

Western Australia

LEGISLATIVE ASSEMBLY

**Acts Amendment (Iron Ore Agreements)
Bill 2000**

A Bill for

An Act to amend the —

- *Iron Ore (Goldsworthy-Nimingarra) Agreement Act 1972;*
- *Iron Ore (Marillana Creek) Agreement Act 1991;*
- *Iron Ore (McCamey's Monster) Agreement Authorization Act 1972;*
- *Iron Ore (Mount Goldsworthy) Agreement Act 1964;*
- *Iron Ore (Mount Newman) Agreement Act 1964;*
- *Iron Ore Beneficiation (BHP) Agreement Act 1996; and*
- *Iron Ore — Direct Reduced Iron (BHP) Agreement Act 1996.*

The Parliament of Western Australia enacts as follows:

Part 1 — Preliminary

1. Short title

This Act may be cited as the *Acts Amendment (Iron Ore Agreements) Act 2000*.

5 **2. Commencement**

This Act comes into operation on the day on which it receives the Royal Assent.

**Part 2 — Iron Ore (Goldsworthy-Nimingarra)
Agreement Act 1972**

3. The Act amended

5 The amendments in this Part are to the *Iron Ore
(Goldsworthy-Nimingarra) Agreement Act 1972**.

[* Act No. 30 of 1972.]

4. Section 2 amended

Section 2 is amended as follows:

- 10 (a) in the definition of “the Agreement” by deleting “the
Schedule” and inserting instead —
“ Schedule 1 ”;
- (b) after the definition of “the Agreement” by inserting the
following definition —

15 “
“**the First Variation Agreement**” means the
agreement a copy of which is set out in Schedule 2
to this Act;

”.

5. Section 4 inserted

20 After section 3 the following section is inserted —

“

4. First Variation Agreement

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

s. 6

- (3) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the First Variation Agreement is to operate and take effect despite any other Act or law.

5

”.

6. Schedule amended

The heading to the Schedule is deleted and the following heading is inserted —

“

10

Schedule 1 — Agreement

”.

7. Schedule 2 inserted

After Schedule 1 the following Schedule is inserted —

“

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Schedule 2 — First Variation Agreement

[s. 4]

THIS AGREEMENT is made the 11th day of April 2000.

B E T W E E N

20 **THE HONOURABLE RICHARD FAIRFAX COURT** B.Com., 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

25 **BHP MINERALS PTY. LTD.** ACN 008 694 782 a company incorporated in the State of Western Australia and having its registered office at Level 18, 200 St George's Terrace, Perth, **CI MINERALS AUSTRALIA PTY. LTD.** ACN 009 256 259 a company incorporated in the State of Western Australia and having its registered office at 22nd Floor, Forrest Centre, 221 St George's Terrace, Perth and **MITSUI IRON ORE CORPORATION PTY. LTD.**
30 ACN 050 157 456 a company incorporated in the State of Western Australia and having its registered office at 24th Floor, Forrest Centre, 221 St George's Terrace, Perth (hereinafter called "the Joint Venturers") of the other part.

WHEREAS :

- 5 (a) the State and the Joint Venturers (pursuant to certain assignments) are now the parties to the agreement approved by the Iron Ore (Goldsworthy-Nimingarra) Agreement Act 1972, which agreement as amended from time to time is hereinafter called "the Principal Agreement";
- (b) the State and the Joint Venturers wish to vary the Principal Agreement.

NOW THIS AGREEMENT WITNESSES -

- 10 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.
- 15 2. The State shall introduce and sponsor a Bill in the State Parliament of Western Australia to ratify this Agreement and endeavour to secure its passage as an Act prior to 31 December 2000 or such later date as may be agreed between the parties hereto.
3. (1) The provisions of this Agreement other than this Clause and Clauses 1 and 2 shall not come into operation unless and until -
- 20 (a) the Bill to ratify this Agreement as referred to in Clause 2; and
- (b) Bills to ratify the following agreements of even date herewith, namely:-
- 25 (i) an agreement between the State and BHP Direct Reduced Iron Pty. Ltd. to vary the Iron Ore Beneficiation (BHP) Agreement;
- (ii) an agreement between the State and BHP Direct Reduced Iron Pty. Ltd. to vary the Iron Ore - Direct Reduced Iron (BHP) Agreement;
- 30 (iii) an agreement between the State and BHP Minerals Pty. Ltd., CI Minerals Australia Pty. Ltd. and Mitsui Iron Ore Corporation Pty. Ltd. to vary the Iron Ore (Marillana Creek) Agreement;
- (iv) an agreement between the State and BHP Iron Ore (Jimblebar) Pty. Ltd. to vary the Iron Ore (McCamey's Monster) Agreement;
- 35 (v) an agreement between the State and BHP Minerals Pty. Ltd., Mitsui-Itochu Iron Pty. Ltd. and CI Minerals

s. 7

- Australia Pty. Ltd. to vary the Iron Ore (Mount Newman) Agreement; and
- (vi) an agreement between the State and BHP Minerals Pty. Ltd., CI Minerals Australia Pty. Ltd. and Mitsui Iron Ore Corporation Pty. Ltd. to vary the Iron Ore (Mount Goldsworthy) Agreement
- are passed as Acts before 31 December 2000 or such later date if any as the parties hereto may agree upon.
- (2) If before 31 December 2000 or such later agreed date the said Bills have not commenced to operate as Acts then unless the parties hereto otherwise agree this Agreement shall then cease and determine and no party hereto shall have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.
- (3) On the said Bills commencing to operate as Acts all the provisions of this Agreement shall operate and take effect notwithstanding the provisions of any Act or law.
4. The Principal Agreement is hereby varied in Clause 11 by inserting after subclause (1) the following subclause -
- "(1a) Notwithstanding any provision in this Agreement for the grant of titles hereunder to the Joint Venturers as tenants in common in equal shares, if the Joint Venturers hold their interests in this Agreement in other than equal shares, the grant of titles and the renewal of any leases hereunder shall be made to the Joint Venturers, if they so request the State, in accordance with their percentage interests in this Agreement."

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

SIGNED by THE HONOURABLE
RICHARD FAIRFAX COURT in
the presence of -
COLIN BARNETT
MINISTER FOR RESOURCES DEVELOPMENT

} RICHARD COURT

THE COMMON SEAL of
BHP MINERALS PTY. LTD. was
hereunto affixed by authority
of the Directors -
STEFANO GIORGINI
Director
MICHAEL KNOWLES
Secretary

} [C.S.]

