

WESTERN AUSTRALIA

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# IRON ORE (CLEVELAND-CLIFFS) AGREEMENT AMENDMENT ACT

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No. 87 of 1987

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AN ACT to amend the *Iron Ore (Cleveland-Cliffs) Agreement Act 1964*.

[Assented to 9 December 1987]

**BE** it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and the Legislative Assembly of Western Australia, in this present Parliament assembled, and by the authority of the same, as follows:—

## Short title

1. This Act may be cited as the *Iron Ore (Cleveland-Cliffs) Agreement Amendment Act 1987*.

## Commencement

2. This Act shall come into operation on the day on which it receives the Royal Assent.

**Principal Act**

3. In this Act the *Iron Ore (Cleveland-Cliffs) Agreement Act 1964\** is referred to as the principal Act.

[\*Act No. 91 of 1964 as amended by Acts Nos. 35 of 1970, 68 of 1973, 37 of 1984 and 95 of 1985.]

**Section 1 amended**

4. Section 1 of the principal Act is amended by deleting "*Cleveland-Cliffs*" and substituting the following—

“ *Robe River* ”.

**Section 2 amended**

5. Section 2 of the principal Act is amended by inserting after the definition of “the Company” the following definition—

“ “the fifth variation agreement” means the agreement a copy of which is set forth in the Sixth Schedule to this Act; ”.

**Section 3E inserted**

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

Fifth variation agreement.

“ 3E. (1) The fifth variation agreement is approved and ratified.

(2) The implementation of the fifth variation agreement is authorized.

(3) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the fifth variation agreement shall operate and take effect notwithstanding any other Act or law. ”.

**Section 5 repealed**

7. Section 5 of the principal Act is repealed.

**Sixth Schedule added**

8. After the Fifth Schedule to the principal Act the following Schedule is added—

“ **SIXTH SCHEDULE** (Section 2)

THIS AGREEMENT is made the 26th day of June 1987

BETWEEN

THE HONOURABLE BRIAN THOMAS BURKE, M.L.A., Premier of the State of Western Australia, acting for and on behalf of the said State and instrumentalities thereof from time to time (hereinafter called “the State”) of the first part ROBE RIVER LIMITED a company incorporated in the Australian Capital Territory and having its principal office in the State of New South Wales situate at 10 Loftus Street, Sydney (hereinafter called “Robe River Limited”) of the second part and

ROBE RIVER MINING CO. PTY. LTD. (formerly Cliffs Western Australian Mining Co. Pty. Ltd.) a company incorporated in the State of Western Australia and having its registered office there at 12-14 St. George’s Terrace, Perth (hereinafter called “RRM”), MITSUI IRON ORE DEVELOPMENT PTY. LTD. a company incorporated in the State of Western Australia and having its principal office there at 24th Floor, Forrest Centre, 221 St. George’s Terrace, Perth (hereinafter called “Mitsui Iron”), PEKO-WALLSEND OPERATIONS LIMITED a company incorporated in the State of New South Wales and having its principal place of business there at 10 Loftus Street, Sydney (hereinafter called “Peko”), NIPPON STEEL AUSTRALIA PTY. LIMITED a company incorporated in the State of New South Wales and having its registered office there at 60 Martin Place, Sydney, SUMITOMO METAL AUSTRALIA PTY. LTD. a company incorporated in the State of New South Wales and having its registered office there at 30th Floor, CBA Centre, 60 Margaret Street, Sydney and the said MITSUI IRON ORE DEVELOPMENT PTY. LTD., such last mentioned three companies acting together and carrying on business under the name of CAPE LAMBERT IRON ASSOCIATES in the State of Western Australia at 24th Floor, Forrest Centre, 221 St. George’s Terrace, Perth (hereinafter collectively called “CLIA”) and the said NIPPON STEEL AUSTRALIA PTY. LIMITED and the said SUMITOMO METAL AUSTRALIA PTY. LTD. such last mentioned two companies acting together and carrying on business under the name of PANNAWONICA IRON ASSOCIATES in the State of Western Australia at 24th Floor, Forrest Centre, 221 St. George’s Terrace, Perth (hereinafter collectively called “PIA”) of the third part (the said RRM, Mitsui Iron, Peko, CLIA and PIA the parties of the third part being hereinafter collectively called “the Participants”).

