

Pilbara Pipeline System, Goldfields Gas Pipeline and Northern Goldfields Interconnect (Deed Poll)

Dated

11/08/2023

APA Infrastructure Limited ACN 009 666 700 (“**APA**”)

in favour of each of the Beneficiaries

Pilbara Pipeline System, Goldfields Gas Pipeline and Northern Goldfields Interconnect (Deed Poll)

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Pilbara Pipeline System, Goldfields Gas Pipeline and Northern Goldfields Interconnect (Deed Poll) Details

APA	Name	APA Infrastructure Limited
	ACN	009 666 700
	Address	Level 25, 580 George Street NSW 2000
	Email	commercial.contracts@apa.com.au
	Attention	General Manager, Customer & Commercial

Beneficiaries	Each Shipper
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Governing law	Western Australia
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Recitals	A	APA (Pilbara Pipeline) Pty Ltd (ACN 081 971 173) (" APA PPS ") is the owner of the Pilbara Pipeline System (" PPS "), which comprises five transmission pipelines extending from the North West Shelf Joint Venture's Karratha Gas Plant to Port Hedland, being the: <ul style="list-style-type: none">• Burrup Extension Pipeline;• Pilbara Energy Pipeline;• Karratha Lateral;• HBI Lateral; and• Boodarie Gas Lateral.
	B	Southern Cross Pipelines Australia Pty Ltd (ACN 084 521 997) (" SCPA ") (62.664%), Southern Cross Pipelines (NPL) Australia Pty Ltd (ACN 085 991 948) (" SCPNPL ") (25.493%) and Alinta Energy GGT Pty Ltd (11.843%) are the owners of the Goldfields Gas Pipeline (" GGP ").
	C	APA Northern Goldfields Interconnect Pty Ltd (ABN 33 646 298 142) (" APA NGI ") is the owner of the Northern Goldfields Interconnect (" NGI ").
	D	APA is the ultimate holding company of each of APA PPS, SCPA, SCPNPL and APA NGI.
	E	A Related Body Corporate of APA, is bidding to acquire all of the issued shares of AEPH, which (indirectly) owns:

- electricity generation, storage and transmission assets in the Pilbara region of Western Australia; and
- 11.843% of the GGP.

F APA confirms:

- its compliance with the ring-fencing requirements of the WA Gas Law and WA Gas Rules as they relate to the PPS, GGP and NGI; and
- its existing business practices in respect of contracting the Pilbara Energy Pipeline,

by giving the undertakings in this deed poll in favour of the Beneficiaries.

Pilbara Pipeline System, Goldfields Gas Pipeline and Northern Goldfields Interconnect (Deed Poll)

General terms

1 Definitions

A capitalised term not defined in this deed poll has the meaning given to them in the WA Gas Law or WA Gas Rules (as applicable), and these meanings apply unless the contrary intention appears:

AEPH means Alinta Energy Pilbara Holdings Pty Ltd (ACN 126 822 802).

AER means the Australian Energy Regulator.

APA's Power Generation Business means APA's power generation business in Western Australia and, from the completion of the Proposed Transaction, includes the PHPS and the Newman Power Station (for so long as they are directly or indirectly owned by APA).

APA PPS has the meaning given in Recital A.

Associate has the meaning given in the WA Gas Law.

Details means the section of this deed poll headed "Details".

ERA means the Economic Regulation Authority of Western Australia.

Existing Delivery Point means a delivery point that exists and is in service as at the date of this document.

Independent means:

- (a) in respect of a natural person, a person who has not, and whose immediate family has not, at any time in the previous six (6) years been an employee or director of APA (or any of its Related Bodies Corporate) and who does not, and whose immediate family does not, directly hold any significant financial interest in or have any agreement or arrangement of significant financial value with APA (or any of its Related Bodies Corporate); and
- (b) in respect of any other entity (including a partnership), an entity whose senior personnel directly engaged in the relevant role for the purposes of this deed poll are persons of the type described in sub-paragraph (a).

Internal Review has the meaning given in clause 5(a)(i).

GGP has the meaning given in Recital B (including any expansion).

Karratha Lateral means the Karratha lateral that transports gas to the Atco Power Station at Karratha.

Pilbara Energy Pipeline means the Pilbara Energy Pipeline that transports gas from the Burrup Extension Pipeline and/or DBNGP (MLV7 at Karratha), along the Pilbara Coast to Port Hedland, where it interconnects with the Telfer Gas Pipeline and the HBI Lateral.

Pilbara GTA means any gas transportation agreement in respect of Pipeline Services (including storage services) on the PPS, the GGP and/or the NGI, whether entered into before or after the date of this deed poll.

PHPS means the Port Hedland Power Station.

Pipeline Services has the meaning given in the WA Gas Law.

PPS has the meaning given in Recital A.

Proposed Transaction means the acquisition of all of the issued shares of AEPH by APA (or its Related Body Corporate).

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth).

