



Amoco Australia Pty. Limited Agreement Act 1961

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Queensland

Amoco Australia Pty. Limited Agreement Act 1961

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Amoco Australia Pty. Limited Agreement Act 1961

An Act with respect to an agreement between the State of Queensland and Amoco Australia Pty Limited; and for purposes incidental thereto

1 Short title

This Act may be cited as the *Amoco Australia Pty. Limited Agreement Act 1961*.

2 Execution of agreement authorised

The Minister for Labour and Industry is, and it is declared always was, hereby authorised to make, for and on behalf of the State of Queensland, with Amoco Australia Pty Limited, a company duly incorporated in the Australian Capital Territory, the agreement a copy of which is set out in the schedule (the *agreement*).

3 Agreement approved and ratified and to have force of law

The agreement is hereby approved and ratified and the provisions thereof shall have, and it is hereby declared always have had as from the date of the making thereof, the force of law as though the agreement were an enactment of this Act.

4 Variation of agreement

- (1) The agreement may be varied pursuant to agreement between the Minister for the time being administering this Act and the company with the approval of the Governor in Council by order in council, and no provision of the agreement shall be

varied nor the powers and rights of the company under the agreement be derogated from except in such manner.

- (2) Any purported alteration of the agreement not made and approved in such manner shall be void and of no legal effect whatsoever.
- (3) The Governor in Council may make any order in council provided for in this section, and may revoke any such order in council by another order in council which is not inconsistent with the agreement.

Schedule Agreement

Editor's note—

Consistent with the provisions of the Act, this schedule only contains the proposed agreement authorised to be entered into by the Act as originally enacted. It does not purport to be either the agreement actually entered into or that agreement as amended from time to time.

THIS AGREEMENT entered into this second day of February 1961 BETWEEN the STATE OF QUEENSLAND (hereinafter with its successors referred to as the "Government") and AMOCO AUSTRALIA PTY. LIMITED a Company duly incorporated in the Australian Capital Territory (hereinafter with its successors and assigns referred to as "Amoco") (such Company being a subsidiary of Amoco Holdings Pty. Limited which is a wholly owned subsidiary of Standard Oil Company, a United States Company incorporated in the State of Indiana);

WHEREAS, Amoco proposes to engage, *inter alia*, in the petroleum business in Australia and to erect and operate a petroleum refinery in Australia; and

WHEREAS, the Government desires to promote the industrialisation of the State of Queensland by encouraging the location of proposed industrial facilities in Queensland through the grant of certain inducements to selected business enterprises in the form of concessions and other aid;

NOW, therefore, in consideration of the premises and in consideration of the terms, covenants and conditions herein contained, the parties hereto hereby agree as follows:—

Definitions

1. Unless the context otherwise requires, the following definitions of certain terms herein used shall apply for the purposes of this Agreement:—
 - (a) "Contract Year"—The term contract year means a period of twelve (12) calendar months

commencing on the first day of July in a calendar year and ending at midnight on the thirtieth day of June in the next ensuing calendar year;

- (b) “Barrels”—As used herein, a barrel shall be equal to thirty-five (35) Imperial gallons at sixty degrees Fahrenheit (60°F);
- (c) “Barrels Per Stream Day”—The term barrels per stream day shall refer to the quantity of crude oil processed by the refinery in a continuous twenty-four (24) hour period;
- (d) “Petroleum Products”—The term petroleum products shall include motor spirits (petrol), aviation turbine fuels, kerosenes, diesel oils, furnace oils, liquefied petroleum gas, bitumen, lubricating oils and greases, and all other products derived directly or indirectly from crude oil through a refining process;
- (e) “Crude Oil” and “Petroleum”—The terms crude oil and petroleum shall refer to a mixture, consisting predominately of hydrocarbons, which may be processed or refined to yield petroleum products as defined in subparagraph (d) hereof;
- (f) “The Minister”—Means the Minister for Labour and Industry of the State of Queensland.