WHEREAS:

- (a) by an agreement under seal dated the 18th day of November, 1964 made between the State of the one part and Basic Materials Pty. Limited (hereinafter called “Basic”) of the other part (which agreement was approved by and is scheduled to the Iron Ore (Cleveland-Cliffs) Agreement Act 1964 and is hereinafter referred to as “the Agreement”) Basic acquired upon the terms and conditions set forth in the Agreement certain rights interests and benefits and assumed certain obligations with respect to the exploration for and development of specified iron ore deposits and for the mining transportation processing pelletising and shipment of iron ore therefrom;

- (b) by virtue of various agreements under seal Robe River International Inc. formerly Cliffs International, Inc. (hereinafter called "Cliffs") became entitled to all the right interest claim and demand whatsoever of Basic in and under the Agreement and by virtue of deed of covenant with the State assumed the obligations of Basic thereunder;
- (c) the Agreement has been varied by the following agreements—
- (i) the agreement dated the 12th day of May, 1970 approved by the Iron Ore (Cleveland-Cliffs) Agreement Act Amendment Act 1970;
  - (ii) the agreement dated the 13th day of July, 1976 the execution of which by the State was authorized by the Iron Ore (Cleveland-Cliffs) Agreement Act Amendment Act 1973;
  - (iii) an agreement made the 5th day of October, 1983;
  - (iv) the agreement dated the 30th day of April, 1984 ratified by the Iron Ore (Cleveland-Cliffs) Agreement Amendment Act 1984; and
  - (v) the agreement dated the 29th day of October, 1985 approved and ratified by the Iron Ore (Cleveland-Cliffs) Agreement Amendment Act 1985

and as so varied from time to time is hereinafter referred to as "the Principal Agreement";

- (d) by virtue of various agreements and deeds the Participants are now entitled to all the right title interest claim and demand of the Company (as defined in the Principal Agreement) in and under the Principal Agreement except Mineral Lease 248 SA granted thereunder by the State to Cliffs as tenants in common in the following shares:

RRM	30%
Mitsui Iron	20%
Peko	35%
CLIA	5%
PIA	10%;

- (e) by virtue of a deed dated the 12th day of May, 1986 Robe River Limited became entitled (inter alia) to all the right title and interest of Cliffs in and to the Principal Agreement and the said Mineral Lease 248 SA;
- (f) by an agreement dated the 24th day of December, 1976 made between RRM, Mitsui Iron, Robe River Limited and Mt. Enid Iron Co. Pty. Ltd (predecessors in title of the Participants) and BHP Minerals Limited (formerly called Dampier Mining Company Limited and referred to hereinafter as "BHPM"), BHPM purchased inter alia interests as therein described in certain leases subleases and licences relating to the port and railway facilities constructed under the Principal Agreement and by an agreement dated the 31st day of December, 1976 and made between the State and BHPM, BHPM agreed to comply with observe and perform the provisions of the Principal Agreement to be complied with observed and performed in regard to the property so purchased;
- (g) by an assignment and deed of covenant dated the 25th day of June, 1987 made between the State, BHPM and the Participants, BHPM with effect from the 1st day of December, 1986 sold and assigned to the Participants inter alia the whole of its interests in the leases subleases and licences referred to in recital (f) hereof and the Participants agreed to comply with observe and perform the provisions of the Principal Agreement to be complied with observed and performed in regard to the

property so acquired and by a release of the same date the Minister (as defined in the Principal Agreement) released BHPM from its obligations to the State in respect thereof;

