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**DAMPIER TO BUNBURY PIPELINE ACT 1997**  
TRANSFER ORDER

Made by the Minister under Section 15(1)

I, Colin James Barnett, Minister for Energy, order that—

- (a) the time that Gas Corporation's Bank confirms to Gas Corporation and the Buyer that the balance of the Purchase Price paid by the Buyer to Gas Corporation under clause 4.2(b) of the Asset Sale Agreement is cleared and immediately available to Gas Corporation, is to be the transfer time for this order;
- (b) each asset of Gas Corporation specified in Column 1 of Part 1 of Table B, but not any asset specified in Part 2 of Table B, is, by operation of section 16, to be assigned to the person specified or referred to opposite that asset in Column 2 of Part 1 of Table B;
- (c) each liability of Gas Corporation specified in Column 1 of Part 1 of Table C, but not any liability specified in Part 2 of Table C, is, by operation of section 16, to be assigned to the person specified or referred to opposite that liability in Column 2 of Part 1 of Table C; and
- (d) subject to paragraph (c) of this order, each agreement and instrument specified or referred to in Column 1 of Part 1 of Tables B and C is, by operation of section 16, to have effect as if references to the person specified or referred to in Column 2 of Part 1 of Tables B and C were substituted for references to Gas Corporation, in its capacity as the holder of Rights in the assets the subject of this order, in the relevant agreement or instrument.

Unless the contrary intention appears, words and expressions used in this order have the meaning ascribed by the Act or specified in Table A.

The schedules referred to in this order have been signed by me for identification and may be inspected during normal office hours at Level 7, 1 William Street, Perth.

TABLE A  
DEFINITIONS

**"Access Rights"** means the access rights conferred on Gas Corporation pursuant to section 34 of the Act by the DBNGP Land Access Minister under an instrument dated 20 March 1998.

**"Act"** means the Dampier to Bunbury Pipeline Act 1997.

**"Alcoa Agreement"** means the agreement dated 7 February 1983 between Alcoa of Australia Limited (ACN 004 879 298) and The State Energy Commission of Western Australia, as amended by instruments of amendment up to and including Deed of Amendment No. 3 between Gas Corporation and Alcoa of Australia Limited dated 30 December 1997.

**"Alignment Sheets"** means those Gas Corporation alignment sheets, showing the location of the privatized DBNGP system, referred to in the Schedules and copies of which are available for inspection during normal office hours at Level 7, 1 William Street, Perth.

**"Asset Sale Agreement"** means the agreement between Gas Corporation, the Buyer and the Parent Entities dated 3 March 1998 for the sale of the assets and liabilities therein described as contemplated in section 13 of the Act.

**"Books and Records"** means originals and copies in machine readable or printed form (of the whole or relevant parts or extracts thereof) of all registers, books, reports, correspondence, files, records, accounts or documents, immediately prior to the transfer time, owned by an Entity and used or generated since commencement of construction of the corporation's DBNGP system in connection with or which are otherwise required for, the ownership, operation and maintenance of the assets the subject of this order.

**"Buyer"** means Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289) as trustee for the Epic Energy WA Pipeline Trust, Epic Energy (WA) Transmission Pty Ltd (ACN 081 609 190) and Epic Energy (WA) Investments Pty Ltd (ACN 081 609 243).

**“Compressor Station Facilities”** means:

- (a) the compressor station units described in Schedule 1;
- (b) the compressor station equipment, immediately prior to the transfer time, used by Gas Corporation solely for or in relation to operation of the assets the subject of this order including, without limiting the generality of that class of asset, the equipment described in Schedule 1; and
- (c) the aftercoolers described in Schedule 1;

located approximately as shown in the route map in Schedule 2.

**“Computer and Telecommunication Equipment”** means the computer and telecommunication equipment, immediately prior to the transfer time, used by Gas Corporation solely for or in relation to operation of the assets the subject of this order including, without limiting the generality of that class of asset, the mobile radios, cellular phones, satellite telephones, PABX, personal computers, network servers, workstations, network and desktop printers, facsimile machines and photocopiers, and any associated operating software, described in Schedule 3.

