

CONFORMED COPY FOR PUBLIC RELEASE

2021

The State of Western Australia

and

BHP Petroleum (Australia) Pty Ltd

and

Woodside Energy Scarborough Pty Ltd

Scarborough JV Project Development Deed

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THIS DEED is made the 23 day of November 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 (the **State**);

AND

BHP Petroleum (Australia) Pty Ltd (ABN 39 006 923 879) of 125 St Georges Terrace, Perth, Western Australia (**BHP**);

AND

Woodside Energy Scarborough Pty Ltd (ABN 38 650 177 227) of Mia Yellagonga, 11 Mount Street, Perth, Western Australia (**Woodside**),

(BHP and Woodside each a **Scarborough Joint Venturer** and together the **Scarborough Joint Venturers**).

RECITALS

A. The Scarborough Joint Venturers are the registered holders of the Scarborough Titles located approximately 375 km west of the Burrup Peninsula, Western Australia.

B. The Scarborough Joint Venturers are proposing to process the Scarborough Titles' gas resources on the Burrup Peninsula by:

- (i) procuring the construction of the Scarborough Offshore Facilities;
- (ii) extracting gas from the Scarborough Titles using the Scarborough Offshore Facilities;
- (iii) transporting gas via a proposed ~430 km pipeline from the Scarborough Offshore Facilities to the Pluto LNG onshore facility; and
- (iv) procuring gas processing services from the Pluto Train 2 Joint Venture to process the gas and deliver products,

(together, including the Scarborough Joint Venturers' associated operational, maintenance and decommissioning activities, the **Project**).

C. The State and the Scarborough Joint Venturers enter into this deed to:

- (i) acknowledge the State's in-principle support for the proposed Project and its intent to co-operate with the Scarborough Joint Venturers towards its realisation; and
- (ii) set out the Scarborough Joint Venturers' commitments in respect of industry participation, logistics and community development in relation to the Project.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed, unless the context otherwise requires:

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

Business Day means any day except a Saturday, Sunday, public holiday or bank holiday in Perth, Western Australia.

Commencement Date means the date on which the Scarborough Joint Venturers have taken an unconditional final investment decision to proceed with the Project, as notified by the Scarborough Joint Venturers to the State.

Community Development Plan means a plan describing the Scarborough Joint Venturers' proposed strategies for achieving community and social benefits in connection with the Project which, at the date of this deed, is the plan attached as Annexure C to this deed, as updated under clause 2.3(d).

Confidential Information means all information exchanged between the Scarborough Joint Venturers and the State pursuant to this deed which is designated as confidential or which ought reasonably to be treated as confidential, other than the Public Release Data.

Construction Phase means the period of time commencing on the Submission Date and ending on the LNG Rundown Date.

Control has the meaning given by clause 1.2.

Domestic Gas Commitment Agreement means the deed titled 'Domestic Gas Commitment for the Scarborough Project' between the Scarborough Joint Venturers and the State to be entered on or about the date of this deed.

Dispute means any challenge, claim, controversy, difference of opinion or dispute of any and every kind or type, whether based on contract, regulation, statute, tort, treaty or otherwise, arising out of, relating to, or connected with this deed including any dispute as to the formation, validity, conclusion, binding effect, amendment, expiration, termination, breach, construction, enforceability or interpretation of this deed.

Executive Summaries mean the summaries of the Community Development Plan, Logistics Plan and Industry Participation Plan which outline the scope of the reports, reportable outcomes and review cycles under those plans, which are attached to the Community Development Plan, Logistics Plan and Industry Participation Plan respectively, as updated from time to time when those plans are updated.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, Minister of the Crown, Ministerial Body, agency or entity.

Industry Participation Plan means a plan describing the Scarborough Joint Venturers' procurement, employment and skills development strategies which provide Western Australian and Australian businesses and labour full, fair and reasonable opportunity for work associated with the Project, which is:

- (a) supplied in the form of a Western Australian Addendum to the Australian Industry Participation (AIP) Plan provided in Annexure A1 to this deed; and
- (b) read in conjunction with the Scarborough Joint Venturers' approved AIP Plan, contained in Annexure A2 to this deed,

as updated under clause 2.1.

Laws means all Western Australian and Commonwealth acts and statutes for the time being enacted and all regulations, by-laws, requisitions or orders made under any such act from time to time by any statutory, public or other competent authority.

LNG Rundown Date means the date on which the first gas from the Scarborough Titles processed into liquefied natural gas by the Pluto Train 2 Joint Venture reaches the liquefied natural gas storage tank at the Pluto LNG onshore facility, as notified to the State by the Scarborough Joint Venturers.

Logistics Plan means a plan describing the Scarborough Joint Venturers' logistics for the Project which, at the date of this deed, is the plan attached as Annexure B to this deed, as updated under clause 2.2(c).

