

CABINET MINUTE

BRISBANE, 10 / 3 / 1986

DECISION NO.

48243

SUBJECT: Central Queensland Coal Associates Agreement.

(Submission No. 43493)

30 Copies Received at 3.30

a.m.
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6 / 3 / 1986

Sir John Belke-Petersen

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CIRCULATION DETAILS

1	GOVERNOR		21	Decision File	
2	SIR JOH BJELKE-PETERSEN	9	22	9	
3	MR. GUNN	9	23	9	30 Copy of relevant submission attached
4	MR. HINZE		24	9	29 Copy of relevant submission attached
5	MR. WHARTON	9	25	9	28 Copy of relevant submission attached
6	MR. GIBBS	9	26	9	27 Copy of relevant submission attached
7	MR. AHERN		27	9	
8	MR. LANE	9	28		
9	MR. GLASSON		29		
10	MR. AUSTIN		30		
11	MR. POWELL		31		
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RESTRICTED
CABINET MINUTE

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Copy No. _____

Brisbane, 10th March, 1986

Decision No. 48243

Submission No. 43493

TITLE: Central Queensland Coal Associates Agreement.

CABINET decided:-

That approval be granted for the introduction of a Bill, in accordance with Draft No. 1 attached to the Submission, such introduction to be conditional upon the Queensland Coal Trust's approval of the proposed sale.

CIRCULATION: Premier's Department and copy to Premier and Treasurer.
Parliamentary Counsel.
Treasury Department and copy to Minister.
Department of Mines and copy to Minister.
Department of Railways and copy to Minister.
The Honourable the Leader of the House.
All other Ministers for perusal and return.

Certified True Copy



Secretary to Cabinet.



FOR CABINET

CENTRAL QUEENSLAND COAL ASSOCIATES AGREEMENT

1. Cabinet by Decision No. 48154 of 24th February, 1986, approved the preparation of a Bill to amend the Central Queensland Coal Associates Agreement Act to authorise the Honourable the Premier to execute, with the Companies concerned, an agreement to amend the Central Queensland Coal Associates (CQCA) Agreement. The amendment is to reflect the proposed sale by the Utah Group of a 3.25 per cent equity interest in the mines covered by the CQCA Agreement to the Queensland Coal Trust (QCT).
2. In accordance with Cabinet's direction, a draft Bill has been prepared and a copy is attached. Also attached is a copy of the Schedule being the proposed amendment to the CQCA Agreement. The Schedule is based on a draft agreement prepared by Utah Development Company Limited. The Solicitor-General's Office has raised no objection to the proposed agreement.
3. Ministers will recall that the proposed sale will be effective from the close of business on 23rd March, 1986, with settlement on 25th March, 1986. It is a condition precedent to the sale that the Honourable the Premier and the Companies execute the proposed agreement to amend the CQCA Agreement to reflect the changed ownership. Utah Development Company Limited has advised that QCT's formal approval of the proposed sale will not be available until about 1 p.m. on 17th March, 1986, following a QCT Unit Holders' Meeting scheduled for 12.00 noon on that day. Thus, in order to meet the Companies' timetable, it is necessary that the submission of the draft Bill to Parliament be conditional upon QCT's approval of the proposed sale.
4. It is therefore recommended that approval be granted for the introduction of a Bill in accordance with the draft attached to this Submission, such introduction to be conditional upon the Queensland Coal Trust's approval of the proposed sale.

J. BJELKE-PETERSEN,
PREMIER & TREASURER.

Brisbane.

7th March, 1986.

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CONFIDENTIAL

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Premier's Department

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Draft No. 1

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1986

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A BILL

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With respect to the authorization of an agreement to be
entered into for and on behalf of the State of
Queensland with others amending the agreement made
and subsequently amended pursuant to the Central
Queensland Coal Associates Agreement Act 1968

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—BILLS1 BPRE655551 03-05-86 13-34-11—

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Central Queensland Coal Associates Agreement (Amendment) Bill—2

BE IT ENACTED by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Assembly of Queensland in Parliament assembled, and by the authority of the same, as follows:—

1. Short title. (1) This Act may be cited as the *Central Queensland Coal Associates Agreement (Amendment) Act 1986*.

2. Making of Agreement authorized. (1) The Premier of Queensland is hereby authorized to make, for and on behalf of the State of Queensland, with the other parties named in the agreement, an agreement substantially in accordance with the form of agreement set out in the Schedule.

(2) The date of the making of the agreement shall be notified by Proclamation.