- (h) by an assignment and deed of covenant dated the 25th day of June, 1987 and made between the State, BHPM, the Participants, The Broken Hill Proprietary Company Limited and Australian Iron and Steel Proprietary Limited, BHPM assigned to the Participants all its interest in the agreement defined in section 1A of the Iron Ore (Dampier Mining Company Limited) Agreement Act 1969 (hereinafter called "the Dampier Agreement") and in the clauses of the Agreement defined in section 2 of the Iron Ore (The Broken Hill Proprietary Company Limited) Agreement Act 1964 (hereinafter called "the 1964 BHP Agreement") set out in item 1 of the Schedule hereto and by the same deed the Participants acquired the benefit of and became subject to the obligations arising under the clauses of the 1964 BHP Agreement set out in item 2 of the Schedule hereto insofar as they related to the interests of the Participants in the Dampier Agreement and the clauses of the 1964 BHP Agreement set out in item 1 of the Schedule hereto;
- (i) by a release dated the 25th day of June, 1987 the Minister (as defined in the 1964 BHP Agreement) released BHPM and The Broken Hill Proprietary Company Limited from liability for the performance and observance of the covenants and agreements on their part contained in the clauses set out in item 1 of the Schedule hereto and released BHPM from liability for the performance and observance of the covenants and agreements on its part contained in the Dampier Agreement;
- (j) as a consequence of changed circumstances which caused the production of iron ore pellets under the Principal Agreement to become uneconomic the Minister (as defined in the Principal Agreement) approved the sale to the People's Republic of China of certain key components of the pellet-plant constructed pursuant to the Principal Agreement; and
- (k) the parties hereto desire to amend the Principal Agreement in the light of the acquisitions by the Participants referred to in recitals (g) and (h) hereof and the said sale of the pellet plant.

**NOW THIS AGREEMENT WITNESSES:**

1. The provisions of this Agreement shall not come into operation until a Bill to ratify this Agreement is passed by the Legislature of the said State and comes into operation as an Act.
2. The Principal Agreement is hereby varied as follows—
  - (1) Clause 1—
    - (a) by deleting the definition of "Dampier" and substituting the following definition—

“Dampier” means BHP Minerals Limited (formerly Dampier Mining Company Limited);”;
    - (b) by inserting after the definition of "Dampier" the following definition—

“Dampier Mineral Lease” means mineral lease No. 254 SA granted to Dampier pursuant to the Agreement defined in section 2 of the Iron Ore (The Broken Hill Proprietary Company Limited) Agreement Act 1964 and the agreement defined in section 1A of the Iron Ore (Dampier Mining Company Limited) Agreement Act 1969;”;

- (c) in the definition of “mineral lease”, by deleting “and includes any subleases of any area of a mineral lease sublet to the Company and/or CRRIA by Dampier and any renewal of such lease or subleases” and substituting the following—
- “and includes any areas added to the mineral lease pursuant to the provisions of clause 10A hereof and any renewal of such lease”;
- (d) by inserting after the definition of “State Energy Commission” the following definition—
- “the 1987 Amendment date” means the date on which the provisions of the agreement ratified by the Iron Ore (Cleveland-Cliffs) Agreement Amendment Act 1987 come into operation;”.
- (2) Clause 6—
- in the marginal note, by deleting “other”.
- (3) Clause 7A—
- (a) by inserting after “may require” the following—
- “and in respect of measures to be taken in relation to the matters the subject of the proposals for the protection and management of the environment”;
- (b) by deleting the following—
- “The provisions of clause 6 shall mutatis mutandis apply to detailed proposals submitted pursuant to this clause.”.
- (4) By inserting after clause 7A the following clauses—
- “7AB. (1) On receipt of proposals pursuant to clause 7A hereof the Minister shall—
- (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 submits a further proposal or proposals in respect of some other of the matters mentioned in clause 7A hereof 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 makes such alterations thereto or complies 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.
- (2) The Minister shall within two months after receipt of the said proposals pursuant to subclause (1) give notice to the Company of his decision in respect to the same.

- (3) If the decision of the Minister is as mentioned in either of paragraphs (b) or (c) of subclause (1) 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) Subject to subclause (5) of this clause if the decision of the Minister is as mentioned in either of paragraphs (b) or (c) of subclause (1) 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.
  - (5) The Company may withdraw its proposals submitted pursuant to clause 7A hereof at any time before approval thereof or, where any decision of the Minister in respect thereof is referred to arbitration, within 3 months after the award by notice to the Minister that it shall not be proceeding with the proposed modification expansion or variation of its activities as so proposed in those proposals.
  - (6) The Company shall implement the decision of the Minister or an award made on arbitration (where the proposals are not withdrawn) as the case may be in accordance with the terms thereof.
- 7AC. (1) The Company shall in respect of the matters referred to in clause 7A hereof which are the subject of proposals approved or determined under clause 7AB hereof carry out a continual programme of investigation, research and monitoring to ascertain the effectiveness of the measures it is taking both generally and pursuant to its approved proposals for the protection and management of the environment.
- (2) The Company shall during the currency of this Agreement, at yearly intervals commencing from the dates when proposals under clause 7A hereof are approved or determined or such other date or dates as the Company and the Minister may agree, submit reports to the Minister concerning—
    - (a) measures taken for the protection and management of the environment both generally and pursuant to any proposals made under clause 7A hereof; and
    - (b) investigations, research and monitoring carried out pursuant to subclause (1) of this clause.
  - (3) Each 3 years commencing from the date referred to in subclause (2) of this clause the report submitted to the Minister under that subclause shall be more detailed and shall embrace not only the matters referred to in paragraphs (a) and (b) of subclause (2) of this clause but also the results and conclusions of the investigations, research and monitoring carried out during the previous 3 years and a programme of measures to be taken for protection and management of the environment, including investigations, research and monitoring, for the ensuing 3 years.

