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THE STATE OF WESTERN AUSTRALIA

AND

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

AND

**AWE PERTH PTY LTD
ABN 74 009 204 031**

AND

**BEACH ENERGY (PERTH BASIN) PTY LIMITED
ABN 43 008 432 479**

WAITSIA JOINT VENTURE

DOMESTIC GAS COMMITMENT FOR THE WAITSIA GAS PROJECT

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

THIS AGREEMENT is made this 23 day of December 2020

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

AWE PERTH PTY LTD ABN 74 009 204 031 of Level 11, 2 The Esplanade, Perth, Western Australia ("**AWE**") of the third part

AND

BEACH ENERGY (PERTH BASIN) PTY LIMITED ABN 43 008 432 479 of Level 8, 80 Flinders Street, Adelaide, South Australia ("**Beach**") of the fourth part

RECITALS

- A.** The Waitsia Joint Venturers are the current holders of Production Licence L2, and the Waitsia Joint Venturers and APT are the current holders of Production Licence L1, which at the Date of this Agreement comprise the Fields Area for the Waitsia Gas Project.
- 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.** The Waitsia Joint Venturers wish 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 the Waitsia Joint Venturers of:
- (a) condensate;
 - (b) liquefied petroleum gas; and
 - (c) 7.5 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 Waitsia Joint Venturers, being the holders of the Identified Petroleum Titles, have 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 Domestic Gas 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 the Waitsia Joint Venturers provide 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:

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.

APT means APT Parmelia Pty Ltd ACN 078 902 397.

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.

Chevron means Chevron Australia Pty Ltd ACN 086 197 757.

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(4).

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

Fields Area Domgas means:

- (a) gas produced by the Waitsia Joint Venturers from natural gas recovered from a well or wells in the Fields Area and supplied by one or more Waitsia Joint Venturer pursuant to the Foundation Domgas Contract; and
- (b) natural gas for delivery and use in the said State produced by the Waitsia Joint Venturers from natural gas recovered after the Relevant Date from a well or wells in the Fields Area, but it does not include:
 - (i) natural gas for the operation of, or use in the operation of, the State Agreement Facilities or any Infrastructure;
 - (ii) 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;
 - (iii) 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;
 - (iv) 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
 - (v) 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 Waitsia Joint Venturers for any purpose referred to in paragraph (b)(i), (b)(ii), (b)(iii) or (b)(iv) above,

and in the case of any ambiguity in the application of paragraphs (b)(i) to (v) 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 the Waitsia Joint Venturers' 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 including under the Foundation Domgas Contract.

First Term means the period commencing on the Relevant Date and ending on the earlier of:

- (a) 31 December 2028; and
- (b) the date on which the Waitsia Joint Venturers have produced all of the Production Capacity Approved Quantities of liquefied natural gas by processing natural gas recovered from the Fields Area at the onshore facilities.

Foundation Domgas Contract means the Gas Sales Agreement between AWE Perth Pty Ltd, Beach Energy (Perth Basin) Pty Limited (formerly known as Lattice Energy

Resources (Perth Basin) Pty Limited) and Alinta Energy WA Pty Ltd dated 26 June 2019.

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

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

Infrastructure means all upstream and downstream plant, equipment, fixtures, facilities and machinery required by the Waitsia Joint Venturers 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 processing plant and equipment, storage and handling facilities, whether owned by or on behalf of the Waitsia Joint Venturers or their Affiliates or any third party.

LNG Sales Contract means an agreement or arrangement between one or more Waitsia Joint Venturers 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 for any Waitsia Joint Venturer'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 First 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) the Waitsia Joint Venturers are contractually entitled to receive under their gas processing arrangements with the NWS Joint Venturers, but the NWS Joint Venturers were unable to process for the Waitsia Joint Venturers 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 the Waitsia Joint Venturers 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, 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)*.

