

Form 5.

Act, Section 117 (2) (a).

NOTICE OF CESSATION OF SUBSTANTIAL SHAREHOLDING.

Note: To be given to the company, the stock exchange on which it is listed and the Securities Commission by a person who ceases to be a substantial shareholder. This form must be given within two days after the person becomes aware that they have ceased to be a substantial shareholder. Use a separate form for each person that has ceased to be a substantial shareholder. Use a Form 4 where there is a change in relevant interests held by a substantial shareholder.

1. Name of listed company.

Bougainville Copper Limited

Note: Insert the name of the listed company in which the substantial shareholding was held.

2. Name of stock exchange.

Australian Securities Exchange

Note: Insert the name of the stock exchange on which the company is listed.

3. Details of person that was a substantial shareholder.

Given names (<i>natural persons only</i>)	Surname or corporate name and registration number, if applicable	Residential address or address of registered office	Postal address
	Rio Tinto Limited (ACN 004 458 404)	Level 33, 120 Collins Street, Melbourne, VIC 3000 Australia	Per previous column
	Rio Tinto London Limited	6 St James's Square, London, SW1Y 4AD, United Kingdom	Per previous column
	Rio Tinto Base Metals Pty. Limited (ACN 004 489 203)	Level 33, 120 Collins Street, Melbourne, VIC 3000 Australia	Per previous column
	Each of Rio Tinto Limited's subsidiaries other than Rio Tinto Base Metals Pty. Limited	c/- Rio Tinto Limited, Level 33, 120 Collins Street, Melbourne, VIC 3000 Australia	Per previous column
	Rio Tinto plc (No. 719885) and each of its subsidiaries other than Rio Tinto London Limited	c/- Rio Tinto plc, 6 St James's Square, London, SW1Y 4AD, United Kingdom	Per previous column

4. Date substantial shareholding ceased.

30 June 2016

Note: Insert the date that the relevant interest of the person named at Item 3 in the listed company at Item 1 was disposed of or ceased, not the date on which the person became aware of the change.

5. Date of last notice given by substantial shareholder.

1 April 1999

Note: Insert the date on which the person named in Item 3 last gave a notice in accordance with Section 115, 116 or 117 of the Act in relation to the voting shares i.e. a Form 3, 4 or 5.

6. Voting shares in which a relevant interest was held.

Number of shares.	% of shares in company.
215,920,089 ordinary shares	53.84%

Note: Insert the number and % of voting shares in which the person had a relevant interest prior to the date at Item 4. The terms "voting shares" and "relevant interest" are defined in Sections 112 – 114 of the Act.

7. Total number of voting shares issued by the listed company.

401,062,500 ordinary shares (based on publicly available information)

Note: Insert the total number of voting shares issued by the listed company used for the purpose of calculating the % at Item 5.

8. Particulars of relevant interests that were held.

	Details for class of shares.	Details for class of shares.
Class of voting shares in which relevant interests were held.	Ordinary shares	
Name(s) of registered holder(s).	<p>Rio Tinto Limited: 211,774,646 ordinary shares</p> <p>Rio Tinto London Limited: 45,991 ordinary shares</p> <p>Rio Tinto Base Metals Pty. Limited: 4,099,452 ordinary shares</p>	
Brief description of the nature of the relevant interests in the voting shares.	<p>Rio Tinto Limited (with respect to 211,774,646 ordinary shares), Rio Tinto London Limited (with respect to 45,991 ordinary shares) and Rio Tinto Base Metals Pty. Limited (with respect to 4,099,452 ordinary shares): relevant interest under s113(1)(a) to (e) of the Securities Act (beneficial owner of shares, power to exercise voting rights attached to shares, power to control acquisition or disposition of shares)</p> <p>Each other entity named or referred to in item 3 (with respect to 215,920,089 ordinary shares): relevant</p>	

	interest under s113(2)(b) to (e) of the Securities Act (power to exercise or control exercise of voting rights attached to 20% or more of voting rights in beneficial owner of shares, power to acquire or dispose or control acquisition or disposition of more than 20% of voting shares in beneficial owner of shares) and/or relevant interest under s113(3) of the Securities Act (related bodies corporate)	
Brief description of the transaction under which the relevant interests were disposed of or ceased e.g. sale on stock exchange.	Transfer via off-market transaction	
Number of voting shares affected by the transaction.	215,920,089 ordinary shares	
The consideration for the transaction (value in Kina).	Nil	
Name of the other party to the transaction (if known). *	Equity Trustees Limited (ACN 004 031 298) in its capacity as trustee of the BCL Shares Trust	

* This information is not required where the transaction took place on a stock exchange. Otherwise, if not known, insert "unknown".