- (4) The Minister may within 2 months of receipt of a detailed report pursuant to subclause (3) of this clause notify the Company that he—
- (a) requires amendment of the report and/or programme for the ensuing 3 years; or
  - (b) requires additional detailed proposals to be submitted for the protection and management of the environment in relation to matters the subject of proposals approved or determined under clause 7AB hereof.
- (5) The Company shall within 2 months of receipt of a notice pursuant to paragraph (a) of subclause (4) of this clause submit to the Minister an amended report and/or programme as required. The Minister shall afford the Company full opportunity to consult with him on his requirements during the preparation of any amended report or programme.
- (6) The Minister may within 1 month of receipt of an amended report or programme pursuant to subclause (5) of this clause notify the Company that he requires additional detailed proposals to be submitted for the protection and management of the environment in relation to matters the subject of proposals approved or determined under clause 7AB hereof.
- (7) The Company shall within 2 months of receipt of a notice pursuant to paragraph (b) of subclause (4) or subclause (6) of this clause submit to the Minister additional detailed proposals as required and the provisions of clause 7AB hereof where applicable shall mutatis mutandis apply.
- (8) The Company shall implement the decision of the Minister or an award on arbitration as the case may be in accordance with the terms thereof.”.
- (5) Clause 8 subclause (1)—
- (a) paragraph (a)—  
by deleting “(other than the mining areas included in any subleases referred to in the definition of “mineral lease”)”;
  - (b) paragraph (b)—
    - (i) by deleting subparagraph (ii);
    - (ii) in the first proviso to paragraph (b)—
      - (A) by deleting “the thirtieth anniversary of the export date” and substituting the following—  
“the 31st day of December, 1988”;
      - (B) by deleting “after such anniversary as aforesaid” and substituting the following—  
“after such date”;



- (iii) by deleting the second proviso to paragraph (b);
  - (c) by deleting paragraph (h) (inserted by clause 6 (2) (b) of the agreement defined as the fourth variation agreement in section 2 of the Act ratifying the Principal Agreement).
- (6) Clause 8 subclause (4)—
- by deleting paragraph (g).
- (7) Clause 9 subclause (2)—
- (a) by inserting in paragraph (d) after “equipment” the following—
    - “(other than the pellet plant)”;
  - (b) in paragraph (e) by deleting the proviso and substituting the following proviso—
 

“PROVIDED HOWEVER that this paragraph shall not apply to iron ore used for the production of iron ore pellets or for secondary processing or for the manufacture of iron or steel in any part of the said State lying north of the twenty-sixth parallel of latitude.”;
  - (c) by deleting paragraph (i) and substituting the following paragraph—
    - “(i) (a) for the purposes of this Agreement—
      - (i) as far as it is reasonable and economically practicable so to do—
        - (A) use labour available within the said State; and
        - (B) use the services of engineers surveyors architects and other professional consultants, project managers manufacturers suppliers and contractors resident and available within the said State;
      - (ii) when preparing specifications calling for tenders and letting contracts for work 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 Western Australian suppliers manufacturers and contractors are given fair and reasonable opportunity to tender or quote; and
      - (iii) 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;
    - (b) in every contract entered into with a third party for the supply of services labour works materials plant equipment and supplies for the purposes of this Agreement require as a condition thereof that such third party shall undertake the same obligations as are referred to in subparagraph (a) of this paragraph and shall report to the Company concerning such third party’s implementation of that condition;