Related Business has the meaning given to it in the WA Gas Law, and for the purpose of this deed poll, also includes APA's Power Generation Business.

Review Report has the meaning given in clause 5(a)(ii).

Ring-fencing Requirements means the ring-fencing obligations under Part 2 of Chapter 4 of the WA Gas Law and Part 6 of the WA Gas Rules (as amended from time to time).

Service Providers means APA PPS, SCPA, SCPNPL and APA NGI and any other Associate of APA that owns, controls or operates the GGP, PPS or NGI (from time to time).

Shipper means any actual, or bona fide potential, customer for Pipeline Services (including storage services) on the PPS, GGP and/or NGI (as applicable).

Transmission and Networks Businesses means APA's business units responsible for providing Pipeline Services (including storage services) on APA's scheme and non-scheme pipelines, including:

- (a) the Service Providers; and
- (b) Goldfields Gas Transmission Pty Ltd (ACN 004 273 241), being the joint venture manager for the GGP.

WA Gas Act means the *National Gas Access (WA) Act 2009*.

WA Gas Law means the National Gas Law as adopted and modified in Western Australia by the WA Gas Act.

WA Gas Rules means the National Gas Rules made under the WA Gas Law.

2 Term of deed poll

- (a) This deed poll is subject to and conditional on completion of the Proposed Transaction.
- (b) This deed poll commences on the date of the completion of the Proposed Transaction and expires on the earlier of:
 - (i) the date the PPS and the entirety of the GGP become subject to Ring-fencing Requirements by law; and
 - (ii) the date which is 15 years after commencement of this deed poll.

3 Ring-fencing commitment

APA undertakes to, and undertakes to procure that its Transmission and Networks Businesses:

- (a) comply with the Ring-fencing Requirements as if:
 - (i) the PPS, the GGP and the NGI are a "covered pipeline" under the WA Gas Law; and
 - (ii) APA's Power Generation Business is a Related Business;
- (b) in respect of the PPS, the GGP and the NGI:
 - (i) prevent the disclosure of confidential customer information of the Transmission and Networks Businesses to APA's Power Generation Business without customer consent; and
 - (ii) implement reasonable information technology system and security measures to safeguard confidential customer information of the Transmission and Networks Businesses from being accessed by APA's Power Generation Business without customer consent; and
- (c) comply with APA's ring-fencing policies and procedures that apply in respect of the Pilbara Energy Pipeline.

4 Contracting commitment

- (a) APA undertakes, in respect of the Pilbara Energy Pipeline, that it will procure that APA PPS:
 - (i) if requested by a Shipper, offers to include in:
 - (A) any Pilbara GTA entered into prior to the date of this deed poll which is amended on or after the date of this deed poll to include a new Pipeline Service that is a firm transportation service, the right for that Shipper to:
 - (aa) have access to more than one Existing Delivery Point; and
 - (ab) transfer that Shipper's existing MDQ between Existing Delivery Points,in respect of that new firm pipeline transportation service and on the Pilbara Energy Pipeline; and
 - (B) any Pilbara GTA for a Pipeline Service that is a firm transportation service entered into on or after the date of this deed poll, the right for that Shipper to:
 - (aa) have access to more than one Existing Delivery Point; and
 - (ab) transfer that Shipper's existing MDQ between Existing Delivery Points,in respect of that firm pipeline transportation service and on the Pilbara Energy Pipeline; and

- (ii) will offer postage stamp pricing for a Pipeline Service that is a firm transportation service, except if:
 - (A) it chooses to:
 - (aa) offer a discount for delivery to a location that involves a shorter pipeline distance; or
 - (ab) not offer postage stamp pricing for (1) a Pipeline Service for an extension or expansion or (2) a delivery point that is not an Existing Delivery Point; or
 - (B) it is required by law to charge distance-based tariffs or other form of zonal pricing.
- (b) APA will not be required to give effect to clause 4(a)(i) if:
 - (i) in APA's reasonable opinion, there is insufficient capacity to deliver gas at a requested delivery point after taking into account obligations to other Shippers;
 - (ii) to do so may adversely affect APA's ability to meet its obligations under another existing Pilbara GTA;
 - (iii) to do so would have the effect of changing the direction of gas flow under the relevant service;
 - (iv) the Shipper has not made all appropriate arrangements with interconnect parties necessitated by the delivery point; or
 - (v) in APA's reasonable opinion, it will be unable to secure any necessary amendment to the pipeline licence for the Pilbara Energy Pipeline or obtain any other necessary Government or third party approvals.
- (c) If, pursuant to clause 4(b), APA is not able to give effect to a request from a Shipper under clause 4(a)(i), APA must provide the requesting Shipper with a written notice that outlines:
 - (i) the reason why APA is not able to give effect to the request; and
 - (ii) if APA reasonably considers that it may be able to give effect to the request from a Shipper at a later time, the indicative (and non-binding) date on which APA reasonably anticipates that it may be able to give effect to the request (if Shipper makes a subsequent request under clause 4(a)(i) of a similar nature).
- (d) Nothing in clause 4(c) requires APA to disclose any information that is confidential or commercially sensitive.

