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2025

THE STATE OF WESTERN AUSTRALIA

AND

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

AND

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

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

THIS DEED is made this 4 day of December 2025

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 MIMIL.
- 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.** On 25 March 2024, the Minister approved WB's request pursuant to clause 5(4) of the WB DCA to increase the Production Capacity Approved Quantities to 4.1 million tonnes of liquefied natural gas.
- K.** In connection with WB's request referred to in recital J, the NWS Joint Venturers submitted an additional proposal, which was approved by the Minister on 28 March 2024.
- L.** On 25 March 2024, the Parties entered into the WB DCA Deed of Amendment where in connection with the increase to the Production Capacity Approved Quantities referred to in recital J, the Parties agreed to increase the quantities of natural gas to which the Fields Area Domgas Commitment applied by increasing the Relevant Percentage to 22%, representing 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.
- This adjustment was reflected in a revised Fields Area planned supply profile which indicated the increased quantities in 2024 and 2025.
- M.** WB wishes to extend the First Term of the WB DCA to 31 December 2029.
- N.** WB wishes to increase the Production Capacity Approved Quantities to 6.9 million tonnes.
- O.** In connection with this increase to the Production Capacity Approved Quantities, the Parties also wish to:
- (a) decrease the Relevant Percentage to 19.14%, which represents the volume-weighted average derived from applying the following relevant percentages during the following periods:
 - (i) 15%, applying to the approved PCAQ of 2.5 million tonnes from 31 March 2022 to 31 March 2024;
 - (ii) 32.85% applying to the approved PCAQ of 1.6 million tonnes from 1 April 2024 up to and including the Effective Date; and
 - (ii) 15%, applying to the incremental 2.8 million tonnes PCAQ approved under clause 6 of this Deed; and
 - (b) extend the First Term.

- P. This Deed also includes a revised Fields Area planned supply profile reflecting the extended First Term and the change to the Relevant Percentage referred to in recital O.
- Q. Pursuant to clause 9 of the State Agreement, the NWS Joint Venturers have submitted a corresponding additional proposal to vary the previous additional proposals to reflect the arrangements as referred to in recitals N, O and P.
- R. 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.

Effective Date means earlier of:

- (a) 30 December 2025; and
- (b) the date on which the quantity of liquified natural gas produced for WB by processing at the onshore facilities after the Relevant Date reaches 4.1 million tonnes of liquified natural gas.

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, as amended by the WB DCA Amendment Deed.

WB DCA Amendment Deed means the deed titled 'Amendment Deed to the Domestic Gas Commitment for the Pluto Acceleration Project' between the State, the Minister and WB dated 25 March 2024.

2. INTERPRETATION

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

3. CONDITION PRECEDENT

- (1) This Deed (other than this clause 3 and clauses 1, 2, 9 and 10) is not binding on the Parties and is of no force or effect until the Minister notifies WB that the additional proposal to be submitted by the NWS Joint Venturers in accordance with clause 9 of the State Agreement:
- (a) to produce for WB 6.9 million tonnes of liquefied natural gas by processing at the onshore facilities natural gas recovered from a well or wells in the Fields Area, as the Fields Area exists at the Date of this Deed, during the First Term (as such First Term is to be extended by this Deed); and
- (b) to the extent that Make Good and Final Cargo Quantities may accrue under the NWS Joint Venturer's arrangements with WB, to extend the Initial Term (with the First Term component of the

Initial Term being a reference to the First Term as extended by this Deed) by a period of up to 48 months to process Make Good and Final Cargo Quantities, by giving the Minister a Make Good and Final Cargo Extension Notice,

have been obtained, approved or determined in accordance with the State Agreement.

- (2) The condition identified in clause 3(1) is for the benefit of the State, the Minister and WB and may only be waived by written agreement between the Parties.
- (3) If the condition identified in clause 3(1) is not satisfied or waived on or before 30 December 2025 or such later date as the Parties may agree in writing, then:
 - (a) WB or the Minister may, by giving notice to the other in writing terminate this Deed;
 - (b) following termination, the Parties' rights and obligations to each other under this Deed are discharged except for the enforcement of any right or claim which has arisen under the clauses referred to in clause 3(1); and
 - (c) for the avoidance of doubt, the WB DCA will continue in full force and effect in accordance with its terms.
- (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 Deed under clause 3(3).

