

## Deed of Accession and Amendment

This Deed of Accession and Amendment is made on 14 March 2019

between

**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 “**Existing Parties**”)

AND

**Pangaea Resources Pty Ltd**, ABN 62 070 165 025 of Suite 206, Level 2, 83 York Street Sydney NSW 2000 (“**Pangaea**”)

### RECITALS

- A. On 4 January 2016, the Existing Parties entered into an Alliance Agreement (the ‘Existing Agreement’). The Existing Agreement has been amended by the Existing Parties under variation effective 24 May 2016, and under the Second Variation to the Alliance Agreement with effect from 4 September 2018. Under a Deed of Novation dated 23 November 2017, the Existing Agreement was novated from Lattice Energy Ltd to Origin Energy Upstream Holdings Pty Ltd.
- B. Pangaea wishes to become a party to the Existing Agreement.
- C. The Existing Parties have agreed to admit Pangaea as a party to the Existing Agreement and amend the Existing Agreement on the terms set out in this Deed.

### AGREED TERMS

#### 1. Interpretation

In this Deed, unless the context indicates otherwise:

- a) terms that are defined in the Existing Agreement have the same meaning in this Deed;
- b) “**Deed**” means this deed of accession;
- c) “**Effective Date**” means on the date the last party to do so signs this Deed;

- d) “**Existing Agreement**” means the agreement referred to in Recital A as amended from time to time, a copy of which is attached as Schedule 1; and
- e) “**Parties**” means the Existing Parties and Pangaea.

## **2. Admission of new party**

- 2.1 The Parties agree that on and from the Effective Date:
  - a) Pangaea will be deemed to be a party to the Existing Agreement;
  - b) Pangaea agrees to be bound by the terms and obligations of the Existing Agreement.
- 2.2 Notwithstanding clause 2.1(b), the Existing Parties acknowledge that, prior to the Effective Date, Pangaea was not a party to the Existing Agreement and, as such, was not subject to any rights and/or liabilities which may have accrued before the Effective Date.
- 2.3 For the purposes of the Existing Agreement, the address:
  - (a) of Pangaea to which all notices relating to the Existing Agreement must be delivered is GPO Box 4160, Sydney NSW 2001; and
  - (b) of each of the Existing Parties is as set out in the Existing Agreement or if notified otherwise, then in the manner last notified.

## **3. Variation of the Existing Agreement**

- 3.1 The Parties agree that the Existing Agreement is amended by inserting new clause 7.1(aa) after clause 7.1(a) as follows:

“7.1(aa) Notwithstanding clause 7.1(a), Pangaea agrees to make a minimum annual Cash Contribution to the Alliance of \$150 000 for the 2018/19 financial year in accordance with clause 7.2.”

## **4. General**

### **4.1 Stamp Duty and Costs**

Each party will bear its own costs arising out of the preparation of this Deed. Pangaea will pay all stamp duty, taxes and other governmental charges payable or assessed on this Deed and any related documentation.

### **4.2 Governing Law**

This Deed is governed by the law set out in the Existing Agreement.

### **4.3 Inconsistency**

To the extent of any inconsistency between the Existing Agreement and this Deed, this Deed will have priority.

### **4.4 Counterparts**

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

### **4.5 Confirmation**

The Parties acknowledge that the terms of the Existing Agreement remain unamended and binding on the Parties except to the extent they are varied by this Deed.

**Execution blocks intentionally omitted**