Refinery

- 2. (a) Amoco hereby agrees to construct a petroleum refinery in the State of Queensland with a minimum crude oil processing capacity of 15,000 barrels per stream day. Said refinery shall be designed to produce motor spirits (petrol), aviation turbine fuels, kerosenes, diesel oils, furnace oils, and such other products as Amoco may determine. Amoco shall commence commercial operation of the refinery not later than December 31, 1966. Amoco agrees to commence construction of the refinery within six (6) months after at least Two hundred and fifty (250) acres of any refinery site, selected by

Amoco pursuant to clauses 3(a), 3(c) or 3(d) hereof, have been reclaimed to a standard at least equivalent of that specified in clause 3(b) hereof, if so required to reclaim and will proceed with such construction with due despatch having due regard for soil conditions. Subject to the provisions of paragraph 8 hereof, Amoco will deliver to the Government within thirty (30) days after the date of commencement of construction of the Refinery as hereinbefore provided, a Construction Progress Schedule (hereinafter in this subparagraph referred to as "the Schedule") setting out details of the construction programme for the completion of the Refinery no later than December 31, 1966. If at any time during the course of construction of the Refinery Amoco fails to adhere to the Schedule (or to any revised Schedule substituted therefor with the consent of the Minister) the Government shall have the right of terminating this Agreement by notice in writing to that effect served upon Amoco in manner hereinafter provided and this Agreement shall thereupon be of no further force and effect: PROVIDED ALWAYS that Amoco shall be at liberty at all times to accelerate the construction of the Refinery in advance of any time factor stipulated in the Schedule (or revised Schedule). In the event that such reclamation is not completed within the time specified in clause 3(b) hereof, the date of completion of the Refinery shall be extended for a period corresponding to the period of any delay

- (b) If requested by Amoco, the Government will at the cost and expense of Amoco do all such acts, matters and things which the Government shall have power and authority so to do under or pursuant to the laws in force (without however issuing any direction in any such regard) as will enable Amoco to obtain site approval from the Brisbane City Council and all necessary easements, rights of way, licenses, permits or other authorisations which may be required to enable or permit Amoco to construct, maintain and operate said refinery and all necessary or appropriate pipe lines, sea lines, docks, wharves, and all other facilities necessary

to or appropriate for the said refinery, including the use of available water and the discharge of refinery effluent and waste water into the Brisbane River. The acquisition by Amoco of site approval and all such easements, rights of way, licenses, permits and other authorisations shall be a condition precedent to the further obligation of the parties hereunder.

Lease

3. (a) As soon as practicable after the execution hereof, Amoco will undertake a thorough engineering study of an area of Crown land containing approximately five hundred (500) acres on Bulwer Island near the City of Brisbane to determine whether said land is acceptable as a refinery site. Said land is outlined in red on the map attached hereto as Schedule "A" and hereby made a part hereof. In the event Amoco determines that said land is acceptable as a refinery site, Amoco shall have a continuing option of applying for and receiving from time to time a Special Lease or Leases under "*The Land Acts, 1910 to 1959*," and/or "*The Harbours Acts, 1955 to 1959*," covering such part or parts of such land with respect to which the reclamation work specified in paragraph 3(b) hereof is completed. Said lease or leases shall be for a term of at least thirty (30) years, shall grant to Amoco tenant rights with respect to all plant and equipment erected or placed on said land by Amoco, shall include the entire foreshore contiguous to such land, shall provide for an annual rent for the entire five hundred (500) acres not exceeding that set out in Schedule "B" hereinafter appearing, and shall contain such other provisions as may be mutually acceptable to the parties hereto. Said lease or leases shall also provide that Amoco may be permitted to sublease said land or parts thereof with the consent of The Honourable the Treasurer and/or The Honourable the Minister for Public Lands and Irrigation to other parties for the purpose of establishing petrochemical projects or other projects or industries which could be conveniently and

successfully carried on adjacent to a petroleum refinery. The grant of such lease or leases within a period of thirty (30) days after the date of the application or applications hereinabove mentioned, shall be a condition precedent to the further obligation of the parties hereunder.

