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BHP Group Limited

Exchange release

22 August 2025

2025 US Annual Report (Form 20-F)[1]

BHP has filed its 2025 US Annual Report (Form 20-F) with the United States Securities and Exchange Commission.

The Form 20-F has been prepared in accordance with the requirements of the United States Securities and Exchange Commission and, as a result, has not been prepared for the purpose of the reporting requirements under the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (JORC Code, 2012 Edition).

The Form 20-F can also be accessed at: https://www.bhp.com/news/media-centre/reports-presentations/2025/08/2025-annual-reporting-suite or www.sec.gov.

American Depositary Receipt holders may receive a hard copy of the company's complete audited financial statements free of charge upon request by telephoning Citibank Shareholder Services (+1 781) 575 4555 (outside US) or +1 877 248 4237 (+1 877 CITIADR) (toll free within US) Mon-Fri (excluding US federal holidays) from 08:30AM - 6:00PM EST.

Authorised for release by Stefanie Wilkinson, Group Company Secretary.

[1] The release was made outside the hours of operation of the ASX market announcements office.

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 20-F

(Mark One)

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR 12(g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

FOR THE FISCAL YEAR ENDED 30 JUNE 2025

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☐ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of event requiring this shell company report _____

Commission File No.: 001-09526

BHP GROUP LIMITED
(ABN 49 004 028 077)
(Exact name of Registrant as specified in its charter)

N/A
(Translation of Registrant's name into English)

VICTORIA, AUSTRALIA
(Jurisdiction of incorporation or organization)

171 COLLINS STREET
MELBOURNE, VICTORIA 3000
AUSTRALIA
(Address of principal executive offices)

STEFANIE WILKINSON
BHP GROUP LIMITED
171 COLLINS STREET
MELBOURNE VIC 3000
AUSTRALIA
TELEPHONE AUSTRALIA 1300 55 47 57
TELEPHONE INTERNATIONAL +61 3 9609 3333
FACSIMILE +61 3 9609 3015
(Name, telephone, e-mail and/or facsimile number and address of company contact person)

Securities registered or to be registered pursuant to Section 12(b) of the Act.

Title of each class	Trading symbol	Name of each exchange on which registered
American Depositary Shares*	**BHP**	**New York Stock Exchange**
Ordinary Shares**	**BHP**	**New York Stock Exchange**

* Evidenced by American Depositary Receipts. Each American Depositary Receipt represents two ordinary shares of BHP Group Limited.
** Not for trading, but only in connection with the listing of the American Depositary Shares.

Securities registered or to be registered pursuant to Section 12(g) of the Act.

None
(Title of Class)

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act.

None
(Title of Class)

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

	BHP Group Limited
Ordinary Shares:	5,075,992,235

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐

Non-accelerated filer ☐ Emerging growth company ☐

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 13(a) of the Exchange Act. ☐

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 762(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP ☐ International Financial Reporting Standards as issued by the International Accounting Standards Board ☒ Other ☐

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow. Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

(APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE PAST FIVE YEARS)

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Section 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes ☐ No ☐

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Company details

BHP Group Limited's registered office and global headquarters are at 171 Collins Street, Melbourne, Victoria 3000, Australia.

'BHP', the 'Company', the 'Group', 'BHP Group', 'our business', 'organisation', 'we', 'us', 'our' and 'ourselves' refer to BHP Group Limited, and except where the context otherwise requires, our subsidiaries.

Refer to Financial Statements note 28 'Subsidiaries' for a list of our significant subsidiaries and to Exhibit 8.1 – List of Subsidiaries for a list of our subsidiaries. Those terms do not include non-operated assets.

This Report covers functions and assets (including those under exploration, projects in development or execution phases, sites and operations that are closed or in the closure phase) that have been wholly owned and operated by BHP or that have been owned as a joint venture[1] operated by BHP (referred to in this Report as 'operated assets' or 'operations') from 1 July 2024 to 30 June 2025 unless otherwise stated. Certain sections of this Report present data for comparative periods, which in relation to the Daunia and Blackwater mines (divested during FY2024) is shown stated otherwise.

BHP also holds interests in assets that are owned as a joint venture but not operated by BHP (referred to in this Report as 'non-operated joint ventures' or 'non-operated assets'). Notwithstanding that this Report may include production, financial and other information from non-operated assets, non-operated assets are not included in the BHP Group and, as a result, statements regarding our operations, assets and values apply only to our operated assets unless stated otherwise.

BHP Group Limited has a primary listing on the Australian Securities Exchange. BHP holds an international secondary listing on the London Stock Exchange, a secondary listing on the Johannesburg Stock Exchange and an ADR program listed on the New York Stock Exchange.

Introduction

This document is our annual report on Form 20-F for the year ended 30 June 2025 (this "Annual Report"). Reference is made to our Australian Annual Report for the year ended 30 June 2025, which has been furnished to the U.S. Securities and Exchange Commission (the "SEC") on a Report on Form 6-K on 22 August 2025, which includes information that has been omitted from this Form 20-F. Only information that is included in, or expressly incorporated by reference into, this Form 20-F shall be deemed to form a part of this Annual Report

The SEC maintains an Internet website that contains reports and other information regarding issuers that file electronically with the SEC. Our filings with the SEC are available to the public through the SEC's website at http://www.sec.gov.

Materiality, as used in the context of climate and sustainability-related disclosures may differ from the materiality standards applied by other reporting regimes, including as defined for SEC reporting purposes. Any issues identified as material for purposes of sustainability in this document are therefore not necessarily material for SEC reporting purposes.

All references to websites in this Annual Report are intended to be inactive textual references for information only and any information contained in or accessible through any such website does not form a part of this Annual Report.

Forward-looking statements

This Report contains forward-looking statements, which involve risks and uncertainties. Forward-looking statements include all statements, other than statements of historical or present facts, including: statements regarding trends in commodity prices and currency exchange rates; demand for commodities; global market conditions; reserves and resources estimates; development and production forecasts; guidance; expectations, plans, strategies and objectives of management; climate scenarios; approval of projects and consummation of transactions; closure, divestment, acquisition or integration of certain assets, ventures, operations or facilities (including associated costs or benefits); anticipated production or construction commencement dates; capital costs and scheduling; operating costs and availability of materials and skilled employees; anticipated productive lives of projects, mines and facilities; the availability, implementation and adoption of new technologies, including artificial intelligence; provisions and contingent liabilities; and tax, legal and other regulatory developments.

Forward-looking statements may be identified by the use of terminology, including, but not limited to, 'aim', 'ambition', 'anticipate', 'aspiration', 'believe', 'commit', 'continue', 'could', 'desire', 'ensure', 'estimate', 'expect', 'forecast', 'goal', 'guidance', 'intend', 'likely', 'may', 'milestone', 'must', 'need', 'objective', 'outlook', 'pathways', 'plan', 'project', 'schedule', 'seek', 'should', 'strategy', 'target', 'trend', 'will', 'would', or similar words. These statements discuss future expectations or performance, or provide other forward-looking information.

1 References in this Annual Report to a 'joint venture' are used for convenience to collectively describe assets that are not wholly owned by BHP. Such references are not intended to characterise the legal relationship between the owners of the asset.

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Examples of forward-looking statements contained in this Report include, without limitation, statements describing (i) our strategy, Our Values and how we define our success; (ii) our expectations regarding future demand for certain commodities, in particular copper, nickel, iron ore, steelmaking coal, potash and steel and our intentions, commitments or expectations with respect to our supply of certain commodities, including copper, nickel, iron ore, potash, uranium and gold; (iii) our future exploration and partnership plans and perceived benefits and opportunities, including our focus to grow our copper and potash assets; (iv) our business outlook, including our outlook for long-term economic growth and other macroeconomic and industry trends; (v) our projected and expected production and performance levels and development projects; (vi) our expectations regarding our investments, including in potential growth options and technology and innovation, and perceived benefits and opportunities; (vii) our reserves and resources estimates; (viii) our plans for our major projects and related budget and capital allocations; (ix) our expectations, commitments and objectives with respect to sustainability, decarbonisation, natural resource management, climate change and portfolio resilience and timelines and plans to seek to achieve or implement such objectives, including our approach to equitable change and transitions, our Climate Transition Action Plan, climate change adaptation strategy and goals, targets, pathways and strategies to seek to reduce or support the reduction of greenhouse gas emissions, and related perceived costs, benefits and opportunities for BHP; (x) the assumptions, beliefs and conclusions in our climate change related statements and strategies, for example, in respect of future temperatures, energy consumption and greenhouse gas emissions, and climate-related impacts; (xi) our commitment to social value and our 2030 goals; (xii) our commitments to sustainability reporting, frameworks, standards and initiatives; (xiii) our commitments to improve or maintain safe tailings storage management; (xiv) our commitments to achieve certain inclusion and diversity targets, aspirations and outcomes; (xv) our commitments to achieve certain targets and outcomes with respect to Indigenous peoples and the communities where we operate; (xvi) our commitments to achieve certain water-related targets and outcomes; and (xvii) our commitments to achieve certain health and safety targets and outcomes.

Forward-looking statements are based on management's expectations and reflect judgements, assumptions, estimates and other information available, as at the date of this Report. These statements do not represent guarantees or predictions of future financial or operational performance and involve known and unknown risks, uncertainties and other factors, many of which are beyond our control and which may cause actual results to differ materially from those expressed in the statements contained in this Report. BHP cautions against reliance on any forward-looking statements.

For example, our future revenues from our assets, projects or mines described in this Report will be based, in part, on the market price of the commodities produced, which may vary significantly from current levels or those reflected in our reserves and resources estimates. These variations, if materially adverse, may affect the timing or the feasibility of the development of a particular project, the expansion of certain facilities or mines, or the continuation of existing assets.

Other factors that may affect our future operations and performance, including the actual construction or production commencement dates, revenues, costs or production output and anticipated lives of assets, mines or facilities include: (i) our ability to profitably produce and deliver the products extracted to applicable markets; (ii) the development and use of new technologies and related risks; (iii) the impact of economic and geopolitical factors, including foreign currency exchange rates on the market prices of the commodities we produce and competition in the markets in which we operate; (iv) activities of government authorities in or impacting the countries where we sell our products and in the countries where we are exploring or developing projects, facilities or mines, including increases in taxes and royalties or implementation or expansion of trade or export restrictions; (v) changes in environmental and other regulations; (vi) political or geopolitical uncertainty and conflicts; (vii) labour unrest; (viii) weather, climate variability or other manifestations of climate change; and (ix) other factors identified in the risk factors set out in OFR 11.

In addition, there are limitations with respect to scenario analysis, including any climate-related scenario analysis, and it is difficult to predict which, if any, of the scenarios might eventuate. Scenario analysis is not an indication of probable outcomes and relies on assumptions that may or may not prove to be correct or eventuate.

Except as required by applicable regulations or by law, BHP does not undertake to publicly update or review any forward-looking statements, whether as a result of new information or future events.

Past performance cannot be relied on as a guide to future performance.

Emissions and energy consumption data

Due to the inherent uncertainty and limitations in measuring GHG emissions and operational energy consumption under the calculation methodologies used in the preparation of such data, all GHG emissions and operational energy consumption data or references to GHG emissions and operational energy consumption volumes (including ratios or percentages) in this Report are estimates. There may also be differences in the manner that third parties calculate or report GHG emissions or operational energy consumption data compared to BHP, which means third-party data may not be comparable to our data.

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Form 20-F Cross Reference Table

Item Number		Description	Report section reference
1.		**Identity of Directors, Senior Management and Advisors**	Not applicable
2.		**Offer Statistics and Expected Timetable**	Not applicable
3.		**Key Information**	
	A	[Reserved]	Not applicable
	B	Capitalization and indebtedness	Not applicable
	C	Reasons for the offer and use of proceeds	Not applicable
	D	Risk factors	Operating and Financial Review 11
4.		**Information on the Company**	
	A	History and development of the company	Cover page, Company details, Chair's review, Chief Executive Officer's review, Operating and Financial Review 1 to 4, 6, 10, 12, Additional information 1, 4 to 9.4
	B	Business overview	Operating and Financial Review 1 to 6, 12, Additional information 1, 4 to 8, 9.9 and Note 1 to the Financial Statements
	C	Organizational structure	Additional information 9.3 and Note 30 to the Financial Statements, Exhibit 8.1
	D	Property, plants and equipment	Operating and Financial Review 5, 6, 9, 10, 12, Additional information 1, 4, 5 and Notes 11, 15 and 22 to the Financial Statements
4A.		**Unresolved Staff Comments**	None
5.		**Operating and Financial Review and Prospects**	
	A	Operating results	Operating and Financial Review 5, 6, 12, Additional information 2 and 4
	B	Liquidity and capital resources	Operating and Financial Review 5, Financial Statements 1.4, Notes 11, 21 to 24 and 39 to the Financial Statements
	C	Research and development, patents and licenses, etc.	Operating and Financial Review 4, 6, 11, Corporate Governance Statement 10, Directors' Report 10, Additional information 5 and Notes 11 and 15 to the Financial Statements
	D	Trend information	Chair's review, Chief Executive Officer's review, Operating and Financial Review 1 to 6, 12, Additional information 2, to 7
	E	Critical Accounting Estimates	IFRS is applied in the Financial Statements as issued by the IASB
6.		**Directors, Senior Management and Employees**	
	A	Directors and senior management	Corporate Governance Statement 4.1, 6.1, Directors' Report 2
	B	Compensation	Remuneration Report
	C	Board practices	Corporate Governance Statement 4.1, 4.7, 5.2, 5.4, Remuneration Report
	D	Employees	Operating and Financial Review 9.5, Additional information 7
	E	Share ownership	Remuneration Report, Directors' Report 3, 4 and Notes 17, 18 and 26 to the Financial Statements
	F	Erroneously Awarded Compensation	Not applicable
7.		**Major Shareholders and Related Party Transactions**	
	A	Major shareholders	Additional information 9.5
	B	Related party transactions	Remuneration Report and Notes 25 and 33 to the Financial Statements
	C	Interests of experts and counsel	Not applicable
8.		**Financial Information**	
	A	Consolidated Statements and Other Financial Information	Operating and Financial Review 10, Additional information 8, 9.6, Financial Statements beginning on page F-1 in this Annual Report and Financial Statements 1A
	B	Significant Changes	Note 35 to the Financial Statements
9.		**The Offer and Listing**	
	A	Offer and listing details	Additional information 9.2
	B	Plan of distribution	Not applicable
	C	Markets	Additional information 9.2
	D	Selling shareholders	Not applicable
	E	Dilution	Not applicable
	F	Expenses of the issue	Not applicable

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Item Number		Description	Report section reference
10.		**Additional Information**	
	A	Share capital	Not applicable
	B	Memorandum and articles of association	Additional information 9.4
	C	Material contracts	Legal proceedings 8 (regarding the Settlement Agreement)
	D	Exchange controls	Additional information 9.9
	E	Taxation	Additional information 9.10
	F	Dividends and paying agents	Not applicable
	G	Statement by experts	Not applicable
	H	Documents on display	Additional information 9.4
	I	Subsidiary information	Note 30 to the Financial Statements and Exhibit 8.1
	J	Annual Report to Security Holders	Not applicable
11.		**Quantitative and Qualitative Disclosures About Market Risk**	Note 24 to the Financial Statements
12.		**Description of Securities Other than Equity Securities**	
	A	Debt Securities	Not applicable
	B	Warrants and Rights	Not applicable
	C	Other Securities	Not applicable
	D	American Depositary Shares	Additional information 9.7 and Exhibit 2.1
13.		**Defaults, Dividend Arrearages and Delinquencies**	Not applicable
14.		**Material Modifications to the Rights of Security Holders and Use of Proceeds**	Not applicable
15.		**Controls and Procedures**	Corporate Governance Statement 9.2 and Financial Statements 1A
16A.		**Audit committee financial expert**	Corporate Governance Statement 5.2
16B.		**Code of Ethics**	Corporate Governance Statement 8
16C.		**Principal Accountant Fees and Services**	Corporate Governance Statement 9.2 and Note 36 to the Financial Statements
16D.		**Exemptions from the Listing Standards for Audit Committees**	Not applicable
16E.		**Purchases of Equity Securities by the Issuer and Affiliated Purchasers**	Directors' Report 4
16F.		**Change in Registrant's Certifying Accountant**	Not applicable
16G.		**Corporate Governance**	Corporate Governance Statement
16H.		**Mine Safety Disclosure**	Not applicable
16I.		**Disclosure Regarding Foreign Jurisdictions that Prevent Inspections**	Not applicable
16J.		**Insider Trading Policies**	Corporate Governance Statement 10, Exhibit 11.1
16K.		**Cybersecurity**	Operating and Financial Review 7, 11, Additional information 9.8
17.		**Financial Statements**	Not applicable
18.		**Financial Statements**	Financial Statements begin on page F1 in this Annual Report
19.		**Exhibits**	Exhibits

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“In FY2025, we made good progress on strengthening our pipeline of attractive growth options in copper and potash, and delivered another strong year of operational and financial performance.”

Mike Henry

Chief Executive Officer

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Chair’s review

Dear Shareholders,

I am pleased to provide BHP’s Annual Report for FY2025.

It is an honour and a privilege to be your new Chair. Your Board and I are excited about the future of this great company.

I want to acknowledge the contribution of my predecessor, Ken MacKenzie, who led the Board as Chair for seven years. I thank Ken for his outstanding service to the Board and BHP during his tenure. Ken leaves a lasting legacy at BHP.

In times of global uncertainty, stability and resilience matter. BHP has stood for both for 140 years.

What we do matters. The world needs more of the materials we produce to develop, decarbonise and digitalise.

BHP has a substantial role to play in producing the vital materials the world needs and in contributing to the success of the global economy.

We remain well positioned to meet global demand for the commodities we produce in order to create long-term value for our shareholders, local communities, customers, suppliers and partners.

Rewarding shareholders

BHP has a simple, clear strategy that is resilient amid any operating environment. Executing this strategy has allowed us to perform well through mining and economic cycles.

The company performed strongly in FY2025, generating significant cash flow. Healthy cash returns are important for shareholders, including the hundreds of thousands of retail shareholders who rely on BHP to support their income and retirement. Over the past five years, BHP has delivered more than US$50 billion in cash dividends to our shareholders.

Our Capital Allocation Framework (CAF) promotes discipline in all our capital decisions and prioritises capital for safety and maintenance, balance sheet strength and a minimum dividend payout ratio of 50 per cent of underlying attributable profit at every reporting period.

For FY2025, your Board determined dividends totalling 110 US cents a share. This represents a total distribution to shareholders of US$5.6 billion.

Building for the future

Our performance allows us to plan for and invest in value adding growth projects. BHP has a strong growth pipeline of organic and greenfield projects in copper, iron ore and potash.

Our growth strategy generates greater exposure to commodities that the world needs to reduce greenhouse gas emissions and as the population grows, continues to urbanise and seeks higher living standards.

Continuing to evolve

As we have for the past 140 years, we continued to position BHP’s portfolio to align to the global trends shaping our future. We have reshaped BHP’s portfolio to increase our exposure to future-facing commodities and higher-quality steelmaking materials.

Our iron ore business is a critical part of our future and we have extended our lead as the lowest-cost major iron ore producer globally. We have achieved a world-leading position in copper, which is key to renewable energy, electric vehicles and data centres.

We are developing a position in potash that will contribute to food security and more sustainable land use. We have focused our steelmaking coal portfolio on higher-quality coals preferred by our customers to produce steel for cities and infrastructure for decarbonisation.

Today, we have a portfolio and options for growth, that leave us well positioned to provide the commodities the world will need more of in the decades to come.

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Looking ahead

Your company is well placed to meet the challenges of our rapidly changing world. It is the combination of our outstanding people, world-class assets and execution excellence that creates long-term value for our shareholders and for the communities where we live. In FY2025, we showed that the consistent execution of our clear and simple strategy delivers results.

BHP is an outstanding business in great shape and I am confident we can continue to create value for you, our partners and many other stakeholders in the year ahead and for decades to come.

I look forward to meeting you at our Annual General Meeting.

Thank you for your continued support.

/s/ Ross McEwan

Ross McEwan

Chair

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Chief Executive Officer's review

Dear Shareholders,

In FY2025, we made good progress on strengthening our pipeline of attractive growth options in copper and potash, and delivered another strong year of operational and financial performance.

Most importantly, we did so safely. Nothing matters more than the safety of our people. We had no fatalities, and our total recordable injury and high potential injury frequency measures were both lower than the prior year.

This improvement has been driven by significant investments in engineering controls through our Fatality Elimination Program, continuous improvement of how leaders support their teams through Field Leadership and the operating discipline delivered through the BHP Operating System.

Executing well and delivering on our promises builds trust. Combined with the quality of our assets and the attractiveness of our chosen commodities, this gives us resilience and the foundation for long-term value growth.

Mining now in the global spotlight

We're seeing an increasing focus on critical minerals supply and supply chain security across the globe. This is happening against a backdrop of growing geopolitical and trade tensions, and reflects a growing understanding and acceptance of the critical role mining will play in supporting national security, energy transitions and technology development.

There is also a clearer recognition of the significant economic opportunity that accompanies investment in resources projects. Many resources producing nations are taking aggressive steps to improve competitiveness and to attract global capital to invest in new resource project opportunities.

We continue to advocate for policies that drive productivity, encourage investment and spur economic growth. We engage with political leaders, policymakers and industry counterparts regularly, making the case for the settings to unlock resources for the shared benefit of nations, our sector and your company.

Creating social value

Our approach to social value and sustainability differentiates BHP and is essential to the creation of long-term shareholder value.

We're seeing practical challenges affect the pace of the global energy transition, including the development of the necessary technology at competitive cost. BHP's climate commitments remain unchanged and we remain on track to meet our FY2030 operational decarbonisation target.

We continue to partner with First Nations and Indigenous peoples around the world. Over 90 per cent of BHP's operations are located on or near the traditional lands of Indigenous peoples – and we seek to build long-term relationships based on trust and mutual benefit. The significant uplift in our spend with Indigenous businesses during the year is a clear demonstration of this. We're focused on building multi-year partnerships that enable Indigenous businesses to secure investment, grow with confidence and build their capability to provide goods and services to large companies like BHP.

A culture and system for high performance

Everything we achieve starts with our 90,000 strong workforce.

This year we reached our global employee gender balance ambition of 40 per cent female representation early, and improved year-on-year performance against our Indigenous employee participation targets in Australia, Canada and Chile. Our efforts to build a better BHP, with a more inclusive, collaborative and respectful culture, have underpinned this achievement, and contributed to a safer, more productive and more reliable BHP.

We have built a track record of operational excellence over recent years, underpinned by the BHP Operating System.

In FY2025, we achieved copper production of over 2 million tonnes for the first time – and have lifted copper production by 28 per cent since FY2022. In steelmaking coal, improved operational productivity helped us increase production at BMA, excluding Blackwater and Daunia which were divested in April 2024. At Western Australia Iron Ore, we achieved record production while maintaining our position as the world's lowest cost major iron ore producer, now for the sixth year in a row.

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Project delivery

We are embedding the BHP Operating System in the way we plan and execute our capital projects as well. We recognise that reliable, capital efficient development of assets and infrastructure is critical to enabling our growth and to maximising shareholder returns.

On Jansen Stage 1, a combination of inflation and cost escalation, design development and scope changes, and lower productivity on certain aspects of the project have resulted in a revision of our costs for construction. This is disappointing. It is not representative of the performance we have seen on BHP projects more broadly, nor what we aspire to.

We're taking steps to improve performance on Jansen Stage 1 and we'll be applying what we learn to strengthen project delivery across the board at BHP.

Winning strategy, clear path for growth

Our simple, clear strategy drives strong results and long-term value growth.

We've reshaped our portfolio in anticipation of the megatrends playing out around us, including our position in copper. A much greater proportion of our EBITDA – 45 per cent in FY2025 – now comes from copper. And we're pursuing more copper growth from our existing assets and through strategic partnerships, including our newly formed Vicuña joint venture which holds copper deposits on the Argentina-Chile border.

Through the disciplined application of our Capital Allocation Framework, we seek to sustain our assets, maintain a strong balance sheet and balance attractive shareholder returns and investment in our growth.

The quality of our assets and our pipeline of compelling growth prospects gives us added optionality. This allows us to deliberately and strategically choose how we grow value for shareholders.

To support our growth, we're putting our strong balance sheet to work. We've optimised our net debt target range to US$10 billion to US$20 billion. This reflects the significant improvement in our operational performance and portfolio since it was last set.

A clear future

We have world-leading assets and we operate them well – underpinned by the sustained focus and capability building that comes through the BHP Operating System.

This allows us to deliver industry-leading margins, high returns and funds for our growth – a unique combination that underpins our strength, consistency and resilience through the cycle.

I am confident that BHP is positioned to deliver attractive value and growth for you in the years ahead. Thank you for your continued support.

/s/ Mike Henry

Mike Henry

Chief Executive Officer

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1. Why BHP

13 August 2025 marked 140 years since seven ordinary people gathered on a small plot of ground at Broken Hill in outback New South Wales, Australia. They had no idea the silver, lead and zinc mine they had established would become one of the world's biggest companies and a global leader in the resources industry, BHP.

Since then, BHP has produced many of the vital resources the world needs to grow and develop. Materials integral to what we use and do every day.

Over the last 140 years our business has remained steadfastly resilient through mining cycles regardless of what has been happening in the world around us. We have done this by continually evolving our portfolio, by our ongoing drive to be the world's best mining operator and by applying financial discipline to the decisions we make.

We have built our business by investing, expanding and reshaping it to meet the changing demands of the world. Providing rewarding jobs and careers for hundreds of thousands of people. Making valuable contributions to the countries, regions and communities where we operate. Rewarding our shareholders with dividends and strong returns.

Today, BHP is the world's largest mining company by market capitalisation.[1] We have world-leading operations across the globe producing materials vital for a better world. And we are positioned and ready to meet the challenges of the decades to come.

How we operate is important

The keys to our successful past and exciting future are the same – our people, capabilities, scale, portfolio and, in more recent times, the unique overarching way we work through the BHP Operating System (BOS). BOS differentiates our approach, makes improvement central to everyone's role and provides for sustainable operating excellence year after year.

We seek to use our capital carefully and effectively. We operate our assets efficiently. We have an overriding focus on safety. We embrace technology and innovation.

We have a clear strategy and proven record of execution against it. We grow value through our large, long-life, quality assets in materials that improve standards of living and support decarbonisation and digitalisation, and through our differentiated focus on social value, which is integral to how we operate. We seek to extract materials as efficiently and effectively as we can while seeking to appropriately manage impacts on the planet. We choose to partner with peers, suppliers and customers where we believe we can innovate or create value together.

Our products are vital for a better world

Copper, iron ore, steelmaking coal and potash support the pursuit of a very basic human instinct – to improve our lives and those of the generations that come after us. Copper for renewable power, to rewire our energy system and to enable digitalisation. Steelmaking materials to build better, safer and more liveable cities and renewables infrastructure. Potash for food security and more sustainable land use.

These are building blocks for a better world. Billions of people seeking higher standards of living is an enduring source of demand for commodities that BHP is proud to play a part in supplying.

We have multiple growth options

As new large, low-cost ore bodies become harder to find and develop, the scale and quality of our portfolio positions us well. We hold some of the world's largest resources and lowest-cost assets.

One of our biggest growth levers is productivity and unlocking more value from the assets we operate. We seek to improve productivity through the capabilities of our people and our culture of continuous improvement, and the use of technology and innovation to extract more from what we do every day.

The scale of our assets provides growth options. In copper, we are advancing multiple options in Chile and we are studying growth options at our copper province in South Australia. We are seeking to produce more iron ore in Western Australia. We are working to improve productivity at our steelmaking coal operations in Queensland. We have sanctioned the second stage of our Jansen potash project in Canada, which we believe will double Jansen's expected production capacity once complete.

We are always on the lookout for the right opportunities. In the last financial year, we formed the Vicuña joint venture with Canada's Lundin Mining, which holds the Josemaria and Filo del Sol copper deposits on the Argentina-Chile border. The Vicuña joint venture will create a long-term partnership between BHP and Lundin Mining to jointly develop an emerging copper district with world-class potential. The Filo del Sol deposit is one of the largest copper deposit discoveries in the last 30 years.

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We are a partner with Rio Tinto in the Resolution Copper Project in the United States, which is also one of the largest undeveloped copper projects in the world and has the potential to be a significant copper producer in North America.

Our focus on social value generates business value

Social value is what we call our positive contribution to society. It helps underpin stable operations, reduces risk and opens doors to opportunities, partnerships, talent and capital. It delivers business value.

We are proud to have achieved our long-term aspirational goal of gender balance within our employee workforce during FY2025. We define gender balance as a minimum 40 per cent women and 40 per cent men, consistent with the definitions used by entities such as the International Labour Organization. Female employee representation reached 41.3 per cent at financial year end, from 17.6 per cent when we began this journey nine years ago.

We are the first global, listed mining company to achieve this milestone, which has not only made BHP a better, more inclusive business for our workforce, it has helped make us a better place to work. A more inclusive culture has underpinned both female representation and better safety and operational performance.

We see enormous opportunity before us

The opportunity for BHP and what we can contribute for the world is profound. The development, decarbonisation and digitalisation of the globe involve pathways that require a significant increase in production of the key materials we produce.

We seek to meet this demand and grow value for our partners and stakeholders, driving attractive returns and long-term value for our shareholders.

BHP has been bringing people and resources together to build a better world for the last 140 years. Our resilient business is well positioned to fulfil our aspiration to deliver value for our shareholders and those around us for many more to come.

Footnote

1. Market capitalisation as at 30 June 2025, sourced from Bloomberg.

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Our strategy

We will responsibly manage the most resilient long-term portfolio of assets, in highly attractive commodities and will grow value through being excellent at operations, discovering and developing resources, acquiring the right assets and options, and capital allocation.

Through our differentiated approach to social value, we will be a trusted partner who creates value for all stakeholders.

Our business model

Exploration and acquisition

We seek to add high-quality interests through our exploration activities and early-stage entry and acquisition options.

Development and mining

We strive to achieve the industry's best performance in safety, operational excellence, project management and allocation of capital.

Process and logistics

We process and refine ore and seek to safely manage waste. Our objective is to efficiently and sustainably transport our products to customers.

Sales, marketing and procurement

We maximise value through our centralised marketing and procurement organisations, commercial expertise, understanding of markets and customer and supplier relationships.

Closure and rehabilitation

We consider closure and rehabilitation throughout the asset lifecycle to help minimise our impact and optimise post-closure value for all stakeholders and partners.



Our Purpose

To bring people and resources together to build a better world.

Our Values

Set the tone for our culture, a unique part of our competitive advantage. They are a declaration of what we stand for. They guide our decision-making, reinforce our culture and ensure all our people deliver on our purpose.

Do what's right
A sustainable future starts with safety and integrity, building trust with those around us.

Seek better ways
Listening to learn and inspiring challenge is how we drive progress.

Make a difference
The accountability to act, create value and have impact is on each of us, every day.

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2. Our business

2.1 Our portfolio

A resource mix for today – and for the future

We have copper, which is used in electrification and renewable power and is important for digitalisation. We have iron ore, which is essential for making steel needed for construction, including renewables infrastructure. Our higher-quality steelmaking coal is used in the blast furnace process for making steel. We are developing a world-class potash asset. Potash is used in fertilisers to assist with food security for a growing population and more sustainable land use. We are also a major producer of uranium and gold, which are by-products of our copper production.

Copper
Record group copper production
2.02 Mt
^8% on FY2024

We are one of the world's largest copper producers. We continue to pursue our strategy to increase our exposure to copper by effective capital allocation to grow our existing assets and through exploration, acquisition and early-stage options. We are using technical innovation, such as new flotation technology, to help control energy costs and unlock value.

Our copper production rose 8 per cent in FY2025 to a record of over 2 million tonnes (Mt). We have grown annual copper production by 28 per cent since FY2022.

Escondida in Chile is the world's largest copper mine and achieved its highest production in 17 years. Spence in Chile achieved record production, while in Australia, Copper SA finished the year strongly with copper production records in June and for the second half of the year.

In FY2025, we increased our early-stage options in copper by forming the Vicuña joint venture with Canada's Lundin Mining to hold the Josemaria and Filo del Sol copper prospects on the Argentina-Chile border. This joint venture provides an exciting opportunity to jointly develop an emerging copper district with world-class potential.

Group copper production for FY2026 is expected to remain strong at between 1.8 Mt and 2 Mt on a consolidated basis. As we look ahead to the 2030s, we have a number of projects in execution and under study that we estimate could deliver 2 million tonnes per annum (Mtpa) of attributable copper production during the decade.[1]

>For more information refer to OFR 6.1

Iron ore
Third-consecutive full-year production record
263 Mt
^1% on FY2024

Western Australia Iron Ore (WAIO) is the lowest-cost major iron ore producer globally[2] and has one of the lowest greenhouse gas (GHG) emission production intensities of benchmarked iron ore operations.[3]

WAIO set multiple records in FY2025, including for full-year production of 257 Mt (290 Mt on a 100 per cent basis). South Flank exceeded its name plate capacity production of 80 Mt (100 per cent basis) in its first full year of operation after being delivered on time and on budget in FY2024. The efficiency of our infrastructure hubs continued to strengthen performance, with rail, port and technology investments delivering tangible production outcomes.

Production for FY2026 is expected to be between 284 and 296 Mt (100 per cent basis) incorporating the planned renewal of Car Dumper 3 in the first half of FY2026 and the ongoing tie-in activities for the Rail Technology Programme. Production increased by 34 per cent at Samarco in Brazil to 6.4 Mt (12.8 Mt 100 per cent basis) in FY2025 following the ramp up of a second concentrator ahead of schedule.

>For more information refer to OFR 6.2

Steelmaking coal
Focusing on higher-quality product
18 Mt
↓ 19% on FY2024

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We continue to focus our steelmaking coal operations in Queensland on higher-quality product and have one of the lowest GHG emission production intensities of benchmarked export steelmaking coal mines.[3]

Excluding the contribution of the Blackwater and Daunia mines, which were divested in FY2024, production increased 5 per cent to 18 Mt in FY2025 (36 Mt 100 per cent basis). Raw coal inventory levels increased 12 per cent. The strong performance was underpinned by improved truck productivity and led to increased production across all open-cut mines.

Our focus on rebuilding raw coal inventory enabled us to stabilise operating performance across the asset and increase production despite geotechnical challenges at Broadmeadow and a 36 per cent year-on-year increase in rainfall.

Production for FY2026 is expected to increase to between 18 and 20 Mt (36 and 40 Mt on a 100 per cent basis), weighted to the second half, while unit costs are expected to decrease with guidance between US$116/t and US$128/t as we push to further improve productivity.

Our focus on improving value chain stability will continue into CY2027 as we continue to rebuild raw coal inventory to sustainable levels and normalising strip ratios.

>For more information refer to OFR 6.3

Potash
Major global producer by the end of the decade
US$7.0bn - US$7.4bn
Estimated capital expenditure for Jansen Stage 1

We are developing one of the world's largest potash mines in Canada. Jansen will increase our product diversification, customer base and operating footprint, and expand our business into a future growth market.

Jansen Stage 1 (JS1) was 68 per cent complete by the end of FY2025.

In July 2025, we announced updates relating to the Jansen potash project.

We estimate capital expenditure for JS1 to increase from our original estimate of US$5.7 billion to be in the range of US$7.0 billion to US$7.4 billion including contingencies, and first production to revert back to the original schedule of mid-CY2027.

We expect to update the market on JS1's timing and optimised capital expenditure estimate in the second half of FY2026.

We have decided to extend the execution of JS2 by two years, shifting first production from FY2029 to FY2031, as part of our regular review of capex sequencing under the Capital Allocation Framework.

JS2's capital expenditure remains under review and we expect to update the market on JS2's optimised capital expenditure estimate in the second half of FY2026.

Jansen is a world-class asset and is expected to have operating costs at the low end of the cost curve when fully ramped up.

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>For more information refer to OFR 6.4

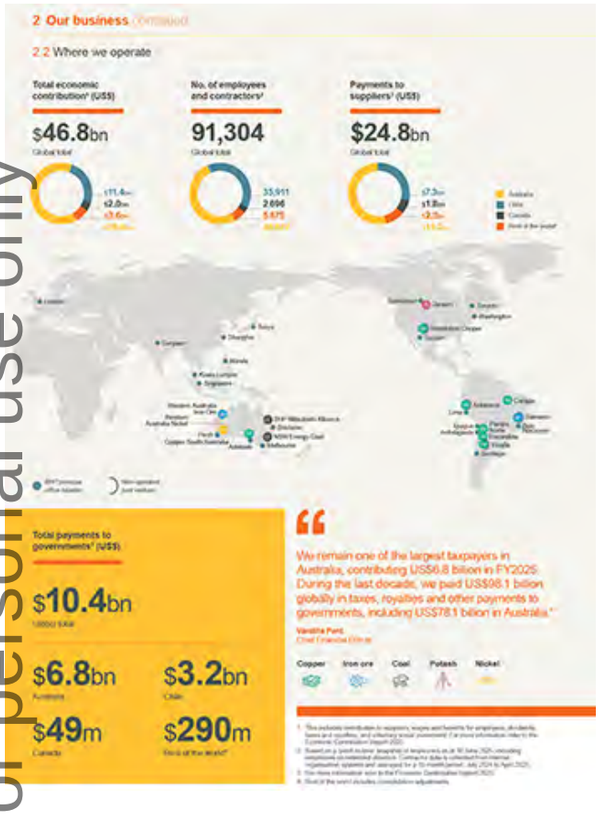
Footnotes

1. Represents our current aspiration for BHP group attributable copper production, and not intended to be a projection, forecast or production target and investors should not rely on this aspirational statement when making any investment decisions. The statement is aspirational as it is contingent on potential increases in production rates, as well as potential from non-operated joint ventures and exploration programs (which are uncertain and may not be realised). The pathway is subject to the completion of technical studies to support Mineral Resource and Mineral Reserves estimates, capital allocation, regulatory approvals, market capacity and, in certain cases, the development of exploration assets, in which factors are uncertain.

2. BHP internal analysis based on WAIO C1 reported unit costs compared to publicly available unit costs reported by major competitors (including Fortescue, Rio Tinto and Vale), adjusted based on publicly available financial information.

3. For CY2024, the GHG emissions intensity of our production of our commodities is estimated to rank in the first quartile for our iron ore and sitting across first and second quartiles for copper and steelmaking coal mines of global mining operations analysed by CRU. This analysis is based on CY2024 data from CRU (as CRU data is prepared on a calendar year basis) and includes CRU's assumptions and estimates of BHP's operations. For more information on how the GHG emission intensity for our iron ore, and copper and steelmaking coal mines has been calculated and compared refer to the BHP ESG Standards and Databook 2025 available at bhp.com/ESGSD2025.

2.2 Where we operate



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3. Our key differentiators

BHP is in the right commodities. We hold great resources. We operate them excellently. And we apply discipline in how we allocate capital. The combination of these factors underpins enduring value creation. They also enable our resilience through the mining cycle.

There are many factors that contribute to our business stability, each of which is vital. It's the unique combination of these factors that sets BHP apart.

Our people

We have more than 90,000 employees and contractors globally.[1] We strive to offer an engaging and supportive workplace, which empowers our people to find safer and more productive ways of working. To do this, we provide tools and opportunities in our working environment to allow our people to perform at their best. Our people are empowered daily in their work by the BHP Operating System (BOS).

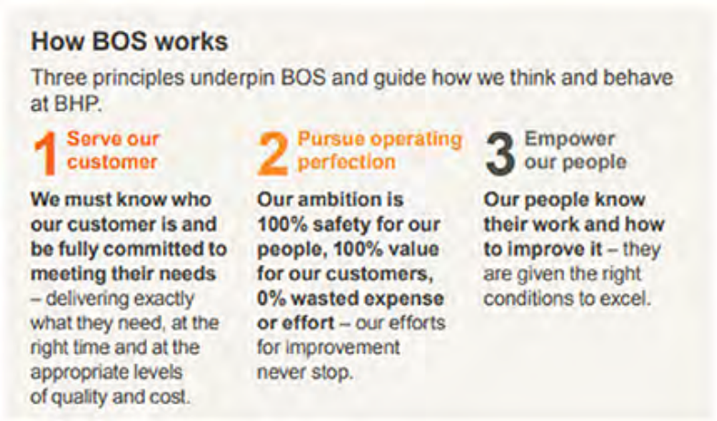
Safety



BHP Operating System

BOS is our unique overarching management system that enables the right culture, routines, behaviours and leadership to deliver operating excellence and leading safety performance. It provides us with a competitive edge.

BOS drives continuous improvement through the application of BOS tools and practices. It helps strengthen our culture and enables us to set ambitious targets where our people can learn and enjoy what they are doing. It makes improvement central to everyone's role. BOS helps us focus on leadership development, capability and engagement, and creates better-planned, more stable work processes.



Social value

We are committed to social value and the responsible provision of commodities the world needs to develop, decarbonise and digitise. Social value creates business value.

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In FY2025, we continued to refine our approach to social value. We have a 2030 social value scorecard to monitor our progress. Each year since first publishing the social value scorecard in June 2022, we have reported performance against key metrics and the milestones for that year and set out new short-term milestones for the next year, to demonstrate the pathway to FY2030.

>For more information on our 2030 social value scorecard refer to OFR 9.4

Financial excellence

We use our Capital Allocation Framework (CAF) to assess the most effective and efficient way to deploy capital. Since we last revised our net debt target range in FY2022, our underlying portfolio fundamentals have improved, with materially higher copper production, improved operational stability, an industry-leading cost position at WAIO and lower unit costs at our operated copper assets leading to improved debt service capacity.

Our balance sheet remains strong, and we are putting it to work to assist in funding our suite of attractive organic growth projects while we continue to deliver attractive shareholder returns. As a result, we have increased our net debt target range to between US$10 billion and US$20 billion (from between US$ 5 billion and US$15 billion).

Our Capital Allocation Framework



Exceptional performance

Operating excellence

Enabled by BOS, operational excellence underpins strong returns and investment growth. FY2025 was a standout year for BHP, marked by record production, continued sector-leading margins and disciplined capital allocation.

We are the world's lowest-cost major iron ore producer and have been for six years, and we have the best track record of delivering production against guidance amongst our competitors.

Operating and financial strength

The strength of our portfolio, our operating excellence and financial rigour from our disciplined application of the CAF enable us to deliver strong and consistent returns. We achieved net operating cash flow of US$18.7 billion in FY2025. Our net operating cash flow has been more than US$15 billion for all but one of the past 16 years. Over the past decade, our EBITDA margin has averaged 55 per cent and it is approximately 10 percentage points above our closest major competitor.

Project excellence

Project excellence is a major focus and we continue to build strong capability in this area. We have a disciplined approach to the execution of projects with focus on predictability and efficiency, as shown through our delivery of the South Flank mine and the Port Debottlenecking Project 1 at WAIO, and the Spence Growth Option in Chile.

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Technology and innovation

In FY2025, we launched a refreshed Technology Strategy to accelerate the role of technology as a key enabler of our business. This strategy positions us to harness data, digital solutions and innovation to improve safety, enhance productivity and unlock long-term value across our global operations.

Technology supports every part of our value chain – from exploration and processing to production and logistics. We use automation, artificial intelligence (AI) and data analytics to manage risk, improve asset performance and support our decision-making. Our systems achieve critical technology service availability nearly 100 per cent of the time, supporting the safe and continuous operation of our operated assets and functions.

From a safety perspective, our strategy involves assessing new technologies, such as proximity and edge detection systems on mobile equipment and vehicles. AI is also expected to play an increasingly prominent role in our operations and business.

By improving how we use data and digital tools, we aim to shorten innovation cycles, reduce operational variability and accelerate value creation. These efforts are already delivering results in areas such as maintenance optimisation, supply chain planning and frontline safety.

Footnotes

1. Based on a 'point-in-time' snapshot of employees as at 30 June 2025, including employees on extended absence. Contractor data is collected from internal organisation systems and averaged for a 10-month period, July 2024 to April 2025.
2. Combined employee and contractor frequency per 1 million hours worked. Excludes former OZ Brazil assets.

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4. Positioning for growth

With our clear strategy and focus on creating and sustaining the right portfolio of the best assets with enhanced growth optionality, BHP is well placed to capitalise on the changes shaping our world.

Our global copper growth program

Our biggest near-term growth levers are improving productivity at our existing assets and unlocking more of their potential. We have significant opportunities in our world-leading copper portfolio. These projects have potential to enable significant total annual copper production through the 2030s.

In Chile, we have a strong pipeline of organic growth options with attractive returns across our Escondida and Pampa Norte assets, which we expect will enable copper production in Chile to average ~1.4 Mtpa through the 2030s.

In South Australia, we are assessing the pathway to deliver >500 kilotonnes per annum (ktpa) of copper production (>700 ktpa CuEq), and a strategy to deliver up to 650 ktpa copper production from the 100 per cent-owned Copper South Australia. During FY2025, we have further optimised the sequence of this growth program.

Vicuña: an exciting new venture

BHP is pleased to be partnering with Canada's Lundin Mining in the Vicuña joint venture, an exciting new copper growth opportunity for both companies in Argentina and Chile. In January 2025, BHP and Lundin Mining formed the Vicuña joint venture to hold the combined Josemaria and Filo del Sol projects located on the Argentina-Chile border.

The joint venture will create a long-term partnership between BHP and Lundin Mining to jointly develop an emerging copper district with world-class potential. The proximity of Josemaria and Filo del Sol allows for infrastructure to be shared between the deposits, with greater economies of scale and increased optionality for staged expansions, as well as the incorporation of future exploration as the development matures.

Unlocking further iron ore growth at WAIO

WAIO has been the world's lowest-cost major iron ore producer for the last six years. WAIO was designed with an initial capacity of 240 Mtpa (100 per cent basis). In FY2025, WAIO produced a record 290 Mt (100 per cent basis) demonstrating supply chain excellence from pit to port.

We have approved the commissioning of a sixth car dumper (CD6) and related infrastructure at Port Hedland for a total investment of ~US$0.9 billion.[1] CD6 will create capacity to maintain production of >305 Mtpa (100 per cent basis) from Q4 FY2028 through a period of planned major CD renewals beginning in FY2029. It will also improve our ore blending and screening capability at the port.

Our position in potash

Potash is a fertiliser and can enable more efficient and sustainable farming. We believe potash is going to be increasingly required for agricultural use as a growing population seeks more and better food production from constrained farmable land.

We are developing what we expect will be a best-in-class new potash mine in Canada capable of generating strong cash flow through the cycle. Jansen has the potential to deliver long-term value for shareholders, local communities and First Nations, and positions BHP to be one of the leaders in the global potash industry.

>For more information refer to OFR 6.4

Creating and accelerating longer-term options

BHP Ventures

BHP Ventures is our dedicated venture capital unit. It invests in companies developing game-changing technologies with the potential to make BHP's global operations safer, more productive and more sustainable.

Investments in FY2025 included technologies covering ore characterisation, industrial robotics and physical artificial intelligence systems, subsurface mapping and ammonia cracking for maritime decarbonisation. Further investments were made in Boston Metal and Electra, portfolio companies supporting our electrochemical reduction pathway. Through our investments, we aim to accelerate the development of technology - such as early-stage leaching technologies - to benefit not only our business and value chain, but that of our broader industry.

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Think & Act Differently

Think & Act Differently is BHP's team set up to find and accelerate leading mining technology solutions to support our ambitions to deliver commodities the world needs in new ways.

In FY2025, successful pilots were conducted for Hydrofloat and Jameson cells, both flotation technologies that could help us recover more metal from the ore we process. A flame emissions probe, which is a slag temperature and characteristic monitoring tool, was developed, seeking to improve control and enhance safety in the Olympic Dam smelter. We also trialled automated drill rigs to improve efficiency.

Collaboration with vendors also led to advancements in 3D seismic and muon tomography technologies for better ore body knowledge. Through our open innovation program, we supported 40 innovators in FY2025 providing them with mentoring, funding, data and samples to help develop options for the future.

Growth through exploration, focused on copper

Exploration

In FY2025, we continued to strengthen our exploration portfolio, focusing primarily on copper opportunities. Our efforts spanned early-stage greenfield exploration, strategic alliances and the expansion of our Xplor accelerator program.

Global greenfield exploration: expanding our footprint

Our greenfield exploration is focused on the discovery of material new copper resources. We advanced greenfield exploration activities in Australia, Botswana, Canada, Chile, Norway, Peru, Serbia, Sweden and the United States.

Copper South Australia: exploration and resource drilling

In August 2024, we announced an Inferred Mineral Resource at Oak Dam. We also had promising brownfield exploration drilling results at OD Deeps, which included intercepts exceeding 1.0 per cent copper. Exploration drilling continued throughout FY2025, targeting resource expansion and further delineation of high-grade zones.



BHP Xplor

Established in FY2023, BHP Xplor continues to serve as our accelerator for early-stage critical mineral exploration. The program offers equity-free grants of up to US$500,000 and access to BHP's expert network, enabling selected companies to rapidly test geological concepts and mature their projects. To date, Xplor has supported 21 companies, with several companies advancing to longer-term commercial arrangements – demonstrating a clear pathway from concept to partnership.

In January 2025, we announced the largest and most geographically diverse Xplor cohort to date, chosen based on the high quality of their exploration programs, strong leadership and innovative approaches to leveraging leading-edge technologies and data. The eight selected companies span seven countries – the United States, Argentina, Canada, Saudi Arabia, Serbia, Peru and Germany – and are primarily focused on copper.

Exploration expenditure

Our total metals exploration expenditure was US$396 million in FY2025, a 13 per cent decrease on FY2024. Our resource assessment exploration expenditure decreased by 25 per cent to US$250 million, while our greenfield expenditure increased by 18 per cent to US$146 million.

For more information on our exploration expenditure refer to Additional information 3 – Financial information by commodity.

Footnote

1. Estimated capital expenditure is BHP equity share

Chief Financial Officer's review

Not required for US reporting.

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5. Financial review

5.1 Group overview

We prepare our Consolidated Financial Statements in accordance with International Financial Reporting Standards (IFRS), as issued by the International Accounting Standards Board. We publish our Consolidated Financial Statements in US dollars. All Consolidated Income Statement, Consolidated Balance Sheet and Consolidated Cash Flow Statement information below has been derived from audited Consolidated Financial Statements.

>For more information refer to Financial Statements

We use various non-IFRS financial information to reflect our underlying financial performance. Non-IFRS financial information is not defined or specified under the requirements of IFRS, however is derived from the Group's Consolidated Financial Statements prepared in accordance with IFRS. The non-IFRS financial information is consistent with how management reviews the financial performance of the Group with the Board and the investment community. OFR 13 'Non-IFRS financial information' includes our non-IFRS financial information and OFR 13.1 'Definition and calculation of non-IFRS financial information' outlines why we believe non-IFRS financial information is useful and the relevant calculation methodology. We believe non-IFRS financial information provides useful information, however it should not be considered as an indication of, or as a substitute for, statutory measures as an indicator of actual operating performance (such as profit or net operating cash flow) or any other measure of financial performance or position presented in accordance with IFRS, or as a measure of a company's profitability, liquidity or financial position.

Summary of financial measures

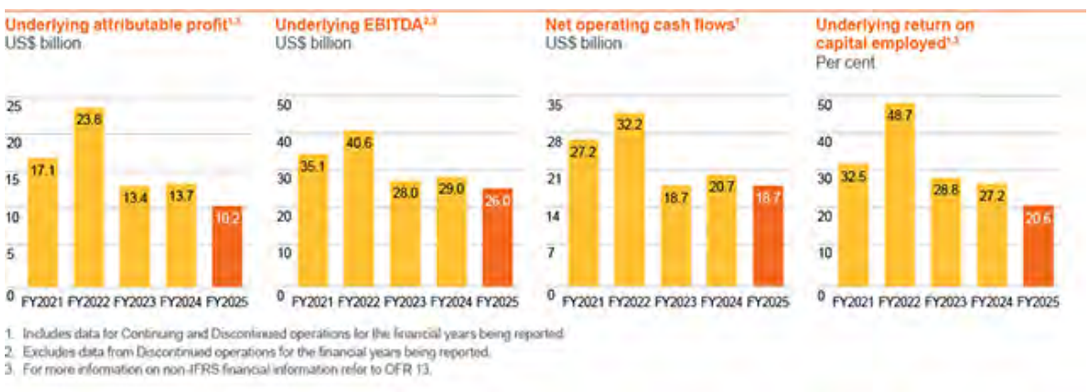
Year ended 30 June **US$M**	**2025**	2024
Consolidated Income Statement (Financial Statements 1.1)		
Revenue	**51,262**	55,658
Profit/(loss) after taxation	**11,143**	9,601
Profit/(loss) after taxation attributable to BHP shareholders	**9,019**	7,897
Dividends per ordinary share – paid during the period (US cents)	**124.0**	152.0
Dividends per ordinary share – determined in respect of the period (US cents)	**110.0**	146.0
Basic earnings/(loss) per ordinary share (US cents)	**177.8**	155.8
Consolidated Balance Sheet (Financial Statements 1.3)		
Total assets	**108,790**	102,362
Net assets	**52,218**	49,120
Consolidated Cash Flow Statement (Financial Statements 1.4)		
Net operating cash flows	**18,692**	20,665
Capital and exploration and evaluation expenditure	**9,794**	9,273
Other financial information (OFR 13)		
Net debt	**12,924**	9,120
Underlying attributable profit	**10,157**	13,660
Underlying EBITDA	**25,978**	29,016
Underlying basic earnings per share (US cents)	**200.2**	269.5
Underlying return on capital employed (per cent)	**20.6**	27.2

5.2 Key performance indicators

Our key performance indicators (KPIs) enable us to measure our development and financial performance. These KPIs are used to assess performance of our people throughout the Group.

>For information on our approach to performance and reward refer to Remuneration Report

>For information on our overall approach to executive remuneration, including remuneration policies and remuneration outcomes refer to Remuneration Report



1. Includes data for Continuing and Discontinued operations for the financial years being reported.
2. Excludes data from Discontinued operations for the financial years being reported.
3. For more information on non-IFRS financial information refer to OFR 13.

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Reconciling our financial results to our key performance indicators

	Profit		Earnings		Cash		Returns	
		US$M		US$M		US$M		US$M
Measure	**Profit after taxation**	**11,143**	**Profit after taxation**	**11,143**	**Net operating cash flows**	**18,692**	**Profit after taxation**	**11,143**
Made up of	Profit after taxation		Profit after taxation		Cash generated by the Group's consolidated operations, after dividends received, interest, proceeds and settlements of cash management related instruments, taxation and royalty-related taxation. It excludes cash flows relating to investing and financing activities.		Profit after taxation	
Adjusted for	Exceptional items before taxation **1,234**		Exceptional items before taxation	**1,234**			Exceptional items after taxation	**1,138**
	Tax effect of exceptional items **(96)**		Tax effect of exceptional items	**(96)**			Net finance costs excluding exceptional items	**653**
	Exceptional items after tax attributable to non-controlling interests –		Depreciation and amortisation excluding exceptional items	**5,540**			Income tax expense on net finance costs	**(224)**
	Exceptional items attributable to BHP shareholders	**1,138**	Impairments of property, plant and equipment, financial assets and intangibles excluding exceptional items	**198**			Profit after taxation excluding net finance costs and exceptional items	**12,710**
	Profit after taxation attributable to non-controlling interests	**(2,124)**	Net finance costs excluding exceptional items	**653**			Net assets at the beginning of the period **49,120**	
			Taxation expense excluding exceptional items	**7,306**			Net debt at the beginning of the period **9,120**	
							Capital employed at the beginning of the period	**58,240**
							Net assets at the end of the period **52,218**	
							Net debt at the end of the period **12,924**	
							Capital employed at the end of the period	**65,142**
							Average capital employed	**61,691**
To reach our KPIs	**Underlying attributable profit**	**10,157**	**Underlying EBITDA**	**25,978**	**Net operating cash flows**	**18,692**	**Underlying return on capital employed** **20.6%**	
Why do we use it?	Underlying attributable profit allows the comparability of underlying financial performance by excluding the impacts of exceptional items.		Underlying EBITDA is used to help assess current operational profitability excluding the impacts of sunk costs (i.e. depreciation from initial investment). It is a measure that management uses internally to assess the performance of the Group's segments and make decisions on the allocation of resources.		Net operating cash flows provide insights into how we are managing costs and increasing productivity across BHP.		Underlying return on capital employed is an indicator of the Group's capital efficiency. It is provided on an underlying basis to allow comparability of underlying financial performance by excluding the impacts of exceptional items.	

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5.3 Financial results

The following table provides more information on the revenue and expenses of the Group in FY2025.

Year ended 30 June	**2025 US$M**	2024 US$M	2023 US$M
Revenue[1]	**51,262**	55,658	53,817
Other income	**368**	1,285	394
Expenses excluding net finance costs	**(32,319)**	(36,750)	(31,873)
Profit/(loss) from equity accounted investments, related impairments and expenses	**153**	(2,656)	594
Profit from operations	**19,464**	17,537	22,932
Net finance costs	**(1,111)**	(1,489)	(1,531)
Total taxation expense	**(7,210)**	(6,447)	(7,077)
Profit after taxation	**11,143**	9,601	14,324
Attributable to non-controlling interests	**2,124**	1,704	1,403
Attributable to BHP shareholders	**9,019**	7,897	12,921

1. Includes the sale of third-party products.

Profit after taxation attributable to BHP shareholders of US$9.0 billion includes an exceptional loss of US$1.1 billion (after tax) and compares to US$7.9 billion in FY2024 which included an exceptional loss of US$5.8 billion (after tax). The FY2025 exceptional loss comprises US$0.9 billion (after tax) relating to Samarco dam failure impacts and US$0.2 billion (after tax) costs associated with the transition of Western Australia Nickel (WAN) into temporary suspension. The FY2024 exceptional loss included US$3.8 billion (after tax) relating to Samarco dam failure impacts, US$2.7 billion (after tax) impairment in relation to WAN assets, partially offset by US$0.7 billion (after tax) gain on divestment of the Blackwater and Daunia mines.

>For more information on Exceptional items refer to Financial Statements note 3 ‘Exceptional items’

Revenue of US$51.3 billion decreased by US$4.4 billion, or 8 per cent from FY2024. This decrease was mainly due to lower average realised prices for iron ore and coal combined with the transition of WAN into temporary suspension in December 2024 and the divestment of Blackwater and Daunia in April 2024. The decrease was partially offset by higher average realised prices for copper combined with higher copper sales volumes.

Higher sales volumes were driven by record copper production primarily due to Escondida higher concentrator feed grade and throughput due to operational improvements, mine sequencing and productive movement and record production at Spence from improved operating performance. Although WAIO also achieved a production record, sales volumes were lower due to increased weather impacts from Tropical Cyclone Zelia and Tropical Storm Sean.

>For information on our average realised prices and production of our commodities refer to OFR 12

Other income of US$0.4 billion decreased by US$0.9 billion, or 71 per cent from FY2024 largely reflecting the exceptional US$0.9 billion (before tax) gain on divestment of Blackwater and Daunia recognised in FY2024.

Total expenses excluding net finance costs of US$32.3 billion decreased by US$4.4 billion, or 12 per cent from FY2024. This primarily reflected the prior period impact of the US$3.8 billion (before tax) impairment of WAN assets combined with lower government royalties of US$1.0 billion in the current year due to lower realised iron ore and coal prices. Raw materials and consumables costs decreased by US$0.6 billion, mainly due to the transition of WAN into temporary suspension in December 2024 and the divestment of Blackwater and Daunia in April 2024. These were partially offset by net inventory movements of US$0.7 billion across the Group and higher wages and salaries of US$0.4 billion primarily due to inflation.

Profit from equity accounted investments, related impairments and expenses of US$0.2 billion increased by US$2.8 billion from a loss of US$2.7 billion in FY2024 predominantly due to Samarco dam failure impacts in the prior period.

>For more information on the total impact of the Samarco dam failure provision and impairment charges connected with equity accounted investments refer to Financial Statements note 3 ‘Exceptional items’ and Financial Statements note 13 ‘Impairment of non-current assets’ respectively

Net finance costs of US$1.1 billion decreased by US$0.4 billion, or 25 per cent, from FY2024 primarily reflecting the impact of lower interest rates on the unwind of discounting on provisions combined with higher capitalised interest, mainly in relation to Potash projects.

>For more information on net finance costs refer to Financial Statements note 23 ‘Net finance costs’

Total taxation expense of US$7.2 billion increased by US$0.8 billion, or 12 per cent from FY2024 primarily due to the non-recurrence of a tax benefit of US$1.1 billion in relation to the impairment of WAN assets recognised in the prior period, the impact of a full year of higher Chilean mining taxes (effective 1 January 2024) and also higher tax in line with higher Chilean profits.

>For more information on income tax expense refer to Financial Statements note 6 ‘Income tax expense’

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Principal factors that affect Underlying EBITDA

The following table and commentary describe the impact of the principal factors[1] that affected Underlying EBITDA for FY2025 compared with FY2024.

	US$M	
Year ended 30 June 2024	**29,016**	
Net price impact:		
Change in sales prices	**(4,580)**	Lower average realised prices for iron ore and coal, partially offset by higher average realised prices for copper.
Price-linked costs	**875**	Lower iron ore and coal royalties in line with lower prices.
	(3,705)	
Change in volumes	**2,215**	Record copper production primarily due to Escondida higher concentrator feed grade and throughput due to operational improvements, mine sequencing and productive movement and record production at Spence from improved operating performance, partially offset by Copper SA slightly lower production volumes due to a weather-related power outage in Q2 FY2025. Copper SA sales volumes were slightly higher due to inventory drawdown. Record WAIO production despite sales volumes being lower due to increased weather impacts from Tropical Cyclone Zelia and Tropical Storm Sean, and planned Rail Technology Programme tie-ins. BMA strong performance, supported by improved truck productivity and inventory drawdown, helped mitigate wet weather and geotechnical challenges.
Change in controllable cash costs:		
Operating cash costs	**(893)**	Higher costs at Escondida driven by one-off labour-related costs combined with higher operational and maintenance contractor costs to support higher material movement. Spence and Copper SA were higher due to finished goods inventory drawdowns. WAIO higher costs reflected additional planned shutdowns and to support higher material movement, partly offset by favourable inventory movements. BMA and NSWEC were higher due to inventory drawdowns to mitigate the impacts of wet weather, geotechnical conditions, and reduced truck availability, respectively.
Exploration and business development	**(60)**	
	(953)	
Change in other costs:		
Exchange rates	**354**	Impact of movements in the Australian dollar and Chilean peso against the US dollar.
Inflation on costs	**(538)**	Impact of inflation on the Group's cost base.
Fuel, energy, and consumable price movements	**148**	Predominantly lower diesel prices, partially offset by higher electricity and explosives prices.
Non-cash	**392**	Higher stripping capitalisation primarily at Escondida reflecting phase of mine plan.
One-off items		
	356	
Change in other:		
Asset sales	**(40)**	
Ceased and sold operations	**(722)**	Contribution from the Blackwater and Daunia mines prior to divestment in FY2024 and the transition of WAN into temporary suspension in December 2024.
Other	**(189)**	Includes higher rehabilitation costs reflecting increase in provision for certain contaminated sites.
Year ended 30 June 2025	**25,978**	

1. For information on the method of calculation of the principal factors that affect Underlying EBITDA refer to OFR 13.2.

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Cash flow

The following table provides a summary of the Consolidated Cash Flow Statement contained in Financial Statements 1.4, excluding the impact of foreign currency exchange rate changes on cash and cash equivalents.

Year ended 30 June	**2025 US$M**	2024 US$M	2023 US$M
Net operating cash flows	**18,692**	20,665	18,701
Net investing cash flows	**(13,350)**	(8,762)	(13,065)
Net financing cash flows	**(5,971)**	(11,669)	(10,315)
Net (decrease)/increase in cash and cash equivalents	**(629)**	234	(4,679)

Net operating cash inflows of US$18.7 billion decreased by US$2.0 billion. This is primarily due to lower average realised prices, inflationary impacts on the Group's cost base, and inventory movements, partially offset by record copper production and favourable foreign exchange movements.

Net investing cash outflows of US$13.4 billion increased by US$4.6 billion. This increase primarily reflects the US$2.1 billion to acquire a 50 per cent share in the Vicuña joint venture, US$1.1 billion of higher payments made in relation to Samarco, including settlement obligations, higher capital expenditure of US$0.6 billion, combined with non-recurrence of US$0.8 billion proceeds related to the divestment of Blackwater and Daunia received in FY2024.