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

Operations and Decommissioning Phase means the period of time commencing on the date that the Construction Phase ends and ending on the date that the Scarborough Joint Venturers notify the State that they have completed permanent decommissioning activities in respect of the Project.

Operator means the entity designated to act as operator of the Scarborough Joint Venture from time to time in accordance with the Scarborough Main Title JVOA and as at the date of this deed, the Operator is WEL.

Pluto Train 2 Joint Venture means the joint venture established under the Joint Operating Agreement – Burrup Train 2 Joint Venture dated 21 November 2018, as may be amended, supplemented or replaced from time to time, and to which the current parties are, as at the date of this deed, WB (in its capacity as manager of the Pluto Train 2 Joint Venture, Woodside Burrup Train 2 A Pty Ltd (ACN 629 536 269) and Woodside Burrup Train 2 B Pty Ltd (ACN 629 536 241).

Project has the meaning given in Recital B to this deed, as amended from time to time pursuant to clause 1.6(b).

Public Release Data means:

- (a) the terms of this deed, except for any annexure to this deed;

- (b) the percentages submitted in the reports under clause 2.1(g), 2.1(h) and 2.2(b);
- (c) the summary reports referred to in clause 2.3(c)(ii); and
- (d) the Executive Summaries.

Scarborough Joint Venturers means Woodside and BHP and each of their successors and assigns holding an ownership interest in the Scarborough Titles from time to time.

Scarborough Main Title JVOA means the Scarborough Main Title Joint Venture Operating Agreement dated 17 June 2014, which establishes or governs the Scarborough Joint Venturers' participating interests in the Scarborough Titles, as may be amended, supplemented or replaced from time to time, including as amended on 25 February 2020 and 8 July 2021, and to which the current parties are, as at the date of this deed, WEL (in its capacity as Operator of the Project), Woodside and BHP.

Scarborough Offshore Facilities means all infrastructure, facilities and vessels on or adjacent to the Scarborough Titles and connecting those facilities to the Pluto LNG onshore facilities, including subsea structures, a semi-submersible floating production unit and a ~430 km pipeline from the Scarborough Offshore Facilities to the Pluto LNG onshore facilities.

Scarborough Titles means, subject to clause 1.6(b), the following production licences held under the *Offshore Petroleum and Greenhouse Gas Storage Act 2006* (Cth):

- (a) WA-61-L; and
- (b) WA-62-L,

and includes any extension or renewal of any of those production licences.

Submission Date means 3 months after the Commencement Date or such later date agreed by the State.

Term has the meaning given in clause 1.4(a).

Transferee has the meaning given in clause 6.10.

Transferor has the meaning given in clause 6.10.

WB means Woodside Burrup Pty Ltd (ACN 120 237 416).

WEL means Woodside Energy Ltd (ACN 005 482 986).

1.2 Control

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 general meeting of the second-named entity;

- (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 clause 1.2(b).

1.3 Interpretation

In this deed, unless the context otherwise requires:

- (a) words in the singular shall include the plural and words in the plural shall include the singular according to the requirements of the context;
- (b) if a word or phrase is defined, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (c) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (d) monetary references are references to Australian currency unless otherwise specifically expressed;
- (e) clause headings do not affect interpretation or construction;
- (f) a gender includes the other genders;
- (g) a reference to all or any part of a Law includes that Law as amended, consolidated, re-enacted or replaced from time to time and any regulations, by-laws, requisitions or orders made under it from time to time;
- (h) reference in this deed to any other document includes that document as from time to time added to, varied or amended and notwithstanding any change in the identity of the parties;
- (i) "including" means "including, but not limited to";
- (j) reference to a "person" includes a body corporate;
- (k) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (l) the word "month" means calendar month and the word "year" means calendar year; and
- (m) a reference to time or a period of time is to the local time in Perth, Western Australia.

1.4 Term

- (a) This deed commences on the Commencement Date and (unless otherwise agreed) continues until the end of the Operations and Decommissioning Phase (**Term**).
- (b) Notwithstanding clause 1.4(a), if at any time during the Term the Scarborough Joint Venturers notify the State in writing that they have elected:
 - (i) not to proceed with the Project, this deed will terminate with immediate effect and the parties shall be discharged from all obligations or liabilities under this deed other than those arising prior to the date of termination or otherwise relating to the clauses identified in clause 6.15; or
 - (ii) to temporarily cease or suspend LNG production activities in connection with the Project for a period likely to exceed 3 months, this deed will be suspended from the date of that notice until the date that the Scarborough Joint Venturers recommence activities in respect of the Project.

During any period of suspension under this clause 1.4(b), the rights, obligations and liabilities of the parties under this deed shall be similarly suspended (other than those arising prior to the date of suspension or otherwise relating to the clauses identified in clause 6.15).

1.5 Administration of deed

The parties recognise that the Minister will be responsible for the administration of this deed on behalf of the State.

