

WESTERN AUSTRALIA

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**MINERAL SANDS (ALLIED  
ENEABBA) AGREEMENT  
AMENDMENT ACT**

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**No. 61 of 1988**

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**AN ACT to ratify an Agreement between the State of Western Australia and Allied Eneabba Limited, to amend the *Mineral Sands (Allied Eneabba) Agreement Act 1975* and to repeal the *Mineral Sands (Western Titanium) Agreement Act 1975*.**

[Assented to 8 December 1988]

The Parliament of Western Australia enacts as follows:

**Short title**

**1.** This Act may be cited as the *Mineral Sands (Allied Eneabba) Agreement Amendment Act 1988*.

**Commencement**

2. (1) Subject to subsection (2), this Act shall come into operation on the day on which it receives the Royal Assent.

(2) Section 7 of this Act comes into operation on 29 December 1988.

**Principal Act**

3. In this Act the *Mineral Sands (Allied Eneabba) Agreement Act 1975\** is referred to as the principal Act.

[\*Act No. 54 of 1975.]

**Section 1 amended**

4. Section 1 of the principal Act is amended by deleting "*Allied*".

**Section 2 repealed and a section substituted**

5. Section 2 of the principal Act is repealed and the following section is substituted—

**Interpretation**

“ 2. In this Act unless the contrary intention appears—

“the Agreement” means the Agreement a copy of which is set out in Schedule 1 and, if that Agreement is altered in accordance with the provisions thereof, includes the agreement as so altered from time to time;

“the Variation Agreement” means the Agreement a copy of which is set out in Schedule 2. ”.

**Section 4 inserted**

6. After section 3 of the principal Act the following section is inserted—

**Variation Agreement**

“ 4. (1) The Variation Agreement is ratified and its implementation is authorized.

(2) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the Variation Agreement shall operate and take effect notwithstanding any other Act or law. ”.

### **Repeal**

7. The *Mineral Sands (Western Titanium) Agreement Act 1975\** is repealed.

[\*Act No. 53 of 1975.]

### **Heading to Schedule amended**

8. The heading to the Schedule to the principal Act is amended by deleting “SCHEDULE” and substituting the following—

“ SCHEDULE 1 ”.

### **Schedule 2 added**

9. After the Schedule to the principal Act the following Schedule is added—

“ SCHEDULE 2

THIS AGREEMENT is made the 7th day of NOVEMBER 1988 BETWEEN THE HONOURABLE PETER M'CALLUM DOWDING, LL.B., M.L.A., Premier of the State of Western Australia, acting for and on behalf of the said State and its instrumentalities from time to time (hereinafter called “the State”) of the one part and ALLIED ENEABBA LIMITED a company incorporated in Western Australia and having its registered office situate at 45 Stirling Highway, Nedlands (hereafter with its successors permitted assigns and appointees called “the Company”) of the other part.

WHEREAS:

- (a) the State and the Company are the parties to the agreement dated the 27th day of June 1975 which was ratified by the *Mineral Sands (Allied Eneabba) Agreement Act 1975* and is hereinafter referred to as “the principal Agreement”; and
- (b) the State and the Company (pursuant to an assignment agreement) are the parties to the agreement dated the 27th day of May 1975 which was ratified by the *Mineral Sands (Western Titanium) Agreement Act 1975* and is hereinafter referred to as “the WT Agreement”;

- (c) the parties desire to amalgamate the principal Agreement and the WT Agreement and otherwise to vary the principal Agreement.

NOW THIS AGREEMENT WITNESSETH:

1. Subject to the context the words and expressions used in this Agreement have the same meanings respectively as they have in and for the purpose of the principal Agreement.
2. The State shall introduce and sponsor a Bill in the Parliament of Western Australia to ratify this Agreement and endeavour to secure its passage as an Act prior to 29 December 1988.
3. (1) The provisions of this clause and clause 2 of this Agreement shall come into operation on the execution hereof.  
  
