

**EXTRAORDINARY GAZETTE**



**THE SOUTH AUSTRALIAN  
GOVERNMENT GAZETTE**

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**PUBLISHED BY AUTHORITY**

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**ALL PUBLIC ACTS appearing in this GAZETTE are to be considered official, and obeyed as such**

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**ADELAIDE, FRIDAY, 8 SEPTEMBER 2000**

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*Proclamation By The Governor*

(L.S.) E. J. NEAL

PURSUANT to section 35 of the *Electricity Corporations (Restructuring and Disposal) Act 1999* and with the advice and consent of the Executive Council, I declare—

- (a) that Generation Lessor Corporation, the lessor of assets the subject of the railways sub-lease, and the Crown, will, despite any other Act or law, be immune from any civil or criminal liability in connection with that lease or those assets, including, without limiting the generality of the foregoing—
- (i) any liability for loss, damage, injury or death suffered by a person, whether through the condition, use, maintenance or design of, or any defect in, those assets, the conduct of railway operations using those assets, the use of those assets for any reason whatsoever by any person, or otherwise; and
- (ii) any statutory liability;
- (b) that, without limiting the application of the *Acts Interpretation Act 1915* to this proclamation as a statutory instrument, paragraph (a) applies to any liability arising under any present or future law;
- (c) that the immunity under paragraph (a) does not extend to a liability under the railways sub-lease, a relevant sale/lease agreement or a relevant related instrument to a party to the lease, agreement or instrument;
- (d) that in this proclamation—

**"Flinders Power Generation Business Sale Agreement"** means the sale/lease agreement entitled *Flinders Power Generation Business Sale Agreement* made on 3 August 2000 between the Treasurer, Flinders Power Pty Ltd (ACN 082 988 270), Generation Lessor Corporation, NRGenerating Holdings (No. 3) BV and NRG Energy, Inc, and includes that agreement as varied from time to time;

**"Flinders Power Partnership"** means the partnership comprised of—

- (i) NRGenerating Holdings (No. 2) GmbH (ARBN 094 284 723); and
- (ii) Flinders Labuan (No. 1) Ltd (ARBN 094 284 812); and
- (iii) Flinders Labuan (No. 2) Ltd (ARBN 094 284 769);

**"Leigh Creek Sale/Lease Agreement"** means the sale/lease agreement entitled *Leigh Creek Sale/Lease Agreement* made on 8 September 2000 between the Treasurer and the Flinders Power Partnership, and includes that agreement as varied from time to time;

**"railway operations"** has the meaning given to that term in the railways sub-lease;

**"railways sub-lease"** means the lease granted by the Leigh Creek Sale/Lease Agreement, the terms and conditions of which are set out in Annexure A to that agreement, and includes that lease as varied from time to time;

**"relevant related instrument"** means an instrument that it is acknowledged and agreed in the Flinders Power Generation Business Sale Agreement will be a related instrument for the purposes of the Act;

**"relevant sale/lease agreement"** means—

- (i) the Leigh Creek Sale/Lease Agreement; or
- (ii) the Flinders Power Generation Business Sale Agreement.

Given under my hand and the Public Seal of South Australia, at Adelaide, 8 September 2000.

By command,

DIANA LAIDLAW, for Premier

T&F 87/2000 CS

ELECTRICITY CORPORATIONS (RESTRUCTURING AND DISPOSAL) ACT 1999 SECTION 35: EXCLUSION OF CROWN LIABILITY AS OWNER, ETC., OF LEASED ASSETS

*Proclamation By The Governor*

(L.S.) E. J. NEAL

PURSUANT to section 35 of the *Electricity Corporations (Restructuring and Disposal) Act 1999* and with the advice and consent of the Executive Council, I declare—

- (a) that Generation Lessor Corporation, the lessor of assets the subject of a generation plant lease, and the Crown, will, despite any other Act or law, be immune from any civil or criminal liability in connection with that lease or those assets, including, without limiting the generality of the foregoing—
- (i) any liability for loss, damage, injury or death suffered by a person, whether through interruption or failure in the generation of electricity, environmental pollution, electrocution, equipment malfunction, cancer or other adverse health condition, or whether in connection with aquaculture operations that make use of any of those assets, or otherwise; and
- (ii) any statutory liability;
- (b) that, without limiting the application of the *Acts Interpretation Act 1915* to this proclamation as a statutory instrument, paragraph (a) applies to any liability arising under any present or future law;
- (c) that the immunity under paragraph (a) does not extend to a liability under a generation plant lease, relevant sale/lease agreement, relevant related instrument or XBL document to a party to the lease, agreement, instrument or document;
- (d) that in this proclamation—