**“Department of Land Administration Plans”** means those plans showing the location of the privatized DBNGP system, referred to in Schedules 8 and 9, and copies of which are available for inspection during normal office hours at Level 7, 1 William Street, Perth.

**“DBNGP Shippers Contracts”** means, collectively, the contracts described in Schedule 4.

**“Employees”** means employees of the Service Company.

**“Entity”** means Gas Corporation and Dampier to Bunbury Pipeline Employment Pty Ltd (ACN 080 679 732) severally, as the case requires.

**“Entities”** means Gas Corporation and Dampier to Bunbury Pipeline Employment Pty Ltd (ACN 080 679 732) collectively.

**“Freehold Land”** means, collectively, the land described in Schedule 5 and all fixed improvements thereon, to be assigned to the Buyer subject to the State corridor rights which pass to the DBNGP Land Access Minister under section 31 of the Act.

**“Furniture and Fittings”** means the furniture and fittings used by Gas Corporation, immediately prior to the transfer time, solely in or in relation to operation of the assets the subject of this order including, without limiting the generality of that class of asset, Rights under an agreement under which Gas Corporation, upon paying the lease rentals, has the right to use plant and equipment, under chattel lease(s), located on the 7<sup>th</sup> Floor at 239 Adelaide Terrace, Perth.

**“Gas Chromatographs”** means the gas chromatographs used or to be installed on the Main Line Pipe at Main Line Valve 30 (MLV 30), compressor station facility 6 (CS 6) and the Kwinana Junction inlet point (BP-LPGI) and outlet point (BP-LPGO) for the Wesfarmers LPG Pty Ltd plant, respectively referred to in Schedule 7.

**“Gas Corporation”** means Gas Corporation, a body corporate established by the Gas Corporation Act 1994.

**“Gas Corporation’s Bank”** means Bank of Western Australia Ltd or Reserve Bank of Australia.

**“Gas Corporation’s Other Business”** means the business and operations of Gas Corporation other than the Transmission Division.

**“Governmental Agency”** means, in respect of the relevant country, any government or governmental, semi-governmental, administrative, fiscal or judicial body, responsible minister, department, office, commission, delegate, authority, instrumentality, tribunal, board, agency, entity or organ of government, whether federal, state, territorial or local, statutory or otherwise, anywhere in the world.

**“Intellectual Property Rights”** means all rights (including rights of ownership, rights or licences to use, rights arising through use and rights the subject of applications to register) of the Entities or either of them, immediately prior to the transfer time, in respect of:

- (a) all know-how, trade secrets, ideas, concepts, technical and operational information and other information relating to the assets the subject of this order which, by its nature, or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential to any Entity or to any third party with whose consent or approval any Entity uses the confidential information;
- (b) the tenure audit report and all plans, diagrams and all other information prepared to identify land to become the DBNGP corridor compiled prior to the transfer time; and
- (c) all designs, copyright, methods, inventions (whether patented or not), patents, eligible layout rights, product names, computer software and other industrial and intellectual property rights, whether Australian or foreign, that are subsisting in, owned, used or licensed for use by the Entities or either of them in connection with the assets the subject of this order (whether or not registered and whether within or outside Australia).

**“Lateral Pipes”** means the pipe comprising the 9 lateral sections of the corporation’s DBNGP system (the description and specification of which are set out in Schedule 6) from the branching points to the outlet points respectively referred to in Schedule 7.

**“Law”** includes any constitutional provision, treaty, decree, convention, statute, act, regulation, rule, ordinance, proclamation, subordinate legislation, by-law, judgment, rule of common law or equity, rule, ruling or guideline by a competent entity exercising jurisdiction in the relevant matter, including a rule, ruling or guideline of the Federal Treasurer, Foreign Investment Review Board, the Australian Competition & Consumer Commission or National Competition Council or any other Governmental Agency.

**“Linepack”** means the gas in the Main Line Pipe and Lateral Pipes.

**“Main Line Pipe”** means the pipe (the specification of which is set out in Schedule 8) comprising the main line of the corporation’s DBNGP system running from the inlet point I1-01-North West Shelf Joint Venturers, including Harriet inlet point I1-02, Turbridgi inlet point I3-01 and Griffin inlet point I3-02 described in Schedule 7, to each of the branching points respectively referred to in Schedule 7 and ending at MLV 157.