5

THE COMMON SEAL of **CI MINERALS AUSTRALIA PTY. LTD.** was hereunto
affixed by authority
of the Directors in the presence of:
MASAYUKI YAMAMOTO
Director
MICHAEL APPLEBEE
Secretary

} [C.S.]

10

THE COMMON SEAL of **mitsui IRON ORE CORPORATION PTY. LTD.** was hereunto affixed by
authority of the Directors in the
presence of:
YOICHI HASHIMOTO
Director
JOHN SMITH
Secretary

} [C.S.]

15

”.

**Part 3 — Iron Ore (Marillana Creek) Agreement
Act 1991**

8. The Act amended

5 The amendments in this Part are to the *Iron Ore (Marillana
Creek) Agreement Act 1991**.

[* *Act No. 2 of 1991.*

*For subsequent amendments see 1999 Index to Legislation of
Western Australia, Table 1, p. 123.]*

9. Section 3 amended

10 Section 3 is amended by deleting the definition of “Variation
Agreement” and inserting the following definitions instead —

“

“**First Variation Agreement**” means the agreement a
copy of which is set out in Schedule 2;

15 “**Second Variation Agreement**” means the agreement
a copy of which is set out in Schedule 3.

”.

10. Section 5 inserted

After section 4A the following section is inserted —

20 “

5. Second Variation Agreement

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

- (3) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the Second Variation Agreement is to operate and take effect despite any other Act or law.

5

”.

11. Schedule 3 inserted

After Schedule 2 the following Schedule is inserted —

“

Schedule 3

10

[s. 5]

THIS AGREEMENT is made the 11th day of April 2000.

B E T W E E N

THE HONOURABLE RICHARD FAIRFAX COURT B.Com., M.L.A.,
Premier of the State of Western Australia, acting for and on behalf of the said
15 State and its instrumentalities from time to time (hereinafter called "the State")
of the one part

AND

BHP MINERALS PTY. LTD. ACN 008 694 782 a company incorporated in
the State of Western Australia and having its registered office at Level 18,
20 200 St George's Terrace, Perth, **CI MINERALS AUSTRALIA PTY. LTD.**
ACN 009 256 259 a company incorporated in the State of Western Australia
and having its registered office at 22nd Floor, Forrest Centre, 221 St George's
Terrace, Perth and **MITSUI IRON ORE CORPORATION PTY. LTD.**
25 ACN 050 157 456 a company incorporated in the State of Western Australia
and having its registered office at 24th Floor, Forrest Centre, 221 St George's
Terrace, Perth (hereinafter called "the Joint Venturers") of the other part.

W H E R E A S :

- (a) the State and the Joint Venturers (pursuant to an assignment dated
30 10 June 1991) are now the parties to the agreement ratified by the Iron
Ore (Marillana Creek) Agreement Act 1991, which agreement as
amended from time to time is hereinafter called "the Principal
Agreement";
- (b) the State and the Joint Venturers wish to vary the Principal Agreement.

s. 11

NOW THIS AGREEMENT WITNESSES -

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.
 - 5 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 31 December 2000 or such later date as may be agreed between the parties hereto.
 - 10 3. (1) The provisions of this Agreement other than this Clause and Clauses 1 and 2 shall not come into operation unless and until -
 - (a) the Bill to ratify this Agreement as referred to in Clause 2;
and
 - (b) Bills to ratify the following agreements of even date herewith, namely:-
 - 15 (i) an agreement between the State and BHP Direct Reduced Iron Pty. Ltd. to vary the Iron Ore Beneficiation (BHP) Agreement;
 - (ii) an agreement between the State and BHP Direct Reduced Iron Pty. Ltd. to vary the Iron Ore - Direct
20 Reduced Iron (BHP) Agreement;
 - (iii) an agreement between the State and BHP Minerals Pty. Ltd., CI Minerals Australia Pty. Ltd. and Mitsui Iron Ore Corporation Pty. Ltd. to vary the Iron Ore (Mount Goldsworthy) Agreement;
 - 25 (iv) an agreement between the State and BHP Iron Ore (Jimblebar) Pty. Ltd. to vary the Iron Ore (McCamey's Monster) Agreement;
 - (v) an agreement between the State and BHP Minerals
30 Pty. Ltd., Mitsui-Itochu Iron Pty. Ltd. and CI Minerals Australia Pty. Ltd. to vary the Iron Ore (Mount Newman) Agreement; and
 - (vi) an agreement between the State and BHP Minerals
35 Pty. Ltd., CI Minerals Australia Pty. Ltd. and Mitsui Iron Ore Corporation Pty. Ltd. to vary the Iron Ore (Goldsworthy-Nimingarra) Agreement
- are passed as Acts before 31 December 2000 or such later date if any as the parties hereto may agree upon.

s. 11

THE COMMON SEAL of
**CI MINERALS AUSTRALIA PTY.
LTD.** was hereunto affixed by authority of
the Directors in the presence of:

} [C.S.]

MASAYUKI YAMAMOTO
Director

5 MICHAEL APPLEBEE
Secretary

THE COMMON SEAL of **MINERALS AUSTRALIA PTY. LTD.** was
hereunto affixed by authority of the
Directors in the presence of:

} [C.S.]

YOICHI HASHIMOTO
Director

10 JOHN SMITH
Secretary

”.

**Part 4 — *Iron Ore (McCamey's Monster) Agreement
Authorization Act 1972***

12. The Act amended

5 The amendments in this Part are to the *Iron Ore (McCamey's
Monster) Agreement Authorization Act 1972**.

[* Act No. 104 of 1972.

*For subsequent amendments see 1999 Index to Legislation of
Western Australia, Table 1, p. 123.]*

13. Section 6 inserted

10 After section 5 the following section is inserted —

“

6. Third Variation Agreement

- 15 (1) The agreement (“**third Variation Agreement**”) a copy
of which is set out in Schedule 4 is ratified.
- (2) The implementation of the third Variation Agreement
is authorised.
- 20 (3) Without limiting or otherwise affecting the application
of the *Government Agreements Act 1979*, the third
Variation Agreement is to operate and take effect
despite any other Act or law.
- 25 (4) Without limiting section 3, on the commencement of
the *Acts Amendment (Iron Ore Agreements) Act 2000*,
the Principal Agreement, as amended by the first
Variation Agreement, the second Variation Agreement
and the third Variation Agreement, is to operate as if it
were enacted in this Act.

