



Western Australia

Iron Ore Agreements Legislation Amendment Act 2024

Iron Ore Agreements Legislation Amendment Act 2024

Contents

Part 1 — Preliminary

1.	Short title	2
2.	Commencement	2

Part 2 — *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972* amended

3.	Act amended	3
4.	Section 1A inserted	3
	1A. Terms used	3
5.	Section 2 amended	3
6.	Section 4 amended	4
7.	Sections 5, 6 and 7 inserted	4
	5. 2024 Variation Agreement ratified and implementation authorised	4
	6. State empowered	4
	7. Effect on other laws	4
8.	Schedule amended	5

Schedule 1 — *Iron Ore (Rhodes Ridge) Agreement*

9.	Schedule 2 inserted	5
----	---------------------	---

Schedule 2 — *2024 Variation Agreement*

Part 3 — *Iron Ore (Hamersley Range) Agreement Act 1963* amended

10.	Act amended	126
11.	Section 2 amended	126

Contents

12.	Sections 4I and 4J inserted	126
	4I. Sixteenth Supplementary Agreement	126
	4J. Seventeenth Supplementary Agreement	127
13.	Seventeenth and Eighteenth Schedules inserted	127
	Seventeenth Schedule — Sixteenth Supplementary Agreement	
	Eighteenth Schedule — Seventeenth Supplementary Agreement	
	Part 4 — <i>Iron Ore (Hope Downs) Agreement Act 1992</i> amended	
14.	Act amended	135
15.	Section 3 amended	135
16.	Section 4 amended	136
17.	Schedule 4 inserted	136
	Schedule 4 — Third Variation Agreement	
	Part 5 — <i>Iron Ore (Mount Bruce) Agreement Act 1972</i> amended	
18.	Act amended	140
19.	Section 2 amended	140
20.	Section 4E inserted	140
	4E. 2024 Variation Agreement	140
21.	Sixth Schedule inserted	141
	Sixth Schedule — 2024 Variation Agreement	
	Part 6 — <i>Iron Ore (Robe River) Agreement Act 1964</i> amended	
22.	Act amended	145
23.	Section 2 amended	145
24.	Section 4E inserted	145
	4E. Eighth variation agreement	145
25.	Ninth Schedule inserted	146
	Ninth Schedule — Eighth variation agreement	
	Part 7 — <i>Iron Ore (Yandicoogina) Agreement Act 1996</i> amended	
26.	Act amended	155
27.	Section 3 amended	155

28.	Section 4 amended	155
29.	Schedule 4 inserted	156
	Schedule 4 — Third Variation Agreement	



Western Australia

Iron Ore Agreements Legislation Amendment Act 2024

No. 38 of 2024

An Act to amend the following Acts —

- the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*;
- the *Iron Ore (Hamersley Range) Agreement Act 1963*;
- the *Iron Ore (Hope Downs) Agreement Act 1992*;
- the *Iron Ore (Mount Bruce) Agreement Act 1972*;
- the *Iron Ore (Robe River) Agreement Act 1964*;
- the *Iron Ore (Yandicoogina) Agreement Act 1996*.

[Assented to 29 October 2024]

The Parliament of Western Australia enacts as follows:

Part 1 — Preliminary

1. Short title

This is the *Iron Ore Agreements Legislation Amendment Act 2024*.

2. Commencement

This Act comes into operation as follows —

- (a) Part 1 — on the day on which this Act receives the Royal Assent;
- (b) the rest of the Act — on the day after that day.

Part 2 — *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972* amended

3. Act amended

This Part amends the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*.

4. Section 1A inserted

After section 1 insert:

1A. Terms used

In this Act —

2024 Variation Agreement means the agreement a copy of which is set out in Schedule 2;

current Agreement means the agreement referred to in section 2 as varied —

- (a) from time to time in accordance with its provisions; and
- (b) by the *Iron Ore Agreements Legislation Amendment Act 2010* Part 9; and
- (c) by the 2024 Variation Agreement.

5. Section 2 amended

In section 2 delete “the Schedule” and insert:

Schedule 1

s. 6

6. Section 4 amended

At the end of section 4 insert:

- (5) Nothing in this section affects the amount of royalty payable under section 21.01 of the current Agreement in respect of any period after the commencement of the *Iron Ore Agreements Legislation Amendment Act 2024* Part 2.

7. Sections 5, 6 and 7 inserted

After section 4 insert:

**5. 2024 Variation Agreement ratified and
 implementation authorised**

- (1) The 2024 Variation Agreement is ratified.
- (2) The implementation of the 2024 Variation Agreement is authorised.

6. State empowered

The State has power in accordance with section 10.05(a) of the current Agreement.

7. Effect on other laws

- (1) The current Agreement operates and takes effect despite any enactment or other law.
- (2) If a provision of the agreement referred to in section 2 or the 2024 variation agreement expressly or by implication purports to modify or exclude the application or operation of an enactment for a purpose or in relation to a person or thing, the application or operation of the enactment is modified or excluded for

that purpose, or in relation to that person or thing, to the extent or for the period mentioned in the provision or necessary for the provision to have effect.

- (3) To avoid doubt, it is declared that the provisions of the *Public Works Act 1902* section 96 do not apply to a railway constructed under the current Agreement.
- (4) This section does not limit or otherwise affect the application of the *Government Agreements Act 1979*.

8. Schedule amended

Delete the heading to the Schedule and the reference after it and insert:

Schedule 1 — Iron Ore (Rhodes Ridge) Agreement

[s. 2]

9. Schedule 2 inserted

At the end of the Act insert:

Schedule 2 — 2024 Variation Agreement

[s. 1A]

2024

**THE HONOURABLE ROGER COOK
PREMIER OF THE STATE OF WESTERN AUSTRALIA**

AND

s. 9

HAMERSLEY RESOURCES LIMITED
ACN 004 887 656

WRIGHT PROSPECTING PTY LTD
ACN 008 677 021

AUSTRALIAN MINING & SMELTING PTY LTD
ACN 004 896 726

IRON ORE (RHODES RIDGE) AGREEMENT 1972
RATIFIED VARIATION AGREEMENT

[Solicitor's details]

THIS AGREEMENT is made this 26 day of August 2024

BETWEEN

THE HONOURABLE ROGER COOK MLA., Premier of the State of Western Australia, acting for and on behalf of the said State and instrumentalities from time to time (**State**)

AND

HAMERSLEY RESOURCES LIMITED ACN 004 887 656 of Level 18, Central Park, 152-158 St Georges Terrace, Perth, Western Australia and **WRIGHT PROSPECTING PTY LTD** ACN 008 677 021 of Suite 3, Level 1, 254 Rokeby Road, Subiaco, Western Australia (**Joint Venturers**)

AND

AUSTRALIAN MINING & SMELTING PTY LTD ACN 004 896 726 of Level 43, 120 Collins Street, Melbourne, Victoria (**Guarantor**).

RECITALS

- A.** The State, the Joint Venturers and the Guarantor are now the parties to the agreement dated 12 October 1972 authorised by and as scheduled to the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972* and which as subsequently added to, varied or amended is referred to in this Agreement as the "**Principal Agreement**".
- B.** The State, the Joint Venturers and the Guarantor wish to vary the Principal Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Ratification and operation

- (1) This Agreement, other than this clause, does not come into operation except in accordance with subclause (2).
- (2) This Agreement, other than this clause, comes into operation on the day on which it is ratified by an Act of the Parliament of Western Australia ("**Operative Date**") unless, before that day, it terminates under subclauses (4) or (5).
- (3) The State must introduce in the Parliament of Western Australia before 30 September 2024 or a later date agreed between the parties to this Agreement, a Bill to ratify this Agreement and must endeavour to secure its passage as an Act.
- (4) If by 31 December 2024 this Agreement has not been ratified by an Act of the Parliament of Western Australia then, unless the parties to this Agreement otherwise agree, this Agreement terminates on that day and

s. 9

no party hereto will have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.

- (5) The parties agree that if the Principal Agreement is otherwise determined in accordance with its provisions on a day prior to the Operative Date, then this Agreement shall also terminate on and from that day and no party hereto will have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.

2. Variations of the Principal Agreement

The Principal Agreement is varied as follows:

- (1) in Section 1.01 by:
- (a) deleting the definitions of "direct shipping ore", "fine ore", "fines", "f.o.b. revenue", "iron ore", "Land Act", "mineral lease", "mine townsite", "Minister for Works", "mortgagee", "port townsite", "tertiary processing" and "the port";
 - (b) inserting in the appropriate alphabetical position the following new definitions:

"agreed or determined" means agreed between the Joint Venturers and the Minister or, failing agreement within three (3) months of the Minister giving notice to the Joint Venturers that he requires the value of a quantity of iron ore to be agreed or determined, as determined by the Minister (following, if requested by the Joint Venturers, consultation with the Joint Venturers and their consultants in regard thereto) and in agreeing or determining a fair and reasonable market value of such iron ore assessed on an arm's length basis the Joint Venturers and/or the Minister as the case may be shall have regard to:

 - (a) in the case of iron ore initially sold at cost pursuant to the proviso to Section 21.05, the prices for that type of iron ore prevailing at the time the price for such iron ore was agreed between the arm's length purchaser referred to in paragraph (iii) of that proviso and the seller in relation to the type of sale and the relevant

international seaborne iron ore market into which such iron ore was sold and where prices beyond the deemed f.o.b. point are being considered the deductions mentioned in the definition of f.o.b. value; and

- (b) in any other case, the prices for that type of iron ore prevailing at the time the price for such iron ore was agreed between the Joint Venturers and the purchaser in relation to the type of sale and the market into which such iron ore was sold and where prices beyond the deemed f.o.b. point are being considered the deductions mentioned in the definition of f.o.b. value;

"approved proposal" means a proposal approved or determined under this Agreement;

"beneficiated ore" means iron ore that has been concentrated or upgraded (otherwise than solely by crushing, screening, separating by hydrocycloning or a similar technology which uses primarily size as a criterion, washing, scrubbing, trommelling or drying or by a combination of 2 or more of those processes) by the Joint Venturers in a plant constructed pursuant to a proposal approved pursuant to an Integration Agreement or in such other plant as is approved by the Minister after consultation with the Minister for Mines and "beneficiation" and "beneficiate" have corresponding meanings;

"deemed f.o.b. point" means on ship at the relevant loading point;

"deemed f.o.b. value" means an agreed or determined value of the iron ore as if the iron ore was sold f.o.b. at the deemed f.o.b. point as at:

- (a) in the case of iron ore the property of the Joint Venturers which is shipped out of the said State, the date of shipment; and
- (b) in any other case, the date of sale, transfer of ownership, disposal or use as the case may be;

s. 9

"Department" means the department of the State from time to time assisting the Minister for Mines in the general administration of the Mining Act 1978;

"EP Act" means the *Environmental Protection Act 1986* (WA);

"fine ore" means iron ore (not being beneficiated ore) which is screened and will pass through a 6.3 millimetre mesh screen;

"f.o.b. value" means:

- (a) subject to paragraph (b), in the case of iron ore shipped and sold by the Joint Venturers, the price which is payable for the iron ore by the purchaser thereof to the Joint Venturers or an associated company or, where the Minister considers, following advice from the appropriate Government department, that the price payable in respect of the iron ore does not represent a fair and reasonable market value for that type of iron ore assessed on an arm's length basis, such amount as is agreed or determined as representing such a fair and reasonable market value, less all export duties and export taxes payable to the Commonwealth on the export of the iron ore and all costs and charges properly incurred and payable by the Joint Venturers from the time the iron ore shall be placed on ship at the relevant loading port to the time the same is delivered and accepted by the purchaser including:
 - (i) ocean freight;
 - (ii) marine insurance;
 - (iii) port and handling charges at the port of discharge;
 - (iv) all costs properly incurred in delivering the iron ore from port of discharge to the smelter and evidenced by relevant invoices;
 - (v) all weighing sampling assaying inspection and representation costs;

- (vi) all shipping agency charges after loading on and departure of ship from the relevant loading port;
 - (vii) all import taxes by the country of the port of discharge; and
 - (viii) such other costs and charges as the Minister may in his discretion consider reasonable in respect of any shipment or sale;
- (b) in the case of iron ore initially sold at cost pursuant to the proviso to Section 21.05, the price which is payable for the iron ore by the arm's length purchaser as referred to in paragraph (c) of that proviso or, where the Minister considers, following advice from the appropriate Government department, that the price payable in respect of the iron ore does not represent a fair and reasonable market value for that type of iron ore assessed on an arm's length basis in the relevant international seaborne iron ore market, such amount as is agreed or determined as representing such a fair and reasonable market value, less all duties, taxes, costs and charges referred to in paragraph (a) above; and
- (c) in all other cases, the deemed f.o.b. value.

For the purposes of paragraph (a) of this definition, it is acknowledged that the consideration payable in an arm's length transaction for iron ore sold solely for testing purposes may be less than the fair and reasonable market value for that iron ore and in this circumstance where the Minister in his discretion is satisfied such consideration represents the entire consideration payable, the Minister shall be taken to be satisfied that such entire consideration represents the fair and reasonable market value;

“GNH Portion” means the portion of Great Northern Highway that traverses Temporary Reserves 4192H, 4737H, and 4882H (being more particularly land comprising portion of Lot 182 on Deposited Plan 219299 (LR 3116/247), the whole of Lot 181 on Deposited Plan 219298 (LR3116/246), the whole of Lot 180 on Deposited Plan 219297

s. 9

(LR3116/245) and portion of Lot 179 on Deposited Plan 219296 (LR3116/244));

"Government agreement" has the meaning given in the *Government Agreements Act 1979* (WA);

"Integration Agreement" means:

- (a) the agreement approved by and scheduled to the *Iron Ore (Hamersley Range) Agreement Act 1963*, as from time to time added to, varied or amended; or
- (b) the agreement approved by and scheduled to the *Iron Ore (Robe River) Agreement Act 1964*, as from time to time added to, varied or amended; or
- (c) the agreement approved by and scheduled to the *Iron Ore (Hamersley Range) Agreement Act Amendment Act 1968*, as from time to time added to, varied or amended; or
- (d) the agreement ratified by and scheduled to the *Iron Ore (Mount Bruce) Agreement Act 1972*, as from time to time added to, varied or amended; or
- (e) the agreement authorised by and as scheduled to the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended; or
- (f) the agreement ratified by and scheduled to the *Iron Ore (Hope Downs) Agreement Act 1992*, as from time to time added to, varied or amended; or
- (g) the agreement ratified by and scheduled to the *Iron Ore (Yandicoogina) Agreement Act 1996*, as from time to time added to, varied or amended;

"Integration Proponent" means in relation to an Integration Agreement, "the Company" or "the Joint Venturers" as the case may be as defined in, and for the purpose of, that Integration Agreement;

"iron ore" includes, without limitation, beneficiated ore;

"LAA" means the *Land Administration Act 1997* (WA);

"LAA Minister" means the Minister for Lands, a body corporate under section 7 of the LAA;

"laws relating to native title" means laws applicable from time to time in the said State in respect of native title and includes the *Native Title Act 1993* (Commonwealth);

"loading port" means:

- (a) the Port of Dampier; or
- (b) Port Walcott; or
- (c) any other port constructed after the variation date under an Integration Agreement; or
- (d) such other port approved by the Minister at the request of the Joint Venturers from time to time for the shipment of iron ore from the Mining Lease;

"lump ore" means iron ore (not being beneficiated ore) which is screened and will not pass through a 6.3 millimetre mesh screen;

"mine closure plan" means a document that:

- (a) is in the form required under the Mining Act 1978 for a mine closure plan relating to mining leases granted under that Act; and
- (b) contains information required under the Mining Act 1978 for a mine closure plan relating to mining leases granted under that Act including about:
 - (i) the decommissioning of each mine (within the meaning given to that term in the Mining Act 1978); and
 - (ii) the rehabilitation of land,
within the area of the Mining Lease;

"Mining Act 1978" means the *Mining Act 1978* (WA);

"Mining Lease" means the mining lease, granted pursuant to Section 9.01 and includes any renewal thereof and according to the requirements of the context describes the area of land

s. 9

demised as well as the instrument by which it is demised and includes any areas added to it pursuant to Section 9A.01;

"Minister for Water" means the Minister in the Government of the said State for the time being responsible for the administration of the *Rights in Water and Irrigation Act 1914* (WA);

"MRF Act" means the *Mining Rehabilitation Fund Act 2012* (WA);

"Related Entity" means a company in which:

- (a) as at 21 June 2010; and
- (b) after 21 June 2010, with the approval of the Minister, a direct or (through a subsidiary or subsidiaries within the meaning of the *Corporations Act 2001* (Commonwealth)) indirect shareholding of 20% or more is held by Rio Tinto Limited ABN 96 004 458 404;

"Relevant Land", in relation to Special Advance Tenure, means the land which is the subject of that Special Advance Tenure;

"Special Advance Tenure" means:

- (a) a miscellaneous licence or general purpose lease requested under Section 10.04 to be granted to the Joint Venturers under the Mining Act 1978; or
- (b) an easement or a lease requested under Section 10.04 to be granted to the Joint Venturers under the LAA,

and as the context requires such tenure if granted;

"Surrendered Land" means all portions and interests in land surrendered from Temporary Reserves 4192H, 4737H and 4882H pursuant to registered Partial Surrenders 751H/856, 752H/856 and 753H/856 respectively;

"The JORC Code" means the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves prepared by the Joint Ore Reserves Committee of The Australasian Institute of Mining and Metallurgy, Australian Institute of Geoscientists and Minerals Council of Australia

in December 2012 or any future superseding code issued by the same or any future equivalent organisation or organisations;

"variation date" means the date on which clause 2 of the variation agreement made on or about 27 August 2024 between the State, the Joint Venturers and the Guarantor comes into operation;

"washing" means a process of separation by water using only size as a criterion; and

- (c) in the definition of "assignee", deleting "and includes as associated company or third party in whose favour an appointment has been made pursuant to paragraph (b) of Section 25.04";
- (d) in the definition of "associated company", deleting "section (6) of the Companies Act 1961" and substituting "the *Corporations Act 2001* (Commonwealth)";
- (e) in the definition of "iron ore pellets", deleting "mineral lease" and substituting "Mining Lease";
- (f) in the definition of "iron ore products", deleting "mineral lease" and substituting "Mining Lease";
- (g) in the definition "Joint Venturers' wharf", by deleting "and whether the same be a wharf constructed by or on behalf of the Joint Venturers a wharf used by the Joint Venturers in conjunction with another or others (including the State)";
- (h) in the definition of "Minister for Mines", after the words "Mining Act" inserting the words "and the Mining Act 1978";
- (i) in the definition of "parties", by deleting "or" and substituting "and";
- (j) in the definition of "secondary processing", by:
 - (i) deleting "concentration or other beneficiation of iron ore otherwise than by crushing or screening" and substituting "beneficiation of iron ore"; and
 - (ii) before the word "pellets" inserting the words "iron ore"; and

s. 9

- (k) in the definition of "Year 1", after the words "export date and" deleting "year" and substituting "Year";
- (2) in Section 1.03 by:
 - (a) in paragraph (b), after the words "References to an Act" insert the words "(other than the Mining Act)"; and
 - (b) inserting after subparagraph (ii) of paragraph (e) the following new paragraphs:
 - "(f) Words in the singular shall include the plural and words in the plural shall include the singular according to the requirements of the context.
 - (g) One gender includes the other genders.
 - (h) Reference in this Agreement to any other document includes that document as from time to time added to, varied or amended and notwithstanding any change in the identity of the parties.
 - (i) "Including" means "including, but not limited to".
 - (j) Reference to a "person" includes a body corporate.
 - (k) Nothing in this Agreement shall be construed:
 - (i) to exempt the Joint Venturers from compliance with any requirement in connection with the protection of the environment arising out of or incidental to their activities under this Agreement that may be made by or under the EP Act; or
 - (ii) to exempt the State or the Joint Venturers from compliance with or to require the State or the Joint Venturers to do anything contrary to any laws relating to native title or any lawful obligation or requirement imposed on the State or the Joint Venturers as the case may be pursuant to any laws relating to native title; or
 - (iii) to exempt the Joint Venturers from compliance with the provisions of the *Aboriginal Heritage Act 1972* (WA)."

- (3) in Section 1.04 by:
 - (a) after the words "will be deemed" inserting the words "(as at the commencement date and as at the variation date)"; and
 - (b) deleting "and in particular without limiting the generality of the foregoing the Acts mentioned in Sections 1.05 to 1.08 inclusive shall be deemed to be amended to the extent indicated therein";
- (4) inserting after Section 1.05 the following new Section:

"SECTION 1.05A EP ACT Section 41 of the EP Act will be deemed amended so that subsections (2) and (3) of that section do not apply to decisions under or pursuant to this Agreement, the Mining Act and the Mining Act 1978 relating to:

 - (a) the granting of the mining lease pursuant to Section 9.01; or
 - (b) for the avoidance of doubt, the renewal of the right of occupancy pursuant to Section 3.06."
- (5) deleting Section 1.06 (other than the heading) and substituting "Not used.";
- (6) deleting Section 1.07 (other than the heading) and substituting "Not used.";
- (7) deleting Section 1.08 (other than the heading) and substituting "Not used.";
- (8) deleting Section 2.01 (other than the heading) and substituting "Not used.";
- (9) deleting Section 2.02 (other than the heading) and substituting "Not used.";
- (10) deleting Section 3.01 and substituting the following:

"SECTION 3.01 INITIAL OBLIGATIONS OF THE STATE

 - (a) The State shall subject to paragraph (c) and the adequate protection of the environment (including flora and fauna) and the land affected (including improvements thereon) arrange for the

s. 9

issue of requisite authority under any one or both of (as determined by the State in its discretion):

- (i) section 91 of the LAA; or
- (ii) section 182 of the LAA,

to allow the Joint Venturers to enter upon Crown land (within the meaning of the LAA and including, if applicable, land the subject of a pastoral lease) to carry out all works to the extent reasonably necessary for the purposes of undertaking their obligations under Section 4.01 or to undertake investigations, studies and surveys in furtherance of their proposed activities under this Agreement.

- (b) For the purposes of subparagraph (ii) of paragraph (a), section 182 of the LAA shall apply as if the activities under this Agreement (including a significant modification, expansion or other variation of them for which proposals are required pursuant to this Agreement) are a proposed public work for which the LAA Minister is under that section authorised to take interests in land within the meaning of that section.
 - (c) The Joint Venturers acknowledge that they shall be responsible for obtaining all consents of each person whose consent the LAA Minister (acting with the concurrence of the Minister in respect of any such Crown land the subject of a Government agreement) requires for the grant of any requisite authority referred to in paragraph (a) and in a form and substance acceptable to the LAA Minister."
- (11) in Section 3.09 deleting "mineral lease" and substituting "mining lease";
- (12) inserting after Section 3.09 the following new Section:
- "SECTION 3.10 MINING TENEMENTS DEDICATED TO THIS AGREEMENT**
- (a) On and from the variation date the Joint Venturers dedicate to this Agreement the mining tenements listed in the Fifth Schedule and such dedication will extend to any tenements granted by way of conversion of or substitution for the above described tenements as well as any renewals or extensions from time to time.