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 the Waitsia Joint Venturers by processing at the onshore facilities after the Relevant Date as amended from time to time pursuant to clause 5.

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 the Waitsia Joint Venturers 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 First Term and subject to clause 16(2), the Second Term, and subject to clause 16(4), the Extended Term.

Waitsia Joint Venturers means the following Parties who are registered holders of the Identified Petroleum Titles, each of which holds, at the Date of this Agreement, the percentage interest in the Waitsia Gas Project set opposite its name in the following table:

AWE	50%
Beach	50%

Waitsia Gas Project means the project to recover natural gas from the Fields Area utilising the Notified Infrastructure.

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; and
 - (n) "including" means "including, but not limited to".
- (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 and 19) is not binding on the Parties and is of no force or effect until the following conditions have been satisfied:
- (a) the Minister notifies the Waitsia Joint Venturers 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 the Waitsia Joint Venturers 7.5 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) if Make Good and Final Cargo Quantities have accrued under the NWS Joint Venturer's arrangements with the Waitsia Joint Venturers, to extend the 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;

- (b) the Waitsia Joint Venturers notify the Minister that they have received a statement pursuant to section 45(5) of the *Environmental Protection Act 1986* (WA) in respect of the 'Waitsia Gas Project Stage 2 Proposal' the subject of the Section 38 Referral Form dated 22 August 2019; and
- (c) the Waitsia Joint Venturers notify the Minister that the Waitsia Joint Venturers have taken an unconditional final investment decision in respect of the development of the Waitsia Gas 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, notification or decision is given or taken.

- (2) The Conditions Precedent are for the benefit of the State, the Minister and the Waitsia Joint Venturers and may only be waived by written agreement between the Parties.
- (3) If the Conditions Precedent are not satisfied or waived on or before the date being nine months after the Date of this Agreement or such longer period as the Parties may agree in writing, then:
 - (a) the Waitsia Joint Venturers 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) Subject to the rights from time to time of APT to conduct operations in the Identified Petroleum Titles for the injection, storage and withdrawal from storage of quantities of natural gas injected by APT into the Identified Petroleum Titles, each Waitsia Joint Venturer represents and warrants that at the Date of this Agreement:
 - (a) APT does not have any contractual rights to extract or otherwise recover natural gas from a well or wells in the Fields Area during the Term; and
 - (b) it shall not grant APT rights to extract or otherwise recover natural gas from a well or wells in the Fields Area during the Term.

5. WAITSIA JOINT VENTURERS NATURAL GAS PROCESSING ARRANGEMENTS

- (1) Within 30 days of the Date of this Agreement, if they have not already done so, the Waitsia Joint Venturers shall provide the Minister with a summary of their intended arrangements with the NWS Joint Venturers during 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 shall provide the Minister with an update to this summary within 30 days of any material change to those arrangements.

- (2) The Waitsia Joint Venturers 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 the Waitsia Joint Venturers to meet their Fields Area Domgas Commitment.
- (3) With effect on the Relevant Date, the Minister approves the use by the Waitsia Joint Venturers of the onshore facilities to produce 7.5 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 First Term.
- (4) The Waitsia Joint Venturers may request of the Minister a reduction in any Production Capacity Approved Quantity approved pursuant to this clause 5 and the Waitsia Joint Venturers 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 reduction in any Production Capacity Approved Quantity pursuant to subclause (4), the Minister may have regard to:
 - (a) whether the Waitsia Joint Venturers are 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;
 - (c) any changes to the Waitsia Gas 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 decrease 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), the Waitsia Joint Venturers may at any time they are in compliance with the Fields Area Domgas Commitment request the Minister to reduce any Production Capacity Approved Quantity and if the Waitsia Joint Venturers can demonstrate the decrease is due to reassessment of gas reserves within the Fields Area and the proposed reduction:
 - (a) 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

- (b) 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).