”.

s. 14

14. Schedule 4 inserted

After Schedule 3 the following Schedule is inserted —

“

Schedule 4

5

[s. 6]

THIS AGREEMENT is made the 11th day of April 2000.

B E T W E E N :

THE HONOURABLE RICHARD FAIRFAX COURT B.Com., M.L.A.,
Premier of the State of Western Australia, acting for and on behalf of the said
10 State and its instrumentalities from time to time (hereinafter called "the State")
of the one part

AND

BHP IRON ORE (JIMBLEBAR) PTY. LTD. ACN 009 114 210 a company
incorporated in the State of Western Australia and having its registered office at
15 Level 18, 200 St George's Terrace, Perth (hereinafter called "the Company") of
the other part.

W H E R E A S :

- (a) the State and the Company (pursuant to certain assignments) are now the
20 parties to the agreement the execution of which was authorised by the
Iron Ore (McCamey's Monster) Agreement Authorisation Act 1972,
which agreement as amended from time to time is hereinafter called "the
Principal Agreement";
- (b) the State and the Company wish to vary the Principal Agreement.

NOW THIS AGREEMENT WITNESSES -

- 25 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.
- 30 2. The State shall introduce and sponsor a Bill in the State Parliament of
Western Australia to ratify this Agreement and endeavour to secure its
passage as an Act prior to 31 December 2000 or such later date as may be
agreed between the parties hereto.

3. (1) The provisions of this Agreement other than this Clause and Clauses 1 and 2 shall not come into operation unless and until -
- (a) the Bill to ratify this Agreement as referred to in Clause 2; and
 - (b) Bills to ratify the following agreements of even date herewith, namely:-
 - (i) an agreement between the State and BHP Direct Reduced Iron Pty. Ltd. to vary the Iron Ore Beneficiation (BHP) Agreement;
 - (ii) an agreement between the State and BHP Direct Reduced Iron Pty. Ltd. to vary the Iron Ore - Direct Reduced Iron (BHP) Agreement;
 - (iii) an agreement between the State and BHP Minerals Pty. Ltd., CI Minerals Australia Pty. Ltd. and Mitsui Iron Ore Corporation Pty. Ltd. to vary the Iron Ore (Marillana Creek) Agreement;
 - (iv) an agreement between the State and BHP Minerals Pty. Ltd., CI Minerals Australia Pty. Ltd. and Mitsui Iron Ore Corporation Pty. Ltd. to vary the Iron Ore (Mount Goldsworthy) Agreement;
 - (v) an agreement between the State and BHP Minerals Pty. Ltd., Mitsui-Itochu Iron Pty. Ltd. and CI Minerals Australia Pty. Ltd. to vary the Iron Ore (Mount Newman) Agreement; and
 - (vi) an agreement between the State and BHP Minerals Pty. Ltd., CI Minerals Australia Pty. Ltd. and Mitsui Iron Ore Corporation Pty. Ltd. to vary the Iron Ore (Goldsworthy-Nimingarra) Agreement
- are passed as Acts before 31 December 2000 or such later date if any as the parties hereto may agree upon.
- (2) If before 31 December 2000 or such later agreed date the said Bills have not commenced to operate as Acts then unless the parties hereto otherwise agree this Agreement shall then cease and determine and no party hereto shall have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.

s. 14

(3) On the said Bills commencing to operate as Acts all the provisions of this Agreement shall operate and take effect notwithstanding the provisions of any Act or law.

4. The Principal Agreement is hereby varied in Clause 31(1) as follows -

5 (a) by inserting after paragraph (a) the following paragraph -

"(aa) on iron ore products used in the beneficiation plant the subject of the Agreement ratified by the Iron Ore Beneficiation (BHP) Agreement Act 1996 at the following rates -

10 (i) in respect of lump ore, 7.5% of the f.o.b. revenue; and

(ii) in respect of fine ore, 3.75% of the f.o.b. revenue."

(b) in paragraph (c), by inserting after "Agreement" the following -
"pursuant to those paragraphs".

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

SIGNED by THE HONOURABLE
RICHARD FAIRFAX COURT in
the presence of -

} RICHARD COURT

COLIN BARNETT
MINISTER FOR RESOURCES DEVELOPMENT

20

THE COMMON SEAL of
BHP IRON ORE (JIMBLEBAR)
PTY. LTD. was hereunto affixed by
authority of the Directors -

} [C.S.]

STEFANO GIORGINI
Director
MICHAEL KNOWLES
Secretary

25

”.

**Part 5 — Iron Ore (Mount Goldsworthy) Agreement
Act 1964**

15. The Act amended

5 The amendments in this Part are to the *Iron Ore (Mount Goldsworthy) Agreement Act 1964**.

 [* Act No. 97 of 1964.

 For subsequent amendments see 1999 Index to Legislation of Western Australia, Table 1, p. 123.]

16. Section 3 amended

10 Section 3 is amended as follows:

- (a) at the end of the definition of “the second Variation Agreement” by deleting the full stop and inserting a semicolon instead;
- 15 (b) after the definition of “the second Variation Agreement” by inserting the following definition —

 “

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

20

”.

17. Section 4C inserted

After section 4B the following section is inserted —

“

4C. Third Variation Agreement

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

s. 18

- (3) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the third Variation Agreement is to operate and take effect despite any other Act or law.

5

”.

18. Fourth Schedule inserted

After the Third Schedule the following Schedule is inserted —

“

Fourth Schedule

10

[s. 4C]

THIS AGREEMENT is made the 11th day of April 2000.

B E T W E E N

THE HONOURABLE RICHARD FAIRFAX COURT B.Com., M.L.A.,
Premier of the State of Western Australia, acting for and on behalf of the said
15 State and its instrumentalities from time to time (hereinafter called "the State")
of the one part

AND

BHP MINERALS PTY. LTD. ACN 008 694 782 a company incorporated in
the State of Western Australia and having its registered office at Level 18,
20 200 St George's Terrace, Perth, **CI MINERALS AUSTRALIA PTY. LTD.**
ACN 009 256 259 a company incorporated in the State of Western Australia
and having its registered office at 22nd Floor, Forrest Centre, 221 St George's
Terrace, Perth and **MITSUI IRON ORE CORPORATION PTY. LTD.**
25 ACN 050 157 456 a company incorporated in the State of Western Australia
and having its registered office at 24th Floor, Forrest Centre, 221 St George's
Terrace, Perth (hereinafter called "the Joint Venturers") of the other part.

