

Variation Agreement to Alliance Agreement

Details

Date 30 June 2025

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 Limited ABN 65 105 423 523 (“**Origin**”)

Santos Limited ABN 80 007 550 923 (“**Santos**”)

QGC Pty Limited ABN 11 089 642 553 (“**QGC**”)

Empire Energy Group Limited, ABN 29 002 148 361 (“**Empire**”)

Tamboran B2 Pty Ltd, ABN 42 105 431 525 (“**Tamboran**”)

Recitals

- A. On 30 June 2021, CSIRO, APLNG, Origin, Santos and QGC (the “Original Parties”) entered into an Alliance Agreement for the operation of the Gas Industry Social and Environmental Research Alliance (the “Alliance Agreement”).
- B. Empire and Tamboran joined the GISERA Alliance under a Deed of Accession with effect from 7 March 2024.
- C. The Alliance Parties now wish to vary the Alliance Agreement, on the terms set out in this Variation Agreement to align with existing research project delivery dates.

Agreed terms

1. Interpretation

In this Variation Agreement, unless the context indicates otherwise:

- a) terms that are defined in the Alliance Agreement have the same meaning in this Variation Agreement;
- b) “Variation Agreement” means this Variation Agreement to Alliance Agreement;
- c) “Alliance Agreement” means the agreement referred to in Recital A;
- d) “Effective Date” means the date the last party to do so, signs this Variation Agreement; and
- e) The singular includes the plural and vice versa unless the contrary intention appears

2. Amendments

In consideration of the payment of \$1 by each Alliance Party to each other Alliance Party (payable on demand) the Alliance Parties agree to vary the Alliance Agreement with effect on and from the Effective Date as follows:

- a. 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 31 December 2026 or the date this agreement is terminated in accordance with clause 20.1 or 21(c).”

3. Survival of remaining terms

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

4. General

4.1 Governing Law

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

4.2 Inconsistency

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

4.3 Counterparts

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

4.4 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 Variation Agreement.

Execution blocks intentionally omitted