



Part 1: Application type

INSTRUCTIONS:

- Completion of this form is a statutory requirement under section 54(1)(a) of the *Environmental Protection Act 1986* (WA) (EP Act) for works approval applications; section 57(1)(a) for licence applications; section 59B(1)(a) for applications for an amendment; and under regulation 5B(2)(a) of the *Environmental Protection Regulations 1987* (WA) (EP Regulations) for applications for registration of premises.
- The instructions set out in this application form are general in nature.
- A reference to 'you' in these instructions is a reference to the applicant.
- The information provided to you by the Department of Water and Environmental Regulation (DWER) in relation to making applications does not constitute legal advice. DWER recommends that you obtain independent legal advice.
- Applicants seeking further information relating to requirements under the EP Act and/or EP Regulations are directed to the Parliamentary Counsel's Office website (www.legislation.wa.gov.au). Schedule 1 of the EP Regulations contains the categories of prescribed premises.
- For prescribed premises where activities fall within more than one category, ALL applicable categories must be identified. This applies for existing prescribed premises seeking renewal or amendment, as well as new prescribed premises.
- The application form must be completed with all relevant information attached. Attachments can be combined and submitted as one or more consolidated documents if desired, provided it is clear which section of the application form the information / attachments relate to. Where attachments are submitted separately, avoid duplicating information. Ensure that any cross-references between the application form and the supporting document(s) are accurate.
- If an application form has been submitted which is incomplete or materially incorrect, the Chief Executive Officer of DWER (CEO) will decline to deal with the application and advise the applicant accordingly.
- On completing this application form, please submit it to DWER in line with the instructions in Part 14 of the form.

1.1 This is an application for:
[Select one option only. Your application may be returned if multiple options are selected.]

under Part V, Division 3 of the EP Act.

Please see the:

- [Guideline: Industry Regulation Guide to Licensing](#); and
- [Procedure: Prescribed premises works approvals and licences](#)

for more information to assist in understanding DWER's regulatory regime for prescribed premises.

☐ Works approval

☐ Licence

Existing registration number(s): []

Existing works approval number(s): []

☐ Renewal

Existing licence number: []

☒ Amendment

Number of the existing licence or works approval to be amended: [L9225/2019/1]

☐ Registration (works approval already obtained)

Existing works approval number(s): []

1.2 For a works approval amendment or licence amendment, are there less than 90 business days until the expiry of the existing works approval or licence?

Only active instruments can be amended. Applications to amend a works approval or licence must be made 90 business days or more prior to the existing works approval or licence expiring to ensure there is adequate time to assess the amendment.

Yes

☐

1.3 This application is for the following categories of prescribed premises:

[10, 34, 52, 54 and 61]

(specify all prescribed premises category numbers)

- ☒ All activities that meet the definition of a prescribed premises as set out in Schedule 1 of the EP Regulations have been specified above (tick, if yes).

Completion Matrix

The matrix below explains what sections are required to be completed for different types of applications.

Application form section	New application / registration	Renewal	Amendment
Part 1: Application type	•	•	•
Part 2: Applicant details	•	•	•
Part 3: Premises details	•	•	△
Part 4: Proposed activities	•	•	•
Part 5: Index of Biodiversity Surveys for Assessment and Index of Marine Surveys for Assessment	If required.	If required.	If required.
Part 6: Other DWER approvals	•	•	•
Part 7: Other approvals and consultation	•	•	•
Part 8: Applicant history	•	•	△
Part 9: Emissions, discharges, and waste	•	•	△
Part 10: Siting and location	•	•	△
Part 11: Submission of any other relevant information	•	•	If required.
Part 12: Proposed fee calculation	•	•	•
Part 13: Commercially sensitive or confidential information	•	•	•
Part 14: Submission of application	•	•	•
Part 15: Declaration and signature	•	•	•
Attachment 1A: Proof of occupier status	•	•	N/A
Attachment 1B: ASIC company extract	•	•	N/A
Attachment 1C: Authorisation to act as a representative of the occupier	If required.	If required.	If required.
Attachment 2: Premises map/s	•	•	△
Attachment 3A: Environmental commissioning plan	If required.	N/A	If required
Attachment 3B: Proposed activities	•	•	△
Attachment 3C: Map of area proposed to be cleared (only applicable if clearing is proposed)	•	•	•
Attachment 3D: Additional information for clearing assessment	If required.	If required.	If required.
Attachment 4: Marine surveys (only applicable if marine surveys included in application)	•	•	•
Attachment 5: Other approvals and consultation documentation	•	•	△
Attachment 6A: Emissions and discharges	If required.	If required.	If required.
Attachment 6B: Waste acceptance	If required.	If required.	If required.
Attachment 7: Siting and location	•	•	△
Attachment 8: Additional information submitted	If required.	If required.	If required.
Attachment 9: Proposed fee calculation	•	•	•
Attachment 10: Request for exemption from publication	If required.	If required.	If required.

Key:

- Must be submitted.
- △ To the extent changed / required in relation to the amendment.
- N/A Not required with application, but may be requested subsequently depending on DWER records.
- "If required" Sections for applicants to determine.

Part 2: Applicant details

INSTRUCTIONS:

- The applicant (the occupier of the premises) must be an individual(s), a company, body corporate, or public authority, but not a partnership, trust, or joint-venture name. Applications made by or on behalf of business names or unincorporated associations will not be accepted.
- If applying as an individual, your full legal name must be inserted.
- If applying as a company, body corporate, or public authority, the full legal entity name must be inserted.
- Australian Company Number's (ACN) must be provided for all companies or body corporates.
- DWER prefers to send all correspondence electronically via email. We request that you consent to receiving all correspondence relating to instruments and notices under Part V of the EP Act (Part V documents) electronically via email, by indicating your consent in Section 2.3.
- Companies or body corporates making an application must nominate an authorised representative from within their organisation. Proof of authorisation will be required.
- Details of a contact person must be provided for DWER enquiries in relation to your application. This contact person can be a consultant if authorised to represent the applicant. Written evidence of this authorisation must be provided.
- Details of the occupier of the premises must be provided. One of the options must be selected and if you have been asked to specify, please provide details. For example, if 'lease holder' has been selected, please specify the type of lease (for example, pastoral lease, mining lease, or general lease) and provide a copy of the lease document(s). Note that contracts for sale of land will not be sufficient evidence of occupancy status.

2.1	Applicant name/s (full legal name/s): The proposed holder of the works approval, licence or registration.	Chevron Australia Pty Ltd						
	ACN (if applicable):	ACN: 29086 197757						
2.2	Trading as (if applicable):	Chevron Australia						
2.3	Authorised representative details: The person authorised to receive correspondence and Part V documents on behalf of the applicant under the EP Act. Where 'yes' is selected, all correspondence will be sent to you via email, to the email address provided in this section. Where 'no' has been selected, Part V documents will be posted to you in hard copy to the postal / business address specified in section 2.4, below. Other general correspondence may still be sent to you via email.	Authorised Representative	[REDACTED]					
		Position	Wheatstone Operations Manager					
		Telephone	[REDACTED]					
		E-mail	[REDACTED]					
		<i>I consent to all written correspondence between myself (the applicant) and DWER, regarding the subject of this application, being exclusively via email, using the email address I have provided above.</i>		<table border="1"> <thead> <tr> <th data-bbox="1316 1489 1380 1523">Yes</th> <th data-bbox="1396 1489 1452 1523">No</th> </tr> </thead> <tbody> <tr> <td data-bbox="1316 1590 1380 1646" style="text-align: center;">☒</td> <td data-bbox="1396 1590 1452 1646" style="text-align: center;">☐</td> </tr> </tbody> </table>	Yes	No	☒	☐
Yes	No							
☒	☐							
2.4	Registered office address, as registered with the Australian Securities and Investments Commission (ASIC): This must be a physical address to which a Part V document may be delivered.	Chevron Australia Pty Ltd [REDACTED] [REDACTED]						

Part 2: Applicant details				
2.5	Postal address for all other correspondence: If different from section 2.4.	Chevron Australia Pty Ltd [REDACTED] [REDACTED]		
2.6	Contact person details for DWER enquiries relating to the application (if different from the authorised representative): For example, could be a consultant or a site based employee	Name	[REDACTED]	
		Position	HES Specialist, Regulatory Affairs	
		Organisation	Chevron Australia Pty Ltd	
		Address	[REDACTED]	
		Telephone	[REDACTED]	
		Email	[REDACTED]	
2.7	Occupier status: Occupier is defined in section 3 of the EP Act and includes a person in occupation or control of the premises, or occupying a different part of the premises whether or not that person is the owner. Note: if a lease holder, the applicant must be the holder of an executed lease, not just an agreement to lease.	Registered proprietor on certificate of title is the Pilbara Ports Authority (Lots 238 and 569) and WA Land Authority Lot 567	☒	
		Lease holder (please specify, including date of expiry of lease). Chevron Australia is the lease holder for the LNG Storage and Product Loading Facility and Plant Site leases. Each lease has a 30 year term with two options to renew for a future term of ten years each.	☒	
		Public authority that has care, control, or management of the land.	☐	
		Other evidence of legal occupation or control (please specify – for example, joint venture operating entity, contract, letter of operational control, or other legal document or evidence of legal occupation).	☐	
Attachments			N/A	Yes
2.8	Attachment 1A: Proof of occupier status	Copies of certificate of title, lease or other instruments evidencing proof of occupier status, including the expiry date or confirmation that there is no expiry date, have been provided and labelled as Attachment 1A.	☐	☒
2.9	Attachment 1B: ASIC company extract	A current company information extract (not the company information summary) purchased from the ASIC website(s) for all new applications / registrations has been provided and labelled as Attachment 1B.	☐	☒
2.10	Attachment 1C: Authorisation to act as representative of the occupier	A copy of the documentation authorising the applicant to act on the occupier's behalf as their authorised agent/representative has been provided and labelled as Attachment 1C.	☒	☐

Part 3: Premises details				
3.1	Premises description (whole or part to be specified): Include the land description (volume and folio number, lot, or location number/s); Crown lease or reserve number; pastoral lease number; or mining tenement number (as appropriate), of all properties, as shown on title details registered with Landgate.	Part Lot No	Plan No	
		238	195206	
		567 & 569	71345	
Premises street address Include the suburb.		Wheatstone Gas Facility, Onslow		
Premises name (if applicable):		Wheatstone Gas Facility		
3.2	Local Government Authority area: City, Town, or Shire.	Shire of Ashburton		
3.3	GPS (latitude and longitude) coordinates: GPS coordinates determined using the GDA 1994 (Geographic latitude/longitude) coordinate system and datum must be provided for all points around the proposed premises boundary, where the entirety of the cadastre (land parcel) or mining tenements are not used as the premises boundary.	Refer Attachment 2		
Attachments			N/A	Yes
3.4	Attachment 2: Premises map(s) You must provide as an attachment to this application form, labelled Attachment 2, either: - an aerial photograph, map, and site plan of sufficient scale showing the proposed prescribed premises boundary - or - where available, a suitable portable digital storage device of the proposed prescribed premises boundary, map, and site plan as an ESRI shapefile with the following properties: - Geometry type: Polygon Shape - Coordinate system: GDA 1994 (Geographic latitude / longitude) - Datum: GDA 1994 (Geocentric Datum of Australia 1994). You must also provide a map or maps of the prescribed premises, clearly identifying and labelling: - layout of key infrastructure and buildings, clearly labelled; - the premises boundary (where the premises boundary does not align with the entirety of the cadastral boundary, identify the Lot Number for which the premises is part of); - emission and discharge points (with precise GPS coordinates where available); - monitoring points (with precise GPS coordinates where available); - sensitive receptors and land uses; and - all areas proposed to be cleared (if applicable). Maps must contain a north arrow, clearly marking the area in which the activities are carried out. The map or maps must be of reasonable clarity and have a visible scale.	☐	☒	

Part 4: Proposed activities

INSTRUCTIONS:

- You must provide a description and the scope, size and scale of all prescribed activities of Schedule 1 to the EP Regulations including the maximum production or design capacity of each prescribed activity.
- If applying for a works approval or licence amendment involving the construction of new infrastructure, you must provide information on infrastructure to be constructed and how long construction is expected to take. You must confirm if commissioning is to occur and how long it will take.
- If applying for a works approval or licence amendment *not* involving the construction of new infrastructure, provide details of the proposed amendment.
- You must identify all emission sources on the premises map/s.
- You must also provide information on activities which directly relate to the prescribed premises category which have, or are likely to result in, an emission or discharge.
- If clearing activities are proposed provide a description and details. If a relevant exemption under Schedule 6 of the EP Act or regulation 5 of the *Environmental Protection (Clearing of Native Vegetation) Regulations 2004* (WA) (Clearing Regulations) may apply, provide details.
- Note that in some cases, DWER may require that the clearing components of a works approval or licence (or amendment) application be submitted separately through the clearing permit application process. Refer to the [Procedure: Prescribed premises works approvals and licences](#) for further guidance.
- Please note that the requested information is critical to DWER's understanding of the proposed activities. The more accurate, specific, and complete the information provided in the application, the less uncertainty that DWER may identify in the application, therefore facilitating completion of the assessment in a more efficient and timely manner.

4.1 Prescribed premises infrastructure and equipment

In Table 4.1 (below), provide a list of all items of infrastructure and equipment within the boundary of the prescribed premises relevant to this application, and include the following details for each:

- relevant categories (if known)** – the categories of prescribed premises (as listed under Schedule 1 of the EP Regulations) that relate to that infrastructure or equipment;
- site plan reference** – the location of that infrastructure or equipment (with reference to the site plan map or maps provided above in section 3.4 and labelled as Attachment 2 – e.g. use GPS coordinates or a clear description such as “labelled as [label on premises map] on Map A”);
- is it critical containment infrastructure (CCI)?** – indicate if the identified infrastructure or equipment would be categorised as CCI. Refer to the [Guideline: Industry Regulation Guide to Licensing](#) for further information on CCI; and
- is environmental commissioning required?** – indicate if environmental commissioning is intended to be undertaken for that item of infrastructure or equipment. Refer to the [Guideline: Industry Regulation Guide to Licensing](#) for further information on environmental commissioning.

Add additional rows to Table 4.1 (below) as required.

Table 4.1: Infrastructure and equipment

	Infrastructure and equipment	Relevant categories (if known)	Site plan reference	CCI? (mark if yes)	Environmental commissioning? (mark if yes)
1.	Inlet gas conditioning	10 & 34		☐	☐
2.	Acid Gas Removal Unit				
3.	Dehydration and Mercury Removal			☐	☐
4.	Hydrocarbon Dew Point Control and Nitrogen Rejection			☐	☐
5.	Regeneration Process Gas Heater			☐	☐
6.	Compression and metering			☐	☐
Refer to LNG and Domgas Plant (W5584/2014/1) Stage 3 Commissioning Report (ABU201000606), submitted 11 th December 2020.					

Part 4: Proposed activities

4.2

Detailed description of proposed activities:

You must provide details of proposed activities relevant to this application within the boundary of the prescribed premises, identifying:

- scope, size, and scale of the project, including details as to production or design capacity (and/or frequency, if applicable);
- key infrastructure and equipment;
- description of processes or operations (a process flow chart may be included as an attachment);
- emission / discharge points;
- locations of waste storage or disposal; and
- activities occurring during construction, environmental commissioning, and operation (if applicable).

If assessment and imposition of conditions to allow environmental commissioning to be undertaken are requested, please provide an environmental commissioning plan as Attachment 3A (see 4.11 below).

Additional information relating to the proposed activities may be included in Attachment 3B (see 4.12 below).

Construction activities (if applicable):

N/A

Environmental commissioning activities (if applicable):

Refer to the [Guideline: Industry Regulation Guide to Licensing](#) for further guidance.

N/A – Commissioning of the Domgas plant and ancillary facilities were completed on the 12th November 2020 in accordance with Works Approval W5671/2014/1.

Time limited operations activities (if applicable):

Different elements of the premises may require time limited operations to commence at different times. In these circumstances, please specify the infrastructure and/or equipment for which time limited operations authorisation is being applied for.

If time limited operations are expected to differ from future licensed operations, specify how and why this would be the case.

Refer to the [Guideline: Industry Regulation Guide to Licensing](#) for further guidance.

N/A

Operations activities (for a licence):

This Licence amendment application is limited to the scope of the Wheatstone Domestic Gas (Domgas) Plant operations. The existing activities addressed in L9225/2019/1 (L9225) are described in detail in the Wheatstone Project Supporting Document for Licence to Operate LNG Trains 1 & 2 and Common Facilities (ABU190700956) (Supporting Document), provided with the original Wheatstone Stage 1 & 2 Licence application. The Supporting Document also includes a full description of the project location, existing environment and receptors that are relevant to this application.

There is also an existing amendment to L9225 that is currently under assessment by the DWER to incorporate the Permanent Marine Outfall (PMO) into L9225 (reference ABU200900380).

Wheatstone Domgas Description

Acid Gas Removal Unit (AGRU)

The AGRU system is designed to remove acid gas components such as CO₂ and H₂S from the feed gas using an amDEA system. The removed acid gas is routed to a thermal oxidiser for destruction.

Dehydration and Mercury Removal

The dehydration unit removes water from feed gas to prevent water freezing in the cryogenic units. The mercury removal unit is located downstream of the dehydration unit.

Hydrocarbon Dew Point Control and Nitrogen Rejection Unit (NRU)

The hydrocarbon dew point requires control to prevent the formation of liquids during pipeline gas transportation. The treated feed gas is cooled and then flashed (allowed to expand by reducing pressure) to condense hydrocarbon liquid and meet the product dew-point specification. The hydrocarbon liquid is routed back to the inlet facilities for re-processing. To meet the Domgas inert gas content specification, nitrogen (N₂) must be removed from the gas. A slip stream of treated gas is taken from the dew point control unit and sent to a NRU where N₂ is cryogenically separated from methane and then vented to the atmosphere. The N₂ free gas stream is blended with the rest of the treated gas stream from the dewpoint control unit.

