



Western Australia

North West Gas Development (Woodside) Agreement Act 1979

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Contents

1.	Short title	1
2.	Interpretation	1
3.	Ratification of the Agreement	2
4.	First Supplementary Agreement	2
5.	Second Supplementary Agreement	2
5A.	Third Supplementary Agreement	3
6A.	Fourth Supplementary Agreement	3
6B.	Fifth Supplementary Agreement	3
6.	Commonwealth <i>Trade Practices Act 1974</i>	4

Schedule 1 — North West Gas Development (Woodside) Agreement

Schedule 2 — First Supplementary Agreement

Schedule 3 — Second Supplementary Agreement

Schedule 4 — Third Supplementary Agreement

**Schedule 5 — Fourth Supplementary
Agreement**

**Schedule 6 — Fifth Supplementary
Agreement**

Notes

Compilation table	124
Other notes	124

Defined terms

North West Gas Development (Woodside) Agreement Act 1979

An Act to ratify an Agreement between the State of Western Australia and Woodside Petroleum Development Pty. Ltd., Woodside Oil Ltd., Mid-Eastern Oil Ltd., North West Shelf Development Pty. Ltd., BP Petroleum Development Australia Proprietary Limited and California Asiatic Oil Co. relating to the production of natural gas and condensate and the establishment of a treatment and liquefaction plant and to matters related thereto.

1. Short title

This Act may be cited as the *North West Gas Development (Woodside) Agreement Act 1979*.

2. Interpretation

In this Act —

the Agreement means the Agreement a copy of which is set out in Schedule 1 and includes that Agreement as altered from time to time in accordance with its provisions;

the Fifth Supplementary Agreement means the agreement a copy of which is set out in Schedule 6;

the First Supplementary Agreement means the agreement a copy of which is set out in Schedule 2;

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

the Second Supplementary Agreement means the agreement a copy of which is set out in Schedule 3;

the Third Supplementary Agreement means the agreement a copy of which is set out in Schedule 4.

[Section 2 amended: No. 45 of 1985 s. 3; No. 95 of 1994 s. 4; No. 25 of 1996 s. 4; No. 9 of 2015 s. 4; No. 3 of 2020 s. 4.]

3. Ratification of the Agreement

- (1) The Agreement is hereby ratified.
- (2) The implementation of the Agreement is authorised, and all the provisions of the Agreement shall operate and take effect notwithstanding any other Act or law.

4. First Supplementary Agreement

- (1) The First Supplementary Agreement is ratified.
- (2) The implementation of the First supplementary Agreement is authorised.
- (3) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the First Supplementary Agreement shall operate and take effect notwithstanding any other Act or law.

[Section 4 inserted: No. 45 of 1985 s. 4; amended: No. 95 of 1994 s. 5.]

5. Second Supplementary Agreement

- (1) The Second Supplementary Agreement is ratified.
- (2) The implementation of the Second Supplementary Agreement is authorised.
- (3) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the Second Supplementary Agreement shall operate and take effect notwithstanding any other Act or law.

[Section 5 inserted: No. 95 of 1994 s. 6.]

5A. Third Supplementary Agreement

- (1) The Third Supplementary Agreement is ratified.
- (2) The implementation of the Third Supplementary Agreement is authorised.
- (3) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the Third Supplementary Agreement shall operate and take effect notwithstanding any other Act or law.

[Section 5A inserted: No. 25 of 1996 s. 5.]

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.

[Section 6A inserted: No. 9 of 2015 s. 5.]

6B. Fifth Supplementary Agreement

- (1) The Fifth Supplementary Agreement is ratified.
- (2) The implementation of the Fifth Supplementary Agreement is authorised.
- (3) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the Fifth Supplementary Agreement operates and takes effect despite any other Act or law.

[Section 6B inserted: No. 3 of 2020 s. 5.]

6. Commonwealth *Trade Practices Act 1974*

- (1) The doing of anything that is referred to in an agreement as authorised for the purposes of section 51(1)(b) of the *Trade Practices Act 1974* of the Commonwealth is authorised for those purposes.
- (2) In subsection (1), ***agreement*** means an agreement the implementation of which is authorised by this Act.

[Section 6 inserted: No. 95 of 1994 s. 6.]

Schedule 1 — North West Gas Development (Woodside) Agreement

[s. 2]

[Heading amended: No. 19 of 2010 s. 4.]

THIS AGREEMENT made this 27th day of November, 1979, BETWEEN THE HONOURABLE SIR CHARLES WALTER MICHAEL COURT, K.C.M.G., O.B.E., 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 (hereinafter called “the State”) of the one part and WOODSIDE PETROLEUM DEVELOPMENT PTY. LTD. a company incorporated in Western Australia and having its registered office at 13th Floor, Allendale Square, 77 St. George’s Terrace, Perth, WOODSIDE OIL LTD. a company incorporated in Victoria and having its registered office at 459 Collins Street, Melbourne, MID-EASTERN OIL LTD. a company incorporated in Victoria and having its registered office at 459 Collins Street, Melbourne, NORTH WEST SHELF DEVELOPMENT PTY LTD. a company incorporated in Victoria and having its registered office at 155 William Street, Melbourne, BP PETROLEUM DEVELOPMENT AUSTRALIA PROPRIETARY LIMITED a company incorporated in Victoria and having its registered office at BP House, 1 Albert Road, Melbourne and CALIFORNIA ASIATIC OIL CO. a company registered in Western Australia as a foreign company having its registered office in that State care of Messrs. Jackson McDonald and Co., 55 St. George’s Terrace, Perth (hereinafter collectively called “the Joint Venturers” in which term shall be included their respective successors and permitted assigns and appointees) of the other part.

WHEREAS:

- (a) the Joint Venturers pursuant to the *Petroleum (Submerged Lands) Act 1967* of the Commonwealth and the *Petroleum (Submerged Lands) Act 1967* of the State hereinafter together referred to as “the Petroleum (Submerged Lands) Acts” are the holders of permits and have applied for production licences in respect of areas in the offshore Dampier region;
- (b) the Joint Venturers are currently examining the feasibility of developing gas fields in the offshore Dampier region;

- (c) the Joint Venturers have pursuant to a Memorandum of Understanding dated 11th November, 1977 with the State Energy Commission of Western Australia reached a basic agreement relating to the onshore use by the Joint Venturers and the said State Energy Commission of up to 10.5 million cubic metres per day of treated natural gas over a 20 year term which Memorandum of Understanding will (except as otherwise agreed between the Joint Venturers and the said State Energy Commission) if the proposed development referred to in these recitals proceeds, be incorporated into formal gas sales agreements between the said State Energy Commission and each Joint Venturer in proportion to its equity in the project (which agreements shall take effect according to their tenor) and into any formal gas sales agreements which may be made between industrial users in the Pilbara and each Joint Venturer in proportion to its equity in the project;
- (d) the Commonwealth of Australia has approved the sale by the Joint Venturers to customers overseas of up to 6.5 million tonnes per annum of liquefied natural gas over a term of not less than 20 years;
- (e) the Joint Venturers are currently proceeding with related studies which include —
 - (i) the offshore production of natural gas and condensate and a pipeline system to carry it ashore;
 - (ii) the establishment of an onshore treatment and liquefaction plant and associated facilities and infrastructure;
 - (iii) the sale of condensate within Australia and elsewhere;
 - (iv) the sale of liquefied natural gas overseas; and
 - (v) the sale of treated natural gas within Australia and the pipeline transportation of such gas to industrial customers in the Pilbara;
- (f) the State desires to facilitate the proposed development referred to in these recitals;

- (g) the State and the Joint Venturers recognise the need for employment opportunity for the Western Australian workforce and for participation in the proposed development by suppliers manufacturers contractors and consultants resident in Western Australia.

NOW THIS AGREEMENT WITNESSETH:

Definitions¹

1. In this Agreement subject to the context —

“apply”, “approve”, “approval”, “consent”, “certify”, “direct”, “inform”, “notify”, “request” or “require” means apply, approve, approval, consent, certify, direct, inform, notify, request or require in writing as the case may be and any inflexion or derivation of any of those words has a corresponding meaning;

“approved proposal” means any proposal approved under this Agreement;

“associated company” means —

- (a) any company or corporation providing for the purposes of this Agreement capital of not less than \$2 000 000 or the equivalent thereof which is incorporated or formed within the United Kingdom the United States of America the Netherlands or Australia or such other country as the Minister may approve and which —
- (i) is promoted by the Joint Venturers or any of them for all or any of the purposes of this Agreement and in which the Joint Venturers or any of them or some other company or corporation acceptable to the Minister hold not less than a 25% interest or some lesser interest acceptable to the Minister; or
- (ii) is related within the meaning of that term as used in section 6 of the *Companies Act 1961*, to one or more of the Joint Venturers or to any company in which the Joint Venturers or any of them or some other company or corporation acceptable to the Minister hold not less than 25% of the issued ordinary share capital; and

- (iii) is notified to the Minister by the Joint Venturers or any of them as being such a company;
- (b) any company or corporation approved in writing by the Minister;

“Clause” means a clause of this Agreement;

“commencement date” means the date the Bill referred to in Clause 3 comes into operation as an Act;

“Commonwealth” means the Commonwealth of Australia and includes the Government for the time being thereof;

“constructional phase” means the period of this Agreement during which the port facilities, the onshore facilities and any other works required to implement the overall project are in the course of construction and terminating on the date of substantial completion thereof;

“Joint Venturers’ workforce” means the persons (and the dependants of those persons) connected directly with the Joint Venturers’ activities under this Agreement, whether or not such persons are employed by the Joint Venturers;

“Land Act” means the *Land Act 1933*;

“local authority” means the council of a municipality that is a city, town or shire constituted under the *Local Government Act 1960*;

“Minister” means the Minister in the Government of the State for the time being responsible (under whatsoever title) for the administration of the Act to ratify this Agreement and pending the passing of that Act means the Minister for the time being designated in a notice from the State to the Joint Venturers and includes the successors in office of the Minister;

“month” means calendar month;

“offshore Dampier region” means the area of the North West Shelf of Australia offshore Dampier which is held from time to time by the Joint Venturers pursuant to permits or licences granted under the Petroleum (Submerged Lands) Acts and includes the locations known as “North Rankin”, “Angel” and “Goodwyn” declared pursuant to those Acts;

“onshore facilities” means the treatment plant and other onshore facilities associated with the overall project;

“operational phase” means the period of this Agreement following the date the treatment plant first comes into operation and produces saleable product of either treated natural gas or liquefied natural gas;

“overall project” means the project referred to and contemplated in the recitals to this Agreement;

“person” or “persons” includes bodies corporate;

“port authority” means the port authority to be created pursuant to subclause (1) of Clause 13;

“port facilities” means any or all of the facility or facilities to load and ship liquefied natural gas and/or condensate, the general cargo facility, the offshore servicing facility, the construction landing facility (including the land and the ancillary facilities associated with each such facility or facilities), the access channels, swinging basins and mooring basins, navigational aids and associated marine facilities to be constructed by the Joint Venturers in the vicinity of Withnell Bay which port facilities are referred to in Clause 13;

“public road” means a road as defined by the *Road Traffic Act 1974*;

“Public Works Act” means the *Public Works Act 1902*;

“said State” means the State of Western Australia;

“special borrowings” means moneys borrowed and/or utilised for the purposes of this Agreement with the special approval of the Australian Loan Council by authorities constituted under the laws of the State and local authorities;

“State Energy Commission” means the State Energy Commission of Western Australia established pursuant to the *State Energy Commission Act 1945*;

“this Agreement” “hereof” and “hereunder” refers to this Agreement whether as executed or as from time to time added to varied or amended;

“treatment plant” means the onshore plant to be constructed by the Joint Venturers for the liquefaction and treatment of natural gas and condensate as contemplated in the recitals to this Agreement.

Interpretation¹

2. In this Agreement —
- (a) monetary references are references to Australian currency unless otherwise specifically expressed;
 - (b) power given under any clause other than Clause 29 to extend any period or date shall be without prejudice to the power of the Minister under Clause 29;
 - (c) marginal notes do not affect the interpretation or construction¹; and
 - (d) reference to an Act unless otherwise specifically expressed includes the amendments to that Act for the time being in force and also any Act passed in substitution therefor or in lieu thereof and the regulations for the time in force thereunder.

Initial obligations of the State¹

3. The State shall —
- (a) introduce and sponsor a Bill in the Parliament of Western Australia to ratify this Agreement and endeavour to secure its passage as an Act prior to 31st December, 1979 and
 - (b) to the extent reasonably necessary for the purposes of this Agreement allow the Joint Venturers to enter upon Crown lands (including, if applicable, land the subject of a pastoral lease).

Ratification and operation¹

4. (1) The provisions of this Agreement other than this Clause and Clauses 1, 2, 3, 5 and 6 shall not come into operation until the Bill referred to in Clause 3 has been passed by the Parliament of Western Australia and comes into operation as an Act.

(2) If before 31st December, 1979 the said Bill has not commenced to operate an Act this Agreement will, unless the parties hereto otherwise agree, then cease and determine and neither of the parties hereto will have any claim

against the other of them with respect to any matter or thing arising out of, done, performed or omitted to be done or performed under this Agreement.

(3) On the said Bill commencing to operate as an Act all the provisions of this Agreement shall operate and take effect notwithstanding the provisions of any Act or law.

Initial obligations of the Joint Venturers ¹

5. (1) The Joint Venturers shall continue their studies to enable them to determine whether the overall project is technically and economically viable and shall endeavour to complete such studies by 30th November, 1979.

(2) The Joint Venturers shall advise the Minister at quarterly intervals commencing from the date of this Agreement as to their progress under subclause (1) of this Clause.

(3) The Joint Venturers shall liaise with the Minister in respect of any studies relevant to the overall project which the Minister may desire to undertake.

Notice of intention to proceed with the overall project ¹

6. The Joint Venturers shall notify the Minister by 11th December, 1979 (or such later date as the Minister and the Joint Venturers may agree) whether the Joint Venturers intend to proceed with the overall project and shall at the same time furnish to the Minister a summary of the results of their studies.

Proposals ¹

7. (1) If the Joint Venturers notify the Minister of their intention to proceed with the overall project the Joint Venturers shall within 6 months of the date of such notice (or thereafter within such extended time as the Minister may allow as hereinafter provided) and subject to the provisions of this Agreement, submit to the Minister (having due regard where applicable to the environmental review and management programme previously submitted by the Joint Venturers and the State's responses thereto) their proposals in such reasonable detail as will enable the Minister to administer this Agreement having regard to the overall obligations of the parties hereunder which shall include, as appropriate — plans and specifications, the location, area, lay-out, design, quantities, materials, time programme and phasing for the provision of each of the following matters relating to the overall project, namely —

- (a) the treatment plant;
- (b) roads,
- (c) port facilities having regard to the overall development of the port of Dampier;
- (d) water supply;
- (e) housing and township requirements including social and engineering services;
- (f) power supply;
- (g) any leases, licences, easements or other tenures of land required from the State;
- (h) airport and heliport;
- (i) any other works services or facilities desired by the Joint Venturers; and
- (j) an environmental management programme as to measures to be taken, in respect of the Joint Venturers' activities under this Agreement, for the protection and management of the environment.

Order of proposals¹

(2) The proposals may with the approval of the Minister be submitted separately and in any order as to the matter or matters mentioned in one or more of paragraphs (a) to (j) of subclause (1) of this Clause.

Use of existing infrastructure¹

(3) The proposals relating to any of the matters mentioned in subclause (1) of this Clause may with the approval of the Minister and that of any third parties concerned instead of providing for the construction of new facilities of the kind therein mentioned provide for the use by the Joint Venturers upon reasonable terms and conditions of any existing facilities of such kind.

Information¹

- (4) At the time when the Joint Venturers submit the said proposals they shall furnish to the Minister in addition to the said proposals —
- (a) an outline of the proposed marketing arrangements for natural gas liquefied natural gas and condensate;
 - (b) an outline of the proposed method of financing the overall project;

- (c) an outline of the proposed offshore platforms and pipelines; and
- (d) without derogating from the Joint Venturers' obligations under the *Petroleum Pipelines Act 1969*, the proposed routes (including outline descriptions) of the Joint Venturers' pipelines. If any beyond the treatment plant for natural gas and condensate,

PROVIDED that with respect to paragraphs (a) to (c) of this subclause the Joint Venturers shall not be required to submit to the Minister information in excess of that required to be submitted by the Joint Venturers pursuant to Commonwealth and State legislation from time to time in force.

Consideration of proposals¹

8. (1) On receipt of the said proposals the Minister shall —
- (a) approve of the said proposals either wholly or in part without qualification or reservation; or
 - (b) defer consideration of or decision upon the same until such time as the Joint Venturers submit a further proposal or proposals in respect of some other of the matters mentioned in subclause (1) of Clause 7 not covered by the said proposals; or
 - (c) require as a condition precedent to the giving of his approval to the said proposal that the Joint Venturers make such alteration thereto or comply with such conditions in respect thereto as he (having regard to the circumstances including the overall development of and the use by others as well as the Joint Venturers of all or any of the facilities proposed to be provided) thinks reasonable and in such a case the Minister shall disclose his reasons for such alterations or conditions.