- (b) In the event Amoco obtains a lease of Crown land in accordance with paragraphs 3(a) or 3(c) hereof, the Government hereby agrees to reclaim such land by filling to a reference level of at least twelve (12) feet above low water datum with a blend of sand and silt. Such blend shall contain as high a percentage of sand as reasonably practicable. At least two hundred and fifty (250) acres of such land shall be so reclaimed within a period of one (1) year after the grant of the first such lease. Thereafter, the remainder of any such leased land shall be so reclaimed at a rate of at least one hundred (100) acres per year until all such land has been reclaimed. The order of priority of reclamation of any such leased land shall be determined and designated by Amoco. The Government also agrees to do all in its power to facilitate the provision of light, power and water facilities to the boundary line of any refinery site elected by Amoco.
- (c) It is hereby agreed that in the event Amoco determines that the land referred to in subparagraph (a) hereof is unacceptable as a refinery site, Amoco may apply to the Government for a Special Lease under “*The Land Acts, 1910 to 1959,*” and/or “*The Harbours Acts, 1955 to 1959,*” with respect to other Crown land in or around the City of Brisbane and Moreton Bay which may be suitable as a site for said refinery. In such event, said lease shall contain the same provisions, except for the amount of rent, mentioned with respect to the lease or leases referred to in subparagraph (a) hereof.
- (d) It is understood that in the event Amoco determines that land other than that mentioned in subparagraphs (a) and (c) hereof should be obtained as a site for the said refinery, Amoco may make its own private arrangements

- for the purchase or use of such land for refinery purposes, or apply for a Special Lease of Crown Land located elsewhere in the State of Queensland.
- (e) The rents in respect of all leases to be obtained by Amoco under or in pursuance of this Agreement shall be payable semi-annually in advance to the Under Treasurer, Treasury Department of the State of Queensland.
- (f) In the event of Amoco exercising its right of election hereunder to obtain a title in fee-simple to any of the lands the subject of the said lease or leases, all purchase money payable by Amoco in respect of such purchase shall be paid to the said Under Treasurer.
- (g) Every lease obtained by Amoco under or in pursuance of this Agreement shall be and be deemed to be a lease of that particular class under and within the meaning of "*The Land Acts, 1910 to 1959,*" and/or "*The Harbours Acts, 1955 to 1959,*" as the case may require and the provisions of those Acts (save and except as varied or modified by the provisions of this Agreement) shall apply to every such lease so far as the same are applicable: PROVIDED HOWEVER that wherever reference is made in any of the provisions of the said Acts to the Minister the reference shall for the purposes of any such lease be and be deemed to be the Minister charged with the administration of "*The Harbours Acts, 1955 to 1959,*" instead of the Minister for Public Lands and Irrigation.
4. Notwithstanding anything to the contrary contained in "*The Land Acts, 1910 to 1959,*" or "*The Harbours Acts, 1955 to 1959,*" or in any other Act, Amoco shall be entitled at its election after the commencement of commercial operation of the refinery to obtain a Perpetual Lease or to purchase the fee-simple of the Crown Land referred to in paragraphs 3(a) or 3(c) or 3(d) of this Agreement in pursuance of the provisions of the former Acts.