- (b) The terms and conditions of the dedicated mining tenements and the rights and obligations of the Joint Venturers under the Mining Act 1978 and the general law of the State are only affected to the extent required by the dedication in paragraph (a)."
- (13) in Section 4.01 by:
 - (a) deleting Section 4.01 (other than the heading) and substituting the following:

"The Joint Venturers shall continue their field and office engineering, environmental, heritage, market and finance studies and other matters necessary for the purposes of enabling them to finalise and to submit to the Minister the detailed proposals referred to in Clause V."; and
 - (b) in the heading, inserting an apostrophe after the word "VENTURERS" and inserting the word "CONTINUING" before the word "INVESTIGATIONS";
- (14) deleting Section 4.02 (other than the heading) and substituting "Not used.";
- (15) deleting Section 4.03 (other than the heading) and substituting the following:

"The Joint Venturers shall keep the State fully informed in writing at annual intervals from the variation date (or such lesser interval determined from time to time by the Minister) as to the progress and results of its investigations under Section 4.01 and shall supply to the State such information in relation thereto as the Minister may reasonably request from time to time.";
- (16) deleting Section 4.04 and substituting the following:

"SECTION 4.04 CONSULTATION WITH STATE The Joint Venturers shall co-operate with the State and consult with the representatives or officers of the State regarding matters referred to in Sections 4.01 and 4.03 and any other relevant studies in relation to those Sections that the Minister may wish the Joint Venturers to undertake."
- (17) deleting Section 5.01 (other than the heading) and substituting "Not used.";

s. 9

- (18) deleting Section 5.02 (other than the heading) and substituting the following:

"The Joint Venturers shall, subject to the EP Act, the provisions of this Agreement, grant of the Mining Lease, approval of a plan as referred to in Section 7.04 and provision of a plan as referred to in Section 7.05, submit to the Minister on or before 31 December 2032 to the fullest extent reasonably practicable their detailed proposals (herein referred to as "the said proposals") (which shall include (where practicable) appropriate plans and (where reasonably required by the Minister) appropriate specifications and any other details normally required by a local government for a large scale mining project in whose area any works are to be situated) in respect of the production of not less than 30 million tonnes of iron ore per annum for transportation from the Mining Lease and the transport and shipment of iron ore produced (whether as an initial development or as an expansion of a development the subject of proposals approved under Section 6A.02), which proposals shall be in substance consistent with the information provided by the Joint Venturers in support of their application for the Mining Lease under Section 9.01 (unless otherwise approved by the Minister) and include the location, area, layout, design, materials and time program for the commencement and completion of the construction or the provision (as the case may be) of each of the following matters:

- (a) the mining and recovery of iron ore including mining, crushing, screening, handling, transport and storage of iron ore and plant facilities and any beneficiation or further processing of iron ore proposed to be carried out;
- (b) transportation of iron ore from the Mining Lease (by road, railway, rail spur line or conveyor connecting to a railway constructed and operated under an Integration Agreement) to the loading port for shipping;
- (c) temporary accommodation and ancillary facilities for the mine construction workforce on or in the vicinity of the Mining Lease and housing or other appropriate accommodation and facilities elsewhere for the Joint Venturers' workforce;
- (d) storage and ship loading of iron ore;
- (e) water supply and disposal;

- (f) roads within the Mining Lease and roads serving the Mining Lease;
 - (g) energy supplies;
 - (h) mine aerodrome on or in the vicinity of the Mining Lease and any other aerodrome facilities and services;
 - (i) any ancillary leases, licenses, easements or other titles to land (not being exploration licences or retention licences) required from the State;
 - (j) disposal of waste materials;
 - (k) drainage;
 - (l) dust control measures;
 - (m) any other works, services or facilities proposed or required by the Joint Venturers; and
 - (n) use of local labour, professional services, manufacturers, suppliers, contractors and materials and measures to be taken with respect to the engagement and training of employees by the Joint Venturers, their agents and contractors."
- (19) in Section 5.03 deleting "(m) of Section 5.02" and substituting "(n) of Section 5.02";
- (20) in Section 5.04 by:
- (a) after the words "approval of the Minister" inserting the words "(except in relation to an Integration Agreement)"; and
 - (b) before each occurrence of the words "facilities" inserting the words "works installations or";
- (21) deleting Section 5.05 (other than the heading) and substituting the following:
- "At the time when the Joint Venturers submit the last of the said proposals pursuant to this Clause, they shall furnish to the Minister's reasonable satisfaction evidence of:
- (a) marketing arrangements demonstrating the Joint Venturers' ability to sell iron ore and iron ore products produced in accordance with the said proposals;

s. 9

- (b) the financial capacity of the Joint Venturers to undertake the operations to which the said proposals refer; and
- (c) the readiness of the Joint Venturers to embark upon and proceed to carry out the operations referred to in the said proposals."
- (22) deleting Section 5.06 (other than the heading) and substituting "Not used.";
- (23) in Section 6.01 by:
 - (a) after the words "the Minister may" in the first sentence inserting the words "subject to the EP Act";
 - (b) in paragraph (a) by:
 - (i) deleting "(m)" and substituting "(n)"; and
 - (ii) inserting before the semi colon the words "or until such time as Section 5.05 has been complied with"; and
 - (c) deleting the full stop at the end of paragraph (c) and substituting "; or" followed by the following new paragraphs:
 - "(d) subject to the limitations set out below, refuse to approve the proposal (whether it requests the grant of new tenure or not) if the Minister is satisfied on reasonable grounds that it is not in the public interest for the proposal to be approved,

PROVIDED ALWAYS that where implementation of any proposals hereunder has been approved pursuant to the EP Act subject to conditions or procedures, any approval or decision of the Minister under this Clause shall if the case so requires incorporate a requirement that the Joint Venturers make such alterations to the proposals as may be necessary to make them accord with those conditions or procedures.

In considering whether to refuse to approve a proposal the Minister is to assess whether or not the implementation of the proposal by itself, or together with any one or more of the other submitted proposals, will:

- (i) detrimentally affect economic and orderly development in the said State, including without limitation, infrastructure development in the said State; or
- (ii) be contrary to or inconsistent with the planning and development policies and objectives of the State; or
- (iii) detrimentally affect the rights and interests of third parties; or
- (iv) detrimentally affect access to and use by others of the lands the subject of any grant or proposed grant to the Joint Venturers.

The right to refuse to approve a proposal conferred by paragraph (d) may only be exercised in respect of a proposal where the Minister is satisfied on reasonable grounds that a purpose of the proposal is the integrated use of works installations or facilities (as defined in paragraph (g) of Section 9A.03 for the purpose of that Section) as contemplated by Section 9A.03. It may not be so exercised in respect of a proposal if pursuant to Section 7.03(e) the Minister, prior to the submission of the proposal, advised the Joint Venturers in writing that the Minister has no public interest concerns (as defined in that Section) with the single preferred development (as referred to in Section 7.03(e)(i)) the subject of the submitted proposals and those proposals are consistent (as to their substantive scope and content) with the information provided to the Minister pursuant to Section 7.03(e) in respect of that single preferred development."

- (24) deleting Section 6.02 (other than the heading) and substituting the following:

"The Minister shall within two (2) months after receipt of proposals pursuant to Section 5.02 give notice to the Joint Venturers of his decision in respect to the proposals, PROVIDED THAT:

- (a) where a proposal is to be assessed under Part IV of the EP Act the Minister shall only give notice to the Joint Venturers of his

s. 9

decision in respect to the proposal within two (2) months after service on him of an authority under section 45(12) of the EP Act; and

- (b) the Minister shall not consider a purported proposal or proposals (as the case may be) if the Minister is of the opinion that the purported proposal or proposals does not or do not (as the case may be) comply with Clause V or other provisions of this Agreement that apply to the purported proposal or proposals and in such circumstances:
 - (i) Section 6.01 and this Section (other than this paragraph (b)) shall not apply to the purported proposal or proposals;
 - (ii) subject to this Agreement, the Minister shall afford the Joint Venturers full opportunity to consult with him (including disclosure of written reasons for his opinion) and should they so desire to submit a new or revised proposal or proposals either generally or in respect to some particular matter; and
 - (iii) the Minister's opinion is not subject to arbitration hereunder.
- (c) Nothing in this Agreement prevents the Joint Venturers providing the Minister with a particular proposal or proposals in draft form and requesting that the Minister provide his or her view as to whether, if submitted under Section 5.02, Section 6.02(b) may apply to that proposal or proposals PROVIDED ALWAYS that in considering the draft proposal or proposals it is in the Minister's discretion whether to form or not form a view on the draft proposal or proposals and in that regard relevant considerations for not forming a view may include that the Joint Venturers have developed the draft proposal or proposals without consulting with, or taking into account comments of, the department from time to time principally assisting the Minister in the administration of this Agreement.
- (d) If the Minister decides to form a view on the Joint Venturers' draft proposal or proposals for the purpose referred to in paragraph (c), the Minister will within three (3) months of receiving the request (or if the Minister requests further information, within three (3) months of provision of that

information) provide to the Joint Venturers his or her view on the application of Section 6.02(b) and provide reasons if the Minister considers Section 6.02(b) may apply.

- (e) If the Minister decides not to form a view on the Joint Venturers' draft proposal or proposals for the purpose referred to in paragraph (c), the Minister will within three (3) months of receiving the request (or if the Minister requests further information, within three (3) months of provision of that information) advise the Joint Venturers accordingly and shall provide reasons to the extent he or she considers appropriate.
- (f) The Minister's view and any reasons provided under paragraph (d) or decision not to form a view on the Joint Venturers' draft proposal or proposals (including reasons in that regard) are not subject to arbitration hereunder.
- (g) Subject to paragraph (h), if, within six (6) months of the Minister providing views under paragraph (d), the Joint Venturers submit a proposal or proposals under Section 5.02 in materially the same form and substance as the draft proposal or proposals provided under paragraph (c) or as altered to address any reasons provided under paragraph (d) (as the case may be), Section 6.02(b) will not apply to such proposal or proposals.
- (h) Notwithstanding paragraph (g), the Minister may form the opinion under Section 6.02(b) that the proposal or proposals referred to in paragraph (g) does not or do not (as the case may be) comply with Clause V or other applicable provisions of this Agreement for reasons including a change in circumstances affecting or relevant to the proposal or proposals.
- (i) Subject to paragraph (g), a decision by the Minister to form or not form a view on the draft proposal or proposals provided by the Joint Venturers for the purpose referred to in paragraph (c) shall not in any way limit, prejudice or otherwise affect the exercise by the Minister of the Minister's powers, or the performance of the Minister's obligations, under this Agreement or otherwise under the laws from time to time of the said State."

(25) in Section 6.03 deleting "(a) or (c)" and substituting "(a), (c) or (d)";

s. 9

(26) in Section 6.04 by:

- (i) deleting "paragraph" and substituting "paragraph (a) or"; and
- (ii) inserting after the full stop the sentence "Any requirement of the Minister pursuant to the proviso to Section 6.01 and any decision of the Minister under paragraph (d) of Section 6.01 shall not be referable to arbitration hereunder.";

(27) in Section 6.06 by:

- (a) in paragraph (a) after the words "condition precedent" inserting the words "or Minister's decision to defer consideration";
- (b) in paragraph (b) by:
 - (i) deleting "that the condition precedent is unreasonable" and substituting "in favour of the Joint Venturers"; and
 - (ii) inserting before the full stop the words "unless determined otherwise by the arbitrator";

(28) deleting Section 6.07 and substituting the following new Sections:

"SECTION 6.07 EFFECT OF NON-APPROVAL OF SAID PROPOSALS Notwithstanding that under Section 6.01 any proposals of the Joint Venturers are approved by the Minister or determined by arbitration award, unless each and every such proposal and matter is so approved or determined by 31 December 2033 (or if the date for submission of proposals under Section 5.02 is extended pursuant to Section 29.01 then by the date twelve (12) months after expiry of such extension) then the Minister may give to the Joint Venturers twelve (12) months notice of intention to determine this Agreement and unless before the expiration of the said twelve (12) months period all the detailed proposals and matters are so approved or determined this Agreement shall cease and determine subject however to the provisions of Clause XXVI.

SECTION 6.08 IMPLEMENTATION OF APPROVED PROPOSALS

- (a) The Joint Venturers shall implement the approved proposals in accordance with the terms thereof.
- (b) Notwithstanding Section 28.01, the Minister may during the implementation of approved proposals approve variations to those proposals."

(29) inserting after Section 6.08 the following new Clause:

"CLAUSE VIA

SECTION 6A.01 OPTIONAL INTERIM PROPOSALS

- (a) Without limiting the obligation of the Joint Venturers under Section 5.02, the Joint Venturers may with the prior approval of the Minister and subject to the EP Act, the provisions of this Agreement, grant of the Mining Lease, approval of a plan as referred to in Section 7.04 and provision of a plan as referred to in Section 7.05, submit to the Minister on or before 31 December 2030 to the fullest extent reasonably practicable their detailed proposals (which shall include (where practicable) appropriate plans and (where reasonably required by the Minister) appropriate specifications and any other details normally required by a local government for a large scale mining project in whose area any works are to be situated) in respect of the Interim Development, which proposals shall be in substance consistent with the information provided by the Joint Venturers in support of their application for the Mining Lease under Section 9.01 (unless otherwise approved by the Minister) and include the location, area, layout, design, materials and time program for the commencement and completion of the construction or the provision (as the case may be) of the matters referred to in Section 5.02 as may be applicable to the development.
- (b) For the purposes of this Section "Interim Development" means a development preparatory to or comprising part of the initial development to be the subject of proposals under Section 5.02.

s. 9

SECTION 6A.02 CONSIDERATION OF OPTIONAL INTERIM PROPOSALS The provisions of Clause VI (except for Section 6.07) shall apply *mutatis mutandis* to proposals submitted under Section 6A.01."

- (30) deleting Section 7.01 (other than the heading) and substituting the following:
- "(a) Subject to Clause XXIII, if the Joint Venturers, at any time during the continuance of this Agreement after the approval of the said proposals, desire to significantly modify, expand or otherwise vary their activities carried on pursuant to this Agreement (other than under Section 9A.05 or Clause XXIII) beyond those activities specified in any proposals approved pursuant to Clause VI they shall give notice of such desire to the Minister and within two (2) months thereafter shall submit to the Minister detailed proposals in respect of all matters covered by such notice and such of the other matters mentioned in Section 5.02 as the Minister may require.
 - (b) A proposal may with the consent of the Minister (except in relation to an Integration Agreement) and that of any parties concerned (being in respect of an Integration Agreement the Integration Proponent for that agreement) provide for the use by the Joint Venturers of any works installations or facilities constructed or established under a Government agreement.
 - (c) Each of the proposals pursuant to paragraph (a) may with the approval of the Minister, or shall if so required by the Minister, be submitted separately and in any order as to any matter or matters in respect of which such proposals are required to be submitted.
 - (d) At the time when the Joint Venturers submit the said proposals they shall submit to the Minister details of any services (including any elements of the project investigations, design and management) and any works materials, plant, equipment and supplies that they propose to consider obtaining from or having carried out or permitting to be obtained from or carried out outside Australia together with their reasons therefor and shall, if required by the Minister, consult with the Minister with respect thereto.

- (e) The Joint Venturers may withdraw their proposals pursuant to paragraph (a) at any time before approval thereof, or where any decision in respect thereof is referred to arbitration as referred to in Section 7.02, within three (3) months after the award by notice to the Minister that they shall not be proceeding with the same."
- (31) deleting Section 7.02 and substituting the following:

**"SECTION 7.02 CONSIDERATION OF JOINT VENTURERS'
PROPOSALS UNDER SECTION 7.01**

- (a) In respect of each proposal pursuant to paragraph (a) of Section 7.01 the Minister shall:
 - (i) subject to the limitations set out below, refuse to approve the proposal (whether it requests the grant of new tenure or not) if the Minister is satisfied on reasonable grounds that it is not in the public interest for the proposal to be approved; or
 - (ii) approve of the proposal without qualification or reservation; or
 - (iii) defer consideration of or decision upon the same until such time as the Joint Venturers submit a further proposal or proposals in respect of some other of the matters mentioned in paragraph (a) of Section 7.01 not covered by the said proposal; or
 - (iv) require as a condition precedent to the giving of his approval to the said proposal that the Joint Venturers make such alteration thereto or comply with such conditions in respect thereto as he thinks reasonable, and in such a case the Minister shall disclose his reasons for such conditions,

PROVIDED ALWAYS that:

- (v) where implementation of any proposals hereunder has been approved pursuant to the EP Act subject to conditions or procedures, any approval or decision of the Minister under this Section shall if the case so requires incorporate a requirement that the Joint Venturers make such

s. 9

alterations to the proposals as may be necessary to make them accord with those conditions or procedures; and

- (vi) the Minister shall not consider a purported proposal or proposals (as the case may be) if the Minister is of the opinion that the purported proposal or proposals does not or do not (as the case may be) comply with Section 7.01 or other provisions of this Agreement that apply to the purported proposal or proposals and in such circumstances:
 - (A) this Section (other than this paragraph (vi)) shall not apply to the purported proposal or proposals;
 - (B) subject to this Agreement, the Minister shall afford the Joint Venturers full opportunity to consult with him (including disclosure of written reasons for his opinion) and should they so desire to submit a new or revised proposal or proposals either generally or in respect to some particular matter; and
 - (C) the Minister's opinion is not subject to arbitration hereunder.

The provisions of paragraphs (c) to (i) of Section 6.02 shall apply *mutatis mutandis*.

In considering whether to refuse to approve a proposal the Minister is to assess whether or not the implementation of the proposal by itself, or together with any one or more of the other submitted proposals, will:

- (A) detrimentally affect economic and orderly development in the said State, including without limitation, infrastructure development in the said State; or
- (B) be contrary to or inconsistent with the planning and development policies and objectives of the State; or
- (C) detrimentally affect the rights and interests of third parties; or

- (D) detrimentally affect access to and use by others of the lands the subject of any grant or proposed grant to the Joint Venturers.

The right to refuse to approve a proposal conferred by paragraph (a) may only be exercised in respect of a proposal where the Minister is satisfied on reasonable grounds that a purpose of the proposal is the integrated use of works installations or facilities (as defined in paragraph (g) of Section 9A.03 for the purpose of that Section) as contemplated by Section 9A.03. It may not be so exercised in respect of a proposal if pursuant to Section 7.03(e) the Minister, prior to the submission of the proposal, advised the Joint Venturers in writing that the Minister has no public interest concerns (as defined in that Section) with the single preferred development (as referred to in Section 7.03(e)(i)) the subject of the submitted proposals and those proposals are consistent (as to their substantive scope and content) with the information provided to the Minister pursuant to Section 7.03(e) in respect of that single preferred development.

- (b) The Minister shall within two (2) months after receipt of proposals pursuant to Section 7.01 give notice to the Joint Venturers of his decision in respect to the proposals, PROVIDED THAT where a proposal is to be assessed under Part IV of the EP Act the Minister shall only give notice to the Joint Venturers of his decision in respect to the proposal within two (2) months after service on him of an authority under section 45(12) of the EP Act.
- (c) If the decision of the Minister is as mentioned in either of subparagraphs (i), (iii) or (iv) of paragraph (a) the Minister shall afford the Joint Venturers full opportunity to consult with him and should they so desire to submit new or revised proposals either generally or in respect to some particular matter.
- (d) If the decision of the Minister is as mentioned in either of subparagraphs (iii) or (iv) of paragraph (a) and the Joint Venturers consider that the decision is unreasonable the Joint Venturers within two (2) months after receipt of the notice mentioned in paragraph (b) may elect to refer to arbitration in the manner hereinafter provided the question of the reasonableness

s. 9

of the decision PROVIDED THAT any requirement of the Minister pursuant to the proviso to paragraph (a) shall not be referable to arbitration hereunder. A decision of the Minister under subparagraph (i) of paragraph (a) shall not be referable to arbitration under this Agreement.

- (e) If by the award made on the arbitration pursuant to paragraph (d) the dispute is decided in favour of the Joint Venturers the decision shall take effect as a notice by the Minister that he is so satisfied with and approves the matter or matters the subject of the arbitration.
 - (f) The Joint Venturers shall implement the approved proposals in accordance with the terms thereof.
 - (g) Notwithstanding Section 28.01, the Minister may during the implementation of approved proposals approve variations to those proposals."
- (32) deleting Section 7.03 and substituting the following:
- "SECTION 7.03 NOTIFICATION OF POSSIBLE PROPOSALS
- (a) If the Joint Venturers, upon completion of a pre-feasibility study in respect of any matter that would require the submission and approval of proposals pursuant to this Agreement (being proposals which will have as their purpose, or one of their purposes, the integrated use of works installations or facilities as contemplated by Section 9A.03) for the matter to be undertaken, intends to further consider the matter with a view to possibly submitting such proposals they shall promptly notify the Minister in writing giving reasonable particulars of the relevant matter.
 - (b) Within one (1) month after receiving the notification the Minister may, if the Minister so wishes, inform the Joint Venturers of the Minister's views of the matter at that stage.
 - (c) If the Joint Venturers are informed of the Minister's views, they shall take them into account in deciding whether or not to proceed with their consideration of the matter and the submission of proposals.

- (d) Neither the Minister's response nor the Minister choosing not to respond shall in any way limit, prejudice or otherwise affect the exercise by the Minister of the Minister's powers, or the performance of the Minister's obligations, under this Agreement or otherwise under the laws from time to time of the said State.
- (e)
 - (i) This paragraph (e) applies where the Joint Venturers have settled upon a single preferred development a purpose of which is the integrated use of works installations or facilities (as defined in paragraph (g) of Section 9A.03 for the purpose of that Section) as contemplated by Section 9A.03.
 - (ii) For the purpose of this paragraph (e) "public interest concerns" means any concern that implementation of the single preferred development or any part of it will:
 - (A) detrimentally affect economic and orderly development in the said State, including without limitation, infrastructure development in the said State; or
 - (B) be contrary to or inconsistent with the planning and development policies and objectives of the State; or
 - (C) detrimentally affect the rights and interests of third parties; or
 - (D) detrimentally affect access to and use by others of lands the subject of any grant or proposed grant to the Joint Venturers.
 - (iii) At any time prior to submission of proposals the Joint Venturers may give to the Minister notice of their single preferred development and request the Minister to confirm that the Minister has no public interest concerns with that single preferred development.
 - (iv) The Joint Venturers shall furnish to the Minister with their notice reasonable particulars of the single preferred development including, without limitation:
 - (A) as to the matters that would be required to be addressed in submitted proposals; and

s. 9

- (B) their progress in undertaking any feasibility or other studies or matters to be completed before submission of proposals; and
 - (C) their timetable for obtaining required statutory and other approvals in relation to the submission and approval of proposals; and
 - (D) their tenure requirements.
 - (v) If so required by the Minister, the Joint Venturers will provide to the Minister such further information regarding the single preferred development as the Minister may require from time to time for the purpose of considering the Joint Venturers request and also consult with the Minister or representatives or officers of the State in regard to the single preferred development.
 - (vi) Within two (2) months after receiving the notice (or if the Minister requests further information, within two (2) months after the provision of that information) the Minister must advise the Joint Venturers:
 - (A) that the Minister has no public interest concerns with the single preferred development; or
 - (B) that he is not then in a position to advise that he has no public interest concerns with the single preferred development and the Minister's reasons in that regard.
 - (vii) If the Minister gives the advice mentioned in subparagraph (vi)(B) the Joint Venturers may, should they so desire, give a further request to the Minister in respect of a revised or alternate single preferred development and the provisions of this paragraph shall apply *mutatis mutandis* thereto."
- (33) inserting after Section 7.03 the following new Sections:
- "SECTION 7.04 COMMUNITY DEVELOPMENT PLAN
- (a) In this Section, the term "community and social benefits" includes:

- (i) assistance with skills development and training opportunities to promote work readiness and employment for persons living in the Pilbara region of the said State;
 - (ii) regional development activities in the Pilbara region of the said State, including partnerships and sponsorships;
 - (iii) contribution to any community projects, town services or facilities; and
 - (iv) a regionally based workforce.
- (b) The Joint Venturers acknowledge the need for community and social benefits flowing from this Agreement.
- (c) The Joint Venturers agree that:
 - (i) they shall prepare a plan which describes the Joint Venturers' proposed strategies for achieving community and social benefits in connection with their activities under this Agreement; and
 - (ii) the Joint Venturers shall, not later than six (6) months after the variation date, submit to the Minister the plan prepared under subparagraph (c)(i) and confer with the Minister in respect of the plan.
- (d) The Minister shall within two (2) months after receipt of a plan submitted under subparagraph (c)(ii), either notify the Joint Venturers that the Minister approves the plan as submitted or notify the Joint Venturers of changes which the Minister requires be made to the plan. If the Joint Venturers are unwilling to accept the changes which the Minister requires they shall notify the Minister to that effect and either party may refer to arbitration hereunder the question of the reasonableness of the changes required by the Minister.
- (e) The effect of an award made on an arbitration pursuant to paragraph (d) shall be that the relevant plan submitted by the Joint Venturers pursuant to subparagraph (c)(ii) shall, with such changes required by the Minister under paragraph (d) as the arbitrator determines to be reasonable (with or without modification by the arbitrator), be deemed to be the plan approved by the Minister under this Section.

s. 9

- (f) At least three (3) months before the anticipated submission of proposals relating to a proposed development pursuant to any of Clauses V, VIA and VII, Section 9A.05 and Clause XXIII, the Joint Venturers must, unless the Minister otherwise requires, give to the Minister information about how the proposed development may affect the plan approved or deemed to be approved by the Minister under this Section. This obligation operates in relation to all proposals submitted on or after the date that is four (4) months after the date when a plan is first approved or deemed to be approved under this Section.
- (g) The Joint Venturers shall at least annually report to the Minister about the Joint Venturers' implementation of the plan approved or deemed to be approved by the Minister under this Section.
- (h) At the request of either of them made at any time and from time to time, the Minister and the Joint Venturers shall confer as to any amendments desired to any plan approved or deemed to be approved by the Minister under this Section and may agree to amendment of the plan or adoption of a new plan. Any such amended plan or new plan will be deemed to be the plan approved by the Minister under this Section in respect of the development to which it relates.
- (i) During the currency of this Agreement, the Joint Venturers shall implement the plan approved or deemed to be approved by the Minister under this Section.
- (j) The Joint Venturers shall promptly provide to the State a summary of each plan approved or deemed to be approved in a form reasonably required by the State (which summary shall be published by or on behalf of the Joint Venturers).

SECTION 7.05 LOCAL PARTICIPATION PLAN

- (a) In this Section, the term "local industry participation benefits" means:
 - (i) the use and training of labour available within the said State;
 - (ii) the use of the services of engineers, surveyors, architects and other professional consultants, experts, specialists,

project managers and contractors available within the said State; and

- (iii) the procurement of works, materials, plant, equipment and supplies from Western Australian suppliers, manufacturers and contractors.
- (b) The Joint Venturers acknowledge the need for local industry participation benefits flowing from this Agreement.
- (c) The Joint Venturers agree that they shall, not later than six (6) months after the variation date, prepare and provide to the Minister a plan which contains:
 - (i) a clear statement on the strategies which the Joint Venturers will use, and require a third party as referred to in paragraph (g) to use, to maximise the uses and procurement referred to in paragraph (a);
 - (ii) detailed information on the procurement practices the Joint Venturers will adopt, and require a third party as referred to in paragraph (g) to adopt, in calling for tenders and letting contracts for works, materials, plant, equipment and supplies in relation to a proposed development and how such practices will provide fair and reasonable opportunity for suitably qualified Western Australian suppliers, manufacturers and contractors to tender or quote for works, materials, plant, equipment and supplies;
 - (iii) detailed information on the methods the Joint Venturers will use, and require a third party as referred to in paragraph (g) to use, to have its respective procurement officers promptly introduced to Western Australian suppliers, manufacturers and contractors seeking such introduction; and
 - (iv) details of the communication strategies the Joint Venturers will use, and require a third party as referred to in paragraph (g) to use, to alert Western Australian engineers, surveyors, architects and other professional consultants, experts, specialists, project managers and consultants and Western Australian suppliers, manufacturers and contractors to services opportunities

s. 9

and procurement opportunities respectively as referred to in paragraph (a).

It is acknowledged by the Joint Venturers that the strategies of the Joint Venturers referred to in subparagraph (c)(i) will include strategies of the Joint Venturers in relation to supply of services, labour, works, materials, plant, equipment or supplies for the purposes of this Agreement.