Note: Where there is insufficient space on the form to supply the information required, use additional forms or annexe a separate sheet in the same format containing the information.

9. Details of other person(s) giving a notice for the same transaction.

Given names (<i>natural persons only</i>)	Surname or corporate name and registration number, if applicable	Residential address or address of registered office	Postal address
	Equity Trustees Limited (ACN 004 031 298) in its capacity as trustee of the BCL Shares Trust	Level 2, 575 Bourke St, Melbourne VIC 3000, Australia	Same as previous column

Note: If known, insert the name and address of any other person(s) believed to have given, or to be intending to give, notice, whether a Form 3, 4 or 5, in relation to the transaction to which this notice relates. If not known, insert, "unknown".

10. Prescribed particulars of any agreement under which substantial shareholding ceased.

Date of any agreement	Material terms of any agreement (whether written or oral)
30 June 2016	Share Transfer Deed between Rio Tinto Limited (ACN 004 458 404), Rio Tinto London Limited and Rio Tinto Base Metals Pty. Limited (ACN 004 489 203) and Equity Trustees Limited (ACN 004 031 298) in its capacity as trustee of the BCL Shares Trust (a true copy of which is attached as Annexure A). Material terms: Transfer for nil consideration, same day signing and completion.

Note: Provide the details of the material terms of any agreement, whether written or oral, and the details of the material terms of any relevant agreement through which a relevant interest, the subject of the notice, was disposed of or ceased. True copies of the documents must be submitted with this form.

11. The following documents must be submitted with this form -

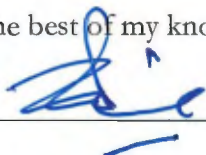
- A. a true copy of any document setting out the material terms of any agreement that –
 - (a) contributed to the person having to submit this form;
 - (b) is in writing or in a document in which the material terms of an oral agreement have been reduced to writing in accordance with Section 40 (5) (c) of the Regulation; and
 - (c) is readily available to the person submitting the notice; or
- B. where a document in Paragraph A is not readily available to the person submitting this form, a memorandum in writing detailing the material terms of the document.

The number of pages that accompany, or are annexed to, this notice is 13.

12. Declaration.

I declare that to the best of my knowledge and belief the information in this form is true and correct.

Signature: _____



Full Name of Person Signing: Timothy A Paine

Role: Joint Company Secretary, Rio Tinto Limited

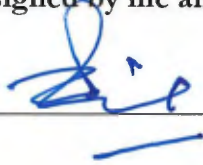
Date: 30.6.2016

Note: Where this notice is given by a body corporate it must be signed by a director or secretary who is authorized by the board of the body corporate to give the notice. Initials are not sufficient for the full name of the person signing this form.

Annexure A

This is Annexure A of 13 pages referred to in Form 5 (Notice of Cessation of Substantial Shareholding), signed by me and dated 30.6.2016

Signature: _____



Full Name of Person Signing: Timothy A Paine

Role: Joint Company Secretary, Rio Tinto Limited
(for and on behalf of the substantial holders named or referred to in this Form)

Rio Tinto Limited

Rio Tinto London Limited

Rio Tinto Base Metals Pty. Limited

Equity Trustees Limited in its capacity as trustee of the BCL Shares Trust

Share Transfer Deed

Deutsche Bank Place
Corner Hunter and Phillip Streets
Sydney NSW 2000 Australia
T +61 2 9230 4000
F +61 2 9230 5333
www.allens.com.au

Contents

1	Definitions and interpretation	1
1.1	Definitions	1
1.2	Interpretation	2
1.3	Consents or approvals	3
2	Transfer of the Transfer Shares	3
3	Completion	3
3.1	Completion obligations	3
3.2	Interdependency	4
4	Representations and warranties	4
4.1	Representations and warranties of the Transferors	4
4.2	Representations and warranties of the Transferee	5
5	Limitation of Liability of Transferee	5
6	Notices	6
7	General provisions	7
7.1	Costs and duty	7
7.2	No merger	7
7.3	Assignment	7
7.4	Further assurances	7
7.5	Entire Deed	8
7.6	No waiver	8
7.7	Severability of provisions	8
7.8	Governing law and jurisdiction	8
7.9	Counterparts	8
	Execution page	9