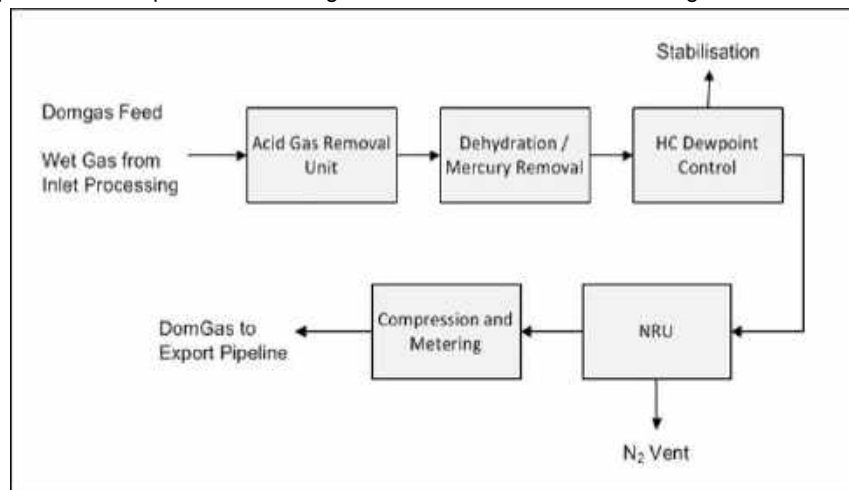
Compression and Metering

Once treated to meet sales specifications, the domestic supply gas is compressed, metered and sent to the distribution pipeline.

Regeneration Gas Process Heater

The regeneration gas process heater periodically heats a slipstream of processed gas to regenerate the Domgas Plant dehydration units and will remain in standby when not in heating phase of the regeneration cycle.

A simplified process description of the Domgas Plant is shown in the below Figure.



Wheatstone Domgas Commissioning

Environmental performance of the Wheatstone Domgas plant is described in the LNG and Domgas Plant (W5584/2014/1) Stage 3 Commissioning Report (ABU201000606), submitted 11th December 2020.

Emissions and Discharges

Wastewater and Stormwater Drainage

Various wastewaters are expected to be generated from the operation of the Domgas plant. These include, but are not limited to:

- non-sanitary wastewater, including that intermittently produced during maintenance, shutdown, and turnaround operations
- uncontaminated and contaminated stormwater.

The Wheatstone Plant wastewater and stormwater drainage is described in detail in the Wheatstone Project Supporting Document for Licence to Operate LNG Trains 1 & 2 and Common Facilities (ABU190700956).

Part 4: Proposed activities

Attachment 2, discharge points to land and monitoring locations, has been updated to include two additional first flush sump monitoring locations within the Domgas Plant (30L & 30M).

Solid and Liquid Wastes

Various solid and liquid wastes are generated throughout the operation of the Domgas Plant.

Solid wastes generated during operations can be broadly categorised as general waste, putrescible waste, recyclable waste, and hazardous waste.

Liquid wastes generated during operations include but are not limited to sludges (sanitary and non-sanitary), chemicals, oils, oil and water mixtures, laboratory wastes, and acidic/caustic solutions.

Atmospheric Emissions

The primary sources of identified atmospheric pollutants and air toxics associated with the operation of the Domgas Plant are listed in the Table below. The location of point source emissions is represented in attachment 2, discharge points to air and monitoring locations.

Project Key Emission Sources	Location	Associated Air Emissions
AGTO	A29	NO _x , SO _x , VOCs, CO, H ₂ S, PM
Regeneration Gas Process Heater	A30	NO _x , SO _x , VOCs, CO, PM
Fugitives		VOCs

In addition to the key air emission sources listed in the table above, note that:

- Fugitive emissions are considered minor; these emissions may occur from hydrocarbon process vessels and other equipment such as valves, flanges, connectors, pump seals, and compressor seals in hydrocarbon service, flowlines, and connections.
- Methane venting from the NRU is considered minor.
- CO₂, which occurs naturally in the feed gas, is removed via the AGRU and emitted to the atmosphere.

4.3	Estimated operating period of the project / premises (e.g. based on estimated infrastructure life):	50 years
4.4	Proposed date(s) for commencement of works (if applicable):	N/A
4.5	Proposed date(s) for conclusion of works construction (if applicable): This date should coincide with the submission to DWER of an Environmental Compliance Report(s) and/or a Critical Containment Infrastructure Report(s) as required. Refer to the Guideline: Industry Regulation Guide to Licensing .	N/A
4.6	Proposed date(s) for environmental commissioning of works (if applicable): Refer to the Guideline: Industry Regulation Guide to Licensing .	N/A
4.7	Proposed date/s for commencement of time limited operations under works approval (if applicable): Refer to the Guideline: Industry Regulation Guide to Licensing .	N/A

Part 4: Proposed activities				
4.8	Maximum production or design capacity for each category applied for (based on infrastructure operating 24 hours a day, 7 days a week): Provide figures for all categories listed in section 1.2. Units of measurement must be the same as the units of measurement associated with the relevant category as identified in Schedule 1 of the EP Regulations.		Category 10 & 34 LNG – 12 million tonnes per annum Condensate – 1.1 million cubic metres per annum Domgas – 240 TJ of natural gas per day Category 52 - 151.2 MW (includes 14MW of backup power generated by diesel fuel) Category 54 - 816 m3/day, Treated Sewage Category 61 - 1,736,315 tonnes per annum, Liquid waste facility	
4.9	Estimated / actual throughput for each category applied for: Provide figures for all categories listed in section 1.2. Units of measurement must be the same as the units of measurement associated with the relevant category as identified in Schedule 1 of the EP Regulations.		Category 10 & 34 LNG – 12 million tonnes per annum Condensate – 1.1 million cubic metres per annum Domgas – 240 TJ of natural gas per day Category 52 - 151.2 MW (includes 14MW of backup power generated by diesel fuel) Category 54 - 816 m3/day, Treated Sewage Category 61 - 1,736,315 tonnes per annum, Liquid waste facility	
Attachments			N/A	Yes
4.10	Attachment 2: Premises map	Emission/discharge points are clearly labelled on the map/s required for Part 3.4 (Attachment 2).	☐	☒

Part 4: Proposed activities				
4.11	Attachment 3A: Environmental commissioning plan	If applying to construct works or install equipment, and environmental commissioning of the works or equipment is planned, an environmental commissioning plan has been included in Attachment 3A. The environmental commissioning plan is expected to include, at minimum, identification of: - the sequence of commissioning activities to be undertaken, including details on whether they will be done in stages; - a summary of the timeframes associated with the identified sequence of commissioning activities; - the inputs and outputs that will be used in the commissioning process; - the emissions and/or discharges expected to occur during commissioning; - the emissions and/or discharges that will be monitored and/or confirmed to establish or test a steady-state operation (e.g. identifying emissions surrogates, etc.), including a detailed emissions monitoring program for the measurement of those emissions and/or discharges; - the controls (including management actions) that will be put in place to address the expected emissions and/or discharges; - any contingency plans for if emissions exceedances or unplanned emissions and/or discharges occur; and - how any of the above would differ from standard operations once commissioning is complete. Note that DWER will not include conditions on a granted instrument that authorise environmental commissioning activities where it is not satisfied that the risks associated with environmental commissioning can be adequately addressed.	☒	☐
4.12	Attachment 3B: Proposed activities	Additional information relating to the proposed activities has been included in Attachment 3B (if required).	☒	☐
Clearing activities				
4.13 to 4.19 are only required if the application includes clearing of native vegetation.				
4.13	Proposed clearing area (hectares and/or number of individual trees to be removed):	N/A		
4.14	Details of any relevant exemptions: Refer to DWER's A guide to the exemptions and regulations for clearing native vegetation .	N/A		
4.15	Proposed method of clearing:	N/A		
4.16	Period within which clearing is proposed to be undertaken: For example, May 2020 – June 2020.	N/A		
4.17	Purpose of clearing: N/A			
Clearing activities – Attachments			N/A	Yes

Part 4: Proposed activities				
4.18	Attachment 3C: Map of area proposed to be cleared	You must provide: an aerial photograph or map of sufficient scale showing the proposed clearing area and prescribed premises boundary OR if you have the facilities, a suitable portable digital storage device of the area proposed to be cleared as an ESRI shapefile with the following properties: - Geometry type: Polygon Shape - Coordinate system: GDA 1994 (Geographic latitude/longitude) - Datum: GDA 1994 (Geocentric Datum of Australia 1994).	☒	☐
4.19	Attachment 3D: Additional information for clearing assessment	Additional information to assist in the assessment of the clearing proposal may be attached to this application (for example, reports on salinity, fauna or flora studies or other environmental reports conducted for the site).	☒	☐

Part 5: Index of Biodiversity and Marine Surveys for Assessments (IBSA and IMSA)				
INSTRUCTIONS: - Biodiversity SURVEYS should be submitted through the IBSA Submissions Portal at ibsasubmissions.dwer.wa.gov.au - Biodiversity surveys submitted to support this application must meet the requirements of the EPA's <i>Instructions for the preparation of data packages for the Index of Biodiversity Surveys for Assessments (IBSA)</i>. - Marine surveys submitted to support this application must meet the requirements of the EPA's <i>Instructions for the preparation of data packages for the Index of Marine Surveys for Assessments (IMSA)</i>. - If these requirements are not met, DWER will decline to deal with the application.				
Attachments			N/A	Yes
5.1	Biodiversity surveys Please provide the IBSA number(s) (or submission number(s) if IBSA number has not yet been issued) in the space provided. Note that a submission number is not confirmation of acceptance of a biodiversity survey and is not the same as an IBSA number. IBSA numbers are only issued once a survey has been accepted. Once an IBSA number is issued, please notify the department.	All biodiversity surveys submitted with this application meet the requirements of the EPA's Instructions for the preparation of data packages for the Index of Biodiversity Surveys for Assessments (IBSA) . Submission number IBSA number	☒	☐
5.2	Attachment 4: Marine surveys	All marine surveys submitted with this application meet the requirements of the EPA's Instructions for the preparation of data packages for the Index of Marine Surveys for Assessments (IMSA) .	☒	☐

Part 6: Other DWER approvals

INSTRUCTIONS:

- If you have applied, or intend to apply, for other approvals within DWER that may be relevant to this application, you must provide relevant details.
- If you have referred, or intend to refer, your proposal to the Environmental Protection Authority (EPA), you must provide the requested details.

Pre-application scoping

6.1 Have you had any pre-application / pre-referral / scoping meetings with DWER regarding any planned applications?	☐ No ☒ Yes – provide details: [Regular meetings are held with DWER]
--	---

Environmental impact assessment (Part IV of the EP Act)

6.2 Have you referred or do you intend to refer the proposal to the EPA? Section 37B(1) of the EP Act defines a 'significant proposal' as "a proposal likely, if implemented, to have a significant effect on the environment". If DWER considers that the proposal in this application is likely to constitute a 'significant proposal', DWER is required under section 38(5) of the EP Act to refer the proposal to the EPA for assessment under Part IV, if such a referral has not already been made. If a relevant Ministerial Statement already exists, please provide the MS number in the space provided.	☐ Yes (referred) – reference (if known): [] ☐ Yes – intend to refer (proposal is a 'significant proposal') ☐ Yes – intend to refer (proposal will require a section 45C amendment to the current Ministerial Statement): MS [] ☒ No – a valid Ministerial Statement applies: MS [MS873] ☐ No – not a 'significant proposal'
--	---

Clearing of native vegetation (Part V Division 2 of the EP Act and Country Area Water Supply Act 1947)

6.3 Have you applied or do you intend to apply for a native vegetation clearing permit? In accordance with the Guideline: Industry Regulation Guide to Licensing and Procedure: Native vegetation clearing permits , where clearing of native vegetation is of an exempt kind under the <i>Environmental Protection (Clearing of Native Vegetation) Regulations 2004</i> (WA), or is being assessed by a relevant authority which would lead to an exemption under Schedule 6 of the EP Act, the clearing will not be assessed by DWER or be subject to any additional controls by DWER. If the proposed clearing action is to be assessed in accordance with, or under, an <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cth) (EPBC Act) accredited process, such as the assessment bilateral agreement, Form Annex C7 – Assessment bilateral agreement must be completed and attached to your clearing permit application.	☐ Yes – clearing application reference (if known): [] ☐ No – this application includes clearing (please complete questions 4.13 to 4.19) ☐ No – a valid permit applies: CPS [] ☐ No – exemption applies (explain why): [] ☒ No – permit not required
6.4 Have you applied or do you intend to apply for a Country Area Water Supply Act 1947 licence? If a clearing exemption applies in a <i>Country Area Water Supply Act 1947</i> (CAWS Act) controlled catchment, or if compensation has previously been paid to retain the subject vegetation, a CAWS Act clearing licence is required. If yes, contact the relevant DWER regional office for a Form 1 Application for licence. Map of CAWS Act controlled catchments	☐ Yes – application reference (if known) [] ☐ No – a valid licence applies: [] ☒ No – licence not required

Part 6: Other DWER approvals

Water licences and permits (*Rights in Water and Irrigation Act 1914*)

6.5 Have you applied, or do you intend to apply for: 1. a licence or amendment to a licence to take water (surface water or groundwater); or 2. a licence to construct wells (including bores and soaks); or 3. a permit or amendment to a permit to interfere with the bed and banks of a watercourse? For further guidance on water licences and permits under the <i>Rights in Water and Irrigation Act 1914</i>, refer to the Procedure: Water licences and permits.	☐ Yes – application reference (if known): [] ☐ No – a valid licence / permit applies: [] ☒ No – licence / permit not required
--	--

Part 7: Other approvals and consultation

INSTRUCTIONS:

- Please provide copies of all relevant documentation indicated below, including any conditions, exclusions, or expiry dates.
- “Major Project” means:
 - A State Development Project, where the lead agency is the Department of Jobs, Tourism, Science and Innovation (including projects to which a State Agreement applies); or
 - A Level 2 or 3 proposal, as defined in the Department of Premier and Cabinet’s [Lead Agency Framework](#).

	N/A	No	Yes
7.1 Is the proposal a Major Project?		☐	☒
7.2 Is the proposal subject to a State Agreement Act?		☒	☐
If yes, specify which Act:			
7.3 Has the proposal been allocated to a “Lead Agency” (as defined in the Lead Agency Framework)?		☐	☒
If yes, specify Lead Agency contact details:			
7.4 Has the proposal been referred and/or assessed under the EPBC Act (Commonwealth)?	☐	☐	☒
If yes, please specify referral, assessment and/or approval number: EPBC Reference No. 2008/4469			
7.5 Has the proposal obtained all relevant planning approvals?	☐	☐	☒
If planning approval is necessary but has not been obtained, please provide details indicating why:			
If planning approval is not necessary, please provide details indicating why:			
7.6 For renewals or amendment applications, are the relevant planning approvals still valid (that is, not expired)?	☐	☐	☒
7.7 Has the proposal obtained all other necessary statutory approvals (not including any other DWER approvals identified in Part 6 of this application)?	☐	☐	☒
If no, please provide details of approvals already obtained, outstanding approvals, and expected dates for obtaining these outstanding approvals:			

Part 7: Other approvals and consultation			
	N/A	No	Yes
7.8 Has consultation been undertaken with parties considered to have a direct interest in the proposal (that is, interested parties or persons who are considered to be directly affected by the proposal)? DWER will give consideration to submissions from interested parties or persons in accordance with the Guideline: Industry Regulation Guide to Licensing .	☐	☐	☒
Attachments		N/A	Yes
7.9 Attachment 5: Other approvals and consultation documentation Details of other approvals specified in Part 7 of this application, including copies of relevant decisions and any consultation undertaken with direct interest stakeholders have been provided and labelled Attachment 5.		☒	☐

Part 8: Applicant history			
Note: - Under this section, DWER will undertake an internal due diligence of the applicant's fitness and competency based on DWER's compliance records. - If you wish to provide additional information for DWER to consider in making this assessment, you may provide that information as a separate attachment (see Part 11).			
	N/A	No	Yes
8.1 If the applicant is an individual, has the applicant previously held, or do they currently hold, a licence or works approval under Part V of the EP Act?	☒	☐	☐
8.2 If the applicant is a corporation, has any director of that corporation previously held, or do they currently hold, a licence or works approval under Part V of the EP Act?	☐	☐	☒
8.3 If yes to 8.1 or 8.2 above, specify the name of company and/or licence or works approval number: Chevron Australia Pty Ltd L9225/2019/1 – Wheatstone LNG Project (Stage 1 and 2) Operating Licence L9082/2017/1 – Concrete Crushing and Storage Operating Licence L8976/2016/1 – Wheatstone LNG Plant Waste Storage Facility Licence L8759/2013/1 – Ashburton North Village – Wheatstone Waste Management Site Licence L8650/2012/1 – Ashburton North and LNG Plant Temporary Utilities W5671/2014/1 – LNG Plant Permanent Sewage Treatment Plant Works Approval W5584/2014/1 – LNG and Dornbas Plants Works Approval Note: Only licences and works approvals applicable to the Wheatstone Project are included in this list.			
8.4 If the applicant is an individual, has the applicant ever been convicted, or paid a penalty, for an offence under a provision of the EP Act, its subsidiary legislation, or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☒	☐	☐
8.5 If the applicant is a corporation, has any director of that corporation ever been convicted, or paid a penalty, for an offence under a provision of the EP Act, its subsidiary legislation, or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☐	☒
8.6 If the applicant is a corporation, has any person concerned in the management of the corporation, as referred to in section 118 of the EP Act, ever been convicted of, or paid a penalty, for an offence under a provision of the EP Act, its subsidiary legislation, or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐
8.7 If the applicant is a corporation, has any director of that corporation ever been a director of another corporation that has been convicted, or paid a penalty, for an offence under a provision of the EP Act, its subsidiary legislation, or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐
8.8 With regards to the questions posed in 8.4 to 8.7 above, have any legal proceedings been commenced, whether convicted or not, against the applicant for an offence under a provision of the EP Act, its subsidiary legislation, or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐

Part 8: Applicant history				
8.9	Has the applicant had a licence or other authority suspended or revoked due to a breach of conditions or an offence under the EP Act or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐
8.10	If the applicant is a corporation, has any director of that corporation ever had a licence or other authority suspended or revoked due to a breach of conditions or an offence under the EP Act or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐
8.11	If the applicant is a corporation, has any director of that corporation ever been a director of another corporation that has ever had a licence or other authorisation suspended or revoked due to a breach of conditions or an offence under the EP Act or similar environmental protection or health-related legislation in Western Australia or elsewhere in Australia?	☐	☒	☐
8.12	If yes to any of 8.4 to 8.11 above, you must provide details of any charges, convictions, penalties paid for an offence, and/or licences or other authorisations suspended or revoked:			

Part 9: Emissions, discharges, and waste**INSTRUCTIONS:**

- Please see [Guidance Statement: Risk Assessments](#) and provide all information relating to emission sources, pathways and receptors relevant to the application.
- You must provide details on sources of emissions (for example, kiln stack, baghouses or discharge pipelines) including fugitive emissions (for example, noise, dust or odour), types of emissions (physical, chemical, or biological), and volumes, concentrations and durations of emissions.
- The potential for emissions should be considered for all stages of the proposal (where relevant), including during construction, commissioning and operation of the premises.

