

**CONFORMED COPY FOR PUBLIC RELEASE**

**2024**

**THE STATE OF WESTERN AUSTRALIA**

**AND**

**THE HONOURABLE ROGER COOK  
MINISTER FOR STATE DEVELOPMENT**

**AND**

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

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**AMENDMENT DEED TO THE  
DOMESTIC GAS COMMITMENT FOR THE PLUTO ACCELERATION PROJECT**

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**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**

**THE HONOURABLE ROGER COOK**, BA, GradDipBus , MBA, M.L.A., the Minister for State Development, being the Minister in the Government of the said State for the time being responsible for the administration of the State Agreement ("**Minister**") of the second part

**AND**

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

**RECITALS**

- A.**        The State, the Minister and WB are parties to the WB DCA.
- B.**        The NWS Joint Venturers are the "**Joint Venturers**" as defined in the State Agreement and as at the Date of this Deed are Woodside, BHPB Petroleum (now, Woodside Energy (North West Shelf) Pty Ltd), Shell, BP, Chevron and MIMI.
- C.**        The Minister is the "**Minister**" as defined in the State Agreement and at the Date of this Deed is the Honourable Roger Cook in his capacity as the Minister for State Development.
- D.**        Under the WB DCA, WB wished the NWS Joint Venturers to, as part of the overall project and in accordance with the State Agreement, utilise at the onshore facilities natural gas recovered from a well or wells within the Fields Area in the production for WB of:
  - (a)      natural gas for delivery and use in the said State; and
  - (b)      3 million tonnes of liquefied natural gas.
- E.**        Pursuant to clause 9 of the State Agreement the NWS Joint Venturers have submitted (and obtained approval of) additional proposals to undertake such utilisation.
- F.**        Under the State Agreement such utilisation may only be undertaken if the Minister has first notified the NWS Joint Venturers that the Minister is satisfied that:
  - (a)      the holder of the Identified Petroleum Title has provided to the State the domestic gas commitment referred to in clause 9(2)(d)(i) of the State Agreement; and
  - (b)      the proposed production of the liquefied natural gas from natural gas recovered from a well or wells within the Fields Area will not result in a breach by the NWS Joint Venturers of their State Agreement Domgas Commitment,

and otherwise in accordance with proposals submitted and approved or determined under the State Agreement in accordance with clause 9 of the State Agreement.

- G.** In the WB DCA, WB provided to the State the domestic gas commitment required by clause 9(2)(d)(i) of the State Agreement in respect of the proposed utilisation at the onshore facilities by the NWS Joint Venturers of natural gas recovered from a well or wells within the Fields Area as referred to in recital D.
- H.** On 5 August 2022, the Minister approved WB's request pursuant to clause 5(6) of the WB DCA to reduce the Production Capacity Approved Quantities to 2.5 million tonnes of liquefied natural gas. The approval took effect on and from 29 June 2022.
- I.** In connection with WB's request and pursuant to the approved additional proposal referred to in recital E, on 29 June 2022 the NWS Joint Venturers provided notice to the Minister of a reduction in the approved total aggregate quantity of LNG to be processed for WB to match WB's revised Production Capacity Approved Quantities and a corresponding change to the estimated maximum total aggregate quantity of domestic gas to be processed for WB. A further additional proposal was not required on the basis that the relevant reduction did not result in a significant modification to infrastructure being utilised by the NWS Joint Venturers under the State Agreement.
- J.** WB wishes to increase the Production Capacity Approved Quantities to 4.1 million tonnes.
- K.** In connection with this increase to the Production Capacity Approved Quantities, the Parties also wish to increase the quantities of natural gas to which the Fields Area Domgas Commitment apply by increasing the Relevant Percentage to 22%, which represents the time-weighted average derived from applying the following 'relevant percentages' during the following periods:

  - (a) 15%, applying from 31 March 2022 to 31 March 2024; and
  - (b) 30%, applying on and from 1 April 2024 to the expiry of the First Term on 31 December 2025.
- L.** This Deed also includes a revised Fields Area planned supply profile reflecting the change to the Relevant Percentage referred to in recital K, indicating increased quantities in 2024 and 2025.
- M.** Pursuant to clause 9 of the State Agreement, the NWS Joint Venturers have submitted a corresponding additional proposal to vary the previous additional proposals as referred in recitals J, K and L.
- N.** The Parties have agreed to amend the WB DCA 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 WB DCA (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:

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

**WB DCA** means the agreement titled Domestic Gas Commitment for the Pluto Acceleration Project between the State, the Minister and WB dated 27 January 2021.