5 Independent review

- (a) APA undertakes to:
 - (i) conduct an annual review of its compliance with clauses 3 and 4 over the previous 12 month period (**Internal Review**);
 - (ii) prepare a report in respect of each Internal Review (**Review Report**), and publish the following on APA's website:

- (A) a confirmation that the latest Internal Review has been conducted and
- (B) an outline the key conclusions of the latest Internal Review; and
- (iii) appoint an Independent person, which has appropriate skills and expertise, to:
 - (A) agree the methodology for the Internal Review with APA and endorse the agreed methodology;
 - (B) report its findings against the scope of appointment;
 - (C) report on APA's progress in implementing any actions recommended by the Independent person in the previous Independent review; and
 - (D) endorse:
 - (aa) its scope of appointment; and
 - (ab) the Review Report (including the finding as to whether APA has complied with clauses 3 and 4 over the previous 12 month period).
- (b) APA undertakes to publish on APA's website:
 - (i) the scope of appointment of the last Independent person to be appointed under clause 5(a)(iii); and
 - (ii) the endorsement referred to in clause 5(a)(iii)(D) in respect of the latest Internal Review.
- (c) The scope of appointment for the Independent person referred to in clause 5(a)(iii) will be agreed between APA and the Independent person from time to time, and must require the Independent person to:
 - (i) act impartially; and
 - (ii) maintain in strict confidence all information received by the Independent person on terms acceptable to APA (acting reasonably), including providing a written undertaking to APA in relation to same.
- (d) Nothing in this clause 5(a)(ii) or 5(b) requires APA to publish any information on APA's website that is confidential or commercially sensitive.

6 Rights of Beneficiaries

- (a) If requested in writing by a Beneficiary, APA undertakes to procure that:
 - (i) in the case of any Pilbara GTA entered into prior to the date of this deed poll (**existing GTAs**), any existing GTA (to which the requesting Beneficiary is a party) is amended to include; and
 - (ii) in the case of any Pilbara GTA to be entered into on or after the date of this deed poll (**new GTAs**), any new GTA (to which the requesting Beneficiary will become a party) includes,

terms which incorporate clauses 3, 4 and 5 of this deed poll into the relevant Pilbara GTA such that a Beneficiary has the benefit of, and is entitled to enforce, clauses 3, 4 and 5 of this deed poll under, and subject to, its Pilbara GTA. Clauses 3, 4 and 5 of this deed poll will be incorporated into a Pilbara GTA on the basis that such clauses are subject to the operation of clauses 2, 8 and 9.1 of this deed poll (to be incorporated into a Pilbara GTA, with all the necessary amendments).

- (b) Each Beneficiary has the benefit of, and is entitled to enforce, this deed poll even though it is not a party to this deed poll or is not in existence at the time this deed poll is executed and delivered.
- (c) Each Beneficiary may enforce its rights under this deed poll independently from each other Beneficiary and any other person.

7 Publication and notification

- (a) APA undertakes to publish a copy of this document on APA's website.
- (b) APA undertakes to provide a copy of this document to each bona fide potential customer for Pipeline Services (including storage services) on the PPS, GGP and/or NGI.

8 Partial release

This deed poll ceases to apply in respect of the PPS, GGP or NGI (as applicable) (and the applicable Service Provider for that pipeline), if the "service provider" (as defined in the WA Gas Law) for that pipeline is not an Associate of APA.

9 General

9.1 Compliance with laws

APA is not required to comply with any requirement of this deed poll to the extent that APA's compliance would constitute a breach of any applicable law.

9.2 General interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this deed poll:

- (a) labels used for definitions are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions;
- (d) a reference to "**person**" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- (e) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
- (f) a reference to any legislation (including the WA Gas Act, WA Gas Law and WA Gas Rules) includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them (including

such that references to particular sections will be read as references to the sections as consolidated, amended, re-enacted or replaced).

9.3 Governing law and jurisdiction

This deed poll is governed by the law in force in Western Australia, including the ring-fencing provisions of the Gas Act (WA) as amended from time to time. APA submits to the non-exclusive jurisdiction of the courts of that place.

9.4 Notices

Notices and other communications in connection with this deed poll must be in writing. They must be sent to the address or email address referred to in the Details and (except in the case of email) marked for the attention of the person referred to in the Details. If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

EXECUTED as a deed poll

Pilbara Pipeline System, Goldfields Gas Pipeline and Northern Goldfields Interconnect (Deed Poll)
Signing page

EXECUTED by **APA INFRASTRUCTURE LIMITED ACN 009 666 700** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors:



.....
Signature of director

Darren Rogers
.....
Name of director (block letters)



.....
Signature of director

Kevin Lester
.....
Name of director