(2) Subject to the Bill referred to in clause 2 coming into operation as an Act prior to 29 December 1988 the other provisions of this Agreement shall come into operation on 29 December 1988.
4. The principal Agreement is hereby varied as follows:
  - (1) Clause 1—
    - (a) by deleting the following definitions—

“concentration plant”

“mineral claim”

“mineral lease”

“separation plant”;
    - (b) by inserting, in the appropriate alphabetical positions, the following definitions—

“ “approved proposals” means proposals approved or determined under this Agreement or the WT Agreement;

“Eneabba separation plant” means the plant constructed under the WT Agreement near Eneabba for the separation of heavy mineral concentrates into component heavy minerals;

“EP Act” means the Environmental Protection Act 1986;

“Meru separation plant” means the plant constructed under this Agreement at Meru for the separation of heavy mineral concentrates into component heavy minerals;

“Mining Lease” means the mining lease granted pursuant to Clause 15 and includes any renewals extensions or substitutions therefor whether extending over a greater or

lesser area and according to the requirements of the context shall describe the land leased as well as the instrument by which it is leased;

“WT Agreement” means the agreement ratified by the Mineral Sands (Western Titanium) Agreement Act 1975. ”;

- (c) in the definition of “associated company” by deleting “section 6 of the Companies Act, 1961” and substituting the following—

“ section 7 of the Companies (Western Australia) Code ”;

- (d) by deleting the definition of “Mining Act” and substituting the following definition—

“ “Mining Act” means the Mining Act 1978; ”;

- (e) by substituting for the plan marked “A” referred to in the principal Agreement, the plan marked “B” initialled by or on behalf of the parties hereto for the purpose of identification;

- (f) by deleting the definition of “mining areas” and substituting the following definition—

“ “mining areas” means the areas shaded red and the areas hatched red (hereinafter together called “the red areas”), the areas shaded yellow and the areas hatched yellow (hereinafter together called “the yellow areas”) and the areas shaded green and the areas hatched green (hereinafter together called “the green areas”) on the said plan marked “B”; ”;

- (g) in the definition of “ore” by deleting “mineral lease” and substituting the following—

“ Mining Lease ”;

- (h) in the definition of “private road” by deleting “and where applicable in accordance with an approved proposal hereunder” and substituting the following—

“ or pursuant to approved proposals, ”;

- (i) by deleting the definition of “State Electricity Commission” and substituting the following definition—

“ “State Energy Commission” means The State Energy Commission of Western Australia as described in section 7 of the State Energy Commission Act 1979; ”;

- (j) by deleting the definition of “town” and substituting the following definition—

“ “towns” means the townsite of Eneabba and the townsite of Leeman as respectively amended and redescribed from time to time pursuant to section 10 of the Land Act or any other townsite or townsites requested by the Company and approved by the Minister pursuant to proposals hereunder; ”;

- (k) in the definition of “WMC Joint Venturers”—

(i) by deleting “and includes”;

- (ii) by deleting “Act, 1964” and substituting the following—

“ Act 1964 or any one or more of those parties ”.

- (2) By inserting after Clause 6 the following clauses—

“ 6A. From and after the grant of the Mining Lease—

(a) the proposals made by the Company pursuant to Clause 5 of the WT Agreement and approved by the Minister pursuant to Clause 6 of that Agreement shall be deemed to apply to those lands comprised within the Mining Lease that are shaded red and yellow on Plan “B”; and

(b) the approved project shall apply to those lands within the Mining Lease that are hatched red and yellow on Plan “B”, and the said proposals and the approved project shall subject to this Agreement be implemented and given effect to by the Company accordingly.

6B. (1) The Company shall not mine any area or areas comprised within the green areas on Plan B unless and until proposals with respect thereto are approved or determined pursuant to this Clause.

(2) If the Company desires to commence mining heavy minerals on the green areas on plan B or any part thereof it shall give notice of such desire to the Minister and shall within 2 months of the date of such notice (or thereafter within such extended time as the Minister may allow as hereinafter provided) and subject to the provisions of this Agreement submit to the Minister its detailed proposals with respect thereto which shall include the matters mentioned in paragraphs (a), (b) and (i) of subclause (3) (but with the proviso that rehabilitation and/or restoration of the mined areas within the areas shaded green shall be consistent with agricultural land use and that rehabilitation and/or restoration of the mined areas within the areas hatched green shall be for such purposes or uses as the State

may require) and such of the other matters mentioned in subclause (3) as the Company may desire or the Minister may require.

