

GAS ACT
(CHAPTER 116A, SECTIONS 98, 99 AND 101)

GAS (TRANSFER OF PROPERTY, RIGHTS, OBLIGATIONS AND LIABILITIES
UNDER SECTION 98) REGULATIONS

Rg 2

G.N. No. S 458/2008

REVISED EDITION 2009

(1st June 2009)

[15th September 2008]

PART I

PRELIMINARY

Citation

1. These Regulations may be cited as the Gas (Transfer of Property, Rights, Obligations and Liabilities under section 98) Regulations.

Definitions

2. In these Regulations, unless the context otherwise requires —

“appointed auditor” means the auditor appointed by SembGas and agreed to by PowerGas to determine the net book value of the Assets, whose costs and expenses shall be borne by SembGas and PowerGas jointly in equal proportion;

“Appointed Day” means 15th September 2008;

“Assets” means the assets specified in Part I of the First Schedule;

“Authority” means the Energy Market Authority of Singapore established under the Energy Market Authority of Singapore Act (Cap. 92B);

“business day” means a day on which banks are open for business in Singapore, excluding a Saturday, Sunday or public holiday;

“Monetary Authority of Singapore” means the Monetary Authority of Singapore established under section 3 of the Monetary Authority of Singapore Act (Cap. 186);

“PowerGas” means PowerGas Limited;

“Rights, Obligations and Liabilities” means the rights, obligations and liabilities of SembGas contained in the deeds, bonds, agreements and other arrangements specified in Part II of the First Schedule;

“SembGas” means Sembcorp Gas Pte Ltd;

“SembGas Warranties” means the warranties given by SembGas to PowerGas pursuant to the directions issued by the Minister on 11th September 2008 under section 101 of the Act;

“Transfer” means the transfer of the Assets and Rights, Obligations and Liabilities under regulation 3.

PART II

TRANSFER OF PROPERTY, RIGHTS, OBLIGATIONS AND LIABILITIES

Transfer on Appointed Day

3. Pursuant to section 98(1) of the Act, as from the Appointed Day —
 - (a) the Assets of SembGas shall become the assets of PowerGas; and
 - (b) the Rights, Obligations and Liabilities of SembGas shall become the rights, obligations and liabilities of PowerGas.

Compensation for Transfer

4. Compensation to SembGas for the Transfer shall comprise the following:
 - (a) payment by PowerGas, in accordance with regulation 5, of the net book value of the Assets as of the Appointed Day using a 40-year depreciation period as determined by the appointed auditor; and
 - (b) payment by the Authority, in accordance with regulation 6, of \$35 million.

Payment by PowerGas

- 5.—(1) This regulation shall apply in relation to regulation 4(a).
- (2) Payment of the net book value of the Assets specified in regulation 4(a) shall be made as follows:
 - (a) PowerGas shall, on the Appointed Day, pay to SembGas 98% of the net book value of base assets as of the Appointed Day using a 40-year depreciation period, determined in accordance with the letter dated 21st July 2008 from the appointed auditor to SembGas and PowerGas;
 - (b) where there is a difference between the Assets and the base assets referred to in sub-paragraph (a), whether as a result of any addition, removal or substitution, SembGas shall —
 - (i) no later than 14 days after the Appointed Day, require the appointed auditor to determine the net book value of the Assets as of the Appointed Day using a 40-year depreciation period; and
 - (ii) immediately upon SembGas’ receipt of the determination of the appointed auditor referred to in sub-paragraph (i), provide PowerGas with a copy of the same;

- (c) where the net book value of the Assets determined under sub-paragraph (b)(i) exceeds the amount specified in sub-paragraph (a), PowerGas shall pay the difference to SembGas within 5 business days of PowerGas' receipt from SembGas of a copy of the determination of the appointed auditor referred to in sub-paragraph (b)(i); and
- (d) where the amount specified in sub-paragraph (a) exceeds the net book value of the Assets determined under sub-paragraph (b)(i), SembGas shall refund to PowerGas the difference within 5 business days of the date SembGas received the determination of the appointed auditor referred to in sub-paragraph (b)(i).

(3) PowerGas shall make the payment referred to in paragraph (2)(a) and the payment referred to in paragraph (2)(c), if any, by electronic transfer to such bank account maintained with a bank licensed by the Monetary Authority of Singapore as SembGas may specify in writing.

(4) SembGas shall make the refund referred to in paragraph (2)(d), if any, by electronic transfer to such bank account maintained with a bank licensed by the Monetary Authority of Singapore as PowerGas may specify in writing.