Product supply

5. (a) From the date of commencement of commercial operation of the refinery to the next succeeding first day of July and for a period of ten (10) full contract years thereafter, Amoco shall have the exclusive option to supply to the Government, including all departments, agencies, organisations and instrumentalities thereof other than local governmental authorities, all of its requirements for motor spirits (petrol), aviation turbine fuels, lighting kerosene, power kerosene, automotive diesel oil, industrial diesel oil, furnace (fuel) oils, liquefied petroleum gas, bitumen lubricating oils and greases, and all other petroleum products in all cases from its own refinery unless otherwise agreed, excepting therefrom that portion of the Government's requirements for bitumen which the Government is obligated to purchase during the remaining original term of that certain agreement, dated sixteenth day of March, 1954, between the Government as Purchaser, and Queensland Refineries Pty. Limited as Vendor. The question of the possibility of Queensland Refineries Pty. Limited sharing any portion of the first 15,000 long tons of the Government's requirements for bitumen during any contract year has been discussed and Amoco appreciates that the Government could at the termination in 1965 of the aforementioned agreement with Queensland Refineries Pty. Limited prefer that some portion of the said 15,000 long tons of bitumen be purchased from Queensland Refineries Pty. Limited. After the date of commencement of commercial operation of the refinery or the date of expiration of the said agreement with Queensland Refineries Pty. Limited, whichever is the later, the Government may at its discretion in subsequent years purchase from that Company bitumen in quantities abating by one thousand (1,000) long tons per year on a base of seven thousand five hundred (7,500) long tons in the first of such years. In the event of any suspension in the sale and purchase of petroleum products, as referred to in paragraph 8(a) hereof, arising out of or resulting from any of the

reasons or causes mentioned therein, the supply period herein mentioned shall be extended for a further period or periods corresponding in length to the period or periods during which any such suspension occurs.

- (b) In order to permit the Government to arrange its affairs, Amoco agrees to give to the Government eighteen (18) months' prior written notice of the approximate date of commencement of commercial operation of the refinery. Amoco shall give to the Government at least ninety (90) days' prior written notice specifying the first day of a calendar month, which day shall be considered for all purposes under this contract to be the date of commencement of commercial operation of the refinery. Within thirty (30) days after the receipt of such notice, the Government shall notify Amoco in writing of its estimated monthly requirements for, and the specifications of, the petroleum products mentioned in subparagraph (a) thereof, with respect to that period between the date of commencement of commercial operation of the refinery and the next succeeding first day of July. Thereafter, during the month of May of each contract year, the Government shall notify Amoco in writing of its estimated monthly requirements for, and the specifications of, such petroleum products with respect to the next contract year. Within thirty (30) days after receipt of the estimates provided for herein, Amoco shall notify the Government in writing of its election to supply all or any specified portion of such requirements.
- (c) Government requirements for petroleum products shall be delivered in instalments of reasonable quantities and the Government shall place orders for petroleum products with Amoco through the appropriate governmental departments and agencies at least thirty (30) days prior to the date delivery is requested. Such orders shall specify the product, quantity, specifications, date of delivery, and place of delivery. The place of delivery shall be at the refinery or such other place or places within the State of Queensland as such

governmental departments and agencies shall from time to time require.

- (d) The price for petroleum products ex refinery to be supplied in bulk hereunder shall be such price as is fixed from time to time by Amoco: PROVIDED HOWEVER that any such price shall not exceed by more than five per cent. the average price then being charged by other petroleum companies in the capital cities of the other four mainland States of the Commonwealth of Australia to the respective Governments of those States for the same product refined in Australia and having similar specifications. In the event of the Government or any of its departments or agencies requiring delivery of any petroleum product otherwise than in bulk at the refinery, Amoco shall be entitled to charge, in addition to the price provided for in the preceding sentence, a reasonable amount for drums or other packaging, storage, handling, freight, and other charges and expenses incurred.
- (e) Amoco shall forward invoices in respect of each delivery of petroleum products to the governmental department or agency which ordered the same and, subject to the conformance of such delivery to the prescribed specifications, the Government shall pay or cause to be paid the amount shown thereon in Australian currency, Brisbane, within fifteen (15) days after the expiration of the month for which such invoice has been rendered.