		No	Yes										
9.1	Are there potential emissions or discharges arising from the proposed activities?	☐	☒										
If yes, identify all potential emissions and discharges arising from the proposed activities and complete Table 9.1: Emissions and discharges (below). <table border="1"> <tbody> <tr> <td>☒ Gaseous and particulate emissions (e.g. emissions from stacks, chimneys or baghouses)</td> <td>☐ Dust (e.g. from equipment, unsealed roads and/or stockpiles, etc.)</td> </tr> <tr> <td>☒ Wastewater discharges (e.g. treated sewage, wash water, or process water discharged to lands or waters)</td> <td>☐ Waste and leachate (e.g. emissions through seepage, leaks and spills of waste from storage, process and handling areas, etc.)</td> </tr> <tr> <td>☒ Noise (e.g. from machinery operations and/or vehicle operations)</td> <td>☐ Odour (e.g. from wastes accepted at putrescible landfills, storage or processing of waste or other odorous materials, etc.)</td> </tr> <tr> <td>☒ Contaminated or potentially contaminated stormwater (e.g. stormwater with the potential to come into contact with chemicals or waste materials, etc.)</td> <td>☐ Electromagnetic radiation¹</td> </tr> <tr> <td colspan="2">☒ Other (please specify): Light Emissions</td> </tr> </tbody> </table> Dust – Airborne dust at the Wheatstone Project is regarded to be an emission of low significance and has not been included as an emission from the LNG Plant (Refer to the Wheatstone Project Supporting Document for Licence to Operate LNG Trains 1 & 2 and Common Facilities (ABU190700956)).				☒ Gaseous and particulate emissions (e.g. emissions from stacks, chimneys or baghouses)	☐ Dust (e.g. from equipment, unsealed roads and/or stockpiles, etc.)	☒ Wastewater discharges (e.g. treated sewage, wash water, or process water discharged to lands or waters)	☐ Waste and leachate (e.g. emissions through seepage, leaks and spills of waste from storage, process and handling areas, etc.)	☒ Noise (e.g. from machinery operations and/or vehicle operations)	☐ Odour (e.g. from wastes accepted at putrescible landfills, storage or processing of waste or other odorous materials, etc.)	☒ Contaminated or potentially contaminated stormwater (e.g. stormwater with the potential to come into contact with chemicals or waste materials, etc.)	☐ Electromagnetic radiation ¹	☒ Other (please specify): Light Emissions	
☒ Gaseous and particulate emissions (e.g. emissions from stacks, chimneys or baghouses)	☐ Dust (e.g. from equipment, unsealed roads and/or stockpiles, etc.)												
☒ Wastewater discharges (e.g. treated sewage, wash water, or process water discharged to lands or waters)	☐ Waste and leachate (e.g. emissions through seepage, leaks and spills of waste from storage, process and handling areas, etc.)												
☒ Noise (e.g. from machinery operations and/or vehicle operations)	☐ Odour (e.g. from wastes accepted at putrescible landfills, storage or processing of waste or other odorous materials, etc.)												
☒ Contaminated or potentially contaminated stormwater (e.g. stormwater with the potential to come into contact with chemicals or waste materials, etc.)	☐ Electromagnetic radiation ¹												
☒ Other (please specify): Light Emissions													

¹ Note that for electromagnetic radiation, copies/details of other relevant approvals (such as from the Department of Mines, Industry Regulation and Safety or the Radiological Council) must be provided where applicable.

Details of any pollution control equipment or waste treatment system, including any control mechanisms used to ensure proper operation of this equipment, must be included in the proposed controls column of the 'Emissions and discharges table' below. Details of management measures employed to control emissions should also be included. Please provide / attach any relevant documents (e.g. management plans, etc.).

Additional rows may be added as required and/or further information may be included as an attachment (see section 9.3).

Table 9.1: Emissions and discharges

	Source of emission or discharge	Emission or discharge type	Volume and frequency	Proposed controls	Location
1.	Domgas AGRU	Gaseous and particulate emissions	Continuous when operating	Acid gases recovered by the AGRU must be directed to AGTO for combustion. If the AGTO is not operating, acid gases must be directed to the flare for combustion.	Attachment 2 Site layout map 2C
2.	Domgas AGTO	Gaseous and particulate emissions	Continuous when operating	The AGTO must be operated with continuous monitoring of: - combustion chamber temperature; - oxygen in the flue gas; and - fuel gas composition. The AGTO must be operated to achieve a firing temperature of >760°C during normal operating conditions.	Attachment 2 Discharge points to air and monitoring locations A29
3.	Stormwater infrastructure First flush sumps	Contaminated or potentially contaminated stormwater	Continuous when operating	The first 25 mm of stormwater runoff from process areas must be directed to a first flush sump. The drainage network must direct uncontaminated water to the sedimentation ponds. First flush sumps must have a monitored high level alarm and an oil skimmer. If stormwater within the first flush sumps does not meet the water quality criteria in condition 5 of L9225 when monitored, it must be diverted to the Primary Water Treatment System for treatment or collected for offsite disposal. First flush sumps must be inspected prior to an impending cyclone and contained water removed to ensure the sumps have >90% capacity, unless unsafe to do so.	Attachment 2 Discharge points to land and monitoring locations 30L & 30M
4.	Domgas AGTO	Gaseous and particulate emissions	Continuous when operating	Monitoring of discharges to air (Quarterly Monitoring and Continuous fuel consumption)	Refer Attachment 2 discharge points to air and monitoring locations, A29
5.	Domgas Regeneration Gas heater	Gaseous and particulate emissions	Continuous when operating	Monitoring of discharges to air (Continuous fuel consumption)	Refer Attachment 2 discharge points to air

Part 9: Emissions, discharges, and waste							
						and monitoring locations, A30	
6.	Stormwater infrastructure First flush sumps	Contaminated or potentially contaminated stormwater	Prior to discharge of water from each monitoring location to one of the discharge points	Monitoring of discharges to land	Attachment 2 Discharge points to land and monitoring locations 30L & 30M		
7.	LNG and Domgas Plant	Noise	Continuous when operating	No further controls proposed Noise monitoring undertaken confirmed no significant changes beyond underlying ambient noise levels. Refer to the Wheatstone LNG Plant - LNG and Domgas Plant (W5584/2014/1) Stage 3 Commissioning Report (ABU201000606), submitted 11 th December 2020 .			
8.	LNG and Domgas Plant	Light	Continuous when operating	No further controls proposed Controls addressed through implementation of the Conservation Significant Marine Fauna Interaction Management Plan (WS0-0000-HES-PLN-CVX-000-00037-000)			
						No	Yes
9.2	Waste-related activities at the premises ² Answer "yes" or "no" for the following questions and complete Table 9.2 (below).					☐	☐
(a)	Is waste accepted at the premises?					☒	☐
(b)	Is waste produced on the premises?					☐	☒
(c)	Is waste processed on the premises?					☒	☐
(d)	Is waste stored on the premises?					☒	☐
(e)	Is waste buried on the premises?					☒	☐
(f)	Is waste recycled on the premises?					☒	☐
(g)	Is any of the waste listed in Table 9.2 (below) also considered a 'dangerous good' for the purposes of the <i>Dangerous Goods Safety (Storage and Handling of Non-Explosives) Regulations 2007</i> ? ³					☒	☐
	Specify, if yes:						

Part 9: Emissions, discharges, and waste

Solid waste types must be described with reference to *Landfill Waste Classification and Waste Definitions 1996* (as amended from time to time) and the *Environmental Protection (Controlled Waste) Regulations 2004* (Controlled Waste Regulations).

Liquid waste types must be described with reference to the Controlled Waste Regulations.

For further guidance on the definition of waste, refer to [Fact Sheet: Assessing whether material is waste](#).

Detail must be provided on storage type (for example, hardstand and containment infrastructure), capacity, likely storage volumes, and containment features (for example, lining and bunding).

² Please provide copies / details of any other relevant approvals (e.g. from the Department of Health) must be provided where applicable.

³ Wastes derived from the storage, handling, and use of dangerous goods may be considered hazardous and may need to be handled with the same precautions. Please refer to the following link for more information:

https://www.dmp.wa.gov.au/Documents/Dangerous-Goods/DGS_IS_OverviewOfStorageAndHandlingRegulations.pdf

Additional rows may be added as required and/or further information may be included as an attachment (see section 9.4).

Table 9.2 Waste types

	Waste type	Quantity (e.g. tonnes, litres, cubic metres)	Waste activity infrastructure (including specifications)	Monitoring (if applicable)	Location (on site layout plan – see 3.4)
1.	Waste generated on the LNG 1 & 2, Domgas Plant and Common Facilities Prescribed premise is sent to Waste Handling facilities administered under Waste Storage Facility (L8976/2016/1) and the Waste Management Site (L8759/2013/1) located at the Wheatstone Village. Storage of crushed concrete is administered under L9082/2017/1.				
2.					
3.					

Attachments**N/A****Yes**

9.3

Attachment 6A: Emissions and discharges (if required)

If required, further information for Part 9.1 has been included as an attachment labelled Attachment 6A.

☒☐

9.4

Attachment 6B: Waste acceptance (if required)

If required, further information for Part 9.2 has been included as an attachment labelled Attachment 6B.

☒☐**Part 10: Siting and location**

10.1

Sensitive land uses

What is/are the distance(s) to the nearest sensitive land use(s)?
A sensitive land use is a residence or other land use which may be affected by an emission or discharge associated with the proposed activities.

Wheatstone Village is the closest residential site approximately 8km south-east of the LNG Plant site.

10.2

Nearby environmentally sensitive receptors and aspects

Identify in Table 10.2 (below):

- all instances of environmentally sensitive receptors that are known or suspected to be present within, or within close proximity to, the proposed prescribed premises boundary;
- the nature of the sensitive receptors (e.g. type of Threatened Ecological Community, species for threatened flora or fauna, etc.);
- their actual or approximate known distance and direction from the premises boundary (at the closest point/s); and
- if applicable, what measures have been or will be taken to ensure that sensitive receptors are not adversely impacted by any emissions or discharges from the premises.

Refer to the [Guidance Statement: Environmental Siting](#) for further guidance.

Table 10.2: Nearby environmentally sensitive receptors and aspects

Part 10: Siting and location					
	Type / classification	Description	Distance + direction to premises boundary	Proposed controls to prevent or mitigate adverse impacts (if applicable)	
	Environmentally Sensitive Areas ¹				
	Threatened Ecological Communities				
	Threatened and/or priority fauna				
	Threatened and/or priority flora				
	Aboriginal and other heritage sites ²				
	Public drinking water source areas ³				
	Rivers, lakes, oceans, and other bodies of surface water, etc.				
	Acid sulfate soils				
	Other				
¹ Environmentally Sensitive Areas are as declared under the <i>Environmental Protection (Environmentally Sensitive) Notice 2005</i>. Refer to DWER's website ("Environmentally Sensitive Areas") for further information. ² Refer to the Department of Planning, Lands and Heritage website for further information about Aboriginal heritage and other heritage sites. ³ Refer to Water Quality Protection Note No.25: Land use compatibility tables for public drinking water source areas for further information.					
10.3	Environmental siting context details Provide further information including details on topography, climate, geology, soil type, hydrology, and hydrogeology at the premises.				
Attachments				N/A	Yes

10.4	Attachment 7: Siting and location	You must provide details and a map describing the siting and location of the premises, including identification of distances to sensitive land uses and/or any specified ecosystems. Sensitive Land Uses are detailed in the Wheatstone Project Supporting Document for Licence to Operate LNG Train 1 & 2 and Common Facilities (ABU190700956).	☒	☐
------	--	--	-------------------------------------	--------------------------

Part 11: Submission of any other relevant information

Attachments			No	Yes
11.1	Attachment 8: Additional information submitted	Applicants seeking to submit further information may include information labelled Attachment 8. If submitting multiple additional attachments, label them 8A, 8B, etc. Where supplementary documentation is submitted, please specify the name of documents below. List title of supplementary document/s attached:	☒	☐

Part 12: Proposed fee calculation

INSTRUCTIONS:

Please calculate the relevant prescribed fee using the relevant online fee calculator linked below when completing this section.

- Licence: www.der.wa.gov.au/LicenceFeeCalculator
- Works approval: www.der.wa.gov.au/WorksApprovalFeeCalculator
- Amendment: www.der.wa.gov.au/AmendmentFeeCalculator

Different fee units apply for different fee components. Fee units may also have different amounts depending on the period in which the calculation is made.

Once DWER has confirmed that the application submitted meets the relevant requirements of the EP Act, you will be issued an invoice with instructions for paying your application fee.

Further information on fees can be found in the [Fact Sheet: Industry Regulation fees](#), available from DWER's website.

12.1	Only the relevant fee calculations are to be completed as follows: [mark the box to indicate sections completed]	☐ Section 12.3 for works approval applications ☐ Section 12.4 for licence or renewal applications ☐ Section 12.5 for registration applications ☒ Section 12.6 for amendment applications ☐ Section 12.7 for applications requiring clearing of native vegetation	
12.2	All information and data used for the calculation of proposed fees has been provided in accordance with section 12.8.		☐
12.3 Proposed works approval fee			
Proposed works approval fee (see Schedule 3 of the EP Regulations) Fees relate to the cost of the works, including all capital costs (inclusive of GST) associated with the construction and establishment of the works proposed under the works approval application. This includes, for example, costs associated with earth works, hard stands, drainage, plant hire, equipment, processing plant, relocation of equipment and labour hire. Costs exclude: - the cost of land; - the cost of buildings to be used for purposes unrelated to the purposes in respect of which the premises are, or will become, prescribed premises; costs for buildings unrelated to the prescribed premises activity or activities; and - consultancy fees relating to the works.			
Fee component			Proposed fee
Cost of works: \$			\$

12.4 Proposed licence fee (new licences and licence renewals)		
Detailed licence fee calculations		
Part 1 Premises component (see regulation 5D and Part 1 of Schedule 4 of the EP Regulations) The production or design capacity should be the maximum capacity of the premises. For most categories the production or design capacity refers to an annual rate. The figure should be based on 24 hour operation for 365 days, unless there is another regulatory approval or technical reason that restricts operation. The premises component fee applies to the category in Part 1, Schedule 4 incurring the higher or highest amount of fee units in accordance with regulation 5D(2) of the EP Regulations. List all categories (insert additional rows as required). Use only the higher or highest amount of fee units to determine the Part 1 fee component.		
Category	Production or design capacity	Fee units
Using the higher or highest amount of fee units, Part 1 component subtotal		\$
Part 2 Waste (see regulation 5D(1a)(b) and Part 2 of Schedule 4 of the EP Regulations) If your premises includes one or more of the following categories specify any applicable Part 2 waste amounts. Do not include Part 3 waste components of these discharges in the below sections. Categories: 5, 6, 7, 8, 9, 12, 14, 44, 46, 53, 54A, 70, 80, or 85B. Part 2 waste means waste consisting of – (a) tailings; or (b) bitterns; or (c) water to allow mining of ore; or (d) flyash; or (e) waste water from a desalination plant. If the premises does not fall into one of the categories listed above, or there are no applicable Part 2 waste amounts, the sub total for this section will be \$0. Insert additional rows as required. Sum all Part 2 waste fees to determine the sub total.		
Discharge quantity (tonnes/year)	Fee units	
Part 2 component subtotal		\$
Part 3 Waste – Discharges to air, onto land, into waters (see Part 3 of Schedule 4 of the EP Regulations) Choose the appropriate location of the discharge and enter the discharge amount(s) in the units specified in the EP Regulations. This should be the amount of waste expected to be discharged over the next 12 months, expressed in the units and averaging period applicable for that waste kind (for example, g/minute or kg/day). Amounts can be measured, calculated, or estimated and can be based on data acquired over the previous 12 months, but should be based on the maximum premises capacity and not the forecast operating hours. Where there are discharges, all prescribed waste types must be considered in the fee calculation. If a specified waste type is not present in the discharge, this must be justified using an appropriate emission estimation technique (for example, sampling data, industry sector guidance notes, National Pollution Inventory guides and emission factors).		

