

**CONFORMED COPY FOR PUBLIC RELEASE**

**2021**

**THE STATE OF WESTERN AUSTRALIA**

**AND**

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

**AND**

**WOODSIDE ENERGY LTD  
ABN 63 005 482 986**

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**ADDITIONAL DOMESTIC GAS COMMITMENT (INCLUDING PLUTO  
ACCELERATION PROJECT OFFSET)**

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**THIS AGREEMENT** is made this 27 day of January 2021

**BETWEEN**

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

**AND**

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

**AND**

**WOODSIDE ENERGY LTD** ABN 63 005 482 986 of Mia Yellagonga, 11 Mount Street, Perth, Western Australia ("**Woodside**") of the third part

**RECITALS**

- A. WB (an Affiliate of Woodside) has entered into the WB DCA.
- B. Woodside in its corporate capacity has agreed to provide the State with the Additional Domgas Commitment as set out herein in order to provide to the State:
  - (a) an offset commitment as contemplated under the WB DCA in respect of the Carry Over Quantity; and
  - (b) an additional domestic gas commitment in respect of the Fixed Quantity.
- C. Woodside intends to discharge the Additional Domgas Commitment by utilising its equity share of natural gas recovered from the Agreement Area.
- D. The NWS Joint Venturers have been notified of the Additional Domgas Commitment provided by Woodside pursuant to this Agreement.

The Parties agree as follows:

**1. DEFINITIONS**

The following definitions apply unless the contrary intention appears:

**Additional Domgas** means at any time during the Term, the quantity of Domgas equal to the aggregate of the Fixed Quantity and any Carry Over Quantity, as reduced by:

- (a) any quantities of Fields Area Domgas delivered by WB into the domestic market of the said State in compliance with the Fields Area Domgas Commitment during the WB DCA Second Term and WB DCA Extended Term (if applicable); and
- (b) the quantities of Domgas delivered into the domestic market of the said State in compliance with the Additional Domgas Commitment.

**Additional Domgas Commitment** means Woodside's commitments as set out in clause 4 of this Agreement.

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

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

**Agreement Area** has the meaning given in the State Agreement.

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

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

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

**Carry Over Quantity** has the meaning given in clause 4(2)(b).

**Chevron** means Chevron Australia Pty Ltd ACN 086 197 757.

**Condition Precedent** has the meaning given in clause 3(1).

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

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

**Domgas** means natural gas recovered after the earlier of expiry of the WB DCA First Term or 1 January 2025, 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 for the operation of, or use in the operation of, the State Agreement Facilities or any Infrastructure;
- (b) natural gas sold or delivered or to be sold or delivered as the case may be to one or more third parties for the purpose of enabling such third party to meet its 'domgas commitment' to the State;
- (c) natural gas processed or delivered or to be processed or delivered as the case may be for sale, use or supply overseas or outside of Western Australia, whether or not as liquefied natural gas;
- (d) natural gas sold or delivered or to be sold or delivered as the case may be for the purpose of producing liquefied natural gas for sale, use or supply overseas or outside of Western Australia;
- (e) natural gas sold or delivered or to be sold or delivered as the case may be to one or more third parties for the purpose of enabling Woodside to meet its Domgas Commitment pursuant to Clause 46A of the State Agreement;
- (f) natural gas sold under an agreement executed prior to the Date of this Agreement (other than the agreement which is listed in Item 2 of the Annexure and any other agreements which have been approved by the Minister); and
- (g) natural gas sold or delivered or to be sold or delivered as the case may be to any Affiliate of Woodside for any purpose referred to in paragraph (a), (b), (c), (d), (e) or (f) above,

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

**Domgas Commitment** has the meaning given in the State Agreement.

**Domgas Facilities** has the meaning given in the State Agreement.

**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.

**Fields Area Domgas** has the meaning given in the WB DCA.

**Fields Area Domgas Commitment** has the meaning given in the WB DCA.

**Fixed Quantity** has the meaning given in clause 4(2)(a).

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

**Infrastructure** means all upstream and downstream plant, equipment, fixtures, facilities and machinery required by Woodside from time to time to extract, transport, process and deliver natural gas from a well or wells in the Agreement Area to third parties for use in the said State, including the State Agreement Facilities and any offshore and onshore pipelines and flowlines, processing plant and equipment, storage and handling facilities, and whether owned by or on behalf of Woodside or its Affiliates or any third party.

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

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

**Minister** means the Minister for State Development or such other Minister for the time being designated in a notice from the State to Woodside and includes the successors in office of the Minister.

