



Western Australia

North West Gas Development (Woodside) Agreement Amendment Act 2015

As at 16 Mar 2015

No. 9 of 2015

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Western Australia

North West Gas Development (Woodside) Agreement Amendment Act 2015

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Western Australia

North West Gas Development (Woodside) Agreement Amendment Act 2015

No. 9 of 2015

**An Act to amend the *North West Gas Development (Woodside)
Agreement Act 1979*.**

[Assented to 16 March 2015]

The Parliament of Western Australia enacts as follows:

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1. Short title

This is the *North West Gas Development (Woodside) Agreement Amendment Act 2015*.

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 *North West Gas Development (Woodside) Agreement Act 1979*.

4. Section 2 amended

In section 2 insert in alphabetical order:

the Fourth Supplementary Agreement means the agreement a copy of which is set out in Schedule 5;

5. Section 6A inserted

After section 5A insert:

6A. Fourth Supplementary Agreement

- (1) The Fourth Supplementary Agreement is ratified.
- (2) The implementation of the Fourth Supplementary Agreement is authorised.
- (3) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the Fourth

Supplementary Agreement operates and takes effect despite any other Act or law.

6. Schedule 5 inserted

After Schedule 4 insert:

Schedule 5 — Fourth Supplementary Agreement

[s. 2]

2014

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

AND

**WOODSIDE ENERGY LTD.
ACN 005 482 986**

**SHELL DEVELOPMENT (AUSTRALIA) PROPRIETARY LIMITED
ACN 009 663 576**

**BHP BILLITON PETROLEUM (NORTH WEST SHELF) PTY. LTD.
ACN 004 514 489**

**BP DEVELOPMENTS AUSTRALIA PTY. LTD.
ACN 081 102 856**

**CHEVRON AUSTRALIA PTY LTD
ACN 086 197 757**

**JAPAN AUSTRALIA LNG (MIMI) PTY. LTD.
ACN 006 303 180**

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**NORTH WEST GAS DEVELOPMENT (WOODSIDE)
AGREEMENT 1979**

RATIFIED VARIATION AGREEMENT

[Solicitor's details]

THIS AGREEMENT is made this 20 day of November 2014

BETWEEN

THE HONOURABLE COLIN JAMES BARNETT, M.Ec., 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 (the "**State**") of the one part

AND

WOODSIDE ENERGY LTD. ACN 005 482 986 of 240 St Georges Terrace, Perth, Western Australia, **SHELL DEVELOPMENT (AUSTRALIA) PROPRIETARY LIMITED** ACN 009 663 576 of Level 3, 2 Victoria Avenue, Perth, Western Australia, **BHP BILLITON PETROLEUM (NORTH WEST SHELF) PTY. LTD.** ACN 004 514 489 of C/- Citco (Australia) Pty Ltd, Level 23, 45 Clarence Street, Sydney, New South Wales, **BP DEVELOPMENTS AUSTRALIA PTY. LTD.** ACN 081 102 856 of Level 8, 250 St Georges Terrace, Perth, Western Australia, **CHEVRON AUSTRALIA PTY LTD** ACN 086 197 757 of Unit 7, 61 Walters Drive, Osborne Park, Western Australia and **JAPAN AUSTRALIA LNG (MIMI) PTY. LTD.** ACN 006 303 180 of Level 50, 600 Bourke Street, Melbourne, Victoria (together collectively called the "**Joint Venturers**") of the other part.

RECITALS

A. The parties to this Agreement are now the parties to the agreement (herein called the "**1979 Agreement**") dated 27 November 1979, the

execution of which by the State was ratified by the *North West Gas Development (Woodside) Agreement Act 1979*, as varied by:

- (a) the agreement dated 15 September 1982 entered into pursuant to the provisions of clause 27 of the 1979 Agreement;
- (b) the agreement dated 3 July 1985 which was ratified by the *North West Gas Development (Woodside) Agreement Amendment Act 1985*;
- (c) the agreement dated 23 November 1994 which was ratified by the *North West Gas Development (Woodside) Agreement Amendment Act 1994*;
- (d) the agreement dated 29 May 1996 which was ratified by the *North West Gas Development (Woodside) Agreement Amendment Act 1996*; and
- (e) the agreement dated 30 May 2002 entered into pursuant to the provisions of clause 27 of the 1979 Agreement.