>For more information on the Samarco ratification agreement and the acquisition of Filo Corp refer to Financial Statements note 4 'Significant events – Samarco dam failure' and note 29 'Investments accounted for using the equity method' respectively

Net financing cash outflows of US$6.0 billion decreased by US$5.7 billion, reflecting lower repayments of interest bearing liabilities of US$5.7 billion mainly from the non-recurrence of the repayment of the OZL acquisition facility of US$5.0 billion in FY2024 and lower bond repayments in the current period. Lower dividends paid to BHP shareholders of US$1.3 billion were largely offset by lower proceeds from interest bearing liabilities of US$1.0 billion.

>For more information refer to Financial Statements note 21 'Net debt'

Underlying return on capital employed (ROCE) of 20.6 per cent decreased by 6.6 percentage points (FY2024: 1.6 percentage point decrease) primarily due to the decrease in profit after taxation excluding net finance costs and exceptional items of US$3.3 billion combined with higher average capital employed reflecting the impact of the acquisition of a 50 per cent share in the Vicuña joint venture in FY2025 and the increase to the Samarco provision in FY2024.

>For more information on ROCE refer to OFR 13

The comparisons for the year ended 30 June 2024 to 30 June 2023 in connection with Financial results, Principal factors that affect Underlying EBITDA and Cash flow have been omitted from this annual report on Form 20-F and can be found in our annual report on Form 20-F for the fiscal year ended 30 June 2024, filed on 30 August 2024.

5.4 Debt and sources of liquidity

Our policies on debt and liquidity management have the following objectives:

- a strong balance sheet through the cycle
- diversification of funding sources
- maintain borrowings and excess cash predominantly in US dollars

Interest bearing liabilities, net debt and gearing

At the end of FY2025, Interest bearing liabilities were US$24.5 billion (FY2024: US$20.7 billion) and Cash and cash equivalents were US$11.9 billion (FY2024: US$12.5 billion). This resulted in Net debt of US$12.9 billion, which represented an increase of US$3.8 billion compared with the Net debt position at 30 June 2024. The increase is primarily due to US$18.7 billion operating cash flows generated being more than offset by US$9.8 billion of capital and exploration expenditure, US$2.1 billion acquisition of a 50 per cent share in the Vicuña joint venture, US$1.8 billion of Samarco settlement obligation payments and dividend payments of US$8.3 billion. Gearing, which is the ratio of Net debt to Net debt plus Net assets, was 19.8 per cent at 30 June 2025, compared with 15.7 per cent at 30 June 2024.

>For more information on Net debt and gearing refer to Financial Statements note 21 'Net debt' and OFR 13

During FY2025, gross debt increased by US$3.8 billion to US$24.5 billion as at 30 June 2025. The increase reflects the issuance of US$3.0 billion US bonds in February 2025 and entering a US$1.0 billion three-year loan in December 2024.

At the subsidiary level, Escondida repaid US$40 million of debt and received proceeds from debt of US$150 million in the period.

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Funding sources

In February 2025, the Group issued three tranches of USD bonds totalling US$3.0 billion and comprising US$1.0 billion 5.00 per cent bonds due CY2030, US$750 million 5.125 per cent bonds due CY2032 and US$1.25 billion 5.30 per cent bonds due CY2035. The USD bonds were issued by BHP Billiton Finance (USA) Limited, a wholly-owned finance subsidiary of BHP Group Limited, and are fully and unconditionally guaranteed by BHP Group Limited.

In December 2024, the Group entered a US$1.0 billion three-year term loan. The borrower is BHP Billiton Finance Limited, a wholly-owned finance subsidiary of BHP Group Limited, and is fully and unconditionally guaranteed by BHP Group Limited.

Our Group-level borrowing facilities are not subject to financial covenants. Certain specific financing facilities in relation to specific assets are the subject of financial covenants that vary from facility to facility, but this would be considered normal for such facilities.

In addition to the Group's uncommitted debt issuance programs, we hold the following committed standby facility:

	Facility available 2025 US$M	**Drawn 2025 US$M**	**Undrawn 2025 US$M**	Facility available 2024 US$M	Drawn 2024 US$M	Undrawn 2024 US$M
Revolving credit facility[1]	**5,500**	**–**	**5,500**	5,500	–	5,500
Total financing facility	**5,500**	**–**	**5,500**	5,500	–	5,500

1. The facility was refinanced on 10 July 2025, and has a five-year maturity, with two one-year extension options. The Group's committed US$5.5 billion revolving credit facility operates as a back-stop to the Group's uncommitted commercial paper program. The combined amount drawn under the facility or as commercial paper will not exceed US$5.5 billion. As at 30 June 2025, US$ nil commercial paper was drawn (FY2024: US$ nil), therefore US$5.5 billion of committed facility was available to use (FY2024: US$5.5 billion). A commitment fee is payable on the undrawn balance and interest is payable on any drawn balance comprising a reference rate plus a margin. The agreed margins are typical for a credit facility extended to a company with the Group's credit rating.

>For more information on the maturity profile of our debt obligations and details of our standby and support agreements refer to Financial Statements note 24 'Financial risk management'

>Information in relation to our material off-balance sheet arrangements, principally contingent liabilities, commitments for capital expenditure and commitments under leases at 30 June 2025 is provided in Financial Statements note 11 'Property, plant and equipment', Financial Statements note 22 'Leases' and Financial Statements note 32 'Contingent liabilities', respectively

In our opinion, working capital is sufficient for our present requirements. The Group's Moody's credit rating has remained at A1/P-1 outlook stable (long-term/short-term). The Group's Fitch credit rating has remained at A/F1 outlook stable (long-term/short-term). Credit ratings are forward-looking opinions on credit risk. Moody's and Fitch's credit ratings express the opinion of each agency on the ability and willingness of BHP to meet its financial obligations in full and on time. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by an assigning rating agency. Any credit rating should be evaluated independently of any other information.

The following table expands on the net debt, to provide more information on the cash and non-cash movements in FY2025.

Year ended 30 June	**2025 US$M**	2024 US$M
Net debt at the beginning of the period	**(9,120)**	(11,166)
Net operating cash flows	**18,692**	20,665
Net investing cash flows	**(13,350)**	(8,762)
Net financing cash flows	**(5,971)**	(11,669)
Net (decrease)/increase in cash and cash equivalents	**(629)**	234
Carrying value of interest bearing liability net (proceeds)/repayments	**(2,454)**	2,236
Carrying value of debt related instruments settlements	**147**	321
Carrying value of cash management related instruments proceeds	**(195)**	(361)
Fair value change on hedged loans[1]	**(263)**	214
Fair value change on hedged derivatives[1]	**290**	(188)
Foreign currency exchange rate changes on cash and cash equivalents	**24**	(159)
Lease additions (excluding leases associated with index-linked freight contracts)	**(547)**	(429)
Divestment of subsidiaries and operations	**–**	60
Other	**(177)**	118
Non-cash movements	**(673)**	(384)
Net debt at the end of the period	**(12,924)**	(9,120)

1. The Group hedges against the volatility in both exchange and interest rates on debt, and also exchange rates on cash, with associated movements in derivatives reported in Other financial assets/liabilities as effective hedged derivatives (cross currency and interest rate swaps), in accordance with accounting standards. For more information refer to Financial Statements note 24 'Financial risk management'.

Dividends

Our dividend policy provides for a minimum 50 per cent payout of Underlying attributable profit at every reporting period. The minimum dividend payment for the second half of FY2025 was US$0.50 per share. The Board determined to pay an additional amount of US$0.10 per share, taking the final dividend to US$0.60 per share (US$3.0 billion). In total, cash dividends of US$5.6 billion (US$1.10 per share) have been determined for FY2025.

The comparison for the year ended 30 June 2024 to 30 June 2023 has been omitted from this annual report on Form 20-F and can be found in our annual report on Form 20-F for the fiscal year ended 30 June 2024, filed on 30 August 2024.

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6. Our assets

6.1 Copper

Escondida



Overview

Escondida (BHP ownership: 57.5 per cent), located in the Atacama Desert in northern Chile, is a leading producer of copper concentrate and cathodes, with by-products including gold and silver.

Escondida's two open-cut pits feed three concentrator plants, as well as two leaching operations.

Key developments in FY2025

Escondida achieved its highest production in 17 years, increasing 16 per cent year-on-year due to record concentrator throughput, improved recoveries, higher concentrator feed grade of 1.02 per cent (FY2024: 0.88 per cent) and the Full SaL leaching project, which achieved first production in Q4 FY2025. Escondida Norte pit achieved the first full autonomous haulage in FY2025 with 33 trucks operating at the end of June 2025.

Escondida successfully completed negotiations for a new collective agreement with the Union N°1 of Operators and Maintainers, effective for 36 months from 2 August 2024; the associated industrial action prior to the finalisation of negotiations did not have a material impact on production during Q1 as a result of mitigating actions taken by management, including mine resequencing and prioritisation of ore movement. Escondida also completed negotiations with the Union N°3 of Operators and Maintainers, effective for 36 months from 20 December 2024.

Full SaL, a BHP-designed leaching technology, delivered first production during FY2025. We expect it to produce ~410 kt in copper cathodes at Escondida over a 10-year period through improved recoveries and shorter leach cycle times.

In November 2024, we outlined our attractive Escondida Growth Program at our Chilean copper site tour, with low capital intensity options in both concentrator and leaching pathways. Since then, we have identified several positive initiatives to improve the capital efficiency, production profile and value of the Escondida growth program. Near term these include several low capital intensity initiatives that can be executed immediately across the Laguna Seca concentrators; while we also plan to extend the life of the Los Colorados concentrator by ~6–12 months and, in parallel, optimise the demolition process to allow earlier access to high grade PL2 zone ore to offset the impact of this extension.

Our permitting strategy has progressed as expected and the first permit submitted in March 2025 will enable critical works to achieve our optimised production plan. Permitting for the new concentrator is under preparation and will be submitted by the end of FY2026.

We continue to study various leaching technologies, with each at different stages of evaluation.

Production for FY2026 is expected to be between 1,150 and 1,250 kt. Concentrator feed grade for FY2026 is expected to be lower than FY2025 at approximately 0.85 per cent.

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Pampa Norte

Overview

Pampa Norte (BHP ownership: 100 per cent) consists of two assets in the Atacama Desert in northern Chile – Spence and Cerro Colorado. Both are open-cut mines. Spence produces copper cathodes and copper concentrate, with by-products including gold, silver and molybdenum.

Cerro Colorado produced copper cathodes up until the asset entered temporary care and maintenance in December 2023.

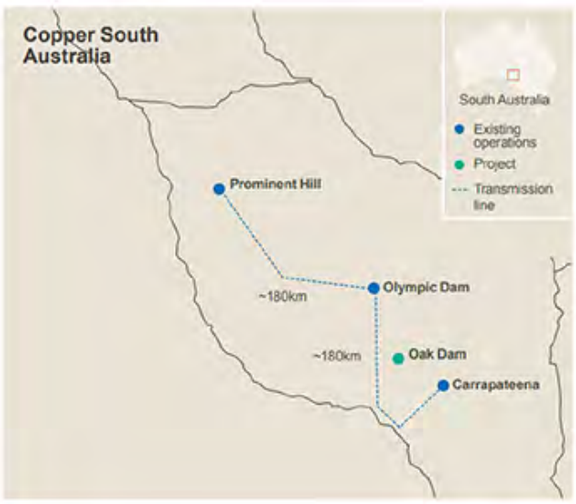
Key developments in FY2025

Spence copper production increased 5 per cent to a record 268 kt due to improved stacked feed grade. Concentrator throughput, feed grade and recovery were broadly in line with the prior period.

Production at Spence for FY2026 is expected to be between 230 and 250 kt due to expected lower concentrator feed grades and increased volume of transitional ore processed.

Cerro Colorado transitioned to temporary care and maintenance in December 2023 and we are continuing to study the application of BHP's SaL 1 leaching technology to potentially restart of operations in the future.

Copper South Australia



Overview

Copper South Australia (BHP ownership: 100 per cent) comprises the Olympic Dam, Carrapateena and Prominent Hill underground mining and surface operations, as well as the Oak Dam exploration project, and is located within South Australia's Gawler Craton, one of the world's most significant copper, gold, silver and uranium oxide basins.

Carrapateena and Prominent Hill use underground mining and surface grinding and concentrating methods to produce copper concentrate, which also contains gold and silver by-products. Located nearby is the Olympic Dam mine and integrated crushing, grinding, concentrating, smelting and refining operations which produces copper cathode, gold and silver bullion, and uranium oxide concentrate.

The Oak Dam Project is a greenfield copper, gold, silver, and uranium deposit located in close proximity to the Carrapateena and Olympic Dam operations.

The commodities produced by Copper South Australia are transported by road, rail and plane to our domestic customers and exported via the Adelaide and Whyalla ports to our global customers.

Key developments in FY2025

Copper South Australia achieved production of 316 kilotonnes (kt) of payable copper (322 kt FY2024), gold production of 361 thousand troy ounces (ktoz) (370 ktoz FY2024) and 3.2 kt of uranium (3.6 kt FY2024). Production was impacted by a significant two-week weather-related power outage in Q2 FY2025. Safe and stable ramp up after the outage was successfully achieved, delivering record H2 copper production and record full-year concentrate smelted, supported by 12.0 kt copper

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contained (12.6 kt FY2024) of concentrate transfers from Prominent Hill and Carrapateena. Carrapateena achieved higher productivity from the sub-level cave, resulting in strong annual copper production and record gold production of 99 ktoz (91 ktoz FY2024). Hydrofloat technology was commissioned in Q4 and is a key enabler to uplifting processing throughput rates up to 7 Mtpa of mined ore.

At Olympic Dam, an investment of ~US$200 million in underground development was approved for the Southern Mine Area, with this new decline expected to unlock up to 2.5 Mtpa of additional vertical capacity, with completion expected in FY2028. The Prominent Hill Operations Expansion (PHOX) project reached a key milestone in Q4, with the completion of the Wira Shaft sink. The project is expected to extend the mine life to at least 2040 and is on track to come online in the second half of FY2027.

Copper South Australia has entered contracts with Aurizon to deliver an integrated rail, road, and port logistics solution, transitioning the transport of copper concentrate and cathode from Olympic Dam, Carrapateena, and Prominent Hill to rail between Pimba and Port Adelaide. The initiative is expected to remove over 11,000 truck movements annually – reducing road safety risks and enable substantial long-term value to be unlocked for Copper South Australia.

At Oak Dam, exploration activities advanced as we continued to progress government, heritage and regulatory approvals for the commencement of twin underground access declines. A significant milestone was achieved with the signing of the Oak Dam Retention Lease Project Indigenous Land Use Agreement for Advanced Exploration with the Kokatha people.

Production at Copper South Australia for FY2026 is expected to be between 310 and 340 kt, driven primarily by improved operational stability at Olympic Dam, following the weather-related power outage in FY2025.

Carajás

On 15 August 2025, the Group entered into a binding agreement for the divestment of the Carajás assets in Brazil to a wholly-owned subsidiary of CoreX Holding for total consideration of up to US$465 million. Subject to the satisfaction of customary closing conditions (including regulatory approvals), the transaction is expected to complete in early CY2026.

Non-operated minerals joint ventures

Antamina



Overview

Antamina (BHP ownership: 33.75 per cent), located in north central Peru, is a large, low-cost, open-cut copper and zinc mine with by-products including molybdenum and silver. Antamina is operated independently by Compañía Minera Antamina S.A.

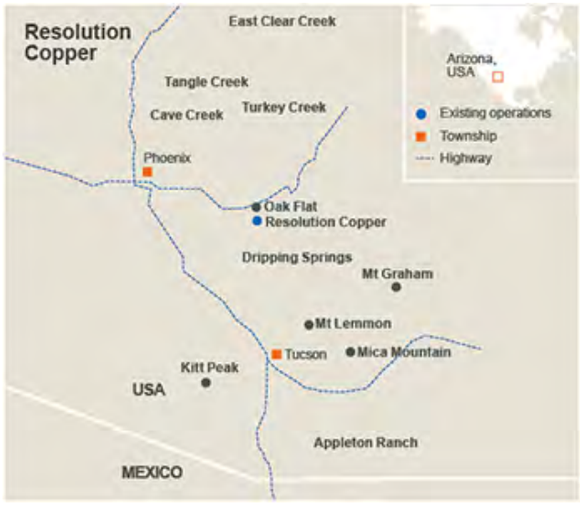
Key developments in FY2025

At Antamina, copper production decreased 17 per cent to 119 kt reflecting lower concentrator throughput and a decline in feed grade. Zinc production was 5 per cent higher at 109 kt, as a result of higher zinc feed grade.

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For FY2026, Antamina copper production is expected to increase to between 120 and 140 kt, and zinc production is expected to be between 90 and 110 kt.

Resolution Copper



Overview

Resolution Copper (BHP ownership: 45 per cent), located in the US state of Arizona, is one of the largest undeveloped copper projects in the world and has the potential to become one of the largest copper producers in North America. Resolution Copper is operated by Rio Tinto (55 per cent ownership).

Key developments in FY2025

In FY2025, Resolution Copper progressed engineering and permitting activities. In June 2025, the US Forest Service republished the Final Environmental Impact Statement (FEIS), a prerequisite for the land exchange (LEX) with the US Government, to secure land critical for the project. The FEIS and LEX remain under ongoing litigation. Resolution Copper remains committed to engaging with Native American Tribes and other stakeholders to create shared value and long-term benefits.

Vicuña



Overview

Vicuña (BHP ownership: 50 per cent) is advancing the Josemaria and Filo del Sol deposits located along the border of San Juan Province, Argentina and the Atacama region of Chile. Vicuña is independently operated by Vicuña Corp.

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Key developments in FY2025

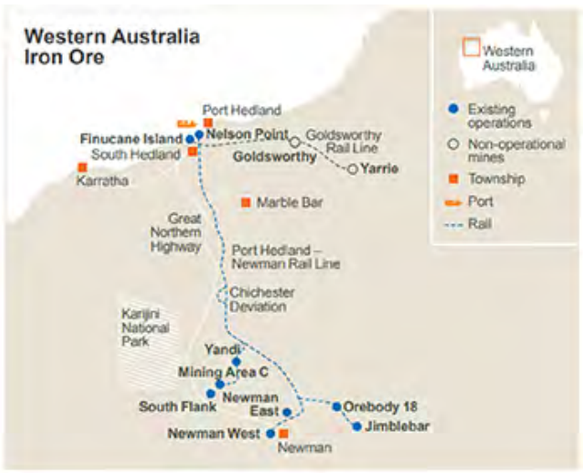
During FY2025, BHP and Lundin Mining completed the acquisition of Filo Corp., a Toronto Stock Exchange-listed company that owned 100 per cent of the Filo del Sol deposit. BHP and Lundin Mining have also formed the Canadian-incorporated joint venture company, Vicuña Corp. to hold the Josemaria and the Filo del Sol copper deposits. BHP Canada and Lundin Mining each hold a 50 per cent interest in the Vicuña joint venture.

Prior to completion of the transaction, Lundin Mining owned 100 per cent of the Josemaria deposit. At completion, BHP Canada acquired a 50 per cent interest in the Josemaria copper deposit from Lundin Mining. BHP Canada and Lundin Mining then contributed their respective 50 per cent interests in Filo Corp. and the Josemaria deposit into the Joint Venture. As part of the transaction, BHP paid a cash payment to Lundin Mining for its effective 50 per cent interest in the Josemaria deposit.

This is the first year BHP has included the Josemaria and Filo del Sol deposits in the Annual Report. An integrated technical report for the combined project is expected in Q1 CY2026. Vicuña has until July 2026 to submit its Inventive Regime for Large Investments (RIGI) application which, if approved, is expected to be beneficial to the economics of the project.

6.2 Iron ore

Western Australia Iron Ore



Overview

Western Australia Iron Ore (WAIO) (BHP ownership: 85 per cent for the four main joint ventures (JVs): Mt Newman JV, Yandi JV, Mt Goldsworthy JV and Jimblebar JV (the JVs are unincorporated, except Jimblebar JV); 65 per cent for POSMAC, which sells its ore to Mt Goldsworthy JV) is an integrated system of four processing hubs and five open-cut operational mines in the Pilbara region of northern Western Australia. It owns and operates more than 1,000 kilometres of rail infrastructure and two port facilities.

WAIO's ore reserves are developed through integrated mining hubs connected to the mines and satellite orebodies by conveyors or spur lines. This approach seeks to maximise the value of installed infrastructure by using the same processing plant and rail infrastructure for several orebodies.

Ore is crushed, beneficiated (where necessary) and blended at the processing hubs – Mt Newman operations (which has our beneficiation plant), Yandi, Mining Area C (our largest operating iron ore hub processing ore from Area C and South Flank) and Jimblebar – to create lump and fines products. These products are then transported along the Port Hedland–Mt Newman rail line to the Finucane Island and Nelson Point port facilities at Port Hedland.

Key developments in FY2025

WAIO delivered another full-year record production of 257 million tonnes (Mt) (255 Mt FY2024) or 290 Mt (287 Mt FY2024) on a 100 per cent basis, and record shipments. This reflects supply chain excellence with record productive movement, in addition to improved rail cycle times, and enhanced car dumper and ship loader performance unlocked by the Port Debottlenecking Project 1 (PDP1). South Flank exceeded nameplate capacity of 80 million tonnes per annum (Mtpa) (100 per cent basis) in its first year following ramp up, contributing to record Ore for Rail volumes from the Central Pilbara Hub (South Flank and Mining Area C).

The record production was delivered despite the impact of Tropical Cyclone Zelia and Tropical Storm Sean, and the planned increase in tie-in activity of the multi-year Rail Technology Programme (RTP1).

In August 2025, BHP approved the commissioning of a sixth car dumper (CD6) and related infrastructure at Port Hedland for a total investment of ~US$0.9 billion.[1] CD6 will create capacity to maintain production of >305 Mtpa (100 per cent basis) from Q4 FY2028 through a period of planned major car dumper renewals beginning FY2029. It will also improve our ore blending and screening capability at the port.

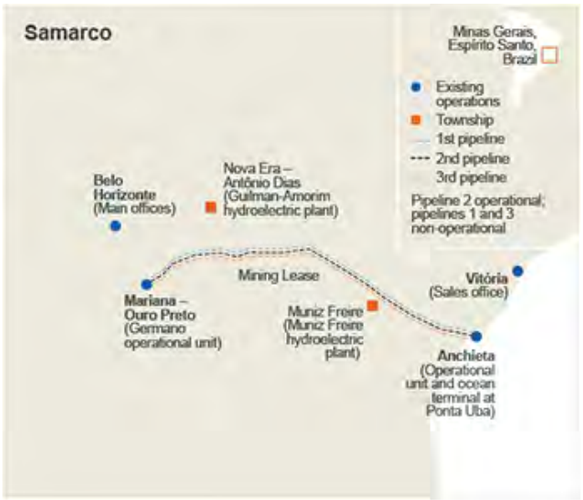
In FY2025, WAIO achieved another record spend with Traditional Owners and Indigenous businesses representing a 14 per cent increase on the previous year to over A$500 million, of which more than A$300 million was spent with 67 Traditional Owner businesses.

Production for FY2026 is expected to be between 251 and 262 Mt (284 and 296 Mt on a 100 per cent basis), incorporating the planned rebuild of Car Dumper 3 in the first half of FY2026 and the ongoing tie-in activities for RTP1.

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Non-operated joint venture

Samarco



Overview

Samarco (BHP ownership: 50 per cent) comprises an open-cut mine and three concentrators located in the Brazilian state of Minas Gerais, and four pellet plants and a port located in Anchieta in the state of Espírito Santo. Three 400-kilometre pipelines connect the mine site to the pelletising facilities. Samarco is operated independently by Samarco Mineração S.A. Samarco's main product is iron ore pellets, which are independently marketed by Samarco and sold to customers around the world.

Samarco's operations were suspended in November 2015 after the Fundão dam failure. Since resuming operations in December 2020, Samarco has adopted enhanced tailings management practices, enabling operations without the use of a conventional tailings dam. Samarco has pursued a safe and sustainable gradual restart of operations through three phases. Two of these phases have been successfully completed, and in May 2025 Samarco achieved full phase two ramp up (latent pelletising plant and second concentrator), reaching 60 per cent of its total 26 Mtpa (100 per cent basis) production capacity. The third and final phase, still subject to investment decision, would see operations achieving 100 per cent by FY2029.

Key developments in FY2025

Samarco increased iron ore pellets and ore fines production in FY2025 by 34 per cent to 6.3Mt (BHP share) following the ramp up of the second concentrator. FY2026 production is expected to increase to between 7.0 and 7.5 Mt with the second concentrator now online, somewhat offset by planned maintenance expected during the financial year.

1. Estimated capital expenditure is BHP equity share

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Samarco has been progressively decommissioning its upstream tailings dam structures in accordance with Brazilian legislation. Decommissioning works for the smaller of the two tailings dams, the Germano Pit dam, were completed during FY2023 and formally approved by state authorities in FY2024. The progressive decommissioning of the remaining upstream tailings dam structure, the Germano Main dam, is on track for completion by FY2029. These structures have been certified as stable by independent third parties and are compliant with local stability and monitoring requirements. In addition, Samarco is now fully compliant with the Global Industry Standards on Tailings Management (GISTM) requirements.

Samarco is continuing broader studies to review solutions to operate without tailings dams beyond FY2030.

>For more information on the Fundão dam failure and the response refer to OFR 10

6.3 Coal

BHP Mitsubishi Alliance



Overview

BHP Mitsubishi Alliance (BMA) (BHP ownership: 50 per cent) operates five steelmaking coal mines – Goonyella Riverside, Broadmeadow, Peak Downs, Saraji and Caval Ridge in the Bowen Basin, Queensland. BMA's mines are open cut, except for the Broadmeadow underground longwall operation. BMA has access to infrastructure, including a modern, multi-user rail network, and owns and operates its own coal-loading terminal at Hay Point, near Mackay.

Based on customer requirements, coal from different coal seams is blended as raw components to meet required quality specifications then washed at our processing plants on site at Goonyella Riverside (which processes coal extracted from Broadmeadow underground, as well as the Goonyella Riverside open cut), Saraji, Peak Downs and Caval Ridge Mines. The product is then transported via rail to Hay Point Coal Terminal where further blending can take place depending on both customer and operational requirements.

Key developments in FY2025

BMA production increased 5 per cent (excluding the contribution of Blackwater and Daunia in FY2024), and raw coal inventory levels increased 12 per cent. The strong performance was underpinned by improved truck productivity and led to increased production across all open-cut mines. Our focus on rebuilding raw coal inventory enabled us to stabilise operating performance across the asset and increase production despite the geotechnical challenges at Broadmeadow and a 36 per cent year-on-year increase in rainfall.

In July 2024, the Barada Barna Aboriginal Corporation (BBAC), on behalf of the Barada Barna people, entered into a project-wide Native Title Agreement with BMA for its operations in the Bowen Basin, including Broadmeadow, Caval Ridge, Goonyella Riverside, Peak Downs, and Saraji mines. This Agreement sets a new path forward in the relationship between BMA and the Barada Barna people and will provide intergenerational benefit to the Traditional Owners of the land where BMA operates.

Production for FY2026 is expected to increase to between 18 and 20 Mt (36 and 40 Mt on a 100 per cent basis), weighted to the second half. We expect the inventory rebuild to continue into CY2027.

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New South Wales Energy Coal



Overview

New South Wales Energy Coal (NSWEC) (BHP ownership: 100 per cent) comprises the Mt Arthur Coal open-cut energy coal mine in the Hunter Valley. It has access to infrastructure in the Hunter Region, including a multi-user rail network and coal loading terminal access at the Port of Newcastle through Newcastle Coal Infrastructure Group (BHP ownership: 28 per cent) and Port Waratah Coal Services.

In FY2022, we announced we would retain NSWEC in our portfolio, seek the relevant approvals to continue mining beyond the consent that was due to expire at the end of FY2026 and proceed with a managed process to cease mining at the asset by the end of FY2030. Continuation of mining to the end of FY2030 is intended to provide the time to work with our people and the local community on an equitable change and transition approach as well as the time needed to deal with land and tenure BHP will no longer require. It also allows time to plan and execute the necessary works to deliver a positive legacy from BHP mining in the Hunter Valley, which includes balancing business, community and regulatory needs and expectations.

Key developments in FY2025

NSWEC FY2025 production of 15.04 Mt exceeded the top end of the external guidance range of 13–15Mt, assisted by achieving record annual feed volumes through the coal handling preparation plant. FY2025 production decreased slightly from the prior year as a result of increased wet weather impacting truck productivity, as well as a higher proportion of washed coal and reduced truck availability in Q1. This was partially offset by a drawdown of inventory.

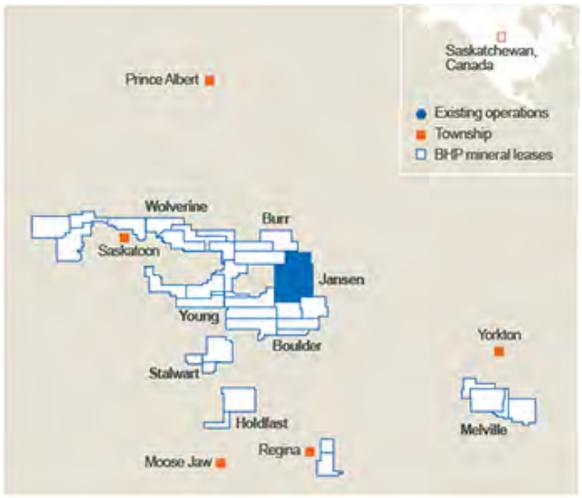
In FY2025, BHP received approval from the New South Wales Government to extend mining activities at Mt Arthur Coal for an additional four years, from July 2026 to June 2030. BHP has committed to a A$30 million community fund to help support the Upper Hunter prepare for 2030 and beyond. The fund will be delivered in partnership with the community through a shared decision-making model and will prioritise job creation, industry diversification and economic empowerment. BHP has also entered into an agreement with renewable energy and infrastructure company ACCIONA Energía to explore the potential development of a pumped hydro energy storage project, which would be located in part of the Mt Arthur Coal operation.

Production at NSWEC for FY2026 is expected to be between 14 and 16 Mt.

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6.4 Potash

Jansen potash project



Overview

The Jansen potash project (BHP ownership: 100 per cent) is located about 140 kilometres east of Saskatoon, Canada.

Jansen's large resource provides the opportunity to develop the project in stages, with Jansen Stage 1 (JS1) expected to produce approximately 4.15 Mt of potash per annum on completion and first production is estimated in mid CY2027. Approval of the 4.36 Mtpa Jansen Stage 2 (JS2) has increased planned production to approximately 8.5 Mtpa, with further brownfield expansions up to 8 Mtpa (approximately 4 Mtpa per stage).

BHP holds mineral leases covering around 9,600 square kilometres in the Saskatchewan potash basin.

Key developments in FY2025

JS1 was 68 per cent complete as at 30 June 2025. During FY2025, we safely completed the underground lateral connection between our two vertical shafts. On surface, we progressed structural, mechanical and electrical activities for the mill areas, and received the first delivery of railcars at site.

We estimate capital expenditure for JS1 to increase from US$5.7 billion to be in the range of US$7.0 billion–US$7.4 billion (including contingencies) and first production to revert to the original schedule of mid-CY2027. The estimated cost increase is driven by inflationary and real cost escalation pressures, design development and scope changes, and our current assessment of lower productivity outcomes over the construction period. We expect to update the market on JS1's timing and optimised capital expenditure estimate in the second half of FY2026.

JS2 was 11 per cent complete as at 30 June 2025. Progress in FY2025 was driven by engineering, procurement activities, and civil works.

We have decided to extend the execution of JS2 by two years, shifting first production from FY2029 to FY2031, as part of our regular review of capex sequencing under the Capital Allocation Framework.

JS2's capital expenditure remains under review and we expect to update the market on JS2's optimised capital expenditure estimate in the second half of FY2026.

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6.5 Nickel

Western Australia Nickel



Overview

Western Australia Nickel (BHP ownership: 100 per cent), which comprises Nickel West and the West Musgrave project, transitioned into temporary suspension at the end of the first half of FY2025. The decision to temporarily suspend Western Australia Nickel, announced on 11 July 2024, follows oversupply in the global nickel market.

Western Australia Nickel holds the majority of tenements hosting nickel sulphide mineral resources in the Agnew-Wiluna belt, Western Australia. The Nickel West asset consists of open-cut and underground mines, concentrators, and a smelter and refinery for downstream processing. The West Musgrave project is a greenfield nickel and copper project located on Ngaanyatjarra Country in the West Musgrave Ranges of Western Australia. Project construction has been temporarily suspended at 30 per cent completion.

Key developments in FY2025

Western Australia Nickel experienced strong production performance prior to temporary suspension of operations, supplemented by a drawdown of inventory stocks across the value chain, to achieve production of 30 kilotonnes (kt) of nickel.

We intend to review the decision to temporarily suspend Western Australia Nickel by February 2027. As part of this review, BHP is assessing the potential divestment of the Western Australia Nickel assets. Any decision to divest will be subject to an assessment against other options, including continuing temporary suspension, restart or closure. During the review process, BHP is committed to supporting the workforce with a people-first approach; ensuring the ongoing safety and integrity of the mines and related infrastructure; working closely with Traditional Owners, governments and suppliers, and investing in local communities via the A$20 million Community Fund established in 2024; and investing in exploration to extend the resource life of Western Australia Nickel and preserve optionality.

Kabanga nickel project

Following the end of the financial year, on 18 July 2025 BHP exited its 17 per cent interest in Kabanga Nickel Limited, the majority owner of the Kabanga nickel project in Tanzania

6.6 Commercial

BHP's Commercial function seeks to maximise commercial and social value while minimising costs across the end-to-end supply chain. The function is organised around core activities in our value chain.

Sales and Marketing

The Sales and Marketing team connects BHP to the market through commercial expertise, sales and operations planning, customer insights, placement strategy and proactive risk management. It presents a single face to market across multiple assets, with a view to realising maximum value and supporting sustainability initiatives in our value chain.

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Maritime and Supply Chain Excellence

The Maritime and Supply Chain Excellence team manages BHP's enterprise-wide maritime transportation strategy and the chartering of ocean freight to meet BHP's inbound and outbound supply chain needs. It enables the effective operation of BHP's supply chain through sourcing cost-efficient marine freight for BHP's commodities and international inbound cargo. It's a member of the global maritime ecosystem and partners with other industry participants to seek to uplift overall safety standards in the industry, promote seafarer welfare and support GHG emissions intensity reduction initiatives. It manages BHP's supply chain risk. It vets the safety performance of the ships loading BHP cargo and partners with reliable vessel owners with excellent operational, safety and crew welfare standards.

Procurement

Our global Procurement team plays a critical role in connecting our operated assets, projects and functions with the suppliers that help enable safe, efficient and reliable operations. We partner strategically across our supply chain to optimise performance, reduce operating costs, manage risk and generate long-term value. Through collaboration and innovation, we support BHP's sustainability objectives, including the reduction of GHG emissions, and we are committed to fostering enduring relationships with both global suppliers and local businesses in the communities where we operate.

Market Analysis and Economics

Our Market Analysis and Economics team develops BHP's proprietary view on the outlook for commodity demand and prices, as well as our input costs, the world economy and financial markets, and the potential impact of climate change in those contexts. The team works with our Procurement, Maritime and Sales and Marketing sub-functions to help optimise end-to-end commercial value and with the Portfolio Strategy and Development and External Affairs functions to identify and respond to long-run strategic changes in our operating environment.

Risk, Governance and Analytics

The role of our Risk, Governance and Analytics team is to provide oversight of material risks, manage commodity price risk and counterparty risk, and optimise value for Commercial through insights, data analytics and solutions. This enables functional integrity and protection of BHP's licence to operate.

Global Business Services

The Global Business Services team integrates repeatable process activity across the Group into a single shared services operation. With the BHP Operating System and digital process transformation capabilities at its core, the team has the mandate to aggregate, operate and improve end-to-end processes on behalf of our operated assets and functions to drive operational excellence.

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7. How we manage risk

Risk management helps us to protect and create value, and is central to achieving our purpose and strategic objectives. Our Risk Framework has four pillars: risk strategy, risk governance, risk process and risk intelligence.

Risks associated with the organisations, businesses or assets that we acquire are transitioned to BHP's Risk Framework as part of integration activities, which generally involves a transitional period. Risk integration of our OZ Minerals Australian assets was completed during FY2025. Non-operated joint ventures are independently managed and operated, and BHP does not manage their risks. However, we manage risks to BHP's investments in non-operated joint ventures. To do this, we seek within the limits of the respective joint venture agreements to enhance governance processes and influence operator companies to adopt international standards and best practices.

Risk strategy

Risk classification

We classify all risks to which BHP is exposed using our Group Risk Architecture. This is a tool designed to provide a platform to understand risk exposure and manage identified risks. Similar risks are considered together in groups and categories. This is designed to support Board and management visibility over the aggregate exposure to risks on a Group-wide basis and support performance monitoring and reporting against BHP's risk appetite.

Risk appetite

BHP's Risk Appetite Statements are approved by the Board and are a foundational element of our Risk Framework. They provide guidance to management on the amount and type of risk we seek to take in pursuing our objectives.

Key risk indicators

Key risk indicators (KRIs) are set by management to help monitor performance against our risk appetite. They also support decision-making by providing management with information about financial and non-financial risk exposure at a Group level. Each KRI has a target, or optimal level of risk we seek to take, as well as upper and lower limits. Where either limit is exceeded, management will review potential causes to understand if BHP may be taking too little or too much risk and to identify whether further action is required.

Risk culture

Our risk management approach is underpinned by a risk culture that supports decision-making in accordance with BHP's values, objectives and risk appetite. We use a common foundation across BHP to build the tools and capabilities required to enable us to understand, monitor and manage our risk culture. These include the risk-culture assessments undertaken as part of our internal audit plan.

Strategic business decisions

Strategic business decisions and the pursuit of our strategic objectives can inform, create or affect risks to which BHP is exposed. These risks may represent opportunities as well as threats. Our Risk Appetite Statements and KRIs assist in determining whether a proposed course of action is consistent with BHP's risk appetite.

Our focus when managing risks associated with strategic business decisions is to enable the pursuit of high-reward strategies. Therefore, as well as having controls designed to protect BHP from threats, we seek to implement controls to enable and/or enhance opportunities.

Risk governance

Three lines model

BHP uses the 'three lines model' to define the role of different teams across the organisation in managing risk. This approach sets clear accountabilities for risk management and provides appropriate 'checks and balances' to support us in protecting and growing value.

The first line is provided by our frontline staff, operational management and people in functional roles – anyone who makes decisions, deploys resources or contributes to an outcome is responsible for identifying and managing the associated risks.

The Risk team and other second-line teams are responsible for providing expertise, support, monitoring and challenge on risk-related matters, including by defining Group-wide minimum standards.

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The third line, our Internal Audit team, is responsible for providing independent and objective assurance over the control environment (governance, risk management and internal controls) to the Board (including applicable Board Committees) and Executive Leadership Team. Additional assurance may also be provided by external providers, such as our External Auditor.

The Risk team and Internal Audit team are led by the Chief Risk and Audit Officer. This structure facilitates overall effectiveness of both teams, including through alignment of second- and third-line assurance activities across BHP, while maintaining the independence of our Internal Audit team through appropriate safeguards.

BHP Board and Committees

The Board reviews and monitors the effectiveness of the Group's systems of financial and non-financial risk management and internal control. The broad range of skills, experience and knowledge of the Board assists in providing a diverse view on risk management. The Risk and Audit Committee (RAC) and Sustainability Committee assist the Board by reviewing and considering BHP's material risk profile (covering operational, strategic and emerging risks) on a biannual basis.

Risk management performance is monitored and reported to the RAC, as well as the Sustainability Committee for health, safety, environment and community matters, supporting the Board to challenge and hold management to account.

>For information on other Board Committee activities that support risk governance at BHP refer to the Corporate Governance Statement

Risk process

Our Risk Framework requires identification and management of risks (both threats and opportunities) to be embedded in business activities through the following process:

- Risk identification – threats and opportunities are identified and each is assigned an owner or accountable individual.
- Risk assessments – risks are assessed using appropriate and internationally recognised techniques to determine their potential impacts and likelihood, prioritise them and inform risk treatment options.
- Risk treatment – controls are implemented that are designed to prevent, minimise and/or mitigate threats, and enable and/or enhance opportunities.
- Monitoring and review – risks and controls are reviewed periodically and on an ad hoc basis (including where there are high potential events or changes in the external environment) to evaluate performance.
- Communication – relevant information is recorded in our enterprise risk management system to support continuous improvement and share risk intelligence across the Group.

Our Risk Framework includes requirements and guidance on the tools and processes to manage current and emerging risks.

Current risks

Current risks are risks that could impact BHP today or in the near future and comprise current operational risks (risks that have their origin inside BHP or occur as a result of our activities) and current strategic risks (risks that may enhance or impede the achievement of our strategic objectives).

Current risks include material and non-material risks (as defined by our Risk Framework). The materiality of a current risk is determined by estimating the maximum foreseeable loss (MFL) if that risk were to materialise. The MFL is the estimated impact to BHP in a worst-case scenario without regard to probability and assuming all controls, including insurance and hedging contracts, are ineffective.

>For more information on our risk factors refer to OFR 11

Our focus for current risks is to prevent their occurrence or minimise their impact should they occur, but we also consider how to maximise possible benefits that might be associated with strategic risks (as described in the Risk strategy section). Current material risks are required to be evaluated once a year at a minimum to determine whether our exposure to the risk is within our target range.

Emerging risks

Emerging risks are newly developing or changing risks that are highly uncertain and difficult to quantify. They are generally driven by external influences and often cannot be prevented by BHP.

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BHP maintains a ‘watch list’ of emerging themes and monitors associated signals to interpret external events and trends, providing an evolving view of the changing external environment and how it might impact our business. We use the watch list and signal monitoring to support the identification and management of emerging risks, as well as to inform and test our corporate strategy.

Once identified, our focus for emerging risks is on structured monitoring of the external environment, advocacy efforts to reduce the likelihood of the threats manifesting and identifying options to increase our resilience to these threats.

Risk intelligence

The Risk team provides the Board, RAC, Sustainability Committee and senior management with insights on risk management across BHP. Risk reports may include trends, aggregate exposure and performance for our most significant risks, updates on the Risk Framework and risk management priorities, an overview of (and material changes in) BHP’s material risk profile and updates on strategic and emerging risk themes and signals.

We maintain a risk insights dashboard designed to provide current, data-driven and actionable risk intelligence to our people at all levels of the business to support decision-making. This tool empowers the business to manage risks more effectively, with increased accuracy and transparency.

The Board, RAC and Sustainability Committee also receive other reports to support the Board to review and monitor the effectiveness of BHP’s systems of financial and non-financial risk management. Examples of these include internal audit reports, ethics and investigations reports, compliance reports and the Chief Executive Officer’s report.

>For information on our risk factors refer to OFR 11

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8. Safety

Nothing is more important than protecting the safety and wellbeing of our workforce.

Our workplace culture is built on a foundation of safety as a core value. This requires strong connections and collaboration at every level and is at the heart of our Global Field Leadership Program and BHP Operating System (BOS). In FY2025, we continued to enhance how we simplify, standardise and integrate safety principles and practices within the BOS Framework. One example of this integration is the joint effort between Safety, BOS, Risk and HR to develop and test how we measure safety culture maturity via BOS maturity assessments, which our teams use to more broadly identify their strengths and opportunities to improve work outcomes and wider organisational culture.

We also used technology in new ways to help keep our people safe and will explore its ongoing application to support future improvements.

Continuing to strengthen our safety risk control framework and building skill across our workforce is vital, especially in our frontline leaders and safety professionals. Our leaders take an active role in coaching their teams to enable them to perform their work safely and effectively.

We have finalised our investigation into the fatal incident at Olympic Dam in April 2023 and the findings, along with those from the fatality at Saraji in January 2024, were shared internally to help us improve the way we execute work safely. We recognise the severity and impact of these events and continue to provide support to their respective families, friends and colleagues. What we learned from the investigation plays a crucial role in our ongoing efforts to strengthen our safety systems and risk control framework as we work to prevent fatalities.

The elimination of fatalities is a critical milestone in our FY2026 social value scorecard, together with focusing on improving our high potential injury frequency rate for employees and contractors. This is key for our 2030 social value goal to have a Safe, inclusive and future-ready workforce.

Fatality Elimination Program

The Fatality Elimination Program (FEL), which began in 2020 and is a five-year program, provides a solid foundation for delivering strong safety performance through the standardisation and implementation of fatal risk controls (FEL controls). In FY2025, we completed incorporation of most of the recommended FEL controls as requirements under our *Global Standards* (Safety, Process Safety Management and Geotechnical). This important work also included the introduction of a new global specification for vehicles, which emphasises standardisation of controls, and the use of new technology designed to prevent fatalities related to vehicles and mobile equipment.

At the end of FY2025, having embedded the defined set of *Global Standards*, the FEL program shifted to an asset-led model for fatal risk control management. This transition formally closes out the five-year, globally led FEL program. This important change provides our operated assets with ownership of their respective control plans and enables them to tailor and apply FEL controls relevant to their specific risk exposure scenarios. This is supported by *Global Standards* (including the new global specification for vehicles) and audit and assurance processes.

Field Leadership Program

The intent of the Global Field Leadership Program is for our leaders to foster a culture of care and trust, reinforce standards, risk control verification and uplift capability via coaching across all levels of work to drive learning and improve safety performance outcomes.

Our leaders spend time engaging with frontline teams, role modelling the right behaviours and standards, observing and learning about safety concerns and feedback. They coach and empower our teams to speak up, to focus on the presence of controls that will keep them safe and to encourage even better ways to work safely. These connections and conversations build trust and strengthen collaboration to enable continuous learning and improvement.

The four structural elements of our Field Leadership Program are:

- Layered Audits – test the system of work through a structured, narrow and deep assessment and are performed by two levels of leadership.
- Critical Control Observations – a way for leaders to verify that workers understand the material risks and controls relating to a task they are performing and have checked the controls are present, effective and enough to keep them safe, and that they know what to do when things change.
- Planned Task Confirmations – an approach to verify how work is actually performed versus how it is intended to be done in accordance with written documentation, and to understand if there is work variation, improvement opportunities or gaps that may require action.

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- Take Time Talks – quality engagements between leaders and peers or between peers that create a safe and inclusive environment for the workforce to share how they execute work, including any concerns and/or improvement opportunities

In FY2025, we:

- co-designed safety and field leadership improvement opportunities with the BOS Centre of Excellence, including field leadership Role Confirmations to build capability and support quality engagements.
- developed an improved methodology for having Take Time Talk 'two-way' conversations using a new approach that embraces care, curiosity and humility to uplift the way we can learn from everyday successful work, with lessons from these engagements shared at pre-start meetings.
- enhanced the quality of coaching through our 'coaching to grow' model.
- incorporated lessons from high potential events into field leadership Layered Audits.



Contractor management

Contractors make up approximately 55 per cent of our workforce and our operations depend on strong partnerships with contractors. Our *Contractor Management Global Standard* sets out our requirements that are intended to make it safer and easier for contractors to work with us. It is designed to promote an inclusive, respectful and caring workplace culture.

We have an asset-focused approach to managing contractors and our BHP contract representatives play an important role in building and maintaining valued relationships and making sure contracts are executed safely and successfully.

In FY2025, we:

- continued to implement our asset-centric approach to the *Contractor Management Global Standard* and launched a targeted internal assurance program.
- continued building peer networks to share knowledge and best practice around contractor safety risk management.
- continued identifying and delivering contractor integration opportunities to drive standardisation of safety systems across Copper South Australia (e.g. implementation of Global Field Leadership Program).
- used an asset-led model for contractor mobilisation.

>For more information on safety refer to bhp.com/safety

Case study: Driving improvement via BOS and safety (field leadership) integration

In FY2025, the way leaders provide their direct reports with coaching and feedback under the Global Field Leadership Program was simplified and standardised by adopting the same practices and tools as those supporting the BOS framework, via the use of Role Confirmations.

A Role Confirmation is a BOS routine that encourages open communication and clarifies roles, standards, consistency, process alignment, best practice and opportunities for improvement. Field leadership-focused Role Confirmations promote alignment and quality in field engagement activities and build field leadership capability in our leaders. Insights from Role Confirmations deepen our understanding of how effective leaders are at connecting with our people to learn from everyday work, to reinforce standards, verify risk controls, and identify quality actions and improvements via meaningful engagement and collaboration.

These common practices and tools also help our leaders to build and sustain capability within their own teams through quality feedback and coaching.

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Our leaders have embraced this field leadership improvement with an encouraging take-up evident in their work routines. We believe when our leaders systematically and reliably provide their teams with authentic feedback and coaching, it is one of the most effective ways they demonstrate genuine care and embrace our values (do what's right, seek better ways, make a difference) and it has a profound and positive impact on our workplace culture.

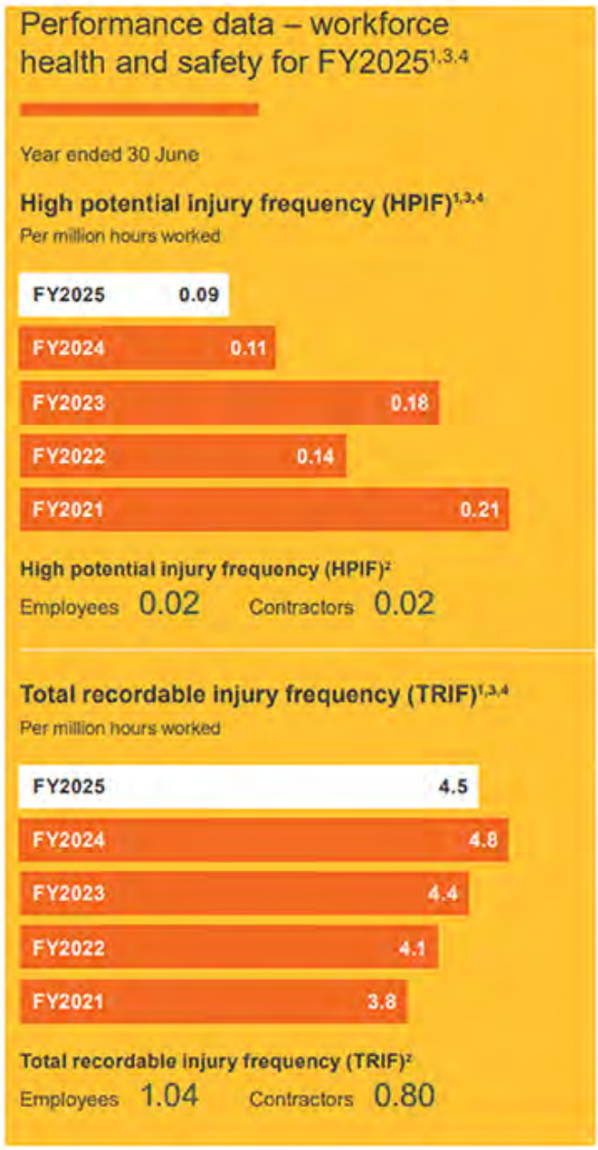


Our safety performance

In FY2025, we recorded:[4]

- no fatalities.
- a reduction of 18 per cent in the rate of high potential injuries per million hours worked (HPIF), compared to FY2024 with the most risks relating to dropped/falling objects. In FY2024, the highest risk was related to vehicle and mobile equipment.
- a reduction of 39 per cent in the number of high potential near miss events compared to FY2024, with the most risks relating to dropped/falling objects, followed by electrical and then vehicles and mobile equipment.
- a reduction of 7 per cent in the rate of total recordable injuries per million hours worked (TRIF) compared to FY2024. The highest number of recordable injuries related to slips, trips and falls for employees and contractors, with caught-between-objects the second highest for both.
- an increase of 43,254 field leadership activities compared to FY2024, at a frequency rate of 9,531 activities per million hours worked with over 1.8 million activities completed.
- a field leadership coaching rate of 44 per cent for Layered Audits and Critical Control Observations, a slight improvement (1 per cent) from FY2024.

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Footnotes

1. Prior year data (FY2021 to FY2023) excludes former OZ Minerals Australian assets (acquired 2 May 2023), which is included for FY2024 and FY2025. Prior year data (FY2021 to FY2023) also excludes (entirely) divested operations as follows: BHP Mitsui Coal (divested on 3 May 2022) and BHP's oil and gas portfolio (merger with Woodside completed on 1 June 2022).
2. Frequency rate based on number of employee or contractor injuries (either high potential injuries (HPIs) or total recordable injuries (TRIs)) per 200,000 hours worked.
3. Frequency rate based on combined total number of employee and contractor injuries (either HPIs or TRIs) per 1 million hours worked.
4. FY2024 data has been adjusted and restated to exclude BMA's Daunia and Blackwater mines (divested on 2 April 2024) and to add two HPIs due to re-classification.

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9. Sustainability



9.1 Our sustainability approach

Our approach to sustainability is defined through Our Purpose and Our Values, which are governed through our Global Standards. These standards describe our mandatory minimum performance requirements and provide the foundation for sustainability performance at our operated assets and in our functions.

>Key sustainability-related elements of a number of these Global Standards are available as external versions at bhp.com/about/operating-ethically/corporate-governance

We believe our approach to sustainability can generate social value and shareholder value. We continue to disclose progress against our 2030 goals in our annual social value scorecard.

>For information on our approach to social value, including the goals and associated metrics we have set for ourselves, refer to OFR 9.4

Sustainability-related standards and disclosures

Our sustainability-related disclosures reflect a number of voluntary global sustainability frameworks, standards, benchmarks and initiatives, including the Global Reporting Initiative (GRI) Standards and the Sustainability Accounting Standards Board (SASB) Mining and Metals Standards. We also disclose against the recommendations of the Taskforce on Climate-related Financial Disclosures (TCFD) as required by the UK Listing Rules. In FY2025, we continued to prepare for new mandatory sustainability-related reporting regimes applicable to BHP, including the Australian Accounting Standards Board's Australian Sustainability Reporting Standard AASB S2: Climate-related Disclosures from FY2026, and we monitored potential updates to the EU Corporate Sustainability Reporting Directive (CSRD) and EU Corporate Sustainability Due Diligence Directive (CSDDD) from the EU Omnibus Simplification Package.

We continue our commitment to a number of responsible minerals production and sourcing standards, such as the International Council on Mining and Metals (ICMM) Performance Expectations, Towards Sustainable Mining and the Copper Mark. These standards require self-assessment and third-party verification of management systems and performance at an asset, operation or facility level and detailed disclosure across a broad range of sustainability topics.

>For information on our responsible minerals production and sourcing standards strategy and the standards we have reported against for FY2025, including our Responsible Minerals Program disclosures, refer to our 2025 Responsible Minerals Program Report and OFR 9.13

Details of the voluntary sustainability standards that we have reported against for FY2025 are set out in the BHP ESG Standards and Databook 2025.

>The BHP ESG Standards and Databook 2025 is available at bhp.com/ESGSD2025

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Our Modern Slavery Statement 2025 is prepared under the Australian Modern Slavery Act 2018, the UK Modern Slavery Act 2015 and the Canadian Fighting Against Forced Labour and Child Labour in Supply Chains Act and outlines our approach to managing modern slavery risks.

>The BHP Group Modern Slavery Statement 2025 is available at bhp.com/MSS2025

Presentation of sustainability-related data and information for acquisitions and divestments

For comparative period sustainability-related data and information included in this Report (including OFR 8 and 9), unless expressly stated otherwise in the relevant section (i) FY2024 data and information includes the former OZ Minerals operations that form part of our Copper South Australia asset and the West Musgrave Project (acquired as part of BHP's acquisition of OZ Minerals on 2 May 2023); (ii) data and information for pre-FY2024 comparative periods has not been adjusted and restated in relation to former OZ Minerals' operations and functions; and (iii) data and information for pre-FY2025 comparative periods has been adjusted and restated to exclude the Daunia and Blackwater mines, which were divested by BMA on 2 April 2024.

While some of the land and tenements related to the Daunia and Blackwater mines were held by BMA pending transfer following completion, and certain land areas overlapping Blackwater remain held by BMA subject to transfer, given the Daunia and Blackwater mines were not under BMA's control or operated for BMA's benefit (except for periods prior to completion or where expressly stated in the relevant section), FY2025 data related to the land and tenements has been excluded from this Report (as well as from pre-FY2025 comparative periods, as described above).

Sustainability-related data and information relating to the OZ Minerals Brazil assets has been excluded from this Report unless expressly stated otherwise in the relevant section. Where data from OZ Minerals Brazil assets is included as required to meet legal and regulatory requirements or as necessary to meet applicable voluntary standards and benchmarks, that data has been prepared in accordance with former OZ Minerals standards (i) for the Centro Gold assets until completion of its divestment of 20 December 2024 and such data is included up until that date only; and (ii) for all remaining assets while we considered strategic options for divestment of these assets.

9.2 Sustainability governance

Board

The BHP Board is responsible for overseeing our approach to sustainability and sustainability performance, including the topics of safety, health, community, environment and climate change. All four standing Board Committees support the Board's oversight of sustainability-related issues, including climate-related risks (threats and opportunities).

Sustainability topics considered by the Board during FY2025 included climate change and environment-related topics, which were regularly on the agenda for Board meetings and considered as part of strategic discussions. In FY2025, the Board reviewed and approved public sustainability targets, goals and disclosures, progress against our social value scorecard 2030 goals (including climate-related), key metrics and milestones, received progress updates against our public climate-related targets and goals, and considered applicable sustainability-related issues when assessing corporate strategy and portfolio options, certain investment requests, risk and policy settings. The Board and each of its Committees, as relevant, are informed on sustainability-related matters through Board papers, progress updates from management, material risk reports and presentations. The Board receives reports from the Chair of each Committee following Committee meetings. Sustainability-related topics are also incorporated into Director induction programs, ongoing training and site visits to assist Directors in their oversight.

>For information on BHP's governance structure, including the work of the Board and each its Committees with respect to climate change, refer to the Corporate Governance Statement

Management

Management plays a key role in assessing and managing sustainability-related matters, which includes:

- The CEO and ELT execute sustainability-related policies and strategy approved by the Board and are accountable for performance and achievement of BHP's sustainability-related commitments, targets and goals, including our climate change targets and goals.
- The Operating Committee (OpCo) is a sub-committee established by the CEO pursuant to the Executive Leadership Team Charter to assist the CEO and the ELT in delivering BHP's operational commitments and supporting excellent operational performance.

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- The focus of the OpCo is on fostering a culture of safety and performance across BHP. The sub-committee conducts ongoing systematic analysis and review of enterprise-level operational performance, especially in safety, production and cost, to identify performance gaps and uplift opportunities, including sustainability matters.
- Oversight of sustainability-related topics transitioned from the ESG and Sustainability Steering Committee in early FY2025 to the ELT, assisted by the OpCo. On a quarterly basis, ESG and sustainability-related topics are discussed at either the ELT and/or the OpCo.
- Group Officers, including the Group Sustainability and Social Value Officer and Group Health, Safety and Security Officer, are direct reports of relevant ELT members and are responsible for monitoring and driving our sustainability strategy, including safety, climate change and environment-related considerations, within the broader BHP strategy and portfolio evaluation.
- Management is supported by BHP's asset and function teams such as the Group Sustainability and Social Value team and the Risk team.

The ELT, the OpCo and relevant members of management receive regular progress and performance reports from asset and function teams on sustainability-related matters. For climate change and environment-related matters, this includes operational greenhouse gas (GHG) emissions, operational and value chain GHG emission reduction activities, adaptation strategy-related activities, management of climate-related risks (threats and opportunities), water stewardship and implementation of the BHP Healthy environment goal roadmap. In addition, sustainability-related matters, including progress towards our climate change targets and goals, are discussed by the ELT and OpCo throughout the year as specific agenda items and as part of strategic discussions.

9.3 Material sustainability topics (including human rights)

Annual sustainability materiality assessment

Each year we undertake an impact materiality assessment in alignment with GRI recommendations to determine which sustainability topics are most material to our business, partners and stakeholders for the purpose of our sustainability-related reporting (which may differ from the materiality standards applied by other reporting regimes). These are referred to as our material sustainability topics. The topics in FY2025 are similar to those we disclosed in FY2024, with the addition of value chain sustainability and tailings storage facilities. Our material sustainability topics are reviewed by the Sustainability Committee annually.

>For more information on our materiality assessment for sustainability reporting refer to bhp.com/sustainability/approach/materiality-assessment

>For more information on the process by which we identify and manage risk at BHP and our risk factors, which include sustainability-related risks, refer to OFR 7 and OFR 11

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Material topics and impacts for sustainability reporting

Social value pillar	Material topic	SDG Index	
Decarbonisation	Climate change		OFR 9.8 Climate change
Healthy environment	Biodiversity		OFR 9.9 Biodiversity
	Water		OFR 9.9 Water
Indigenous partnerships	Indigenous peoples		OFR 9.12 Indigenous peoples
Safe, inclusive and future-ready workforce	Safety		OFR 8 Safety
	People		OFR 9.5 People
	Health		OFR 9.6 Health
Thriving, empowered communities	Community		OFR 9.11 Community
Responsible supply chains	Value chain sustainability		OFR 9.13 Value chain sustainability
Other	Tailings storage facilities		OFR 9.10 Tailings storage facilities
	Ethics and business conduct		OFR 9.7 Ethics and business conduct

Respecting human rights

We recognise we have the potential to cause, contribute to or be directly linked to human rights impacts through our operations and supply chain. This primarily relates to workplace health and safety, labour rights, activities of security providers, land access and use, water and sanitation, community wellbeing, and Indigenous peoples' rights relating to culture, identity, traditions and customs. Our Human Rights Policy Statement and relevant Global Standards outline our commitment and approach to respecting human rights and the principles by which we conduct our human rights due diligence.

In FY2025, several initiatives were progressed to further strengthen our human rights approach:

- Personnel responsible for human rights policy, assurance and advocacy were restructured within a newly merged Ethics, Compliance and Human Rights team under the leadership of a new Chief Ethics, Compliance and Human Rights Officer. This consolidation is intended to strengthen second line human rights governance and assurance.
- The team completed an internal assurance activity in late FY2025 focused on community grievance mechanisms at our operated assets. Findings focused on opportunities to enhance accessibility and improve our internal data and reporting evaluation practices.
- A cross-functional Human Rights Working Group was established. In FY2025, the working group completed an annual review of our Human Rights Policy Statement, in which no substantive changes were made and assessed our human rights approach against the ICMM Human Rights Due Diligence Guidance Maturity Matrix with assistance from an external human rights specialist.

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- With the support of a human rights expert, we reviewed and updated our procedures and human rights due diligence tools for our growth context.
- Several human rights-focused training sessions were made available for targeted personnel, particularly those supporting BHP's growth activities, to strengthen internal human rights capability.
- We progressed the design of a revised methodology to incorporate expert feedback on our community and human rights impact and opportunity assessments. This follows the FY2023 pilot of the globally consistent methodology for these assessments and external expert review of the methodology in FY2024. Once completed, the redesigned assessments are expected to be implemented across each of our operated assets from FY2026.

>For information on our approach to addressing modern slavery risks in our operations and supply chains refer to the BHP Group Modern Slavery Statement 2025 available at bhp.com/MSS2025

9.4 2030 goals and social value scorecard

Our social value scorecard

We provide progress on our 2030 goals through our annual social value scorecard. The scorecard is intended to evolve over time as our plans mature and to keep pace with relevant changes in our internal and external environment. Our FY2025 scorecard performance and our new key metrics for the *Thriving, empowered communities* and *Responsible supply chains* pillars and FY2026 short-term milestones for all the pillars are provided on page 32. For more information on our progress and pathway to 2030 refer to the relevant sections of OFR 9.

>For more information on how the key metrics and annual milestones support progress towards our 2030 goals and the methods we use to measure progress refer to the BHP ESG Standards and Databook 2025 available at bhp.com/ ESGSD2025

Social investment

Guided by our social value framework, our social investment aims to make a meaningful contribution to addressing sustainable development challenges of most relevance to our business, partners and stakeholders.

In FY2025, our voluntary social investment totalled US$127.8 million. This investment consisted of US$92.5 million in direct funding for initiatives in line with our social value framework, US$19.7 million to non-operated joint venture social investment programs and US$1.3 million under the BHP Matched Giving Program. Administrative costs to facilitate social investment activities totalled US$8.6 million and US$5.7 million supported the operations of the BHP Foundation.

