

## Ratification Deed

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### Schedule 16

### Ratification Deed

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# Browse LNG Precinct Ratification Deed

State of Western Australia

Goolarabooloo Jabirr Jabirr Peoples

Woodside Energy Limited

Broome Port Authority

LandCorp

[Ratifying Party]

**[Drafting Note: This ratification deed is intended to be used to bind the Administrative Body, Corporate Trustee or an Additional Proponent under the Project Agreement (as those parties are defined under the Project Agreement).]**

# Ratification Deed

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## Table of Contents

<b>1.</b>	<b>Definitions and Interpretation</b>	<b>219</b>
1.1	Browse LNG Precinct Project Agreement definitions to apply	219
1.2	Definitions	219
1.3	Interpretation	219
<b>2.</b>	<b>Assumption of Rights and Obligations</b>	<b>219</b>
<b>3.</b>	<b>Consent of Parties</b>	<b>219</b>
<b>4.</b>	<b>Address of Ratifying Party for Notices</b>	<b>220</b>
<b>5.</b>	<b>Governing Law</b>	<b>220</b>
<b>6.</b>	<b>Costs</b>	<b>220</b>
<b>7.</b>	<b>Further Assurances</b>	<b>220</b>
<b>8.</b>	<b>Variation</b>	<b>220</b>
<b>9.</b>	<b>Counterparts</b>	<b>220</b>
	Schedule 1	224
	Address of Ratifying Party for Notice	224

# Ratification Deed

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## Date

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## Parties

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1. **The State of Western Australia**, acting through the Premier of the State of Western Australia, the Honourable Colin James Barnett MLA (*State*).
2. **Minister for Lands**, a body corporate constituted under section 7(1) of the *Land Administration Act 1997* (WA) (*Minister for Lands*).
3. **Land Authority of Western Australia**, established under section 5 of the *Western Australian Land Authority Act 1992* (WA), of Wesfarmers House, 40 The Esplanade, Perth, Western Australia, 6000 (*LandCorp*).
4. **Broome Port Authority**, established under section 4 of the *Port Authorities Act 1999* (WA), of 401 Port Drive, Broome, Western Australia 6725 (*Port Authority*).
5. **[Named applicants]** in their capacity as the applicant under section 61 of the Native Title Act and on behalf of all members of the Native Title Claim Group in the Native Title Claim, care of Principal Legal Officer, Kimberley Land Council, PO Box 2145 Broome, Western Australia, 6725 (*Native Title Party*).
6. **Woodside Energy Limited** (ABN 63 005 482 986) of 240 St Georges Terrace, Perth, Western Australia 6000 (*Foundation Proponent*).
7. **[\*]** of **[\*]** (*Ratifying Party*).

[Drafting Note: Insert the name, ABN (if applicable) and address of the appropriate Ratifying Party, ie the Corporate Trustee, Administrative Body or Additional Proponent.]

[Drafting Note: This will need to be amended if additional parties have ratified the Project Agreement prior to the current Ratifying Party.]

## Background

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- A The State has established a liquefied natural gas precinct that is controlled and managed by the State in the vicinity of James Price Point.
- B On **[insert relevant date]** the State, the Foundation Proponent, the Native Title Party, LandCorp and the Port Authority entered into the Browse LNG Precinct Project Agreement pursuant to section 28(1)(f) and section 31 of the Native Title Act to establish the Browse LNG Precinct (*Project Agreement*).
- C **[Drafting Note: Insert details of establishment of Corporate Trustee/Administrative Body or acquisition of an interest in the Browse LNG Precinct by an Additional Proponent.]**

# Ratification Deed

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It is agreed as follows.

## 1. Definitions and Interpretation

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### 1.1 Browse LNG Precinct Project Agreement definitions to apply

Subject to clause 1.2, words and expressions which are defined in the Project Agreement have the same meaning in this Deed unless the context requires otherwise.

### 1.2 Definitions

The following definitions apply unless the context requires otherwise.

*Deed* means this deed and includes all Schedules.

*Effective Date* means the date of this Deed.

*Current Parties* means the State, the Minister for Lands, LandCorp, the Port Authority, the Native Title Party, the Foundation Proponent and [insert any additional Parties].

*Project Agreement* has the meaning given in Background B of this Deed.

*Party* means each party to this Deed and *Parties* has its corresponding meaning.

### 1.3 Interpretation

Clause 1.2 of the Project Agreement applies, with necessary changes, in the interpretation of this Deed.