1.6 Scope

- (a) Notwithstanding any other provision in this deed, the parties agree that any onshore facilities used by the Scarborough Joint Venturers for the purposes of processing, transporting or backhauling gas (as applicable) as part of the Project are, to the extent not owned or operated by the Scarborough Joint Venturers or the Operator:
 - (i) subject to the relevant Western Australian industry participation commitments and community development commitments (if any) applicable to those onshore facilities; and
 - (ii) not, and the Scarborough Joint Venturers' use of such facilities are not, subject to the terms of this deed.
- (b) If the State consents to a request by the Scarborough Joint Venturers pursuant to clause 12.1 of the Domestic Gas Commitment Agreement to include additional petroleum titles as identified petroleum titles for the project for the purposes of the Domestic Gas Commitment Agreement, then:
 - (i) the parties must meet within 20 Business Days of the date of such consent to agree any amendments to this deed reasonably required to expand the scope of the deed to include the 'additional

petroleum titles' and any associated facilities to be constructed and/or utilised in connection with such 'additional petroleum titles' (to the extent such facilities are owned or operated by the Scarborough Joint Venturers or the Operator), and to achieve the objects of this deed, including amendments to the definitions of 'Project' and 'Scarborough Titles'; and

- (ii) the parties must take all steps reasonably required to amend this deed to reflect the amendments referred to in clause 1.6(b)(i).

2. INDUSTRY PARTICIPATION AND COMMUNITY DEVELOPMENT

2.1 Industry participation plan

The Scarborough Joint Venturers agree during the Term to:

- (a) ensure that Western Australian industry is given:
 - (i) full, fair and reasonable opportunity to supply goods and services to or in connection with the Project (by reference to the definitions of those terms in Annexure A1 to this deed); and
 - (ii) reasonable advance notice of goods and services that will be required for the Project via a publicly available website that includes reasonable advance notice of proposed contracting requirements together with details of forthcoming tenders and expressions of interest,to facilitate, among other things, employment and skills development;
- (b) ensure that arrangements with contractors and subcontractors include obligations consistent with clause 2.1(a) above and mechanisms to enforce such obligations;
- (c) submit an Industry Participation Plan to the State on or before the Submission Date;
- (d) annually review the Industry Participation Plan, and following such review if required in the reasonable opinion of the Scarborough Joint Venturers, update the Industry Participation Plan and provide the State with a copy of any such updated Industry Participation Plan;
- (e) if the Scarborough Joint Venturers elect, replace the Industry Participation Plan and submit the new Industry Participation Plan to the State;
- (f) replace the Industry Participation Plan upon reasonable request by the State if in the reasonable opinion of the State the then current Industry Participation Plan is not appropriate having regard to the nature and scale of the Project, and provided that the request is made not less than five years after the plan was last replaced;

- (g) submit to the State a report at six monthly intervals during the Construction Phase with details of how the Industry Participation Plan has been implemented, which:
 - (i) highlights forthcoming major contracts and identifies the location of the bidders;
 - (ii) identifies on an aggregate basis the number, nature and value (including by percentage of the total number and value) of contracts awarded to Pilbara and Gascoyne based, Western Australian based, Australian based and overseas headquartered companies in connection with the Project; and
 - (iii) provides a description of contracts let within the Pilbara and Gascoyne regions of Western Australia; and
- (h) report to the State on an annual basis during the Operations and Decommissioning Phase with the information referred to in clause 2.1(g) in relation to the Operations and Decommissioning Phase.

2.2 Project Logistics

- (a) The parties acknowledge the intentions of the Scarborough Joint Venturers in relation to logistics for the Project as set out in the Logistics Plan.
- (b) During the Term, the Scarborough Joint Venturers will:
 - (i) implement the Logistics Plan; and
 - (ii) report to the State six monthly during the Construction Phase and annually during the Operations and Decommissioning Phase on the Scarborough Joint Venturers' implementation of the Logistics Plan including:
 - (A) in relation to the activities, services and facilities contemplated by the Logistics Plan, a summary of the activities undertaken and the main services and facilities used within the Pilbara and Gascoyne regions, within Western Australia and in total globally in the reporting period; and
 - (B) in relation to the logistics contemplated by the Logistics Plan, the Scarborough Joint Venturers' genuine, good faith estimate of their gross expenditure in the reporting period within the Pilbara and Gascoyne regions, within Western Australia and in total globally, including expressed as a percentage per region of the total global spend.
- (c) If the Scarborough Joint Venturers propose to make any material change to the logistics for the Project, the Scarborough Joint Venturers will:
 - (i) promptly notify the State and consult with the State on the proposed change; and

- (ii) following such consultation, amend the Logistics Plan to accurately detail the logistics for the Project and submit the updated Logistics Plan to the State.

