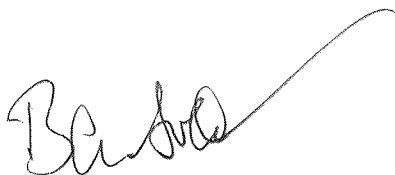


Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PIPELINE LICENCE
PL 8

1. Notation of revision to security arrangements is hereby entered on the public register.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy

Date: 4 October 2016

File: 28/1/369

In accordance with Section 117 of the *Petroleum Act 2000* (Act) this document forms part of 'The Commercial Register'.

Section 118 of the Act provides for the following:

Authority to search register

(1) A person is entitled to have access to the material included in the commercial register, on payment of the prescribed inspection fee, if the access is authorised by—

- (a) a person who has a legal or equitable interest in the relevant licence or registered dealing; or
- (b) (b) the Minister.

(2) The Minister must not authorise access under subsection (1)(b) unless the Minister has consulted with the licensee to whom the material relates and is satisfied that access should be authorised in the public interest.

FOR FURTHER INFORMATION PLEASE CONTACT:

Department of State Development
Energy Resources Division
GPO Box 320,
Adelaide SA 5001
(08) 8463 3204

12 April

Dated

1996

**POWER OF ATTORNEY
TO RICHARD BARRY COLES AND JAMES MACMILLAN**

**GORODOK PTY LIMITED (ACN 057 156 751)
("Principal")**

ICI Australia Operations Pty Limited
Legal Division
1 Nicholson Street
MELBOURNE VIC 3000

Telephone: (03) 665 7514
Facsimile: (03) 665 7573
Ref: GRR/akd

POWER OF ATTORNEY

This deed is made on 12 April 1996.

By:

GORODOK PTY LIMITED (ACN 057 156 751)

having its registered office at 1 Nicholson Street, Melbourne, Victoria ("**Principal**")

1. The Principal appoints **RICHARD BARRY COLES** and **JAMES MACMILLAN**, both of 16-20 Beauchamp Road, Matraville, New South Wales ("**Attorneys**") jointly and each of them severally to be its attorneys.
2. The Attorneys may do in the name of the Principal and on its behalf everything necessary or expedient to:
 - (a) execute and deliver the documents described in the Schedule; and
 - (b) execute and deliver any other documents which are referred to in the documents described in (a) or which are ancillary or related to them or contemplated by them; and
 - (c) execute and deliver any document or perform any act, matter or thing at the absolute discretion of the Attorneys in any way relating to the Principal's involvement in the transactions contemplated by the documents described in (a); and
 - (d) give effect to the transactions contemplated by the documents described in (a), including, but not limited to, completing blanks and making amendments, alterations or additions considered necessary or desirable by the Attorneys; and
 - (e) appoint one or more substitute attorneys to exercise one or more the of the powers given to the Attorneys and to revoke any of those appointments and in this power of attorney "**Attorneys**" includes a substitute attorney appointed under this clause; and
 - (f) stamp and register this power of attorney.
3. The Principal declares that all acts, matters and things done by the Attorneys in exercising powers under this power of attorney will be as good and valid as if they had been done by the Principal and agrees to ratify and confirm whatever the Attorneys do in exercising powers under this power of attorney.
4. The Principal indemnifies each of the Attorneys against liability, loss, costs, charges or expenses arising from the exercise of powers under this power of attorney.
5. The Principal declares that a person (including, but not limited to, a firm, body corporate, unincorporated association or authority) who deals with any of the

Attorneys in good faith may accept a written statement signed by any of the Attorneys to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

- 6. The Principal declares that this power of attorney is given for valuable consideration and is irrevocable for ten days from the date of this power of attorney.
- 7. The Principal declares that the Principal and a person (including, but not limited to, a substitute or assign) claiming under the Principal are bound by anything the Attorneys do in exercising powers under this power of attorney.

EXECUTED as a deed.

SCHEDULE

- 1. Application for a Pipeline Licence under the South Australian legislation in respect of the Principal's pipeline presently being constructed in South Australia.

THE COMMON SEAL of **GORODOK PTY LIMITED** is affixed in accordance with its articles of association in the presence of:



[Handwritten Signature]

 Signature of authorised person

[Handwritten Signature]

 Signature of authorised person

[Handwritten: Director]

 Office held

[Handwritten: Secretary]

 Office held

[Handwritten: H. Radde]

 Name of authorised person

[Handwritten: R.S. Kneebone]

 Name of authorised person

PETROLEUM ACT, 1940

PIPELINE LICENCE NO 8

I, **STEPHEN JOHN BAKER** Minister for Mines and Energy in and for the State of South Australia (the "Minister") being Minister of the Crown in right of the said State to whom the administration of the Petroleum Act 1940 (the "Act") is committed, pursuant to the provisions of the Act, **HEREBY GRANT** to **GORODOK PTY LTD** A.C.N. 057 156 751 whose principal place of business is situated at 16-20 Beauchamp Road, Matraville, New South Wales (referred to as "the Licensee"), a Licence to operate a pipeline described in this Licence for the conveyance of petroleum subject to the following terms and conditions.