The 1979 Agreement as so varied is hereinafter referred to as the "**Principal Agreement**".

- B.** The parties wish to vary the provisions of the Principal Agreement on the terms and conditions set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Ratification and operation

- (1) This Agreement, other than this clause, does not come into operation except in accordance with subclause (2).
- (2) This Agreement, other than this clause, comes into operation on the day on which it is ratified by an Act of the Parliament of Western Australia ("**Operative Date**") unless, before that day, it terminates under subclauses (4) or (5).
- (3) The State must introduce in the Parliament of Western Australia before 27 November 2014 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.

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- (4) If by 30 June 2015 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.
- (5) The parties agree that if the Principal Agreement is otherwise determined in accordance with its provisions on a day prior to the Operative Date, then this Agreement shall also terminate on and from 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.

2. Variations of the Principal Agreement

The Principal Agreement is hereby varied as follows:

- (1) in clause 1 by inserting in the appropriate alphabetical positions the following new definitions:

"Agreement Area" means at any time during the term (including as extended from time to time) of this Agreement after the Variation Date, the area comprising all of the areas then the subject of the Petroleum Titles listed in the Schedule to this Agreement (an interest in each of which is held by any or all of the Joint Venturers) and all of the areas then the subject of Petroleum Titles (an interest in each of which is held by any or all of the Joint Venturers) derived from the whole or any part of a Petroleum Title listed in the Schedule to this Agreement;

"Petroleum Titles" means exploration permits, production licences or retention leases 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);

"Variation Agreement" means the variation agreement made on or about 25 November 2014 between The Honourable Colin James Barnett, Premier of the State of Western Australia acting for and on behalf of the said State and its instrumentalities from time to time and the Joint Venturers;

"Variation Date" means the date on which clause 2 of the Variation Agreement comes into operation;

- (2) in clause 1 by in the definition of "overall project" inserting "as modified, expanded or otherwise varied from time to time in accordance with this Agreement" after "this Agreement";
- (3) in clause 9 by:
 - (a) deleting "If" and substituting "Subject to subclauses (2), (3) and (4), if";
 - (b) deleting "modify expand or otherwise vary their activities substantially from those specified in any approved proposals" and substituting "significantly modify, expand or otherwise vary their activities that are the subject of this Agreement and that may be carried on by them pursuant to this Agreement as part of the overall project"; and
 - (c) by inserting before the full stop at the end of the last sentence "provided that the outline to be furnished by the Joint Venturers to the Minister as referred to in Clause 7(4)(a) shall be an outline of the proposed marketing arrangements for natural gas, liquefied natural gas, liquefied petroleum gas, condensate and natural gas for delivery and use in the said State, unless the Minister has notified the Joint Venturers such outline is not required in addition to the said proposals";
 - (d) numbering the existing provision as subclause (1) and inserting after it the following new subclauses:
 - "(2) In addition to natural gas recovered from a well or wells in the Agreement Area the Joint Venturers may, as part of the overall project, and in accordance with this Agreement utilise at the onshore facilities natural gas recovered from a well or wells outside the Agreement Area in the production of:
 - (a) natural gas for delivery and use in the said State;
 - (b) condensate;
 - (c) liquefied petroleum gas;

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- (d) liquefied natural gas for use, supply or sale overseas provided that the Minister has first notified the Joint Venturers that the Minister is satisfied that:
 - (i) the holder of the Petroleum Title or Petroleum Titles from a well or wells in which natural gas is to be recovered for the production of such liquefied natural gas has provided to the State on terms acceptable to the State a commitment for the delivery and use in the said State of natural gas recovered from wells in such Petroleum Title or Petroleum Titles which is consistent with the Domgas Commitment (as defined in Clause 46A(1)), as that commitment exists at the Variation Date; and
 - (ii) the production of such liquefied natural gas will not result in a breach by the Joint Venturers of their Domgas Commitment (as defined in Clause 46A(1)).
- (3) The utilisation of natural gas recovered from a well or wells outside the Agreement Area as referred to in subclause (2) of this Clause shall, to the extent not already authorised under this Agreement as at the date of the Variation Agreement, be regarded as a significant modification expansion or other variation of the Joint Venturers' activities carried on by them pursuant to this Agreement and may only be made in accordance with proposals submitted and approved or determined under this Agreement in accordance with this Clause 9 and otherwise in accordance with the provisions of this Agreement.