2.3 Community development plan

- (a) In this deed, the term "**community and social benefits**" includes:
 - (i) assistance with skills development and training opportunities to promote work readiness and employment for persons living in the Pilbara and Gascoyne regions of Western Australia;
 - (ii) training and employment for indigenous and non-indigenous persons living in the Pilbara and Gascoyne regions of Western Australia;
 - (iii) regional development activities in the Pilbara and Gascoyne regions of Western Australia, including partnerships and sponsorships;
 - (iv) contribution to any community projects, town services or facilities; and
 - (v) a regionally based workforce.
- (b) The Scarborough Joint Venturers acknowledge the need for community and social benefits flowing from the Project as set out in the Community Development Plan.
- (c) During the Term, the Scarborough Joint Venturers will:
 - (i) implement the Community Development Plan; and
 - (ii) report to the State at least annually during the Construction Phase and the Operations and Decommissioning Phase with details of how the Community Development Plan has been implemented and provide to the State a summary of each report in a form reasonably required by the State (which summary shall be published by or on behalf of the Scarborough Joint Venturers on the Operator's website or other website approved by the State).
- (d) Without limiting clause 2.3(e), at the request of any party from time to time, the State and the Scarborough Joint Venturers shall consult with each other as to any amendments desired to the Community Development Plan. If agreed between the parties acting reasonably following any such consultation, the Scarborough Joint Venturers shall amend the existing or submit a new Community Development Plan. Any such amended Community Development Plan or new Community Development Plan will be deemed to be the plan to be implemented under this clause.
- (e) The Scarborough Joint Venturers will inform the State of any activities or changes to the Project which may affect the Community Development Plan at least 3 months in advance of undertaking such activities or implementing such changes, or to the extent that the Scarborough Joint Venturers cannot or are not able to provide the State with such prior

information, as soon as reasonably practicable upon becoming aware of such activities or changes to the Project, and will consult with local government authorities on any proposed potential changes to the Community Development Plan to address the impact of such activities or changes.

2.4 Change in law

If legislation is enacted after the date of this deed and there is any ambiguity as to how the general legislation is intended to interact with this deed, the parties must meet within 20 Business Days of a request from any party to discuss how the legislation impacts this deed.

2.5 Social and economic impact

- (a) The Scarborough Joint Venturers will provide to the State current social and economic impact studies in respect of the Project and its effect on those areas impacted by the Project, including impacts on the Pilbara and Gascoyne regions no later than 60 days after the Commencement Date.
- (b) The Scarborough Joint Venturers will use the studies contemplated under clause 2.5(a) to identify ways in which negative impacts of the Project on those areas and communities can be mitigated, and positive impacts on those areas and communities maximised and report to the State in accordance with the requirements of the Community Development Plan.
- (c) The Scarborough Joint Venturers will undertake a review of the social impact studies referred to in clause 2.5(a) once every three years during the Term.

2.6 WA industry capabilities

The Scarborough Joint Venturers, or their representative, will on request from the State from time to time meet with the State to discuss the competitiveness of Western Australian industries relevant to the Project, having regard to the reports provided under clause 2.1.

3. RIGHTS AND LIABILITIES

- (a) The liability and obligation of each Scarborough Joint Venturer under this deed will be joint and several.
- (b) The parties acknowledge and agree that:
 - (i) each Scarborough Joint Venturer has appointed the Operator to perform its obligations and enforce its rights under this deed as agent for and on behalf of each Scarborough Joint Venturer;
 - (ii) if the Operator discharges an obligation, duty or liability of the Scarborough Joint Venturers under this deed, the Scarborough Joint Venturers will be deemed to have complied with or discharged that obligation, duty or liability to the extent that obligation, duty or liability has been discharged by the Operator;

- (iii) the Operator shall have no authority to:
 - (A) issue instructions or directions as to the manner of performance of this deed by the State;
 - (B) negotiate and agree with the State any amendments to this deed;
 - (C) terminate this deed; or
 - (D) settle any dispute between the Scarborough Joint Venturers and the State in connection with this deed; and
 - (iv) subject always to clause 3(a), the Scarborough Joint Venturers will remain liable to the State for the performance of their obligations, and any act or omission by the Operator will not relieve the Scarborough Joint Venturers from their responsibilities to the State as set out in this deed, except as provided in clause 3(b)(ii).
- (c) The Scarborough Joint Venturers must promptly notify the State of any change in the Operator from time to time.

4. DISPUTE RESOLUTION

4.1 Disputes to be resolved under this clause

- (a) For the purposes of this clause 4 only, a "party" means the Scarborough Joint Venturers or the State, as applicable.
- (b) Any Dispute must be settled in accordance with this clause 4.
- (c) Subject to clauses 4.1(d) and 4.1(e), a party must not commence any action, suit or proceeding in relation to a Dispute until this clause 4 has been complied with.
- (d) If a party (or in the case of the Scarborough Joint Venturers, any Scarborough Joint Venturer) breaches clause 4.1(c) in relation to a Dispute, clause 4.1(c) does not apply to the other party in respect of that Dispute.
- (e) Nothing in this clause or deed prevents a party from seeking urgent interlocutory, declaratory or injunctive relief.