6. FIELDS AREA DOMGAS COMMITMENT

- (1) The Waitsia Joint Venturers 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 the Waitsia Joint Venturers 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 the Waitsia Joint Venturers' proposed supply profile for the First Term 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 change in the Production Capacity Approved Quantities 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 the Waitsia Joint Venturers 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 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) required from time to time for the purpose of the Waitsia Joint Venturers meeting their 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) 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 as the case may be of, access to sufficient capacity in the Notified Infrastructure and any other Infrastructure (if applicable) required from time to time to enable the Waitsia Joint Venturers to meet their 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 the Waitsia Joint Venturers to meet their Fields Area Domgas Commitment; and

Provision of Fields Area Domgas Reports

- (h) subject to the following proviso, each 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 each of the Waitsia Joint Venturers have complied with the Fields Area Domgas Commitment during the previous 12 month period (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) by the Waitsia Joint Venturer submitting the report, 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 or delivered prior to the Relevant Date) into the domestic market of the said State in compliance with the Fields Area Domgas Commitment by the Waitsia Joint Venturer submitting the report, 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 by the Waitsia Joint Venturer submitting the report, 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 being utilised by the Waitsia Joint Venturers to meet their Fields Area Domgas Commitment;
- (v) information demonstrating that the Notified Infrastructure and any other Infrastructure (if applicable) required from time to time to enable the Waitsia Joint Venturers to meet their Fields Area Domgas Commitment was maintained in an Operational state during the Reporting Period and detailed information on the Waitsia Joint Venturers' strategies for maintaining, or procuring the maintenance of, as the case may be, such Infrastructure in an Operational state, including, information demonstrating the capacity in such Notified Infrastructure and any other Infrastructure required from time to time which was available to the Waitsia Joint Venturers during the Reporting Period and the capacity in such Infrastructure that will be available to the Waitsia Joint Venturers' in the next Reporting Period;
- (vi) information demonstrating that the Waitsia Joint Venturer submitting the report 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;
- (vii) a report which summarises the Waitsia Joint Venturers' marketing activities and reports progress against such activities (excluding any reference to the identity of third parties or pricing) in relation to natural gas reserves in the Fields Area which are not subject to the Waitsia Joint Venturers' reservation of natural gas obligation in clause 6(2)(g),

where each Waitsia Joint Venturer 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), provided that the Waitsia Joint Venturers may submit a combined report if they have purported to discharge their obligations under subclause (2)(a), (b) and (c) of this clause collectively.

- (3) The Minister may at any time appoint at the cost of the Waitsia Joint Venturers (subject to an agreed budget) an agreed person (who is both independent of the State and of the Waitsia Joint Venturers 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 the Waitsia Joint Venturers have performed their obligations under subclause (2) of this clause. The Waitsia Joint Venturers 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 the Waitsia Joint Venturers 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) that the Waitsia Joint Venturers have been meeting their Fields Area Domgas Commitment; or
 - (b) for any other reason acceptable to the Minister if the Minister is satisfied that the Waitsia Joint Venturers have been meeting their Fields Area Domgas Commitment.
- (5) The obligations of the Waitsia Joint Venturers under subclause (2)(a), (b), (c) and (h) of this clause shall be a separate and individual obligation of each of the Waitsia Joint Venturers in proportion to their respective percentage ownership interests in the Waitsia Gas Project, but may nevertheless be discharged collectively.
- (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 all or any of the Waitsia Joint Venturers ("affected Persons") has or have (as the case may be) 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 (10) of this clause, the Minister may by notice to the affected Persons suspend (such suspension to take effect upon the giving of the notice in accordance with clause 9) in respect of the affected Persons 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 (11) of this clause, the affected Persons may not themselves 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) If the affected Persons contest the alleged default referred to in subclause (7) of this clause they shall within 30 days after notice is given by the Minister as provided in subclause (8) of this clause refer the matter to arbitration.
- (10) The affected Persons 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.

