

# Second Variation to Alliance Agreement

## Details

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Date 4th September 2018

## Parties

Commonwealth Scientific and Industrial Research Organisation, ABN 41 687 119 230 ("CSIRO").

Australia Pacific LNG Pty Limited, ABN 68 001 646 331 ("APLNG")

Origin Energy Upstream Holdings Pty Ltd, ABN 65 105 423 523 ("Origin")

Santos Limited, ABN 80 007 550 923 ("Santos")

QGC Pty Limited, ABN 11 089 642 553 ("QGC")

(together the "Alliance Parties")

## Recitals

- A On 4 January 2016, the Alliance Parties entered into an Alliance Agreement for the operation of the Gas Industry Social and Environmental Research Alliance (the "GISERA Agreement"). The Alliance Parties varied the GISERA Agreement on 7 April 2016.
- B The Alliance Parties now wish to vary the GISERA Agreement on the terms set out in this Second Variation (the "Second Variation")

## Agreed terms

### 1 Interpretation

In this Second Variation, unless the context indicates otherwise:

- a. capitalised terms that are defined in the GISERA Agreement have the same meaning in this Second Variation;
- b. "GISERA Agreement" means the agreement referred to in Recital A; and
- c. "Effective Date" means the date the last party to do so, signs this Second Variation.

## 2 Amendments

The Alliance Parties agree that on and from the Effective Date, the GISERA Agreement is amended as follows:

- a. All references to "*unconventional gas*" throughout the GISERA Agreement are deleted and replaced with "*onshore gas*".
- b. The definition of **Alliance Term** in clause 1.1 is deleted and replaced with the following:

"**Alliance Term** means the period from the Commencement Date until the earlier of 30 June 2020 or the date this agreement is terminated in accordance with clause 20.1 or 21(c)."
- c. **Clause 6** is deleted and replaced with the wording shown in Schedule A of this Second Variation.
- d. **Clause 7.1(a)** is deleted and replaced with the following:

"The Industry Parties each agree to make a minimum annual Cash Contribution to the Alliance of \$150,000 each year from the Commencement Date until 31 December 2018. From 1 January 2019 until the expiry of the Alliance Term, a party is permitted to make Cash Contributions of any amount, but is not required to make a minimum annual Cash Contribution."
- e. **Schedule 1 - Agreement Details** is deleted and replaced with the details shown in Schedule B of this Second Variation.

## 3 Survival of remaining terms

The Alliance Parties acknowledge and agree that the terms of the GISERA Agreement remain unamended and binding on the parties except to the extent they are varied as set out in clause 2 of this Second Variation.

## 4 General

### 4.1 Governing Law

This Second Variation is governed by the governing law specified in the GISERA Agreement.

### 4.2 Inconsistency

To the extent of any inconsistency between the GISERA Agreement and this Second Variation, this Second Variation will have priority.

### 4.3 Counterparts

This Second Variation may be signed in any number of counterparts. All counterparts will be taken to constitute one instrument.

# Signing page

## EXECUTED BY THE PARTIES AS AN AGREEMENT

Signed for and on behalf of the  
Commonwealth Scientific and Industrial  
Research Organisation by:

Tim FINNILLAN  
Print Name

DIRECTOR, ENERGY  
Title

[Signature]  
Signed

a duly authorised officer of CSIRO and in the presence of:

C. Madden  
Witness Signature

Cathy Madden  
Witness Print Name

4/9/2018  
Date

By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of CSIRO

Signed by Australia Pacific LNG Pty Limited  
in accordance with section 127(1) of the  
Corporations Act 2001 (Cth) by:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Name of Director/Secretary

\_\_\_\_\_  
Date

# Signing page

## EXECUTED BY THE PARTIES AS AN AGREEMENT

Signed for and on behalf of the  
**Commonwealth Scientific and Industrial  
Research Organisation** by:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

Signed \_\_\_\_\_

a duly authorised officer of CSIRO and in the presence of: By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of CSIRO

\_\_\_\_\_

Witness Signature

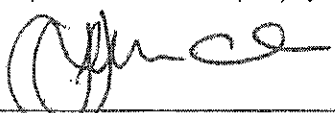
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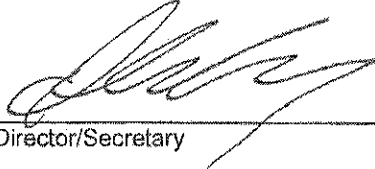
Witness Print Name

\_\_\_\_\_

Date

Signed by **Australia Pacific LNG Pty Limited**  
in accordance with section 127(1) of the  
Corporations Act 2001 (Cth) by:

  
\_\_\_\_\_  
Director


  
\_\_\_\_\_  
Director/Secretary

**LAWRENCE TROMANE**  
\_\_\_\_\_  
Name of Director

**HELEN HARDY**  
\_\_\_\_\_  
Name of Director/Secretary

**18 MARCH 2018**  
\_\_\_\_\_  
Date

Signed by Santos Limited in accordance with section 127(1) of the Corporations Act 2001 (Cth) by: its Attorney pursuant to a Power of Attorney dated 25 January 2011 in the presence of:

  
\_\_\_\_\_  
(Signature of director)  
attorney

Amanda Duranish  
\_\_\_\_\_  
(Print name of director)  
attorney

  
\_\_\_\_\_  
(Signature of director/company secretary)  
witness

SONIA RAI  
\_\_\_\_\_  
(Print name of director/company secretary)  
witness

22 August 2018  
\_\_\_\_\_  
Date

Signed by QGC Pty Limited in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:

\_\_\_\_\_  
(Signature of director)

\_\_\_\_\_  
(Print name of director)

\_\_\_\_\_  
(Signature of director/company secretary)

\_\_\_\_\_  
(Print name of director/company secretary)

\_\_\_\_\_  
Date

Signed by Origin Energy Upstream Holdings Pty Ltd in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:

\_\_\_\_\_  
(Signature of director)

\_\_\_\_\_  
(Print name of director)

\_\_\_\_\_  
(Signature of director/company secretary)

\_\_\_\_\_  
(Print name of director/company secretary)

\_\_\_\_\_  
Date

Signed by Santos Limited in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:

\_\_\_\_\_  
(Signature of director)

\_\_\_\_\_  
(Print name of director)

\_\_\_\_\_  
(Signature of director/company secretary)


\_\_\_\_\_  
(Print name of director/company secretary)

\_\_\_\_\_  
Date

Signed by QGC Pty Limited in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:

  
\_\_\_\_\_  
(Signature of director)

WILLIAM MCKENZIE  
\_\_\_\_\_  
(Print name of director)

  
\_\_\_\_\_  
(Signature of director/company secretary)

Kirsten Kenny  
\_\_\_\_\_  
(Print name of director/company secretary)

15/1/18  
\_\_\_\_\_  
Date

Signed by Origin Energy Upstream Holdings Pty Ltd in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:

\_\_\_\_\_  
(Signature of director)

\_\_\_\_\_  
(Print name of director)

\_\_\_\_\_  
(Signature of director/company secretary)

\_\_\_\_\_  
(Print name of director/company secretary)

\_\_\_\_\_  
Date



# SCHEDULE A

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## 6. National Stakeholder Roundtable

### 6.1 Formation

The parties will create and maintain a Stakeholder Roundtable Group to perform the role in clause 6.3.

### 6.2 Membership

(a) The Stakeholder Roundtable Group will comprise:

- (i) at least three Industry Party representatives at the executive level, as appointed by the National Research Management Committee;
- (ii) at least three invited Stakeholder representatives, as appointed by the National Research Management Committee from time to time;
- (iii) at least one CSIRO representative; and
- (iv) the GISERA Director.

For the purposes of this clause 6, "Stakeholder" means an individual or organisation which is not a party to the Alliance Agreement but who has an interest in onshore gas exploration and development throughout Australia.

### 6.3 Role

The role of the Stakeholder Roundtable Group is to provide advice and counsel to the GISERA Director on the direction and strategy of the National GISERA.

### 6.4 Limitation on power

The role of the Stakeholder Roundtable Group is to provide advice only. The Stakeholder Roundtable Group has no power to direct the GISERA Director, an Alliance Member, the National Research Management Committee or a Regional Research Advisory Committee.

### 6.5 Meetings

The Stakeholder Roundtable Group will meet at least once each Financial Year.

### 6.6 Expenses

Each member will pay its own representatives' expenses (including travel and accommodation expenses) incurred in attending meetings and carrying out their functions in relation to the Stakeholder Roundtable Group.



# SCHEDULE B

## Schedule 1 - Agreement Details

### 1. NRMC Representatives

APLNG	CSIRO
Rebecca Pickering: General Manager Production Operations – West	Peter Mayfield: Executive Director, Environment, Energy & Resources Dr Paul Bertsch: Deputy Director- Science, Land and Water Mike Grundy: Research Director, Agriculture
<b>Origin</b>	<b>Santos</b>
Rob Uilly: Integrated Gas Environment Manager	Matt Sherwell: Manager Policy & Regulatory Affairs
<b>QGC</b>	<b>Independent</b>
Lucy McKee: Technology and Planning Manager	Michael Sheldrick: General Manager – Onshore Energy Branch, Resources Division (Department of Industry, Innovation and Science).

### 2. Executives

APLNG	CSIRO
TBA	Peter Mayfield, Executive Director, Environment, Energy & Resources
<b>Origin</b>	<b>Santos</b>
TBA	TBA
<b>QGC</b>	
Bill McKenzie, GM Development	

### 3. Notices

<b>APLNG</b>	<b>CSIRO</b>
Fraser Power Stakeholder & Advocacy Manager Level 4, 139 Coronation Drive, Milton QLD 4064	Kate Reading Contract Manager Technology Court, Pullenvale QLD 4069
<b>Origin</b>	<b>Santos</b>
Rob Uilly Integrated Gas Environment Manager 135 Coronation Drive, Milton QLD 4064	Matt Sherwell Manager Policy & Regulatory Affairs Santos Centre, 60 Flinders Street Adelaide SA 5000
<b>QGC</b>	
Lucy McKee Technology and Planning Manager Level 27, 275 George Street Brisbane QLD 4000	

### 4. Regions

Region	Participating Industry Parties
New South Wales	Santos
Northern Territory	Origin
Queensland	QGC APLNG Origin