4.2 Dispute notice

If a Dispute arises, the party who desires to submit a Dispute to resolution must first serve a notice of the Dispute (**dispute notice**) on the other party which must contain:

- (a) a statement setting out in reasonable detail the circumstances giving rise to the Dispute and the nature of the Dispute; and
- (b) the actions, outcomes, relief or determination sought.

4.3 Negotiation

- (a) Within 10 Business Days after a dispute notice is served senior executives from each party must meet at a mutually acceptable time and place to:
 - (i) exchange relevant information about the Dispute; and
 - (ii) attempt to negotiate a resolution to the Dispute.
- (b) The senior executives must not be accompanied by a lawyer at a meeting under clause 4.3(a) unless at least 5 Business Days before the meeting the other party to the Dispute has been notified that a lawyer will be present.
- (c) If notice has been given under clause 4.3(b), any senior executive attending the meeting may be accompanied by a lawyer.

4.4 Arbitration

If a Dispute is not resolved under clause 4.3 within 30 Business Days after a dispute notice is served, any party to the Dispute may by notice to the other party to the Dispute refer the Dispute to arbitration and the following provisions will apply:

- (a) there must be a single arbitrator who must:
 - (i) be impartial, suitable and competent;
 - (ii) not be an employee or former employee of a party or of an entity related to a party; and
 - (iii) not be connected with the performance of this deed;
- (b) the arbitrator will be:
 - (i) a retired judge of the Supreme Court of a State or Territory of Australia, the Federal Court of Australia or the High Court of Australia agreed by the parties; or
 - (ii) if the parties to the Dispute fail to agree an arbitrator within 10 Business Days of the notice under this clause 4.4, the person nominated at the request of any party to the Dispute by the President or Chair (as applicable) of the Resolution Institute in Australia (or its successor) or his or her nominee, having regard to the requirement in clause 4.4(b)(i);
- (c) the language of the arbitration will be English;
- (d) the parties are entitled to legal representation;
- (e) the arbitrator will be bound by the rules of evidence in the conduct of the arbitration proceedings;
- (f) the proceedings will be conducted in accordance with the guidelines laid down by the arbitrator having regard to the principles of best practice in

arbitration generally and the Resolution Institute in Australia Arbitration Rules;

- (g) except as required by Law, all arbitration proceedings and related documents and communications shall be private and confidential as between the parties to the arbitration;
- (h) the seat of the arbitration is, and all conferences and hearings must be held in, Perth, Western Australia; and
- (i) subject to the Resolution Institute in Australia Arbitration Rules, the arbitrator's determination is final and binding on the parties.

5. CONFIDENTIALITY

5.1 No disclosure of Confidential Information

Subject to clause 5.2, each party (a *receiving party*) shall maintain the confidentiality of each other party's (a *disclosing party's*) Confidential Information and shall not disclose that information to any third party without prior written consent of the disclosing party.

5.2 Permitted disclosures

Without limiting clause 5.3, disclosure of Confidential Information is permitted:

- (a) where it is to an Affiliate of a party or to employees, legal, accounting and taxation advisers, auditors, banks (and their advisors or consultants), financiers, insurers, brokers or underwriters, credit agency, rating agency or other consultants or contractors of the party or their respective Affiliates each of whom:
 - (i) has (in the reasonable opinion of the disclosing party) a need to know that Confidential Information; and
 - (ii) is bound by an obligation of confidentiality in respect of the Confidential Information;
- (b) where it is with the consent of the disclosing party;
- (c) to the extent it is required by Law, the Scarborough Titles or this deed or by order of a court of competent jurisdiction or where a party considers, acting reasonably, that such disclosure is appropriate or necessary to ensure compliance with the Law;
- (d) to the extent it is required in connection with any legal proceedings;
- (e) to the extent it is required by the rules of any recognised securities exchange on which a disclosing party or any of its Affiliates is listed;
- (f) where the information is generally and publicly available other than as a result of a breach of confidence by the party disclosing the information;
- (g) where the information has been obtained from a third party without any obligation of confidentiality;

- (h) where it is to any Western Australian or Commonwealth Government Agency or Minister (including the Minister) where the disclosing party considers, acting reasonably, that such disclosure is appropriate and provided that the disclosing party notifies the Western Australian or Commonwealth Government Agency of the confidential nature of the information; or
- (i) in the case of a Scarborough Joint Venturer, where it is to any bona fide potential transferee of an interest in the Scarborough Titles, subject to ensuring that potential transferee is bound by confidentiality obligations similar to those imposed on the Scarborough Joint Venturer under this deed; or
- (j) in the case of the State:
 - (i) to any Minister of the government of the said State;
 - (ii) to the extent necessary to satisfy:
 - (A) any disclosure requirement of the Auditor-General for the State of Western Australia; or
 - (B) the requirements of parliamentary accountability;
 - (iii) where the State is requested to disclose the information to any Minister of the Commonwealth in connection with the proper performance by that person of their statutory duties;
 - (iv) for the purpose of performing the State's obligations under, and administering, this deed; and
 - (v) for any Minister 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,

provided that where the Confidential Information proposed to be disclosed forms part of a report provided pursuant to clauses 2.1(g), 2.1(h), 2.2(b) or 2.3(c)(ii) (but does not form part of the Public Release Data) or is otherwise provided pursuant to clause 2.5 or clause 2.6, the State or the relevant Minister (as appropriate) will advise the recipient of the Confidential Information of the commercially sensitive nature of the information.