W H E R E A S :

- (a) the State and the Joint Venturers (pursuant to certain assignments) are
30 now the parties to the agreement approved by the Iron Ore (Mount
Goldsworthy) Agreement Act 1964, which agreement as amended from
time to time is hereinafter called "the Principal Agreement";
- (b) the State and the Joint Venturers wish to vary the Principal Agreement.

NOW THIS AGREEMENT WITNESSES -

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.
 - 5 2. The State shall introduce and sponsor a Bill in the State Parliament of Western Australia to ratify this Agreement and endeavour to secure its passage as an Act prior to 31 December 2000 or such later date as may be agreed between the parties hereto.
 - 10 3. (1) The provisions of this Agreement other than this Clause and Clauses 1 and 2 shall not come into operation unless and until -
 - (a) the Bill to ratify this Agreement as referred to in Clause 2;
and
 - (b) Bills to ratify the following agreements of even date
herewith, namely:-
 - 15 (i) an agreement between the State and BHP Direct Reduced Iron Pty. Ltd. to vary the Iron Ore Beneficiation (BHP) Agreement;
 - (ii) an agreement between the State and BHP Direct Reduced Iron Pty. Ltd. to vary the Iron Ore - Direct
20 Reduced Iron (BHP) Agreement;
 - (iii) an agreement between the State and BHP Minerals Pty. Ltd., CI Minerals Australia Pty. Ltd. and Mitsui Iron Ore Corporation Pty. Ltd. to vary the Iron Ore (Marillana Creek) Agreement;
 - 25 (iv) an agreement between the State and BHP Iron Ore (Jimblebar) Pty. Ltd. to vary the Iron Ore (McCamey's Monster) Agreement;
 - (v) an agreement between the State and BHP Minerals
30 Pty. Ltd., Mitsui-Itochu Iron Pty. Ltd. and CI Minerals Australia Pty. Ltd. to vary the Iron Ore (Mount Newman) Agreement; and
 - (vi) an agreement between the State and BHP Minerals
35 Pty. Ltd., CI Minerals Australia Pty. Ltd. and Mitsui Iron Ore Corporation Pty. Ltd. to vary the Iron Ore (Goldsworthy-Nimingarra) Agreement
- are passed as Acts before 31 December 2000 or such later date if any as the parties hereto may agree upon.

s. 18

- 5 (2) If before 31 December 2000 or such later agreed date the said Bills have not commenced to operate as Acts then unless the parties hereto otherwise agree this Agreement shall then cease and determine and no party hereto shall have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.
- 10 (3) On the said Bills commencing to operate as Acts all the provisions of this Agreement shall operate and take effect notwithstanding the provisions of any Act or law.
4. The Principal Agreement is hereby varied with effect on and from the coming into operation of this agreement as follows -
- 15 (1) Clause 1 -
in the definition of "beneficiated ore" by inserting after "upgraded" the following -
"by the Joint Venturers pursuant to proposals approved under this Agreement".
- 20 (2) Clause 2(c) -
by deleting "and 11" and substituting the following ",11 and 12".
- (3) By inserting after Clause 8 the following clauses -
- 25 "8A. Notwithstanding any provision in this Agreement for the grant of titles hereunder to the Joint Venturers as tenants in common in equal shares, if the Joint Venturers hold their interests in this Agreement in other than equal shares, the grant of titles and the renewal of any leases hereunder shall be made to the Joint Venturers, if they so request the State, in accordance with their percentage interests in this Agreement.
- 30 8B. Notwithstanding the Mining Act the Joint Venturers may with the prior approval of the Minister for Mines apply from time to time for general purpose leases for the purposes of its operations under this Agreement in respect of areas of land greater than the maximum area provided for under that Act."

- (4) Clause 9(2)(j) -
by inserting after subparagraph (ii) the following subparagraph -
5 "(iia) on iron ore used in the beneficiation plant the subject of the Agreement ratified by the Iron Ore Beneficiation (BHP) Agreement Act 1996 at the following rates -
 (A) in respect of lump ore, 7.5% of the f.o.b. value; and
 (B) in respect of fine ore, 3.75% of the f.o.b. value;"
- (5) Clause 12 -
by inserting after subclause (2) the following subclause -
10 "(2a) Notwithstanding the Mining Act 1978, the Minister for Mines may for the purposes of this clause grant to the Joint Venturers rights of occupancy in respect of the whole or parts of Temporary Reserve 3156H for such period or periods and on such terms and conditions as the Minister for
15 Mines after consultation with the Minister considers reasonable."
- (6) Clause 12A -
by inserting after "the State shall" the following -
20 "subject in respect of proposals under clause 12 to the surrender by the Joint Venturers of any rights of occupancy granted under clause 12(2a)".
5. The Principal Agreement is hereby further varied with effect on and from the later of the coming into operation of the Water Agreement (as hereinafter defined) or the coming into operation of this agreement as
25 follows -
- (1) By inserting after Clause 8B the following clause -
 "Water - Port Hedland
 8C.(1) In this clause -
30 "Water Agreement" means an agreement entered into between the Water Corporation (established pursuant to section 4 of the Water Corporation Act 1995) and BHP Iron Ore Pty. Ltd. ACN 008 700 981 as agent for BHP Direct Reduced Iron Pty. Ltd. and the Mount Newman and Mount Goldsworthy Mining Associates Joint Venturers in a form
35 approved by the Minister in relation to the supply of water

s. 18

for, inter alia, the Joint Venturers' water requirements for the purposes of this Agreement at Port Hedland;

"Commencement Date", "Renewal Period", "Buyer" and "Default" have the same meanings respectively as they have in the Water Agreement.