- (d) At the request of either of them made at any time and from time to time, the Minister and the Joint Venturers shall confer as to any amendments desired to any plan provided under this Section and may agree to the amendment of the plan or the provision of a new plan in substitution for the one previously provided.
- (e) At least six (6) months before the anticipated submission of proposals relating to a proposed development pursuant to any of Clauses V, VIA and VII, Section 9A.05 and Clause XXIII, the Joint Venturers must, unless the Minister otherwise requires, give to the Minister information about the implementation of the plan provided under this Section in relation to the proposed development. This obligation operates in relation to all proposals submitted on or after the date that is seven (7) months after the date when a plan is first provided under this Section.
- (f) During the currency of this Agreement the Joint Venturers shall implement the plan provided under this Section.
- (g) The Joint Venturers shall:
 - (i) in every contract entered into with a third party where the third party has an obligation or right to procure the supply of services, labour, works, materials, plant, equipment or supplies for or in connection with a proposed development, ensure that the contract contains appropriate provisions requiring the third party to undertake procurement activities in accordance with the plan provided under this Section; and
 - (ii) use reasonable endeavours to ensure that the third party complies with those provisions.

- (h) The Joint Venturers shall promptly provide to the State a summary of each plan provided under this Section in a form reasonably required by the State (which summary shall be published by or on behalf of the Joint Venturers)."
- (34) in Section 8.01 by:
 - (a) in paragraph (a) inserting before the semi colon the words "(other than as contemplated by paragraph (c) of that Section)";
 - (b) deleting paragraph (c) (other than the paragraph number) and substituting "Not Used."; and
 - (c) in paragraph (d) deleting "three (3)" and substituting "six (6)";
- (35) deleting Section 9.01 and substituting the following:

"SECTION 9.01 MINING LEASE The Joint Venturers may at any time and before the date that is two (2) years from the variation date (or thereafter within such period as extended by the Minister pursuant to Section 29.01) apply to the Minister for a mining lease for the whole of the land comprised in the mining areas as is then subject to the right of occupancy, the Surrendered Land and the mining tenements listed in the Fifth Schedule (and any tenements granted by way of conversion of or substitution for those tenements as well as any renewals or extensions of them that at the time the application is made the Joint Venturers are registered holders) and such application shall be supported by the following information:

 - (a) proposed overall plan for development of the mining lease (including location of mines, mining sequence strategy and time frames for development);
 - (b) proposed mining and processing methodology and supporting significant works, installations or facilities and areas proposed to be used for such infrastructure;
 - (c) details of all resources reported in accordance with The JORC Code;

and the Minister may within two (2) months after receipt of the application under this Section 9.01 request:

s. 9

- (d) any other information required under the Mining Act 1978 in support of an application for a mining lease that is required by the Minister (after consulting the Minister for Mines); and
- (e) any other information required by the Minister.

Provided that the Minister is satisfied that the information supporting the Joint Venturers' application is sufficient, the State shall subject to the conditions and provisions set out in the paragraphs below and insofar as is permitted by laws relating to native title cause to be granted to the Joint Venturers a mining lease in the form set out in the Schedule to this Agreement for the mining of iron ore from the land identified in the application upon the surrender of the right of occupancy and the relevant mining tenements:

- (a) the mining lease may be in respect of one or more pieces of land whether contiguous or not provided that the total area of the land the subject thereof will not exceed one thousand, one hundred and sixty-seven (1,167) square kilometres;
- (b) the boundaries of each piece of land comprising such area will be so located as to form a rectangle or as near thereto as is practicable;
- (c) the rental payable in respect of the mining lease shall be that prescribed from time to time under the Mining Act 1978 otherwise than under regulation 28A;
- (d) the Joint Venturers will therein covenant to pay to the State in addition to the said rent the royalties fixed in Section 21.01;
- (e) the mining lease may be granted before the area leased has been surveyed but in that case shall be granted subject to the condition that the area leased shall be surveyed by the Joint Venturers at their expense in accordance with the Mining Act 1978 except that the Minister will determine any disputes or objections and shall accord with that survey;
- (f) subject to the due payment by the Joint Venturers of the said rent and royalties and to the due performance and observance by them of their other obligations thereunder and of their obligations under this Agreement and the Mining Act 1978 the term thereof will be twenty one (21) years as from the date of the granting thereof but the Joint Venturers will during the continuance of this

Agreement have the right to take three (3) successive renewals of the said term each for a period of twenty one (21) years upon the same terms and conditions as the previous term and to apply to the Minister for one (1) further renewal at the Minister's discretion for a period up to twenty one (21) years upon such terms and conditions as the Minister for Mines determines subject to the sooner determination of the said term upon the cessation or determination of this Agreement. The said right will be exercisable by the Joint Venturers making written application to the Minister for any such renewal not later than twelve (12) months before the expiration of the current term of the Mining Lease;

- (g) from and after Year 14 the Joint Venturers, in addition to the rental already referred to in paragraph (c), shall pay to the State an additional rental in respect of the Mining Lease equal to 25 cents per tonne on all iron ore in respect of which royalty is payable under Section 21.01, such additional rental to be paid in respect of the same periods and at the same times as such royalty is payable;
- (h) the Commissioner of Main Roads (in consultation with the Minister and the Minister for Mines) shall pursuant to this paragraph determine prior to the grant of the mining lease and from time to time thereafter terms and conditions relating to the GNH Portion (including, as a consequence of the Joint Venturers' planned or proposed activities hereunder, requiring the Joint Venturers to enter into an agreement with the Commissioner of Main Roads relating to relevant matters including the modification, replacement and relocation of any affected portion or section of Great Northern Highway and associated infrastructure and equipment at the cost of the Joint Venturers and otherwise on terms reasonably required by the Commissioner of Main Roads);
- (i) the Joint Venturers shall carry out their operations on the mining lease in accordance with this Agreement and approved proposals hereunder, the terms and conditions of the mining lease (including such conditions not inconsistent with this Agreement as determined and endorsed thereon by the Minister for Mines from time to time), the terms and conditions determined from time to time by the Commissioner of Main Roads (in consultation

s. 9

with the Minister and the Minister for Mines) in relation to the GNH Portion and any other applicable requirements that are not inconsistent with the terms of this Agreement;

- (j) the provisions of the Mining Act 1978 are deemed modified to prohibit any application for a mining tenement being made in respect of the Surrendered Land prior to the grant of the mining lease and to the extent any application for a mining tenement in respect of such land is made by a person (other than the Joint Venturers) prior to the variation date such pending application (other than miscellaneous licence application L 47/1151) is by this paragraph terminated on the variation date and no action, claim or demand lies against the State, the Minister or any other person in respect of any matter or thing arising from the termination of the pending application under this paragraph;
 - (k) the provisions of the Mining Act 1978 which, but for this paragraph, entitle or would entitle a person to object with or without the leave of the warden to the grant of the mining lease to the Joint Venturers, shall not apply to the extent only that those provisions entitle or would entitle a person to so object;
 - (l) the mining lease on grant, amendment or renewal will be taken to be, and to always have been, valid and effective to the same extent as it would have been if the requirements under this Agreement and the Mining Act 1978 for its grant, amendment or renewal had been complied with;
 - (m) section 118A of the Mining Act 1978 does not apply to the Mining Lease; and
 - (n) subject to paragraphs (a) to (m) inclusive of this Section and as in this Agreement otherwise provided all relevant provisions of the Mining Act 1978 and the Regulations thereunder will apply subject to contrary express and implied provisions of this Agreement (and for the avoidance of doubt the Joint Venturers will not be required to submit any mining proposals, mine closure plans, programmes of works or other authorising documents under the Mining Act 1978 in respect of their activities upon the Mining Lease)."
- (36) deleting Section 9.02 (other than the heading) and substituting "Not used.";

- (37) in Section 9.03 by:
- (a) deleting "(e)" and substituting "(f)";
 - (b) after the words "Section 9.01" inserting the words "and the Mining Act 1978";
 - (c) after the words "due and has" inserting the word "not";
 - (d) before "surrender" inserting the words "with the prior consent of the Minister"; and
 - (e) deleting "mineral lease" and substituting "Mining Lease provided however that such portion or portions have been rehabilitated in accordance with the EP Act, the approved mine closure plan, the terms and conditions of the Mining Lease and any other applicable requirements, unless the Minister otherwise allows";
- (38) deleting Section 9.04 (other than the heading) and substituting "Not used.";
- (39) deleting Section 9.05 and substituting the following:
- "SECTION 9.05 STONE, SAND, CLAY AND GRAVEL The Joint Venturers in accordance with approved proposals may for the construction of works (and the maintenance thereof) for the purposes of this Agreement and without payment of royalty, obtain stone sand clay and gravel from the Mining Lease."
- (40) deleting Section 9.06 (other than the heading) and substituting "Not used.";
- (41) in Section 9.07 by deleting "MINERAL LEASE" in the heading and substituting "MINING LEASE" and deleting "mineral lease" in the Section and substituting "Mining Lease";
- (42) deleting Section 9.08 (other than the heading) and substituting "Not used.";
- (43) inserting after Section 9.08 the following new Sections:
- "SECTION 9.09 COMPLIANCE WITH LAWS RELATING TO
NATIVE TITLE
- The provisions of this Section shall not operate so as to require the State to grant or vary, or cause to be granted or varied, any lease, licence or

s. 9

other right or title until all processes necessary under laws relating to native title to enable that grant or variation to proceed, have been completed.

SECTION 9.10 EXEMPTION FROM EXPENDITURE CONDITIONS
The State shall ensure that during the currency of this Agreement and subject to compliance with its obligations hereunder the Joint Venturers shall not be required to comply with the expenditure conditions imposed by or under the Mining Act 1978 in regard to the Mining Lease.

"SECTION 9.11 MINING LEASE REPORTS AND INFORMATION The Joint Venturers shall lodge with or provide to the Department in respect of the Mining Lease:

- (a) such periodical reports and returns as may be prescribed or otherwise usually required (including by the imposition of conditions or other requirements) in respect of a mining lease under or pursuant to the Mining Act 1978 or the regulations made thereunder, unless the Minister for Mines allows otherwise;
- (b) if requested by the Department but not more frequently than annually, a report on identified mineral resources and/or iron ore reserves within the Mining Lease (prepared in accordance with The JORC Code) together with a list of any geological, geochemical, geophysical, geotechnical and metallurgical activities carried out during the year and, if requested by the Department, the Joint Venturers will provide details and results of any of those activities in a mineral exploration report or other technical report, in accordance with statutory guidelines on reporting as specified under the Mining Act 1978;
- (c) reports on drilling operations and drill holes where the main purposes of the drilling was to discover or define future mineral resources and ore reserves within the Mining Lease and, if requested by the Department, reports on drilling done within blocks of proven ore for the purpose of mine planning; and
- (d) notification to the Department of any intention to destroy or dispose of drill cores obtained from the Mining Lease and, if requested by the Department, such drill cores.

SECTION 9.12 CONTINUED EXPLORATION

- (a) The Joint Venturers shall progressively explore and carry out reasonable geological investigations to delineate the Inferred Mineral Resource (as defined in The JORC Code) of iron ore within the Mining Lease to support timely development of that resource and provide notice to the Department each anniversary of the grant of the Mining Lease of their proposed exploration works programme for that reporting year and the exploration works undertaken during the preceding reporting year as part of a report lodged under Section 9.11.
- (b) In considering each application by the Joint Venturers for the renewal of the term of the Mining Lease, the Minister for Mines shall consult with the Minister and have regard to the Joint Venturers' compliance with paragraph (a) in respect of the Mining Lease and the results of the geological investigations carried out on it.
- (c) (i) Without limiting paragraph (f) of Section 9.01 or Clause XXVI, at the time of considering each application by the Joint Venturers for the renewal of the term of the Mining Lease, the Minister for Mines may, taking into account the types of circumstances where an exemption from compliance with expenditure conditions would ordinarily be granted under the Mining Act 1978 and any other relevant matters (including any prior concerns notified by the Minister for Mines and the Department in relation to the Joint Venturers' compliance with paragraph (a) in respect of the Mining Lease) and after consulting the Joint Venturers and with the concurrence of the Minister, determine that the Joint Venturers have not complied with their obligation under paragraph (a) in respect of an area or areas and have not provided reasonable explanation in that regard, in which case, subject to the matter being referred to arbitration by the Joint Venturers under Section 32.01 and the award in the matter being adjudged in favour of the Joint Venturers, the Joint Venturers shall within two (2) months of being notified of that determination provide the Minister for Mines with an exploration programme in respect of the area or areas

s. 9

identified in the notice for approval by the Minister for Mines and implementation by the Joint Venturers.

(ii) If the Joint Venturers fail to:

- (A) provide an exploration programme to the Minister for Mines or to have the programme approved; or
- (B) implement the approved exploration programme to the reasonable satisfaction of the Minister for Mines (acting with the concurrence of the Minister),

the Minister for Mines shall notify the Joint Venturers and, subject to the matter being referred to arbitration and the award being adjudged in favour of the Joint Venturers, on the date one (1) month after such notification or the date of an award in favour of the Minister for Mines the area or areas identified in the notice or by the award (as the case may be) will be deemed surrendered from the Mining Lease and exempted from mining under section 19 of the Mining Act 1978 pending the Minister for Mines determining how and when to deal with the exempted land pursuant to that section.

SECTION 9.13 MRF ACT On and from the variation date, the right of occupancy, the Mining Lease and any other mining tenements granted pursuant to this Agreement shall be deemed to be a mining authorisation for the purposes of the MRF Act and the regulations made under that Act. For the avoidance of doubt, the mining tenements referred to in Section 3.10 continue to be mining authorisations for the purposes of the MRF Act notwithstanding their dedication to the Agreement.

SECTION 9AA.01 OTHER MINING TENEMENTS

- (a) Notwithstanding anything contained or implied in this Agreement or in the Mining Lease or the Mining Act 1978, mining tenements may subject to the provisions of this Section be granted to or registered in favour of persons other than the Joint Venturers under the Mining Act 1978 in respect of the areas the subject of the Mining Lease unless the Minister for Mines determines that such grant or registration is likely unduly to prejudice or interfere with the current or prospective operations

of the Joint Venturers hereunder with respect to iron ore, assuming the taking by the Joint Venturers of reasonable steps to avoid the prejudice or interference, or is likely unduly to reduce the quantity of economically extractable iron ore available to the Joint Venturers.

- (b) A mining tenement granted or registered as a result of this Section shall not confer any right to mine or otherwise obtain rights to iron ore on the tenement.
- (c)
 - (i) In respect of any application for a mining tenement made under the Mining Act 1978 in respect of an area the subject of the Mining Lease the Minister for Mines shall consult with the Minister and the Joint Venturers with respect to the significance of iron ore deposits in, on or under the land the subject of the application and any effect the grant of a mining tenement pursuant to such application might have on the current or prospective iron ore operations of the Joint Venturers under this Agreement.
 - (ii) Where the Minister for Mines, after taking into account any matters raised by the Minister or the Joint Venturers determines that the grant or registration of the application is likely to have the effect on the operations of the Joint Venturers or the iron ore referred to in paragraph (a) of this Section, he shall notwithstanding any recommendation of any mining registrar or warden, by notice served on the mining registrar with whom the application was lodged, refuse the application.
 - (iii) Before making a determination pursuant to subparagraph (ii) of this paragraph (c) the Minister for Mines may request the warden of the mineral field or district thereof in which is situated the mining tenement for which the application was made to hear the application and any objections thereto and as soon as practicable after the hearing of the application to report to the Minister for Mines on the application and the objections and the effect on the current or prospective operations of the Joint Venturers or the quantity of economically extractable iron ore that a grant of the application might have.

s. 9

- (d) (i) Except as provided in paragraph (c) of this Section no mining registrar shall deal with an application for a mining tenement in respect of an area the subject of the Mining Lease unless and until the Minister for Mines has notified them that it is not intended to refuse the application pursuant to paragraph (c) of this Section. Following such advice to the mining registrar the application shall be disposed of under and in accordance with the Mining Act 1978 save that where the warden has heard the application and objections thereto pursuant to subparagraph (iii) of paragraph (c) of this Section, the application may be dealt with by the warden without further hearing.
- (ii) The Joint Venturers may exercise in respect of any application for a mining tenement lodged with a mining registrar any right that it may have under the Mining Act 1978 to object to the granting of the application.
- (iii) Any mining tenement granted pursuant to such application shall, in addition to any covenants and conditions that may be prescribed or imposed, be granted subject to such conditions as the Minister for Mines may determine having regard to the matters the subject of the consultations with the Minister and the Joint Venturers pursuant to subparagraph (i) of paragraph (c) of this Section and any matters raised by the Joint Venturers before the warden pursuant to subparagraph (iii) of paragraph (c) of this Section or to subparagraph (ii) of this paragraph (d).
- (e) (i) On the grant of any mining tenement pursuant to an application to which this Section applies the land the subject thereof shall thereupon be deemed excised from the Mining Lease (with abatement of future rent in respect of the area excised but without any abatement of rent already paid or of rent which has become due and has not been paid in advance).
- (ii) On the expiration or sooner determination of any such mining tenement or, if that tenement is a prospecting licence, exploration licence or retention licence and a

substitute tenement is granted in respect thereof pursuant to an application made under section 49 or section 67 or section 70L of the Mining Act 1978, then on the expiration or sooner determination of the substitute title the land the subject of such mining tenement or substitute title as the case may be shall thereupon be deemed to be part of the land in the Mining Lease (with appropriate adjustment of rental) and unless the Minister otherwise directs shall be subject to the terms and conditions of the Mining Lease and this Agreement.

SECTION 9AB.01 MINE CLOSURE PLANNING

- (a) The Joint Venturers shall, not later than twelve (12) months after the approval of proposals under Clause VI or Clause VIA (whichever is earlier), lodge with the State a mine closure plan for, subject to the EP Act, approval by the Minister for Mines (acting with the concurrence of the Minister) and on provision of such approval:
 - (i) the mine closure plan shall be deemed to be a mine closure plan within the meaning given to that term in the Mining Act 1978 that, subject to this Section, is to be reviewed, amended and implemented in accordance with that Act;
 - (ii) the Mining Lease shall be deemed to be subject to:
 - (A) a condition that the holder of the Mining Lease must review the mine closure plan and obtain approval for the reviewed mine closure plan in accordance with this Section; and
 - (B) a condition that the holder of the Mining Lease must decommission all mines (within the meaning given to that term in the Mining Act 1978) from time to time within the area of, and rehabilitate the land within, the Mining Lease in accordance with the approved mine closure plan from time to time.
- (b) The Joint Venturers shall ensure that the mine closure plan referred to in paragraph (a) of this Section is reviewed at the times that a mine closure plan under the Mining Act 1978 is required by that Act to be reviewed and otherwise at the times

s. 9

determined from time to time by the Minister for Mines (acting with the concurrence of the Minister).

- (c) The Joint Venturers shall ensure that a reviewed mine closure plan is within the applicable times under paragraph (b) of this Section lodged with the State for approval, subject to the EP Act, by the Minister for Mines (acting with the concurrence of the Minister).
- (d) The Minister for Mines (acting with the concurrence of the Minister) may approve the mine closure plan or a reviewed mine closure plan as lodged or subject to such changes as required by the Minister for Mines (acting with the concurrence of the Minister). If the Joint Venturers are unwilling to accept the changes required to be made, they shall notify the Minister to that effect and either party may refer to arbitration hereunder the question of the reasonableness of the changes and the effect of an award made on arbitration shall be that the mine closure plan or reviewed mine closure plan (as the case may be) lodged by the Joint Venturers shall, with such changes as required by the Minister for Mines (acting with the concurrence of the Minister) as the arbitrator determines to be reasonable (with or without modification by the arbitrator) be deemed to be the plan approved by the Minister for Mines (acting with the concurrence of the Minister) under this Section.
- (e) Without limiting the Mining Act 1978, the Joint Venturers shall implement the mine closure plan or reviewed mine closure plan approved or deemed to be approved from time to time under paragraph (d) of this Section.
- (f) Without limiting the Mining Act 1978, the obligations set out in paragraph (e) of this Section shall survive the cessation or determination of this Agreement and the expiry or surrender of the Mining Lease, in which case the Joint Venturers may enter and re-enter the land that was the subject of the Mining Lease with such agents, employees, vehicles, machinery and equipment as may be necessary for the purpose of implementing the relevant mine closure plan and complying with the relevant conditions.

SECTION 9A.01 ADDITIONAL AREAS

- (a) Notwithstanding the provisions of the Mining Act 1978 the Joint Venturers may from time to time during the currency of this Agreement apply to the Minister for areas held by the Joint Venturers or an associated company under a mining tenement granted under the Mining Act 1978 to be included in the Mining Lease but so that the total area of the Mining Lease, any land that may be included in the Mining Lease pursuant to this Agreement and of any other mining lease granted under or pursuant to this Agreement (as aggregated) shall not at any time exceed one thousand, one hundred and sixty-seven (1,167) square kilometres. The Minister shall confer with the Minister for Mines in regard to any such application and if they approve the application the Minister for Mines shall upon the surrender of the relevant mining tenement include the area the subject thereof in the relevant Mining Lease by endorsement subject to such of the conditions of the surrendered mining tenement as the Minister for Mines determines but otherwise subject to the same terms covenants and conditions as apply to the Mining Lease (with such apportionment of rents as is necessary) and notwithstanding that the survey of such additional land has not been completed but subject to correction to accord with the survey when completed at the Joint Venturers' expense.
- (b) The Minister may approve, upon application by the Joint Venturers from time to time, for the total area referred to in paragraph (a) to be increased up to a limit not exceeding one thousand five hundred (1,500) square kilometres.
- (c) The Joint Venturers shall not mine or carry out other activities (other than exploration, bulk sampling and testing) on any area or areas added to the Mining Lease pursuant to paragraph (a) of this Section unless and until proposals with respect thereto are approved or determined as contemplated by paragraph (d) of this Section.
- (d) If the Joint Venturers desire to commence mining of iron ore or to carry out any other activities (other than as aforesaid) on the said areas they shall give notice of such desire to the Minister and shall within two (2) months of the date of such notice (or thereafter within such extended time as the Minister may allow

s. 9

as hereinafter provided) and subject to the provisions of this Agreement submit to the Minister to the fullest extent reasonably practicable their detailed proposals (which proposals shall include plans where practicable and specifications where reasonably required by the Minister) with respect to such mining or other activities as additional proposals pursuant to Section 7.01.

SECTION 9A.02 BLENDING OF IRON ORE

- (a) The Joint Venturers may blend iron ore mined from the Mining Lease with any:
- (i) iron ore mined from a mining tenement or other mining title granted under, or pursuant to, an Integration Agreement; or
 - (ii) iron ore mined from a Mining Act 1978 mining lease located in, or proximate to, the Pilbara region of the said State which is held by a Related Entity alone or with a third party or parties (excluding any mining lease granted pursuant to, or held under, a Government agreement); or
 - (iii) with the prior approval of the Minister, iron ore mined in, or proximate to, the Pilbara region of the said State under a Government agreement (excluding an Integration Agreement); or
 - (iv) with the prior approval of the Minister, iron ore mined by a third party from a Mining Act 1978 mining lease located in, or proximate to, the Pilbara region of the said State (excluding under a Government agreement) which has been purchased by an Integration Proponent from the third party.
- (b) The authority given under paragraph (a) is subject to the Minister being reasonably satisfied that there are in place adequate systems and controls for the correct apportionment of the quantities of iron ore being blended as between each of the sources referred to in paragraph (a), which systems and controls monitor production, processing, transportation, stockpiling and shipping of all such iron ore. If at any time the Minister ceases to be so satisfied he may, after consulting the Joint Venturers and

provided the Joint Venturers have not within three (3) months after the commencement of such consultation addressed the matters of concern to the Minister to his satisfaction, by notice in writing to the Joint Venturers suspend the above authority in respect of the relevant blending arrangements until he is again satisfied in terms of this paragraph (b).

- (c) If any blending of iron ore occurs as contemplated by this Section, then for the purposes of Sections 21.01 and 21.03, a portion of the iron ore so blended being equal to the proportion that the amount of iron ore from the Mining Lease used in the admixture of iron ore bears to the total amount of iron ore so blended, shall be deemed to be produced from the Mining Lease.