**"Flinders Power Generation Business Sale Agreement"** means the sale/lease agreement entitled *Flinders Power Generation Business Sale Agreement* made on 3 August 2000 between the Treasurer, Flinders Power Pty Ltd (ACN 082 988 270), Generation Lessor Corporation, NRGenerating Holdings (No. 3) BV and NRG Energy, Inc, and includes that agreement as varied from time to time;

**"Flinders Power Partnership"** means the partnership comprised of—

- (i) NRGenerating Holdings (No. 2) GmbH (ARBN 094 284 723); and
- (ii) Flinders Labuan (No. 1) Ltd (ARBN 094 284 812); and
- (iii) Flinders Labuan (No. 2) Ltd (ARBN 094 284 769);

**"generation plant lease"** means—

- (i) each of the leases granted by the Northern Sale/Lease Agreement, the terms and conditions of which are set out in Annexures A, B, C, D and E respectively to that agreement; or

- (ii) each of the leases granted by the Playford B Sale/Lease Agreement, the terms and conditions of which are set out in Annexures A and B respectively to that agreement,

and includes any of those leases as varied from time to time;

"**Northern Sale/Lease Agreement**" means the sale/lease agreement entitled *Northern Sale/Lease Agreement* made on 8 September 2000 between the Treasurer, the Flinders Power Partnership and NRG Energy, Inc, and includes that agreement as varied from time to time;

"**Playford B Sale/Lease Agreement**" means the sale/lease agreement entitled *Playford B Sale/Lease Agreement* made on 8 September 2000 between the Treasurer, the Flinders Power Partnership and NRG Energy, Inc., and includes that agreement as varied from time to time;

"**relevant related instrument**" means an instrument that it is acknowledged and agreed in the Flinders Power Generation Business Sale Agreement will be a related instrument for the purposes of the Act;

"**relevant sale/lease agreement**" means—

- (i) the Northern Sale/Lease Agreement; or
- (ii) the Playford B Sale/Lease Agreement; or
- (iii) the Flinders Power Generation Business Sale Agreement;

"**XBL document**" means—

- (i) the Leveraged Lease Agreement dated 31 March 1986 originally between Dai-Ichi NBB Leasing Co. Ltd, The Electricity Trust of South Australia, Nomura Babcock & Brown Co. Ltd and South Australian Government Financing Authority; or
- (ii) the Leveraged Lease Agreement dated 25 August 1986 originally between NBB ETSA Lease Co. Ltd, The Electricity Trust of South Australia, Nomura Babcock & Brown Co. Ltd and South Australian Government Financing Authority; or
- (iii) the Leveraged Lease Agreement dated 25 August 1986 originally between NBB Adelaide Lease Co. Ltd, The Electricity Trust of South Australia, Nomura Babcock & Brown Co. Ltd and South Australian Government Financing Authority; or
- (iv) and relevant documents (as that term is defined in any of the leases referred to in paragraphs (i) to (iii)); or
- (v) any instrument entered into by The Electricity Trust of South Australia (or its successors or assigns), or any instrument in respect of which The Electricity Trust of South Australia (or its successors or assigns) is a beneficiary, where such instrument was entered into in connection with any of the leases referred to in paragraphs (i) to (iii),

and includes any of those agreements, documents or instruments as varied from time to time.

Given under my hand and the Public Seal of South Australia at Adelaide, 8 September 2000.

By command,

DIANA LAIDLAW, for Premier

ELECTRICITY CORPORATIONS (RESTRUCTURING AND DISPOSAL) ACT 1999 SECTION 35: EXCLUSION OF CROWN LIABILITY AS OWNER, ETC., OF LEASED ASSETS

*Proclamation By The Governor*

(L.S.) E. J. NEAL

PURSUANT to section 35 of the *Electricity Corporations (Restructuring and Disposal) Act 1999* and with the advice and consent of the Executive Council, I declare—