This Deed is made on 30 June 2016

Parties

- 1 **Rio Tinto Limited** (ACN 004 458 404) of Level 33, 120 Collins Street, Melbourne, VIC 3000 (**RTL**).
- 2 **Rio Tinto London Limited** of 6 St James's Square London SW1Y 4AD, United Kingdom.
- 3 **Rio Tinto Base Metals Pty Limited** (ACN 004 489 203) of Level 33, 120 Collins Street, Melbourne, VIC 3000.
(each entity in 1, 2 and 3 above being a **Transferor** and together the **Transferors**).
- 4 **Equity Trustees Limited** (ACN 004 031 298) of Level 2, 575 Bourke St, Melbourne VIC 3000 in its capacity as trustee of the BCL Shares Trust (the **Transferee**).

Recitals

- A Each Transferor is the registered holder and beneficial owner of its Transfer Shares.
- B The Transferors have agreed to transfer the Transfer Shares to the Transferee for no consideration, and the Transferee has agreed to acquire the Transfer Shares from the Transferors, on the terms of this Deed.
- C The Securities Commission has issued an exemption which permits the Transferee to acquire a Relevant Interest in the Transfer Shares under this Deed.

It is agreed as follows.

1 Definitions and interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Business Day means a day other than a Saturday, Sunday or public holiday in Melbourne, Victoria, Australia.

Company means Bougainville Copper Limited (Company No. 1-1895).

Completion means completion of the obligations of the parties under clause 3.1.

Completion Date means the date scheduled for Completion, being the date of this Deed or such later date as may be agreed by the parties in writing.

Corporations Act means the Australian *Corporations Act 2001* (Cth).

Deed means this document, including any schedules or annexure to it.

Insolvency Event means, for a person:

- (a) being in liquidation or provisional liquidation or under administration;
- (b) having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property;
- (c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (d) being unable to pay its debts or otherwise insolvent;

- (e) taking of any step that could result in the person becoming an insolvent under administration;
- (f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors generally, or
- (g) any analogous event under the laws of any applicable jurisdiction.

Relevant Interest has the meaning given to that term in the Takeovers Code.

Rio Tinto Services means Rio Tinto Services Limited (ACN 004 219 738).

Securities Commission means the Securities Commission of Papua New Guinea.

Security Interest means an interest or power:

- (a) reserved in or over any interest in any asset including, without limitation, any retention of title; or
- (b) created or otherwise arising in or over any interest in any asset under a bill of sale, mortgage, charge, lien, pledge, trust or power by way of security for the payment of debt or any other monetary obligation or the enforcement of any other obligation and whether or not existing or agreed to be granted or created.

Share means a fully paid ordinary share issued in the capital of the Company.

Share Registry means the Company's Australian share registry services provider, Computershare Investor Services Pty Ltd.

Subsidiary has the meaning given in the Corporations Act.

Takeovers Code means the *Takeovers Code 1998* of the Independent State of Papua New Guinea.

Transfer Shares means:

- (a) with respect to RTL: 211,774,646 Shares together with the benefit of all rights (including dividend rights) attached or accruing to those Shares as at the time of Completion;
- (b) with respect to Rio Tinto London Limited: 45,991 Shares together with the benefit of all rights (including dividend rights) attached or accruing to those Shares as at the time of Completion; and
- (c) with respect to Rio Tinto Base Metals Pty Limited: 4,099,452 Shares together with the benefit of all rights (including dividend rights) attached or accruing to those Shares as at the time of Completion.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (e) A reference to a clause or schedule is a reference to a clause of or a schedule to this Deed.

- (f) A reference to a Deed or document (including a reference to this Deed) is to the Deed or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Deed or that other Deed or document.
- (g) A reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible or tangible form.
- (h) A reference to a party to this Deed or another Deed or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (i) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (j) Mentioning anything after includes, including, for example, or similar expressions, does not limit what else might be included.
- (k) Nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or any part of it.
- (l) A reference to any time is a reference to that time in Melbourne, Victoria, Australia.

1.3 Consents or approvals

If the doing of any act, matter or thing under this Deed is dependent on the consent or approval of a party or is within the discretion of a party, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the party in its absolute discretion.