SCHEDULE

AGREEMENT FURTHER VARYING

1969 CQCA AGREEMENT

An agreement made the day of
One thousand nine hundred and eighty-six,

BETWEEN the Honourable JOHANNES BJELKE-PETERSEN in his capacity as the Premier of Queensland, for and on behalf of the Government of the State of Queensland of the one part

AND UTAH DEVELOPMENT COMPANY LIMITED, a company duly incorporated according to law and having its registered office at 20th Floor, 167 Eagle Street, Brisbane in the said State (hereinafter referred to as "UDCL");

MITSUBISHI DEVELOPMENT PTY. LTD., a company duly incorporated according to law and having its registered office at 127 Creek Street, Brisbane aforesaid (hereinafter referred to as "Mitsubishi");

AUSTRALIAN MUTUAL PROVIDENT SOCIETY, a body corporate duly constituted according to law having its registered office at A.M.P. Place, 10 Eagle Street, Brisbane aforesaid (hereinafter referred to as "AMP");

UMAL CONSOLIDATED LIMITED (formerly Utah Mining Australia Limited), a company duly incorporated according to law and having its registered office at 20th Floor, 167 Eagle Street, Brisbane aforesaid (hereinafter referred to as "UCL");

PANCONTINENTAL MINING LIMITED, a company duly incorporated according to law and having its registered office at A.M.P. Place, 10 Eagle Street, Brisbane aforesaid (hereinafter referred to as "Pancontinental");

Central Queensland Coal Associates Agreement (Amendment) Bill—3

BELL COAL PTY. LTD., a company duly incorporated according to law and having its registered office at 1816 Ipswich Road, Rocklea, Brisbane aforesaid (hereinafter referred to as "Bell");

UTAH QUEENSLAND COAL LIMITED, a company duly incorporated according to law and having its registered office at 18th Floor, 260 Queen Street, Brisbane aforesaid (hereinafter referred to as "UQCL");

UB MINERALS, INC., a company duly incorporated according to law and having its registered office at 18th Floor, 260 Queen Street, Brisbane aforesaid (hereinafter referred to as "UB Minerals");

BOWEN BASIN MINERALS PROPRIETARY LIMITED, a company duly incorporated according to law and having its registered office at 18th Floor, 260 Queen Street, Brisbane aforesaid (hereinafter referred to as "Bowen Basin Minerals");

QCT INVESTMENT PTY. LTD., a company duly incorporated according to law and having its registered office at 17th Floor, T & G Building, Queen and Albert Streets, Brisbane aforesaid (hereinafter referred to as "QCT Investment"); and

QCT MINING PTY. LTD., a company duly incorporated according to law and having its registered office at 17th Floor, T & G Building, Queen and Albert Streets, Brisbane aforesaid (hereinafter referred to as "QCT Mining")

of the other part (hereinafter with their and each of their successors and permitted assigns referred to as "the Companies").

WHEREAS:—

- (i) 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 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, Bell, General Electric Minerals, Inc., UB Minerals, Bowen Basin Minerals, Inc., QCT Investment and QCT Mining of the other part dated 2nd April, 1984 is hereinafter referred to as "the Agreement");

(ii) The Agreement was authorised by the *Central Queensland Coal Associates Agreement Act 1968-1986* (hereinafter referred to as "the Principal Act");

(iii) By way of universal succession General Electric Minerals, Inc. has merged into UQCL, a company incorporated in the State of Nevada, United States of America with the consequence that UQCL 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;

(iv) By way of universal succession Bowen Basin Minerals, Inc. has merged into Bowen Basin Minerals, a company incorporated in the State of Louisiana, United States of America 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;

(v) By way of universal succession Utah Development Company has merged into UDCL, a company incorporated in the State of Louisiana, United States of America with the consequence that UDCL 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 UDCL has transferred its place of incorporation to the State of Queensland;

(vi) The interests held by the Companies in the operations carried on pursuant to the Agreement are as follows:—

UDCL	31.00%
Mitsubishi	12.00%
AMP	7.75%
UCL	4.00%
Pancontinental	3.00%
Bell	5.00%
UQCL	8.50%
UB Minerals	5.00%
Bowen Basin Minerals	2.00%
QCT Investment	12.00%
QCT Mining	9.75%

(vii) UCL desires to transfer a 3.25% interest in the benefits and obligations made under the Agreement (including its rights to or as the holder of a 3.25% interest in any lease, licence, easement, grant or other title granted to it pursuant thereto) to QCT Mining;

(viii) 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 under the authority of any Act;

Central Queensland Coal Associates Agreement (Amendment) Bill—5

- (ix) 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 (Amendment) Act 1986*".
- (x) 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. The term "the Companies" wherever it appears in the Agreement shall be deemed to refer to and include UDCL, Mitsubishi, AMP, UCL, Pancontinental, Bell, UQCL, UB Minerals, Bowen Basin Minerals, QCT Investment and QCT Mining.

- 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 license granted pursuant to the provisions of this Agreement is several and proportional to their respective interests being thirty one per centum (31%) as to Utah Development Company Limited, twelve per centum (12%) as to Mitsubishi Development Pty. Ltd., seven and seventy-five one hundredths per centum (7.75%) as to Australian Mutual Provident Society, seventy five one hundredths per centum (0.75%) as to Umal Consolidated Limited, three per centum (3%) as to Pancontinental Mining Limited, five per centum (5%) as to Bell Coal Pty. Ltd., eight and fifty one hundredths per centum (8.50%) as to Utah Queensland Coal Limited, five per centum (5%) as to UB Minerals, Inc., two per centum (2%) as to Bowen Basin Minerals Proprietary Limited, twelve per centum (12%) as to QCT Investment Pty. Ltd. and thirteen per centum (13%) as to QCT Mining Pty. Ltd.