Discharges to air			
Discharges to air	Discharge rate (g/min)	Discharges to air	Discharge rate (g/min)
Carbon monoxide		Nickel	
Oxides of nitrogen		Vanadium	
Sulphur oxides		Zinc	
Particulates (Total PM)		Vinyl chloride	
Volatile organic compounds		Hydrogen sulphide	
Inorganic fluoride		Benzene	
Pesticides		Carbon oxysulphide	
Aluminium		Carbon disulphide	
Arsenic		Acrylates	
Chromium		Beryllium	
Cobalt		Cadmium	
Copper		Mercury	
Lead		TDI (toluene-2, 4-di-iso-cyanate)	
Manganese		MDI (diphenyl-methane di-iso-cyanate)	
Molybdenum		Other waste	
Part 3 component subtotal		\$	
Discharges onto land or into waters			Discharge rate
1. Liquid waste that can potentially deprive receiving waters of oxygen (for each kilogram discharged per day) —	(a) biochemical oxygen demand (in the absence of chemical oxygen demand limit)		
	(b) chemical oxygen demand (in the absence of total organic carbon limit)		
	(c) total organic carbon		
2. Bio-stimulants (for each kilogram discharged per day) —	(a) phosphorus		
	(b) total nitrogen		
3. Liquid waste that physically alters the characteristics of naturally occurring waters —	(a) total suspended solids (for each kilogram discharged per day)		
	(b) surfactants (for each kilogram discharged per day)		
	(c) colour alteration (for each platinum cobalt unit of colour above the ambient colour of the waters in each megalitre discharged per day)		
	(d) temperature alteration (for each 1°C above the ambient temperature of the waters in each megalitre discharged per day) — (i) in the sea south of the Tropic of Capricorn (ii) in other waters		

4. Waste that can potentially accumulate in the environment or living tissue (for each kilogram discharged per day) —	(a) aluminium	
	(b) arsenic	
	(c) cadmium	
	(d) chromium	
	(e) cobalt	
	(f) copper	
	(g) lead	
	(h) mercury	
	(i) molybdenum	
	(j) nickel	
	(k) vanadium	
	(l) zinc	
	(m) pesticides	
	(n) fish tainting wastes	
	(o) manganese	
5. <i>E. coli</i> bacteria as indicator species (in each megalitre discharged per day) —	(a) 1,000 to 5,000 organisms per 100 ml	
	(b) 5,000 to 20,000 organisms per 100 ml	
	(c) more than 20,000 organisms per 100 ml	
6. Other waste (per kilogram discharged per day) —	(a) oil and grease	
	(b) total dissolved solids	
	(c) fluoride	
	(d) iron	
	(e) total residual chlorine	
	(f) other	
Part 3 component subtotal		\$
Summary – Proposed licence fee		
Part 1 Component		
Part 2 Component		
Part 3 Component		
Total proposed licence fees:		\$

12.5 Prescribed fee for registration	
A fee of 24 units applies for an application for registration of premises, unless the occupier of the premises holds a licence in respect of the premises, in accordance with regulation 5B(2)(c) of the EP Regulations.	☐ (Tick to acknowledge)
12.6 Works approval amendment or licence amendment fee	
Proposed works approval amendment or licence amendment fee (see Schedule 4 Part 1 of the EP Regulations). The fee prescribed for an application for an amendment to a works approval or licence is calculated in accordance with regulation 5BB(1)(a) of the EP Regulations: - for a single category of prescribed premises to which the works approval or licence relates, by using the fee unit number corresponding to the prescribed premises category and relevant production or design capacity threshold in Schedule 4 Part 1 of the EP Regulations. - for multiple categories of prescribed premises to which the works approval or licence relates, by using the highest fee unit number corresponding to the prescribed premises categories and production design or capacity threshold in Schedule 4 Part 1 of the EP Regulations. The relevant fee unit under Schedule 4 Part 1 of the EP Regulations for calculating the application form amendment fee is to be determined by reference to the actual production or design capacity reported for the preceding year's annual licence fee. If an annual licence fee has not previously been paid or is not applicable as is the case for works approvals, the fee unit for an application for amendment is to be determined by reference to the production or design capacity currently prescribed in the licence or works approval.	
Fee Units	Proposed fee
600 units for Category 10 & 34	
12.7 Prescribed fee for clearing permit	
In accordance with the Guideline: Industry Regulation Guide to Licensing and Procedure: Native vegetation clearing permits, where an application for clearing of native vegetation is made as part of an application for a works approval or licence, DWER may elect to either jointly or separately determine the clearing component of the application. Where DWER separately determines the clearing component of an application, the application will be deemed to be an application for a clearing permit under section 51E of the EP Act. Note: If a clearing permit application has been separately submitted and accepted by DWER, a refund for the clearing permit application will not be provided where DWER determines to address clearing requirements as part of a related works approval application.	☐ (Tick to acknowledge)
12.8 Information and data used to calculate proposed fees	
The detailed calculations of fee components, including all information and data used for the calculations are to be provided as attachments to this application, labelled as Attachment 9, with an appropriate suffix (for example 9A, 9B etc.). Please specify the relevant attachment number in the space/s provided below.	
Proposed fee for works approval	Attachment No.
Details for cost of works	
Proposed fee for licence	Attachment No.
Part 1: Premises	
Part 2: Waste types	
Part 3: Discharges to air, onto land, into waters	

Part 13: Commercially sensitive or confidential information**NOTE:**

Information submitted as part of this application will be made publicly available. If you wish to submit commercially sensitive or confidential information, please identify the information in Attachment 10, and include a written statement of reasons why you request each item of information be kept confidential.

Information submitted later in the application process may also be made publicly available at DWER's discretion. For any commercially sensitive or confidential information, please follow the same process as described above.

DWER will take reasonable steps to protect genuinely confidential or commercially sensitive information. Please note in particular that all submitted information may be the subject of an application for release under the *Freedom of Information Act 1992*.

All information which you would propose to be exempt from public disclosure has been separately placed in a redacted version of the application form and its supporting documentation. Note that this is in addition to the unredacted version(s) provided to DWER for its assessment. Grounds for claiming exemption in accordance with Schedule 1 to the *Freedom of Information Act 1992* must be specified in **Attachment 10** (located at the end of this form).

Attached**N/A****Part 14: Submission of application**

Check one of the boxes below to nominate how you will submit your application.

Files larger than 50MB cannot be received via email by DWER. Files larger than 50MB can be sent via File Transfer. Alternatively, email DWER to make other arrangements.

A full, signed, electronic copy of the application form including all attachments has been submitted via email to info@dwer.wa.gov.au

OR

A signed, electronic copy of the application form has been submitted via email to info@dwer.wa.gov.au and attachments have been submitted via File Transfer, or electronically by other means as arranged with DWER;

OR

A full, signed hard copy has been sent to:

APPLICATION SUBMISSIONS
Department of Water and Environmental Regulation
Locked Bag 10
Joondalup DC WA 6919



Part 15: Declaration and signature

General

I/We confirm and acknowledge that:

- the information contained in this application is true and correct and I/we acknowledge that knowingly providing information which is false or misleading in a material particular constitutes an offence under section 112 of the *Environmental Protection Act 1986* (WA) and may incur a penalty of up to \$50,000;
- I/We have legal authority to sign on behalf of the applicant (where authorisation provided);
- I/We have not altered the requirements and instructions set out in this application form;
- I/We have provided a valid email address in Part 2.3 for receipt of correspondence electronically via email from DWER in relation to this application;
- I/We acknowledge that successful delivery to my/our server constitutes receipt of correspondence sent electronically via email from DWER in relation to this application; and
- I/We have provided a valid postal and/or business address in Part 2.4 for the service of all Part V documents.

Publication

I/We confirm and acknowledge:

- this application (including all attachments apart from the sections identified in Attachment 10) is a public document and may be published;
- marine surveys provided in accordance with Part 5 will be published and used, for the purposes of the IMSA project, in accordance with your declaration made in the *Metadata and Licensing Statement*;
- all necessary consents for the publication of information have been obtained from third parties;
- information considered exempt from public disclosure has been noted by redaction of a separately provided copy of the completed application form and its supporting documentation (in accordance with Part 13), with reasons as to why the information should be exempt in accordance with the grounds specified in Schedule 1 to the *Freedom of Information Act 1992* (WA) being provided in Attachment 10;
- subsequent information provided in relation to this application will be a public document and may be published unless written notice has been given to DWER by the applicant, at the time the information is provided, claiming that the information is considered exempt from public disclosure; and

discretion of the CEO of DWER, and will be made
information Act 1992 (WA).

23/12/2020

Date

Position

Signature

Date

Name

Position

NOTE: This form may be signed:

- if the applicant is an individual, by the individual;
- if the applicant is a corporation, by:
 - the common seal being affixed in accordance with the *Corporations Act 2001* (Cth); or
 - two directors; or
 - a director and a company secretary; or
 - if a proprietary company has a sole director who is also the sole company secretary, by that director; and
- by a person with legal authority to sign on behalf of the applicant.

ATTACHMENT 10 – Confidential or commercially sensitive information

Request for exemption from publication			
Information which you consider should not be published, on the grounds of a relevant exemption found in Schedule 1 to the <i>Freedom of Information Act 1992</i> (WA), must be specified in this Attachment. Add additional rows as required.			
NOT FOR PUBLICATION IF GROUNDS FOR EXEMPTION ARE DETERMINED TO BE ACCEPTABLE			
Section of this form:		Grounds for claiming exemption:	
Section of this form:		Grounds for claiming exemption:	
Section of this form:		Grounds for claiming exemption:	
Full Name Signature Date			

Western Australian Land Authority
Record of Certificate of Title Lot 567

888V

WESTERN



AUSTRALIA

REGISTER NUMBER 567/DP71345	
DUPLICATE EDITION 2	DATE DUPLICATE ISSUED 19/12/2011

RECORD OF CERTIFICATE OF TITLE UNDER THE TRANSFER OF LAND ACT 1893

VOLUME
2779FOLIO
361

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.



LAND DESCRIPTION:

LOT 567 ON DEPOSITED PLAN 71345

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

WESTERN AUSTRALIAN LAND AUTHORITY OF LEVEL 3, 40 THE ESPLANADE, PERTH
(TF L796078) REGISTERED 29 NOVEMBER 2011

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS: (SECOND SCHEDULE)

- | | | |
|----|---------|--|
| 1. | L796049 | EASEMENT BENEFIT FOR ACCESS PURPOSES. SEE DEPOSITED PLAN 71345 REGISTERED 29.11.2011. |
| | L796051 | EASEMENT BENEFIT FOR ACCESS PURPOSES. SEE DEPOSITED PLAN 71345. REGISTERED 29.11.2011. |
| 3. | L807810 | LEASE TO CHEVRON AUSTRALIA PTY LTD OF 250 ST GEORGES TERRACE, PERTH EXPIRES: SEE LEASE. REGISTERED 13.12.2011. |

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
* Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND:	DP71345 [SHEET 1,2,3,4,5].
PREVIOUS TITLE:	LR3135-585, LR3159-152, LR3002-74.
PROPERTY STREET ADDRESS:	NO STREET ADDRESS INFORMATION AVAILABLE.
LOCAL GOVERNMENT AREA:	SHIRE OF ASHBURTON.
RESPONSIBLE AGENCY:	WESTERN AUSTRALIAN LAND AUTHORITY.

NOTE 1: L833942 DEPOSITED PLAN (INTEREST ONLY) 73604 LODGED

Subject to Dealing

LandCorp Lease Extract

Execution Version

WHEATSTONE PROJECT
PLANT SITE LEASE

Western Australian Land Authority trading as LandCorp
Chevron Australia Pty Ltd

CONTENTS

1	DEFINITIONS AND INTERPRETATIONS	1
2	CONDITIONS PRECEDENT	12
3	PRIOR TO COMMENCEMENT DATE	13
4	TERM	14
5	CAVEATS AND REGISTRATION	15
6	OPERATIVE PART	16
7	PAY RENT, OUTGOINGS AND ESTATE OUTGOINGS	16
8	RESERVATION TO LANDCORP	17
9	MAINTAIN AND REPAIR LAND	18
10	INSURANCE	19
11	PAY COSTS	20
12	PAY INTEREST	20
13	ENTRY ON LAND	20
14	ALTERATION OR ADDITIONS TO LAND	21
15	DELIVER NOTICES	21
16	INDEMNITY	22
17	COMPLY WITH ACTS	22
18	NOT TO CARRY ON OFFENSIVE ACTIVITIES	23
19	USE OF LAND	23
20	LESSEE'S RESPONSIBILITY FOR SAFETY	24
21	FENCING	24
22	SURVEY OF LAND	25
23	COST OF LESSEE'S OBLIGATIONS	25
24	REGISTRATION OF LEASE	25
25	SIGNS	25
26	ASSIGNMENT AND SUBLETTING	25
27	CAVEATS	29

28	LANDCORP MAY ACT BY AGENT	29
29	COVENANTS BY LANDCORP	29
30	OWNERSHIP OF IMPROVEMENTS	29
31	DEFAULT	29
32	RIGHTS AND DUTIES ON TERMINATION	34
33	DEVELOPMENT	36
34	DISPUTE RESOLUTION	37
35	ENVIRONMENTAL	38
36	HOLDING OVER	40
37	NO WARRANTY BY LANDCORP	40
38	LIMITATION OF LANDCORP'S LIABILITY	41
39	DAMAGE BY FLOODING	42
40	EXCLUSION OF PREVIOUS AGREEMENTS	42
41	EXERCISE OF REMEDIES	42
42	STATUTORY POWERS	42
43	NOTICES	43
44	APPLICABLE LAW	44
45	SEVERABILITY	45
46	LIQUIDATED DAMAGES	45
47	FORCE MAJEURE EVENT	46
48	TRUSTEE COVENANTS	47
49	TRANSFER OF LAND AND RELEASE OF LANDCORP	49
50	PROVISION OF SERVICES	49
51	REVIEW OF RENT	49
52	GOODS AND SERVICES TAX	52
53	PARTIAL SURRENDER OF LEASE	54
54	FURTHER ACTS	55
55	COUNTERPARTS	55
56	VARIATION	55

57	NO RELIEF AGAINST FORFEITURE	55
	SCHEDULE	56
	ANNEXURE A	59
	Plan of the Land	59
	ANNEXURE B	60
	Commitment Notice	60
	ANNEXURE C	61
	CORRIDOR AREA	61

SCHEDULE

1. LAND

- Lot 1 - Part of Lot 153 on Deposited Plan 220110 being part of the land comprised in Record of Certificate of Crown Land Title Volume LR3135 Folio 585 as is indicated as "Lot 1" on the plan annexed as Annexure A.
- Lot 2 - Part of Lot 153 on Deposited Plan 220110 being part of the land comprised in Record of Certificate of Crown Land Title Volume LR3135 Folio 585 as is indicated as "Lot 2" on the plan annexed as Annexure A.

2. SPECIFIED ENCUMBRANCES

Any mining, geothermal or petroleum rights granted under the Petroleum and Geothermal Energy Resources Act 1967 (WA) or the Mining Act 1978 (WA) prior to, or during the Term, including, but not limited to the following:

- (a) Petroleum and Geothermal Energy Resources Act 1967 (WA): GEP 29, GEP 35, EP 110; and
- (b) Mining Act 1978 (WA): E 08/1896, E 08/1897.

3. TERM OF LEASE

The Initial Term being thirty (30) years commencing on the Commencement Date together with options for two further terms of ten (10) years each.

4. RENT

■ (exclusive of GST) per square metre of the area of the Land which shall be payable in advance in annual instalments. The first payment on account of Rent shall be paid on the Commencement Date and thereafter Rent is payable on each anniversary of the Commencement Date.

5. PERMITTED USE

- Lot 1 - The construction, provision, extension, use, operation and maintenance of processing, production, receival, liquefaction, storage and transportation facilities for liquefied natural gas, condensate, domestic gas and other hydrocarbon products and associated plant, equipment, structures and improvements and for all purposes that are ancillary and incidental thereto.

Lot 2 – The construction, provision, extension, use, operation and maintenance of minor ancillary equipment, structures and improvements of an incidental nature, including access roads thereto, required to support the Permitted Use of Lot 1.

6. COMMITMENT NOTICE DATE

Within twenty four (24) months of the date of execution of this Lease.

7. CPI RENT REVIEW DATES

Each anniversary date of the Commencement Date other than a Market Rent Review Date.

8. MARKET RENT REVIEW DATES

The first Market Rent Review Date will be the anniversary of the Commencement Date which occurs immediately after the Commercial Operations Date and thereafter the Market Rent Review Dates will be each third (3rd) anniversary of the first Market Rent Review Date.

Executed as a deed on 8 September 2011.

