

Western Australia

**Cement Works (Cockburn Cement Limited)
Agreement Amendment Bill 2010**

CONTENTS

1.	Short title	2
2.	Commencement	2
3.	Act amended	2
4.	Section 2 amended	2
5.	Section 6 inserted	2
6.	Ratification of Third Variation Agreement	2
6.	Fifth Schedule inserted	3
	Fifth Schedule — Third Variation Agreement	

Western Australia

LEGISLATIVE ASSEMBLY

**Cement Works (Cockburn Cement Limited)
Agreement Amendment Bill 2010**

A Bill for

**An Act to amend the *Cement Works (Cockburn Cement Limited)
Agreement Act 1971*.**

The Parliament of Western Australia enacts as follows:

s. 1

1 **1. Short title**

2 This is the *Cement Works (Cockburn Cement Limited)*
3 *Agreement Amendment Act 2010*.

4 **2. Commencement**

5 This Act comes into operation as follows —

- 6 (a) sections 1 and 2 — on the day on which this Act
7 receives the Royal Assent;
8 (b) the rest of the Act — on the day after that day.

9 **3. Act amended**

10 This Act amends the *Cement Works (Cockburn Cement Limited)*
11 *Agreement Act 1971*.

12 **4. Section 2 amended**

13 In section 2 insert in alphabetical order:

14

15 *the Third Variation Agreement* means the agreement a
16 copy of which is set forth in the Fifth Schedule;
17

18 **5. Section 6 inserted**

19 After section 5 insert:
20

21 **6. Ratification of Third Variation Agreement**

- 22 (1) The Third Variation Agreement is ratified.
23 (2) The implementation of the Third Variation Agreement
24 is authorised.
25 (3) Without limiting or otherwise affecting the
26 *Government Agreements Act 1979*, the Third Variation

1 Agreement operates and takes effect despite any other
2 Act or law.
3

4 **6. Fifth Schedule inserted**

5 After the Fourth Schedule insert:
6

7 **Fifth Schedule — Third Variation Agreement**

8 [s. 2]

9 **2010**

10 **THE HONOURABLE COLIN JAMES BARNETT**
11 **PREMIER OF THE STATE OF WESTERN AUSTRALIA**

12 **and**

13 **THE HONOURABLE SIMON MCDONNELL O'BRIEN**
14 **MINISTER FOR TRANSPORT**

15 **and**

16 **FREMANTLE PORT AUTHORITY**

17 **and**

18 **COCKBURN CEMENT LIMITED**

19 **ACN 008 673 470**

20

21

22 **CEMENT WORKS (COCKBURN CEMENT LIMITED)**
23 **AGREEMENT 1971**
24 **VARIATION AGREEMENT**
25

26

27

28 [Solicitor's details]

s. 6

- 1 **THIS AGREEMENT** is made this 14 day of June 2010
- 2 **BETWEEN**
- 3 **THE HONOURABLE COLIN JAMES BARNETT** M.Ec., M.L.A.,
4 Premier of the State of Western Australia, acting for and on behalf of
5 the Government of the said State and its instrumentalities (**State**)
- 6 **AND**
- 7 **THE HONOURABLE SIMON McDONNELL O'BRIEN** M.L.A.,
8 Minister for Transport, being the Minister in the Government of the
9 State of Western Australia for the time being responsible for the
10 administration of the *Port Authorities Act 1999* (**Port Authorities**
11 **Minister**)
- 12 **AND**
- 13 **FREMANTLE PORT AUTHORITY**, a body corporate established
14 pursuant to the *Port Authorities Act 1999* (**Authority**)
- 15 **AND**
- 16 **COCKBURN CEMENT LIMITED** ACN 008 673 470 of Level 1,
17 157 Grenfell Street, Adelaide, South Australia (**Company**).
- 18
- 19 **RECITALS**
- 20 **A.** The parties to this Agreement are now the parties to the
21 agreement dated 18 February 1971 (as amended by an
22 agreement dated 25 August 1971), the execution of which by
23 the State was ratified by the *Cement Works (Cockburn Cement*
24 *Limited) Agreement Act 1971*, as varied by:
- 25 (a) an agreement dated 24 October 1986, ratified by the
26 *Cement Works (Cockburn Cement Limited) Agreement*
27 *Amendment Act 1986*; and
- 28 (b) an agreement dated 14 May 1997, ratified by the *Cement*
29 *Works (Cockburn Cement Limited) Agreement*
30 *Amendment Act 1997*.

1 The first mentioned agreement as so amended and varied is
2 referred to in this Agreement as the **Principal Agreement**.

3 **B.** The parties wish to add to and vary the provisions of the
4 Principal Agreement on the terms and conditions set out in this
5 Agreement.

6 **THE PARTIES AGREE AS FOLLOWS:**

7 **1.** Subject to the context, the words and expressions used in this
8 Agreement have the same meanings respectively as they have in
9 and for the purpose of the Principal Agreement.

10 **2.** The State shall introduce and sponsor a Bill in the Parliament of
11 Western Australia to ratify this Agreement and shall endeavour
12 to secure its passage as an Act prior to 30 September 2010 or
13 such later date as the parties may agree.

14 **3.** (a) Clause 4 of this Agreement shall not come into operation
15 unless or until an Act passed in accordance with clause 2
16 of this Agreement ratifies this Agreement.

17 (b) If by 10 December 2010 or such later date as may be
18 agreed pursuant to clause 2 of this Agreement, clause 4 of
19 this Agreement has not come into operation then unless
20 the parties otherwise agree, this Agreement will then
21 cease and determine and no party hereto will have any
22 claim against any other party hereto with respect to any
23 matter or thing arising out of, done, performed or omitted
24 to be done or performed under this Agreement.