Of the US$92.5 million in direct funding, US$70.1 million was in support of our host communities and Indigenous partners, and we provided US$13.9 million towards training and skills programs.

>For more information on our social investment, including case studies and performance against our global social investment indicators, refer to bhp.com/sustainability/approach/social-investment

>For more information on the BHP Foundation refer to bhp.com/bhp-foundation.org

These footnotes refer to the following page

1. With widespread adoption expected post 2030.
2. For the definition of the terms used to express these positions, including 'target', 'goal', 'net zero', 'carbon neutral' and 'operational GHG emissions' refer to Additional information 10.4. For more information on the essential definitions, assumptions and adjustments for our targets and goals refer to Climate-related Metrics, targets and goals in OFR 9.8.
3. Baseline year and performance data adjusted; for the adjustments we make, refer to Climate-related metrics, targets and goals beginning on page 48 in OFR 9.8.
4. CY2008 was selected as the baseline year for this goal to align with the base year for the International Maritime Organisation's CY2030 emission intensity goal and its corresponding reasoning and strategy. Baseline and performance data have been adjusted to only include voyages associated with the transportation of commodities currently in BHP's portfolio due to the data availability challenges of adjusting by asset or operation for CY2008 and subsequent year data. GHG emissions intensity calculations currently include the transportation of copper, iron ore, steelmaking coal, energy coal, molybdenum, uranium and nickel.
5. Excluding in-kind contributions.
6. Nature-positive is defined by the TNFD Glossary version 1.0 as 'A high-level goal and concept describing a future state of nature (e.g. biodiversity, ecosystem services and natural capital) which is greater than the current state'. We understand it to include land and water management practices that halt and reverse nature loss – that is, supporting healthy, functioning ecosystems. We are monitoring the evolving external nature landscape, including developments in nature frameworks, standards and methodologies and in definition of the global nature ambition.

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7. Excluding areas we hold under greenfield exploration licences (or equivalent tenements), which are outside the area of influence of our existing mine operations. 30 per cent will be calculated based on the areas of land and water that we steward at the end of FY2030. For more information refer to the BHP ESG Standards and Databook 2025 available at bhp.com/ESGSD2025.

8. Area under stewardship that has a formal management plan that includes conservation, restoration or regenerative practices. 1.54 per cent is calculated based on the areas of land and water that we stewarded at 30 June 2025, as per footnote 7. For more information refer to the BHP ESG Standards and Databook 2025, available at bhp.com/ESGSD2025.

9. Natural capital accounts are a way to measure the amount, condition and value of environmental assets in a given area. They help describe changes in ecosystems and how these impact wellbeing and economies.

10. For more information regarding the BHP Healthy environment goal roadmap refer to OFR 9.9.

11. Point in time data at 30 June 2025.

12. 9.0 per cent refers to Indigenous employee participation at Minerals Australia operations. Total Indigenous employee participation in Australia, including non-operational roles, was 8.2 per cent at 30 June 2025.

13. 17.8 per cent refers to Indigenous employee participation at the Jansen potash project and operation in Canada.

14. 10.5 per cent refers to Indigenous employee participation at Minerals Americas operations in Chile.

15. We have published regional Indigenous Peoples Plans in Australia and Canada and data is available to report on progress in FY2025. We are still developing our regional Indigenous Peoples Plan for Chile. For more information refer to OFR 9.12 and the BHP ESG Standards and Databook 2025 available at bhp.com/ESGSD2025.

16. The relationship health assessment is intended to be conducted every three years. Indigenous partners who participated in the relationship health assessment project in FY2024 considered and provided feedback on social, cultural and commercial aspects of their relationship with BHP and provided a rating on the present health of their relationship with BHP, which was reported in our FY2024 social value scorecard. We plan to report again against this metric in FY2027.

17. Cultural diversity in our workforce will be measured based on our substantive progress towards reflecting the cultural diversity of the societies where we operate.

18. High-potential injury frequency rate is the number of employee and contractor high potential injuries per 1 million hours worked and is measured by year-on-year improvement.

19. Metric will not be reported from FY2026. For FY2026 to FY2030, key metrics for the *Thriving, empowered communities* pillar will shift to focus on the measurable outcomes of co-created community programs, while co-creation and co-design (terms which we use interchangeably) as a concept will continue to apply where appropriate across the full framework.

20. Co-design requires meaningful engagement and contribution to the plan from a variety of interested stakeholders. For an overview of our approach to co-design and co-creation (terms which we use interchangeably) refer to OFR 9.12.

21. This includes contribution to suppliers, wages and benefits for employees, dividends, taxes, royalties and other payments to governments and voluntary social investment. For more information refer to the BHP Economic Contribution Report 2025 available at bhp.com/ECR2025.

22. Community programs that benefit local communities that host our activities. For education and skills programs, some program participants, may join the BHP workforce on completion of the program.

23. Net Promoter Scores (NPS) show respective feedback from our customers and suppliers and measure the willingness of our customers/suppliers to recommend BHP to others. NPS is used as a proxy for gauging overall satisfaction. The NPS survey is conducted every two years and therefore is no update to the data in FY2025. This metric will not be reported on from FY2026 in this social value scorecard. We intend to publish data from the next NPS survey in the BHP ESG Standards and Databook 2026.

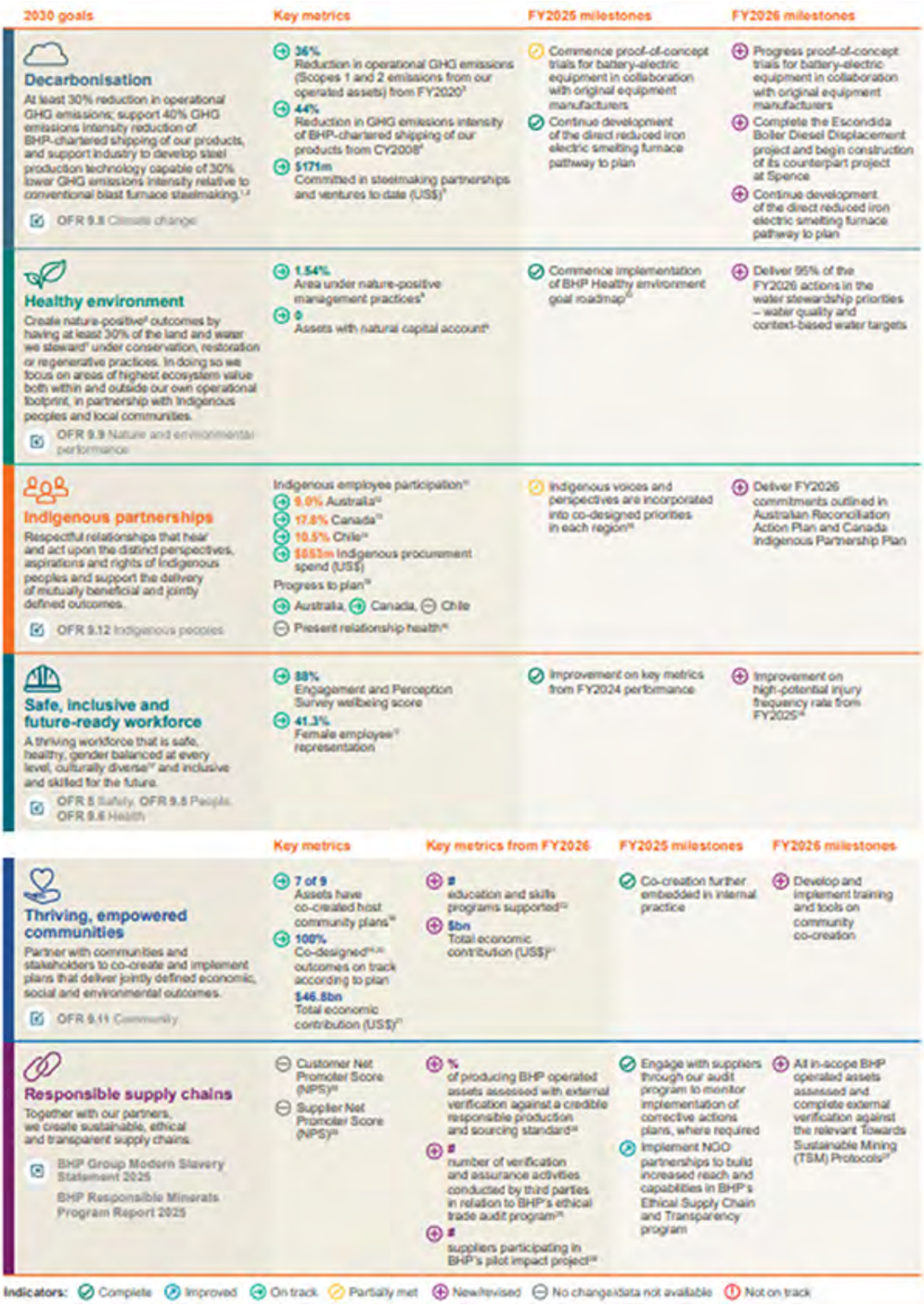
24. A credible responsible production and sourcing standard refers to one that is internationally recognised spanning multiple regions as outlined in OFR 9.13.

25. BHP's ethical trade audit program is managed as part of our broader Ethical Supply Chain and Transparency Framework. For more information on this framework and associated activities, including baseline data, refer to the BHP Group Modern Slavery Statement 2025 available at bhp.com/MSS2025.

26. The pilot impact project involves partnering with an NGO to deliver programs within our supply network designed to promote responsible recruitment and improve labour monitoring, worker voice and access to grievance mechanisms.

27. 'In-scope' BHP operated assets refer specifically to Australian assets as defined under the Minerals Council of Australia (MCA) membership commitment. For more information refer to the MCA Membership Commitment available at minerals.org.au.

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9.5 People

Our more than 90,000 employees and contractors globally form the foundation of our business. We strive to attract and retain the best people. Through the BHP Operating System (BOS), we empower our people to continuously improve and achieve excellence in their work every day.

Our Values set the tone for our culture, and are a unique part of our competitive advantage. Our Values are a declaration of what we stand for and guide our decision-making, reinforce our culture and help ensure our people deliver on our Purpose.

Developing our capabilities and an enabled culture

We invest in our people to build capability and drive stronger performance.

BHP's early career and training pathways provide accredited maintenance and production traineeships or apprenticeships to new employees, including those new to our industry. Once qualified, employees move to one of our operated assets.

During FY2025, the Transition to Trade program was introduced in Minerals Australia allowing those who have successfully completed the Maintenance Associate program to complete a trade qualification in 12 to 18 months, splitting time between the FutureFit Academy, BHP's purpose-built learning centre, and practical work on site. In Canada, we launched the BHP Potash Academy in partnership with the Carlton Trial College in Humboldt. Once qualified, the inaugural cohort of trainees will transition to various roles at our Jansen operations.

BHP continues to invest in future talent through our intern and graduate programs. In FY2025:

- In partnership with the Minerals Council of Australia, BHP sponsored 40 first-year university students for a two-week immersive experience across Perth, Adelaide and Brisbane.
- An additional 163 university students participated in internship placements, gaining practical experience on mine sites. Interns are given early access to apply for graduate roles.
- A total of 146 graduate program participants commenced across Australia, Chile and Canada.

In FY2025, around 1,950 current and potential leaders, participated in the BHP Distinctive Leaders programs. These programs develop leaders' abilities to lead through complexity, ethically and inclusively. We also held monthly Senior Leadership Forums and a Leadership summit in late FY2025 to further engage and align senior leaders in our purpose and strategy. Our Integrated Leadership Forum provides quarterly masterclasses and an annual forum for operational general managers.

Western Australia Nickel (WAN) transitioned into temporary suspension in FY2025. Supporting our workforce and local communities to safely transition operations was a crucial part of this change. WAN met the commitment to provide redeployment opportunities for its frontline workforce. Overall, around 1,400 employees were made offers of redeployment across BHP, with the majority transitioning to WAIO. Where redeployment was either not suitable or available, individuals were supported through proactive career coaching and professional outplacement services to assist with their transition. As at 30 June 2025, around 360 employees remain at WAN to maintain the asset.

Twice a year we ask our employees and contractors about their experiences working with BHP via an Engagement and Perception Survey. After each survey, team leaders evaluate strengths and areas for improvement, while the results measure wellbeing progress under the Safe, Inclusive and Future-ready workforce pillar of BHP's social value scorecard. In March 2025, we had an 88 per cent employee response rate, with 21,000 contractors also providing feedback. Of these, 83 per cent responded favourably to engagement and connection questions, compared to 80 per cent in FY2024 and 88 per cent responded favourably to wellbeing questions, compared to 87 per cent in FY2024.

Achieving excellence by unlocking inclusion

We believe an inclusive and diverse workforce promotes engagement, safety and productivity, and is valued by current and prospective employees. Our aspiration is to attract and retain an inclusive workforce.

Our Inclusion and Diversity Position Statement guides our commitment to deliver on inclusion, equity and diversity. Since 2016, our work to create safe and inclusive workplaces has included flexible working, ensuring our facilities and equipment are fit for everyone, and work to reduce bias in our systems.

Gender balance[1,2]

In April 2025, we achieved our aspirational goal set in CY2016 to achieve gender balance within our employee workforce globally by the end of CY2025. We are the first global, listed mining company to achieve this milestone. We define gender balance as a minimum 40 per cent women and 40 per cent men in line with the definitions used by entities such as the

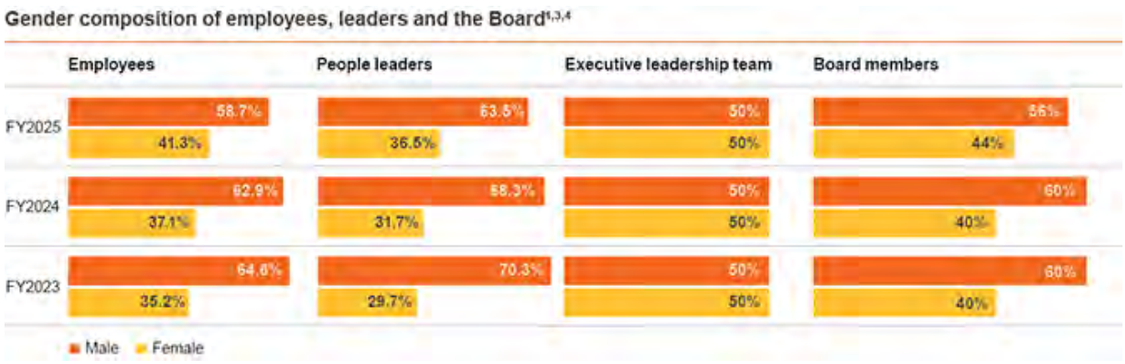
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International Labour Organization. The gender balance of our employee workforce is a key metric in the Safe, Inclusive and Future-ready workforce pillar in our social value scorecard.

As at 30 June 2025, women represented 41.3 per cent of our employee workforce, more than double the representation compared to 2016 (17.6 per cent) when we first set our gender balance aspiration. We increased the representation of women working at BHP in FY2025 by 4.2 percentage points compared to FY2024, with around 12,400 more female employees at the end of FY2025 than FY2016.

In FY2025, our new hires were 63.3 per cent women and female representation in leadership roles increased by 4.8 per cent compared to FY2024. As at 30 June 2025, 36.5 per cent of people leaders were women, while senior executives included 41.3 per cent women.

We recognise pay is a critical mechanism for creating gender equality. To help mitigate gender pay disparities and avoid pay gaps, we continue to drive improvements in our systems and processes to mitigate the risk of systemic bias. Our FY2025 employee remuneration data, including a breakdown by gender, is included in the BHP ESG Standards and Databook 2025 available at bhp.com/ESGSD2025.



Footnotes

1. Based on a 'point in time' snapshot of employees as at 30 June 2025, including employees on extended absence, as used in internal management reporting for the purposes of monitoring progress against our goals.
2. New hires are based on a 12-month period from 1 July 2024 to 30 June 2025. 'People leaders' are defined as employees with one or more direct reports. 'Senior executives' are defined as employees in the Executive Leadership Team (ELT) and direct reports to the ELT in grade 15 and above roles.
3. For FY2023, this included employees of BHP Mitsubishi Alliance's Blackwater and Daunia operations, sold to Whitehaven Coal during FY2024.
4. For FY2023, some of our employees did not identify as male or female (<0.1 per cent of total employees). These employees were excluded from data presented in the gender composition graphs to protect the privacy of those employees.

Indigenous employment

Our Indigenous Peoples Policy Statement acknowledges our role in improving economic outcomes for Indigenous peoples. We aim to achieve this through our regional Indigenous Peoples Plans by providing opportunities for employment, training, procurement and support for Indigenous enterprises.

We have set targets to increase Indigenous employment opportunities in our Minerals Australia operations, Minerals Americas operations in Chile and our Jansen potash project in Canada.

In FY2025, Minerals Americas operations in Chile increased their Indigenous employee participation to 10.5 per cent, having achieved their target of 10 per cent in FY2024. In Canada and Minerals Australia, we are on track to achieve our targets in FY2026 and FY2027 respectively (see the below infographic). Indigenous employee participation is a key metric in the Indigenous partnerships pillar of our social value scorecard.

In FY2025, we identified opportunities in our employment ecosystem to better support Indigenous Australians through our people processes, including selection, development and career progression. In Minerals Australia we also established a systematic network of Indigenous support liaisons across our Australian assets to improve day-to-day experiences for Indigenous employees and enhance leaders' cultural competence. In Canada, the BHP Potash Academy, graduate and student programs are designed to help Indigenous peoples enter the mining industry.

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Indigenous employee participation[1,2]



Minerals Americas operations employees in Chile

Time period	Target %	30 June 2025 %	YoY increase %
By the end of FY 2025	10.0	10.5	0.4



Minerals Australia operations employees in Australia[2]

Time period	Target %	30 June 2025 %	YoY increase %
By the end of FY 2027	9.7	9.0	0.7



Jansen potash project and operation employees in Canada

Time period	Target %	30 June 2025 %	YoY increase %
By the end of FY 2026	20.0	17.8	6.6

Footnotes

1. Point in time data at 30 June 2025.
2. Indigenous employee participation overall in Australia at 30 June 2025 was 8.2 per cent, including Minerals Australia operations, 9.0 per cent Indigenous, and non-operational locations, 2.0 per cent Indigenous.

>For more information on our 2030 goals related to Indigenous partnerships refer to OFR 9.12

Cultural diversity and racial equity

Racism has no place at BHP. We acknowledge racism's impact on identity, value, respect and psychological safety. We are working to promote racial awareness in our workplace and recognise there is more still to do.

In FY2025:

- Our Inclusion and Diversity Champion, Chika Onyeogaziri, received recognition from the Queensland Resource Council and Women in Mining and Resource Queensland for her outstanding work fostering inclusion and diversity.
- We developed our Indigenous Cultural Respect Framework (ICRF), which drives cultural capability through learning experiences across Minerals Australia.
- Employees around the world joined our International Day of Elimination of Racism event.

LGBT+ inclusion

Our LGBT+ ally employee group, Jasper, is open to all our workforce and is an extension of our inclusion and diversity aspirations to help our employees develop a strong sense of belonging in and outside of BHP. By the end of FY2025 its membership base grew to around 3,000. We are the proud sponsors of Pride Western Australia, the Pinnacle Foundation and Pride Professionals.

In FY2025, BHP in Australia was awarded gold status at the Australian Workplace Equality Index Awards. In Chile, we achieved our second Human Rights Campaign (HRC) Equidad certification for our commitment to LGBT+ inclusion and we were awarded the 'Best Place to Work' seal by the HRC.

Disability

In FY2025, BHP launched our global Disability Action Plan, aimed at empowering our employees with disabilities. This plan is built around three strategic pillars: people, culture and systems. The goal is to recognise the unique needs and strengths of each person and to systematically eliminate barriers, as part of our efforts to ensure equal participation for people with disabilities in the workforce.

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In Chile, legislation requires that our workforce comprises at least 1 per cent of people with disability. As of 30 June 2025, people with disabilities represented 2.5 per cent of our Chilean workforce.

Support for employees affected by family and domestic violence

BHP's Family and Domestic Violence Assistance Program aims to provide employees with support for their health, safety, wellbeing and independence if they are experiencing family and domestic violence.

Support includes up to 10 days of paid leave per annum (in addition to other leave entitlements) if they are affected by family and domestic violence, or to support someone who is. Emergency accommodation, emergency financial help and access to safety and security plans are made available. Safety measures, such as transport to and from work, changing location of work, setting up new phone numbers, screening/blocking calls and emails, and access to legal advice are also considered in this support.

Employee relations

In Australia, recent significant industrial relations legislative reforms have introduced changes to the enterprise bargaining framework, which are having an impact on BHP, including by increasing labour costs. Unions in WAIO have unilaterally commenced bargaining. The Fair Work Commission will issue 13 Regulated Labour Hire Arrangement Orders that will require two labour hire providers and Operations Services to pay their employees performing work at BMA mines Goonyella Riverside, Peak Downs and Saraji mines at least the relevant rate of pay in the BMA Enterprise Agreement 2022. As BHP considers that Operations Services is a mining services contractor and so is exempt from becoming subject to Orders, BHP is seeking Federal Court judicial review of this outcome. An Order is already in effect at Mt Arthur Coal, requiring a labour hire provider to pay at least the relevant rate of pay in the Mt Arthur Coal Enterprise Agreement 2023. We will continue to monitor the application of the reforms to further assess their impacts on BHP and our contracting partners, including the potential impact on labour costs.

In Chile, pension reform was approved in January 2025. This will result in a 7 per cent company contribution (pre-tax and additional to the current 1.5 per cent for disability insurance), which will be gradually increased over nine years starting from August 2025. The 40-hour work week regulation, enacted in April 2023, will continue its gradual implementation over the next four years to transition from 45 to 40 working hours per week. During FY2025, implementation occurred through agreements reached as part of union negotiations. In June 2025, following a legal dispute regarding a non-regulated bargaining process in 2019, Escondida was notified of a ruling ordering the seizure of CLP$8.5 million in bonuses. Deductions to impacted employees will occur for at least four months. Progress on various other legal developments that may affect employee relations in Chile is being monitored, including remuneration gender equity branch negotiation regulation, and litigation seeking to treat various BHP entities as a single employer for labour, social security and union purposes.

During FY2025, Minerals Australia participated in seven collective bargaining processes, with three enterprise agreements completed. There are 24 currently in operation, with a new agreement pending approval from the Fair Work Commission and another new agreement in the early stages of bargaining. In Minerals Australia, a small number of Operations Services employees in our BMA operations took protected industrial action during some shifts at various BMA sites over eight days between October 2024 and February 2025, causing minimal operational impact.

Minerals Americas in Chile reached collective agreements with two operators and maintainers unions at Escondida. A third union of remote operators moved to a regulated negotiation phase after an unregulated and voluntary negotiation did not reach conclusion. Our Escondida operations experienced no significant safety events and minimal operational and financial impact during a three-day stoppage in FY2025.

In Canada, Minerals Americas have begun on-boarding the first cohort of our Jansen potash project operational workforce to support readiness for operations.

Payroll review

Review of employee allowances and entitlements

In FY2023, we identified and disclosed two issues with certain allowances and entitlements affecting some current and former employees in Australia. We self-reported these issues to Australia's Fair Work Ombudsman (FWO). We are sorry that this happened and we remain committed to making this right.

In response to these issues, we formed a dedicated team to progress a remediation program and begin a range of work to improve our global pay performance and compliance.

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Remediation of identified issues

We established a dedicated hotline and secure online portal to support affected current and former employees and facilitate remediation transactions.

The first issue involved certain employees having leave incorrectly deducted on public holidays. We identified approximately 35,500 current and former employees who were affected by this issue, dating back to 2010. In addition to recrediting leave hours to approximately 19,000 current employees, we have made payments to approximately 85 per cent (over 14,000) of affected former employees.

We have been working to locate and register affected former employees for payment, including by direct letter, email and phone calls, social media contact, and media advertising. Any remaining former employees who think they may be affected by these issues but have not received communications from us are encouraged to contact us via the hotline or portal available on our website.

We are working to close out this issue, including associated impacts relating to unpaid leave and coal long service leave. We expect to complete this work in FY2026.

>For more information refer to bhp.com/payroll-review

The second issue involved certain current and former employees at WAIO in Port Hedland who are entitled to additional allowances. We are continuing to pay additional allowances to affected current employees. We have completed remediation payments to affected current and former employees for historical impacts.

Improving our pay compliance

During the year we progressed with our multi-year, integrated program of work to improve our global pay compliance, including embedding improved governance and controls, and continuing to invest in the right capabilities to meet the needs of the company into the future.

Global assurance firm, Protiviti, completed a review of our payroll systems in FY2025 and their recommendations have been addressed in completed or planned improvement work.

We also launched a new Pay Compliance Standard in FY2025 to support improved pay governance and controls.

As part of this program, we are continuing historical pay assurance work across our Australian operations and will conduct further remediation as necessary.

Based on the currently available information, remediation costs remain in line with the previously recognised US$280 million pre-tax, as reflected in the Group's FY2023 financial results.

This program of work will continue in FY2026. Our engagement with the FWO and other relevant government agencies will continue as we progress this work.

9.6 Health

We set mandatory standards to identify, assess and manage health risks and their potential impacts, and monitor the health of our employees and contractors.

Occupational exposures

BHP seeks to reduce occupational exposures to as low as reasonably practicable. Where there is a potential for our employees and contractors to be exposed to chemical and physical hazards, we implement controls designed to prevent, minimise, and/or mitigate the likelihood and severity of potential associated health impacts. These controls may include the use of personal protective equipment (PPE) until appropriate, higher order controls have been identified, implemented and verified to consistently reduce exposure below occupational exposure limits (OELs).

Our OELs are set by reference to the level of permissible exposure for a length of time to a chemical or physical hazard that is assessed as not likely to affect the health of a worker, according to scientific evidence and regulatory requirements.

Exposure data in this report is presented without considering the use of PPE, which is required to be worn as outlined in our Health Global Standard to reduce exposure.

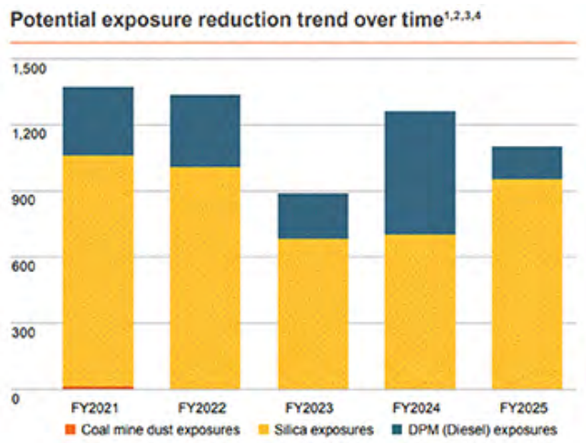
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In FY2025, we recorded an overall 13 per cent decrease in the number of employees and contractors potentially exposed to diesel particulate matter (DPM) and respirable crystalline silica (RCS) compared to FY2024. This included a 73 per cent decrease in the number of employees and contractors with potential exposure to DPM and a 35 per cent increase in the number of employees and contractors potentially exposed to RCS. The increase in potential RCS exposures is primarily due to the inclusion of the recently acquired Copper South Australia operations within BHP reporting. Opportunities to improve control frameworks and hygiene practices at Prominent Hill and Carrapateena operations have been identified. We are pursuing both short- and long-term initiatives to reduce potential exposures, such as improvements to underground ventilation systems.

We continue to implement exposure reduction plans for RCS at our operated assets with a focus on engineering solutions to sustainably control exposure. At BMA, dust extraction systems have been implemented to remove dust build-up in mining haul truck electrical cabinets. Wet cleaning methods and vacuum systems have been implemented at NSWEC to reduce potential exposure for cleaning and maintenance teams. At WAIO, portable extraction ventilation and dust suppression is in place for drilling personnel.

From December 2026, new lower exposure limits based on Australian legislation are expected to be adopted throughout Australia. We will continue to monitor and assess the impact of OEL changes and implement appropriate action as required.

We are committed to having no fatalities and life-threatening illness events connected with occupational exposures at BHP, and managing any risks of life-altering injuries and illnesses. Due to the latency between initial exposure and diagnosis of disease for our most material airborne contaminant exposures, we must continue to reduce potential exposure and monitor the effectiveness of controls where reduction of potential exposure is not reasonably practicable.



Footnotes

1. Prior year data (FY2021 to FY2023) excludes former OZ Minerals Australian assets (acquired 2 May 2023), which is included for FY2024 and FY2025. Prior year data (FY2021 to FY2023) also excludes (entirely) divested operations as follows: BHP Mitsui Coal (divested on 3 May 2022) and BHP's oil and gas portfolio (merger with Woodside completed on 1 June 2022).
2. Occupational exposure data is presented without considering protection from the use of personal protective equipment (where required as outlined in the Health Global Standard). The data excludes Projects.
3. As of FY2021, the OEL limit for Coal was reduced to 1.5 mg/m3 compared to 2.0mg/m3 in previous years.
4. As of January 2024, the OEL for welding fumes within Australia was reduced to 1mg/m3 compared to 5mg/m3 in previous years.

Occupational exposure hazard awareness and training is provided at induction and periodically, including during fit testing for hearing protection and respiratory protective devices. These devices are mandated for certain job tasks as a control to reduce risk from potential exposure to relevant hazards. After workers take part in occupational exposure assessment programs, they receive written feedback on their results and anonymised data is provided to line management.

Following the implementation of real-time monitoring at some of our operated assets, we have improved data visibility through digital platforms to enhance user experience and functionality. This helps our people to anticipate, assess and verify effectiveness of occupational exposure controls.

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Occupational illness

The reported occurrence of occupational illness for employees in FY2025 was 319, or 4.64 per million hours worked. This represented a 14 per cent increase compared with FY2024. For our contractor workforce, the reported occupational illness in FY2025 was 234, or 1.94 per million hours worked, a 8 per cent increase from FY2024.

Musculoskeletal illness was the predominant occupational illness for employees and contractors, representing 64 per cent of our workforce illnesses in FY2025. This includes damage to bones, joints, ligaments, tendons and soft tissues caused by repetitive heavy work, muscular strain or maintaining poor postures for extended periods of time.

Noise-induced hearing loss represented 10 per cent of occupational illnesses in FY2025. Employees and contractors exposed to noise levels above the defined workplace exposure limits in our Health Global Standard participate in hearing conservation programs, which include a periodic hearing test and hearing protection fit testing. We have implemented established design recommendations that seek to eliminate or reduce high or prolonged noise exposures as far as reasonably practicable by focusing on the noise source.

Heat stress contributed to 4 per cent of our reported occupational illnesses in FY2025. Elevated temperatures and strenuous activity place some of our workforce at increased risk of heat illness. High-risk work groups are identified, and controls are in place to manage heat stress. Hydration testing is in place at operations with high heat risk. Our operated assets exposed to extreme climatic conditions have additional support to help prevent heat-related illness.

Coal mine dust lung disease

We have controls in place at all our relevant operated assets with the goal of ensuring no employees or contractors are exposed to respirable coal mine dust (CMD) above the OEL. We continue to identify and progress projects, such as enhancing our real-time dust monitoring, to identify when the working environment may present a hazard, allowing us to address the issue. We prioritise controls that are most effective, such as dust suppression and dust extraction engineering controls, to eliminate or reduce potential exposures as far as reasonably practicable instead of relying on controls that are less effective, such as respiratory protection. We have observed consistent control of CMD exposures with no employees or contractors potentially exposed to CMD above the OEL since FY2021.

In FY2025, 21 cases of coal mine dust lung disease (CMDLD)[1] were reported to the Workers' Compensation Regulatory Services.2 There was one claim accepted for a current BHP employee. For cases involving current employees, we offer counselling, medical support and redeployment options where relevant. Former employees may be eligible for workers' compensation insurance and their associated care is managed externally to BHP.

Physical and mental health

The physical and psychological health and wellbeing of our workforce is paramount. We continue to enhance the inclusivity and future-readiness of our employees and contractors. We engage with initiatives such as 'Minding Mining Minds', which aims to develop tools and evidence-based models to build capability and share these learnings across industry, along with the Building Safe and Respectful Workplaces (BSRW) program, which strives to eliminate disrespectful behaviour in the resources industry, including sexual harassment, bullying and racism. In FY2025, we included the BSRW education into our global onboarding training, and we refreshed *Our Code of Conduct* training.

We acknowledge the importance of effective fatigue management both at home and in the workplace. Fatigue is a known risk factor for workplace accidents and incidents. Our operated assets have fatigue management plans in place to provide guidance on how to manage and control risks associated with human fatigue. Key controls include managing work hours and providing sufficient opportunity for sleep, rest and recovery, along with self-assessment fatigue forms, monitoring of fatigue-related symptoms and reporting fatigue-related hazards where appropriate.

Footnotes

1. CMDLD is the name given to the lung diseases related to exposure to coal mine dust and includes coal workers' pneumoconiosis, silicosis, mixed dust pneumoconiosis and chronic obstructive pulmonary disease.
2. Cases reported to Workers' Compensation Regulatory Services are not an indication that the CMDLD was related to work. BHP evaluates each case for work-relatedness and, where identified, the case will be included in occupational illness reporting.

Psychosocial harm

We manage psychosocial harm as a health and safety risk for BHP.

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We have developed an organisation-wide psychosocial risk framework which helps our people identify and give feedback on their work environment and the psychosocial hazards they face and how they may impact psychological and physical health, to help us identify where harm may be occurring.

Responsibility for managing psychosocial risk (including sexual harassment and racial harassment) is shared within BHP. The Group Health team is accountable for:

- performing second-line assurance of BHP's performance against this risk
- engaging with industry to share and learn best practice
- supporting our operated assets and functions to progress improvements to control psychosocial risk

Risk management

Psychosocial harm risk assessments identify scenarios in which psychosocial hazards like sexual, racial or gendered harassment may arise, their potential causes and the controls we can implement to prevent and reduce the risk of harm as far as reasonably practicable.

Some of our embedded psychosocial risk preventative and mitigating controls include:

- mandatory training in our *Our Code of Conduct* for employees and contractors, with a focus on enacting and maintaining respectful behaviours
- setting clear cultural expectations and leadership responsibilities
- enhanced security at accommodation villages
- alcohol management policies
- data transparency and action
- person-centred response and support
- accessible and confidential reporting options and investigations, including multiple resolution options
- appropriate and proportionate disciplinary action

During FY2025, we moved to a new global Employee Assistance Program (EAP) provider, Converge International. Converge International provides a dedicated panel of psychologists who are trained in trauma-informed practices, each with more than five years of experience working with individuals impacted by sexual harassment.

The new EAP provider also offers a broader range of holistic support services, including nutritional, career, financial, and legal counselling. This has enabled us to introduce specialist helplines, such as for domestic violence, Indigenous employee support and LGBT+ hotlines.

>For more information refer to cultural diversity and racial equity in OFR 9.5.

Sexual harassment

Sexual harassment has been defined as a health and safety risk at BHP since CY2018. In FY2025, we integrated sexual harassment into a broader focus on psychosocial harm risk.

Sexual harassment is completely unacceptable at BHP. We focus on preventing sexual harassment by addressing the contributing factors while strengthening our ability to respond to incidents and intervene early. We consider impacted people at the centre of our response and seek to ensure they are supported and empowered. More broadly, we continue to build awareness and capability in psychosocial hazard identification and management into the way we work. We expect our employees and contractors to identify and call out disrespectful or harmful behaviours, including bullying, racism and sexual harassment.

BHP's strategy to eliminate sexual harassment is underpinned by the Australian Human Rights Commission Guidelines for Complying with the Positive Duty under the Sex Discrimination Act 1984 (Cth). In developing our strategy, we sought guidance from external experts, such as Kristen Hilton, Kate Jenkins AO along with the Queensland University of Technology.

Reports of sexual harassment and racial harassment

We encourage our workforce to report any concerns relating to disrespectful behaviours. We provide centralised and confidential reporting tools and mandatory reporting requirements for line leaders who are informed of serious concerns.

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Reports of sexual harassment and racial harassment are investigated by our specialised Response and Investigations team, which is a business unit independent of our operations. This team includes personnel trained in responding with a trauma-informed and person-centred approach.

There was a 3 per cent increase of reports of sexual harassment from 417 in FY2024 to 429 in FY2025 and a 6 per cent decrease of reports of racial harassment from 109 in FY2024 to 103 in FY2025.[1] These behaviours are unacceptable and BHP is continuing to work towards eliminating them. In FY2025, 53 per cent of sexual harassment reports and 52 per cent of racial harassment reports received into BHP's misconduct reporting channels were logged by managers or leaders on behalf of the workforce.

During FY2025, 102 cases of sexual harassment[2] and 24 cases of racial harassment were established following investigation across BHP's global operations, including conduct on-site, off-site and in offices.[3]

100 individuals responsible for sexual harassment and 20 responsible for racial harassment had their employment terminated (or were removed from site if a contractor) or resigned.

Of the 102 established sexual harassment cases:

- nil involved sexual assault
- 31 involved sexualised and indecent touching
- 36 involved sexually aggressive comments, stalking, grooming or image-based harassment
- 33 involved other forms of sexual harassment, including sexualised conversations or jokes
- 1 involved gender-based harassment
- 1 involved creating a hostile work environment based on sex

People who may have been impacted by sexual harassment and racial harassment are offered specialised support by the Ethics Support Service. The impacted person's preferences as well as the type and severity of the alleged misconduct are considered in determining the appropriate response, which may include an investigation, training, mediation, facilitated conversations and line leader intervention. Consistent with this, in FY2025 65 reports of sexual harassment and 24 reports of racial harassment were dealt with through non-investigative resolution pathways, instead of an investigation being conducted. There were also 141 reports of sexual harassment and 27 reports of racial harassment that were not investigated due to insufficient information or the wishes of the impacted person. Examples include anonymous reports and non-participation of the impacted person.

Senior leadership and the Risk and Audit Committee of the Board receive reports with de-identified data on the number of complaints, nature of complaints, investigations and other resolution pathways, outcomes and timelines.

>For more information, refer to bhp.com/sustainability/safety-health/sexual-harassment

Footnotes

1. FY2024 and FY2025 data includes all former OZ Minerals Australian assets and OZ Minerals Brazil assets.
2. Sexual harassment is, as defined in the Sex Discrimination Act 1984 (Cth), an unwelcome sexual advance, unwelcome request for sexual favours or other unwelcome conduct of a sexual nature, in circumstances where a reasonable person, having regard to all the circumstances, would have anticipated the possibility that the person harassed would be offended, humiliated and/or intimidated. Sexual harassment encompasses a range of conduct, including displaying sexually graphic images, sexually suggestive comments, suggestive or inappropriate looks, gestures or staring, non-consensual touching or acts of a sexual nature and sexual assault. We note the definition of sexual harassment may vary in different jurisdictions.
3. This figure includes cases opened in FY2025 or earlier and closed in FY2025.

9.7 Ethics and business conduct

Our conduct

Our Code of Conduct (Our Code) helps us deliver on our purpose and make better decisions every day. It applies to everyone who works for us, with us or on our behalf. In March 2025, we relaunched a simplified and streamlined version of Our Code designed to support clearer values-driven decision-making.

To assist our employees and contractors to understand how Our Code applies, regular mandatory training is undertaken. Breaching Our Code can result in serious consequences, including counselling, warnings and termination of employment. We encourage people to speak up where a decision or action is not in line with Our Code or Our Values.

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BHP treats reports of business conduct concerns with appropriate confidentiality and prohibits any kind of retaliation against people who make or may make a report (including reports to regulators), or who cooperate with an investigation. All forms of retaliation are considered misconduct and grounds for disciplinary action, up to and including termination of employment. We have policy and process documents to support a 'safe to speak up' culture, including our BHP Whistleblower Policy.

>Our Code is available in five languages and accessible at bhp.com/about/operating-ethically/our-code/

>Our BHP Whistleblower Policy sets out additional information, including protections available to people who make eligible disclosures under Australian law, and is accessible at bhp.com/-media/documents/ourapproach/operatingwithintegrity/taxandtransparency/240523_bhpwhistleblowerpolicy

Employees and contractors can raise their concerns through a number of channels (including anonymously) or through leaders. Anyone, including external partners, stakeholders and the public, can lodge a concern in the form of a report, either online in our channels to raise misconduct concerns or via the 24-hour, multilingual call service.

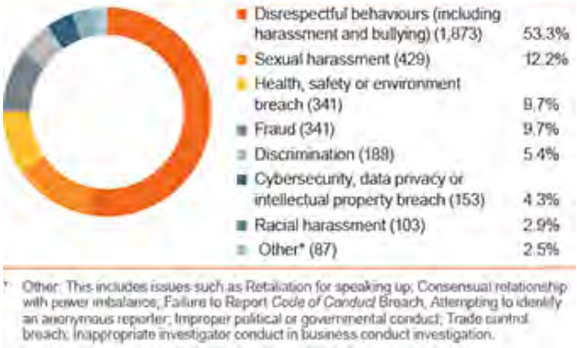
Reports received are assessed by the Ethics and Investigations team, and where necessary the Legal or Compliance teams, to determine an appropriate response, which may include an investigation or other routes to resolution. In assessing this, BHP applies a proportionate and person-centred approach considering all participants. To continually improve our response to reports, feedback is regularly obtained from stakeholders, including case participants, external experts and management. Senior leaders and the Risk and Audit Committee of the Board receive quarterly reports including case metrics, outcomes and insights.

In FY2025, 3,515 reports were received into BHP's channels for raising misconduct concerns.[1,2] Of the total reports:

- 37 per cent were raised by leaders on behalf of someone else.
- of the cases raised directly, 40 per cent were made anonymously.[3]

Of the reports closed during FY2025, 33 per cent contained one or more established allegations.[4]

Business conduct concerns raised in FY2025[1,2]



* Other: This includes issues such as Retaliation for speaking up; Consensual relationship with power imbalance; Failure to Report *Code of Conduct* Breach; Attempting to identify an anonymous reporter; Improper political or governmental conduct; Trade control breach; Inappropriate investigator conduct in business conduct investigation.

We have seen a 35 per cent decrease of harassment and bullying reports received from 2,870 in FY2024 to 1,873 in FY2025.[1,2] BHP continues with ongoing focus on awareness, training and early resolution, supported by the development of a centralised site for information and guidance, contributing to consistent and informed reporting.

Footnotes

1. This excludes reports not containing a business conduct concern.
2. FY2024 and FY2025 data includes all former OZ Minerals Australian assets and OZ Minerals Brazil assets.
3. This excludes reports logged by leaders on behalf of others.
4. This figure includes cases opened in FY2025 or earlier and closed in FY2025.

Anti-corruption

We continue our commitment to contribute to the global fight against corruption in the resources industry. Our commitment to anti-corruption is embodied in Our Charter and Our Code.

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To manage corruption risk, we work to achieve optimal resource allocation to areas of our business with the highest exposure to corruption risks. Identifying, assessing and managing corruption risks associated with growth opportunities remains a significant area of focus for our Compliance function. A sub-team is dedicated to supporting functions that are responsible for initiating transactions and growth opportunities in countries with higher corruption risks.

Activities that potentially involve higher exposure to corruption risk require review or approval by our Compliance function, as documented in our anti-corruption compliance framework. In FY2025, we continued conducting monitoring focused on verifying the operation of anti-corruption controls in relation to higher risk relationships and activities, including the provision of community donations and sponsorships, identification and management of corruption risks relating to government officials and community leaders in the context of local procurement, and sole source procurement decisions. The monitoring utilises data analytics and AI to increase the effectiveness of the monitoring.

In the newly merged Ethics, Compliance and Human Rights team, Compliance remains independent of our assets and regions. Our Chief Ethics, Compliance and Human Rights Officer reports quarterly to the Board Risk and Audit Committee on compliance issues and meets at least annually with the Risk and Audit Committee Chair.

The Compliance team also participates in anti-corruption risk assessments of our operated assets or functions, our interests in non-operated assets and new business opportunities that may be exposed to material corruption risks. In FY2025, the team provided input into 21 anti-corruption risk assessments.

Anti-corruption training is provided to all employees and contractors as part of mandatory regular training on Our Code. Our Compliance team also regularly engages with identified higher risk roles and provides additional risk-based anti-corruption training for employees, contractors and employees of some of our business partners and community partners. In FY2025, we deployed an updated anti-corruption electronic learning module, which incorporates new scenarios designed to reinforce understanding and support learning. In FY2025, additional risk-based anti-corruption training was undertaken by 1,675 employees and contractors.[1]

Footnote

1. This data includes OZ Minerals Brazil assets.

≥For more information on ethics and business conduct refer to bhp.com/ethics

Transparency and accountability

We support initiatives by governments of the countries where we operate to publicly disclose the content of our licences or contracts for the development and production of minerals that form the basis of our payments to government, as outlined in the Extractive Industries Transparency Initiative (EITI) Standard.

We believe knowing who ultimately controls and benefits from a company helps to manage risk and strengthen accountability. In FY2025, we continued our support for ultimate beneficial ownership transparency consistent with applicable regulation, listing requirements and other expectations for EITI supporting companies. We publish information about how we use beneficial ownership information in our anti-corruption processes (refer to bhp.com/sustainability/ethics-business-conduct). In parallel, we continued to publish our list of entities in which BHP Group Limited's effective interest is 100 per cent and certain entities in which BHP Group Limited's effective interest is less than 100 per cent, including all controlled subsidiaries operating in the mining sectors, all mining operations joint ventures generating material revenue for BHP (and available information in relation to the other legal owners in these joint ventures) and entities in which we hold a partial interest (with some exclusions – refer to bhp.com/sustainability/ethics-business-conduct).

Other initiatives include our representation on the Board of the EITI and financial support for Steering Committee membership of the Bribery Prevention Network (in Australia).

9.8 Climate Change

We believe the warming of the climate is unequivocal, human influence is clear and physical climate-related impacts are unavoidable. We recognise the role we play in supporting the net zero transition the world must make.

This 9.8 Climate Change reflects extracts from the corresponding disclosure in the Australian Annual Report have been omitted from this Form 20-F. Only information that is included in, or expressly incorporated by reference into, this Form 20-F shall be deemed to form a part of this Annual Report.

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Our disclosures and approach to reporting

Climate Transition Action Plan

In August 2024, we published our second Climate Transition Action Plan (CTAP 2024) that provides an overview of our climate change strategy, commitments, targets and goals and forward-looking plans. Our CTAP 2024 was approved by the Board, with its development and ongoing implementation governed by the Board and its Committees and management. This OFR 9.8 updates certain aspects of our assumptions and plans since our CTAP 2024 and describes our progress in FY2025 against the strategy and our GHG emissions targets and goals, commitments and key metrics. The climate change targets and goals published in our CTAP 2024 are unchanged. Financial Statements note 16 'Climate change' describes certain potential financial statement impacts, where material or relevant, of the assumptions, plans and actions of our climate change strategy and the consideration of climate-related risks in the assessment of significant areas of judgement and estimation in the financial statements.

>Our CTAP 2024 is available at bhp.com/CTAP2024

Given the global nature of our business, customers and supply chain, the development of our CTAP 2024 considered the goals of the Paris Agreement and the commitments and policy settings of relevant key jurisdictions at the time. Our global headquarters and some of our assets are located in Australia, which has a Long-Term Emissions Reduction Plan and legislated national targets to reduce Australia's net GHG emissions to 43 per cent below CY2005 levels by CY2030, and to achieve net zero GHG emissions by CY2050.

We continue to monitor and take into consideration the evolving policy and regulatory landscape applicable to our operations as part of the periodic review by management and the Board of the appropriateness of and our progress towards our GHG emissions targets and goals.

Navigating our disclosures

	Our response			Supplementary information
TCFD recommended disclosures	**This Report: Operating and Financial Review**	**This Report: Corporate Governance Statement & Remuneration Report**	**This Report: Financial Statements**	**Climate Transition Action Plan 2024**
Governance: Disclose the organisation's governance around climate-related risks and opportunities.[1]				
a) Describe the board's oversight of climate-related risks and opportunities	Page 30 and 40	Pages 87 to 100	–	–
b) Describe management's role in assessing and managing climate-related risks and opportunities	Page 30	Pages 96 to 100	–	–
Strategy: Disclose the actual and potential impacts of climate-related risks and opportunities on the organisation's businesses, strategy, and financial planning where such information is material.				
a) Describe the climate-related risks and opportunities the organisation has identified over the short, medium, and long term	Pages 44 to 48 Pages 66 to 71	–	Pages 148 to 151	*Recommended disclosures* (a) & (b): Pages 10 to 18[2] Pages 19 to 30
b) Describe the impact of climate-related risks and opportunities on the organisation's businesses, strategy, and financial planning	Pages 39 to 53 Pages 66 to 71	–	Pages 148 to 151	*Recommended disclosures* (b) & (c): Pages 31 to 38 Page 61
c) Describe the resilience of the organisation's strategy, taking into consideration different climate-related scenarios, including a 2°C or lower scenario	Pages 46 to 48	–	Pages 148 to 151	Page 62
Risk Management: Disclose how the organisation identifies, assesses, and manages climate-related risks.				
a) Describe the organisation's processes for identifying and assessing climate-related risks	Pages 25 and 26 Pages 44 and 45	–	–	–
b) Describe the organisation's processes for managing climate-related risks	Pages 25 and 26 Pages 44 and 45	–	–	–
c) Describe how processes for identifying, assessing, and managing climate-related risks are integrated into the organisation's overall risk management	Pages 25 and 26	–	–	–
Metrics and Targets: Disclose the metrics and targets used to assess and manage relevant climate-related risks and opportunities where such information is material.				
a) Disclose the metrics used by the organisation to assess climate-related risks and opportunities in line with its strategy and risk management process	Pages 48 to 53	Pages 104 to 112	–	–
b) Disclose Scope 1, Scope 2, and, if appropriate, Scope 3 GHG emissions, and the related risks	Pages 48 to 53	–	–	–
c) Describe the targets used by the organisation to manage climate-related risks and opportunities and performance against targets	Pages 48 to 53	–	–	–

Footnotes

1. 'Risks and opportunities' is the language adopted in the TCFD recommended disclosures, while under our Risk Framework we regard 'risks' as comprising both threats and opportunities.

2. Refer to the updates in Pathways to our medium-term target and long-term net zero goal and Key changes to our projected pathway to our medium-term target and potential pathways to our long-term net zero goal since CTAP 2024 in this OFR 9.8.

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TCFD-consistent disclosures

In accordance with the UK Listing Rules as set by the UK Financial Conduct Authority, we believe our disclosures are consistent with the four recommendations and 11 recommended disclosures of the Task Force on Climate-related Financial Disclosures (TCFD).

The Navigating our disclosures table on this page sets out the TCFD's recommended disclosures, grouped under the four recommendations, and where our aligned disclosures can be found within this Report (refer to the Our response columns).

>For more information on our alignment with other climate-related sustainability and ESG standards refer to the BHP ESG Standards and Databook 2025 available at bhp.com/ESGSD2025

Climate-related governance

Climate change and climate transition planning is a material governance and strategic issue for BHP, our Board and management as described in OFR 9.2.

>For more information on our governance of climate-related matters including risks (threats and opportunities) refer to our Corporate Governance Statement and Remuneration Report

Capital allocation

Capital allocation towards operational GHG emission reduction projects is considered as part of the maintenance capital category within our Capital Allocation Framework (CAF) (described in OFR 3), along with other forms of risk reduction, asset integrity, compliance and major, minor and sustaining projects intended to preserve the ability to generate value at our operated assets. This enables consideration of a risk assessment across qualitative and quantitative criteria relevant to each capital allocation decision. However, an important principle within the CAF prioritises operational GHG emission reduction projects prior to organic development and the other options for excess cash flow (shown in OFR 3) where they are critical in supporting the achievement of our operational GHG emissions medium-term target and long-term net zero goal. Individual operational GHG emission reduction projects must justify the investment based on abatement efficiency, technology readiness, maturity, operational impact and relative economics.

Operational GHG emission reduction projects are incorporated into our corporate planning processes that include review of our mine plans, which are critical to creating alignment across BHP. These processes guide the development of plans, targets and budgets to help us decide where to deploy our capital and resources. We have several Investment Review Committees that assist our decision-makers with review of proposed investments. The appropriate Investment Review Committee, based on investment size and any complexity elements, provides endorsement for whether to progress operational GHG emission reduction projects based on qualitative and quantitative measures. Our Quarterly Business Review forums in each region also review and update strategic direction and tactical progress on operational GHG emission reduction. Execution is monitored through periodic reporting to senior leaders and project sponsors on key performance indicators.

For FY2025, our incremental capital expenditure, operating expenditure and lease payments on initiatives associated with operational GHG emission reductions was approximately US$50 million.[1]

As indicated in our April 2025 Quarterly Operational Review and noted above, the pace of development of some decarbonisation technology has slowed, particularly in the displacement of diesel used for materials movement. As a result, we have updated our approach to capital and operational expenditure on decarbonisation based on the viability of commercially available technology. The introduction of diesel displacement technology into our operations accounted for most of our previously allocated operational decarbonisation expenditure in the decade to FY2030 and this expenditure will now be delayed into the 2030s. The revised estimate of spend to execute BHP's operational decarbonisation plans over the decade to FY2030 is US$0.5 billion (reflecting capital expenditure and lease payments).

As technology readiness progresses, BHP anticipates our continued decarbonisation efforts will result in spend of at least US$4 billion in the 2030s. We will continue to prioritise the decarbonisation of our business activities and explore alternative decarbonisation projects subject to their satisfying our capital allocation hurdles. We will continue to work closely with our Original Equipment Manufacturer partners to advance diesel displacement technologies, including by investing in site-based trials, so that additional decarbonisation expenditure can again be allocated to the introduction of this critical technology as soon as practicable. We remain on track to meet our medium-term target to reduce operational GHG emissions (Scopes 1 and 2 emissions from our operated assets) by at least 30 per cent by FY2030 from an FY2020 baseline (baseline year and performance data adjusted. For more information on the adjustments we make refer to Climate-related metrics, targets and goals in this OFR 9.8)

>For more information on expenditure to support operational GHG emission reductions refer to Financial Statements note 16 'Climate change'

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Footnote

1. The calculation of this amount is considered on an incremental basis, referring to the incremental cost to facilitate BHP's reduction in operational GHG emissions. For example, in a circumstance where a diesel-powered excavator is due for replacement, the incremental decarbonisation cost would be the difference between the cost of replacing it with a like-for-like diesel model versus the cost of replacing it with an electric alternative. This differential represents the additional investment made for the purpose of reducing operational GHG emissions.

Value chain GHG emissions (Scope 3 emissions) – Steelmaking	**Value chain GHG emissions (Scope 3 emissions) – Direct suppliers**
Medium-term goal: Support industry to develop steel production technology capable of 30 per cent lower GHG emissions intensity relative to conventional blast furnace steelmaking, with widespread adoption expected post-CY2030.	**Long-term net zero target:** Achieve net zero by CY2050 for the operational GHG emissions (Scopes 1 and 2 emissions) of our direct suppliers.
>For information on the essential definitions, assumptions, GHG emissions boundaries, measurement approach and adjustments for this medium-term goal and long-term net zero target, including the potential use of offsetting, refer to Climate-related metrics, targets and goals in this OFR 9.8	

Value chain GHG emissions (Scope 3 emissions) – Shipping	**Value chain GHG emissions (Scope 3 emissions) – Shipping**
Medium-term goal: Support 40 per cent GHG emissions intensity reduction of BHP-chartered shipping of BHP products by CY2030, from a CY2008 baseline.	**Long-term net zero target:** Achieve net zero by CY2050 for the GHG emissions from all shipping of BHP products.
>For information on the essential definitions, assumptions, GHG emissions boundaries, measurement approach and adjustments for this medium-term goal and long-term net zero target refer to Climate-related metrics, targets and goals in this OFR 9.8	

Climate-related risk management

How we identify and manage climate-related risk

At BHP, we take an enterprise approach to risk management and operate under one Risk Framework for all risks, including transition and physical climate-related risks (threats and opportunities). We have mandatory minimum performance requirements to manage climate-related risks and apply them across our operated assets and functions, and to decision-making processes for sales, marketing and procurement.

To support the identification and management of climate-related risks at BHP, we monitor themes and signposts and interpret external developments associated with transition risk and physical climate-related risk, which may include existing and emerging scientific, technological, policy, legal and regulatory, reputational, market and other societal developments.

Our Climate Change Global Standard sets mandatory minimum requirements for assessing physical climate-related risks (for our progress to date refer to Physical climate-related risks and adaptation in this OFR 9.8), as well as for asset-level climate change plans and the value chain climate adaptation plan owned by our Commercial function. Asset-level climate change plans are required to be approved annually to ensure continued relevance.

In setting and monitoring delivery of our strategy, we consider climate-related risks (threats and opportunities), both physical and transition, across the following time horizons:

- short-term (up to two years), aligning with our two-year budget process
- medium-term (two to five years), defining supportive actions and initiatives that sit outside of our two-year budget process in order to support our long-term strategy
- long-term (five to at least 30 years), given our supply, demand and pricing forecasts and our scenarios for portfolio analysis extend to 2050 and in some cases beyond, as do the climate projections data we use to underpin our physical climate-related risk assessments (which incorporate a 2070s time horizon)

We assess materiality of climate-related risks consistent with the process for all risks identified through our Risk Framework, considering the likelihood (by reference to timeframes) and severity of potential impacts (including to health and safety, the environment, communities, human rights and social value). This helps us to understand the significance of climate-related risks in the context of BHP's overall risk profile and prioritise controls and decision-making for investment in risk mitigations. Climate change and climate-related risks have the potential to influence or exacerbate risks across our operations and functions, including those associated with asset integrity, pricing of inputs, access to markets, changes to regulation, access to funding and our reputation. They are required to be considered and, where applicable, integrated in accordance with our Risk Framework into our risk profiles to be managed across each of these time horizons (see the table below).

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Under our Risk Framework, we implement controls designed to prevent, minimise or mitigate threats and enable or enhance opportunities. Opportunities include positioning our portfolio to capture growth in future-facing commodities, implementing measures to increase the resilience and reliability of critical infrastructure and creating mutual value through embedding our approach to equitable change and transition. Controls, which are reviewed at least annually, can be preventative or mitigating. A consistent approach allows climate-related risks to be considered across our business, integrated through our risk profile, to focus actions on risks that are material. We conduct annual reviews of our climate-related risk profile to identify, assess and manage new or evolving climate-related risks. Individual material climate-related risks are reviewed at least annually and when events or changes occur that may increase or decrease the risk exposure.

Relevant BHP risk factors (for more information refer to OFR 11)	**Climate-related risk (threats)**	**Potential influence of climate-related issues on BHP risk factors over time[1]**		
		Short term (0 to 2 years)	**Medium term (2 to 5 years)**	**Long term (5 to at least 30 years)[2]**
Transition risk				
Operational events	• Low technological readiness or delay to technological solutions to reduce GHG emissions (e.g. leading to extended lives and increased maintenance requirements of existing infrastructure)	Low	Low	Medium
Significant social or environmental impacts	• Engaging in or association with activities with actual or perceived adverse climate-related impacts • Failure to meet evolving stakeholder expectations (e.g. impacting perceptions of social value contribution) • Political, regulatory or judicial developments	Low	Low to medium	High
Low-carbon transition	• Low to zero GHG emission technologies or changes in customer preferences altering demand for our products • Perceptions of climate-related financial risk reducing access to capital and/or insurance for BHP or our customers or suppliers • Reputational damage and litigation • Adverse market, legal or regulatory responses	Low	Low	High
Adopting technologies and maintaining digital security	• Low technology readiness or delay to technological solutions to reduce GHG emissions	Low	Low to medium	High
Optimising growth and portfolio returns	• Failure to achieve expected commercial objectives due to climate-related impacts	Low	Low	High
Accessing key markets	• Legal or regulatory changes, with respect to carbon-intensive industries and exports • Low to zero GHG emission technologies or changes in customer preferences altering demand for our products	Low	Low	High
Inadequate business resilience	• Geopolitical, global economic, regional or local developments or adverse events • Perceptions of climate-related financial risk reducing access to capital and/or insurance for BHP or our customers or suppliers	Low	Low	High
Physical risk				
Operational events	• Extreme weather and other climate-related events that may impact production and/or safety	Low	Low to medium	High
Significant social or environmental impacts	• Failure to adequately identify or appropriately manage physical climate-related risks	Low	Low to medium	Medium
Inadequate business resilience	• Acute and chronic physical climate-related impacts, event-driven and longer-term changes in climate patterns	Low	Low	Medium

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Footnotes

1. The estimated potential (i) change to the likelihood of relevant climate-related issues and their associated risk factors influencing BHP's existing risk exposure; and/or (ii) degree to which they may exacerbate the potential severity of existing risks within our risk profile, based on currently available information and noting that some assessments are preliminary and/or incomplete (particularly in relation to physical climate-related risk) and may change significantly.
2. The long-term time horizon covers an extended period, with climate-related risks having potential for both a greater level of influence and uncertainty in the later years.

>For more information on our Risk Framework, how we manage risk (including climate-related risk) and our risk factors refer to OFR 7 and OFR 11

>For disclosures on the management of transition risks (threats and opportunities) refer to Transition to a net zero economy in this OFR 9.8

>For disclosures about the studies we are undertaking to assess our exposure to physical climate-related risks and identify adaptation opportunities refer to Physical climate-related risks and adaptation in this OFR 9.8

Transition to a net zero economy

Our portfolio's resilience

To address transition climate-related risks, we are pursuing opportunities to increase our exposure to products that enable and support decarbonisation, electrification, urbanisation and a growing population. Simultaneously, we aim to minimise the risk of capital being stranded in a rapidly decarbonising world.

Climate change, climate scenarios and the progress towards the global net zero transition are among the key drivers of decision-making that support our risk appetite and commodity outlook to inform strategy and corporate planning. Insights from commodity and portfolio reviews are presented to our ELT and Board. They inform major portfolio decisions and cascade through our planning processes, including how we allocate capital and how we unlock new business opportunities.

Our strategy formation, capital allocation and planning processes enable deliberate and timely responses to the climate-related risks (threats and opportunities) to our portfolio. We seek to maintain a strong balance sheet and monitor our net debt and gearing ratio (the ratio of net debt to net debt plus net assets). This gives us the flexibility to respond to changing external factors, including climate-related risks, as they arise. This, coupled with our Capital Allocation Framework, enables us to execute our portfolio positioning decisions for the benefit of our stakeholders including shareholders.

>For more information on our operational activities and our approach to our value chain refer to Operational GHG emissions (Scopes 1 and 2 emissions from our operated assets) and Value chain GHG emissions (Scope 3 emissions) in this OFR 9.8

>For more information on potential financial statement impacts due to climate-related risks refer to Financial Statements note 16 'Climate change'

Our planning range

We use our planning range (our long-term forecast of demand, supply and price across our commodities) for operational planning, strategy formation and investment decisions. It is comprised of three unique, independent planning cases: a 'most likely' base case, and an upside case and downside case that provide the range's boundaries. These three cases reflect proprietary forecasts for the global economy and associated sub-sectors (i.e. energy, transport, agriculture, steel) and the resulting market outlook for our core commodities.

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While not expressly designed as climate scenarios, our planning range assumes most developed economies reach net zero around CY2050 (and other developing economies reaching net zero in CY2060 and CY2070), with different global gross domestic product assumptions and pace and drivers of decarbonisation policy and technology across the three planning cases. The modelled outputs of our planning range result in global CO^2 emission pathways implying a projected global temperature increase of around 2°C by CY2100. We regularly make updates to our planning range, with an update of key assumptions and our analysis of potential implications expected during FY2026.

To continue responding to changes in the external environment and help shape a more resilient strategy, we carefully monitor key signposts for economic, societal, political and technological changes that could materially move our planning range. We also regularly reassess our views on commodity and asset attractiveness.

Our 1.5°C scenario

Scenarios highlight different hypothetical pathways for the future and are not necessarily what we or others expect to happen. We use scenarios to explore different themes or end states to stress test business decisions and portfolio resilience.[1] In FY2024, as one aspect of our analysis, we developed a new 1.5°C scenario, benchmarked against external scenarios, to test the modelled impacts of potential pathways towards deep decarbonisation and the climate-related transition risks it would give rise to. We believe it is unlikely this pathway will eventuate, because of current trends and global efforts to date to address climate change.