**“Main Line Valves”** means the 157 main line valves of the Main Line Pipe described in Schedule 9.

**“Meter Stations”** means the outlet meter stations, compressor station meter stations and check meter stations on the Main Line Pipe and Lateral Pipes more particularly described in Schedule 10.

**“Microwave Communication System”** means Gas Corporation’s interest, immediately prior to the transfer time, in the microwave communication system, jointly owned by Gas Corporation and Western Power for the Main Line Pipe, together with the contracts for its joint use and maintenance, more particularly described in Schedule 11.

**“Odourant Facilities”** means the odourant facilities on the Main Line Pipe, more particularly described in Schedule 12.

**“Operating Contracts”** means, collectively, all the current operating contracts, immediately prior to the transfer time, pursuant to which Gas Corporation has contracted to acquire Rights, goods or services to be applied in the ongoing operation of the assets the subject of this order including, without limiting the generality of that class of asset, those formal contracts, commitments and orders placed by Gas Corporation for such Rights, goods or services described in Schedule 13.

**“Operational Payments”** means monies paid or to be paid for goods, services or Rights provided or delivered to Gas Corporation or the Buyer, and for goods, services or Rights to be delivered to Gas Corporation or the Buyer, as the case may be, in the ordinary course of business of the Transmission Division (excluding any monies paid or to be paid relating to employees of Dampier to Bunbury Pipeline Employment Pty Ltd (ACN 080 679 732)) or in the use or operation of the assets the subject of this order.

**“Operational Receipts”** means monies received or to be received for goods, services or Rights provided or delivered by Gas Corporation or the Buyer, and for goods, services or Rights to be delivered by Gas Corporation or the Buyer, as the case may be, in the ordinary course of business of the Transmission Division or in the use or operation of the assets the subject of this order.

**“Parent Entities”** means El Paso Natural Gas Company, Consolidated Natural Gas Company, AMP Life Limited (ACN 079 300 379), SAS Trustee Corporation, Utilities of Australia Pty Limited (ACN 063 384 127) as trustee of the Utilities Trust of Australia and Perpetual Trustees Victoria Limited (ACN 004 027 258) as trustee for Australian Infrastructure Fund.

**“Premises Leases”** means, collectively, the instruments, recording the terms of Gas Corporation’s rights in respect of premises, not owned by Gas Corporation, occupied by Gas Corporation as a lessee, sub-lessee or licensee which are described in Schedule 14.

**“Retained Matters”** means those Books and Records or Intellectual Property Rights or any other matter or information to be retained by Gas Corporation, as described in Schedule 20.

**“Revenue Contracts”** means all the revenue contracts described in Schedule 15.

**“Right”** means any right, power, privilege or immunity whether actual, contingent or prospective, or of a capital or revenue character relating to or attaching or accruing by reason only of ownership, rights of use of or contractual entitlement to any relevant property or services.

**“SCADA System”** means the Foxboro Leeds and Northrup Australia LN 2068 Gas Supervisory Control and Data Acquisition microcomputer system for the privatized DBNGP system more particularly described in Schedule 16.

**“Schedule”** means a schedule of this order.

**“Service Company Share”** means the sole issued share in the capital of Dampier to Bunbury Pipeline Employment Pty Ltd (ACN 080 679 732).

**“Software Licence”** means the information technology software licence agreement between Western Power and Gas Corporation dated 30 December 1997.

**“Specialised Equipment”** means the specialised equipment used by Gas Corporation, immediately prior to the transfer time, solely for or in relation to operation of the assets the subject of this order including, without limiting the generality of that class of asset, testing equipment, specialised plant, tools, split sleeves, hot tapping equipment and general operating equipment.

**“Stage 2 Enhancement Contracts”** means the contracts, commitments, undertakings or orders, immediately prior to the transfer time, for the provision of goods or services, for construction and commissioning of the enhancement to the assets the subject of this order commenced in 1995 and which was substantially completed in January 1998 to increase the average full haul capacity of the privatized DBNGP system at 100% load factor by approximately 36TJ per day, including without limiting the generality of that class of asset, those formal contracts, commitments and orders for such goods or services described in Schedule 17.