25 **4.** The Principal Agreement is hereby varied as follows:

26 (1) in clause 1(2):

27 (a) by inserting in the appropriate alphabetical
28 positions the following new definitions:

29 “Area A” means the area marked “Area A”
30 outlined in red on the Plan (excluding that part
31 shaded grey on the Plan);

32 “Area B” means the area marked “Area B”
33 outlined in orange on the Plan;

s. 6

- 1 “Environmental Approvals” means:
- 2 (a) Ministerial Statement No. 000494 that a
3 proposal may be implemented issued under
4 the EP Act, as amended from time to time
5 under the EP Act;
- 6 (b) Ministerial Statement No. 000599 that a
7 proposal may be implemented issued under
8 the EP Act, as amended from time to time
9 under the EP Act;
- 10 “Exploration Licences” means:
- 11 (a) exploration licence number 70/1247;
- 12 (b) exploration licences number 70/1136,
13 70/1298 and 70/1300; and
- 14 (c) any exploration licences issued to the
15 Company under the laws from time to time
16 of Western Australia wholly in respect of all
17 or part of Area B and in substitution wholly
18 or in part for any of the abovementioned
19 exploration licences;
- 20 “lapse” for the purposes of clause 6, is given its
21 usual meaning of “a slight error” provided
22 however a “lapse” will not be deemed to have
23 occurred in the following circumstances:
- 24 (a) where the Company has failed to perform
25 the Company’s obligations in clause 6(1b)
26 and any such act or omission causes or
27 contributes to any loss, damage or
28 inconvenience to the Authority that is
29 substantial, such that any loss, damage or
30 inconvenience has a material effect on the
31 Authority’s operation of the Port (as
32 determined by the Authority acting
33 reasonably);
- 34 (b) if port services are obstructed, delayed or a
35 hazard exists which is caused or contributed

-
- 1 to by the Company and which obstruction,
2 delay or hazard continues for a period of
3 more than 12 hours (or such longer period as
4 the Authority may in its discretion allow)
5 after either:
- 6 (i) the Company becomes aware, or
7 should have been aware, of the
8 obstruction to port services; or
- 9 (ii) the Authority has notified the
10 Company of such non-performance of
11 the Company's obligations,
12 whichever is the sooner; or
- 13 (c) in respect of port works or port facilities,
14 where the Authority has given the Company
15 reasonable time to remove the obstruction or
16 hazard or to cease the delay to port works or
17 port facilities and that obstruction, hazard or
18 delay continues after the expiration of that
19 reasonable time specified in the notice to the
20 Company by the Authority;
- 21 "mining lease" means any mining lease granted
22 pursuant to clause 6D and according to the
23 requirements of the context shall describe the area
24 of land demised as well as the instrument by which
25 it is demised;
- 26 "Minister for Mines" means the Minister in the
27 Government of the State for the time being
28 responsible for the administration of the
29 Mining Act;
- 30 "Plan" means the Plan marked "C" initialled by or
31 on behalf of the parties for the purpose of
32 identification;
- 33 "Port" means the Port of Fremantle, for which the
34 Authority is established under the Port Authorities
35 Act;

s. 6

- 1 “Port Authorities Act” means the *Port Authorities*
2 *Act 1999*;
- 3 “Port Authorities Minister” means the Minister in
4 the Government of the State for the time being
5 responsible for the administration of the Port
6 Authorities Act;
- 7 “port facilities” has, in respect of the Port, the
8 meaning given by section 3(1) of the Port
9 Authorities Act;
- 10 “port services” has, in respect of the Port, the
11 meaning given by section 35(9) of the Port
12 Authorities Act;
- 13 “port works” has, in respect of the Port, the
14 meaning given by section 35(9) of the Port
15 Authorities Act;
- 16 “Shipping Channels” means the areas delineated as
17 “Existing Shipping Channel” and “Proposed
18 Second Shipping Channel” respectively on the
19 Plan;
- 20 “vessel” has the meaning given by sections 3(2)
21 and 3(3) of the Port Authorities Act;
- 22 (b) by deleting the existing definitions of “Fremantle
23 Port Authority Act”, “Minister for Minerals and
24 Energy”, “Minister for Works” and “shell sand”;
25 and
- 26 (c) in the definition of “Land Act” by deleting “*Land*
27 *Act 1933*” and substituting “*Land Administration*
28 *Act 1997*”;
- 29 (2) in clause 4:
- 30 (a) by deleting in subclause (1) “Minister for Works”
31 and substituting “Port Authorities Minister”; and

- 1 (b) by inserting after subclause (2) the following new
2 subclause:
- 3 “(3) Subject to obtaining all necessary
4 approvals under the EP Act the Company
5 may with the approval of the Authority
6 (such approval not to be unreasonably
7 withheld) dredge its approach channel to
8 the jetty.”;
- 9 (3) by deleting clause 5;
- 10 (4) by deleting the heading to clause 6 and substituting it
11 with the following new heading:
- 12 **“Right to Dredge Shell Sand in Area A”;**
- 13 (5) in clause 6:
- 14 (a) by deleting subclause (1) and substituting the
15 following new subclause:
- 16 “(1) The State and the Authority shall permit
17 the Company, subject to the EP Act and to
18 the Company complying with its
19 obligations under this Agreement, during
20 the currency of this Agreement and free of
21 rent or other charges (other than royalty as
22 hereinafter provided) payable to the State
23 or the Authority but at its own cost in all
24 other respects to dredge and use for the
25 purposes of the Company’s cement and
26 clinker manufacturing operations and any
27 other operations approved by the State
28 from time to time (which approval shall
29 not be unreasonably withheld):
- 30 (a) shell sand from those areas of the
31 Port within Area A that are
32 approved for dredging by or
33 pursuant to the Environmental
34 Approvals; and

s. 6

- 1 (b) shell sand from those areas,
2 approved by the Authority from time
3 to time, of the Port within Area A
4 and in respect of which approval to
5 dredge for shell sand (other than by
6 or pursuant to the Environmental
7 Approvals) has been granted to the
8 Company under the EP Act.”;
- 9 (b) by deleting subclause (1a) and substituting the
10 following new subclauses:
- 11 “(1a) In considering applications from the
12 Company for approval for areas of the Port
13 within Area A from which shell sand may
14 be obtained as referred to in paragraph (b)
15 of subclause (1) of this clause, the
16 Authority will have regard for (but not be
17 bound by) technical and economic
18 considerations related to the Company’s
19 operations and where the area requested is
20 not approved, the Authority will give its
21 reasons and will use its best endeavours to
22 mutually agree with the Company on
23 alternative locations within areas of the
24 Port within Area A from which shell sand
25 may be obtained.
- 26 (1b) In obtaining shell sand as provided in this
27 Agreement from areas of the Port within
28 Area A including without limitation from a
29 stockpile of shell sand, the Company shall
30 comply with any reasonable terms and
31 conditions set by the Authority and
32 communicated to the Company by notice
33 and shall not in any event do or omit to do
34 anything which creates a hazard to or
35 obstructs or delays navigation nor anything
36 which is detrimental to the navigable
37 channels or port works or will probably
38 interfere (as determined by the Authority)
39 with the efficient working of the Port.”;