- (3) The matters referred to in subclause (2) are—
- (a) the mining, and concentrating of ore and the separation of heavy mineral concentrates into heavy minerals;
  - (b) roads;
  - (c) facilities for the export of heavy minerals and heavy mineral products through the port;
  - (d) water supplies for the mining concentrating and separating of ore;
  - (e) housing, provision of utilities and services and associated facilities in the town;
  - (f) power supply;
  - (g) any other works, services or facilities desired by the Company;
  - (h) any leases, licences or other tenures of land required from the State; and
  - (i) measures to be taken for the protection and management of the environment including rehabilitation and/or restoration of the mined areas, the prevention of the discharge of tailings, slimes, pollutants or overburden into the surrounding country, water courses, lakes or underground water supplies, the prevention of soil erosion and, to the extent that the Company is responsible for implementing the matters referred to in paragraphs (a) to (h) of this subclause, consideration of the environmental effects relating thereto.
- (4) The proposals may with the approval of the Minister and shall if so required by the State be submitted separately and in any order as to the matter or matters mentioned in one or more of paragraphs (a) to (i) of subclause (3).
- (5) The proposals relating to any one of the matters mentioned in subclause (3) may with the approval of the Minister and that of any third parties concerned instead of providing for the construction of new facilities of the kind therein mentioned provide for the use by the Company upon reasonable terms and conditions of any existing facilities of such kind.

- (6) At the time when the Company submits the said proposals it shall furnish to the State's satisfaction in all respects evidence of—
    - (a) marketing arrangements demonstrating the Company's ability to profitably sell or use heavy minerals or a substantial proportion thereof in accordance with the said proposals;
    - (b) the availability of finance necessary for the fulfilment of the operations to which the said proposals refer; and
    - (c) the readiness of the Company to embark upon and proceed to carry out the operations referred to in the said proposals.
  - (7) The provisions of Clause 6C shall apply to detailed proposals submitted pursuant to this Clause.
  - (8) The Company shall forthwith on the request of the State made at any time after the expiration of four years from the commencement of mining pursuant to proposals first approved under this Clause or such longer period as the Minister may approve from time to time surrender to the State all green areas on Plan B (other than any portions containing mineable coal deposits) which at the date of such request are within the Mining Lease and are not the subject of proposals approved under this Clause.
- 6C. (1) In respect of proposals submitted pursuant to Clause 6B, 7 or 8 the Minister shall consistent with the EP Act—
- (a) approve of the said proposals either wholly or in part without qualification or reservation; or
  - (b) defer consideration of or decision upon the same until such time as the Company submit a further proposal or proposals in respect of some other of the matters mentioned in subclause (3) of Clause 6B not covered by the said proposals; or
  - (c) require as a condition precedent to the giving of his approval to the said proposals that the Company make such alteration thereto or comply with such conditions in respect thereto as he (having regard to the circumstances including the overall development of and the use by others as well as the Company of all or any of the facilities proposed to be provided) thinks reasonable and in such a case the Minister shall disclose his reasons for such conditions,



PROVIDED ALWAYS that where implementation of any proposals hereunder have 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 Company make such alterations to the proposals as may be necessary to make them accord with those conditions or procedures.

- (2) The Minister shall within two months after receipts of the said proposals pursuant to subclause (1) of this Clause or where the said proposals are to be assessed under section 40 (1) (b) of the EP Act then within two months after service on him of an authority under section 45 (7) of the EP Act give notice to the Company of his decision in respect to the said proposals.
- (3) If the decision of the Minister is as mentioned in either of paragraphs (b) or (c) of subclause (1) of this Clause the Minister shall afford the Company full opportunity to consult with him and should it so desire to submit new or revised proposals either generally or in respect to some particular matter.
- (4) If the decision of the Minister is as mentioned in either of paragraphs (b) or (c) of subclause (1) of this Clause and the Company considers that the decision is unreasonable the Company within two months after receipt of the notice mentioned in subclause (2) may elect to refer to arbitration in the manner hereinafter provided the question of the reasonableness of the decision PROVIDED THAT any requirement of the Minister pursuant to the proviso to subclause (1) of this Clause shall not be referable to arbitration hereunder.
- (5) Subject to and in accordance with the EP Act and any approvals and licences required under that Act the Company shall implement proposals approved or determined pursuant to this Clause in accordance with the terms thereof. ”.