The Common Seal of WESTERN
AUSTRALIAN LAND AUTHORITY
was hereunto affixed with the authority
of its Board in the presence of:



[Redacted Signature]
Chief Executive Officer

[Redacted Signature]
Board Member

EXECUTED by CHEVRON AUSTRALIA
PTY LTD in accordance with section 127 of
the Corporations Act 2001 (Cth) by:

[Redacted Signature]
Director

[Redacted Signature]
Name of Director (print)

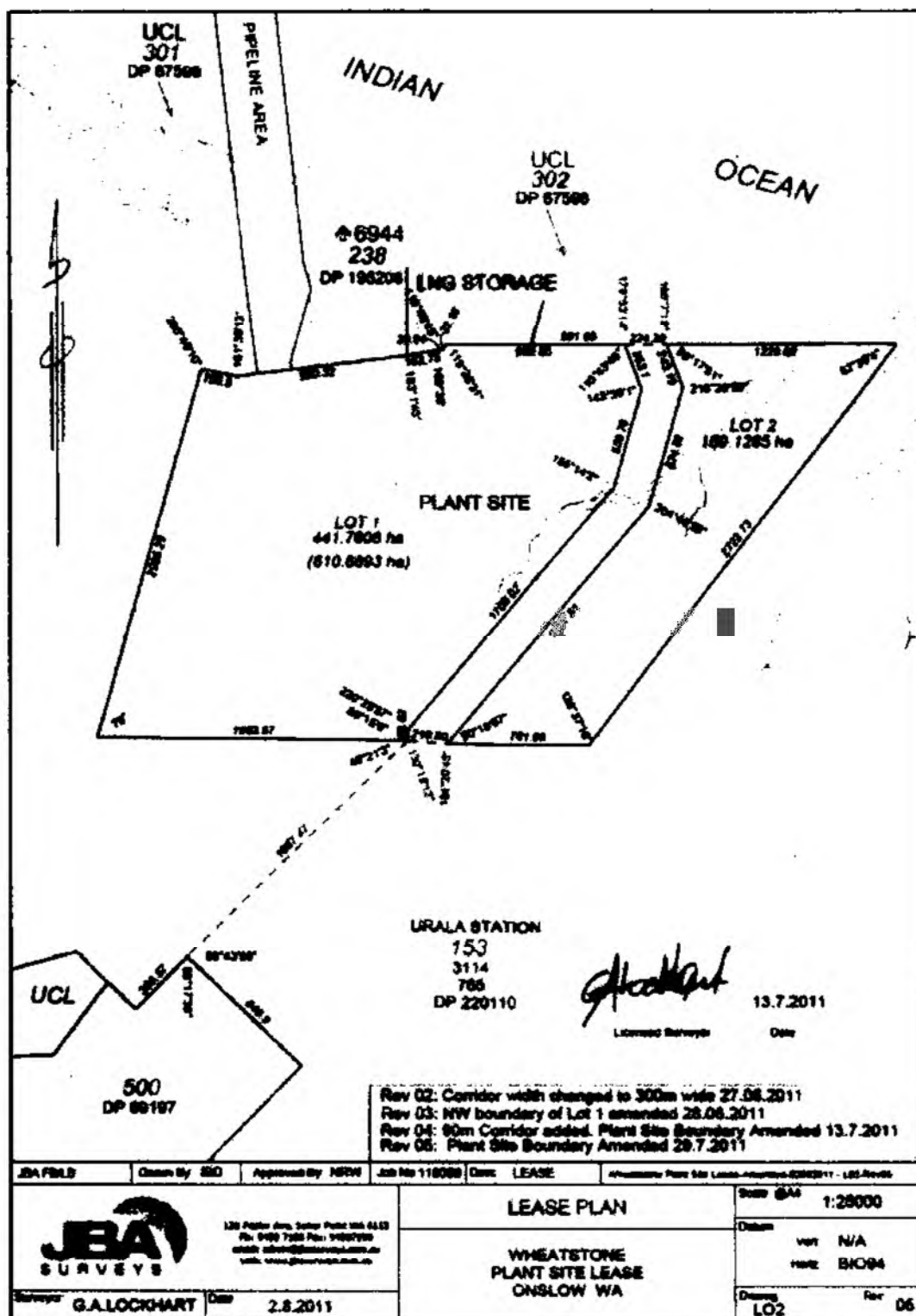
[Redacted Signature]
Director/Secretary

[Redacted Signature]
Director

[Redacted Signature]
Name of Director/Secretary (print)

ANNEXURE A

PLAN OF THE LAND



ANNEXURE B
COMMITMENT NOTICE

To: LandCorp

 Level 3, 40 The Esplanade

 Perth WA 6000

[Date]

This Commitment Notice:

- (a) is given pursuant to and for the purposes of **clause [*]** of the Plant Site Lease dated **[Insert]** made between the Western Australian Land Authority (**LandCorp**) and Chevron Australia Pty Ltd (**Chevron**); and
- (b) notifies LandCorp that Chevron has committed to proceeding with the Wheatstone Project.

Executed by
Chevron Australia Pty Ltd
in accordance with section 127 of the
Corporations Act 2001 (Cth) by:

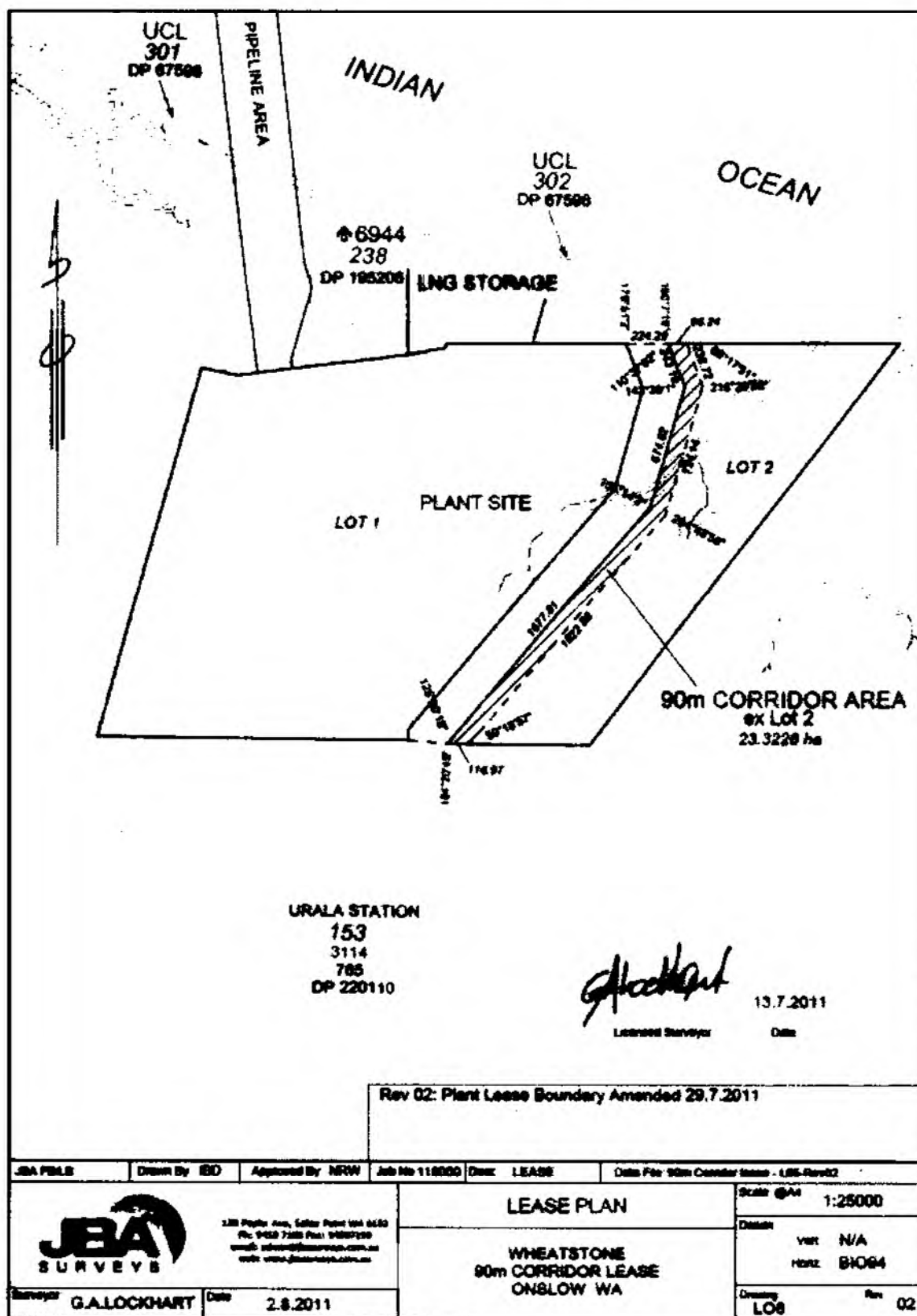
Signature of Secretary/Director

Signature of Director

Name of Secretary/ Director

Name of Director

ANNEXURE C **CORRIDOR AREA**



Pilbara Ports Authority

Record of Certificate of Title Lot 238

WESTERN



AUSTRALIA

**RECORD OF CERTIFICATE
OF
CROWN LAND TITLE**
UNDER THE TRANSFER OF LAND ACT 1893
AND THE LAND ADMINISTRATION ACT 1997
NO DUPLICATE CREATED

REGISTER NUMBER 238/DP195206	
DUPLICATE EDITION N/A	DATE DUPLICATE ISSUED N/A

VOLUME **LR3118** FOLIO **396**

The undermentioned land is Crown land in the name of the STATE OF WESTERN AUSTRALIA, subject to the interests and Status Orders shown in the first schedule which are in turn subject to the limitations, interests, encumbrances and notifications shown in the second schedule.

**LAND DESCRIPTION:**

LOT 238 ON DEPOSITED PLAN 195206

**STATUS ORDER AND PRIMARY INTEREST HOLDER:
(FIRST SCHEDULE)**

STATUS ORDER/INTEREST: RESERVE VESTED UNDER STATUTE

PRIMARY INTEREST HOLDER: PILBARA PORTS AUTHORITY OF LEVEL 3/16 PARLIAMENT PLACE WEST
PERTH WA 6005

(XE N501344) REGISTERED 5/12/2016

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)**

1. L777266 MEMORIAL, HERITAGE OF WESTERN AUSTRALIA ACT 1990. LODGED 7/11/2011.
2. L796048 PART RESERVE 51074 FOR THE PURPOSE OF PORT PURPOSES REGISTERED 29/11/2011.
3. L816576 LEASE TO CHEVRON AUSTRALIA PTY LTD OF 250 ST GEORGES TERRACE, PERTH EXPIRES:
SEE LEASE. AS TO PORTION ONLY. REGISTERED 21/12/2011.
M279831 MEMORIAL AFFECTING LEASE L816576 HERITAGE OF WESTERN AUSTRALIA ACT 1990.
REGISTERED 22/5/2013.
4. L816577 LEASE TO CHEVRON AUSTRALIA PTY LTD OF 250 ST GEORGES TERRACE, PERTH EXPIRES:
SEE LEASE. AS TO PORTION ONLY. REGISTERED 21/12/2011.
M279831 MEMORIAL AFFECTING LEASE L816577 HERITAGE OF WESTERN AUSTRALIA ACT 1990.
REGISTERED 22/5/2013.
5. N501344 VESTED, PURSUANT TO SECTION 25 OF THE PORT AUTHORITIES ACT 1999. REGISTERED
5/12/2016.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF CROWN LAND TITLE-----

STATEMENTS:

END OF PAGE 1 - CONTINUED OVER

ORIGINAL CERTIFICATE OF CROWN LAND TITLE

REGISTER NUMBER: 238/DP195206

VOLUME/FOLIO: LR3118-396

PAGE 2

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: LR3118-396 (238/DP195206)
PREVIOUS TITLE: LR3118-396
PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF ASHBURTON
RESPONSIBLE AGENCY: PILBARA PORTS AUTHORITY

NOTE 1: A000001A SUBJECT TO SURVEY - NOT FOR ALIENATION PURPOSES
NOTE 2: LAND PARCEL IDENTIFIER OF ASHBURTON LOCATION 238 ON SUPERSEDED PAPER
CERTIFICATE OF CROWN LAND TITLE CHANGED TO LOT 238 ON DEPOSITED PLAN
195206 ON 09-SEP-02 TO ENABLE ISSUE OF A DIGITAL CERTIFICATE OF TITLE.
NOTE 3: THE ABOVE NOTE MAY NOT BE SHOWN ON THE SUPERSEDED PAPER CERTIFICATE
OF TITLE.
NOTE 4: L807033 CORRESPONDENCE FILE 00768-2011-01RO

Pilbara Ports Authority

Record of Certificate of Title Lot 569



**RECORD OF CERTIFICATE
OF
CROWN LAND TITLE**
UNDER THE TRANSFER OF LAND ACT 1893
AND THE LAND ADMINISTRATION ACT 1997
NO DUPLICATE CREATED

REGISTER NUMBER 569/DP71345	
DUPLICATE EDITION N/A	DATE DUPLICATE ISSUED N/A

VOLUME **LR3161** FOLIO **383**

The undermentioned land is Crown land in the name of the STATE OF WESTERN AUSTRALIA, subject to the interests and Status Orders shown in the first schedule which are in turn subject to the limitations, interests, encumbrances and notifications shown in the second schedule.



LAND DESCRIPTION:

LOT 569 ON DEPOSITED PLAN 71345

**STATUS ORDER AND PRIMARY INTEREST HOLDER:
(FIRST SCHEDULE)**

STATUS ORDER/INTEREST: RESERVE VESTED UNDER STATUTE

PRIMARY INTEREST HOLDER: PILBARA PORTS AUTHORITY OF LEVEL 3/16 PARLIAMENT PLACE WEST
PERTH WA 6005

(XE N501344) REGISTERED 5/12/2016

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)**

1. L796048 PART RESERVE 51074 FOR THE PURPOSE OF PORT PURPOSES REGISTERED 29/11/2011.
2. L816574 LEASE TO CHEVRON AUSTRALIA PTY LTD OF 250 ST GEORGES TERRACE, PERTH EXPIRES:
SEE LEASE. AS TO PORTION ONLY. REGISTERED 21/12/2011.
3. L816575 LEASE TO CHEVRON AUSTRALIA PTY LTD OF 250 ST GEORGES TERRACE, PERTH EXPIRES:
SEE LEASE. AS TO PORTION ONLY. REGISTERED 21/12/2011.
4. L816576 LEASE TO CHEVRON AUSTRALIA PTY LTD OF 250 ST GEORGES TERRACE, PERTH EXPIRES:
SEE LEASE. AS TO PORTION ONLY. REGISTERED 21/12/2011.
5. L816577 LEASE TO CHEVRON AUSTRALIA PTY LTD OF 250 ST GEORGES TERRACE, PERTH EXPIRES:
SEE LEASE. AS TO PORTION ONLY. REGISTERED 21/12/2011.
- M279831 MEMORIAL AFFECTING LEASE L816577 HERITAGE OF WESTERN AUSTRALIA ACT 1990.
AS TO PORTION ONLY - SEE DEPOSITED PLAN 73605. REGISTERED 22/5/2013.
6. L846324 MEMORIAL. HERITAGE OF WESTERN AUSTRALIA ACT 1990. AS TO PORTION ONLY - SEE
DEPOSITED PLAN 73605. LODGED 1/2/2012.
7. N501344 VESTED. PURSUANT TO SECTION 25 OF THE PORT AUTHORITIES ACT 1999. REGISTERED
5/12/2016.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
Lot as described in the land description may be a lot or location.

END OF PAGE 1 - CONTINUED OVER

ORIGINAL CERTIFICATE OF CROWN LAND TITLE

REGISTER NUMBER: 569/DP71345

VOLUME/FOLIO: LR3161-383

PAGE 2

-----END OF CERTIFICATE OF CROWN LAND TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice

SKETCH OF LAND:	DP71345
PREVIOUS TITLE:	LR3002-74, LR3135-585, LR3159-151, LR3159-152
PROPERTY STREET ADDRESS:	NO STREET ADDRESS INFORMATION AVAILABLE.
LOCAL GOVERNMENT AUTHORITY:	SHIRE OF ASHBURTON
RESPONSIBLE AGENCY:	PILBARA PORTS AUTHORITY

NOTE 1: L807033 CORRESPONDENCE FILE 00768-2011-01RO

Dampier Port Authority Lease

FORM L1C

FORM APPROVAL No LAA-1022

WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1893 as amended

TENURE CODE

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (Note 1)

EXTENT

VOLUME

FOLIO

That portion of Lot 238 on Deposited Plan 195206 outlined in black and marked "LNG Storage" on the Plan in Annexure A attached to this Lease.

Part

LR3118

396

That portion of Lot 569 on Deposited Plan 71345 outlined in black and marked "LNG Storage" on the Plan in Annexure A attached to this Lease.