5

(2) Notwithstanding any provision of the Water Agreement, the State shall ensure during the period from the Commencement Date until the later of the sixtieth (60th) anniversary of the Commencement Date or the end of the Renewal Period that (except where the Water Agreement is lawfully terminated because of the Buyer's Default) -

10

(a) the Waters and Rivers Commission (established by section 4 of the Waters and Rivers Commission Act 1995) will allocate water reserves sufficient to meet the quantities set out in the Water Agreement; and

15

(b) in the event of expiration of the Water Agreement the Coordinator of Water Services under the Water Services Coordination Act 1995 will impose a condition on any relevant licence to supply water in Port Hedland that the supplier is to supply BHP Iron Ore Pty. Ltd. (as agent as aforesaid) with water on the same terms as those contained in the Water Agreement."

20

(2) Clause 10(a) -

25

(a) by inserting after "purposes hereunder" the following -
"at mining area "A", mining area "B" and mining area "C";"

(b) by inserting after "townsite" the following -

"established by the Joint Venturers for the purposes of their operations and employees on or near mining area "A", mining area "B" or mining area "C"."

30

6. If the Water Agreement referred to in Clause 5 of this agreement shall not have come into operation by 1 January 2001, Clause 5 of this agreement shall on that date cease and thenceforth have no effect.

35

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

SIGNED by THE HONOURABLE
RICHARD FAIRFAX COURT in } RICHARD COURT
the presence of - }
COLIN BARNETT
MINISTER FOR RESOURCES DEVELOPMENT

THE COMMON SEAL of }
BHP MINERALS PTY. LTD. Was } [C.S.]
hereunto affixed by authority }
of the Directors - }

5 STEFANO GIORGINI
Director
MICHAEL KNOWLES
Secretary

THE COMMON SEAL of **CI** }
MINERALS AUSTRALIA PTY. LTD. } [C.S.]
was hereunto affixed by authority }
of the Directors in the presence of: }

10 MASAYUKI YAMAMOTO
Director
MICHAEL APPLEBEE
Secretary

THE COMMON SEAL of **MITSUMI** }
IRON ORE CORPORATION PTY. } [C.S.]
LTD. was hereunto affixed }
by authority of the Directors in the }
presence of: }

15 YOICHI HASHIMOTO
Director
JOHN SMITH
Secretary

”.

**Part 6 — Iron Ore (Mount Newman) Agreement
Act 1964**

19. The Act amended

5 The amendments in this Part are to the *Iron Ore (Mount Newman) Agreement Act 1964**.

[* *Reprinted as approved 10 August 1971.*

For subsequent amendments see 1999 Index to Legislation of Western Australia, Table 1, p. 123.]

20. Section 2 amended

10 Section 2 is amended after the definition of “the company” by inserting the following definition —

“

15 “**the Fifth Variation Agreement**” means the agreement a copy of which is set out in the Sixth Schedule to this Act;

”.

21. Section 3E inserted

After section 3D the following section is inserted —

“

20 **3E. Fifth Variation Agreement**

- (1) The Fifth Variation Agreement is ratified.
- (2) The implementation of the Fifth Variation Agreement is authorised.
- 25 (3) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the Fifth Variation Agreement is to operate and take effect despite any other Act or law.

”.

22. Sixth Schedule inserted

After the Fifth Schedule the following Schedule is inserted —

“

Sixth Schedule

5

[s. 3E]

THIS AGREEMENT is made the 11th day of April 2000.

B E T W E E N

THE HONOURABLE RICHARD FAIRFAX COURT B.Com., M.L.A.,
Premier of the State of Western Australia, acting for and on behalf of the said
10 State and its instrumentalities from time to time (hereinafter called "the State")
of the one part

AND

BHP MINERALS PTY. LTD. ACN 008 694 782 , a company incorporated in
the State of Western Australia, **MITSUI-ITOCHEU IRON PTY. LTD.**
15 ACN 008 702 761 a company incorporated in the State of Western Australia
and **CI MINERALS AUSTRALIA PTY. LTD.** ACN 009 256 259 a company
incorporated in the State of Western Australia (hereinafter called "the Joint
Venturers") of the other part.

W H E R E A S :

- 20 (a) the State and the Joint Venturers (pursuant to certain assignments and
Deeds of Covenant and the release of Mt. Newman Iron Ore Company
Limited pursuant to clause 19(2) of the Principal Agreement as
hereinafter defined) are now the parties to the agreement dated the
25 26th day of August 1964 which agreement was approved by and is
scheduled to the Iron Ore (Mount Newman) Agreement Act 1964 and as
amended from time to time is hereinafter referred to as "the Principal
Agreement";
- (b) the State and the Joint Venturers wish to vary the Principal Agreement.

NOW THIS AGREEMENT WITNESSES -

- 30 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 purposes
of the Principal Agreement.

s. 22

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 31 December 2000 or such later date as may be agreed between the parties hereto.
- 5 3. (1) The provisions of this Agreement other than this Clause and Clauses 1 and 2 shall not come into operation unless and until -
- (a) the Bill to ratify this Agreement as referred to in Clause 2; and
 - (b) Bills to ratify the following agreements of even date herewith, namely:-
 - 10 (i) an agreement between the State and BHP Direct Reduced Iron Pty. Ltd. to vary the Iron Ore Beneficiation (BHP) Agreement;
 - 15 (ii) an agreement between the State and BHP Direct Reduced Iron Pty. Ltd. to vary the Iron Ore - Direct Reduced Iron (BHP) Agreement;
 - 20 (iii) an agreement between the State and BHP Minerals Pty. Ltd., CI Minerals Australia Pty. Ltd. and Mitsui Iron Ore Corporation Pty. Ltd. to vary the Iron Ore (Marillana Creek) Agreement;
 - (iv) an agreement between the State and BHP Iron Ore (Jimblebar) Pty. Ltd. to vary the Iron Ore (McCamey's Monster) Agreement;
 - 25 (v) an agreement between the State and BHP Minerals Pty. Ltd., CI Minerals Australia Pty. Ltd. and Mitsui Iron Ore Corporation Pty. Ltd. to vary the Iron Ore (Mount Goldsworthy) Agreement; and
 - 30 (vi) an agreement between the State and BHP Minerals Pty. Ltd., CI Minerals Australia Pty. Ltd. and Mitsui Iron Ore Corporation Pty. Ltd. to vary the Iron Ore (Goldsworthy-Nimingarra) Agreement
- are passed as Acts before 31 December 2000 or such later date if any as the parties hereto may agree upon.
- 35 (2) If before 31 December 2000 or such later agreed date the said Bills have not commenced to operate as Acts then unless the parties hereto otherwise agree this Agreement shall then cease and determine and no party hereto shall have any claim against any

other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.