STAMPS
\$10.00
S.A. STAMP DUTY PAID
RECEIVED 13/09/89
012441:1
DEED

1 INTERPRETATION

- 1.1 Unless the contrary intention appears, words defined in the *Petroleum Act 1940* or in the *Petroleum Regulations 1989* have the same meaning for the purposes of this Licence.
- 1.2 References to "the pipeline" refer to the pipeline in respect of which this Licence is granted.
- 1.3 The "Act" means the *Petroleum Act 1940* and refers to that Act as amended from time to time and any Act enacted in substitution for that Act.
- 1.4 The "Regulations" means the *Petroleum Regulations 1989* and refers to those regulations as amended from time to time and any regulations or other statutory instruments made in substitution for those regulations.
- 1.5 A reference to a "Code of Environmental Practice" is a reference to any code of environmental practice for the time being approved under the Regulations in respect of the construction, maintenance, modification or operation of the pipeline.
- 1.6 A reference to the "Minister" is a reference to the Minister to whom the administration of the Act is for the time being committed.
- 1.7 The obligations of the Licensee and the powers of the Minister under the terms and conditions of this Licence are to be construed as being consistent with and as cumulative upon the obligations of the Licensee and the powers of the Minister, the Director and any other office holder under the Act, the Regulations and any applicable Code of Environmental Practice.

2 **TERM**

The term of this licence is 21 years commencing on tenth day of July 1996, and expiring at midnight on ninth day of July 2017.

3 **FEES**

The Licensee must pay fees to the Minister in accordance with the Act.

4 **GENERAL DESCRIPTION OF PIPELINE**

The pipeline will include:

- 4.1 a steel pipeline for the conveyance of ethane, being a main pipeline with pipes of an outside diameter (OD) of 219 mm over a route of approximately 101 km commencing at the exit flange of the Moomba gas plant and proceeding in a south easterly direction to the South Australia - Queensland border;
- 4.2 a number of mainline valves;
- 4.3 a system for mitigating pipeline corrosion;
- 4.4 a telemetry and communications system at the inlet point and at a number of intermediate points along the pipeline;
- 4.5 a remote monitoring and control system for supervision and operation of the pipeline system;
- 4.6 pipeline pigging facilities;
- 4.7 ethane cooling facilities located in the vicinity of the exit flange of the Moomba Gas Plant consisting of two air cooled (fan-driven) heat exchangers with associated instrumentation and control equipment.

5 **ROUTE**

The pipeline is constructed along the route set out in Schedule 1 to this Licence.

6 DESIGN, CONSTRUCTION, MAINTENANCE AND OPERATIONAL CRITERIA

- 6.1 The Licensee must maintain and operate the pipeline in accordance with the Act, the Regulations and Code of Environmental Practice.
- 6.2 Any modifications which the Licensee wishes to make to the pipeline must be designed, constructed, maintained and operated in accordance with the Act, the Regulations and Code of Environmental Practice.
- 6.3 The Licensee shall modify, maintain and operate the pipeline using people with appropriate skills and experience.
- 6.4 The Licensee must in the modification, maintenance and operation of the pipeline ensure that the safety of the public is not endangered.
- 6.5 The Licensee must modify, maintain and operate the pipeline in such a manner that ensures its continuing fitness for the purpose for which it is for the time being intended to be used. The petroleum transported by the pipeline must not cause a hazard to the pipeline.
- 6.6 The Licensee must modify, maintain and operate the pipeline in accordance with quality management system principles consistent with Australian Standard AS 3901, or with such other standard as may be approved from time to time by the Minister and notified to the Licensee in writing.

7 MONITORING AND REPORTING

- 7.1 The Licensee must, within 12 weeks after the time of granting of this Licence and at intervals of not more than 5 years thereafter, and at such other times as the Minister may require on reasonable grounds, provide to the Minister a written report prepared to a good professional standard assessing the pipeline's safety against criteria agreed to by the Minister and notified in writing to the Licensee. The Licensee must clearly specify in each such report any aspects of the pipeline or its environment, or of the management systems or maintenance and operating procedures associated with the pipeline, which significantly increase the chance of occurrence, or consequences of, an event which causes a hazard to the pipeline. The report must also include full details of the remedial action taken or proposed to be taken by the Licensee in relation to those aspects. If no action is proposed the report must include detailed reasons to substantiate such decision. If any action is proposed it shall be taken and completed, in accordance with the proposal, with all due haste and in a proper and professional manner. The provision of the report referred to in this subclause is in addition to and not in substitution for or fulfilment of any other obligation of the Licensee.