- (c) submit a report to the Minister at quarterly intervals or such longer periods as the Minister determines commencing from the 1987 Amendment date concerning its implementation of the provisions of this paragraph and the performance of third parties in relation thereto pursuant to subparagraph (b) of this paragraph together with a copy of any report received by the Company pursuant to that subparagraph during that quarter 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) paragraph (j)—
- (i) in subparagraph (iii) by inserting after "ton" the following—
- "until the 31st day of December 1988 and thereafter at the rate of three and three quarter per centum (3¾%) of the f.o.b. revenue (computed as aforesaid)";
- (ii) by deleting the three provisoes appearing after subparagraph (xi);
- (e) paragraph (o)—
- in subparagraph (ii) of the proviso by inserting after "Dampier" the following—
- "during such period as Dampier is the holder of the Dampier Mineral Lease";
- (f) by deleting paragraph (p).
- (8) By inserting after clause 10 the following clause—
- "10A. Notwithstanding the provisions of the Mining Act 1978 the Company shall on or before the expiration of three months from the 1987 Amendment date surrender or cause to be surrendered to the State (the Company having before such surrender registered or caused to be registered surrenders of any subleases (limited however in the case of Sublease Numbered 1H/79 to the areas referred to in paragraph (a) following) and subsubleases and discharges of any mortgages and other encumbrances affecting the lands)—
- (a) those portions of the mineral lease comprising Middle Robe Section 20 and Gorge Sections 30-32, 34, 36 and 39-44;
- (b) the Dampier Mineral Lease; and
- (c) exploration licences numbered 47/21 and 47/22 granted under the Mining Act 1978

and upon such surrender the areas comprised within the Dampier Mineral Lease and the said exploration licences immediately before the surrenders thereof shall be deemed to be included in the mineral lease subject to the same terms covenants and conditions as apply to the mineral lease (with such apportionments of rents as is necessary), 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 Company's expense) and an endorsement to that effect shall be made by the Department of Mines on the mineral lease."

## (9) Clause 11—

by deleting the following—

“other than those on the plant site and”.

## (10) Clause 13—

## (a) subclause (1)—

by deleting the following—

“and (c) assign sublet or dispose of to Dampier in whole or in part rights under this Agreement (including its rights to or as the holder of any lease license easement grant or other title) in relation to the railway and the port and related facilities or any of them”;

## (b) by deleting subclause (3).

## (11) Clause 16—

by deleting the following—

“and inability (common in the iron ore pellets export industry) to profitably sell iron ore pellets”.

3. The Participants hereby agree that notwithstanding the provisions of any deed of assignment or covenant or other document or agreement to the contrary any covenant or agreement on their part to be observed performed or complied with under the Principal Agreement as varied from time to time shall be deemed to be a joint covenant or agreement as the case may be on the part of those parties.
4. Upon the surrender to the State of the Dampier Mineral Lease in accordance with clause 10A of the Principal Agreement (as amended by this Agreement), the Dampier Agreement, the clauses of the 1964 BHP Agreement set out in item 1 of the Schedule hereto, and the clauses of the 1964 BHP Agreement set out in item 2 of the Schedule hereto insofar as they may relate to the interests of the Participants in the Dampier Agreement and the 1964 BHP Agreement shall thereupon be cancelled and the rights and obligations of the parties thereto thereby terminated.

## THE SCHEDULE

### 1964 BHP AGREEMENT:

1. Clauses 8, 9, 10, 21 except sub-clause (3), 22 except paragraphs (d) (e) (j) and (l), 23 except sub-clause (4)(c), (4)(d), (4)(e), (4)(g), (4)(h), (4)(i) and (5), 25 and 29.
2. Clauses 6, 22 (d) (e) (j) and (l), 23(4)(c), (4)(d), (4)(e), (4)(h), (4)(i) and (5), 26, 27, 28, 30, 31, 32, 35, 36, 37 and 39.

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 BRIAN THOMAS }  
BURKE, M.L.A. }  
in the presence of— }

BRIAN BURKE

D. PARKER  
MINISTER FOR MINERALS AND ENERGY

THE COMMON SEAL of  
ROBE RIVER LIMITED was  
hereunto affixed by authority  
of a resolution of the Board  
of Directors and in the  
presence of— }

A. C. COPEMAN Director

(C.S.)