## 2. Assumption of Rights and Obligations

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With effect on and from the Effective Date, the Ratifying Party:

- (a) enjoys all the rights and benefits of the [Corporate Trustee/Administrative Body/Additional Proponent] under the Project Agreement; and
- (b) assumes the liabilities and obligations of the [Corporate Trustee/Administrative Body/Additional Proponent] which arise or accrue on and from the Effective Date and undertakes to discharge those liabilities and obligations as and when required under the Project Agreement.

## 3. Consent of Current Parties

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With effect on and from the Effective Date, each of the Current Parties:

- (a) consents to the Ratifying Party assuming the liabilities and obligations of the [Corporate Trustee/Administrative Body/Additional Proponent] under the Project Agreement in accordance with clause [20.3/20.3/36.3] of the Project Agreement;
- (b) acknowledges and agrees that this Deed satisfies the requirements of clause [20.3/20.3/36.3] of the Project Agreement;

# Ratification Deed

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- (c) acknowledges and agrees that the Ratifying Party will be entitled to exercise all of the rights and benefits of the [Corporate Trustee/Administrative Body/Additional Proponent] under the Project Agreement; and
- (d) agrees to be bound by the terms of the Project Agreement as if the Ratifying Party were named in it as a Party.

## 4. Address of Ratifying Party for Notices

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For the purposes of the Project Agreement, the address of the Ratifying Party to which all Notices must be delivered or transmitted is the address set out in Schedule 1 of this Deed.

## 5. Governing Law

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This Agreement is governed by the laws of Western Australia. Each Party submits to the jurisdiction of courts exercising jurisdiction there, and waives any right to claim that those courts are an inconvenient forum.

## 6. Costs

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Each Party to this Deed agrees to pay its own legal and other costs and expenses in connection with the preparation and completion of this Deed.

## 7. Further Assurances

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Each Party must do anything (including executing agreements and documents) necessary to give full effect to this Deed.

## 8. Variation

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No modification, amendment or other variation of this Deed shall be valid or of any force unless agreed in writing and executed by all Parties to this Deed.

## 9. Counterparts

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

# Ratification Deed

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**Executed and delivered as a Deed** in [#].

**Signed, Sealed and Delivered** for and on behalf of the **State of Western Australia** by the Premier, **The Honourable Colin James Barnett MLA**, in the presence of:

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Witness Signature

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Signature

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Print Name

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Hon Colin James Barnett  
MLA, Premier

The **Common Seal** of the **Minister for Lands**, a body corporate constituted under section 7 of the *Land Administration Act 1997 (WA)*, was hereunto affixed in the presence of:

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Witness Signature

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Signature

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Print Name

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[insert name], Minister for Lands

**Signed, Sealed and Delivered** by **[Named Applicants]** in their capacity as the applicant under section 61 of the Native Title Act for and on behalf of themselves and all the members of the Native Title Claim Group, in the presence of::

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Witness Signature

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Signature

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Print Name

# Ratification Deed

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**Executed** as a deed pursuant to section 134(2) of the *Port Authorities Act 1999* (WA) by affixing the common seal of the **Broome Port Authority** in the presence of:

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Signature of Chief Executive Officer/Director

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Signature of Director

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Print Name

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Print Name

**Executed** as a deed pursuant to section 45(2) of the *Western Australian Land Authority Act 1992* (WA) by affixing the common seal of **Landcorp** in the presence of:

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Signature of Chief Executive Officer/Director

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Signature of Director

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Print Name

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Print Name

**Executed** as a deed for and on behalf of Woodside Energy Ltd (ACN 005 482 986):

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Witness Signature

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Director/Secretary Signature

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Print Name

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Print Name



# Ratification Deed

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**Executed** as a deed in accordance with  
[section 127 of the *Corporations Act 2001* /  
section 99-5 of the *Corporations (Aboriginal and  
Torres Strait Islander) Act 2006*] by [**Corporate  
Trustee/Additional Proponent/Administrative  
Body**]:

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Witness Signature

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Director/Secretary Signature

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Print Name

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Print Name

**[Drafting Note: Will need to update to Corporations Act / CATSI Act execution block in relation to ratification by the Ratifying Party as necessary.]**

**[Drafting Note: Additional execution blocks will need to be added for any Additional Parties that have ratified the Browse LNG Precinct Project Agreement before the current Ratifying Party.]**

# Ratification Deed

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## Schedule 1

### Address of Ratifying Party for Notice

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