2 Transfer of the Transfer Shares

- (a) Each Transferor as legal and beneficial owner transfers its Transfer Shares free from all Security Interests and the Transferee acquires the Transfer Shares for no consideration, in each case on the terms set out in this Deed.
- (b) Title to and property in the Transfer Shares remain solely with the relevant Transferor until Completion and, subject to the provisions of this Deed, passes to the Transferee with effect from Completion.

3 Completion

3.1 Completion obligations

On the Completion Date:

- (a) each Transferor must deliver to the Transferee a duly executed transfer form in registrable form, in favour of the Transferee, for the Transferor's Transfer Shares;
- (b) the Transferee must duly execute the transfer forms received under clause 3.1(a);
- (c) each Transferor must make available for inspection by the Transferee all other documents and information which:
 - (i) the Transferor has been informed are required by the Share Registry in order to register the Transferee on the Company's share register as the holder of the Transferor's Transfer Shares; and
 - (ii) relate to the Transferor;
- (d) the Transferee must make available for inspection by the Transferors:

- (i) all such other documents and information which:
 - (A) the Transferee has been informed are required by the Share Registry in order to register the Transferee as the legal owner of the Transferor's Transfer Shares; and
 - (B) relates to the Transferee.
- (e) unless already provided to the Transferee, each Transferor must deliver to the Transferee a copy of the holding statement(s) which disclose(s) ownership of all of the Transferor's Transfer Shares; and
- (f) the Transferee and the Transferors must then immediately deliver in person to the Company's relationship manager at the Share Registry (or, if that manager is not available, to an employee who reports to that manager):
 - (i) the transfer forms for the Transfer Shares which have been executed by the Transferors and by the Transferee; and
 - (ii) the documents referred to in clauses 3.1(c) and 3.1(d),

3.2 Interdependency

The obligations of the parties under clause 3.1 are interdependent. Completion does not occur unless and until all of the actions in clause 3.1 have occurred.

4 Representations and warranties

4.1 Representations and warranties of the Transferors

As at the date of this Deed, as at Completion, and (unless specified otherwise) at all times until Completion, each Transferor represents and warrants to the Transferee that each of the following statements is true, accurate and not misleading with respect to itself (and in addition RTL warrants that each statement is true, accurate and not misleading with respect to each Transferor):

- (a) **(body corporate)** the Transferor is a body corporate validly existing and duly established under the laws of its place of its organisation;
- (b) **(capacity)** the Transferor has full legal capacity and power to enter into this Deed and to perform its obligations under this Deed;
- (c) **(authority)** the Transferor has taken, or will have taken by the time required, all corporate action that is necessary to authorise its entry into this Deed and the performance of its obligations under this Deed;
- (d) **(power to sell)** the Transferor has the corporate authority and power to sell all of its Transfer Shares under this Deed and no person has a right, whether contingent or otherwise, to purchase or to be offered for purchase all of its Transfer Shares, or any of them, and there is otherwise no restriction on the transfer of its Transfer Shares to the Transferee on the terms of this Deed;
- (e) **(document effective)** this Deed constitutes a legal, valid and binding obligation of the Transferor;
- (f) **(ownership)** the Transferor is the legal and beneficial owner of its Transfer Shares free from all Security Interests and any other third party rights;
- (g) **(ranking)** to the best of its knowledge, the Transferor's Transfer Shares rank equally in all respects with all other Shares;

- (h) **(no trust)** the Transferor is not entering into this Deed as trustee of any trust or settlement; and
- (i) **(solvency)** the Transferor is not subject to an Insolvency Event.

4.2 Representations and warranties of the Transferee

As at the date of this Deed, as at Completion, and (unless specified otherwise) at all times until Completion, the Transferee represents and warrants to each Transferor that each of the following statements is true, accurate and not misleading:

- (a) **(validly existing corporation)** Equity Trustees Limited is a corporation duly incorporated and validly existing under the laws of the place of its incorporation;
- (b) **(validly existing trust)** the BCL Shares Trust is duly established and validly subsisting;
- (c) **(power)** Equity Trustees Limited is empowered by the trust deed of the BCL Shares Trust to enter into and perform its obligations under this Deed in its capacity as trustee of the BCL Shares Trust;
- (d) **(authority)** Equity Trustees Limited has taken, or will have taken by the time required, all action that is necessary to authorise its entry into this Deed and the performance of its obligations under this Deed; and
- (e) **(document effective)** this Deed constitutes a legal, valid and binding obligation of the Transferee.

