

Variation Agreement

LNG Services Agreement (AEMO)

Date

This Variation Agreement is dated on the date it is signed by the last party to do so.

Parties

APA	APA VTS Australia (Operations) Pty Ltd
<i>ACN</i>	083 009 278

Shipper	Australian Energy Market Operator
<i>ABN</i>	94 072 010 327

Background

- A. The Parties to this Variation Agreement are Parties to the LNG Services Agreement.
- B. The Parties wish to vary the LNG Services Agreement, in accordance with the terms of this Variation Agreement, to increase storage capacity.

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1. Definitions and interpretation

1.1 Definitions

These definitions apply unless the context requires otherwise.

Effective Date means 1 July 2022.

Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign and be bound by the applicable agreement.

LNG Services Agreement means the LNG Services Agreement between Australian Energy Market Operator and APA VTS Australia (Operations) Pty Limited, dated 20 January 2022 as amended from time to time.

Variation Agreement means this Variation Agreement, including any schedule or annexure to this Variation Agreement.

1.2 Definitions in GTA

Subject to clause 1.1, terms used in the LNG Services Agreement have the same meaning in this Variation Agreement.

1.3 Interpretation

The rules of interpretation in clause 1.3 of the LNG Services Agreement apply to this Variation Agreement as if references in those rules to the LNG Services Agreement were references to this Variation Agreement, unless the context requires otherwise.

2. Commencement

This Variation Agreement amends the LNG Services Agreement on and from the Effective Date.

3. Variations

The LNG Services Agreement is amended as follows.

3.1 Details

In the Details section:

(a) In the entry for Storage Capacity, *delete* the current entry and *substitute*:

“140,000 GJ (or 2,550.1 tonnes, using a conversion factor of 54.9 GJ per tonne) per Gas Day, as amended in accordance with clause 4.4”

3.2 Liquefaction Charge

Delete clause 7.3 and replace with:

“7.3 Liquefaction Charge

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- (a) The Liquefaction Charge, for each month, means the amount in dollars calculated as follows:

$$LC = (A \times 1.05) \times B$$

where:

- LC** is the Liquefaction Charge for the month
- A** is the amount, in \$/GJ equivalent, of all costs and charges invoiced by BOC to APA under the BOC Agreement directly relating to the liquefaction of Gas in connection with that month (unless otherwise recovered under this agreement)
- B** is the amount of LNG liquefied in the month on behalf of the Shipper (including any LNG liquefied to replace LNG supplied by APA under clause 5.4(d)(ii))

- (b) APA will provide Shipper with an estimate of the Liquefaction Charge prior to the Commencement Date.
- (c) The Shipper may at all reasonable times, by giving reasonable prior written notice to APA, request evidence substantiating APA's calculation of the Liquefaction Charge. For the avoidance of doubt, nothing in this clause 7.3(c) requires APA to disclose information which is confidential pursuant to the BOC Agreement.
- (d) If there is a change in the inputs, index and/or basis for calculating "A" in clause 7.3(a) above, APA will advise the Shipper of the new \$/GJ rate for "A" as soon as reasonably possible."

4. General provisions

4.1 Entire agreement

This Variation Agreement:

- (a) contains the entire agreement between the Parties with respect to its subject matter as at the date of this Variation Agreement;
- (b) sets out the only conduct relied on by the Parties; and
- (c) supersedes all earlier conduct and prior agreements and understandings between the Parties in connection with its subject matter.

4.2 Severability

Any provision of this Variation Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Variation Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

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4.3 Further steps

Each Party must do everything (including executing agreements and documents) necessary or reasonably required by any other Party to give full effect to this Variation Agreement and the transactions contemplated by it.

4.4 Costs

Each Party must bear its own costs arising out of the negotiation, preparation and execution of this Variation Agreement.

4.5 Other rights preserved

Except as otherwise expressly provided in this Variation Agreement, the rights, powers and remedies under this Variation Agreement are in addition to, and do not exclude or limit, any right, power or remedy provided by law or equity.

4.6 Consideration

The consideration for this Variation Agreement is the payment by Shipper to APA of the sum of \$1, the receipt of which APA acknowledges.

4.7 Governing law and jurisdiction

- (a) The Laws of the Jurisdiction govern this Variation Agreement.
- (b) The Parties submit to the non-exclusive jurisdiction of the courts of the Jurisdiction and courts of appeal from them for determining any dispute concerning this Variation Agreement.

4.8 Acknowledgement

Each party acknowledges that this Variation Agreement is executed in accordance with clause 17.1 of the LNG Services Agreement.

4.9 Counterparts

- (a) This Variation Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.
- (b) If this Variation Agreement is signed by any person using an Electronic Signature, the Parties:
 - (i) agree to enter into this Variation Agreement in electronic form;
 - (ii) consent to either or both parties signing the Variation Agreement using an Electronic Signature; and
 - (iii) agree a counterpart may be electronic and signed using an Electronic Signature.
- (c) Each signatory to this Variation Agreement confirms that their signature appearing in the Variation Agreement through use of an Electronic Signature, including any print-out

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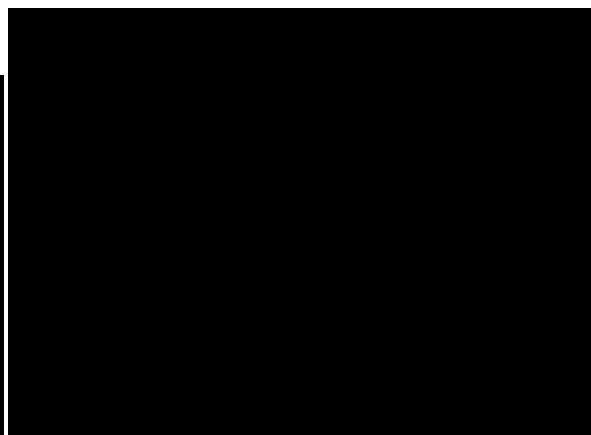
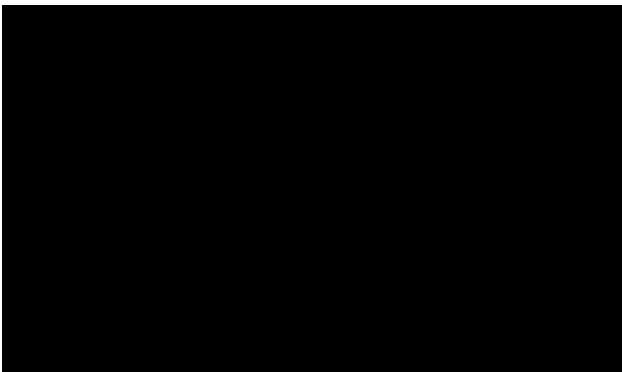
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(irrespective of which party printed it), is their personal signature authenticating this Variation Agreement.

Signing page

EXECUTED as an agreement

Executed by **APA VTS Australia (Operations) Pty Limited** by its authorised representative



Executed by **Australian Energy Market Operator** by its authorised representative

Name of Authorised Representative

Position of Authorised Representative

Date

Authorised Representative Signature

By executing this document the signatory warrants that the signatory is duly authorised to execute this document on behalf of **Australian Energy Market Operator**.



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Signing page

EXECUTED as an agreement

Executed by **APA VTS Australia (Operations) Pty Limited** by its authorised representative

Name of Authorised Representative

Position of Authorised Representative

Date

Authorised Representative Signature

By executing this document the signatory warrants that the signatory is duly authorised to execute this document on behalf of **APA VTS Australia (Operations) Pty Limited**.

Executed by **Australian Energy Market Operator** by its authorised representative