- 1 (c) in subclause (2):
- 2 (i) by deleting “any areas approved in
3 accordance with subclause (1) of this
4 clause” and substituting “the Port within
5 Area A”; and
- 6 (ii) by inserting “including without limitation
7 from any stockpile of shell sand” after
8 “obtaining of shell sand”;
- 9 (d) in subclause (3) by deleting “port installations” and
10 substituting “port works”;
- 11 (e) in subclause (4):
- 12 (i) by inserting “(and without limiting the
13 generality of the foregoing being the
14 Shipping Channels)” after “the navigable
15 channels”;
- 16 (ii) by deleting “port installations” and
17 substituting “port works”;
- 18 (iii) by deleting “the port” (in both places where
19 it appears) and substituting “the Port”;
- 20 (iv) by inserting “(as determined by the
21 Authority)” after the first substituted
22 reference to “the Port”; and
- 23 (v) by deleting “Minister for Works” (in both
24 cases where it appears) and substituting
25 “Port Authorities Minister”;
- 26 (f) by deleting subclause (5) and substituting the
27 following new subclause:
- 28 “(5) The Company shall not be entitled during
29 the currency of this Agreement to dredge
30 shell sand from within Area A otherwise
31 than in accordance with this Agreement
32 including, without limitation, the dredging
33 and management programme as approved

s. 6

- 1 from time to time under clauses 6A-6C to
2 be implemented by the Company.”;
- 3 (g) in subclause (6):
- 4 (i) by deleting “pursuant to this clause” and
5 substituting “from within Area A pursuant to
6 this Agreement”; and
- 7 (ii) by inserting at the end of that subclause the
8 following new sentence:
9 “This subclause shall cease to apply after
10 18 February 2021.”;
- 11 (h) in subclause (7) by deleting “the proviso to
12 subclause (1)” and substituting “subclause (1b)”;
- 13 (i) by inserting after subclause (7) the following new
14 subclause:
15 “(8) The Company shall as soon as reasonably
16 practicable after they have been prepared
17 provide the Minister with a copy of all
18 reports, plans and other documentation
19 required to be prepared by the Company in
20 compliance with the Environmental
21 Approvals and any other approval given
22 under the EP Act during the currency of
23 this Agreement to operations of the
24 Company within Area A.”;
- 25 (6) in clause 6A by:
- 26 (a) in subclause (1):
- 27 (i) deleting “the 31st day of December, 1986
28 and thereafter not later than the expiration of
29 each successive two years” and substituting
30 “31 December 2010 and thereafter not later
31 than 31 December of each successive year”;
32 and
- 33 (ii) deleting “upon the sand banks” and
34 substituting “within Area A (including, but

- 1 not limited to, that part of Area A shown
2 cross hachured on the Plan upon the grant to
3 the Company of the mining lease”); and
- 4 (b) in paragraph (d) of subclause (2):
- 5 (i) deleting all the words from the beginning of
6 the paragraph up to and including
7 “subsequent DMPs”; and
- 8 (ii) deleting “since that date” and substituting
9 “since 31 December 1986”;
- 10 (7) in clause 6B by:
- 11 (a) in subclause (1):
- 12 (i) inserting “subject to the EP Act” after “On
13 receipt of a DMP the Minister shall”;
- 14 (ii) deleting the full stop at the end of
15 paragraph (b) and substituting a comma; and
- 16 (iii) inserting the following proviso to
17 paragraphs (a) and (b):
- 18 “provided always that where implementation
19 of dredging and other activities referred to in
20 the DMP have been approved pursuant to
21 the EP Act subject to conditions or
22 procedures, any approval or decision of the
23 Minister under this subclause shall, if the
24 case so requires, incorporate a requirement
25 that the Company make such alterations to
26 the DMP as may be necessary to make them
27 accord with those conditions or
28 procedures.”;
- 29 (b) deleting subclause (2) and inserting the following
30 new subclause:
- 31 “(2) The Minister shall within two months after
32 the receipt of a DMP give notice to the
33 Company of his decision provided that in
34 respect of a DMP, all or part of which

s. 6

- 1 contains a proposal (as defined in the EP
2 Act) which is to be assessed under Part IV
3 of the EP Act, the Minister shall give
4 notice to the Company of his decision in
5 respect of that DMP within two months
6 after the later happening of receipt of the
7 DMP and service on him of an authority
8 under section 45(7) of the EP Act in
9 respect of that proposal.”; and
- 10 (c) by inserting after subclause (5) the following new
11 subclause:
- 12 “(6) The parties acknowledge that pending the
13 approval by the Minister of the DMP
14 required to be submitted by the Company
15 under clause 6A(1) by 30 September 2010,
16 the dredging and management programme
17 for the period 2009–2018 marked “A” and
18 initialled by or on behalf of the Company
19 and the Minister for the purpose of
20 identification is the current approved DMP
21 to be implemented by the Company under
22 this Agreement.”;
- 23 (8) in clause 6C by:
- 24 (a) deleting subclause (2) and inserting the following
25 new subclause:
- 26 “(2) Such necessary variations to any approved
27 DMP may be implemented from time to
28 time following agreement to them:
- 29 “(a) in respect of areas of the Port
30 within Area A, between the
31 Company and the Authority; and
- 32 (b) in respect of other areas of Area A,
33 between the Company and the
34 Minister.”; and
- 35 (b) in subclause (3) by deleting “regarding” and
36 substituting “between the Company and the

- 1 Authority regarding, in respect of an area of the
2 Port within Area A,”;
- 3 (9) by re-designating clause 6D as clause 6G and inserting
4 the following new clauses:
- 5 “6D. (1) On application made not later than
6 20 December 2010 (or such later date as
7 the Minister may approve pursuant to
8 clause 16) by the Company to the Minister
9 for Mines in such manner as the Minister
10 for Mines may direct for a mining lease of
11 the land within Area A shown cross
12 hachured on the Plan and which is then
13 held by the Company under exploration
14 licence number 70/1247, the State shall
15 subject to the EP Act and the conditions set
16 out in the following subclauses and insofar
17 as is permitted by laws relating to native
18 title cause a mining lease of the land so
19 applied for to be granted to the Company.
- 20 (2) The grant of the mining lease referred to in
21 subclause (1) of this clause shall be subject
22 to the conditions that:
- 23 (a) the mining lease may be granted
24 before the area leased has been
25 surveyed but in that case shall be
26 granted subject to the condition
27 that the area leased shall be
28 surveyed by or on behalf of the
29 State at the Company’s expense
30 and shall accord with that survey;
- 31 (b) the mining lease shall only permit
32 the Company to mine shell sand in
33 accordance with this Agreement;
- 34 (c) the mining lease shall only be
35 granted on the surrender of
36 exploration licence number
37 70/1247 in respect of all of that