5.3 Public disclosure

- (a) Any party may publicly disclose the terms of this deed, except for any annexure to this deed.
- (b) The State may at any time publicly disclose the Public Release Data.

6. MISCELLANEOUS

6.1 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed must:

- (a) be in writing and signed by or on behalf of the party making it; and
- (b) delivered or posted by prepaid post, or sent by email in the form of a .pdf file of the notice with an automatic receipt request, to the address or email address of the addressee set out below (or as otherwise notified by that party to the other party from time to time).

State

Attention Rebecca Brown, 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 WA 6000
Email rebecca.brown@jtsi.wa.gov.au

Scarborough Joint Venturers

[contact details redacted]

- (c) Subject to clause 6.1(d), a notice is taken to be received by the addressee:
 - (i) (in the case of prepaid post) on the third Business Day after the date of posting to an address within Australia, and on the fifth Business Day after the date of posting by airmail to an address outside Australia;
 - (ii) (in the case of delivery by hand) on delivery; and
 - (iii) (in the case of email) at the time in the place to which it is sent equivalent to the time shown on the automatic receipt notification received by the party sending the email.
- (d) If the notice is taken to be received on a day which is not a Business Day, or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

6.2 No fetter

Despite any other provision of this deed, nothing in or arising out of this deed in any way:

- (a) fetters any discretion or an exercise of functions or powers, of the State or any statutory authority or officer of the State or a statutory authority under any Law; or
- (b) precludes the State or any statutory authority or an officer of the State or a statutory authority from accessing, relying upon or using any of their rights, powers, defences, immunities, indemnities or limitations of liability under any Law.

6.3 Entire understanding

- (a) This deed contains the entire understanding between the parties concerning the subject matter of the deed and supersedes all prior communications between the parties.
- (b) Each party acknowledges that, except as expressly stated in this deed, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other party in relation to the subject matter of this deed.

6.4 Severability of provisions

Any provision of this deed that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this deed nor affect the validity or enforceability of that provision in any other jurisdiction.

6.5 No adverse construction

This deed is not to be construed to the disadvantage of a party because that party was responsible for its preparation.

6.6 Conflict with Laws

If there is any inconsistency between anything in this deed and anything in a Law, the Law will prevail.

6.7 Compliance with Laws

Notwithstanding any other provision of this deed, nothing in this deed obliges or requires a party to do any act or perform any obligation which would be in violation of, or inconsistent with, any applicable law including those relating to anti-bribery and corruption, modern slavery or trade sanctions compliance.

6.8 No waiver

- (a) A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this deed does not operate as a waiver of the power or right.

- (b) A waiver given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No course of dealings between the parties removes the requirement under clause 6.8(b) that a waiver must be in writing to be effective and binding upon the parties.
- (d) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this deed.
- (e) A waiver of a default does not operate as a waiver of any other default.

6.9 Consents and approvals

Where anything depends on the consent or approval of a party then, unless this deed provides otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of that party.

6.10 Assignment

If a Scarborough Joint Venturer (**Transferor**) transfers the whole or any part of its interest in the Scarborough Titles, or any of them, or the Scarborough Main Title JVOA to any person (**Transferee**) in accordance with applicable Laws, then prior to the transfer taking effect:

- (a) the Transferor must:
 - (i) to the extent the Transferee is not already a party to this deed, transfer this deed to the Transferee to the extent of that interest, without any requirement for prior approval from the other parties for the purposes of this deed; and
 - (ii) to the extent the Transferee is not already a party to the Domestic Gas Commitment Agreement, transfer such deed in accordance with the terms of that deed;
- (b) the Transferor must procure that the Transferee executes a deed of covenant in favour of the State (in a form approved by the State (such approval not to be unreasonably withheld)) undertaking to comply with, observe and perform the provisions of this deed and provide a copy of the executed deed of covenant to the State; and
- (c) if the Transferor is transferring the whole of its interest in the Scarborough Titles and the Scarborough Main Title JVOA to the Transferee, the State will, under the deed of covenant contemplated by clause 6.10(b), release the Transferor from its obligations to the State under this deed which accrue on and from the date of the transfer and the Transferor will, unless the State, Transferor and Transferee agree otherwise, remain liable to the State for its obligations and liabilities which accrued before the date of the transfer, regardless of when such obligations or liabilities are due or payable.

6.11 Variation

This deed cannot be amended or varied except in writing signed by the parties.