- (11) 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 Persons have remedied the default or implemented a cure plan acceptable to the Minister to remedy the default.
- (12) (a) In the event that the Waitsia Joint Venturers are in compliance with their obligations under subclause (2) of this clause, and are able to meet their outstanding gas supply commitments at that time, the Waitsia Joint Venturers may give to the Minister not less than 6 months' notice of their intention or of the owner of the relevant Notified Infrastructure or other Infrastructure (if applicable) to place such Infrastructure on a non-Operational status. If the Minister considers that the decision to place such Infrastructure on a non-Operational status would result in the Waitsia Joint Venturers being unable to meet their Fields Area Domgas Commitment, the Minister will so advise the Waitsia Joint Venturers within one month after receiving the Waitsia Joint Venturers' notice. The Minister may then appoint an agreed person in accordance with subclause (3) of this clause in which case the Waitsia Joint Venturers shall continue to maintain or procure the maintenance of such Infrastructure until the agreed person has reported and is of the view that the Waitsia Joint Venturers are in compliance with their obligations under subclause (2) of this clause and will have no contracted gas to be supplied and hence the Infrastructure can be placed on a non-Operational status.
 - (b) The Minister will inform the Waitsia Joint Venturers 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 the Waitsia Joint Venturers 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 the Waitsia Joint Venturers from their 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 the Waitsia Joint Venturers from placing part of the Notified Infrastructure or other 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) The Waitsia Joint Venturers or any one or more of them ("offset parties") 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.
- (2) The Minister may, in response to a request from the offset parties, request that the offset parties submit a detailed application for the offset commitments for the State's approval, which must provide sufficient details of the proposed offset commitment.
- (3) Consideration of a subclause (1) request or a subclause (2) application will be at the absolute discretion of the State.
- (4) 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.

- (5) If the offset parties accept, by notice to the Minister, the terms and conditions (if any) of the State's approved domgas offset commitment:
- (a) the offset parties must do, and procure, everything necessary to implement the approved domgas offset commitment; and
 - (b) once the offset parties have implemented the approved domgas offset commitment, the Fields Area Domgas Commitment of the offset parties 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 a Waitsia Joint Venturer 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 the rights of the Waitsia Joint Venturer hereunder and of the obligations of the Waitsia Joint Venturer hereunder, subject however, in the case of an assignment or disposition to an assignee or donee (as the case may be), to:
- (a) the Waitsia Joint Venturer, in conjunction with such assignment or disposition, transferring or assigning a corresponding interest in:
 - (i) the joint operating agreement between the Waitsia Joint Venturers for the Waitsia Gas Project and any other agreement in connection with the Waitsia Gas Project which establishes or governs the Waitsia Joint Venturers' percentage interests in the Waitsia Gas Project; and
 - (ii) the Notified Infrastructure or its rights to access such Notified Infrastructure or any other Infrastructure required from time to time, including any agreement between the Waitsia Joint Venturers and NWS Joint Venturers establishing the Waitsia Joint Venturers rights to receive natural gas processing services from the NWS Joint Venturers,to the same assignee or donee;
 - (b) the assignee or donee being or becoming (as applicable) a registered holder of the Identified Petroleum Titles; and
 - (c) the Waitsia Joint Venturer 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 the relevant Waitsia Joint Venturer 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 the relevant Waitsia Joint Venturer assignor or disposer from the due and punctual performance and observance of all of the covenants and agreements on their part contained in this Agreement if the Minister considers such release will not be contrary to the interests and objectives of the State.
- (2) The Waitsia Joint Venturers must not:
- (a) transfer an Identified Petroleum Title to a transferee or transferees without transferring all of the Identified Petroleum Titles to that same transferee or transferees (as applicable); or