4. AMENDMENT OF THE WB DCA

- (1) The Parties agree that with effect on and from the Effective Date:
 - (a) the WB DCA is amended as set out in clause 5; and
 - (b) the amendments in clause 5 in no way operate to novate the WB DCA.
- (2) As soon as reasonably practicable after the Effective Date occurs, WB must notify the Minister in writing that the Effective Date has occurred and the date on which the Effective Date occurred.

5. AMENDMENTS

The WB DCA is amended as follows:

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

“**First Term** means the period commencing on the Relevant Date and ending 31 December 2029, as such period may be changed pursuant to clause 5.”
- (2) Under clause 1(1) the definition of Production Reserve Reduction Notification is deleted in its entirety and replaced with:

“**Production Reserve Reduction Notification** means a written notice given by the NWS Joint Venturers to the Minister on or after the Relevant Date in accordance with:

 - (a) the additional proposals referred to in clause 3(1)(a); or

- (b) the additional proposals referred to in clause 3(1)(a) as substituted, modified or supplemented by any subsequent additional proposals submitted by the NWS Joint Venturers under clause 9 of the State Agreement and approved or determined in accordance with the State Agreement which relate (in whole or part) to the use of the NWS Joint Venturers' onshore facilities to produce liquefied natural gas from natural gas recovered from a well or wells in the Fields Area,

nominating a lower quantity of liquefied natural gas to be produced for WB by the processing at the NWS Joint Venturers' onshore facilities of natural gas recovered from a well or wells in the Fields Area as a result of a reassessment of gas reserves within the Fields Area or deliverability constraints impacting the Pluto Acceleration Project.”

- (3) Under clause 1(1) the definition of Pluto Acceleration Project is deleted in its entirety and replaced with:

“**Pluto Acceleration Project** means the project to extract petroleum from the Identified Petroleum Title, utilise Infrastructure and obtain processing services as described in Recitals A and D, except that the reference to "3 million tonnes of liquefied natural gas" in Recital D(b) is deemed to refer to the "the PCAQ".”

- (4) 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), 19.14%; or
- (b) such lesser percentage as the Minister may approve in accordance with clause 6(4).”

- (5) Clause 5(6) is deleted in its entirety and replaced with:

“Notwithstanding subclause (5), WB may at any time it is in compliance with the Fields Area Domgas Commitment request the Minister to reduce any Production Capacity Approved Quantity (including a corresponding reduction of the First Term or Second Term if applicable) if WB can demonstrate:

- (a) the decrease is due to reassessment of gas reserves within the Fields Area; or
- (b) the decrease is due to deliverability constraints of the gas reserves within the Fields Area impacting the Pluto Acceleration Project,

and if the proposed reduction:

- (c) does not impact upon the NWS Joint Venturers' gas processing infrastructure-related commitments and requirements under additional proposals approved or determined under the State Agreement, the Minister shall approve the request and such approval shall take effect on the date of receipt by the Minister of a corresponding Production Reserve Reduction Notification as an approval under subclause (4); or
- (d) does impact upon the NWS Joint Venturers' gas processing infrastructure-related commitments and/or requirements under additional proposals approved or determined under the State

Agreement, the Minister shall approve the request and such approval shall take effect on the date of approval of the requisite corresponding additional proposal submitted under clause 9 of the State Agreement by the NWS Joint Venturers as an approval under subclause (4).”

- (6) Under clause 6(4), the reference to “22%” is deleted and replaced with “19.14%”.
- (7) Annexure 2 to the WB DCA is deleted in its entirety and replaced with the Annexure to this Deed.

6. INCREASE TO THE PRODUCTION CAPACITY APPROVED QUANTITIES

The Minister confirms that WB’s request to increase the Production Capacity Approved Quantities from 4.1 million tonnes to 6.9 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.

7. REPRESENTATIONS AND WARRANTIES

- (1) WB represents and warrants that as at the Date of this Deed and at the Effective Date:
 - (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 6.9 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 7(1)(a) above (or any replacement arrangement) in full force and effect, to ensure WB is able to meet its Fields Area Domgas Commitment.

8. CONFIRMATION AND ACKNOWLEDGEMENT

- (1) Each Party acknowledges and agrees that:
 - (a) except as provided for in clause 5, 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 Effective Date; or
 - (b) discharges, waives, releases, reduces, diminishes or otherwise affects any liability or obligation arising under the WB DCA before the Effective Date.

9. 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.

10. 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 of witness

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 of witness

.....
Signature of THE HONOURABLE
ROGER COOK

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

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 of director

.....
Signature of director/company secretary*

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

.....
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.