5 Limitation of Liability of Transferee

- (a) The Transferors agree that the Transferee enters into this Deed in its capacity as trustee of the BCL Shares Trust and in no other capacity.
- (b) The Transferors agree that the liability of the Transferee to the Transferors, their officers, or agents or any other person under or arising out of this Deed in relation to the BCL Shares Trust is limited to the amount that the Transferee actually receives in the exercise of its right of indemnity against the BCL Shares Trust.
- (c) The Transferors may enforce their rights under this Deed against the Transferee only to the extent of the Transferee's right of indemnity out of the assets of the BCL Shares Trust.
- (d) If the Transferors do not recover all money owing to it by enforcing the rights referred to in clause 5(c) it may not seek to recover the shortfall by:
 - (i) bringing proceedings against the Transferee in its personal capacity; or
 - (ii) applying to have the Transferee wound up or proving in the winding up of the Transferee unless another creditor has initiated proceedings to wind up the Transferee.
- (e) The Transferors waive their rights and release the Transferee from any personal liability whatsoever, in respect of any loss or damage which:
 - (i) it may suffer as a result of the Transferee's non-performance of its obligations and liabilities under this Deed; and
 - (ii) cannot be paid or satisfied out of the assets of the BCL Shares Trust out of which the Transferee is entitled to be indemnified in respect of any liability incurred as the trustee.
- (f) The limitation in this clause 5 does not apply to the extent that any liability arises from fraud or breach of trust by the Transferee as trustee of the BCL Shares Trust. For these

purposes, it is agreed that the Transferee cannot be regarded as having acted fraudulently or in breach of trust to the extent to which the fraud or breach of trust has been caused or contributed to by a failure of the Transferors to fulfil their obligations under this Deed or any other act or omission of the Transferors or any other person.

- (g) Nothing in clause 5(f) shall make the Transferee liable to any claim for an amount greater than the amount which the Transferee would have been able to claim and recover from the assets of the BCL Shares Trust in relation to the relevant liability if the Transferee's right of indemnification out of the assets of the BCL Shares Trust had not been prejudiced by the Transferee's failure to properly perform its duties.
- (h) The Transferee is not obliged to do or refrain from doing anything under this Deed (including incur any liability) unless the Transferee's liability is limited in the same manner as set out in paragraph (a) to (g) of this clause 5.
- (i) The Transferors acknowledge and agree that in respect of any liability or obligation incurred by the Transferee under or arising out of this Deed, it shall not be permitted to set off liabilities or obligations against it nor have any recourse to, the assets of any managed investment scheme or trust for which the Transferee has been appointed as responsible entity or trustee, other than the BCL Shares Trust.
- (j) This clause 5 applies despite any other provision in this Deed and extends to all liabilities and obligations of the Transferee in any way connected with any representations, warranty, conduct, omission, agreement or transaction related to this Deed. In the event of any inconsistency, this clause 5 prevails.

6 Notices

Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender (or in the case of email, set out the full name and position or title of the sender or person duly authorised by the sender);
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand, fax or email to the address, fax number or email address below or the address, fax number or email address last notified by the intended recipient to the sender:
 - (i) to any Transferor:
Attention: Tim Paine
Address: 120 Collins Street, Melbourne VIC 3000
Fax No: +61 3 9283 3151
Email: Tim.Paine@riotinto.com;
 - (ii) to the Transferee:
Attention: Harvey Kalman, Executive General Manager
Address: Equity Trustees Limited, Level 2, 575 Bourke Street Melbourne Victoria 3000 Australia
Fax No: +61 3 8623 5200
Email: HKalman@eqt.com.au;
- (c) will be taken to be duly given or made:
 - (i) in the case of delivery in person, when delivered;

- (ii) in the case of delivery by post, on the third Business Day after the date of posting (if posted to an address in the same country) or on the fifth Business Day after the date of posting (if posted to an address in another country); and
- (iii) in the case of fax, on receipt by the sender of a transmission control report from the despatching machine showing the relevant number of pages and the correct destination fax number or name of recipient and indicating that the transmission has been made without error;
- (iv) in the case of email, the earlier of:
 - (A) the time that the sender receives an email from the recipient confirming receipt of the email; and
 - (B) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email,but if the result is that a Notice would be taken to be given or made on a day that is not a business day in the place specified by the intended recipient as its postal address under clause 6(b) or:
 - (C) in the case of delivery by hand, post or fax, at a time that is later than 5.00pm; or
 - (D) in the case of delivery by email, at a time that is later than 7.00pm,in the place specified by the intended recipient as its postal address under clause 6(b), it will be conclusively taken to have been duly given or made at the start of business on the next business day in that place.