(3) Clause 7—

(a) by inserting after “the approved project” the following—

“ any approved proposals or desires to mine minerals granted by the Mining Lease which are not the subject of any approved proposals ”;

- (b) by deleting “The provisions of Clauses 5 and 6 shall *mutatis mutandis* apply to detailed proposals submitted pursuant to this subclause. The Company shall implement the approved proposals in accordance with the terms thereof” and substituting the following—

“ The provisions of subclauses (4), (5) and (6) of Clause 6B and the provisions of Clause 6C shall *mutatis mutandis* apply to detailed proposals submitted pursuant to this Clause. ”.

(4) Clause 8—

by deleting subclauses (2), (3), (4) and (5) and substituting the following subclauses—

- “ (2) The Company shall during the currency of this Agreement submit to the Minister not later than 31st December 1989 and the 31st December in each third year thereafter, a detailed report on the result of such investigations and research and the implementation by the Company of approved proposals relating to the protection and management of the environment during the three year period ending 31st October immediately preceding the due date for the detailed report together with a mining plan setting forth the proposed mining operations of the Company during the three year period commencing 1st November immediately preceding such due date and the programme proposed to be undertaken by the Company during that period in regard to investigation and research under subclause (1) of this Clause and the implementation by the Company of approved proposals relating to the protection and management of the environment.
- (3) The Minister may within 2 months of receipt of a detailed report pursuant to subclause (2) of this Clause notify the Company that he—
- (a) approves the report and programme; or
- (b) requires amendment of the programme for the ensuing 3 years; or
- (c) requires additional detailed proposals to be submitted for the protection and management of the environment.
- (4) The Company shall within 2 months of receipt of a notice pursuant to paragraph (b) of subclause (3) of this Clause submit to the Minister an amended programme as required. The Minister shall afford the Company full opportunity to consult with him on his requirements during the preparation of any amended programme.

- (5) The Minister may within 1 month of receipt of an amended report or programme pursuant to subclause (4) of this Clause notify the Company that he requires additional detailed proposals to be submitted for the protection and management of the environment.
- (6) The Company shall within 2 months of receipt of a notice pursuant to subclause (3) (c) or subclause (5) of this Clause submit to the Minister additional detailed proposals as required and the provisions of Clause 6C shall *mutatis mutandis* apply to those proposals.
- (7) In addition to the reports provided for in subclause (2) the Company shall when required by the Minister from time to time, but not more frequently than once in every 12 months, submit to the Minister interim reports in a form and to a level of detail determined by the Minister of its investigations and research carried out pursuant to subclause (1) and its implementation of approved proposals relating to the environment. ”.

(5) By deleting Clause 9.

(6) Clause 12—

(a) by deleting subclause (1) and substituting the following subclause:—

“ (1) The State shall cause the Railways Commission to transport by rail, and the company shall so consign:

(a) all its production of heavy mineral concentrates, heavy minerals or heavy minerals products (in this Clause either separately or collectively called “the bulk minerals”)—

(i) from Eneabba to the port, the Meru separation plant, the Narngulu synthetic rutile plant, or Capel synthetic rutile plant; and

(ii) from the Meru separation plant or the Narngulu synthetic rutile plant to the port; and

(b) in so far as is practicable, all other bulk commodities required for the Company’s operations hereunder. ”.

(b) subclause (3)—

by inserting before “separation plant” in both cases where it occurs the following—

“ Meru ”;

- (c) by deleting subclause (4) and substituting the following subclause—

“ (4) Where the Company elects to transport commodities by road pursuant to subclause (2) of this Clause or where the Company desires to transport heavy mineral concentrates and heavy minerals by road between the Meru separation plant and the port pursuant to subclause (3) of this Clause the Minister under the Transport Co-ordination Act 1966 shall upon request by the Company and upon payment of the licence fees prescribed by him under the said Act issue licences for road carriage to the Company or its nominees provided that such nominees shall be persons whose character qualifications and financial stability are approved by the said Minister. ”;