Part

LR3161

383

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS (Note 2)

L796048 Part Reserve 51074 for the purpose of port purposes
L777266 Memorial

LESSOR/LESSORS (Note 3)

Dampier Port Authority ABN 23 897 227 533 of Mof Road, Dampier, Western Australia

LESSEE/LESSEES (Note 4)

Chevron Australia Pty Ltd ABN 29 086 197 757 of 250 St George's Terrace, Perth, Western Australia

TERM OF LEASE (Note 5)

30 Years 0 Months 0 Days

Commencing from the 1st day of December in the year 2011

With two options to renew this Lease each for a further term of 10 years

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

For the above term for the clear yearly rental of (Note 7) - see Lease
payable (Note 8) - see Lease

CLAYTON UTZ

CUCA Lease

Dampier Port Authority
DPA

Chevron Australia Pty Ltd
Lessee

Clayton Utz
Lawyers
Level 27 QV.1 250 St George's Terrace Perth WA 6000 Australia
GPO Box P1214 Perth WA 6844
T +61 8 9426 8000 F +61 8 9481 3095

www.claytonutz.com

Our reference 60023/16058/80093708

Legal\111216544.25

Document ID: ABU200800630

11.	Other Lessee Covenants.....	25
11.1	No interference.....	25
11.2	No damage.....	25
11.3	Removal of rubbish	26
11.4	Pest control	26
11.5	Permit entry by DPA.....	26
11.6	Use of contractors	26
11.7	Construction, alterations and installations.....	26
11.8	Lighting, fencing and signage.....	28
11.9	Comply with Law	28
11.10	Use of Premises	28
11.11	Fire prevention	28
11.12	Safety and response	29
11.13	Port Identification Cards	29
11.14	Induction	29
11.15	Directions and Port Standards and Procedures.....	29
11.16	Suspension	30
11.17	Delivery of notices	30
11.18	Site surveys and geotechnical investigations.....	30
11.19	Exercise of rights.....	31
12.	Assignment and subletting.....	31
12.1	Assignment	31
12.2	Deed of Consent	32
12.3	The DPA's recourse against foreign entities	33
12.4	Subletting	33
12.5	Release of Lessee.....	34
12.6	Transfer by the DPA.....	34
13.	Insurance.....	34
13.1	Insurance by Lessee	34
13.2	DPA insurance	35
13.3	Review of amounts.....	35
13.4	Disclosing and maintaining insurance coverage	35
13.5	Notification	35
13.6	Application of proceeds	36
13.7	Effect of insurance.....	36
13.8	Not to invalidate insurance	36
13.9	Self-insurance	36
14.	Quiet enjoyment.....	36
15.	Other DPA covenants	37
16.	Easements.....	37
17.	Default and termination.....	37
17.1	Lessee's obligations under a Default Notice	37
17.2	Financial Default Notice.....	38
17.3	Non-Financial Default Notice.....	38
17.4	Default Events.....	38
17.5	Loss Notices.....	38
17.6	Termination Events	39
17.7	Disputes about notices	40
17.8	Choice of remedies for breach.....	40

18.	End of Term.....	41
18.1	Yield up.....	41
18.2	Items not removed from Premises.....	41
18.3	Ownership of Plant, Equipment and Improvements.....	41
18.4	Time for yielding up.....	42
18.5	Right to enter.....	42
18.6	Holding over.....	42
18.7	No further obligations.....	42
19.	Force majeure.....	42
20.	Indemnity and liability.....	43
21.	Limitations and acknowledgments.....	43
21.1	Limitations and exclusions.....	43
21.2	Acknowledgements.....	44
21.3	Qualifications.....	44
22.	Dispute resolution.....	44
22.1	Disputes to be resolved under this clause.....	44
22.2	Dispute submission.....	45
22.3	Senior executive process.....	45
22.4	Mediation.....	45
22.5	Injunctive or declaratory relief.....	45
23.	Expert determination.....	45
23.1	Referral of dispute and appointment of Expert.....	45
23.2	Expert determination.....	46
23.3	Costs of Expert determination.....	46
24.	Goods and services tax.....	47
24.1	Definitions.....	47
24.2	GST payable.....	47
24.3	Adjustment event.....	47
24.4	Reimbursement.....	47
25.	Notices.....	47
26.	General.....	48
26.1	Relationship.....	48
26.2	Governing law.....	49
26.3	Jurisdiction.....	49
26.4	No representation or reliance.....	49
26.5	Entire agreement.....	49
26.6	Variation.....	49
26.7	Further acts and documents.....	49
26.8	Waiver.....	49
26.9	Indemnities.....	50
26.10	Moratorium.....	50
26.11	Costs.....	50
26.12	Duties.....	50
26.13	Remedies cumulative.....	50
26.14	Non-merger.....	50
26.15	Severance.....	50
26.16	Civil Liability Act 2002.....	50
26.17	Changes in Law.....	51

Schedule 1	52
Annexure A - Plan of Premises	54
Annexure B - Minister's Approval	55

clause 1.1 is preserved to the extent that it is applicable to provisions that are expressed to survive termination.

3.9 No Relief against Forfeiture

The Lessee acknowledges that the Lessee will not seek to rely upon relief against forfeiture in equity or any equivalent remedy or relief under section 81 of the Property Law Act 1969 or any other legislation as a means of defeating the agreed purpose of clause 3.5 which is for the DPA to be able to effect an early and irrevocable termination of the Term or this Deed if the State Development Agreement or any PFA Document expires or is terminated for any reason at any time or if a Commitment Notice is not given by the date that is 12 months after the commencement date of the State Development Agreement. All other rights and remedies of the Lessee at law or in equity are preserved.

3.10 No agency

The parties acknowledge and agree that the Lessee enters into this Deed as principal and does not enter into this Deed as agent for any one or more of the Wheatstone Project Participants.

4. Extension of Term

4.1 Extension of Initial Term

The DPA grants to the Lessee the option or options to extend this Deed for each Further Term upon the terms and conditions of this Deed (excepting any further right to extend after the exercise of the Second Further Term). The Lessee may exercise an option to extend if and only if:

- (a) the Lessee, on each occasion, gives to the DPA written notice of its exercise of the option not less than 12 months and not more than 24 months prior to the expiration of the then current Term;
- (b) the Lessee has not committed a Default or, if the Lessee has committed a Default, the Lessee has rectified, commenced a process for rectification of, or has paid compensation in respect of, that Default in accordance with clause 17; and
- (c) the corresponding option periods in each of the PFA Documents have been validly exercised.

If the Lessee validly exercises an option to extend under this clause 4 then, prior to the expiration of the then current Term, the DPA and the Lessee shall execute a deed recording the extension, being a deed prepared by the DPA's solicitors at the Lessee's expense in the prescribed form to be registered at Landgate.

4.2 Change in Law

- (a) At least 18 months prior to the end of the then current Term the parties must commence good faith negotiations and thereafter use their best endeavours to agree on any variations to this Deed to fairly address any Change in Law that may have occurred during the then current Term which has a materially adverse impact on either the Lessee or the DPA.
- (b) If the parties have not reached agreement under clause 4.2(a) at least 12 months prior to the end of the current Term then either party may refer the matter for expert determination in accordance with clause 23.

Schedule 1

1. Term

1.1 Commencement Date

The Commencement Date shall be the "Commencement Date" as defined under the Port Facilities Agreement.

1.2 Initial Term

The period of 30 years commencing on the Commencement Date.

1.3 First Further Term

The period of 10 years commencing on the day immediately after the expiry of the Initial Term.

1.4 Second Further Term

Subject to the exercise of the First Further Term, the period of 10 years commencing on the expiry of the First Further Term.

2. Rent

[REDACTED] (exclusive of GST) which shall be payable in advance in annual instalments. The first payment on account of Rent shall be paid on the Commencement Date and thereafter Rent is payable on each anniversary of the Commencement Date.

3. Land Details

3.1 Premises Area

[25.0031 hectares]

3.2 Specified Encumbrances

- (a) Exploration permits EP110, EP444, GEP29 and GEP35.
- (b) Mining lease M273SA.
- (c) All reservations (if any), existing easements and restrictive covenants contained in the Crown Grant of any part of the Port or referred to in or registered as an encumbrance on the Certificate of Title to any part of the Port at the time the Port is vested in the DPA.

4. Permitted Use

The construction, provision, extension, use, operation and maintenance on the Premises of LNG storage tanks and associated equipment and infrastructure (including liquefied natural gas pipelines, gas compressors and gas flares) and for all purposes that are ancillary and incidental thereto.

5. CPI Rent Review Dates

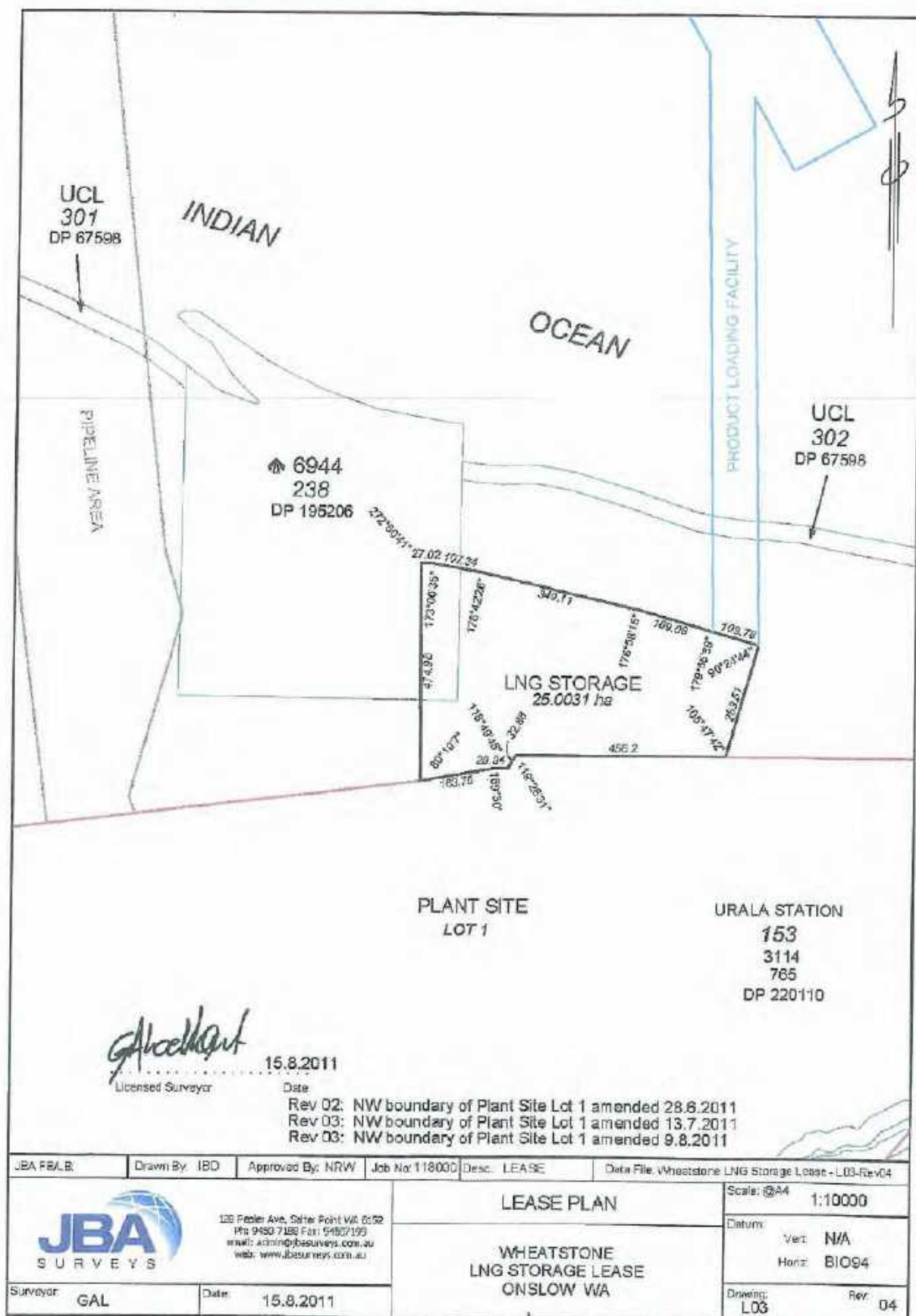
Each anniversary of the Commencement Date other than a Market Rent Review Date.

6. Market Rent Review Dates

Market Rent Review Dates are:

- (a) the First Market Rent Review Date; and
- (b) thereafter, each third anniversary of the First Market Rent Review Date.

Annexure A - Plan of Premises



Annexure B - Minister's Approval



Minister for Transport; Housing

Our ref: 30-21716

[REDACTED]
CHAIRMAN
DAMPIER PORT AUTHORITY

Ashburton North – Wheatstone Project – Port Facilities Agreement and Associated Contracts

Pursuant to sections 28 and 40 of the *Port Authorities Act 1999*, (the Act) I provide my approval for the Dampier Port Authority (DPA) to enter into the following proposed agreements:

1. Construction Works Lease and Licence.
2. Port Facilities Agreement.
3. Product Loading Facility Lease (PLF).
4. Pipeline Area Lease (PA).
5. Common User Coastal Access (CUCA) Lease

with Chevron Australia Pty Ltd (Chevron) and its joint venture partners (where applicable) subject to:

- the DPA Board approving the terms of each of the above agreements;
- the terms of the agreements not being varied materially from the drafts submitted;
- the word 'and' being replaced by 'or' within the definition of contamination in all the agreements;
- 'DPA Port of Onslow Development Guidelines' to be amended in all agreements to refer to the Port of Ashburton in lieu of the Port of Onslow;
- the term CPI1 under rental reviews to be amended to refer to 'the corresponding twelve month period prior to the CPI2' in the CUCA, PLF and PA Leases;
- clarification in the PLF Lease as to whether the application of the rental value for landside premises after the first market rent review either is or is not 20 per cent in addition to the already 30 per cent discount to market rates Chevron is entitled to until completion of the third Train or 31 December 2024 (Item 2, Schedule 1); and
- copies of the final signed agreements being provided for our records.

I have obtained the Treasurer's concurrence for DPA to enter into Agreements 1 and 2 above. I also provide my endorsement, under section 43 of the Act for entry into the related:

- Materials Offloading Facility User Licence; and
- Consent Deed.

The State Government has also approved a dividend exemption and an equity injection for any tax equivalent applied to DPA should the gifting of the channel and other Chevron constructed port facilities be deemed to be port revenue and/or should there be similar dividend/tax implications in 30 to 50 years following Chevron's surrender of the product loading jetty lease and fixed assets (jetty) to DPA.



MINISTER FOR TRANSPORT

20 SEP 2011

Executed as a deed

The Common Seal of Dampier Port Authority ABN 23 897 227 533 was affixed in accordance with section 134 of the Port Authorities Act 1999 in the presence of:




Signature of Chief Executive Officer


Signature of Director


Name of Chief Executive Officer in full


Name of Director in full

Date

21 September 2011

Date

21 SEPT 2011

Executed by Chevron Australia Pty Ltd ABN 29 086 197 757 in accordance with section 127 of the Corporations Act 2001 (Cth):


Signature of director


Signature of company secretary/director


Full name of director

Director
Full name of company secretary/director

Date

Date

ATTESTATION SHEET

Executed by the parties as a Deed on the

21st

day of

September

in the year

2011

LESSOR/LESSORS SIGN HERE (Note 9)

The Common Seal of Damper Port Authority ABN 23 897 227 533

was affixed in accordance with section 134 of the Port Authorities Act 1999

in the presence of:



Signature of Chief Executive Officer

Signature of Director

Name of Chief Executive Officer in full

Name of Director in full

In the presence of

Witness signature

Witness name

Address

Occupation

In the presence of

Witness signature

Witness name

Address

Occupation

Director, Strategy &
Development.

Director, Strategy & Development

LESSEE/LESSEES SIGN HERE (Note 9)

Executed by Chevron Australia Pty Ltd ABN 29 086 197 757

in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Signature of company secretary/director

Full name of director

Full name of company secretary/director

In the presence of

Witness signature

Witness name

Address

Occupation

In the presence of

Witness signature

Witness name

Address

Occupation

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1, should be used with appropriate headings. The boxed sections should only contain the words "see Annexure".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the person signing this document and their witnesses.
4. Duplicates are not issued for Crown Land Titles.

NOTES**1. DESCRIPTION OF LAND**

Lot and Diagram/Plan number or Location name and number to be stated.

Extent - Whole, part or balance of the land comprised in the Certificate of Crown Land Title to be stated.

The Certificate of Crown Land Title Volume and Folio number to be stated.

2. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS

In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the crown land title:

(a) In the Second Schedule;

(b) If no Second Schedule, that are encumbrances.

(Unless to be removed by action or document before registration hereof)

Do not show any:

(a) Easement Benefits or Restrictive/Covenant Benefits; or

(b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).

The documents shown are to be identified by nature and number.

The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram.

If none show "nil".

3. LESSOR

State full name and address of Lessor/Lessors and the address/addresses to which future notices can be sent.

4. LESSEE

State full name of the Lessee/Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy eg. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.

5. TERM OF LEASE

Term to be stated in years, months and days. Commencement date to be stated. Options to renew to be shown.

6. RECITE ANY EASEMENTS TO BE CREATED

Here set forth any Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".

7. RENTAL

State amount of yearly rental in words.

8. PAYMENT TERMS

State terms of payment.

9. EXECUTION

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

LESSEE - DUP**L816576 L**

21 Dec 2011 15:15:54 Perth

LEASE OF CROWN LAND (L)

LODGED BY Mallesons Stephen Jaques

ADDRESS 152 St Georges Terrace
Perth WA 6000

PHONE No. 9269 7206

FAX No. 9269 7999

REFERENCE No. NV:ARM:09 5500 8406

ISSUING BOX No. 168H

PREPARED BY MALLESONS STEPHEN JAKES

ADDRESS LEVEL 10 CENTRAL PARK
152 ST GEORGES TERRACE
PERTH WA 6000

PHONE No. +61 8 9269 7000 FAX No. +61 8 9269 7999

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY.