Our 1.5°C scenario uses aggressive assumptions around political, technological and behavioural change, particularly for hard-to-abate sectors, such as steel. For example, our 1.5°C scenario assumes that global energy-related CO^2 emissions will peak by the mid-2020s and there will be a rapid rollout of steel decarbonisation technologies synchronised to technical and commercial readiness, with carbon capture utilisation and storage beginning in the mid-2020s, hydrogen-based direct reduced iron from the mid-2030s and electrolysis technologies from the 2040s. It also assumes that there will be strong policy pushes to enable rapid decarbonisation.

>For more information on the key assumptions and metrics for our 1.5°C scenario refer to pages 61 and 62 of our CTAP 2024 available at bhp.com/CTAP2024

We update our 1.5°C scenario analysis and associated portfolio resilience testing periodically, with our most recent assessment performed in CY2024 and presented in our CTAP 2024. As modelled in CY2024, our assessment indicated that the portfolio would be resilient under our 1.5°C scenario, while its impact would be different on each of our commodities: the value of our copper, potash and nickel assets increases relative to the base case of our planning range and offsets the effect to our portfolio from some downside risk to steelmaking coal (with some loss of value in steelmaking coal relative to the base case of our planning range and a marginal decrease in the value of our iron ore assets). At the time of the assessment, the net present value of our portfolio modelled under our 1.5°C scenario was approximately the same as under the base case of our planning range, indicating that we would be resilient in an accelerated transition to this 1.5°C outcome. It is important to note this does not account for changes that could be made or actions that could be taken if our 1.5°C scenario was to eventuate, such as harnessing new opportunities or mitigating potential financial impacts.

In FY2025, while we continued to consider our 1.5°C scenario in our strategy formation, we did not consider it as a sensitivity in capital allocation processes.

To provide further analysis of potential financial risks under a 1.5°C scenario, we have also reviewed an external scenario published by Wood Mackenzie aligned to a global average temperature increase limited to approximately 1.5°C and performed a price-only sensitivity using the latest operating plans for our steelmaking coal assets.

>For more information on the potential financial risks under a 1.5°C scenario refer to Financial Statements note 16 ‘Climate change’

Since our resilience assessment in CY2024, we have continued to position our portfolio of commodities and assets to create value for today and the future. In FY2025, BHP and Canada’s Lundin Mining formed the Vicuña joint venture to hold the Josemaria and Filo del Sol copper deposits located on the Argentina-Chile border. The Vicuña joint venture will create a long-term partnership between BHP and Lundin Mining to jointly develop an emerging copper district with world-class potential. This transaction aligns with BHP’s strategy to acquire early-stage copper projects as one of the levers to develop a portfolio of commodities that support the megatrends shaping our world, which we would expect to reinforce the resilience of our portfolio as a whole.

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>For more information on our portfolio's resilience in our 1.5°C scenario refer to Portfolio on pages 31 to 38 of our CTAP 2024, available at bhp.com/CTAP2024

For physical climate-related risks, we are undertaking studies to progressively identify, assess and quantify the potential future impacts to site operations and safety, productivity and estimated cost for our operated assets. These studies use a set of scenarios with average global temperature estimates that differ from that implied by our planning range or our 1.5°C scenario used to test resilience against transition climate-related risks, due to higher temperature outcomes usually being associated with greater physical climate-related risks. The scenarios we are considering in our studies of physical climate-related risks are intended to help inform a risk-based approach rather than reflect any view on future climate outcomes.

>For more information on our approach to physical climate-related risks refer to Physical climate-related risk and adaptation in this OFR 9.8

Footnote

1. There are limitations to scenario analysis, including any climate-related scenario analysis, and it is difficult to predict which, if any, of the scenarios might eventuate. Scenario analysis is not a forecast and is not an indication of probable outcomes and relies on assumptions that may or may not prove to be correct or eventuate.

Carbon pricing

We embed carbon prices within our planning range that inform asset planning, asset valuations and operational decision-making, including the prioritisation of operational GHG emission reduction projects.

>For our qualitative and quantitative disclosures on planning range carbon pricing refer to Financial Statements note 16 'Climate change'

Equitable change and transition

Implementation

Our approach to equitable transition is grounded in our existing strategies, principles, policies, standards and frameworks in relation to our people, the environment, communities and other stakeholders and partners. Our Human Rights Policy Statement, Indigenous Peoples Policy Statement and Inclusion and Diversity Position Statement help underpin our approach and our Closure and Legacy Management Global Standard, Community and Indigenous Peoples Global Standard, Climate Change Global Standard and Environment Global Standard set out requirements aligned to our equitable change and transition principles.

New South Wales Energy Coal

On 16 April 2025, New South Wales Energy Coal received approval from the New South Wales Government of Modification 2 to continue mining at the Mt Arthur Coal mine to planned closure in June 2030. The approval provides time to continue working collaboratively with the community, suppliers and local businesses on plans to cease mining and deal with land and tenure BHP will no longer use, subject to future approvals, in order to transition the site and surrounds to their next productive use beyond 2030, while balancing business, community and regulatory needs and expectations. Following the approval, BHP announced a A$30 million community fund to support the Upper Hunter as it prepares for the responsible closure of the Mt Arthur Coal mine in 2030.

In April 2025, we announced that we have partnered with renewable energy and infrastructure company ACCIONA Energía to explore the potential development of a pumped hydro energy storage project at Mt Arthur Coal. BHP's conceptual studies show that a pumped hydro energy storage project at Mt Arthur Coal has the potential to support around 1,000 jobs within the Upper Hunter region in the construction phase, contribute to ongoing economic activity in Muswellbrook and provide power for up to 500,000 homes across New South Wales every day.

Physical climate-related risks and adaptation

A changing climate can exacerbate and trigger physical climate-related risks, which include:

- **Acute physical climate-related risks**: extreme climatic events, such as floods, cyclones and heatwaves, that may become more severe and/or more frequent because of a changing climate.
- **Chronic physical climate-related risks**: the incremental worsening of conditions such as the gradual increase in the number of extreme heat days over the years, or rising sea levels.

The mining sector is exposed to both acute and chronic physical climate-related risks because of its remote outdoor operations with labour and physical capital exposed to the elements, and because of its dependency on global value chains. The long lives of mining assets mean they could encounter deteriorating conditions in later decades. Geographically dispersed sites and value chains increase the diversity of physical climate-related impacts we may face.

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We are undertaking studies to assess our operations' exposure to physical climate-related risks that draw on science-based climate data (described under Climate modelling). We also continue to progress our work to build further climate resilience, where appropriate, in asset planning, projects, operations and closure. Our approach to evaluating our operational physical climate-related risks is illustrated in the Our approach to physical climate-related risk diagram on the following page.

Climate modelling

Our climate hazard dataset (CHD) covering our operated assets and some key value chain locations enables us to deepen our understanding of our physical climate-related risk exposure, alongside local observational data and other sources of climate projections. In FY2025, we developed an online platform to make the CHD more readily accessible internally. The dataset covers more than 20 climate-related hazards and includes a baseline and projections for four future time horizons across this century, for the following scenarios, based on Shared Socioeconomic Pathways (SSPs) used by the Intergovernmental Panel on Climate Change:[1]

- Low-case: estimated average global temperature increase of 1.8°C by CY2100 (SSP1-2.6)
- Mid-case: estimated average global temperature increase of 2.7°C by CY2100 (SSP2-4.5)
- High-case: estimated average global temperature increase of 4.4°C by CY2100 (SSP5-8.5)

Risk studies

In FY2025, our operated assets (excluding NSWEC, legacy assets and Western Australia Nickel) used our CHD to undertake or continue physical climate-related risk analysis. This included risk and impact transmission channel analysis and assessment of potential safety, production and cost impacts, informed by technical studies, such as flood modelling, water balance modelling and various quantitative assessments. The first stage of our physical climate-related risk analysis has focused on our operated assets that are currently producing (during FY2025). Western Australia Nickel was excluded from further analysis in FY2025 due to its temporary suspension. For NSWEC and legacy assets, we have been focusing on post-mining and closure phases, updating risk profiles and adaptation plans based on our latest knowledge of climate-related risks and potential impacts. We intend to continue this work in FY2026.

The table titled Potential physical climate-related risks at our operated assets and in their value chains on the following page shows the physical climate-related risks we have identified in studies to date as having potential to impact on our operated assets and value chains.

Risk controls

We have a range of existing controls in place for extreme weather-related risks. These include weather-related hazard detection, monitoring and associated weather preparation, emergency management plans and personnel trained in emergency response. We are committed to conforming with the Global Industry Standard on Tailings Management, including its climate-related requirements. We also employ measures to guard against potential equipment failure or inefficiencies during extreme weather. We undertake contingency planning for disruptions to our operated asset and value chain, including for scenarios caused by climate-related impacts.

As our understanding of physical climate-related risks at our operated assets evolves, we make updates to our risk profile and asset-level adaptation plans where relevant. For example, we have been progressing embedment of climate-adjusted risks into flood mitigation structure designs at Copper South Australia and BMA, and building climate projections into the weather budget and water balance modelling for strategic water planning at BMA. We expect to continue to identify adaptation opportunities to further protect value and enable growth as we progress our ongoing physical climate-related risk studies.

[1] Table SPM.1, Summary for Policymakers. In: Climate Change 2021: The Physical Science Basis. Contribution of Working Group I to the Sixth Assessment Report of the Intergovernmental Panel on Climate Change. IPCC, CY2021.

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Potential physical climate-related risks at our operated assets and in their value chains

Climate hazard	Potential operational site impacts
Extreme weather events of any type	– Workforce health and safety incidents – Disruption in the supply of critical production inputs, and access to supply chain infrastructure
Extreme precipitation and/or inland flooding	– Inundation of mines and/or key production infrastructure – Disruption and/or damage to business-critical equipment and infrastructure – Exacerbation of tailings storage facility failure risk
Coastal hazards (including higher sea levels, cyclones, storm surge, coastal flooding and changes in marine ecosystems)	– Disruption and/or damage to port and coastal infrastructure and operations – Disruption to key access roads and/or railways
Extreme temperatures	– Disruption and/or damage to business-critical equipment and infrastructure – Disruption to workplace and maintenance schedules
Chronic changes (including in rainfall, temperature, evaporation and/or sea surface temperature patterns)	– Water shortages for operational activities – Reduced productivity of desalination plants

Our approach to physical climate-related risk

Climate data projections	Use of climate data and projections for different scenarios and time horizons
Operational site impacts	Risk identification and evaluation, including engineering assessments, to understand the potential direct impact of climate-related risks on our sites
Safety, productivity and cost impacts	Applying internal models to assess potential impacts to safety, cost and productivity
Financial impacts and value-at-risk	Incorporating assessment results into internal planning models to understand potential financial impacts and value-at-risk
Incorporating into business planning, risk management and capital allocation	Embedding consideration of physical climate-related risk (including value-at-risk) into business planning, risk management and capital allocation, as required

>For more information on how physical climate-related risk has been considered in asset carrying values refer to Financial Statements note 16 'Climate change'

The role of our commodities in the transition

>For our disclosures on the indicative approach to classification of our commodities and the associated data on the production, revenue and capital expenditure for our commodities refer to our BHP ESG Standards and Databook 2025, available at bhp.com/ESGSD2025

Definitions and key details for our GHG emissions targets and goals

All the GHG emissions data we measure for the baseline year or reference year and performance for our GHG emissions targets goals are presented on an adjusted basis to provide the information most relevant to assessing progress against our GHG emissions targets and goals. The BHP GHG Emissions Calculation Methodology explains the different calculation approaches based on the purpose for which the data is being provided.

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Operational GHG emissions (Scopes 1 and 2 emissions from our operated assets) medium-term target and long-term net zero goal definitions, assumptions, adjustments and additional key details

	Medium-term target	Long-term net zero goal
Description	Reduce operational GHG emissions by at least 30 per cent from FY2020 levels by FY2030	Achieve net zero operational GHG emissions by CY2050
Baseline year or reference year and period	Baseline year: FY2020 Period: FY2020 to FY2030	Reference year: FY2020. FY2020 is used as a reference year to track progress towards our goal but is not a baseline year for achieving our goal. Period: FY2020 to CY2050
Type and reduction	Type: Absolute Reduction: Gross; At least 30 per cent	Type: Absolute Reduction: Net; 100 per cent
Boundary	Inventory boundary: Scopes 1 and 2 emissions: Operational control	
Exclusions	Non-operated assets and equity investments (included in our value chain GHG emissions (Scope 3 emissions) long-term net zero goal)	
GHGs included	CO_2, CH_4, N_2O, HFC, PFC, SF_6	
Offsetting	Our plan is to achieve our medium-term target through structural GHG emissions abatement instead of offsetting our operational GHG emissions. We will not use carbon credits surrendered to meet regulatory obligations (i.e. those used for compliance under regulatory schemes, such as Australia's Safeguard Mechanism) to meet our target. In our projected pathway, we have not planned to use voluntary carbon credits to meet our medium-term target but if there is an unanticipated shortfall in our pathway, we may use voluntary carbon credits that meet our integrity standards to close the performance gap.	Expected, to close the performance gap beyond our structural abatement. However, for the reasons outlined in this OFR 9.8, we are currently unable to estimate the contribution of carbon credits to our long-term net zero goal.
Measurement approach	Scope 1 emissions are calculated using emission factors and methodologies required under mandatory local regulatory programs where BHP operates, including the National Greenhouse Energy and Reporting (NGER) scheme for Australian operations, Green Tax legislation (referencing Intergovernmental Panel on Climate Change (IPCC) emission factors) for Chilean operations and Canadian Greenhouse Gas Reporting Program (referencing IPCC emission factors) for our Jansen potash project. In the absence of mandatory local regulatory programs, the Australian NGER scheme emission factors and methodology are used. Scope 2 emissions are calculated using the market-based method using electricity emission factors sourced directly from the supplier where available, as evidenced by Renewable Energy Certificates and/or supplier-provided documentation. Where supplier-specific emission factors are not available, a default location-based emission factor for electricity, as published in local regulations or industry frameworks, is used.	
Key adjustments made to baseline year or reference year and subsequent data	Baseline year (for our target) and reference year (for our goal) and performance data have been adjusted for divestment of our interest in BMC (completed on 3 May 2022), divestment of our Petroleum business (merger with Woodside completed on 1 June 2022), BMA's divestment of the Blackwater and Daunia mines (completed on 2 April 2024), our acquisition of OZ Minerals (completed on 2 May 2023) and for methodology changes (use of IPCC Assessment Report 5 (AR5) Global Warming Potentials and the transition to a facility-specific GHG emission calculation methodology for fugitives at Caval Ridge and Saraji South) (methodology change adjustments applicable for baseline year and reference year and FY2020 to FY2024 performance data).	
Target or goal setting method	Our target is measured on a cumulative GHG emission basis against an overall carbon budget. The target percentage reduction was established in FY2020 by applying the same rate of reduction to BHP's GHG emissions as the rate at which the world's GHG emissions would have to contract in order to meet the Paris Agreement goal to hold global average temperature increase to well below 2°C above pre-industrial levels (known as the 'absolute contraction method').	Our goal was developed with the ambition to achieve net zero for our operational GHG emissions by CY2050. Our progress against this goal will be measured on an absolute basis.
Target or goal derived using a sectoral decarbonisation approach	No, our target was derived using the absolute contraction method specified earlier. At the time of setting the target, there were no mining sector-specific pathways for jurisdictions where we operate.	No, however our goal is consistent with the global net zero ambition.
Process for reviewing the setting of the target or goal	The Board approves BHP's significant social, community and sustainability policies (upon recommendation from the Nomination and Governance Committee), including those related to climate change and climate transition planning, public sustainability goals and targets (including for GHG emission reductions). We review our GHG emissions targets and goals as part of the periodic development of an updated CTAP, or more frequently if required.	
Process for monitoring progress towards the target or goal	Monitored on an annual basis through our business planning processes, which forecast operational GHG emissions and identify planned, proposed or potential GHG emission reduction projects out to CY2050. As part of this process, an internal GHG emissions target is set for the relevant financial year and monitored through our annual reporting processes, with progress reviewed by management and the Board as part of publication of our annual reporting disclosures. Our target is also monitored on a six-monthly basis through our social value scorecard framework, with progress reviewed by management and the Board as part of publication of our half-year results (as well as annual reporting disclosures), or more frequently if required.	
Third-party validation of our target or goal	No, but we obtain reasonable assurance over our externally reported performance against our target and goal.	
Carbon budget for target or goal period	126.9 $MtCO_2$-e (FY2020 to FY20230). This reflects a linear reduction between our baseline year and the target year. In the interim years before FY2030, we periodically refer to our carbon budget to assess our cumulative GHG emissions against our carbon budget to FY2030. This enables us to determine if we are on track to achieve our medium-term target or whether we anticipate potential use of voluntary carbon credits to close any performance gap by FY2030 (which we do not currently anticipate).	For the period FY2020 to FY2030, refer to the carbon budget for our target. We do not currently use a carbon budget for the period beyond FY2030.

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Expected progression	Progress towards our target and goal is expected to be non-linear and affected by organic changes in our production of commodities and the availability, capability and competitiveness of low emissions technology.

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Value chain GHG emissions (Scope 3 emissions) medium-term goals definitions, assumptions, adjustments and additional key details

	Steelmaking medium-term goal	Shipping medium-term goal
Description	Support industry to develop steel production technology capable of 30 per cent lower GHG emissions intensity relative to conventional blast furnace steelmaking, with widespread adoption expected post-CY2030.	Support 40 per cent GHG emissions intensity reduction of BHP-chartered shipping of BHP products.
Baseline year or reference year and period	Reference year: CY2020 (global average GHG emissions intensity for conventional blast furnace steelmaking as at CY2020, being 2.2 tonnes of CO_2 per tonne of crude steel. Source: IEA Iron and Steel Technology Roadmap (October 2020)). CY2020 is used as a reference year to assess the potential of collaborative partnerships and venture capital investments to which we may commit funding (refer to Measurement approach in this table) but is not a baseline year for achieving our goal Period: FY2020 to CY2030.	Baseline year: CY2008 (reflecting International Maritime Organisation (IMO) objectives for the shipping industry) Period: CY2008 to CY2030.
Type and reduction	Type: Not applicable Reduction: Not applicable	Type: Intensity Reduction: Gross; 40 per cent
Boundary	Not applicable	GHG emissions from maritime transportation not owned or operated by BHP but chartered and paid for by BHP, where the transportation was of BHP-produced products sold by BHP. In some cases, the goal's boundary may differ from the boundaries under mandatory reporting. Inventory boundary: Scope 3 emissions, Category 4, shipping of BHP products only.
Exclusions	Not applicable	GHG emissions from maritime transportation owned, operated and/or chartered and paid for by a third party, where the transportation was of BHP-produced products sold by BHP. GHG emissions from maritime transportation not owned or operated by BHP but chartered and paid for by BHP, where the transportation was of third-party-produced products sold by BHP (pursuant to our third-party-trading activity). GHG emissions from maritime transportation not owned or operated by BHP but chartered and paid for by BHP or a third party, where the transportation was of products purchased by BHP.
GHGs included	Not applicable	CO_2, CH_4, N_2O
Offsetting	Not applicable	Not planned but will be periodically assessed
Measurement approach	Committed funding (US$) for collaborative partnerships and venture capital investments with the aim to support industry to develop steel production technology capable of 30 per cent lower GHG emissions intensity relative to conventional blast furnace steelmaking.	Average gCO_2-e per deadweight tonne per nautical mile (gCO_2-e/dwt/nm), weighted based on IMO defined vessel size ranges utilised by BHP during the time period, using a well-to-wake CO_2-e emission factor from EU Regulation 2023/1805.
Key adjustments made to baseline year and subsequent data	Not applicable	Baseline year and performance data have been adjusted to only include voyages associated with the transportation of commodities currently in BHP's portfolio due to the data availability challenges of adjusting by asset or operation for CY2008 and subsequent year data. GHG emissions intensity calculations currently include the transportation of copper, iron ore, steelmaking coal, energy coal, molybdenum, uranium and nickel. Baseline year and performance data have also been adjusted for a methodology change to use maritime transport emission factors from EU Regulation 2023/1805, after The British Standards Institution EN 16258 standard (the source of the emission factors we previously used) was withdrawn in CY2023.
Goal setting method	Qualitative. Tracked based on the funding (US$) we commit in collaborative partnerships and venture capital investments with the aim to support industry to develop steel production technology capable of 30 per cent lower GHG emissions intensity relative to conventional blast furnace steelmaking.	Set as a point in time, i.e. with the specific date of 'by CY2030' for our goal to support a 40 per cent GHG emissions intensity reduction of BHP-chartered shipping of BHP products, while reflecting the challenges and uncertainty and our inability (as BHP alone) to ensure Scope 3 emission reductions. As a result, the goal is not based on a trajectory and does not imply a specific carbon budget, and so Scope 3 emissions may fluctuate (with some increases and/or non-linear decreases) during the period before the goal date.
Goal derived using a sectoral decarbonisation approach	Not applicable	No, although our goal is generally consistent with the IMO's CY2030 emissions intensity goal for the international shipping sector and we selected CY2008 as our goal's baseline year to align with the base year for the IMO's CY2030 goal and its corresponding reasoning and strategy.
Process for reviewing the setting of the goal	The Board approves BHP's significant social, community and sustainability policies (upon recommendation from the Nomination and Governance Committee), including those related to climate change and climate transition planning, public sustainability goals and targets (including for GHG emission reductions). We review our GHG emissions targets and goals as part of the periodic development of an updated CTAP, or more frequently if required.	

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Process for monitoring progress towards the goal	Monitored on a six-monthly basis through our social value scorecard framework, with progress reviewed by management and the Board as part of publication of our half-year results and annual reporting disclosures, or more frequently if required.	
Third-party validation of our goal	No, but we obtain limited assurance over our externally reported performance against our goals.	
Carbon budget for goal period	Not applicable	Our goal is not based on a trajectory and does not imply a specific carbon budget.
Expected progression	Not applicable	Progress towards our goal is expected to be non-linear and affected by organic changes in our production of commodities and associated increases in vessel chartering, due to the dependence on the availability of GHG emission reduction solutions more broadly across the shipping industry.

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Value chain GHG emissions (Scope 3 emissions) long-term net zero targets and goal definitions, assumptions, adjustments and additional key details

	Value chain long-term net zero goal	Shipping long-term net zero target	Direct suppliers long-term net zero target
Description	We have a long-term goal of net zero Scope 3 GHG emissions by CY2050. Achievement of this goal is uncertain, particularly given the challenges of a net zero pathway for our customers in steelmaking, and we cannot ensure the outcome alone.	Target net zero by CY2050 for the GHG emissions from all shipping of BHP products. Ability to achieve the target is subject to the widespread availability of carbon neutral solutions to meet our requirements, including low to zero GHG emission technologies, fuels, goods and services.	Target net zero by CY2050 for the operational GHG emissions of our direct suppliers. Ability to achieve the target is subject to the widespread availability of carbon neutral solutions to meet our requirements, including low to zero GHG emissions technologies, fuels, goods and services.
Reference year, and period	Reference year: FY2020. FY2020 is used as a reference year to track progress towards our targets and goal but is not a baseline year for achieving our targets or goal. Period: FY2020 to CY2050		
Type and reduction	Type: Absolute Reduction: Net; 100 per cent		
Boundary	Total reported Scope 3 emissions are estimated on an equity basis for downstream GHG emissions. For the upstream GHG emissions component, the boundary is defined on a category-by-category basis due to data limitations. Inventory boundary: Scope 3 emissions.	GHG emissions from maritime transportation not owned or operated by BHP where the transportation was of BHP-produced products sold by BHP. May be BHP-chartered or third-party-chartered. In some cases, the target's boundary may differ from the boundaries under mandatory reporting. Inventory boundary: Scope 3 emissions, Categories 4 and 9, shipping of BHP products only.	Scopes 1 and 2 emissions of our direct suppliers included in BHP's reported Scope 3 emissions reporting categories of purchased goods and services (including capital goods), fuel- and energy-related activities, business travel and employee commuting. In some cases, the target's boundary may differ from the boundaries under mandatory reporting. Inventory boundary: Scope 3 emissions, Categories 1, 3, 6 and 7 (subset) emissions are being used as a proxy for the Scopes 1 and 2 emissions of our direct suppliers.
Exclusions	Refer to exclusions for our shipping and suppliers' targets.	GHG emissions from maritime transportation not owned or operated by BHP but chartered and paid for by BHP, where the transportation was of third-party-produced products sold by BHP (pursuant to our third-party-trading activity). GHG emissions from maritime transportation not owned or operated by BHP but chartered and paid for by BHP or a third party, where the transportation was of products purchased by BHP.	Scope 3 emissions (for our direct suppliers) associated with our purchased goods and services (including capital goods), fuel- and energy-related activities, business travel and employee commuting.
GHGs included	Defined by the available data, which differs by Scope 3 emissions category. We intend to continue to improve our GHG emission calculations over time to encompass specific GHGs as data becomes available.	CO_2, CH_4, N_2O	Defined by the available data, which differs by Scope 3 emissions category. We intend to continue to improve our GHG emission calculations over time to encompass specific GHGs as data becomes available.
Offsetting	We anticipate offsetting by our customers, suppliers and other third parties will play a role in meeting our long-term net zero goal (and potentially our long-term net zero targets), particularly for residual GHG emissions in steelmaking, which are not currently expected to reach zero by CY2050. Where third parties offset their GHG emissions that appear in our reported Scope 3 emissions inventory, we plan to recognise and report the net GHG emissions after offsetting. Carbon credits sourced by third parties in our value chain and associated with GHG emissions that appear in our reported Scope 3 emissions inventory would need to be high-integrity before we recognised that offsetting in our reporting. Our carbon offsetting integrity standards are available at bhp.com/sustainability/climate-change/carbon-offsetting		

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Measurement approach	Description of the calculation methodology used for each Scope 3 emissions category can be found in the BHP GHG Emissions Calculation Methodology 2025, available at bhp.com/sustainability	Vessel- and voyage-specific GHG emissions calculated using maritime transport emission factors from EU Regulation 2023/1805.	As a proxy for measurement of the Scopes 1 and 2 emissions of our direct suppliers, progress is currently measured using Categories 1, 3, 6 and 7 emissions data using a mix of spend-based and activity-based methodology.
Key adjustments made to reference year and subsequent data	Category 1, Category 3, Category 4 (maritime component), Category 9 (maritime component), Category 10, Category 11 and Category 15 GHG emissions in reference year and performance data have been adjusted for the divestment of our interest in Cerrejón (with an effective economic date of 31 December 2020), divestment of our interest in BMC (completed on 3 May 2022), divestment of our interest in the Rhourde Ouled Djemma (ROD) Integrated Development (completed in April 2022), divestment of our Petroleum business (merger with Woodside completed on 1 June 2022), BMA's divestment of the Blackwater and Daunia mines (completed on 2 April 2024) and acquisition of OZ Minerals (completed on 2 May 2023). The remaining categories have not been adjusted due to their immateriality to our long-term net zero goal.	Category 4 (maritime component) and Category 9 (maritime component) GHG emissions in reference year and performance data have been adjusted for a methodology change to use maritime transport emission factors from EU Regulation 2023/1805, after The British Standards Institution (BSI) EN 16258 standard (the source of the emission factors we previously used) was withdrawn in CY2023 (adjustment applicable for reference year and FY2020 to FY2024 performance data), and have been adjusted for the divestment of our interest in BMC (completed on 3 May 2022), divestment of our Petroleum business (merger with Woodside completed on 1 June 2022), BMA's divestment of the Blackwater and Daunia mines (completed on 2 April 2024) and acquisition of OZ Minerals (completed on 2 May 2023).	Category 1 and Category 3 GHG emissions in reference year and performance data have been adjusted for the divestment of our interest in BMC (completed on 3 May 2022), divestment of our Petroleum business (merger with Woodside completed on 1 June 2022), BMA's divestment of the Blackwater and Daunia mines (completed on 2 April 2024) and acquisition of OZ Minerals (completed on 2 May 2023). Categories 6 and 7 were not adjusted due to their immateriality to our long-term net zero target.
Target/goal setting method	Set as a point in time, i.e. with the specific date of 'by CY2050' to reach the target or goal of net zero, while reflecting the challenges and uncertainty and our inability (as BHP alone) to ensure Scope 3 emission reductions. As a result, the target or goal is not based on a trajectory and does not imply a specific carbon budget, and Scope 3 emissions may fluctuate (with some increases and/or non-linear decreases) during the period before the target or goal date.		
Target/goal derived using a sectoral decarbonisation approach	No		
Process for reviewing the setting of the target/goal	The Board approves BHP's significant social, community and sustainability policies (upon recommendation from the Nomination and Governance Committee), including those related to climate change and climate transition planning, public sustainability goals and targets (including for GHG emission reductions). We review our GHG emissions targets and goals as part of the periodic development of an updated CTAP, or more frequently if required.		
Process for monitoring progress towards the target/goal	Monitored on a yearly basis through our annual reporting processes, with progress reviewed by management and the Board as part of publication of our annual reporting disclosures, or more frequently if required.		
Third-party validation of our target/goal	No, but we obtain limited assurance over our externally reported performance against our targets and goal.		
Carbon budget for target/goal period	Our targets and goal are not based on trajectories and do not imply specific carbon budgets.		
Expected progression	Progress towards our targets and goal is expected to be non-linear and affected by organic changes in our production of commodities.		

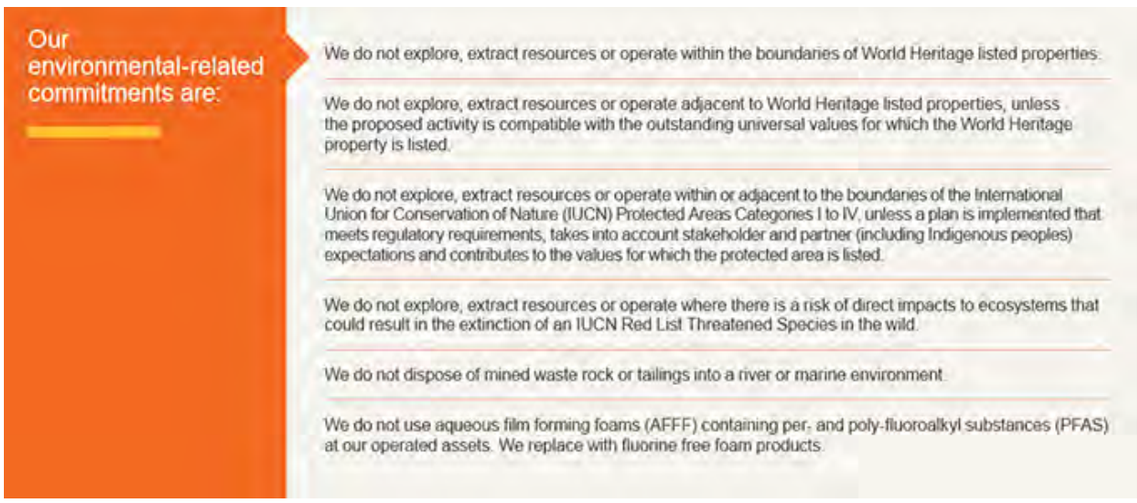
9.9 Nature and environmental performance

We recognise the interconnectivity of nature, climate and people and the risks posed by the unprecedented global deterioration of nature, including biodiversity. BHP's business, our suppliers and customers, Indigenous peoples and the local communities where we operate, all depend on and enjoy nature and the ecosystem services it provides. We understand that our operations and our environmental performance can impact the natural environment, including the provision of ecosystem services.

We support the recommendations of the Taskforce on Nature-related Financial Disclosures (TNFD) and will continue to progressively evolve our disclosures in consideration of them.

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Our Environment Global Standard, applicable to BHP's operated assets, details our mandatory minimum performance requirements to deliver on our environmental-related commitments, which include those in the Our environmental-related commitments table below, and manage our environmental risks, using management systems aligned to ISO14001. This Global Standard (alongside our Climate Change Global Standard) also helps supports the achievement of our goals, targets and commitments.



>For more information on BHP's approach to water stewardship, biodiversity and land, including associated strategies, refer to the following sections and bhp.com/water and bhp.com/biodiversity

>For more information on governance of sustainability topics, including nature, refer to OFR 9.2

>For more information on climate, community and Indigenous peoples, refer to OFR 9.8, 9.11 and 9.12

Nature-related goals and targets

We are committed to contributing to the global goal of halting and reversing nature loss by 2030, as outlined in the Kunming-Montreal Global Biodiversity Framework. Our environmental commitments, 2030 Healthy environment goal and context-based water targets support our contribution to this global goal.

Our 2030 Healthy environment goal is to create nature-positive[1] outcomes by having at least 30 per cent of the land and water we steward[2] under conservation, restoration or regenerative practices. In doing so we focus on areas of highest ecosystem value both within and outside our own operational footprint, in partnership with Indigenous peoples and local communities. Key progress in FY2025 against our Healthy environment goal includes:

- We initiated our BHP Healthy environment goal roadmap by creating an implementation plan for a 158,000-hectare voluntary conservation project at Copper South Australia. The project is expected to be carried out in FY2026.
- Carrapateena, Prominent Hill and legacy assets were incorporated into the BHP Healthy environment goal roadmap, which now applies to all our operated assets.
- In FY2025, the area under conservation, restoration or regenerative management practices increased by over 14,500 hectares compared to FY2024, to 98,415 hectares.
- We advanced our work on valuing nature by obtaining a technical peer review of our natural capital metrics framework. For more information refer to the Biodiversity section.

>For more information on our 2030 goals, metrics and milestones refer to OFR 9.4 and on progress against our *Healthy environment* goal refer to the BHP ESG Standards and Databook 2025 available at bhp.com/ESGSD2025

>For more information on our context-based water targets refer to the Fresh water and oceans section.

We are continuing to select projects from our BHP *Healthy environment* goal roadmap for detailed execution planning and seeking opportunities to design and advance projects in partnership with Indigenous peoples. We are also monitoring the evolving external nature landscape, including developments in nature-related frameworks, standards and methodologies and in definition of the global nature ambition. We are exploring ways to respond to these emerging insights in our approach to our Healthy environment goal.

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Footnotes

1. Nature-positive is defined by the TNFD Glossary version 1.0 as 'A high-level goal and concept describing a future state of nature (e.g. biodiversity, ecosystem services and natural capital) which is greater than the current state'. We understand it to include land and water management practices that halt and reverse nature loss – that is, supporting healthy, functioning ecosystems. We are monitoring the evolving external nature landscape, including developments in nature frameworks, standards and methodologies and in definition of the global nature ambition.

2. Excluding areas we hold under greenfield exploration licences (or equivalent tenements), which are outside the area of influence of our existing mine operations. 30 per cent will be calculated based on the areas of land and water that we steward at the end of FY2030. For more information refer to the BHP ESG Standards and Databook 2025 available at bhp.com/ESGSD2025.

Nature-related risk and impact management

Our approach to nature recognises the five key drivers of nature loss outlined by the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services – changes in land and sea use, direct exploitation of natural resources, climate change, pollution, invasive species; across the four realms of nature – land, ocean, fresh water and atmosphere.

We identify, assess and manage environment-related risks (threats and opportunities) according to our mandatory minimum performance requirements for risk management, described in OFR 7, and our Environment Global Standard. In FY2025, we improved our understanding and identified opportunities to improve management of nature-related risk in our value chain. This included identifying prioritised environmental risks to enhance the due diligence undertaken as part of our activities under our Responsible Minerals Program, guided by the OECD's Handbook on Environmental Due Diligence in Mineral Supply Chains.

>For more information on the nature-related impacts and dependencies evaluated through the development of the BHP *Healthy environment* goal roadmap refer to bhp.com/environment

>For more information on our water-related risks refer to bhp.com/water

>For more information on our Responsible Minerals Program refer to OFR 9.13 and bhp.com/value-chain-sustainability

>For more information on our environmental approach refer to the Environment Global Standard and our nature-related management and governance processes at bhp.com/environment

Fresh water and oceans

We depend on access to water and cannot operate without it. Our Water Stewardship Position Statement outlines our vision for a water secure world by 2030. This is supported by our Water Stewardship Strategy, which focuses on understanding and managing water-related risk, disclosure, contributing to the resolution of shared water challenges, valuing water and sharing innovations and learning.

We report water data as part of the BHP ESG standards and Databook 2025, available at bhp.com/ESGSD2025.

Key insights from our FY2025 water performance are outlined below.[1]

- Seawater withdrawals remained our largest source, accounting for 52 per cent of total withdrawals at 221,860 megalitres (ML), similar to 223,440 ML in FY2024.
- Low-quality water (Type 3) made up 62 per cent of total withdrawals, with volumes stable at 266,920 ML, compared to 269,460 ML in FY2024.
- Freshwater withdrawals (Type 1 and 2) increased by 46 per cent, rising from 111,120 ML in FY2024 to 162,740 ML in FY2025, primarily due to increased rainfall and runoff at BMA.
- Water withdrawals in water-stressed areas decreased from 33,450 ML in FY2024 to 31,830 ML in FY2025, largely due to the cessation of terrestrial groundwater extraction at Cerro Colorado in December 2023.
- Water discharges rose by 15 per cent, from 128,100 ML in FY2024 to 147,510 ML in FY2025, driven by increased surface water discharge at BMA following significant rainfall.
- Recycled and reused water volumes at Pampa Norte declined significantly due to a further refinement of the calculation methodology and shift from estimated to measured data in one of the flows.

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Context-based water targets (CBWTs)

CBWTs are developed based on water-related risks in the catchment areas and shared water challenges identified through an independent Water Resource Situational Analysis (WRSA). The CBWTs aim to improve our water management and contribute to collective benefit and shared approaches to water management in the regions where we operate.

Following the FY2023 release of WRSAs and CBWTs, we added an addendum to our Andean aquifers and San Jorge Bay WRSAs in FY2025 after stakeholder consultations were initially delayed due to social unrest in Chile. This addendum, which reflects the participation of various actors, presents the updated shared challenges and opportunities for collective action for the Altoandina macrozone in the Tarapacá and Antofagasta regions and for San Jorge Bay, all in northern Chile. We also published a WRSA for the Hunter River catchment in New South Wales, Australia, and released a CBWT for NSWEC. The NSWEC CBWT aims to enhance ecosystem connectivity through revegetation and targeted restoration along the Hunter River riparian zones. Additionally, we released a CBWT for the Globe-Miami legacy asset site in Arizona, which aims to improve the sustainability of regional water resources by diverting natural water flows around mine-affected areas. This CBWT was informed by the Cobre Valley Watershed Restoration and Action Plan, a report developed by the Cobre Valley Watershed Partnership with contributions by BHP as a stakeholder. We have now achieved our commitment to develop CBWTs within our operations but may release further CBWTs when appropriate for the operating, environmental and social context.[2]

We continue to seek opportunities to source our water from lower-grade sources, particularly in water-stressed areas. Both Copper South Australia and Pampa Norte in Chile have CBWTs to materially reduce terrestrial water use. Escondida's operational water withdrawals have been sourced from desalinated seawater since FY2020.[3] Both Escondida and Pampa Norte have a CBWT to improve the water efficiency in mining operations by 10 per cent by FY2030 from a FY2022 baseline, aiming to optimise marine water use.

In some areas, we extract more water than we use through mine dewatering and have set our CBWTs in consideration of this local context. For example, one of WAIO's CBWTs is 'at least 50 per cent of WAIO surplus water will be prioritised for beneficial use to improve the sustainability of regional groundwater resources or generate social value'.

Footnotes

1. Water performance data does not include Carrapateena or Prominent Hill operations. We intend to incorporate these operations in our reporting from FY2026, following an update to reporting practices to align to the Minerals Council of Australia's Water Accounting Framework (WAF) and ICMM guidance, 'Water Reporting: Good Practice Guide (2nd edition)'.
2. CBWTs are intended to apply at the asset level for our operated assets. We will review the need to revise or create CBWTs when there are substantial changes to our portfolio or one of our projects moves into the operational phase.
3. Small quantities of groundwater are extracted for pit dewatering and to recover seepage from tailings, to enable safe mining and support environmental control. This water is used for operational consumption.

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Progress against FY2025 context-based water target milestones

	Milestone and due date	Progress
BMA	**FY2024, ongoing** Make available unutilised[1] BMA water allocations to the temporary water trading market for each year from FY2024	This milestone was **achieved** in FY2024 and again in FY2025. 4 GL of water allocations was traded on the temporary water trading market in FY2025.
Pampe Norte	**FY2024, ongoing** Cease extraction of terrestrial water for Cerro Colorado operational use	This milestone was **achieved** in FY2024 and again in FY2025. Cerro Colorado ceased extracting water from the Lagunillas borefield for operational use in December 2023. Some extraction was maintained to support replenishment of the Lagunillas wetland, which continued in FY2025, with approximately 625 ML extracted and reinjected. A small amount of terrestrial water (~22 ML during FY2025 or approximately 60 kL per day) has been supplied to the Cerro Colorado site for drinking water, sanitation and hygiene purposes by a local water utility since Cerro Colorado entered temporary care and maintenance in December 2023.
Western Australia Nickel	**FY2024** Facilitate establishment of a Northern Goldfields catchment regional water working group	The intent of this milestone was **achieved** in FY2025. BHP participated in, rather than facilitated the establishment of, the Northern Goldfields catchment regional water working group. This was following the establishment of the working group by the Tjiwarl Aboriginal Corporation, which occurred after this milestone was set. The first meeting that BHP participated in was held in February 2025.
Copper South Australia	**FY2024, ongoing** Implement a permanent daily abstraction limit on Wellfield A at 5 ML/d	This milestone was **achieved** in FY2024 and again in FY2025. Daily abstraction from Wellfield A remained below 5ML/d throughout FY2025.
	FY2025 Protect springs from animal and human degradation by fencing and controlling feral animals and weeds on BHP pastoral leases, and contribute to similar programs off-lease	This milestone was **achieved** in FY2025. Protection on BHP pastoral lease includes stock-proof fencing, feral animal and weed inspections and control programs. Fencing activities included completion of fencing at the Gosse and Emerald Significant Environment Benefit areas, and the active spring within Jacob Springs group. BHP contributed A$300,000 to the off-lease Lake Eyre Basin Riparian Vegetation and Springs Project, a partnership with the South Australian Arid Lands Landscape Board.

Footnote

1. Some water allocations at BMA are not made available for sale ‘in year’ and are retained for strategic contingency purposes as ‘carry over’. Unutilised ‘carry over’ is subject to ongoing assessment throughout the year as to what can be made available. At 30 June, any unused ‘carry over’ amounts are incorporated into the following financial year’s ‘in year’ water for the total river scheme’s announced allocations by the Resource Operator.

>For more information on WRSAs and CBWTs refer to bhp.com/water and bhp.com/sustainability/environment/water/shared-water-challenges

>Detailed information on water accounting and reporting of metrics required by the ICMM Guidance is available at bhp.com/water

>For more information on our water performance in FY2025 and case studies on activities we are undertaking, including BHP’s Global Water Challenge, refer to bhp.com/water

Biodiversity

Our Group-level biodiversity strategy outlines our purpose and strategic priorities and is designed to inform operational decision-making and high-level strategic decisions. It enables alignment of asset-level biodiversity land and water objectives and supports delivery of our 2030 Healthy environment goal.

The focus areas in our biodiversity strategy are valuing natural capital, innovation and collaboration, and nature-related disclosures.

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In FY2025, we advanced our work on valuing nature by obtaining a technical peer review of our natural capital metrics framework, which is designed as a foundational framework to select locally relevant metrics on the state and productivity of nature and guide the development of BHP natural capital accounts. We have identified an initial set of core metrics to track the effectiveness of our land and water management actions, including the conservation, restoration and regenerative actions under our 2030 Healthy environment goal.

We have continued to evolve our nature-related disclosures. For example, we have updated our geospatial land data reporting methodology, applying a standardised global equal area projection. We have also developed an in-house methodology to map important biodiversity and ecosystems, based on global, publicly available datasets. We report biodiversity data as part of the BHP ESG Standards and Databook 2025, available at bhp.com/sustainability

Our work on innovation and collaboration continued through on-ground action in FY2025. For example:

- We renewed our commitment to Bush Blitz, a partnership between BHP, the Australian Government and Earthwatch Australia that commenced in 2010, which is Australia's largest nature discovery program to document plants and animals. In September 2024, BHP and the Australian Government made a joint investment of A$11.6 million, of which BHP contributed A$5.8 million, to extend the program for another five years.
- Since FY2021, we have partnered with Curtin University on the use of environmental DNA (eDNA) as a novel biomonitoring tool in developing improved ecosystem condition assessments. This program includes research on sampling eDNA from surfaces and air in terrestrial ecosystems, exploring abundance measures from eDNA sequence data, developing ecosystem condition indicators for wetlands and incorporating eDNA data into natural capital accounting approaches. As part of this program, in FY2025 we undertook eDNA sampling at several of our operated assets.
- We extended our partnership with Care for Hedland for two more years, celebrating 20 years of collaboration. A key program is the flatback turtle monitoring program on Port Hedland beaches during nesting and hatching season.
- We continued the pilot of the Seascape Framework, one of the world's largest Indigenous created and managed marine conservation initiatives, in partnership with Conservation International based in Fiji.

>For more information on our 2030 goals refer to OFR 9.4. For information on our biodiversity strategy refer to bhp.com/biodiversity

>For more information on our approach to biodiversity and land management and case studies on activities we are undertaking, including our natural capital metrics framework, refer to bhp.com/biodiversity

Land

As at 30 June 2025, BHP owned, leased or managed approximately 7.9 million hectares of land. Approximately 2 per cent (approximately 149,700 hectares) of this area is currently disturbed for mining operation purposes and approximately 14 per cent (approximately 23,800 hectares) of land we have disturbed is currently rehabilitated. In FY2025, the WAIO progressive rehabilitation program reached a significant milestone, completing over 1,000 hectares of land rehabilitation – most of which was delivered by Traditional Owner rehabilitation contractors.

Most of the area we steward is in Australia and is for non-operational land uses, such as pastoral leases or land set aside for conservation. BHP's approach to environmental management is tailored to different area types in our portfolio.

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In FY2025, BHP owned, leased or managed an area of just under 7.9 million hectares[1] consisting of:



Footnote

1 Land data is calculated as the total area of land owned, leased or managed by BHP at 30 June 2025. This value includes greenfield exploration licences (or equivalent tenements), which are outside the area of influence of our existing mine operations.

>For more information on our approach to biodiversity and land management and case studies on activities we are undertaking refer to bhp.com/biodiversity

>For more information on our application of the mitigation hierarchy refer to bhp.com/environment

Atmosphere and air quality

We are improving how we manage air quality for particulate matter and gaseous emissions. Our programs use real-time monitoring, source sampling, incident tracking and risk-based assessments to better understand and control air quality impacts. Our Environment Global Standard requires an air quality management plan where a material risk of air quality related impact on community wellbeing or a sensitive environmental receptor is identified. Many of our sites have ongoing multi-year improvement initiatives to enhance long-term environmental performance on air quality. We report air emissions (including greenhouse gases and non-greenhouse gases) as part of the BHP ESG Standards and Databook 2025, available at bhp.com/ESGSD2025, and discuss our approach to and management of these at bhp.com/environment. In FY2025, we recorded a significant decrease in sulphur dioxide emissions following Western Australia Nickel going into temporary suspension.

>For more information on our approach to air quality refer to the Pilbara Air Quality Program case study at bhp.com/sustainability/environment

>For more information on our approach to managing occupational exposures associated with air quality refer to OFR 9.6

Environmental legal cases

In FY2025, seven fines totalling $US8,065,961 were issued, and then paid, in relation to environmental laws and regulations at our operated assets.

>For more information refer to the BHP ESG Standards and Databook 2025 available at bhp.com/ESGSD2025 and Section 13 of the Directors Report.

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An example from Monturaqui (Escondida) is described below.

Monturaqui (Escondida)

In March 2022, the Chilean Environmental Regulator (SMA) sanctioned Escondida, concluding it had breached its environmental permit due to its water extraction from the Monturaqui aquifer. In March 2022, the SMA imposed a fine of approximately US$8 million. In February 2023, Escondida filed an appeal before the First Environmental Court seeking to annul the SMA decision.

Shortly after the March 2022 SMA decision, two related environmental damage claims were filed in the First Environment Court of Antofagasta by the Attorney General's Office and the Peine Indigenous community.

In October 2024, the case's claimants, the Chilean Attorney General's Office and the Peine Indigenous community, and defendants, Escondida, Compañía Minera Zaldivar (CMZ) and Albemarle (the latter two being other companies that extract (or previously extracted) from the Monturaqui aquifer), agreed on a US$98 million settlement proposal which was approved by the First Environmental Court. BHP and the involved parties are defining the schedule and governance procedures to implement the agreement. Escondida's share is US$76 million. At the same time as it approved the settlement, the Environmental Court also issued a decision denying Escondida's separate appeal against the US$8 million SMA fine. Escondida did not appeal the latter decision to the Supreme Court and paid the fine. This concludes the environmental damages claim.

Engagement

For activities related to our operated assets, BHP engages across communities, Indigenous peoples' representatives, government, industry association memberships, our customers and suppliers, business and civil society on environmental management and nature-related topics. Through industry associations, such as the International Council on Mining and Metals and the CEO Water Mandate, we contribute to their advocacy efforts with governments.

In FY2025, our focus within the industry has been on streamlining approvals and permits while maintaining environmental performance standards and recognising that environmental, social and economic factors must be considered in these processes. Specific examples include:

- engaging directly and indirectly (through the Minerals Council of Australia and Business Council of Australia) with the Australian Government on Environment Protection and Biodiversity Conservation Act reforms, expressing alignment with the Government's aim to reform national environmental laws so it achieves the right balance between better outcomes for the environment and supporting economic growth, investment and job creation
- indirect advocacy through the Chilean Mining Council regarding a legislative bill that modifies various legal bodies to strengthen environmental institutions and improve their efficiency; a bill on the use of seawater for desalination; and a bill on sectoral authorisations. For more information refer to the Chilean Mining Council at consejominero.cl/documentos

9.10 Tailings storage facilities

Tailings storage facilities (TSFs) are dynamic structures that accommodate the leftover materials from the processing of mined ore. Managing the safety and integrity of our TSFs across our operated and closed assets to protect people, the environment and communities where we operate is a primary focus.

>Our TSF Policy Statement is available at bhp.com/sustainability/tailings-storage-facilities

Our approach to TSF governance

For TSFs, we mandate three key first-line roles across our operated assets: Dam Owner, Responsible Tailings Facility Engineer and Engineer of Record. The second line comprises dam safety reviews, independent tailings review boards, tailings governance reviews and project-specific, independent-peer reviews, with our Internal Audit team comprising the third line.

>For more information on the three lines model refer to OFR 7

In accordance with the Global Industry Standard on Tailings Management (GISTM), the outcomes and actions resulting from the activities at each line are required to be documented, monitored, actioned and communicated on a regular basis to the relevant asset personnel, four Accountable Executives, who oversee TSF operations and governance, Executive Leadership Team, and the Board's Committees in accordance with operational and governance processes.

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Global Industry Standard on Tailings Management disclosure

We are committed to achieving alignment with the global benchmark for social, environmental and technical outcomes described within the GISTM for all operated TSFs. We support detailed, transparent and integrated disclosure regarding TSF management, publishing a public disclosure document on our website for all TSFs in alignment with the GISTM, supported by the BHP ESG Standards and Databook available at bhp.com/ESGSD2025. We have engaged a third-party contractor to progressively validate GISTM conformance aligned to the ICMM recommended timeframes.

As of August 2025, 61 of BHP's TSFs are aligned with GISTM, with the remaining nine working towards alignment. Of the partially aligned TSFs, one TSF is classified as extreme consequence[1], three TSFs are classified as high consequence and the remainder are classified as significant or low consequence. We have received third-party validation of our alignment for 22 TSFs, representing 92 per cent of our very high and extreme consequence classification TSFs. The remainder of the aligned TSFs are based on BHP's assessment of GISTM alignment. These TSFs will be validated by a third party in line with ICMM recommended timeframes.

The classification of a TSF as partially aligned with GISTM is not a statement on that TSF's risk or safety, but rather an assessment on the TSF's conformance to the GISTM. BHP's governance and risk management frameworks are in place across our operated sites and manage TSF safety and integrity. The GISTM public disclosure document details the work required and timeframe to achieve alignment for those TSFs that are currently only partially aligned.

Footnote

1. This TSF's classification increased to extreme during FY2025. Information on the basis of the current classification, along with general information on consequence classifications is available in the GISTM Public Disclosure at bhp.com/sustainability.

>For our Global Industry Standard on Tailings Management Public Disclosure 2025 refer to bhp.com/sustainability

9.11 Community

Understanding communities

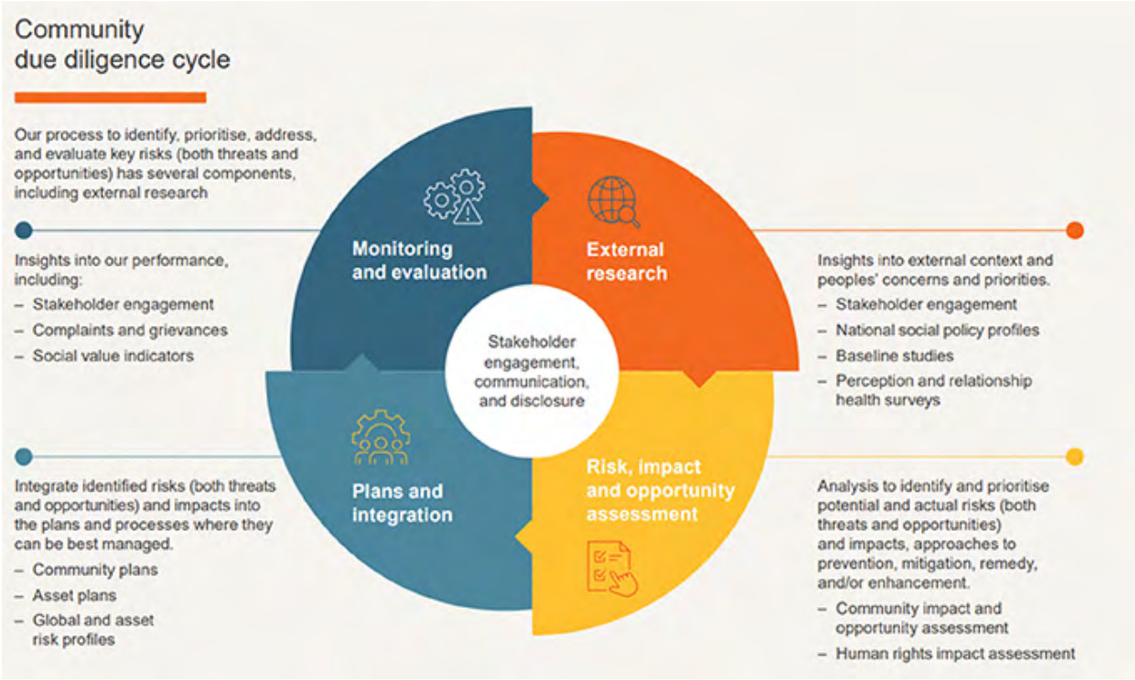
Our approach to understanding community priorities and concerns includes:

At a global level, in FY2025:

BHP invited members of host communities, including Indigenous peoples, to participate in community perception surveys at our operated assets and several exploration regions, providing their perspectives regarding their community priorities, of BHP and our industry more broadly.

We progressed implementation of the feedback from a review by an external human rights expert of our globally consistent methodology for community and human rights impact and opportunity assessments which was first trialled in FY2023 and FY2024. The feedback has formed the basis for a revised methodology, which seeks to better integrate stakeholder engagement with the assessment and facilitate more consistency across our operated assets. Our next assessments using the revised methodology will commence from FY2026 and these will be used to inform our business and functional plans.

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Community engagement and grievances

We internally track and report instances of community concerns, complaints and grievances received through our operational grievance mechanisms. In FY2025, there were 109 concerns and complaints, and one grievance received through our operated assets globally. The most frequent theme was conduct and behaviour, which refers to concerns over levels of communication or engagement, employment and procurement practices, and ethical behaviours. We also receive complaints related to operational impacts, such as road traffic, noise and dust. All operated assets seek to resolve and where appropriate, remedy adverse impacts to community members we have caused or contributed to through our operations.



To support continuous improvement of our community grievance mechanisms, we completed a second line assurance review of the grievance mechanisms at our operated assets and some exploration regions, which highlighted opportunities to increase accessibility and improve our internal data reporting and evaluation practices. These opportunities are expected to be pursued throughout FY2026.

>For more information on stakeholder concerns received through our local grievance mechanisms, local stakeholder engagement and ongoing community research, including community perception surveys, refer to the BHP ESG Standards and Databook 2025 available at bhp.com/ESGSD2025

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In support of our social value scorecard, we progressed understanding of ‘co-creation’ or ‘co-design’ across our business. The terms co-creation and co-design are used interchangeably within this report. Co-creation is a strategic approach involving the integration of diverse partners’ resources, knowledge and networks to resolve complex collective challenges or realise more enhanced outcomes through collaboration. It places BHP within a larger ecosystem where stakeholders actively participate in project development and delivery. In FY2025, seven of our nine operated assets developed and implemented co-created plans with communities, with 100 per cent of those programs achieving shared outcomes on track according to plan, detailed in the Regional Community updates below.

As our understanding of co-creation has evolved, we see that it is a methodology that has potential for broad application. Going forward, our metrics for the Thriving empowered communities pillar will shift to focus on measurable outcomes of community programs from FY2026 to FY2030, while we will look for meaningful opportunities to incorporate co-creation as a concept in other pillars. To support this transition, we developed an internal co-creation resource hub and held a global co-creation masterclass training series for a cross section of employees. The series was designed to enhance co-creation awareness and capability across our social value themes and will be advanced further in FY2026.

>For more information on our social value scorecard, including our co-creation metrics and milestones, refer to OFR 9.4

Regional community updates

The following section highlights the key issues identified through community research and stakeholder engagement, and the actions taken to address those issues at each operated asset.

Minerals Australia

Western Australia Iron Ore: In Port Hedland, local government challenges, liveability, childcare and cost-of-living pressures remain key concerns, and the community is looking for tangible investments to support community growth. We continue to work to develop strong community relationships. In Newman, negative perceptions towards fly-in fly-out (FIFO) arrangements and vacant BHP housing persist. We are working with the community to co-create programs to address these concerns, such as the East Newman Precinct Structure Plan, which aims to create a thriving community by establishing key priorities that will allow for better opportunities in healthcare, housing, education and cultural wellbeing in future redevelopments and design.

Copper South Australia: Increased engagement with the Roxby Downs community is improving relations. Residents expressed appreciation for our investment in local amenities, while also signalling expectations for broader contributions in areas such as essential services and retail offerings. Relationships with stakeholders in Prominent Hill and Carrapateena remained generally positive through continued on-ground engagement and support in the communities. The community perception surveys indicated that Indigenous peoples located near Carrapateena have some distrusting views towards BHP and the sector. Since BHP’s acquisition of Carrapateena we have expanded our engagement program across the Port Augusta community and increased cultural awareness training at the Carrapateena site, and engagement will be ongoing. Projects such as the Carrapateena Socio-Economic Knowledge Base co-created with the Spencer Gulf Cities provided shared community contribution and resources to enhance local planning and decision-making.

BHP Mitsubishi Alliance (BMA): We continue to engage with the community, councils and other local organisations to address negative perceptions of employment strategies and concerns around BHP’s long-term commitment and level of investment. In Moranbah and Dysart, we continue to work with local stakeholders through the SMART Transformation Project to co-create programs to address priority community issues, such as childcare, housing, education and community health and wellbeing.

New South Wales Energy Coal: Relationships continue to strengthen due to intensive engagement regarding BHP’s decision to close the operations in 2030 and efforts to co-design solutions with the community. There remains significant concern over economic uncertainty related to the energy transition in the Hunter Valley. Continued engagement and an open and transparent approach to closure planning will be critical to balancing business, community and regulatory needs and expectations.

Nickel West: Community concerns over the economic impacts of suspending operations are prevalent. BHP has sought to address this through commitments to redeploy all front-line workers and support a A$20 million Community Fund for improved liveability and economic diversification.

Minerals Americas

Escondida: Escondida continues to partner with local communities and stakeholders to be a valued company in the Antofagasta region, highlighting its commitment to education and local development. Community concerns are focused on a perceived security crisis, cost-of-living and unemployment rates, immigration issues, gaps in the healthcare system and concerns about the potential environmental impacts of industrial activity in the area. The announcement of Escondida’s growth plan has raised community expectations about how this investment will translate into tangible benefits for the quality of life of the region.

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Pampa Norte Spence: Our social investment programs in Sierra Gorda and Baquedano are positively recognised by the communities. Our main efforts are focused on education and employability opportunities, as we aim to train the professionals who will lead the mining industry of the future, reinforcing our commitment to our host communities.

Pampa Norte Cerro Colorado: Cerro Colorado remains temporarily closed, however we have made progress in the potential reopening process with the local government and key stakeholders by reestablishing our community engagement and investment plans to address concerns raised by the closure. We are working to establish Early Voluntary Participation Agreements through a partnership with CORFO, the Chilean Economic Development Agency, and the Agency for Sustainability and Climate Change, creating a dialogue between local government, the private sector, communities and Indigenous peoples to allow for co-created and mutually beneficial results.

Jansen: Housing and childcare shortages in the community remain a challenge. We have collaborated with communities to co-create opportunities and develop innovative strategies, including a housing stimulation program. We continue to highlight the Jansen project and operational contributions to the local economy along with our investment in mining education skills and training.

Legacy assets: BHP's responsible closure practices continue to support positive community relationships. Engagement with local communities, First Nations in Canada and Native American tribes in the United States has been an important part of the ongoing relationship restoration that seeks to address long-standing concerns regarding site maintenance, remediation, community access to rehabilitated lands and economic transition.

>For more information on our approach to community refer to bhp.com/communities

9.12 Indigenous peoples

Our Indigenous Peoples Policy Statement outlines our global approach to engaging and partnering with Indigenous peoples across the entire lifecycle of our activities, including exploration, closure and post-closure.[1]

In FY2025, we continued our efforts to operationalise our policy commitments to respect the rights of Indigenous peoples and seek 'free, prior and informed consent' (FPIC) for proposed new operations and capital projects that may potentially impact Indigenous people in accordance with the approach set out in our Indigenous Peoples Policy Statement. Globally, we continued the pilot of an Indigenous Peoples Risk Assessment (IPRA) process for assessing and managing the potential impact to Indigenous people across 14 human rights-related risk areas and to identify whether FPIC should be sought from potentially affected Indigenous peoples. We also continued to pilot a template for an FPIC strategy that sets out the proposed budget, schedule and milestones to meet during engagements with Indigenous peoples to seek their consent. Regionally, Indigenous Engagement teams in North America, Chile and Australia have prepared internal FY2026–FY2030 Regional FPIC Implementation Plans to give effect to BHP's FPIC commitments under the Indigenous Peoples Policy Statement within the context of their different country situations.

We are continuing to design our standards and processes for the collection, access and reuse of cultural information that pertains to Indigenous peoples. Work was conducted internally in FY2025 to identify the areas of BHP's business and activities that are relevant to Indigenous peoples' cultural information and data sovereignty, and agree priority actions for FY2026.

Indigenous partnerships

Under the Indigenous partnerships pillar of our social value framework, we have set ourselves an aspirational goal of delivering respectful relationships that hear and act upon the distinct perspectives, aspirations and rights of Indigenous peoples and support the delivery of mutually beneficial and jointly defined outcomes (refer to OFR 9.4).

In FY2024, we completed an inaugural assessment of the health of our relationships with a range of our Indigenous partners. The feedback indicated that relationships had been strained in the past. While BHP had made some progress in our relationships with Indigenous partners, there was still more to do to achieve our goal of delivering respectful relationships that hear and act upon the distinct perspectives, aspirations and rights of Indigenous peoples, and support the delivery of mutually beneficial and jointly defined outcomes. Following the release of the results, we worked to deepen and strengthen our engagement with Indigenous partners in Australia, Canada and Chile in FY2025. Our regional Indigenous Peoples Plans in Australia and Canada were reviewed considering the partner feedback we received, with key actions incorporated into how we implement those plans. Partner feedback was also incorporated into the draft for the Regional Indigenous Peoples Plan in Chile. We plan to report on this metric every three years, with the next report scheduled for FY2027.

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Progress to plan

We ‘partially met’ our FY2025 social value scorecard short-term milestone for ‘Indigenous voices and perspectives are incorporated into co-designed priorities in each region’, as two out of three countries (Australia and Canada) have published a co-designed regional Indigenous Peoples Plan that incorporates the voices and perspectives of Indigenous peoples.

