

Western Australia

Barrow Island Amendment Act 2013

As at 18 Dec 2013

No. 24 of 2013

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Western Australia

Barrow Island Amendment Act 2013

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Western Australia

Barrow Island Amendment Act 2013

No. 24 of 2013

An Act to amend the *Barrow Island Act 2003*.

[Assented to 18 December 2013]

The Parliament of Western Australia enacts as follows:

s. 1

1. Short title

This is the *Barrow Island Amendment Act 2013*.

2. Commencement

This Act comes into operation as follows —

- (a) sections 1 and 2 — on the day on which this Act receives the Royal Assent;
- (b) the rest of the Act — on the day after that day.

3. Act amended

This Act amends the *Barrow Island Act 2003*.

4. Long title amended

In the long title in the 2nd bullet point delete “**300**” and insert:

332

5. Section 3 amended

- (1) In section 3 before the 1st alphabetical definition insert in numerical order:

2013 variation agreement means the agreement a copy of which is set out in Schedule 2;

- (2) In section 3 in the definition of *the Agreement*:

- (a) delete “and” (2nd occurrence) and insert:

and, except in section 5(1),

(b) delete “provisions;” and insert:

provisions and by the 2013 variation agreement;

6. Section 5 amended

After section 5(1) insert:

(2A) The 2013 variation agreement is ratified.

7. Section 9 amended

In section 9(1) delete “300” and insert:

332

Note: The heading to amended section 9 is to read:

No more than 332 ha in total of uncleared land to be subject of leases, licences or easements

8. Schedule 2 inserted

After Schedule 1 insert:

Schedule 2 — 2013 variation agreement

[s. 3]

2013

**THE HONOURABLE COLIN JAMES BARNETT
PREMIER OF THE STATE OF WESTERN AUSTRALIA**

AND

s. 8

**CHEVRON (TAPL) PTY LTD
ABN 18 081 647 047**

**MOBIL AUSTRALIA RESOURCES COMPANY PTY LIMITED
ABN 38 000 113 217**

**SHELL DEVELOPMENT (AUSTRALIA) PROPRIETARY LIMITED
ABN 14 009 663 576**

**OSAKA GAS GORGON PTY LTD
ABN 13 139 074 847**

**TOKYO GAS GORGON PTY LTD
ABN 16 138 592 042**

**CHUBU ELECTRIC POWER GORGON PTY LTD
ABN 94 140 107 464**

**GORGON GAS PROCESSING AND INFRASTRUCTURE PROJECT
AGREEMENT 2003**

RATIFIED VARIATION AGREEMENT

[Solicitor's details]

THIS AGREEMENT is made this 21st day of October 2013

BETWEEN

THE HONOURABLE COLIN JAMES BARNETT MLA., Premier of the State of Western Australia acting for and on behalf of the said State and instrumentalities thereof from time to time (**State**)

AND

CHEVRON (TAPL) PTY LTD ABN 18 081 647 047 of Level 24, 250 St Georges Terrace, Perth, Western Australia, **MOBIL AUSTRALIA RESOURCES COMPANY PTY LIMITED** ABN 38 000 113 217 of 12 Riverside Quay, Southbank, Melbourne, Victoria, **SHELL DEVELOPMENT (AUSTRALIA) PROPRIETARY LIMITED** ABN 14 009 663 576 of Level 3, 2 Victoria Avenue, Perth, Western Australia, **OSAKA GAS GORGON PTY LTD** ABN 13 139 074 847 of Level 16, 108 St Georges Terrace, Perth, Western Australia, **TOKYO GAS GORGON PTY LTD** ABN 16 138 592 042 of Level 21, Exchange Plaza, 2 The Esplanade, Perth, Western Australia and **CHUBU ELECTRIC POWER GORGON PTY LTD** ABN 94 140 107 464 of Level 22, St Martins Tower, 44 St Georges Terrace, Perth, Western Australia (together with their successors and permitted assigns collectively called the "**Joint Venturers**").