5 (3) On the said Bills commencing to operate as Acts all the provisions of this Agreement shall operate and take effect notwithstanding the provisions of any Act or law.

4. The Principal Agreement is hereby varied with effect on and from the coming into operation of this agreement as follows -

10 (1) Clause 1 -
in the definition of "beneficiated ore" by inserting after "upgraded" the following -
"by the Company pursuant to proposals approved under this Agreement".

15 (2) By inserting after Clause 8 the following clause -
"Lease for tunnel
8A. Notwithstanding the provisions of any Act regarding the term of leases that it may grant, the Port Hedland Port Authority may in accordance with approved proposals grant to the Joint Venturers a lease for the purpose of an
20 underwater tunnel between Finucane Island and Nelson Point for a term coterminous with the term of the agreement ratified by the Iron Ore-Direct Reduced Iron (BHP) Agreement Act 1996."

25 (3) Clause 9(2)(j) -
(a) in subparagraph (i) by deleting the following -
"except that the rate of royalty in respect of lump ore used within the Commonwealth by B.H.P. or A.I.S. or any company or companies related to B.H.P. or A.I.S. within the meaning of section 7 of the Companies (Western Australia)
30 Code for manufacture into iron or steel and becoming liable for royalty during the period from an including 1st July 1989 to and including 31st December 1990 shall be -
(A) during the period 1st July 1989 to 31st December 1989, 5% of the f.o.b. value; and
35 (B) during the calendar year 1990; 6.25% of the f.o.b. value".

s. 22

- (b) by inserting after subparagraph (ii) the following subparagraph -
- "(iia) on iron ore used in the beneficiation plant the subject of the Agreement ratified by the Iron Ore Beneficiation (BHP) Agreement Act 1996 at the following rates -
- (A) in respect of lump ore, 7.5% of the f.o.b. value; and
- (B) in respect of fine ore, 3.75% of the f.o.b. value;"
- 5.
- The Principal Agreement is hereby further varied with effect on and from the later of the coming into operation of the Water Agreement (as hereinafter defined) or the coming into operation of this agreement as follows -
- (1) By inserting after Clause 8A the following clause -
- "Water - Port Hedland
- 8B.(1) In this clause -
- "Water Agreement" means an agreement entered into between the Water Corporation (established pursuant to section 4 of the Water Corporation Act 1995) and BHP Iron Ore Pty. Ltd. ACN 008 700 981 as agent for BHP Direct Reduced Iron Pty. Ltd. and the Mount Newman and Mount Goldsworthy Mining Associates Joint Venturers in a form approved by the Minister in relation to the supply of water for, inter alia, the Joint Venturers' water requirements for the purposes of this Agreement at Port Hedland;
- "Commencement Date", "Renewal Period", "Buyer" and "Default" have the same meanings respectively as they have in the Water Agreement.
- (2) Notwithstanding any provision of the Water Agreement, the State shall ensure during the period from the Commencement Date until the later of the sixtieth (60th) anniversary of the Commencement Date or the end of the Renewal Period that (except where the Water Agreement is lawfully terminated because of the Buyer's Default) -
- (a) the Waters and Rivers Commission (established by section 4 of the Waters and Rivers Commission

- Act 1995) will allocate water reserves sufficient to meet the quantities set out in the Water Agreement; and
- 5 (b) in the event of expiration of the Water Agreement the Coordinator of Water Services under the Water Services Coordination Act 1995 will impose a condition on any relevant licence to supply water in Port Hedland that the supplier is to supply BHP Iron Ore Pty. Ltd. (as agent as aforesaid) with water on the
- 10 same terms as those contained in the Water Agreement."
- (2) Clause 10(a) -
- (a) by inserting after "purposes hereunder" the following -
- "at the mining areas";
- 15 (b) by inserting after "townsite" the following -
- "established by the Company for the purposes of its operations and employees on or near the mining areas".
6. If the Water Agreement referred to in Clause 5 of this agreement shall not have come into operation by 1 January 2001, Clause 5 of this agreement
- 20 shall on that date cease and thenceforth have no effect.

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

SIGNED by THE HONOURABLE
RICHARD FAIRFAX COURT in
the presence of -

25 COLIN BARNETT
MINISTER FOR RESOURCES DEVELOPMENT

} RICHARD COURT

s. 22

THE COMMON SEAL of **BHP
MINERALS PTY. LTD.** was } [C.S.]
hereunto affixed by authority of the }
Board of Directors: }

STEFANO GIORGINI
Director
MICHAEL KNOWLES
Secretary

5

THE COMMON SEAL of } [C.S.]
MITSUI-ITOCHU IRON PTY. LTD. was hereunto affixed by authority of the }
Board of Directors in the presence of: }

YOICHI HASHIMOTO
Director
PETER KATAVATIS
Secretary

10

THE COMMON SEAL of **CI
MINERALS AUSTRALIA PTY. LTD.** was hereunto affixed by authority } [C.S.]
of the Directors in the presence of: }

MASAYUKI YAMAMOTO
Director
MICHAEL APPLEBEE
Secretary

15

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Part 7 — *Iron Ore Beneficiation (BHP) Agreement Act 1996*

23. The Act amended

5 The amendments in this Part are to the *Iron Ore Beneficiation (BHP) Agreement Act 1996**.

 [* Act No. 4 of 1996.]

24. Section 3 amended

Section 3 is amended as follows:

- 10 (a) at the end of the definition of “the Agreement” by deleting the full stop and inserting a semicolon instead;
- (b) after the definition of “the Agreement” by inserting the following definition —

“

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

”.

25. Section 5 inserted

After section 4 the following section is inserted —

20 “

5. First Variation Agreement

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

s. 26

- (3) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the First Variation Agreement is to operate and take effect despite any other Act or law.

5

”.

26. Schedule 2 inserted

After Schedule 1 the following Schedule is inserted —

“

Schedule 2

10

[s. 5]

THIS AGREEMENT is made the 11th day of April 2000.

