

**Queensland**



**Subordinate Legislation 1995 No. 26**

*Queensland Nickel Agreement Act 1970*

**QUEENSLAND NICKEL AGREEMENT  
VARIATION REGULATION 1995**

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**Short title**

1. This regulation may be cited as the *Queensland Nickel Agreement Variation Regulation 1995*.

**Approval for making proposed further agreement—Act, s 4**

2. The proposed further agreement set out in Schedule 1 is approved.<sup>1</sup>

**Consent to transfers—Act, Agreement cl 8**

3. Consent is given to the transfers mentioned in Schedule 2.

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<sup>1</sup> Under section 4(3) of the Act, the Minister must notify the date of the making of the further agreement by Gazette notice.

**SCHEDULE 1****AGREEMENT APPROVED**

section 2 of the regulation

AN AGREEMENT made the            day of            1995

BY AND BETWEEN: **THE STATE OF QUEENSLAND**

**AND**

**NICKEL RESOURCES NORTH QUEENSLAND PTY. LIMITED** (A.C.N. 010 865 880) for and on behalf of **NRNQ a limited partnership (formerly Nickel Resources North Queensland Pty. Limited and another)** a limited partnership formed under The laws of the State of Queensland and having its principal place of business at Level 32, Riverside Centre, 123 Eagle Street, Brisbane in the said State (which limited partnership is hereinafter referred to as “NRNQ”);

**AND**

**QNI RESOURCES PTY. LTD.** (A.C.N. 054 117 921) a company incorporated in the State of Queensland and having its registered office at Level 8, Waterfront Place, 1 Eagle Street, Brisbane in the said State (hereinafter referred to as “QNR”);

**AND**

## SCHEDULE 1 (continued)

**QNI METALS PTY. LTD.** (A.C.N. 066 656 175) a company incorporated in the State of Queensland and having its registered office at Level 8, Waterfront Place, 1 Eagle Street, Brisbane in the said State (hereinafter referred to as “QNM”).

**WHEREAS**

- A. MEQ Nickel Pty. Ltd. (“MEQ”) and Greenvale Queensland Nickel, Inc. (“GQN”) on 17 December 1970 entered into an Agreement with the State of Queensland relating to the exploitation of certain deposits of lateritic nickel ore in Queensland and the transport and treatment of such ore (which Agreement as varied by further Agreement made between the State of Queensland, MEQ and GQN and dated 11 November 1971, 9 May 1974, 29 July 1974, 25 September 1974 and 29 August 1975 and as further varied by an Agreement made between the State of Queensland, MEQ, GQN and NRNQ and dated 14 December 1988 and as further varied by an Agreement made between the State of Queensland, MEQ, GQN, NRNQ, varied by an Agreement made between the State of Queensland, MEQ, GQN, NRNQ, Australian Nickel Holdings Pty. Limited (“ANH”) and Yabulu Nickel Company Pty. Limited (“YNC”) and dated 28 June 1989 and as further varied by an Agreement made between the State of Queensland, MEQ, GQN, NRNQ, ANH, YNC and QNR and dated 30 June 1992 and as further varied by an Agreement made between the State of Queensland, NRNQ and QNR and dated 17 September 1992 is hereinafter referred to as “the Principal Agreement”);
- B. The Principal Agreement was authorised by the Queensland Nickel Agreement Act 1970–1988 (hereinafter referred to as the “the Principal Act”);
- C. QNR holds an eighty per centum (80%) interest, and NRNQ holds a twenty per centum (20%) interest, in the operations carried on pursuant

## SCHEDULE 1 (continued)

to the Principal Agreement;

- D. NRNQ is desirous of transferring on the date hereof a twenty per centum (20%) interest in the benefits and obligations under each of the Principal Agreement and Mining Lease No. ML1371 (formerly designated Special Mineral Lease No. 630) granted pursuant thereto to QNM;
- E. Section 4(1) of the Principal Act provides, inter alia, that the Principal Agreement may be varied pursuant to an agreement between the Premier of Queensland and the Companies with the approval of the Governor in Council by regulation;
- F. The making of this Agreement has been approved by the Governor in Council by regulation made on ( ) 1995;
- G. In consideration of the foregoing recitals the parties hereto desire to vary the Principal Agreement in the manner hereinafter set forth.