**onshore facilities** has the meaning given in the State Agreement.

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

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

**Pluto Acceleration Project** has the meaning given in the WB DCA.

**Relevant Date** means the date on which the Condition Precedent has been waived or satisfied in accordance with this Agreement.

**said State** means the State of Western Australia.

**Shell** means Shell Australia Pty Ltd ACN 009 663 576.

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

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

**State Agreement Minister** means the Minister responsible for the administration of the State Agreement.

**Term** means the term of this Agreement, which commences on the Relevant Date and expires as provided for in clause 16 or upon earlier determination.

**WB DCA** means the deed titled Domestic Gas Commitment for the Pluto Acceleration Project between the State, the State Agreement Minister and WB dated on or about the date of this Agreement.

**WB DCA Extended Term** has the meaning given to "Extended Term" under and as defined in the WB DCA.

**WB DCA First Term** has the meaning given to "First Term" under and as defined in the WB DCA.

**WB DCA Second Term** has the meaning given to "Second Term" under and as defined in the WB DCA.

**Woodside's Approved LNG Quantities** means 14.3 million tonnes of liquefied natural gas, which at the Date of this Agreement is Woodside's equity share interest on a separate and several basis in the approvals referred to in Clause 46(1C) of the State Agreement.

## 2. INTERPRETATION

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

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

### 3. **CONDITION PRECEDENT**

- (1) This Agreement (other than clauses 1, 2, 3, 8, 9, 10, 12, 13, 14, 18 and 19) is not binding on the Parties and is of no force or effect until the WB DCA is executed by WB, the State Agreement Minister and the State and becomes unconditional in accordance with its terms (the "**Condition Precedent**").
- (2) The Condition Precedent is for the benefit of the State and Woodside and may only be waived by written agreement between the State and Woodside.

- (3) If the Condition Precedent is not satisfied or waived on or before 30 April 2021 or such later date as the Parties may agree in writing, then:
  - (a) Woodside or the Minister may, by giving notice to the other in writing terminate this Agreement; and
  - (b) following termination, the Parties' rights and obligations to each other are discharged except for the enforcement of any right or claim which has arisen under the clauses referred to in clause 3(1).
- (4) Subject to clause 3(3)(b), no Party will be liable for any loss or claim brought against, incurred or suffered by, any other Party in connection with or arising out of the termination of this Agreement under clause 3(3).

**4. ADDITIONAL DOMGAS COMMITMENT**

- (1) Woodside shall, without limitation to its existing obligations under the State Agreement, market and make available the Additional Domgas in accordance with this clause 4.
- (2) Woodside's Additional Domgas Commitment applies to the following quantities of Domgas:
  - (a) a total of 45.6 PJ ("**Fixed Quantity**"); and
  - (b) a quantity (if any) equal to the Fields Area Domgas Commitment under the WB DCA as at the expiry of the WB DCA First Term ("**Carry Over Quantity**"), as such quantity may be adjusted or amended (including by way of a change in the Production Capacity Approved Quantities approved by the State Agreement Minister under the WB DCA or quantities of Fields Area Domgas delivered by WB) during the WB DCA Second Term and WB Extended Term (if applicable).
- (3) The obligations of Woodside in relation to the Additional Domgas Commitment, shall commence:
  - (a) in relation to the Fixed Quantity, on the Relevant Date save for:
    - (i) the obligations in relation to the Domgas Facilities (including those referred to in clauses 4(4)(d) to 4(4)(f) which shall only commence on 1 January 2025; and
    - (ii) clauses 4(4)(a) to (4)(4)(c) in relation to marketing of Additional Domgas, which shall only commence on 1 July 2023; and
  - (b) in relation to the Carry Over Quantity, on the expiry of the WB DCA First Term,

and in each case shall, subject to clause 15, continue for the balance of the Term.
- (4) As part of its Additional Domgas Commitment Woodside must:

**Marketing obligations**

- (a) actively and diligently undertake ongoing marketing (whether collectively or otherwise) of Additional 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 which reflects:
  - (i) the planned supply profile for Domgas identified in Item 1 of the Annexure to this Agreement, which identifies Woodside's proposed

supply profile for the first five years of the Term as at the Date of this Agreement, having regard to the Fixed Quantity and its existing supply agreements; or