(5) If any person fails to comply with paragraph (2)(a) or (c), that person shall be guilty of an offence and shall be liable on conviction to a fine not exceeding 10% of the annual turnover of PowerGas' gas business ascertained from its latest audited accounts, or an amount not exceeding \$1 million, whichever is the higher, or to imprisonment for a term not exceeding 12 months or to both and, in the case of a continuing offence, to a further fine not exceeding \$100,000 for every day or part thereof during which the offence continues after conviction.

(6) If any person fails to comply with paragraph (2)(b) or (d), that person shall be guilty of an offence and shall be liable on conviction to a fine not exceeding 10% of the annual turnover of SembGas' gas business ascertained from its latest audited accounts, or an amount not exceeding \$1 million, whichever is the higher, or to imprisonment for a term not exceeding 12 months or to both and, in the case of a continuing offence, to a further fine not exceeding \$100,000 for every day or part thereof during which the offence continues after conviction.

(7) The obligation of PowerGas to comply with paragraph (2)(a) or (c) shall be a duty owed to SembGas and any breach of such duty shall be actionable at the suit or instance of SembGas who shall have a right of action for relief in civil proceedings in a court under this regulation against PowerGas.

(8) The obligation of SembGas to comply with paragraph (2)(b) or (d) shall be a duty owed to PowerGas and any breach of such duty shall be actionable at the suit or instance of PowerGas who shall have a right of action for relief in civil proceedings in a court under this regulation against SembGas.

Payment by Authority

6.—(1) This regulation shall apply in relation to regulation 4(b).

(2) The Authority shall, on the Appointed Day, pay to SembGas the amount specified in regulation 4(b).

(3) The Authority shall make the payment referred to in paragraph (2) by electronic transfer to such bank account maintained with a bank licensed by the Monetary Authority of Singapore as SembGas may specify in writing.

Delivery and continuing obligation to provide documents and information

7.—(1) SembGas shall, on the Appointed Day, deliver to PowerGas, at Tiong Bahru District Office, 950 Tiong Bahru Road, Singapore 158793, the following:

- (a) the Assets (to the extent they are capable of actual or constructive delivery); and
- (b) the documents specified in Part II of the First Schedule, or copies thereof as may be agreed between SembGas and PowerGas.

(2) SembGas shall effect delivery of the Assets not capable of actual or constructive delivery by making the Assets available to PowerGas on the Appointed Day.

(3) SembGas shall, for a period of 12 months commencing on the Appointed Day, provide PowerGas with such documents and information (other than the documents referred to in paragraph (1)(b) and any information contained therein) as PowerGas may reasonably require for the matters referred to in paragraph 1(d) of the directions issued by the Minister on 10th March 2008 under section 101 of the Act.

(4) If any person fails to comply with paragraph (1), (2) or (3), that person shall be guilty of an offence and shall be liable on conviction to a fine not exceeding 10% of the annual turnover of SembGas' gas business ascertained from its latest audited accounts, or an amount not exceeding \$1 million, whichever is the higher, or to imprisonment for a term not exceeding 12 months or to both and, in the case of a continuing offence, to a further fine not exceeding \$100,000 for every day or part thereof during which the offence continues after conviction.

(5) The obligation of SembGas to comply with paragraphs (1), (2) and (3) shall be a duty owed to PowerGas and any breach of such duty shall be actionable at the suit or instance of PowerGas who shall have a right of action for relief in civil proceedings in a court under this regulation against SembGas.

Limitation on claims on SembGas Warranties

8.—(1) PowerGas has not, other than the SembGas Warranties, relied on any representation, warranty, promise, projection or forecast given by SembGas or any person on SembGas' behalf.

(2) Any claims by PowerGas in respect of any SembGas Warranties shall be subject to the limitations specified in the Second Schedule.

(3) If PowerGas fails to comply with paragraph 5 of the Second Schedule in relation to any breach of the SembGas Warranties, PowerGas shall not be entitled to

claim from SembGas any loss or damage suffered by PowerGas arising from that breach.

Tax, etc.

9.—(1) Notwithstanding anything in the Property Tax Act (Cap. 254), SembGas shall be liable for all property tax on the Assets up to and including the day immediately before the Appointed Day.

(2) PowerGas shall pay such stamp duty as may be assessed on the Transfer and on any agreement, deed or other document entered into or transferred in connection with or pursuant to the Transfer.

(3) Subject to paragraphs (1) and (2), SembGas and PowerGas shall each be liable for any tax imposed on it as a result of the Transfer (including, for the avoidance of doubt, any income tax).