**SECTION 9A.03 INTEGRATED USE OF WORKS
INSTALLATIONS OR FACILITIES UNDER
THE INTEGRATION AGREEMENTS**

- (a) Subject to paragraphs (b) to (g) of this Section and to the other provisions of this Agreement, the Joint Venturers may during the continuance of this Agreement:

- (i) use any existing or new works installations or facilities constructed or held:

- (A) under this Agreement; or
- (B) under any other Integration Agreement which are made available for such use and during the continuance of such Integration Agreement; or
- (C) with the approval of the Minister, under a Government agreement (excluding an Integration Agreement) which are made available for such use and during the continuance of that agreement,

(wholly or in part) in the activities of the Joint Venturers carried on by them pursuant to this Agreement including, without limitation, as part of those activities, transporting by railway and shipping from a loading port and undertaking any ancillary and incidental activities in doing so (including, without limitation, blending permitted by Section 9A.02) of:

s. 9

- (aa) iron ore mined from a Mining Act 1978 mining lease located in, or proximate to, the Pilbara region of the said State which is held by a Related Entity alone or with a third party or parties (excluding any mining lease granted pursuant to, or held under, a Government agreement);
- (ab) with the prior approval of the Minister, iron ore mined in, or proximate to, the Pilbara region of the said State under a Government agreement (excluding an Integration Agreement);
- (ac) with the prior approval of the Minister, iron ore mined by a third party from a Mining Act 1978 mining lease located in, or proximate to, the Pilbara region of the said State (excluding under a Government agreement) which has been purchased by the Joint Venturers from the third party;
- (ad) iron ore mined under an Integration Agreement;
- (ii) make any existing or new works installations or facilities constructed or held under this Agreement available for use (wholly or partly) by another Integration Proponent during the continuance of its Integration Agreement in the activities of that Integration Proponent carried on by it pursuant to its Integration Agreement including, without limitation, as part of those activities, transporting by railway and shipping from a loading port and undertaking any ancillary and incidental activities in doing so (including, without limitation, blending permitted by that Integration Agreement) of:
 - (A) iron ore mined from a Mining Act 1978 mining lease located in, or proximate to, the Pilbara region of the said State which is held by a Related Entity alone or with a third party or parties (excluding any mining lease granted pursuant to, or held under, a Government agreement);
 - (B) with the prior approval of the Minister (as defined in that Integration Agreement), iron ore mined in, or proximate to, the Pilbara region of the said State

- under a Government agreement (excluding an Integration Agreement);
- (C) with prior approval of the Minister (as defined in that Integration Agreement), iron ore mined by a third party from a Mining Act 1978 mining lease located in, or proximate to, the Pilbara region of the said State (excluding under a Government agreement) which has been purchased by that Integration Proponent from the third party;
- (D) iron ore mined under an Integration Agreement;
- (iii) make any existing or new works installations or facilities constructed or held under this Agreement available for use (wholly or partly) in connection with operations under:
- (A) a Mining Act 1978 mining lease located in, or proximate to, the Pilbara region of the said State, for iron ore, which is held by a Related Entity alone or with a third party or parties (excluding any mining lease granted pursuant to, or held under a Government agreement); or
- (B) with the approval of the Minister, a Government agreement (other than an Integration Agreement) for the mining of iron ore in, or proximate to, the Pilbara region of the said State;
- (iv) subject to paragraph (b) under this Agreement and for the purpose of any use or making available for use referred to in subparagraph (i), (ii) or (iii) connect any existing or new works installations or facilities constructed or held under this Agreement to any existing or new works installations or facilities constructed or held under another Integration Agreement;
- (v) subject to paragraph (b) under this Agreement and for the purpose of any use or making available for use referred to in subparagraph (i), (ii) or (iii) or making of any connection referred to in subparagraph (iv) construct new works installations or facilities and expand modify or

s. 9

otherwise vary any existing and new works installations or facilities constructed or held under this Agreement;

- (vi) allow a railway or rail spur line (not being a railway or rail spur line constructed or held under an Integration Agreement) to be connected to a railway or rail spur line or other works installations or facilities constructed or held under this Agreement for the delivery of iron ore to an Integration Proponent for transport by railway and shipping from a loading port (together with any ancillary and incidental activities in doing so) as part of its activities under its Integration Agreement; and
 - (vii) allow an electricity transmission line (not being an electricity transmission line constructed or held under an Integration Agreement) to be connected to an electricity transmission line constructed or held under this Agreement for the supply of electricity permitted to be made under an Integration Agreement.
- (b) (i) A connection referred to in paragraph (a)(iv) or construction, expansion, modification or other variation referred to in paragraph (a)(v) by the Joint Venturers shall, to the extent not already authorised under this Agreement as at the variation date, be regarded as a significant modification expansion or other variation of the Joint Venturers' activities carried on by them pursuant to this Agreement and may only be made in accordance with proposals submitted and approved or determined under this Agreement in accordance with Sections 7.01 and 7.02 or Section 9A.05 as the case may require and otherwise in compliance with the provisions of this Agreement and the laws from time to time of the said State. For the avoidance of doubt, the parties acknowledge that any use or making available for use contemplated by paragraph (a)(i), (a)(ii) or (a)(iii) shall not otherwise than as required by this paragraph (a) require the submission and approval of further proposals under this Agreement.

- (ii) The Joint Venturers shall not be entitled to:
- (A) submit proposals to construct or to develop a port;
or
 - (B) generate and supply power, take and supply water or dispose of water otherwise than in accordance with the other Sections of this Agreement and subject to any restrictions contained in those Sections; or
 - (C) without limiting subparagraphs (ii)(A) and (ii)(B) submit proposals to construct or establish works installations or facilities of a type, or to make expansions, modifications or other variations of works installations or facilities of a type, which in the Minister's reasonable opinion this Agreement, immediately before the variation date, did not permit or contemplate the Joint Venturers constructing, establishing or making as the case may be otherwise than for integration use as contemplated by paragraphs (a)(i), (a)(ii) or (a)(iii) or as permitted by Section 9A.05; or
 - (D) submit proposals to make a connection as referred to in paragraph (a)(iv) or a construction, expansion, modification or other variation as referred to in paragraph (a)(v) otherwise than on tenure granted under or pursuant to this Agreement from time to time or held pursuant to this Agreement from time to time; or
 - (E) submit proposals to make a connection referred to in paragraph (a)(iv), or a construction, expansion, modification or other variation as referred to in paragraph (v) for the purpose of use as contemplated by paragraph (a)(iii)(A), if in the reasonable opinion of the Minister the activity which is the subject of the proposals would give to the holder or holders of the relevant Mining Act 1978 mining lease the benefit of rights or powers granted to the Joint Venturers under this

s. 9

Agreement, over and above the right of access to and use of the relevant works, installations or facilities; or

- (F) submit proposals to make a connection as referred to in paragraph (a)(iv) or a construction, expansion, modification or other variation as referred to in paragraph (a)(v) for the purpose of use as contemplated by paragraph (a)(iii) and involving the grant of tenure without the prior approval of the Minister; or
 - (G) submit proposals to assign, sublet, transfer or dispose of any works installations or facilities constructed or held under this Agreement or any leases, licences, easements or other titles under or pursuant to this Agreement for any purpose referred to in this Section.
- (iii) Notwithstanding the provisions of Sections 7.02 and 9A.05, the Minister may defer consideration of, or a decision upon, a proposal submitted by the Joint Venturers for a connection as referred to in paragraph (a)(iv) or a construction, expansion, modification or other variation as referred to in paragraph (a)(v) for the purpose of use or making available for use as referred to in paragraphs(a)(i) or (a)(ii) until relevant corresponding proposals under the relevant Integration Agreement have been submitted and those proposals can be approved under that Integration Agreement concurrently with the Minister's approval under this Agreement of the Joint Venturers' proposal.
- (c) Any use or making available for use as referred to in paragraph (a), or submission of proposals as referred to in paragraph (b), in respect of a Related Entity shall be subject to the Joint Venturers first confirming with the Minister that the Minister is satisfied that the relevant company is a Related Entity.
- (d) The Joint Venturers shall give the Minister prior written notice of any significant change (other than a temporary one for maintenance or to respond to an emergency) proposed in their

use, or in them making available for use, works, installations or facilities as referred to in this Section:

- (i) from that authorised under this Agreement immediately before the variation date; and
- (ii) subsequently from that previously notified to the Minister under this paragraph,

as soon as practicable before such change occurs.

The Joint Venturers shall also keep the Minister fully informed with respect to any proposed connection as referred to in paragraph (a)(vi) or (a)(vii) or request of them for such connection to be allowed.

- (e) Nothing in this Agreement shall be construed to:
 - (i) exempt another Integration Proponent from complying with, or the application of, the provisions of its Integration Agreement; or
 - (ii) restrict the Joint Venturers' rights under Section 25.04.

For the avoidance of doubt the approval of proposals under this Agreement shall not be construed as authorising another Integration Proponent to undertake any activities under this Agreement or under another Integration Agreement.

- (f) Nothing in this Section shall be construed to exempt the Joint Venturers from complying with, or the application of, the other provisions of this Agreement including, without limitation, Section 25.04 and of relevant laws from time to time of the said State.
- (g) For the purpose of this Section "works installations or facilities" means any:
 - (i) harbour or port works installations or facilities including, without limitation, stockpiles, reclaimers, conveyors and wharves;
 - (ii) railway or rail spur lines;
 - (iii) track structures and systems associated with the operation and maintenance of a railway including, without

s. 9

- limitation, sidings, train control and signalling systems, maintenance workshops and terminal yards;
- (iv) train loading and unloading works installations or facilities;
 - (v) conveyors;
 - (vi) private roads;
 - (vii) mine aerodrome and associated aerodrome works installations and facilities;
 - (viii) iron ore mining, crushing, screening, beneficiation or other processing works installations or facilities;
 - (ix) mine administration buildings including, without limitation, offices, workshops and medical facilities;
 - (x) borrow pits;
 - (xi) accommodation and ancillary facilities including, without limitation, construction camps and in townsites constructed pursuant to and held under any Integration Agreement;
 - (xii) water, sewerage, electricity, gas and telecommunications works installations and facilities including, without limitation, pipelines, transmission lines and cables; and
 - (xiii) any other works installations or facilities approved of by the Minister for the purpose of this Section.

SECTION 9A.04 TRANSFER OF RIGHTS TO SHARED WORKS INSTALLATIONS OR FACILITIES

- (a) For the purposes of this Section "Relevant Infrastructure" means any works installations or facilities (as defined in Section 9A.03):
 - (i) constructed or held under another Integration Agreement;
 - (ii) which the Joint Venturers are using in their activities pursuant to this Agreement;
 - (iii) which the Minister is satisfied (after consulting with the Joint Venturers and the Integration Proponent for that other Integration Agreement):

- (A) are no longer required by that other Integration Proponent to carry on its activities pursuant to its Integration Agreement because of the cessation of the Integration Proponent's mining operations in respect of which such Relevant Infrastructure was constructed or held or because of any other reason acceptable to the Minister; and
 - (B) are required by the Joint Venturers to continue to carry on their activities pursuant to this Agreement; and
- (iv) in respect of which that other Integration Proponent has notified the Minister it consents to the Joint Venturers submitting proposals as referred to in paragraph (b).
- (b) The Joint Venturers may as an additional proposal pursuant to Section 7.01 propose:
 - (i) that they be granted a lease licence or other title over the Relevant Infrastructure pursuant to this Agreement subject to and conditional upon the other Integration Proponent surrendering wholly or in part (and upon such terms as the Minister considers reasonable including any variation of terms to address environmental issues) its lease licence or other title over the Relevant Infrastructure; or
 - (ii) that the other Integration Proponent's lease licence or other title (not being a mineral lease, mining lease or other right to mine title granted under a Government agreement, the Mining Act or the Mining Act 1978) to the Relevant Infrastructure be transferred to this Agreement (to be held by the Joint Venturers pursuant to this Agreement) with such surrender of land from it and variations of its terms as the Minister considers reasonable for that title to be held under this Agreement including, without limitation, to address environmental issues and outstanding obligations of that other Integration Proponent under its Integration Agreement in respect of that Relevant Infrastructure.

The provisions of Section 7.02 shall *mutatis mutandis* apply to any such additional proposal. In addition the Joint Venturers acknowledge that the Minister may require variations of the other

s. 9

Integration Agreement and/or proposals under it or of this Agreement in order to give effect to the matters contemplated by this Section.

- (c) This Section shall cease to apply in the event the State gives any notice of default to the Joint Venturers pursuant to Section 26.01 and while such notice remains unsatisfied.

SECTION 9A.05 MISCELLANEOUS LICENCES FOR RAILWAYS

- (a) In this Section subject to the context:

"Additional Infrastructure" means:

- (i) Train Loading Infrastructure;
- (ii) Train Unloading Infrastructure;
- (iii) a conveyor, train unloading and other infrastructure necessary for the transport of iron ore, freight goods or other products from the Railway (directly or indirectly) to port facilities within a loading port,

in each case located outside a Port;

"Lateral Access Roads" has the meaning given in paragraph (c)(i)(D);

"Lateral Access Road Licence" means a miscellaneous licence granted pursuant to paragraph (f)(i)(B) or paragraph (f)(ii) as the case may be and according to the requirements of the context describes the area of land from time to time the subject of that licence;

"Port" means any port the subject of the *Port Authorities Act 1999* (WA) or the *Shipping and Pilotage Act 1967* (WA);

"Private Roads" means Lateral Access Roads and the Joint Venturers' access roads within a Railway Corridor;

"Rail Safety Act" means the *Rail Safety National Law* (WA) *Act 2015* (WA);

"Railway" means a standard gauge heavy haul railway or railway spur line, located or to be located as the case may be in, or proximate to, the Pilbara region of the said State (but outside the

boundaries of a Port) for the transport of iron ore, freight goods and other products together with all railway track, associated track structures including sidings, turning loops, over or under track structures, supports (including supports for equipment or items associated with the use of a railway) tunnels, bridges, train control systems, signalling systems, switch and other gear, communication systems, electric traction infrastructure, buildings (excluding office buildings, housing and freight centres), workshops and associated plant, machinery and equipment and including rolling stock maintenance facilities, terminal yards, depots, culverts and weigh bridges which railway is or is to be (as the case may be) the subject of approved proposals under paragraph (d) and includes any expansion or extension thereof outside a Port which is the subject of additional proposals approved in accordance with paragraph (e);

"Railway Corridor" means, prior to the grant of a Special Railway Licence, the land for the route of the Railway the subject of that licence, access roads (other than Lateral Access Roads), areas from which stone, sand, clay and gravel may be taken, temporary accommodation facilities for the railway workforce, water bores and Additional Infrastructure (if any) which is the subject of a subsisting agreement pursuant to paragraph (c)(i) and after the grant of the Special Railway Licence the land from time to time the subject of that Special Railway Licence;

"Railway Operation" means the construction and operation under this Agreement of the relevant Railway and associated access roads and Additional Infrastructure (if any) within the relevant Railway Corridor and of the associated Lateral Access Roads, in accordance with approved proposals;

"Railway spur line" means a standard gauge heavy haul railway spur line located or to be located in, or proximate to, the Pilbara region of the said State (but outside a Port) connecting to a Railway for the transport of iron ore, freight goods and other products upon the Railway to (directly or indirectly) a loading port;

"Railway Operation Date" means the date of the first carriage of iron ore, freight goods or other products over the relevant

s. 9

Railway (other than for construction or commissioning purposes);

"Railway spur line Operation Date" means the date of the first carriage of iron ore, freight goods or other products over the relevant Railway spur line (other than for construction or commissioning purposes);

"Special Railway Licence" means the relevant miscellaneous licence for railway and, if applicable, other purposes, granted to the Joint Venturers pursuant to paragraph (f)(i)(A) as varied in accordance with paragraph (f)(viii) or paragraph (f)(ix) and according to the requirements of the context describes the area of land from time to time the subject of that licence;

"Train Loading Infrastructure" means conveyors, stockpile areas, blending and screening facilities, stackers, re-claimers and other infrastructure reasonably required for the loading of iron ore, freight goods or other products onto the relevant Railway for transport (directly or indirectly) to a loading port; and

"Train Unloading Infrastructure" means train unloading infrastructure reasonably required for the unloading of iron ore from the Railway to be processed, or blended with other iron ore, at processing or blending facilities in the vicinity of that train unloading infrastructure and with the resulting iron ore products then loaded on to the Railway for transport (directly or indirectly) to a loading port.

Joint Venturers to obtain prior Ministerial in-principle approval

- (b) (i) If the Joint Venturers wish, from time to time during the continuance of this Agreement, to proceed under this Section with a plan to develop a Railway they shall give notice thereof to the Minister and furnish to the Minister with that notice an outline of their plan.
- (ii) The Minister shall within one (1) month of a notice under subparagraph (i) advise the Joint Venturers whether or not he approves in-principle the proposed plan. The Minister shall afford the Joint Venturers full opportunity to consult with him in respect of any decision of the Minister under this subparagraph.

- (iii) The Minister's in-principle approval in respect of a proposed plan shall lapse if the Joint Venturers have not submitted detailed proposals to the Minister in respect of that plan in accordance with this Section within eighteen (18) months of the Minister's in-principle approval.

Railway Corridor

- (c) (i) If the Minister gives in-principle approval to a plan of the Joint Venturers to develop a Railway they shall consult with the Minister to seek the agreement of the Minister as to:
 - (A) where the Railway will begin and end; and
 - (B) a route for the Railway, access roads to be within the Railway Corridor and the land required for that route as well as Additional Infrastructure (if any) including, without limitation, areas from which stone, sand, clay and gravel may be taken, temporary accommodation facilities for the railway workforce and water bores; and
 - (C) in respect of Additional Infrastructure (if any) the nature and capacity of such Additional Infrastructure; and
 - (D) the routes of, and the land required for, roads outside the Railway Corridor (and also outside a Port) for access to it to construct the Railway (such roads as agreed being "Lateral Access Roads").

In seeking such agreement, regard shall be had to achieving a balance between engineering matters including costs, the nature and use of any lands concerned and interests therein and the costs of acquiring the land (all of which shall be borne by the Joint Venturers). The parties acknowledge the intention is for the Joint Venturers to construct the Railway, the access roads for the construction and maintenance of the Railway which are to be within the Railway Corridor and the relevant Additional Infrastructure (if any) along the centreline of the Railway Corridor subject to changes in that alignment to the extent necessary to avoid heritage, environmental or poor ground

s. 9

conditions that are not identified during preliminary investigation work, and recognise the width of the Railway Corridor may need to vary along its route to accommodate Additional Infrastructure (if any), access roads, areas from which stone, sand, clay and gravel may be taken, temporary accommodation facilities for the railway workforce and water bores. The provisions of Section 32.01 shall not apply to this paragraph (c).

- (ii) If the date by which the Joint Venturers must submit detailed proposals under paragraph (d)(i) (as referred to in paragraph (b)(iii)) is extended or varied by the Minister pursuant to Section 29.01, any agreement made pursuant to subparagraph (i) before such date is extended or varied shall unless the Minister notifies the Joint Venturers otherwise be deemed to be at an end and neither party shall have any claim against the other in respect of it.
- (iii) The Joint Venturers acknowledges that they shall be responsible for liaising with every title holder in respect of the land affected and for obtaining in a form and substance acceptable to the Minister all unconditional and irrevocable consents of each such title holder to, and all statutory consents required in respect of the land affected for:
 - (A) the grant of the Special Railway Licence for the construction, operation and maintenance within the Railway Corridor of the Railway, access roads and Additional Infrastructure (if any) to be within the Railway Corridor; and
 - (B) the grant of Lateral Access Road Licences for the construction, use and maintenance of Lateral Access Roads over the routes for the Lateral Access Roads agreed pursuant to subparagraph (i); and
 - (C) the inclusion of additional land in the Special Railway Licence as referred to in paragraph (f)(viii) or paragraph (f)(ix),

in accordance with this Section. For the purposes of this paragraph (c)(iii), "title holder" means a management

body (as defined in the LAA) in respect of any part of the affected land, a person who holds a mining, petroleum or geothermal energy right (as defined in the LAA) in respect of any part of the affected land, a person who holds a lease or licence under the LAA in respect of any part of the affected land, a person who holds any other title granted under or pursuant to a Government agreement in respect of any part of the affected land, a person who holds a lease or licence in respect of any part of the affected land under any other Act applying in the said State and a person in whom any part of the affected land is vested, immediately before the provision of such consents to the Minister as referred to in paragraph (d)(v)(B) (including as applying pursuant to paragraph (e)(iv)).

Joint Venturers to submit proposals for Railway

- (d) (i) The Joint Venturers shall, subject to the EP Act, the provisions of this Agreement and agreement at that time subsisting in respect of the matters required to be agreed pursuant to paragraph (c)(i) submit to the Minister by the latest date applying under paragraph (b)(iii) to the fullest extent reasonably practicable their detailed proposals (including plans where practicable and specifications where reasonably required by the Minister and any other details normally required by a local government in whose area any works are to be situated) with respect to the undertaking of the relevant Railway Operation, which proposals shall include the location, area, layout, design, materials and time program for the commencement and completion of construction or the provision (as the case may be) of each of the following matters namely:
- (A) the Railway including fencing (if any) and crossing places within the Railway Corridor;
 - (B) Additional Infrastructure (if any) within the Railway Corridor;
 - (C) temporary accommodation and ancillary temporary facilities for the railway workforce on, or in the vicinity of, the Railway Corridor and housing and

s. 9

- other appropriate facilities elsewhere for the Joint Venturers workforce;
- (D) water supply;
 - (E) energy supplies;
 - (F) access roads within the Railway Corridor and Lateral Access Roads both along the routes for those roads agreed between the Minister and the Joint Venturers pursuant to paragraph (c)(i);
 - (G) any other works, services or facilities desired by the Joint Venturers; and
 - (H) use of local labour, professional services, manufacturers, suppliers contractors and materials and measures to be taken with respect to the engagement and training of employees by the Joint Venturers, its agents and contractors.
- (ii) Proposals pursuant to subparagraph (i) must specify the matters agreed for the purpose pursuant to paragraph (c)(i) and must not be contrary to or inconsistent with such agreed matters.
 - (iii) Each of the proposals pursuant to subparagraph (i) may with the approval of the Minister, or must if so required by the Minister, be submitted separately and in any order as to the matter or matters mentioned in one or more of subparagraph (i)(A) to (H) and until all of its proposals under this subparagraph have been approved the Joint Venturers may withdraw and may resubmit any proposal but the withdrawal of any proposal shall not affect the obligations of the Joint Venturers to submit a proposal under this subparagraph in respect of the subject matter of the withdrawn proposal.
 - (iv) The Joint Venturers shall, whenever any of the following matters referred to in this subparagraph are proposed by the Joint Venturers (whether before or during the submission of proposals under this subparagraph), submit to the Minister details of any services (including any elements of the project investigations, design and

management) and any works, materials, plant, equipment and supplies that they proposes to consider obtaining from or having carried out or permitting to be obtained from or carried out outside Australia, together with its reasons therefor and shall, if required by the Minister consult with the Minister with respect thereto.

- (v) At the time when the Joint Venturers submit the last of the said proposals pursuant to this paragraph, they shall:
 - (A) furnish to the Minister's reasonable satisfaction evidence of all accreditations under the Rail Safety Act which are required to be held by the Joint Venturers or any other person for the construction of the Railway; and
 - (B) furnish to the Minister the written consents referred to in paragraphs(c)(iii)(A) and (c)(iii)(B).
- (vi) The provisions of Section 7.02 shall apply *mutatis mutandis* to detailed proposals submitted under this subparagraph.

Additional Railway Proposals

- (e) (i) If the Joint Venturers at any time during the currency of a Special Railway Licence desire to construct a Railway spur line (connecting to the Railway the subject of that Special Railway Licence) or desire to significantly modify, expand or otherwise vary their activities within the land the subject of the Special Railway Licence that are the subject of this Agreement and that may be carried on by them pursuant to this Agreement (other than by the construction of a Railway spur line) beyond those activities specified in any approved proposals for that Railway, they shall give notice of such desire to the Minister and furnish to the Minister with that notice an outline of their proposals in respect thereto (including, without limitation, such matters mentioned in paragraph (d)(i) as are relevant or as the Minister otherwise requires).

s. 9

- (ii) If the notice relates to a Railway spur line, or to the construction of Train Loading Infrastructure or Train Unloading Infrastructure on land outside the then Railway Corridor, the Minister shall within one (1) month of receipt of such notice advise the Joint Venturers whether or not he approves in-principle the proposed construction of such spur line, Train Loading Infrastructure or Train Unloading Infrastructure. If the Minister gives in-principle approval the Joint Venturers may (but not otherwise) submit detailed proposals in respect thereof provided that the provisions of paragraph (c) shall *mutatis mutandis* apply prior to submission of detailed proposals in respect thereof.
- (iii) Subject to the EP Act, the provisions of this Agreement and agreement at that time subsisting in respect of any matters required to be agreed pursuant to paragraph (c)(i) (as referred to in subparagraph (ii) above), the Joint Venturers shall submit to the Minister within a reasonable timeframe, as determined by the Minister after receipt of the notice referred to in subparagraph (i) (or in the case of a notice referred to in subparagraph (ii) the giving of the Minister's in principle consent as referred to in that paragraph), detailed proposals in respect of the proposed construction of such Railway spur line, Train Loading Infrastructure, Train Unloading Infrastructure or other proposed modification, expansion or variation of their activities including such of the matters mentioned in paragraph (d)(i) as the Minister may require.
- (iv) The provisions of paragraph (d) (with the date for submission of proposals being read as the date or time determined by the Minister under subparagraph (iii) above and the reference in paragraph (d)(iii)(B) to paragraph (c)(iii)(A) being read as a reference to paragraph (c)(iii)(C)) and of Section 7.02 shall *mutatis mutandis* apply to detailed proposals submitted pursuant to this paragraph.

Grant of Tenure

- (f) (i) On application made by the Joint Venturers to the Minister in such manner as the Minister may determine, not later than three (3) months after all their proposals submitted pursuant to paragraph (d)(i)(A) have been approved or deemed to be approved and the Joint Venturers have complied with the provisions of paragraph (d)(v), the State notwithstanding the Mining Act 1978 shall cause to be granted to the Joint Venturers:
- (A) a miscellaneous licence to conduct within the Railway Corridor and in accordance with its approved proposals all activities (including the taking of stone, sand, clay and gravel, the provision of temporary accommodation facilities for the railway workforce and, subject to the *Rights in Water and Irrigation Act 1914* (WA), the operation of water bores) necessary for the planning, design, construction, commissioning, operation and maintenance within the Railway Corridor of the Railway, access roads and Additional Infrastructure (if any) ("the Special Railway Licence") such licence to be granted under and subject to, except as otherwise provided in this Agreement, the Mining Act 1978 in the form of the Second Schedule hereto and subject to such terms and conditions as the Minister for Mines may from time to time consider reasonable and at a rental calculated in accordance with the Mining Act 1978:
- (aa) prior to the Railway Operation Date, as if the width of the Railway Corridor were 100 metres; and
- (ab) on and from the Railway Operation Date, at the rentals from time to time prescribed under the Mining Act 1978; and
- (B) a miscellaneous licence or licences to allow the construction, use and maintenance of Lateral Access Roads within the routes agreed for those Lateral Access Roads under paragraph (c)(i) (each a

s. 9

"Lateral Access Road Licence"), each such licence to be granted under and subject to, except as otherwise provided in this Agreement, the Mining Act 1978 in the form of the Third Schedule hereto and subject to such terms and conditions as the Minister for Mines may from time to time consider reasonable and at the rentals from time to time prescribed under the Mining Act 1978.

