

AUSTRALIAN MARINE OIL SPILL CENTRE PTY LTD

CENTRE RULES

The following regulations are passed as Centre Rules pursuant to Article 120 of the Articles of Association of Australian Marine Oil Spill Centre Pty Ltd, and may only be amended or repealed in accordance with Article 120.

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these Centre Rules, unless the context otherwise requires:

“Adjacent Waters” means internal or external waters within the area shown in the light shaded area on the map in Attachment b;

“Affiliate” in respect of a company means:

- (a) the ultimate holding company of that company;
- (b) any company controlled by that ultimate holding company; or
- (c) any company controlling or controlled by that company.

In this definition one company controls another when at the relevant time it owns either directly or indirectly the majority of the shares carrying the right to vote at general meetings of that other company. A company is an ultimate holding company when at the relevant time it controls another company but itself is not controlled by another company. Nothing in this definition prevents a company from having more than one ultimate holding company;

“AIP” means Australian Institute of Petroleum Ltd;

“AMOSC” means Australian Marine Oil Spill Centre Pty Ltd;

“Australian Waters” means internal or external waters within and bounded by the outer limits of the Australian fishing zone (as defined in the Commonwealth Fisheries Act 1952 as amended) and the extensions thereto shown in the dark shaded area on the map in Attachment B;

“Equipment” means any oil spill equipment and materials held or acquired by AMOSC from time to time and hired pursuant to a Hiring Agreement;

“Hiring Agreement” means any agreement for the Hire of Equipment from AMOSC which complies with Sections 4 and 6 of these Centre Rules and which is substantially in the form and to the effect of the agreement set out in Attachment D or such other form as may be approved from time to time by the Board of AMOSC.

“Participating Company” means any company listed in Attachment A which has not ceased to be a Participating Company under Clause 5.2 and any company which becomes a Participating Company under Clause 5.1, and in each case includes an Affiliate of any such company;

“Non-participating Company” means a person (including a Government department or statutory body) who is not a Participating Company.

1.2 Words and phrases defined in the Articles of Association of AMOSC as adopted on 3 June 1991 have the same meaning in these Centre Rules.

2. TRAINING COURSE RATES

A. PARTICIPATING COMPANIES

2.1 A Participating Company shall pay charges for training provided by AMOSC at discount rates fixed for Participating Companies from time to time by the Board of AMOSC. The rates fixed shall cover AMOSC's direct operating cost of such training, including but not limited to transport of Equipment and personnel to and from AMOSC's premises, accommodation and meals, hire of outside equipment

for course activities, fuel costs for running of oil spill equipment, costs associated with guest lecturers, course manuals and handouts (allocated, where appropriate, in proportion to the number of personnel attending).

B. NON-PARTICIPATING COMPANIES

2.2 A Non-participating Company shall pay standard charges for training provided by AMOSC at the rates fixed pursuant to Clause 2.1 from time to time by the Board of AMOSC.

3. HIRING RATES

A. PARTICIPATING COMPANIES

3.1 A Participating Company shall pay discount rates for the hire of Equipment from AMOSC, hiring and other charges fixed from time to time by the Board of AMOSC. The hiring and other charges shall cover AMOSC's direct costs associated with transport and use of the Equipment, including but not limited to, transport of Equipment from its location when hired to the location where it is required and subsequent return to AMOSC's premises, fuel charges for Equipment used and the travel, accommodation and living costs of AMOSC personnel when required to attend at a spill location or to provide training or other services, plus a surcharge determined from time to time by the AMOSC Board to cover wear and tear to the Equipment and, without limitation in any way to the foregoing, such other items as the Board of AMOSC may from time to time determine. A Participating Company shall also reimburse AMOSC for costs AMOSC incurs on its behalf under any Hiring Agreement or otherwise.

3.2 The Equipment shall be returned in good working order or be replaced. If any Equipment is not returned or is returned in other than good working order, the Participating Company must pay the costs incurred by AMOSC to replace or repair that Equipment.

B. NON-PARTICIPATING COMPANIES

3.3 A Non-participating Company shall pay standard hiring and other charges fixed from time to time by the Board of AMOSC. The charges fixed must cover the costs referred to in Clause 3.1, plus a surcharge determined from time to time by the AMOSC Board to cover wear and tear to the Equipment and, without limitation in anyway to the foregoing, such other items as the Board of AMOSC may from time to time determine. A Non-participating Company shall also reimburse AMOSC for costs AMOSC incurs on its behalf under any Hiring Agreement or otherwise.

3.4 The Equipment shall be returned in good working order or be replaced. If any Equipment is not returned or is returned in other than good working order, the Non-participating Company must pay the costs incurred by AMOSC to replace or repair that Equipment.