Advice of Minister's decision¹

(2) The Minister shall within two months after receipt of, the said proposals give notice to the Joint Venturers of his decision in respect to the same.

Consultation with Minister¹

(3) If the decision of the Minister is as mentioned in either of paragraphs (b) or (c) of subclause (1) of this Clause the Minister shall afford the Joint Venturers full opportunity to consult with him and should they so desire to

submit new or revised proposals either generally or in respect to some particular matter.

Minister's decision subject to arbitration¹

(4) If the decision of the Minister is as mentioned in either of paragraphs (b) or (c) of subclause (1) of this Clause and the Joint Venturers consider that the decision is unreasonable the Joint Venturers within 2 months after receipt of the notice mentioned in subclause (2) of this Clause may elect to refer to arbitration in the manner hereinafter provided the question of the reasonableness of the decision.

Arbitration award¹

(5) An award made on an arbitration pursuant to subclause (4) of this Clause shall have force and effect as follows —

- (a) if by the award the dispute is decided against the Joint Venturers then unless the Joint Venturers within 3 months after delivery of the award give notice to the Minister of their acceptance of the award this Agreement shall on the expiration of that period of 3 months cease and determine; or
- (b) if by the award the dispute is decided in favour of, the Joint Venturers the decision shall take effect as a notice by the Minister that he is so satisfied with and approves the matter or matters the subject of the arbitration.

Special borrowings¹

- (6) (a) If prior to approving all or any of the Joint Venturers' proposals submitted pursuant to Clause 7, any application to the Australian Loan Council for special borrowings required in connection with any such proposal has not been approved, the Minister shall so advise the Joint Venturers.
- (b) The Joint Venturers shall within 2 months of the receipt of the advice referred to in paragraph (a) of this subclause, submit to the Minister a new or revised proposal (either generally or in respect to some particular subject matter) which is not subject to either special borrowings or, unless the Minister consents, the provision of finance by the State or a statutory authority thereof or a local authority and the

other provisions of this Clause shall subject to this subclause apply to any such proposals.

Effect of non-approval of proposals¹

(7) Notwithstanding that under subclause (1) of this Clause any proposals of the Joint Venturers are approved of by the Minister or determined by arbitration award, unless each and every proposal under this Clause are so approved or determined within 15 months of the date of the notice referred to in Clause 6 or within such extended period if any as the Joint Venturers shall be granted pursuant to the provisions of this Agreement then the Minister may give to the Joint Venturers 12 months notice of intention to determine this Agreement and unless before the expiration of the said 12 months period all the proposals are so approved or determined this Agreement shall cease and determine.

Additional proposals¹

9. If the Joint Venturers at any time during the continuance of this Agreement desire to modify expand or otherwise vary their activities substantially from those specified in any approved proposals they shall give notice of such desire to the Minister and within 2 months thereafter shall submit to the Minister proposals in respect of all matters covered by such notice and such of the other matters mentioned in paragraphs (a) to (i) of subclause (1) of Clause 7 and other relevant information as the Minister may require. The provisions of Clause 7 and Clause 8 (other than subclauses (5) and (7) where applicable shall *mutatis mutandis* apply to proposals submitted pursuant to this subclause.

Implementation of approved proposals¹

10. The Joint Venturers shall implement the approved proposals in accordance with the terms thereof so that the treatment plant first comes into operation and produces saleable product of either treated natural gas or liquefied natural gas within a period of 5 years from the date they gave notice of intention to proceed under Clause 6.

Additional proposals for the protection and management of the environment¹

11. (1) The Joint Venturers shall in respect of the matters referred to in paragraph (j) of subclause (1) of Clause 7 and which are the subject of approved

proposals under this Agreement, carry out an ongoing programme of investigation and monitoring to ascertain the effectiveness of the measures they are taking pursuant to their approved proposals for the protection and management of the environment.

(2) The Joint Venturers shall, during the currency of this Agreement, at yearly intervals commencing from the date when the Joint Venturers' proposals are approved, submit an interim report to the Minister concerning investigations and monitoring carried out pursuant to subclause (1) of this Clause and at 3 yearly intervals commencing from such date submit a detailed report to the Minister on the result of the investigations and monitoring during the previous 3 years.

(3) The Minister may within 2 months of the receipt of the detailed report pursuant to subclause (2) of this Clause notify the Joint Venturers that he requires further detailed proposals to be submitted for the protection and management of the environment.

(4) The Joint Venturers shall within 2 months of the receipt of a notice given pursuant to subclause (3) of this Clause submit to the Minister for his approval detailed proposals as required and the provisions of Clause 8 (other than subclauses (5) (6) and (7)) where applicable shall *mutatis mutandis* apply in respect of such proposals.

(5) The Joint Venturers shall implement the decision of the Minister or an award made on an arbitration as the case may be in accordance with the terms thereof.

Use of local professional services labour and materials ¹

12. (1) The Joint Venturers shall, for the purposes of this Agreement, as far as it is reasonable and economically practicable so to do —
- (a) use the services of engineers, surveyors, architects and other professional consultants resident and available within the said State;
 - (b) use labour available within the said State;
 - (c) when preparing specifications, calling for tenders and letting contracts for works materials plant equipment and supplies ensure that Western Australian suppliers manufacturers and contractors are given reasonable opportunity to tender or quote; and

- (d) give proper consideration and where possible preference to Western Australian suppliers manufacturers and contractors when letting contracts or placing orders for works materials plant equipment and supplies where price quality delivery and service are equal to or better than that obtainable elsewhere.

(2) The Joint Venturers shall in every contract entered into with a third party for the supply of services labour works materials plant equipment and supplies for the purposes of this Agreement require as a condition thereof that such third party shall undertake the same obligations as are referred to in subclause (1) of this Clause.

(3) The Joint Venturers shall from time to time during the currency of this Agreement when requested by the Minister submit a report concerning their implementation of the provisions of this Clause and information concerning the performance of third parties in relation thereto pursuant to subclause (2) of this Clause.

Port authority legislation¹

13. (1) The State shall as soon as practicable after the Joint Venturers' proposals have been approved hereunder enact legislation to provide for a port authority to administer the port of Dampier and to be responsible for shipping operations and movements within that port.

Port facilities¹

(2) The Joint Venturers shall, in accordance with the approved proposals, construct at or in the vicinity of Withnell Bay such facilities as may be necessary (including associated offshore facilities and ancillary facilities for storage, handling and shipment appropriate for the purposes for which such facilities are to be constructed) to meet their needs for the following —

- (a) to load and ship liquefied natural gas;
- (b) to load and ship condensate;
- (c) to service offshore activities;
- (d) to land onshore construction materials and equipment; and
- (e) to handle general cargo.

Dredging and navigational aids¹

(3) The Joint Venturers shall in accordance with the approved proposals dredge access channels, swinging basins and mooring basins and instal navigational aids appropriate for the facilities constructed pursuant to subclause (2) of this Clause.

Cost of construction of facilities and dredging and navigational aids¹

- (4) (a) The cost of the facilities constructed pursuant to subclause (2) of this Clause and of the dredging and of the installation of the navigational aids referred to in subclause (3) of this Clause shall, subject to the provisions of paragraph (b) of this subclause, be the responsibility of the Joint Venturers.
- (b) The cost of any facility to handle general cargo constructed pursuant to subclause (2) of this Clause (in this Clause hereinafter referred to as “the general cargo facility”), which shall at all times be owned by the port authority, shall be met by the port authority out of special borrowings (subject to the provisions of subclause (6) of Clause 8).

Liquefied natural gas and condensate loading facilities¹

(5) The Joint Venturers shall have the sole use of any facility or facilities to load liquefied natural gas and/or condensate constructed pursuant to subclause (2) of this Clause and shall operate and maintain such facility or facilities at their expense during the currency of this Agreement.

Construction materials and equipment landing facility¹

(6) Subject to the provisions of subclause (10) of this Clause the Joint Venturers shall at their expense operate and maintain and have priority of use of any facility to land onshore construction materials and equipment constructed pursuant to subclause (2) of this Clause (hereinafter in this Clause referred to as “the construction landing facility”) during the constructional phase and such extended period as the Joint Venturers have a continuing use for the construction landing facility pursuant to this Clause. Thereafter the parties hereto shall reach agreement as to whether the Joint Venturers shall —

- (a) hand over the construction landing facility to the port authority; or

- (b) demolish and remove the construction landing facility and leave the surrounding area in a tidy condition.

General cargo facility¹

(7) The Joint Venturers shall at their expense operate and maintain to the satisfaction of the port authority and have priority of use of the general cargo facility during the constructional phase. At the end of such phase the port authority shall thereafter operate and maintain the general cargo facility.

Offshore servicing facility¹

(8) Subject to the provisions of subclause (10) of this Clause the Joint Venturers shall at their expense operate and maintain and have priority of use of any facility to service offshore activities constructed pursuant to subclause (2), of this Clause (hereinafter in this Clause referred to as the offshore servicing facility) during the currency of this Agreement.

Operation and maintenance of dredged areas and navigational aids¹

(9) The port authority shall operate and maintain the dredged areas and navigational aids referred to in subclause (3) of this Clause during the currency of this Agreement.

Third party access¹

(10) The Joint Venturers shall not unreasonably refuse to permit third parties on reasonable terms and conditions to have access to the offshore servicing facility during the currency of this Agreement and, during the constructional phase the general cargo facility and the construction landing facility PROVIDED ALWAYS THAT the Joint Venturers operations are not significantly prejudiced thereby.

Special circumstances¹

(11) Where in this Clause the Joint Venturers are given a priority to use the offshore servicing facility and the general cargo facility, that priority shall, if the Harbour Master considers that an emergency or other special circumstance has arisen, be subject to such directions as the Harbour Master may determine.

Charges¹

(12) The Joint Venturers shall enter into an agreement with the port authority to pay to the port authority for the use of the port by the Joint Venturers and others on their behalf hereunder such charges as will include a

recoup to the port authority of all costs incurred by it in financing providing operating and maintaining facilities under this Clause notwithstanding the provisions of Clause 28 PROVIDED THAT the component of such charge relating to the financing of the general cargo facility will be calculated on the extent of the Joint Venturers' use of that facility but at no time will such calculation be based on a sum less than the total cost of that facility minus \$2 000 000 unless others using that facility (in addition to the Joint Venturers) are subject to a separate component charge for the use of that facility by the port authority.

Township and housing¹

14. (1) The Joint Venturers shall cause to be provided at no cost to the State suitable accommodation where necessary for the Joint Venturers' workforce —

- (a) for the purposes of the constructional phase in Karratha and/or at such other locality as may be specified in the approved proposals and in planning for such accommodation the Joint Venturers shall have regard to and provide for the preservation of the welfare and amenity of Karratha and/or such other existing townships; and
- (b) for the purposes of the operational phase, in Karratha.

(2) The State shall, during the currency of this Agreement provide in Karratha and/or such other locality as the State may approve, any school, hospital and police facilities of a permanent nature or any other State facility of a permanent nature that may be required by reason of the Joint Venturers' activities.

(3) If required by the State the Joint Venturers shall advance to the State such funds as the State may require to construct any permanent facility of the type referred to in subclause (2) of this Clause during the constructional phase and upon such facility being utilized by the State during the operational phase the State shall repay such funds to the Joint Venturers on terms and conditions to be agreed between the parties.

(4) The Joint Venturers shall at their cost during the constructional phase, provide at Karratha or such other locality as the State shall approve such temporary school, hospital and police facilities in addition to or in lieu of the facilities of the type referred to in subclause (2) of this Clause as may be necessary by reason of the Joint Venturers' activities hereunder.

(5) The Joint Venturers shall confer with the Minister and the relevant local authority with a view to assisting in the cost of providing appropriate community recreation, civic, social and commercial amenities required for the Joint Venturers' workforce hereunder.

(6) The State shall, in accordance with the Joint Venturers' approved proposals cause to be made available lots of land in Karratha for purchase by the Joint Venturers at prices to be fixed by the State (having regard to the price of similar lots then being made available by the State to others) which will include the cost to the State of developing and servicing such land including the provision of adjacent local head works in respect of water and sewerage.

Roads — Private roads¹

15. (1) The Joint Venturers shall —
- (a) be responsible for the provision of finance for and the construction and maintenance of all private roads which shall be used in their operations hereunder;
 - (b) at their cost make such provision as shall ensure that all persons and vehicles (other than those engaged upon the Joint Venturers' operations and their invitees and licencees) are excluded from use of any such private roads; and
 - (c) at any place where such private roads are constructed by the Joint Venturers so as to cross any public roads provide adequate grade separation or such other reasonable protection as may be required by the Commissioner of Main Roads.

Public roads¹

(2) The State shall construct or cause to be constructed by either the Joint Venturers or others within such period of time as the parties shall agree sealed public roads in accordance with the requirements of the Commissioner of Main Roads connecting the onshore facilities and the port facilities to the existing public road in the vicinity of Dampier. The cost of such construction shall be borne by the Joint Venturers subject to the State contributing such amount as the State considers to be a reasonable proportion thereof not exceeding a total of \$1 000 000.

Maintenance of public roads¹

(3) The State shall maintain or cause to be maintained public roads over which it has control (and which may be used by the Joint Venturers) to a standard similar to comparable public roads maintained by the State. In the event that the Joint Venturers' road haulage operations require the use of a public road which is inadequate for the purpose, or results in excessive damage or deterioration of any public road (other than fair wear and tear) the Joint Venturers shall pay to the State the whole or part of the total cost of any upgrading required or of making good the damage or deterioration as may be reasonably required by the Commissioner of Main Roads.

Liability¹

- (4) The parties hereto further covenant and agree with, each other that —
- (a) for the purpose of determining whether and the extent to which —
 - (i) the Joint Venturers are liable to any person or body corporate (other than the State); or
 - (ii) an action is maintainable by any such person or body corporatein respect of the death or injury of any person or damage to any property arising out of the use of any of the roads for the maintenance of which the Joint Venturers are responsible hereunder and for no other purpose the Joint Venturers shall be deemed to be a municipality and the said roads shall be deemed to be streets under the care control and management of the Joint Venturers; and
 - (b) for the purposes of this Clause the terms “municipality” “street” and “care control and management” shall have the meanings which they respectively have in the *Local Government Act 1960*.

Airport and heliport¹

16. (1) The Joint Venturers shall confer with the Minister and the Shire of Roebourne with a view to reaching agreement on any upgrading of existing airport facilities and services that may be necessary for the Joint Venturers' operations hereunder.

(2) Any upgrading of facilities and services required pursuant to any agreement entered into under subclause (1) of this Clause shall be implemented by the Shire of Roebourne from funds obtained from special borrowings less any funds made available by the Commonwealth of Australia for that purpose (subject to the provisions of subclause (6) of Clause 8).

Charges¹

(3) Any agreement entered into pursuant to subclause (1) of this Clause shall provide that the Joint Venturers shall pay to the Shire of Roebourne for the use of the facilities and services provided under subclause (2) of this Clause such charges as will include a recoup to the Shire of such proportion of all costs incurred by it in financing providing operating and maintaining such facilities and services as shall be attributable to the Joint Venturers use thereof notwithstanding the provisions of Clause 28.

(4) Where pursuant to any approved proposal, the Joint Venturers are permitted to construct a new heliport, such new heliport and the facilities and services associated therewith shall be installed and operated at the cost of the Joint Venturers.

Power — Conference as to requirements for overall project¹

17. (1) The Joint Venturers shall confer with the State Energy Commission with respect to the Joint Venturers' power requirements for the overall project during the constructional phase and the operational phase.

Karratha¹

(2) Power for the housing of the Joint Venturers' workforce in Karratha shall be provided by the State Energy Commission during the currency of this Agreement at the standard conditions of supply from time to time applying in Karratha.

Onshore facilities and port facilities¹

(3) The Joint Venturers and the State Energy Commission may enter into arrangements for the provision of power to the onshore facilities and the port facilities during the currency of this Agreement on terms and conditions to be negotiated between them.

Access to Pilbara Integrated Power System¹

(4) The State Energy Commission shall grant the Joint Venturers access to any integrated system of power supply which the Commission may construct and administer in the Pilbara area. The Joint Venturers are empowered to enter into any arrangements for the sale and exchange of power to or with the State Energy Commission as may be agreed between them.

Use of special borrowing powers¹

(5) The State Energy Commission shall utilise to the maximum extent practicable any special borrowings which may be made available for the integration of power supplies in the Pilbara area or for the purposes of this Agreement to satisfy any obligations incurred by the State Energy Commission pursuant to subclauses (2), (3) and (4) of this Clause.

Charges¹

(6) In the event that special borrowings are utilised for the purposes of subclauses (3) and (4) of this Clause any charges agreed between the Joint Venturers and the State Energy Commission pursuant to the said subclauses shall include the recoup of the State Energy Commission of all costs associated with the special borrowings incurred by it (including the repayment of special borrowings) in financing any works required pursuant to subclauses (3) and (4) of this Clause and such recoup shall be paid to the State Energy Commission notwithstanding the provisions of Clause 28.