**2. INTERPRETATION**

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

**3. AMENDMENT OF THE WB DCA**

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

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

**4. AMENDMENTS**

The WB DCA is amended as follows:

- (1) Under clause 1(1) the definition of Relevant Percentage is deleted in its entirety and replaced with:

**Relevant Percentage** means:

  - (a) subject to paragraph (b), 22%; or
  - (b) such lesser percentage as the Minister may approve in accordance with clause 6(4).
- (2) Under clause 6(4), the reference to “15%” is deleted and replaced with “22%”.
- (3) Annexure 2 to the WB DCA is deleted in its entirety and replaced with the Annexure to this Deed.

**5. INCREASE TO THE PRODUCTION CAPACITY APPROVED QUANTITIES**

The Minister confirms that WB’s request to increase the Production Capacity Approved Quantities from 2.5 million tonnes to 4.1 million tonnes is approved in accordance with clause 5(4) of the WB DCA and acknowledges that the increase in the Production Capacity Approved Quantities may impact the quantum of the Carry Over Quantity Additional Domgas Commitment that has been approved as a domgas offset commitment under clause 7(1) of the WB DCA.

**6. REPRESENTATIONS AND WARRANTIES**

- (1) WB represents and warrants that at the Date of this Deed:
  - (a) WB has entered into a gas purchase agreement with the other holders of the Identified Petroleum Title in respect of natural gas to be extracted from the Identified Petroleum Title; and
  - (b) the quantity of natural gas to be purchased pursuant to such arrangement will, when combined with WB's share of natural gas to be extracted from the Identified Petroleum Title, be sufficient to enable WB to process such natural gas at the onshore facilities to produce 4.1 million tonnes of liquefied natural gas and meet WB’s Fields Area Domgas Commitment.
- (2) WB must, to the extent it is within WB's reasonable control, do everything reasonably required to maintain the gas purchase agreement referred to in

clause 6(1)(a) above (or any replacement arrangement) in full force and effect, to ensure WB is able to meet its Fields Area Domgas Commitment.

**7. CONFIRMATION AND ACKNOWLEDGEMENT**

- (1) Each Party acknowledges and agrees that:
  - (a) except as provided for in clause 4, no changes to the WB DCA are to be inferred or implied, and in all other respects the WB DCA is confirmed and remains in full force and effect;
  - (b) the amendments to the WB DCA do not affect the validity or enforceability of the WB DCA; and
  - (c) each Party is bound by the WB DCA as amended by this Deed.
- (2) Nothing in this Deed:
  - (a) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the WB DCA before the Date of this Deed; or
  - (b) discharges, waives, releases, reduces, diminishes or otherwise affects any liability or obligation arising under the WB DCA before the Date of this Deed.

**8. 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.

**9. GENERAL**

The provisions of clauses 12 (Arbitration), 13 (Severability), 14 (Confidentiality) and 20 (No Fetter) of the WB DCA 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

**SIGNED** by **THE HONOURABLE ROGER** )  
**COOK** in his capacity as the Minister for State )  
Development for the State of Western Australia, )  
in the presence of: ) [Signature]

[Signature]

.....  
Signature of witness

Sarah Gwen Keegan

.....  
Name of witness (block letters)

.....  
Signature of **THE HONOURABLE**  
**ROGER COOK**

**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

## **ANNEXURE**

### **Fields Area Domgas Planned Supply Profile**

**The content of this annexure is confidential pursuant to clause 14(1)(c)(i) of the WB DCA.**