Establishment aid

- 6. In addition to the provisions hereof relating to the purchase of petroleum products, the Government hereby agrees as follows:—
 - (a) Prior to the date of commencement of commercial operation of the refinery, the Government, at its sole risk and expense, shall cause dredging operations to be undertaken and completed so as to provide an entrance channel one thousand feet

Schedule

(1,000') in width to a depth of forty-five feet (45') at low water spring tide in what is known as the North-West Channel of Moreton Bay and within the rest of the said Bay a channel one thousand feet (1,000') wide and a swinging basin two thousand feet (2,000') in diameter both to a depth of forty-two feet six inches (42' 6") low water spring tide to permit the discharge of crude oil into the sea line or lines leading to the refinery at a point of discharge to be within the swinging basin located approximately in the area outlined in red on the sketch plan hereunto annexed as Schedule "C". Such dredging operations shall be completed at least one hundred and twenty (120) days prior to the date of commencement of commercial operation of the refinery and thereafter said channels and swinging basin will be maintained at the depths as herein stipulated. In the event the Government determines within a period of six (6) months after the execution hereof that such dredging operations cannot be accomplished by the use of suction dredging equipment the Government may notify Amoco in writing within such period of its inability to carry out such dredging operations as previously set forth herein, and immediately upon the giving of such notice the Government shall be released from its undertaking to perform the dredging operations hereinbefore in this subparagraph of this Agreement provided. Within a period of thirty (30) days after the date of service of such notice Amoco may elect to terminate this agreement by notice in writing without further liability to either party.

- (b) The Government hereby agrees with Amoco that notwithstanding anything to the contrary contained in "*The Harbours Acts, 1955 to 1959*," or in any regulation gazetted thereunder, harbour dues payable to The Corporation of the Treasurer of the State of Queensland (or any statutory successor) during the currency of this Agreement and of any

extension thereof as hereinafter provided with respect to all vessels delivering crude oil to or receiving petroleum products from the refinery, shall be calculated at the rate and in the manner following that is to say:—

- (1) On all crude oil imported through the sea line or lines leading to the refinery for refinery use fifty per centum (50%) of the harbour dues fixed from time to time for motor spirits (petrol) imports to the Port of Brisbane: PROVIDED HOWEVER that such rate shall not exceed by more than five per centum (5%) the simple average of harbour dues levied and paid at the relevant times in respect of crude oil imports to the refineries at Matraville and Kurnell in the State of New South Wales, Geelong in the State of Victoria, and Noarlunga in the State of South Australia;
- (2) On all crude oil imported through the sea line or lines leading to the refinery for other than refinery use eighty per centum (80%) of the harbour dues fixed from time to time for crude oil imports to the Port of Brisbane;
- (3) No harbour dues shall be payable by Amoco on its export of refinery products derived from crude oil arriving by sea;
- (4) At the conclusion of each year's commercial operation of the refinery, Amoco shall provide the Government with all such particulars and information as the Under Treasurer, Department of the Treasury shall require for that year concerning the following:—
 - (i.) Total intake of crude oil at the refinery;
 - (ii.) Total sales of crude oil to merchant trade;
 - (iii.) Amount of crude oil for refinery uses;

(iv.) Total exports of refinery products.

If it is found that in any particular year the percentage of refinery production exported by Amoco exceeds fifty per centum (50%) all harbour dues paid by Amoco on the import of crude oil for refinery use equivalent to such excess shall be refunded by the Government to Amoco;

- (5) For the purposes of this paragraph of this Agreement the words "harbour dues" shall have the meaning ascribed to them by "*The Harbours Acts, 1955 to 1959.*";
- (6) Except as expressly provided by this paragraph of this Agreement this Agreement shall not be deemed to confer any exemption upon Amoco from any harbour dues payable in pursuance of the provisions of "*The Harbours Acts, 1955 to 1959.*"

IT IS HEREBY EXPRESSLY AGREED AND DECLARED by and between the parties hereto that the concession granted Amoco by the Government in relation to harbour dues as hereinbefore in this paragraph set out shall continue in force during the currency of this Agreement and of any renewal thereof for as long as Amoco shall obtain all of its supplies of crude oil by carriage by sea. Should Amoco obtain supplies of crude oil in any other manner howsoever than by carriage by sea the provisions of this paragraph of this Agreement shall immediately thereupon be determined and become of no force and effect and the parties hereto shall enter into fresh negotiations to determine the harbour dues to be paid by Amoco during the balance of the term (including any renewal thereof) of this Agreement.