Minerals Australia’s sixth Reconciliation Action Plan (RAP), which outlines specific commitments to Indigenous peoples in Australia, was released on 23 June 2023 and covers FY2024 to FY2027.[2] The RAP target due to be completed in FY2025 was for Australian assets to deliver work-ready programs that target Traditional Owners and Aboriginal and Torres Strait Islander people to support job readiness, and this was achieved as planned. We are tracking the delivery of the RAP commitments which are due by the end of FY2027. Monitoring of overall progress occurs through the BHP Australian Indigenous Peoples Working Group (AIPWG) that is attended by the Minerals Australia Business President and Chief Legal, External Affairs and Governance Officer.

Minerals Americas approved its Canada Indigenous Partnerships Plan (CIPP) in FY2024.[3] There are nine total CIPP objectives to be achieved over the life of the plan and all of them are on track as at the end of FY2025. There are specific actions that support these nine objectives and 10 of those actions were completed in full in FY2025. An internal CIPP implementation team meets quarterly to monitor progress.

Chile intends to publish a regional Indigenous Peoples Plan in FY2026.

Indigenous procurement and employee participation

In FY2025, we continued to improve engagement with Indigenous businesses across all our operating regions. Compared to FY2024, our direct global spend with Indigenous businesses increased by 40 per cent to US$853 million in FY2025 and the number of Indigenous vendors engaged rose by 19 per cent to 318. In Australia, our FY2025 direct spend totalled US$505 million. In Canada, our FY2025 direct spend totalled US$323 million. Our direct spend in Chile totalled $US24 million.[4]

>For more information on Indigenous employee participation including our social value scorecard metrics refer to OFR 9.4 and OFR 9.5

Minerals Australia

Since FY2023, BHP has been undertaking a native title agreement-making program with 19 Traditional Owner groups across Australia, involving the negotiation of 12 new agreements where BHP does not have agreements in place, and the renegotiation of nine existing agreements. In FY2025, we completed a review of the Tjiwarl Agreement and negotiated two new agreements: the Kokatha Oak Dam underground access retention lease Indigenous Land Use Agreement and an agreement with the Barada Barna Traditional Owners, which included renegotiation of cultural heritage management plans (CHMPs) across BMA mining operations. We are progressing negotiations with other Traditional Owner groups in Australia and these remain ongoing. In addition, two CHMPs were endorsed by Banjima for submission to the host government.

Minerals Australia has a set of Regional Standards that define the minimum requirements for cultural heritage management in all Minerals Australia assets and for exploration work undertaken in Australia. Throughout FY2025, Minerals Australia undertook an internal assurance program across our Australian operated assets to understand how cultural heritage management is being undertaken at each operated asset in alignment with the Regional Standards. All operated assets were found to be generally compliant with the minimum requirements set out in our Regional Standards. Education and advocacy play a key role in embedding the cultural heritage systems and processes at the frontline for better protection of cultural heritage.

Our third Traditional Owner Forum was held in Tarndanya (Adelaide) in October 2024, bringing together senior representatives from 14 Traditional Owner groups and BHP leaders. The FY2025 Forum centered around Traditional Owner employment, cultural safety, elevating cultural awareness and competency, and recognising cultural nuances. Representatives from the First Nations Major Projects Coalition in Canada also participated as guest speakers.

In FY2025, we partnered with the Australian Institute of Company Directors (AICD) to support the development of a First Nations director pipeline. The Board Governance Prescribed Body Corporate and Indigenous Community Organisation Scholarship Program aims to provide in-classroom Board governance education to 250 First Nations executives and aspiring Board directors in regional locations in South Australia and Western Australia. Participants will also have access to a leadership workshop and coaching.

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Minerals Americas

Chile

We are working to strengthen our relationships with Indigenous peoples in Chile. We are carrying out processes for seeking FPIC with Indigenous communities for our capital projects at Escondida and Cerro Colorado. For Cerro Colorado, we continue to engage with Indigenous peoples to include their voices during the study phases for multiple projects, including as it relates to mine life extension. At the end of FY2025, we reached agreements with six groups and continued conversations with one other.

We are also creating opportunities for Indigenous people to benefit from employment, Indigenous business programs, education initiatives and cultural initiatives in Chile. For example, Escondida has an education program for Indigenous children and young people that includes scholarships for primary and university education, family workshops, vocational orientation and job coaching, among other benefits.

In FY2025, we continued to execute the agreements that resolved past grievances raised by Indigenous peoples about the use of continental water that were reported previously in our FY2024 and FY2023 Annual Reports. Cerro Colorado is implementing a recuperation plan for the Lagunillas aquifer. In Escondida, we have reached two settlement agreements to remedy the impacts of water extraction on salt-lake ecosystems, with one agreement relating to Salar de Punta Negra and a second agreement for the Monturaqui aquifer. As part of the Salar de Punta Negra settlement, we carried out cultural heritage measures, such as ethnographic studies to understand the Peine Atacameño Indigenous community's way of life and connection with Salar de Punta Negra. We also supported the community to study the potential to pursue tourism opportunities as part of its community development plan for Peine.

Canada

BHP has Opportunity Agreements with all six First Nations communities in the vicinity of our Jansen potash project. The agreements formalise our partnership in the areas of employment, capacity development and business development. During FY2025, progress was made towards the implementation and execution of these agreements through key projects, such as the upgrades in Muskowekwan First Nation to their powwow arbour and sports and rodeo grounds.

At a national level, we continue to engage and partner with Indigenous-led organisations to extend BHP's presence around Canada and contribute to efforts to foster positive change. In 2025, BHP was a major sponsor for the First Nations Major Project Coalition annual conference, Valuing Reconciliation in Global Markets, with keynote presentations and attendance by executive leadership (CEO and Chief Legal, Governance and External Affairs Officer).

United States and Canada – Legacy assets

BHP owns more than 20 former copper, uranium and other mine sites, called legacy assets, in the US southwest and across Canada. A number of these were acquired by BHP via broader transactions after they had ceased active mining operations and never operated as active mines by BHP. We engage with Indigenous groups whose traditional territories are near our legacy assets and at varying stages of resetting or establishing collaborative working relationships and partnerships. In FY2025, we updated our North American Cultural Heritage Management Plan and developed new, mandatory Cultural Heritage Awareness training for all North American legacy asset employees and contractors. In FY2025, BHP commenced the development of a US Indigenous Partnerships Plan (USIPP) to operationalise BHP's Indigenous Peoples Policy Statement. We anticipate it will be completed by the end of FY2026.

United States – Resolution Copper Mining

Resolution Copper Mining is owned by Rio Tinto (55 per cent) and BHP (45 per cent) and managed by Rio Tinto. We acknowledge the Resolution Copper project area includes areas of cultural significance for Native American Tribes and is the subject of ongoing litigation.

In June 2025, the US Forest Service republished the Final Environmental Impact Statement (FEIS), a prerequisite for the land exchange (LEX) with the US Government to secure land critical for the project, under the 2014 Land Exchange Act. The FEIS and LEX remain under ongoing litigation. The project continues to be studied and mine development activities remain subject to state and local permitting requirements. Resolution Copper Mining continues to engage in these regulatory processes and has publicly stated its commitment to ongoing engagement with Native American Tribes. This includes efforts to understand and address concerns, identify opportunities to create shared value and respect Indigenous rights. We continue to monitor Resolution Copper Mining's engagement, FPIC and agreement-making processes.

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Footnotes

1. For more information about our Indigenous Peoples Policy Statement refer to bhp.com/-/media/documents/ourapproach/operatingwithintegrity/indigenouspeoples/221110_indigenouspeoplespolicystatement_2022
2. For more information about the Australian RAP refer to bhp.com/-/media/project/bhp1ip/bhp-com-en/documents/careers/indigenous-peoples-and-bhp/200921_bhpreconciliationactionplan.pdf.
3. For more information about the Canada Indigenous Partnerships Plan refer to bhp.com/-/media/documents/ourapproach/operatingwithintegrity/indigenouspeoples/240808_bhpcippreport.pdf
4. Indigenous procurement data does not include FY2024 data from former OZ Minerals Australian assets for comparative purposes. For definitions for Indigenous businesses in each operating location refer to the BHP ESG Standards and Databook 2025 available at bhp.com/ESGSD2025

9.13 Value chain sustainability

Responsible supply chains

Responsible supply chains is one of our six social value framework pillars, with our 2030 goal being to create sustainable, ethical and transparent supply chains together with our partners.

The following programs of work support our progress towards this goal and indirectly support other pillars in our social value framework. These programs do not cover the full value chain and are intended to focus on the core aspects of the value chain over which BHP is able to exercise a greater degree of control and/or influence, namely the responsible sourcing and production of minerals and metals.

Sustainability standards strategy and development

During FY2025, we reviewed our minerals and metals sustainability standards strategy and determined that the five performance standards that make up our strategy remain the right focus for BHP. Our company objectives, social value goals and expectations from our stakeholders are some of the considerations that were included. These five performance standards are the ICMM's Mining Principles and Performance Expectations, The Copper Mark's Criteria Guide, Towards Sustainable Mining's (TSM) Protocols and Frameworks, the Global Industry Standard for Tailings Management (GISTM) and the LME's Policy for Responsible Sourcing for Listed Brands.

In FY2025, we continued to actively contribute to the development of globally consistent sustainability performance standards working together with the multi-stakeholder ecosystem. In particular, we continued work under the Consolidated Mining Standard Initiative (CMSI), which has the objective of consolidating major sustainability performance standards.

Sustainability standards implementation

During FY2025, our Chilean operations, Escondida and Spence, were reaccredited against The Copper Mark Criteria Guide (reference 24 January 2020) to recognise their responsible production and sourcing practices. The Copper Mark is a voluntary assurance framework for responsible minerals production that independently assesses participants against a comprehensive set of performance criteria across environmental, social and governance dimensions.

The ICMM's Mining Principles require member companies to conduct a prioritisation process to determine which assets will be subject to third-party validation across a three-year cycle. All of BHP's operated assets (excluding New South Wales Energy Coal, legacy assets and the former OZ Minerals assets acquired by BHP on 2 May 2023) have completed self-assessments against ICMM's Mining Principles and associated Performance Expectations during the last three years. The external validation sequence has been determined in consideration of commitments made by BHP with respect to the five standards.

During FY2025, our operated assets across Minerals Australia (except NSWEC and Western Australia Nickel) progressed assessing against and obtaining external validation over the TSM's applicable Protocols and Frameworks, which is a condition of our membership of the Minerals Council of Australia (MCA). The MCA has set a deadline of the end of December 2025 for public disclosure of the results of the TSM assessments for its members and BHP is working towards this milestone. Completion assessment and external verification against the relevant TSM Protocols and Frameworks for all in-scope BHP operated assets is an FY2026 milestone under our social value scorecard.

In addition, we are working on external validation of corporate-level TSM and ICMM Performance Expectations (PE) self-assessments and some of our operated assets will begin their three-yearly ICMM PE assessment cycles again in FY2026.

And finally, our Jansen potash project in Canada is preparing for its first TSM self-assessment after production commences, estimated in mid-CY2027.

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>For more information on BHP's sustainability standards performance refer to bhp.com/sustainability/value-chain-sustainability

Metals and minerals supply chain due diligence

Our Responsible Minerals Program (RMP) is our risk-based due diligence program that applies to minerals and metals that we source from third parties for feedstock, blending or trading purposes.

The RMP's five-step due diligence framework was developed in alignment with the OECD's Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. In FY2025, we identified prioritised environmental risks to enhance the due diligence undertaken within our RMP guided by the OECD's Handbook on Environmental Due Diligence in Mineral Supply Chains, which we will seek to integrate into our processes and implement during FY2026.

>For more information on how the program works and our FY2025 performance refer to our Responsible Minerals Program Report 2025 available at bhp.com/RMPR2025

9.14 Independent Assurance Report to the Management and Directors of BHP Group Limited ('BHP')

Not required for US reporting.

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10. Samarco

Fundão dam failure

As a result of the Fundão dam failure in November 2015, a significant volume of tailings (39.2 million cubic metres) resulting from the iron ore beneficiation process was released. Tragically, 19 people died as a result of the failure. The communities of Bento Rodrigues, Paracatu de Baixo and Gesteirac were flooded and other communities and the environment downstream in the Doce River basin were also affected.

Samarco's operations were suspended after the dam failure and resumed in 2020.

>For information on Samarco's operations refer to OFR 6.2

Our response and support for the reparation

Following the dam failure, BHP Brasil[1] has remained fully committed to supporting the extensive remediation and compensation efforts that continue in Brazil.

In March 2016, a Framework Agreement entered into between Samarco, Vale, BHP Brasil (the Companies) and relevant Brazilian authorities established the Renova Foundation, a not-for-profit, private foundation responsible for implementing 42 remediation and compensatory programs. BHP Brasil, along with Samarco and Vale, provided support and funding to the Renova Foundation, including through representation in its governance structures.

On 25 October 2024, the Companies entered into an agreement with the Federal Government of Brazil, State of Minas Gerais, State of Espírito Santo, public prosecutors and public defenders (Public Authorities) that delivers full and final settlement of the Framework Agreement obligations, the R$155 billion Federal Public Prosecution Office civil claim and other claims by the Public Authorities relating to Samarco's Fundão dam failure (Settlement Agreement).

The Settlement Agreement was announced as having a financial value of R$170 billion (approximately US$31.7 billion) on a 100 per cent basis, including amounts already spent plus future payments and obligations.

>For more information on the Settlement Agreement refer to Additional information 8 'Legal proceedings'

Reparation

Under the Settlement Agreement, Samarco is the primary obligor for the settlement obligations and BHP Brasil and Vale are each secondary obligors of any obligation that Samarco cannot fund or perform in proportion to their shareholding at the time of the dam failure, which is 50 per cent each. The Settlement Agreement provides for the termination of the Renova Foundation within a 12-month transition period, following the ratification of the Settlement Agreement in November 2024, during which the remaining actions are being transferred to Samarco and the relevant Public Authorities.

Compensation and financial assistance

Compensation and financial assistance of approximately R$23.3 billion (US$4.6 billion, 100 per cent basis)[2] has been paid to support approximately 466,000 people affected by the dam failure, as of 30 June 2025. The indemnification programs that remained open under Renova Foundation and the new programs established by the Settlement Agreement are being executed by Samarco, pursuant to the criteria set in the Settlement Agreement. These programs include:

- Definitive Indemnification Program (PID): A program created by the Settlement Agreement, with a fixed indemnification amount per eligible claimant (R$35,000 plus 5 per cent legal fees) and simple eligibility criteria. As of 30 June 2025, the program has resulted in the compensation of approximately 90,000 claims and the payment of R$3.3 billion (approximately US$590 million).[2]

  Farmers and fishers: A program created by the Settlement Agreement, with a fixed indemnification amount (R$95,000) for eligible small farmers and professional fishers listed by the Federal Government. Since its implementation, the program has not yet resulted in the compensation of claims, as the 10,000 claims made are still being processed.

  Novel: Created by a judicial decision, this program was opened in 2020 and closed for new claims in September 2023, aiming to provide compensation to informal workers who had difficulty proving the damages they suffered. Currently, the program is processing claims that were still pending at the time of the Settlement Agreement. As of 30 June 2025, approximately 115,000 people had been paid.

- Mediated Indemnification Program/Emergency Financial Aid (PIM/AFE): One of the first programs created for indemnification following the dam failure. This program aims to compensate formal workers and, therefore, had high eligibility criteria – new requests were made between 4 February and 5 April 2025, as per the Settlement Agreement. Following the Settlement Agreement, as of 30 June 2025, the program resulted in 4,000 claims, which are still being processed.

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>For updates on reparation progress refer to bhp.com/what-we-do/global-locations/brazil/samarco-reparations

Resettlement

A key reparation priority is the resettlement of the communities of Bento Rodrigues, Paracatu de Baixo and Gesteira. For Bento Rodrigues and Paracatu de Baixo, priority efforts included construction of houses and private property, such as small businesses and churches, as well as infrastructure and public services, including roads, power, water and sewer networks, health and services centres and schools. At Gesteira, pursuant to an agreement finalised in May 2023 and ratified by the Court, families and the Public Authorities have opted to receive compensation instead of building a new community.

The Settlement Agreement provides processes and defined timeframes to incentivise remaining families to select which resettlement option they prefer: (i) the construction of a new house in the collective resettlement of Bento Rodrigues or Paracatu de Baixo, (ii) the purchase of a new house in another place or (iii) cash payment. The implementation of the Settlement Agreement follows a structured, deadline-driven process. An independent technical audit will monitor compliance and quality for at least six months after each house is delivered.

The resettlements have involved ongoing engagement and consultation with a large number of stakeholders, including the affected community members, their technical advisers, state prosecutors, municipal leaders, regulators and other interested parties.

The new towns were designed on land chosen by the communities to be as close as possible to the previous layout, addressing the wishes and needs of the families and communities while also meeting permitting requirements. Each family received access to an architect to design their house within size parameters, which was then finalised and built.

Bento Rodrigues and Paracatu de Baixo are increasingly consolidating as functional communities. This evolution is marked not only by the presence of essential infrastructure, such as water treatment systems, a health centre, churches and a variety of commercial establishments, including restaurants, bars and retail stores, but also by a noticeable shift in daily dynamics with the increased presence of local residents, reinforcing the sense of community life and normalcy.

As at 30 June 2025, approximately 98 per cent of resettlement cases have been completed, either via completion of construction (with families moving in or handover to families in progress) or cash payment for those families who have opted for this option instead of the other resettlement solutions. More than 370 families are now living in their new homes in Bento Rodrigues and Paracatu de Baixo, as well as other locations.[3]

Public buildings in the new communities have been delivered to the Municipality of Mariana and are now being operated and maintained by the municipality.

>For updates on reparation progress refer to bhp.com/what-we-do/global-locations/brazil/samarco-reparations

Other obligations

A wide range of socio-economic activities continue with the Settlement Agreement. These initiatives cover health and infrastructure projects in the Doce River basin, promotion of economic development in the impacted communities and sanitation to further improve the water quality in the Doce River.

The Settlement Agreement provides for R$11 billion for universal sanitation, R$12 billion for health programs, R$6.5 billion for economic recovery programs, R$4.3 billion for improvements to road and infrastructure, R$2 billion for a flood response fund, R$2.4 billion to foster fishing and biodiversity, R$1 billion for financial, psychological and health support to women, R$5.7 billion for a social participation fund for investment in education, culture, sports and food security, and R$3.8 billion for an income assistance program to support certain fishers and small farmers in the region.

Eligible Indigenous peoples and Traditional Communities will also receive a R$8 billion provision with the allocation of funds to be determined by Indigenous and Traditional Communities following a consultation process to be conducted by the Federal Government.

Environmental remediation

Since December 2019, the impacted riverbanks and floodplains have been vegetated, river margins stabilised and water quality has returned to the levels observed before the dam failure. Samarco continues implementing long-term monitoring and compensatory initiatives. According to the Doce River basin water resources plan, developed by the Brazilian Water Agency, a federal agency responsible for the regulation of Brazilian water resources, water from the Doce River can be used for (1) human consumption after conventional treatment; (2) the protection of aquatic habitats; (3) primary contact recreation, such as swimming, water skiing and diving, among other things.

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This is supported by approximately 1.5 million pieces of data generated annually along the Doce River, which is the largest watercourse monitoring system in Brazil. The Settlement Agreement requires Samarco to continue environmental monitoring of water, river sediments, ecological indicators and air quality. The main monitoring activities will continue for 15 years. Additionally, according to information provided by municipalities and water supply companies, since December 2015, most of the population in the Doce River basin has been using and consuming the river water following conventional treatment.

The Settlement Agreement also provides R$11 billion in funding for the universalisation of basic water sanitation for municipalities in the Doce River basin, with the objective of reducing the amount of untreated sewage that is discharged into the river by communities.

The Settlement Agreement establishes Samarco's obligation to reforest 50,000 hectares of protected areas and restore 5,000 springs within the Doce River basin. Of these, approximately 40,500 hectares and 3,500 springs are already undergoing restoration, continuing the efforts initiated by the Renova Foundation. All actions are expected to be completed by 2031.

The Settlement Agreement outlines the completion of remaining tailings management activities, including the recovery of marginal lagoons and streams, as well as bioengineering interventions to control riverbank erosion. It also sets out Samarco's obligation to carry out two environmental studies: one on the potential removal of tailings from the Candonga Reservoir, and the other related to management of contaminated sites.

As part of the Settlement Agreement, the fishing ban in the coastal zone of the Doce River is set to be lifted within two years counted from the date of its execution (25 October 2024). Until then, it is expected the Brazilian Public Authorities will issue fishing regulations aimed at protecting both fishing activities and the environment. The Settlement Agreement also required that the regulation that restricted fishing for native species in the Doce River, originally imposed due to the dam failure, would be lifted within six months of the Court's ratification of the Settlement Agreement. In April 2025, the State of Minas Gerais issued a new regulation maintaining the same restrictions but no longer associating them with the dam failure. Further regulatory updates are expected following additional studies by the State.

>For updates on reparation progress refer to bhp.com/what-we-do/global-locations/brazil/samarco-reparations

Legal proceedings

BHP Group Limited, BHP Group (UK) Ltd (formerly BHP Group Plc) and BHP Brasil are involved in legal proceedings relating to the Fundão dam failure.

>For information on the significant legal proceedings and settlement negotiation process involving BHP refer to Additional information 8

Footnotes

1. BHP Billiton Brasil Ltda (BHP Brasil) and Vale S.A. (Vale) are 50:50 shareholders in Samarco Mineração S.A. (Samarco), the independent operator of Samarco.
2. US$ amount is calculated based on actual transactional (historical) exchange rates related to Renova Foundation/Samarco funding.
3. For those families who chose not to join the resettlement with their previous community and instead resettled elsewhere.

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11. Risk factors

11.1 Risk factors

Our risk factors are described below and may occur as a result of our activities globally, including in connection with our operated and non-operated assets, third parties engaged by BHP or through our value chain. These risks, individually or collectively, could threaten our strategy, business model, future performance, solvency or liquidity and reputation. They could also materially and adversely affect the health and safety of our people or members of the public, the environment, the communities where we or our third-party partners and providers operate, or the interests of our partners and stakeholders, which could in each case lead to litigation, regulatory investigations or enforcement actions (including class actions or actions arising from contractual, legacy or other liabilities associated with divested assets), or a loss of partner, stakeholder and/or investor confidence. References to 'financial performance' include our financial condition and liquidity, including due to decreased profitability or increased operating costs, capital spend, remediation costs or contingent liabilities. BHP may also be exposed to risks that we currently believe to be immaterial that may materially affect our business if they occur.

Risk factor: Operational events

Risks associated with operational events in connection with our activities globally, resulting in significant adverse impacts on our people, communities, the environment or our business.

Why is this important to BHP?

We engage in activities that have previously caused and have the potential to further cause harm to our people and assets, communities, other stakeholders and/or the environment, including serious injuries, illness and fatalities, loss of infrastructure, amenities and livelihood, and damage to sites of cultural significance. An operational event at our operated or non-operated assets or through our value chain could also cause damage or disruptions to our assets and operations, impact our financial performance, result in litigation or class actions and cause long-term damage to our licence to operate and reputation. Potential physical climate-related impacts could increase the likelihood and/or severity of risks associated with operational events. Impacts of operational events may also be amplified if one event triggers another (for example, a geotechnical instability event that causes a failure in a nearby tailings storage facility), or if we fail to respond to any events in a way that is consistent with our corporate values and partner and stakeholder expectations.

Examples of potential threats

- Air, land (road and rail) and marine transportation events (such as aircraft crashes or vessel collisions, groundings, spillages or hydrocarbon release) that occur while transporting people, supplies or products, including to or from exploration, operation or customer locations. These locations may be in or require travel through areas of cultural significance or remote and environmentally sensitive areas, including in Australia, South America, Asia, the United States, Canada and Sweden.
- Failure of a water or tailings storage facility, such as the tragic failure of the Fundão dam at Samarco in 2015 or a failure at other facilities in Australia, Chile, Peru, the United States, Canada or Brazil.
- Unplanned fire events or explosions (on the surface or underground).
- Geotechnical instability events (such as failure of underground excavations, which may be subject to greater risk than surface mines, unexpected large wall instabilities in our open-pit mines, or potential interaction between mining activities and community infrastructure or natural systems), including at mines in Australia, Chile, Peru, the United States, Canada or Brazil.
- Critical infrastructure, equipment or hazardous materials containment failures, other occupational or process safety events or workplace exposures.
- Operational events experienced by BHP or third parties that result in unavailability of shared critical infrastructure (such as railway lines or ports) or transportation routes (such as the Port Hedland channel in Western Australia).
- An operational event that may adversely affect our people and assets, communities, other stakeholders and/or the environment, including serious injuries, illness and fatalities, loss of infrastructure and damage to sites of cultural or environmental significance.
- Our operations, workforce, communities, supply chains, customers and third-party partners and providers may be increasingly exposed to changes in the frequency, intensity and/or duration of intense storms, drought, flooding, landslides, wildfire and other extreme weather or weather-related events and patterns (such as extreme heat).

Risk factor: Accessing key markets

Risks associated with market concentration and our ability to sell and deliver products into existing and future key markets, impacting our economic efficiency.

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Why is this important to BHP?

We rely on the sale and delivery of the commodities we produce to customers around the world. Changes to laws, international trade arrangements, contractual terms or other requirements and/or geopolitical developments could result in physical, logistical or other disruptions to our operations in or the sale or delivery of our commodities to key markets. These disruptions could affect sales volumes or prices obtained for our products, adversely impacting our financial performance, results of operations and growth prospects. We may face additional challenges when seeking to access new markets, including in relation to operational and regulatory matters.

Examples of potential threats

- Government actions, including economic sanctions, tariffs or other trade restrictions, imposed by or on countries where we operate or into which we sell or deliver our products may slow economic growth and lead to a fragmented trading environment, which could prevent us from selling our products, make it more difficult for us to sell our products in key markets and adversely impact the price and volumes obtained of products sold.
- Physical disruptions to the delivery of our products to customers in key markets, including due to the disruption of shipping routes, closure or blockage of ports or land logistics (road or rail), other supply chain disruptions (including those resulting from geopolitical actions and trade policy) or armed conflict. In some cases, physical disruptions may be driven or intensified by weather and climate variability, including as potentially exacerbated or affected by climate change. Our operations are located in remote and environmentally sensitive areas, which may be particularly exposed to climate-related disruptions.
- Legal or regulatory changes (such as new or increased royalties or taxes; government-mandated price caps; port, export or import restrictions or customs requirements; shipping/maritime regulatory changes; restrictions on movements or imposition of quarantines; or changing environmental restrictions or regulations, including measures with respect to carbon-intensive industries or imports) and commercial changes (such as changes to the standards, preferences and requirements of customers) may adversely impact our ability to sell, deliver or realise full market value for our products.
- Failure to maintain strong relationships with customers or changes to customer demands for our products may reduce our market share or adversely impact our financial performance.
- Increasing geopolitical tensions and volatility (including ongoing conflicts and the potential impact of tariffs and other trade restrictions) may adversely affect our strategic and business planning decisions and/or our ability to access key markets (including the time it takes us to manage such access), particularly if we fail to detect or anticipate deviations in the geopolitical environment in a timely manner.

Risk factor: Optimising growth and portfolio returns

Risks associated with our ability to position our asset portfolio to generate returns and value for shareholders, including through acquisitions, mergers and divestments.

Why is this important to BHP?

We make decisions and take actions in pursuit of our strategy, targeting a portfolio of high-quality assets in attractive commodities and growth options in future-facing commodities. We periodically review and adjust our strategy and make changes to our portfolio. Active portfolio changes include the formation of our new non-operated joint venture, Vicuña Corp, and the divestment of the former OZ Minerals' CentroGold project in Brazil. Other portfolio changes may also include maturing and developing organic growth options and supporting innovative early-stage mineral exploration companies (including through our accelerator program, BHP Xplor). A strategy that does not support BHP's objectives and/or a failure to execute our strategy, or other circumstances, may lead to a loss of value that impacts our ability to deliver returns to investors and fund our investment and growth opportunities. Market volatility or failure to optimise our asset portfolio for structural movements in commodity prices (including those arising from climate-related risks or geopolitical risks, such as the impact of tariffs) could adversely affect the results of our operations, financial performance and returns to investors, including by reducing our cash flow, ability to access capital or pay dividends or resulting in asset impairments.

Examples of potential threats

- Commodity prices have historically been and may continue to be subject to significant volatility, including due to global economic and geopolitical factors (including the adoption and expansion of trade restrictions, such as tariffs and other controls on imports and exports), industrial activity, commodity supply (including the development of new resources and supply chain disruptions) and demand (including inventory levels and circular economy), technological change, product substitution, interest rate movements and exchange rate fluctuations. Recent and potential changes in trade policy, particularly in the United States and China, may elevate the challenges in predicting long-term economic trends. Our usual policy and practice is to sell our products at prevailing market prices and, as such, movements in commodity prices may affect our financial performance. Long-term price volatility, sustained low prices or increases in costs may adversely impact our financial performance as we do not generally have the ability to offset costs through price increases.

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- Failure to attract and retain capable talent may lead to poor strategy design or execution, erode our capabilities and organisational culture, and hinder our ability to position our asset portfolio effectively, impacting our business and competitiveness for talent.
- Failure to optimise our portfolio through effective and efficient acquisitions, exploration, large project delivery, mergers, divestments or expansion of existing or acquired assets (including due to sub-optimal capital prioritisation) may adversely impact our performance and/or returns to investors.
- Failure to identify potential changes in commodity attractiveness and missed entry or commodity exit opportunities may result in decreased return on capital spend, overpayment to acquire or invest in new assets or projects, stranded assets or reduced divestment proceeds.
- Failure to achieve expected commercial objectives from assets or investments, such as cost savings, increased revenues or improved operational performance (including as a result of inaccurate commodity price assumptions or resources and reserves estimates), may result in returns that are lower than anticipated and loss of value. This could be exacerbated by impacts from factors such as climate-related risks, supply chain disruptions (for example, disruption in the energy sector or as a result of trade restrictions impacting our end-user markets), labour shortages, inflationary pressures and unfavourable exchange rates, creating operational headwinds and challenging on-time and on-budget project delivery.
- Renegotiation or nullification of permits, inability to secure new permits or approvals, increased royalties, such as the Queensland Government's increase in coal royalty tax in June 2022, fiscal or monetary policy instability or legislative changes may increase our costs or adversely impact our ability to achieve expected commercial objectives from assets or investments, access reserves, develop, maintain or operate our assets, enter new jurisdictions, or otherwise optimise our portfolio. For example, in Australia, recent significant industrial relations legislative reforms (including 'Same Job, Same Pay' and Secure Jobs Legislation) have introduced changes to the enterprise bargaining framework and are having an impact on BHP, including by increasing labour costs in Australia.
- Partnering with companies may also damage our reputation and lead to increased potential for litigation if those companies or associated activities are misaligned with Our Values, standards or stakeholder expectations, particularly in circumstances in which we do not operate the asset or have a controlling interest in the venture.

Risk factor: Ethical misconduct

Risks associated with actual or alleged deviation from societal or business expectations of ethical behaviour (including breaches of laws or regulations) and wider or cumulative organisational cultural failings, resulting in significant reputational, legal and/ or regulatory impacts.

Why is this important to BHP?

Actual or alleged conduct of BHP or our people or third-party partners and providers that deviates from the standard of ethical behaviour required or expected of us could result in reputational damage or a breach of law or regulations. Such conduct includes fraud, corruption, anti-competitive behaviour, money laundering, breaching trade or financial sanctions, market manipulation, privacy breaches, breaches of various state sensitive information laws, ethical misconduct, failure to comply with regulatory requirements and wider organisational cultural failings. A failure to act ethically or legally may result in negative publicity, investigations, public inquiries, regulatory enforcement action, litigation or other civil or criminal proceedings, other forms of compensation or remediation, or increased regulation. It could also threaten the validity of our tenements or permits, or adversely impact our reputation, results of operations, financial performance or share price. Impacts may be amplified if our senior leaders fail to uphold BHP's values or address actual or alleged misconduct in a way that is consistent with societal, partner and stakeholder expectations. Our workplace culture may also be eroded, adversely affecting our ability to attract and retain talent. Risks and impacts are also heightened by increasing geopolitical tensions, the complex and continuously evolving legal and regulatory frameworks that apply to the jurisdictions where we operate, and potentially conflicting obligations under different national laws. For example, our Copper growth strategy in higher-risk jurisdictions and partnerships with entities with less mature compliance programs could heighten or introduce new exposure to these risks.

Examples of potential threats

Failing to prevent breaches of international standards, laws, regulations or other legal, regulatory, ethical, environmental, governance or compliance obligations, such as external misstatements, inaccurate financial or operational reporting, data breaches or a breach of our continuous disclosure obligations.

Corruption (for example, in connection with the acquisition of early-stage options in a country with weaker governance standards), market misconduct or anti-competitive behaviour, including in relation to our joint venture operations.

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- Failing to comply with trade or financial sanctions (which are complex and subject to rapid change and may potentially result in conflicting obligations), health, safety and environmental laws and regulations, native title and other land rights or tax or royalty obligations.
- Failing to protect our people from harm (including to psychological and physical health) due to misconduct that takes place in connection with their work, such as discrimination or sexual harassment, or other psychosocial hazards.
- Failing to uphold BHP's values or address actual or alleged misconduct may adversely impact workplace culture and may expose BHP to regulatory action or litigation, adversely impacting our reputation and ability to attract and retain talent.

Risk factor: Significant social or environmental impacts

Risks associated with significant impacts of our operations on and contributions to communities and environments throughout the lifecycle of our assets and across our value chain.

Why is this important to BHP?

The long-term viability of our business is closely connected to the wellbeing of the communities and environments where we have a presence and our business is subject to increasing, complex and changing regulatory and stakeholder expectations. At any stage of the asset lifecycle, our activities and operations may have or be perceived to have significant adverse impacts on communities and environments. In these circumstances, we may fail to meet the evolving expectations of our partners and stakeholders (including investors, governments, employees, suppliers, customers and Indigenous peoples and other community members) whose support is needed to realise our strategy and purpose. This could lead to loss of partner or stakeholder support or regulatory approvals, increased taxes and regulation, enforcement action, litigation (including class actions), or otherwise impact our licence to operate and adversely affect our reputation, ability to attract and retain talent, ability to access capital, operational continuity and financial performance.

Examples of potential threats

- Engaging in or being associated with activities (including through non-operated joint ventures and our value chain) that have or are perceived to have individual or cumulative adverse impacts on nature (including biodiversity, land, waters and air), climate change, supply chain or responsible sourcing requirements, human rights or Indigenous peoples' rights or cultural heritage.
- Failing to meet evolving partner or stakeholder expectations in connection with our alignment with global frameworks and societal goals, our strategic decisions, legal and regulatory obligations, acceptability of mining activities, relationships with Indigenous peoples, community wellbeing and the way we invest in communities or our approach to nature (including biodiversity, land, waters and air), climate change, supply chain or responsible sourcing requirements, human rights, Indigenous peoples' rights or cultural heritage priorities.
- Political, regulatory and judicial developments (such as legislation to enact policy positions on climate change, nature-related risk or human rights) could increase uncertainty in relation to our operating context, and/or require us to adjust our business plans or strategy. For example, changes to regulations may require us to modify mine plans, limit our access to reserves and resources, alter the timing or increase costs associated with exploration and development of and production from, or closure and rehabilitation of, our assets, increase sourcing costs or expose BHP to unanticipated environmental or other legacy liabilities.
- Failing to adequately identify or to appropriately manage physical climate-related risks and/or nature-related risks. For example, loss of important biodiversity and/or ecosystems as a result of operational activities (e.g. unauthorised clearing of high value vegetation) could result in land access restrictions, increase of fines or penalties or limit our access to new opportunities.

Risk factor: Adopting technologies and maintaining digital security

Risks associated with adopting and implementing new technologies, and maintaining the effectiveness of our existing digital landscape (including cyber defences) across our value chain.

Why is this important to BHP?

Our business and operational processes are increasingly dependent on the effective application and adoption of technology, which we use as a lever to deliver on our current and future operational, financial and social objectives. This exposes BHP to risks originating from adopting or implementing new technologies, or failing to take appropriate action to position BHP for the digital future, which may impact the capabilities we require, the effectiveness and efficiency of our operations and our ability to compete effectively. New technology adopted in our business may not perform as anticipated and may result in unintended impacts on our operations. We may also fail to maintain the effectiveness of our existing and future digital landscape, including cyber defences, exposing us to technology availability, reliability and cybersecurity risks. These could lead to operational events, commercial disruption (such as an inability to process or ship our products), corruption or loss of system data, misappropriation or loss of funds, unintended loss or disclosure of commercial or personal information, enforcement action or litigation, which could also impact the environment and partners, suppliers and stakeholders across our value chain. Additionally, an inability to adequately maintain existing technology or effectively implement critical new technology, including artificial intelligence (AI), or any sustained disruption to our existing technology may adversely affect our licence to operate, reputation, results of operations and financial performance.

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Examples of potential threats

- Cyber incidents on our information or operational technology systems, including on third-party partners and providers (such as our cloud service providers), may result in a failure of business-critical technology systems at one or more of our assets, which may reduce operational productivity, result in environmental damage, fines, penalties, litigation, regulatory or governmental investigations, workforce disruption, prolonged negative media attention and/or adversely impact safety and financial performance. We have experienced cybersecurity threats in the past and may experience them in the future. As our dependence on information systems (including those of our third-party partners and providers) grows, we may become more vulnerable to an increasing threat of continually evolving cybersecurity risks.
- Failure to invest in appropriate technologies or to keep pace with advancements in technology that support the pursuit of our objectives may adversely impact the effectiveness or efficiency of our business and erode our competitive advantage. For example, a failure to implement appropriate technologies that support our assets to produce higher-grade commodities or less waste from existing resources (such as ongoing initiatives to incorporate new technologies and data analytics to leaching processes) could limit our ability to sell our commodities or reduce costs.
- Failure to identify, access and secure necessary infrastructure and key inputs (including electricity, internet bandwidth, data, software, licences or other rights in intellectual property, hardware and talent) to support new technology innovations and advanced technologies may adversely affect our ability to adopt, operate or retain access to those technologies. This includes AI and machine learning, process automation, robotics, data analytics, cloud computing, smart devices and remote working solutions. For example, adopting new technology to reduce GHG emissions using alternative energy sources may require new infrastructure, while effective implementation of new digital technologies (such as machine learning) may be heavily dependent on access to quality data.
- Adopting new technologies like data science, AI and robotics requires new capabilities across our organisation. This may require re-skilling of our existing workforce and could replace some tasks and result in workforce changes. A failure to manage these changes effectively could lead to adverse impacts including eroding our workplace culture and reputation, political and societal dissatisfaction, industrial action or operational disruptions, thereby posing a threat to our business continuity.
- The continued increase in the use of Al and machine learning may increase our exposure to emerging cybersecurity risks and additional risks, including those relating to the protection of data (such as increased exposure of confidential or otherwise protected information to unauthorised recipients), which could result in liability under or termination of our contracts with third parties, misuse of intellectual property, legal disputes or other unintended consequences.
- Failure to adopt or successfully integrate new technology, technology enhancements or technology acquired through inorganic growth (such as through acquisition of a company with different types and standards of security, technologies and systems) may result in impacts to our business and operations. This could lead to operational stoppage events, commercial disruption (such as an inability to pay or accept payment), inability to disclose accurately or an inability to adequately maintain existing technology.
- Failure or outage of our information or operational technology systems.

Risk factor: Low-carbon transition

Risks associated with the transition to a low-carbon economy.

Why is this important to BHP?

Transition risks arise from existing and emerging policy, regulatory, legal, technological, market and other societal responses to the challenges posed by climate change and the transition to a low-carbon economy. As a world-leading resources company, BHP is exposed to a range of transition risks that could affect the execution of our strategy or our operational efficiency, asset values and growth options, resulting in a material adverse impact on our financial performance, share price or reputation, including increased potential for litigation. The complex and pervasive nature of climate change means transition risks are interconnected with and may amplify our other risk factors. Additionally, the inherent uncertainty of potential societal responses to climate change may create a systemic risk to the global economy and our business.

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Examples of potential threats

- Introduction or improvement of low-carbon technologies or changes in customer preference for products (including the grade of products) that support the transition to a low-carbon economy may decrease demand for some of our products, increase our costs or decrease the availability of key inputs to production. For example:
  - Rapid shift to alternative steelmaking technology pathways (including electric arc furnace (EAF) and direct reduced iron (DRI) steelmaking) may reduce anticipated demand for our steelmaking coal and may result in the early closure or divestment of our steelmaking coal mines.
  - Increased recovery and reuse rates of commodities may reduce demand for our products.
- Adverse macroeconomic changes, such as a decline in global economic activity and/or security, could be exacerbated by the transition to a low-carbon economy and reduce anticipated demand for our future-facing commodities.
- Perceptions of climate-related financial risk and/or social concerns around climate change may result in investors divesting our securities or changing their expectations or requirements for investment in our securities, cause financial institutions not to provide financing or other products (such as insurance cover) to BHP or to our suppliers or customers, affect our suppliers' willingness to provide goods or services, and affect our customers' demand to procure our commodities. In turn, these factors could increase our costs and adversely impact our ability to optimise our portfolio and pursue growth opportunities.
- Perceived or actual misalignment of BHP's climate actions (goals, targets and performance) with societal and investor expectations, which may diverge across jurisdictions in which we operate, or a failure to deliver our climate actions, may result in damage to our reputation, reduced investor confidence, climate-related litigation (including class actions) or give rise to other adverse regulatory, legal or market responses.
- Sub-optimal selection, quality, implementation or effectiveness of technology and related low-carbon supplies that are intended to contribute towards the delivery of our climate targets, goals and strategies, or unavailability of that technology and related low-carbon supplies (including due to the failure of trials of new technology, a failure of external equipment manufacturers or suppliers to deliver on schedule or competition for limited supply) could prevent, limit, delay or increase costs in achieving our plans for operational decarbonisation.
- Changes or ambiguity in laws, regulations, policies, obligations, government actions and our ability to anticipate and respond to such changes or accurately interpret the ambiguity, including GHG emission targets and schemes, restrictive licensing, carbon taxes, carbon offsetting regulations, border adjustments or the addition or removal of subsidies, may give rise to adverse regulatory, legal or market responses. For example, the implementation of regulations intended to reduce GHG emissions in the steel industry in China could adversely impact demand for our steelmaking coal or iron ore. In addition, inadequate market supply of credible carbon credits or price volatility in carbon markets could increase our operating costs or result in adverse social value or compliance implications. Inconsistent or developing regulatory regimes globally may increase the likelihood of an inadvertent failure or inability to comply with some regulations or to address diverging interests of stakeholders and exacerbate the impacts of transition risks.

Risk factor: Inadequate business resilience

Risks associated with unanticipated or unforeseeable adverse events and a failure of planning and preparedness to respond to, manage and recover from adverse events (including potential physical climate-related impacts).

Why is this important to BHP?

In addition to the threats described in our other risk factors, our business could experience unanticipated, unforeseeable or other adverse events (internal or external) that could harm our people (both physical and psychosocial harm), disrupt our operations or value chain or damage our assets or corporate offices, including our non-operated assets in which BHP has a non-controlling interest. A failure to identify or understand exposure, adequately prepare for these events (including maintaining business continuity plans) or build wider organisational resilience may inhibit our (or our third-party partners' and providers') ability to respond and recover in an effective and efficient manner. This includes a failure to build resilience to physical climate-related risks. Material adverse impacts on our business include reduced ability to access resources, markets and the operational or other inputs required by our business, reduced production or sales of or demand for our commodities, or increased regulation, which could adversely impact our financial performance, share price or reputation and could lead to litigation (including class actions).

Examples of potential threats

- Geopolitical, global economic, regional or local developments or adverse events, such as social unrest, strikes, work stoppages, labour disruptions, social activism, terrorism, bomb threats, economic slowdown, acts of war or other significant disruptions in areas where we operate or have interests, including those that affect supply chains and/or end users of our products.

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- Extreme weather and climate-related events, such as heatwaves, extreme precipitation and flooding, hurricanes, cyclones and fires. For example, production at Olympic Dam was halted for two weeks due to severe storms in the first half of FY2025, resulting in production loss.
- Other natural events, including earthquakes, tsunamis, wildfires, solar flares and pandemics.
- Potential physical climate-related impacts, such as acute risks that are event driven (including increased frequency and severity of extreme weather events) and chronic risks resulting from longer-term changes in climate patterns. Climate hazards may include changes in precipitation patterns, water shortages, rising sea levels, increased storm intensity, prolonged extreme temperatures and increased drought, fire and flooding.
- Failure by suppliers, contractors or joint venture partners to perform existing contracts or obligations (including due to insolvency or supply chain disruptions), such as construction of large projects or supply of key inputs to our business (for example, consumables for our mining equipment).
- Failure of our risk management or other processes (including controls) to prepare for or manage any of the risks discussed in this risk factors section may inhibit our (or our third-party partners' and providers') ability to manage any resulting adverse events and may disrupt our operations or adversely impact our financial performance or reputation. This includes unknown pre-existing failures in organisations, businesses or assets that we acquire or invest in through non-organic growth, as well as any failures that occur during the integration of acquired businesses to our business (for example, due to different standards or systems). This also includes the failure of our insurance to sufficiently cover losses from risks to our business.

11.2 Management of risks

Each risk factor may present opportunities as well as threats. We take certain risks for strategic reward in the pursuit of our strategy and purpose. Some of the potential threats and opportunities associated with each of our risk factors are described below. Management's approach to manage these risks is also described at a high level. However, these actions are not exhaustive and many Group-wide controls (such as *Our Code*, Risk Framework, mandatory minimum performance requirements for risk management, health, safety and other matters, and our Contractor Management Framework) help to support effective and efficient management of all risks in line with our risk appetite. For our non-operated joint ventures, we have a dedicated non-operated joint venture team and we manage risks to BHP's investments by seeking to enhance governance processes and influencing operator companies to adopt international standards and best practices in line with respective joint venture agreements.

Risk factor: Operational events

Potential opportunities

Our community, environmental and employee commitments may enhance resilience, stakeholder trust, talent attraction and access to capital, while collaboration on industry standards may support our ability to manage operational risks and identify internal improvement opportunities.

Management's approach

We continue to focus on improving our management of safety and operational risks, including through the planning, designing, construction, operation, maintenance and monitoring of mines, facilities and infrastructure.

FY2025 insights

Our exposure to risks associated with operational events remained broadly stable in FY2025. However, our exposure to risks associated with operational events may increase in coming years as we continue to expand our operations, including at our Jansen potash project where our first production target date for Stage 1 is currently estimated to revert to the original schedule of mid-CY2027 (an update on timing is expected in the second half of FY2026).

For more information refer to

- OFR 8 Safety
- OFR 9.5 People
- OFR 9.6 Health
- OFR 9.8 Climate change
- OFR 9.9 Nature and environmental performance
- OFR 9.11 Community

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- OFR 9.12 Indigenous peoples
- bhp.com/sustainability

Risk factor: Accessing key markets

Potential opportunities

By monitoring macroeconomic, societal, geopolitical and policy developments and trends, we may be able to identify opportunities for new or existing products and/or to enter into new markets or expand presence in some markets, develop strategic partnerships and execute our strategy in ways that enhance value and provide a competitive advantage.

Management's approach

We actively monitor and assess key markets and geopolitical and macroeconomic trends and developments, with the aim of optimising our portfolio and mitigating disruptions to our ability to access key markets.

FY2025 insights

Exposure to risks associated with access to key markets increased in FY2025 due to increasing geopolitical volatility, tariffs and global trade restrictions impacting global supply chains. Although we have limited influence over changes in our external environment, we continue to analyse the impact of global armed conflict, political tensions, resource and economic nationalism, social instability, and environmental deterioration.

Risk factor: Optimising growth and portfolio returns

Potential opportunities

Our current portfolio of quality assets in attractive commodities positions us well to capitalise on potential opportunities. The acquisition of new resources or the acceleration of organic growth options may strengthen and diversify our portfolio, while our ability to predict economic trends may enable us to exit from declining commodities and allocate our capital to focus on higher-returning opportunities.

Management's approach

We continue to develop strategies, processes and frameworks to grow and protect our portfolio and to assist in delivering ongoing returns to shareholders, including through planning and monitoring of internal and external settings, and establishing capital allocation and liquidity frameworks that are designed to enable us to pursue and consider opportunities in new markets.

FY2025 insights

Our exposure to risks associated with optimising growth and portfolio returns remained broadly stable in FY2025. Exposure is influenced by external factors, including increasing geopolitical tensions, ESG-related expectations and commodity attractiveness. The imposition of tariffs across various jurisdictions in CY2025 and other developments in international trade may also adversely impact our business. As a supplier of iron ore, copper, coal and other commodities to end users globally, particularly in China, we are subject to additional risk from the imposition of duties, tariffs, import and export controls and other trade barriers impacting our products and the products our customers produce. The overall impact of these developments is difficult to predict, but could adversely impact our costs, our investments, the demand for and price of our products and the products of our customers.

For more information refer to

- OFR 4 Positioning for growth
- OFR 12 Performance by commodity

Risk factor: Ethical misconduct

Potential opportunities

Our capability to manage ethical misconduct risks in line with societal, partner and stakeholder expectations may distinguish BHP from competitors and enhance our ability to raise capital, attract and retain talent, engage with governments and communities in new jurisdictions, obtain permits, partner with external organisations or suppliers, or market our products to customers.

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Management's approach

Our Charter describes our purpose and values and sets the 'tone from the top'. We seek to design and implement internal policies, standards, systems and processes for governance and compliance to support an appropriate culture and prioritise respectful behaviours at BHP.

FY2025 insights

Our exposure to ethical misconduct risks increased in FY2025 due to greater regulator and stakeholder expectations, and expansion of our interests in higher-risk jurisdictions with weaker government controls and higher corruption risks. Geopolitical tensions also heightened corruption risks, trade sanctions and market conduct enforcement in commodities markets, impacting our exposure through complex and evolving legal frameworks.

For more information refer to

- *Our Charter and Our Code*
- OFR 9.5 People
- OFR 9.7 Ethics and business conduct
- OFR 9.11 Community
- OFR 9.12 Indigenous peoples
- Corporate Governance Statement

Risk factor: Significant social or environmental impacts

Potential opportunities

Strong social performance and active stakeholder engagement could generate competitive advantages in the jurisdictions in which we operate, while the responsible stewardship of natural resources may enhance the resilience of our industry.

Management's approach

We have adopted and seek to apply policies and procedures that include targets, goals, commitments and/or describe our approach to these matters, which aim to strengthen our social, human rights and environmental performance and contribute to environmental and community resilience.

FY2025 insights

In FY2025, BHP's exposure to risks with significant social or environmental impacts remained broadly stable. We continue to monitor and seek to better understand the intersecting social and environmental risk landscape with intersections between climate change, nature, Indigenous peoples and human rights continuing to be a focus for stakeholders and civil society.

For more information refer to

- OFR 9.4 2030 goals and social value scorecard
- OFR 9.5 People
- OFR 9.8 Climate change
- OFR 9.9 Nature and environmental performance
- OFR 9.11 Community
- OFR 9.12 Indigenous peoples
- OFR 10 Samarco
- bhp.com/sustainability

Risk factor: Adopting technologies and maintaining digital security

Potential opportunities

Technology solutions have the potential to unlock greater productivity and safety performance within our operations, reduce GHG emissions and/or better optimise our portfolio through enhancing the identification and access of previously unknown, inaccessible or uneconomic resources.

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Management's approach

We continue to employ a number of measures designed to protect against, detect and respond to cyber incidents. More broadly, we monitor regulatory and industry changes and seek to develop, implement and maintain technological solutions with appropriate guardrails and controls in place to support compliance with an evolving regulatory environment and meet societal expectations.

FY2025 insights

Our exposure to risks associated with adopting technologies and maintaining digital security remained stable but elevated in FY2025. This was due to external cybersecurity threat conditions, with high-profile cyber incidents experienced by other businesses across Australia and abroad, and the increasing adoption of AI, machine learning and related technologies. Increasing geopolitical tensions and conflict continue to impact global cyber threats with nation-state threat actors targeting non-BHP critical infrastructure, such as the recent cyber incident disrupting the largest US water utility company's operations and on multiple US telecommunications companies. We continue to monitor and manage the increasing exposure, including through leveraging next generation technologies, support and input from strategic cybersecurity partners, utilizing threat intelligence capabilities and conducting resilience exercises to uplift our response in the instance of a cyber incident.

For more information refer to

- OFR 3 Our key differentiators
- OFR 9.8 Climate change

Risk factor: Low-carbon transition

Potential opportunities

We believe our products are well placed to support global trends. For instance, our copper, iron ore, steelmaking coal and uranium provide essential building blocks for existing and new renewable energy infrastructure and alternative power generation and electric vehicles, while our potash fertiliser options, once operational, have the potential to promote more efficient and profitable agriculture and help alleviate the increased competition for arable land.

Management's approach

We have established climate change targets and goals, which are set out in OFR 9.8, and have mandatory minimum performance requirements for managing climate-related risks (threats and opportunities), including the *Environment Global Standard* and the *Climate Change Global Standard*. We use climate-related scenarios, as well as our planning cases and monitor themes and signposts (such as emerging policy, regulatory, legal, technological, market and other societal developments) to evaluate the resilience of our portfolio, allocate capital, inform our strategy and other decision-making, and to otherwise support the management of emerging risks.

FY2025 insights

Our exposure to transition risks remained broadly stable during FY2025 as recent regulatory developments were implemented, including the enhanced Safeguard Mechanism in Australia and new standards for mandatory climate-related financial disclosures that BHP will be required to comply with in future years, such as AASB S2 (Australian Sustainability Reporting Standard). The US withdrawal from the Paris Agreement and its approach to energy policy may also affect global transition efforts.

For more information refer to

- OFR 4 Positioning for growth

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- OFR 9.4 2030 goals and social value scorecard
- OFR 9.8 Climate change
- OFR 9.9 Nature and environmental performance
- bhp.com/sustainability/climate-change

Risk factor: Inadequate business resilience

Potential opportunities

Building the resilience of our business may enhance our ability to efficiently identify and manage related risks, supporting proactive, focused and prioritised deployment of resources to reduce exposure to adverse events.

Management's approach

We continue to monitor our state of readiness, including through the use of scenario analysis, and the external environment, including political and economic factors, to support the identification and management of related risks. For instance, we continue to implement Group-wide controls that are designed to enhance business resilience, including BHP's mandatory minimum performance requirements for security, crisis and emergency management and business continuity plans, and seek to maintain an investment grade credit rating.

FY2025 insights

Our exposure to risks associated with inadequate business resilience remained broadly stable in FY2025. As a result of increasing climate-related weather events, we continue to implement Group-wide controls designed to enhance business resilience and monitor the external environment to support early identification of risks to manage associated exposure.

For more information refer to

- OFR 8 Safety
- OFR 9.6 Health
- OFR 9.8 Climate change
- OFR 9.9 Nature and environmental performance
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12. Performance by commodity

Management believes the following information presented by commodity provides a meaningful indication of the underlying financial and operating performance of the assets, including equity accounted investments, of each reportable segment. Information relating to assets that are accounted for as equity accounted investments is shown to reflect BHP's share, unless otherwise noted, to provide insight into the drivers of these assets.

>For more information as to the statutory determination of our reportable segments, refer to Financial Statements note 1 'Segment reporting'

Unit costs is one of our non-IFRS financial measures used to monitor the performance of our individual assets and is included in the analysis of each reportable segment.

>For the definition and method of calculation of our non-IFRS financial measures, including Underlying EBITDA and Unit costs, refer to OFR 13

12.1 Copper

Detailed below is financial and operating information for our Copper assets comparing FY2025 to FY2024.

Year ended 30 June US$M	2025	2024
Revenue	**22,530**	18,566
Underlying EBITDA	**12,326**	8,564
Net operating assets	**40,884**	36,368
Capital expenditure	**4,392**	3,711
Underlying ROCE	**17%**	13%
Total copper production (kt)	**2,017**	1,865
Average realised prices		
Copper (US$/lb)	**4.25**	3.98
Unit costs		
Escondida (US$/lb)	**1.19**	1.45
Spence (US$/lb)	**2.07**	2.13
Copper South Australia (US$/lb)	**1.18**	1.37

Key drivers of Copper's financial results

Price overview

Copper was heavily influenced by the threat of tariffs on US copper imports for much of the second half of FY2025. US prices on COMEX traded at a significant premium to the London Metal Exchange (LME), which incentivised much of the world's available cathode to be shipped to the United States. Declining copper inventories elsewhere helped lift LME copper prices above US$10,000/t (US$4.54/lb) at the end of FY2025. Average prices for the second half of FY2025 were around US$9,400/t (US4.28/lb), up against the prior half, as well as year-on-year. In July 2025, the US announced tariffs would exclude copper cathode, largely closing the COMEX-LME differential. Forward curves suggest the market still sees a risk of future tariffs, which could continue to influence trade flows.

Chinese copper demand was stronger than expected during FY2025, with growth in power infrastructure investment and policy support for domestic consumer durables supplemented by a sharp rise in exports of manufactured goods. Chinese demand in FY2026 is expected to remain strong, though growth will decelerate off the current high base.

We maintain our expectation for the copper market to be broadly balanced in the coming year. Mine supply has seen some challenges in recent months, with growth expectations downgraded in several regions. Trade barriers could also hinder the movement of copper scrap, which may lead to greater demand for primary supply.

In the late 2020s, we expect new, as-yet uncommitted, mine supply to be required as demand continues to grow and existing supply peaks. The world is expected to need around 10 Mt of new annual mine supply over the next 10 years to meet growing demand.

In the longer run, copper fundamentals remain attractive. Demand is expected to grow from ~33 Mt today to >50 Mt by 2050, with the key drivers being 'Traditional' economic growth (home building, electrical equipment and household appliances), 'Energy Transition' (renewables and electric vehicles) and 'Digital' (Artificial Intelligence and Data Centres). We anticipate that the cost curve for the mines needed to meet this demand is likely to steepen as both operational and development challenges progressively increase. For future mine supply to be incentivised we believe prices still need to rise from levels seen in the second half of FY2025.

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Production

Total Copper production for FY2025 increased by 8 per cent to 2,017 kt.

Escondida achieved its highest production in 17 years, increasing 16 per cent due to record concentrator throughput, improved recoveries, higher concentrator feed grade of 1.02 per cent (FY24: 0.88 per cent) and the Full SaL leaching project which achieved first production in Q4 FY25.

Pampa Norte, consisting of Spence and Cerro Colorado, copper production increased by 1 per cent to 268 kt. Spence production increased 5 per cent to a record 268 kt due to improved stacked feed grade. Concentrator throughput, feed grade and recovery was broadly in line with the prior period. Cerro Colorado remains in temporary care and maintenance, having contributed 11 kt of copper production in FY2024.

Copper South Australia copper production decreased by 2 per cent to 316 kt due to the two-week weather-related power outage in Q2.

Antamina copper production decreased by 17 per cent to 119 kt, reflecting lower concentrator throughput and a decline in feed grade. Zinc production was 5 per cent higher at 109 kt, as a result of higher zinc feed grades.

Carajás produced 9.4 kt of copper and 7.3 troy koz of gold.

Financial results

Copper revenue increased by US$4 billion to US$22.5 billion in FY2025 due to higher average realised copper prices and higher production.

Underlying EBITDA for Copper increased by US$3.8 billion to US$12.3 billion. Price impacts, net of price-linked costs, increased Underlying EBITDA by US$1.7 billion. Higher volumes increased Underlying EBITDA by US$2.2 billion.

Controllable cash costs increased by US$0.5 billion, primarily due to one-off labour related costs combined with higher operational and maintenance contractor costs to support higher material moved.

Inflation negatively impacted Underlying EBITDA by US$0.3 billion, however was offset by a decrease in Non-cash costs of US$0.3 billion related to higher stripping capitalisation at Escondida, reflecting the phase of the mine plans.

Outlook

Copper production for FY2026 is expected to be between 1,800 and 2,000 kt, reflecting planned lower grade in Chile.

Escondida production of between 1,150 and 1,250 kt is expected in FY2026, reflecting an expected decrease in concentrator feed grade.

Spence production of between 230 and 250 kt is expected in FY2026 due to expected lower concentrator feed grades and increased volume of transitional ore processed.

Copper South Australia production of between 310 and 340 kt is expected in FY2026, weighted to the second half.

Antamina copper production of between 120 to 140 kt and zinc production of between 90 and 110 kt is expected in FY2026.

Escondida unit costs in FY2026 are expected to be between US$1.20 and US$1.50 per pound (at an exchange rate of USD/CLP 940).

Spence unit costs in FY2026 are expected to be between US$2.10 and US$2.40 per pound (at an exchange rate of USD/CLP 940).

Copper South Australia unit costs in FY2026 are expected to be between US$1.00 and US$1.50 per pound (at an exchange rate of AUD/USD 0.65) and prices for by-products of gold US$2,900/oz and uranium US$70/lb.

The comparison for the year ended 30 June 2024 to 30 June 2023 has been omitted from this annual report on Form 20-F and can be found in our annual report on Form 20-F for the fiscal year ended 30 June 2024, filed on 30 August 2024.

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12.2 Iron Ore

Detailed below is financial and operating information for our Iron Ore assets comparing FY2025 to FY2024.

Year ended 30 June US$M	2025	2024
Revenue	**22,919**	27,952
Underlying EBITDA	**14,396**	18,913
Net operating assets	**15,252**	13,812
Capital expenditure	**2,617**	2,033
Underlying ROCE	**64%**	83%
Total iron ore production (Mt)	**263**	260
Average realised prices		
Iron ore (US$/wmt, FOB)	**82.13**	101.04
Unit costs		
WAIO (US$/t)	**18.56**	18.19

Key drivers of Iron Ore's financial results

Price overview

Iron ore benchmark prices averaged around US$100/dmt in the second half of FY2025, similar to the first half. The price was supported by steady seaborne iron ore demand and relatively weak iron ore supply from the major seaborne exporters in the March quarter. Chinese demand has been resilient, benefiting from solid infrastructure investment, healthy manufacturing particularly for sectors related to the energy transition, and strong steel exports. These factors offset continued weakness in the real estate sector. Iron ore demand in the rest of the world was mixed: Demand from developing Asian economies continued to grow along with new blast furnace capacity, while Developed Asia and European demand was impacted by planned blast furnace capacity retirements and maintenance in response to subdued steel demand.

Looking ahead, rising trade protectionism could weigh on global iron ore and steel demand in the near term. Seaborne supply is expected to be higher as production from existing supply basins normalises, and as new capacity comes onto the market including from Simandou.

Our estimate of cost support continues to sit in the US$80-100/t range on a 62% Fe CFR basis, formed by approximately 180 Mt of higher cost supply, mainly from Australian junior miners, Indian fines and some Chinese domestic mines. Over 60% of this supply sits above the US$90/t mark for cost support. Export volumes of price-sensitive Indian fines continued to drop significantly over the second half of FY2025. As the market turns more competitive, some additional high-cost suppliers may leave the market in the coming years.

We maintain our view that China's steel production is likely to maintain its plateau around the 1 Bt level until the late 2020s. However, Chinese pig iron production is expected to decline over this period with more scrap used in steelmaking. In the long run, seaborne iron ore trade is likely to undergo steady diversification as demand grows in other developing regions. On the supply side, traditional suppliers may need to weigh future investment to sustain production in the face of grade decline and resource depletion.

Production

Total Iron Ore production increased by 1 per cent to a record 263 Mt.

WAIO delivered another full year production record of 257 Mt (290 Mt on a 100 per cent basis) and record shipments. This strong performance reflects supply chain excellence with record productive movement, in addition to improved rail cycle times, and enhanced car dumper and ship loader performance unlocked by the Port Debottlenecking Project 1 (PDP1). South Flank exceeded nameplate capacity of 80 Mt (100 per cent basis) in its first year following ramp up, contributing to record Ore for Rail (OFR) volumes from the Central Pilbara hub (South Flank and Mining Area C). The record production was delivered despite the impact of Tropical Cyclone Zelia and Tropical Storm Sean in Q3, and the planned increase in tie-in activity of the multi-year Rail Technology Programme (RTP1).

Samarco production increased by 34 per cent to 6.4 Mt (BHP share), following the ramp up of the second concentrator.