**“Stage 3 Enhancement Contracts”** means the contracts, commitments, undertakings or orders, immediately prior to the transfer time, for the provision of goods or services, for construction and commissioning of any future enhancements to the assets the subject of this order beyond that provided for in the Stage 2 Enhancement Contracts including, without limiting the generality of that class of asset, those formal contracts, commitments and orders for such goods or services described in Schedule 18.

**“Spare Parts”** means all the inventory of spare parts (other than Strategic Spares) held for use, immediately prior to the transfer time, solely for or in relation to operation of the assets the subject of this order.

**“Strategic Spares”** means the stock of key spare parts held for use, immediately prior to the transfer time, for the replacement of parts relating to significant capital assets comprised in the privatised DBNGP system, including, without limiting the generality of that class of asset, main line pipe (including elbow joints and special concrete coated pipeline for river crossings), ball valves, turbine meters, compressor overhaul spares, vane assemblies, clutch assemblies, bearings, gearboxes, accessory drives, a turbine engine, thermocouples, pumps, seals, regulating valves, shuttle valves and generators

**“Transmission Division”** means the division of Gas Corporation responsible for the operation and maintenance of the corporation’s DBNGP system and entry into and administration of the contracts relating to the corporation’s DBNGP system.

**“Vehicles and Machines”** means the vehicles and machines together with any licences for their use under the Road Traffic Act 1974, described in Schedule 19.

**“Western Power”** means the body corporate established as the Electricity Corporation under the Electricity Corporation Act 1994.

TABLE B  
ASSIGNMENT OF ASSETS

Part 1—Assigned Asset

Column 1		Column 2	
Item	Asset	Item	Specified Person
1	Access Rights.	1	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
2	Alcoa Agreement.	2	Epic Energy (WA) Transmission Pty Ltd (ACN 081 609 190)
3	Books and Records.	3	Epic Energy (WA) Transmission Pty Ltd (ACN 081 609 190)
4	Compressor Station Facilities.	4	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
5	Computer and Telecommunication Equipment.	5	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
6	DBNGP Shippers Contracts.	6	Epic Energy (WA) Transmission Pty Ltd (ACN 081 609 190)
7	Freehold Land.	7	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
8	Furniture and Fittings.	8	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
9	Gas Chromatographs.	9	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
10	Intellectual Property Rights.	10	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
11	Lateral Pipes.	11	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
12	Linepack.	12	Epic Energy (WA) Transmission Pty Ltd (ACN 081 609 190)
13	Main Line Pipe.	13	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
14	Main Line Valves.	14	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
15	Meter Stations.	15	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
16	Microwave Communication System.	16	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
17	Odourant Facilities.	17	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
18	Operating Contracts.	18	Epic Energy (WA) Transmission Pty Ltd (ACN 081 609 190)
19	Premises Leases.	19	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
20A	Revenue Contracts (other than leases of Freehold Land to Employees).	20A	Epic Energy (WA) Transmission Pty Ltd (ACN 081 609 190)
20B	Revenue Contracts comprising leases of Freehold Land to Employees	20B	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)