- 7.2 The Licensee must, within 60 days after the granting of this Licence and at intervals of not more than 5 years thereafter and at such other times as the Minister may require on reasonable grounds, submit to the Minister a report prepared to a good professional standard giving details of the measures proposed by the Licensee in the event of a leak from the pipeline, to undertake the clean up of and to ensure rehabilitation of the environment affected by those leaks or the consequences of those leaks.
- 7.3 If there is a leak or spillage of petroleum from the pipeline during the term of this licence, the Licensee must make every endeavour to make good damage to the environment caused as a consequence of such leak or spillage.
- 7.4 The Licensee must, within 6 weeks after the granting of this Licence and at intervals of not more than 5 years thereafter, submit to the Minister particulars of the procedures proposed to be followed by the Licensee for the safe operation and security of the pipeline, and for the Licensee's response to emergencies ("emergency response procedures"). The Licensee must comply with these procedures. The Licensee must conduct exercises to test these procedures at regular intervals in accordance with good pipeline practice. A record of each exercise and the consequent report and any resultant action must be maintained and copies provided on the request of the Minister.

In addition to, and notwithstanding anything contained in the last preceding paragraph, at intervals of not more than 2 years the Licensee must conduct a practice drill of the emergency response procedures and provide a detailed written report to the Minister as to those procedures (including a statement as to the Licensee's opinion of their adequacy, such opinion to be based on good pipeline and professional practices and standards), such report to be provided within 60 days of the practice drill. The Licensee must clearly specify in any such report any deficiencies in its management systems or operating and maintenance procedures together with comprehensive particulars of the remedial action it has taken or it proposes to take to correct those deficiencies. Any action proposed in the report shall be taken and completed in accordance with the proposal, with all due haste and in a proper and professional manner. The Minister may direct the Licensee to take such action as he may reasonably require.

- 7.5 The Licensee must, not more than two years after the granting of this Licence and at intervals of not more than five years thereafter, and at such other times as the Minister may on reasonable grounds require, carry out a review to determine the likely continued fitness for purpose of the pipeline. This review shall be carried out to a good professional standard.

The review shall take into account but not be limited to taking into account all data available about the pipeline and its environment and the efficiency and effectiveness of management systems, work procedures and actions relevant to

the fitness for purpose of the pipeline.

The review shall explicitly consider alternatives available which would improve knowledge of the pipeline or its environment relevant to a better control of, or monitoring of, the pipeline's fitness for purpose and consider the cost effectiveness of implementing these alternatives.

7.6 The Licensee must, within 60 days of finishing the review required by Clause 7.5, provide the Minister with a detailed written report of the review. This report must specify but shall not be limited to:

- any defects found in the pipeline and any other factors which have the potential to make the pipeline not fit for purpose;
- the measures that the Licensee will undertake to manage any defects or other factors with the potential to adversely affect the continued fitness for purpose of the pipeline, to ensure the continued fitness for purpose of the pipeline.

The Minister may direct the Licensee to take such action as he may reasonably require.

7.7 The Licensee must, within one month of each anniversary of the commencement of the Licence or such other date as may be agreed, provide a report to the Minister, in a form acceptable to the Minister, in respect of the operation of the pipeline over the 12 calendar month period immediately preceding, together with details of the proposed operations of the pipeline by the Licensee over the next succeeding 24 calendar month period. The report must specify any occurrence or activity which affected or may affect the long term operation of the pipeline or which causes or may cause hazards to the pipeline or its operation.

8 FURTHER TERMS AND CONDITIONS

8.1 The Licensee must, as soon as practicable, but no later than 90 days after the commencement of the licence, provide the Minister with detailed particulars of all equipment and materials installed on the pipeline, including "as constructed" drawings of the pipeline and its associated equipment.

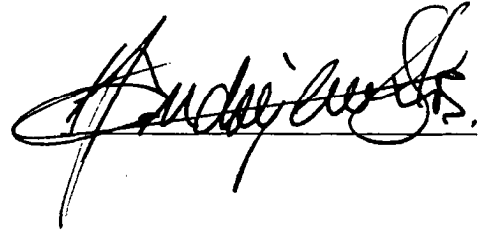
The Licensee must, within 30 days after completing any alteration to or modification of the pipeline provide the Minister with detailed particulars of the alteration or modification, including revisions to the "as constructed" drawings of the pipeline consequent upon its alteration or modification.