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk

EXAMINED

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register



CLAYTON UTZ

Product Loading Facility Lease

Dampier Port Authority
DPA

Chevron Australia Pty Ltd
Lessee

Clayton Utz
Lawyers
Level 27 QV.1 250 St George's Terrace Perth WA 6000 Australia
GPO Box P1214 Perth WA 6844
T +61 8 9426 8000 F +61 8 9481 3095

www.claytonutz.com

Our reference 60023/16058/80093708

Legal\303425327.20

WS0-0000-CTC-COA-CVX-000-00042-000

Document ID: ABU200800630

Contents

1.	Definitions and interpretation	5
1.1	Definitions	5
1.2	Interpretation	15
1.3	Act prevails.....	16
2.	Caveats and Registration.....	16
3.	Grant of Lease.....	17
3.1	Grant.....	17
3.2	Qualification	17
3.3	Commencement of obligations	17
3.4	Permitted Use	18
3.5	No warranties	18
3.6	Early termination by the DPA.....	18
3.7	Early termination by the Lessee prior to the issue of Commitment Notice.....	18
3.8	Early termination by the Lessee after the issue of Commitment Notice.....	18
3.9	Early termination by either party	18
3.10	No Relief against Forfeiture.....	18
3.11	No Agency.....	19
4.	Extension of Term	19
4.1	Extension of Initial Term.....	19
4.2	Change in Law	19
5.	Rent	20
5.1	Rent	20
5.2	Review of Rent.....	20
6.	Outgoings and other charges	23
6.1	Rates and taxes	23
6.2	Utilities charges.....	23
6.3	Lessee to install meters.....	23
6.4	Improvements required by law.....	24
6.5	Charges for Operating Maintenance.....	24
6.6	Charges for Improvements and Upgrades.....	24
6.7	Procuring utilities.....	25
7.	Interest on overdue moneys	25
8.	Construction of Works	25
8.1	Construction obligations	25
8.2	Approval by the DPA	26
8.3	Post completion survey and plans	27
9.	Surrender of Corridor Area	27
9.1	Obligation to surrender the Corridor Area	27
9.2	Process of surrender	27
9.3	Yield up of surrendered area	28
9.4	DPA's obligations on Corridor Area	28
10.	Maintenance and repair	29

10.1	Common Area maintenance	29
10.2	Maintenance and repair of Premises	29
10.3	Drainage	29
11.	Traffic, dust management, safety and security plans	29
11.1	Traffic and dust management plans.....	29
11.2	Safety and Response Plan & Security Plan	30
11.3	Provision of Plans to DPA	30
11.4	Implementation, review and audit of Plans	31
12.	Environmental compliance	31
12.1	Uncontrolled Escape	31
12.2	No Contamination.....	32
12.3	Environmental compliance and Remediation.....	32
12.4	Environmental management system.....	33
13.	Other Lessee Covenants	34
13.1	No interference.....	34
13.2	No damage.....	34
13.3	Removal of rubbish	34
13.4	Pest control	34
13.5	Permit entry by DPA.....	35
13.6	Use of contractors	35
13.7	Construction, alterations and installations.....	35
13.8	Lighting, fencing and signage.....	37
13.9	Comply with Law	37
13.10	Use of Premises	37
13.11	Fire prevention	37
13.12	Safety and response	37
13.13	Notice of accidents, incidents and damage.....	37
13.14	Port Identification Cards	38
13.15	Induction	38
13.16	Directions and Port Standards and Procedures	38
13.17	Suspension	39
13.18	Delivery of notices	39
13.19	Site surveys and geotechnical investigations.....	39
13.20	Exercise of rights.....	39
14.	Assignment and subletting	40
14.1	Assignment	40
14.2	Deed of Consent	41
14.3	The DPA's recourse against foreign entities	41
14.4	Subletting	42
14.5	Release of Lessee.....	43
14.6	Transfer by the DPA.....	43
15.	Insurance.....	43
15.1	Insurance by Lessee	43
15.2	DPA insurance	44
15.3	Review of amounts.....	44
15.4	Disclosing and maintaining insurance coverage	44
15.5	Notification	44
15.6	Application of proceeds	44
15.7	Effect of insurance.....	45
15.8	Not to invalidate insurance	45
15.9	Self-insurance	45

16.	Quiet enjoyment.....	45
17.	Other DPA covenants	45
18.	Easements.....	46
19.	Rights reserved to the DPA.....	46
20.	Default and termination.....	47
20.1	Lessee's obligations under a Default Notice	47
20.2	Financial Default Notice.....	47
20.3	Non-Financial Default Notice	47
20.4	Default Events.....	47
20.5	Loss Notices.....	48
20.6	Termination Events	48
20.7	Disputes about notices	49
20.8	Choice of remedies for breach.....	50
21.	End of Term.....	50
21.1	Yield up	50
21.2	Items not removed from Premises	50
21.3	Ownership of Wheatstone Product Loading Facilities	51
21.4	Time for yielding up	51
21.5	Right to enter.....	51
21.6	Holding over	51
21.7	No further obligations	51
22.	Force majeure	52
23.	Indemnity and liability	52
24.	Limitations and acknowledgments.....	52
24.1	Limitations and exclusions.....	52
24.2	Acknowledgements	53
24.3	Qualifications.....	53
25.	Dispute resolution	53
25.1	Disputes to be resolved under this clause	53
25.2	Dispute submission	54
25.3	Senior executive process	54
25.4	Mediation.....	54
25.5	Injunctive or declaratory relief.....	54
26.	Expert determination.....	54
26.1	Referral of dispute and appointment of Expert.....	54
26.2	Expert determination	55
26.3	Costs of Expert determination	55
27.	Goods and services tax.....	56
27.1	Definitions	56
27.2	GST payable	56
27.3	Adjustment event.....	56
27.4	Reimbursement.....	56
28.	Notices	57

29.	General	58
29.1	Relationship	58
29.2	Governing law	58
29.3	Jurisdiction	58
29.4	No representation or reliance	58
29.5	Entire agreement.....	58
29.6	Variation.....	58
29.7	Further acts and documents.....	58
29.8	Waiver.....	59
29.9	Indemnities.....	59
29.10	Moratorium.....	59
29.11	Costs.....	59
29.12	Duties.....	59
29.13	Remedies cumulative	59
29.14	Non-merger	59
29.15	Severance.....	60
29.16	Civil Liability Act 2002	60
29.17	Changes in Law.....	60
Schedule 1	61	
Schedule 2 - Specifications	63	
Schedule 3 - Deed of Surrender	64	
Annexure A -Plan of Premises	69	
Annexure B - Plan of Corridor Area	70	
Annexure C - Minister's Approval	71	

Deed of Lease dated 21 September 2011

Parties **Dampier Port Authority ABN 23 897 227 533** of Mof Road, Dampier,
Western Australia (DPA)

Chevron Australia Pty Ltd ABN 29 086 197 757 of 250 St George's Terrace,
Perth, Western Australia (Lessee)

Background

- A. The Premises comprise Crown land which is vested in, or shall vest in, the DPA under the Port Authorities Act 1999.
- B. As part of the Wheatstone Project, the Lessee proposes to construct and operate the Wheatstone Product Loading Facilities and associated infrastructure and facilities on the Premises.
- C. The DPA has agreed to lease and the Lessee has agreed to take on lease the Premises upon the terms and conditions contained in this Deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this Deed:

Act means the Port Authorities Act 1999 (WA).

Affiliates means any legal entity which controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to "control" another if it owns directly or indirectly more than fifty per cent of either of the following:

- (a) the shares entitled to vote at a general election of directors of such other entity; and
- (b) the voting interest in such other entity if such entity does not have either shares or directors.

Affiliates of the Lessee expressly include Chevron Corporation.

ANSIA or Ashburton North Strategic Industrial Area means the area of land, water and seabed described in the plan forming part of the State Development Agreement (that includes the area described in Amendment No. 9 to the Shire of Ashburton Town Planning Scheme No.7) that the State has allocated for the development of Hydrocarbon extraction industries and complementary industrial uses and a working port.

Approved Improvements and Upgrades has the meaning given in clause 6.6(b).

Assignee has the meaning given in clause 14.3.

Associates means:

- (a) in the case of the Lessee's Associates, all employees, invitees, contractors and agents of the Lessee or the Wheatstone Project Participants who have entered the Port for purposes associated with the Lessee's business; and

Schedule 1

1. Term

1.1 Commencement Date

The Commencement Date shall be the "Commencement Date" as defined under the Port Facilities Agreement.

1.2 Initial Term

The period of 30 years commencing on the Commencement Date.

1.3 First Further Term

The period of 10 years commencing on the day immediately after the expiry of the Initial Term.

1.4 Second Further Term

Subject to the exercise of the First Further Term, the period of 10 years commencing on the expiry of the First Further Term.

2. Rent

The rent shall be the sum of:

- (a) for the Landside Premises, [REDACTED]; and
- (b) for the Seaside Premises:
 - (i) from the Commencement Date until the First Market Rent Review Date, [REDACTED]; or
 - (ii) after the First Market Rent Review Date, the amount per square metre that is [REDACTED] for the Landside Premises and, for the avoidance of doubt, during the period in which the 70% Rent discount applies pursuant to clause 5.2(c)(i), the [REDACTED] under this item 2(b)(ii) applies in addition to the [REDACTED]

per annum (exclusive of GST) which shall be payable in advance in annual instalments. The first payment on account of Rent shall be paid on the Commencement Date and thereafter Rent is payable on each anniversary of the Commencement Date. The parties acknowledge and agree that the Rent also includes consideration for the benefits that the Lessee derives from the "Seaside Pipeline Area" set out in the Pipeline Area Lease.

3. Land Details

3.1 Premises Area

Landside Premises: 3.428714 hectares

Seaside Premises: 38.295241 hectares

3.2 Specified Encumbrances

- (a) Exploration permits EP110, EP444, GEP29 and GEP35.
- (b) Mining lease M273SA.
- (c) All reservations (if any), existing easements and restrictive covenants contained in the Crown Grant of any part of the Port or referred to in or registered as an encumbrance on the Certificate of Title to any part of the Port at the time of the Port is vested in the DPA.

4. Permitted Use

The construction, installation, use, operation and maintenance of the Wheatstone Product Loading Facilities and associated infrastructure including use of the Premises for

- (a) the berthing of Vessels;
- (b) the export of Product; and
- (c) the import of LNG, condensate and liquefied petroleum gas, if necessary, as part of any studies, evaluations, construction, commissioning or start-up process.

5. CPI Rent Review Dates

Each anniversary of the Commencement Date other than a Market Rent Review Date.

6. Market Rent Review Dates

Market Rent Review Dates are:

- (a) the First Market Rent Review Date; and
- (b) thereafter, each third anniversary of the First Market Rent Review Date.

Schedule 2 - Specifications

1. Jetty Trestle/Product Loading Platform

A jetty with a single berth will be constructed. Additional berth locations and design considerations will be included on the drawings as future potential expansions. The extent and location of any additional dredged area to accommodate possible additional berths will be shown on the drawings.

The jetty trestle alignment is based on an onshore start point selected to match the LNG tanks as the elevation of the jetty deck will be above the level of the dunes.

The jetty length will be approximately 1270 m. The design will be expandable to accommodate 25 mtpa for LNG export.

2. Berths

The berths will include:

- (a) a loading platform; and
- (b) an operations platform.

Breasting dolphins and fenders will be installed.

3. LNG and Condensate Pipelines

Cryogenic pipelines and loading lines will be installed to pump LNG from the storage tanks to the Product Loading Facility trestle. Loading arms will be installed at the trestle to transfer LNG to Product Vessels. Condensate pipelines will be installed to pump condensate from the condensate storage tanks to the Product Loading Facility trestle. Loading arms installed at the trestle to transfer condensate to condensate carriers.

The parties acknowledge that these Specifications are for information purposes only and will be subject to change through the DPA Development Application Procedure and that any such resulting approved change shall not require an amendment to this Deed.

Schedule 3 - Deed of Surrender

Deed of partial surrender of lease dated

Parties **Dampier Port Authority ABN 23 897 227 533** of Mof Road, Dampier,
Western Australia (**DPA**)

Chevron Australia Pty Ltd ABN 29 086 197 757 of 250 St George's Terrace,
Perth, Western Australia (**Lessee**)

Background

- A. The Lessee is the lessee from the DPA of the Premises for the Term subject to the terms of the Lease.
- B. It has been agreed between the DPA and the Lessee that the Lessee shall surrender to the DPA, the Surrendered Premises and to that extent only, the Lease and the unexpired residue of the Term, to take effect on and from the Date of Surrender.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this deed:

Date of Surrender the date of surrender described in the Schedule.

Lease the document or documents of title described in the Schedule.

Premises the premises described in the Schedule.

Schedule the schedule to this deed.

Surrendered Premises that portion of the Premises described in the Schedule.

Term the term of the Lease mentioned in the Schedule.

Other capitalised expressions shall have the meanings given to them in the Lease.

1.2 Interpretation

- (a) Except and to the extent that such interpretation shall be excluded by or be repugnant to the context, every covenant or agreement expressed or implied in this deed in which more persons than one covenant or agree shall bind such persons and every two or more of them jointly and each of them severally.
- (b) Reference to any party shall mean and include a reference to that party his successors or personal representatives (as the case may be) and transferees.
- (c) The word **person** shall include a corporation.
- (d) Words importing the feminine gender, masculine gender, singular or plural numbers shall include the masculine gender, feminine gender, plural number and singular number respectively.

- (e) The headings shall not affect the interpretation or construction of this deed.

2. Operative part

- (a) The Lessee surrenders and yields up to the DPA all that estate and interest both at law and in equity of the Lessee in and to the Surrendered Premises, and to that extent only, surrenders and yields up the Lease and the unexpired residue of the Term from the Date of Surrender to the intent that the Lease, to the extent to which it applies to the Surrendered Premises, shall from and after such date be deemed to have ceased and determined.
- (b) The DPA accepts such surrender on and from the Date of Surrender.
- (c) Each of the DPA and the Lessee hereby releases the other of them from all actions, suits, claims and demands whatsoever which, but for the execution of this deed, such releasing party might have had against the other of them for or in respect of any future breach or non-observance of any covenant, agreement or condition on the part of such other party contained or implied in the Lease in relation to the Surrendered Premises provided that such release shall be without prejudice to all actions, suits, claims and demands whatsoever which either party may have against the other for or in respect of any outstanding breach or non-observance of any covenant agreement or condition on the part of either party contained or implied in the Lease prior to the Date of Surrender and without prejudice to the obligation of the Lessee to vacate the Surrendered Premises strictly in accordance with the terms of the Lease.
- (d) The Lessee covenants it shall vacate the Surrendered Premises on or before the Date of Surrender strictly in accordance with the terms of the Lease.
- (e) As from the Date of Surrender:
- (i) the Lease shall continue to apply with full force and effect in relation to the Premises (other than the Surrendered Premises) except to the extent that it is expressly or by necessary implication varied by this deed; and
 - (ii) the rent and other moneys (if any) payable by the Lessee shall be adjusted in the manner described in the schedule.

3. GST

3.1 Definitions

Unless clearly indicated to the contrary, GST and other terms used in this clause 3 (and in other provisions of this deed where the GST meanings are expressly intended) have the meanings ascribed to those terms by the A New Tax System (Goods and Services Tax) Act 1999 or any replacement or other relevant legislation and regulations.

3.2 GST Payable

If GST is payable by the supplier of any supply that it makes under, in connection with or resulting from this deed (**Supplier**), the parties acknowledge and agree that:

- (a) any consideration provided for that supply under this deed other than under this clause 3.2 or any value deemed for GST purposes in relation to that supply (**Agreed Amount**) is exclusive of GST;

- (b) an additional amount shall be payable by the recipient of the supply (**Recipient**) equal to the Agreed Amount for that supply multiplied by the applicable rate of GST;
- (c) the additional amount is payable at the same time as any part of the Agreed Amount is to be provided for that supply;
- (d) the Supplier shall provide, prior to the due date for the provision of the Agreed Amount, a tax invoice to the Recipient that complies with the requirements of relevant legislation; and
- (e) for the avoidance of doubt, where GST is payable under this Deed in relation to a supply that is a progressive or periodic supply for the purposes of division 156 of the GST Act, the amount of GST payable under this clause 3 is limited to the amount of GST payable in relation to the progressive or periodic component of the supply.

3.3 Adjustment Event

If a party becomes aware of an adjustment event, that party agrees to notify the other party as soon as practicable after becoming so aware, and the parties agree to take whatever steps are necessary, including the issue of an Adjustment Note, and to make whatever adjustments are required to ensure that any GST or additional GST on that supply or any refund of any GST (or part thereof) is paid within fourteen (14) days of the Supplier satisfying itself that the adjustment event has occurred.

3.4 Reimbursement

If any party is entitled under this deed to be reimbursed or indemnified by another party for a cost or expense incurred in connection with this deed, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the party entitled to be reimbursed or indemnified, or by its representative member or joint venture operator.

4. Costs and duties

4.1 Costs

The parties shall each bear their own legal and other costs and expenses in connection with the preparation, execution and completion of this deed and other documentation contemplated by this deed.

4.2 Duties

The Lessee shall pay all duties and any related fines and penalties (except in circumstances where those fines or penalties have been incurred as a direct result of the actions of the DPA) in respect of this deed, the performance of this deed and each transaction effected by or made under this deed.

Schedule

1. Lease

Product Loading Facility Lease entered into between the DPA and the Lessee and dated [insert].

2. Premises

The Premises described in the Lease.

3. Surrendered Premises

That part of the Premises comprising the Surrender Area as shown on the Plan attached to this deed.

4. Term of Lease

The term commenced on [insert] and shall expire at the end of the Term as set out in the Lease.

5. Date of surrender

[insert]

Executed as a deed.