6.12 Costs

Each party must pay its own legal costs of and incidental to the preparation and completion of this deed.

6.13 Non merger

A term or condition of, or act done in connection with, this deed does not operate as a merger of any of the rights or remedies of the parties under this deed and those rights and remedies continue unchanged.

6.14 Relationship of Parties

Unless this deed expressly provides otherwise, nothing in this deed may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

6.15 Survival

Each of the following clauses will survive the termination of this deed for any reason:

- (a) clause 1 (Definitions and Interpretation);
- (b) clause 3 (Rights and Liabilities);
- (c) clause 4 (Dispute Resolution);
- (d) clause 5 (Confidentiality); and
- (e) clause 6 (Miscellaneous).

6.16 Governing law and jurisdiction

- (a) This deed is to be interpreted according to the law for the time being in force in the State of Western Australia.
- (b) The mandatory exclusive venue for the conduct of any judicial proceeding in connection with this deed is the court of competent jurisdiction in Perth, Western Australia, and courts competent to hear appeals therefrom. The parties consent to the jurisdiction of these courts and waive any defences they have regarding jurisdiction.

EXECUTED AS A DEED

SIGNED for and on behalf of the
STATE OF WESTERN
AUSTRALIA by **THE**
HONOURABLE MARK)
McGOWAN, M.L.A., Premier of the)
State of Western Australia, in the)
presence of:)

[Signature]

.....

Signature of witness

Christopher John Clark

.....

Name of witness (block letters)

[Signature]

.....

Signature of **THE HONOURABLE**
MARK McGOWAN M.L.A

EXECUTED by **WOODSIDE ENERGY**)
SCARBOROUGH PTY LTD ABN 38 650)
177 227 in accordance with section 127(1))
of the *Corporations Act 2001* (Cth):)
)
)

[Signature]

.....

Signature of director

Daniel Stuart Kalms

.....

Full name of director (block letters)

[Signature]

.....

Signature of ~~director~~/company
secretary*

Warrant Martin Baillie

.....

Full name of ~~director~~/company
secretary* (block letters)

*delete whichever is not applicable

EXECUTED by **BHP PETROLEUM**)
(AUSTRALIA) PTY. LTD. ABN 39 006)
923 879 in accordance with section 127(1))
of the *Corporations Act 2001* (Cth):)
)
)

[Signature]

.....

Signature of director

Neil Croker

.....

Full name of director (block letters)

[Signature]

.....

Signature of director/~~company~~
~~secretary~~*

Ben Kucan

.....

Full name of director/~~company~~
~~secretary~~* (block letters)

*delete whichever is not applicable

Annexure A1 to the Scarborough JV Project Development Deed – WA Addendum to the Approved Australian Industry Participation Plan dated October 2021

Annexure A2 to the Scarborough JV Project Development Deed – Approved Australian Industry Participation Plan dated October 2018

The content of these annexures from page 25 to page 35 and page 37 to page 70 of this deed are confidential pursuant to clause 5.3 of this deed.

Page 36 provides:



Scarborough Addendum to the Australian Industry Participation Plan (AIPP)

Executive Summary

1. Woodside, on behalf of the Scarborough Joint Venture (SJV), is committed to maximising local industry participation where it is capable and competitive on the basis of health, safety, environment, quality, cost and delivery. The SJV participants are long-term operators and contribute a significant amount of spend each year with Australian businesses.
2. The Scarborough contracting strategy has been developed around four main work elements: drilling and completions; supply and installation of subsea hardware, including umbilicals, risers and flowlines; engineering, procurement, construction, installation and commissioning of a semi-submersible floating production unit; and the export trunkline (including line pipe supply and installation and nearshore civils work).
3. Scarborough activities undertaken by Woodside, where practicable, will ensure that full, fair and reasonable opportunity has been provided to Western Australian industry to bid for the supply of key goods or services.
4. Woodside, when acting as a procurement entity, will engage in advance of commencement of tendering activity of key goods and services with the Industry Capability Network WA (ICNWA) or an independent service provider to determine whether Australian and Western Australian capability and capacity exists for scopes of work equal to or in excess of \$1 million.
5. Where ICNWA or an independent service provider confirms that Australian or Western Australian industry capability exists, procurement entities will advertise relevant scopes of work on an online advertisement platform (e.g. ICN Gateway or equivalent) seeking industry expressions of interest prior to commencing further vendor market engagement.
6. Woodside will raise awareness about opportunities for Australian and Western Australian entities to supply key goods and services for the project, including offering project briefings and updates to industry at appropriate times. As Scarborough progresses, key contractors will be encouraged to undertake industry briefings on participation opportunities and contracting and procurement requirements.
7. Woodside will promote local employment by advertising opportunities to residentially based workers and businesses and by providing long-term contracting lookaheads targeting local capacity and capability.
8. Reporting under the Industry Participation Plan will follow periodic review of activities and findings and be submitted to the State (Department of Jobs, Tourism, Science and Innovation) on a six-monthly basis during project construction and on an annual basis once the project becomes operational.