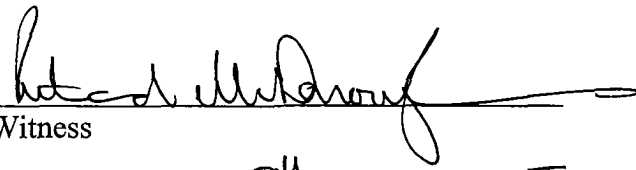
8.2 The Licensee must, as soon as practicable, but no later than 30 days after the

commencement of this Licence, provide the Minister with a copy of every pressure test completed prior to the grant of the licence, including all test results and an interpretation of those results.

- 8.3 The Licensee shall procure and maintain during the term of this Licence and until decommissioning of the pipeline all such insurances that are appropriate to the natural gas industry as the Minister from time to time may reasonably require. The Licensee may self insure certain risks by agreement with the Minister.
- 8.4 If the Licensee has failed to observe or perform any term or condition of this Licence (other than a failure by the Licensee to pay money), the Minister may give notice in writing to the Licensee specifying the default and requiring that such default be rectified, and if the Licensee has failed to rectify the default within 30 days or within such longer period as may have been specified in the notice, the Minister may, (whether or not the Minister has cancelled the Licence) take such action as is necessary to rectify the default and recover the costs incurred by the Minister in doing so as a debt due to the Crown in the right of the State of South Australia.
- 8.5 Where any time is by any provision of this Licence fixed for doing any act the Minister may, at his or her discretion, extend that time.
- 8.6 Any notice or other communication to or by the Minister or the Licensee:
- (a) must be in writing addressed to the address appearing herein or to such other address as either the Minister or the Licensee by notice in writing has advised the other;
 - (b) must be signed on behalf of the sender, and;
 - (c) will be deemed to be duly given or made case of:
 - (i) delivery in person, when delivered;
 - (ii) delivery by post, the third day after posting;or
 - (iii) delivery by facsimile, upon a transmission report being printed by the sender's facsimile machine stating that the document has been sent to the recipients facsimile machine;but if delivery is not made before 4.00 pm on any day it will be deemed to have been made at 9.00 am on the next day in that place.

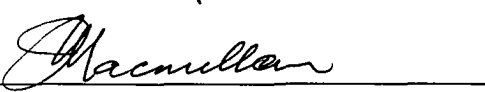
SIGNED, SEALED AND DELIVERED by the)
said ANDREW JOSEPH ANDREJEWSKIS)
for and on behalf of)
STEPHEN JOHN BAKER)
THE MINISTER FOR MINES AND ENERGY)
in and for the State of South Australia)
having been duly authorised by the said)
Minister by notice in the Government Gazette)
dated 15 June 1995 to grant a Pipeline)
Licence who hereby states that he has no notice)
of revocation of the said delegation at the time)
of execution of this instrument, in the presence)
of:)




Witness

DATED this 8th day of July 1996.

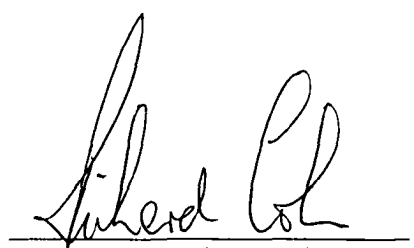
SIGNED, SEALED AND DELIVERED by)
RICHARD BARRY COLES)
as attorney for GORODOK PTY LTD under)
power of attorney.)
Dated 15th APRIL 1996, in the presence of:)


Signature of witness

JAMES MACMILLAN
Name of witness (block letters)

20 WATERVIEW ST SEAFORTH NSW 2092
Address of witness

PLANNING CONSULTANT
Occupation of witness



By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney.

SCHEDULE 1

PIPELINE LICENCE NO 8

ROUTE DESCRIPTION

A series of straight lines joining the following points,
(Zone 54 Australian Map Grid)
and generally shown on the attached plan.

MOOMBA TO SOUTH AUSTRALIAN BORDER

1	421 921 mE	6 889 545 mN
2	421 933 mE	6 889 403 mN
3	421 888 mE	6 889 273 mN
4	424 819 mE	6 886 748 mN
5	441 014 mE	6 874 046 mN
6	476 579 mE	6 843 569 mN
7	497 132 mE	6 828 089 mN
8	499 913 mE	6 826 130 mN

Total length approximately 101 km

140° 00' 140° 30' 141° 00' 27° 30' 28° 00'