Temporary works¹

(7) The State Energy Commission may require that the costs associated with the provision of any temporary works required to be constructed by them during the constructional phase to provide for the Joint Venturers' power requirements, shall be met by the Joint Venturers.

Water — general¹

18. (1) Subject to the provisions of this Clause the State or a statutory body designated by the State (in this Clause referred to as "the designated statutory body") shall arrange for the design and construction of, and shall operate and maintain, all works required during the currency of this Agreement for the supply of water to the Joint Venturers for their purposes hereunder and for the needs of the Joint Venturers' workforce in Karratha or elsewhere and the population consequential thereto. Such works shall consist of permanent works

to be constructed and utilised during the currency of the Agreement (in this Clause referred to as “the permanent works”), and works required during the constructional phase only which are additional to the permanent works (in this Clause referred to as “the additional works”).

Design and construction¹

- (2) (a) The costs of the design and construction of the permanent works shall be met from special borrowings (subject to the provisions of subclause (6) of Clause 8).
- (b) the costs of the design and construction of the additional works shall be met by the Joint Venturers.
- (c) The Joint Venturers shall enter into an agreement with the State or the designated statutory body pay such charges (in addition to the rates, charges and costs referred to in subclause (3) of this Clause as will recoup to the State or the designated statutory body all costs occurred by the State or the designated statutory body in financing the permanent works notwithstanding the provisions of Clause 28.

Operation and maintenance¹

- (3) (a) The costs of the operation and maintenance of all works required for the supply of water in Karratha will be met by the State or the designated statutory body.
- (b) Rates and charges for water used in Karratha shall be levied from time to time pursuant to the provisions of the *Country Areas Water Supply Act 1947* or such other relevant Act.
- (c) The costs of the operation and maintenance of all works required for the supply of water to locations other than those in Karratha shall be recouped to the State or the designated statutory body by the Joint Venturers in a manner to be agreed upon by the Joint Venturers and the State or the designated statutory body.

Desalination¹

- (4) (a) The Joint Venturers shall investigate the feasibility of using sea water desalination to provide all or part of their potable water requirements for their activities hereunder.

- (b) If the Joint Venturers propose to instal a desalination plant for the purpose of paragraph (a) of this subclause the Joint Venturers shall liaise with the State to enable the State to assess the extent (if any) to which it would be required to upgrade and/or augment its existing water sources for the purposes of this Clause.
- (c) Any desalination plant installed pursuant to this subclause shall be installed operated and maintained by and at the cost of the Joint Venturers.

Leases licences and easements¹

19. (1) The State shall in accordance with the Joint Venturers' approved proposals grant to the Joint Venturers or arrange to have the appropriate authority or other interested instrumentality of the State grant for such periods and on such terms and conditions (including renewal rights) as shall be reasonable having regard to the requirements of the Joint Venturers, leases and where applicable licences easements and rights of way for any purposes related to the Joint Venturers' operations under this Agreement.

Modification of Land Act¹

(2) For the purpose of this Agreement in respect of any of land sold or leased to the Joint Venturers by the State of the Land Act shall be deemed to be modified by:

- (a) the substitution for subsection (2) of section 45A of the following subsection:
 - “(2) Upon the Governor signifying approval pursuant to subsection (1) of this section in respect of any such land the same may subject to this section be sold or leased;”;
- (b) the deletion of the proviso to section 116;
- (c) the deletion of section 135;
- (d) the deletion of section 143;
- (e) the inclusion of a power to offer for sale or leasing land within or in the vicinity of Karratha (or such other existing town as the Minister shall approve) notwithstanding that such land is not within a townsite as constituted under section 10; and
- (f) the inclusion of a power to offer for sale or grant leases or licences for terms or periods and on such terms and conditions (including

renewal rights and prices) and in forms consistent with the provisions of this Agreement in lieu of the terms or periods, the terms and conditions, the prices and the forms referred to in the Land Act.

(3) The provisions of this Clause shall not operate so as to prejudice the rights of the State to determine any lease licence or other right or title in accordance with the other provisions of this Agreement.

Department of Lands and Surveys³ — basic information¹

- (4) (a) The Joint Venturers shall lodge with the Department of Lands and Surveys³ basic information on survey observations, descriptions and access details related to any permanent survey control marks placed by the Joint Venturers for their purposes pursuant to this Agreement.

Consultation¹

- (b) The Joint Venturers shall before commencing any major control surveys relating to any land or proposed improvement thereto confer with the Department of Lands and Surveys³ regarding relevant data to be defined and lodged with that Department³.

Notification of additional reserves of natural gas¹

20. If the Joint Venturers discover reserves of natural gas additional to those required for their commitments contemplated in recitals (c) and (d) of this Agreement during their exploration programme in the offshore Dampier region (carried out under the provisions of the Petroleum (Submerged Lands) Acts), which in the opinion of the Joint Venturers are capable of commercial development the Joint Venturers shall —

- (a) notify the Minister of the extent and nature of such additional reserves;
- (b) having regard to the State's desire for the petrochemical industry to be established in Western Australia, investigate the processing of all or part of such natural gas for use as petrochemical feedstock; and
- (c) enter into discussions with the Minister concerning the utilisation of such natural gas.

Zoning¹

21. The State shall ensure that any lands the subject of any Crown Grant lease licence or easement granted to the Joint Venturers under this Agreement shall be and remain zoned for use or otherwise protected during the currency of this Agreement so that the operations of the Joint Venturers hereunder may be undertaken and carried out thereon without any interference or interruption by the State by any State agency or instrumentality or by any local or other authority of the State on the ground that such operations are contrary to any zoning by-law regulation or order.

Rating¹

22. The State shall ensure that notwithstanding the provisions of any Act or anything done or purported to be done under any Act, the valuation of all lands (whether of a freehold or leasehold nature) the subject of this Agreement (except as to any part upon which a permanent residence shall be erected or which is occupied in connection with that residence and except as to any part upon which there stands any improvements that are used in connection with a commercial undertaking not directly related to the overall project) shall for rating purposes under the *Local Government Act 1960*, be deemed to be on the unimproved value thereof and no such lands shall be subject to any discriminatory rate PROVIDED THAT nothing in this Clause shall prevent the Joint Venturers making the election provided for by section 533B of the *Local Government Act 1960*.

No discrimination¹

23. Except as provided in this Agreement the State shall not impose nor impose nor permit nor authorise any of its agencies or instrumentalities or any local or other authority of the State to impose discriminatory taxes rates or charges of any nature whatsoever on or in respect of the income, titles, property or other assets products materials or services used or produced by or through the operations of the Joint Venturers in the conduct of their business hereunder nor will the State take or permit to be taken by any such State authority any other discriminatory action which would deprive the Joint Venturers of full enjoyment of the rights granted and intended to be granted under this Agreement.

No resumption¹

24. Subject to the performance by the Joint Venturers of their obligations under this Agreement the State shall not during the currency hereof without the consent of the Joint Venturers resume nor suffer nor permit to be resumed by any State instrumentality or by any local or other authority of the State any of the works installations plant equipment or other property for the time being belonging to the Joint Venturers and the subject of or used for the purpose of this Agreement nor any of the works on the lands the subject of any lease or licence granted to the Joint Venturers in terms of this Agreement AND without such consent (which shall not be unreasonably withheld) the State shall not create or grant or permit or suffer to be created or granted by any instrumentality authority of the State as aforesaid any road right-of-way water right or easement of any nature or kind whatsoever over or in respect of any such lands which may unduly prejudice or interfere with the Joint Venturers' operations hereunder.

Resumption for the purposes of Agreement¹

25. The State may as and for a public work under the Public Works Act resume any land required for the purposes of this Agreement and notwithstanding any other provisions of that Act may sell, lease, grant licences easements and rights-of-way or otherwise dispose of such land to the Joint Venturers and the provisions of subsections (2) to (7) inclusive of section 17 and section 17A of that Act shall not apply to or in respect of that land or the resumption thereof. The cost of and incidental to any land resumed at the request of and on behalf of the Joint Venturers by the State shall be paid by the Joint Venturers on demand.

Assignment¹

26. (1) Subject to the provisions of this Clause the Joint Venturers or any of them may at any time —
- (a) assign mortgage charge sublet or dispose of to each other or to an associated company as of right, or to any other company or persons with the consent of the Minister (which consent shall not be unreasonably withheld) the whole or any part of the rights of the Joint Venturers hereunder (including their rights to or as the holder of any lease licence easement grant or other title) and of the obligations of the Joint Venturers hereunder; and

- (b) appoint as of right an associated company or with the consent of the Minister any other company or person to exercise all or any of the powers functions and authorities which are or may be conferred on the Joint Venturers hereunder;

subject however in the case of an assignment subletting disposition or appointment to the assignee sublessee disponee or the appointee (as the case may be) executing 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 Joint Venturers to be complied with observed or performed in regard to the matter or matters the subject of such assignment subletting disposition or appointment.

(2) Notwithstanding anything contained or anything done under or pursuant to subclause (1) of this Clause the Joint Venturers shall at all times during the currency of this Agreement be and remain liable for the due and punctual performance and observance of all the covenants and agreements on their part contained herein and in any lease licence easement grant or other title the subject of an assignment mortgage subletting disposition or appointment under subclause (1) of this Clause PROVIDED THAT the Minister shall release the Joint Venturers or any of them from such liability where he considers such release will not be contrary to the interests of the State.

Variation¹

27. (1) The parties hereto may from time to time by agreement in writing add to substitute for cancel or vary all or any of the provisions of this Agreement or of any lease licence easement grant or other title granted hereunder or pursuant hereto for the purpose of more efficiently or satisfactorily implementing or facilitating any of the objects of this Agreement.

(2) The Minister shall cause an agreement made pursuant to subclause (1) of this Clause in respect of any addition substitution cancellation or variation of the provisions of this Agreement to be laid on the Table of each House of Parliament within 12 sitting days next following its execution.

(3) Either House may, within 12 sitting days of that House after the agreement has been laid before it pass a resolution disallowing the agreement, but if, after the last day on which the agreement might have been disallowed neither House has passed such a resolution the agreement shall have effect from and after that last day.

Force majeure¹

28. This Agreement shall be deemed to be made subject to any delays in the performance of obligations under this Agreement and to the temporary suspension of continuing obligations hereunder which may be occasioned by or arise from circumstances beyond the power and control of the party responsible for the performance of such obligations including delays or any such temporary suspension as aforesaid caused by or arising from act of God *force majeure* earthquakes floods storms tempests washaways fire (unless caused by the actual fault or privity of the party responsible for such performance) act of war or public enemies riots civil commissions strikes lockouts stoppages restraint of labour or other similar acts (whether partial or general) acts or omissions of the Commonwealth shortages or insufficient supply of labour or water or essential materials failure to secure contractors delays of contractors or factors due to overall world economic conditions or factors which could not reasonably have been foreseen PROVIDED ALWAYS that the party whose performance of obligations is affected by any of the said causes shall promptly give notice to the other party of the event or events and shall minimise the effect of the said causes as soon as possible after their occurrence.

Power to extend periods¹

29. Notwithstanding any provision of this Agreement the Minister may at the request of the Joint Venturers from time to time extend or further extend any period or vary or further vary any date referred to in this Agreement for such period or to such later date as the Minister thinks fit whether or not the period to be extended has expired or the date to be varied has passed.

Determination of Agreement¹

30. (1) In any of the following events namely if —
- (a) (i) the Joint Venturers make default which the State considers material in the due performance or observance of any of the covenants or obligations to the State herein or in any lease licence easement grant or other title or document granted or assigned under this Agreement on their part to be performed or observed; or
 - (ii) the Joint Venturers abandon or repudiate their operations under this Agreement

and such default is not remedied or such operations resumed within a period 180 days after notice is given by the State as provided in subclause (2) of this Clause or, if the default (or the materiality thereof) or abandonment is referred to arbitration, then within the period mentioned in subclause (3) of this Clause; or

- (b) the Joint Venturers or any of them go into liquidation (other than a voluntary liquidation for the purpose of reconstruction) and unless within 3 months from the date of such liquidation the interest of that Joint Venturer is assigned to another Joint Venturer or to an assignee approved by the Minister pursuant to Clause 26

the State may by notice to the Joint Venturers determine this agreement.

(2) The notice to be given by the State in terms of subclause (1) of this Clause shall specify the nature of the default or other ground so entitling the State to exercise such right of determination and where appropriate and known to the State the party or parties responsible therefor and shall be given to the Joint Venturers and all such assignees mortgagees chargees and disponees for the time being of the Joint Venturers' said rights to or in favour of whom or by whom an assignment mortgage charge or disposition has been effected in terms of Clause 26 whose name and address for service of notice has previously been notified to the State by the Joint Venturers or any such assignee mortgagee chargee or disponent.

- (3) (a) If the Joint Venturers contest the alleged default abandonment or repudiation referred to in paragraphs (a) and (b) of subclause (1) of this Clause the Joint Venturers shall within 60 days after notice given by the State as provided in subclause (2) of this Clause refer the matter in dispute to arbitration.
- (b) The Joint Venturers shall comply with the arbitration award within a reasonable time to be fixed by the arbitration award PROVIDED THAT if the question is decided against the Joint Venturers and the arbitrator finds that there was a *bona fide* dispute and that the Joint Venturers 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.

(4) If the default referred to in subclause (i) of this Clause shall not have been remedied after receipt of the notice referred to in subclause (1) of this

Clause or within the time fixed by the arbitration award as aforesaid the State instead of determining this Agreement as aforesaid because of such default may itself remedy such default or cause the same to be remedied (for which purpose the State by agents workmen or otherwise shall have full power to enter upon land occupied by the Joint Venturers and to make use of all plant machinery equipment and installations thereon) and the actual costs and expenses incurred by the State in remedying or causing to be remedied such default shall be a debt payable by the Joint Venturers to the State on demand.

(5) Notwithstanding the provisions of this Clause, the determination by the State Energy Commission of any contract for the supply of natural gas between the Joint Venturers or any of them and the State Energy Commission, by reason of the established default of the Joint Venturers or any of them under such contract, shall be deemed to be a breach of this Agreement entitling the State to determine this Agreement forthwith by notice to the Joint Venturers. The State shall cause a copy of such notice to be served upon all such assignees, mortgages, chargees and disponees for the time being of the Joint Venturers' said rights to or in favour of whom or by whom an assignment, mortgage, charge or disposition has been effected in terms of Clause 26 whose name and address for service of notice has previously been notified to the State by the Joint Venturers or any such assignee, mortgagee, chargee or disponee.

Effect of cessation or determination of Agreement ¹

31. (1) On the cessation or determination of this Agreement —
- (a) except as otherwise agreed by the Minister the rights of the Joint Venturers to in or under this Agreement and the rights of the Joint Venturers or of any assignee of theirs or any mortgagee to in or under any lease, licence, easement, grant or other title or right granted hereunder or pursuant hereto shall thereupon cease and determine but without prejudice to the liability of either of the parties hereto in respect of any antecedent breach or default under this Agreement or in respect of any indemnity given hereunder;
 - (b) the Joint Venturers shall forthwith pay to the State all moneys which may then have become payable or accrued due;
 - (c) the Joint Venturers shall pay to the relevant body referred to in subclause (12) of Clause 13, subclause (3) of Clause 16, subclause (6) of Clause 17 and subclause (2) of Clause 18, such amounts as will enable the relevant body to repay any unpaid special borrowings together with interest thereon and any other

charges in accordance with the terms thereof which would otherwise have been recouped by the relevant body by way of charges;

- (d) save as aforesaid and as otherwise provided in this Agreement neither of the parties hereto shall have any claim against the other of them with respect to any matter or thing in or arising out of this Agreement.

(2) Subject to the provisions of subclause (3) of this Clause upon the cessation or determination of this Agreement except as otherwise determined by the Minister all buildings erections and other improvements erected on any land then occupied by the Joint Venturers under any lease, licence, easement, grant or other title made hereunder for the purpose hereof shall become and remain the absolute property of the State without the payment of any compensation or consideration to the Joint Venturers or any other party and freed and discharged from all mortgages and other encumbrances and the Joint Venturers shall do and execute all such deeds documents and other acts matters and things (including surrenders) as the State may reasonably require to give effect to the provisions of this subclause.

(3) In the event of the Joint Venturers immediately prior to the cessation or determination of this Agreement or subsequently thereto desiring to remove any of their fixed or movable plant and equipment or any part thereof from any part of the land occupied by them at the date of such cessation or determination they shall give to the State notice of such desire and thereby shall grant to the State the right or option exercisable within 3 months thereafter to purchase in situ such fixed or movable plant and equipment or any part thereof at a fair valuation to be agreed between the parties or failing agreement determined by arbitration hereunder.

Provision of finance¹

32. (1) Where under any provision of this Agreement the Joint Venturers are liable to make payments to the State the Joint Venturers may, subject to the prior consent of the Minister, in lieu of such payments otherwise provide finance or cause finance to be provided to an equal amount to the particular liability in such manner as may be determined by the Minister.