- (d) by deleting subclause (5);

- (e) subclause (6)—

by deleting “when the Railways Commission commences to transport heavy mineral concentrates by rail from the concentration plant to the separation plant,” and substituting the following—

“ , for the purposes of this Agreement ”;

- (f) by deleting subclause (8);

- (g) subclause (11)—

by deleting subclause (11) and substituting the following subclause—

“ (11) The Company and the Railways Commission may from time to time enter into, add to, ratify, adopt, substitute for, cancel or vary an agreement or agreements in writing (which if the Company and the Railways Commission so agree may operate retrospectively) embodying the terms and conditions under which commodities are to be carried by the Railways Commission pursuant to this Agreement and for all other related matters insofar as they are not provided for in this Agreement. The provisions of Clause 29 of this Agreement shall not apply to this subclause. ”;

(h) subclause (16)—

(a) by deleting “the mineral lease” where it first occurs and substituting the following—

“ the red areas and yellow areas of the Mining Lease ”;

and

(b) by deleting “the mineral lease” where it secondly occurs and substituting the following—

“ the Mining Lease ”.

(7) Clause 13—

(a) by deleting “State Electricity Commission” wherever it occurs and substituting in each place the following—

“ State Energy Commission ”;

(b) by deleting “mineral lease” wherever it occurs and substituting in each place the following—

“ Mining Lease ”.

(8) Clause 14—

(a) subclauses (10) and (11)—

by inserting before “separation plant” the following—

“ Meru ”;

(b) subclause (12)—

(i) by deleting “and consumed on the mining areas and at the separation plant” and substituting the following—

“ pursuant to this Agreement ”;

(ii) by deleting “town” and substituting the following—

“ towns ”.

(9) Clause 15—

(a) subclause (1)—

by deleting subclause (1) and the marginal note thereto and substituting the following subclauses—

Mining Lease

“ (1) Notwithstanding the provisions of the Mining Act on application made by the Company on 29 December 1988

for a mining lease over so much of the land in the red areas, the yellow areas and the green areas as the Company desires and in respect of which the Company, Ilmenite Proprietary Limited, Western Titanium Ltd, Indoon Resources Pty Ltd or Circular Quay Holdings Pty Limited then holds mining titles and subject to the surrender on that day of all mining titles held by the Company and/or the other companies referred to in this subclause in respect of land within the red areas, the yellow areas and the green areas and to the withdrawal on that day of all applications for mining leases and all applications for coal mining leases made by the Company and/or the other companies referred to in this subclause in respect of those areas and the withdrawal of the application for Mining Lease 256 SA the State shall cause to be granted to the Company at the rents specified from time to time in the Mining Act a mining lease (the "Mining Lease") of the lands so applied for (notwithstanding that the survey in respect thereof has not been completed but subject to such corrections to accord with survey when completed at the Company's expense) for all minerals such Mining Lease to be granted under and, except as otherwise provided in this Agreement, subject to the Mining Act but in the form of the Second Schedule hereto and subject to such of the conditions of the surrendered mining leases as the Minister for Mines determines and such other conditions as the Minister for Mines may impose pursuant to section 84 of the Mining Act.

(1a) In subsection (1) "mining titles" means mining leases and other mining tenements under the Mining Act and mineral claims held under clause 3 of the Second Schedule to that Act;

(1b) The Minister for Mines shall make such apportionments of rents as may be necessary in respect of the surrendered mining leases. ”;

(b) subclause (2)—

by deleting "mineral lease" wherever it occurs and substituting in each place the following—

“ Mining Lease ”;

(c) subclause (3)—

by deleting subclause (3) and the marginal note thereto and substituting the following—

**Expenditure Conditions**

“ (3) The State shall ensure that during the currency of this Agreement and subject to compliance with its obligations hereunder the Company shall not be required to comply with the expenditure conditions imposed by or under the Mining Act in regard to the Mining Lease. ”;

(d) by deleting subclause (4);

(e) subclause (5)—

by deleting “mineral lease” wherever it occurs and substituting in each place the following—

“ Mining Lease ”;

(f) in subclause (6)—

by deleting “, and within 14 days after the date thereof or (in the case of an agreement entered into before the date hereof) after the execution of this Agreement, lodge a true copy of the agreement with the Minister for Mines”;