Financial results

Total Iron Ore revenue decreased by US$5.0 billion to US$22.9 billion in FY2025, primarily due to lower average realised prices.

Underlying EBITDA for Iron Ore decreased by US$4.5 billion to US$14.4 billion primarily due to lower average realised prices, net of price-linked costs, of US$4.3 billion. Lower net freight recoveries and an increase in closed sites rehabilitation provision of US$0.2 billion was offset by favourable foreign exchange rate impacts of US$0.2 billion.

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Outlook

WAIO production is expected to be between 251 and 262 Mt (284 and 296 Mt on a 100 per cent basis) in FY2026, incorporating the planned rebuild of Car Dumper 3 in HY2026 and the ongoing tie-in activities for RTP1.

WAIO unit costs in FY2026 are expected to be between US$18.25 and US$19.75 per tonne (based on an exchange rate of AUD/USD 0.65).

Samarco production is expected to be between 7.0 and 7.5 Mt (BHP share) in FY2026 with the second concentrator now online, somewhat offset by planned maintenance expected during the financial year.

The comparison for the year ended 30 June 2024 to 30 June 2023 has been omitted from this annual report on Form 20-F and can be found in our annual report on Form 20-F for the fiscal year ended 30 June 2024, filed on 30 August 2024.

12.3 Coal

Detailed below is financial and operating information for our Coal assets comparing FY2025 to FY2024.

Year ended 30 June US$M	2025	2024
Revenue	**5,046**	7,666
Underlying EBITDA	**573**	2,290
Net operating assets	**6,357**	6,472
Capital expenditure	**525**	646
Underlying ROCE	**(1%)**	19%
Total steelmaking coal production (Mt)	**18**	22
Total energy coal production (Mt)	**15**	15
Average realised prices		
Steelmaking coal (US$/t)	**193.82**	266.06
Hard coking coal (HCC) (US$/t)	**193.82**	273.03
Weak coking coal (WCC) (US$/t)	**–**	205.54
Energy coal (US$/t)	**107.80**	121.52
Unit costs		
BMA (US$/t)	**127.50**	119.54

Key drivers of Coal's financial results

Price overview

Steelmaking coal prices declined in second half of FY2025 as seaborne demand weakness more than offset ongoing seaborne supply disruptions in Australia.

Indian pig iron production growth remained strong. Lower demand from Developed Asia and Europe, and higher domestic coal production in China weighed on global seaborne steelmaking coal demand. Weak steel margins outside China also prompted steel mills to reduce their blend of premium coals.

In the near term, the recovery of Australian supply is likely to continue. Chinese policy toward domestic coal supply remains a key uncertainty for global steelmaking coal markets, with Chinese coking coal prices increasing since July owing to market expectations for supply intervention.

Over the longer term, we expect that higher quality steelmaking coals, such as those produced by our BMA assets, will be valued for their role in reducing the greenhouse gas emission intensity of blast furnaces. In addition, robust hard coking coal imports from developing countries such as India, will lead to growing and resilient demand for decades to come. With the major seaborne supply region of Queensland not being conducive to long-life capital investment owing to the current royalty regime, the scarcity value of higher quality steelmaking coals may also increase over time.

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Production

Steelmaking coal

BMA production decreased by 19 per cent to 18 Mt due to the divestment of Blackwater and Daunia mines in FY2024. Excluding the divestment, production increased 5 per cent underpinned by improved truck productivity that led to increased production across all open cut mines.

Energy coal

NSWEC production decreased by 2 per cent to 15 Mt due to increased wet weather impacting truck productivity, as well as a higher proportion of washed coal and reduced truck availability in Q1, partially offset by a drawdown of inventory.

Financial results

Coal revenue decreased by US$2.6 billion to US$5.0 billion in FY2025 mainly due to lower average realised prices and the divestment of Blackwater and Daunia in FY2024.

Underlying EBITDA for Coal decreased by US$1.7 billion to US$0.6 billion. Price impacts, net of price-linked costs, decreased Underlying EBITDA by US$1.1 billion and the divestment of Blackwater and Daunia in FY2024 reduced EBITDA by US$0.4 billion.

Controllable cash costs increased by US$0.3 billion primarily due to inventory drawdowns to offset the impact of Broadmeadow geotechnical characteristics and significant wet weather. Favourable foreign exchange rate impacts of US$0.1 billion were offset by higher Inflation of US$0.1 billion.

Outlook

BMA production is expected to be between 18 and 20 Mt (36 and 40 Mt on a 100 per cent basis) in FY2026, weighted to the second half.

BMA unit costs in FY2026 are expected to be between US$116 and US$128 per tonne (based on an exchange rate of AUD/USD 0.65).

NSWEC production is expected to be between 14 and 16 Mt in FY2026.

The comparison for the year ended 30 June 2024 to 30 June 2023 has been omitted from this annual report on Form 20-F and can be found in our annual report on Form 20-F for the fiscal year ended 30 June 2024, filed on 30 August 2024.

12.4 Other assets

Detailed below is an analysis of Other assets' financial and operating performance comparing FY2025 to FY2024.

Western Australia Nickel

Key drivers of Western Australia Nickel's financial results

Price overview

The nickel market remained in surplus in the second half of FY2025, with prices trending generally lower across the period. While demand for electric vehicles in China has grown strongly, sales penetration in OECD countries has been below expectations. The share of non-nickel battery chemistries has also risen, weighing on near-term nickel demand growth.

These trends are expected to continue in the near term, suggesting that the market will remain in surplus. Indonesian supply continues to grow strongly, though Indonesian government policy remains a key factor for future growth.

Production

Western Australia Nickel (WAN) production decreased by 63 per cent to 30 kt, as operations transitioned into temporary suspension in December 2024.

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Financial results

WAN revenue decreased by US$0.7 billion to US$0.8 billion in FY2025, as operations transitioned into temporary suspension in December 2024.

WAN recorded an Underlying EBITDA loss of US$0.6 billion in FY2025, including care and maintenance program of works, compared to a loss of US$0.3 billion in FY2024.

Outlook

As previously announced, BHP intends to review the decision to temporarily suspend WAN by February 2027. As part of this review, BHP is assessing the potential divestment of the WAN assets. Any decision to divest will be subject to an assessment against other options, including continuing temporary suspension, restart or closure.

Potash

Potash recorded an Underlying EBITDA loss of US$284 million in FY2025, compared to a loss of US$255 million in FY2024.

Jansen Stage 1 is 68 per cent complete with estimated date of first production under review, which may revert to the original schedule of mid-CY2027.

Price overview

Potash prices moved higher during the second half of FY2025 on strong demand, particularly from India and Southeast Asia, reports of maintenance at Russian and Belarusian mines, and disruptions in Laos. In FY2026, we expect the potash market to come closer to balance as demand adjusts to current market conditions.

In the medium term, potash demand is expected to continue to benefit from a rising and wealthier population and changing diets, while additional supply from traditional and emerging basins is also expected to be added to the market over this period.

Longer term, we believe that potash stands to benefit from the intersection of several global megatrends: rising population, changing diets and the need for more sustainable and efficient use of arable land for agriculture. These attractive long-term demand fundamentals combined with Jansen's expected position in the industry as one of the lowest cost producers once it has ramped up will cement the role of potash within BHP's portfolio over the long term.

The comparison for the year ended 30 June 2024 to 30 June 2023 has been omitted from this annual report on Form 20-F and can be found in our annual report on Form 20-F for the fiscal year ended 30 June 2024, filed on 30 August 2024.

12.5 Impact of changes to commodity prices

The prices we obtain for our products are a key driver of value for BHP. Fluctuations in these commodity prices affect our results, including cash flows and asset values. The estimated impact of changes in commodity prices in FY2025 on our key financial measures is set out below.

	Impact on profit after taxation (US$M)	Impact on Underlying EBITDA (US$M)
US¢1/lb on copper price	29	42
US$1/t on iron ore price	162	232
US$1/t on steelmaking coal price	8	11
US$1/t on energy coal price	9	14

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13. Non-IFRS financial information

We use various non-IFRS financial information to reflect our underlying financial performance.

Non-IFRS financial information is not defined or specified under the requirements of IFRS, however is derived from the Group's Consolidated Financial Statements prepared in accordance with IFRS. The non-IFRS financial information and the below reconciliations included in this document are unaudited. The non-IFRS financial information presented is consistent with how management reviews the financial performance of the Group with the Board and the investment community.

Sections 13.1 and 13.2 outline why we believe non-IFRS financial information is useful and the calculation methodology. We believe non-IFRS financial information provides useful information, however it should not be considered as an indication of, or as a substitute for, statutory measures as an indicator of actual operating performance (such as profit or net operating cash flow) or any other measure of financial performance or position presented in accordance with IFRS, or as a measure of a company's profitability, liquidity or financial position.

The following tables provide reconciliations between non-IFRS financial information and their nearest respective IFRS measure.

Exceptional items

To improve the comparability of underlying financial performance between reporting periods, some of our non-IFRS financial information adjusts the relevant IFRS measures for exceptional items.

>For more information on exceptional items refer to Financial Statements note 3 'Exceptional items'

Exceptional items are those gains or losses where their nature, including the expected frequency of the events giving rise to them, and impact is considered material to the Group's Consolidated Financial Statements. The exceptional items included within the Group's profit for the financial years are detailed below.

Year ended 30 June	**2025 US$M**	2024 US$M	2023 US$M
Revenue	–	–	–
Other income	–	877	–
Expenses excluding net finance costs, depreciation, amortisation and impairments	**(621)**	(139)	(103)
Depreciation and amortisation	–	–	–
Impairments of property, plant and equipment and intangibles net of reversals	**90**	(3,800)	–
Profit/(loss) from equity accounted investments, related impairments and expenses	**(245)**	(3,032)	215
Profit/(loss) from operations	**(776)**	(6,094)	112
Financial expenses	**(458)**	(506)	(452)
Financial income	–	–	–
Net finance costs	**(458)**	(506)	(452)
Profit/(loss) before taxation	**(1,234)**	(6,600)	(340)
Income tax (expense)/benefit	**96**	837	(266)
Royalty-related taxation (net of income tax benefit)	–	–	–
Total taxation (expense)/benefit	**96**	837	(266)
Profit/(loss) after taxation	**(1,138)**	(5,763)	(606)
Total exceptional items attributable to non-controlling interests	–	–	(107)
Total exceptional items attributable to BHP shareholders	**(1,138)**	(5,763)	(499)
Exceptional items attributable to BHP shareholders per share (US cents)	**(22.4)**	(113.7)	(9.8)
Weighted basic average number of shares (million)	**5,073**	5,068	5,064

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Non-IFRS financial information derived from Consolidated Income Statement

Underlying attributable profit

Year ended 30 June	2025 US$M	2024 US$M	2023 US$M
Profit after taxation attributable to BHP shareholders	**9,019**	7,897	12,921
Total exceptional items attributable to BHP shareholders[1]	**1,138**	5,763	499
Underlying attributable profit	**10,157**	13,660	13,420

1. For more information refer to Financial Statements note 3 ‘Exceptional items’.

Underlying basic earnings per share

Year ended 30 June	2025 US cents	2024 US cents	2023 US cents
Basic earnings per ordinary share	**177.8**	155.8	255.2
Exceptional items attributable to BHP shareholders per share[1]	**22.4**	113.7	9.8
Underlying basic earnings per ordinary share	**200.2**	269.5	265.0

1. For more information refer to Financial Statements note 3 ‘Exceptional items’.

Underlying EBITDA

Year ended 30 June	2025 US$M	2024 US$M	2023 US$M
Profit from operations	**19,464**	17,537	22,932
Exceptional items included in profit from operations[1]	**776**	6,094	(112)
Underlying EBIT	**20,240**	23,631	22,820
Depreciation and amortisation expense	**5,540**	5,295	5,061
Impairments of property, plant and equipment and intangibles net of reversals	**108**	3,890	75
Exceptional items included in depreciation, amortisation and impairments[1]	**90**	(3,800)	–
Underlying EBITDA	**25,978**	29,016	27,956

1. For more information refer to Financial Statements note 3 ‘Exceptional items’.

Underlying EBITDA – Segment

Year ended 30 June 2025 US$M	Copper	Iron Ore	Coal	Group and unallocated items/ eliminations[2]	Total Group
Profit from operations	**9,956**	**11,826**	**(33)**	**(2,285)**	**19,464**
Exceptional items included in profit from operations[1]	–	**321**	–	**455**	**776**
Depreciation and amortisation expense	**2,351**	**2,098**	**602**	**489**	**5,540**
Impairments of property, plant and equipment and intangibles net of reversals	**19**	**151**	**4**	**(66)**	**108**
Exceptional items included in depreciation, amortisation and impairments[1]	–	–	–	**90**	**90**
Underlying EBITDA	**12,326**	**14,396**	**573**	**(1,317)**	**25,978**

Year ended 30 June 2024 US$M	Copper	Iron Ore	Coal	Group and unallocated items/ eliminations[2]	Total Group
Profit from operations	6,524	13,759	2,557	(5,303)	17,537
Exceptional items included in profit from operations[1]	–	3,066	(880)	3,908	6,094
Depreciation and amortisation expense	2,023	2,027	611	634	5,295
Impairments of property, plant and equipment and intangibles net of reversals	17	61	2	3,810	3,890
Exceptional items included in depreciation, amortisation and impairments[1]	–	–	–	(3,800)	(3,800)
Underlying EBITDA	8,564	18,913	2,290	(751)	29,016

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Year ended 30 June 2023 US$M	Copper	Iron Ore	Coal	Group and unallocated items/ eliminations[2]	Total Group
Profit from operations	4,810	14,847	4,295	(1,020)	22,932
Exceptional items included in profit from operations[1]	–	(176)	–	64	(112)
Depreciation and amortisation expense	1,810	1,993	697	561	5,061
Impairments of property, plant and equipment and intangibles net of reversals	33	28	6	8	75
Underlying EBITDA	6,653	16,692	4,998	(387)	27,956

1. For more information refer to Financial Statements note 3 ‘Exceptional items’.

2. Group and unallocated items includes functions, other unallocated operations, including Potash, Western Australia Nickel, legacy assets and consolidation adjustments.

Year ended 30 June 2025 US$M	**Profit from operations**	**Exceptional items included in profit from operations[1]**	**Depreciation and amortisation**	**Impairments net of reversals**	**Exceptional items included in depreciation, amortisation and impairments[1]**	**Underlying EBITDA**
Potash	**(286)**	–	**2**	–	–	**(284)**
Western Australia Nickel	**(909)**	**320**	–	**(90)**	**90**	**(589)**
Other[2]	**(1,090)**	**135**	**487**	**24**	–	**(444)**
Total	**(2,285)**	**455**	**489**	**(66)**	**90**	**(1,317)**

Year ended 30 June 2024 US$M	Profit from operations	Exceptional items included in profit from operations[1]	Depreciation and amortisation	Impairments net of reversals	Exceptional items included in depreciation, amortisation and impairments[1]	Underlying EBITDA
Potash	(257)	–	2	–	–	(255)
Western Australia Nickel	(4,174)	3,800	72	3,800	(3,800)	(302)
Other[2]	(872)	108	560	10	–	(194)
Total	(5,303)	3,908	634	3,810	(3,800)	(751)

Year ended 30 June 2023 US$M	Profit from operations	Exceptional items included in profit from operations[1]	Depreciation and amortisation	Impairments net of reversals	Exceptional items included in depreciation, amortisation and impairments[1]	Underlying EBITDA
Potash	(207)	–	2	–	–	(205)
Western Australia Nickel	55	–	105	2	–	162
Other[2]	(868)	64	454	6	–	(344)
Total	(1,020)	64	561	8	–	(387)

1. For more information refer to Financial Statements note 3 ‘Exceptional items’.

2. Other includes functions, other unallocated operations, legacy assets and consolidation adjustments.

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Underlying EBITDA margin

Year ended 30 June 2025 **US$M**	**Copper**	**Iron Ore**	**Coal**	**Group and unallocated items/ eliminations[1]**	**Total Group**
Revenue – Group production	**20,685**	**22,891**	**5,046**	**530**	**49,152**
Revenue – Third-party products	**1,845**	**28**	**–**	**237**	**2,110**
Revenue	**22,530**	**22,919**	**5,046**	**767**	**51,262**
Underlying EBITDA – Group production	**12,235**	**14,392**	**573**	**(1,341)**	**25,859**
Underlying EBITDA – Third-party products	**91**	**4**	**–**	**24**	**119**
Underlying EBITDA[2]	**12,326**	**14,396**	**573**	**(1,317)**	**25,978**
Segment contribution to the Group's Underlying EBITDA[3]	**45%**	**53%**	**2%**		**100%**
Underlying EBITDA margin[4]	**59%**	**63%**	**11%**		**53%**

Year ended 30 June 2024 US$M	Copper	Iron Ore	Coal	Group and unallocated items/ eliminations[1]	Total Group
Revenue – Group production	16,545	27,927	7,666	1,470	53,608
Revenue – Third-party products	2,021	25	–	4	2,050
Revenue	18,566	27,952	7,666	1,474	55,658
Underlying EBITDA – Group production	8,490	18,916	2,290	(753)	28,943
Underlying EBITDA – Third-party products	74	(3)	–	2	73
Underlying EBITDA[2]	8,564	18,913	2,290	(751)	29,016
Segment contribution to the Group's Underlying EBITDA[3]	29%	64%	7%		100%
Underlying EBITDA margin[4]	51%	68%	30%		54%

Year ended 30 June 2023 US$M	Copper	Iron Ore	Coal	Group and unallocated items/ eliminations[1]	Total Group
Revenue – Group production	14,164	24,791	10,958	2,009	51,922
Revenue – Third-party products	1,863	21	–	11	1,895
Revenue	16,027	24,812	10,958	2,020	53,817
Underlying EBITDA – Group production	6,635	16,693	4,998	(387)	27,939
Underlying EBITDA – Third-party products	18	(1)	–	–	17
Underlying EBITDA[2]	6,653	16,692	4,998	(387)	27,956
Segment contribution to the Group's Underlying EBITDA[3]	23%	59%	18%		100%
Underlying EBITDA margin[4]	47%	67%	46%		54%

1. Group and unallocated items includes functions, other unallocated operations, including Potash, Western Australia Nickel, legacy assets and consolidation adjustments.

2. We differentiate sales of our production (which may include third-party product feed) from direct sales of third-party products to better measure our operational profitability as a percentage of revenue. We may buy and sell third-party products to ensure a steady supply of product to our customers where there is occasional production variability or shortfalls from our assets.

3. Percentage contribution to Group Underlying EBITDA, excluding Group and unallocated items.

4. Underlying EBITDA margin excludes third-party products.

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Effective tax rate

Year ended 30 June	2025 Profit before taxation US$M	2025 Income tax expense US$M	2025 %	2024 Profit before taxation US$M	2024 Income tax expense US$M	2024 %	2023 Profit before taxation US$M	2023 Income tax expense US$M	2023 %
Statutory effective tax rate	**18,353**	**(7,210)**	**39.3**	16,048	(6,447)	40.2	21,401	(7,077)	33.1
Adjusted for:									
Exchange rate movements	**–**	**21**		–	(79)		–	94	
Exceptional items[1]	**1,234**	**(96)**		6,600	(837)		340	266	
Adjusted effective tax rate	**19,587**	**(7,285)**	**37.2**	22,648	(7,363)	32.5	21,741	(6,717)	30.9

1. For more information refer to Financial Statements note 3 ‘Exceptional items’.

Non-IFRS financial information derived from Consolidated Cash Flow Statement

Capital and exploration expenditure

Year ended 30 June	2025 US$M	2024 US$M	2023 US$M
Capital expenditure (purchases of property, plant and equipment)	**9,398**	8,816	6,733
Add: Exploration and evaluation expenditure	**396**	457	350
Capital and exploration expenditure (cash basis)	**9,794**	9,273	7,083

Free cash flow

Year ended 30 June	2025 US$M	2024 US$M	2023 US$M
Net operating cash flows	**18,692**	20,665	18,701
Net investing cash flows	**(13,350)**	(8,762)	(13,065)
Free cash flow	**5,342**	11,903	5,636

Non-IFRS financial information derived from Consolidated Balance Sheet

Net debt and gearing ratio

Year ended 30 June	2025 US$M	2024 US$M	2023 US$M
Interest bearing liabilities – Current	**2,018**	2,084	7,173
Interest bearing liabilities – Non-current	**22,478**	18,634	15,172
Total interest bearing liabilities	**24,496**	20,718	22,345
Comprising:			
Borrowing	**21,543**	17,602	19,326
Lease liabilities	**2,953**	3,116	3,019
Less: Lease liability associated with index-linked freight contracts	**333**	511	287
Less: Cash and cash equivalents	**11,894**	12,501	12,428
Less: Net debt management related instruments[1]	**(595)**	(1,395)	(1,572)
Less: Net cash management related instruments[2]	**(60)**	(19)	36
Less: Total derivatives included in net debt	**(655)**	(1,414)	(1,536)
Net debt	**12,924**	9,120	11,166
Net assets	**52,218**	49,120	48,530
Gearing	**19.8%**	15.7%	18.7%

1. Represents the net cross currency and interest rate swaps included within current and non-current other financial assets and liabilities.

2. Represents the net forward exchange contracts related to cash management included within current and non-current other financial assets and liabilities.

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Net debt waterfall

Year ended 30 June	2025 US$M	2024 US$M
Net debt at the beginning of the period	**(9,120)**	(11,166)
Net operating cash flows	**18,692**	20,665
Net investing cash flows	**(13,350)**	(8,762)
Net financing cash flows	**(5,971)**	(11,669)
Net (decrease)/increase in cash and cash equivalents	**(629)**	234
Carrying value of interest bearing liability net (proceeds)/repayments	**(2,454)**	2,236
Carrying value of debt related instruments settlements	**147**	321
Carrying value of cash management related instruments proceeds	**(195)**	(361)
Fair value change on hedged loans	**(263)**	214
Fair value change on hedging derivatives	**290**	(188)
Foreign currency exchange rate changes on cash and cash equivalents	**24**	(159)
Lease additions (excluding leases associated with index-linked freight contracts)	**(547)**	(429)
Divestment of subsidiaries and operations	**–**	60
Other	**(177)**	118
Non-cash movements	**(673)**	(384)
Net debt at the end of the period	**(12,924)**	(9,120)

Net operating assets

The following table reconciles Net operating assets for the Group to Net assets on the Consolidated Balance Sheet.

Year ended 30 June	2025 US$M	2024 US$M
Net assets	**52,218**	49,120
Less: Non-operating assets		
Cash and cash equivalents	**(11,894)**	(12,501)
Trade and other receivables[1]	**(17)**	(306)
Other financial assets[2]	**(1,251)**	(1,398)
Current tax assets	**(545)**	(314)
Deferred tax assets	**(78)**	(67)
Add: Non-operating liabilities		
Trade and other payables[3]	**332**	297
Interest bearing liabilities	**24,496**	20,718
Other financial liabilities[4]	**1,117**	1,558
Current tax payable	**900**	884
Non-current tax payable	**3**	40
Deferred tax liabilities	**3,506**	3,332
Net operating assets	**68,787**	61,363
Net operating assets		
Copper	**40,884**	36,368
Iron Ore	**15,252**	13,812
Coal	**6,357**	6,472
Group and unallocated items[5]	**6,294**	4,711
Total	**68,787**	61,363

1. Represents external finance receivable, accrued interest receivable and receivables related to divestment of subsidiaries and operations included within other receivables.
2. Represents cross currency and interest rate swaps, forward exchange contracts related to cash management, investment in shares, other investments, deferred receivable from divestment of subsidiaries and operations and associated receivables contingent on outcome of future events relating to realised commodity prices.
3. Represents accrued interest payable included within other payables.
4. Represents cross currency and interest rate swaps and forward exchange contracts related to cash management.
5. Group and unallocated items includes functions, other unallocated operations, including Potash, Western Australia Nickel, legacy assets and consolidation adjustments.

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Other non-IFRS financial information

Principal factors that affect Revenue, Profit from operations and Underlying EBITDA

The following table describes the impact of the principal factors that affected Revenue, Profit from operations and Underlying EBITDA for FY2025 and relates them back to our Consolidated Income Statement.

>For information on the method of calculation of the principal factors that affect Revenue, Profit from operations and Underlying EBITDA refer to OFR 13.2

	Revenue US$M	Total expenses, other income and profit/ (loss) from equity accounted investments US$M	Profit from operations US$M	Depreciation, amortisation and impairments and exceptional items US$M	Underlying EBITDA US$M
Year ended 30 June 2024					
Revenue	**55,658**				
Other income		**1,285**			
Expenses excluding net finance costs		**(36,750)**			
(Loss)/profit from equity accounted investments, related impairments and expenses		**(2,656)**			
Total other income, expenses excluding net finance costs and (loss)/profit from equity accounted investments, related impairments and expenses		**(38,121)**			
Profit from operations			**17,537**		
Depreciation, amortisation and impairments[1]				**9,185**	
Exceptional item included in Depreciation, amortisation and impairments				**(3,800)**	
Exceptional items				**6,094**	
Underlying EBITDA					**29,016**
Change in sales prices	(4,580)	–	**(4,580)**	–	**(4,580)**
Price-linked costs	–	875	**875**	–	**875**
Net price impact	(4,580)	875	**(3,705)**	–	**(3,705)**
Change in volumes	2,540	(325)	**2,215**	–	**2,215**
Operating cash costs	–	(893)	**(893)**	–	**(893)**
Exploration and business development	–	(60)	**(60)**	–	**(60)**
Change in controllable cash costs[2]	–	(953)	**(953)**	–	**(953)**
Exchange rates	–	354	**354**	–	**354**
Inflation on costs	–	(538)	**(538)**	–	**(538)**
Fuel, energy and consumable price movements	–	148	**148**	–	**148**
Non-cash	–	392	**392**	–	**392**
One-off items	–	–	**–**	–	**–**
Change in other costs	–	356	**356**	–	**356**
Asset sales	–	(40)	**(40)**	–	**(40)**
Ceased and sold operations	(1,944)	1,222	**(722)**	–	**(722)**
New and acquired operations	–	–	**–**	–	**–**
Other	(412)	223	**(189)**	–	**(189)**
Depreciation, amortisation and impairments	–	(353)	**(353)**	**353**	**–**
Exceptional items	–	5,318	**5,318**	**(5,318)**	**–**
Year ended 30 June 2025					
Revenue	**51,262**				
Other income		**368**			
Expenses excluding net finance costs		**(32,319)**			
Profit/(loss) from equity accounted investments, related impairments and expenses		**153**			
Total other income, expenses excluding net finance costs and profit/(loss) from equity accounted investments, related impairments and expenses		**(31,798)**			
Profit from operations			**19,464**		
Depreciation, amortisation and impairments[1]				**5,648**	
Exceptional item included in Depreciation, amortisation and impairments				**90**	
Exceptional items				**776**	
Underlying EBITDA					**25,978**

1. Depreciation and impairments that we classify as exceptional items are excluded from depreciation, amortisation and impairments. Depreciation, amortisation and impairments includes non-exceptional impairments of US$198 million (FY2024: US$90 million).

2. Collectively, we refer to the change in operating cash costs and change in exploration and business development as Change in controllable cash costs. Operating cash costs by definition do not include non-cash costs. The change in operating cash costs also excludes the impact of exchange rates and inflation, changes in fuel, energy costs and consumable costs, changes in exploration and evaluation and business development costs and one-off items. These items are excluded so as to provide a consistent measurement of changes in costs across all segments, based on the factors that are within the control and responsibility of the segment.

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Underlying return on capital employed (ROCE)

Year ended 30 June	**2025 US$M**	2024 US$M	2023 US$M
Profit after taxation	**11,143**	9,601	14,324
Exceptional items[1]	**1,138**	5,763	606
Subtotal	**12,281**	15,364	14,930
Adjusted for:			
Net finance costs	**1,111**	1,489	1,531
Exceptional items included within net finance costs[1]	**(458)**	(506)	(452)
Income tax expense on net finance costs	**(224)**	(303)	(342)
Profit after taxation excluding net finance costs and exceptional items	**12,710**	16,044	15,667
Net assets at the beginning of the period	**49,120**	48,530	48,766
Net debt at the beginning of the period	**9,120**	11,166	333
Capital employed at the beginning of the period	**58,240**	59,696	49,099
Net assets at the end of the period	**52,218**	49,120	48,530
Net debt at the end of the period	**12,924**	9,120	11,166
Capital employed at the end of the period	**65,142**	58,240	59,696
Average capital employed	**61,691**	58,968	54,398
Underlying return on capital employed	**20.6%**	27.2%	28.8%

1. For more information refer to Financial Statements note 3 ‘Exceptional items’.

Underlying return on capital employed (ROCE) by segment

Year ended 30 June 2025 US$M	**Copper**	**Iron Ore**	**Coal**	**Group and unallocated items/ eliminations[1]**	**Total Group**
Profit after taxation excluding net finance costs and exceptional items	**5,750**	**8,541**	**(42)**	**(1,539)**	**12,710**
Average capital employed	**33,906**	**13,408**	**6,590**	**7,787**	**61,691**
Underlying return on capital employed	**17%**	**64%**	**(1%)**	**–**	**20.6%**

Year ended 30 June 2024 US$M	Copper	Iron Ore	Coal	Group and unallocated items/ eliminations[1]	Total Group
Profit after taxation excluding net finance costs and exceptional items	4,099	11,877	1,254	(1,186)	16,044
Average capital employed	31,205	14,259	6,529	6,975	58,968
Underlying return on capital employed	13%	83%	19%	–	27.2%

1. Group and unallocated items includes functions, other unallocated operations including Potash, Western Australia Nickel (comprising Nickel West and West Musgrave, both transitioned into temporary suspension in December 2024), legacy assets and consolidation adjustments.

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Underlying return on capital employed (ROCE) by asset

Year ended 30 June 2025 US$M	Western Australia Iron Ore	Escondida	Antamina	Pampa Norte	Copper South Australia	BHP Mitsubishi Alliance	Western Australia Nickel[1]	Potash[2]	New South Wales Energy Coal[3]	Other	Total Group
Profit after taxation excluding net finance costs and exceptional items	**8,579**	**4,144**	**505**	**469**	**846**	**67**	**(684)**	**(331)**	**76**	**(961)**	**12,710**
Average capital employed	**19,890**	**11,213**	**1,513**	**4,353**	**15,282**	**6,564**	**(11)**	**7,324**	**(50)**	**(4,387)**	**61,691**
Underlying return on capital employed	**43%**	**37%**	**33%**	**11%**	**6%**	**1%**	**–**	**–**	**–**	**–**	**20.6%**

Year ended 30 June 2024 US$M	Western Australia Iron Ore	Escondida	Antamina	Pampa Norte	Copper South Australia	BHP Mitsubishi Alliance	Western Australia Nickel[1]	Potash[2]	New South Wales Energy Coal[3]	Other	Total Group
Profit after taxation excluding net finance costs and exceptional items	11,939	2,912	440	296	671	1,038	(369)	(265)	277	(895)	16,044
Average capital employed	19,732	10,677	1,404	4,224	14,578	6,731	1,269	5,303	(364)	(4,586)	58,968
Underlying return on capital employed	61%	27%	31%	7%	5%	15%	–	–	–	–	27.2%

1. Western Australia Nickel ROCE has not been shown following transition into temporary suspension.
2. Potash ROCE has not been shown because it is distorted as the asset is non-producing and in its development phase.
3. NSWEC ROCE has not been shown as it is distorted by negative capital employed due to the rehabilitation provision being the primary balance remaining on Balance Sheet following previous impairments.

Unit costs

Unit costs do not include the re-allocation to assets in FY2024 and FY2025 of the costs associated with the employee entitlements and allowances review conducted in FY2023, which were reported in Group and Unallocated in that period.

The calculation of Escondida, Spence and Copper South Australia unit costs are set out in the table below.

	Escondida unit costs		Spence unit costs		Copper South Australia unit costs	
US$M	**FY2025**	FY2024	**FY2025**	FY2024	**FY2025**	FY2024
Revenue	**13,177**	10,013	**2,726**	2,271	**4,655**	4,085
Underlying EBITDA	**8,593**	5,759	**1,296**	961	**1,936**	1,568
Gross costs	**4,584**	4,254	**1,430**	1,310	**2,719**	2,517
Less: by-product credits	**754**	523	**134**	105	**1,682**	1,354
Less: freight	**224**	194	**51**	49	**28**	57
Less: government royalties	**124**	54	**–**	–	**166**	141
Less: re-allocation of costs associated with the employee entitlements and allowances review	**–**	–	**–**	–	**2**	14
Net costs	**3,482**	3,483	**1,245**	1,156	**841**	951
Sales (kt)	**1,324**	1,087	**273**	246	**324**	314
Sales (Mlb)	**2,918**	2,396	**602**	543	**713**	692
Cost per pound (US$)[1]	**1.19**	1.45	**2.07**	2.13	**1.18**	1.37

1. FY2025 based on average realised exchange rates of USD/CLP 951 (FY2024 USD/CLP 907) and on an average realised exchange rate of AUD/USD 0.65 (FY2024 AUD/USD 0.66).

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The calculation of WAIO unit costs is set out in the table below.

	WAIO unit costs	
US$M	**FY2025**	FY2024
Revenue	**22,767**	27,805
Underlying EBITDA	**14,394**	18,964
Gross costs	**8,373**	8,841
Less: freight	**2,004**	2,182
Less: government royalties	**1,612**	1,954
Less: re-allocation of costs associated with the employee entitlements and allowances review	**28**	48
Net costs	**4,729**	4,657
Sales (kt, equity share)	**254,813**	255,977
Cost per tonne (US$)[1]	**18.56**	18.19

1. FY2025 based on an average realised exchange rate of AUD/USD 0.65 (FY2024 AUD/USD 0.66).

The calculation of BMA unit costs is set out in the table below.

	BMA unit costs	
US$M	**FY2025**	FY2024
Revenue	**3,422**	5,873
Underlying EBITDA	**591**	1,914
Gross costs	**2,831**	3,959
Less: freight	**28**	29
Less: government royalties	**530**	1,260
Less: re-allocation of costs associated with the employee entitlements and allowances review	**1**	5
Net costs	**2,272**	2,665
Sales (kt, equity share)	**17,820**	22,294
Cost per tonne (US$)[1]	**127.50**	119.54

1. FY2025 based on an average realised exchange rate of AUD/USD 0.65 (FY2024 AUD/USD 0.66).

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13.1 Definition and calculation of non-IFRS financial information

Non-IFRS financial information	Reasons why we believe the non-IFRS financial information is useful	Calculation methodology
Underlying attributable profit	Allows the comparability of underlying financial performance by excluding the impacts of exceptional items and is also the basis on which our dividend payout ratio policy is applied.	Profit after taxation attributable to BHP shareholders excluding any exceptional items attributable to BHP shareholders.
Underlying basic earnings per share	On a per share basis, allows the comparability of underlying financial performance by excluding the impacts of exceptional items.	Underlying attributable profit divided by the weighted basic average number of shares.
Underlying EBITDA	Used to help assess current operational profitability excluding the impacts of sunk costs (i.e. depreciation from initial investment). Each is a measure that management uses internally to assess the performance of the Group's segments and make decisions on the allocation of resources.	Earnings before net finance costs, depreciation, amortisation and impairments, taxation expense, Discontinued operations and exceptional items. Underlying EBITDA includes BHP's share of profit/(loss) from investments accounted for using the equity method, including net finance costs, depreciation, amortisation and impairments and taxation expense/(benefit).
Underlying EBITDA margin		Underlying EBITDA excluding third-party product EBITDA, divided by revenue excluding third-party product revenue.
Underlying EBIT	Used to help assess current operational profitability excluding net finance costs and taxation expense (each of which are managed at the Group level) as well as Discontinued operations and any exceptional items.	Earnings before net finance costs, taxation expense, Discontinued operations and any exceptional items. Underlying EBIT includes BHP's share of profit/(loss) from investments accounted for using the equity method, including net finance costs and taxation expense/(benefit).
Profit from operations		Earnings before net finance costs, taxation expense and Discontinued operations. Profit from operations includes Revenue, Other income, Expenses excluding net finance costs and BHP's share of profit/(loss) from investments accounted for using the equity method, including net finance costs and taxation expense/(benefit).
Capital and exploration expenditure	Used as part of our Capital Allocation Framework to assess efficient deployment of capital. Represents the total outflows of our operational investing expenditure.	Purchases of property, plant and equipment and exploration and evaluation expenditure.
Free cash flow	It is a key measure used as part of our Capital Allocation Framework. Reflects our operational cash performance inclusive of investment expenditure, which helps to highlight how much cash was generated in the period to be available for the servicing of debt and distribution to shareholders.	Net operating cash flows less net investing cash flows.
Net debt	Net debt shows the position of gross debt less index-linked freight contracts offset by cash immediately available to pay debt if required and any associated derivative financial instruments. Liability associated with index-linked freight contracts, which are required to be remeasured to the prevailing freight index at each reporting date, are excluded from the net debt calculation due to the short-term volatility of the index they relate to not aligning with how the Group uses net debt for decision making in relation to the Capital Allocation Framework. Net debt includes the fair value of derivative financial instruments used to hedge cash and borrowings to reflect the Group's risk management strategy of reducing the volatility of net debt caused by fluctuations in foreign exchange and interest rates.	Interest bearing liabilities less liability associated with index-linked freight contracts less cash and cash equivalents less net cross currency and interest rate swaps less net cash management related instruments for the Group at the reporting date.
Gearing ratio	Net debt, along with the gearing ratio, is used to monitor the Group's capital management by relating net debt relative to equity from shareholders.	Ratio of Net debt to Net debt plus Net assets.
Net operating assets	Enables a clearer view of the assets deployed to generate earnings by highlighting the net operating assets of the business separate from the financing and tax balances. This measure helps provide an indicator of the underlying performance of our assets and enhances comparability between them.	Operating assets net of operating liabilities, including the carrying value of equity accounted investments and predominantly excludes cash balances, loans to associates, interest bearing liabilities, derivatives hedging our net debt, assets held for sale, liabilities directly associated with assets held for sale and tax balances.

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Non-IFRS financial information	Reasons why we believe the non-IFRS financial information is useful	Calculation methodology
Underlying return on capital employed (ROCE)	Indicator of the Group's capital efficiency and is provided on an underlying basis to allow comparability of underlying financial performance by excluding the impacts of exceptional items.	Profit after taxation excluding exceptional items and net finance costs (after taxation) divided by average capital employed. Profit after taxation excluding exceptional items and net finance costs (after taxation) is profit after taxation excluding exceptional items, net finance costs and the estimated taxation impact of net finance costs. These are annualised for a half year end reporting period. The estimated tax impact is calculated using a prima facie taxation rate on net finance costs (excluding any foreign exchange impact). Average capital employed is calculated as the average of net assets less net debt for the last two reporting periods.
Adjusted effective tax rate	Provides an underlying tax basis to allow comparability of underlying financial performance by excluding the impacts of exceptional items.	Total taxation expense/(benefit) excluding exceptional items and exchange rate movements included in taxation expense/(benefit) divided by Profit before taxation excluding exceptional items.
Unit costs	Used to assess the controllable financial performance of the Group's assets for each unit of production. Unit costs are adjusted for site specific non-controllable factors to enhance comparability between the Group's assets.	Ratio of net costs of the assets to the equity share of sales tonnage. Net costs is defined as revenue less Underlying EBITDA and excludes freight, re-allocation of the costs associated with the employee entitlements and allowance review in FY2023, and other costs, depending on the nature of each asset. Freight is excluded as the Group believes it provides a similar basis of comparison to our peer group. The re-allocation to assets in FY2024 and FY2025 of the costs associated with the employee entitlements and allowances review in FY2023 are excluded in asset unit costs as these costs were already recognised in Group and Unallocated in FY2023. Escondida, Spence and Copper South Australia unit costs exclude: • by-product credits being the favourable impact of by-products (such as gold or silver) to determine the directly attributable costs of copper production • government royalties, as these are costs that are not deemed to be under the Group's control and the Group believes exclusion provides a similar basis of comparison to our peer group WAIO and BMA unit costs exclude: • government royalties, as these are costs that are not deemed to be under the Group's control and the Group believes exclusion provides a similar basis of comparison to our peer group

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13.2 Definition and calculation of principal factors

The method of calculation of the principal factors that affect the period on period movements of Revenue, Profit from operations and Underlying EBITDA are as follows:

Principal factor	Method of calculation
Change in sales prices	Change in average realised price for each operation from the prior period to the current period, multiplied by current period sales volumes.
Price-linked costs	Change in price-linked costs (mainly royalties) for each operation from the prior period to the current period, multiplied by current period sales volumes.
Change in volumes	Change in sales volumes for each operation multiplied by the prior year average realised price less variable unit cost.
Controllable cash costs	Total of operating cash costs and exploration and business development costs.
Operating cash costs	Change in total costs, other than price-linked costs, exchange rates, inflation on costs, fuel, energy and consumable price movements, non-cash costs and one-off items as defined below for each operation from the prior period to the current period.
Exploration and evaluation and business development	Exploration and evaluation and business development expense in the current period minus exploration and business development expense in the prior period.
Exchange rates	Change in exchange rate multiplied by current period local currency revenue and expenses.
Inflation on costs	Change in inflation rate applied to expenses, other than depreciation and amortisation, price-linked costs, exploration and business development expenses, expenses in ceased and sold operations and expenses in new and acquired operations.
Fuel, energy and consumable price movements	Fuel and energy expense and price differences above inflation on consumables in the current period minus fuel and energy expense in the prior period.
Non-cash	Change in net impact of capitalisation and depletion of deferred stripping from the prior period to the current period.
One-off items	Change in costs exceeding a pre-determined threshold associated with an unexpected event that had not occurred in the last two years and is not reasonably likely to occur within the next two years.
Asset sales	Profit/(loss) on the sale of assets or operations in the current period minus profit/(loss) on sale of assets or operations in the prior period.
Ceased and sold operations	Underlying EBITDA for operations that ceased (including temporary suspension) or were sold in the current period minus Underlying EBITDA for operations that ceased (including temporary suspension) or were sold in the prior period.
New and acquired operations	Underlying EBITDA for operations that were acquired in the current period minus Underlying EBITDA for operations that were acquired in the prior period.
Share of profit/(loss) from equity accounted investments	Share of profit/(loss) from equity accounted investments for the current period minus share of profit/(loss) from equity accounted investments in the prior period.
Other	Variances not explained by the above factors.

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14. Other information

14.1 Company details

Refer to page i for further information.

14.2 Forward-looking statements

Refer to page i for further information.

This Report is made in accordance with a resolution of the Board.

Ross McEwan

Chair

Dated: 19 August 2025

Corporate Governance Statement

Contents:

1. Corporate governance at BHP
2. FY2025 corporate governance highlights
3. BHP's governance structure
4. Board composition and succession
5. Board Committees
6. Management
7. Shareholders and reporting
8. Culture and conduct
9. Risk management and assurance
10. US requirements

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1. Corporate governance at BHP

Good corporate governance underpins the way we conduct business.

This Corporate Governance Statement sets out the corporate governance framework currently in place for the Group, including the key policies and practices.

BHP was fully compliant with the Recommendations of the fourth edition of the ASX Corporate Governance Council's Corporate Governance Principles and Recommendations (ASX Fourth Edition) throughout FY2025. The ASX Fourth Edition is available at asx.com.au.

BHP is also subject to governance requirements from our London Stock Exchange (LSE) and New York Stock Exchange (NYSE) listings and our registration with the Securities and Exchange Commission (SEC) in the United States.

This Corporate Governance Statement is current as at 19 August 2025 and has been approved by the Board.

>More information on our corporate governance framework and practices is available at bhp.com/governance, which includes links to our Appendix 4G and each of the publicly available documents referenced in this Corporate Governance Statement

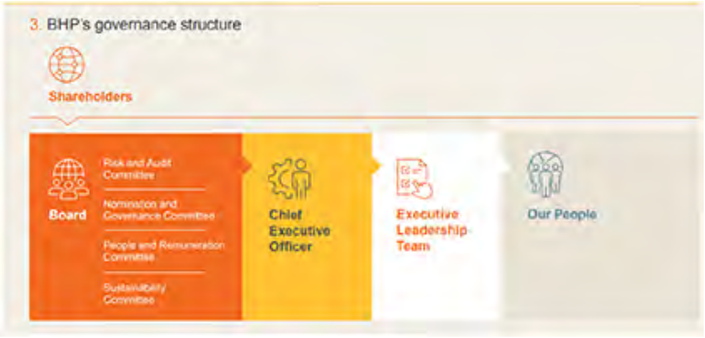
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2. FY2025 corporate governance highlights

	Our Code of Conduct The Board approved the refreshed *Our Code of Conduct* in FY2025**,** which was published in March 2025. *Our Code of Conduct* applies to everyone who works for BHP, with BHP or on BHP's behalf (including employees, directors and contractors). *Our Code of Conduct* was streamlined and updated in FY2025 to reflect changes to the external environment and our business context and to include a greater focus on values-driven decision-making in line with Our Values, which were refreshed in FY2024.
	BHP Chair transition A key activity during the year was the Chair succession and transition process. Ken MacKenzie retired as Chair and a Non-executive Director on 31 March 2025. Ross McEwan succeeded Ken MacKenzie as Chair of the Board and Chair of the Nomination and Governance Committee on 31 March 2025. The appointment of Ross McEwan as Chair followed a formal Chair succession process led by BHP Senior Independent Director, Gary Goldberg.
	Gender balance In April 2025, we achieved our aspirational goal to achieve gender balance within our employee workforce globally by CY2025, with women comprising 41.3 per cent of our global employee workforce. We define gender balance as a minimum 40 per cent women and 40 per cent men, in line with the definitions used by entities such as the International Labour Organization. The Board continues to be gender balanced.
	Site visits The Board visited key BHP sites during FY2025, including Copper South Australia, BMA, legacy assets and Resolution Copper, and attended customer site visits. The Board met with a broad range of stakeholders during these visits, including workforce, partners, community members and Indigenous and First Nations representatives.

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3. BHP's governance structure



Board

The Board has ultimate responsibility for overseeing BHP's governance. The role of the Board, as set out in the Board Governance Document, is to represent shareholders and promote and protect the interests of BHP in the short and long term.

The Board Governance Document outlines the Board's responsibilities and processes, including the matters specifically reserved for the Board, the authority delegated to the Chief Executive Officer (CEO) and the accountability of the CEO for that authority, and provides guidance on the management of the relationship between the Board and the CEO. The Board Governance Document is reviewed by the Board annually and was reviewed in FY2025.

The matters reserved for the Board as set out in the revised Board Governance Document include:

- appointing the CEO and determining the terms of the appointment
- approving the appointment of Executive Leadership Team (ELT) members and material changes to the organisational structure involving direct reports to the CEO
- succession planning for the CEO and direct reports to the CEO
- monitoring the performance of the CEO and the Group
- monitoring Board composition, processes and performance
- approving the Group's values, *Our Code of Conduct*, purpose and risk appetite
- establishing, approving and assessing measurable objectives for achieving gender diversity in the composition of the Board, senior executives and workforce generally and assessing the Group's progress in achieving those measurable objectives
- approving strategy, annual budgets, balance sheet management and funding strategy
- approving commitments, capital and non-capital items, acquisitions and divestments above specified thresholds
- approving the dividend policy and determining dividends
- approving significant social, community and sustainability policies, including those related to climate change and public sustainability goals and targets
- reviewing and monitoring the effectiveness of the Group's systems of principal and emerging financial and non-financial risk management and internal control, and making sure there is an appropriate risk management framework in place
- determining and adopting documents (including the publication of reports and statements to shareholders) that are required by BHP's Constitution, statute or by other external regulation
- determining and approving matters that are required by BHP's Constitution, statute or by other external regulation to be determined or approved by the Board

In Q4 FY2025, the Board approved a refreshed risk appetite statement that is effective from FY2026. This provides guidance to management on the level of risk we seek to take in pursuing our objectives.

>The Board Governance Document is available at bhp.com/governance

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Committees

The Board has established Committees to assist it in exercising its authority, including monitoring the performance of BHP, to gain assurance that progress is being made towards our purpose within the limits delegated by the Board. There are four standing Committees: the Nomination and Governance Committee, Risk and Audit Committee, Sustainability Committee and People and Remuneration Committee.

>Each Committee is delegated authority by the Board under its Charter. These Charters are available at bhp.com/governance

>For more information on each of the Committees refer to section 5

Chair

The Chair of the Board is responsible for leading the Board and ensuring it operates to high governance standards. In particular, the Chair facilitates constructive Board relations and the effective contribution of all Non-executive Directors.

Group Company Secretary

The Group Company Secretary is accountable to the Board and advises the Chair, the Board and individual Directors on all matters of governance process.

Chief Executive Officer

The CEO is accountable to the Board for the authority that is delegated to the CEO and for the performance of the Group. The CEO works in a constructive partnership with the Board and is required to report regularly to the Board on progress.

Access to management

The Board has extensive access to members of senior management who frequently attend Board and Committee meetings. Management makes presentations and engages in discussions with Directors, answers questions and provides input and perspective on their areas of responsibility. The Board also engages with members of management at site visits.

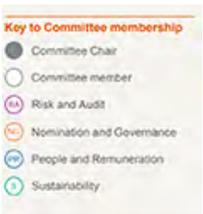
The Board also holds discussions in the absence of management as required.

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4. Board composition and succession

4.1 Board of Directors and Company Secretary

The Board currently has nine members. The Directors' qualifications, experience and special responsibilities are listed below.





Ross McEwan

Bachelor of Business

Appointment

Independent Non-executive Director since April 2024

Chair since 31 March 2025

NG

Skills and experience

Ross McEwan has over 30 years' global executive experience, including in the financial services industry, with deep expertise in capital allocation, risk management and value creation in complex regulatory environments.

Ross was Chief Executive Officer of National Australia Bank (from 2019 to April 2024) and Group Chief Executive Officer of the Royal Bank of Scotland (from 2013 to 2019). Prior to that, he held executive roles at Commonwealth Bank of Australia, First NZ Capital Securities and National Mutual Life Association of Australasia/AXA New Zealand. Ross has also been Lead Independent Director of Reece Limited (from October 2024 to June 2025) and a Non-executive Director of QinetiQ Group Plc (from March 2024 to July 2025).

Ross brings a strong focus on people and culture, technology and innovation and has extensive experience in value creation, capital allocation and delivering operational excellence. He has worked closely with a wide range of stakeholders, including customers, governments and regulators and brings a global perspective on critical strategic issues. He has a deep understanding of organisational transformation and technology as a driver of change.

Current appointments

Ross is currently a Non-executive Director of Ruminant Biotech Corp Limited (since June 2021).

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Mike Henry

Bachelor of Science (Chemistry)

Appointment

Non-independent Director since January 2020

Chief Executive Officer since 1 January 2020

Skills and experience

Mike Henry has over 30 years' experience in the global mining and petroleum industry, spanning operational, commercial, safety, technology and marketing roles.

Mike joined BHP in 2003 and has been a member of the Executive Leadership Team since 2011. Prior to joining BHP, Mike worked in the resources industry in Canada, Japan and Australia.

Mike brings deep operational and market knowledge across a range of commodities and a strategic approach to resource and skills development to implement BHP's strategy and future growth options that will support global economic growth and decarbonisation. He is focused on creating a safe, high-performance culture, enabled by an inclusive workplace in which people are empowered at every level through the BHP Operating System.

Mike is committed to building strong relationships with governments, Indigenous partners, community stakeholders and business partners to ensure BHP's activities deliver mutual benefit to these stakeholders while driving strong value for shareholders. Mike brings a disciplined approach to the Board's considerations of capital allocation in assets, technology, commodities and risk management.



Xiaoqun Clever-Steg

Diploma in Computer Science and International Marketing, MBA

Appointment

Independent Non-executive Director since October 2020

RA

Skills and experience

Xiaoqun Clever-Steg has over 20 years' experience in technology with a focus on software engineering, data and AI, cybersecurity and digitalisation.

Xiaoqun was formerly Chief Technology Officer of Ringier AG and ProSiebenSat.1 Media SE, Chief Operating Officer of Technology and Innovation at SAP and President of SAP Labs China.

Xiaoqun brings significant expertise in the development, selection and implementation of business transforming technology, innovation and assessment of opportunities and risks in digital disruption. She has knowledge and relationships across the technology and innovation start-up sector across Europe, Asia and North America and brings depth to the Board's review of managing cybersecurity risks as well as assessment of opportunities to invest in proven and emerging technologies in the discovery of new mineral deposits, safer and more cost-effective processing, and technologies to reduce GHG emissions and support the energy transition.

Current appointments

Xiaoqun is a Non-executive Director of Amadeus IT Group SA (since June 2020), a Non-executive Director of Straumann Group (since April 2024) and on the Supervisory Board of Infineon Technologies AG (since February 2020).

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Gary Goldberg

Bachelor of Science (Mining Engineering), MBA

Appointment

Independent Non-executive Director since February 2020

Senior Independent Director since 21 December 2020

S NG

Skills and experience

Gary Goldberg has over 40 years' global executive experience, including deep experience in mining, strategy, risk, commodity value chain, capital allocation discipline and public policy.

Gary was the Chief Executive Officer of Newmont Corporation (from 2013 to 2019) and prior to that, President and Chief Executive Officer of Rio Tinto Minerals. Gary has also been a non-executive Director of Port Waratah Coal Services Limited and Rio Tinto Zimbabwe, and served as Vice Chair of the World Gold Council, Treasurer of the International Council on Mining and Metals, Co-Chair of the World Economic Forum Mining and Metals Industry community, and Chair of the National Mining Association in the United States.

Gary is recognised for his leadership in bringing the mining industry together to raise standards in safety and environmental performance in conjunction with community and government partnerships in America and around the world. He has management experience in implementing strategies focused on safety, decarbonisation and transformational investment for commodities with long-dated cycles, along with his contribution to policy development in environmental management globally.

Current appointments

Gary is a Director of Imperial Oil Limited (since May 2023).



Michelle Hinchliffe

Bachelor of Commerce, FCA, ACA

Appointment

Independent Non-executive Director since March 2022

RA NG

Skills and experience

Michelle Hinchliffe has over 20 years' experience as a partner in KPMG's financial services division.

Michelle was formerly a partner of KPMG and held a number of roles, including as the UK Chair of Audit, a member of the KPMG UK Executive Committee, and led KPMG's financial services practice in Australia and was a member of the KPMG Australia Board.

Michelle has expertise and experience in understanding the complexities of multi-national firms operating in multiple reporting and regulatory frameworks across Europe, the Americas, Asia and Africa. Her financial expertise and audit experience across a range of industries and businesses, including in Australia, bring insights to the Board on BHP's assessment of risk, returns and its long-term capital plan to create financial strength and support BHP's future growth.

Current appointments

Michelle is a Non-executive Director of Santander UK plc and Santander UK Group Holdings Plc (since June 2023) and Macquarie Group Limited and Macquarie Bank Limited (since March 2022).

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Don Lindsay

Bachelor of Science (Hons), MBA

Appointment

Independent Non-executive Director since May 2024

RA S

Skills and experience

Don Lindsay has more than 40 years' global experience, including in mining and resource development, financial markets, transformational leadership, growth and value creation.

Don was the President and Chief Executive Officer of Teck Resources Limited (from 2005 to 2022) and prior to that, worked for almost 20 years with CIBC World Markets Inc., where he served as President, Head of Investment and Corporate Banking and Head of the Asia Pacific Region. Don also served as Chair of the Board of Governors for Mining and Metals for the World Economic Forum, Chair of the Business Council of Canada, Chair of the International Council on Mining and Metals and Chair of the Invictus Games Vancouver-Whistler 2025 (from November 2022 to July 2025).

Don brings extensive experience in global resource development as well as sustainability, community health, safety and global education and business forums. His technical and management experience across a range of commodities and mining jurisdictions brings a unique understanding of prospective resources, cost of development and operations, and the assessment of opportunities to strengthen the portfolio of world-class assets.

Current appointments

Don is Chair of the Board of Manulife Financial Corporation (since February 2023).



Christine O'Reilly

Bachelor of Business

Appointment

Independent Non-executive Director since October 2020

PR RA NG

Skills and experience

Christine O'Reilly has over 30 years' experience in the financial and infrastructure sectors, with deep financial and public policy expertise and experience in large-scale capital projects and transformational strategy.

Christine was the Chief Executive Officer of the GasNet Australia Group and Co-Head of Unlisted Infrastructure Investments at Colonial First State Global Asset Management, following an early career in investment banking and audit at Price Waterhouse. Christine has also served as a Non-executive Director of Stockland Limited (from August 2018 to October 2024), Medibank Private Limited (from March 2014 to November 2021), Transurban Group (from April 2012 to October 2020), CSL Limited (from February 2011 to October 2020) and Energy Australia Holdings Limited (from September 2012 to August 2018).

Christine has a deep understanding of financial drivers of the businesses and experience in capital allocation discipline across sectors that have long-dated paybacks for shareholders and stakeholders. Her insights into cost efficiency and cash flow as well as the impact of policy on innovation, investment and project development are key inputs for the Board.

Current appointments

Christine is currently Chair of Australia Pacific Airports Corporation (since October 2024), a Non-executive Director of Australia and New Zealand Banking Group (since November 2021) and a Non-executive Director (since November 2023) and Deputy Chair of Infrastructure Victoria (since March 2024).

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Catherine Tanna

Bachelor of Laws, Honorary Doctor of Business

Appointment

Independent Non-executive Director since April 2022

Skills and experience

Catherine Tanna has more than 30 years' experience in the resources, oil and gas, power generation and retailing sectors.

Catherine was formerly Managing Director of Energy Australia between 2014 and 2021. Prior to this, she held senior executive roles with Shell and BG Group with responsibility for international operations across Africa, North Asia, Russia, North America, Latin America and Australia. Catherine was also a member of the Board of the Reserve Bank of Australia (from 2011 to 2021), the Advisory Board of Fujitsu Australia (from February 2022 to April 2025) and a Director of the Business Council of Australia (from 2016 to 2021).

Catherine has a track record in leading cultural change and sponsoring gender equity, diversity and inclusion across business and more broadly. She brings an understanding of and contribution to complex regulatory and policy environments. Catherine's experience in seeking to align customer and community expectations, particularly Indigenous communities, with those of the enterprise and regulators, provides unique insight and input to the Board.

Current appointments

Catherine is a Non-executive Director at Bechtel Corporation (since May 2023), Chair of Bechtel Australia (since December 2023) and Senior Advisor at McKinsey & Company Inc (since April 2022).



Dion Weisler

Bachelor of Applied Science (Computing), Honorary Doctor of Laws

Appointment

Independent Non-executive Director since June 2020

Skills and experience

Dion Weisler has extensive global executive experience, including transformation and commercial experience in the global information technology sector, with a focus on capital discipline and stakeholder engagement.

Dion was formerly a Director and the President and Chief Executive Officer of HP Inc. (from 2015 to 2019) and continued as a Director and Senior Executive Adviser (until May 2020). He previously held senior executive roles at Lenovo Group Limited, was General Manager Conferencing and Collaboration at Telstra Corporation and held various positions at Acer Inc., including as Managing Director, Acer UK.

Dion brings experience in transforming megatrends into opportunities and growth and valuable insight on the power of innovation, technology and data. His experience also demonstrates insights into strategy development in the global energy transition, where safety, decarbonisation and stakeholder management are critical.

Current appointments

Dion is a Non-executive Director of Intel Corporation (since June 2020), Qantas Airways Limited (since March 2025) and Thermo Fisher Scientific Inc. (since March 2017).

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Stefanie Wilkinson

Bachelor of Arts, Bachelor of Laws (Hons), LLM, FGIA

Appointment

Group Company Secretary since March 2021

Skills and experience

Stefanie Wilkinson was appointed Group Company Secretary effective March 2021 and Group General Counsel effective 2 April 2024. Prior to joining BHP, Stefanie was a Partner at Herbert Smith Freehills (now Herbert Smith Freehills Kramer), a firm she was with for 15 years, specialising in corporate law and governance for listed companies. Earlier in her career, Stefanie was a solicitor at Allen & Overy in the Middle East. Stefanie is a fellow of the Governance Institute of Australia.

4.2 Director independence

The Board is committed to ensuring that a majority of Directors are independent.

The Board has adopted a policy that it uses to determine the independence of its Directors.

>The Policy on the Independence of Directors is available at bhp.com/governance

Determination of Director independence

The Board confirms that it considers all current Non-executive Directors, including the Chair, to be independent of management and free of any interest, position or relationship that might influence, or reasonably be perceived to influence, in a material respect their capacity to bring an independent judgement to bear on issues before the Board and to act in the best interests of BHP as a whole rather than in the interests of an individual security holder or other party.

A determination of independence is carried out upon a Director's appointment and re-election, annually, and when any new interests, positions or relationships are disclosed by a Director. Some Directors hold or have previously held positions in companies that BHP has commercial relationships with. The Board has assessed the relationships between BHP and the companies in which Directors hold or held positions and has concluded that the relationships do not interfere with the Directors' capacity to bring an independent judgement to bear on issues before the Board, or their ability to act in the best interests of BHP as a whole.

Dion Weisler was appointed Non-executive Director of Qantas Airways Limited in March 2025. Qantas provides BHP with air travel services including for workers at BHP's Minerals Australia operations. Dion does not have any active role in the provision of services by Qantas to BHP. Catherine Tanna was appointed Non-executive Director at Bechtel Corporation and Chair of Bechtel Australia in 2023. Bechtel supplies BHP with engineering and other services at BHP assets in Minerals Australia and Minerals America. Catherine does not have any active role in the provision of services by Bechtel to BHP. The Board has assessed each of the relationships separately and, is satisfied that Dion and Catherine continue to bring an independent judgement to bear on issues before the Board and to act in the best interests of BHP as a whole rather than the interests of an individual security holder or other party.

Conflicts of interest

In accordance with Australian law, if a situation arises for consideration where a Director has a material personal interest, the affected Director takes no part in decision-making unless approval is provided by the non-interested Directors. Provisions for Directors' interests are set out in the Constitution of BHP Group Limited.

4.3 Board appointments and succession planning

Board succession planning

The Board adopts a structured and rigorous approach to Board succession planning to facilitate the orderly replacement of current Directors and guard against the consequences of unforeseen departures and oversees the development of a diverse pipeline. This process is continuous, with the aim of allowing the Board to determine an appropriate balance on the Board between experience and fresh perspectives, and the Board continues to be fit for purpose.

Before the Board formally appoints a person or puts a person forward for election, the Board, with the assistance of external consultants, will conduct appropriate background and reference checks as to that person's character, experience, education and criminal and bankruptcy history.

The Board has adopted a letter of appointment that contains the terms on which Non-executive Directors will be appointed, including the basis upon which they will be indemnified by the Group. The letter of appointment defines the role of Directors, including the expectations in terms of independence, participation, time commitment and continuous improvement. Written agreements are in place for all Non-executive Directors.

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Chair transition

Ken MacKenzie retired from the Board on 31 March 2025, having been an independent Non-executive Director of BHP since September 2016 and the Chair of the Board since September 2017.

The Board elected Ross McEwan to succeed Ken MacKenzie as Chair of the Board and Ross was appointed as Chair on 31 March 2025. Ross has been a Non-executive Director of BHP since April 2024.

The appointment of Ross McEwan as Chair followed a formal Chair succession process led by BHP Senior Independent Director, Gary Goldberg.

The Group Chair succession planning process is the responsibility of the Board which makes all decisions on Chair succession, including the appointment of the Chair. The role of the Nomination and Governance Committee is to support the Board in its decision-making by periodically reviewing the Chair succession process and undertaking tasks or activities to prepare for a succession event, at the request of the Board.

4.4 Director induction, training and development

Upon appointment, each new Non-executive Director undertakes an induction program tailored to their needs. Non-executive Directors also undertake an induction program when they join a new Committee, which is tailored to the areas specific to that Committee's role and the Director's previous experience. The Chair also undertakes an induction program when they are appointed as Chair of the Board.

Following the induction program, Non-executive Directors participate in continuous improvement activities through a training and development program, which is overseen by the Nomination and Governance Committee to help Directors, individually and collectively, develop and maintain the skills and knowledge to assist them in performing their role effectively. The training and development program is periodically reviewed to maximise effectiveness and to tailor the program to the Directors' needs and the Board's areas of focus.

Throughout the year, the Chair discusses development areas with each Director. Board Committees review and agree their needs for more briefings. The benefit of this approach is that induction and learning opportunities can be tailored to Directors' Committee memberships, as well as the Board's specific areas of focus. This approach is also intended to ensure a coordinated process for succession planning, Board renewal, training and development and Committee composition. In turn, these processes are relevant to the Nomination and Governance Committee's role in identifying appropriate Non-executive Director candidates.

