

Queensland



**CENTRAL QUEENSLAND
COAL ASSOCIATES
AGREEMENT VARIATION
BILL 1996**

Queensland



CENTRAL QUEENSLAND COAL ASSOCIATES AGREEMENT VARIATION BILL 1996

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1996

A BILL

FOR

**An Act to authorise the making of an agreement amending the
agreement made under the *Central Queensland Coal Associates
Agreement Act 1968***

*Central Queensland Coal Associates Agreement
Variation*

The Parliament of Queensland enacts—	1
Short title	2
1. This Act may be cited as the <i>Central Queensland Coal Associates Agreement Variation Act 1996</i> .	3 4
Making of agreement authorised	5
2.(1) The Premier is authorised, for the State, to make an agreement with the parties named in the agreement in the schedule.	6 7
(2) The agreement must be substantially in the form set out in the schedule.	8 9
(3) The Premier must notify the date of making the agreement by gazette notice.	10 11 12

SCHEDULE

1

AGREEMENT

2

section 2

3

AN AGREEMENT made the day of 1996 4

BETWEEN the Honourable ROBERT BORBIDGE in his capacity as the 5
Premier of Queensland, for and on behalf of the Government of the State of 6
Queensland of the first part 7

AND BHP AUSTRALIA COAL PTY LTD ACN 010 595 721 8
(formerly Utah Development Company), a company duly incorporated 9
according to law and having its registered office at Level 13, Riverside 10
Centre, 123 Eagle Street, Brisbane, Queensland (“BHPAC”) 11

MITSUBISHI DEVELOPMENT PTY LTD ACN 009 779 873, a 12
company duly incorporated according to law and having its registered office 13
at Level 22, Riverside Centre, 123 Eagle Street, Brisbane, Queensland 14
(“Mitsubishi”) 15

AUSTRALIAN MUTUAL PROVIDENT SOCIETY ARBN 008 387 16
371, a body corporate duly constituted according to law having its principal 17
office at A.M.P. Place, 10 Eagle Street, Brisbane, Queensland (“AMP”) 18

UMAL CONSOLIDATED LIMITED ACN 000 767 386 (formerly 19
Utah Mining Australia Limited), a company duly incorporated according to 20
law and having its registered office at Level 13, Riverside Centre, 123 Eagle 21
Street, Brisbane, Queensland (“UCL”) 22

BHP QUEENSLAND COAL LIMITED ARBN 010 506 073, a 23
company duly incorporated according to law and having its registered office 24
at Level 13, Riverside Centre, 123 Eagle Street, Brisbane, Queensland 25
(“BHPQ”) 26

QCT RESOURCES LIMITED ACN 010 808 705, a company duly 27
incorporated according to law and having its registered office at 10th Floor, 28
307 Queen Street, Brisbane, Queensland (“QRL”); and 29

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SCHEDULE (continued)

- QCT INVESTMENT PTY LTD ACN 010 487 831**, a company duly incorporated according to law and having its registered office at 8th Floor, 410 Queen Street, Brisbane, Queensland (“QCT Investment”); and
- QCT MINING PTY LTD ACN 010 487 840**, a company duly incorporated according to law and having its registered office at 8th Floor, 410 Queen Street, Brisbane, Queensland (“QCT Mining”) of the second part
- (hereinafter with their and each of their successors and permitted assigns referred to as “the Continuing Companies”); and
- PANCONTINENTAL COAL PTY LIMITED ACN 010 168 484**, a company duly incorporated according to law and having its registered office at Level 36, Gateway, 1 Macquarie Place, Sydney, New South Wales (“Pancontinental Coal”); and
- BOWEN BASIN MINERALS PROPRIETARY LIMITED ACN 010 636 174**, a company duly incorporated according to law and having its registered office at Level 36, Gateway, 1 Macquarie Place, Sydney, New South Wales (“Bowen Basin Minerals”) of the third part
- (hereinafter with their and each of their successors and permitted assigns referred to as “the Selling Companies”).
- WHEREAS:—**
- A.** Utah Development Company and Mitsubishi on the 28th day of January, 1969 entered into an agreement with the State of Queensland relating to the development of certain coal deposits in Queensland (which agreement as amended by further agreements made between the Honourable Johannes Bjelke-Petersen in his capacity as the Premier of Queensland, for and on behalf of the State of Queensland of the one part and Utah Development Company and Mitsubishi of the other part and dated 18th June, 1970, 11th June, 1971, 23rd October, 1973 and 27th May, 1976 and by further agreements made between the Honourable Johannes Bjelke-Petersen in his capacity as the Premier of Queensland, for and on behalf of the State of Queensland of the one part and Utah Development Company, Mitsubishi, AMP