s. 6

- 1 part of Area A shown cross
2 hachured on the Plan;
- 3 (d) the rental payable in respect of the
4 mining lease shall be that
5 prescribed from time to time under
6 the Mining Act;
- 7 (e) royalties in respect of shell sand
8 from the mining lease shall be
9 payable as provided in clause 6E;
- 10 (f) any assignment or other disposal
11 of the mining lease shall be subject
12 to clause 15;
- 13 (g) the Company shall not be entitled
14 to a renewal of the term of the
15 mining lease; and
- 16 (h) the mining lease shall be granted
17 under and except as otherwise
18 provided in this Agreement subject
19 to the Mining Act but in the form
20 of Schedule 2 hereto.
- 21 (3) Notwithstanding any provisions of the
22 Mining Act to the contrary, the term of the
23 mining lease shall be for a period
24 commencing on the date of grant of the
25 mining lease and ending on
26 18 February 2031, subject to the sooner
27 determination of the said term upon the
28 earlier determination of this Agreement.
- 29 (4) For the purposes of this Agreement and
30 without limiting the operation of
31 subclauses (1) to (3) above, the application
32 of the Mining Act is specifically modified:
- 33 (a) in section 71 by deleting “after
34 receiving a recommendation of the
35 mining registrar or the warden in
36 accordance with section 75,”;

- 1 (b) by deleting sections 74(1)(a), (ca)
2 and (d), 74(2), 74(3) and 75; and
- 3 (c) in section 82(1b) by deleting “, in
4 accordance with proposals
5 approved, deemed to be approved
6 or determined under the
7 agreement.”
- 8 (5) The State shall ensure that during the
9 currency of this Agreement and subject to
10 compliance with its obligations hereunder
11 the Company shall not be required to
12 comply with the expenditure conditions
13 imposed by or under the Mining Act in
14 regard to the mining lease.
- 15 (6) The Company shall at all times permit the
16 State and third parties to have access to
17 and to pass over the mining lease so long
18 as (except in the case of access or passage
19 by naval ships or civilian ships supporting
20 military functions) that access and passage
21 does not unduly prejudice or interfere with
22 the activities of the Company under this
23 Agreement.
- 24 (7) Notwithstanding the provisions of this
25 clause and the Mining Act, with the
26 approval of the Minister the Company may
27 from time to time (with abatement of
28 future rent in respect to the area
29 surrendered but without any abatement of
30 rent already paid or any rent which has
31 become due and has been paid in advance)
32 surrender to the State all or any portion or
33 portions of the mining lease.
- 34 (8) Notwithstanding any provisions of the
35 Mining Act to the contrary, the holding by
36 the Company of exploration licence
37 number 70/1247 over that part of Area A

s. 6

1 shown cross hachured on the Plan shall not
2 entitle it to be granted a mining lease over
3 that land otherwise than in accordance with
4 this clause.

5 (9) If the Company does not apply for a
6 mining lease as contemplated by this
7 clause by the latest date for such
8 application under subclause (1), then
9 exploration licence number 70/1247 shall
10 on that date be deemed surrendered (if then
11 still current) in respect of all of that part of
12 Area A shown cross hachured on the Plan.

13 **Royalties on Shell Sand or Alternative Material**

14 6E. The Company shall in respect of all shell sand
15 mined by the Company from within Area A
16 (excluding the area shown cross hachured on the
17 Plan), from the mining lease or otherwise
18 pursuant to this Agreement, and on all alternative
19 material mined by the Company on Crown land
20 pursuant to this Agreement, pay to the State
21 royalties at the rates from time to time prescribed
22 under the Mining Act and shall comply with the
23 provisions of the Mining Act and regulations
24 made thereunder with respect to the filing of
25 production reports and payment of royalties
26 provided that:

27 (a) the quantity of shell sand or alternative
28 material on which royalty is to be paid is
29 that quantity which has been fully prepared
30 for presentation to kiln processes
31 quantified at the nearest measurement
32 point prior to kiln entry and adjusted to a
33 dry basis; and

34 (b) royalties on shell sand so mined shall be
35 paid at the rates from time to time
36 prescribed under the Mining Act as
37 payable in respect of limestone used for

1 metallurgical purposes as a neutralising
2 agent.

3 This clause does not limit any obligation that the
4 Company may have under the Mining Act or any
5 other Act to pay royalties in respect of shell sand
6 or alternative material mined by the Company
7 from the area shown cross hachured on the Plan
8 before the grant of the mining lease, from Area B
9 or otherwise than pursuant to this Agreement or in
10 respect of other minerals mined by the Company.

11 **Continuation of Exploration Licences**

- 12 6F. Each of the Exploration Licences shall in respect
13 of the land from time to time the subject thereof
14 and subject to compliance by the Company with
15 the terms and conditions applicable thereto (as
16 modified by this clause) be, until the earlier of:
- 17 (a) its forfeiture under the Mining Act or other
18 Act under which it may from time to time
19 be held or its surrender in whole or
20 conversion in full to another title or titles;
21 and
- 22 (b) 11 December 2025 or the expiration of the
23 term of this Agreement if the Minister so
24 approves on application made by the
25 Company not earlier than 1 January 2024,
26 held under and subject to the provisions of the
27 Mining Act or other Act under which it may at
28 the time be held modified as follows:
- 29 (c) the Company shall not be required to
30 surrender any part or parts of the licence as
31 otherwise may be required by the Mining
32 Act or other Act under which it may from
33 time to time be held;
- 34 (d) the Company shall be entitled to 2 yearly
35 extensions of its term upon application for
36 such extension made by the Company in

s. 6

- 1 accordance with the Mining Act, or other
2 Act under which it may from time to time
3 be held;
- 4 (e) the Company shall not be required to
5 comply with any expenditure conditions
6 imposed by or under the Mining Act or
7 other Act under which it may from time to
8 time be held in regard thereto;
- 9 (f) any assignment or other disposal thereof
10 shall be subject to clause 15; and
- 11 (g) if during the term of a licence it ceases to
12 have the benefit of this clause pursuant to
13 paragraph (b) it shall continue in force
14 under and subject to the Mining Act or
15 other Act under which it is at the time held
16 for the balance of its term then current.”;
- 17 (10) by inserting immediately above the re-designated
18 clause 6G, the following new heading:
- 19 **“Surrender of lease from the Commonwealth”;**
- 20 (11) in re-designated clause 6G by:
- 21 (a) inserting the subclause designation “(1)” before the
22 existing provisions;
- 23 (b) in the re-designated subclause (1) deleting “the
24 Schedule” and inserting “Schedule 1”; and
- 25 (c) inserting after the subclause (1) the following new
26 subclause:
- 27 “(2) On application made by the Company not
28 later than 31 December 2010 the State
29 shall grant to the Company an extension to
30 18 February 2031 of the term of the lease
31 and licence referred to in subclause (1) of
32 this clause which was granted to the
33 Company on 28 October 1988 (if such
34 lease and licence is then still current)