- (ii) such other Domgas planned supply profile as Woodside shall propose, and the Minister may subsequently approve, in response to a request made by the Minister, from time to time, including to reflect the inclusion of the Carry-Over Quantity and where the Term has been extended in accordance with clause 16,

at the relevant time, and avoiding any unreasonable accumulation of Additional Domgas (for the avoidance of doubt the Domgas planned supply profile will guide the rate at which Woodside must market Additional Domgas, will not exceed 25 terajoules per day and is not intended to set out a supply profile obligation);

- (b) discharge its ongoing marketing obligations (as specified in paragraph (a)) in good faith, actively and diligently (exercising the degree of skill, prudence and foresight which would reasonably be exercised by a skilled and experienced person engaged in the same type of undertaking) including, without limitation, through employing staff to market Domgas in respect of the Additional Domgas Commitment, 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 Additional Domgas as to the price and terms of supply of Additional Domgas available for sale;

#### **Access and Maintenance Obligations**

- (d) apply, or procure the application (including through an ongoing contractual right to natural gas processing services) as the case may be of, available proven technology in developing, or obtaining access as the case may be, to Domgas Facilities for the purpose of Woodside meeting its Additional Domgas Commitment and regardless of whether or not this may require the refurbishment of existing facilities or the construction of new facilities;
- (e) maintain, or procure the maintenance as the case may be of, Domgas Facilities in an Operational state for the times and to the extent necessary to meet the Additional Domgas Commitment during the Term;
- (f) maintain, or procure the maintenance (including through an ongoing contractual right to natural gas processing services) as the case may be of, access to sufficient capacity in the Domgas Facilities to enable Woodside to meet its Additional 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 Domgas to the domestic market in the said State in compliance with the Additional Domgas Commitment;

#### **Reservation of 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 Woodside to meet the Additional Domgas Commitment; and



### **Provision of Additional Domgas Reports**

(h) subject to the following proviso, prepare and submit to the Minister on an annual and confidential basis, by 31 March of each year, a report ("**Additional Domgas Report**") in a form reasonably required by the Minister from time to time which demonstrates how Woodside has complied (for each of the Fixed Quantity and Carry Over Quantity) with the Additional Domgas Commitment during the previous calendar year (or, in the case of the first report, during the period commencing on the Relevant Date and ending on the last day of the calendar year) ("**Reporting Period**") and contains:

- (i) in relation to liquefied natural gas sold or supplied during the Reporting Period by Woodside from Woodside's Approved LNG Quantities (and in the case of the first report including liquefied natural gas sold prior to the Relevant Date), information about the date of the relevant sale or supply contracts, the quantities of liquefied natural gas sold or supplied under such contracts and the dates of sale or supply;
- (ii) in relation to Domgas sold or delivered during the previous Reporting Period into the domestic market of the said State in compliance with the Additional Domgas Commitment by Woodside (and in the case of the first report including Domgas sold prior to the Relevant Date), 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 the extent to which the Domgas so sold or delivered discharges the Fixed Quantity and/or the Carry Over Quantity;
- (iii) a report which identifies the Infrastructure being utilised to meet the Additional Commitment;
- (iv) information demonstrating that the Infrastructure required from time to time to enable Woodside to meet the Additional Domgas Commitment was maintained in an Operational state during the Reporting Period and detailed information on Woodside's strategies for maintaining, or procuring the maintenance of, as the case may be, the Infrastructure in an Operational state, including, information demonstrating the capacity in such Infrastructure which was available to Woodside during the Reporting Period and the capacity in such Infrastructure that will be available to Woodside in the next Reporting Period; and
- (v) information demonstrating that Woodside has complied with its marketing obligations in clauses 4(4)(a), (b) and (c) and reservation of natural gas obligation in clause 4(4)(g) during the Reporting Period and will continue to comply with such obligations during the Term,

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

- (5) The Minister may at any time appoint at the cost of Woodside (subject to an agreed budget) an agreed person (who is both independent of the State and Woodside 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 Woodside has performed the obligations under subclause (4) of this clause. Woodside will provide all information (if appropriate on a confidential basis) that such person may require, including indicative prices, quantities and qualities of Domgas for the purposes of the Additional Domgas Commitment by Woodside and technical information relating to the operation of relevant facilities.