Examples of activities in the training and development program include:

- briefings, development sessions and deep dives to provide each Director with a deeper understanding of the activities, environment, key issues and direction of BHP assets, along with broader sustainability, climate-related, geopolitical and cybersecurity considerations
- training on crisis management
- site visits to provide insights into key issues at BHP's sites and to provide an opportunity for direct engagement with a cross-section of our workforce, community members, contractors, Indigenous and First Nations representatives and other stakeholders
- engagement with external experts to discuss views on current and emerging trends and risks (threats and opportunities)

4.5 Director skills, experience and attributes

Overarching statement of Board requirements

At BHP, we know inclusive and diverse teams are safer and more productive. This is because people in these teams are more willing to share ideas and collaborate with colleagues, and they make better decisions as a result. Our teams with a more balanced mix of women and men report more safety hazards, have lower unplanned absentee rates and achieve more planned work.

The BHP Board is no different and believes its members should comprise Directors with a broad range of skills and perspectives for the Board to:

- provide the breadth and depth of understanding necessary to effectively create long-term shareholder value
- protect and promote the interests of BHP and the creation of social value
- ensure the talent, capability and culture of BHP support the long-term delivery of our strategy

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Attributes and commitment to role

All Directors are expected to comply with *Our Code of Conduct,* act with integrity, lead by example and promote the desired culture.

The Board believes each Non-executive Director has demonstrated the attributes of sufficient time to undertake the responsibilities of the role, honesty and integrity, and a preparedness to question, challenge and critique throughout the year through their participation in Board meetings, and the other activities they have undertaken in their roles.

Skills matrix

The Board, supported by the Nomination and Governance Committee, reviews the skills and diversity represented by the Directors on the Board and determines whether the composition and mix of those skills remains appropriate to achieve BHP's purpose and strategy.

The Board maintains a skills matrix that identifies the skills and experience the Board needs for the next period of BHP's development, considering BHP's circumstances and the changing external environment.

The Board skills matrix identifies the future-facing skills the Board intends to build, acquire and retain over the medium term in anticipation of its needs as it pursues its strategy of securing growth options in future-facing commodities. The Board skills matrix not only indicates the skills and expertise the Board currently possesses but also provides an illustration of the new skills the Board intends to acquire. An external service provider is engaged to assess the skills and experience of the Directors on the Board for the purposes of the skills matrix. The provider objectively assesses the competency and experience of each Director. Where a Director is assessed as having a high level of experience or competency for a particular category, they are included in the skills matrix for that category.

The Board collectively possesses all the skills and experience set out in the skills matrix, and each Director satisfies the Board requirements and attributes discussed above.

Skills and attributes	Number of Directors
Mining Senior executive who has deep operating or technical mining experience with a large company operating in multiple countries; successfully optimised and led a suite of large, global, complex operating assets that have delivered consistent and sustaining levels of high performance (related to cost, returns and throughput); successfully led exploration projects with proven results and performance; delivered large capital projects that have been successful in terms of performance and returns; and a proven record in terms of health, safety and environmental performance and results.	3
Global experience Global experience gained from working, managing business units and residing in multiple geographies over an extended period of time, including a deep understanding of and experience with global markets, and the geopolitical and economic environment.	8
Strategy Senior executive who has had accountability for enterprise-wide strategy development and implementation in industries with long cycles and developing and leading business transformation strategies.	9
Commodity value chain and customers End-to-end value or commodity chain experience – understanding of consumers and customers, marketing demand drivers (including specific geographic markets) and other aspects of commodity chain development.	7
Financial acumen Extensive financial experience and the capability to evaluate financial statements and understand key financial drivers of the business, bringing a deep understanding of corporate finance and internal financial controls.	9
Operating risk Extensive experience with the development and oversight of complex frameworks focused on the identification, assessment and assurance of operational workplace health, safety, environment, climate and community risks.	8
Technology Recent experience and expertise with the development, selection and implementation of leading and business transforming technology and innovation and responding to digital disruption.	7
Capital allocation and cost efficiency Extensive direct experience gained through a senior executive role in capital allocation discipline, cost efficiency and cash flow, with proven long-term performance.	7
Social value, community and stakeholder engagement Extensive track record of positive external stakeholder engagement, including in relation to community issues and social responsibility. In-depth understanding of public policy, government relations and the intersection between value generation and corporate reputation.	6
Sustainability and decarbonisation transition Understanding of and experience with the identification and management of threats and opportunities related to sustainability and decarbonisation transition.	7
People and talent Extensive experience in talent and capability strategies, including for development, recruitment and retention, industrial relations, managing workforce transitions and upskilling workforce during periods of rapid change.	7

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4.6 Diversity

BHP has adopted an Inclusion and Diversity Position Statement, which sets out our diversity policy and our priorities to accelerate the delivery of a more inclusive work environment and to enhance overall workplace diversity.

> BHP's Inclusion and Diversity Position Statement is summarised in OFR 9.5 and available at bhp.com/careers/inclusion-diversity

In April 2025, we achieved our aspirational goal to achieve gender balance within our employee workforce globally by CY2025. We define gender balance as a minimum 40 per cent women and 40 per cent men, in line with the definitions used by entities such as the International Labour Organization.

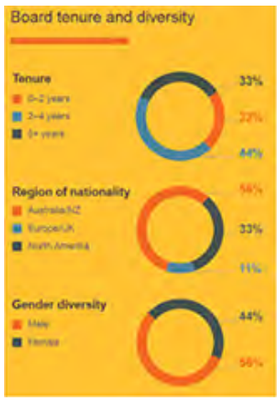
The Board is responsible for approving the measurable objectives for achieving diversity in the composition of the Board, senior executives and workforce generally and assessing the Group's progress in achieving those measurable objectives, which are set out below. The Nomination and Governance Committee reviews and makes recommendations to the Board on the diversity and measurable objectives for achieving diversity in the composition of the Board and reviews the progress in achieving those measurable objectives.

Measurable objective for FY2025	Progress in FY2025
Achieve gender-balanced representation for the employee workforce to 40 per cent by the end of FY2025	Achieved in April 2025. As at the end of FY2025, our employee workforce is gender balanced with 41.3 per cent women.
Maintain gender-balanced representation for the Board and senior executives (defined as ELT and direct reports to the ELT in grade 15 and above roles)	Our Board continued to be gender balanced in FY2025. Our senior executive ranks remain consistent and represent 41.3 per cent women in FY2025.

>For more information on our focus areas for diversity during FY2025 and the respective proportions of men and women on the Board, in senior executive positions and across the employee workforce refer to OFR 9.5

>More diversity data is available in the BHP ESG Standards and Databook 2025 available at bhp.com/ESGSD2025

The Board's composition reflects gender balance and a diversity of experience, education and geographic background.



As at 30 June 2025, 44 per cent of Directors are female and the BHP Board satisfies the target in the UK Listing Rules of having at least 40 per cent female Directors and the guidance of having at least 30 per cent of Directors of each gender in accordance with the ASX Fourth Edition. BHP also satisfies the UK Listing Rule target of having at least one Director from a minority ethnic background on the Board.

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BHP does not currently satisfy the UK Listing Rule target that at least one of the senior positions on the Board (which for BHP is the Chair, Chief Executive Officer and Senior Independent Director) is held by a woman. The UK Listing Rule target also includes the Chief Financial Officer in the category of a senior position on the Board. Vandita Pant was appointed as Chief Financial Officer in March 2024, but, in common with Australian listed company practice, the Chief Financial Officer is not a Director on the Board of BHP. As part of its succession planning, the Board reviews the skills and experience (including gender, age, personal strengths and social and ethnic backgrounds) represented by Directors on the Board and determines whether the composition and mix of those skills and diversity remains appropriate to achieve BHP's purpose and strategy.

The tables in Additional information 7 set out the information required under the UK Listing Rules on diversity as at 30 June 2025. The data presented in these tables was collected by requesting all members of the Board, ELT and Group Company Secretary self-report in questionnaires that include the tables prescribed by the UK Listing Rules.

4.7 Board evaluation

The Board is committed to transparency in assessing the performance of Directors. The Board conducts regular evaluations of its performance, the performance of its Committees, the Group Chair, Directors and the governance processes that support the Board's work.

The evaluation considers the balance of skills, experience, independence and knowledge of the Group on the Board, its diversity and culture, and the operation of governance processes.

In FY2025, an internal evaluation was conducted with the assistance of external service provider, Lintstock. An external Board evaluation is conducted approximately every three years and was last conducted in FY2023.

Review of individual Director performance

The Board has adopted a policy for all Non-executive Directors to seek re-election annually. The Board uses the results of Director performance evaluations in considering whether to nominate a Director for election or re-election by shareholders. In FY2025, an assessment was conducted of each Director's performance prior to their nomination for re-election with the assistance of external service provider, Lintstock. Lintstock does not have any other connection with the Group or individual Directors.

The assessment of Directors focused on the contribution of each Director to the work of the Board and its Committees, and the expectations of Directors as set out in BHP's governance framework. In addition, the assessment focused on how each Director contributes to Board cohesion and effective relationships with fellow Directors, commits the time required to fulfil their role and effectively performs their responsibilities. Directors were asked to comment on areas where their fellow Directors contribute the greatest value and potential areas for development.

Lintstock provided feedback it received to the Chair, which was then discussed with Directors. Feedback relating to the Chair was discussed with the Chair by the Senior Independent Director. As a result of these outcomes, the review supported the Board's decision to recommend each Director standing for re-election.

Committee assessments

Following an assessment of its work, each Committee concluded that it had met the requirements under its Charter in FY2025.

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5. Board Committees

The Board has four standing Committees and has delegated a number of duties to each Committee to assist the Board in exercising its responsibilities and discharging its duties. Each Committee's Charter sets out the Committee's roles and responsibilities. The Committee Charters are reviewed annually and each Committee reviewed their Charter in FY2025.

>The Charters are available at bhp.com/governance

BHP's Board and Committee governance structure facilitates a considered and integrated approach on key matters, for example:

- Climate change is a Board-level issue. The Board is responsible for the governance and oversight of climate change issues, including in relation to our strategic approach, risk management and public disclosures. The Board approves significant social, community and sustainability policies, including those related to climate change and public sustainability goals and targets, and oversees performance against our strategy, goals and targets. The Board is supported by each of its Committees:
  - The Nomination and Governance Committee reviews and makes recommendations to the Board on the Group's significant social, community and sustainability policies, including those related to climate change. The Committee also reviews and makes recommendations to the Board on the Group's public sustainability targets and goals.
  - The Risk and Audit Committee is responsible for assisting the Board in overseeing and reviewing emerging and principal risks facing the Group, including climate risks. The Risk and Audit Committee also reviews and recommends to the Board public financial disclosures regarding sustainability matters.
  - The Sustainability Committee reviews and advises the Board on the adequacy of the Group's governance and performance in relation to climate matters. The Committee also reviews and recommends to the Board disclosures regarding sustainability matters in the Annual Report and other public documents related to the Group's reporting on climate matters.
  - The People and Remuneration Committee is responsible for reviewing and recommending to the Board for approval of performance measures and performance outcomes against those performance measures for the ELT. In doing so, the Committee considers recommendations from the Sustainability Committee in relation to climate measures.
- Sexual harassment is a Board-level issue, supported by the Risk and Audit Committee on the risk and compliance aspects and the Sustainability Committee on the safety and operational aspects and security controls.
- Technology and cybersecurity risk (including artificial intelligence) are Board-level issues, supported by the Risk and Audit Committee, which reviews emerging and principal risks facing the Group, including cybersecurity risk, and the Sustainability Committee, which reviews the current and planned use of technology to improve safety.

The Board appoints the members and Chair of each Committee. Only independent Non-executive Directors can be Committee Chairs.

The members and key roles and responsibilities of each Committee are set out below.

>For Committee attendance and members during FY2025 refer to Directors' Report 2

5.1 Nomination and Governance Committee

Members

Ross McEwan (Chair from 31 March 2025), Ken MacKenzie (Chair until 31 March 2025), Gary Goldberg, Michelle Hinchliffe, Christine O'Reilly, Catherine Tanna

Key responsibilities/role and focus:

The role of the Nomination and Governance Committee is to support the Board in relation to governance and nomination matters.

The Committee oversees the Group's corporate governance framework and practices, succession planning and processes, Board and Director performance evaluation, Director training and development, and advises and makes recommendations to the Board on the Group's existing corporate governance policies, structures or practices.

The Committee also supports the Board with sustainability-related matters that encompass issues that affect the whole of the Group, including areas of strategy, risk and reporting, people and remuneration by reviewing and recommending to the Board for approval the Group's:

- significant social, community and sustainability policies, including those related to climate change, industry associations and charitable contributions
- public sustainability targets and goals

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5.2 Risk and Audit Committee

Members

Michelle Hinchliffe (Chair), Xiaoqun Clever-Steg, Don Lindsay, Ross McEwan (until 31 March 2025), Christine O'Reilly

Key responsibilities/role and focus:

The role of the Risk and Audit Committee is to support and advise the Board in relation to financial reporting, external and internal audit, capital management and risk management. The Committee also oversees and assists the Board in reviewing the emerging and principal risks facing the Group, including financial and non-financial risks that could threaten the Group's business model, future performance, solvency, liquidity or reputation.

US committee membership requirements

The Board is satisfied that Michelle Hinchliffe, who serves as Chair on the Risk and Audit Committee, meets the financial expert requirements under the US SEC and is independent under applicable NYSE rules. The Board is also satisfied that the Committee meets the independence criteria under Rule 10A-3 of the Exchange Act.

5.3 Sustainability Committee

Members

Catherine Tanna (Chair), Gary Goldberg, Don Lindsay, Dion Weisler

Key responsibilities/role and focus:

The role of the Sustainability Committee is to support and advise the Board on sustainability matters.

The Committee oversees the Group's health, safety, environment, climate and community performance, including implementation of the Group's strategy, policies and processes in relation to these matters.

The Committee also reviews and advises the Board on the adequacy of the Group's governance of health, safety, environment, climate and community matters, including consideration of emerging areas of risk related to the Group's operations and its engagement with customers, suppliers and communities, such as safety, water, biodiversity, security, cultural heritage and human rights.

5.4 People and Remuneration Committee

Members

Christine O'Reilly (Chair), Ross McEwan (until 31 March 2025), Catherine Tanna, Dion Weisler

Key responsibilities/role and focus:

The role of the People and Remuneration Committee is to support and advise the Board on people and remuneration matters.

The Committee oversees the Group's key strategies and policies relating to people, including for attraction, recruitment, motivation and retention, employee engagement, leadership and talent development, industrial relations and employee conduct, and monitors the effectiveness of the Group's people and culture strategy and its alignment with the Group's purpose and values.

The Committee oversees and monitors the remuneration framework and practices, including the adoption of incentive plans, levels of reward for the CEO and other ELT members and any major changes in employee benefits structures in the Group.

≥For information on BHP's remuneration practices and policies, including on hedging BHP shares and equity instruments, refer to the Remuneration Report

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6. Management

Below the level of the Board, key management decisions are made by the CEO, the ELT, management committees and members of management in accordance with their delegated authority.

6.1 Executive Leadership Team

	**Edgar Basto, Chief Operating Officer (BSc, Metallurgy)** Edgar Basto joined BHP in 1989 and was appointed Chief Operating Officer in October 2022. Edgar is responsible for Group Health, Safety and Security, the BHP Operating System (BOS) and global Performance and Improvement. Edgar's accountability also includes Copper South Australia and its long-term growth pathway. Edgar has previously held senior roles at BHP, including President Minerals Australia, Asset President of Western Australia Iron Ore and Asset President Escondida (Chile).
	**Caroline Cox, Chief Legal, Governance and External Affairs Officer (BA (Hons), MA, LLB, BCL)** Caroline Cox joined BHP in 2014 and was appointed Chief Legal, Governance and External Affairs Officer in November 2020. Caroline is responsible for Legal, Governance, Ethics and Investigations, Compliance and Human Rights, Global Corporate Affairs and Communications and Sustainability and Social Value. Caroline has previously held senior roles at BHP, including Vice President Legal, Group General Counsel, and Group General Counsel & Company Secretary. Prior to joining BHP, Caroline was a Partner at Herbert Smith Freehills (now Herbert Smith Freehills Kramer).
	**Brandon Craig, President Americas (BSc Engineering (Mechanical), MBL)** Brandon Craig joined BHP in 1999 and was appointed President of BHP Americas effective 1 March 2024. Brandon is responsible for BHP's copper operations in Chile, joint venture interests in the Americas and potash operations in Canada. Immediately prior to his appointment as President Americas, Brandon was Asset President for BHP's iron ore business in Western Australia. Brandon's expertise with BHP extends more than 20 years, holding various leadership roles spanning the fields of maintenance, marketing and human resources.
	**Vandita Pant, Chief Financial Officer (BCom (Hons), MBA)** Vandita Pant joined BHP in 2016 and was appointed Chief Financial Officer effective 1 March 2024. Vandita is responsible for overseeing the Group's Reporting, Tax, Treasury, Investor Relations, Financial Planning, Risk and Internal Audit teams. Vandita has previously held senior roles at BHP, including as Chief Commercial Officer from July 2019 to 29 February 2024, Group Treasurer and Head of Europe. Prior to joining BHP, Vandita had more than 20 years' experience in executive banking roles across India, Singapore, Japan and the United Kingdom. Vandita brings strong global financial market, commodity, strategy, capital allocation and business development experience to the role.
	**Catherine Raw, Chief Development Officer (MA (Cantab.), Natural Sciences, MSc, Mineral Project Appraisal, CFA)** Catherine Raw joined BHP on 29 April 2024 as Chief Development Officer. Catherine is responsible for global Group strategy, decision evaluation and capital planning, corporate business development, mergers and acquisitions and BHP Ventures. Prior to joining BHP, Catherine held senior roles in resources and finance industries, including at SSE Thermal (a business unit of SSE plc) as Managing Director, Barrick Gold Corporation as Chief Operating Officer for North America and as Chief Financial Officer, and BlackRock as Managing Director, Natural Resources Team.
	**Geraldine Slattery, President Australia (BSc, Physics, MSc, International Management)** Geraldine Slattery joined BHP in 1994 and was appointed President Australia in October 2022 with accountability for operational performance and growth projects across BHP's Australian operations in Western Australia, Queensland and New South Wales. Geraldine has previously held senior roles at BHP, including President Petroleum from 2019 to 2022 through the demerger of that business. Geraldine has over 30 years' experience with BHP across its global operations, with roles in engineering, operations, commercial and business leadership, including as Vice President Supply (Petroleum) and Asset President Conventional (Petroleum).
	**Ragnar Udd, Chief Commercial Officer (BAppSc (Mining Engineering), MEng, MBA)** Rag Udd joined BHP in 1997 and was appointed Chief Commercial Officer effective 1 March 2024. Rag has global accountability for Sales and Marketing, Procurement, Maritime, Group Business Services as well as developing BHP's views on global commodities markets and macro trends. Rag has over 25 years' experience in the global resources industry, including in Australia, Asia and North and South America. He has held senior roles at BHP in operations, logistics, projects and technology, including President Americas from November 2020 to February 2024 and Acting Chief Technology Officer and Asset President of BHP Mitsubishi Alliance.

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	**Johan van Jaarsveld, Chief Technical Officer (BEng (Chem), MCom, Applied Finance, PhD (Eng), Extractive Metallurgy)** Johan van Jaarsveld joined BHP in 2016 and was appointed Chief Technical Officer effective 1 March 2024. Johan is responsible for Technology, Digital, Minerals Exploration, Innovation, Value Engineering and the Centres of Excellence for Projects, Maintenance, Engineering and Resources as well as legacy assets. Johan has previously held senior executive roles at BHP, including Chief Development Officer from September 2020 to 29 April 2024. Prior to joining BHP, Johan held executive positions in resources and finance, including at Barrick Gold Corporation, Goldman Sachs and The Blackstone Group.
	**Jad Vodopija, Chief People Officer (BA, PGDip (Industrial Relations and Human Resource Management), MComm)** Jad Vodopija rejoined BHP in 2019 and was appointed Chief People Officer in July 2022. Jad is responsible for organisational strategy, talent and resource management, leadership development and workforce performance. Jad has previously held senior roles at BHP, including Vice President, Human Resources. Prior to rejoining BHP, Jad was Vice President Human Resources at Orica from 2016, before which she had built her career at BHP and earlier on at Ford Motor Company.

6.2 Senior management succession

A senior management succession process is conducted to support pipeline stability for critical roles. A talent deep dive is conducted by the Board at least once a year to evaluate these pipelines.

Senior management succession is viewed from a five-year perspective that considers the readiness of successors across time horizons, contexts and future capability demands. Select Board members are involved in the interview process for executive-level appointments one level below the CEO and occasionally for roles two levels below the CEO. Appropriate checks are undertaken before appointing a member of the ELT. BHP has a written agreement with each ELT member setting out the terms of their appointment.

6.3 Performance evaluation of executives

The performance of executives and other senior employees is reviewed on an annual basis. The annual performance review process considers the performance of executives against criteria designed to capture ‘what’ is achieved and ‘how’ it is achieved. All performance assessments of executives include how effective they have been in undertaking their role and what they have achieved against their specified key performance indicators.

A performance evaluation was conducted for all members of the ELT during FY2025. For the CEO, the performance evaluation was led by the Chair of the Board on behalf of all the Non-executive Directors and was discussed with the People and Remuneration Committee and considered by the Board.

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7. Shareholders and reporting

7.1 Shareholder and stakeholder engagement

BHP shareholder engagement practices

BHP engages regularly with our shareholders to understand their views and feedback and we have an investor relations program to provide avenues for effective and timely two-way communication with investors.

We encourage shareholders to make their views known to us. Shareholders can contact us at any time through our Investor Relations team, with contact details available at bhp.com/investors. In addition, shareholders can communicate with us and our registrar electronically.

Key activities in BHP's investor engagement program include:

- BHP's Annual General Meeting
- Release of BHP's Annual Report concurrently with annual results
- Release of BHP's half-year and full-year financial results
- Media and analyst calls with the CEO and CFO following the release of BHP's full-year and half-year financial results
- Quarterly production and operational updates via BHP's operational reviews
- Investor site tours at our assets and investor briefings on key topics
- Regular engagement with institutional shareholders, investor representative organisations, proxy advisers and retail shareholders.
- Responding to shareholder and debt investor queries
- Maintenance of the company's website at bhp.com/investors which contains our exchange announcements and media releases and information on our operations, governance policies, dividend distribution, debt investment and social value and sustainability initiatives

Shareholder engagement practices

	Direct engagement We engage directly with institutional shareholders and investor representative organisations around the world through regular calls, one-on-one meetings and group events, investor roadshows, investor site tours, presentations and attendance at investor conferences. We discuss strategy and governance with investors to enable our management, Board and Committees to regularly hear investor expectations, which can then be used to refine, develop and continuously improve the governance processes of BHP. We also engage directly with retail shareholders and their representatives.
	Webcasts and Q&A sessions We provide webcasts and Q&A sessions as forums to update shareholders on results or other key announcements and provide an opportunity for investors to ask questions about BHP, including our financial, operational and sustainability performance.
	Website All relevant corporate governance information, including our Annual Report, is available on our website at bhp.com. All ASX announcements are promptly posted to the website. BHP encourages direct contact from shareholders and our website has a 'Contact Us' form for contact with our Investor Relations team. Anyone who is interested in receiving news from BHP can subscribe to receive email news alerts at bhp.com/subscribe
	Chair and Non-executive Director investor meetings The Chair and Senior Independent Director regularly meet with investors to discuss Board priorities and seek shareholder feedback. The People and Remuneration Committee Chair also meets with investors and proxy advisors to discuss remuneration outcomes and our remuneration framework. The investor meetings provide the opportunity for the Chair and relevant Directors to receive direct feedback from investors about our strategy and governance arrangements and to discuss the Board's perspective.

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	Annual General Meeting We facilitate and encourage shareholder participation at our Annual General Meeting (AGM). The meeting provides an opportunity for all investors to hear about BHP's performance and to question and engage with the Board and vote on the resolutions. The External Auditor is also available to answer questions at the AGM. **>Information on our AGM is available at bhp.com/meetings** Before the AGM, shareholders are provided with all material information in BHP's possession relevant to their decision on whether to elect or re-elect a Director. Copies of the speeches delivered by the Chair and CEO at the AGM are released to the relevant stock exchanges and posted on our website. Proceedings at shareholder meetings are webcast live from our website. Resolutions at general meetings are decided by a poll rather than by a show of hands. A summary of proceedings and the outcome of voting on the items of business are released to the relevant stock exchanges and posted on our website as soon as they are available.

Stakeholder engagement

	Site visits Directors visit several of our sites and offices each year. These site visits provide an opportunity for Directors to engage directly with our workforce, partners, community members, Indigenous and First Nations representatives, customers and contractors. The objective of the site visits is to provide Directors with local context and to deepen their understanding of the Group's operations, culture, material risks and risk management processes, and other issues relevant to the specific site. Site visits in FY2025 included Copper South Australia (August 2024), BMA (October 2024), legacy assets and Resolution Copper (April 2025) and customer site visits (June 2025). The site visits also form an important part of the induction program for new Directors.
	Workforce Directors also have the opportunity to engage directly with a cross-section of our workforce at Board and Committee meetings, at Director briefing sessions and during visits to our sites and offices. These formal and informal engagements can help to give the Board further insights into our operations and projects and enable discussions with our workforce on matters such as BOS, culture, risk management and continuous improvement at our assets and offices. The engagements also give our people the opportunity to better understand the Board and to provide direct feedback to Directors on topics that are important to them.
	Communities and Indigenous engagement Directors have the opportunity to meet with Traditional Owners, Indigenous partners and community representatives during visits to our sites, at Director briefing sessions and at events hosted by the Board and Chair. In FY2024, we completed an inaugural assessment of the health of our relationships with a range of our Indigenous partners in Australia, Canada and Chile and reported the relationship health assessment results in our 2024 Annual Report. We plan to report every three years on the health of our relationships with Indigenous peoples, with the next report scheduled for FY2027. The Chair and CEO met with the First Nations Heritage Protection Alliance (FNHPA) in FY2025 to discuss key cultural heritage and Indigenous engagement focus areas and initiatives for BHP and FNHPA. During FY2025, we conducted community perception research across our operated assets to gauge community sentiment in the local communities, including Indigenous peoples, where we operate. The results of the research are included in the Community section at OFR 9.11.
	Customers We regularly meet with customers through direct engagements and via business and industry forums. We engage with customers to discuss the products they need to meet their specific requirements and help accelerate their sustainability goals and commitments. In June 2025, the Board participated in customer site visits. The site visits provided opportunities for the Board to discuss our business with customers.

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	Presentations and briefings Presentation materials for briefings and speeches related to financial results, strategy and other key topics are available for all stakeholders at bhp.com/investors/presentations-events. In FY2025, this included the Bank of America 2025 Metals Mining and Steel Conference, BMO Global Metals, Mining & Critical Minerals Conference and Chilean copper site tour.
	Events Various events are hosted throughout the year, such as retail shareholder events in Australia and the UK, the AGM, one-on-one meetings and receptions hosted by the Board and Chair to provide opportunities for the Board to engage with a range of partners and stakeholders, including government officials, community members, Traditional Owners and other Indigenous partners and non-government organisations.

Stakeholder engagement

The Board considers effective stakeholder engagement a key element of its governance and oversight role. Our strategy, 2030 goals, purpose and Risk Appetite Statements reflect the significance of external partners and stakeholders in decision-making.

There are multiple ways the views of partners and stakeholders, beyond shareholders, are brought to the Board and its Committees.

Examples of reports that are provided to the Board include Employee Perception Survey findings, gender pay gap reports and updates from the CEO and Chief People Officer. In addition, the Risk and Audit Committee and Sustainability Committee receive reports on engagement with regulators. The Risk and Audit Committee receives reports on material litigation and disputes with third parties and misconduct concerns raised through confidential reporting platforms. The Sustainability Committee receives updates on Community Perception Survey findings.

7.2 Market disclosure

BHP is committed to timely and balanced disclosure of market sensitive information.

BHP's Market Disclosure and Communications Policy sets out the processes designed to ensure compliance with BHP's relevant disclosure obligations and outlines the way in which information is communicated to shareholders, the investment community and the market. It outlines how we identify and distribute information to shareholders and market participants and sets out the role of the Disclosure Committee in managing compliance with market disclosure obligations. The Market Disclosure and Communications Policy was updated in FY2025 with effect from 1 October 2024. The Board receives copies of material market announcements promptly after they have been made.

Where BHP gives a new and substantive investor or analyst presentation, we release a copy of the presentation materials to the market ahead of the presentation.

>The Market Disclosure and Communications Policy is available at bhp.com/governance

In addition, we have disclosure controls in place for periodic disclosures, including our Operational Review, results announcements, debt investor documents (such as the prospectus for the Euro or Australian Medium-Term Notes) and Annual Report documents, which must comply with relevant regulatory requirements.

>More information about these verification processes can be found in the Disclosure Controls for Periodic Disclosure document available at bhp.com/governance

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8. Culture and conduct

Code of Conduct

We are committed to the highest level of governance and strive to foster a culture that values and rewards exemplary ethical standards, personal and corporate integrity and respect for others.

The Board, together with management, plays a critical role in setting and reinforcing the culture of the Group.

Our Code of Conduct is approved by the Board and is based on Our Values: Do what's right, Seek better ways and Make a difference. It applies to all our Directors, senior executives and employees. During FY2025, we reviewed and simplified *Our Code of Conduct* to make sure it remains relevant to the external environment and our business context. The Board approved *Our Code of Conduct* in December 2024 and it became effective in March 2025.

Our Code of Conduct includes our policies on speaking up and anti-bribery and corruption, sets out standards of behaviour for our people and is an important statement of the culture at BHP.

>For more information on our policies on speaking up and our commitment against corruption refer to OFR 9.7

>*Our Code of Conduct* is available at bhp.com/about/operating-ethically/our-code/

BHP's channels to raise misconduct concerns

We have mechanisms in place for anyone to raise a query about *Our Code of Conduct* or make a report if they feel *Our Code of Conduct* has been breached. BHP's reporting channels to raise misconduct concerns comprise an online portal and 24-hour multilingual call service. These channels are confidential and accessible to all employees, contractors and external partners and stakeholders, including members of the public, to raise concerns about misconduct that may be unethical, illegal or inconsistent with *Our Code of Conduct*. All misconduct concerns raised through our reporting channels are reviewed and categorised by the Ethics and Investigations team. Once categorised, reports are assigned in accordance with internal policy and processes to an investigator, line leader or appropriate team for resolution. All significant *Our Code of Conduct* matters and key trends from investigations are reported to the Risk and Audit Committee. These are then reported to the Board as part of its report-out process.

>For more information on ethics and business conduct refer to OFR 9.7

>More information on ethics and business conduct is available at bhp.com/ethics

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9. Risk management and assurance

9.1 Risk management governance structure

Risk governance

The Risk and Audit Committee (RAC) oversees and assists the Board in risk management and reviewing the emerging and principal risks facing the Group, including financial and non-financial risks that could threaten the Group's business model, future performance, solvency, liquidity or reputation. This includes business risk, financial reporting risk, insurance risk, tax risk, technology security and cyber risk, climate risk and ethical compliance programs. The Board requires the CEO to implement a system of control for identifying and managing risk. The Risk team is accountable for this system, known as BHP's Risk Framework, and also supports, challenges and verifies risk management activities to give assurance to management and the Board. The Directors, with support from the RAC, monitor and, at least annually, review the effectiveness of the Group's systems of risk management and internal control. In undertaking its review, the RAC makes a recommendation to the Board on whether the systems of risk management and internal control continue to be sound and whether the Group is operating with due regard to the risk appetite set by the Board.

>For more information about BHP's risks, including environmental and social risks, refer to OFR 7 and OFR 11

Internal audit

The Internal Audit team provides assurance to the Board, CEO and ELT on whether risk management, internal control and governance processes are adequate and functioning. The Internal Audit team is independent of the External Auditor. The RAC evaluates and, if thought fit, approves the Terms of Reference of the Internal Audit team, annual internal audit plan and the annual performance objectives for the Internal Audit team and monitors the effectiveness of the internal audit activities.

The RAC approves the appointment and dismissal of the Chief Audit Officer (which is currently the Chief Risk and Audit Officer) and assesses their performance, independence and objectivity. During FY2025, the Chief Risk and Audit Officer reported directly to the RAC and functional oversight of the Internal Audit team was provided by the Chief Financial Officer.

Effectiveness of systems of internal control and risk management

In delegating authority to the CEO, the Board has established CEO limits, outlined in the Board Governance Document. These limits require the CEO to ensure there is a system of control in place for identifying and managing risk in BHP. Through the RAC, the Directors regularly review these systems for their effectiveness. These reviews include assessing whether processes continue to meet evolving external governance requirements.

The RAC oversees and reviews the internal controls and risk management systems (including procedures, processes and systems for, among other things, financial controls, financial reporting, reporting of reserves and resources, closure and rehabilitation, legal and ethical compliance, preventing fraud and serious breaches of business conduct, speak-up procedures, information technology security and cyber risk). Any material breaches of *Our Code of Conduct*, including breaches of our anti-bribery and corruption requirements and any material incidents reported under our speak-up procedures, are reported quarterly to the RAC by the Chief Ethics, Compliance and Human Rights Officer. These reports are then communicated to the Board through the report-out process.

During FY2025, management presented an assessment of the material risks facing BHP and the effectiveness of the Group's systems of risk management. The reviews were overseen by the RAC, with findings and recommendations reported to the Board. In addition to considering key risks facing BHP, the Board assessed the effectiveness of internal controls over key risks identified through the work of the Board Committees.

Having carried out a review during FY2025, the Board is satisfied with the effectiveness of BHP's risk management and internal control systems.

Environmental and social risks

BHP's risk factors (including material exposure to environmental and social risks) and how we manage these risks are described in OFR 7 and OFR 11.

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9.2 External audit and financial reporting

Integrity of Financial Statements

The RAC assists the Board in assuring the integrity of the Financial Statements. The RAC evaluates and makes recommendations to the Board about the appropriateness of accounting policies and practices, areas of judgement, compliance with accounting standards, stock exchange and legal requirements and the results of the external audit.

CEO and CFO assurance

For the FY2025 full year and half year, the CEO and CFO have provided a declaration that in their opinion, BHP's financial records have been properly maintained and those Financial Statements comply with accounting standards and applicable regulatory requirements and give a true and fair view of the financial position and performance of BHP, and that the opinion was formed on the basis of a sound system of risk management and internal control, which is operating effectively. The RAC considered these declarations when recommending the Financial Statements to the Board for approval.

External Auditor

The RAC manages the relationship with the External Auditor on behalf of the Board. It considers the independence and reappointment of the External Auditor each year, as well as remuneration and other terms of engagement and makes a recommendation to the Board.

Evaluation of External Auditor and external audit process

The RAC evaluates the objectivity and independence of the External Auditor and the quality and effectiveness of the external audit arrangements, including through:

- reviewing the terms of engagement of the External Auditor
- considering the external audit plan, in particular to gain assurance that it is tailored to reflect changes in circumstances from the prior year and reviewing the plan during the audit engagement
- meeting with the audit partners, particularly the lead audit engagement partners, throughout the year and without management present
- discussing with the audit engagement partners the skills and experience of the broader audit team
- considering the quality of the External Auditor's performance following the completion of the audit

In addition, the RAC reviews the integrity, independence and objectivity of the External Auditor and assesses whether there is any element of the relationship that impairs or appears to impair the External Auditor's judgement or independence. The External Auditor also certifies its independence to the RAC.

Non-audit services

Although the External Auditor provides some non-audit services to the Group, the objectivity and independence of the External Auditor are safeguarded through restrictions on the provision of these services with some services prohibited from being undertaken.

Pre-approved services

The RAC has adopted a policy titled Provision of Audit and Other Services by the External Auditor covering the RAC's pre-approval policies and procedures to maintain the independence of the External Auditor.

The categories of 'pre-approved' services are:

- Audit services – work that constitutes the agreed scope of the statutory audit and includes the statutory audits of BHP and its entities (including interim reviews). The RAC monitors the audit services engagements and if necessary, approves any changes in terms and conditions resulting from changes in audit scope, Group structure or other relevant events.
- Audit-related and other assurance services – work that is outside the scope of the statutory audit but is consistent with the role of the external statutory auditor. This category includes work that is reasonably related to the performance of an audit or review and is a logical extension of the audit or review scope, is of an assurance or compliance nature and is work that the external auditors must or are best placed to undertake and is permissible under the relevant applicable standard.

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- Tax services – identification of public subsidies and tax incentives and support regarding tax inspections by tax authorities, but only when support from the external auditor or audit firm is required by law.

Activities outside the scope of the categories above are not 'pre-approved' and must be approved by the RAC prior to engagement, regardless of the dollar value involved. In addition, any engagement for other services with a value over US$250,000, even if listed as a 'pre-approved' service, requires the approval of the RAC.

All engagements for non-audit services, whether 'pre-approved' or not and regardless of the dollar value involved, are reported quarterly to the RAC. While not prohibited by BHP's policy, any proposed engagement of the External Auditor relating to internal control requires specific prior approval from the RAC. In addition, while the categories of 'pre-approved' services include a list of certain pre-approved services, the use of the External Auditor to perform these services will always be subject to our overriding governance practices as articulated in the policy.

In addition, the RAC did not approve any services during the year ended 30 June 2025 pursuant to paragraph (c)(7)(i)(C) of Rule 2-01 of SEC Regulation S-X (provision of services other than audit).

Fees paid to BHP's External Auditor during FY2025 for audit and other services were US$14.753 million, of which 74 per cent comprised audit fees (including in relation to Sarbanes-Oxley Act of 2002 (SOX) matters), 12 per cent for audit-related fees and 14 per cent for all other fees. No fees were paid in relation to tax services. For information on the fees paid refer to Financial Statements note 34 'Auditor's remuneration'.

>Our Provision of Audit and Other Services by the External Auditor policy is available at bhp.com/governance

Management's assessment of internal control over financial reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) and Rule 15d-15(f) under the Exchange Act).

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements and, even when determined to be effective, can only provide reasonable assurance with respect to financial statement preparation and presentation. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate.

Under the supervision and with the participation of our management, including our CEO and CFO, the effectiveness of BHP's internal control over financial reporting was evaluated based on the framework and criteria established in Internal Controls – Integrated Framework (2013), issued by the Committee of the Sponsoring Organizations of the Treadway Commission. Based on this evaluation, management concluded that internal control over financial reporting was effective as at 30 June 2025. There were no material weaknesses in BHP's internal controls over financial reporting identified by management as at 30 June 2025.

BHP has engaged independent registered public accounting firm, Ernst & Young, to issue an audit report on the effectiveness of our internal control over financial reporting for inclusion in the Annual Report on Form 20-F as filed with the SEC.

There were no changes in our internal control over financial reporting during FY2025 that materially affected or were reasonably likely to materially affect our internal control over financial reporting.

During FY2025, the RAC reviewed our compliance with the obligations imposed by SOX, including evaluating and documenting internal controls as required by section 404 of SOX.

Management's assessment of disclosure controls and procedures

Management, with the participation of our CEO and CFO, performed an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures as at 30 June 2025. Disclosure controls and procedures are designed to provide reasonable assurance that the material financial and non-financial information required to be disclosed by BHP, including in the reports it files or submits under the Exchange Act, is recorded, processed, summarised and reported on a timely basis. This information is accumulated and communicated to BHP's management, including our CEO and CFO, as appropriate, to allow timely decisions regarding required disclosure. Based on the evaluation, management (including the CEO and CFO) concluded that as at 30 June 2025, our disclosure controls and procedures are effective in providing that reasonable assurance.

There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives.

In the design and evaluation of our disclosure controls and procedures, management was required to apply its judgement in evaluating the cost-benefit relationship of possible controls and procedures.

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10. US requirements

BHP Group Limited is a registrant with the SEC in the United States. It is classified as a foreign private issuer and has American Depositary Shares listed on the New York Stock Exchange (NYSE).

We have reviewed the governance requirements applicable to foreign private issuers under SOX, including the rules promulgated by the SEC and the rules of the NYSE, and are satisfied that we comply with those requirements.

Under NYSE rules, foreign private issuers such as BHP are required to disclose any significant ways our corporate governance practices differ from those followed by US companies under the NYSE corporate governance standards. After a comparison of our corporate governance practices with the requirements of Section 303A of the NYSE Listed Company Manual followed by US companies, two significant differences were identified:

Rule 10A-3 of the Exchange Act requires NYSE-listed companies to ensure their audit committees are directly responsible for the appointment, compensation, retention and oversight of the work of the External Auditor unless the company's governing law or documents or other home country legal requirements require or permit shareholders to ultimately vote on or approve these matters. Under the terms of our Constitution, our shareholders are ultimately responsible for the appointment and retention of the External Auditor and are required to vote on the appointment of the External Auditor from time to time (as required under Australian law). The RAC remains directly responsible for the compensation and oversight of the work of the External Auditor.

Under Section 303A.08 of the NYSE Listed Company Manual, shareholders must be given the opportunity to vote on all equity-compensation plans and material revisions thereto, with certain exemptions. Under Australian law, BHP Group Limited is not required to provide for shareholder votes on all equity-compensation plans or revisions thereto. Shareholder approval is required for issues of shares to Directors and accordingly is sought only for certain incentive awards to the CEO. The Remuneration Report voted on by shareholders at the Annual General Meeting describes Board and executive remuneration. All incentive programs offered to the Board and/or Executives are intended to comply with our remuneration framework.

We have a Securities Dealing Policy and procedures that cover the purchase, sale and other dealings of our securities by Directors, senior management and employees that seek to promote compliance with applicable insider trading laws, rules and regulations. The Securities Dealing Policy was updated in FY2025 with effect from 1 October 2024.

>The Securities Dealing Policy is available at bhp.com/governance

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Directors' Report

The information presented by the Directors in this Directors' Report relates to BHP Group Limited and its subsidiaries. The Operating and Financial Review (OFR), the Remuneration Report and the 'Lead Auditor's Independence Declaration' are incorporated by reference into and form part of this Directors' Report.

1. Review of operations, principal activities and state of affairs

A review of the operations of BHP during FY2025, the results of those operations during FY2025, the expected results of those operations in future financial years and information on our financial position are set out in the OFR 1–7, 9 and 11. Information on the likely developments in BHP's operations in future years and the expected results of those operations also appears in that section.

Our principal activities, including significant changes in the nature of BHP's principal activities during FY2025 are outlined in OFR 1–4.

There were no significant changes in BHP's state of affairs that occurred during FY2025 and no significant post balance date events other than as disclosed in the OFR and Financial Statements note 33 'Subsequent events'.

No other matter or circumstance has arisen since the end of FY2025 that has significantly affected or is expected to significantly affect the operations, the results of operations or state of affairs of BHP in future years.

2. Directors

The Directors who served at any time during FY2025 or up until the date of this Directors' Report are listed in the Board and Board Committee attendance table below. Information on the current Directors, including their terms of service, qualifications, experience and special responsibilities, and directorships of other listed companies held in the last three years, is set out in the Corporate Governance Statement. This information is incorporated by reference into and forms part of this Directors' Report.

Director attendances at meetings

The Board meets as often as required. During FY2025, the Board met 14 times.

Members of the Executive Leadership Team and other members of senior management attend meetings of the Board by invitation.

Each Board Committee provides a standing invitation for any Non-executive Director to attend Committee meetings (rather than just limiting attendance to Committee members). Committee agendas and papers are provided to all Directors concerning matters to be considered. The table below excludes the attendance of Directors at Committee meetings where they were not a Committee member.

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Board and Board Committee attendance in FY2025

	Board		Risk and Audit Committee		Nomination and Governance Committee		People and Remuneration Committee		Sustainability Committee	
	Attended	Held[1]	Attended	Held[1]	Attended	Held[1]	Attended	Held[1]	Attended	Held[1]
Xiaoqun Clever-Steg	14	14	8	8						
Gary Goldberg	14	14			5	5			5	5
Mike Henry	14	14								
Michelle Hinchliffe	14	14	8	8	5	5				
Don Lindsay	13	14	8	8					5	5
Ken MacKenzie[2]	11	11			4	4				
Ross McEwan[3]	14	14	7	7	1	1	3	3		
Christine O'Reilly	14	14	8	8	5	5	4	4		
Catherine Tanna	14	14			4	4	4	4	5	5
Dion Weisler	13	14					3	4	4	5

Footnotes

1. The number of meetings held during the time the Director was a member of the Board or relevant Committee.

2. Ken MacKenzie served as a Non-executive Director from 22 September 2016 and Chair of the Board from 1 September 2017 and Chair of the Nomination and Governance Committee until his retirement on 31 March 2025.

3. Ross McEwan was appointed as Chair of the Board and Chair of the Nomination and Governance Committee on 31 March 2025 and was a member of the Risk and Audit and People and Remuneration Committees until 31 March 2025.

3. Share interests

Directors' shareholdings

Subject to securities dealing constraints, Non-executive Directors have agreed to apply at least 25 per cent of their remuneration (base fees plus Committee fees) to the purchase of BHP shares until they achieve a minimum shareholding requirement equivalent in value to one year of remuneration (base fees plus Committee fees). Details of Directors' shareholdings in BHP as at the date of this Directors' Report are shown in the table below. All Directors have met the minimum shareholding requirement under their Terms of Appointment as at 30 June 2025. No rights or options over shares in BHP Group Limited are held by any of the Non-executive Directors. We have not made available to any Directors any interest in a registered scheme. No shareholder possesses voting rights that differ from those attaching to all of BHP Group Limited's voting securities.

Director	Number of shares held[1]
Xiaoqun Clever-Steg	10,000
Gary Goldberg	24,000
Mike Henry[2]	478,035
Michelle Hinchliffe	12,330
Don Lindsay	10,000
Ross McEwan	45,000
Christine O'Reilly	10,620
Catherine Tanna	10,400
Dion Weisler	11,494

1. The number of shares held refers to shares held either directly, indirectly or beneficially by Directors as at 19 August 2025. Where applicable, the information includes shares held in the name of a spouse, superannuation fund, nominee and/or other controlled entities.

2. As at 19 August 2025, Mike Henry also holds 954,631 rights and options over shares in BHP Group Limited. For more information refer to the Equity awards section in the Remuneration Report.

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Executive Key Management Personnel

Interests held by members of the Executive Key Management Personnel (KMP) under employee equity plans as at 30 June 2025 are set out in the tables contained in the Equity awards section in the Remuneration Report.

The table below sets out the relevant interests in shares in BHP Group Limited held directly, indirectly or beneficially, as at the date of this Directors' Report by those senior executives who were Executive KMP (other than the Executive Director) on that date.

Executive KMP member	Number of shares held[1]
Brandon Craig	36,585
Vandita Pant	211,935
Geraldine Slattery	238,028

1 The number of shares held refers to shares held either directly, indirectly or beneficially as at 19 August 2025. Where applicable, the information includes shares held in the name of a spouse, superannuation fund, nominee and/or other controlled entities.

4. Share capital and buy-back programs

During FY2025, we did not make any on-market or off-market purchases of BHP Group Limited ordinary shares under any share buy-back program. As at the date of this Directors' Report, there were no current on-market buy-backs.

Some of our executives receive rights over BHP shares as part of their remuneration arrangements. Entitlements may be satisfied by the transfer of existing shares, which are acquired on-market by the Employee Share Ownership Plan Trusts or, in respect of some entitlements, by the issue of shares. During FY2025, no shares were purchased on-market for the Employee Share Ownership Plan Trusts.

As at the date of this Directors' Report, there were 15,469,747 unvested equity awards outstanding in relation to BHP Group Limited ordinary shares held by 25,322 holders. The expiry dates of these unvested equity awards range between August 2025 and August 2029 and there is no exercise price. 4,461,418 fully paid ordinary shares in BHP Group Limited were issued as a result of the exercise of rights over unissued shares during or since the end of FY2025. No options over unissued shares or unissued interests in BHP have been granted during or since the end of FY2025 and no shares or interests were issued as a result of the exercise of an option over unissued shares or interests during or since the end of FY2025.

> For more information refer to Financial Statements note 26 'Employee share ownership plans'. For information on movements in share capital during and since the end of FY2025 refer to Financial Statements note 17 'Share capital'.

5. Group Company Secretary

Stefanie Wilkinson is the Group Company Secretary. For details of her qualifications and experience refer to Corporate Governance Statement 4.1. Stefanie Wilkinson has experience in a company secretariat role or other relevant fields arising from time spent advising other large-listed companies or other relevant entities.

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6. Indemnities and insurance

Rule 146 of the BHP Group Limited Constitution requires the company to indemnify, to the extent permitted by law, each Officer of BHP Group Limited against liability incurred in or arising out of the conduct of the business of BHP or the discharge of the duties of the Officer. The Directors named in 4.1 of the Corporate Governance Statement, and the Company Secretary and other Officers of BHP Group Limited have the benefit of this requirement, as do individuals who formerly held one of those positions.

In accordance with this requirement, BHP Group Limited has entered into Deeds of Indemnity, Access and Insurance (Deeds of Indemnity) with its Directors.

Under BHP's Deed Poll for Indemnification, BHP Group Limited and BHP Group (UK) Ltd (formerly BHP Group Plc) must, to the extent permitted by law, indemnify current and former employees of the Group against liability to third parties incurred in or arising out of the conduct of the business of the Group or the discharge of the duties of these employees, including where an employee performs a role at another entity at the request of the Group. The indemnity is subject to certain limitations and does not apply where the liability has arisen in circumstances involving recklessness, wilful misconduct or lack of good faith by the employee seeking indemnification.

In addition, as part of the arrangements to effect the demerger of South32, we agreed to indemnify certain former Officers of BHP who transitioned to South32 from certain claims and liabilities incurred in their capacity as Directors or Officers of South32.

The terms of engagement for certain services include that we must compensate and reimburse EY for and protect EY against any loss, damage, expense or liability incurred by EY in respect of third-party claims arising from a breach by BHP of any obligation under the engagement terms.

We have insured against amounts that we may be liable to pay to Directors, Company Secretaries or certain employees (including former Officers) pursuant to Rule 146 of the Constitution of BHP Group Limited or that we otherwise agree to pay by way of indemnity. The insurance policy also insures Directors, Company Secretaries and some employees (including former Officers) against certain liabilities (including legal costs) they may incur in carrying out their duties. For this Directors' and Officers' insurance, we paid premiums of US$12,447,150 excluding taxes during FY2025.

No indemnity in favour of a current or former Officer of BHP Group Limited or in favour of the External Auditor was called on during FY2025.

7. Dividends

A final dividend of 60 US cents per share will be paid on 25 September 2025, resulting in total cash dividends determined in respect of FY2025 of 110 US cents per share.

>For information on the dividends paid refer to Financial Statements note 19 'Dividends'

8. Auditors

No current Officer of BHP has held the role of director or partner of the Group's current External Auditor.

9. Non-audit services

For information on the non-audit services undertaken by BHP's External Auditor, including the amounts paid for non-audit services, refer to Financial Statements note 34 'Auditor's remuneration'. All non-audit services were approved in accordance with the process set out in the Policy on Provision of Audit and Other Services by the External Auditor. No non-audit services were carried out that were specifically excluded by the Policy on Provision of Audit and Other Services by the External Auditor. Based on advice provided by the Risk and Audit Committee, the Directors have formed the view that the provision of non-audit services is compatible with the general standard of independence for auditors, and that the nature of non-audit services means that auditor independence was not compromised. The reason for this view is that the objectivity and independence of the External Auditor are safeguarded through restrictions on the provision of these services with some services prohibited from being undertaken.

>For more information about our policy in relation to the provision of non-audit services by the external auditor refer to 'External audit and financial reporting' in our Corporate Governance Statement 9.2

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10. Exploration, research and development

Companies within the Group carry out exploration and research and development necessary to support their activities.

>For more information refer to OFR 6 ‘Our assets’, OFR 12 ‘Performance by commodity’ and Additional information 6 ‘Mineral Resources and Mineral Reserves’

11. ASIC Instrument 2016/191

BHP Group Limited is an entity to which the Australian Securities and Investments Commission (ASIC) Corporations (Rounding in Financial/Directors’ Reports) Instrument 2016/191 applies. Amounts in this Directors’ Report and the Financial Statements, except estimates of future expenditure or where otherwise indicated, have been rounded to the nearest million dollars in accordance with ASIC Instrument 2016/191.

12. Proceedings on behalf of BHP Group Limited

No proceedings have been brought on behalf of BHP Group Limited, nor has any application been made, under section 237 of the Australian Corporations Act 2001.

13. Performance in relation to environmental regulation

BHP seeks to be compliant with all applicable environmental laws and regulations relevant to its operations. We monitor compliance on a regular basis, including through external and internal means, to minimise the risk of non-compliance.

>For more information on BHP’s performance in relation to health, safety and the environment refer to OFR 9.6, 8, 9.9

For the purposes of section 299(1)(f) of the Australian Corporations Act 2001, in FY2025 BHP was levied seven fines in relation to environmental laws and regulations at our operated assets, the total amount payable being US$8,065,962.

14. Additional information

BHP Group Limited has a branch registered in the United Kingdom. The Group, through various subsidiaries, has also established branches in a number of other countries.

The Directors’ Report is approved in accordance with a resolution of the Board.

/s/ Ross McEwan	**/s/ Mike Henry**
Ross McEwan	**Mike Henry**
Chair	Chief Executive Officer
Dated: 19 August 2025	

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Remuneration Report

Letter from the People and Remuneration Committee Chair

Dear Shareholders,

I am pleased to provide BHP's Remuneration Report for FY2025.

A strong year of safety, operational and financial performance

We delivered a strong year of safety, operational and financial performance in FY2025.

Nothing matters more than the safety of our people. I am pleased to report that our key safety measures improved in FY2025, underpinned by strong safety fundamentals.

It was also a strong year of operational performance at BHP which generated significant cash flow. We have determined dividends totalling US$1.10 a share for the year. This represents a total distribution to shareholders of US$5.6 billion and more than US$50 billion in cash dividends to our shareholders over the past five years.

Our remuneration framework continues to serve us well

The People and Remuneration Committee (**Committee**) continues to oversee the Group's people and culture strategy and its alignment with BHP's Purpose, Values and performance. Our remuneration framework is designed to support the successful delivery of our strategy, drive the right behaviours for a thriving and performance-oriented culture and incentivise long-term value creation. We are a global company that seeks to be competitive so that we can attract and retain the best talent.

BHP's executive remuneration framework provides a mix of fixed and variable remuneration across different time horizons to balance the achievement of near-term strategic deliverables with longer-term objectives. Our remuneration framework seeks to align remuneration outcomes with shareholder value creation and performance on financial, Group and personal and safety and sustainability measures, including climate change. There are three components of our executive remuneration framework at BHP: fixed remuneration, the Cash and Deferred Plan (**CDP**) and the Long Term Incentive Plan (**LTIP**). Our higher weighting on CDP (relative to our LTIP) results in key metrics such as fatalities and climate change in the CDP, having a proportionally significant impact on executive remuneration outcomes.

Our framework has received strong support from our shareholders since it was introduced. In FY2025, I had the pleasure of meeting with employees covering our operations and offices, and shareholders and investors covering Australia, UK, US and Asia, representing a significant proportion of our issued share capital. These discussions reinforced that the focus of our remuneration framework on driving financial, safety and sustainability performance remains the right focus areas for BHP.

FY2025 CDP outcomes

The Committee assessed the Chief Executive Officer (**CEO**) and other Executive key management personnel's (**KMP**) performance against the CDP scorecard elements. For the CEO, this resulted in a FY2025 CDP outcome of 110 per cent against a target of 100 per cent.

CDP outcomes are assessed annually against a balanced scorecard comprising safety and sustainability (**S&S**), financial and Group and personal measures (comprising executive-led enterprise-wide strategic deliverables).

The FY2025 outcome for S&S measures for the CEO was 34 per cent out of a target of 25 per cent. These metrics include a 10 per cent measure for significant health, safety, environment and community events and the outcome reflects a year where we had no fatalities and strong progress on our Fatality Elimination Program. We have had a 10 per cent climate change measure in place since FY2020. This is a measure of climate change performance over the longer term and we remain on track to meet our operational greenhouse gas emissions target (Scopes 1 and 2) by FY2030. Indigenous partnerships are the third key aspect of our S&S measures and this year saw record Indigenous procurement spend for the second year in a row.

The FY2025 outcome for financial measures for the CEO was 53 per cent out of a target of 50 per cent. Underlying Return on Capital Employed (**ROCE**) is the financial measure used that assesses our company's profitability and effective use of capital. Pleasingly, in FY2025, we delivered record copper production, the highest production levels in 17 years at Escondida, record iron ore production for the third consecutive year and a lift in steelmaking coal production, despite significant adverse weather events affecting production

The FY2025 outcome for Group and personal measures for the CEO was 23 per cent out of a target of 25 per cent. These measures included people, performance and portfolio projects and initiatives. We pride ourselves on capital delivery. Disappointingly, in July 2025 we provided an update on the cost and schedule estimates for Jansen Stage 1. We estimate capital expenditure to be in the range of US$7.0 billion to US$7.4 billion (including contingencies), versus our original estimate of US$5.7 billion, and first production to revert to the original schedule of mid-CY2027. The CDP scorecard performance assessment for the CEO, together with the Chief Financial Officer (**CFO**) and President Americas, included consideration of these matters when determining their CDP outcomes. It has also been reflected in the outcomes for other Executive Leadership Team (**ELT)** members, senior executives and employees with accountability for Jansen.

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For other Executive KMP, FY2025 CDP outcomes resulted in, on average, above target outcomes.

2020 LTIP award

The LTIP seeks to reward sustained, long-term performance and growth aligned with BHP's values and shareholder value creation. The performance period for the 2020 LTIP award concluded on 30 June 2025. The vesting outcome was 33 per cent based on total shareholder return performance of 85 per cent for BHP over the five-year period.

Holistic review of performance over a five-year period

An important aspect of the CDP and LTIP is that before vesting of the five-year CDP and LTIP awards each year the Committee undertakes a holistic review of performance. This extra step reflects a long-term outlook and focus on driving shareholder value. In August 2025, when reviewing the vesting of the FY2020 CDP five-year award and 2020 LTIP award, the Committee considered BHP's performance on safety, sustainability (including climate change), financial, corporate governance and conduct over the five-year performance period from 1 July 2020 to 30 June 2025. As a Committee we are satisfied the outcomes are fair and reflect the shareholder experience during the period.

Looking ahead

Talent markets continue to be highly competitive. It is critical we reward our people appropriately to enable BHP to deliver on our strategy. When we benchmark our Executive KMP remuneration, we compare against roles in other mining and resource companies and have regard for globally competitive companies of similar complexity, reach and scale. These are the companies that BHP is competing with for talent.

For FY2026, the Board has determined the CEO's base salary will increase by four per cent, effective 1 September 2025. In conducting the annual review of the CEO's base salary and total target remuneration, to ensure his package remains appropriate and market competitive, we considered the CEO's ongoing performance, external benchmark data, and market demand for senior executive talent. The increase is aligned to the average FY2025 salary increase applied for other BHP employees.

During FY2025, the Committee reviewed other Executive KMP remuneration and, to reflect their ongoing performance and development in their roles since their appointment in early 2024, determined an increase of eight per cent for the CFO and 15 per cent for the President Americas, effective 1 January 2025. For FY2026, the Committee determined an increase of four per cent for the President Australia, effective 1 September 2025.

For FY2026 there are no changes to the Group Chair and Non-executive Director fees.

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Our people

We strive to offer an engaging and supportive workplace, which empowers our people to find safer and more productive ways of working. This year, we achieved our long-term female representation aspirational goal, and exceeded our Indigenous workforce participation targets in Australia, Canada and Chile. The efforts that have underpinned this achievement have made BHP a safer, more productive and better performing business.

The Committee monitored culture progress through visits to BHP sites and offices and discussions with management. We continue to support a performance management framework that places a strong emphasis on how we deliver results alongside what is achieved. This is critical to delivering the best outcomes for BHP shareholders.

Again, thank you to the shareholders, advisers and employees I met with during the year. I took away a lot from these discussions and look forward to continuing this engagement. As always, I welcome shareholder feedback and comments on our FY2025 Remuneration Report.

/s/ Christine O'Reilly

Christine O'Reilly

Chair, People and Remuneration Committee

>The abbreviations used in the following pages are listed on page 116

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Remuneration at a glance



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Our Key Management Personnel

This Remuneration Report sets out the remuneration of BHP's KMP. These are our Directors (including the CEO) and certain members of our Executive Leadership Team (**ELT**) who have authority and responsibility for planning, directing and controlling BHP's activities, either directly or indirectly. Throughout the Remuneration Report, KMP are referred to as either Non-executive Directors or Executive KMP. BHP's KMP for the Reporting Period are:

Non-executive Directors

Current	Term	Former	Term
Ross McEwan	Full year Commenced as Chair 31 March 2025	Ken MacKenzie	Retired 31 March 2025
Xiaoqun Clever-Steg	Full year		
Gary Goldberg	Full year		
Michelle Hinchliffe	Full year		
Don Lindsay	Full year		
Christine O'Reilly	Full year		
Catherine Tanna	Full year		
Dion Weisler	Full year		

Executive KMP

Current	KMP position	Term
Mike Henry	Chief Executive Officer and Executive Director	Full year
Brandon Craig	President Americas	Full year
Vandita Pant	Chief Financial Officer	Full year
Geraldine Slattery	President Australia	Full year

Remuneration governance

BHP's corporate governance underpins the way we do business, including our approach to our remuneration framework and reward systems, which aim to support BHP's strategy and encourage a culture aligned with BHP's values, purpose and risk appetite. The diagram below represents how BHP makes decisions on remuneration.



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Overview of BHP's remuneration framework

BHP provides Executive KMP with a mix of fixed and variable remuneration. There are three components of our Executive KMP remuneration framework: (1) fixed remuneration, (2) Cash and Deferred Plan, and (3) Long Term Incentive Plan. BHP structures the delivery of remuneration across different time periods to balance the achievement of near-term strategic objectives with longer-term drivers, such as continued service, alignment to shareholder value creation and financial, safety and sustainability (including climate change) performance. The Board and Committee apply overarching discretion to determine fair and commensurate remuneration that reflects the objectives of the remuneration framework and takes into account shareholder expectations and market conditions.

	Fixed remuneration	Cash and Deferred Plan (CDP)	Long Term Incentive Plan (LTIP)
What is it?	This is the fixed portion of remuneration that is paid regularly throughout the year.	The CDP is an annual cash and equity-based incentive scheme, providing remuneration over the short, medium and longer term.	The LTIP is a long-term incentive scheme with awards vesting in five years, subject to conditions.
How is it delivered?	• Base salary • Pension contributions (10% base salary) • Other benefits (notional 10% base salary)	The CDP award is delivered in three equal components: • CDP annual cash • CDP Deferred Rights (2 Year) • CDP Deferred Rights (5 Year)	The LTIP is delivered in Performance Rights, subject to meeting vesting conditions over a five-year period.
What does it reward and how does it link with strategy?	Competitive and appropriate fixed remuneration is provided to attract, motivate and retain talented and experienced global executives with the right capability to deliver against BHP's strategic objectives.	Rewards the annual achievement of strategic goals and outperformance, and encourages retention. It also aligns behaviours towards Our Values and to shareholder outcomes.	Rewards sustained, long-term performance and growth aligned with Our Values and creation of shareholder value.
How does it link to performance?	Fixed remuneration reflects the global scope and complexity of the role. It accounts for the location, skills, performance, qualifications and experience of the individual. Fixed remuneration is reviewed annually by the Committee to ensure it remains appropriate and competitive with benchmark data from BHP's independent remuneration advisers as required. Fixed remuneration increases are normally aligned to performance, significant development, changes in accountabilities and/or external market movements. They normally also consider movements applied to the wider BHP workforce. Our approach to setting and benchmarking fixed remuneration, along with any changes for FY2026, is set out below.	CDP award outcomes for each Executive KMP are determined by the annual assessment of performance against a balanced scorecard of metrics linked to the execution of business strategy weighted as follows: • 25% Safety and sustainability (including climate change) • 50% Financial • 25% Group and personal measures One third of the CDP award is paid in cash and is structured to reward current year performance in the short- term. The remaining two thirds of the CDP are deferred into two equity awards of equal value to encourage retention and sustained medium and longer-term performance over two and five years. The vesting of the CDP equity awards are subject to a service condition and the CDP Deferred Rights (5 Year) is also underpinned by a holistic review of performance at the end of the vesting period, details of which are outlined on page 157.	Under the LTIP, BHP's performance is assessed against the relative TSR of two comparator groups over the five-year period to provide an objective measure of performance. TSR provides a valuable comparative, external market performance benchmark. It also provides a direct link between Executive KMP reward and shareholder returns. Vesting of LTIP Performance Rights requires BHP's TSR performance to meet specific hurdles as outlined on page 157. LTIP Performance Rights are also subject to a five-year service condition and are underpinned by a holistic review of performance at the end of the vesting period, details of which are outlined on page 157.