RECITALS

- A.** The State and the Joint Venturers are now the parties to the agreement dated 9 September 2003, the execution of which by the State was ratified by the *Barrow Island Act 2003* and which as subsequently varied by agreement dated 9 September 2009 is referred to in this Agreement as the "**Principal Agreement**".
- B.** The State and the Joint Venturers wish to vary the Principal Agreement on the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. Subject to the context, the words and expressions used in this Agreement have the same meanings respectively as they have in and for the purpose of the Principal Agreement.
2. (1) This Agreement, other than this clause and clause 1, does not come into operation except in accordance with subclause (2).
(2) This Agreement, other than this clause and clause 1, comes into operation on the day on which it is ratified by an Act of the Parliament of Western Australia unless, before that day, it terminates under subclause (4).
(3) The State must introduce in the Parliament of Western Australia before 31 December 2013, or a later date agreed between the parties to this Agreement, a Bill to ratify this Agreement and must endeavour to secure its passage as an Act.
(4) If by 30 June 2014 this Agreement has not been ratified by an Act of the Parliament of Western Australia then, unless the parties to this Agreement otherwise agree, this Agreement terminates on that day and no party hereto will have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.
3. The Principal Agreement is hereby varied as follows:
 - (1) in clause 1 in the definition of "Gas Processing Area" by deleting "300" and substituting "332";
 - (2) in clause 5(1) by deleting "300" and substituting "332";
 - (3) in clause 6 by inserting after subclause (11) the following new subclause:
"(12) If the Minister considers it reasonable and appropriate to do so the Minister may approve pursuant to clause 8(7) (including as applying pursuant to clause 10(3)) variations to any approved proposals to which a subclause (10) permission relates to provide for the grant (including by variation of any existing titles) to the Joint Venturers under the LA Act and in accordance with this Agreement of leases, licences and easements in respect of land within the Gas Processing Area

beyond that otherwise allowed by the subclause (10) permission."; and

(4) in clause 22(1) by deleting " 300" and substituting "332".

EXECUTED as a deed.

SIGNED by **THE HONOURABLE**)
COLIN JAMES BARNETT) [Signature]
in the presence of:)

[Signature]_____

Witness:
Name: Nicole Henderson

EXECUTED by **CHEVRON (TAPL) PTY**)
LTD in accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by authority of its)
Directors:)

[Signature]_____

Signature of Director

[Signature]_____

Signature of Director/Secretary

Roy J. Krzywosinski_____

Name of Director

Marcia H Decter_____

Name of Director/Secretary

s. 8

EXECUTED by **MOBIL AUSTRALIA**)
RESOURCES COMPANY PTY LIMITED)
by its undersigned Attorney who has not)
received any notice of revocation of the Power)
of Attorney under which this deed is signed:)

[Signature] _____

Signature of Attorney

[Signature] _____

Signature of Witness

Luke P Musgrave _____

Name of Attorney

Robyn Eileen Susan Wheatland _____

Name of Witness

EXECUTED by **SHELL DEVELOPMENT**)
(AUSTRALIA) PROPRIETARY LIMITED)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by authority of its)
Directors:)

[Signature] _____

Signature of Director

[Signature] _____

Signature of ~~Director~~/Secretary

Cassandra Jane Chinkin _____

Name of Director

Peter Lorbeer _____

Name of ~~Director~~/Secretary

EXECUTED by **OSAKA GAS**)
GORGON PTY LTD in accordance)
with section 127(1) of the *Corporations*)
Act 2001 (Cth) by authority of its)
Directors:)

[Signature] _____
Signature of Director

[Signature] _____
Signature of Director/~~Secretary~~

Yasuo Kato _____
Name of Director

Keiji Takemori _____
Name of Director/~~Secretary~~

EXECUTED by **TOKYO GAS**)
GORGON PTY LTD in accordance)
with section 127(1) of the *Corporations*)
Act 2001 (Cth) by authority of its)
Directors:)

[Signature] _____
Signature of Director

[Signature] _____
Signature of Director/~~Secretary~~

Koichi Tanimura _____
Name of Director

Chris Rumley _____
Name of Director/~~Secretary~~

s. 8

EXECUTED by **CHUBU**)
ELECTRIC POWER GORGON)
PTY LTD in accordance with section)
127(1) of the *Corporations Act 2001*)
(Cth) by authority of its Directors:)

[Signature] _____

Signature of Director

[Signature] _____

Signature of Director/Secretary

Yuta Kano _____

Name of Director

Akira Mikami _____

Name of Director/Secretary

=====