- (6) The obligations of Woodside under subclause (4)(a), (b), (c) and (h) of this clause shall be a separate and individual obligation of Woodside in proportion to the respective percentage ownership interest held by Woodside in the Petroleum Titles which comprise the Agreement Area.
- (7) The provisions of clause 11 shall not apply to subclause (4)(a), (b), (c), (g) and (h) of this clause 4.
- (8) If the Minister considers that Woodside has defaulted in the due performance and observance of the Additional Domgas Commitment and such default is not remedied within a period of 180 days after notice is given by the Minister, or if the default is referred to arbitration then within the period mentioned in subclause (10) of this clause, Woodside agrees the Minister may by notice require Woodside to immediately cease marketing for use, supply or sale overseas, the portion of Woodside's Approved LNG Quantities which at the date of such notice has not been committed to be supplied or sold under a LNG Sales Contract that has already been entered into and is unconditional as at the date of the notice, to the intent that until the Minister notifies Woodside that it may re-commence marketing of Woodside's Approved LNG Quantities as referred to in subclause (11) of this clause, Woodside may not itself or through any other person enter into any arrangements for the use, supply or sale of liquefied natural gas (being liquefied natural gas to be produced from natural gas recovered from a well or wells in the Agreement Area and processed through the onshore facilities).
- (9) The notice to be given by the Minister in terms of subclause (8) of this clause shall specify the nature of the default so entitling the Minister to, if not remedied, exercise the right referred to in subclause (8) of this clause.
- (10) The Parties shall comply with any arbitration award within a reasonable time to be fixed by the arbitration award provided that if the question is decided against them and the arbitrator finds that there was a bona fide dispute and they were not dilatory in pursuing the arbitration, the time for compliance with the arbitration award shall not be less than 90 days from the date of such award.
- (11) Where the State has issued a notice to Woodside requiring Woodside to immediately cease marketing for use, supply or sale overseas, the portion of Woodside's Approved LNG Quantities referred to in subclause (8) of this clause, the Minister will notify Woodside that it may re-commence marketing of Woodside's Approved LNG Quantities when the Minister is satisfied that Woodside has remedied the default or implemented a cure plan acceptable to the Minister to remedy the default.
- (12) If Woodside contests the alleged default referred to in subclause (8) of this clause or the Minister's decision under subclause (11) of this clause Woodside shall within 30 days after notice is given by the Minister as provided in subclause (9) or subclause (11) of this clause refer the matter to arbitration.
- (13) Woodside acknowledges and agrees that it will not apply any Domgas supplied pursuant to the Additional Domgas Commitment to reduce its Domgas Commitment under the State Agreement.

## **5. ADDITIONAL DOMGAS COMMITMENT OFFSET**

- (1) Woodside may make a request of the Minister to offset all or part of the Additional Domgas Commitment by offering commitments in respect of natural gas or other energy sources and capacity from alternative sources and facilities. Consideration of any such request will be at the discretion of the State.

- (2) The Minister may, in response to a request from Woodside, request that Woodside submit a detailed application for the offset commitments for the State's approval, which must provide sufficient details of the proposed offset commitment.
- (3) Consideration of a subclause (1) request or a subclause (2) application will be at the absolute discretion of the State.
- (4) The State may approve a proposed domgas offset commitment in its absolute discretion and subject to any terms and conditions that the State thinks fit, including a requirement to vary this Agreement.
- (5) If Woodside accepts, by notice to the Minister, the terms and conditions (if any) of the State's approved domgas offset commitment:
  - (a) Woodside must do, and procure, everything necessary to implement the approved domgas offset commitment; and
  - (b) once Woodside has implemented the approved domgas offset commitment, the Additional Domgas Commitment will be reduced on a pro rata basis to the extent the approved offset commitment has been implemented, in accordance with the terms and conditions of the approved domgas offset commitment.

**6. WOODSIDE ONLY COMMITMENTS AND PRESERVATION OF STATE AGREEMENT**

- (1) The Parties acknowledge and agree that nothing contained in or implied by this Agreement is intended to affect or otherwise modify the operation of the State Agreement or the rights of the NWS Joint Venturers under the State Agreement.
- (2) The State acknowledges and agrees that the Additional Domgas Commitment is applicable to, and the rights and obligations of the State under this Agreement are enforceable only against, Woodside and the State may not seek to exercise any rights under this Agreement against any of the other NWS Joint Venturers.
- (3) For the avoidance of doubt, nothing contained in or implied by this Agreement or any document contemplated by this Agreement has the effect of constraining the State or the State Agreement Minister or placing any fetter on the State or the State Agreement Minister's rights, remedies and powers under the State Agreement.