A. R. EDWARDS Secretary

THE COMMON SEAL of ROBE  
RIVER MINING CO. PTY. LTD. }  
was hereunto affixed by  
authority of a resolution of  
the Board of Directors and  
in the presence of— }

A. C. COPEMAN Director

(C.S.)

D. CALVIN Secretary

THE COMMON SEAL of MITSUI  
IRON ORE DEVELOPMENT PTY. LTD. }  
was hereunto affixed by  
authority of the Directors and in  
the presence of— }

Y. OKAMOTO Director

(C.S.)

J. MacKENZIE Secretary

THE COMMON SEAL of  
PEKO-WALLSEND OPERATIONS  
LIMITED was hereunto affixed  
by authority of a resolution  
of the Board of Directors  
and in the presence of— }

A. C. COPEMAN Director

(C.S.)

A. R. EDWARDS Secretary

NIPPON STEEL AUSTRALIA PTY  
LIMITED by its duly appointed  
Attorney MITSUI IRON ORE  
DEVELOPMENT PTY. LTD. hereunto  
affixing its Seal pursuant  
to a Power of Attorney  
dated 28 October 1984  
registered at the Office of  
Titles, Perth, Western  
Australia with number C 883525  
and which Attorney by its  
execution hereof also declares  
that it has no notice of  
revocation of the Power of  
Attorney aforesaid.

THE COMMON SEAL of MITSUI  
IRON ORE DEVELOPMENT PTY. LTD. }  
was hereunto affixed by authority  
of the Directors and in the  
presence of—

Y. OKAMOTO Director

(C.S.)

J. MacKENZIE Secretary

SUMITOMO METAL AUSTRALIA  
PTY. LTD. by its duly appointed  
Attorney MITSUI IRON ORE  
DEVELOPMENT PTY. LTD. hereunto  
affixing its Seal pursuant  
to a Power of Attorney  
dated 18 October 1984  
registered at the Office of  
Titles, Perth, Western Australia  
with number C883524 and which  
Attorney by its execution  
hereof declares that it has  
no notice of revocation of  
the Power of Attorney aforesaid.

THE COMMON SEAL of MITSUI  
IRON ORE DEVELOPMENT PTY. LTD. }  
was hereunto affixed by  
authority of the Directors  
and in the presence of—

Y. OKAMOTO Director

(C.S.)

J. MacKENZIE Secretary

THE COMMON SEAL OF MITSUI  
IRON ORE DEVELOPMENT PTY. LTD. }  
was hereunto affixed by  
authority of a resolution of  
the Board of Directors and  
in the presence of—

Y. OKAMOTO Director

(C.S.)

J. MacKENZIE Secretary

NIPPON STEEL AUSTRALIA PTY.  
LIMITED by its duly appointed  
Attorney MITSUI IRON ORE  
DEVELOPMENT PTY. LTD. hereunto  
affixing its seal pursuant to a  
Power of Attorney dated 3rd  
November 1986 registered at the  
Office of Titles, Perth, Western  
Australia with number D357648 and  
which Attorney by its execution  
hereof also declares that it has  
no notice of revocation of the  
Power of Attorney aforesaid.

THE COMMON SEAL of MITSUI  
IRON ORE DEVELOPMENT PTY. LTD. }  
was hereunto affixed by authority  
of the Directors and in the  
presence of—

Y. OKAMOTO Director

(C.S.)

J. MacKENZIE Secretary

SUMITOMO METAL AUSTRALIA  
PTY. LTD. by its duly appointed  
Attorney MITSUI IRON ORE DEVELOPMENT  
PTY. LTD. hereunto affixing its seal  
pursuant to a Power of Attorney dated  
21st October 1986 registered at the  
Office of Titles, Perth, Western  
Australia with number D357649 and  
which Attorney by its execution  
hereof also declares that it has no  
notice of revocation of the Power of  
Attorney aforesaid.

THE COMMON SEAL of MITSUI IRON  
ORE DEVELOPMENT PTY. LTD. was }  
hereunto affixed by the authority  
of the Directors and in the  
presence of—

Y. OKAMOTO Director

(C.S.)

J. MacKENZIE Secretary

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