- (4) Notwithstanding any other provisions of this Agreement the Joint Venturers shall not without the Minister's prior consent submit as part of proposals under Clause 9 any proposal for the grant of any lease, licence or other tenure to support the undertaking of operations for the utilisation of natural gas to be recovered from a well or wells outside the Agreement Area as referred to in subclause (2) of this Clause.";
- (4) in clause 46 by deleting subclause (1A) and substituting the following new subclauses:
- "(1A) The parties acknowledge that prior to the Variation Date the Minister has at previous times approved the following quantities of liquefied natural gas (produced from natural gas processed through the onshore facilities) being marketed for use, supply or sale overseas (in addition to the quantity authorised under Clause 44A(3)), namely:
- (a) 140 million tonnes of liquefied natural gas was approved in 1998;
 - (b) 11 million tonnes of liquefied natural gas was approved in 2003; and
 - (c) 70 million tonnes of liquefied natural gas was approved in 2004.
- (1B) The Joint Venturers shall keep the Minister informed of their intended arrangements for the processing of natural gas to be recovered from a well or wells in the Agreement Area through the onshore facilities during the term (including as extended from time to time) of this Agreement after the Variation Date for the purpose of producing liquefied natural gas for use, supply or sale overseas. Before any arrangements are entered into (whether by the Joint Venturers or otherwise) for the use, supply or sale overseas of such liquefied natural gas (not being liquefied natural gas the subject of the approvals referred to in subclauses (1A) and (1C) of this Clause) the Joint Venturers shall consult with the Minister on, and obtain the Minister's approval of, the

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quantity of liquefied natural gas (to be produced from the processing of natural gas to be recovered from a well or wells in the Agreement Area, as that Agreement Area exists at the date of the Minister's approval, through the onshore facilities after the Variation Date) which may, in addition to the quantities of liquefied natural gas the subject of the approvals referred to subclauses (1A) and (1C) of this Clause, be marketed for use, supply or sale overseas.

- (1C) With effect on the Variation Date, the Minister shall be deemed to have approved pursuant to subclause (1B) of this Clause, in addition to the quantities of liquefied natural gas the subject of approvals referred to in subclause (1A) of this Clause, an additional 86 million tonnes of liquefied natural gas (to be produced from the processing of natural gas to be recovered from a well or wells in the Agreement Area, as the Agreement Area exists as at the Variation Date, through the onshore facilities after the Variation Date) being marketed for use, supply or sale overseas. The Joint Venturers may request of the Minister a reduction in the quantity approved under this subclause (1C) if the Joint Venturers can demonstrate that the quantity of liquefied natural gas to be produced from natural gas recovered from wells in the Agreement Area over the remaining term of this Agreement will be materially less than 86 million tonnes. The Joint Venturers will consult with the Minister in relation to any request under this subclause (1C) and will provide to the Minister all information necessary to enable the Minister to evaluate the request.";

- (5) by inserting after clause 46 the following new clauses:

"New Domgas Commitment

- 46A.(1) For the purposes of this Clause and Clause 46B:

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

"Control" has the meaning given by subclause (2) and "Controlled" has a corresponding meaning;

"Domgas" means natural gas which is produced as part of the overall project from natural gas recovered after the Variation Date from a well or wells in the Agreement Area for delivery and use in the said State but it does not include:

- (a) natural gas which the Minister is satisfied has been, as at the Variation Date, committed for delivery and use in the said State, except to the extent the Minister approves such natural gas being treated as Domgas for the purpose of this Clause;
- (b) natural gas for the operation of, or used in the operation of, the Joint Venturers' Facilities;
- (c) natural gas processed or delivered or to be processed or delivered as the case may be for sale, use or supply overseas and whether or not as liquefied natural gas;
- (d) 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 Joint Venturers for any purpose referred to in paragraph (b) or paragraph (c) above;

"Domgas Commitment" means the Joint Venturers' commitments as set out in this Clause;

"Domgas Facilities" means the Common Property, Domgas Property and LNG Property required for the production of natural gas for delivery and use in the said State;

"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;

"Joint Venturers Facilities" means:

- (a) the facilities within the Agreement Area; and
- (b) the facilities comprising Common Property, Domgas Property and LNG Property; and

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- (c) any facilities connecting the facilities referred to in paragraph (a) to the facilities referred to in paragraph (b),

from time to time used by the Joint Venturers for the recovery, transportation to the onshore facilities and the processing (in accordance with this Agreement) through such facilities of natural gas;

"month" means a period of time commencing at the start of any day in one of the calendar months and ending immediately before the start of the corresponding day of the next calendar month or if there is no such day, at the end of the next calendar month;

"New Domgas" means at any time during the term (including as extended from time to time) of this Agreement after the Variation Date, the quantity of Domgas which has an energy value equal to the equivalent of at least the Relevant Percentage of the energy value of New Export Gas, as reduced by the quantities of Domgas delivered into the domestic market of the said State in compliance with the Domgas Commitment;

"New Domgas Report" means a report referred to in paragraph (h) of subclause (4) of this Clause;

"New Export Gas" means at any time during the term (including as extended from time to time) of this Agreement after the Variation Date, the aggregate of the quantities of liquefied natural gas which the Minister has, on or after the Variation Date, approved pursuant to clause 46(1B) for marketing for use, supply or sale overseas (and which aggregate quantity includes but is not limited to the quantity the Minister is deemed to have approved pursuant to Clause 46(1C));

"Operational" means that the relevant Domgas Facilities are 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);

"Relevant Percentage" means:

- (a) subject to paragraph (b), 15%;
 - (b) such lesser percentage as the Minister may approve in accordance with subclause (6) of this Clause;
- (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) The Joint Venturers shall market and make available New Domgas in accordance with this Clause. The Domgas Commitment shall commence on the Variation Date and will continue until the Minister is satisfied there is no longer an outstanding Domgas Commitment.
- (4) As part of their Domgas Commitment the Joint Venturers must:

Marketing obligations

- (a) actively and diligently undertake ongoing marketing (whether collectively or otherwise) of New Domgas

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for sale to a range of buyers in the said State with a view to achieving a reasonably stable and regular supply profile for Domgas over the duration of the term (including as extended from time to time) of this Agreement and avoiding any unreasonable accumulation of New Domgas;

- (b) discharge their 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 Domgas, engaging regularly with potential buyers of Domgas in the said State and assessing demand for Domgas through activities such as market research and discussions with potential buyers;
- (c) negotiate in good faith with any bona fide purchaser of New Domgas as to the price and terms of supply of 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 Domgas Facilities for the purpose of the Joint Venturers meeting their 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 (16) of this Clause, maintain, or procure the maintenance as the case may be of, the Domgas Facilities in an Operational state at all times to the extent necessary to meet the Domgas Commitment during the currency of this Agreement (including as extended from time to time) after the Variation Date;

- (f) maintain, or procure the maintenance as the case may be of, access to sufficient capacity in the Domgas Facilities to enable the Joint Venturers to meet their 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 New Domgas to the domestic market in the said State in compliance with the Domgas Commitment;

Reservation of Agreement Area Natural Gas

- (g) reserve, or procure as the case may be, the reservation of a quantity of natural gas to be recovered from a well or wells within the Agreement Area sufficient for the Joint Venturers to meet their Domgas Commitment; and

Provision of New Domgas Reports

- (h) subject to the following proviso, each prepare and submit to the Minister on an annual and confidential basis, commencing on the anniversary of the Variation Date, a report ("New Domgas Report") which demonstrates how each of the Joint Venturers have complied with the Domgas Commitment during the previous 12 month period and contains:
 - (i) in relation to liquefied natural gas sold or supplied overseas during the previous 12 month period by the 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; and
 - (ii) in relation to Domgas sold or delivered during the previous 12 month period into the domestic market of the said State in