- (c) To the extent of its power and authority so to do under or pursuant to the laws for the time being in

force the Government shall give to Amoco its assistance in the development and acquisition of other potential markets for furnace (fuel) oils, other petroleum products and other products which may be produced by Amoco.

- (d) In order to aid the refinery in achieving an economic processing volume, the Government hereby agrees to use its good offices to prevent any and all future state-imposed prohibitions against construction and operation by Amoco of service stations and other petrol outlets in the State of Queensland.

Petrochemicals

7. Amoco hereby agrees after the execution hereof to study and investigate the possibilities of establishing, alone or in conjunction with other parties, petrochemical projects or other projects or industries which could be conveniently and successfully carried out adjacent to a petroleum refinery.

Force majeure

8. The performance by either party of the terms, covenants and conditions herein contained is subject to and is contingent upon events, happenings or contingencies which interfere with the performance of such terms, covenants and conditions and which, in the absence of fault or negligence on the part of either party, are beyond the reasonable control of either party, including but not restricted to accidents, acts of God, weather and conditions arising therefrom, insurrection, rebellion, revolution, civil war, martial law, state of siege, hostilities, war and conditions arising therefrom (whether declared or undeclared), acts of enemies or belligerence, sabotage, strikes, boycotts, lockouts and other labor difficulties, riot, fire, earthquake, flood, storm, lightning, epidemic, quarantine restrictions, the declaration or existence of a national emergency

(whether in fact or in law), perils of navigation; acts or requests of any Government or governmental authority having control over crude oil, the components thereof or the transportation thereof; accidents, breakdown, injury to or expropriation or confiscation of any producing, manufacturing, selling or delivery facilities; exhaustion or unavailability of supplies for any reason, inability for reasons beyond the control of either party to secure labor or adequate supplies of materials, machinery or equipment; delays in delivery of crude oil; partial or total interruption, loss or shortage of transportation facilities, failure of carriers to transport or furnish transportation facilities; inability to obtain, or the revocation or suspension of any of the easements, rights of way, licenses, permits or other authorisations mentioned in paragraph 2(b) hereof; interference, restriction, prohibition, limitation or prevention by legislation, regulation, decree, order, request, or any other act or omission of any governmental authority or any agency, instrumentality or political subdivision thereof, including any court of competent jurisdiction; and upon the occurrence of any one or more of such events, the party so affected shall not be liable to the other for delay or failure to perform and observe the terms, covenants and conditions herein contained during such periods as it is unable so to do: PROVIDED HOWEVER that if for any such reason Amoco is unable to supply petroleum products to the Government during any such period, the Government shall be entitled to purchase petroleum products sufficient for its immediate needs from other suppliers, and any obligation of Amoco and the Government to sell and purchase the petroleum products referred to in paragraph 5 hereof shall be temporarily suspended during such periods.

Notice

- 9.** All notices and other writings required or appropriate to be given under the provisions of this Agreement shall be deemed to be properly served if delivered in writing

personally or sent by registered post to the Government, addressed to the Minister, or to Amoco, addressed to its managing director in care of Messrs. Trout, Bernays & Tingle, 329 Adelaide Street, Brisbane, or to such other persons and addresses as each party shall from time to time designate in writing to the other, and any such notice or other writing sent by registered post shall unless the contrary be proved be deemed to have been so given when it would have been delivered in the ordinary course of post.

Waiver

10. No waiver, or omission by either party to require the performance by the other of any of the terms, covenants or conditions of this Agreement nor any other forbearance or indulgence granted or shown by either party to the other shall release, discharge, or in any manner affect or prejudice the right of a party at any time to require strict and full performance by the other of any or all of the terms, covenants or conditions to be observed or performed hereunder.
11. This Agreement is made subject to the approval and ratification by the Parliament of the State of Queensland expressed in an Act to be passed during the sittings of Parliament to be held immediately following the execution hereof. If the Act is not so passed this Agreement shall not operate and neither of the parties hereto shall have any claim against the other with respect to anything arising out of this Agreement.