(4) Where any party is liable under this regulation to pay any tax or duty, that party shall be liable to indemnify the other party against any costs, losses or liabilities incurred by that other party as a result of the first-mentioned party's failure to pay such tax or duty by the due date for payment, or (in the case of any stamp duty payable) its failure to submit any document for stamping within the period required under any written law.

(5) PowerGas shall pay all registration fees as may be assessed on the Transfer and on any agreement, deed or other document entered into or transferred in connection with or pursuant to the Transfer, and shall be liable to indemnify SembGas against any costs, losses or liabilities incurred by SembGas as a result of any failure by PowerGas to pay such fees by the due date for payment or to submit the agreement, deed or other document for registration within the period required under any written law.

PART III

EXCLUDED ARRANGEMENTS

Section 99(1) of Act not to apply to certain agreements, etc.

10. Section 99(1) of the Act shall not apply to the following deeds, bonds, agreements and other arrangements subsisting immediately prior to the Appointed Day:

- (a) any insurance taken by SembGas on the Assets;
- (b) any agreement entered into by SembGas with a consumer for the supply of gas to that consumer's premises;
- (c) except as provided in Part II of the First Schedule, any contractual licence or right of access granted to SembGas by a consumer to whom SembGas supplies gas, pursuant to or in connection with an agreement referred to in paragraph (b); and

- (d) the licence service agreement dated 22nd October 2007 entered into between Singapore Petroleum Company Limited and SembGas.

FIRST SCHEDULE

Regulations 2, 7 and 10

PART I ASSETS

The following assets (more particularly described in Annex A of a letter dated 11th September 2008 from SembGas to the Ministry of Trade and Industry and copied to PowerGas):

The following assets (more particularly described in Annex A of a letter dated 11th September 2008 from SembGas to the Ministry of Trade and Industry and copied to PowerGas):

<i>Description of Asset</i>		<i>Location</i>
1. Pipeline		
1.1 High Pressure Pipeline		
1.1.1 Main Trunk Line (28", 10" and 6" Pipeline)		
1.1.1.1	Main Trunk Line (28" Pipeline)	SembGas' Receiving Terminal Battery Limit to Valve Station 2 along Sakra Road, Sakra Avenue and Jurong Island Highway
1.1.1.2	Esso (10" Pipeline)	Line Branch off 28" Main Trunk Line near junction of Jurong Island Highway and Sakra Avenue upto and including ExxonMobil Chemical Asia Pacific Pte Ltd's Fire Brigade Valve
1.1.1.3	Banyan (6" Pipeline)	Line 6" Pipeline branch off 28" Main Trunk Line at junction of Jurong Island Highway and Banyan Avenue to Valve Station 6 and from Valve Station 6 upto and including Natural Fuel's Fire Brigade Valve along Banyan Avenue and Banyan Drive
1.1.2 Subsidiary Line (16" Pipeline)		SembGas' Receiving Terminal Battery Limit upto and including Sembcorp Cogen's Fire Brigade Valve

			along Sakra Road and Sakra Avenue
1.1.3 Jurong Link Line (24", 16" and 12" Pipeline)			
1.1.3.1	Jurong Link Line (24" Pipeline)	Line	SembGas' Receiving Terminal Battery Limit to Valve Station 4 along Sakra Road, Sakra Avenue and Jurong Island Highway
1.1.3.2	Causeway (24" Pipeline)	Line	Causeway Link
1.1.3.3	Seraya (16" Pipeline)	Line	Valve Station 4 upto and including cross-sectional pipe at the boundary fence of Power Seraya
1.1.3.4	Seraya (12" Pipeline)	Line	End of 16" Pipeline upto and including Ellba Eastern Pte Ltd's Fire Brigade Valve and Shell Eastern Petroleum (Pte) Ltd's Fire Brigade Valve along Seraya Avenue
1.1.4 Submarine Line (28" Pipeline)			28" Pipeline from Valve Station 2 at Pulau Pesek Kechil (Jurong Island) to Valve Station 3 at Tuas View crossing the West Jurong Fairway and Tuas Channel
1.1.5 Zone 1: 12" High Pressure Line to Pressure Reduction Station 1			Tuas Power Pte Ltd Metering Station to Pressure Reduction Station 1 (14 Tuas Road) along Tuas South Avenue 8, 7, 4 and 5, Tuas Crescent and Tuas Avenue 2 and 3
1.1.6 Valve Stations, Condensate Traps, and Associated Facilities (including Cathodic Protection)			
1.1.6.1	Valve Stations (Nos. 2, 3, 4 and 6)	Stations	Valve Station 2 — Coastal end of Jurong Island Highway (Beside Keppel Merlimau Cogen)
			Valve Station 3 — Inside Tuas Power Station premises
			Valve Station 4 — Beside SUT Seraya on Seraya Avenue
			Valve Station 6 — Next to Sembcorp Industries Ltd's Service Corridor at the junction of Jurong Island Highway and Banyan Avenue