7 General provisions

7.1 Costs and duty

- (a) Each Transferor must bear its own costs arising out of the negotiation, preparation and execution of this Deed.
- (b) RTL must (or must procure that a related body corporate or RTL will) bear the Transferee's costs arising out of the negotiation, preparation and execution of this Deed.
- (c) RTL must pay all stamp duty and any other tax that may be payable on this Deed, any transaction evidenced by this Deed and any instrument or transaction entered into under this Deed.

7.2 No merger

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Deed. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any such transaction. Each indemnity in this Deed survives the expiry or termination of this Deed.

7.3 Assignment

No party can assign, charge, encumber or otherwise deal with any rights and obligations under this Deed, or attempt or purport to do so, without the prior written consent of the other parties.

7.4 Further assurances

Each party must do anything (including giving notices or executing Deeds and documents) necessary to give full effect to this Deed and the transactions contemplated by it.

7.5 Entire Deed

This Deed contains the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, arrangements or understandings (collectively **Conduct**) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. None of the parties has relied on or is relying on any other Conduct in entering into this Deed and completing the transactions contemplated by it.

7.6 No waiver

No failure to exercise nor any delay in exercising any right, power or remedy under this Deed operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

7.7 Severability of provisions

Any provision of this Deed that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Deed nor affect the validity or enforceability of that provision in any other jurisdiction.

7.8 Governing law and jurisdiction

This Deed and, to the extent permitted by law, all related matters including non-contractual matters is governed by the laws of the State of Victoria, Australia. In relation to such matters each party irrevocably accepts the exclusive jurisdiction of courts with jurisdiction there and waives any right to object to the venue on any ground.

7.9 Counterparts

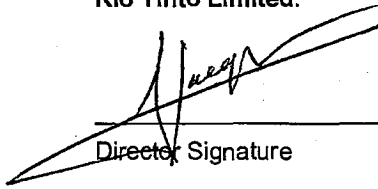
This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

Execution page

Executed and delivered as a Deed.

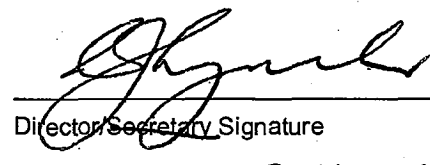
Each attorney executing this Deed states that he or she has no notice of revocation or suspension of his or her power of attorney.

**Executed as a deed in accordance with
section 127 of the Corporations Act 2001 by
Rio Tinto Limited:**



Director Signature
JEAN-SEBASTIEN JACQUES

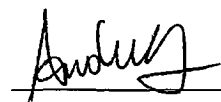
Print Name



Director/Secretary Signature
CHRISTOPHER LYNCH


Print Name

**Signed Sealed and Delivered for Rio Tinto
London Limited by its attorney under power of
attorney in the presence of:**



Witness Signature
Andrew Wong

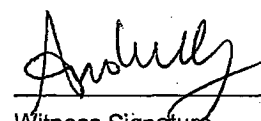
Print Name



Attorney Signature
JAMES O'CONNOR


Print Name

**Signed Sealed and Delivered for Rio Tinto
Base Metals Pty. Limited by its attorney under
power of attorney in the presence of:**



Witness Signature
Andrew Wong

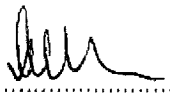
Print Name

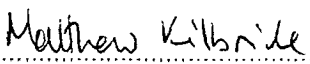


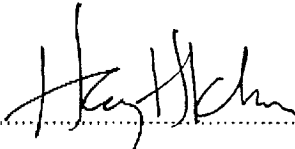
Attorney Signature
JAMES O'CONNOR

Print Name

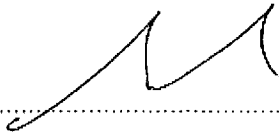
SIGNED, SEALED AND DELIVERED by
EQUITY TRUSTEES LIMITED ACN 004 031
298 by its attorneys under Power of Attorney
dated 27th May 2016 in the presence of:


.....
Signature of witness


.....
(Print name)

)
)
) 
.....
) Signature of Attorney

)
) 
.....
) Name of Attorney & Schedule Number

)
)
) 
.....
) Signature of Attorney

)
)
) 
.....
) Name of Attorney & Schedule Number