If Parliament shall pass the Act hereinbefore in this paragraph referred to, any subsequent withdrawal of such approval and ratification by Parliament or any future Parliament shall not affect the rights and privileges acquired by or obligations undertaken by Amoco under and in pursuance of this Agreement.
12. This Agreement may be varied pursuant to agreement between the Government and Amoco with the approval of the Governor in Council by Order in Council and no

provision of this Agreement shall be varied nor shall the powers and rights of Amoco hereunder be derogated from except in such manner.

13. The law of this Agreement shall be the law of the State of Queensland.

Authority

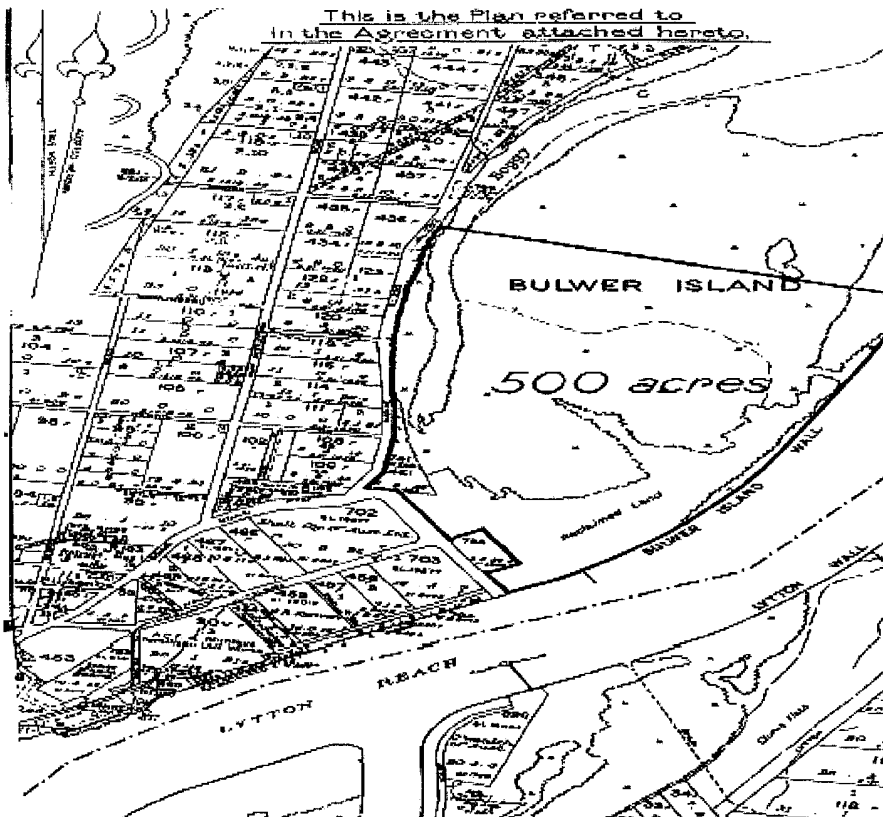
14. (a) This Agreement has been executed on behalf of the Government by The Honourable Kenneth James Morris, as Minister for Labour and Industry, and as the duly authorised agent of the State of Queensland, in accordance with authority granted by the Executive Council. Concurrent with the execution hereof, the Government has delivered to Amoco a certified copy of a resolution of the Executive Council setting forth such approval and authorising the execution of this Agreement.
- (b) This Agreement has been executed on behalf of Amoco by its managing director pursuant to a resolution passed at a meeting of directors on the second day of February, 1961, and in pursuance of the powers vested in the directors under the company's Memorandum and Articles of Association.
15. Notwithstanding anything herein contained the said The Honourable Kenneth James Morris shall not incur or be considered to incur or to have incurred any personal liability hereunder in respect of himself, his heirs, executors or administrators or his or their estate but the whole liability hereunder shall be upon the Government only.
16. This Agreement will expire on the Thirty-first day of December, 1996, unless Amoco by notice in writing given to the Government not later than the Thirty-first day of December, 1994, requires the Agreement extended for such further period not exceeding twenty (20) years as the company may nominate in such notice, and the Agreement, save for the right of renewal, shall thereupon be extended accordingly.