**7. RELEASE OF WB**

During the period on and from the expiry of the WB DCA First Term, and thereafter throughout the Term of this Agreement:

- (a) the obligations of Woodside in respect of the Additional Domgas Commitment will, subject to this Agreement, supersede and replace all of the obligations of WB in respect of the Fields Area Domgas Commitment under the DCA; and
- (b) WB is released from, and will have no further obligations or liabilities in relation to the Fields Area Domgas Commitment under the WB DCA or this Agreement (save for any accrued rights, obligations or liability, the subject matter of which arise prior to the expiry of the WB DCA First Term),

unless Woodside is unable to demonstrate to the State's reasonable satisfaction that it will be in compliance with its reservation obligation pursuant to clause 4(4)(g) of this

Agreement in respect of the Fixed Quantity and the Carry Over Quantity on the day immediately after the expiry of the First Term.

## **8. ASSIGNMENT**

- (1) Subject to the provisions of this clause Woodside may at any time with the consent of the Minister (such consent not to be unreasonably withheld or delayed) assign or dispose of to any person the whole or any part of its rights hereunder and of its obligations hereunder, subject however, in the case of an assignment or disposition to an assignee or donee (as the case may be), to:
  - (a) Woodside, in conjunction with such assignment or disposition, transferring or assigning its corresponding interest in:
    - (i) the joint operating agreement or other agreement which establishes or governs Woodside's interest in the Petroleum Titles which comprise the Agreement Area; and
    - (ii) the State Agreement under and in accordance with the State Agreement, to the same assignee or donee;
  - (b) the assignee or donee being or becoming (as applicable) a registered holder of the Petroleum Titles which comprise the Agreement Area; and
  - (c) Woodside procuring the assignee or donee to execute in favour of the State (unless the Minister otherwise determines) a deed of covenant in a form to be approved by the Minister to comply with, observe and perform the provisions hereof on the part of Woodside to be complied with, observed or performed in regard to the matter or matters the subject of such assignment or disposition, where such deed of covenant shall include a release in favour of Woodside from the due and punctual performance and observance of all of the covenants and agreements on its part contained in this Agreement if the Minister considers such release will not be contrary to the interests and objectives of the State.
- (2) Woodside must not assign, transfer or dispose of, or consent to the assignment, transfer or disposal of, an interest in any of the agreements or Petroleum Titles referred to in clause 8(1) without assigning, or ensuring the assignment of, a corresponding interest in Woodside's rights and obligations under this Agreement (in accordance with clause 8(1)) to the same assignee, transferee or donee.

## **9. NOTICES**

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

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

**(a) State**

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

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

Email: [richard.sellers@jtsi.wa.gov.au](mailto:richard.sellers@jtsi.wa.gov.au)

with a copy to: [WADomesticGasPolicy@jtsi.wa.gov.au](mailto:WADomesticGasPolicy@jtsi.wa.gov.au)

**(b) Minister**

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

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

Email: [richard.sellers@jtsi.wa.gov.au](mailto:richard.sellers@jtsi.wa.gov.au)

with a copy to: [WADomesticGasPolicy@jtsi.wa.gov.au](mailto:WADomesticGasPolicy@jtsi.wa.gov.au)

**(c) WB**

Attention: GM Commercial Pluto

Address: 11 Mount Street, Perth, Western Australia 6000

Email: [PlutoGPANotices@woodside.com.au](mailto:PlutoGPANotices@woodside.com.au)

**(d) Woodside**

Attention: NWS Business Manager

Address: 11 Mount Street, Perth, Western Australia 6000

Email: [nwsgovernance@woodside.com.au](mailto:nwsgovernance@woodside.com.au)

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

**10. WAIVER**

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

**11. FORCE MAJEURE**

This Agreement shall be deemed to be made subject to any delays in the performance of the obligations under this Agreement and to the temporary suspension of continuing obligations under this Agreement that may be caused by or arise from circumstances beyond the power and control of the Party responsible for the

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

**12. ARBITRATION**

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

**13. SEVERABILITY**

If a Court decides that any part of this Agreement is void, voidable, illegal or unenforceable or this Agreement would be void, voidable or unenforceable unless a part is severed from this Agreement, then that part is severed from this Agreement and does not affect the continued operation of the rest of this Agreement.