1.1.6.2	Condensate (Nos. 1, 2 and 3)	Traps	Condensate Trap 1 — Beside Asahi Kasei Main Gate
			Condensate Trap 2 — Inside Valve Station 2
			Condensate Trap 3 — Beside Asahi Kasei Main Gate
1.1.6.3	Cathodic Protection		In the following areas as demarcated by Test Points:
			1. Jurong Island:
			i. Test Point No. 1 to Test Point No. 13
			ii. Test Point No. 16 to Test Point No. 26
			2. Banyan, Jurong Island:
			i. Test Point No. 1 to Test Point No. 4
			3. Tuas:
			i. Test Point No. 1 to Test Point No. 16
1.1.7 High Pressure Connection Pipeline upto and including Fire Brigade Valves			
1.1.7.1	Compressed Natural Gas Station		4" Pipeline branch off at 24" Pipeline at junction of Jurong Island Highway and Ayer Merlimau Road
1.1.8 High Pressure Connection Pipeline upto and including the last outlet flange in the Measuring Equipment			
1.1.8.1	Sembcorp Air Product (HYCO) Pte Ltd		4" Pipeline branch off from 16" Pipeline at Seraya Avenue
1.1.8.2	Sembcorp Industries Ltd (SUT Division) (formerly known as SUT Seraya)		Next to Valve Station 4 on Seraya Avenue
1.1.8.3	Linde Syngas Singapore Pte Ltd		Valve Station 4 to junction of Jurong Island Highway and Seraya Avenue
1.1.8.4	NH Techno Glass Singapore Pte Ltd		32 Tuas South Avenue 8 Singapore 637602

1.1.9 High Pressure Connection from the Fire Brigade Valve to cross section of 28” Pipeline

1.1.9.1	Tuas Power Pte Ltd	From the Fire Brigade Valve installed at Valve Station 3 to the cross section where the 28” Pipeline first appears above ground in Tuas Power Pte Ltd’s Measuring Equipment
---------	--------------------	---

1.1.10 High Pressure Connection

1.1.10.1	Zone A	4” Pipeline connection from SembGas’ Receiving Terminal Battery Limit to Pressure Reduction Station A
1.1.10.2	Zone B	3” Pipeline branch off from 24” Pipeline at junction of Jurong Island Highway and Ayer Merbau Road to Pressure Reduction Station B

1.2 Medium Pressure Pipeline

1.2.1 Medium Pressure Reticulation Network

1.2.1.1	Zone 2	Tuas and Jurong Industrial Area
1.2.1.2	Zone 3	Tuas and Jurong Industrial Area
1.2.1.3	Zone 4	Tuas and Jurong Industrial Area
1.2.1.4	Zone 5	Tuas and Jurong Industrial Area
1.2.1.5	Zone A	Off Pressure Reduction Station A to Sakra Road and Sakra Avenue at Jurong Island
1.2.1.6	Zone B	Off Pressure Reduction Station B to Jurong Island Highway and Seraya Place at Jurong Island

1.2.2 Medium Pressure Connection Pipeline, Fire Brigade Valve and Metering Pressure Regulation Station including the last outlet flange in the Metering Pressure Regulation Station

1.2.2.1	AVA Global Pte Ltd (formerly known as IEC Group)	21 Joo Koon Crescent Singapore 629026
1.2.2.2	Greif Singapore Pte Ltd (formerly known as Van Leer)	7 Tuas Avenue 3 Singapore 639406