- (ii) On application made by the Joint Venturers to the Minister in such manner as the Minister may determine, not later than three (3) months after their proposals submitted pursuant to paragraph (e)(i) for the construction of Lateral Access Roads for access to the Railway Corridor to construct a Railway spur line have been approved or deemed to be approved and the Joint Venturers have complied with the provisions of paragraph (d)(v) (as applying pursuant to paragraph (e)(iv)), the State notwithstanding the Mining Act 1978 shall cause to be granted to the Joint Venturers a miscellaneous licence or licences to allow the construction, use and maintenance of Lateral Access Roads within the routes agreed for those Lateral Access Roads under paragraph (c)(i) (as applying pursuant to paragraph (e)(ii)) (each a "Lateral Access Road Licence"), each such licence to be granted under and subject to, except as otherwise provided in this Agreement, the Mining Act 1978 in the form of the Fourth Schedule hereto and subject to such terms and conditions as the Minister for Mines may from time to time consider reasonable and at the rentals from time to time prescribed under the Mining Act 1978.
- (iii) Notwithstanding the Mining Act 1978, the term of the Special Railway Licence shall, subject to the sooner determination thereof on the cessation or sooner determination of this Agreement, be for a period of fifty (50) years commencing on the date of grant thereof.
- (iv) Notwithstanding the Mining Act 1978, the term of any Lateral Access Road Licence shall, subject to the sooner determination thereof on the cessation or sooner

determination of this Agreement, be for a period of four (4) years commencing on the date of grant thereof.

- (v) Notwithstanding the Mining Act 1978, and except as required to do so by the terms of the Special Railway Licence, the Joint Venturers shall not be entitled to surrender the Special Railway Licence or any Lateral Access Road Licence or any part or parts of them without the prior consent of the Minister.
- (vi)
 - (A) The Joint Venturers may in accordance with approved proposals take stone, sand, clay and gravel from the Railway Corridor for the construction, operation and maintenance of the Railway constructed within or approved for construction within the Railway Corridor.
 - (B) Notwithstanding the Mining Act 1978 no royalty shall be payable under the Mining Act 1978 in respect of stone, sand, clay and gravel which the Joint Venturers are permitted by subparagraph (A) to obtain from the land the subject of the Special Railway Licence.
- (vii) For the purposes of this Agreement and without limiting the operation of subparagraphs (i) to (vi) inclusive above, the application of the Mining Act 1978 and the regulations made thereunder are specifically modified;
 - (A) in section 91(1) by:
 - (aa) deleting "the mining registrar or the warden, in accordance with section 42 (as read with section 92)" and substituting "the Minister";
 - (ab) deleting "any person" and substituting "the Joint Venturers (as defined in the agreement authorised by and as scheduled to the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended)";

s. 9

- (ac) deleting "for any one or more of the purposes prescribed" and substituting "for the purpose specified in Section 9A.05(f)(i)(A), 9A.05(f)(i)(B) and 9A.05(f)(ii) of the agreement authorised by and as scheduled to the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended";
- (B) in section 91(3)(a), by deleting "prescribed form" and substituting "form required by the agreement authorised by and as scheduled to the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended";
- (C) by deleting sections 91(6), 91(9), 91(10) and 91B;
- (D) in section 92, by deleting "Sections 41, 42, 44, 46, 46A, 47 and 52 apply," and inserting "Section 46A (excluding in subsection (2)(a) "the mining registrar, the warden or") applies," and by deleting "in those provisions" and inserting "in that provision";
- (E) by deleting the full stop at the end of the section 94(1) and inserting, "except to the extent otherwise provided in, or to the extent that such terms and conditions are inconsistent with, the agreement authorised by and as scheduled to the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended";
- (F) by deleting sections 94(2), (3) and (4);
- (G) in section 96(1), by inserting after "miscellaneous licence" the words "(not being a miscellaneous licence granted pursuant to the agreement authorised by and as scheduled to the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended";

- (H) by deleting mining regulations 37(2), 37(3), 42 and 42A; and
 - (I) by inserting at the beginning of mining regulations 41(c) and (f) the words "subject to the Agreement authorised by and as scheduled to the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended".
- (viii) If additional proposals are approved in accordance with paragraph (e) for the construction of a Railway spur line outside the then Railway Corridor, the Minister for Mines shall include the area of land within which such construction is to occur in the Special Railway Licence by endorsement. The area of such land may be included notwithstanding that the survey of the land has not been completed but subject to correction to accord with the survey when completed at the Joint Venturers' expense.
- (ix) If additional proposals are approved in accordance with paragraph (e) for the construction of Train Loading Infrastructure or Train Unloading Infrastructure outside the then Railway Corridor, the Minister for Mines shall include the area of such land within which such infrastructure is approved for construction in the Special Railway Licence by endorsement. The area of such land may be included notwithstanding that the survey of the land has not been completed but subject to correction to accord with the survey when completed at the Joint Venturers' expense.
- (x) The provisions of this subparagraph shall not operate so as to require the State to cause a Special Railway Licence or a Lateral Access Road Licence to be granted or any land included in the Special Railway Licence as mentioned above until all processes necessary under any laws relating to native title to enable that grant or inclusion of land to proceed, have been completed.

s. 9

Construction and operation of Railway

- (g) (i) Subject to and in accordance with approved proposals, the Rail Safety Act and the grant of the relevant Special Railway Licence and any associated Lateral Access Road Licences the Joint Venturers shall in a proper and workmanlike manner and in accordance with recognised standards for railways of a similar nature operating under similar conditions construct the Railway and associated Additional Infrastructure and access roads within the Railway Corridor and shall also construct inter alia any necessary sidings, crossing points, bridges, signalling switches and other works and appurtenances and provide for crossings and (where appropriate and required by the Minister) grade separation or other protective devices including flashing lights and boom gates at places where the Railway crosses or intersects with major roads or existing railways.
- (ii) The Joint Venturers shall while the holders of a Special Railway Licence:
- (A) keep the Railway the subject of that licence in an operable state; and
 - (B) ensure that the Railway the subject of that licence is operated in a safe and proper manner in compliance with all applicable laws from time to time; and
 - (C) without limiting subparagraph (ii)(B) ensure that the obligations imposed under the Rail Safety Act on a 'rail infrastructure manager' and 'rail transport operator' (as those terms are therein defined) are complied with in connection with the Railway the subject of that licence.

Nothing in this Agreement shall be construed to exempt the Joint Venturers or any other person from compliance with the Rail Safety Act or limit its application to the Joint Venturers' operations generally (except as otherwise may be provided in that Act or regulations made under it).

- (iii) The Joint Venturers shall provide crossings for livestock and also for any roads, other railways, conveyors, pipelines and other utilities which exist at the date of grant of the relevant Special Railway Licence or in respect of land subsequently included in it at the date of such inclusion.
- (iv) Subject to Section 9A.04, the Joint Venturers shall at all times be the holder of Special Railway Licences and Lateral Access Road Licences granted pursuant to this Section and (without limiting Section 25.08 but subject to Section 9A.04) shall at all times own manage and control the use of each Railway the subject of a Special Railway Licence held by the Joint Venturers.
- (v) The Joint Venturers shall not be entitled to exclusive possession of the land the subject of a Special Railway Licence or Lateral Access Road Licence granted pursuant to this Section to the intent that the State, the Minister, the Minister for Mines and any persons authorised by any of them from time to time shall be entitled to enter upon the land or any part of it at all reasonable times and on reasonable notice with all necessary vehicles, plant and equipment and for purposes related to this Agreement or such other purposes as they think fit but in doing so shall be subject to the reasonable directions of the Joint Venturers so as not to unreasonably interfere with the Joint Venturers' operations.
- (vi) The Joint Venturers ownership of a Railway constructed pursuant to this Section shall not give it an interest in the land underlying it.
- (vii) The Joint Venturers shall not at any time without the prior consent of the Minister dismantle, sell or otherwise dispose of any part or parts of any Railway constructed pursuant to this Section, or permit this to occur, other than for the purpose of maintenance, repair, upgrade or renewal.
- (viii) The Joint Venturers shall, subject to and in accordance with approved proposals, in a proper and workmanlike manner, construct any Additional Infrastructure, access

s. 9

roads, Lateral Access Roads and other works approved for construction under this Section.

- (ix) The Joint Venturers shall while the holder of a Special Railway Licence at all times keep and maintain in good repair and working order and condition (which obligation includes, where necessary, replacing or renewing all parts which are worn out or in need of replacement or renewal due to their age or condition) the Railway, access roads and Additional Infrastructure (if any) the subject of that licence and all such other works installations plant machinery and equipment for the time being the subject of this Agreement and used in connection with the operation use and maintenance of that Railway, access roads and Additional Infrastructure (if any).
- (x) Subject to Section 9A.04, the Joint Venturers shall:
 - (A) be responsible for the cost of construction and maintenance of all Private Roads constructed pursuant to this Section; and
 - (B) at their own cost erect signposts and take other steps that may be reasonable in the circumstances to prevent any persons and vehicles (other than those engaged upon the Joint Venturers' activities and its invitees and licensees) from using the Private Roads; and
 - (C) at any place where any Private Roads are constructed by the Joint Venturers so as to cross any railways or public roads provide at its cost such reasonable protection and signposting as may be required by the Commissioner of Main Roads or the Public Transport Authority as the case may be.
- (xi) The provisions of Section 13.03 regarding third party access as well as the proviso to that Section shall apply *mutatis mutandis* to any Railway or Railway spur line constructed pursuant to this Section except that the Joint Venturers shall not be obliged to transport passengers upon any Railway or Railway spur line.

- (xii) The provisions of Section 13.02A shall apply *mutatis mutandis* to any Railway or Rail spur line constructed pursuant to this Section.

Notification of Railway Operation Date

- (h) (i) The Joint Venturers shall from the date occurring six (6) months before the date for completion of construction of a Railway specified in its time program for the commencement and completion of construction of that Railway submitted under paragraph (d)(i), keep the Minister fully informed as to:
- (A) the progress of that construction and its likely completion and commissioning; and
- (B) the likely Railway Operation Date.
- (ii) The Joint Venturers shall on the Railway Operation Date notify the Minister that the first carriage of iron ore, freight goods or other products as the case may be over the Railway (other than for construction or commissioning purposes) has occurred.
- (iii) The Joint Venturers shall from the date occurring six (6) months before the date for completion of construction of a Railway spur line specified in its time program for the commencement and completion of construction of that spur line submitted under subparagraph (iii) of paragraph (e) keep the Minister fully informed as to:
- (A) the progress of that construction and its likely completion and commissioning; and
- (B) in respect of it, the likely Railway spur line Operation Date.
- (iv) The Joint Venturers shall on the Railway spur line Operation Date in respect of any Railway spur line notify the Minister that the first carriage of iron ore, freight goods or other products as the case may be over such spur line (other than for construction or commissioning purposes) has occurred."

s. 9

- (44) deleting Section 10.01 and substituting the following:

"SECTION 10.01 ANCILLARY TITLES

- (a) On application made by the Joint Venturers not later than three (3) months after proposals submitted pursuant to Clauses V or VIA have been approved or determined or not later than three (3) months after proposals submitted pursuant to Section 7.01 have been approved or determined (as applicable), the State shall in accordance with the Joint Venturers' approved proposals grant to the Joint Venturers, or arrange to have the appropriate authority or other interested instrumentality of the State grant to the Joint Venturers, for such periods and on such terms and conditions including rentals and renewal rights as shall be reasonable having regard to the requirements of the Joint Venturers and as are consistent with the terms of this Agreement and approved proposals, leases and where applicable licences, easements and or other titles to land for all or any of the purposes of the Joint Venturers' activities hereunder.
- (b) Notwithstanding Section 9A.03(b)(ii)(D), detailed proposals may refer to activities on tenure which is proposed to be granted pursuant to this Section as if that tenure was granted pursuant to this Agreement (but this does not limit the powers or discretions of the Minister under this Agreement or the Minister responsible for the administration of any relevant Act with respect to the grant of the tenure).
- (c) The State acknowledges that the Joint Venturers have made application for miscellaneous licence 47/1092 and may seek its grant pursuant to proposals to be submitted and approved under this Agreement for its use for the purposes of this Agreement subject to any underlying tenement holder(s) providing their consent to such use."

- (45) deleting Section 10.02 and substituting the following:

"SECTION 10.02 NATIVE TITLE The provisions of this Section and Section 10.04 shall not operate so as to require the State to grant or vary, or cause to be granted or varied, any lease licence or other right or title until all processes necessary under any laws relating to native title to enable that grant or variation to proceed, have been completed."

(46) inserting after Section 10.02 the following new Sections:

"SECTION 10.03 ABORIGINAL HERITAGE ACT

(a) For the purposes of this Agreement the *Aboriginal Heritage Act 1972* (WA) applies as if:

- (i) the expression 'owner of any land' in section 18(1) of that Act includes the Joint Venturers to the extent that their requisite authority to enter and be on the relevant land would not otherwise comprise a right contemplated by section 18(1) of the Act;
- (ii) the following sentences are added at the end of section 18(3):

"In relation to a notice from the Joint Venturers the conditions that the Minister may specify can as appropriate include, among other conditions, a condition restricting the Joint Venturers' use of the relevant land to after the approval or deemed approval as the case may be under the agreement authorised by and scheduled to the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended, in relation to the use or proposed use of land pursuant to that agreement of all of the Joint Venturers' submitted interim and initial proposals thereunder, or in the case of additional proposals submitted or to be submitted by the Joint Venturers to after the approval or deemed approval under that agreement of such additional proposals, and to the extent so approved."

(b) The Joint Venturers acknowledge that nothing in this Section nor the granting of any consents under section 18 of the *Aboriginal Heritage Act 1972* (WA) will constitute or is to be construed as constituting the approval of any proposals submitted or to be submitted by the Joint Venturers under this Agreement or as the grant or promise of land tenure for the purposes of this Agreement.

SECTION 10.04 APPLICATION FOR SPECIAL ADVANCE
TENURE TO BE GRANTED PURSUANT TO
THIS AGREEMENT

- (a) The Minister may at the request of the Joint Venturers from time to time made during the continuance of this Agreement approve Special Advance Tenure being granted to the Joint Venturers pursuant to this Agreement if:
- (i) the Joint Venturers propose to submit detailed proposals under this Agreement (other than under Section 9A.05) to construct works installations or facilities on the Relevant Land and the Joint Venturers' request is so far as is practicable made, unless the Minister approves otherwise, no less than six (6) months before the submission of those detailed proposals; and
 - (ii) the Minister is satisfied that it is necessary and appropriate that Special Advance Tenure, rather than tenure granted under or pursuant to the other provisions of this Agreement, be used for the purposes of the proposed works installations or facilities on the Relevant Land,
- and if the Minister does so approve:
- (iii) notwithstanding the Mining Act 1978 or the LAA, the appropriate authority or instrumentality of the State shall obtain the consent of the Minister to the form and substance of the Special Advance Tenure prior to its grant (which for the avoidance of doubt neither the State nor the Minister is obliged to cause) to the Joint Venturers; and
 - (iv) if the Joint Venturers do not submit detailed proposals relating to construction of the relevant works installations or facilities on the Relevant Land within twenty four (24) months after the date of the Minister's approval or such later time subsequently allowed by the Minister, or if submitted the Minister does not approve such detailed proposals, the Special Advance Tenure (if then granted) shall be surrendered at the request of the Minister.

- (b) The decisions of the Minister under paragraph (a) shall not be referable to arbitration and any approval of the Minister under this Section shall not in any way limit, prejudice or otherwise affect the exercise by the Minister of the Minister's powers, or the performance of the Minister's obligations, under this Agreement or otherwise under the laws from time to time of the said State.

**SECTION 10.05 RESUMPTION FOR THE PURPOSES OF
THIS AGREEMENT**

- (a) The State is hereby empowered, as and for a public work under Parts 9 and 10 of the LAA and the *Public Works Act 1902* (WA), to take for the purposes of this Agreement any land which in the opinion of the Joint Venturers is necessary for the purposes of this Agreement and which the Minister determines is appropriate to be taken for such purposes (except any land the taking of which would be contrary to the provisions of a Government agreement entered into before the submission of the proposals relating to the proposed taking) and notwithstanding any other provisions of those Acts may license that land to the Joint Venturers.
- (b) In applying Parts 9 and 10 of the LAA and the *Public Works Act 1902* (WA) for the purposes of this Clause:
- (i) "land" in those Acts includes a legal or equitable estate or interest in land;
 - (ii) sections 170, 171, 172, 173, 174, 175 and 184 of the LAA do not apply; and
 - (iii) the LAA applies as if it were modified in section 177(2) by inserting:
 - (A) after "railway" the following:

"or land is being taken pursuant to a Government agreement as defined in section 2 of the *Government Agreements Act 1979* (WA)"; and
 - (B) after "that Act" the following:

"or that agreement as the case may be".

s. 9

- (c) The Joint Venturers shall pay to the State on demand the costs of or incidental to any land taken at the request of and on behalf of the Joint Venturers including but not limited to any compensation payable to any holder of native title or of native title rights and interests in the land."
- (47) in Section 11.01 by:
 - (a) after the words "hereunder the State" inserting the words "shall not during the term of this Agreement without the consent of the Joint Venturers";
 - (b) deleting "will not resume or suffer or" and substituting "resume nor suffer nor";
 - (c) before the word "instrumentality" inserting the word "State";
 - (d) deleting the words "portion of the land the subject of any special lease mentioned in Section 10.02" and substituting "of the works, installations, plant, equipment or other property for the time being belonging to the Joint Venturers and the subject of or used for the purposes of this Agreement or any of the works on the Mining Lease or other lease, licence or other title granted to or held by the Joint Venturers pursuant to this Agreement without such consent (which will not be arbitrarily or unreasonably withheld)"; and
 - (e) deleting "mineral lease" and substituting "titles";
- (48) in Section 11.02 inserting after the full stop the sentence "In the application of this Section the conferral of rights upon parties to Government agreements shall be disregarded."
- (49) in Section 11.03 deleting "mineral lease" and substituting "Mining Lease" and deleting "under or" and substituting "or held";
- (50) deleting Section 11.04 and substituting the following:

"SECTION 11.04 RATING

 - (a) The State shall ensure that, notwithstanding the provisions of any Act or anything done or purported to be done under any Act, the valuation of all lands the subject of this Agreement (except as to any part of land upon which is situated a specified improvement as referred to below) shall for rating purposes under the *Local*

Government Act 1995 (WA), be deemed to be on the unimproved value thereof and no such lands shall be subject to any discriminatory rate.

- (b) For the purpose of this Section, the following improvements are specified improvements:
 - (i) accommodation, recreation and administration facilities and associated buildings; and
 - (ii) maintenance workshops existing within 100 metres of facilities listed in subparagraph (i) above."
- (51) deleting Section 12.01 (other than the heading) and substituting "Not used.";
- (52) in Section 13.01 by:
 - (a) after the words "Subject to" inserting the words "and in accordance with approved proposals, the Rail Safety Act (as defined for the purposes of this Clause in paragraph (a) of Section 9A.05) and";
 - (b) after the words "Crown lands" inserting the words "(as defined in the LAA)";
 - (c) deleting the words "(but subject to the provisions of the Public Works Act, 1902, to the extent that they are applicable) the railway having a four feet eight and one half inch (4ft. 8½in.) gauge specified in the approved proposals";
 - (d) after the words "(all of which together with the specified railway being hereinafter referred to as "the said railway") and will" adding the words "unless the Minister otherwise allows"; and
 - (e) deleting the words "to haul at least one million (1,000,000) tons of iron ore per annum" and substituting "for the purposes of the Joint Venturers' activities under this Agreement."
- (53) deleting Section 13.02 (other than the heading) and substituting the following:

"The Joint Venturers shall during the continuance of this Agreement:

 - (a) keep the said railway constructed under this Agreement in operation;

s. 9

(b) ensure that the said railway is operated in a safe and proper manner in compliance with all applicable laws from time to time; and

(c) without limiting paragraph (b), ensure that the obligations imposed under the Rail Safety Act on a 'rail infrastructure manager' and 'rail transport operator' (as those terms are therein defined) are complied with in connection with the said railway,

and nothing in this Agreement shall be construed to exempt the Joint Venturers or any person from compliance with the Rail Safety Act, or limit their application to the Joint Venturers' operations generally."

(54) inserting after Section 13.02 the following new Section:

"SECTION 13.02A CROSSINGS OVER RAILWAY For the purposes of livestock and infrastructure such as roads, railways, conveyors, pipelines, transmission lines and other utilities proposed to cross the land the subject of the Joint Venturers' railway the Joint Venturers shall:

- (a) if applicable, give its consent to, or otherwise facilitate the grant by the State or any agency, instrumentality or other authority of the State of any lease, licence or other title over land the subject of the Joint Venturers' railway so long as such grant does not in the Minister's opinion unduly prejudice or interfere with the activities of the Joint Venturers under this Agreement; and
- (b) on reasonable terms and conditions allow access for the construction and operation of such crossings and associated infrastructure,

provided that in forming his opinion under this Section, the Minister must consult with the Joint Venturers."

(55) deleting Section 14.01 and substituting the following:

"SECTION 14.01 CONSTRUCTION OF PRIVATE ROADS
The Joint Venturers shall:

- (a) be responsible for the cost of the construction and maintenance of all private roads which shall be used in its activities under this Agreement;

- (b) at its own cost erect signposts and take other steps that may be reasonable in the circumstances to prevent any persons and vehicles (other than those engaged upon the Joint Venturers' activities and its invitees and licensees) from using the private roads; and
 - (c) at any place where any private roads are constructed by the Joint Venturers so as to cross any public roads or private railways provide at its cost such reasonable protection and signposting as may be required by the Commissioner of Main Roads, the relevant local government or the owner of the private railway as the case may be."
- (56) deleting Section 14.02 (other than the heading) and substituting the following:
- "The State shall maintain or cause to be maintained those public roads under the control of the Commissioner of Main Roads or a local government which may be used by the Joint Venturers for the purposes of this Agreement to a standard similar to comparable (in the Minister's opinion) public roads maintained by the Commissioner of Main Roads or a local government as the case may be."
- (57) deleting Section 14.03 and substituting the following:
- "SECTION 14.03 PUBLIC ROAD UPGRADING In the event that for or in connection with the Joint Venturers' activities under this Agreement the Joint Venturers or a person engaged by them uses or wishes to use a public road (whether referred to in Section 14.02 or otherwise) which is inadequate for the purpose, or any use by the Joint Venturers or any person engaged by them of any public road results in excessive damage or deterioration thereof (other than fair wear and tear) the Joint Venturers shall pay to the State or the local government as the case may require the whole or an equitable part of the total cost of any upgrading required or of making good the damage or deterioration as may be reasonably required by the Commissioner of Main Roads having regard to the use of such public road by others."
- (58) deleting Section 14.04 and substituting the following:
- "SECTION 14.04 DEDICATION OF PRIVATE ROADS AS PUBLIC ROADS Where a road constructed by the Joint Venturers for their own use is subsequently required for public use, the State may,

s. 9

after consultation with the Joint Venturers as so long as resumption thereof will not in the Minister's opinion unduly prejudice or interfere with the activities of the Joint Venturers under this Agreement, resume and dedicate such road as a public road and, upon such resumption, the State shall pay to the Joint Venturers such amount as is reasonable for such resumption."

- (59) deleting Section 15.01 (other than the heading) and substituting "Not used.";
- (60) deleting Section 15.02 (other than the heading) and substituting "Not used.";
- (61) deleting Section 15.03 (other than the heading) and substituting "Not used.";
- (62) deleting Section 15.04 (other than the heading) and substituting "Not used.";
- (63) deleting Section 15.05 (other than the heading) and substituting "Not used.";
- (64) deleting Section 15.06 (other than the heading) and substituting "Not used.";
- (65) deleting Section 15.07 and substituting the following:

"SECTION 15.07 WATER – MINING LEASE

 - (a) To the fullest extent reasonably practicable and in preference to any other available source of water the Joint Venturers shall use water obtained from dewatering on the Mining Lease for their purposes under this Agreement.
 - (b) Nothing in this Agreement shall be construed so as to exempt the Joint Venturers from any liability to the State or to third parties arising out of or caused by the extraction of water from the Mining Lease by dewatering or any discharge or escape from the Mining Lease of water obtained by dewatering."
- (66) deleting Section 15.08 (other than the heading) and substituting "Not used.";

- (67) deleting Section 15.09 (other than the heading) and substituting "Not used.";
- (68) deleting Section 15.10 and substituting the following:
- "SECTION 15.10 RIGHTS TO WATER AND WATER SERVICES
The water requirements for the purposes of this Agreement shall be obtained and maintained in accordance with and subject to laws applicable from time to time in Western Australia in respect of rights in water and the supply and discharge of water and the supply of water services."
- (69) deleting Section 15.11 (other than the heading) and substituting the following:
- "The Joint Venturers will give notice to the Minister of any unused hydrological capacity and (where such supply will not unduly prejudice or interfere with the Joint Venturers' activities hereunder) the Minister will (after first affording the Joint Venturers an opportunity to consult with him) so notify the Joint Venturers that the Minister is of the opinion that it is desirable that the water sources so notified be made available to the State for the purposes of water conservation, water management and utilisation of the unused hydrological capacity by the State and the State will cause the Minister for Water to revoke or vary all relevant licences to draw water previously issued to the Joint Venturers. The State will not be liable to pay the Joint Venturers compensation in respect of the licences so revoked or varied."
- (70) deleting Section 15.12 and substituting the following:
- "SECTION 15.12 MINIMISATION OF WATER CONSUMPTION
The Joint Venturers shall to the extent that it is practical and economical design, construct and operate all facilities, plant and equipment used in their activities under this Agreement so as to minimise water consumption and shall at all times use their best endeavours to minimise the consumption of water in their activities under this Agreement and ensure the most efficient use of the available water resources."

s. 9

- (71) deleting Section 15.14 and substituting the following:

"SECTION 15.14 SUPPLY OF EXCESS WATER TO THIRD PARTIES

- (a) The Joint Venturers may only extract mine dewater from the Mining Lease to the extent reasonably required for their mining activities the subject of approved proposals under this Agreement.
- (b) Subject to Section 15.11, the Joint Venturers may only supply mine dewater in excess of the water requirements for the purposes of this Agreement in accordance with and subject to laws applicable from time to time in Western Australia in respect of the supply of water and water services to third parties including the State provided:
- (i) the Joint Venturers notify the Minister prior to entering into an arrangement for the proposed supply of the relevant third party advising the identity of the third party, the volume of water to be supplied and the purpose and duration of the proposed supply; and
- (ii) the water is to be supplied at a charge to be approved (including if there is no proposed charge) by the Minister in consultation with the Joint Venturers.