(g) by deleting subclause (7);

(h) subclause (8)—

by deleting “mineral lease” wherever it occurs and substituting in each place the following—

“ Mining Lease ”;

(i) by inserting after subclause (8) the following subclauses—

**Surrender of parts of the Mining Lease**

“ (9) Notwithstanding the provisions of this Clause the Company may from time to time with the approval of the Minister for Mines, subject to survey if required by the Minister for Mines at the Company’s expense, surrender to the State all or any portion or portions (of reasonable size and shape) of the Mining Lease (with abatement of future rent in respect to the area surrendered) provided however that such portion or portions have been rehabilitated and/or restored in accordance with approved proposals hereunder and any condition relating to rehabilitation and/or restoration applicable pursuant to the Mining Lease in manner acceptable to the Minister for Mines.

## Additional Areas

- (10) Notwithstanding the provisions of the Mining Act the Company may from time to time during the currency of this Agreement apply to the Minister for areas held by the Company under an exploration licence or mining lease granted under the Mining Act to be included in the Mining Lease. 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 Mining Lease subject to such of the conditions of the surrendered mining tenement as the Minister for Mines determines. In respect of any such land—
- (a) the land shall in addition to any conditions so determined by the Minister for Mines be subject to the same terms covenants and conditions as apply to the Mining Lease;
  - (b) the Minister for Mines may make such apportionment of rents as may be necessary in connection therewith;
  - (c) the 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 Company's expense. ”.

## (10) Clause 18—

- (a) by deleting “town” wherever it occurs and substituting the following—

“ towns ”;
- (b) subclause (1)—

by deleting “and where applicable an approved proposal hereunder” and substituting the following—

“ the approved proposals ”;
- (c) subclause (4)—
  - (i) by deleting “educational hospital medical and police services”;
  - (ii) by inserting after “commercial amenities” the following—

“ and also, in respect of Eneabba, for additional educational hospital medical and police services ”.



## (11) Clause 19—

(a) by deleting subclause (2) and substituting the following subclause—

“ (2) The State shall cause the Geraldton Port Authority, subject to the surrender of all leases then affecting the land to grant to the Company a lease of land at the port shown coloured blue on the plan marked “D” (initialled by or on behalf of the parties hereto for the purpose of identification) for a stockpile area for such period and on such terms and conditions (including renewal rights and provision for surrender of unrequired portions) as shall be agreed having regard to the purposes of the Company’s operations hereunder and the term of the Mining Lease. ”;

(b) subclause (3)—

by inserting after “WMC Joint Venturers” the following—

“ or the Geraldton Port Authority ”;

(c) subclause (4)—

by deleting “The State shall” and substituting the following—

“ Where the State causes the WMC Joint Venturers to operate the common inloading system or the common materials handling system, or both, the State shall ”.

## (12) Clause 20—

(a) subclause (1)—

by deleting “mineral lease” and substituting the following—

“ Mining Lease ”;

(b) by deleting subclause (2);

(c) subclause (4)—

by deleting “mineral lease” and substituting the following—

“ Mining Lease ”.

## (13) Clause 21—

(a) subclause (1)—

by deleting “four years after the commencement date the Company shall investigate the technical and economic feasibility of establishing a plant for secondary processing to the maximum

degree then practicable (but excluding therefrom heavy minerals the subject of existing contractual commitments)” and substituting the following—

“ 31 December 1992 the Company shall investigate the technical and economic feasibility of establishing a new plant for secondary processing to the maximum degree then practicable ”.

(b) subclause (6) (c)—

by deleting “mineral leases” and substituting the following—

“ Mining Lease ”.

(14) By inserting after Clause 21 the following clause—

“ 21A. (1) The provisions of Clause 21 shall cease to apply if a plant approved by the Minister for the purpose of this Clause for the processing of at least 12,000 tonnes per annum of monazite to rare earth oxides is constructed within the said State before 31 December 1991 or such later date as the Minister may allow.

(2) The Company has advised the State that at 28 October 1988 only one agreement for the sale of monazite from the mining areas is in existence. If the plant referred to in subclause (1) of this Clause shall not be built within the period therein mentioned the Company shall if and when required by the State, determine such agreement pursuant thereto by such date (being not less than twelve months after the date of the request) as the Minister may direct.

