

Deed of Accession

This Deed of Accession is made on **7 March 2024**

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 Limited 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

Empire Energy Group Limited, ABN 29 002 148 361 of Level 5, 6-10 O'Connell Street, Sydney NSW 2000 ("**Empire**")

Tamboran B2 Pty Ltd, ABN 42 105 431 525 of 110-112 The Corso, Manly NSW 2095 ("**Tamboran**")

RECITALS

- A. On 30 June 2021, the Existing Parties entered into an Alliance Agreement (the 'Existing Agreement').
- B. Empire and Tamboran wish to become a party to the Existing Agreement.
- C. The Existing Parties have agreed to admit Empire and Tamboran as parties to 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, a copy of which is attached as Schedule 1;
- e) "**Parties**" means the Existing Parties and Empire and Tamboran.

2. Admission of new party

2.1 The Parties agree that on and from the Effective Date:

- a) Empire and Tamboran will be deemed to be parties to the Existing Agreement;
- b) Empire and Tamboran agree 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, Empire and Tamboran were not parties to the Existing Agreement and, as such, were 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 Empire to which all notices relating to the Existing Agreement must be delivered is Level 5, 6-10 O'Connell Street, Sydney NSW 2000;
 - (b) of Tamboran to which all notices relating to the Existing Agreement must be delivered is 110-112 The Corso, Manly NSW 2095; and
 - (c) 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. General

3.1 Stamp Duty and Costs

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

3.2 Governing Law

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

3.3 Inconsistency

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

3.4 Counterparts

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

3.5 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