<b>Column 1</b>		<b>Column 2</b>	
Item	Asset	Item	Specified Person
21	SCADA System.	21	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
22	Service Company Share.	22	Epic Energy (WA) Investments Pty Ltd (ACN 081 609 243)
23	Software Licence.	23	Epic Energy (WA) Transmission Pty Ltd (ACN 081 609 289)
24	Specialised Equipment	24	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
25	Stage 2 Enhancement Contracts.	25	Epic Energy (WA) Transmission Pty Ltd (ACN 081 609 190)
26	Stage 3 Enhancement Contracts.	26	Epic Energy (WA) Transmission Pty Ltd (ACN 081 609 190)
27A	Spare Parts.	27A	Epic Energy (WA) Transmission Pty Ltd (ACN 081 609 190)
27B	Strategic Spares	27B	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
28	Vehicles and Machines.	28	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
29	Operational Receipts on and after the day of the transfer time including any apportionment payment required to be made by Gas Corporation to the Buyer pursuant to the Asset Sale Agreement.	29	Epic Energy (WA) Transmission Pty Ltd (ACN 081 609 190)
30A	All other assets, agreements or Rights acquired, ordered or entered into by Gas Corporation, up to the point in time immediately prior to the transfer time, in replacement or substitution for those referred to in this Part 1 of Table B in conformity with the Asset Sale Agreement and in the ordinary course of operations or as required by a Law, for use or application solely in relation to operation of the assets the subject of this order.	30A	The person specified, earlier in Column 1 of Part 1 of this Table B opposite an asset, earlier referred to, substituted or replaced.
30B	All other assets, agreements or Rights acquired, ordered or entered into by Gas Corporation, up to the point in time immediately prior to the transfer time, additional to those referred to in this Part 1 of Table B in conformity with the Asset Sale Agreement and in the ordinary course of operations or as required by a Law, for use or application solely in relation to operation of the assets the subject of this order, being those described in Column 1 of Schedule 21.	30B	The person specified in Column 2 of Schedule 21.

## Part 2—Excluded Asset

- 1 Any right, title or interest and State corridor rights passing to the DBNGP Land Access Minister under section 31 of the Act.
- 2 Any privilege or immunity enjoyed by Gas Corporation as an agent of the Crown except in so far as it relates to anything done or omitted to be done by Gas Corporation before the transfer time.
- 3 Retained Matters.
- 4 In relation to Intellectual Property Rights, any information which is now or hereafter comes into the public domain, other than due to a breach of the Asset Sale Agreement or information which is properly obtainable with reasonable diligence from sources other than an Entity.
- 5 Operational Receipts to but excluding the day of the transfer time other than an apportionment payment required to be paid by Gas Corporation to the Buyer pursuant to the Asset Sale Agreement.
- 6 Any asset, agreement or Right for which Gas Corporation has, up to the point in time immediately prior to the transfer time, substituted or replaced with an asset, agreement or Right referred to in Item 30A of Column 1 of Part 1 of Table B.

TABLE C  
ASSIGNMENT OF LIABILITIES

## Part 1—Assigned Liability

Column 1		Column 2	
Item	Liability	Item	Specified Person
1	<p>Each liability, duty or obligation:</p> <p>(a) whether actual, contingent or prospective, liquidated or unliquidated; or</p> <p>(b) whether owed alone or jointly or jointly and severally with any other persons,</p> <p>relating to or attaching or accruing by reason of ownership of, rights of use of or contractual entitlement under any of the assets specified as Items 1, 4, 5, 7–11, 13–17, 19, 20B, 21, 24, 27B and 28 (inclusive) in Column 1 of Part 1 of Table B of this order.</p>	1	Epic Energy (WA) Nominees Pty Ltd (ACN 081 609 289)
2	<p>Each liability, duty or obligation:</p> <p>(a) whether actual, contingent or prospective, liquidated or unliquidated; or</p> <p>(b) whether owed alone or jointly or jointly and severally with any other persons,</p> <p>relating to or attaching or accruing by reason of ownership of, rights of use of or contractual entitlement under any of the assets specified as Items 2, 3, 6, 12, 18, 20A, 23, 25–27A and 29 (inclusive) in Column 1 of Part 1 of Table B of this order.</p>	2	Epic Energy (WA) Transmission Pty Ltd (ACN 081 609 190)
3	<p>Operational Payments on and after the day of the transfer time including any apportionment payment required to be made by the Buyer to Gas Corporation pursuant to the Asset Sale Agreement.</p>	3	Epic Energy (WA) Transmission Pty Ltd (ACN 081 609 190)
4	<p>Each liability, duty or obligation:</p> <p>(a) whether actual, contingent or prospective, liquidated or unliquidated; or</p> <p>(b) whether owed alone or jointly or jointly and severally with any other persons,</p> <p>relating to or attaching or accruing by reason of ownership of, rights of use of or contractual entitlement under the asset specified as Item 22 in Column 1 of Part 1 of Table B of this order.</p>	4	Epic Energy (WA) Investments Pty Ltd (ACN 081 609 243)
5A	<p>Each liability, duty or obligation:</p> <p>(a) whether actual, contingent or prospective, liquidated or unliquidated; or</p> <p>(b) whether owed alone or jointly or jointly and severally with any other persons,</p>	5A	The person specified, earlier in Column 1 of Part 1 of this Table C, opposite any liability relating to or attaching or accruing by reason of any ownership of, rights of use of or contractual entitlement under any assets, earlier referred to in Column 1 of Part 1 of Table B, substituted or replaced.