1.2.2.3	Panasonic Refrigeration Devices (S) Pte Ltd (formerly known as MARIS)	6 Gul Road Singapore 629340
1.2.2.4	Asahi Techno Vision (S) Pte Ltd	14 Tuas Avenue 1 Singapore 639499
1.2.2.5	Progress Galvanizing Pte Ltd	19 Tuas Road Singapore 638488
1.2.2.6	Oceanic Textiles Pte Ltd	7 Neythal Road Singapore 628574
1.2.2.7	Seng Cheong Tin Factory Pte Ltd	64 Joo Koon Circle Singapore 629077
1.2.2.8	Teleflex Morse Pte Ltd	30 Pioneer Road Singapore 628502
1.2.2.9	Cadbury Enterprises Pte Ltd (formerly known as MacRobertson Foods Pte Ltd)	346 Jalan Boon Lay Singapore 619528
1.2.2.10	Superior Multi-Packaging Ltd	7 Benoi Sector Singapore 629842
1.2.2.11	Crown Beverage Cans Singapore Pte Ltd (formerly known as CarnaudMetalBox Packaging Pte Ltd)	455 Jalan Ahmad Ibrahim Singapore 639936
1.2.2.12	Meritor Heavy Vehicles Systems (S) Pte Ltd	1 Gul Way Singapore 629191
1.2.2.13	ISK Singapore Pte Ltd	39 Tuas West Drive Singapore 638406
1.2.2.14	ADM Cocoa Pte Ltd	342 Jalan Boon Lay Singapore 619527
1.2.2.15	Jebsen & Jessen Broadway (S) Pte Ltd	18 Enterprise Road Singapore 629824
1.2.2.16	West Pharmaceutical Services Pte Ltd	15 Joo Koon Circle Singapore 629046
1.2.2.17	Meiji Seika (S) Pte Ltd	36 Quality Road Singapore 618806
1.2.2.18	Eng Cheong Leong Agri Chem Pte Ltd	21 Benoi Lane Singapore 627836
1.2.2.19	Asahi Kasei Plastics Singapore Pte Ltd	20 Sakra Road Singapore 627889
1.2.2.20	COIM Asia Pacific Pte Ltd	10 Seraya Place Singapore 627843
1.2.2.21	Ameron Pte Ltd	7A Tuas Avenue 3 Singapore 639407
1.2.2.22	Ameron Pte Ltd	14 Tuas Drive 1 Singapore 638680
1.2.2.23	Eng Heng Noodle Factory Pte Ltd	47 Quality Road Singapore 618811

1.2.2.24	JSP Foam Products Pte Ltd	19 Tuas Link 2 Singapore 638564
1.2.2.25	Maxim Textile Technology Pte Ltd	17D Joo Yee Road Singapore 619204
1.2.2.26	Winmax Industries Pte Ltd	28 Gul Drive Singapore 629476
1.2.2.27	Elite Paper Box Pte Ltd	34 Tuas Crescent Singapore 638723
1.2.2.28	Yung Wah Industrial Co. (Pte) Ltd	121 Neythal Road Singapore 628606
1.2.2.29	Rotol Singapore Ltd	17 Tuas Avenue 9 Singapore 639197
1.2.2.30	Economic Development Board	81 Jurong Island Highway Singapore 627837
1.2.2.31	Container Printers Pte Ltd	90 International Road Singapore 629172
1.2.2.32	M.C. Packaging (Pte) Ltd	159 Gul Circle Singapore 629617
1.2.2.33	Fortune Food Manufacturing Pte Ltd	348 Jalan Boon Lay Singapore 619529
1.2.2.34	Flextronics Manufacturing (S) Pte Ltd (formerly known as Solectron Technology Singapore Pte Ltd)	3 Joo Koon Circle Singapore 629032
1.2.2.35	Shimano (S) Pte Ltd	20 Benoi Sector Singapore 629852
1.2.2.36	Primary Industries Pte Ltd	11 Buroh Lane Singapore 618492
1.2.2.37	Mitsuboshi Overseas Headquarters Pte Ltd	14 Jurong Port Road Singapore 619091
1.2.2.38	Nagase Finechem Singapore (Pte) Ltd	9 Tuas View Lane Singapore 637569
1.2.2.39	H.T Metal Industries Pte Ltd	7 Tuas Avenue 18A Singapore 638856
1.2.2.40	Super Galvanising Pte Ltd	1A Pioneer Walk Sector Singapore 627895
1.2.2.41	Wan Sern Metal Industries Pte Ltd	31 Tuas Avenue 8 Singapore 639245
1.2.2.42	Mitsubishi Chemical Infonics Pte Ltd	103 Pioneer Road Singapore 639582
1.2.2.43	Aventis Pharma Manufacturing Pte Ltd	61 Gul Circle Singapore 629585
1.2.2.44	DIC Alkylphenol Singapore Pte Ltd	60 Sakra Road Singapore 627889
1.2.2.45	Nisshin Industry (S) Pte Ltd	5 Gul Street 2 Singapore 699290