(2) Where under any provision of this Agreement or any approved proposal thereunder the Joint Venturers are liable to make payments to the State for services and facilities to be provided by the State the parties shall subject to

the relevant provision or approved proposal enter into an agreement regarding the nature and extent of such payments prior to the commencement of any such work or expenditure.

Environmental protection¹

33. Nothing in this Agreement shall be construed to exempt the Joint Venturers from compliance with any requirement in connection with the protection of the environment arising out of or incidental to their activities hereunder that may be made by the State or by any State agency or instrumentality or any local or other authority or statutory body of the State pursuant to any Act from time to time in force.

Indemnity¹

34. Unless the parties otherwise agree the Joint Venturers shall indemnify and keep indemnified the State and its servants agents and contractors in respect of all actions suits claims demands or costs of third parties arising out of or in connection with any work carried out by or on behalf of the Joint Venturers pursuant to this Agreement or arising out of or in connection with the construction maintenance or use by the Joint Venturers or their servants agents contractors or assignees of the Joint Venturers' works or services the subject of this Agreement or the plant apparatus or equipment installed in connection therewith, PROVIDED THAT subject to the provisions of any other relevant Act such indemnity shall not apply in circumstances where the State, its servants, agents, or contractors are negligent in carrying out work for the Joint Venturers pursuant to this Agreement.

Commonwealth licences and consents¹

35. (1) The Joint Venturers shall from time to time where appropriate make application to the Commonwealth or to the Commonwealth constituted agency, authority or instrumentality concerned for the grant to them of any licence or consent under the laws of the Commonwealth necessary to enable or permit the Joint Venturers to enter into this Agreement and to perform any of their obligations hereunder.

(2) On request by the Joint Venturers the State shall make representations to the Commonwealth or to the Commonwealth constituted agency authority or instrumentality concerned for the grant to the Joint Venturers of any licence or consent mentioned in subclause (1) of this Clause.

Subcontracting¹

36. The State shall ensure that without affecting the liabilities of the parties under this Agreement either party shall have the right from time to time to entrust to third parties the carrying out of any portions of the operations which it is authorised or obliged to carry out hereunder.

Stamp duty exemption¹

37. (1) The State shall exempt from any stamp duty which but for the operation of this Clause would or might be chargeable on —
- (a) this Agreement;
 - (b) any instrument executed by the State pursuant to this Agreement granting to or in favour of the Joint Venturers or any of them or any permitted assignee any lease licence easement or other right or rights;
 - (c) any assignment sublease or disposition and any appointment to or in favour of the Joint Venturers or any of them or an associated company of any interest right obligation power function or authority made pursuant to the provisions of this Agreement;
 - (d) any instrument securing a charge (or in respect of any such charge, any statement note or memorandum evidencing or showing the amount or containing particulars of the loan the subject of such charge) over the assets of the Joint Venturers or any of them or an associated company for the purpose of this Agreement;
 - (e) any insurance policy in the name of the Joint Venturers or any of them or an associated company for the purposes of this Agreement; and
 - (f) any agreement relating to the sale of natural gas to which the State Energy Commission is a party

PROVIDED THAT paragraphs (a) (b) (c) (d) and (e) of this subclause shall not apply to any instrument or other document executed or made more than 9 years from the date hereof.

(2) If prior to the date on which the Bill referred to in Clause 3 to ratify this Agreement is passed as an Act stamp duty has been assessed and paid on any instrument or other document referred to in subclause (1) of this Clause the State

when such a Bill is passed as an Act shall on demand refund any stamp duty paid on any such instrument or other document to the person who paid the same.

Arbitration¹

38. (1) Any dispute or difference between the parties arising out of or in connection with this Agreement the construction of this Agreement or as to the rights duties or liabilities of either party hereunder or as to any matter to be agreed upon between the parties under this Agreement shall in default of agreement between the parties and in the absence of any provision in this Agreement to the contrary be referred to the arbitration of two arbitrators one to be appointed by each party the arbitrators to appoint their umpire before proceeding in the reference and every such arbitration shall be conducted in accordance with the provisions of the *Arbitration Act 1895*.

(2) Except where otherwise provided in this Agreement the provisions of this Clause shall not apply to any case where the State the Minister or any other Minister in the Government of the said State is by this Agreement given a discretionary power.

(3) The arbitrators or umpire (as the case may be) of any submission to arbitration hereunder are hereby empowered upon the application of either of the parties to grant in the name of the Minister any interim extension of any period or variation of any date referred to herein which having regard to the circumstances may reasonably be required in order to preserve the rights of that party or of the parties hereunder and an award may in the name of the Minister grant any further extension or variation for that purpose.

Consultation¹

39. The Joint Venturers shall during the currency of this Agreement consult with and keep the State fully informed concerning any action that the Joint Venturers propose to take with the Commonwealth or any Commonwealth constituted agency authority instrumentality or body which in the opinion of the State would adversely affect the overall interest of the State under this Agreement.

Liability of Joint Venturers¹

40. The liability of each of the Joint Venturers under this Agreement shall be separate and shall, subject to the provisions of Clause 26, be limited to the proportion of that Company's equity from time to time in the overall project.

Treatment plant — authority to operate¹

41. Notwithstanding the provisions of Part V of the *Machinery Safety Act 1974*, and recognising the complex specialist and integrated nature of the machinery to be installed in the treatment plant, the Chief Inspector of Machinery upon being satisfied as to the operating standards of the operating company appointed by the Joint Venturers, including training programmes and qualifying levels required for personnel involved, shall authorise the operating company to operate all of the machinery to be installed in the treatment plant.

Marketing authorisation¹

42. The State authorises the Joint Venturers and each of them subject to the provisions of this Agreement and pursuant to recital (c) hereof to sell gas to the State Energy Commission and pursuant to such gas agreements with the State Energy Commission —

- (a) to market gas in the Pilbara to each of their affiliated companies and to major industrial customers who use more than 28 000 cubic metres of gas per day;
- (b) to sell or supply gas to each of their affiliated companies anywhere in Western Australia;
- (c) to construct, finance and operate gas transmission pipelines to each of their customers in the Pilbara.

Gas Undertakings Act exemption¹

43. The provisions of the *Gas Undertakings Act 1947* shall have no application to the Joint Venturers when acting pursuant to and in accordance with the provisions of this Agreement and/or any formal gas sales agreements entered into by the Joint Venturers or any of them with the State Energy Commission pursuant to recital (c) of this Agreement.

Gas sales agreements¹

44. Except as otherwise expressly provided in Clauses 42 and 43 the terms and conditions of this Agreement shall not affect the rights and obligations of the Joint Venturers or any of them and the State Energy Commission under any formal gas sales agreements entered into between them pursuant to recital (c) of this Agreement.

Notices¹

45. Any notice consent or other writing authorised or required by this Agreement to be given or sent shall be deemed to have been duly given or sent by the State if signed by the Minister or by any senior officer of the Civil Service of the said State acting by the direction of the Minister and forwarded by prepaid post or handed to the Joint Venturers at their respective nominated offices for the time being in the said State and by the Joint Venturers if signed on their behalf by any person or persons authorised by the Joint Venturers or by their solicitors as notified to the State from time to time and forwarded by prepaid post or handed to the Minister and except in the case of personal service 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.

Term¹

46. (1) Subject to the provisions of Clause 30 and this Clause, this Agreement shall expire on 31st December 2010.

(2) The Joint Venturers may, provided they are not in default of their obligations under this Agreement, give notice to the Minister not later than 30th September 2010, of —

- (a) their desire to have the provisions of this Agreement extended for such period not exceeding 21 years as the Joint Venturers may nominate in such notice; and
- (b) their arrangements for utilisation of natural gas during such period.

(3) The Minister may, if he agrees with the Joint Venturers' arrangements under paragraph (b) of subclause 2 of this Clause, extend the term of this Agreement accordingly.

Applicable law¹

47. This Agreement shall be interpreted according to the law for the time being in force in the State of Western Australia.

IN WITNESS WHEREOF this Agreement has been executed by or on behalf of the parties hereto the day and year first hereinbefore mentioned.

SIGNED by the said THE
HONOURABLE SIR CHARLES
WALTER MICHAEL COURT,
K.C.M.G., O.B.E., M.L.A. in the
presence of —

}

CHARLES COURT

ANDREW MENSAROS

.....

Minister for
Industrial Development.

THE COMMON SEAL of WOODSIDE
PETROLEUM DEVELOPMENT PTY.
LTD. was hereunto affixed by the
authority of the Board of Directors and
in the presence of —

}

[C.S.]

R. HARRISON
..... Director.

C. J. McCONVILLE
..... Secretary.

THE COMMON SEAL of WOODSIDE
OIL LTD. was hereunto affixed by the
authority of the Board of Directors and
in the presence of —

}

[C.S.]

J. G. DONALDSON
..... Director.

L. L. YOUREN
..... Secretary.

THE COMMON SEAL of
MID-EASTERN OIL LTD. was
hereunto affixed by the authority of the
Board of Directors and in the presence
of — }

[C.S.]

J. G. DONALDSON
..... Director.

L. L. YOUREN
..... Secretary.

THE COMMON SEAL of NORTH
WEST SHELF DEVELOPMENT PTY.
LTD. was hereunto affixed by the
authority of the Board of Directors and
in the presence of — }

[C.S.]

R. L. DUPREY
..... Director.

N. D. WRIGHT
..... Secretary.

THE COMMON SEAL of BP
PETROLEUM DEVELOPMENT
AUSTRALIA PROPRIETARY
LIMITED was hereunto affixed in the
presence of — }

[C.S.]

A. W. GORRIE
..... Director.

J. SPICER
..... Secretary.

SIGNED; SEALED
and DELIVERED

by; ROBERT C. ANDRESEN as the
attorney and in the name of
CALIFORNIA ASIATIC OIL CO.
UNDER POWER OF ATTORNEY
dated the 16th day of March, 1979.

[L.S.]

[Schedule 1 amended: No. 45 of 1985 s. 5.]

Schedule 2 — First Supplementary Agreement

[s. 2]

[Heading amended: No. 19 of 2010 s. 4.]

THIS AGREEMENT is made the 3rd day of July, 1985 BETWEEN:

THE HONOURABLE BRIAN THOMAS BURKE, 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 (hereinafter called “the State”) of the one part and

WOODSIDE PETROLEUM DEVELOPMENT PTY. LTD. a company incorporated in Victoria and having its registered office at Level 40, 385 Bourke Street, Melbourne (hereinafter called “WPD”), WOODSIDE OIL LTD. a company incorporated in Victoria and having its registered office at Level 40, 385 Bourke Street, Melbourne (hereinafter called “Woodoil”), MID-EASTERN OIL LTD. a company incorporated in Victoria and having its registered office at Level 40, 385 Bourke Street, Melbourne (hereinafter called “Mid-Eastern”), SHELL DEVELOPMENT (AUSTRALIA) PROPRIETARY LIMITED a company incorporated in Queensland and having its principal offices in Victoria at 155 William Street, Melbourne (hereinafter called “SDA”), BHP PETROLEUM PTY. LTD. (formerly called Hematite Petroleum Pty. Ltd.) a company incorporated in Victoria and having its registered office at 140 William Street, Melbourne (hereinafter called “BHP Petroleum”), BP DEVELOPMENTS AUSTRALIA LTD. a company registered in Western Australia as a foreign company and having its registered office in that State at 1 Mount Street, Perth (hereinafter called “BPDAL”) and CALIFORNIA ASIATIC OIL COMPANY a company registered in Western Australia as a foreign company having its registered office in that State care of Messrs. Jackson MacDonald and Co., 6 Sherwood Court, Perth (hereinafter called “Calasiatic”) of the other part.

WHEREAS:

- (a) the State of the one part entered into an agreement (hereinafter called “the 1979 Agreement”) dated 27th November, 1979 with WPD, Woodside, Mid-Eastern, North West Shelf Development Pty. Ltd., BP Petroleum Development Australia Proprietary Limited and Calasiatic of the other part (which agreement was ratified by and is scheduled to the *North West Gas Development (Woodside) Agreement Act 1979*);

- (b) by Deed of Assignment dated 20th January, 1981 North West Shelf Development Pty. Ltd. assigned to SDA and BHP Petroleum in equal shares the whole of its right title interest and obligations in and under the 1979 Agreement with effect on and from 29th September, 1980;
- (c) by endorsement dated 21st January, 1981 to the said Deed of Assignment North West Shelf Development Pty. Ltd. was discharged and released with effect on and from 29th September, 1980 from all its obligations undertakings duties and liabilities arising out of the 1979 Agreement;
- (d) by an agreement (hereinafter called “the 1982 Agreement”) dated 15th September, 1982 between the parties hereto (other than BPDAL) and BP Petroleum Development Australia Proprietary Limited entered into pursuant to the provisions of Clause 27 of the 1979 Agreement, the 1979 Agreement was varied in certain respects;
- (e) the 1979 Agreement as varied by the 1982 Agreement is hereinafter referred to as “the Principal Agreement”;
- (f) by Deed of Assignment dated 15th September, 1983 BP Petroleum Development Australia Proprietary Limited assigned to BPDAL the whole of its right title and interest in and under the Principal Agreement with effect from that date;
- (g) by Deed dated 4th May, 1984 BP Petroleum Development Australia Proprietary Limited was released and discharged with effect from 15th September, 1983 from all liabilities and obligations arising under the Principal Agreement;
- (h) in the light of a restructuring by the Joint Venturers of the overall project to enable it to be conducted in two ventures with different ownership of the ventures the parties hereto desire to vary the Principal Agreement in the manner hereinafter set out.

NOW THIS AGREEMENT WITNESSETH:

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. The State shall introduce and sponsor a Bill in the Parliament of Western Australia to ratify this Agreement and endeavour to secure its passage as an Act prior to 31st July, 1985.
3. The provisions of this Agreement other than this Clause and Clause 2 shall not come into operation until the Bill referred to in Clause 2 has been passed by the Parliament of Western Australia and comes into operation as an Act.
4. The Principal Agreement is hereby varied as follows:
 - (1) By deleting in the statement of the names and addresses of the parties at the commencement of the Principal Agreement the following —

“(hereinafter collectively called “the Joint Venturers” in which term shall be included their respective successors and permitted assigns and appointees)”.
 - (2) Clause 1 —
 - (a) in the definition of “associated company”, by adding after “the Netherlands” the following —

“Japan”;
 - (b) in the definition of “Joint Ventures’ workforce”, by deleting “the Joint Venturers’ activities” and substituting the following —

“the activities of the Joint Venturers or any of them”;
 - (c) in the definition of “onshore facilities”, by inserting after “treatment plant” the following —

“the port facilities”;
 - (d) in the definition of “treatment plant”, by inserting after “this Agreement” the following —

“and which will include facilities for the Domgas Venture, facilities for the LNG Venture and facilities common to both Ventures as identified in proposals submitted by the Joint Venturers under this Agreement”;

(e) by inserting, in their appropriate alphabetical positions, the following definitions —

“BHP Petroleum” means BHP Petroleum Pty. Ltd. a company incorporated in Victoria;

“BPDAL” means BP Developments Australia Ltd. a company registered in Western Australia as a foreign company;

“Calasiatic” means California Asiatic Oil Company a company registered in Western Australia as a foreign company;

“Common Property” means —

(i) the onshore facilities use of which is shared by the Domgas Joint Venturers and the LNG Joint Venturers; and

(ii) those rights, conferred by this Agreement (including rights in or under any lease, licence, easement, grant or other title or right granted hereunder), which are vested in or exercisable by both the Domgas Joint Venturers and the LNG Joint Venturers in connection with each of the Domgas Venture and the LNG Venture;

“Domgas Joint Venturers” means the following, each holding the initial percentage interest in the Domgas Venture set opposite its name —

WPD	16-2/3%
Woodoil	25%
Mid-Eastern	8-1/3%
SDA	8-1/3%
BHP Petroleum	8-1/3%
BPDAL	16-2/3%
Calasiatic	16-2/3%

(as may be varied or adjusted from time to time pursuant to Clause 26) and their respective successors, permitted assigns and appointees;

“Domgas Property” means —

- (i) the onshore facilities which are exclusively owned by the Domgas Joint Venturers and the use of which is vested exclusively in the Domgas Joint Venturers; and
- (ii) those rights, conferred by this Agreement (including rights in or under any lease, licence, easement, grant or other title or right granted hereunder) which are vested exclusively in or exercisable exclusively by the Domgas Joint Venturers in connection with the Domgas Venture;

“Domgas Venture” means the construction of Domgas Property the subject of approved proposals and the use of Domgas Property and Common Property by the Domgas Joint Venturers;

“Joint Venturers” means both the Domgas Joint Venturers and the LNG Joint Venturers unless the context otherwise requires;

“LNG Joint Venturers” means the following, each holding the initial percentage interest in the LNG Venture set opposite its name —

WPD	16-2/3%
Woodoil	25%
Mid-Eastern	8-1/3%
SDA	8-1/3%
BHP Petroleum	8-1/3%
BPDAL	16-2/3%
Calasiatic	16-2/3%

(as may be varied or adjusted from time to time pursuant to Clause 6) and their respective successors, permitted assigns and appointees;

“LNG Property” means —

- (i) the onshore facilities which are exclusively owned by the LNG Joint Venturers and the use

of which is vested exclusively in the LNG Joint Venturers; and

- (ii) those rights, conferred by this Agreement (including rights in or under any lease, licence, easement, grant or other title or right granted hereunder) which are vested exclusively in or exercisable exclusively by the LNG Joint Venturers in connection with the LNG Venture;

“LNG Venture” means the construction of LNG Property the subject of approved proposals and the use of LNG Property and Common Property by the LNG Joint Venturers;

“Mid-Eastern” means Mid-Eastern Oil Ltd. a company incorporated in Victoria;

“SDA” means Shell Development (Australia) Proprietary Limited a company incorporated in Queensland;

“Ventures” means the Domgas Venture and the LNG Venture and “Venture” means each of the Domgas Venture and the LNG Venture individually;

“Woodoil” means Woodside Oil Ltd. a company incorporated in Victoria;

“WPD” means Woodside Petroleum Development Pty. Ltd. a company incorporated in Victoria.”.