1 subject to its provisions in respect of
2 earlier determination of its term and to it
3 being varied to also provide for
4 re-appraisal of the annual rent payable
5 thereunder in respect of each three (3) year
6 period of the extended term commencing
7 on 1 April 2011 and to confirm that the
8 rights conferred by it in respect of Lot 51
9 on L.T.O. Plan 14756 and Lot 56 on
10 L.T.O. Plan 14758 have ceased and
11 determined. The Company shall sign an
12 extension and variation of the lease and
13 licence in such form as the State shall
14 reasonably require. The State and the
15 Company may further vary that lease and
16 licence to provide for the Company's
17 rights under it in respect of Lot 61 on
18 L.T.O. Diagram 67078 to cease and
19 determine in exchange for the Company
20 being granted a pipeline easement over that
21 Lot 61, portion of Lot 51 on L.T.O. Plan
22 14756 and portion of Lot 501 on Deposited
23 Plan 56133 under the Land Act.”;

24 (12) in clause 7:

25 (a) by deleting subclause (1);

26 (b) in subclause (2) by:

27 (i) inserting “(not being within Area A or Area
28 B)” after “aforesaid, or such other land”;

29 (ii) deleting in paragraph (c) “this subclause”
30 and substituting “subclause (2a)”; and

31 (iii) by deleting the semi-colon at the end of the
32 paragraph (2)(c) and all the words in that
33 paragraph immediately after that
34 semi-colon;

35 (c) by deleting the subclause designation “(2a)” and
36 substituting the subclause designation “(2b)”; and

s. 6

- 1 (d) by inserting immediately before the redesignated
2 sub-clause (2b) the following new subclause (2a):
- 3 “(2a) The Company shall during the currency of
4 this Agreement in respect of:
- 5 (a) the works site;
- 6 (b) other sites approved pursuant to
7 clause 3(1) hereof;
- 8 (c) other land approved in accordance
9 with subclause (2) of this clause; and
- 10 (d) those parts of Area A referred to in
11 clause 6(1)(a) or approved by the
12 Authority as referred to in
13 clause 6(1)(b),
- 14 be exempted from all provisions of the
15 Mining Act (subject to subclause (2b) of
16 this clause) and of the Land Act (other than
17 the payment of royalties as provided in,
18 and any provision of the Mining Act
19 applying pursuant to, clause 6E and any
20 provision of the Mining Act and the Land
21 Act or either of them made applicable as a
22 condition of any approval of the State
23 given in accordance with subclause (2) of
24 this clause).”
- 25 (e) in the re-designated subclause (2b):
- 26 (i) by deleting “subclause (2)” and substituting
27 “subclause (2a)”;
- 28 (ii) by deleting “that subclause” and substituting
29 “subclause (2) of this clause”; and
- 30 (iii) by deleting in paragraph (ii) “Minister for
31 Minerals and Energy” and substituting
32 “Minister for Mines”;
- 33 (f) by deleting the heading “Expenditure Conditions”
34 immediately above subclause (3):

-
- 1 (g) in subclause (3):
- 2 (i) by deleting the bracket after “the Mining
- 3 Act” and substituting “but excluding the
- 4 mining lease and all other mining tenements
- 5 held by the Company pursuant to this
- 6 Agreement in respect of Area A or Area B)
- 7 held by the Company”;
- 8 (ii) by deleting “Minister for Minerals and
- 9 Energy” and substituting “Minister for
- 10 Mines”; and
- 11 (h) by deleting the heading “Licences” immediately
- 12 above subclause (4);
- 13 (13) in clause 7A by inserting immediately above clause 7A
- 14 the following new heading:
- 15 **“Disposal of part of works site”;**
- 16 (14) in clause 10A:
- 17 (a) by inserting immediately above clause 10A, the
- 18 following new heading:
- 19 **“Reporting on environmental measures”;**
- 20 (b) by inserting “and” after the semi-colon in
- 21 paragraph (d);
- 22 (c) by inserting “and under the mining lease.”
- 23 immediately after “hereof” in paragraph (e); and
- 24 (d) by deleting all the words immediately after
- 25 subclause (e) and replacing them with the
- 26 following:
- 27 “However, if the Company has already provided
- 28 such information under clause 6(8) it will be
- 29 sufficient for the Company to respond by reference
- 30 to the relevant programme, plan or report already
- 31 provided. As and when required by the Minister
- 32 the Company shall liaise and cooperate with the
- 33 Minister on measures it is taking and take

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- 1 additional reasonable measures with respect to the
2 monitoring, protection and management of the
3 environment arising from its operations.”;
- 4 (15) in clause 10B:
- 5 (a) by inserting immediately above clause 10B, the
6 following heading:
- 7 **“Modification, expansion or variation of**
8 **operations”**;
- 9 (b) by inserting in subclause (2) “(including without
10 limitation the EP Act)” after “all applicable laws”;
- 11 (c) by inserting in subclause (3) “subject to the EP Act
12 in respect of each proposal submitted” after “shall”
13 and immediately before the colon in the opening
14 words of that subclause;
- 15 (d) by deleting the full stop at the end of
16 subclause (3)(c) and substituting a comma and by
17 inserting at the end of subclause (3) the following
18 proviso:
- 19 “PROVIDED ALWAYS that where
20 implementation of any proposals pursuant to
21 subclause (1) of this clause have been approved
22 pursuant to the EP Act subject to conditions or
23 procedures, any approval or decision of the
24 Minister under this clause shall, if the case so
25 requires, incorporate a requirement that the
26 Company make such alterations to the proposals as
27 may be necessary to make them accord with those
28 conditions or procedures.”;
- 29 (e) by deleting the full stop at the end of subclause (4)
30 and inserting the following at the end of that
31 subclause and immediately after “same”:
- 32 “PROVIDED THAT:
- 33 (a) where a proposal is to be assessed under
34 part IV of the EP Act the Minister shall be