B E T W E E N

THE HONOURABLE RICHARD FAIRFAX COURT B.Com., M.L.A.,
Premier of the State of Western Australia, acting for and on behalf of the said
15 State and its instrumentalities from time to time (hereinafter called "the State")
of the one part

AND

BHP DIRECT REDUCED IRON PTY. LTD. ACN 058 025 960 a company
incorporated in the State of Western Australia and having its principal office at
20 Level 18, 200 St George's Terrace, Perth (hereinafter called "the Company") of
the other part.

W H E R E A S :

- (a) the State and the Company are the parties to the agreement ratified by the
Iron Ore Beneficiation (BHP) Agreement Act 1996, which agreement is
25 hereinafter called "the Principal Agreement";
- (b) the State and the Company wish to vary the Principal Agreement.

NOW THIS AGREEMENT WITNESSES:

1. Subject to the context the words and expressions used in this Agreement
30 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 31 December 2000 or such later date as may be agreed between the parties hereto.
- 5 3. (1) The provisions of this Agreement other than this Clause and Clauses 1 and 2 shall not come into operation unless and until -
- (a) the Bill to ratify this Agreement as referred to in Clause 2; and
 - (b) Bills to ratify the following agreements of even date
10 herewith, namely:-
 - (i) an agreement between the State and BHP Minerals Pty. Ltd., CI Minerals Australia Pty. Ltd. and Mitsui Iron Ore Corporation Pty. Ltd. to vary the Iron Ore (Mount Goldsworthy) Agreement;
 - 15 (ii) an agreement between the State and BHP Direct Reduced Iron Pty. Ltd. to vary the Iron Ore - Direct Reduced Iron (BHP) Agreement;
 - (iii) an agreement between the State and BHP Minerals Pty. Ltd., CI Minerals Australia Pty. Ltd. and Mitsui
20 Iron Ore Corporation Pty. Ltd. to vary the Iron Ore (Marillana Creek) Agreement;
 - (iv) an agreement between the State and BHP Iron Ore (Jimblebar) Pty. Ltd. to vary the Iron Ore (McCamey's Monster) Agreement;
 - 25 (v) an agreement between the State and BHP Minerals Pty. Ltd., Mitsui-Itochu Iron Pty. Ltd. and CI Minerals Australia Pty. Ltd. to vary the Iron Ore (Mount Newman) Agreement; and
 - 30 (vi) an agreement between the State and BHP Minerals Pty. Ltd., CI Minerals Australia Pty. Ltd. and Mitsui Iron Ore Corporation Pty. Ltd. to vary the Iron Ore (Goldsworthy-Nimingarra) Agreement
- are passed as Acts before 31 December 2000 or such later date if any as the parties hereto may agree upon.
- 35 (2) If before 31 December 2000 or such later agreed date the said Bills have not commenced to operate as Acts then unless the parties hereto otherwise agree this Agreement shall then cease and

s. 26

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

- 5 (3) On the said Bills commencing to operate as Acts all the provisions of this Agreement shall operate and take effect notwithstanding the provisions of any Act or law.
4. The Principal Agreement is hereby varied with effect on and from the coming into operation of this agreement by deleting in Clause 34 "1998" and substituting the following -
- 10 "2000".
5. The Principal Agreement is hereby further varied with effect on and from the later of the coming into operation of the Water Agreement (as hereinafter defined) or the coming into operation of this agreement as follows -
- 15 (1) Clause 5(1)(g) -
by deleting "supply and".
- (b) By deleting Clause 12 and substituting the following clause -
"Water - Port Hedland
- 20 12.(1) In this clause -
"Water Agreement" means an agreement entered into between the Water Corporation (established pursuant to section 4 of the Water Corporation Act 1995) and BHP Iron Ore Pty. Ltd. ACN 008 700 981 as agent for BHP Direct Reduced Iron Pty. Ltd. and the Mount Newman and Mount Goldsworthy Mining Associates Joint Venturers in a form approved by the Minister in relation to the supply of water for, inter alia, the Joint Venturers' water requirements for the purposes of this Agreement at Port Hedland;
- 25 "Commencement Date", "Renewal Period", "Buyer" and "Default" have the same meanings respectively as they have in the Water Agreement.
- 30 (2) Notwithstanding any provision of the Water Agreement, the State shall ensure during the period from the Commencement Date until the later of the sixtieth (60th) anniversary of the Commencement Date or the end of the
- 35

Renewal Period that (except where the Water Agreement is lawfully terminated because of the Buyer's Default) -

- 5 (a) the Waters and Rivers Commission (established by section 4 of the Waters and Rivers Commission Act 1995) will allocate water reserves sufficient to meet the quantities set out in the Water Agreement; and
- 10 (b) in the event of expiration of the Water Agreement the Coordinator of Water Services under the Water Services Coordination Act 1995 will impose a condition on any relevant licence to supply water in Port Hedland that the supplier is to supply BHP Iron Ore Pty. Ltd. (as agent as aforesaid) with water on the same terms as those contained in the Water Agreement."
- 15

6. If the Water Agreement referred to in Clause 5 of this agreement shall not have come into operation by 1 January 2001, Clause 5 of this agreement shall on that date cease and thenceforth have no effect.

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

SIGNED by THE HONOURABLE
RICHARD FAIRFAX COURT in
the presence of - } RICHARD COURT
COLIN BARNETT
25 MINISTER FOR RESOURCES DEVELOPMENT

THE COMMON SEAL of **BHP DIRECT
REDUCED IRON PTY. LTD.** was
hereunto affixed by authority
of the Directors - } [C.S.]
STEFANO GIORGINI
Director
MICHAEL KNOWLES
Secretary

30

”.

**Part 8 — Iron Ore — Direct Reduced Iron (BHP)
Agreement Act 1996**

27. The Act amended

5 The amendments in this Part are to the *Iron Ore — Direct
Reduced Iron (BHP) Agreement Act 1996**.

[* Act No. 5 of 1996.]

28. Section 3 amended

Section 3 is amended as follows:

- 10 (a) at the end of the definition of “the Agreement” by
deleting the full stop and inserting a semicolon instead;
- (b) after the definition of “the Agreement” by inserting the
following definition —

“

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

”.

29. Section 5 inserted

After section 4 the following section is inserted —

20 “

5. First Variation Agreement

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

- (3) Without limiting or otherwise affecting the application of the *Government Agreements Act 1979*, the First Variation Agreement is to operate and take effect despite any other Act or law.