**NOW IT IS HEREBY AGREED** as follows:

- 1. The term “the Companies” wherever it appears in the Principal Agreement shall be deemed to refer to and include QNM.
- 2. Part VIII of the Principal Agreement is amended by deleting Clause 11 and substituting the following in its place:

“11. Nothing in this Agreement contained or implied shall constitute a partnership between the State and the Companies or any of them. Any right or liability of the Companies under this Agreement or any lease or

## SCHEDULE 1 (continued)

licence granted pursuant to the provisions of this Agreement is several and proportional to their respective interests being, at the date of the agreement approved by the Governor in Council by regulation made the ( ) day of ( ), 1995, eighty per centum (80%) as to QNI Resources Pty. Ltd. and twenty per centum (20%) as to QNI Metals Pty. Ltd.”.

3. The parties acknowledged that following the completion of the transfer to QNM of the 20% interest held by NRNQ in the operations carried on pursuant to the Principal Agreement NRNQ shall have no further right, title or interest under the Principal Agreement and shall be free of any further obligations under the Principal Agreement. QNM acknowledges that it has assumed all existing obligations of NRNQ under the Principal Agreement. NRNQ acknowledges to and covenants with each of the other parties to this Agreement that the Principal Agreement may be varied by the other parties to this Agreement in accordance with Clause 7 of Part I of the Principal Agreement and that no execution by or consent of NRNQ shall be necessary in respect of such variation.
4. This Agreement shall come into force on the date on which it is made.
5. QNM agrees to be bound by the provisions of the Principal Agreement, as amended by this Agreement, as if it had been a party to it.
6. These presents are supplemental to the Principal Agreement and, subject only to such modifications as may be necessary to make the Principal Agreement consistent with these presents, the Principal Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of these presents were inserted in the Principal Agreement by way of addition to it.

## SCHEDULE 1 (continued)

7. This Agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon the same instrument.
  
8. Each of the Attorneys executing this Agreement hereby respectively acknowledges that he has at the time of executing this Agreement no notice of the revocation of the power of attorney under the authority of which he executes this Agreement.

SCHEDULE 1 (continued)

**IN WITNESS WHEREOF** the parties have executed this Agreement on the day and year first above written.

**SIGNED by THE HONOURABLE WAYNE )**  
**GOSS, Premier of THE STATE OF )**  
**QUEENSLAND, for and on behalf of the said ) .....**  
 State in the presence of: ) **The Honourable Wayne Goss**

**THE COMMON SEAL of NICKEL )**  
**RESOURCES NORTH QUEENSLAND )**  
**PTY. LIMITED** was hereunto affixed )  
 pursuant to a resolution of the Board of ) .....

Directors and in the presence of: ) **Director**

**SIGNED by DR. WYNFORD DAVIES )**  
 a duly constituted Attorney of **QNI )**  
**RESOURCES PTY. LTD.** in the ) .....

presence of: ) **Dr Wynford Davies**

.....  
 Witness



SCHEDULE 1 (continued)

**SIGNED** by **Dr. WYNFORD DAVIES** )  
 a duly constituted Attorney of **QNI** )  
**METALS PTY. LTD.** in the ) .....  
 presence of: ) Dr Wynford Davies

.....  
 Witness

**SCHEDULE 2****TRANSFERS CONSENTED TO**

section 3 of the regulation

1. The transfer from Nickel Resources North Queensland Pty. Limited (A.C.N. 010 865 880) for and on behalf of NRNQ a limited partnership (formerly Nickel Resources North Queensland Pty. Limited and another a limited partnership) both formed under the laws of the State of Queensland and having its principal place of business at Level 32, Riverside Centre, 123 Eagle Street, Brisbane in the said State (which limited partnership is hereinafter referred to as “NRNQ”) to QNI Metals Pty. Ltd (ACN 066 656 175) (“QNM”) a company incorporated in the State of Queensland and having its registered office at Level 8, Waterfront Place, 1 Eagle Street, Brisbane in the said State (hereinafter referred to as “QNM”) of the rights and obligations of NRNQ under the Queensland Nickel Agreement to the extent contemplated in the agreement in Schedule 1.

2. The transfer from NRNQ to QNM of the rights, titles and interests of NRNQ in Mining Lease No. ML1371 (formerly designated Special Mineral lease No. 630, Charters Towers Mining District) to the extent contemplated in the agreement in Schedule 1.

## SCHEDULE 1 (continued)

## ENDNOTES

1. Made by the Governor in Council on 16 February 1995.
2. Notified in the Gazette on 17 February 1995.
3. Laid before the Legislative Assembly on . . .
4. The administering agency is the Treasury Department.

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