1.2.2.46	Cummins Power Generation (S) Pte Ltd	44 Pioneer Sector 2 Singapore 628395
1.2.2.47	Schering-Plough Ltd	50 Tuas West Drive Singapore 638408
1.2.2.48	Premier Alloys Pte Ltd (formerly known as Industrial Steel Services Pte Ltd)	14 Gul Drive Singapore 639381
1.2.2.49	YKK Singapore Pte Ltd	1 Joo Yee Road Singapore 619197
1.2.2.50	Reed Hycalog Singapore	4 Gul Way Singapore 629192
1.2.2.51	Nelco Products Pte Ltd	4 Gul Crescent Singapore 629520
1.2.2.52	Metform Industries Pte Ltd	19 Gul Street 4 Singapore 629243
1.2.2.53	Tetra Pak Jurong Pte Ltd	19 Gul Lane Singapore 629414
1.2.2.54	Mitsui Phenols Singapore Pte Ltd	95 Sakra Avenue Singapore 627868
1.2.2.55	Chop Hup Chong Food Industries Pte Ltd	8 Tuas Bay Walk Singapore 637751
1.2.2.56	Yamazaki Mazak Singapore Pte Ltd	18 Joo Koon Circle Singapore 629050
1.2.2.57	Khong Guan Biscuit Factory (S) Pte Ltd	338 Jalan Boon Lay Singapore 619526
1.2.2.58	Container Printers Pte Ltd	83 Joo Koon Circle Singapore 629109
1.2.2.59	Precision Products Singapore Pte Ltd	102 Gul Circle Singapore 629588
1.2.2.60	FACI Asia Pacific Pte Ltd	1 Merlimau Place Jurong Island Singapore 627862
1.2.2.61	NH Techno Glass Singapore Pte Ltd	32 Tuas South Avenue 8 Singapore 637602
1.2.2.62	Flash Laundry Pte Ltd	10 Gul Link Singapore 629380
1.2.2.63	JJ Drinks Manufacturing Pte Ltd	12 Tuas West Road Singapore 638378
1.2.2.64	SCA Packaging Singapore Pte Ltd	1 Chin Bee Road Singapore 619821
1.2.2.65	SCA Packaging Singapore Pte Ltd	10 Link Road Singapore 619026
1.2.2.66	Hoe Chong Tin Pte Ltd	3 Fan Yoong Road Singapore 629781
1.2.2.67	Godrej (Singapore) Pte Ltd	11 Lok Yang Way Singapore 628632

1.2.2.68	Pokka Corporation (Singapore) Limited	39 Quality Road Singapore 618810
1.2.2.69	Universal Integrated Corporation Consumer Products Pte Ltd	3 Jalan Besut Singapore 619556
1.2.2.70	BG Casting Pte Ltd	7 Gul Lane Singapore 629406
1.2.2.71	Denka Advantech Pte Ltd	11A Tuas Avenue 20 Singapore 638823
1.2.2.72	Par Investments Pte Ltd	52 International Road Singapore 619626
1.2.2.73	Tate & Lyle Singapore Pte Ltd	168 Sakra Road Singapore 627889
1.2.2.74	Dril-Quip Asia Pacific Pte Ltd	7 and 9 Tuas Avenue 12 Singapore 639031
1.2.2.75	Kim Ann Engineering Pte Ltd	25 Joo Koon Road Singapore 628981
1.2.2.76	Novartis Singapore Pharmaceutical Manufacturing Pte Ltd	10 Tuas Bay Lane Singapore 637461
1.2.2.77	Catalyst Recovery Singapore Pte Ltd	52 Tuas Road Singapore 638502
1.2.2.78	Sembcorp Environment Pte Ltd	90 Tuas Bay Drive Singapore 637427
1.2.2.79	F&N Coca-Cola (Singapore) Pte Ltd	457 Jalan Ahmad Ibrahim Singapore 639933
1.2.2.80	e-Hub Metals Pte Ltd	20 Gul Way Singapore 629196
1.2.2.81	National-Oilwell Pte Ltd	13 Kwong Min Road Singapore 628717
1.2.2.82	Greif Singapore Pte Ltd	5 Pioneer Sector 3 Singapore 628344
1.2.2.83	Sime Darby Edible Products Limited	255 Jalan Boon Lay Singapore 619524
1.2.2.84	Air Products And Chemicals (S) Pte Ltd	31 Gul Crescent Singapore 629536
1.2.2.85	Abbott Manufacturing Singapore Pte Ltd	20A Tuas South Avenue 10 Singapore 637436
1.2.2.86	Asia Pacific Breweries (S) Pte Ltd	459 Jalan Ahmad Ibrahim Singapore 639934
1.2.2.87	Philips Electronics Singapore Pte Ltd	259 Jalan Ahmad Ibrahim Singapore 629148
1.2.2.88	Lucite International Singapore Pte Ltd	21 Sakra Avenue Singapore 627883
1.2.2.89	United Express Coat Pte Ltd (formerly known as Allied	6 Tuas Avenue 6 Singapore 639311

	Metal Coat Technopolis Pte Ltd)	
1.2.2.90	Singapore Petroleum Company Limited	33 Jalan Buroh Singapore 619487