- 1 required to give notice to the Company of
2 his decision in respect to the proposal within
3 2 months after the later happening of the
4 receipt of the proposal and the service on
5 him of an authority under section 45(7) of
6 the EP Act; and
- 7 (b) where implementation of a proposal by the
8 State will or may require the State to do any
9 act which affects any native title rights and
10 interests the Minister shall be required to
11 give notice to the Company of his decision
12 in respect to the proposal not later than
13 2 months after the later happening of the
14 receipt of the proposal and the completion of
15 all processes required by laws relating to
16 native title to be undertaken by the State
17 before that act may be done by the State.”;
- 18 (16) by inserting the following heading immediately above
19 subclause 10C:
20 **“Compliance with the EP Act”**;
- 21 (17) by inserting after clause 12 the following new clauses:
22 **“No resumption**
- 23 12A. Subject to the performance by the Company of its
24 obligations under this Agreement the State shall
25 not during the currency of this Agreement
26 without the consent of the Company resume or
27 suffer or permit to be resumed by any State
28 instrumentality or by any local or other authority
29 of the State any of the works installations plant
30 equipment or other property for the time being
31 belonging to the Company and the subject of or
32 used for the purpose of this Agreement nor any
33 lands or sea bed the subject of any lease or
34 licence granted to the Company in terms of this
35 Agreement.

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Non-Interference with the Company's rights

- 12B (1) Subject to the performance by the Company of its obligations under this Agreement the State shall not during the currency of this Agreement register or grant or permit to be registered or granted any lease or other mining tenement under the Mining Act in respect of Area A (excluding the area shown cross hachured on the Plan) by which:
- (a) any person will obtain any rights to prospect or explore for, mine or take shell sand; or
 - (b) any person will obtain any rights to prospect or explore for, mine or take other minerals unless the Minister reasonably determines that it is not likely to unduly prejudice or to interfere with the operations of the Company hereunder assuming the taking by the Company of all reasonable steps to avoid the interference.
- (2) Subject to the performance by the Company of its obligations under this Agreement the State shall not during the currency of the mining lease register or grant or permit to be registered or granted any lease or other mining tenement under the Mining Act in respect of the land the subject of the mining lease by which any person will obtain any rights to prospect or explore for, mine or take other minerals unless the Minister reasonably determines that it is not likely to unduly prejudice or to interfere with the operations of the Company hereunder assuming the taking

1 by the Company of all reasonable steps to
2 avoid the interference.

3 **No discriminatory charges**

4 12C. Except as provided in this Agreement the State
5 shall not impose, nor shall it permit or authorise
6 any of its agencies or instrumentalities or any
7 local government or authority of the State to
8 impose, discriminatory taxes, rates or charges of
9 any nature whatsoever on or in respect of the
10 titles, property or other assets, products materials
11 or services used or produced by or through the
12 activities of the Company in the conduct of its
13 business hereunder nor will the State take or
14 permit to be taken by any such State authority
15 any other discriminatory action which would
16 deprive the Company of the full enjoyment of the
17 rights granted or intended to be granted under
18 this Agreement. In the application of this clause
19 the conferral of rights upon parties to other
20 Government agreements (as defined in the
21 *Government Agreements Act 1979*) shall be
22 disregarded.”;

23 (18) in clause 13:

24 (a) by deleting:

25 (i) “the Minister for Works and the Authority”
26 and substituting “the Port Authorities
27 Minister, the Authority, the Minister for
28 Mines and the Minister”;

29 (ii) “wish” and substituting “with”; and

30 (b) by inserting the following new sentence at the end
31 of the existing provisions:

32 “The Company will also indemnify and keep
33 indemnified the State and the Authority from and
34 against all liability (if any) to pay compensation to
35 native title holders (as defined in the *Native Title
36 Act 1993* (Commonwealth)) for, or in respect of,

s. 6

- 1 the grant to, or exercise by, the Company of rights,
2 as referred to in clause 6(1), to dredge shell sand in
3 Area A.”; and
- 4 (c) by inserting the subclause designation “(1)” before
5 the existing provisions and by inserting after
6 subclause 13(1) the following new subclause:
- 7 “(2) The Company shall indemnify the Authority
8 for any damage to the seabed, port works or
9 any loss or damage that the Authority suffers
10 as a result of the Shipping Channels or either
11 of them, port works or port services of the
12 Authority being obstructed or delayed
13 provided that:
- 14 (a) this indemnity only applies to loss or
15 damage that is caused by the
16 Company or an employee, agent or
17 contractor of the Company; and
- 18 (b) this indemnity shall not apply to
19 consequential damages, business
20 disruption or loss of profits.”;
- 21 (19) in clause 14 by inserting the subclause designation “(1)”
22 before the existing provisions and by inserting after
23 subclause 14(1) the following new subclauses:
- 24 “(2) The Minister shall cause any agreement made
25 pursuant to subclause (1) of this clause in respect
26 of any addition to, variation or cancellation of the
27 provisions of this Agreement to be laid on the
28 Table of each House of Parliament within
29 12 sitting days next following its execution.
- 30 (3) Either House may, within 12 sitting days of that
31 House after the agreement has been laid before it,
32 pass a resolution disallowing the agreement, but if
33 after the last day on which the agreement might
34 have been disallowed neither House has passed
35 such a resolution the agreement shall have effect
36 from and after that last day.”;

- 1 (20) in clause 15 by deleting the existing wording and
2 substituting the following:
- 3 “The Company shall not assign or otherwise dispose of
4 the whole or any part of its rights hereunder (including
5 without limitation to or as the holder of the mining lease
6 or of the Exploration Licences while such licences have
7 the benefit of clause 6F), without the prior consent of the
8 Minister and, in the case of rights conferred by clause 6
9 hereof, without also the prior consent of the Port
10 Authorities Minister and the Authority. The Minister, the
11 Port Authorities Minister and the Authority may each of
12 them in their absolute discretion give or withhold consent
13 or give consent subject to such conditions as they may
14 determine. Notwithstanding the provisions of the Mining
15 Act insofar as the same may apply, no assignment or
16 other disposal made or given by the Company pursuant to
17 this clause of or over the mining lease or any of the
18 Exploration Licences shall require any approval or
19 consent other than such consent as may be necessary
20 under this clause.”;
- 21 (21) in clause 16:
- 22 (a) by deleting “the State” and substituting “the
23 Minister”; and
- 24 (b) by deleting the comma and all the words
25 immediately after “thinks fit”;
- 26 (22) in clause 18 by deleting “the Minister for Works or the
27 Authority” and substituting “the Port Authorities
28 Minister, the Authority, the Minister for Mines or the
29 Minister”;
- 30 (23) in clause 20:
- 31 (a) by inserting in paragraph (i) “or from the Minister”
32 after “from the State”;
- 33 (b) by deleting in paragraph (ii) “Minister for Works”
34 and substituting “Port Authorities Minister”;