- (3) Clause 7 subclause (4) —

by inserting in paragraph (a) after “liquefied natural gas” the following —

“liquefied petroleum gas”.

- (4) By inserting after Clause 10 the following clause —

“10A. (1) In respect of all proposals approved hereunder prior to the 4th July, 1985 the Joint Venturers shall submit to the Minister within 60 days of that date proposals to vary such approved proposals so as to identify responsibility for implementation and identify each matter addressed therein and any right conferred by

this Agreement in relation thereto as forming part of one or more of —

- (i) Common Property;
- (ii) Domgas Property; or
- (iii) LNG Property,

and in the case of Common Property defining the extent of the rights to use, and the rights to ownership attaching to each such matter and right (expressed as a percentage or otherwise as the Minister may require) and in the case of each of Common Property, Domgas Property and LNG Property defining the rights, responsibilities and obligations attaching thereto or arising in respect thereof whether under the approved proposals or this Agreement and where any such rights, responsibilities or obligations are not exclusive to any such Property defining the extent to which (expressed as a percentage or otherwise as the Minister may require) the same relate to such Property and where the responsibility for the implementation thereof is with both the Domgas Joint Venturers and the LNG Joint Venturers designating the extent of that responsibility between them. The provisions of Clause 7 and Clause 8 (other than subclauses (5) and (7)) where applicable shall *mutatis mutandis* apply to proposals submitted pursuant to this subclause. The Domgas Joint Venturers and/or the LNG Joint Venturers as the case may require shall implement the decision of the Minister or an award made on an arbitration as the case may be in accordance with the terms thereof.

- (2) Any proposals submitted to the Minister pursuant to the terms of this Agreement on or after the 4th July, 1985 (other than pursuant to subclause (1) of this Clause) or submitted prior to that date but not approved by that date shall be so expressed as to identify responsibility for implementation and identify each matter addressed therein and any right conferred

by this Agreement in relation thereto as forming part of one or more of —

- (i) Common Property;
- (ii) Domgas Property; or
- (iii) LNG Property,

and in the case of Common Property defining the extent of the rights to use, and the rights to ownership attaching to each such matter and right (expressed as a percentage or otherwise as the Minister may require) and in the case of each of Common Property, Domgas Property and LNG Property defining the rights, responsibilities and obligations attaching thereto or arising in respect thereof whether under the approved proposals or this Agreement and where any such rights, responsibilities or obligations are not exclusive to any such Property defining the extent to which (expressed as a percentage or otherwise as the Minister may require) the same relate to such Property and where the responsibility for the implementation thereof is with both the Domgas Joint Venturers and the LNG Joint Venturers designating the extent of that responsibility between them.

- (3) The responsibility for the implementation of approved proposals shall rest with the Joint Venturers of the Venture to which the approved proposals relate or, if an approved proposal or part thereof relates to both Ventures, responsibility for implementation shall rest with the LNG Joint Venturers and the Domgas Joint Venturers in the proportions set forth in the relevant approved proposal.”.

- (5) Clause 13 —

by deleting subclause (12) and substituting the following —

“(12) The Joint Venturers for or in connection with their use of the port shall pay such port charges dues levies and other imposts as are payable pursuant to the legislation applicable to the port authority or regulations made thereunder.”.

- (6) Clause 19 subclause (1) —
by deleting “grant to the Joint Venturers” and substituting the following —
“grant to the Domgas Joint Venturers or the LNG Joint Venturers or both of them as the case may require”.
- (7) Clause 26 —
by deleting Clause 26 and substituting the following clause —
“26. (1) Subject to the provisions of this Clause a Domgas Joint Venturer may at any time —
- (a) assign or otherwise dispose of (whether by sale, dilution or otherwise) or mortgage charge or sublet to each other or to an associated company as of right, or to any other company or person with the consent of the Minister (which consent shall not be unreasonably withheld) the whole or any part of its rights hereunder to Domgas Property and Common Property; and
 - (b) appoint as of right an associated company or with the consent of the Minister any other company or person to exercise all or any of the powers functions and authorities which are or may be conferred on that Domgas Joint Venturer in common with the other Domgas Joint Venturers hereunder;
- subject however in the case of an assignment subletting or other disposition (whether by sale, dilution or otherwise) or appointment to the assignee sublessee disponee or appointee (as the case may be) executing 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 Domgas Joint Venturers to be complied with observed or performed to the extent of the interest in the Domgas Property and the Common Property so assigned sublet or disposed of or the subject of the appointment having regard to the matter or matters the

subject of such assignment subletting disposition or appointment. Each such deed of covenant shall express the proportionate percentages of each Domgas Joint Venturer in the Domgas Venture immediately prior to and on completion of the assignment subletting disposition or appointment as the case may be.

- (2) Notwithstanding anything contained or anything done under or pursuant to subclause (1) of this Clause the Domgas Joint Venturers shall at all times during the currency of this Agreement be and remain liable for the due and punctual performance and observance of all the covenants and agreements on their part contained herein in so far as they relate to Domgas Property or Common Property or to the Domgas Venture (including any lease licence easement grant or other title the subject of an assignment subletting disposition or appointment under subclause (1) of this Clause) PROVIDED THAT the Minister shall release the Domgas Joint Venturer so assigning or disposing of Domgas Property and Common Property to the extent of the proportionate interest therein so assigned or disposed of where he considers such release will not be contrary to the interests of the State.
- (3) Any assignment subletting or other disposition (whether by sale, dilution or otherwise) or appointment effected pursuant to subclause (1) of this Clause by a Domgas Joint Venturer shall not take effect (unless the Minister is satisfied that such assignment subletting or other disposition or appointment will not affect the rights of the State Energy Commission or the performance of the obligations of the assignor sublessor disponent or appointor under the relevant agreement referred to in paragraph (a) of this subclause) until —
 - (a) that Domgas Joint Venturer has assigned sublet or otherwise made over to the assignee sublessee disponent or appointee (as the case may be) a corresponding right title and interest

in any agreement for the supply of natural gas to the State Energy Commission to which that Domgas Joint Venturer may then be a party; and

- (b) the assignee sublessee disponent or appointee (as the case may be) has executed in favour of the State Energy Commission the deed of covenant required by the relevant agreement to comply with observe and perform the provisions of such agreement for the supply of natural gas to which it may then be a party.
- (4) Subject to the provisions of this Clause an LNG Joint Venturer may at any time —
- (a) assign or otherwise dispose of (whether by sale, dilution or otherwise) or mortgage charge or sublet to each other or to an associated company as of right, or to any other company or person with the consent of the Minister (which consent shall not be unreasonably withheld) the whole or any part of its rights hereunder to LNG Property and Common Property; and
 - (b) appoint as of right an associated company or with the consent of the Minister any other company or person to exercise all or any of the powers functions and authorities which are or may be conferred on that LNG Joint Venturer in common with the other LNG Joint Venturers hereunder;

subject however in the case of an assignment subletting or other disposition (whether by sale, dilution or otherwise) or appointment to the assignee, sublessee, disponent or appointee (as the case may be) executing 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 LNG Joint Venturers to be complied with observed or performed to the extent of the interest in

the LNG Property and the Common Property so assigned sublet or disposed of or the subject of the appointment having regard to the matter or matters the subject of such assignment subletting disposition or appointment. Each such deed of covenant shall express the proportionate percentages of each LNG Joint Venturer in the LNG Venture immediately prior to and on completion of the assignment subletting disposition or appointment as the case may be.

- (5) Notwithstanding anything contained or anything done under or pursuant to subclause (4) of this Clause the LNG Joint Venturers shall at all times during the currency of this Agreement be and remain liable for the due and punctual performance and observance of all the covenants and agreements on their part contained herein in so far as they relate to LNG Property or Common Property or to the LNG Venture (including any lease licence easement grant or other title the subject of an assignment subletting disposition or appointment under subclause (4) of this Clause) PROVIDED THAT the Minister shall release the LNG Joint Venturer so assigning or disposing of LNG Property and Common Property to the extent of the proportionate interest therein so assigned or disposed of where he considers such release will not be contrary to the interests of the State.”.

- (8) Clause 30 —

by deleting Clause 30 and substituting the following clause —

“30. (1) In any of the following events namely if —

- (a) (i) the Domgas Joint Venturers make default which the State considers material in the due performance or observance of any of the covenants or obligations to the State herein relating to the Domgas Venture or in any lease licence easement grant or other title or document relating to the Domgas Venture granted or assigned

under this Agreement on their part to be performed or observed; or

- (ii) the Domgas Joint Venturers abandon or repudiate their operations under this Agreement

and such default is not remedied or such operations resumed within a period of 180 days after notice is given by the State as provided in subclause (2) of this Clause or, if the default (or the materiality thereof) or abandonment is referred to arbitration, then within the period mentioned in subclause (3) of this Clause; or

- (b) the Domgas Joint Venturers or any of them go into liquidation (other than a voluntary liquidation for the purpose of reconstruction) and unless within 3 months from the date of such liquidation the interest of that Domgas Joint Venturer is assigned to another Domgas Joint Venturer or to an assignee approved by the Minister pursuant to Clause 26

the State may by notice to the Domgas Joint Venturers determine this Agreement to the extent only that it relates to Domgas Property and the interest of Domgas Joint Venturers in Common Property.

(1A) In any of the following events namely if —

- (a)
 - (i) the LNG Joint Venturers make default which the State considers material in the due performance or observance of any of the covenants or obligations to the State herein relating to the LNG Venture or in any lease licence easement grant or other title or document relating to the LNG Venture granted or assigned under this Agreement on their part to be performed or observed; or
 - (ii) the LNG Joint Venturers abandon or repudiate their operations under this Agreement

and such default is not remedied or such operations resumed within a period of 180 days after notice is given by the State as provided in subclause (2) of this Clause or, if the default (or the materiality thereof) or abandonment is referred to arbitration, then within the period mentioned in subclause (3A) of this Clause; or

- (b) the LNG Joint Venturers or any of them go into liquidation (other than a voluntary liquidation for the purpose of reconstruction) and unless within 3 months from the date of such liquidation the interest of that LNG Joint Venturer is assigned to another LNG Joint Venturer or to an assignee approved by the Minister pursuant to Clause 26

the State may by notice to the LNG Joint Venturers determine this Agreement to the extent only that it relates to LNG Property and the interest of LNG Joint Venturers in Common Property.

- (2) The notice to be given by the State in terms of subclause (1) or subclause (1A) of this Clause shall specify the nature of the default or other ground so entitling the State to exercise such right of determination and where appropriate and known to the State the party or parties responsible therefor and shall be given to the Domgas Joint Venturers or the LNG Joint Venturers (as the case may be) with a copy to the other of them and all such assignees mortgagees chargees and disponees for the time being (as the case may be) of the Domgas Joint Venturers or the LNG Joint Venturers' said rights to or in favour of whom or by whom an assignment mortgage charge or disposition has been effected in terms of Clause 26 whose name and address for service of notice has previously been notified to the State by the Domgas Joint Venturers or the Joint Venturers (as the case may be) or any such assignee mortgagee chargee or disponee.

- (3) (a) If the Domgas Joint Venturers contest the alleged default abandonment or repudiation referred to in paragraphs (a) and (b) of subclause (1) of this Clause the Domgas Joint Venturers shall within 60 days after notice given by the State as provided in subclause (2) of this Clause refer the matter in dispute to arbitration.
- (b) The Domgas Joint Venturers shall comply with the arbitration award within a reasonable time to be fixed by the arbitration award PROVIDED THAT if the question is decided against the Domgas Joint Venturers and the arbitrator finds that there was a bona fide dispute and that the Domgas Joint Venturers 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.
- (3A) (a) If the LNG Joint Venturers contest the alleged default abandonment or repudiation referred to in paragraphs (a) and (b) of subclause (1A) of this Clause the LNG Joint Venturers shall within 60 days after notice given by the State as provided in subclause (2) of this Clause refer the matter in dispute to arbitration.
- (b) The LNG Joint Venturers shall comply with the arbitration award within a reasonable time to be fixed by the arbitration award PROVIDED THAT if the question is decided against the LNG Joint Venturers and the arbitrator finds that there was a bona fide dispute and that the LNG Joint Venturers 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.

- (4) If the default referred to in subclause (1) of this Clause shall not have been remedied after receipt of the notice referred to in subclause (1) of this Clause or within the time fixed by the arbitration award as aforesaid the State instead of determining this Agreement to the extent only that it relates to Domgas Property and the interest of the Domgas Joint Venturers in Common Property as aforesaid because of such default may itself remedy such default or cause the same to be remedied (for which purpose the State by agents workmen or otherwise shall have full power to enter upon lands occupied by the Domgas Joint Venturers and to make use of all plant machinery equipment and installations thereon to the extent that the Domgas Joint Venturers are or were entitled to use that plant machinery equipment and installations) and the actual costs and expenses incurred by the State in remedying or causing to be remedied such default shall be a debt payable by the Domgas Joint Venturers to the State on demand.
- (4A) If the default referred to in subclause (1A) of this Clause shall not have been remedied after receipt of the notice referred to in subclause (1A) of this Clause or within the time fixed by the arbitration award as aforesaid the State instead of determining this Agreement to the extent only that it relates to LNG Property and the interest of LNG Joint Venturers in Common Property as aforesaid because of such default may itself remedy such default or cause the same to be remedied (for which purpose the State by agents workmen or otherwise shall have full power to enter upon lands occupied by the LNG Joint Venturers and to make use of all plant machinery equipment and installations to the extent that the LNG Joint Venturers are or were entitled to use that plant machinery equipment and installations) and the actual costs and expenses incurred thereon by the State in remedying or causing to be remedied such default

shall be a debt payable by the LNG Joint Venturers to the State on demand.

- (5) Notwithstanding the provisions of this Clause, the determination by the State Energy Commission of any agreement for the supply of natural gas between the Domgas Joint Venturers or any of them and the State Energy Commission, by reason of the established default of the Domgas Joint Venturers or any of them under such agreement, shall be deemed to be a breach of this Agreement relating to the Domgas Venture entitling the State to determine this Agreement to the extent only that it relates to Domgas Property and the interest of the Domgas Joint Venturers in Common Property forthwith by notice to the Domgas Joint Venturers. The State shall cause a copy of such notice to be served upon the LNG Joint Venturers and all such assignees mortgagees chargees and disponees for the time being of the Domgas Joint Venturers' said rights to or in favour of whom or by whom an assignment mortgage charge or disposition has been effected in terms of Clause 26 whose name and address for service of notice has previously been notified to the State by the Domgas Joint Venturers or any such assignee mortgagee chargee or disponee.
 - (6) Subject to the provisions of Clause 31, the determination of this Agreement to the extent only that it relates to the Domgas Venture shall not prejudice the rights or obligations of the State and the LNG Joint Venturers in relation to the LNG Venture and the determination of this Agreement to the extent only that it relates to the LNG Venture shall not prejudice the rights or obligations of the State and the Domgas Joint Venturers in relation to the Domgas Venture.”
- (9) Clause 31 —
- (a) subclause (1) —
by deleting subclause (1) and substituting the following subclauses —

- “(1) On cessation or determination of this Agreement in relation to the Domgas Venture only —
- (a) except as otherwise agreed by the Minister and subject to subclause (4) of this Clause the rights of the Domgas Joint Venturers to in or under this Agreement relating to the Domgas Venture and the rights of the Domgas Joint Venturers or of any assignee of theirs or any mortgagee to Domgas Property or Common Property shall thereupon cease and determine but without prejudice to the liability of either of the parties hereto in respect of any antecedent breach or default under this Agreement relating to the Domgas Venture or in respect of any indemnity given hereunder relating to the Domgas Venture;
 - (b) the Domgas Joint Venturers shall forthwith pay to the State all moneys which may then have become payable or accrued due and which relate to the Domgas Venture;
 - (c) the Domgas Joint Venturers shall pay to the relevant body referred to in subclause (12) of Clause 13, subclause (3) of Clause 16, subclause (6) of Clause 17 and subclause (2) of Clause 18, such amounts as will enable the relevant body to repay any unpaid special borrowings which relate to the Domgas Venture together with interest thereon and any other charges in accordance with the terms thereof which would otherwise have been recouped by the relevant body by way of charges and which relate to the Domgas Venture;
 - (d) save as aforesaid and as otherwise provided in this agreement neither of the parties hereto shall have any claim against the other of them with respect to any matter or thing in or arising out of this Agreement relating to the Domgas Venture.