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SCHEDULE (continued)

and UCL of the other part dated 1st February, 1977 and 16th February, 1984 and by further agreement made between the Honourable Johannes Bjelke-Petersen in his capacity as the Premier of Queensland, for and on behalf of the State of Queensland of the one part and Utah Development Company, Mitsubishi, AMP UCL, Pancontinental Mining Limited (“Pancontinental”), Bell Coal Pty Ltd (“Bell”), General Electric Minerals, Inc., UB Minerals, Inc. (“UB Minerals”), Bowen Basin Minerals, Inc., QCT Investment and QCT Mining of the other part dated 2nd April, 1984 and by further agreement made between the Honourable Johannes Bjelke-Petersen in his capacity as the Premier of Queensland, for and on behalf of the State of Queensland of the one part and BHPAC (then known as Utah Development Company Limited), Mitsubishi, AMP, UCL, Pancontinental, Bell, BHPQ (then known as Utah Queensland Coal Limited “UQCL”), UB Minerals, Bowen Basin Minerals, QCT Investment and QCT Mining of the other part dated 30th September, 1986 and by further agreement made between Theo Russell Cooper in his capacity as the Premier of Queensland, for and on behalf of the Government of the State of Queensland of the first part and BHPAC (then known as BHP-Utah Coal Limited “BUCL”), Mitsubishi, AMP, UCL, Pancontinental, BHPQ (then known as Utah Queensland Coal Limited), Bowen Basin Minerals, QCT Investment and QCT Mining of the second part and Bell and UB Minerals of the third part dated 27 September, 1989, and by a further agreement made between Wayne Keith Goss in his capacity as the Premier of Queensland, for and on behalf of the State of Queensland of the one part and BHPAC (then known as BHP Australia Coal Limited), Mitsubishi, AMP, UCL, BHPQ (then known as Utah Queensland Coal Limited), Bowen Basin Minerals, QCT Investment, QCT Mining, Pancontinental and Pancontinental Coal of the other part dated 30 November 1992 and by a further agreement made between Wayne Keith Goss in his capacity as the Premier of Queensland, for and on behalf of the State of Queensland of one part and BHPAC, Mitsubishi, AMP, UCL, BHPQC, Bowen Basin Minerals, QCT Investment, QCT Mining and Pancontinental Coal of the other part dated 16 May 1995 is referred to as “the Agreement”;

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SCHEDULE (continued)

B.	The Agreement was authorised by the Central Queensland Coal Associates Agreement Act 1968 (the “Principal Act”);	1 2
C.	By way of universal succession Utah Development Company has merged into BHPAC, a company incorporated in the State of Louisiana, United States of America and then known as Utah Development Company Limited with the consequence that BHPAC as the successor of Utah Development Company has all the assets and liabilities of Utah Development Company including its benefits and obligations under the Agreement, and pursuant to the Louisiana Business Corporation Law and the Companies (Queensland) Code, BHPAC (then known as Utah Development Company Limited) has transferred its place of incorporation to the State of Queensland.	3 4 5 6 7 8 9 10 11 12
D.	By way of universal succession General Electric Minerals, Inc. has merged into BHPQ (then known as Utah Queensland Coal Limited), a company incorporated in the State of Nevada, United States of America with the consequence that BHPQ as the successor of General Electric Minerals, Inc. has all the assets and liabilities of General Electric Minerals, Inc. including its benefits and obligations under the Agreement.	13 14 15 16 17 18 19
E.	By way of universal succession Bowen Basin Minerals, Inc., merged into Bowen Basin Minerals, a company incorporated in the State of Queensland, Australia with the consequence that Bowen Basin Minerals as the successor of Bowen Basin Minerals, Inc. has all the assets and liabilities of Bowen Basin Minerals, Inc. including its benefits and obligations under the Agreement.	20 21 22 23 24 25
F.	Bell and UB Minerals transferred their entire interests in the benefits and obligations under the Agreement to various of the Continuing Companies and Selling Companies in 1989.	26 27 28
G.	The interests held by the Continuing Companies and the Selling Companies in the operations carried on pursuant to the Agreement are as follows:—	29 30 31
	BHPAC	35.47% 32
	Mitsubishi	13.33% 33