For the avoidance of doubt, and without limiting Section 9A.03, in such case the third party will be responsible for the construction and operation of any water pipeline facilities and to obtain their own tenure to support such activities under the general law of the said State.

- (72) deleting Section 15.15 (other than the heading) and substituting "Not used.";
- (73) deleting Section 15.16 (other than the heading) and substituting "Not used.";
- (74) deleting Section 15.17 (other than the heading) and substituting "Not used.";

(75) deleting Section 16.01 (other than the heading) and substituting:

"The Joint Venturers may in accordance with approved proposals hereunder and subject to the provisions of the *Electricity Industry Act 2004* (WA) and any other relevant Act:

- (a) install and operate without cost to the State, at an appropriate location or locations on the Mining Lease equipment of sufficient capacity to generate electricity for its activities on the Mining Lease and other areas provided for the facilities of the Joint Venturers in the vicinity of the Mining Lease; and
- (b) transmit power within the Mining Lease and other areas provided for the Joint Venturers in the vicinity of the Mining Lease subject to the provisions of the *Electricity Industry Act 2004* (WA) and any other relevant Act; and
- (c) for the purpose of supply to:
 - (i) "the Company" or "the Joint Venturers" as the case may be as defined in, and for the purpose of an Integration Agreement, for its or their purposes thereunder;
 - (ii) the holders from time to time of a Mining Act 1978 mining lease located in, or proximate to, the Pilbara region of the said State which is held by a Related Entity alone or with a third party or parties (excluding any mining lease granted pursuant to, or held under, a Government agreement) for the purpose of their iron ore mining operations on that mining lease; and
 - (iii) with the prior approval of the Minister, "the Company" or "the Joint Venturers" as the case may be defined in, and for the purpose of a Government agreement (excluding an Integration Agreement) for the mining of iron ore in, or proximate to, the Pilbara region of the said State for the purpose of its or their operations under that agreement,

and to the extent determined by the Minister generate transmit and supply electricity."

s. 9

- (76) in Section 16.02 by:
- (a) after the words "the Joint Venturers will" inserting the words "subject to the provisions of the *Electricity Industry Act 2004* (WA) and any other relevant Act";
 - (b) deleting each occurrence of "the Commission and";
 - (c) deleting the words "the Commission or"; and
 - (d) inserting before the full stop the words "(for the avoidance of doubt, in such case the third party will augment their electricity facilities and obtain their own tenure to support such augmentation under the general law of the said State)";
- (77) deleting Section 16.03 (other than the heading) and substituting "Not used.";
- (78) deleting Section 16.04 (other than the heading) and substituting "Not used.";
- (79) deleting Section 16.05 (other than the heading) and substituting "Not used.";
- (80) inserting after the heading "CLAUSE XVII" the words "Not used.";
- (81) deleting Section 17.01 (other than the heading) and substituting "Not used.";
- (82) deleting Section 17.02 (other than the heading) and substituting "Not used.";
- (83) deleting Section 17.03 (other than the heading) and substituting "Not used.";
- (84) inserting after the heading "CLAUSE XVIII" the words "Not used.";
- (85) deleting Section 18.01 (other than the heading) and substituting "Not used.";
- (86) deleting Section 18.02 (other than the heading) and substituting "Not used.";
- (87) deleting Section 18.03 (other than the heading) and substituting "Not used.";

- (88) deleting Section 18.04 (other than the heading) and substituting "Not used.";
- (89) deleting Section 18.05 (other than the heading) and substituting "Not used.";
- (90) deleting Section 19.01 (other than the heading) and substituting "Not used.";
- (91) in Section 20.02 deleting "wharfs";
- (92) deleting Section 20.03 and substituting the following:

"SECTION 20.03 USE OF LOCAL LABOUR PROFESSIONAL SERVICES AND MATERIALS

 - (a) Except as otherwise agreed by the Minister the Joint Venturers shall, for the purposes of this Agreement:
 - (i) except in those cases where the Joint Venturers can demonstrate it is not reasonable and economically practicable so to do, use labour available within the said State (using all reasonable endeavours to ensure that as many as possible of the workforce be recruited from the Pilbara region) or if such labour is not available then, except as aforesaid, use labour otherwise available within Australia;
 - (ii) as far as it is reasonable and economically practicable so to do, use the services of engineers, surveyors, architects and other professional consultants experts and specialists, project managers, manufacturers, suppliers and contractors resident and available within the said State, or if such services are not available within the said State, then, as far as practicable as aforesaid, use the services of such persons otherwise available within Australia;
 - (iii) during design and when preparing specifications, calling for tenders and letting contracts for works, materials, plant, equipment and supplies (which shall at all times, except where it is impracticable so to do, use or be based upon Australian Standards and Codes) ensure that suitably qualified Western Australian and Australian suppliers,

s. 9

manufacturers and contractors are given fair and reasonable opportunity to tender or quote;

- (iv) give proper consideration and, where possible, preference to Western Australian suppliers, manufacturers and contractors when letting contracts or placing orders for works, materials, plant, equipment and supplies where price, quality, delivery and service are equal to or better than that obtainable elsewhere or, subject to the foregoing, give that consideration and, where possible, preference to other Australian suppliers, manufacturers and contractors; and
 - (v) if, notwithstanding the foregoing provisions of this Section, a contract is to be let or an order is to be placed with other than a Western Australian or Australian supplier, manufacturer or contractor, give proper consideration and, where possible, preference to tenders, arrangements or proposals that include Australian participation where price, delivery and service are otherwise equal or better.
- (b) Except as otherwise agreed by the Minister, the Joint Venturers shall, in every contract entered into with a third party for the supply of services, labour, works, materials, plant, equipment or supplies for the purposes of this Agreement require as a condition thereof that such third party shall undertake:
- (i) the same obligations as are referred to in paragraph (a) and shall report to the Joint Venturers concerning such third party's implementation of that condition; and
 - (ii) procurement activities in accordance with the plan provided under Section 7.05.
- (c) The Joint Venturers shall:
- (i) in respect of developments the subject or to be the subject (as the case may be) of proposals submitted under Clauses V or VIA (as the case may be), submit a report to the Minister at quarterly intervals from the date six (6) months after the variation date until commissioning of the works, installations and facilities described in such proposals and

thereafter as requested by the Minister from time to time;
and

- (ii) in respect of developments the subject or to be the subject (as the case may be) of proposals submitted under Section 7.01 submit a report to the Minister at quarterly intervals from the date on which they give notice under Section 7.01 until commissioning of the developments the subject of the proposals approved pursuant to Section 7.02 and thereafter as requested by the Minister from time to time,

concerning its implementation of the provisions of this Section and of the relevant plan in connection with the development provided pursuant to Section 7.05, together with a copy of any report received by the Joint Venturers pursuant to paragraph (b) during that quarter or longer period as the case may be PROVIDED THAT the Minister may agree that any such reports need not be provided in respect of contracts of such kind or value as the Minister may from time to time determine.

- (d) The Joint Venturers shall keep the Minister informed on a regular basis as determined by the Minister from time to time or otherwise as reasonably required by the Minister during the currency of this Agreement of any services (including any elements of the project investigations, design and management) and any works, materials, plant, equipment and supplies that it may be proposing to obtain from or have carried out or permit to be obtained from or carried out outside Australia, together with its reasons therefor and shall, as and when required by the Minister, consult with the Minister with respect thereto."
- (93) in paragraph (b) of Section 20.04 deleting "Section 20.04(a)" and substituting "paragraph (a)";
 - (94) in Section 21.01 by deleting paragraphs (a), (b), (c) and (d) (including subparagraphs (i) and (ii)) and substituting the following:
 - "(a) on lump ore and on fine ore not sold or shipped separately as such, at the rate of 7.5% of the f.o.b. value;
 - (b) on fine ore sold or shipped separately as such, at the rate of 7.5% of the f.o.b. value;

s. 9

- (c) on beneficiated ore, at the rate of 5% of the f.o.b. value; and
- (d) on any other iron ore products, at the rate of 7.5% of the f.o.b. value.

Where beneficiated ore is produced from an admixture of iron ore from the Mining Lease and iron ore from elsewhere, a portion (and a portion only) of the beneficiated ore so produced being equal to the proportion that the amount of the iron in the iron ore from the Mining Lease used in the production of that beneficiated ore bears to the total amount of iron in the iron ore so used shall be deemed to be produced from iron ore from the Mining Lease.

Where for the purpose of determining f.o.b. value it is necessary to convert an amount or price to Australian currency, the conversion is to be calculated using the rate (excluding forward hedge or similar contract rates) that has been approved by the Minister at the request of the Joint Venturers and in the absence of such request as determined by the Minister to be a reasonable rate for the purpose.

The provisions of regulation 85AA (Effect of GST etc. on royalties) of the *Mining Regulations 1981* (WA) shall apply *mutatis mutandis* to the calculation of royalties under this Section."

- (95) deleting Section 21.02 (other than the heading) and substituting:

"This Section 21.02 will also apply in relation to the payment of the royalty where iron ore products produced from secondary processing hereunder are so produced from an admixture of iron ore from the Mining Lease and other iron ore a portion (and a portion only) of the iron ore products so produced (being that part of the whole of the iron ore products so produced as bears to that whole the same ratio as the amount of iron in the iron ore from the Mining Lease used in the production of those iron products bears to the total amount of iron in the iron ore so used) will be deemed to be iron ore products within the meaning of that term as defined in Section 1.01."

- (96) deleting Section 21.03 (other than the heading) and substituting:

"The Joint Venturers will during the continuance of this Agreement within fourteen (14) days after the following quarter days namely the last days of March June September and December in each year (commencing with the quarter day next following the export date) furnish to the Minister a return showing the quantity of all iron ore

and/or iron ore products on which royalty is payable hereunder and shipped sold or used (as the case may be) during the quarter immediately preceding the due date of the return, and also showing such other information in relation to the abovementioned iron ore as the Minister may from time to time reasonably require in regard to, and to assist in verifying, the calculation of royalties in accordance with Section 21.01, and shall not later than two (2) months after such due date pay to the Minister the royalty payable in respect of such of the iron ore products mentioned in Section 21.01 as are locally used and will also pay to the Minister in respect of such of the said iron ore products as are shipped or sold a sum on account of the royalty payable hereunder calculated on the basis of:

- (a) in the case of iron ore initially sold at cost pursuant to the proviso to Section 21.05, at the price notified pursuant to paragraph (iii) of that proviso;
- (b) in any other case, invoices or provisional invoices (as the case may be) rendered by the Joint Venturers to the purchaser (which invoices the Joint Venturers shall render without delay simultaneously furnishing copies thereof to the Minister) of such iron ore or on the basis of estimates as agreed or determined,

and shall from time to time in the next following appropriate return and payment make (by the return and by cash) all such necessary adjustments (and give to the Minister full details thereof) when the f.o.b. value shall have been finally calculated, agreed or determined."

- (97) deleting Section 21.04 (other than the heading) and substituting:

"The Joint Venturers will throughout the continuance of this Agreement permit the Minister or his nominee at all reasonable times to inspect the books, records, accounts, documents (including contracts), data and information of the Joint Venturers stored by any means relating to any shipment or sale of iron ore the subject of the royalty hereunder and to take copies or extracts (in whatever form) therefrom and for the purpose of determining the f.o.b. value in respect of any shipment or sale of iron ore the subject of the royalty hereunder the Joint Venturers will take reasonable steps (either by the certificate of a competent independent party acceptable to the Minister or otherwise to the Minister's reasonable satisfaction) to satisfy the State as to the correctness of all relevant weights assays and analyses and will give

s. 9

due regard to any objection or representation made by the Minister or his nominee as to any particular weight assay or analysis that may affect the amount of royalty payable hereunder. The information obtained by the Minister or his nominee as a result of any such inspection shall be used only for the purposes of verifying the amount of royalty payable by the Joint Venturers and for no other purpose and shall not be disclosed by the State the Minister or his nominee to any other party for any other purpose. The Joint Venturers shall cause to be produced in Perth in the said State all books, records, accounts, documents (including contracts), data and information of the kind referred to above to enable the exercise of rights under this Section by the Minister or the Minister's nominee, regardless of the location in which or by whom those books, records, accounts, documents (including contracts), data and information are stored from time to time."

(98) inserting after Section 21.04 the following new Sections:

"SECTION 21.05 SHIPMENT AND PRICE FOR IRON ORE
The Joint Venturers may ship, or procure the shipment of, all iron ore mined from the Mining Lease and sold:

- (a) from the Joint Venturers' wharf; or
- (b) from any other wharf in a loading port which wharf has been constructed under an Integration Agreement; or
- (c) with the Minister's approval given before submission of proposals in that regard, from any other wharf in a loading port which wharf has been constructed under another Government agreement (excluding the Integration Agreements),

and use their best endeavours to obtain therefor the best price possible having regard to market conditions from time to time prevailing
PROVIDED THAT iron ore from the Mining Lease may be sold by the Joint Venturers prior to or at the time of the shipment under this Agreement at a price equal to the production costs in respect of that iron ore up to the point of sale, if:

- (i) the Minister is notified before the time of shipment that the sale is to be made at cost providing details of the proposed sale; and
- (ii) the Minister is notified of the proposed arm's length purchaser in the relevant international seaborne iron ore

market of the iron ore the subject of the proposed sale at cost; and

- (iii) there is included in the return lodged pursuant to Section 21.03 particulars of the transaction in which the ore sold at cost was subsequently purchased in the relevant international seaborne iron ore market by an arm's length purchaser specifying the purchaser, the seller, the price and the date when the sale was agreed between the arm's length purchaser and the seller; and
- (iv) the arm's length purchaser referred to in subparagraph (iii) of the proviso above is not then a designated purchaser as referred to below.

If required by notice in writing from the Minister, the Joint Venturers must provide the Minister within 30 days after receiving the notice with evidence that the transaction as included in the return pursuant to subparagraph (iii) of the proviso above was a sale in the relevant international seaborne iron ore market to an independent participant in that market. If no evidence is provided or the Minister is not so satisfied on the evidence provided or other information obtained, the Minister may by notice to the Joint Venturers designate the purchaser to be a designated purchaser and that designation will remain in force unless and until lifted by further notice from the Minister to the Joint Venturers. For the avoidance of doubt and without limiting the Minister's discretion above, the parties acknowledge that marketing entities forming part of a corporate group that includes the majority Joint Venturer (or part of a parallel corporate group if that Joint Venturer is part of a dual-listed corporate structure) are not independent participants for the purposes of this Section.

SECTION 21.06 ACKNOWLEDGEMENT OF POTENTIAL LEGISLATION TO TRANSFER THE ADMINISTRATION OF ROYALTIES

The Joint Venturers acknowledge that the State intends to sponsor legislation to facilitate the transfer of the State's collection and administration of royalties and additional rent payable under Government agreements relating to mining (including this Agreement) to the Commissioner for State Revenue and the intention that this Agreement, to the extent of such collection and administration matters,

s. 9

will be subject to any such legislation without the need for a further variation to this Agreement."

- (99) deleting "Secondary Processing" in PART IV and substituting "Further Processing";
- (100) deleting Clause XXIII and substituting the following:

"CLAUSE XXIII

SECTION 23.01 LIMITS ON MINING The Joint Venturers shall not produce more than fifty million (50,000,000) tonnes of iron ore per annum for transportation from the Mining Lease without the prior consent of the Minister and approval of detailed proposals in regard thereto in accordance with Sections 23.02 and 23.04.

SECTION 23.02 INCREASE OF ANNUAL TONNAGE

- (a) If the Joint Venturers desire to increase the annual tonnage beyond that specified in Sections 23.01 they shall give notice thereof to the Minister and furnish to the Minister with that notice an outline of its proposals in respect thereto (including the matters mentioned in Section 5.02).
- (b) The Minister shall within one (1) month of a notice under paragraph (a) of this Section advise the Joint Venturers whether or not he approves in principle the proposed increase. An approval by the Minister under this paragraph may be given subject to conditions including a condition requiring variations of or additions to this Agreement PROVIDED THAT any such condition shall not without the consent of the Joint Venturers require variations of:
 - (i) the term of the Mining Lease or the rental thereunder;
 - (ii) the rentals payable under any other lease, licence, easement or other title to land hereunder;
 - (iii) the rates of or method of calculating royalty;
 - (iv) the provisions of paragraph (g) of Section 9A.05; or
 - (v) the provisions of Sections 23.06 to 23.12 inclusive.

SECTION 23.03 PRODUCTION OF MORE THAN 70 MILLION TONNES The Joint Venturers shall not seek approval in principle to proposals in regard to the production of more than seventy million (70,000,000) tonnes of iron ore per annum for transportation from the Mining Lease unless the Minister in accordance with Section 23.09 has approved or is deemed to have approved proposals submitted under Section 23.07 for the establishment within the State of plant for the production of metallised agglomerates or under Section 23.11 or an alternative project in lieu of the Joint Venturers' obligations in respect of the establishment of plant for the production of metallised agglomerates under this Clause or unless the Minister otherwise agrees for the purpose of this Section to receive a notice under paragraph (a) of Section 23.02.

SECTION 23.04 DETAILED PROPOSALS

- (a) If the Minister approves in principle a proposed increase the Joint Venturers must within three (3) months of that approval submit to the Minister detailed proposals in respect thereof in accordance with any conditions of that approval otherwise that approval shall lapse.
- (b) The provisions of paragraphs (b) to (e) (inclusive) of Section 7.01 and Section 7.02 shall apply to detailed proposals submitted pursuant to this Section.

SECTION 23.05 INCREASE OF MINE TONNAGE Any proposal under Sections 23.01 to 23.04 to increase the annual tonnage to be produced shall specify the proposed increase and on and after approval or determination of any such proposal pursuant to paragraph (b) of Section 23.04 the provisions of Section 23.01 to 23.05 shall apply *mutatis mutandis* to the increased tonnage and also to any subsequent desires of the Joint Venturers for an increase in the tonnage.

SECTION 23.06 FURTHER PROCESSING During the continuance of this Agreement, the Joint Venturers shall undertake ongoing investigations into the technical and economic feasibility of establishing within the said State plant for the production of metallised agglomerates and shall on or before the earlier of:

- (a) the date seven (7) years after the date on which iron ore from the Mining Lease (other than iron ore transported solely for testing purposes and in respect of which no purchase price or other

s. 9

consideration is payable or due) is first transported from the Mining Lease; and

- (b) the date on which the two hundred and ten millionth (210,000,000) tonne of such iron ore (or such additional tonnage as the Minister may approve) from the Mining Lease is transported from the Mining Lease,

submit to the Minister detailed reports of such investigations to the date of the report and its program, budget and timetable for the preparation of the proposals referred to in Section 23.07.

SECTION 23.07 DETAILED PROPOSALS The Joint Venturers shall:

- (a) on or before the earlier of:
 - (i) the date ten (10) years after the date on which iron ore from the Mining Lease (other than iron ore transported solely for testing purposes and in respect of which no purchase price or other consideration is payable or due) is first transported from the Mining Lease; and
 - (ii) the date on which the three hundred millionth (300,000,000) tonne of such iron ore (or such additional tonnage as the Minister may approve) from the Mining Lease is transported from the Mining Lease (which date is hereinafter called “the m.a. date”); or
- (b) if proposals under this Section are postponed for a three (3) year period pursuant to Section 23.08, on or before the third or subsequent third anniversary as the case may require of the m.a. date,

submit to the Minister detailed proposals for the establishment within the said State of plant for the production of metallised agglomerates containing provisions that such plant will within three (3) years of the date on which the proposals are submitted have the capacity to produce not less than four million (4,000,000) tonnes of metallised agglomerates per annum and will within eight (8) years of the date on which the proposals are submitted have the capacity to produce not less than six million (6,000,000) tonnes of metallised agglomerates per annum.

SECTION 23.08 DEFERRAL

- (a) If the Joint Venturers believe that the submission of proposals pursuant to Section 23.07 on the m.a. date or a third anniversary of the m.a. date where a three (3) year postponement has been allowed pursuant to this Section should be postponed because the establishment of the said plant is not then economically feasible, the Joint Venturers may apply to the Minister not more than six (6) months nor less than three (3) months before the date for submission of those proposals for postponement for a period of three (3) years of the date for submission of proposals under Section 23.07 and shall provide to the Minister with such application all relevant information and supporting data available to the Joint Venturers relating to such application.
- (b) The Joint Venturers shall supply to the Minister such other information and data as the Minister may reasonably require in relation to its application.
- (c) If the Minister is satisfied that there are reasonable grounds for the postponement applied for the requirement on the Joint Venturers to submit proposals under this Section shall be postponed for a period of three (3) years.
- (d) If the Minister notifies the Joint Venturers that he does not agree with their submission then at the request of the Joint Venturers made within two (2) months after receipt of the Joint Venturers of the notification from the Minister, the Minister will appoint a tribunal (hereinafter called “the Tribunal”) consisting of one person if the Joint Venturers and the State agree on that person or, failing such agreement consisting of three persons (one of whom shall be a Judge of the Supreme Court of Western Australia or failing him or her a Commissioner appointed pursuant to section 49 of the *Supreme Court Act 1935* (WA) or a Senior Counsel and the others of whom shall have appropriate technical or economic qualifications) to decide in accordance with Clause XXXII whether or not the metallising operation is feasible and the Tribunal in reaching its decision shall take into account (*inter alia*) the Joint Venturer's submission, the amount of capital required for the metallising operation, the availability of that capital at that time on reasonable terms and conditions, the likelihood of the Joint Venturers being able to sell metallised

s. 9

agglomerates at sufficient prices and in sufficient quantities and for a sufficient period to justify the metallising operation having regard to the amount and rate of return on total funds that would be involved in or in connection with the production and sale of metallised agglomerates and the weighted average cost of capital to the Joint Venturers.

SECTION 23.09 APPROVED PROPOSALS BY MINISTER The Minister shall within two (2) months of receipt of proposals under Section 23.07 give to the Joint Venturers notice of his approval of those proposals (which approval shall not be unreasonably withheld) or of any objections raised or alterations desired thereto, and in the latter case shall afford the Joint Venturers an opportunity to consult with and to submit new proposals to the Minister. If within two (2) months of receipt of such notice agreement is not reached as to the proposals, the Joint Venturers may within a further period of two (2) months elect by notice to the State to refer to arbitration as provided in Clause XXXII any dispute as to the reasonableness of the Minister's decision. If by the award on arbitration the question is decided in favour of the Joint Venturers the Minister shall be deemed to have approved the proposals of the Joint Venturers.

SECTION 23.10 COMPLETION OF CONSTRUCTION OF PLANT The Joint Venturers shall (except to the extent otherwise agreed with the Minister) before the end of the respective times specified in Section 23.07 complete the construction of plant in accordance with the Joint Venturers' proposals as finally approved or determined under this Clause and shall thereafter continue to produce metallised agglomerates from such plant at not less than the rates provided for in Section 23.07 for so long as the Joint Venturers continues to ship from the said State iron ore from the Mining Lease.

SECTION 23.11 ACCEPTANCE OF AN ALTERNATIVE PROJECT

- (a) The Joint Venturers may at any time before the time for submission of proposals pursuant to Section 23.07 apply to the Minister for approval that an alternative project be accepted by the State in lieu of all or some part of the Joint Venturers' obligations in respect of the establishment of plant for the production of metallised agglomerates pursuant to this Clause.

- (b) Where the Minister approves an application under paragraph (a) of this Section the Joint Venturers shall implement or cause to be implemented as the case may be the alternative project in accordance with that approval and upon completion thereof, or earlier with the agreement of the Minister, the provisions of Section 23.07 or that part of those provisions which pursuant to the said approval are to be satisfied by the alternative project shall cease to apply PROVIDED FURTHER that the provisions of Section 23.07 shall cease to apply upon completion of an alternative project which represents, or alternative projects which together represent, economic development in the said State (either alone or in the aggregate with other alternative projects) of value approximately equivalent to a plant for the production of four million (4,000,000) tonnes of metallised agglomerates per annum.
- (c) For the purposes of this Section "alternative project" means:
- (i) a project to establish and operate within the said State plant for the production of metallised agglomerates;
 - (ii) a project to establish and operate within the said State plant which processes and adds value to minerals mined in the said State; or
 - (iii) any other project within the said State which the Minister approves as providing as equivalent benefits to the State to a project to establish and operate within the said State plant for the production of metallised agglomerates,
- to be undertaken by:
- (iv) the Joint Venturers (excluding a project referred to in subparagraph (i)): or
 - (v) a related body corporate or related bodies corporate (within the meaning of the *Corporations Act 2001* (Commonwealth)) of a Joint Venturer solely or in conjunction with a Joint Venturer; or
 - (vi) a joint venture in which a Joint Venturer or its related body corporate has a majority participating interest; or

s. 9

- (vii) any other third person or persons which the Joint Venturers and the Minister accept as having the requisite financial and technical capacity and expertise to undertake solely, or in conjunction with the Joint Venturers, the relevant project referred to in subparagraph (i), (ii) or (iii)."