- (1A) On cessation or determination of this Agreement in relation to the LNG Venture only —
- (a) except as otherwise agreed by the Minister and subject to subclause (4A) of this Clause the rights of the LNG Joint Venturers to in or under this Agreement relating to the LNG Venture and the rights of the LNG Joint Venturers or of any assignee of theirs or any mortgagee to LNG Property or Common Property shall thereupon cease and determine but without prejudice to the liability of either of the parties hereto in respect of any antecedent breach or default under this Agreement relating to the LNG Venture or in respect of any indemnity given hereunder relating to the LNG Venture;
 - (b) the LNG Joint Venturers shall forthwith pay to the State all moneys which may then have become payable or accrued due and which relate to the LNG Venture;
 - (c) the LNG Joint Venturers shall pay to the relevant body referred to in subclause (12) of Clause 13, subclause (3) of Clause 16, subclause (6) of Clause 17 and subclause (2) of Clause 18, such amounts as will enable the relevant body to repay any unpaid special borrowings which relate to the LNG Venture together with interest thereon and any other charges in accordance with the terms thereof which would otherwise have been recouped by the relevant body by way of charges and which relate to the LNG Venture;
 - (d) save as aforesaid and as otherwise provided in this Agreement neither of the parties hereto shall have any claim against the other of them with respect to any matter or thing in or arising out of this Agreement relating to the LNG Venture.”;

- (b) subclause 2 —
by inserting after “this Agreement” the following —
“in its entirety”;
- (c) subclause 3 —
by inserting after “this Agreement” the following —
“in its entirety”
- (d) by inserting after subclause (3) the following subclauses —
 - “(4) Subject to the provisions of subclauses (5) and (6) of this Clause upon the cessation or determination of this Agreement to the extent that it relates to the Domgas Venture only, except as otherwise determined by the Minister all Domgas Property shall become and remain the absolute property of the State without the payment of any compensation or consideration to the Domgas Joint Venturers or any other party and freed and discharged from all mortgages and other encumbrances and the Domgas Joint Venturers shall do and execute all such deeds documents and other acts matters and things (including surrenders) as the State may reasonably require to give effect to the provisions of this subclause.
 - (4A) Subject to the provisions of subclauses (5A) and (6A) of this Clause upon the cessation or determination of this Agreement to the extent that it relates to the LNG Venture only, except as otherwise determined by the Minister all LNG Property shall become and remain the absolute property of the State without the payment of any compensation or consideration to the LNG Joint Venturers or any other party and freed and discharged from all mortgages and other encumbrances and the LNG Joint Venturers shall do and execute all such deeds documents and other acts, matters and things (including surrenders) as the State may reasonably require to give effect to the provisions of this subclause.

- (5) In the event of the Domgas Joint Venturers immediately prior to the cessation or determination of this Agreement to the extent that it relates to the Domgas Venture only or subsequently thereto desiring to remove any of the fixed or movable plant and equipment forming part of Domgas Property or any part thereof from any part of the land occupied by them at the date of such cessation or determination the Domgas Joint Venturers shall give to the State notice of such desire and thereby shall grant to the State the right or option exercisable within 3 months thereafter to purchase in situ such fixed or movable plant and equipment or any part thereof at a fair valuation to be agreed between the parties or failing agreement determined by arbitration hereunder.
- (5A) In the event of the LNG Joint Venturers immediately prior to the cessation or determination of this Agreement to the extent that it relates to the LNG Venture only or subsequently thereto desiring to remove any of the fixed or movable plant and equipment forming part of LNG Property or any part thereof from any part of the land occupied by them at the date of such cessation or determination the LNG Joint Venturers shall give to the State notice of such desire and thereby shall grant to the State the right or option exercisable within 3 months thereafter to purchase in situ such fixed or movable plant and equipment or any part thereof at a fair valuation to be agreed between the parties or failing agreement determined by arbitration hereunder.
- (6) Upon determination of this Agreement to the extent that it relates to the Domgas Venture, the interest of the Domgas Joint Venturers in Common Property (in this subclause referred to as “Domgas Common Property”) shall thereupon vest in the LNG Joint Venturers and all obligations and liabilities of the Domgas Joint Venturers under or imposed pursuant to this Agreement to the extent that they relate to Domgas Common Property shall be assumed by the

LNG Joint Venturers subject to the LNG Joint Venturers granting to the State or its nominee such rights to the use of Domgas Common Property as would enable the State or its nominee to receive and process sufficient natural gas to meet the requirements for consumption within the State subject to the quantity and rates of withdrawal priorities expressed in Clause 44A, the State or its nominee paying a reasonable share of the operating costs of the Common Property (relative to the respective uses thereof by the State or its nominee and the LNG Joint Venturers) as agreed from time to time between the LNG Joint Venturers and the Minister or falling agreement as determined by arbitration hereunder.

- (6A) Upon determination of this Agreement to the extent that it relates to the LNG Venture, the interest of the LNG Joint Venturers in Common Property (in this subclause referred to as “LNG Common Property”) shall thereupon vest in the Domgas Joint Venturers and all obligations and liabilities of the LNG Joint Venturers under or imposed pursuant to this Agreement to the extent that they relate to LNG Common Property shall be assumed by the Domgas Joint Venturers subject to the Domgas Joint Venturers granting to the State or its nominee such rights to the use of LNG Common Property as would enable the State or its nominee to receive and process sufficient natural gas to operate the LNG Property subject to the quantity and rates of withdrawal priorities expressed in Clause 44A — the State or its nominee paying a reasonable share of the operating costs of the Common Property (relative to the respective uses thereof by the State or its nominee and the Domgas Joint Venturers) as agreed from time to time between the Domgas Joint Venturers and the Minister or falling agreement as determined by arbitration hereunder.”.

(10) Clause 34 —

by deleting Clause 34 and substituting the following clause —

- “34. (1) Unless the parties otherwise agree the Domgas Joint Venturers shall indemnify and keep indemnified the State and its servants agents and contractors in respect of all actions suits claims demands or costs of third parties arising out of or in connection with any work carried out by or on behalf of the Domgas Joint Venturers pursuant to this Agreement in relation to the Domgas Venture or arising out of or in connection with the construction maintenance or use by the Domgas Joint Venturers or their servants agents contractors or assignees of Domgas Property and Common Property, PROVIDED THAT subject to the provisions of any other relevant Act such indemnity shall not apply in circumstances where the State, its servants, agents, or contractors are negligent in carrying out work for the Domgas Joint Venturers in relation to the Domgas Venture, Domgas Property or Common Property pursuant to this Agreement.
- (2) Unless the parties otherwise agree the LNG Joint Venturers shall indemnify and keep indemnified the State and its servants agents and contractors in respect of all actions suits claims demands or costs of third parties arising out of or in connection with any work carried out by or on behalf of the LNG Joint Venturers pursuant to this Agreement in relation to the LNG Venture or arising out of or in connection with the construction maintenance or use by the LNG Joint Venturers or their servants agents contractors or assignees of LNG Property and Common Property, PROVIDED THAT subject to the provisions of any other relevant Act such indemnity shall not apply in circumstances where the State, its servants, agents, or contractors are negligent in carrying out work for the LNG Joint Venturers in relation to the LNG Venture, LNG Property or Common Property pursuant to this Agreement.”.

- (11) Clause 37 subclause (1) —
by deleting paragraph (f) and substituting the following paragraph —
- “(f) any agreement or instrument relating to the sale of natural gas to which the State Energy Commission is a party, including without limiting the generality thereof —
- (i) each of the heads of agreement dated 3rd July, 1985 between the respective Domgas Joint Venturers and the State Energy Commission;
 - (ii) the deed of amendment, incremental gas pricing agreement and Pilbara purchase agreement to be executed pursuant to each such heads of agreement; and
 - (iii) any purchase notice given pursuant to any such Pilbara purchase agreement”.
- (12) Clause 40 —
by deleting Clause 40 and substituting the following clause —
- “40. (a) The liability of the Domgas Joint Venturers under this Agreement shall be separate from the liability of the LNG Joint Venturers under this Agreement and vice versa.
- (b) In respect of each of the Domgas Venture and the LNG Venture the liability to the State of the Domgas Joint Venturers and the LNG Joint Venturers respectively shall be separate and shall be limited to the percentage proportion set opposite its name in Clause 1 as adjusted or varied consequent upon any assignment disposition or appointment pursuant to Clause 26 and any release granted by the Minister pursuant to that Clause.
- (c) Where a liability under this Agreement relates to both Ventures the extent of the liability of the Domgas Joint Venturers and the LNG Joint Venturers respectively to the State shall be in accordance with the proportions as set forth in the relevant approved proposal.”.

- (13) Clause 42 —
- (a) by deleting “the Joint Venturers” and substituting the following —
“the Domgas Joint Venturers”;
 - (b) by deleting “pursuant to” and substituting the following —
“subject to”;
 - (c) by deleting paragraph (a) and substituting the following paragraph —
“(a) to market gas in the Pilbara to major industrial customers whose annual average consumption exceeds 1.1 million megajoules per day in circumstances where the total demand for gas in the Pilbara exceeds the quantities available to the State Energy Commission under such gas agreements for use in the Pilbara;”.
- (14) Clause 44 —
by deleting “the Joint Venturers” and substituting the following —
“the Domgas Joint Venturers”.
- (15) By inserting after Clause 44 the following clause —
“44A. The Joint Venturers shall at all times during the term of this Agreement and any extensions thereof so exercise the rights conferred upon or vested in them by this Agreement and shall so operate or make use of all onshore facilities so as to ensure the priorities and rates of withdrawal provided for or to be agreed or determined pursuant to Articles V and VII of separate agreements made 30th September, 1980 as amended to 4th July, 1985 between certain of the Joint Venturers and the State Energy Commission are observed.”.
- (16) Clause 46 —
by deleting Clause 46 and substituting the following clause —
“46. (1) Subject to the provisions of Clause 30 and this Clause, this Agreement shall expire on 31st December, 2025.

- (1a) The Joint Venturers shall keep the Minister informed of their intended arrangements for the utilisation of natural gas processed through the onshore facilities during the years 2010 through 2025 and before entering into any arrangements for the sale, use, supply or export of such natural gas during those years the Joint Venturers and the Minister shall consult and reach agreement on the requirements in the State and the manner in which they will be met during those years having regard to requirements for natural gas which the Joint Venturers could make available on arms length commercial terms.
 - (2) The Domgas Joint Venturers or, if permitted by the Minister the LNG Joint Venturers or both the Domgas Joint Venturers and the LNG Joint Venturers may, provided they are not in default of their obligations under this Agreement, give notice to the Minister not later than 30th September, 2025, of —
 - (a) their desire to have the provisions of this Agreement extended for such period not exceeding 21 years as may be nominated in such notice; and
 - (b) their arrangements for utilisation of natural gas during such period.
 - (3) The Minister may, if he agrees with the arrangements of the Domgas Joint Venturers or the LNG Joint Venturers or both of them under paragraph (b) of subclause (2) of this Clause, extend the term of this Agreement so far as it relates to the Venture or Ventures the subject of such arrangements accordingly.”.
5. If prior to the date on which the Bill referred to in Clause 2 to ratify this Agreement is passed as an Act stamp duty has been assessed and paid on any instrument or other document referred to in Clause 37 of the Principal Agreement (as amended by this Agreement) the State when such a Bill is passed as an Act shall on demand refund any stamp duty paid on any such instrument or other document to the person who paid the same.

IN WITNESS WHEREOF this Agreement has been executed by or on behalf of the parties hereto the day and year first hereinbefore mentioned.

SIGNED by the said THE HONOURABLE BRIAN THOMAS BURKE, M.L.A. in the presence of: JULIAN GRILL, Minister for Transport.	}	BRIAN BURKE.
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THE COMMON SEAL of WOODSIDE PETROLEUM DEVELOPMENT PTY. LTD. was hereunto affixed by authority of the Board of Directors in the presence of:	}	[C.S.] <u>D. C. K. ALLEN.</u> <u>M. F. POLLARD.</u> Director. Secretary.
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THE COMMON SEAL of WOODSIDE OIL LTD. was hereunto affixed by authority of the Board of Directors in the presence of:	}	[C.S.] <u>D. C. K. ALLEN.</u> <u>M. F. POLLARD.</u> Director. Secretary.
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THE COMMON SEAL of MID-EASTERN OIL LTD. was hereunto affixed by authority of the Board of Directors in the presence of:	}	[C.S.] <u>D. C. K. ALLEN.</u> <u>M. F. POLLARD.</u> Director. Secretary.
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SIGNED, SEALED AND
DELIVERED by
BASIL DOUGLAS SOUTH
as the attorney and in the name
of SHELL DEVELOPMENT
(AUSTRALIA)
PROPRIETARY LIMITED
UNDER POWER OF
ATTORNEY dated the 1st day
of July, 1985 in the presence of:
S. B. McCARTHY.

[L.S.]
B. D. SOUTH.

SIGNED, SEALED AND
DELIVERED by
ROSS PEDDAR HARRISON
as the attorney and in the name
of BHP PETROLEUM PTY.
LTD. UNDER POWER OF
ATTORNEY dated the 1st day
of July, 1985 in the presence of:
J. N. DYNON.

[L.S.]
R. HARRISON.

THE COMMON SEAL of
BP DEVELOPMENTS
AUSTRALIA LTD. was
hereunto affixed:

[C.S.]
RODNEY CHASE. KEN JAMESON.
by: attest:
President Director

SIGNED SEALED AND
DELIVERED by
CHARLES A. JORDAN
as the attorney and in the name
of CALIFORNIA ASIATIC
OIL COMPANY UNDER
POWER OF ATTORNEY
dated the 25th day
of February 1983 in the
presence of:
DIX A. NEWELL.

}
[L.S.]
C. A. JORDAN.

[Schedule 2 inserted: No. 45 of 1985 s. 6.]

Schedule 3 — Second Supplementary Agreement

[s. 2]

[Heading amended: No. 19 of 2010 s. 4.]

THIS AGREEMENT is made the 23rd day of November 1994

B E T W E E N

THE HONOURABLE RICHARD FAIRFAX COURT, B.Com., M.L.A.,
Premier of the State of Western Australia, acting for and on behalf of the
Government of the said State and its instrumentalities from time to time
(hereinafter called the “State”) of the one part

AND

WOODSIDE PETROLEUM DEVELOPMENT PTY. LTD. ACN
006 325 631 a company incorporated in Victoria and having its registered office
at Level 40, 385 Bourke Street, Melbourne (hereinafter called “WPD”),
WOODSIDE OIL LTD. ACN 005 482 986 a company incorporated in
Victoria and having its registered office at Level 40, 385 Bourke Street,
Melbourne (hereinafter called “Woodoil”), **MID-EASTERN OIL LTD.** ACN
004 538 210 a company incorporated in Victoria and having its registered office
at Level 40, 385 Bourke Street, Melbourne (hereinafter called “Mid-Eastern”),
SHELL DEVELOPMENT (AUSTRALIA) PROPRIETARY LIMITED
ACN 009 663 576 a company incorporated in Queensland and having its
registered office in Victoria at Level 18, Shell House, 1 Spring Street,
Melbourne (hereinafter called “SDA”), **BHP PETROLEUM (NORTH WEST
SHELF) PTY. LTD.** ACN 004 514 489 (formerly called BHP Petroleum Pty.
Ltd.) a company incorporated in Victoria and having its registered office at
Level 19, BHP Petroleum Plaza, 120 Collins Street, Melbourne (hereinafter
called “BHP Petroleum”), **BP DEVELOPMENTS AUSTRALIA LTD.**
ARBN 007 507 959 a company organised and existing under the laws of the
State of Louisiana, United States of America and registered in Australia as a
foreign company and having its registered office in Victoria at care of
BP Australia Limited, 33rd Floor, The Tower Melbourne Central,
360 Elizabeth Street, Melbourne (hereinafter called “BPDAL”), **CHEVRON
ASIATIC LIMITED** ARBN 009 473 090 (formerly called California Asiatic
Oil Company) a corporation organised and existing under the laws of the
State of Delaware, United States of America and registered in Australia as a
foreign company and having its registered office in Western Australia at

27th Floor, 44 St George's Terrace, Perth, (hereinafter called "Chevron") and **JAPAN AUSTRALIA LNG (MIMI) PTY. LTD.** ACN 006 303 180 a company incorporated in Victoria and having its registered office at Level 33, 385 Bourke Street, Melbourne (hereinafter called "MIMI") of the other part.