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compliance with the Domgas Commitment by the Joint Venturer submitting the report, information about the date of the relevant sale or delivery contracts, the quantities of Domgas so sold or delivered under such contracts and the dates of sale or delivery; and

- (iii) information demonstrating that the Domgas Facilities were maintained in an Operational state during the reporting period and detailed information on the Joint Venturers' strategies for maintaining the Domgas Facilities in an Operational state,

and when required by the Minister consult with the Minister in regard to any reports or reports submitted under this paragraph (h), provided that the Joint Venturers may submit a combined report if they have purported to discharge their obligations under subclause (4)(a), (b) and (c) of this Clause collectively.

- (5) The Minister may at any time appoint at the cost of the Joint Venturers (subject to an agreed budget) an agreed person (who is both independent of the State and of the 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 Joint Venturers have performed their obligations under subclause (4) of this Clause. The Joint Venturers will provide all information (if appropriate on a confidential basis) that such person may require, including indicative prices, quantities and qualities of Domgas and technical information relating to the operation of relevant facilities.
- (6) The Minister may at the request from time to time of the 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 Joint Venturers have been meeting their Domgas Commitment; or
 - (b) for any other reason acceptable to the Minister if the Minister is satisfied that the Joint Venturers have been meeting their Domgas Commitment.
- (7) The obligations of the Joint Venturers under Clause 46A(4)(a), (b), (c) and (h) shall be a separate and individual obligation of each of the Joint Venturers in proportion to their respective ownership interests in the LNG Venture, but may nevertheless be discharged collectively.
- (8) The provisions of Clause 28 shall not apply to Clause 46A(4)(a), (b), (c), (g) and (h).
- (9) If the Minister considers that if all or any of the Joint Venturers ("affected Joint Venturers") have defaulted in the due performance and observance of the 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 (12) of this Clause, the Minister may by notice to the affected Joint Venturers suspend (such suspension to take effect upon the giving of the notice in accordance with Clause 45) in respect of the affected Joint Venturers all or any part of the Minister's approvals referred to in Clause 46(1A) or 46(1C) or given after the Variation Date pursuant to Clause 46(1B) in respect of liquefied natural

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gas which at the date of such notice has not yet been sold or agreed to be sold under a 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 (14) of this Clause, the affected Joint Venturers may not themselves or through any other person enter into any arrangements for the use, supply or sale overseas of liquefied natural gas in reliance on such approvals.

- (10) The notice to be given by the Minister in terms of subclause (9) of this Clause shall specify the nature of the default so entitling the Minister to, if not remedied, exercise the right to suspend approvals as referred to in subclause (9) of this Clause.
- (11) If the affected Joint Venturers contest the alleged default referred to in subclause (9) of this Clause they shall within 30 days after notice is given by the Minister as provided in subclause (10) of this Clause refer the matter to arbitration.
- (12) The affected Joint Venturers 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.
- (13) The exercise by the Minister of rights conferred by this Clause shall be without prejudice to the exercise of rights by the State under Clause 30.
- (14) Where there has been a suspension under subclause (9) of this Clause, the Minister will lift the suspension when the Minister is satisfied that the affected Joint Venturers have remedied the default or implemented a cure plan acceptable to the Minister to remedy the default.
- (15) The Domgas Commitment binds the Joint Venturers in their capacity as LNG Joint Venturers and, to the extent they are Domgas Joint Venturers, in their capacity as Domgas Joint Venturers.

- (16) In the event that the Joint Venturers are in compliance with their obligations under subclause (4) of this Clause, and will have no contracted gas to be supplied, the Joint Venturers may give to the Minister not less than 6 months' notice of their intention to place the Domgas Facilities on a non-Operational status. If the Minister is not satisfied with the Joint Venturers' notification, the Minister will so advise the Joint Venturers within one month after receiving the Joint Venturers' notice. The Minister may then appoint an agreed person in accordance with subclause (5) of this Clause in which case the Domgas Facilities will remain Operational until the agreed person has reported and is of the view that the Joint Venturers are in compliance with their obligations under subclause (4) of this Clause and will have no contracted gas to be supplied and hence the Domgas Facilities can be placed on a non-Operational status.