Editor's note—

Amoco gave written notice to the government requiring the agreement to be extended for a further 20 years.

THE SCHEDULES HEREINBEFORE REFERRED TO
SCHEDULE A

Map as mentioned and referred to in paragraph 3(a) herein.

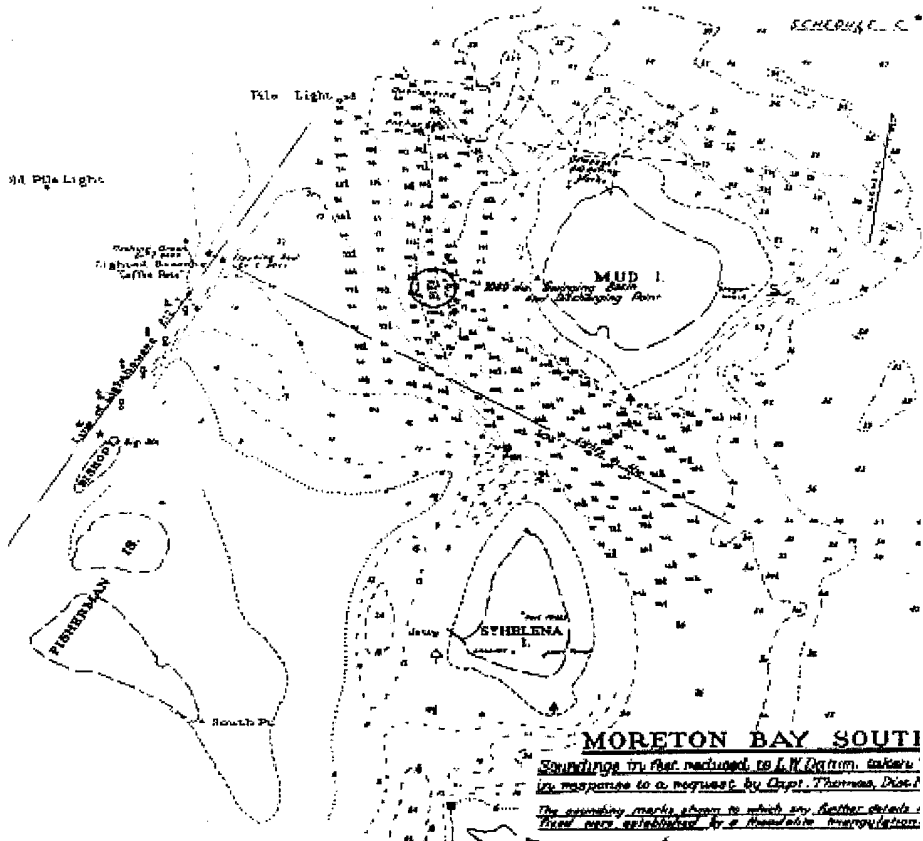


SCHEDULE B

Rental for first period of 4 years.....£4,000 per annum
Rental for second period of 3 years£6,000 per annum
Rental for third period of 3 years.....£12,000 per annum
Rentals for fourth and fifth periods each of 10 years to be determined by
the Land Court.

SCHEDULE C

Map as mentioned and referred to in paragraph 6(a) herein.



IN WITNESS WHEREOF the parties hereunto have caused this instrument to be executed on the day and year appearing in the first unnumbered paragraph hereof.

SIGNED by KENNETH JAMES MORRIS, the Minister for Labour and Industry of the State of Queensland for and on behalf of the said State in the presence of

KEN. J. MORRIS

FRANK NICKLIN

THE COMMON SEAL of AMOCO AUSTRALIA PTY LIMITED was hereto affixed by F. McKINLEY BLOUGH, Managing Director, in the presence of

F. McKINLEY BLOUGH

GEORGE M. WATTERS,

Director and Secretary.