WHEREAS:

- (a) the State of the one part entered into an agreement (hereinafter called the "1979 Agreement") dated 27 November 1979 with WPD, Woodoil, Mid-Eastern, North West Shelf Development Pty. Ltd., BP Petroleum Development Australia Proprietary Limited and Chevron of the other part (which agreement was ratified by and is scheduled to the *North West Gas Development (Woodside) Agreement Act 1979*);
- (b) by Deed of Assignment dated 20 January 1981 North West Shelf Development Pty. Ltd. assigned to SDA and BHP Petroleum in equal shares the whole of its right title interest and obligations in and under the 1979 Agreement with effect on and from 29 September 1980;
- (c) by endorsement dated 21 January 1981 to the said Deed of Assignment North West Shelf Development Pty. Ltd. was discharged and released with effect on and from 29 September 1980 from all its obligations undertakings duties and liabilities arising out of the 1979 Agreement;
- (d) by an agreement (hereinafter called the "1982 Agreement") dated 15 September 1982 between the parties hereto (other than BPDAL and MIMI) and BP Petroleum Development Australia Proprietary Limited entered into pursuant to the provisions of clause 27 of the 1979 Agreement, the 1979 Agreement was varied in certain respects;
- (e) by Deed of Assignment dated 15 September 1983 BP Petroleum Development Australia Proprietary Limited assigned to BPDAL the whole of its right title and interest in and under the 1979 Agreement, as amended, with effect from that date;
- (f) by Deed dated 4 May 1984 BP Petroleum Development Australia Proprietary Limited was released and discharged with effect from 15 September 1983 from all liabilities and obligations arising under the 1979 Agreement, as amended;
- (g) by an agreement (hereinafter called the "1985 Agreement") dated 3 July 1985 between the parties hereto (other than MIMI), which agreement was ratified by and is scheduled to the *North West Gas*

Development (Woodside) Agreement Amendment Act 1985, the 1979 Agreement was further varied;

- (h) the 1979 Agreement as varied by the 1982 Agreement and the 1985 Agreement is hereinafter referred to as the “Principal Agreement”;
- (i) by Deed of Assignment dated 2 August 1985 WPD, Woodoil and Mid-Eastern assigned to BHP Petroleum one-sixth of their rights and obligations as LNG Joint Venturers under the Principal Agreement with effect from that date;
- (j) by Deed of Assignment dated 2 August 1985 WPD, Woodoil and Mid-Eastern assigned to SDA one-sixth of their rights and obligations as LNG Joint Venturers under the Principal Agreement with effect from that date;
- (k) by Deed of Assignment dated 2 August 1985 WPD, Woodoil and Mid-Eastern assigned to MIMI one-third of their rights and obligations as LNG Joint Venturers under the Principal Agreement with effect from that date;
- (l) by three releases, each dated 2 August 1985, pursuant to clause 26 of the Principal Agreement the Minister in the Government of the State for the time being responsible for the administration of the *North West Gas Development (Woodside) Agreement Act 1979* released WPD, Woodoil and Mid-Eastern from their liabilities and obligations as LNG Joint Venturers under the Principal Agreement in respect of the interests the subject of the assignments referred to in recitals (i), (j) and (k) hereof; and
- (m) the parties hereto desire to vary the Principal Agreement in manner hereinafter set out.

NOW THIS AGREEMENT WITNESSES:

1. Unless the context otherwise requires 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. The State shall introduce and sponsor a Bill in the Parliament of Western Australia to ratify this Agreement and shall endeavour to secure its passage as an Act on or before 31 December 1994.

3. The provisions of this Agreement other than this clause and clauses 1 and 2 shall not come into operation unless and until -
- (a) legislation abolishing the State Energy Commission and establishing an Electricity Corporation and a Gas Corporation have been passed by the Parliament of Western Australia and come into operation as Acts;
 - (b) the agreements referred to in paragraphs (i) - (vi) of the definition of Disaggregation Contracts in clause 4(1) are entered into; and
 - (c) the Bill to ratify this Agreement referred to in clause 2 has come into operation as an Act,

in each case on or before 1 January 1995 or such later date as may be agreed by the parties hereto.

4. The Principal Agreement is hereby varied as follows -

- (1) Clause 1 -

by inserting, in the appropriate alphabetical positions, the following definitions -

“Commission Contracts” mean those agreements for the sale and purchase of natural gas dated 30 September 1980, entered into by each Domgas Joint Venturer as seller and the State Energy Commission as buyer, as varied from time to time;

“Disaggregation Contracts” means those agreements for the sale and purchase of First Priority Gas entered into by each Domgas Joint Venturer as seller and the several Replacement Buyers as buyers, as varied from time to time, and being as at the Disaggregation date agreements (each for terms of up to 12 years) entered into by each Domgas Joint Venturer with:

- (i) the Electricity Corporation (for electricity generation in the South West) for a daily contract quantity of approximately 120 TJ per day;
- (ii) the Electricity Corporation (for electricity generation in the Pilbara) for a daily contract quantity of approximately 12 TJ per day;
- (iii) the Gas Corporation for a daily contract quantity of approximately 95 TJ per day;

- (iv) Alcoa of Australia Limited for a daily contract quantity of approximately 170 TJ per day;
- (v) Hamersley Iron Pty. Limited for a daily contract quantity of approximately 14 TJ per day; and
- (vi) Robe River Mining Co. Pty. Ltd. and each other Robe River Iron Associates participant for an aggregate daily contract quantity of approximately 4 TJ per day;

“Disaggregation date” means 1 January 1995 or such later date as the parties to this Agreement may agree;

“Electricity Corporation” means the Electricity Corporation of Western Australia constituted by the *Electricity Corporation Act 1994*;

“Export Gas” means natural gas withdrawn from the Licence Areas for the purposes and up to the quantity referred to in subclause (3) of Clause 44A;

“First Priority Gas” means sufficient proven reserves of natural gas in the Licence Areas to deliver the balance as at the Disaggregation date of the 3023 PJ the subject of the Commission Contracts and which balance became as at the Disaggregation date the subject of the agreements referred to in paragraphs (i) - (vi) of the definition of Disaggregation Contracts;

“Fuel Gas” means natural gas produced from the Licence Areas for:

- (a) the operation of production wells, production facilities, platforms, pipelines, plant, machinery and other equipment for the production, transportation, handling or processing of natural gas from the Licence Areas;
- (b) gas lift operations, repressuring, pressure maintenance or cycling operations within the Licence Areas;

Gas Corporation means the Gas Corporation of Western Australia constituted by the *Gas Corporation Act 1994*;

Licence Areas means the areas specified in Production Licences WA-1-L, WA-2-L, WA-3-L, WA-4-L, WA-5-L and WA-6-L issued pursuant to the *Petroleum (Submerged Lands) Act 1967* of the Commonwealth;

LNG Contracts means the agreements for the sale and purchase of liquefied natural gas dated 3 July 1985 entered into by each LNG Joint Venturer as seller and the buyers therein named, as varied from time to time;

Permit Areas means the areas specified in Exploration Permits WA-28-P and WA-33-P issued pursuant to the *Petroleum (Submerged Lands) Act 1967* of the Commonwealth;

Pilbara means the areas constituting the shires of East Pilbara, Ashburton, Roebourne and Port Hedland;

Replacement Buyers means:

- (a) each of:
 - (i) Electricity Corporation;
 - (ii) Gas Corporation;
 - (iii) Alcoa of Australia Limited;
 - (iv) Hamersley Iron Pty Limited; and
 - (v) Robe River Mining Co. Pty. Ltd. and each other Robe River Iron Associates participant,as buyers of portions of First Priority Gas together with their respective successors and permitted assigns as such buyers; and
- (b) any other person who becomes a buyer of any portion of First Priority Gas as such a buyer;

South West means all areas of the State of Western Australia other than the Pilbara;

Third Priority Gas means sufficient proven reserves of natural gas in the Licence Areas and the Permit Areas to deliver 2041 PJ which are additional to the reserves dedicated to First Priority Gas and Export Gas;

- (2) Clause 20 -
by deleting “contemplated in recitals (c) and (d) of this Agreement” and substituting the following -
“in respect of First Priority Gas and Export Gas”.
- (3) By deleting subclause (5) of clause 30.

- (4) Clause 37 subclause (1) -
by deleting paragraph (f) and substituting the following paragraph -
“(f) the agreements referred to in paragraphs (i) - (vi) of the
definition of Disaggregation Contracts in Clause 1”.
- (5) Clause 42 -
by deleting clause 42 and substituting the following clause -
“42. In accordance with and for the purposes only of
section 51(1)(b) of the *Trade Practices Act 1974* of the
Commonwealth, the State authorises:
- (a) each Domgas Joint Venturer:
 - (i) to sell natural gas to each of the relevant Replacement Buyers pursuant to the agreements referred to in paragraphs (i) - (vi) of the definition of Disaggregation Contracts in Clause 1 on such terms, including as to price, and subject to such conditions as may be agreed between the Domgas Joint Venturers and each such Replacement Buyer;
 - (ii) to sell or supply natural gas to each of their affiliated companies anywhere in Western Australia; and
 - (b) marketing arrangements between each Domgas Joint Venturer and the Electricity Corporation whereby, in the Pilbara, the Electricity Corporation is not until 30 June 2005 to:
 - (i) sell natural gas purchased from the Gas Corporation being gas purchased by the Gas Corporation pursuant to the agreement referred to in paragraph (iii) of the definition of Disaggregated Contracts in Clause 1 or any Domgas Joint Venturer (to the extent such gas is withdrawn from the Licence Areas); or
 - (ii) use any gas described in subparagraph (i) other than for satisfying its requirements from time to time in respect of electricity generation and distribution business.”.

- (6) Clause 43 -
by deleting “formal gas sales agreements entered into by the Joint Venturers or any of them with the State Energy Commission pursuant to recital (c) of this Agreement” and substituting the following -
“of the agreements referred to in paragraphs (i) - (vi) of the definition of Disaggregation Contracts in Clause 1”.
- (7) Clause 44 -
by deleting “State Energy Commission under any formal gas sales agreements entered into between them pursuant to recital (c) of this Agreement” and substituting the following -
“relevant Replacement Buyers under any of the agreements referred to in paragraphs (i) - (vi) of the definition of Disaggregation Contracts in Clause 1”.
- (8) Clause 44A -
by deleting clause 44A and substituting the clause set forth in the Schedule to this Agreement.
5. If prior to the date on which this Agreement comes into operation stamp duty has been assessed and paid on any agreement referred to in paragraph (f) of subclause (1) of Clause 37 of the Principal Agreement (as inserted by this Agreement) the State when this Agreement comes into operation shall on demand refund the stamp duty paid on any such agreement to the person who paid the same.

THE SCHEDULE

- 44A. (1) Subject to the reservation set out in subclause (3) of this Clause, the Joint Venturers shall at all times during the term of this Agreement and any extensions thereof so exercise the rights conferred upon or vested in them by this Agreement and shall so operate or make use of all onshore facilities so as to ensure that the priorities set out in subclauses (2) and (4) of this Clause are observed and performed.
- (2) As the first priority, First Priority Gas shall be reserved for delivery and use in Western Australia subject only to the reservations in the

Commission Contracts and the Disaggregation Contracts in relation to Fuel Gas.

- (3) Subject to the first priority referred to in subclause (2) of this Clause, each Joint Venturer expressly reserves the right and is entitled to withdraw from the Licence Areas a quantity of natural gas not exceeding (when aggregated with the quantities withdrawn for the same purpose by all of the Joint Venturers) 198,000,000,000 cubic metres of natural gas for sale, use or supply outside Australia and to operate Common Property for that purpose.

Such aggregate amount includes quantities of gas withdrawn from the Licence Areas from which liquefied natural gas has been produced, sold and delivered under the LNG Contracts.

- (4) Subject to the first priority in relation to First Priority Gas referred to in subclause (2) of this Clause and the reservation of Export Gas referred to in subclause (3) of this Clause, Third Priority Gas, in such quantities as are commercially producible, shall be reserved for and sold, used or supplied only for consumption in Western Australia.
- (5) All other sales, uses and disposals by the Joint Venturers or any of them of natural gas produced from:
- (a) the Licence Areas shall rank in priority after and be subject to the priorities and reservations referred to in subclauses (2), (3) and (4) of this Clause;
 - (b) the Permit Areas shall rank in priority after and be subject to the reservation referred to in subclause (4) of this Clause.
- (6) (a) To enable the State to be satisfied that the Joint Venturers will continue to be able to meet their commitments and obligations in respect of Third Priority Gas, the Joint Venturers shall deliver to the State the information referred to in paragraph (b):
- (i) by 30 June of each year during the term of this Agreement;
 - (ii) within 30 days of any material changes to the information most recently provided; and

THE COMMON SEAL of)
JAPAN AUSTRALIA LNG)
(MIMI) PTY. LTD. was hereunto) C.S.
affixed by authority of the Board of)
Directors in the presence of:)

Director J Okada
Secretary M Sweeney

[Schedule 3 inserted: No. 95 of 1994 s. 7.]

Schedule 4 — Third Supplementary Agreement

[s. 2]

[Heading amended: No. 19 of 2010 s. 4.]

THIS AGREEMENT is made the 29th day of May 1996

B E T W E E N

THE HONOURABLE RICHARD FAIRFAX COURT, B.Com., M.L.A.,
Premier of the State of Western Australia, acting for and on behalf of the
Government of the said State and its instrumentalities from time to time
(hereinafter called the “State”) of the one part

AND

WOODSIDE PETROLEUM DEVELOPMENT PTY. LTD.

ACN 006 325 631 a company incorporated in Victoria and having its registered
office at Level 40, 385 Bourke Street, Melbourne, **WOODSIDE OIL LTD.**

ACN 005 482 986 a company incorporated in Victoria and having its registered
office at Level 40, 385 Bourke Street, Melbourne, **MID-EASTERN OIL LTD.**

ACN 004 538 210 a company incorporated in Victoria and having its registered
office at Level 40, 385 Bourke Street, Melbourne, **SHELL DEVELOPMENT**

(AUSTRALIA) PROPRIETARY LIMITED ACN 009 663 576 a company
incorporated in Queensland and having its registered office in Victoria at
Level 18, Shell House, 1 Spring Street, Melbourne, **BHP PETROLEUM**

(NORTH WEST SHELF) PTY. LTD. ACN 004 514 489 a company
incorporated in Victoria and having its registered office at Level 19,

BHP Petroleum Plaza, 120 Collins Street, Melbourne, **BP DEVELOPMENTS**

AUSTRALIA LTD. ARBN 007 507 959 a company organised and existing
under the laws of the State of Louisiana, United States of America and
registered in Australia as a foreign company and having its registered office in

Victoria at care of BP Australia Limited, 32nd Floor, The Tower Melbourne
Central, 360 Elizabeth Street, Melbourne, **CHEVRON ASIATIC LIMITED**

ARBN 009 473 090 a corporation organised and existing under the laws of the
State of Delaware, United States of America and registered in Australia as a
foreign company and having its registered office in Western Australia at

27th Floor, 44 St George’s Terrace, Perth and **JAPAN AUSTRALIA LNG**

(MIMI) PTY. LTD. ACN 006 303 180 a company incorporated in Victoria and
having its registered office at Level 33, 385 Bourke Street, Melbourne of the
other part.

WHEREAS:

- (a) the parties hereto are now the parties to the agreement (hereinafter called the “1979 Agreement”) dated 27 November 1979 which was ratified by and is scheduled to the *North West Gas Development (Woodside) Agreement Act 1979* as varied by -
 - (i) the agreement dated 15 September 1982 entered into pursuant to the provisions of clause 27 of the 1979 Agreement;
 - (ii) the agreement dated 3 July 1985 which was ratified by and is scheduled to the *North West Gas Development (Woodside) Agreement Amendment Act 1985*; and
 - (iii) the agreement dated 23 November 1994 which was ratified and is scheduled to the *North West Gas Development (Woodside) Agreement Amendment Act 1994*;
- (b) the 1979 Agreement as so varied is hereinafter referred to as the “Principal Agreement”; and
- (c) the parties hereto desire to vary the Principal Agreement in manner hereinafter set out.