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SCHEDULE (continued)

AMP	8.61%	1
UCL	0.75%	2
Pancontinental Coal	3.00%	3
BHPQ	8.50%	4
Bowen Basin Minerals	2.56%	5
QCT Investment	12.00%	6
QCT Mining	15.78%	7
H. Pancontinental Coal wishes to transfer its 3% interest in the benefits and obligations made under the Agreement (including its rights to or as the holder of a 3.00% interest in any lease, licence, easement, grant or other title granted to it pursuant thereto) to BHPAC, Mitsubishi and to QRL which has been nominated by QCT Mining and QCT Investments to take their shares of this percentage interest to be held by them respectively as follows:—		8 9 10 11 12 13 14
BHPAC	1.56475%	15
Mitsubishi	0.46403%	16
QRL	<u>0.97122%</u>	17
	3.00000%	18
I. Bowen Basin Minerals wishes to transfer its 2.56% interest in the benefits and obligations made under the Agreement (including its rights to or as the holder of a 2.56% interest in any lease, licence, easement, grant or other title granted to it pursuant thereto) to BHPAC, Mitsubishi and to QRL which has been nominated by QCT Mining and QCT Investments to take their shares of this percentage to be held by them respectively as follows:—		19 20 21 22 23 24 25
BHPAC	1.33525%	26
Mitsubishi	0.39597%	27
QRL	<u>0.82878%</u>	28
	2.56000%	29

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SCHEDULE (continued)

- J.** As a consequence of the transfers referred to in Recitals H and I the Continuing Companies and QRL will hold all of the interests in the operations carried on pursuant to the Agreement as follows:—
- | | | |
|----------------|--------|----|
| BHPAC | 38.37% | 4 |
| Mitsubishi | 14.19% | 5 |
| AMP | 8.61% | 6 |
| UCL | 0.75% | 7 |
| BHPQ | 8.50% | 8 |
| QCT Investment | 12.00% | 9 |
| QCT Mining | 15.78% | 10 |
| QRL | 1.80% | 11 |
- K.** Section 4(1) of the Principal Act, provides, inter alia, that the Agreement may be varied pursuant to agreement between the Premier of Queensland and the Companies (as defined in the Agreement being, as at the date of this Agreement, between the Continuing Companies and the Selling Companies) under the authority of any Act;
- L.** The making of this Agreement is authorised by the Parliament of the State of Queensland expressed in the Act entitled the “Central Queensland Coal Associates Agreement Variation Act 1996”;
- M.** In consideration of the foregoing recitals the parties hereto desire to vary the Agreement in the manner hereinafter set forth.
- NOW IT IS HEREBY AGREED as follows:—
- A.** QCT Resources Limited ACN 010 808 705, a body corporate duly constituted at law having its registered office at Level 10, 307 Queen Street, Brisbane, shall be added as a party and then the term “the Companies” wherever it appears in the Agreement shall be deemed to refer to and include the Continuing Companies and QRL and shall exclude the Selling Companies.

SCHEDULE (continued)

B. The Agreement shall be and is hereby varied by deleting Clauses 11 and 12 of Part IX and substituting the following in lieu thereof:—

“**11.** Nothing in this Agreement contained or implied shall constitute a partnership between the State and the Companies or any of them or between the Companies. Any right or liability of the Companies under this Agreement or any lease or licence granted pursuant to the provisions of this Agreement is several and proportional to their respective interests being thirty eight point three seven per centum (38.37%) as to BHP Australia Coal Pty Ltd, fourteen point one nine per centum (14.19%) as to Mitsubishi Development Pty Ltd, eight point six one per centum (8.61%) as to Australian Mutual Provident Society, zero point seven five per centum (0.75%) as to Umal Consolidated Pty Ltd, eight point five per centum (8.50%) as to BHP Queensland Coal Limited, twelve per centum (12%) as to QCT Investment Pty Ltd, fifteen point seven eight per centum (15.78%) as to QCT Mining Pty Ltd and one point eight per centum (1.80%) as to QCT Resources Limited.