- (a) that Generation Lessor Corporation, the lessor of assets the subject of the township lease, and the Crown, will, despite any other Act or law, be immune from any civil or criminal liability in connection with that lease or those assets, including, without limiting the generality of the foregoing—
  - (i) any liability for loss, damage, injury or death suffered by a person through any cause whatsoever while or as a result of being in the Leigh Creek township (the bounds of which are defined for this purpose by the land the subject of the township lease); and
  - (ii) any statutory liability;
- (b) that, without limiting the application of the *Acts Interpretation Act 1915* to this proclamation as a statutory instrument, paragraph (a) applies to any liability arising under any present or future law;
- (c) that the immunity under paragraph (a) does not extend to a liability under the township lease, a relevant sale/lease agreement or a relevant related instrument to a party to the lease, agreement or instrument;
- (d) that in this proclamation—

"**Flinders Power Generation Business Sale Agreement**" means the sale/lease agreement entitled *Flinders Power Generation Business Sale Agreement* made on 3 August 2000 between the Treasurer, Flinders Power Pty Ltd (ACN 082 988 270), Generation Lessor Corporation, NRGenerating Holdings (No. 3) BV and NRG Energy, Inc, and includes that agreement as varied from time to time;

"**Flinders Power Partnership**" means the partnership comprised of—

- (i) NRGenerating Holdings (No. 2) GmbH (ARBN 094 284 723); and
- (ii) Flinders Labuan (No. 1) Ltd (ARBN 094 284 812); and
- (iii) Flinders Labuan (No. 2) Ltd (ARBN 094 284 769);

"**Leigh Creek Sale/Lease Agreement**" means the sale/lease agreement entitled *Leigh Creek Sale/Lease Agreement* made on 8 September 2000 between the Treasurer and the Flinders Power Partnership, and includes that agreement as varied from time to time;

"**relevant related instrument**" means an instrument that it is acknowledged and agreed in the Flinders Power Generation Business Sale Agreement will be a related instrument for the purposes of the Act;

"**relevant sale/lease agreement**" means—

- (i) the Leigh Creek Sale/Lease Agreement; or
- (ii) the Flinders Power Generation Business Sale Agreement;

"**township lease**" means the lease granted by the Leigh Creek Sale/Lease Agreement, the terms and conditions of which are set out in Annexure B to that agreement, and includes that lease as varied from time to time.

Given under my hand and the Public Seal of South Australia at Adelaide, 8 September 2000.

By command,

DIANA LAIDLAW, for Premier

T&F 87/2000 CS

ELECTRICITY CORPORATIONS (RESTRUCTURING AND DISPOSAL) ACT 1999 SECTION 35: EXCLUSION OF CROWN LIABILITY AS OWNER, ETC., OF LEASED ASSETS

*Proclamation By The Governor*

(L.S.) E. J. NEAL

PURSUANT to section 35 of the *Electricity Corporations (Restructuring and Disposal) Act 1999* and with the advice and consent of the Executive Council, I declare—

- (a) that the Minister for Transport and Urban Planning, the lessor of assets the subject of the railways lease, and the Crown, will, despite any other Act or law, be immune from any civil or criminal liability in connection with that lease or those assets, including, without limiting the generality of the foregoing—
  - (i) any liability for loss, damage, injury or death suffered by a person, whether through the condition, use, maintenance or design of, or any defect in, those assets, the conduct of railway operations using those assets, the use of those assets for any reason whatsoever by any person, or otherwise; and
  - (ii) any statutory liability;
- (b) that, without limiting the application of the *Acts Interpretation Act 1915* to this proclamation as a statutory instrument, paragraph (a) applies to any liability arising under any present or future law;
- (c) that the immunity under paragraph (a) does not extend to a liability under the railways lease to a party to the lease;
- (d) that in this proclamation—

"**railway operations**" has the meaning given to that term in the railways lease;

"**railways lease**" means the lease granted by the Treasurer, acting as the agent of the Minister for Transport and Urban Planning, to Generation Lessor Corporation pursuant to a transfer order dated 8 September 2000, and includes that lease as varied from time to time.

Given under my hand and the Public Seal of South Australia, at Adelaide, 8 September 2000.

By command,

DIANA LAIDLAW, for Premier

T&F 87/2000 CS

Department of the Premier and Cabinet  
Adelaide, 8 September 2000

HIS Excellency the Governor in Executive Council was pleased to appoint Bruno Krumins, Member of the Order of Australia, as Governor's Deputy of South Australia for a period from 11 a.m. on Thursday, 14 September 2000 until 11 a.m. on Tuesday, 19 September 2000.

By command,

DIANA LAIDLAW, for Premier