NOW THIS AGREEMENT WITNESSES:

- 1. Unless the context otherwise requires 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. The State shall introduce and sponsor a Bill in the Parliament of Western Australia to ratify this Agreement and shall endeavour to secure its passage as an Act on or before 31 December 1996.
- 3. The provisions of this Agreement other than this clause and clauses 1 and 2 shall not come into operation unless and until the Bill referred to in clause 2 has been passed by the Parliament of Western Australia and comes into operation as an Act.
- 4. The Principal Agreement is hereby varied by inserting after Clause 41 the following clause -
 - “41A. (1) In this Clause -
“**BHP DRI Contract**” means the agreement entered into on 23 August 1995 by the Domgas Joint Venturers as sellers

THE COMMON SEAL of)
WOODSIDE OIL LTD. is affixed in)
accordance with its articles of) C.S.
association in the presence of:)

Director D. Larke
Secretary M. Morrison

THE COMMON SEAL of)
MID-EASTERN OIL LTD. is affixed)
in accordance with its articles of) C.S.
association in the presence of:)

Director D. Larke
Secretary M. Morrison

THE COMMON SEAL of **SHELL**)
DEVELOPMENT (AUSTRALIA))
PROPRIETARY LIMITED was) C.S.
hereunto affixed by Authority of the)
directors and in the presence of:)

Director B. Wheelahan
Secretary S. McCarthy

THE COMMON SEAL of **BHP**)
PETROLEUM (NORTH WEST)
SHELF) PTY. LTD. was hereunto) C.S.
affixed by authority of the Board of)
Directors:)

Director A. Howell
Secretary A. James

THE COMMON SEAL of BP)	
DEVELOPMENTS AUSTRALIA)	C.S.
LTD. was hereunto affixed:)	
by:		
President		D. Roemmich
attest:		
Director		R. McGimpsey
THE COMMON SEAL of CHEVRON)	
ASIATIC LIMITED was hereunto)	
affixed by authority of the Board of)	C.S.
Directors in the presence of:)	
Director		J. Gass
Assistant Secretary		J. Welch
THE COMMON SEAL of JAPAN)	
AUSTRALIA LNG (MIMI) PTY.)	
LTD. was hereunto affixed by)	C.S.
Authority of the Board of Directors in)	
the presence of:)	
Director		J. Okada
Secretary		M. Sweeney

[Schedule 4 inserted: No. 25 of 1996 s. 6.]

Schedule 5 — Fourth Supplementary Agreement

[s. 2]

[Heading inserted: No. 9 of 2015 s. 6.]

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**

**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, MEc., 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.

- (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;

- (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 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
- (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 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 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 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")

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 of witness)

CHERYL DICKSON.....)
Full name of witness (block letters)

5 BASS ROAD BULL CREEK WA.....)
Address of witness)

LAWYER.....)
Occupation of witness)

[Signature].....)
Signature of attorney)

ROBERT JAMES COLE.....)
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 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

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

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

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

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

[Signature].....
Signature of attorney

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

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

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

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

GENERAL MANAGER.....
Occupation of witness

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

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

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

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

[Schedule 5 inserted: No. 9 of 2015 s. 6.]

Schedule 6 — Fifth Supplementary Agreement

[s. 2]

[Heading inserted: No. 3 of 2020 s. 6.]

2019

**THE HONOURABLE MARK McGOWAN
PREMIER OF THE STATE OF WESTERN AUSTRALIA**

AND

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

**SHELL AUSTRALIA PTY LTD
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**

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

RATIFIED VARIATION AGREEMENT

[Solicitor's details]

THIS AGREEMENT is made this 9th day of September 2019

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 (the "**State**") of the one part

AND

WOODSIDE ENERGY LTD. ACN 005 482 986 of 11 Mount Street, Perth, Western Australia, **SHELL AUSTRALIA PTY LTD** ACN 009 663 576 of 562 Wellington Street, Perth, Western Australia, **BHP BILLITON PETROLEUM (NORTH WEST SHELF) PTY. LTD.** ACN 004 514 489 of 125 St Georges Terrace, Perth, Western Australia, **BP DEVELOPMENTS AUSTRALIA PTY. LTD.** ACN 081 102 856 of Level 15, 240 St Georges Terrace, Perth, Western Australia, **CHEVRON AUSTRALIA PTY LTD** ACN 086 197 757 of Level 24, 250 St Georges Terrace, Western Australia and **JAPAN AUSTRALIA LNG (MIMI) PTY. LTD.** ACN 006 303 180 of Level 41, 152-158 St Georges Terrace, Perth, Western Australia (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*;
- (e) the agreement dated 30 May 2002 entered into pursuant to the provisions of clause 27 of the 1979 Agreement; and
- (f) the agreement dated 20 November 2014, which was ratified by the *North West Gas Development (Woodside) Agreement Amendment Act 2015*.

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 31 October 2019 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 31 March 2020 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:

"Second Variation Agreement" means the variation agreement made on or about 16 September 2019 between the Honourable Mark McGowan, Premier of Western Australia acting for an on behalf of the said State and its instrumentalities from time to time and the Joint Venturers;"

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

- (2) by inserting after clause 11 the following new clauses:

"11A. Community development plan

- (1) In this clause, the term "community and social benefits" includes:
- (a) assistance with skills development and training opportunities to promote work readiness and employment for persons living in the Pilbara region of the said State;
 - (b) training and employment for indigenous and non-indigenous persons living in the Pilbara region of the said State;
 - (c) regional development activities in the Pilbara region of the said State, including partnerships and sponsorships and local procurement of goods and services;
 - (d) contribution to any community projects, town services or facilities; and
 - (e) a regionally based workforce.

- (2) The Joint Venturers acknowledge the need for community and social benefits flowing from this Agreement.
- (3) The Joint Venturers agree that:
 - (a) they shall prepare a draft plan which describes the Joint Venturers' proposed strategies for achieving community and social benefits in connection with their activities under this Agreement;
 - (b) within 2 months after the Second Variation Date, they shall confer with the Minister in respect of the draft plan; and
 - (c) they shall, following such conferral and within 3 months after the Second Variation Date, provide to the Minister a plan describing the Joint Venturers' strategies for achieving community and social benefits in connection with their activities under this Agreement.
- (4) At least 3 months before the anticipated submission of additional proposals under clause 9, the Joint Venturers must, unless the Minister otherwise requires, give to the Minister information about how the proposed activities may affect the plan provided to the Minister under this clause. This obligation operates in relation to all additional proposals submitted on or after the date that is 4 months after the date when a plan is first provided under this clause.
- (5) During the currency of this Agreement, the Joint Venturers shall implement the plan provided to the Minister under this clause.
- (6) The Joint Venturers shall at least annually report to the Minister about the Joint Venturers' implementation of the plan provided to the Minister under this clause.
- (7) At the request of either of them made at any time and from time to time, the Minister and the Joint Venturers shall confer as to any amendments desired to any plan provided to the Minister under this clause and following

such conferral the Joint Venturers may provide to the Minister an amended or a new plan. Any such amended plan or new plan will be deemed to be the plan provided to the Minister under this clause.

11B. Local participation plan

- (1) In this clause, the term "local industry participation benefits" means:
 - (a) the use and training of labour available within the said State;
 - (b) the use of the services of engineers, surveyors, architects and other professional consultants, experts, specialists, project managers and contractors available within the said State; and
 - (c) the procurement of works, materials, plant, equipment and supplies from Western Australian suppliers, manufacturers and contractors.
- (2) The Joint Venturers acknowledge the need for local industry participation benefits flowing from this Agreement.
- (3) The Joint Venturers agree that within 3 months after the Second Variation Date they shall prepare and provide to the Minister a plan which contains:
 - (a) a clear statement on the strategies which the Joint Venturers will use, and require a third party as referred to in clause 12(2a) to use, as far as it is reasonable and economically practicable so to do, to maximise the uses and procurement referred to in subclause (1);
 - (b) detailed information on the procurement practices the Joint Venturers will adopt, and require a third party as referred to in clause 12(2a) to adopt, in calling for tenders and letting contracts for works, materials, plant, equipment and supplies and how such practices will provide full, fair and reasonable opportunity for suitably qualified Western Australian suppliers,

manufacturers and contractors to tender or quote for works, materials, plant, equipment and supplies;

- (c) detailed information on the methods the Joint Venturers will use, and require a third party as referred to in clause 12(2a) to use, to have their respective procurement officers promptly introduced to Western Australian suppliers, manufacturers and contractors seeking such introduction; and
- (d) details of the communication strategies the Joint Venturers will use, and require a third party as referred to in clause 12(2a) to use, to alert Western Australian engineers, surveyors, architects and other professional consultants, experts, specialists, project managers and consultants and Western Australian suppliers, manufacturers and contractors to services opportunities and procurement opportunities respectively as referred to in subclause (1).

It is acknowledged by the Joint Venturers that the strategies of the Joint Venturers referred to in subclause (3)(a) will include strategies of the Joint Venturers in relation to supply of services, labour, works, materials, plant, equipment or supplies for the purposes of this Agreement.

- (4) During the currency of this Agreement the Joint Venturers shall implement the plan provided under this clause.
- (5) At the request of either of them made at any time and from time to time, the Minister and the Joint Venturers shall confer as to any amendments desired to any plan provided under this clause and may agree to the amendment of the plan or the provision of a new plan in substitution for the one previously provided.
- (6) At least 3 months before the anticipated submission of additional proposals under clause 9 (or such lesser period as the Minister may, at the request of the Joint Venturers, approve in respect of any such anticipated proposals), the Joint Venturers must, unless the Minister otherwise

requires, give to the Minister information about the implementation of the plan provided under this clause in relation to the activities to be the subject of such proposals. This obligation operates in relation to all additional proposals submitted on or after the date that is 4 months after the date when a plan is first provided under this clause."

- (3) in clause 12 by:
- (a) in clause 12(1)(c), after the words "contractors are given" inserting the words "full, fair and";
 - (b) in clause 12(1)(d), deleting "and where possible preference";
 - (c) after clause 12(2), inserting the following new subclause (2a):

"Except as otherwise agreed by the Minister, the Joint Venturers shall, in every contract entered into with a third party after the Second Variation Date for the supply of services, labour, works, materials, plant, equipment and supplies for the purposes of this Agreement require as a condition thereof that such third party shall undertake procurement activities in accordance with the relevant plan under clause 11B as and from the date of its provision to the Minister and shall report to the Joint Venturers concerning their implementation of that condition."
 - (d) in clause 12(3), after the words "provisions of this Clause" inserting the words "and of the relevant plan provided pursuant to clause 11B" and also deleting the words "subclause (2) of"; and
 - (e) after clause 12(3), inserting the following new subclause (4):

"The Joint Venturers acknowledge that nothing in this Agreement shall be taken to limit the rights of the State to enact general legislation in substitution for or modification of, in whole or in part, the provisions of this Agreement (including clauses 11B and 12) relating to local participation."
- (4) by inserting after clause 18(4) the following new subclause (5):

"Cessation of water supply requirements under this Agreement

- (5)(a) The State and the Joint Venturers acknowledge that the Joint Venturers and the Water Corporation (being the designated statutory body) have entered into a Water Supply Agreement dated 2 August 2019 which is intended to replace the rights and obligations of the State (including the Water Corporation) and the Joint Venturers under this Agreement in relation to water supply and associated matters effective on and from the Second Variation Date.
- (b) On and from the Second Variation Date:
- (i) the rights and obligations of the State (including the Water Corporation) and the Joint Venturers under or arising from:
 - (A) this Clause; and
 - (B) associated water supply-related requirements and arrangements under approved proposals;shall cease; and
 - (ii) the Joint Venturers shall remain liable for any accrued liability or antecedent breach or default of their obligations under or arising from:
 - (A) this Clause; and
 - (B) associated water supply-related requirements and arrangements under approved proposals."
- (5) in clause 22 by:
- (a) deleting "except as to any part upon which a permanent residence shall be erected or which is occupied in connection

with that residence and except as to any part upon which there stands any improvements that are used in connection with a commercial undertaking not directly related to the overall project)" and substituting "except as to any part upon which is situated a specified improvement as referred to below";

- (b) inserting the following as a new paragraph at the end of the clause:

"For the purposes of this Clause the following improvements are specified improvements:

 - (a) accommodation, recreation and administration facilities and associated buildings; and
 - (b) maintenance workshops existing within 100 metres of facilities of the type listed in paragraph (a) above."
- (6) in clause 33 after the words "pursuant to any Act" inserting "(including under the *Environmental Protection Act 1986*)";
- (7) in clause 38 by:
 - (a) in clause 38(1):
 - (i) deleting "their umpire" and substituting "a third and presiding arbitrator"; and
 - (ii) deleting "Arbitration Act 1895" and substituting "Commercial Arbitration Act 2012"; and
 - (b) in clause 38(3), deleting the phrase "or umpire (as the case may be)";
- (8) in clause 46(1) by:
 - (a) in clause 46(1), deleting "2034" and substituting "2059"; and
 - (b) in clause 46(2), deleting "2034" and substituting "2059"; and
- (9) inserting the following at the end of clause 47 after the words "the State of Western Australia":

"and except for matters to be referred to arbitration pursuant to this Agreement the parties to this Agreement submit to the jurisdiction

of the courts of Western Australia in relation to any action or proceeding to settle any dispute or question arising out of or in connection with this Agreement".

EXECUTED as a deed.

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

[Signature].....
Signature of witness

NADEEN LYN ROBERTS.....
Name of witness

EXECUTED by **WOODSIDE ENERGY**)
LTD. ACN 005 482 986 by its attorney)
under power of attorney dated 12 June 2018 in)
the presence of:)

[Signature].....) [Signature].....
Signature of witness) Signature of attorney

NIALL JOHN MYLES.....
Full name of witness (block letters)

MARGUERITE O'NEILL.....
Full name of attorney (block letters)

4 RONA ST, NORTH BEACH WA 6020.....
Address of witness

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

MANAGER.....
Occupation of witness

EXECUTED by **SHELL AUSTRALIA**)
PTY LTD 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

ZOE ALEXANDRA YUJNOVICH.....
Full name of director (block letters)

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

MICHAEL JOHN CAREY.....
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

TIMOTHY O'CONNOR.....
Full name of director (block letters)

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

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

North West Gas Development (Woodside) Agreement Act 1979
Schedule 6 Fifth Supplementary Agreement

EXECUTED by **BP DEVELOPMENTS**)
AUSTRALIA PTY. LTD. ACN 081 102 856)
by its attorney under power of attorney dated)
4 May 2018 in the presence of:)
)
)

[Signature].....
Signature of witness

DAVID ROLAND CULLEN.....
Full name of witness (block letters)

LV 15, 240 ST GEORGES TCE.....
Address of witness

MANAGER NWS.....
Occupation of witness

[Signature].....
Signature of attorney

EMIL ISMAYILOV.....
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

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

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

JAKE SPIERING.....
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*

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

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

[Schedule 6 inserted: No. 3 of 2020 s. 6.]



Notes

This is a compilation of the *North West Gas Development (Woodside) Agreement Act 1979* and includes amendments made by other written laws. For provisions that have come into operation, and for information about any reprints, see the compilation table.

Compilation table

Short title	Number and year	Assent	Commencement
<i>North West Gas Development (Woodside) Agreement Act 1979</i>	104 of 1979	21 Dec 1979	21 Dec 1979
<i>North West Gas Development (Woodside) Agreement Amendment Act 1985</i>	45 of 1985	18 Jul 1985	2 Aug 1985 (see s. 2 and Gazette 2 Aug 1985 p. 2685)
<i>North West Gas Development (Woodside) Agreement Amendment Act 1994</i>	95 of 1994 (as amended by No. 33 of 1995 ²)	30 Dec 1994	1 Jan 1995 (see s. 2 and No. 33 of 1995 s. 3)
<i>North West Gas Development (Woodside) Agreement Amendment Act 1996</i>	25 of 1996	15 Jul 1996	15 Jul 1996 (see s. 2)
Reprint of the <i>North West Gas Development (Woodside) Agreement Act 1979</i> as at 14 Dec 2001 (includes amendments listed above)			
<i>Standardisation of Formatting Act 2010</i> s. 4	19 of 2010	28 Jun 2010	11 Sep 2010 (see s. 2(b) and Gazette 10 Sep 2010 p. 4341)
<i>North West Gas Development (Woodside) Agreement Amendment Act 2015</i>	9 of 2015	16 Mar 2015	s. 1 and 2: 16 Mar 2015 (see s. 2(a)); Act other than s. 1 and 2: 17 Mar 2015 (see s. 2(b))
<i>North West Gas Development (Woodside) Agreement Amendment Act 2020</i>	3 of 2020	24 Mar 2020	s. 1 and 2: 24 Mar 2020 (see s. 2(a)); Act other than s. 1 and 2: 25 Mar 2020 (see s. 2(b))

Other notes

¹ Marginal notes in the agreement have been represented as bold headnotes in this compilation but that does not change their status as marginal notes.

- ² The commencement date of the *North West Gas Development (Woodside) Agreement Amendment Act 1994* was previously 4 Feb 1995 (see s. 2 and *Gazette* 3 Feb 1995 p. 344). It became 1 Jan 1995 by the effect of the *North West Gas Development (Woodside) Agreement Amendment Act 1995*.
- ³ The Department formerly known as the Department of Lands and Surveys was replaced by the Western Australian Land Information Authority (see the *Land Information Authority Act 2006* s. 100).

Defined terms

[This is a list of terms defined and the provisions where they are defined.

The list is not part of the law.]

Defined term	Provision(s)
agreement.....	6(2)
BHP DRI Contract.....	Sch. 4
Gas Corporation.....	Sch. 3
Licence Areas.....	Sch. 3
LNG Contracts.....	Sch. 3
Permit Areas.....	Sch. 3
Pilbara.....	Sch. 3
Replacement Buyers.....	Sch. 3
South West.....	Sch. 3
the Agreement.....	2
the Fifth Supplementary Agreement.....	2
the First Supplementary Agreement.....	2
the Fourth Supplementary Agreement.....	2
the Second Supplementary Agreement.....	2
the Third Supplementary Agreement.....	2
Third Priority Gas.....	Sch. 3