

Deed of Novation

Details

Date 23 November 2017

Parties

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

AGL Energy Limited, ABN 74 115 061 375 ("AGL")

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

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

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

(together the "Alliance Parties")

AND

Lattice Energy Limited (formerly Origin Energy Resources Limited), ABN 66 007 845 338 (the "Retiring Party")

AND

Origin Energy Upstream Holdings Pty Ltd ABN 65 105 423 523 (the "Incoming Party")

Recitals

- A. The Retiring Party and the Alliance Parties are parties to an Alliance Agreement dated 4 January 2016 for the operation of the Gas Industry Social and Environmental Research Alliance (the "GISERA Agreement").
- B. The parties to this Deed have agreed to novate the GISERA Agreement, on the terms set out in this Deed, such that the Retiring Party will surrender its rights and be released and discharged from its obligations under the GISERA Agreement and the Incoming Party will become entitled to equivalent rights and assume equivalent obligations under the GISERA Agreement.

This Deed provides:

1. Interpretation

In this Deed, unless the context indicates otherwise:

- a) terms that are defined in the GISERA Agreement have the same meaning in this Deed;
- b) “**GISERA Agreement**” means the agreement referred to in Recital A;
- c) “**Deed**” means this deed of novation; and
- d) “**Effective Date**” means 1 June 2017.

2. **Novation**

On and from the Effective Date:

- a) The parties agree to novate the GISERA Agreement, such that the Incoming Party is substituted for the Retiring Party under the GISERA Agreement in accordance with the terms of this Deed;
- b) The Retiring Party and the Alliance Parties mutually release and discharge forever each other from all obligations which may arise under the GISERA Agreement on or after the Effective Date but without prejudice to any obligation which has accrued prior to the Effective Date;
- c) The Incoming Party and the Alliance Parties will have the rights and be bound by the obligations set out in the GISERA Agreement which arise on or after the Effective Date as if the Incoming Party were a party to the GISERA Agreement and its name were inserted therein in place of the name of the Retiring Party;
- d) The Incoming Party will be entitled to the benefit of any obligations owed by the Alliance Parties to the Retiring Party which have accrued prior to the Effective Date; and
- e) The Incoming Party will be bound by all obligations owed by the Retiring Party to the Alliance Parties which have accrued prior to the Effective Date.

3. **General**

3.1 **Governing Law**

This Deed is governed by the laws set out in the GISERA Agreement.

3.2 **Counterparts**

This Deed may be executed and delivered in counterparts (including by facsimile or email transmission), each of which will be deemed an original. The counterparts taken together constitute one and the same instrument.

3.3 **Amendments**

This Deed may only be varied by a deed signed by or on behalf of each party.

3.4 **Confidentiality**

This Deed, and all information provided by a party to another under or in connection with this Deed, must be kept confidential on the same terms as and must not be disclosed except as otherwise permitted under the GISERA Agreement.

3.5 **Costs**

Each party must pay its own costs and expenses in respect of this Deed.

Execution blocks intentionally omitted