Column 1		Column 2	
Item	Liability	Item	Specified Person
	relating to or attaching or accruing by reason of ownership of, rights of use of or contractual entitlement under any of the assets, agreements or Rights referred to in Item 30A in Column 1 of Part 1 of Table B of this order.		
5B	Each liability, duty or obligation:  (a) whether actual, contingent or prospective, liquidated or unliquidated; or  (b) whether owed alone or jointly or jointly and severally with any other persons,  relating to or attaching or accruing by reason of ownership of, rights of use of or contractual entitlement under any of the assets, agreements or Rights referred to in Item 30B in Column 1 of Part 1 of Table B of this order.	5B	The person specified in Column 2 of Schedule 21.

## Part 2—Excluded Liability

- 1 The Supreme Court action No. CIV 1223 of 1994 by Alcoa of Australia Limited (ACN 004 879 298) against The State Energy Commission of Western Australia (which by the transfer orders made pursuant to the Energy Corporations (Transitional and Consequential Provisions) Act 1994 Gas Corporation was substituted for The State Energy Commission of Western Australia) for damages suffered as a result of an interruption to its supply of gas in August 1988 incurred, existing or accrued in the period prior to the transfer time.
- 2 Any liability which may arise out of or in relation to an incident on 10 June 1994 when Gas Corporation interrupted gas supply to Australian Gold Reagents Ltd cyanide plant and Wesfarmers CSBP Ltd chlor-alkali plant at Kwinana incurred, existing or accrued in the period prior to the transfer time.
- 3 Any liability which may arise out of or in relation to the Heads of Agreement made on 28 November 1997 between Epic Energy Pty Ltd (ACN 069 799 533) and Gas Corporation, or arising out of or in relation to letters of offer dated 23 February, 11 April and 23 April 1997 from Gas Corporation to An Feng Kingstream Steel Limited (ACN 009 224 800) and a letter of acceptance from An Feng Kingstream Steel Limited to Gas Corporation dated 11 February 1998.
- 4 Any liability in respect of monies borrowed or raised by Gas Corporation for the purpose of meeting any liability in constructing, commissioning, acquiring, owning or having the use of, or operating and maintaining any of the assets the subject of this order incurred, existing or accrued in the period prior to the transfer time.
- 5 Any liability in respect of payment required to be made by Gas Corporation to the Treasurer under the State Enterprises (Commonwealth Tax Equivalent) Act 1996 or under section 79 of the Gas Corporation Act 1994 incurred, existing or accrued in the period prior to the transfer time.
- 6 Any liability in respect of income tax, company tax, group tax, franking deficit tax, franking additional tax, undistributed profit tax, capital gains tax, pay as you earn remittances, prescribed payments, withholding tax, stamp duty (other than Stamp Duty under the Asset Sale Agreement), sales tax, customs duty, pay roll tax, fringe benefits tax, land tax, financial institutions duty, debits tax, superannuation guarantee levy, training guarantee levy, tax file number withholding tax, municipal rates, and other taxes, levies, imposts, duties, fees, or other charges, rates, withholdings or deductions of a similar nature (by whatever name called), including fines, penalties and interest thereon in respect of any period prior to the transfer time, which at any time have been or may be imposed, assessed, levied or charged on the Entities by any Governmental Agency lawfully purporting to exercise jurisdiction in the foregoing matters incurred, existing or accrued in the period prior to the transfer time.
- 7 Operational Payments to but excluding the day of the transfer time other than an apportionment payment required to be paid by the Buyer to Gas Corporation pursuant to the Asset Sale Agreement.

Dated the 20th of March 1998.

COLIN JAMES BARNETT, Minister for Energy.



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