4. RIGHTS TO USE EQUIPMENT

A. PARTICIPATING COMPANIES

4.1 Subject to its first entering into a Hiring Agreement with AMOSC and subject also to Clause 4.3, a Participating Company is entitled to use at any time for threatened or actual oil spills in Australian Waters all the Equipment held at the premises of AMOSC.

- 4.2** Subject to its first entering into Hiring Agreement with AMOSC and subject also to Clause 4.3, a Participating Company is entitled to use at any time for threatened or actual oil spills in Adjacent Waters the Equipment described in Attachment C. In addition, a Participating Company is entitled within Adjacent Waters to use all other Equipment held at the premises of AMOSC upon the AMOSC Board giving its prior approval.
- 4.3** Where more than one Participating Company requires Equipment at the same time for a threatened or actual oil spill, whichever makes the first request is entitled to use all the Equipment held at the premises of AMOSC (or, in the case of a spill in Adjacent Waters, all of the Equipment described in Attachment C) which is reasonably requested by it, to deal with the relevant spill unless the Board resolves otherwise in a particular case, having regard to the relative seriousness of the spills.
- 4.4** Subject to its first entering into a Hiring Agreement with AMOSC and subject also to Clause 4.7, a Participating Company is entitled to use at any time for training Equipment specified from time to time by the Board of AMOSC.

B. NON-PARTICIPATING COMPANIES

- 4.5** Subject to the prior approval of the AMOSC Board, to its first entering into a Hiring Agreement with AMOSC, and to Clause 4.7, a Non-participating Company may use at any time, for threatened or actual oil spills in Australian Waters, all the Equipment held at the premises of AMOSC, and in Adjacent Waters, the Equipment described in Attachment C. It is expected (but not represented) that Board approval will ordinarily be given unless a Participating Company informs AMOSC that it requires the relevant Equipment for its own use in responding to a threatened or actual oil spill in which case the Participating Company will have priority.
- 4.6** Subject to its first entering into a Hiring Agreement with AMOSC, to Clause 4.7 and to the prior approval of the Board of AMOSC, a Non-participating Company is entitled to use at any time for training Equipment specified from time to time by the Board of AMOSC.
- 4.7** The AMOSC Board may at any time recall Equipment from a Non-participating Company, or from a Participating Company which has hired Equipment for training, for use by another Participating Company in responding to an actual or threatened oil spill. A Participating Company or Non-participating Company which receives notice of recall shall return the Equipment to AMOSC by the fastest possible means. If it fails to do so and the AMOSC Board decides to obtain any equipment from an overseas oil spill response centre to meet the requirements of the other Participating Company in responding to an actual or threatened oil spill, the actual cost of procuring, importing, deploying and returning that equipment shall be paid by the Participating Company or Non-participating Company which has received notice of recall, less hiring and other charges determined by the AMOSC Board for that equipment on a basis comparable to AMOSC's normal hiring charges for comparable equipment, which shall be paid by the other Participating Company.

5. ENTRY AND EXIT OF PARTICIPATING COMPANIES

- 5.1** At the request of a Non-participating Company which is a member of AIP, ("the applicant") the AMOSC Board may, by resolution, allow the applicant to become a Participating Company on condition that the applicant undertakes to pay such increased subscriptions to AIP as are specified or referred to in the resolution. In determining the increased subscription, the Board or its delegate may have regard to what in the opinion of the Board or its delegate is the applicant's likely exposure to risks associated with oil spills, the amount which existing

Participating Companies have previously paid to AIP, AMOSC's set-up costs, capital equipment initially purchased for AMOSC and costs which will be incurred by AMOSC in acquiring and operating its facilities.

- 5.2 a Participating Company ("the retiree") may cease to be a Participating Company by giving written notice to AMOSC. The notice takes effect thirty (30) days after receipt by AMOSC. The retiree shall not thereafter be entitled to any of the benefits of a Participating Company or subject to any of the obligations except those obligations incurred prior to the notice taking effect, including payment to AIP of any outstanding subscriptions referred to in Clause 5.1. A subscription is deemed to be outstanding if the invoice has been rendered, whether or not payment is due.
- 5.3 The companies which at the date of incorporation are Participating Companies have undertaken to pay increased subscriptions to AIP in the proportions set out in Attachment A.
- 5.4 Where a company becomes a Participating Company or ceases to be a Participating Company, the Board or its delegate shall adjust the proportions referred to in Attachment A, other than any proportion of less than 8 percent, in such a manner as the Board or its delegate determines, so that the sum of all the proportions, where each is expressed as a percentage, always totals 100 percent.