12. The State shall grant any lease or license 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 license: Provided that if any such lease or license 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 one per centum (31%) as to Utah Development Company Limited, twelve per centum (12%) as to Mitsubishi Development Pty. Ltd., seven and seventy-five one hundredths per centum (7.75%) as to Australian Mutual Provident Society, seventy five one hundredths per centum (0.75%) as to Umal Consolidated Limited, three per centum (3%) as to Pancontinental Mining Limited, five per centum (5%) as to Bell Coal Pty. Ltd., eight and fifty one hundredths per centum (8.50%) as to Utah Queensland Coal Limited, five per centum (5%) as to UB Minerals, Inc., two per centum (2%) as to Bowen Basin Minerals Proprietary Limited, twelve per centum (12%) as to QCT Investment Pty.

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87 Ltd. and thirteen per centum (13%) as to QCT Mining Pty.
88 Ltd.”.

89 C. These presents are supplemental to the Agreement and subject only
90 to such modifications as may be necessary to make the Agreement
91 consistent with these presents the Agreement shall remain in full
92 force and effect and shall be read and construed and be enforceable
93 as if the terms of these presents were inserted in the Agreement
94 by way of addition thereto.

95
96 D. Upon the making of this Agreement the provisions thereof shall
97 have the force of law as though enacted in the *Central Queensland*
98 *Coal Associates (Agreement) Act 1986*.

99
100 E. (1) This Agreement may be executed in two or more counterparts,
101 one by the Premier of Queensland, and one or more than one
102 by each of the Companies, together with such copies of the
103 counterparts as the parties may require. It shall become binding
104 upon all parties hereto and shall take immediate effect when,
105 the Premier of Queensland having executed a counterpart, the
106 Premier of Queensland is notified in the manner provided in
107 paragraph (2) of this Clause that another counterpart or
108 counterparts thereof has or have been executed by the
109 Companies, notwithstanding that no exchange of counterparts
110 has then occurred.

111
112 (2) Notification pursuant to paragraph (1) hereof shall be made by
113 letter or by telex from UDCL addressed to:

114 The Honourable the Premier of Queensland, Premier's
115 Department, Executive Building, 100 George Street,
116 Brisbane, Queensland, 4000
117 Telex No: 41418
118 Answerback Code: QLDPREM

119 and shall be effective, where given by letter, on delivery to the
120 aforesaid address, or, where given by telex upon receipt of the
121 answerback code.

122 (3) Without prejudice to the full operation of the foregoing, the
123 parties agree that, as soon as practicable after this Agreement
124 becomes binding and takes effect, they will arrange for each of
125 the counterparts together with such copies of the counterparts
126 as the parties may require to be executed by all parties hereto.

127 F. Each of the Attorneys executing this Agreement hereby respectively
128 acknowledges that he has at the time of executing this Agreement
129 no notice of the revocation of the power of attorney under the
130 authority of which he executes this Agreement.

131
132 IN WITNESS WHEREOF the parties hereto have executed this
133 Agreement the day and year first hereinbefore written.

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135 SIGNED by THE HONOURABLE
JOHANNES BJELKE-PETERSEN,
Premier of the State of Queensland, for
and on behalf of the said State in the
presence of:

136

137 SIGNED by a duly constituted Attorney
of UTAH DEVELOPMENT
COMPANY LIMITED in the presence
of:

138

139 SIGNED by a duly constituted Attorney
of MITSUBISHI DEVELOPMENT
PTY. LTD. in the presence of:

140 SIGNED by a duly constituted Attorney
of AUSTRALIAN MUTUAL
PROVIDENT SOCIETY in the presence
of:

141 SIGNED by a duly constituted Attorney
of UMAL CONSOLIDATED LIMITED
in the presence of:

142 SIGNED by a duly constituted Attorney
of PANCONTINENTAL MINING
LIMITED in the presence of:

143 SIGNED by a duly constituted Attorney
of BELL COAL PTY. LTD. in the
presence of:

144 SIGNED by a duly constituted Attorney
of UTAH QUEENSLAND COAL
LIMITED in the presence of:

145 SIGNED by a duly constituted Attorney
of UB MINERALS, INC. in the presence
of:

6 Central Queensland Coal Associates Agreement (Amendment) Bill—8

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146 SIGNED by a duly constituted Attorney
of BOWEN BASIN MINERALS
PROPRIETARY LIMITED in the
presence of:

147 SIGNED by a duly constituted Attorney
of QCT INVESTMENT PTY. LTD. in
the presence of:

148 SIGNED by a duly constituted Attorney
of QCT MINING PTY. LTD. in the
presence of:

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70834 (bpre6)—By Authority: S. R. HAMPSON, Government Printer, Queensland

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