- (101) deleting Section 25.04 and substituting the following:

"SECTION 25.04 ASSIGNMENT

- (a) Subject to the provisions of this Section a Joint Venturer may at any time assign, mortgage, charge, sublet or dispose of to any person with the consent of the Minister (save that for a twelve (12) month period commencing on the variation date a Joint Venturer may assign to an associated company as of right) the whole or any part of the rights of the Joint Venturer hereunder (including its rights to or as the holder, together with the other Joint Venturers, of the Mining Lease or any other lease, licence, easement, or other title) and of the obligations of the Joint Venturer hereunder subject however in the case of an assignment, subletting or disposition to the assignee, sublessee or disponee (as the case may be) executing in favour of the State (unless the Minister otherwise determines) a Deed of Covenant in a form to be approved by the Minister to comply with, observe and perform the provisions hereof on the part of the Joint Venturer to be complied with, observed or performed in regard to the matter or matters the subject of such assignment, subletting or disposition.
- (b) Notwithstanding anything contained in or anything done under or pursuant to paragraph (a) the Joint Venturer will at all times during the currency of this Agreement be and remain liable for the due and punctual performance and observance of all the covenants and agreements on its part contained in this Agreement and in the Mining Lease or any other lease, licence, easement or other title the subject of an assignment, mortgage, subletting or disposition under paragraph (a) PROVIDED THAT the Minister may agree to release the Joint Venturer from such liability where the Minister considers such release will not be contrary to the interests of the State.

(c) Notwithstanding the provisions of the Mining Act 1978, the LAA, the Transfer of Land Act or any other Act, insofar as the same or any of them may apply:

- (i) no assignment, mortgage, charge, sublease or disposition made or given pursuant to this Section of or over the Mining Lease or any other lease, licence, easement or other title granted under or pursuant to this Agreement or held pursuant to this Agreement in accordance with the provisions of paragraph (a) and the terms of consent thereunder; and
- (ii) no transfer, assignment, mortgage or sublease made or given in exercise of any power contained in any such mortgage or charge,

shall require any approval or consent other than such consent as may be necessary under paragraph (a) and no equitable mortgage or charge shall be rendered ineffectual by the absence of any approval or consent (otherwise than as required by this Section) or because the same is not registered under the provisions of the Mining Act 1978."

(102) deleting Section 25.05 (other than the heading) and substituting "Not used.";

(103) deleting Section 25.06 (other than the heading) and substituting "Not used.";

(104) in Section 25.07 by:

- (a) deleting "Sections 13.02," and substituting "Section"; and
- (b) deleting ", 16.05 and 17.02 and (unless and until the townsite concerned is declared a townsite pursuant to Section 10 of the Land Act) under item (v) of Section 18.01 (a)";

(105) inserting after Section 25.07 the following new Sections:

"SECTION 25.08 SUBCONTRACTING Without affecting the liabilities of the parties under this Agreement each of the State and the Joint Venturers will have the right from time to time to entrust to third parties the carrying out of any portions of the activities which it is authorised or obliged to carry out hereunder.

s. 9

**SECTION 25.09 PROVISION OF CERTAIN INFORMATION
RELATING TO PROPOSALS AND OTHER
MATTERS**

The Joint Venturers shall:

- (a) provide spatial information relating to proposals and other relevant matters submitted or otherwise notified under this Agreement in a form that can be accessed, viewed and uploaded into a geographic information system (for example, by the provision of shapefiles); and
- (b) at the request of the Minister, promptly provide 'as constructed' drawings of works, installations or facilities constructed or modified pursuant to this Agreement,

and without limiting any other Sections of this Agreement, which information will be provided on a confidential basis to the State.

SECTION 25.10 ACCESS BY MINISTER Subject to compliance with reasonable safety requirements, the Joint Venturers will permit and facilitate the Minister and any other officer or person authorised by him to enter upon any land and access any works, installation or facility for the purpose of making any survey, inspection or examination relating to the administration or purposes of this Agreement."

(106) in Section 26.01 by:

- (a) in paragraph (a) after the words "or other document of title", inserting "granted under or pursuant to, or held pursuant to, this Agreement"; and
- (b) in paragraph (d) by:
 - (i) deleting "mineral lease" and substituting "Mining Lease";
 - (ii) deleting "under any lease licence easement" and substituting "under the Mining Lease and any other lease licence easement"; and
 - (iii) after the words "pursuant hereto" inserting the words "or held pursuant hereto";

- (107) in Section 26.04 by deleting "occupied by the Joint Venturers" and substituting "the subject of any lease licence easement or other title granted under or pursuant to, or held pursuant to, this Agreement";
- (108) in Section 26.05 by:
- (a) in paragraph (a):
 - (i) deleting "mineral lease" and substituting "Mining Lease";
 - (ii) deleting "Crown Grant" and substituting "grant";
 - (iii) deleting "Land Act" and substituting "LAA"; and
 - (b) in paragraph (c) deleting "work research surveys and reconnaissance" and substituting "studies and investigations";
- (109) in Section 26.06 by:
- (a) after the words "Upon cessation of this Agreement" inserting the words "(and, for the avoidance of doubt, subject to the EP Act and Section 9AB.01)";
 - (b) deleting "mineral lease" and substituting "Mining Lease";
 - (c) after the words "grant made hereunder" inserting the words "or pursuant hereto"; and
 - (d) deleting "and including also the Joint Venturers' wharf";
- (110) in Section 26.07 by deleting "and the Joint Venturers' wharf";
- (111) in Section 27.01 by inserting after the full stop the sentence "As a separate independent indemnity the Joint Venturers will indemnify and keep indemnified the State and its servants agents and contractors in respect of all actions suits claims demands or costs of third parties arising out of or in connection with any use, making available for use or other activities of the Joint Venturers as referred to in Section 9A.03."
- (112) deleting Section 28.01 (other than the heading) and substituting the following:
- "The parties to this Agreement may from time to time by agreement in writing add to, substitute for, cancel or vary all or any of the provisions of this Agreement for the purpose of more efficiently or satisfactorily implementing or facilitating any of the objects of this Agreement."

s. 9

- (113) deleting Section 28.02 and substituting the following:
- "SECTION 28.02 TABLING OF AGREEMENT The Minister shall cause any agreement made pursuant to Section 28.01 in respect of any addition, substitution, cancellation or variation of the provisions of this Agreement to be laid on the Table of each House of Parliament within 12 sitting days next following its execution."
- (114) inserting after Section 28.02 the following new Section:
- "SECTION 28.03 OPERATIONAL DATE Either House may, within twelve (12) sitting days of that House after the agreement has been laid before it, pass a resolution disallowing the agreement, but if after the last day on which the agreement might have been disallowed neither House has passed such a resolution the agreement shall have effect from and after that last day."
- (115) deleting Section 29.01 and substituting the following:
- "SECTION 29.01 MINISTER MAY VARY PERIODS OR DATES
- (a) Notwithstanding any other provision of this Agreement the Minister may at the request of the Joint Venturers from time to time vary or further vary any period or date referred to in this Agreement as the Minister thinks fit whether or not the period or date to be varied has expired or passed.
- (b) The dates specified in Sections 5.02 and 6A.01 for the submission of proposals (and the corresponding date in Section 6.07) may only be extended once pursuant to this Section and for a period not exceeding twenty four (24) months."
- (116) in Section 30.01 by:
- (a) deleting "Civil" and substituting "Public"; and
- (b) renumbering the existing Section 30.01 as paragraph (a) and then inserting the following new paragraph:
- "(b) Paragraph (a) does not preclude the parties providing notices, consents or other writings required by this Agreement by electronic means in accordance with a protocol agreed from time to time by the parties."

- (117) inserting after Section 30.01 the following new Clause:

"CLAUSE XXXA

SECTION 30A.01 CONSULTATION The Joint Venturers must during the currency of this Agreement keep the State fully informed on a confidential basis concerning any action the Joint Venturers propose to take with any third party (including the Commonwealth or any Commonwealth constituted agency, authority, instrumentality or other body) which might significantly affect the overall interest of the State under this Agreement."

- (118) in Section 31.02 by deleting "Year 7" and substituting "17 October 2022";
- (119) in Section 32.01 by:
- (c) deleting "an umpire" and substituting "a third and presiding arbitrator"; and
 - (d) deleting "*Arbitration Act 1895*" and substituting "*Commercial Arbitration Act 2012 (WA)*";
- (120) in Section 32.02 by deleting each occurrence of "and the umpire";
- (121) inserting after Section 32.02 the following new Clause:

"CLAUSE XXXIIA

SECTION 32A.01 TERM OF AGREEMENT Subject to the provisions of Section 6.07, Section 8.01 and Clause XXVI, this Agreement shall expire on the expiration or sooner determination or surrender of the Mining Lease."

- (122) in Section 33.01 by:
- (a) inserting in the heading after the words "APPLICABLE LAW" the words "AND SUBMISSION TO JURISDICTION"; and
 - (b) inserting before the full stop the words "and, except for matters to be referred to arbitration pursuant to this Agreement, the parties submit to the jurisdiction of the courts of Western Australia in relation to any action or proceeding to settle any dispute or question arising out of or in connection with this Agreement";

s. 9

(123) deleting The Schedule and substituting the following new Schedule:

"THE SCHEDULE

WESTERN AUSTRALIA
MINING ACT 1978

IRON ORE (RHODES RIDGE) AGREEMENT AUTHORISATION
ACT 1972

MINING LEASE

MINING LEASE NO:

The Minister for Mines a corporation sole established by the *Mining Act 1978* (WA) with power to grant leases of land for the purposes of mining in consideration of the rents hereinafter reserved and of the covenants on the part of the Lessee described in the First Schedule to this lease and of the conditions hereinafter contained and pursuant to the *Mining Act 1978* (WA) (except as otherwise provided by the Agreement (hereinafter called "the Agreement") described in the Second Schedule to this lease) hereby leases to the Lessee the land more particularly delineated and described in the Third Schedule to this lease for iron ore subject however to the exceptions and reservations set out in the Fourth Schedule to this lease and to any other exceptions and reservations which subject to the Agreement are by the *Mining Act 1978* (WA) and by any Act for the time being in force deemed to be contained herein to hold to the Lessee this lease for a term of twenty one years commencing on the date set out in the Fifth Schedule to this lease (subject to the sooner determination of the said term upon the cessation or determination of the Agreement) upon and subject to such of the provisions of the *Mining Act 1978* (WA) except as otherwise provided by the Agreement as are applicable to mining leases granted thereunder and to the terms covenants and conditions set out in the Agreement and to the covenants and conditions herein contained or implied and any further conditions or endorsements set out in the Sixth Schedule to this lease or hereinafter endorsed hereon the Lessee paying therefor the rents for the time being and from time to time prescribed pursuant to the provisions of the *Mining Act 1978* (WA) at the times and in the manner so prescribed and royalties as provided in the Agreement with the right during the currency of the Agreement and in

accordance with the provisions of the Agreement to take three (3) successive renewals of the term each for a further period of twenty one (21) years upon the same terms and conditions as the previous term and to apply to the Minister for one (1) further renewal for a period up to twenty one (21) years upon such terms and conditions as the Minister for Mines determines subject to the sooner determination of the term upon cessation or determination of the Agreement PROVIDED ALWAYS that this lease shall not be determined or forfeited otherwise than in accordance with the Agreement.

In this lease:

- “Lessee” includes the successors and permitted assigns of the Lessee.
- If the Lessee be more than one the liability of the Lessee hereunder shall be joint and several.
- Reference to an Act includes all amendments to that Act for the time being in force and also any Act passed in substitution therefor or in lieu thereof and to the regulations and by-laws for the time being in force thereunder.
- Reference to "the Agreement" means such Agreement as from time to time added to, varied or amended.

FIRST SCHEDULE

HAMERSLEY RESOURCES LIMITED ACN 004 887 656 of
Level 18, Central Park, 152-158 St Georges Terrace, Perth, Western
Australia

WRIGHT PROSPECTING PTY LTD ACN 008 677 021 of Suite 3,
Level 1, 254 Rokeby Road, Subiaco, Western Australia

SECOND SCHEDULE

The Agreement authorised by and as scheduled to the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended.

s. 9

THIRD SCHEDULE

(Description of land:)

Locality:

Mineral Field:

Area, etc.:

Being the land delineated on Survey Diagram No. and recorded
in the Department of Energy, Mines, Industry Regulation and Safety,
Perth.

FOURTH SCHEDULE

All petroleum as defined in the *Petroleum and Geothermal Energy Act 1967* (WA) on or below the surface of the land the subject of this lease is reserved to the Crown in right of the State of Western Australia with the right of the Crown in right of the State of Western Australia and any person lawfully claiming thereunder or otherwise authorised to do so to have access to the land the subject of this lease for the purpose of searching for and for the operations of obtaining petroleum (as so defined) in any part of the land.

FIFTH SCHEDULE

(Date of commencement of the lease).

SIXTH SCHEDULE

ENDORSEMENTS AND CONDITIONS

Endorsements

[Such endorsements which the Minister for Mines may, consistent with the provisions of the Agreement, determine and impose in respect of this lease including during the term of the Agreement]

Conditions

[Such conditions which the Minister for Mines may, consistent with the provisions of the Agreement, determine and impose in respect of this lease including during the term of the Agreement]

IN witness whereof the Minister for Mines has affixed his seal and set his hand hereto

this day of 20 "

(124) inserting after The Schedule the following new Schedules:

"SECOND SCHEDULE

WESTERN AUSTRALIA
MINING ACT 1978

IRON ORE (RHODES RIDGE) AGREEMENT AUTHORISATION
ACT 1972

MISCELLANEOUS LICENCE FOR A RAILWAY AND OTHER PURPOSES

No. MISCELLANEOUS LICENCE []

WHEREAS by the Agreement (hereinafter called "the Agreement") authorised by and scheduled to the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended, the State agreed to grant to [] (hereinafter with their successors and permitted assigns called "the Joint Venturers") a miscellaneous licence for the construction operation and maintenance of a Railway (as defined in Section 9A.05(1) of the Agreement and otherwise as provided in the Agreement) and, if applicable, other purposes AND WHEREAS the Joint Venturers pursuant to Section 9A.05(f)(i) of the Agreement have made application for the said licence;

NOW in consideration of the rents reserved by and the provisions of the Agreement and in pursuance of the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended, the Joint Venturers are hereby granted by this licence authority to conduct on the land the subject of this licence as more particularly delineated and described from time to time in the Schedule hereto all activities (including the taking of stone, sand, clay and gravel, the provision of temporary accommodation facilities for the railway workforce in accordance with the Agreement and, subject to the *Rights in Water and Irrigation Act 1914* (WA), the operation of water bores) necessary for the planning, design, construction,

s. 9

commissioning, operation and maintenance on the land the subject of this licence of the Railway and Additional Infrastructure (as defined in Section 9A.05(1) of the Agreement) and access roads to be located on the land the subject of this licence in accordance with the provisions of the Agreement and proposals approved under the Agreement, for the term of fifty (50) years from the date hereof (subject to the sooner determination of the term upon the determination of the Agreement) and upon and subject to the terms covenants and conditions set out in the Agreement and the *Mining Act 1978* (WA) as it applies to this licence, and any amendments to the Agreement and the *Mining Act 1978* (WA) from time to time and to the terms and conditions (if any) now or hereafter endorsed hereon and the payment of rentals in respect of this licence in accordance with Section 9A.05(f)(i)(A) of the Agreement PROVIDED ALWAYS that this licence shall not be determined or forfeited otherwise than in accordance with the Agreement.

In this licence:

- If the Joint Ventures be more than one the liability of the Joint Venturers hereunder shall be joint and several.
- Reference to an Act includes all amendments to that Act for the time being in force and also any Act passed in substitution thereof or in lieu thereof and to the regulations and by-laws of the time being in force thereunder.
- Reference to "the Agreement" means such agreement as from time to time added to, varied or amended.
- The terms "approved proposals", "Railway", "Railway Operation Date", and "Railway spur line" have the meanings given in the Agreement.

ENDORSEMENTS AND CONDITIONS

Endorsements

1. This licence is granted in accordance with proposals submitted on [], and approved by the Minister (as defined in the Agreement) on [], under the Agreement.
2. The Joint Venturers are permitted to, in accordance with approved proposals, take stone, sand, clay and gravel from the land the

subject of this licence for the construction, operation and maintenance of the Railway (including any Railway spur line) constructed within or approved for construction within the area of land the subject of this licence.

3. Notwithstanding the *Mining Act 1978* (WA), no royalty shall be payable under the *Mining Act 1978* (WA) in respect of stone, sand, clay and gravel which the Joint Venturers are permitted by the Agreement to obtain from the land the subject of this licence.
4. [Any further endorsement which the Minister for Mines may, consistent with the provisions of the Agreement, determines and thereafter impose in respect of this licence including during the term of the Agreement.]

Conditions

1. (a) Except as provided in paragraph (b), the Joint Venturers shall within 2 years after the Railway Operation Date surrender in accordance with the provisions of the *Mining Act 1978* (WA) the area of this licence down to a maximum of 100 metres width or as otherwise approved by the Minister (as defined in the Agreement) for the safe operation of the Railway then constructed or approved for construction under approved proposals.
(b) Paragraph (a) shall not apply to land the subject of this licence that was included in this licence pursuant to Section 9A.05(f)(viii) or Section 9A.05(f)(ix) of the Agreement.
2. The Joint Venturers shall as soon as possible after the construction of a Railway spur line or of an expansion or extension thereof as the case may be surrender in accordance with the *Mining Act 1978* (WA) the land the subject of this licence that was included in this licence pursuant to Section 9A.05(viii) of the Agreement for the purpose of such construction down to a maximum of 100 metres in width or as otherwise approved by the Minister (as defined in the Agreement) for the safe operation of that Railway spur line or expansion or extension thereof as the case may be then constructed or approved for construction under approved proposals.

s. 9

3. [Any further conditions which the Minister for Mines may, consistent with the provisions of the Agreement, determines and thereafter impose in respect of this licence including during the term of the Agreement.]

SCHEDULE

Land description

Locality:

Mineral Field

Area:

DATED at Perth this day of .

MINISTER FOR MINES

THIRD SCHEDULE

WESTERN AUSTRALIA
MINING ACT 1978

IRON ORE (RHODES RIDGE) AGREEMENT AUTHORISATION
ACT 1972

MISCELLANEOUS LICENCE FOR A LATERAL ACCESS ROAD

No. MISCELLANEOUS LICENCE []

WHEREAS by the Agreement (hereinafter called "the Agreement") authorised by and as scheduled to the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended, the State agreed to grant to [] (hereinafter with their successors and permitted assigns called "the Joint Venturers") a miscellaneous licence for the construction use and maintenance of a Lateral Access Road (as defined in the Agreement) AND WHEREAS the Joint Venturers pursuant to

Section 9A.05(f)(i)(B) of the Agreement have made application for the said licence;

NOW in consideration of the rents reserved by and the provisions of the Agreement and in pursuance of the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended, the Joint Venturers are hereby authorised to construct use and maintain a road on the land more particularly delineated and described from time to time in the Schedule hereto in accordance with the provisions of the Agreement and proposals approved under the Agreement for a term of four (4) years commencing on the date hereof (subject to the sooner determination of the term upon the cessation or determination of the Agreement) and for the purposes and upon and subject to the terms covenants and conditions set out in the Agreement and the *Mining Act 1978* (WA) as it applies to this licence, and any amendments to the Agreement and the *Mining Act 1978* (WA) from time to time and to the terms and conditions (if any) now or hereafter endorsed hereon and the payment of rentals in respect of this licence in accordance with Section 9A.05(f)(i)(B) of the Agreement PROVIDED ALWAYS that this licence shall not be determined or forfeited otherwise than in accordance with the Agreement.

In this licence:

- If the Joint Venturers be more than one the liability of the Joint Venturers hereunder shall be joint and several.
- Reference to an Act includes all amendments to that Act for the time being in force and also any Act passed in substitution thereof or in lieu thereof and to the regulations and by-laws of the time being in force thereunder.
- Reference to "the Agreement" means such agreement as from time to time added to, varied or amended.

ENDORSEMENTS AND CONDITIONS

Endorsements

1. This licence is granted in accordance with proposals submitted on [], and approved by the Minister (as defined in the Agreement) on [], under the Agreement.

s. 9

2. [Any further endorsement which the Minister for Mines may, consistent with the provisions of the Agreement, determines and thereafter impose in respect of this licence including during the term of the Agreement.]

Conditions

[Such conditions which the Minister for Mines may, consistent with the provisions of the Agreement, determines and thereafter impose in respect of the licence, including during the term of the Agreement.]

SCHEDULE

Description of land

Locality:

Mineral Field:

Area:

DATED at Perth this day of .
MINISTER FOR MINES

FOURTH SCHEDULE

WESTERN AUSTRALIA

MINING ACT 1978

IRON ORE (RHODES RIDGE) AGREEMENT AUTHORISATION
ACT 1972

MISCELLANEOUS LICENCE FOR A LATERAL ACCESS ROAD

No. MISCELLANEOUS LICENCE []

WHEREAS by the Agreement (hereinafter called "the Agreement")
authorised by and as scheduled to the *Iron Ore (Rhodes Ridge)*
Agreement Authorisation Act 1972, as from time to time added to,

varied or amended, the State agreed to grant to [] (hereinafter with their successors and permitted assigns called "the Joint Venturers") a miscellaneous licence for the construction use and maintenance of a Lateral Access Road (as defined in the Agreement) AND WHEREAS the Joint Venturers pursuant to Section 9A.05(f)(ii) of the Agreement have made application for the said licence;

NOW in consideration of the rents reserved by and the provisions of the Agreement and in pursuance of the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended, the Joint Venturers are hereby authorised to construct use and maintain a road on the land more particularly delineated and described from time to time in the Schedule hereto in accordance with the provisions of the Agreement and proposals approved under the Agreement for a term of four (4) years commencing on the date hereof (subject to the sooner determination of the term upon the cessation or determination of the Agreement) and for the purposes and upon and subject to the terms covenants and conditions set out in the Agreement and the *Mining Act 1978* (WA) as it applies to this licence, and any amendments to the Agreement and the *Mining Act 1978* (WA) from time to time and to the terms and conditions (if any) now or hereafter endorsed hereon and the payment of rentals in respect of this licence in accordance with Section 9A.05(f)(ii) of the Agreement PROVIDED ALWAYS that this licence shall not be determined or forfeited otherwise than in accordance with the Agreement.

In this licence:

- If the Joint Venturers be more than one the liability of the Joint Venturers hereunder shall be joint and several.
- Reference to an Act includes all amendments to that Act for the time being in force and also any Act passed in substitution therefore or in lieu thereof and to the regulations and by-laws of the time being in force thereunder.
- Reference to "the Agreement" means such agreement as from time to time added to, varied or amended.

ENDORSEMENTS AND CONDITIONS

1. This licence is granted in accordance with proposals submitted on [], and approved by the Minister (as defined in the Agreement) on [], under the Agreement.
2. [Any further endorsement which the Minister for Mines may, consistent with the provisions of the Agreement, determines and thereafter impose in respect of this licence including during the term of the Agreement.]

[Such conditions which the Minister for Mines may, consistent with the provisions of the Agreement, determines and thereafter impose in respect of the licence, including during the term of the Agreement.]

MINISTER FOR MINES

FIFTH SCHEDULE
WESTERN AUSTRALIA
MINING ACT 1978
IRON ORE (RHODES RIDGE) AGREEMENT AUTHORISATION
ACT 1972
EXPLORATION LICENCES AND MINING LEASES

E 47/622-I
E 47/623-I
E 47/624-I
E 47/542-I
E 47/541-I
E 47/540-I
E 47/539-I
M 46/437-I
M 46/438-I
M 46/439-I
M 46/440-I"

Iron Ore Agreements Legislation Amendment Act 2024

Part 2 Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972
amended

s. 9

EXECUTED as a deed.

SIGNED by THE HONOURABLE)
ROGER COOK)
in the presence of:)

[Signature]_____
Signature of witness

[Signature]_____

SARAH GWEN KEEGAN
Name of witness

EXECUTED by)
HAMERSLEY RESOURCES LIMITED)
ACN 004 887 656 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth))

[Signature]_____
Director

SIMON RICHMOND

[Signature]_____
~~Director~~/Secretary

SOWMYA KOLLI

EXECUTED by)
WRIGHT PROSPECTING PTY LTD)
ACN 008 677 021 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth))

[Signature] _____
Director

PAUL BENNETT

[Signature] _____
~~Director~~/Secretary

YASMIN BROUGHTON

EXECUTED by)
AUSTRALIAN MINING & SMELTING)
PTY LTD ACN 004 896 726)
in accordance with section 127(1) of the)
Corporations Act 2001 (Cth))

[Signature] _____
Director

SIMON RICHMOND

[Signature] _____
~~Director~~/Secretary

SOWMYA KOLLI

Part 3 — *Iron Ore (Hamersley Range) Agreement Act 1963* amended

10. Act amended

This Part amends the *Iron Ore (Hamersley Range) Agreement Act 1963*.

11. Section 2 amended

In section 2 insert in alphabetical order:

Seventeenth Supplementary Agreement means the agreement a copy of which is set out in the Eighteenth Schedule;

Sixteenth Supplementary Agreement means the agreement a copy of which is set out in the Seventeenth Schedule;

12. Sections 4I and 4J inserted

After section 4H insert:

4I. Sixteenth Supplementary Agreement

- (1) The Sixteenth Supplementary Agreement is ratified.
- (2) The implementation of the Sixteenth Supplementary Agreement is authorised.
- (3) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the Sixteenth Supplementary Agreement operates and takes effect despite any enactment or other law.