12. The State shall grant any lease or licence pursuant to the provisions of this Agreement to the Companies as tenants in common in the proportions specified by the Companies in the application for any such lease or licence. Provided that if any such lease or licence is granted without any application therefor or if any such application does not specify the proportions then the grant shall be made to the Companies in the proportions of thirty eight point three seven per centum (38.37%) to BHP Australia Coal Pty Ltd, fourteen point one nine per centum (14.19%) as to Mitsubishi Development Pty Ltd, eight point six one per centum (8.61%) as to Australian Mutual Provident Society, zero point seven five per centum (0.75%) as to Umal Consolidated Pty Ltd, eight point five per centum (8.50%) as to BHP Queensland Coal Limited, twelve per centum (12%) as to QCT Investment Pty Ltd, fifteen point seven eight per centum (15.78%) as to QCT Mining Pty Ltd and one point eight per centum (1.80%) as to QCT Resources Limited.”

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SCHEDULE (continued)

- C.** These presents are supplemental to the Agreement and subject only to such modifications as may be necessary to make the Agreement consistent with these presents the 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 Agreement by way of addition thereto. 1
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- D.** Upon the making of this Agreement the provisions thereof shall have the force of law as though enacted in the *Central Queensland Coal Associates Agreement Variation Act 1996*. 7
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- E. (1)** This Agreement may be executed in two or more counterparts, one by the Premier of Queensland, and one or more than one by each of the Companies, together with such copies of the counterparts as the parties may require. It shall become binding upon all parties hereto and shall take immediate effect when, the Premier of Queensland having executed a counterpart, the Premier of Queensland is notified in the manner provided in paragraph (2) of this Clause that another counterpart or counterparts thereof has or have been executed by the Companies, notwithstanding that no exchange of counterparts has then occurred. 10
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- (2)** Notification pursuant to paragraph (1) hereof shall be made by letter or by facsimile from BHPAC addressed to: 20
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- The Honourable the Premier of Queensland, 22
Premier's Department, 23
Executive Building, 24
100 George Street, 25
Brisbane, Queensland 4000 26
- Facsimile No. 07 3221 1496 27
- and shall be effective, where given by letter, on delivery to the aforesaid address, or where given by facsimile, upon the date indicated on the facsimile transmission report. 28
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- (3)** Without prejudice to the full operation of the foregoing, the parties agree that, as soon as practicable after this Agreement becomes binding and takes effect, they will arrange for each of the counterparts 31
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*Central Queensland Coal Associates Agreement
Variation*

SCHEDULE (continued)

together with such copies of the counterparts as the parties may require to be executed by all parties hereto.	1 2
F. 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.	3 4 5 6
G. The parties to this Agreement agree that on and from the date when this Agreement takes effect each of the Selling Companies will be released and discharged from all those duties, obligations and liabilities it has under the Agreement except to the extent of its interest thereunder assigned by it to the Continuing Companies (other than UCL, BHPQ, QCT Investment, QCT Mining and AMP) but not otherwise.	7 8 9 10 11 12 13
IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinbefore written.	14 15
Signed by Premier of the State of Queensland, for and behalf of the said State in the presence of	} _____ 16 17 18
Signed by a duly constituted Attorney of BHP AUSTRALIA COAL PTY LTD in the presence of	} _____ 19 20 21
Signed by a duly constituted Attorney of MITSUBISHI DEVELOPMENT PTY LTD in the presence of	} _____ 22 23 24

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Variation*

SCHEDULE (continued)

Signed by			1
a duly constituted Attorney of	}		2
AUSTRALIAN MUTUAL			3
PROVIDENT SOCIETY in the			4
presence of			
Signed by			5
a duly constituted Attorney of UMAL	}		6
CONSOLIDATED PTY LTD in the			7
presence of			
Signed by			8
a duly constituted Attorney of BHP	}		9
QUEENSLAND COAL LIMITED in			10
the presence of			
Signed by			11
a duly constituted Attorney of QCT	}		12
RESOURCES LIMITED in the			13
presence of			
Signed by			14
a duly constituted Attorney of QCT	}		15
INVESTMENT PTY LTD in the			16
presence of			
Signed by			17
a duly constituted Attorney of QCT	}		18
MINING PTY LTD in the presence of			
Signed by			19
a duly constituted Attorney of	}		20
PANCONTINENTAL COAL PTY			21
LIMITED in the presence of			

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SCHEDULE (continued)

Signed by
a duly constituted Attorney of
BOWEN BASIN MINERALS
PROPRIETARY LIMITED in the
presence of

} _____

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