- (b) assign, transfer or dispose of, or consent to the assignment, transfer or disposal of, an interest in the joint operating agreement between the Waitsia Joint Venturers for the Waitsia Gas Project and any other agreement in connection with the Waitsia Gas Project which establishes or governs the Waitsia Joint Venturers' percentage interests in the Waitsia Gas Project, without assigning, or ensuring the assignment of, a corresponding interest in the applicable Waitsia Joint Venturer'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 the Waitsia Joint Venturers 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 the Waitsia Joint Venturers at its address identified in paragraph (2) below, and by the Waitsia Joint Venturers to the Minister or State (as the case may be) if signed on its behalf by any person or persons authorised by the Waitsia Joint Venturers, 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) AWE Perth Pty Ltd

[Contact details redacted]

(d) Beach Energy (Perth Basin) Pty Limited

[Contact details redacted]

or such other address as may be notified by the Waitsia Joint Venturers to the Minister, or the Minister to the Waitsia Joint Venturers 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 all or any Waitsia Joint Venturers 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.

- (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) The Waitsia Joint Venturers acknowledge and agree 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) subject to clause 14(2), the State may publish on any Western Australian government internet website or other media:
 - (i) this Agreement, except for any schedule or 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 the Waitsia Joint Venturers' 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(4) if accepted by the offset parties under clause 7(5);
- (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; and
- (vii) information provided by the Waitsia Joint Venturers 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 (including the Waitsia Joint Venturers), for ensuring a more informed domestic gas market,

provided that prior to publishing such information the State gives notice to the Waitsia Joint Venturers with full particulars of the information the State proposes to publish and the Waitsia Joint Venturers will be deemed to have no comments if they fail 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 the Waitsia Joint Venturers under this Agreement which:
 - (a) identifies any customer of any Waitsia Joint Venturer or the price or terms of any contract with a customer; or
 - (b) includes any information arising from a report submitted under clause 6(2)(h)(iii), clause 6(2)(h)(v) in relation to maintenance strategies, and clause 6(2)(h)(vii) of this Agreement; or
 - (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), the Waitsia Joint Venturers notify the State in writing that the proposed disclosure would be misleading or incorrect, or reasonably demonstrate to the State that disclosure of the information is likely to cause material commercial harm to one or more of the Waitsia Joint Venturers, 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.
- (3) The obligations of the State and the Waitsia Joint Venturers under this clause 14 will continue for a period of two years from the expiration or determination of the Term.

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(4), this Agreement shall end on the expiration of the First Term.
- (2) The Parties acknowledge that if the Waitsia Joint Venturers are 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 are entitled to process Make Good and Final Cargo Quantities through the onshore facility as part of their arrangements with the NWS Joint Venturers, the Waitsia Joint Venturers 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) During the Second Term, the Waitsia Joint Venturers:
 - (a) must not provide more than the equivalent of 125 terajoules of feed gas to be processed as liquefied natural gas through the onshore facility per day; and
 - (b) may only process Make Good and Final Cargo Quantities through the onshore facility.
- (4) 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 the Waitsia Joint Venturers, upon the Minister providing written notice of such extension to the Waitsia Joint Venturers provided always that the Waitsia Joint Venturers 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 the Waitsia Joint Venturers.

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.

SCHEDULE

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

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

EXECUTED as a deed.

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

[Signature]

Signature of witness

Christopher Clark

Name of witness

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

[Signature]

.....
Signature of witness

Christopher Clark

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

.....
Signature of **THE HONOURABLE**
MARK McGOWAN

EXECUTED by **AWE PERTH PTY LTD**)
ABN 74 009 204 031 in accordance with section)
127(1) of the *Corporations Act 2001* (Cth) by)
authority of its directors:)

[Signature]
.....
Signature of director

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

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

Tadashi Ishizuka
.....
Full name of director/~~company secretary~~*
(block letters)
*delete whichever is not applicable

EXECUTED by **BEACH ENERGY (PERTH**)
BASIN) PTY LIMITED ABN 43 008 432 479)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by authority of its)
directors:)

[Signature]
.....
Signature of director

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

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

Morné Engelbrecht
.....
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.