s. 6

- 1 (c) by deleting in paragraph (iii) the existing wording
2 and substituting the following:
3 “if from the Authority, be signed by the
4 chairperson of the board of directors of the
5 Authority or by the chief executive officer of the
6 Authority acting by direction of the board of
7 directors of the Authority”; and
- 8 (d) by amending the paragraph numbering from (i) to
9 (iv) to (a) to (d);
- 10 (24) by inserting after clause 20 the following new clauses:
11 **“Determination of Agreement”**
- 12 21. (1) In any of the following events namely if:
- 13 (a) (i) the Company makes default
14 which the State considers
15 material in the due
16 performance or observance of
17 any of its covenants or
18 obligations in this Agreement
19 or in the mining lease or in
20 the Company’s lease and
21 licence referred to in
22 clause 6G;
- 23 (ii) the Company abandons or
24 repudiates this Agreement or
25 its activities under this
26 Agreement,
- 27 and such default is not remedied or
28 such activities resumed within a
29 period of 6 months after notice is
30 given by the State as provided in
31 subclause (2) or, if the default or
32 abandonment is referred to
33 arbitration, then within the period
34 mentioned in subclause (3); or

- 1 (b) the Company goes into liquidation
2 (other than a voluntary liquidation
3 for the purpose of reconstruction)
4 and unless within 6 months from the
5 date of such liquidation the interest
6 of the Company is assigned to an
7 assignee approved by the Minister
8 under clause 15,
9
10 the State may by notice to the Company
11 determine this Agreement.
12
13 (2) The notice to be given by the State in
14 terms of paragraph (a) of subclause (1)
15 shall specify the nature of the default or
16 other ground so entitling the State to
17 exercise such right of determination and
18 where appropriate and known to the State
19 the party or parties responsible therefor
20 and shall be given to the Company and all
21 such assignees and disponees for the time
22 being of the Company's rights under this
23 Agreement to or in favour of whom or by
24 whom an assignment or disposition has
25 been effected in terms of clause 15, whose
26 name and address for service of notice has
27 previously been notified to the State by the
28 Company or any such assignee or
29 donee.
30
31 (3) (a) If the Company contests the alleged
32 default abandonment or repudiation
33 referred to in paragraph (a) of
34 subclause (1) it shall within 60 days
35 after notice given by the State as
36 provided in subclause (2) refer the
37 matter in dispute to arbitration.
38
39 (b) If the question is decided against the
40 Company, the Company shall
41 comply with the arbitration award
42 within a reasonable time to be fixed

s. 6

1 by that award PROVIDED THAT if
2 the arbitrator finds that there was a
3 bona fide dispute and that the
4 Company was not dilatory in
5 pursuing the arbitration, the time for
6 compliance with the arbitration
7 award shall not be less than 90 days
8 from the date of such award.

9 (4) If the default referred to in paragraph (a) of
10 subclause (1) shall not have been remedied
11 after receipt of the notice referred to in that
12 subclause or within the time fixed by the
13 arbitration award as aforesaid the State
14 instead of determining this Agreement as
15 aforesaid because of such default may
16 itself remedy such default or cause the
17 same to be remedied (for which purpose
18 the State by agents workmen or otherwise
19 shall have full power to enter upon lands,
20 water or seabed occupied by the Company
21 and to make use of all plant machinery
22 equipment and installations thereon) and
23 the actual costs and expenses incurred by
24 the State in remedying or causing to be
25 remedied such default shall be a debt
26 payable by the Company to the State on
27 demand.

28 **Effect of determination or cessation of Agreement**

29 22. (1) On the determination or cessation of this
30 Agreement:

31 (a) (i) subject to paragraph (b),
32 except as otherwise agreed by
33 the Minister the rights of the
34 Company to in or under this
35 Agreement and the rights of
36 the Company or any
37 mortgagee or chargee to in or
38 under the mining lease and

- 1 any other lease licence or
2 other title or right granted
3 under or pursuant to this
4 Agreement shall thereupon
5 cease and determine but
6 without prejudice to the
7 liability of any of the parties
8 hereto in respect of any
9 antecedent breach or default
10 under this Agreement or in
11 respect of any indemnity
12 given under this Agreement;
- 13 (ii) the Company shall forthwith
14 pay to the State all moneys
15 which may then have become
16 payable or accrued due; and
- 17 (iii) save as aforesaid and as
18 otherwise provided in this
19 Agreement none of the parties
20 shall have any claim against
21 the others of them with
22 respect to any matter or thing
23 in or arising out of this
24 Agreement; and
- 25 (b) each of the Exploration Licences
26 that the Company holds on the
27 cessation or determination of this
28 Agreement and which immediately
29 beforehand had the benefit of
30 clause 6F shall continue in force
31 under and subject to the Mining Act
32 or other Act under which it is held
33 for the balance of its term then
34 current and any renewals granted
35 pursuant to any such Act but without
36 the benefit of the rights and
37 privileges conferred by this
38 Agreement.

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- 1 (2) Subject to the provisions of subclause (3)
2 and the provisions of the Company's lease
3 and licence referred to in clause 6G, upon
4 the cessation or determination of this
5 Agreement except as otherwise determined
6 by the Minister all buildings erections and
7 other improvements erected on any land
8 then occupied by the Company under the
9 mining lease or any other lease licence
10 easement grant or other title made under or
11 pursuant to this Agreement shall become
12 and remain the absolute property of the
13 State without the payment of any
14 compensation or consideration to the
15 Company or any other party and free and
16 discharged from all mortgages and other
17 encumbrances and the Company shall do
18 and execute all such deeds documents and
19 other acts matters and things (including
20 surrenders) as the State may reasonably
21 require to give effect to the provisions of
22 this subclause.
- 23 (3) Subject to the provisions of the Company's
24 lease and licence referred to in clause 6G,
25 in the event of the Company immediately
26 prior to the cessation or determination of
27 this Agreement or subsequently thereto
28 desiring to remove any of its fixed or
29 movable plant and equipment or any part
30 thereof from any part of the land occupied
31 by it at the date of such cessation or
32 determination it shall give to the State
33 notice of such desire and thereby shall
34 grant to the State the right or option
35 exercisable within 3 months thereafter to
36 purchase in situ such fixed or moveable
37 plant and equipment at a fair valuation to
38 be agreed between the parties or failing
39 agreement determined by arbitration under
40 this Agreement.