4J. Seventeenth Supplementary Agreement

- (1) The Seventeenth Supplementary Agreement is ratified.
- (2) The implementation of the Seventeenth Supplementary Agreement is authorised.
- (3) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the Seventeenth Supplementary Agreement operates and takes effect despite any enactment or other law.

13. Seventeenth and Eighteenth Schedules inserted

After the Sixteenth Schedule insert:

Seventeenth Schedule — Sixteenth Supplementary Agreement

[s. 2]

2024

**THE HONOURABLE ROGER COOK
PREMIER OF THE STATE OF WESTERN AUSTRALIA**

AND

**HAMERSLEY IRON PTY. LIMITED
ACN 004 558 276**

IRON ORE (HAMERSLEY RANGE) AGREEMENT 1963
RATIFIED VARIATION AGREEMENT

[Solicitor's details]

THIS AGREEMENT is made this 26 day of August 2024

BETWEEN

THE HONOURABLE ROGER COOK MLA., Premier of the State of Western Australia, acting for and on behalf of the said State and instrumentalities from time to time (the "**State**")

AND

HAMERSLEY IRON PTY. LIMITED ACN 004 558 276 of Level 18, Central Park, 152-158 St Georges Terrace, Perth, Western Australia (**Company**).

RECITALS

- A.** The State and the Company are the parties to the agreement dated 30 July 1963 approved by and scheduled to the *Iron Ore (Hamersley Range) Agreement Act 1963* and which as subsequently added to, varied or amended is referred to in this Agreement as the "**Principal Agreement**".
- B.** The State and the Company wish to vary the Principal Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Ratification and operation

- (1) This Agreement, other than this clause, does not come into operation except in accordance with subclause (2).
- (2) This Agreement, other than this clause, comes into operation on the day on which it is ratified by an Act of the Parliament of Western Australia ("**Operative Date**") unless, before that day, it terminates under subclauses (4) or (5).
- (3) The State must introduce in the Parliament of Western Australia before 30 September 2024 or a later date agreed between the parties to this Agreement, a Bill to ratify this Agreement and must endeavour to secure its passage as an Act.
- (4) If by 31 December 2024 this Agreement has not been ratified by an Act of the Parliament of Western Australia then, unless the parties to this Agreement otherwise agree, this Agreement terminates on that day and no party hereto will have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.
- (5) The parties agree that if the Principal Agreement is otherwise determined in accordance with its provisions on a day prior to the Operative Date, then this Agreement shall also terminate on and from that day and no party hereto will have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.

2. Variations of the Principal Agreement

Clause 1 of the Principal Agreement is varied by inserting after paragraph (f) in the definition of "Integration Agreement" the following paragraph:

"(g) the agreement authorised by and as scheduled to the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended; or",

and renumbering the following paragraphs of that definition accordingly.

s. 13

EXECUTED as a deed.

SIGNED by **THE HONOURABLE**)
ROGER COOK)
in the presence of:)

[Signature]
Signature of witness

[Signature]

SARAH GWEN KEEGAN
Name of witness

EXECUTED by)
HAMERSLEY IRON PTY. LIMITED)
ACN 004 558 276 in accordance with)
section 127(1) of the *Corporations*)
Act 2001 (Cth))

[Signature]
Director

SIMON RICHMOND

[Signature]
~~Director~~/Secretary

SOWMYA KOLLI

**Eighteenth Schedule — Seventeenth Supplementary
Agreement**

[s. 2]

2024

**THE HONOURABLE ROGER COOK
PREMIER OF THE STATE OF WESTERN AUSTRALIA**

AND

**HAMERSLEY IRON PTY. LIMITED
ACN 004 558 276**

**IRON ORE (HAMERSLEY RANGE) AGREEMENT 1968
RATIFIED VARIATION AGREEMENT**

[Solicitor's details]

THIS AGREEMENT is made this 26 day of August 2024

BETWEEN

THE HONOURABLE ROGER COOK MLA., Premier of the State of Western Australia, acting for and on behalf of the said State and instrumentalities from time to time (the "**State**")

AND

HAMERSLEY IRON PTY. LIMITED ACN 004 558 276 of Level 18, Central Park, 152-158 St Georges Terrace, Perth, Western Australia (**Company**).

RECITALS

- A.** The State and the Company are the parties to the agreement dated 8 October 1968 approved by and scheduled to the *Iron Ore (Hamersley Range) Agreement Act Amendment Act 1968* and which as subsequently added to, varied or amended is referred to in this Agreement as the "**Principal Agreement**".
- B.** The State and the Company wish to vary the Principal Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Ratification and operation

- (1) This Agreement, other than this clause, does not come into operation except in accordance with subclause (2).
- (2) This Agreement, other than this clause, comes into operation on the day on which it is ratified by an Act of the Parliament of Western Australia ("**Operative Date**") unless, before that day, it terminates under subclauses (4) or (5).

- (3) The State must introduce in the Parliament of Western Australia before 30 September 2024 or a later date agreed between the parties to this Agreement, a Bill to ratify this Agreement and must endeavour to secure its passage as an Act.
- (4) If by 31 December 2024 this Agreement has not been ratified by an Act of the Parliament of Western Australia then, unless the parties to this Agreement otherwise agree, this Agreement terminates on that day and no party hereto will have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.
- (5) The parties agree that if the Principal Agreement is otherwise determined in accordance with its provisions on a day prior to the Operative Date, then this Agreement shall also terminate on and from that day and no party hereto will have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.

2. Variations of the Principal Agreement

Clause 1 of the Principal Agreement is varied by inserting after paragraph (f) in the definition of "Integration Agreement" the following paragraph:

"(g) the agreement authorised by and as scheduled to the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended; or",

and renumbering the following paragraphs of that definition accordingly.

s. 13

EXECUTED as a deed.

SIGNED by **THE HONOURABLE**)
ROGER COOK)
in the presence of:)

[Signature]_____
Signature of witness

[Signature]_____

SARAH GWEN KEEGAN
Name of witness

EXECUTED by)
HAMERSLEY IRON PTY. LIMITED)
ACN 004 558 276 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth))

[Signature]_____
Director

SIMON RICHMOND

[Signature]_____
~~Director~~/Secretary

SOWMYA KOLLI

Part 4 — *Iron Ore (Hope Downs) Agreement Act 1992* amended

14. Act amended

This Part amends the *Iron Ore (Hope Downs) Agreement Act 1992*.

15. Section 3 amended

- (1) In section 3 insert in alphabetical order:

the Third Variation Agreement means the agreement a copy of which is set out in Schedule 4.

- (2) In section 3 in the definition of ***Agreement*** delete “Agreement and the Second Variation Agreement;” and insert:

Agreement, the Second Variation Agreement and the Third Variation Agreement;

- (3) In section 3 in the definition of ***the Second Variation Agreement*** delete “Schedule 3.” and insert:

Schedule 3;

Note: The heading to amended section 3 is to read:

Terms used

s. 16

16. Section 4 amended

After section 4(2B) insert:

(2C) The Third Variation Agreement is ratified.

17. Schedule 4 inserted

After Schedule 3 insert:

Schedule 4 — Third Variation Agreement

[s. 3]

2024

**THE HONOURABLE ROGER COOK
PREMIER OF THE STATE OF WESTERN AUSTRALIA**

AND

**HOPE DOWNS IRON ORE PTY LTD
ACN 071 514 308**

**HAMERSLEY WA PTY LTD
ACN 115 004 138**

IRON ORE (HOPE DOWNS) AGREEMENT 1992
RATIFIED VARIATION AGREEMENT

[Solicitor's details]

THIS AGREEMENT is made this 26 day of August 2024

BETWEEN

THE HONOURABLE ROGER COOK MLA., Premier of the State of Western Australia, acting for and on behalf of the said State and instrumentalities from time to time (the "**State**")

AND

HOPE DOWNS IRON ORE PTY LTD ACN 071 514 308 of Level 3, Hppl House, 28-42 Ventnor Avenue, West Perth, Western Australia and **HAMERSLEY WA PTY LTD** ACN 115 004 138 of Level 18, Central Park, 152-158 St Georges Terrace, Perth, Western Australia (**Joint Venturers**).

RECITALS

- A.** The State and the Joint Venturers are now the parties to the agreement dated 30 November 1992 ratified by and scheduled to the *Iron Ore (Hope Downs) Agreement Act 1992* and which as subsequently added to, varied or amended is referred to in this Agreement as the "**Principal Agreement**".
- B.** The State and the Joint Venturers wish to vary the Principal Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Ratification and operation

- (1) This Agreement, other than this clause, does not come into operation except in accordance with subclause (2).
- (2) This Agreement, other than this clause, comes into operation on the day on which it is ratified by an Act of the Parliament of Western Australia ("**Operative Date**") unless, before that day, it terminates under subclauses (4) or (5).
- (3) The State must introduce in the Parliament of Western Australia before 30 September 2024 or a later date agreed between the parties to this Agreement, a Bill to ratify this Agreement and must endeavour to secure its passage as an Act.
- (4) If by 31 December 2024 this Agreement has not been ratified by an Act of the Parliament of Western Australia then, unless the parties to this Agreement otherwise agree, this Agreement terminates on that day and no party hereto will have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.
- (5) The parties agree that if the Principal Agreement is otherwise determined in accordance with its provisions on a day prior to the Operative Date, then this Agreement shall also terminate on and from that day and no party hereto will have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.

2. Variations of the Principal Agreement

Clause 1 of the Principal Agreement is varied by inserting after paragraph (f) in the definition of "Integration Agreement" the following paragraph:

"(g) the agreement authorised by and as scheduled to the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended; or",

and renumbering the following paragraphs of that definition accordingly.

EXECUTED as a deed.

SIGNED by **THE HONOURABLE**)
ROGER COOK)
in the presence of:)

[Signature] _____
Signature of witness

[Signature] _____

SARAH GWEN KEEGAN
Name of witness

EXECUTED by)
HOPE DOWNS IRON ORE PTY LTD)
ACN 071 514 308 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth)

[Signature] _____
Director

JAY NEWBY

[Signature] _____
~~Director~~/Secretary

S. JABEZ HUANG

EXECUTED by)
HAMERSLEY WA PTY LTD)
ACN 115 004 138 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth)

[Signature] _____
Director

SIMON RICHMOND

[Signature] _____
~~Director~~/Secretary

SOWMYA KOLLI

**Part 5 — *Iron Ore (Mount Bruce) Agreement Act 1972*
amended**

18. Act amended

This Part amends the *Iron Ore (Mount Bruce) Agreement Act 1972*.

19. Section 2 amended

- (1) In section 2 insert in alphabetical order:

2024 Variation Agreement means the agreement a copy of which is set forth in the Sixth Schedule;

- (2) In section 2 in the definition of *Agreement* delete “Agreement and the 2011 Variation Agreement;” and insert:

Agreement, the 2011 Variation Agreement and the 2024 Variation Agreement;

20. Section 4E inserted

After section 4D insert:

4E. 2024 Variation Agreement

- (1) The 2024 Variation Agreement is ratified.
- (2) The implementation of the 2024 Variation Agreement is authorised.

- (3) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the 2024 Variation Agreement operates and takes effect despite any enactment or other law.

21. Sixth Schedule inserted

After the Fifth Schedule insert:

Sixth Schedule — 2024 Variation Agreement

[s. 2]

2024

**THE HONOURABLE ROGER COOK
PREMIER OF THE STATE OF WESTERN AUSTRALIA**

AND

**MOUNT BRUCE MINING PTY LIMITED
ACN 008 714 010**

**IRON ORE (MOUNT BRUCE) AGREEMENT 1972
RATIFIED VARIATION AGREEMENT**

[Solicitor's details]

THIS AGREEMENT is made this 26 day of August 2024

BETWEEN

THE HONOURABLE ROGER COOK MLA., Premier of the State of Western Australia, acting for and on behalf of the said State and instrumentalities from time to time (the "**State**")

AND

MOUNT BRUCE MINING PTY LIMITED ACN 008 714 010 of Level 18, Central Park, 152-158 St Georges Terrace, Perth, Western Australia (**Company**).

RECITALS

- A.** The State and the Company are the parties to the agreement dated 10 March 1972 ratified by and scheduled to the *Iron Ore (Mount Bruce) Agreement Act 1972* and which as subsequently added to, varied or amended is referred to in this Agreement as the "**Principal Agreement**".
- B.** The State and the Company wish to vary the Principal Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Ratification and operation

- (1) This Agreement, other than this clause, does not come into operation except in accordance with subclause (2).

- (2) This Agreement, other than this clause, comes into operation on the day on which it is ratified by an Act of the Parliament of Western Australia ("**Operative Date**") unless, before that day, it terminates under subclauses (4) or (5).
- (3) The State must introduce in the Parliament of Western Australia before 30 September 2024 or a later date agreed between the parties to this Agreement, a Bill to ratify this Agreement and must endeavour to secure its passage as an Act.
- (4) If by 31 December 2024 this Agreement has not been ratified by an Act of the Parliament of Western Australia then, unless the parties to this Agreement otherwise agree, this Agreement terminates on that day and no party hereto will have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.
- (5) The parties agree that if the Principal Agreement is otherwise determined in accordance with its provisions on a day prior to the Operative Date, then this Agreement shall also terminate on and from that day and no party hereto will have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.

2. Variations of the Principal Agreement

Clause 1 of the Principal Agreement is varied by inserting after paragraph (f) in the definition of "Integration Agreement" the following paragraph:

"(g) the agreement authorised by and as scheduled to the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended; or",

and renumbering the following paragraphs of that definition accordingly.

s. 21

EXECUTED as a deed.

SIGNED by **THE HONOURABLE**)
ROGER COOK)
in the presence of:)

[Signature]_____
Signature of witness

[Signature]_____

SARAH GWEN KEEGAN
Name of witness

EXECUTED by **MOUNT BRUCE**)
MINING PTY LIMITED)
ACN 008 714 010 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth)

[Signature]_____
Director

S. J. JONES

[Signature]_____
~~Director~~/Secretary

SOWMYA KOLLI

**Part 6 — *Iron Ore (Robe River) Agreement Act 1964*
amended**

22. Act amended

This Part amends the *Iron Ore (Robe River) Agreement Act 1964*.

23. Section 2 amended

In section 2 insert in alphabetical order:

eighth variation agreement means the agreement a copy of which is set forth in the Ninth Schedule to this Act;

24. Section 4E inserted

After section 4D insert:

4E. Eighth variation agreement

- (1) The eighth variation agreement is ratified.
- (2) The implementation of the eighth variation agreement is authorised.
- (3) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the eighth variation agreement operates and takes effect despite any enactment or other law.

25. Ninth Schedule inserted

After the Eighth Schedule insert:

Ninth Schedule — Eighth variation agreement

[s. 2]

2024

**THE HONOURABLE ROGER COOK
PREMIER OF THE STATE OF WESTERN AUSTRALIA**

AND

**ROBE RIVER LIMITED
ACN 008 478 493**

**ROBE RIVER MINING CO. PTY. LTD.
ACN 008 694 246**

**mitsui iron ore development Pty Ltd
ACN 008 734 361**

**NORTH MINING LIMITED
ACN 000 081 434**

NIPPON STEEL AUSTRALIA PTY. LIMITED
ACN 001 445 049

NIPPON STEEL RAW MATERIALS AUSTRALIA PTY LTD
ACN 001 444 604

IRON ORE (ROBE RIVER) AGREEMENT 1964
RATIFIED VARIATION AGREEMENT

[Solicitor's details]

THIS AGREEMENT is made this 26 day of August 2024

BETWEEN

THE HONOURABLE ROGER COOK MLA., Premier of the State of Western Australia, acting for and on behalf of the said State and instrumentalities from time to time (the "**State**")

AND

ROBE RIVER LIMITED ACN 008 478 493 of Level 18, Central Park, 152-158 St Georges Terrace, Perth, Western Australia (**RRL**)

AND

ROBE RIVER MINING CO. PTY. LTD. ACN 008 694 246 of Level 18, Central Park, 152-158 St Georges Terrace, Perth, Western Australia (**RRMC**),

MITSUI IRON ORE DEVELOPMENT PTY LTD ACN 008 734 361 of Level 26, Exchange Plaza, 2 The Esplanade, Perth, Western Australia (**Mitsui**),

NORTH MINING LIMITED ACN 000 081 434 of Level 18, Central Park, 152-158 St Georges Terrace, Perth, Western Australia (**NML**),

NIPPON STEEL AUSTRALIA PTY. LIMITED ACN 001 445 049 of Level 14, 115 Pitt Street, Sydney, New South Wales, **NIPPON STEEL RAW MATERIALS AUSTRALIA PTY LTD** ACN 001 444 604 of Level 14, 115 Pitt Street, Sydney, New South Wales, and the said **MITSUI IRON ORE DEVELOPMENT PTY LTD** which 3 companies carry on business under the name of **Cape Lambert Iron Associates (CLIA)**, and

the said **NIPPON STEEL AUSTRALIA PTY. LIMITED** and **NIPPON STEEL RAW MATERIALS AUSTRALIA PTY LTD** which 2 companies carry on business together under the name **Pannawonica Iron Associates (PIA)**.

(RRMC, Mitsui, NML, CLIA and PIA are collectively referred to in this Agreement as the **Robe Participants**.)

RECITALS

- A.** The State, RRL and the Robe Participants are now the parties to the agreement dated 18 November 1964 approved by and scheduled to the *Iron Ore (Robe River) Agreement Act 1964* and which as subsequently added to, varied or amended is referred to in this Agreement as the "**Principal Agreement**".
- B.** The parties wish to vary the Principal Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Ratification and operation

- (1) This Agreement, other than this clause, does not come into operation except in accordance with subclause (2).

- (2) This Agreement, other than this clause, comes into operation on the day on which it is ratified by an Act of the Parliament of Western Australia ("**Operative Date**") unless, before that day, it terminates under subclauses (4) or (5).
- (3) The State must introduce in the Parliament of Western Australia before 30 September 2024 or a later date agreed between the parties to this Agreement, a Bill to ratify this Agreement and must endeavour to secure its passage as an Act.
- (4) If by 31 December 2024 this Agreement has not been ratified by an Act of the Parliament of Western Australia then, unless the parties to this Agreement otherwise agree, this Agreement terminates on that day and no party hereto will have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.
- (5) The parties agree that if the Principal Agreement is otherwise determined in accordance with its provisions on a day prior to the Operative Date, then this Agreement shall also terminate on and from that day and no party hereto will have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.

2. Variations of the Principal Agreement

Clause 1 of the Principal Agreement is varied by inserting after paragraph (f) in the definition of "Integration Agreement" the following paragraph:

"(g) the agreement authorised by and as scheduled to the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended; or",

and renumbering the following paragraphs of that definition accordingly.

s. 25

EXECUTED as a deed.

SIGNED by **THE HONOURABLE**)
ROGER COOK)
in the presence of:)

[Signature] _____
Signature of witness

[Signature] _____

SARAH GWEN KEEGAN
Name of witness

EXECUTED by **ROBE RIVER LIMITED**)
ACN 008 478 493 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth):)

[Signature] _____
Director

SIMON RICHMOND

[Signature] _____
~~Director~~/Secretary

SOWMYA KOLLI

EXECUTED by **ROBE**)
RIVER MINING CO. PTY. LTD.)
ACN 008 694 246 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth):)

[Signature] _____
Director

SIMON RICHMOND

[Signature] _____

~~Director~~/Secretary

SOWMYA KOLLI

EXECUTED by **MITSUI IRON ORE**)
DEVELOPMENT PTY LTD)
ACN 008 734 361 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth):)

[Signature] _____
Director

TORU KOJIMA

[Signature] _____
~~Director~~/Secretary

INNES DEAKIN

EXECUTED by **NORTH MINING**)
LIMITED)
ACN 000 081 434 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth))

[Signature] _____
Director

SIMON RICHMOND

[Signature] _____
~~Director~~/Secretary

SOWMYA KOLLI

s. 25

CAPE LAMBERT IRON ASSOCIATES

EXECUTED by **NIPPON STEEL**)
AUSTRALIA PTY. LIMITED)
ACN 001 445 049 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth) by authority of the Directors)
in the presence of:)

[Signature] _____
Director

KEIGO GOHDA

[Signature] _____
~~Director~~/Secretary

YUJIN SUZUKI

EXECUTED by **NIPPON STEEL RAW**)
MATERIALS AUSTRALIA PTY LTD)
ACN 001 444 604 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth) by authority of the Directors)
in the presence of:)

[Signature] _____
Director

KEIGO GOHDA

[Signature] _____
~~Director~~/Secretary

YUJIN SUZUKI

EXECUTED by **MITSUI**)
IRON ORE DEVELOPMENT PTY)
LTD ACN 008 734 361 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth))

[Signature] _____
Director

TORU KOJIMA _____

[Signature] _____
~~Director~~/Secretary

INNES DEAKIN _____

PANNAWONICA IRON ASSOCIATES

EXECUTED by **NIPPON STEEL**)
AUSTRALIA PTY. LIMITED)
ACN 001 445 049 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth) by authority of the Directors)
in the presence of:)

[Signature] _____
Director

KEIGO GOHDA _____

[Signature] _____
~~Director~~/Secretary

YUJIN SUZUKI _____

s. 25

EXECUTED by **NIPPON STEEL RAW**)
MATERIALS AUSTRALIA PTY LTD)
ACN 001 444 604 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth) by authority of the Directors)
in the presence of:)

[Signature] _____
Director

KEIGO GOHDA _____

[Signature] _____
~~Director~~/Secretary

YUJIN SUZUKI _____

Part 7 — *Iron Ore (Yandicoogina) Agreement Act 1996* amended

26. Act amended

This Part amends the *Iron Ore (Yandicoogina) Agreement Act 1996*.

27. Section 3 amended

- (1) In section 3 insert in alphabetical order:

the Third Variation Agreement means the agreement a copy of which is set out in Schedule 4.

- (2) In section 3 in the definition of ***Agreement*** delete “Agreement and the Second Variation Agreement;” and insert:

Agreement, the Second Variation Agreement and the Third Variation Agreement;

- (3) In section 3 in the definition of ***the Second Variation Agreement*** delete “Schedule 3.” and insert:

Schedule 3;

Note: The heading to amended section 3 is to read:

Terms used

28. Section 4 amended

After section 4(2B) insert:

- (2C) The Third Variation Agreement is ratified.

29. Schedule 4 inserted

After Schedule 3 insert:

Schedule 4 — Third Variation Agreement

[s. 3]

2024

**THE HONOURABLE ROGER COOK
PREMIER OF THE STATE OF WESTERN AUSTRALIA**

AND

**HAMERSLEY IRON - YANDI PTY LIMITED
ACN 009 181 793**

AND

**HAMERSLEY IRON PTY. LIMITED
ACN 004 558 276**

**IRON ORE (YANDICOOGINA) AGREEMENT 1996
RATIFIED VARIATION AGREEMENT**

[Solicitor's details]

THIS AGREEMENT is made this 26 day of August 2024

BETWEEN

THE HONOURABLE ROGER COOK MLA., Premier of the State of Western Australia, acting for and on behalf of the said State and instrumentalities from time to time (the "**State**")

AND

HAMERSLEY IRON - YANDI PTY LIMITED ACN 009 181 793 of Level 18, Central Park, 152-158 St Georges Terrace, Perth, Western Australia (**Company**)

AND

HAMERSLEY IRON PTY. LIMITED ACN 004 558 276 of Level 18, Central Park, 152-158 St Georges Terrace, Perth, Western Australia (**Hamersley**).

RECITALS

- A.** The State, the Company and Hamersley are the parties to the agreement dated 22 October 1996 ratified by and scheduled to the *Iron Ore (Yandicoogina) Agreement Act 1996* and which as subsequently added to, varied or amended is referred to in this Agreement as the "**Principal Agreement**".
- B.** The State, the Company and Hamersley wish to vary the Principal Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. Ratification and operation

- (1) This Agreement, other than this clause, does not come into operation except in accordance with subclause (2).
- (2) This Agreement, other than this clause, comes into operation on the day on which it is ratified by an Act of the Parliament of Western Australia ("**Operative Date**") unless, before that day, it terminates under subclauses (4) or (5).
- (3) The State must introduce in the Parliament of Western Australia before 30 September 2024 or a later date agreed between the parties to this Agreement, a Bill to ratify this Agreement and must endeavour to secure its passage as an Act.
- (4) If by 31 December 2024 this Agreement has not been ratified by an Act of the Parliament of Western Australia then, unless the parties to this Agreement otherwise agree, this Agreement terminates on that day and no party hereto will have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.
- (5) The parties agree that if the Principal Agreement is otherwise determined in accordance with its provisions on a day prior to the Operative Date, then this Agreement shall also terminate on and from that day and no party hereto will have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.

2. Variations of the Principal Agreement

Clause 1 of the Principal Agreement is varied by inserting after paragraph (f) in the definition of "Integration Agreement" the following paragraph:

"(g) the agreement authorised by and as scheduled to the *Iron Ore (Rhodes Ridge) Agreement Authorisation Act 1972*, as from time to time added to, varied or amended; or",

and renumbering the following paragraphs of that definition accordingly.

EXECUTED as a deed.

SIGNED by **THE HONOURABLE**)
ROGER COOK)
in the presence of:)

[Signature] _____
Signature of witness

[Signature] _____

SARAH GWEN KEEGAN
Name of witness

EXECUTED by)
HAMERSLEY IRON - YANDI PTY)
LIMITED ACN 009 181 793 in accordance)
with section 127(1) of the)
Corporations Act 2001 (Cth))

[Signature] _____
Director

SIMON RICHMOND

[Signature] _____
~~Director~~/Secretary

SOWMYA KOLLI

s. 29

EXECUTED by)
HAMERSLEY IRON PTY. LIMITED)
ACN 004 558 276 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth))

[Signature]_____
Director

SIMON RICHMOND

[Signature]_____
Director/Secretary

SOWMYA KOLLI

=====