

19.4 What is an Existing Approval or an Existing Interest?

- (a) Existing Approval means:
- (i) each Approval in existence on the Commencement Date held by RTIO, an RTIO Entity or a Third Party that is for the purpose of, in relation to, or that RTIO or an RTIO Entity relies upon for, RTIO's Iron Ore Business in the Agreement Area, including the kinds of Approvals described in Schedule 9; and
 - (ii) any Approval created in substitution of and for substantially the same purpose as an Approval in 19.4(a)(i) including as Modified.
- (b) Existing Interest means:
- (i) the Interests listed in Schedule 8;
 - (ii) any other Interest in existence on the Commencement Date held by RTIO, an RTIO Entity or a Third Party that is for the purpose of, is in relation to, or RTIO or an RTIO Entity relies upon for, RTIO's Iron Ore Business in the Agreement Area; and
 - (iii) any Interest created in substitution of and which is substantially the same as an Interest in 19.4(b)(i) or 19.4(b)(ii) including as Modified.

19.5 What is an Agreed Purpose?

- (a) An **Agreed Purpose** means, subject to clause 19.8, a purpose that is for or in connection with any of the following elements of RTIO's Iron Ore Business from time to time:
- (i) the Existing Operations and any change, replacement or Modification of any of the things comprising those operations;
 - (ii) the expansion and further expansion of RTIO's Iron Ore Business from time to time within the Agreement Area, including:
 - (A) the 320+ Expansion;
 - (B) new power, water and road infrastructure and associated infrastructure and works within the Agreement Area such as:
 - (I) electricity generation facilities;
 - (II) substations, power lines and switching yards;
 - (III) communication facilities;
 - (IV) gas and water pipelines, pumping stations and borefields;

- (V) roads and tracks;
 - (VI) landfill sites;
 - (VII) buffer zones, car parks and landscaped areas;
 - (VIII) administrative offices and other buildings; and
 - (IX) associated buildings and works.
- (C) the expansion of Dampier Port for RTIO and RTIO Entities from time to time including:
- (I) new berth facilities located within the boundaries of the area shown on Diagram B in Schedule 11;
 - (II) loading and unloading facilities and service wharfs;
 - (III) dredging;
 - (IV) breakwater facilities;
 - (V) rail, conveyors, ore processing and stockpiling and such other infrastructure as is associated with that port; and
 - (VI) associated buildings and works.
- (D) the expansion of Cape Lambert Port for RTIO and RTIO Entities from time to time including:
- (I) new berth facilities located within the boundaries of the area shown on Diagram B in Schedule 11;
 - (II) loading and unloading facilities and service wharfs;
 - (III) dredging;
 - (IV) breakwater facilities;
 - (V) rail, conveyors, ore processing and stockpiling and such other infrastructure as is associated with that port; and
 - (VI) associated buildings and works;
- (E) iron ore processing infrastructure and works including:
- (I) stockpiles;
 - (II) crushing and screening plants;
 - (III) conveyors;

- (IV) facilities for the blending of iron ore; and
 - (V) associated buildings and works;
 - (F) construction camps;
 - (G) rail infrastructure and works within the Agreement Area including:
 - (I) multi-tracking of railways;
 - (II) sidings, marshalling yards and loops;
 - (III) rolling stock maintenance facilities;
 - (IV) deviation of railways, rail corridors and movement of rail infrastructure;
 - (V) associated buildings and works; and
 - (H) construction and maintenance ballast quarries and borrow pits;
- (iii) town infrastructure and accommodation infrastructure (but not establishing new towns), including:
 - (A) dwellings;
 - (B) commercial facilities;
 - (C) open space and recreational facilities;
 - (D) dining facilities;
 - (E) communal facilities;
 - (F) roads;
 - (G) car parks;
 - (H) landfill sites;
 - (I) water treatment facilities; and
 - (J) associated buildings and works; and
- (iv) any other new infrastructure not covered by, 19.5(a)(ii) or 19.5(a)(iii) required by RTIO for RTIO's Iron Ore Business which is substantially for purposes associated with any of the things in 19.5(a)(i) above,

and is not an Excluded Purpose.

- (b) To avoid doubt, nothing in this clause 19 prevents an RTIO Entity from exploring for water and the parties agree that exploration for and abstracting water is an Agreed Purpose.
- (c) Where the Agreed Purpose is for town infrastructure comprising dwellings or commercial facilities within a town, it will only be an Agreed Purpose to the extent:
- (i) where:
- (A) the dwellings or commercial facilities are being established in accordance with a Government Agreement or a requirement or right created in accordance with a Government Agreement that requires that not more than 20% of the total land occupied or to be occupied dwellings or commercial facilities is to be released for sale or lease to the general public; and
- (B) each of the dwellings or commercial facilities that are not offered for sale or lease to the general public is required for RTIO's Iron Ore Business; or
- (ii) where 19.5(c)(i) does not apply and each of the dwellings or commercial facilities is required for RTIO's Iron Ore Business.