6. LIABILITY

- 6.1 The liability of AMOSC (if any), in relation to the activities of AMOSC, its Affiliates and each of the directors, employees and agents of any of them (including liability for advice on the use of Equipment, liability for any matter on which a hirer of Equipment has sought advice and liability in relation to a determination of the location of a threatened or actual oil spill and the consequent availability of Equipment under the Centre Rules) is limited to non-excludable statutory liability and to liability (other than for consequential loss) arising from the wilful misconduct of any such person.
- 6.2 The liability of AMOSC's Affiliates and each of the directors, employees and agents of any of them (if any) in relation to the activities of AMOSC (such activities being as amplified in Clause 6.1) is limited to non-excludable statutory liability.
- 6.3 The liability (if any) of a Participating Company in relation to the activities of AMOSC (such activities being as amplified in Clause 6.1) is limited to liability arising under a Hiring Agreement executed by the Participating Company.

7. ADVICE

AMOSC may not provide advice to a Participating Company or a Non-participating Company in relation to an actual or threatened oil spill unless that Participating Company or Non-participating Company has first entered into a Hiring Agreement with AMOSC.

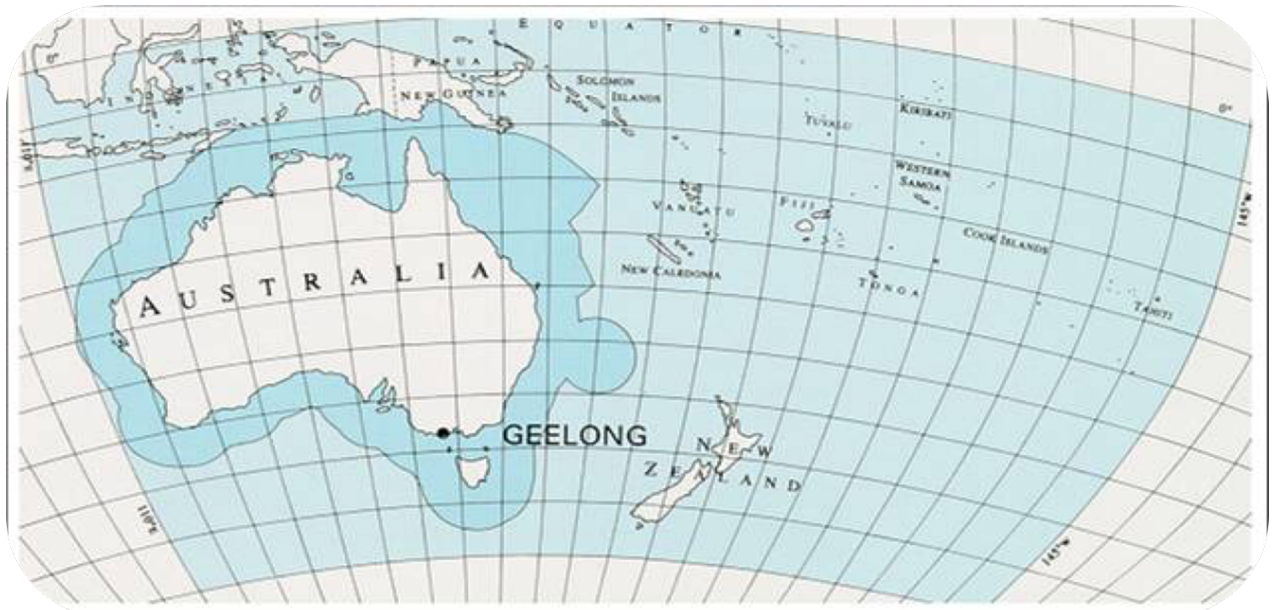
8. AGENCY

AMOSC shall not act as, or hold itself out as, the agent of any of the Participating Companies or of AIP or any Affiliate of any of them.

ATTACHMENT A – list of Participating Companies as at 2018

- BHP Billiton Petroleum Pty Ltd
- BP Shipping Ltd
- Caltex Australia Ltd
- Chevron Australia Pty Ltd
- Esso Australia Pty Ltd
- Quadrant Energy Australia Ltd
- Santos Ltd
- Shell Australia Pty Ltd
- Viva Energy Australia Pty Ltd
- Woodside Energy Ltd

ATTACHMENT B – Adjacent Waters Map



ATTACHMENT C – Adjacent Waters Equipment Pack*Amended May 2018 – BM115*

Equipment	Overseas pack
Ro-boom	1000m (5 reels)
Beach Guardian boom	500m
Zoom boom – rapid deployment	600m
GT 185 skimmer	1 system
30K Vikoma skimmer	1 system
6" oil mop	1 system
Ro-vac units	2 systems
Portable tanks	2
Dispersant	100m ³
Dispersant delivery system	2 systems
Satellite Tracking Buoys	3
Offshore Drill kits	3 (10' container; 1 AFEDO system; 4m ³ dispersant; sorbents; 2 x tracking buoys)