**The Common Seal of Dampier Port
Authority ABN 23 897 227 533** was affixed
in accordance with section 134 of the Port
Authorities Act 1999 in the presence of:

Signature of Chief Executive Officer

Signature of Director

Name of Chief Executive Officer in full

Name of Director in full

Date

Date

**Executed by Chevron Australia Pty Ltd
ABN 29 086 197 757** in accordance with
section 127 of the Corporations Act 2001 (Cth):

Signature of director

Signature of company secretary/director

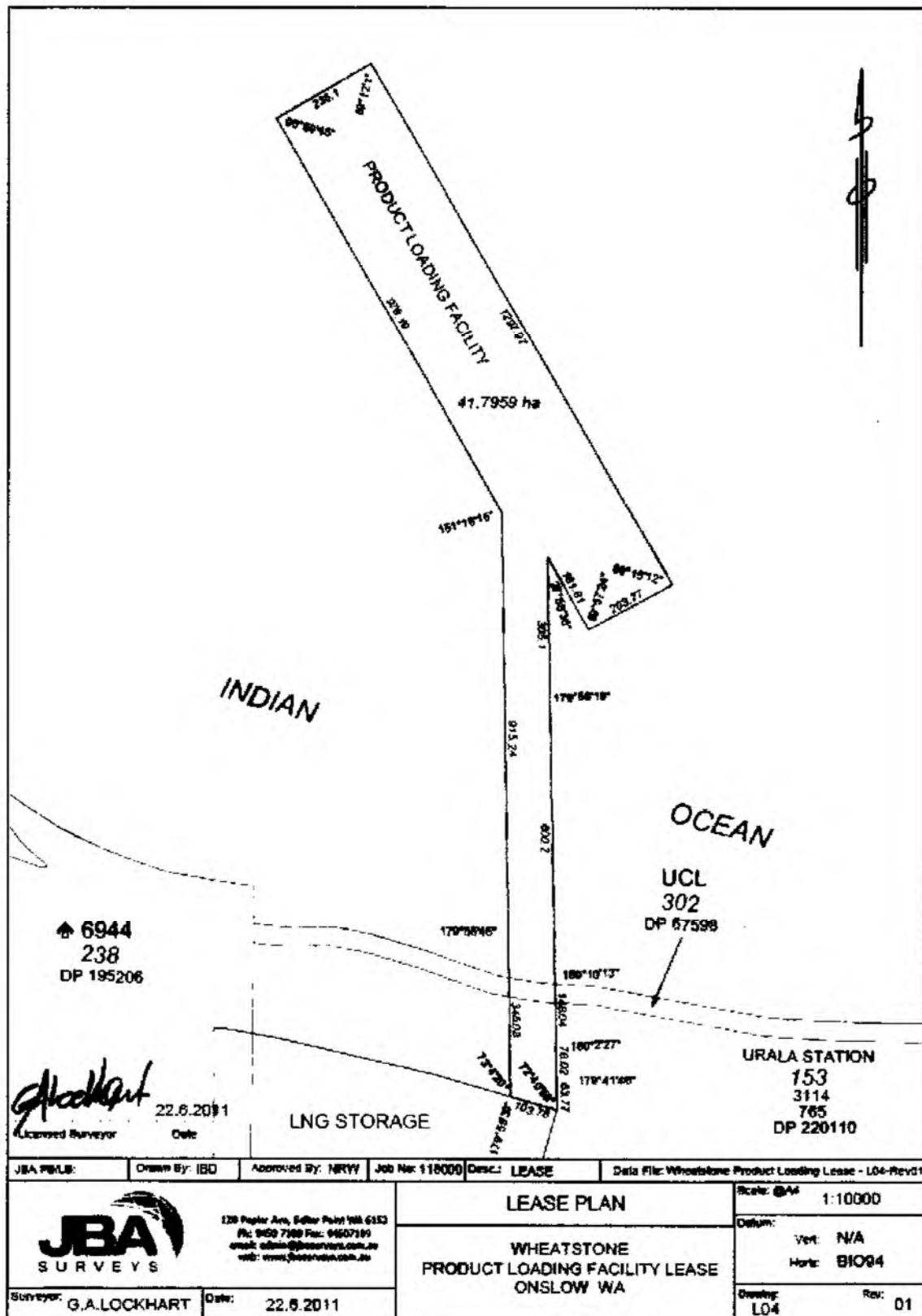
Full name of director

Full name of company secretary/director

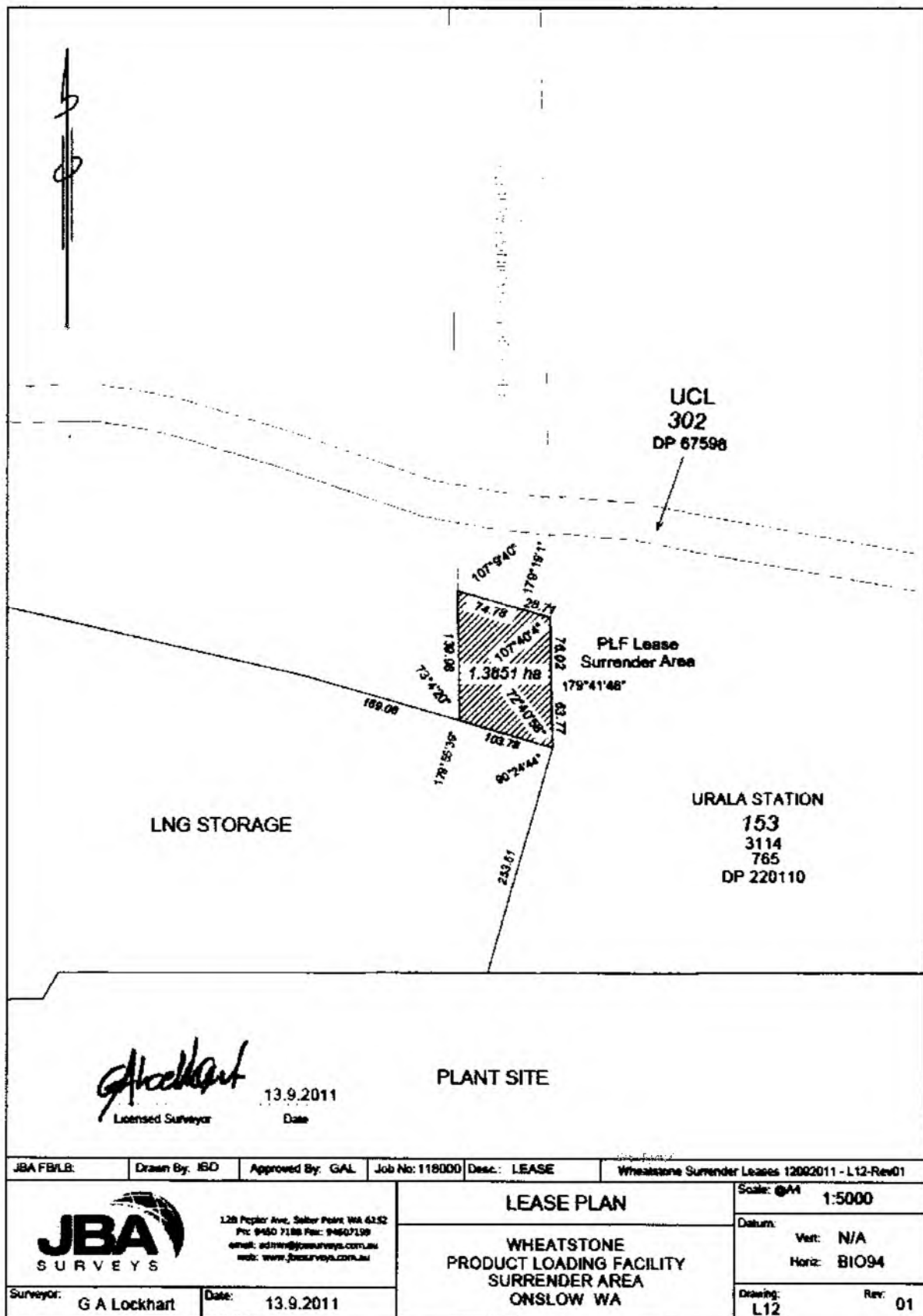
Date

Date

Annexure A -Plan of Premises



Annexure B - Plan of Corridor Area



Annexure C - Minister's Approval

Executed as a deed

The Common Seal of Dampier Port Authority ABN 23 897 227 533 was affixed in accordance with section 134 of the Port Authorities Act 1999 in the presence of:



Signature of Chief Executive Officer



Name of Chief Executive Officer in full

Date 21 September 2011



Signature of Director



Name of Director in full

Date 21 SEPT 2011

Executed by Chevron Australia Pty Ltd ABN 29 086 197 757 in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director



Full name of director

Date



Signature of company secretary/director



Director

Full name of company secretary/director

Date

ASIC Company Extract
Chevron Australia Pty Ltd

PRESCRIBE PREMISES BOUNDARY

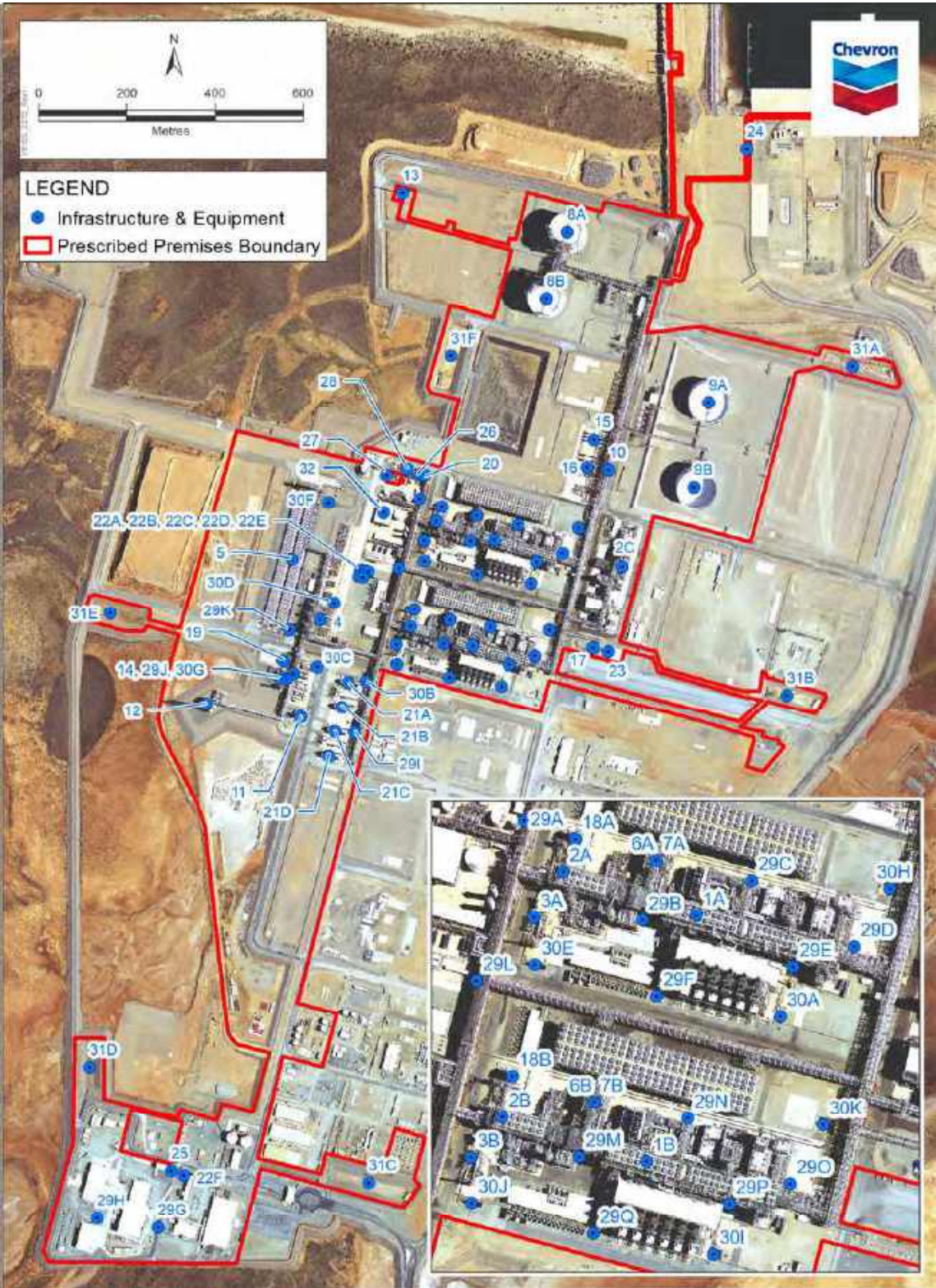


Prescribed Premises Coordinates

MGA50 X	MGA50 Y	MGA50 X	MGA50 Y	MGA50 X	MGA50 Y	MGA50 X	MGA50 Y	MGA50 X	MGA50 Y	MGA50 X	MGA50 Y	MGA50 X	MGA50 Y
293699.7	7601516.3	293756.6	7600423.9	293766.5	7600422.0	294036.1	7600098.1	293916.9	7599338.9	293869.7	7599194.1		
293700.6	7601467.1	293730.8	7600470.5	293755.7	7600383.2	293980.2	7600085.8	293854.2	7599279.6	293885.6	7599251.4		
293678.0	7601466.6	293731.3	7600529.0	293745.3	7600372.5	293877.3	7599700.9	293858.4	7599278.5	293882.5	7599258.0		
293687.3	7601149.7	293865.3	7600531.9	293725.5	7600298.6	293656.8	7599760.0	293904.9	7599270.6	293869.5	7599262.5		
293710.1	7601150.1	293865.4	7600662.9	293717.2	7600293.8	293580.5	7599473.5	293905.9	7599270.1	293768.1	7599293.1		
293711.1	7601127.2	293872.5	7600671.9	293700.1	7600297.5	293662.3	7599451.2	293906.5	7599269.5	293420.1	7599386.4		
293688.4	7601126.8	294079.1	7600673.4	293697.4	7600287.0	293670.9	7599425.4	293906.9	7599268.7	293401.3	7599315.4		
293697.4	7600810.9	294078.9	7600732.4	293672.5	7600293.6	293677.1	7599415.0	293907.1	7599267.8	293044.7	7599410.0		
293720.2	7600811.4	294088.9	7600732.4	293642.1	7600175.7	293861.2	7599362.8	293907.0	7599267.0	292847.1	7598653.0		
293721.3	7600762.3	294089.0	7600667.6	293761.6	7600191.0	293898.3	7599362.6	293904.9	7599259.2	292937.2	7598629.1		
293696.4	7600761.8	294083.0	7600663.5	294033.2	7600126.1	293904.9	7599407.8	293943.7	7599248.8	292904.4	7598508.2		
293707.0	7600442.7	293877.3	7600662.7	294037.2	7600140.9	293910.9	7599406.1	293941.8	7599241.9	292814.8	7598532.1		
293735.8	7600434.7	293875.3	7600656.0	294044.8	7600146.2	293915.5	7599393.9	293951.4	7599239.3	292757.7	7598300.9		
293703.2	7600309.2	293874.9	7600526.5	294200.2	7600109.3	294044.8	7599358.1	293952.3	7599233.8	292901.4	7598265.2		
293717.0	7600305.3	293868.4	7600521.9	294218.6	7600062.3	294048.5	7599352.2	293908.6	7599181.1	292912.5	7598312.0		
293737.4	7600381.1	293740.6	7600521.9	294212.9	7600053.2	294048.5	7599345.6	293903.8	7599180.0	293043.4	7598277.5		
293746.9	7600388.3	293740.8	7600472.1	294204.8	7600052.4	294024.0	7599310.5	293871.4	7599188.9	293070.2	7598368.4		
293138.2	7598348.1	293127.9	7598238.7	292764.0	7598277.0	292284.1	7598065.6	292338.5	7598337.4	292408.8	7598574.6		
293113.2	7598252.9	293089.0	7598188.3	292709.0	7598062.4	292270.9	7598087.8	292342.7	7598575.3	292409.2	7598434.4		
292575.8	7598392.1	293138.2	7598348.1	292764.0	7598277.0	292338.5	7598337.4	292575.8	7598392.1	292746.6	7598406.9		
292584.8	7598411.0	293113.2	7598252.9	292709.0	7598062.4	292342.7	7598575.3	292584.8	7598411.0	292746.6	7598406.9		
292664.0	7598387.8	293127.9	7598238.7	292284.1	7598065.6	292408.8	7598574.6	292664.0	7598387.8				
292676.2	7598424.3	293089.0	7598188.3	292270.9	7598087.8	292409.2	7598434.4	292676.2	7598424.3				

MGA50 X	MGA50 Y	MGA50 X	MGA50 Y	MGA50 X	MGA50 Y	MGA50 X	MGA50 Y	MGA50 X	MGA50 Y	MGA50 X	MGA50 Y	MGA50 X	MGA50 Y	MGA50 X	MGA50 Y
293138.2	7598348.1	292783.9	7598540.3	292511.1	7599549.8	293073.3	7600511.7	293692.4	7600800.1	293658.5	7601671.8				
293113.2	7598252.9	292709.6	7598560.1	292512.9	7599536.3	293116.5	7600500.1	293683.1	7601132.4	293084.3	7599853.8				
293127.9	7598238.7	292691.6	7598583.4	292510.0	7599524.1	293100.2	7600437.9	293705.3	7601132.1	293691.5	7601690.8				
293089.0	7598188.3	292685.3	7598616.2	292581.4	7599505.0	293184.5	7600414.7	293705.1	7601143.8	293056.2	7599861.0				
292764.0	7598277.0	292637.7	7599055.4	292710.0	7599954.2	293189.0	7600429.7	293682.1	7601143.0	293639.9	7601780.2				
292709.0	7598062.4	292619.7	7599109.4	292993.9	7599881.6	293205.4	7600424.8	293671.5	7601475.6	293648.6	7601785.2				
292284.1	7598065.6	292540.3	7599263.9	293003.4	7599917.0	293201.5	7600410.3	293693.7	7601476.2	293452.9	7599458.3				
292270.9	7598087.8	292531.8	7599302.0	293173.7	7599871.3	293326.3	7600376.4	293050.4	7599838.2	293686.1	7601720.2				
292338.5	7598337.4	292540.3	7599359.1	293214.1	7600024.4	293329.8	7600390.7	293693.7	7601508.9	293438.1	7599404.4				
292342.7	7598575.3	292577.2	7599490.2	293150.5	7600041.3	293343.6	7600386.9	293077.2	7599831.3	293725.5	7601743.0				
292408.8	7598574.6	292506.4	7599509.2	293143.5	7600056.2	293371.6	7600495.9	293674.6	7601508.4	293852.2	7599293.2				
292409.2	7598434.4	292499.1	7599497.1	293196.1	7600239.6	293538.7	7600449.9	293079.6	7599838.9	293751.6	7601697.6				
292575.8	7598392.1	292460.7	7599496.9	293293.6	7600211.3	293546.0	7600473.7	293670.1	7601654.3	293902.3	7599342.8				
292584.8	7598411.0	292367.5	7599522.8	293334.8	7600363.5	293700.3	7600437.8	293085.4	7599837.5	293676.5	7601654.2				
292664.0	7598387.8	292362.2	7599535.0	293074.6	7600434.3	293692.4	7600769.6	293087.0	7599843.4	293866.8	7599349.6				
292676.2	7598424.3	292373.6	7599575.0	293084.6	7600475.2	293716.2	7600769.9	293668.5	7601654.3	293681.0	7601516.3				
292746.6	7598406.9	292387.1	7599582.1	293064.9	7600480.5	293715.7	7600800.9	293082.1	7599844.9	293667.0	7599406.8				
293655.1	7599436.7	293590.9	7599452.8	293583.3	7599423.4	292586.0	7598383.0	292471.1	7598413.8	292445.5	7598318.0				
292560.3	7598287.2														

ATTACHMENT 2



ATTACHMENT 2