For example:

- *a subdivision that will involve the release of land partly for RTIO's Iron Ore Business will only be an Agreed Purpose where the release is done under a Government Agreement and not more than 20% of the lots will be released to the general public. The Substantial Reason test applies to the release as a whole.*
 - *where the same release is not being done under a Government Agreement, or where more than 20% of the lots will be released to the general public, only the individual lots that are required for RTIO's Iron Ore Business will be an Agreed Purpose. In these circumstances, this is the case even if RTIO's Iron Ore Business is a Substantial Reason for the subdivision when viewed as a whole.*
- (d) For the avoidance of doubt, NAC's, the Ngarluma People's and Mount Welcome Pastoral Company's right to negotiate the release of land for residential or commercial facilities with Government Agencies (including LandCorp) is not affected by clause 19.5(c).

19.6 What is an Excluded Purpose?

An Excluded Purpose means:

- (a) a New Mine;
- (b) a New Port;
- (c) a New Railway;

- (d) Secondary Processing;
- (e) RTIO pastoral holdings and operations; or
- (f) the establishment of an electricity or other power generation facility that uses a nuclear reactor as an energy source.

19.7 What is a New Mine, New Port or a New Railway?

- (a) A **New Mine** means an iron ore mine or any other mine within the Agreement Area, and includes:
 - (i) acquiring (including from a third party) or applying for any mining lease, exploration licence, special prospecting licence, prospecting licence, or other productive mining or exploration title, except where the lease or licence is for an Agreed Purpose (such as exploring for water, or constructing a borrow pit or quarry required for RTIO's Iron Ore Business); and
 - (ii) acquiring any mine from a third party (whether operational or not)
- (b) A **New Port** means berth facilities and associated infrastructure for the loading and unloading of iron ore outside the area shown in Schedule 11.
- (c) A **New Railway** means:
 - (i) a wholly new railway along a new alignment between an iron ore mine and Camp Lambert Port, Dampier Port or a New Port; or
 - (ii) a railway between Cape Lambert Port and Dampier Port or a railway from either of those ports to a New Port,and for the avoidance of doubt does not include anything referred to in clause 19.5(a)(ii)(G).
- (d) Any infrastructure that is for the purpose of a New Mine, a New Port or a New Railway (including infrastructure listed in clause 19.5(a)) forms part of a New Mine, a New Port or a New Railway, as appropriate, unless a Substantial Reason for the infrastructure is an Agreed Purpose under clause 19.8

19.8 Mixed purposes

- (a) If an act or thing other than one to which clause 19.5(c) applies is done or proposed to be done for more than one purpose, including:
 - (i) an Agreed Purpose; and
 - (ii) a purpose that is not an Agreed Purpose,the Act or thing will be treated as for an Agreed Purposes if a Substantial Reason for its development, operation or expansion is for RTIO's Iron Ore Business.

- (b) The fact that an Agreed Act may be capable of being used in connection with an Excluded Purpose does not prevent it from being for an Agreed Purpose.
- (c) In this clause, 19.8 and 19.7(d), **Substantial Reason** means on the balance of probabilities, it would have been unlikely to be developed, constructed or operated were it not required for RTIO's Iron Ore Business, even though it may be used for other purposes.

For example:

RTIO needs to have a new electricity supply for its operations at Dampier. The power station will be built and operated by a Third Party and will supply electricity to RTIO as well as other Third Parties for purposes not related to RTIO's Iron Ore Business (or parts of RTIO's Iron Ore Business not agreed to by Ngarluma People under this document). The establishment of the power station will be for an Agreed Purpose and agreed to so long as the supply of electricity to RTIO's operations at Dampier is a Substantial Reason for the establishment of the new power station.

19.13 **Agreed Act Certificate**

- (a) RTIO may serve on NAC an Agreed Act Certificate in relation to any act.
- (b) The Agreed Act Certificate must be in the form of Schedule 13.
- (c) Unless NAC serves a Dispute Notice under clause 41 to RTIO within 10 Business Days of the receipt of the Agreed Act Certificate on NAC, the acts or things identified in the Agreed Act Certificate as being Agreed Acts are deemed for all purposes and agreed to by the parties to be Agreed Acts.
- (d) Where RTIO is required under clause 19.12 to give notice to NAC, RTIO must give the Agreed Act Certificate to NAC at the same time as the notice under clause 19.12.
- (e) Nothing in this document requires RTIO to issue an Agreed Act Certificate in relation to an Agreed Act and the absence of an Agreed Act Certificate does not prevent an Act from being an Agreed Act.