The Minister will inform the 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 Joint Venturers dispute the view of the agreed person that party may refer the dispute to arbitration pursuant to Clause 38. Nothing in this subclause (16) shall relieve the Joint Venturers from their obligations under subclause (4)(a), (b), (c), (g) and (h) of this Clause.

- 46B. A Joint Venturer may make a request of the Minister to offset all or part of the Domgas Commitment by offering commitments in respect of natural gas and capacity from alternative sources and facilities. Consideration of any such request will be at the discretion of the State.

- (6) by inserting after clause 47 the following Schedule:

"SCHEDULE

Petroleum Titles comprising the Agreement Area as at the date of the Variation Agreement (Clause 1 definition of "Agreement Area")

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Production licences: WA-1-L, WA-2-L, WA-3-L, WA-4-L,
WA-5-L, WA-6-L, WA-9-L, WA-11-L, WA-16-L,
WA-23-L, WA-24-L, WA-30-L, WA-52-L, WA-53-L,
WA-56-L.

Retention leases: WA-7-R, WA-51-R.

Exploration licence: WA-28-P."

EXECUTED as a deed.

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

[Signature] _____
Signature of witness

NICOLA CUSWORTH
Name of witness

EXECUTED by **WOODSIDE**)
ENERGY LIMITED ACN 005 482)
986 by its attorney under power of)
attorney dated 4 September 2013 in)
the presence of:)
) [Signature].....

[Signature].....
Signature of witness

Signature of attorney

CHERYL DICKSON
Full name of witness (block letters)

ROBERT JAMES COLE
Full name of attorney (block letters)

5 BASS ROAD BULL CREEK WA
Address of witness

By executing this agreement the
attorney states that the attorney has
received no notice of revocation of
the power of attorney

LAWYER
Occupation of witness

EXECUTED by SHELL)
DEVELOPMENT)
(AUSTRALIA) PROPRIETARY)
LIMITED ACN 009 663 576 in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cth) by)
authority of its directors:)

[Signature].....
Signature of director

ANDREW JAMES SMITH.....
Full name of director (block letters)

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

PETER FRANZ LORBEER.....
Full name of ~~director~~/company
secretary* (block letters)
*delete whichever is not applicable

EXECUTED by BHP BILLITON)
PETROLEUM (NORTH WEST)
SHELF) PTY. LTD.)
ACN 004 514 489 in accordance)
with section 127(1) of the)
Corporations Act 2001 (Cth) by)
authority of its directors:)

[Signature].....
Signature of director

ROBERT GREGORY JELLIS.....
Full name of director (block letters)

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

COLIN RUSSELL MARTIN.....
Full name of director/~~company~~
~~secretary~~* (block letters)
*delete whichever is not applicable

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EXECUTED by BP)
DEVELOPMENTS AUSTRALIA)
PTY. LTD. ACN 081 102 856 by its)
attorney under power of attorney)
dated 29 August 2014 in the)
presence of:)

[Signature].....
Signature of witness

DAVID McDONALD.....
Full name of witness (block letters)

8 FRANCIS ST SUBIACO.....
Address of witness

GENERAL MANAGER.....
Occupation of witness

[Signature].....
Signature of attorney

CLAIRE HELEN FITZPATRICK.....
Full name of attorney (block letters)

By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

EXECUTED by CHEVRON)
AUSTRALIA PTY LTD)
ACN 086 197 757 in accordance with)
section 127(1) of the *Corporations*)
Act 2001 (Cth) by authority of its)
directors:)

[Signature].....
Signature of director

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

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

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

*delete whichever is not applicable

EXECUTED by **JAPAN**)
AUSTRALIA LNG (MIMI) PTY.)
LTD. ACN 006 303 180 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/~~company~~
~~secretary~~*

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

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

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