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2024

THE STATE OF WESTERN AUSTRALIA

AND

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

AND

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

**AMENDMENT DEED TO THE
ADDITIONAL DOMESTIC GAS COMMITMENT (INCLUDING PLUTO
ACCELERATION PROJECT OFFSET)**

THIS DEED is made this 25 day of March 2024

BETWEEN

THE HONOURABLE ROGER COOK, BA, GradDipBus, MBA, 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.** The State, WB and Woodside have entered into the ACA, under which Woodside in its corporate capacity agreed to provide the State with the Additional Domgas Commitment 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.** The State, WB and Woodside have agreed to vary the commencement date of certain obligations of Woodside under the ACA to 1 April 2024 in order to support the intention of marketing Additional Domgas for delivery and use in the said State from 1 April 2024.
- D.** The NWS Joint Venturers have been notified of the amendments made to the ACA pursuant to this Deed and the potential increase in the quantity of Domgas to be provided by Woodside pursuant to the ACA as a result of the increase in the 'Production Capacity Approved Quantities' under the WB DCA.
- E.** The State, WB and Woodside have agreed to amend the ACA on the terms and conditions set out in this Deed.

The Parties agree as follows:

1. DEFINITIONS

- (1) Subject to clause 1(2), terms which are defined in the ACA (as amended by this Deed) will have the same meaning when used in this Deed (unless another interpretation is expressly or by implication required by this Deed).
- (2) In this Deed the following definitions apply unless the contrary intention appears:

ACA means the agreement titled Additional Domestic Gas Commitment (Including Pluto Acceleration Project Offset) between the State, WB and Woodside dated 27 January 2021.

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

2. INTERPRETATION

Clause 2 (Interpretation) of the ACA is incorporated into this Deed, *mutatis mutandis*.

3. AMENDMENT OF THE ACA

The Parties agree that with effect on and from the Date of this Deed:

- (1) the ACA is amended as set out in clause 4; and
- (2) the amendments in clause 4 in no way operate to novate the ACA.

4. AMENDMENTS

The ACA is amended as follows:

- (1) In the definition of "Domgas" in clause 1, the reference to "1 January 2025" is deleted and replaced with "1 April 2024".
- (2) Clause 4(3)(a)(i) is deleted in its entirety and replaced with the following:

"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 2024; and"
- (3) Item 1 of the Annexure to the ACA is deleted in its entirety and replaced with the following:

"ITEM 1*

Planned Supply Profile

The content of this profile is confidential pursuant to clause 14(1)(c)(i) of the Additional Domestic Gas Commitment Agreement

5. CONFIRMATION AND ACKNOWLEDGEMENT

- (1) The Parties acknowledge and agree that nothing contained in or implied by this Deed (including the amendments to the ACA effected by this Deed) 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) Each Party acknowledges and agrees that:
 - (a) except as provided for in clause 4, no changes to the ACA are to be inferred or implied, and in all other respects the ACA is confirmed and remains in full force and effect;
 - (b) the amendments to the ACA do not affect the validity or enforceability of the ACA; and
 - (c) each Party is bound by the ACA as amended by this Deed.
- (3) Nothing in this Deed:
 - (a) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the ACA before the Date of this Deed; or

- (b) discharges, waives, releases, reduces, diminishes or otherwise affects any liability or obligation arising under the ACA before the Date of this Deed.

6. APPLICABLE LAW AND SUBMISSION TO JURISDICTION

- (1) This Deed 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 Deed, the Parties submit to the non-exclusive jurisdiction of the Courts of Western Australia and courts competent to hear appeals therefrom.

7. GENERAL

The provisions of clauses 12 (Arbitration), 13 (Severability), 14 (Confidentiality) and 20 (No Fetter) of the ACA shall apply, *mutatis mutandis*, as if set out in full in this Deed.

EXECUTED as a deed.

SIGNED by THE HONOURABLE)
ROGER COOK)
in the presence of:) [Signature]

[Signature]

Signature of witness

Sarah Gwen Keegan

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

Michael Price
.....
Full name of director (block letters)

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

Jessica Magalie Van Dongen
.....
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

Susan Juliet Fallon
.....
Full name of director (block letters)

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

Jessica Magalie Van Dongen
.....
Full name of ~~director~~/company secretary*
(block letters)
*delete whichever is not applicable