**14. CONFIDENTIALITY**

- (1) Woodside acknowledges and agrees that:
  - (a) the State may disclose this Agreement and any information it receives in connection with this Agreement:
    - (i) to any Minister;

- (ii) to the extent necessary to satisfy any disclosure requirement of the Auditor-General for the State of Western Australia or the requirements of Parliamentary accountability or any other reporting or recognised public requirements of the State; and
- (iii) for the purpose of performing the State's obligations under this Agreement;
- (b) the Minister may disclose this Agreement and any information the Minister receives in connection with this Agreement to fulfil his or her duties of office, including responding to parliamentary questions, parliamentary inquiries, ministerial inquiries and inquiries conducted by or on behalf of the Auditor-General of Western Australia; and
- (c) the State may publish on any Western Australian government internet website or other media:
  - (i) this Agreement, except for any schedule or annexure to this Agreement;
  - (ii) the quantity of Domgas supplied pursuant to the Additional Domgas Commitment;
  - (iii) a summary of information provided under clause 4 in relation to Woodside's compliance with its marketing obligations in clauses 4(4)(a), (b) and (c);
  - (iv) an outline of any domgas offset commitment approved pursuant to clause 5(4) if accepted by Woodside under clause 5(5);
  - (v) where the State considers it reasonable and appropriate to publicly provide such information, details of how any default or dispute in connection with this Agreement has been remedied or resolved or a cure plan has been implemented;
  - (vi) information provided by Woodside pursuant to clauses 4 in relation to Domgas pursuant to the Additional Domgas Commitment supplied and available for sale (if any) that is published as part of a Western Australian government initiative, developed in consultation with the domestic gas producer industry, for ensuring a more informed domestic gas market; and
  - (vii) any other information agreed by the Parties,

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

- (2) Notwithstanding anything in this clause 14 but subject to the State's ability to publish the information referred to in clause 14(1)(c)(vii), the State may not disclose, announce or publish any information provided by Woodside under this Agreement which:
  - (a) identifies any customer of Woodside or the price or terms of any contract with a customer; or
  - (b) includes any information arising from a report submitted under clause 4(4)(h)(iii) or clause 4(4)(h)(iv) in relation to maintenance strategies; or

- (c) is proposed to be disclosed pursuant to clause 14(1)(c)(iii) or clause 14(1)(c)(vi), if within 10 Business Days of receipt of the notice referred to in clause 14(1), Woodside notifies the State in writing that the proposed disclosure would be misleading or incorrect, or reasonably demonstrate to the State that disclosure of the information is likely to cause material commercial harm to Woodside, to the extent that the information is likely to have such effect, and providing reasonable particulars of why the proposed disclosure would be misleading or incorrect or cause material commercial harm.

**15. CONTINUATION IN FORCE**

- (1) The expiration or earlier determination of the Term shall not affect the continuance in force of any provision of this Agreement which expressly is stated to continue in force on or after such expiration or determination.
- (2) Notwithstanding any other provision of this Agreement, clauses 4(4)(g) and 14 survive the expiration or earlier termination of the Term.

**16. TERM**

- (1) Subject to clauses 3, 15 and 16(2), this Agreement shall end on the earlier of the date on which Woodside has satisfied all of its obligations pursuant to this Agreement and 31 December 2035.
- (2) If there is a quantity of natural gas which remains reserved in accordance with clause 4(4)(g) at 31 December 2035, the Term will be extended for such period (**Extended Term**) as determined by the Minister in his discretion (such period not to exceed the expiration of the State Agreement) following consultation with Woodside, upon the Minister providing written notice of such extension to Woodside.

**17. ACCRUED RIGHTS**

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

**18. VARIATION**

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

**19. APPLICABLE LAW AND SUBMISSION TO JURISDICTION**

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



**EXECUTED** as a deed.

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

[Signature]

\_\_\_\_\_  
Signature of witness

Christopher John Clark

\_\_\_\_\_  
Name of witness

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

[Signature]  
.....  
Signature of director

Daniel Stuart Kalms  
.....  
Full name of director (block letters)

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

Warren Martin Baillie  
.....  
Full name of ~~director~~/company secretary\*  
(block letters)  
\*delete whichever is not applicable

**EXECUTED** by **WOODSIDE ENERGY LTD** )  
ABN 63 005 482 986 in accordance with section )  
127(1) of the *Corporations Act 2001* (Cth) by )  
authority of its directors: )

[Signature]  
.....  
Signature of director

Daniel Stuart Kalms  
.....  
Full name of director (block letters)

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

Warren Martin Baillie  
.....  
Full name of ~~director~~/company secretary\*  
(block letters)  
\*delete whichever is not applicable

**Annexure**

**The contents of Item 1 and Item 2 of this annexure are confidential pursuant to clause 14(1)(c)(i) of this Agreement.**

**ITEM 1\***

**Planned Supply Profile**

**ITEM 2\*\***

**Domgas Agreements**