2. Pressure Reduction Stations

2.1 Pressure Reduction Station 1	Lot A20561 14 Tuas Road
2.2 Pressure Reduction Station 3	Lot A22104 Tuas South Avenue 8
2.3 Pressure Reduction Station A	Lot A18452 WL1 Sakra Road
2.4 Pressure Reduction Station B	Lot A18452 WL1 Ayer Merbau Road

PART II

DEEDS, BONDS, AGREEMENTS AND OTHER ARRANGEMENTS

1. Lease IB/105312A dated 22nd July 2008 in respect of Lot 3480M (also known as Private Lot A20561) of Mukim No. 7 at 14 Tuas Road (PRS 1) Singapore 637593 between Jurong Town Corporation and SembGas.

2. Certificate of Title (Sub) Volume 658 Folio 99 in respect of Lot 3480M (also known as Private Lot A20561) of Mukim No. 7 at 14 Tuas Road (PRS 1) Singapore 637593.

3. Agreement for Lease dated 22nd July 2002 in respect of Lot 3480M (also known as Private Lot A20561) of Mukim No. 7 at 14 Tuas Road (PRS 1) Singapore 637593 entered into between Jurong Town Corporation and SembGas.

4. Wayleave Deed dated 22nd July 2002 and First Supplemental Wayleave Deed dated 22nd July 2008 in respect of Lot 2859M pt (also known as Private Lot A20872) of Mukim No. 7 at Tuas South Avenue 8 Singapore between Jurong Town Corporation and SembGas.

5. Building Agreement dated 14th June 2005 in respect of Lot 3535M (also known as Private Lot A22104) of Mukim No. 7 at Tuas South Avenue 8 (PRS 3) Singapore between Jurong Town Corporation and SembGas.

6. Wayleave Deed dated 3rd June 2005 and First Supplemental Wayleave Deed dated 22nd July 2008 both in respect of Lot 1258P pt (also known as Private Lot A18452A) and Lot 1224M pt (also known as Private Lot A18452B) both of Mukim No. 34 at Sakra Place (PRS A) and Jurong Island Highway (PRS B) respectively between Jurong Town Corporation and SembGas.

7. Wayleave Agreement dated 15th July 2008 in respect of the licence to lay, use and maintain the 28-inch diameter submarine gas pipeline and all necessary apparatus ancillary thereto at the strip of State seabed and foreshore from Pulau Pesek Kechil (Jurong Island) to Tuas View Singapore between the Government of the Republic of Singapore and SembGas.

8. Letter of Offer dated 22nd October 2007 issued by Jurong Town Corporation to SembGas and Letter of Acceptance dated 29th October 2007 from SembGas to Jurong Town Corporation in respect of Private Lot A1504100 at Banyan Avenue Jurong Island Singapore.

9. Wayleave Deed dated 22nd July 2008 in respect of Private Lot A1504100 of Mukim No. 34 at Banyan Avenue Jurong Island between Jurong Town Corporation and SembGas.

10. Licence Agreement dated 4th December 2003 in respect of the reticulation gas pipeline with a diameter of 12-inches installed by SembGas at Tuas Power Station at 60 Tuas South Avenue 9 Singapore 637607 between Tuas Power Ltd and SembGas.

11. Service Corridor and V/CT Stations Agreement (Pipe Racks) dated 12th July 2001 and Addendum No. 1 dated 14th February 2003, Addendum No. 2 dated 10th December 2003, Addendum No. 3 dated 11th April 2008 and Addendum No. 4 dated 3rd June 2008 between Sembcorp Industries Ltd and SembGas (the Agreement, Addendum No. 1 and Addendum No. 2 having been novated from SUT Sakra Pte Ltd to Sembcorp Utilities Pte Ltd pursuant to Novation Agreement dated 31st December 2004 and subsequently novated from Sembcorp Utilities Pte Ltd to Sembcorp Industries Ltd pursuant to Novation Agreement dated 31st December 2007).

12. Licence granted by Yokogawa Electric Corporation to SembGas for use of the SCADA system software for PRS 1, as evidenced by a letter of confirmation dated 25th August 2008 issued by Yokogawa Engineering Asia Pte Ltd.

13. Letter dated 27th August 2008 issued by Singapore Land Authority to SembGas in respect of the pipes installed for the Natural Gas Pipe Reticulation Project on State land.

SECOND SCHEDULE

Regulation 8

LIMITATIONS ON SEMBGAS WARRANTIES

Notice of claims and time limitation

1.—(1) Subject to sub-paragraph (2), SembGas shall not have any liability in respect of any claim under the SembGas Warranties unless reasonable particulars of the claim are given to SembGas within 12 months of the Appointed Day.