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Term of this Agreement

23. (1) Subject to the provisions of this Agreement relating to sooner determination this Agreement shall expire on 18 February 2031.
- (2) Unless this Agreement has already determined the State will, at the request of the Company made after 1 January 2024, confer with the Company with respect to agreeing to commence negotiations for an extension of the term of this Agreement. Clause 17 shall not apply to this subclause.

Applicable law

24. This Agreement shall be interpreted according to the law for the time being in force in the State of Western Australia.”; and
- (25) by redesignating the existing Schedule to the Agreement as “Schedule 1” and inserting immediately after that Schedule the following new Schedule:

“SCHEDULE 2

WESTERN AUSTRALIA

MINING ACT 1978

***CEMENT WORKS
(COCKBURN CEMENT LIMITED)
AGREEMENT ACT 1971***

MINING LEASE

MINING LEASE NO.

The Minister a corporation sole established by the *Mining Act 1978* (hereinafter called “the Mining Act”) 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

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1 First Schedule to this lease and of the conditions
2 hereinafter contained and pursuant to the Mining Act
3 (except as otherwise provided by the Agreement
4 (hereinafter called “the Agreement”) described in the
5 Second Schedule to this lease) hereby leases to the
6 Lessee the land more particularly delineated and
7 described in the Third Schedule to this lease for shell
8 sand subject however to the exceptions and reservations
9 set out in the Fourth Schedule to this lease and to any
10 other exceptions and reservations which are by the
11 Mining Act and by any Act for the time being in force
12 deemed to be contained herein to hold to the Lessee this
13 lease for a term commencing on the date set out in part A
14 of the Fifth Schedule to this lease and expiring on the
15 date set out in Part B of the Fifth Schedule to this lease
16 (subject to the sooner determination of the said term upon
17 the earlier determination of the Agreement) upon and
18 subject to such of the provisions of the Mining Act
19 except as otherwise provided by the Agreement as are
20 applicable to mining leases granted thereunder and to the
21 terms covenants and conditions set out in the Agreement
22 and to the covenants and conditions herein contained or
23 implied and any further conditions or stipulations set out
24 in the Sixth Schedule to this lease the Lessee paying
25 therefor the rents for the time being and from time to time
26 prescribed pursuant to the provisions of the Mining Act at
27 the times and in the manner so prescribed and royalties as
28 provided in the Agreement PROVIDED ALWAYS that
29 this lease shall not be determined or forfeited otherwise
30 than in accordance with the Agreement.

31 In this lease -

32 “Lessee” includes the successors and permitted assigns of
33 the Lessee.

34 If the Lessee be more than one the liability of the Lessee
35 hereunder shall be joint and several.

36 Reference to an Act includes all amendments to that Act
37 for the time being in force and also any Act passed in
38 substitution therefor or in lieu thereof and to the

1 regulations and by-laws for the time being in force
2 thereunder.

3 **FIRST SCHEDULE**

4 (Name and address of “the Lessee”)

5 **SECOND SCHEDULE**

6 The agreement ratified by the *Cement Works (Cockburn*
7 *Cement Limited) Agreement Act 1971*, as varied.

8 **THIRD SCHEDULE**

9 (Description of land:)

10 Locality:

11 Mineral Field: Area, etc.:

12 Being the land delineated on Survey Diagram No.
13 and recorded in the Department of [], Perth.

14 **FOURTH SCHEDULE**

15 All petroleum as defined in the *Petroleum (Submerged*
16 *Lands) Act 1982* on or below the surface of the land the
17 subject of this lease is reserved to the Crown in right of
18 the State of Western Australia with the right of the
19 Crown in right of the State of Western Australia and any
20 person lawfully claiming thereunder or otherwise
21 authorized to do so to have access to the land the subject
22 of this lease for the purpose of searching for and for the
23 operations of obtaining petroleum (as so defined) in any
24 part of the land.”

25 **FIFTH SCHEDULE**

26 Part A: Commencement date:

27 Part B: Expiration date: 18 February 2031

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SIXTH SCHEDULE

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Pursuant to section 25 of the Mining Act the Minister consents to the Lessee mining for shell sand in accordance with the Agreement subject to the following terms and conditions (terms and conditions, consistent with the Agreement, imposed by the Minister on his consent).

(Any further conditions or stipulations as during the term of the Agreement the Minister may, consistent with the provisions of the Agreement, determine and thereafter may impose pursuant to the Mining Act).

In witness whereof the Minister has affixed his seal and set his hand hereto this day of
20 .”

5. Upon clause 4 of this Agreement coming into operation (“variation date”), then notwithstanding the provisions of the *Mining Act 1978* and the *Mining Regulations 1981*:

- (a) that part of the Company’s exploration licence number 70/1247 shown coloured grey on Plan D shall be deemed to have been surrendered by the Company on the variation date; and
- (b) that part of the Company’s exploration licence number 70/1136 shown coloured green on Plan D shall be deemed to have been surrendered by the Company on the variation date.

For the purposes of this clause Plan D means the plan marked “D” initialled by or on behalf of the parties for the purpose of identification.

EXECUTED as a deed.

SIGNED by **THE HONOURABLE**)
COLIN JAMES BARNETT) [Signature]
in the presence of:)

[Signature]

Name: Sean David

1 **SIGNED** by **THE HONOURABLE**)
2 **SIMON MCDONNELL O'BRIEN**) [Signature]
3 in the presence of:)
4 [Signature]
5 _____
6 Name: Brett Barton
7 **THE COMMON SEAL** of)
8 **FREMANTLE PORT**) C.S.
9 **AUTHORITY** was hereunto affixed)
10 in the presence of:)
11 [Signature]
12 _____
13 Director
14 Name: Robert Pearce
15 [Signature]
16 _____
17 ~~Secretary~~ Chief Executive Officer
18 Name: Christopher Leatt-Hayter
19 **THE COMMON SEAL** of)
20 **COCKBURN CEMENT LIMITED**) C.S.
21 ACN 008 673 470 was hereunto)
22 affixed in accordance with its constitution)
23 in the presence of:)
24 [Signature]
25 _____
26 Director
27 Name: Martin Brydon
28 [Signature]
29 _____
30 ~~Director~~/Secretary
31 Name: Marcus Clayton
32 [Signature]
33 _____
34 Director
35 Name: Thomas Douglas
36 =====