5

”.

30. Schedule 2 inserted

After Schedule 1 the following Schedule is inserted —

“

Schedule 2

10

[s. 5]

THIS AGREEMENT is made the 11th day of April 2000.

B E T W E E N :

THE HONOURABLE RICHARD FAIRFAX COURT B.Com., M.L.A.,
Premier of the State of Western Australia, acting for and on behalf of the said
15 State and its instrumentalities from time to time (hereinafter called "the State")
of the one part

AND

BHP DIRECT REDUCED IRON PTY. LTD. ACN 058 025 960 a company
incorporated in the State of Western Australia and having its principal office at
20 Level 18, 200 St, George's Terrace, Perth (hereinafter called "the Company") of
the other part.

W H E R E A S:

- (a) the State and the Company are the parties to the agreement ratified by the
Iron Ore-Direct Reduced Iron (BHP) Agreement Act 1996, which
25 agreement is hereinafter called "the Principal Agreement";
- (b) the State and the Company wish to vary the Principal Agreement.

NOW THIS AGREEMENT WITNESSES:

1. Subject to the context the words and expressions used in this Agreement
30 have the same meanings respectively as they have in and for the purpose
of the Principal Agreement.

s. 30

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 31 December 2000 or such later date as may be agreed between the parties hereto.
- 5 3. (1) The provisions of this Agreement other than this Clause and Clauses 1 and 2 shall not come into operation unless and until -
- (a) the Bill to ratify this Agreement as referred to in Clause 2; and
 - (b) Bills to ratify the following agreements of even date herewith, namely:-
- 10 (i) an agreement between the State and BHP Direct Reduced Iron Pty. Ltd. to vary the Iron Ore Beneficiation (BHP) Agreement;
- 15 (ii) an agreement between the State, BHP Minerals Pty. Ltd., CI Minerals Australia Pty. Ltd. and Mitsui Iron Ore Corporation Pty. Ltd. to vary the Iron Ore (Mount Goldsworthy) Agreement;
- 20 (iii) an agreement between the State and BHP Minerals Pty. Ltd., CI Minerals Australia Pty. Ltd. and Mitsui Iron Ore Corporation Pty. Ltd. to vary the Iron Ore (Marillana Creek) Agreement;
- (iv) an agreement between the State and BHP Iron Ore (Jimblebar) Pty. Ltd. to vary the Iron Ore (McCamey's Monster) Agreement;
- 25 (v) an agreement between the State and BHP Minerals Pty. Ltd., Mitsui-Itochu Iron Pty. Ltd. and CI Minerals Australia Pty. Ltd. to vary the Iron Ore (Mount Newman) Agreement; and
- 30 (vi) an agreement between the State and BHP Minerals Pty. Ltd., CI Minerals Australia Pty. Ltd. and Mitsui Iron Ore Corporation Pty. Ltd. to vary the Iron Ore (Goldsworthy-Nimingarra) Agreement
- are passed as Acts before 31 December 2000 or such later date if any as the parties hereto may agree upon.

- 5 (2) If before 31 December 2000 or such later agreed date the said Bills have not commenced to operate as Acts then unless the parties hereto otherwise agree this Agreement shall then cease and determine and no party hereto shall have any claim against any other party hereto with respect to any matter or thing arising out of, done, performed, or omitted to be done or performed under this Agreement.
- 10 (3) On the said Bills commencing to operate as Acts all the provisions of this Agreement shall operate and take effect notwithstanding the provisions of any Act or law.
4. The Principal Agreement is hereby varied with effect on and from the coming into operation of this agreement by deleting in Clause 33 "1998" and substituting the following -
"2000"
- 15 5. The Principal Agreement is hereby further varied with effect on and from the later of the coming into operation of the Water Agreement (as hereinafter defined) or the coming into operation of this agreement as follows -
- 20 (1) Clause 5(1)(f) -
by deleting "supply and".
- (2) Clause 12 -
- (a) by deleting the subclause designation (1); and
- (b) by deleting subclauses (2) to (10) inclusive.
- 25 (3) By inserting after Clause 12 the following clause -
"Water - Port Hedland
12A.(1)In this clause -
"Water Agreement" means an agreement entered into
between the Water Corporation (established pursuant to
section 4 of the Water Corporation Act 1995) and BHP Iron
30 Ore Pty. Ltd. ACN 008 700 981 as agent for BHP Direct
Reduced Iron Pty. Ltd. and the Mount Newman and Mount
Goldsworthy Mining Associates Joint Venturers in a form
approved by the Minister in relation to the supply of water
for, inter alia, the Joint Venturers' water requirements for the
35 purposes of this Agreement at Port Hedland;

s. 30

"Commencement Date", "Renewal Period", "Buyer" and "Default" have the same meanings respectively as they have in the Water Agreement.

- 5 (2) Notwithstanding any provision of the Water Agreement, the State shall ensure during the period from the Commencement Date until the later of the sixtieth (60th) anniversary of the Commencement Date or the end of the Renewal Period that (except where the Water Agreement is lawfully terminated because of the Buyer's Default) -
- 10 (a) the Waters and Rivers Commission (established by section 4 of the Waters and Rivers Commission Act 1995) will allocate water reserves sufficient to meet the quantities set out in the Water Agreement; and
- 15 (b) in the event of expiration of the Water Agreement the Coordinator of Water Services under the Water Services Coordination Act 1995 will impose a condition on any relevant licence to supply water in Port Hedland that the supplier is to supply BHP Iron
- 20 Ore Pty. Ltd. (as agent as aforesaid) with water on the same terms as those contained in the Water Agreement."
6. If the Water Agreement referred to in Clause 5 of this agreement shall not have come into operation by 1 January 2001, Clause 5 of this agreement
- 25 shall on that date cease and thenceforth have no effect.

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

SIGNED by THE HONOURABLE
RICHARD FAIRFAX COURT in
the presence of -

30 COLIN BARNETT
MINISTER FOR RESOURCES DEVELOPMENT

} RICHARD COURT

THE COMMON SEAL of **BHP DIRECT
REDUCED IRON PTY. LTD.** was } [C.S.]
hereunto affixed by authority }
of the Directors - }

STEFANO GIORGINI
Director
MICHAEL KNOWLES
5 Secretary

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