(2) SembGas shall not have any liability in respect of any claim under the SembGas Warranties for matters referred to in paragraphs 3(2)(b) and 4(6) of the SembGas Warranties unless reasonable particulars of the claim are given to SembGas within 13 months of the Appointed Day.

(3) Any claim by PowerGas for a breach of any of the SembGas Warranties shall (if not previously satisfied, settled or withdrawn) be taken to be waived or withdrawn and shall be barred and unenforceable on the first anniversary of the date the claim is made unless proceedings (including arbitration proceedings) in respect of the claim have been instituted.

Post-Transfer actions by PowerGas

2. The liability of SembGas in respect of any claim under the SembGas Warranties shall be reduced or extinguished (as the case may be) to the extent that the claim has arisen directly as a result of any act or omission on or after the Appointed Day by PowerGas.

De Minimis and De Maximis

3. PowerGas shall only be entitled to make any proper claim against SembGas under the SembGas Warranties if each single claim exceeds \$175,000, and subject to the aggregate amount arising in respect of all such claims not exceeding 25% of the compensation paid by PowerGas under regulation 4.

Change of law or interpretation

4. SembGas shall not be liable to PowerGas for any claim under the SembGas Warranties —
- (a) where the claim is as a result of any legislation not in force on the Appointed Day which takes effect retrospectively; or
 - (b) where the claim is as a result of or in respect of a change in the judicial interpretation of the law in any jurisdiction after the Appointed Day.

Obligations of PowerGas with regard to warranty claims

5.—(1) If, after the Appointed Day, PowerGas becomes aware of any circumstances which could (whether alone or with any other possible circumstances) give rise to a breach of any of the SembGas Warranties, including (without limitation) a claim against PowerGas which could (whether alone or with any other possible circumstances) give rise to a breach of any of the SembGas Warranties, then —

- (a) PowerGas shall promptly give SembGas reasonable details of the circumstances and any further related circumstances of which PowerGas becomes aware;
- (b) until it notifies SembGas in accordance with sub-paragraph (a), PowerGas shall take reasonable steps to mitigate any loss which may give rise to a claim against SembGas for breach of any of the SembGas Warranties;
- (c) PowerGas shall not make any admission of liability, agreement or compromise with any person in relation to the circumstances without first consulting with and obtaining the approval of SembGas, such approval not to be unreasonably withheld;
- (d) PowerGas shall give SembGas and its professional advisers reasonable access to the relevant personnel of PowerGas and relevant accounts, documents and records within the power, possession or control of PowerGas, provided that such information shall relate solely to the dispute and only for purposes of disputing or defending or appealing the claim; and
- (e) PowerGas shall take all action in good faith and with due diligence that SembGas directs to avoid, remedy or mitigate the breach, including legal proceedings (other than against Singapore Power Limited or any of its Subsidiaries) and disputing, defending, appealing or compromising the claim and any adjudication of it; and SembGas shall reimburse all pre-approved expenses incurred by PowerGas in taking such action, provided that such action would not result in a breach, default or contravention of any of PowerGas' obligations under any document to which it is a party, any legislation or code of practice or any Governmental Approval or direction issued by a Governmental Agency.

(2) In this paragraph —

“Governmental Agency” means any government ministry or any governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

“Governmental Approval” means any approval, consent, concession, decree, Permit, waiver, privilege and exemption from, or filing with, or notice to, any Governmental Agency;

“Permit” means any permit, licence, consent, permission, approval, certificate, qualification, registration, or other authorisation from a Governmental Agency or relevant party, or any filing of a notification, report or assessment required in any jurisdiction, whether or not reduced into writing;

“Subsidiary” has the same meaning as in section 5 of the Companies Act (Cap. 50).

[G.N. No. S 458/2008]

LEGISLATIVE HISTORY

GAS (TRANSFER OF PROPERTY, RIGHTS, OBLIGATIONS AND LIABILITIES UNDER SECTION 98) REGULATIONS (CHAPTER 116A, RG 2)

This Legislative History is provided for the convenience of users of the Gas (Transfer of Property, Rights, Obligations and Liabilities under section 98) Regulations. It is not part of these Regulations.

1. G. N. No. S 458/2008—Gas (Transfer of Property, Rights, Obligations and Liabilities under section 98) Regulations 2008

Date of commencement : 15 September 2008

2. 2009 Revised Edition—Gas (Transfer of Property, Rights, Obligations and Liabilities under section 98) Regulations

Date of operation : 1 June 2009