(3) From and after 28 October 1988 until (a) 31 December 1991 or such later date as the Minister may allow pursuant to subclause (1) of this Clause or (b) the completion and commissioning by the Company of a new plant for secondary processing pursuant to clause 21 the Company shall not sell or agree to sell any monazite from the mining areas without obtaining the prior consent of the Minister who may require as a condition of such consent that any such agreement shall be terminable by the Company forthwith on request of the Minister in the event the plant referred to in subclause (1) of this Clause is not constructed as therein provided. ”.

(15) Clause 22—

(a) by deleting “mineral lease” and substituting the following—

“ Mining Lease ”;

(b) by deleting “or proposals approved hereunder” and substituting the following—

“ , approved proposals ”.

(16) Clause 26—

(a) by deleting “mineral lease” and substituting the following—

“ Mining Lease ”;

(b) by deleting “and where applicable an approved proposal hereunder” and substituting the following—

“ , approved proposals ”.

(17) Clause 27 subclause (3)—

by deleting “mineral lease” and substituting the following—

“ Mining Lease ”.

(18) Clause 28—

(a) by deleting “mineral claim” wherever it occurs and substituting in each place the following—

“ mining lease ”;

(b) by deleting “such claim” and substituting the following—

“ such lease ”;

(c) by deleting “mineral lease” wherever it occurs and substituting in each place the following—

“ Mining Lease ”;

(19) Clause 33—

by deleting “mineral lease” wherever it occurs and substituting in each place the following—

“ Mining Lease ”.

(20) Clause 38—

by deleting “Arbitration Act, 1895” and substituting the following—

“ Commercial Arbitration Act 1985 and notwithstanding section 20 (1) of that Act each party may be represented before the arbitrators by a duly qualified legal practitioner or other representative ”.

(21) The First Schedule is deleted.

- (22) The Second Schedule is deleted and the following Schedule substituted—

“

THE SECOND SCHEDULE

WESTERN AUSTRALIA

MINING ACT 1978

MINERAL SANDS (ENEABBA) AGREEMENT ACT 1975

MINING LEASE

Mining Lease No.

The Minister for Mines a corporation sole established by the Mining Act 1978 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 (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 all minerals subject however to the provisions of the Agreement, 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 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 upon and subject to such of the provisions of the Mining Act 1978 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 stipulations set out in the Sixth Schedule to this lease the Lessee paying therefor the rents 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 successive renewals of the term each for a further period of twenty-one years upon the same terms and conditions subject to the sooner determination of the said term upon cessation or determination of the Agreement PROVIDED ALWAYS that this lease and any renewal thereof 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 and if the Lessee be more than one the respective successors and permitted assigns of each Lessee.



**Stamp Duty Exemption**

6. (1) The State shall exempt from any stamp duty which but for the operation of this Clause would or might be assessed and chargeable on—

(a) this Agreement

(b) the assignment whereby Western Titanium Ltd assigns all its right title and interest in the WT Agreement to the Company.

PROVIDED THAT this Clause shall not apply to any instrument or other document executed or made more than three years from the date hereof.

(2) If prior to the date on which the Bill referred to in Clause 2 to ratify this Agreement is passed as an Act stamp duty has been assessed and paid on any instrument or other document referred to in subclause (1) the State when such Bill is passed as an Act shall on demand refund any stamp duty paid on any such instrument or other document to the person who paid the same.

IN WITNESS WHEREOF this Agreement has been executed by or on behalf of the parties hereto the day and year first hereinbefore written.

SIGNED by the said  
THE HONOURABLE PETER  
M'CALLUM DOWDING,  
LL.B., M.L.A.  
in the presence of—

} PETER DOWDING

D. PARKER,  
MINISTER FOR ECONOMIC  
DEVELOPMENT AND TRADE.

THE COMMON SEAL OF  
ALLIED ENEABBA LIMITED  
was hereunto affixed by  
authority of the Directors  
in the presence of—

} [C.S.]

DIRECTOR,  
CAMPBELL ANDERSON.

SECRETARY,  
W. J. C. DAWES.