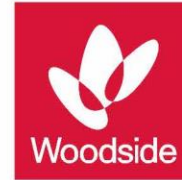
Annexure B to the Scarborough JV Project Development Deed – Logistics Plan dated August 2021

The content of this annexure from page 72 to page 86 of this annexure is confidential pursuant to clause 5.3 of this deed.

Page 87 provides:

Scarborough: Logistics Plan

Executive Summary



1. The Scarborough Joint Venture (SJV) will utilise an onshore infrastructure network across the Pilbara and Gascoyne regions to provide logistical support to the proposed development of the Scarborough gas resource through a second LNG train (Pluto Train 2) at the Woodside-operated Pluto LNG facility.
2. Existing infrastructure owned by Woodside or operated by third parties will be used for the transit of people and supply, transport and storage of cargo during the drilling and completions phase and for the operation of the floating production unit (FPU). Logistics support will be scalable, commercially competitive and where appropriate, shared with other resource owners throughout each phase of the project.
3. The SJV anticipates that infrastructure requirements over the life of the project will include Learmonth and Karratha Airports, the Port of Dampier and the King Bay Supply Base (KBSB), possibly including the Burrup Materials Facility (BMF).
4. People will move predominantly to and from Learmonth on regular public transport flights from Perth. Crew change personnel will transit offshore primarily from Learmonth Heliport and/or an alternative overflow transit hub. During construction, offshore activities will be supported from existing aviation infrastructure closest to the scope of work being delivered.
5. Approximately 250 people movements per month are expected during construction activities. During operations, approximately 12 people movements per fortnight are anticipated. Helicopter schedules are expected to be aligned with fixed wing schedules to minimise the impact of people movements on community amenity and to reduce the need for overnighting passengers in Exmouth or Karratha during both project phases. SJV will engage with airline carriers and helicopter service providers throughout all project phases to ensure impacts to flight availability and affordability are minimised.
6. To minimise impacts to existing services and facilities, particularly within the Exmouth region, KBSB is the preferred port and logistics supply base. Supply vessels will be used to ship cargo throughout all phases of the project. Cargo originating from national and international manufacturers and vendors will be transported via road and sea, or direct from international locations.
7. Supply vessels, including vessels supporting pipelay activities, may use local ports, including the Port of Dampier, KBSB and/or BMF to take on ship supplies.

Annexure C to the Scarborough JV Project Development Deed – Community Development Plan dated August 2021

The content of this annexure from page 89 to page 103 of this annexure is confidential pursuant to clause 5.3 of this deed.

Page 104 provides:

Scarborough Community Development Plan

Executive Summary



1. The Scarborough Joint Venture (SJV) is planning to develop the Scarborough gas resource through new offshore facilities connected by an approximate 430 km pipeline to a proposed expansion of the existing Pluto LNG onshore facility (Pluto Train 2). The predominantly offshore nature of the project in both construction and operations phases will mean a limited onshore footprint and therefore minimal local impacts.
2. The development of Scarborough is expected to provide benefits to the local economy, jobs and the supply of gas to domestic and export markets for decades to come. The SJV participants are long-term operators in Western Australia with a strong understanding of community relationships, issues and opportunities. The Scarborough Community Development Plan (CDP) has been developed to build on SJV participants' established track record of supporting and delivering benefits to Western Australian communities.
3. The CDP addresses the following opportunities and anticipated benefits to the community associated with the proposed development of Scarborough.
 - a. A peak construction workforce of 3,200 jobs during the development of Scarborough and Pluto Train 2, and almost 600 jobs on average during operations¹
 - b. Capital expenditure of A\$15.8 billion in Western Australia and over \$19 billion in total taxation payments estimated as a result of the proposed Scarborough and Pluto Train 2 development²
 - c. Regional skills development and training opportunities, including the continuation of existing programs, in collaboration with resource industry peers and key contractors in the Pilbara and Gascoyne regions.
 - d. Indigenous education, training and development initiatives in the Pilbara and Gascoyne regions. Initiatives will be aimed at increasing economic empowerment and broader regional development and aligned with Reconciliation Action Plan (RAP) commitments of the SJV participants.
 - e. Regional development through support for local tourism and exploring broader infrastructure benefits for the community.
 - f. Engagement and coordination with aviation service providers to minimise impacts of people movements to Learmonth airport and consider associated opportunities for the local community.
 - g. Community projects and continued social contribution that enhances cohesion, builds knowledge of the natural environment and promotes regional accessibility to arts and sports in the region.
4. Reporting under the CDP will follow periodic review of activities and findings and be submitted to the State (Department of Jobs, Tourism, Science and Innovation) on an annual basis.

¹ ACIL Allen economic impact assessment, June 2019.

² ACIL Allen economic impact assessment, June 2019.