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Paying competitively

BHP is a global company with employees around the world including in Australia, Canada, Chile and the United States.

BHP has a diverse and mobile workforce and we recognise the importance of offering competitive and equitable remuneration to attract, motivate and retain the talent required to deliver on our strategy.

To ensure our reward practices remain fit for purpose in a dynamic and highly competitive global talent market, we apply a disciplined and data-driven approach. This includes benchmarking our Executive KMP remuneration against comparable positions in companies of similar scale, complexity and geographic reach with a focus on companies that compete with BHP for leadership talent. We consider factors such as role responsibilities, location, skills, qualifications and experience.

We also conduct regular performance reviews and apply rigorous governance to ensure accountability and alignment with shareholder and stakeholder expectations.

During FY2025, the Committee reviewed other Executive KMP remuneration and to reflect their ongoing performance and development in their roles since their appointment in early 2024, determined an increase of eight per cent for the CFO and 15 per cent for the President Americas effective 1 January 2025. For FY2026, the Committee determined an increase of four per cent for the President Australia, effective 1 September 2025.

>For information on where we operate refer to OFR 2.2 of this Report

Key terms of our variable remuneration framework and equity plans

Our variable remuneration framework is designed to support BHP's strategy and reward our people for successful strategy execution. The majority of remuneration delivered through equity is 'at risk', reflecting our commitment to driving long-term growth, performance and value for shareholders.

The key terms of the FY2025 CDP and the 2025 LTIP are outlined below.

	CDP	LTIP
Description	CDP awards are split into three equal parts – a cash component paid annually and two awards of equity vesting in two and five years, subject to service conditions.	The LTIP is delivered in Performance Rights, which are conditional rights to receive BHP shares subject to service and performance conditions.
Performance period and Vesting period	• The CDP performance period is one year. • For the FY2025 CDP, the performance period is 1 July 2024 to 30 June 2025. • CDP cash is paid annually following the end of the performance period. • CDP Deferred Rights (2 Year) are rights to receive BHP shares subject to a two-year service condition from 1 July 2025 to 30 June 2027. • CDP Deferred Rights (5 Year) are rights to receive BHP shares subject to a five-year service condition from 1 July 2025 to 30 June 2030 and a holistic review of performance over the prior five years as an underpin to vesting.	• The LTIP performance period is five years. • For the 2025 LTIP, the performance period is 1 July 2025 to 30 June 2030, with vesting shortly after. The vesting conditions are: • BHP's relative TSR performance • a service condition • a holistic review of performance at the end of the vesting period (outlined below)
Opportunity	• For all Executive KMP the target is 80% of base salary for each of the CDP cash component, CDP Deferred Rights (2 Year) and CDP Deferred Rights (5 Year). Total target in aggregate is 240% of base salary, maximum opportunity is 360%, and minimum potential outcome is zero. • The number of FY2025 CDP Deferred Rights for each of the two tranches are determined by dividing the overall CDP cash component outcome by the average share price and US$/A$ exchange rate over the 12 months up to and including 30 June 2025.	• For the CEO the maximum is 200% of base salary. • For other Executive KMP the maximum is 175% of base salary. • The minimum potential outcome is zero. • The number of 2025 LTIP Performance Rights granted to an Executive KMP is determined by dividing the LTIP value by the average share price and US$/A$ exchange rate over the 12 months up to and including 30 June 2025.
Performance conditions and assessment	Towards the end of the annual performance period, a formal assessment of the Executive KMP's CDP scorecard is conducted to determine the CDP award outcome. The Board approves the CEO's CDP award outcome and the Committee approves CDP award outcomes for the other Executive KMP. The Sustainability Committee and the Risk and Audit Committee assess and provide guidance on the outcomes of the scorecard measures that are within their respective areas of responsibility.	Vesting of 2025 LTIP Performance Rights will depend on BHP's TSR compared to the following benchmarks: • 67% for relative TSR performance compared to the MSCI World Metals and Mining Index constituents (**Sector TSR**) • 33% for relative TSR performance compared to the MSCI World Index constituents (**World TSR**) Details of the Sector TSR and World TSR indices can be found here www.msci.com/our-solutions/indexes

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	CDP	LTIP
	The Committee and the Board retain discretion to adjust CDP award outcomes where they do not consider them to reflect the performance of the Group or where the manner in which they were achieved was not aligned with the wider shareholder experience. If performance is below the threshold level for any scorecard measure, 0% will be provided in respect of that portion of the CDP scorecard.	The number of LTIP Performance Rights that vest, if any, will be based on BHP's TSR performance, compared to the Sector TSR and World TSR over the performance period, as set out in the following vesting schedule: BHP's TSR performance / % of the LTIP award that will vest Below the 50th percentile: 0% Equal to the 50th percentile: 25% Between the 50th percentile and the weighted 80th percentile: Sliding scale between 25% and 100% Equal to or exceeds the 80th percentile (outperformance): 100% An averaging period of six months is used in the TSR calculations. If the TSR performance condition is not met, there is no retesting and awards will lapse.
Vesting	• Vesting of CDP Deferred Rights is subject to the Executive KMP's continued employment with BHP until the vesting date. • CDP Deferred Rights (5 Year) are subject to a holistic review of performance at the end of the five-year vesting period (outlined below). • Executive KMP do not have an entitlement to receive dividends prior to vesting. Dividend Equivalent Payments (DEPs) are made on vesting of CDP Deferred Rights. • The Committee retains discretion to settle CDP Deferred Rights in cash.	• Vesting of LTIP Performance Rights is subject to the Executive KMP's continued employment with BHP until the vesting date and TSR performance conditions. • LTIP Performance Rights are subject to a holistic review of performance at the end of the five-year vesting period (outlined below). • Executive KMP do not have an entitlement to receive dividends prior to vesting. DEPs are made on vesting of LTIP Performance Rights. • The Committee retains discretion to settle LTIP Performance Rights in cash.
Holistic review of performance as an underpin to vesting	Vesting of both CDP Deferred Rights (5 Year) and LTIP Performance Rights are subject to a holistic review of performance at the end of the five-year vesting periods, including a review of: • safety and sustainability performance (for example, no material incidents, achievements against operational decarbonisation plans, reduction in GHG emissions against BHP targets, etc) • financial performance (including profitability, cash flow, balance sheet health, returns to shareholders, etc) • broader factors such as corporate governance and the Executive KMP's conduct	
Cessation of employment	Upon the cessation of Executive KMP employment, unless the Board determines otherwise, the following treatment applies: • on resignation or termination for cause, all unvested CDP cash and Deferred Rights and LTIP Performance Rights lapse • where employment ends due to death, serious injury, disability, CDP cash awards are pro-rated based on performance for that year, and all unvested CDP Deferred Rights and LTIP Performance Rights vest • where employment ends for any other reason (i.e. a 'good leaver'), current year CDP cash awards and Deferred Rights (2 years) awards are pro-rated based on performance for that year (and paid wholly in cash), all unvested CDP Deferred Rights (2 Year) will generally remain on foot and subject to the original terms of the offer, and a pro-rated portion of unvested CDP Deferred Rights (5 Year) and LTIP Performance Rights will generally remain on foot and subject to the original terms of the offer, and the remainder will lapse	
Malus and clawback	In order to prevent an executive obtaining an inappropriate benefit (including where the executive acts fraudulently or dishonestly, is in material breach of their obligations to BHP, or where vesting is not justified or supportable in the circumstances), the Committee may determine some or all awards (including cash, CDP Deferred Rights and LTIP Performance Rights) are lapsed, forfeited or clawed back. The Committee may also suspend or delay vesting of CDP Deferred Rights and LTIP Performance Rights if an investigation is underway, until the outcome of any investigation is known. BHP also has a Malus and Clawback Policy that applies to all equity awards.	

Employment terms

The remuneration and employment terms of Executive KMP are formalised in employment contracts that have no fixed term. For the CEO, 12 months' notice is required by either BHP or the CEO should they wish to terminate employment. For other Executive KMP, BHP or the relevant Executive KMP is required to provide six months' notice should they wish to terminate employment. Executive KMP can be terminated for cause without notice. BHP may require an executive to work through the notice period or make a payment in lieu of notice (including base salary plus pension contributions).

Share ownership guidelines and MSR

Executive KMP are encouraged to hold shares in BHP over the long-term and a minimum shareholding is required through the MSR. BHP's share ownership guidelines and the MSR help to align the interests of the KMP and shareholders.

The CEO is required to achieve a MSR of five times annual pre-tax base salary. Other Executive KMP are required to achieve a MSR of three times annual pre-tax base salary. A two-year post-retirement shareholding requirement for the CEO applies from the date of retirement, which will be the lower of the CEO's MSR or the CEO's actual shareholding at the date of retirement.

No Executive KMP sold or purchased shares during FY2025, other than sales to satisfy tax obligations in connection with an employee equity award. At the end of FY2025, the Executive KMP met their MSR, except for Brandon Craig, as he was appointed to the ELT and Executive KMP on 1 March 2024.

Prohibition on hedging of BHP shares and equity instruments

KMP are prohibited from hedging unvested BHP securities or securities held under the MSR. They are also prohibited from using unvested BHP securities as collateral. Vested, unrestricted securities that are not held under the MSR may be subject to hedging arrangements or used as collateral, provided prior consent is obtained from BHP.

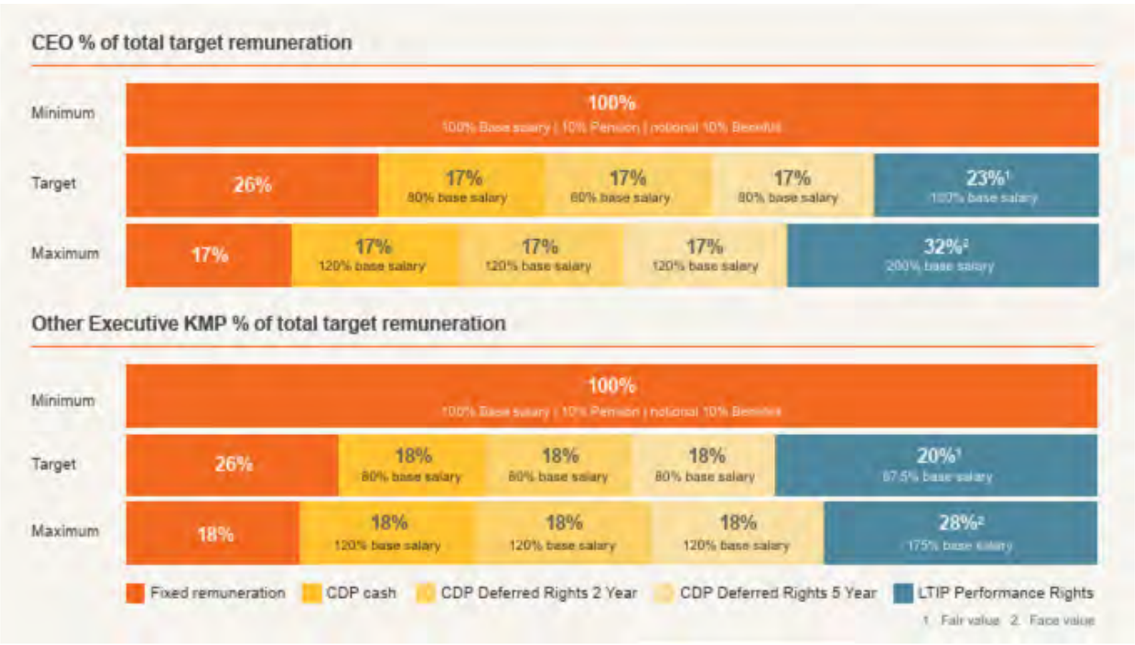
Remuneration mix

The overall potential total remuneration of the CEO and other Executive KMP is shown in the diagram below.

The maximum opportunity represented below is the most that could potentially be paid for each remuneration component. It does not reflect actual awards granted by the Group. Actual remuneration received by the CEO and other Executive KMP depends on the outcomes of the CDP and LTIP which are driven by the achievement of business and individual performance measures.

The target LTIP value is based on the fair value of the awards, which is 50 per cent of the face value of the CEO's award (200 per cent of base salary) and other Executive KMP awards (175 per cent of base salary). The maximum LTIP value is based on the face value of the awards for the CEO and other Executive KMP. The potential impact of future share price movements is not included in the value of CDP or LTIP awards.

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Remuneration for Executive KMP

FY2025 CDP performance outcomes

The Board and the Committee assessed the Executive KMP's CDP outcomes in light of the Group's performance in FY2025 and performance against the measures in each Executive KMP CDP scorecard.

The level of performance for each scorecard measure is determined based on a range of:

- **threshold** – the minimum necessary to qualify for any reward outcome
- **target** – where the performance requirements are met
- **maximum** – where the performance requirements are significantly exceeded

Summary of CDP outcomes for the CEO (by measure)

For the CEO, the Board's and the Committee's assessment against the CDP scorecard measures resulted in a FY2025 CDP outcome of 110 per cent against the target of 100 per cent (or 73 per cent against maximum). In July 2025, we provided an update on the cost and schedule estimates for Jansen Stage 1. We estimate capital expenditure to be in the range of US$7.0 billion to US$7.4 billion, versus our original estimate of US$5.7 billion, and first production to revert to the original schedule of mid-CY2027. Assessments for the CEO included consideration of these updates as part of his Group and personal measures when determining his CDP outcome.



FY2025 CDP performance outcomes – CEO measures

Safety and sustainability

Scorecard targets	Performance outcome
Elimination of significant harm No significant (actual level 4) health, safety (including fatalities), environment or community events during the year. Completion of FY2025 Fatality Elimination Program deliverables and development of asset-owned vehicle interaction improvement plans.	**Outcome: Maximum** • There were no fatalities or other actual significant HSEC events during FY2025 at our operated assets. • All operated assets completed the deliverables required to achieve a maximum outcome relating to the Fatality Elimination Program implementation and development of asset-owned vehicle interaction improvement plans.
Climate change Reported Scopes 1 and 2 GHG emissions at our operated assets in FY2025 are at 9.8 $ktCO_2$-e. Deliver FY2025 actions in the approved climate adaptation work program, including progressing our nature-positive plans.	**Outcome: Between target and maximum** • For FY2025, we bettered our operational GHG emissions scorecard target by 1% (excluding our Western Australian Nickel operations which entered temporary suspension in FY2025). Having reviewed actual production levels at certain operated assets compared to budget targets, performance was observed to be on target. • All actions in the approved climate adaptation work program were delivered during FY2025. While none of the Assets completed climate adaptation work program deliverables required to achieve a maximum outcome, all required actions to progress our nature-positive plans were delivered to achieve a maximum outcome.
Indigenous partnerships No significant (actual level 4) cultural heritage events during the year. Achieve direct contracting spend with Indigenous, Traditional Owner and First Nations suppliers of US$356 million. Achieve regional Indigenous representation targets by end of FY2025.	**Outcome: Maximum** • No significant cultural heritage incidents occurred during FY2025. • Indigenous, Traditional Owner and First Nations vendor procurement significantly exceeded the targets required to achieve a maximum outcome with US$852 million in Indigenous procurement spend in FY2025. • Our FY2025 overall regional Indigenous representation was at 9.3%, which was above the target of 8.8%.

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The total S&S measures for FY2025 for the CEO was 34% against the target of 25%.

Financial

ROCE

Target ROCE of 19.7%, with a threshold of 16.4% and a maximum of 22.8%.

ROCE is underlying profit after taxation (excluding after-taxation finance costs and exceptional items) divided by average capital employed.

When assessing ROCE, adjustments are made to the outcome to allow for changes in commodity prices, foreign exchange movements and other material items outside the control of management (from the levels assumed when setting the targets). This ensures the assessment appropriately measures outcomes that are within the control and influence of the Group and our executives. Of these adjustments, changes in commodity prices have historically been the most material due to volatility in prices and the impact on Group revenue and ROCE.

When setting the target ROCE, the Committee considers the upside opportunities and downside risks inherent in BHP's businesses, and what outcome the Committee believes would be a level of performance that shareholders would view positively. The maximum and threshold are an appropriate range of ROCE outcomes which include an upper limit of stretch outperformance that would represent the maximum CDP award, and a lower limit of underperformance below which no CDP award should be made. The performance range around target is subject to a greater level of downside risk than there is upside opportunity, mainly due to physical and regulatory asset constraints. Accordingly, the range between threshold and target is somewhat greater than that between target and maximum. For maximum, the Committee takes care not to create leveraged incentives that encourage executives to push for short-term performance that goes beyond our risk appetite and current operational capacity.

Outcome: Between target and maximum

ROCE of 20.6% was reported by BHP for FY2025. Adjusted for the factors outlined below, ROCE is 20.0%, which is above target. The following adjustments were made to ensure the outcomes appropriately reflect the performance of management for the year:

- The full elimination of the impacts of movements in commodities prices and exchange rates decreased ROCE by 0.3 percentage points.
- Adjustments for other items made to ensure the outcomes reflect the performance of management for the year decreased ROCE by 0.3 percentage points. This was mainly to ensure the basis of the CDP ROCE outcome was the same as the basis upon which the ROCE target for FY2025 was set.

Having reviewed the FY2025 exceptional items (as described in Financial Statements note 3 'Exceptional items'), the Committee determined these should not be considered for the purposes of determining the FY2025 ROCE CDP outcome and that no further action was required in respect of exceptional items.

The ROCE measure for FY2025 for the CEO was 53% against the target of 50%.

Group and personal

People

Year-on-year reduction in high potential injury frequency.

Increase female representation to 40% across the enterprise.

Improve BHP Employee Perception Survey engagement score.

Progress succession and development activities.

Outcome: Between target and maximum

- High potential injury frequency year-on-year reduced by 18% in FY2025 to 0.09.
- Female representation increased by 4% in FY2025 and finished the year at 41.3%, exceeding the FY2025 target and marking the achievement of BHP's long-term female representation aspirational goal.
- Employee Perception Survey engagement score improved in line with target.
- Succession and development activities completed in accordance with expectations.

Performance

Improvement on Operational Excellence Index (OEI) Assessment on Assessment (AoA) scores at operational sites.

Asset decarbonisation plans submitted to achieve at least or greater emissions reductions than prior year.

Deliver the targeted outcome in the Brazil strategy.

Outcome: Target

- BHP Operating System (BOS) target achieved, with 90% of operational sites improving on the OEI AoA score.
- Asset operational decarbonisation plans progressed, with positive steps taken towards delivering operational emissions reductions.
- Significant progress made on the Brazil strategy, including a settlement agreed with the Brazilian Public Authorities and a Liability Sharing Agreement signed with Vale.

Portfolio

Maximum 15% capital growth across the major projects portfolio.
Minerals Americas and Copper South Australia growth projects to increase projected copper equivalent production.
Refreshed Nickel strategy agreed.

Outcome: Between target and maximum

- Capital growth across the major projects portfolio kept to well below the 15% target.
- Good progress made on copper growth pathways across Escondida, Spence and Copper South Australia, and through entry into the Vicuña joint venture.
- Nickel strategy in place and progressing well.

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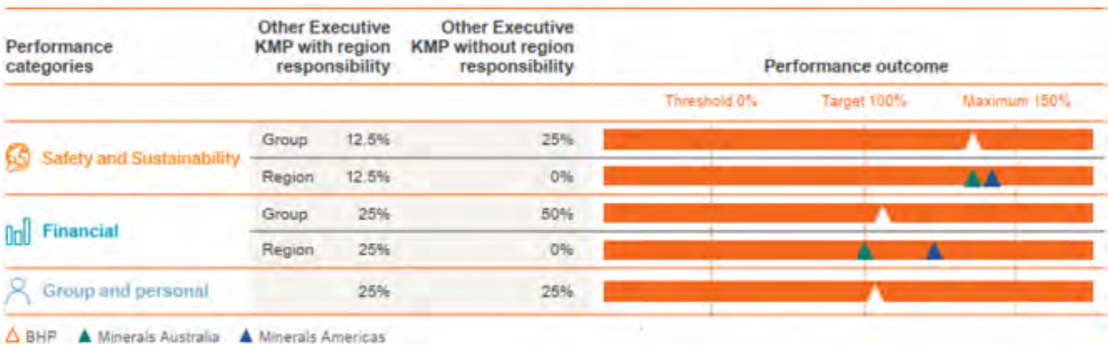
The Group and personal measure for FY2025 for the CEO was 23% against the target of 25%. The assessment for the CEO included consideration of the updates on Jansen Stage 1, as described on the prior page, as part of his Group and personal measures outcome.

Summary of outcomes for other Executive KMP

The FY2025 CDP target weightings and performance measures for other Executive KMP 'without regional responsibility' are similar to those of the CEO outlined above. For the other Executive KMP 'with regional responsibility', their target weightings and performance measures vary to reflect the focus required on both Group and regional measures. The Group and personal measures for other Executive KMP is reflective of their contribution to the delivery of projects and initiatives within the scope of their role and the overall performance of the Group. The Committee reviewed the performance of other Executive KMP against these FY2025 measures and this assessment resulted in overall FY2025 CDP outcomes, each against the target of 100 per cent, of 110 per cent for the CFO (or 73 per cent against maximum), 118 per cent for the President Americas (or 79 per cent against maximum), and 115 per cent for the President Australia (or 77 per cent against maximum). Cost and schedule estimates for Jansen Stage 1 were updated in July 2025, with capital expenditure estimated to be in the range of US$7.0 billion to US$7.4 billion, versus our original estimate of US$5.7 billion and first production to revert to the original schedule of mid-CY2027. Assessments for the CFO and President Americas included consideration of the updates on Jansen Stage 1 as part of their Group and personal measures outcome when determining their CDP outcomes. It has also been reflected in the outcomes for other ELT members, senior executives and employees with accountability for Jansen.

The FY2025 CDP weightings and overall average outcomes against the CDP scorecard for other Executive KMP are in the following diagram.

Summary of outcomes for other Executive KMP



FY2020 LTIP performance outcomes

What are the LTIP vesting conditions?

The five-year performance period for the 2020 LTIP Performance Rights for relevant Executive KMP ended on 30 June 2025. Vesting is subject to satisfaction of the service condition, the achievement of the relative TSR performance conditions, underpinned by a holistic review of performance at the end of the five-year vesting period and any discretion applied by the Committee.

Why is relative TSR used as the performance condition?

Relative TSR is an appropriate performance condition for BHP's LTIP as it recognises that BHP rewards executives for shareholder returns over a sustained period if those returns outperform both the broader global market and the mining sector. Relative TSR includes returns to BHP shareholders in the form of share price movements along with dividends paid and reinvested in BHP (including cash and in-specie dividends).

BHP only rewards above average performance against the Sector Group TSR, weighted at 67 per cent and World TSR, weighted at 33 per cent. BHP's TSR performance is required to be at the 50th percentile of these comparator groups for 25 per cent of the LTIP to vest. Outstanding performance and full vesting may occur when BHP's TSR is at or above the 80th percentile of Sector Group TSR and World TSR.

For the 2020 LTIP Performance Rights to vest in full, BHP's TSR over the five-year performance period from 1 July 2020 to 30 June 2025 must have been at or exceeded the 80th percentile of the Sector Group TSR and the World TSR.

What is BHP's relative TSR performance outcome for the 2020 LTIP?

BHP's TSR performance was 85 per cent over the 2020 LTIP performance period. This outcome is:

- above the 50th percentile of the Sector Group TSR of 77 per cent, but below the 80th percentile of the Sector Group TSR of 174 per cent, and
- above the 50th percentile of the World TSR of 71 per cent but below the 80th percentile of the World TSR of 157 per cent.

This level of performance results in 33 per cent vesting for the 2020 LTIP Performance Rights. The value of the CEO's vested 2020 LTIP Performance Rights is detailed in FY2025 remuneration received by the CEO.

The graph below shows BHP's performance relative to comparator groups.

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What is the outcome of the holistic review of performance at the end of the five-year vesting period of the FY2020 CDP Deferred Rights and 2020 LTIP Performance Rights?

Vesting of both FY2020 CDP Deferred Rights and 2020 LTIP Performance Rights are underpinned by a holistic review of BHP's performance on safety, sustainability (including climate change), financial, corporate governance and conduct at the end of the five-year vesting periods. The rules and terms of the CDP and LTIP awards provide the Committee with an overarching discretion to reduce the number of awards that will vest, notwithstanding that performance conditions have been met. This is applied as a test before final vesting is confirmed and is an important risk management tool to ensure vesting is not simply driven by a formula or the passage of time that may give unexpected or unintended remuneration outcomes. The Committee considers its discretion carefully each year ahead of the scheduled vesting of CDP Deferred Rights and LTIP Performance Rights.

In respect of the vesting of the FY2020 CDP Deferred Rights and 2020 LTIP Performance Rights, the Committee undertook a holistic review of performance over the five-year period (from FY2021 to FY2025). The Committee noted BHP's continued progress in S&S outcomes (noting, however, the two fatalities in FY2023 and one in FY2024 were taken into account in determining CDP outcomes for those years), strong operational performance with improving production and cost performance, and significant returns to shareholders.

In respect of the vesting of FY2020 CDP Deferred Rights and the 2020 LTIP Performance Rights, the Committee did not identify any reason to exercise its downwards discretion.

Five-year share price, dividend and earnings history

The following table outlines BHP's historical financial performance. These elements impact the CDP scorecard outcomes and LTIP performance outcomes. The highest and lowest closing share price during FY2025 were A$45.95 and A$34.16, respectively

	FY2025	**FY2024**	**FY2023**	**FY2022**	**FY2021**
Share price at beginning of year (A$)	**43.30**	45.26	40.05	48.22	35.82
Share price at end of year (A$)	**36.75**	42.68	44.99	41.25	48.57
Dividends paid (A$)	**1.90**	2.35	3.92	10.18[1]	2.07
Attributable profit (US$ million, as reported)	**9,019**	7,897	12,921	30,900	11,304

1. The FY2022 dividends paid includes A$5.38 in respect of the in-specie dividend associated with the merger of the Petroleum business with Woodside.

FY2025 remuneration received by the CEO

The table below is a voluntary non-statutory disclosure of the remuneration received by the CEO during FY2025 and FY2024. This table is unaudited and differs from the audited remuneration calculated in accordance with the Australian Accounting Standards (refer to KMP remuneration table and Financial Statements note 26 'Employee share ownership plans'). This table aims to provide greater transparency for shareholders and reflect actual remuneration received.

The difference between the disclosure in the table below and the remuneration disclosed in KMP remuneration table relates to the CDP and LTIP awards. The remuneration calculated in accordance with Australian Accounting Standards requires the fair value of the CDP and LTIP awards to be calculated at the time of grant and to be amortised over the relevant vesting periods regardless of the performance outcome. This may not reflect what the executive receives.

US$('000)		**FY2025**	FY2024
Mike Henry	Base salary	**1,881**	1,808
	Benefits[1]	**54**	35
	Pension[2]	**188**	181
	CDP[3]	**4,965**	3,113
	LTIP[4]	**1,884**	3,329
	Total	**8,972**	8,466

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1. Benefits are non-pensionable and include net movements in leave balances, private health insurance, car parking, fringe benefits tax and personal tax return preparation in required countries.

2. FY2025 and FY2024 pension contributions were provided based on 10 per cent of base salary.

3. The values shown are CDP award outcomes earned based on performance against the CDP scorecard during FY2025 and FY2024. The FY2025 CDP award will be provided one-third in cash in September 2025, one-third in CDP Deferred Rights (2 Year) subject to a service condition vesting at the end of FY2027, and one-third in CDP Deferred Rights (5 Year) subject to a service condition and a holistic review of performance as an underpin to vesting at the end of FY2030. The FY2024 CDP award was provided on an equivalent basis.

4. The values shown are LTIP outcomes vested during FY2025 and FY2024 in respect of LTIP Performance Rights granted in 2020 and 2019, respectively. Part of the LTIP outcome for FY2024 LTIP relates to a period when the Mike Henry was President Operations Minerals Australia and subject to different remuneration arrangements. The 2020 LTIP Performance Rights value in FY2025 is an estimate calculated on the average share price for the month of July 2025 (which will be updated in subsequent disclosures). The 2019 LTIP Performance Rights value in FY2024 is an updated value from the 2024 Remuneration Report and is calculated on the actual share price on the vesting date.

Remuneration for Non-executive Directors

Competitive fees and benefits are paid in order to attract and retain appropriately skilled and globally experienced individuals to BHP's Board.

Shareholders approved the maximum aggregate fee pool for Non-executive Directors of US$3.8 million per annum. The fee pool was approved by shareholders at the 2008 AGM. Travel allowances and non-monetary benefits are not included in this limit.

Non-executive Directors do not have any performance-based at-risk remuneration and do not receive any equity awards as part of their remuneration.

Non-executive Director fees

The Group Chair is paid a single fee for all responsibilities. All other Non-executive Directors are paid a base fee and relevant Committee membership fees. Committee Chairs and the Senior Independent Director are paid a fee to reflect their extra responsibilities.

All fee levels are reviewed annually. Annual reviews consider global benchmarking and advice provided by external advisers, as required. Fee levels reflect the size and complexity of the Group, the economic environment and the financial performance of the Group. Consideration is also given to salary reviews across the rest of the Group.

Where the payment of pension contributions is required by law, these contributions are deducted from the Director's overall fee entitlements.

Subject to securities dealing constraints, Non-executive Directors have agreed to apply at least 25 per cent of their remuneration (base fees plus relevant Committee membership fees) to the purchase of BHP shares until they achieve an MSR equivalent in value to one year of remuneration. They must maintain at least that level of shareholding throughout their tenure. At the end of FY2025, each Non-executive Director met the MSR.

Non-executive Director benefits

Non-executive Directors receive a travel allowance as there is a considerable travel burden required of Non-executive Directors to travel to Board meetings and site visits. Travel allowances are paid on a per trip basis.

Non-executive Directors are reimbursed for the costs of personal tax return preparation if Australia is not their place of residence (including payment of the tax cost associated with the provision of the benefit).

Letters of appointment

The Board has entered into a letter of appointment with each Non-executive Director that contains the terms on which the Non-executive Directors will be appointed. Non-executive Directors are also indemnified by the Group. The Board has adopted a policy under which all Non-executive Directors must seek re-election at the AGM each year. As a result of requiring re-election each year, Non-executive Directors do not have a fixed term in their letter of appointment.

A Non-executive Director may resign on reasonable notice. No payments are made to Non-executive Directors on loss of office.

FY2026 fees and allowances

A benchmarking assessment was undertaken during FY2025 and determined that the base annual fees for the Chair and Non-executive Directors will not increase in FY2026. It was also determined that there would be no change to the fees for other Committee roles or other allowances.

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The below table sets out the annualised total remuneration and total fixed fees for FY2025 and FY2026.

Levels of fees and travel allowances for Non-executive Directors (in US$)	FY2025	FY2026
Base annual fee	175,000	**175,000**
Plus additional fees for:		
Senior Independent Director	53,000	**53,000**
Committee Chair:		
Risk and Audit	66,000	**66,000**
People and Remuneration	45,000	**45,000**
Sustainability	45,000	**45,000**
Nomination and Governance	No additional fee	**No additional fee**
Committee membership:		
Risk and Audit	32,500	**32,500**
People and Remuneration	27,500	**27,500**
Sustainability	27,500	**27,500**
Nomination and Governance	18,000	**18,000**
Travel allowance:[1]		
In excess of 3 hours and less than 10 hours	7,000	**7,000**
10 hours or more	15,000	**15,000**
Group Chair's base annual fee	962,000	**962,000**

1. The travel time thresholds relate to a flight time in excess of three hours to travel to the meeting location (i.e. one-way flight time). Only one travel allowance is paid per round trip.

Statutory remuneration and other disclosures

Executive KMP remuneration table

This table details the payments and benefits of Executive KMP for the period they were KMP and has been prepared in accordance with the applicable Australian Accounting Standards. There were no sign-on bonuses or termination payments during FY2025. There were no transactions or loans between Executive KMP (including their related parties) and the Group or any of our subsidiaries during FY2025.

Share-based payments – estimated value

The amounts included in the table below for CDP Deferred Rights and LTIP Performance Rights represent the amortised accounting fair value of these grants estimated at the grant date and are not amounts actually provided to the Executive KMP. The actual value cannot be determined as it is dependent on the share price on the date the award vests. See the Equity Awards table below for details of the awards to Executive KMP.

US$ ('000)		Short-term benefits			Post-employment benefits	Share-based payments		
Name	Financial year	Base salary	CDP cash[1]	Other benefits[2]	Pension	CDP Deferred Rights (2 and 5 Year)	LTIP Performance Rights	Total reward
Mike Henry	**FY2025**	**1,881**	**1,655**	**54**	**188**	**2,608**	**2,123**	**8,509**
	FY2024	1,808	1,038	35	181	2,177	2,096	7,335
Brandon Craig	**FY2025**	**860**	**811**	**91**	**86**	**512**	**794**	**3,154**
	FY2024	267	173	406	27	33	254	1,160
Vandita Pant	**FY2025**	**1,060**	**933**	**67**	**106**	**1,298**	**773**	**4,237**
	FY2024	340	223	29	34	329	228	1,183
Geraldine Slattery	**FY2025**	**1,087**	**999**	**26**	**109**	**1,470**	**990**	**4,681**
	FY2024	1,013	592	323	101	1,182	1,049	4,260
Ceased as Executive KMP before FY2025								
Edgar Basto	FY2024	673	425	–	67	688	617	2,450
David Lamont	FY2024	673	425	1	67	649	641	2,456
Ragnar Udd	FY2024	665	431	48	67	644	575	2,430

1 The FY2025 CDP cash component will be paid in September 2025.

2 Other short-term benefits include non-monetary items, such as health insurance, car parking, fringe benefits tax, relocation costs and personal tax return preparation in required countries.

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Non-executive Directors remuneration table

This table details the payments and benefits of Non-executive Directors for the period they were Non-executive Directors in accordance with the applicable Australian Accounting Standards. No termination benefits were paid to Non-executive Directors. There were no transactions or loans between Non-executive Directors (including their related parties) and the Company or any of its subsidiaries during FY2025.

US$ ('000)		Short-term		Post-employment	
Name	Financial year	Base and committee fees	Other benefits[1]	Pension	Total reward
Xiaoqun Clever-Steg	**FY2025**	**195**	**76**	**13**	**284**
	FY2024	188	77	13	278
Gary Goldberg	**FY2025**	**274**	**75**	**–**	**349**
	FY2024	284	99	–	383
Michelle Hinchliffe	**FY2025**	**259**	**75**	**–**	**334**
	FY2024	235	45	–	280
Don Lindsay	**FY2025**	**227**	**52**	**8**	**287**
	FY2024	38	–	–	38
Ross McEwan	**FY2025**	**400**	**66**	**19**	**485**
	FY2024	51	45	4	100
Christine O'Reilly	**FY2025**	**266**	**51**	**5**	**322**
	FY2024	263	37	–	300
Catherine Tanna	**FY2025**	**246**	**36**	**19**	**301**
	FY2024	205	44	18	267
Dion Weisler	**FY2025**	**211**	**36**	**19**	**266**
	FY2024	205	22	18	245
Non-executive Directors that retired in FY2025					
Ken MacKenzie[2]	**FY2025**	**705**	**23**	**16**	**744**
	FY2024	907	67	18	992

1. Other short-term benefits include travel allowances, fringe benefits tax, personal tax return preparation in required countries.
2. The FY2025 remuneration for Ken MacKenzie relates to part of the year only, as he retired from the Board on 31 March 2025.

Equity awards

This table details the Executive KMP equity incentives which were granted, vested or lapsed during the reporting period and were otherwise 'on foot'. Each CDP Deferred Right or LTIP Performance Right is a right to acquire one ordinary share in BHP Group Limited upon satisfaction of the vesting conditions.

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For Executive KMP that commenced as KMP during the reporting period, the 'At 1 July 2024' value reflects the balance at the date they commenced as KMP.

Award type[1]	Date of grant	At 1 July 2024	Granted	Vested[3]	Lapsed/ forfeited	At 30 June 2025	Vesting date (estimate)	Market price on grant date[2]	Market price on vesting date	Gain on awards ('000)	DEP on awards ('000)
Mike Henry											
CDP	8 Nov 24	–	35,042	–	–	35,042	Aug 29	A$43.40	–	–	–
CDP	8 Nov 24	–	35,042	–	–	35,042	Aug 26	A$43.40	–	–	–
CDP	8 Nov 23	43,106	–	–	–	43,106	Aug 28	A$44.70	–	–	–
CDP	8 Nov 23	43,106	–	–	–	43,106	Aug 25	A$44.70	–	–	–
CDP	22 Nov 22	44,335	–	–	–	44,335	Aug 27	A$43.48	–	–	–
CDP	22 Nov 22	44,335	–	44,335	–	–	31 Oct 24	A$43.48	A$42.64	A$1,890	A$331
CDP	23 Nov 21	55,246	–	–	–	55,246	Aug 26	A$38.05	–	–	–
CDP	20 Oct 20	49,692	–	–	–	49,692	Aug 25	A$35.90	–	–	–
LTIP	8 Nov 24	–	127,848	–	–	127,848	Aug 29	A$43.40	–	–	–
LTIP	8 Nov 23	125,124		–	–	125,124	Aug 28	A$44.70	–	–	–
LTIP	22 Nov 22	118,853	–	–	–	118,853	Aug 27	A$43.48	–	–	–
LTIP	23 Nov 21	120,099	–	–	–	120,099	Aug 26	A$38.05	–	–	–
LTIP	20 Oct 20	157,138	–	–	–	157,138	Aug 25	A$35.90	–	–	–
LTIP	20 Nov 19	172,144	–	86,072	86,072	–	31 Oct 24	A$37.24	A$42.64	A$3,670	A$1,492
Brandon Craig											
CDP	8 Nov 24	–	5,835	–	–	5,835	Aug 29	A$43.40	–	–	–
CDP	8 Nov 24	–	5,835	–	–	5,835	Aug 26	A$43.40	–	–	–
LTIP	8 Nov 24	–	47,276	–	–	47,276	Aug 29	A$43.40	–	–	–
MAP	8 Dec 23	23,600	–	–	–	23,600	Aug 28	A$47.74	–	–	–
MAP	8 Dec 23	23,600	–	–	–	23,600	Aug 27	A$47.74	–	–	–
MAP	27 Sep 23	23,600	–	–	–	23,600	Aug 26	A$43.49	–	–	–
MAP	21 Sep 22	19,938	–	–	–	19,938	Aug 25	A$37.96	–	–	–
MAP	29 Sep 21	19,945	–	19,945	–	–	31 Oct 24	A$36.39	A$42.64	A$850	–
Vandita Pant											
CDP	8 Nov 24	–	20,470	–	–	20,470	Aug 29	A$43.40	–	–	–
CDP	8 Nov 24	–	20,470	–	–	20,470	Aug 26	A$43.40	–	–	–
CDP	8 Nov 23	22,682	–	–	–	22,682	Aug 28	A$44.70	–	–	–
CDP	8 Nov 23	22,682	–	–	–	22,682	Aug 25	A$44.70	–	–	–
CDP	22 Nov 22	17,834	–	–	–	17,834	Aug 27	A$43.48	–	–	–
CDP	22 Nov 22	17,834	–	17,834	–	–	31 Oct 24	A$43.48	A$42.64	A$760	A$133
CDP	23 Nov 21	20,347	–	–	–	20,347	Aug 26	A$38.05	–	–	–
LTIP	8 Nov 24	–	60,277	–	–	60,277	Aug 29	A$43.40	–	–	–
LTIP	8 Nov 23	45,632	–	–	–	45,632	Aug 28	A$44.70	–	–	–
LTIP	22 Nov 22	43,296	–	–	–	43,296	Aug 27	A$43.48	–	–	–
LTIP	23 Nov 21	34,440	–	–	–	34,440	Aug 26	A$38.05	–	–	–
MAP	20 Oct 20	27,731	–	–	–	27,731	Aug 25	A$35.90	–	–	–
MAP	20 Nov 19	26,197	–	26,197	–	–	31 Oct 24	A$37.24	A$42.64	A$1,117	A$454
Geraldine Slattery											
CDP	8 Nov 24	–	19,981	–	–	19,981	Aug 29	A$43.40	–	–	–
CDP	8 Nov 24	–	19,981	–	–	19,981	Aug 26	A$43.40	–	–	–
CDP	8 Nov 23	22,870	–	–	–	22,870	Aug 28	A$44.70	–	–	–
CDP	8 Nov 23	22,870	–	–	–	22,870	Aug 25	A$44.70	–	–	–
CDP	22 Nov 22	23,784	–	–	–	23,784	Aug 27	A$43.48	–	–	–
CDP	22 Nov 22	23,784	–	23,784	–	–	31 Oct 24	A$43.48	A$42.64	A$1,014	A$178
CDP	23 Nov 21	28,258	–	–	–	28,258	Aug 26	A$38.05	–	–	–
CDP	20 Oct 20	28,562	–	–	–	28,562	Aug 25	A$35.90	–	–	–
LTIP	8 Nov 24	–	65,004	–	–	65,004	Aug 29	A$43.40	–	–	–
LTIP	8 Nov 23	61,359	–	–	–	61,359	Aug 28	A$44.70	–	–	–
LTIP	22 Nov 22	58,237	–	–	–	58,237	Aug 27	A$43.48	–	–	–
LTIP	23 Nov 21	52,543	–	–	–	52,543	Aug 26	A$38.05	–	–	–
LTIP	20 Oct 20	60,660	–	–	–	60,660	Aug 25	A$35.90	–	–	–
LTIP	20 Nov 19	117,371	–	58,686	58,686	–	31 Oct 24	A$37.24	A$42.64	A$2,502	A$1,017

1. BHP senior management who are not KMP receive long term incentive awards under BHP's MAP (Management Award Plan). This table reflects MAP awards received by Executive KMP prior to commencement as KMP. More information on the MAP can be found in Financial Statements note 26 'Employee share ownership plans'.

2. The IFRS fair value on the grant date in FY2025 for the CDP Deferred Rights was A$44.51 and LTIP Performance Rights was A$26.37.

3. The percentages that vested during FY2025 are as follows: CDP Deferred Rights 100% and LTIP Performance Rights 50%.

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Additional information regarding the prior year incentive awards that are 'on foot' can be found in the Remuneration Report of the relevant year in which the grant was made. There has been no alteration to the terms and conditions of any grants since the grant date. No interests under BHP's employee equity plans are held by related parties of Executive KMP.

BHP's shareholders approved the grant of FY2024 CDP Deferred Rights and 2024 LTIP Performance Rights to the CEO in accordance with ASX Listing Rule 10.14 at the 2024 AGM.

Ordinary shareholdings and transactions

This table shows movements during the reporting period in the number of fully paid ordinary shares of BHP Group Limited held directly, indirectly or beneficially, by each KMP, including their related parties. No shares are held nominally by any KMP or their related parties. These are ordinary shares held without performance conditions or restrictions and are included in MSR calculations for each individual.

For KMP that commenced as KMP during the reporting period, the 'At 1 July 2024' value reflects the shares held at the date they commenced as KMP. For KMP that ceased to be KMP during the reporting period, the 'At 30 June 2025' value reflects the shares held at the date they ceased being KMP.

	At 1 July 2024	Purchased	Received as remuneration	Sold	At 30 June 2025
Executive KMP					
Mike Henry	410,001	–	130,407	62,373	478,035
Brandon Craig	25,665	–	19,945	9,025	36,585
Vandita Pant	170,688	–	44,031	2,784	211,935
Geraldine Slattery[1]	195,011	–	82,470	39,453	238,028
Non-executive Directors					
Xiaoqun Clever-Steg	8,539	1,461	–	–	10,000
Gary Goldberg[2]	18,000	6,000	–	–	24,000
Michelle Hinchliffe	10,107	2,223	–	–	12,330
Don Lindsay	–	10,000	–	–	10,000
Ken MacKenzie[3]	58,446	–	–	–	58,446
Ross McEwan	–	45,000	–	–	45,000
Christine O'Reilly	9,420	1,200	–	–	10,620
Catherine Tanna	10,400	–	–	–	10,400
Dion Weisler	7,544	3,950	–	–	11,494

1. 2,042 of Geraldine Slattery's shares were held in the form of American Depositary Shares.
2. 12,000 of Gary Goldberg's shares were held in the form of American Depositary Shares.
3. Shares shown as held by Ken MacKenzie at 30 June 2025 is the balance held at the date of his retirement from the Board on 31 March 2025.

This Remuneration Report was approved by the Board on 19 August 2025 and signed on its behalf by:

/s/ Christine O'Reilly
Christine O'Reilly
Chair, People and Remuneration Committee
19 August 2025

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Abbreviation	Item	Abbreviation	Item
AGM	Annual General Meeting	KMP	Key Management Personnel
CDP	Cash and Deferred Plan	LTIP	Long Term Incentive Plan
CEO	Chief Executive Officer	MAP	Management Award Plan
DEP	Dividend equivalent payment	MSR	Minimum Shareholding Requirement
ELT	Executive Leadership Team	ROCE	Return on Capital Employed
GHG	Greenhouse gas	S&S	Safety and sustainability
HSEC	Health, safety, environment and community	TSR	Total shareholder return
IFRS	International Financial Reporting Standards		

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Financial Statements

Refer to the pages beginning on page F-1 in this Annual Report

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Additional information

1. Information on mining operations

Minerals Australia

Iron ore mining operations

The following table contains additional details of our iron ore mining operations. This table should be read in conjunction with OFR 6.2 and the production table and reserves and resources tables in Additional information 4 and 6.

Mine & location

WAIO	Pilbara region, Western Australia Newman West (Mt Whaleback, Orebodies 29, 30, 31 and 35) Newman East (Orebodies 24, 25 and 32)
Mt Newman joint venture	
Means of access	Private road Ore transported by Mt Newman JV-owned rail to Port Hedland (427 km)
Type and amount of ownership	BHP Minerals 85% Mitsui-ITOCHU Iron 10% ITOCHU Minerals and Energy of Australia 5%
Operator	BHP
Title, leases or options and acreage involved	Mineral lease granted and held under the Iron Ore (Mount Newman) Agreement Act 1964 expires in 2030 with right to successive renewals of 21 years each ML244SA – approximately 78,934 hectares
History and stage of property	Production stage Production began at Mt Whaleback in 1969 Production from Orebodies 24, 25, 29, 30, 31, 32 and 35 complements production from Mt Whaleback Production from Orebodies 31 and 32 started in 2015 and 2017, respectively Mining at Orebody 18 ceased in 2020 after depletion
Mine type & mineralisation style	Open-cut Bedded ore types classified as per host Archaean or Proterozoic iron formation, which are Brockman and Marra Mamba; iron-rich detrital material is also present
Power source	Power for all mine operations in the Central and Eastern Pilbara is supplied by BHP's natural gas-fired Yarnima power station Power consumed in port operations is supplied via a contract with APA Group
Processing plants and other available facilities	Newman Hub: primary crusher (includes those at Orebodies 18 and 24), ore handling plant, heavy media beneficiation plant, stockyard blending facility, single cell rotary car dumper, train load out (nominal capacity 75 Mtpa) Orebody 25: Ore processing plant (nominal capacity 12 Mtpa) ceased operation mid-FY2022
Key permit conditions	State Agreement contains conditions set by the Western Australian Government, including requirements for future development proposals; environmental compliance and reporting obligations; closure and rehabilitation considerations; local procurement and community plans/initiatives/investment requirements; payment of rent, taxes and government royalties Tenements granted by the Western Australian Government under the Mining Act 1978 (WA) (WA Mining Act) Key permit conditions include resource reporting, environmental compliance and reporting, rehabilitation considerations and offset payments and payment of lease rentals and royalties Registered Indigenous Land Use Agreements with conditions, including appropriate native title compensation and opportunity sharing; enshrine heritage protections and land access rights; and guarantee certain heritage, environment and consultation processes

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Mine & location

WAIO	Pilbara region, Western Australia
Yandi joint venture	
Means of access	Private road Ore transported by Mt Newman JV-owned rail to Port Hedland (316 km) Yandi JV's railway spur links Yandi hub to Mt Newman JV main line
Type and amount of ownership	BHP Minerals 85% ITOCHU Minerals and Energy of Australia 8% Mitsui Iron Ore Corporation 7%
Operator	BHP
Title, leases or options and acreage involved	Mining lease granted pursuant to the Iron Ore (Marillana Creek) Agreement Act 1991 expires in 2033 with 1 renewal right to a further 21 years to 2054 M270SA – approximately 30,344 hectares
History and stage of property	Production stage Production began at the Yandi mine in 1992 Capacity of Yandi hub expanded between 1994 and 2013 Yandi commenced production ramp down activity in FY2022
Mine type & mineralisation style	Open-cut Channel iron deposits are Cainozoic fluvial sediments
Power source	Power for all mine operations in the Central and Eastern Pilbara is supplied by BHP's natural gas-fired Yarnima power station Power consumed in port operations is supplied via a contract with APA Group
Processing plants and other available facilities	2 primary crushers, 1 ore handling plant, stockyard blending facility and 1 train load out (nominal capacity 20 Mtpa) Decommissioning of additional facilities, including 2 ore handling plants, 2 primary crushers and 1 train load out, is ongoing as part of planned ramp down activities
Key permit conditions	State Agreement contains conditions set by the Western Australian Government, including requirements for future development proposals; environmental compliance and reporting obligations; closure and rehabilitation considerations; local procurement and community plans/initiatives/investment requirements; payment of rent, taxes and government royalties Tenements granted by the Western Australian Government under the WA Mining Act Key permit conditions include resource reporting, environmental compliance and reporting, rehabilitation considerations and offset payments and payment of lease rentals and royalties Registered Indigenous Land Use Agreements with conditions, including appropriate native title compensation and opportunity sharing; enshrine heritage protections and land access rights; and guarantee certain heritage, environment and consultation processes

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Mine & location

WAIO	Pilbara region, Western Australia
	Jimblebar
	Bill's Hill, Eastern Syncline and Mt Helen (jointly called Western Ridge deposits)
Jimblebar operation*	
Means of access	Private road
	Jimblebar ore is transported via overland conveyor (12.4 km) and by Mt Newman JV-owned rail to Port Hedland (428 km)
	The Western Ridge deposits are located close to Newman Operations and all production will be trucked and/or transported via overland conveyor
Type and amount of ownership	BHP Minerals 85%
	ITOCHU Minerals and Energy of Australia 8%
	Mitsui & Co. Iron Ore Exploration & Mining 7%
	*Jimblebar is an 'incorporated' venture with the above companies holding A Class Shares with rights to certain parts of mining lease 266SA held by BHP Iron Ore (Jimblebar) Pty Ltd (BHPIOJ)
	BHP Minerals holds 100% of the B Class Shares, which has rights to all other Jimblebar assets
Operator	BHP
Title, leases or options and acreage involved	Mining lease granted pursuant to the Iron Ore (McCamey's Monster) Agreement Authorisation Act 1972 expires in 2030 with rights to successive renewals of 21 years each
	M266SA – approximately 51,756 hectares
History and stage of property	Production stage
	Production began in March 1989
	From 2004, production was transferred to Wheelarra JV as part of the Wheelarra sublease agreement
	This sublease agreement expired in March 2018
	Ore was first produced from the newly commissioned Jimblebar Hub in late 2013
	Jimblebar sells ore to the Newman JV proximate to the Jimblebar Hub
	Production at Western Ridge commenced in FY2022
Mine type & mineralisation style	Open-cut
	Bedded ore types classified as per host Archaean or Proterozoic banded iron formation, which are Brockman and Marra Mamba; iron-rich detrital material is also present
Power source	Power for all mine operations in the Central and Eastern Pilbara is supplied by BHP's natural gas-fired Yarnima power station
	Power consumed in port operations is supplied via a contract with APA Group
Processing plants and other available facilities	3 primary crushers, ore handling plant, train loadout, stockyard blending facility and supporting mining hub infrastructure (nominal capacity 71 Mtpa)
	Production from the Western Ridge deposits will be processed through a new crusher (under construction) and existing processing facility for Newman operations
Key permit conditions	State Agreement contains conditions set by the Western Australian Government, including requirements for future development proposals; environmental compliance and reporting obligations; closure and rehabilitation considerations; local procurement and community plans/initiatives/investment requirements; payment of rent, taxes and government royalties
	Tenements granted by the Western Australian Government under the WA Mining Act
	Key permit conditions include resource reporting, environmental compliance and reporting, rehabilitation considerations and offset payments and payment of lease rentals and royalties
	Registered Indigenous Land Use Agreement with conditions, including appropriate native title compensation and opportunity sharing; enshrine heritage protections and land access rights; and guarantee certain heritage, environment and consultation processes

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Mine & location

WAIO	Pilbara region, Western Australia
	Yarrie
	Nimingarra
	Mining Area C
	South Flank
Mt Goldsworthy joint venture	
Means of access	Private road
	Yarrie and Nimingarra iron ore transported by Mt Goldsworthy JV-owned rail to Port Hedland (218 km)
	Mining Area C and South Flank iron ore transported by Mt Newman JV-owned rail to Port Hedland (360 km)
	South Flank iron ore transported by overland conveyors (8–16 km) to the Mining Area C processing hub
	Mt Goldsworthy JV railway spur links Mining Area C and South Flank to Yandi JV's railway spur
Type and amount of ownership	BHP Minerals 85%
	Mitsui Iron Ore Corporation 7%
	ITOCHU Minerals and Energy of Australia 8%
Operator	BHP
Title, leases or options and acreage involved	1 mineral lease and 1 mining lease both granted pursuant to the Iron Ore (Goldsworthy – Nimingarra) Agreement Act 1972, expire in 2035, with rights to successive renewals of 21 years each. ML251SA and M263SA – approximately 15,623 hectares
	A number of smaller mining leases granted under the WA Mining Act expire in 2026 with rights to successive renewals of 21 years. 5 leases – approximately 2,999 hectares
	3 mineral leases granted under the Iron Ore (Mount Goldsworthy) Agreement Act 1964, which expire 2028, with rights to successive renewals of 21 years each
	ML235SA, ML249SA and ML281SA – approximately 91,124 hectares
History and stage of property	Production stage
	Operations commenced at Mt Goldsworthy in 1966 and at Shay Gap in 1973
	Original Goldsworthy mine closed in 1982
	Associated Shay Gap mine closed in 1993
	Mining at Nimingarra mine ceased in 2007, then continued from adjacent Yarrie area
	Production commenced at Mining Area C mine in 2003
	Yarrie mine operations were suspended in February 2014
	First ore at South Flank commenced in May 2021

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Mine type & mineralisation style	Mining Area C, South Flank, Yarrie and Nimingarra are open-cut Bedded ore types classified as per host Archaean or Proterozoic iron formation, which are Brockman, Marra Mamba and Nimingarra; iron-rich detrital material is also present
Power source	Power for Yarrie and Shay Gap is supplied by their own small diesel generating stations Power for all remaining mine operations in the Central and Eastern Pilbara is supplied by BHP's natural gas-fired Yarnima power station Power consumed in port operations is supplied via a contract with APA Group
Processing plants and other available facilities	Mining Area C: 2 primary crushers, 2 ore handling plants, stockyard blending facility and train load out (nominal capacity 64 Mtpa) South Flank: 2 primary crushers, 1 ore handling plant, stockyard and blending facility and train load out (nominal capacity 80 Mtpa)
Key permit conditions	State Agreements contain conditions set by the Western Australian Government, including requirements for future development proposals; environmental compliance and reporting obligations; closure and rehabilitation considerations; local procurement and community plans/initiatives/investment requirements; payment of rent, taxes and government royalties Tenements granted by the Western Australian Government under the WA Mining Act Key permit conditions include resource reporting, environmental compliance and reporting, rehabilitation considerations and offset payments and payment of lease rentals and royalties Registered Indigenous Land Use Agreements with conditions, including appropriate native title compensation and opportunity sharing; enshrine heritage protections and land access rights; and guarantee certain heritage, environment and consultation processes

Mine & location

WAIO	Pilbara region, Western Australia
POSMAC joint venture	
Means of access	Private road POSMAC JV sells ore to Mt Goldsworthy JV at Mining Area C Ore is transported via Mt Goldsworthy JV-owned rail and Mt Newman JV-owned rail to Port Hedland Mt Goldsworthy JV railway spur links Mining Area C to Yandi JV's railway spur
Type and amount of ownership	BHP Minerals 65% ITOCHU Minerals and Energy of Australia 8% Mitsui Iron Ore Corporation 7% POS-Ore 20%
Operator	BHP
Title, leases or options and acreage involved	Sublease over part of Mt Goldsworthy Mining Area C mineral lease that expires on the earlier of termination of the mineral lease or the end of the POSMAC JV ML281SA – approximately 56,335 hectares
History and stage of property	Production stage Production commenced in October 2003 POSMAC JV sells all ore to Mt Goldsworthy JV at Mining Area C

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Mine type & mineralisation style	Open-cut Bedded ore types classified as per host Archaean or Proterozoic iron formation, which is Marra Mamba
Power source	Power for all mine operations in the Central and Eastern Pilbara is supplied by BHP's natural gas-fired Yarnima power station Power consumed in port operations is supplied via a contract with APA Group
Processing plants and other available facilities	POSMAC sells all ore to Mt Goldsworthy JV, which is then processed at Mining Area C
Key permit conditions	Key permit conditions of POSMAC joint venture are captured within the Mount Goldsworthy joint venture key permit conditions outlined above

Coal mining operations

The following table includes details about our mining operations as at 30 June 2025.

This table should be read in conjunction with OFR 6.3 and the production table and reserves and resources tables in Additional information 4 and 6.

Mine & location

BHP Mitsubishi Alliance	Bowen Basin, Queensland, Australia Goonyella Riverside Broadmeadow Caval Ridge Peak Downs Saraji and Saraji South mines
Central Queensland Coal Associates joint venture	
Means of access	Public road Coal transported by rail to Hay Point Coal Terminal Distances between the mines and port are between 191 km and 212 km
Type and amount of ownership	BHP 50% Mitsubishi Development 50%
Operator	BMA
Title, leases or options and acreage involved	Mining leases, including undeveloped tenements, have expiry dates ranging up to 2045, renewable for further periods as Queensland Government legislation allows Approximately 79,752 hectares Mining is permitted to continue under the legislation during the renewal application period All required renewal applications were lodged and pending a decision from the Minister

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History and stage of property	Production stage Goonyella mine commenced in 1971, merged with adjoining Riverside mine in 1989 Operates as Goonyella Riverside Production commenced at: • Peak Downs in 1972 • Saraji in 1974 • Norwich Park in 1979 • Broadmeadow (longwall operations) in 2005 • Caval Ridge in 2014 Production at Saraji South (formerly Norwich Park) ceased in May 2012. Since October 2022, limited product has been sourced from Saraji South for processing at Saraji
Mine type & mineralisation style	All open-cut except Broadmeadow (longwall underground) Bituminous coal is mined from the Permian Moranbah Coal measures Products range from premium-quality, low-volatile, high-vitrinite hard coking coal to medium-volatile hard coking coal and medium ash thermal coal as a secondary product
Power source	Queensland electricity grid connection is under long-term contracts and energy purchased under Renewable Power arrangements and Retail Agreements
Processing plants and other available facilities	On-site beneficiation processing facilities Combined nominal capacity of 81 Mtpa ROM at 4% moisture basis
Key permit conditions	Key permit conditions are contained in the various legislation set by the Queensland Government and include conditions relating to carrying out works in accordance with the environmental authority and approved development plans, payment of rents, reporting and payment of royalties. Mining leases granted under the Central Queensland Coal Associates Agreement Act 1968 place an extraction cap of 1,823 Mt
Mine & location	
New South Wales Energy Coal	Approximately 126 km northwest of Newcastle, New South Wales, Australia
Mt Arthur Coal	
Means of access	Public road Coal transported by third-party rail
Type and amount of ownership	BHP 100%
Operator	BHP
Title, leases or options and acreage involved	New South Wales Energy Coal holds 10 mining leases, 2 subleases and 1 exploration licence Total mining leases approximately 8,750 hectares
History and stage of property	Production stage Production commenced in 2002 (previous operations dating to the early 1960s) Approval to expand mining granted in 2010 with an additional area also granted by an approval modification in 2014 In FY2022, BHP announced our decision to transition Mt Arthur Coal to closure in 2030, based on the mine reaching the end of its economic life. In FY2025, BHP gained approval from the NSW Government to extend mining activities at Mt Arthur Coal for an additional four years, from July 2026 to June 2030
Mine type & mineralisation style	Open-cut Produces a medium rank bituminous thermal coal
Power source	New South Wales electricity grid connection under a deemed long-term contract and energy purchased via a Retail Agreement
Processing plants and other available facilities	Beneficiation facilities: coal handling, preparation, washing plants Nominal capacity in excess of 23 Mtpa

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Key permit conditions	The approval to extend mining activities until June 2030 contains key conditions on coal extraction, transport limits and rehabilitation requirements under the Mining Act 1992

Nickel mining operations

The following table contains additional details of our mining operations. This table should be read in conjunction with OFR 6.5 and the production table and reserves and resources tables in Additional information 4 and 6.

Mine & location

Nickel West	450 km north of Kalgoorlie, Western Australia Mt Keith Mine Mt Keith Satellite Mine (Yakabindie)
Mt Keith mine and concentrator	
Means of access	Private road Nickel concentrate transported by road to Leinster for drying and on-shipping
Type and amount of ownership	BHP 100%
Operator	BHP
Title, leases or options and acreage involved	Mining leases granted by Western Australian Government Key leases expire between 2029 and 2036 First renewal of 21 years is as a right. Further renewals at government discretion Mt Keith mining leases approximately 9,240 hectares Mt Keith satellite mining leases approximately 3,835 hectares
History and stage of property	Production stage Commissioned in 1995 by WMC Acquired in 2005 as part of WMC acquisition Mt Keith satellite mine contains 2 open-pit mines: Six Mile Well and Goliath, both in full production Nickel West operations transitioned to temporary suspension in the period ending 31 December 2024
Mine type & mineralisation style	Open-cut Disseminated textured magmatic nickel-sulphide mineralisation associated with a metamorphosed ultramafic intrusion
Power source	On-site third-party gas-fired turbines and renewable solar generation with backup from diesel engine generation Contracts expire in December 2038 Natural gas sourced and transported under separate long-term contracts
Processing plants and other available facilities	Concentration plant with a nominal capacity of 11 Mtpa of ore
Key permit conditions	Use of the land for the purposes set out by the Western Australian Government under granted mining tenements and broadly comprise of submission of detailed mining proposals; payment of royalties, annual rent to the State Government; rates to relevant local governments; compliance with environmental regulations and mine closure requirements and other reporting obligations. Existing mining operations are also subject to an Indigenous Land Use Agreement (ILUA), which includes commitments for payments made to trust accounts; Indigenous employment and business opportunities; heritage and cultural protections

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Mine & location	
Nickel West	375 km north of Kalgoorlie, Western Australia Venus sub-level caving operation B11 block caving operation Camelot open-pit mine Rocky's Reward open-pit mine
Leinster mine complex and concentrator	
Means of access	Public road Nickel concentrate shipped by road and rail to Kalgoorlie Nickel Smelter
Type and amount of ownership	BHP 100%
Operator	BHP
Title, leases or options and acreage involved	Mining leases granted by Western Australian Government Key leases expire between 2025 and 2040 Renewals of principal mineral lease in accordance with State Agreement ratified by the Nickel (Agnew) Agreement Act 1974 Leinster mining leases approximately 6,325 hectares Camelot mining leases approximately 2,353 hectares
History and stage of property	Production stage Production commenced in 1979 Acquired in 2005 as part of WMC acquisition Leinster underground ceased operations in 2013 and recommenced operations in 2016 with Venus sub-level cave now in operation and B11 block cave developing its undercut and draw points Rocky's Reward open-pit mine ceased mining in 2021 Nickel West operations transitioned to temporary suspension in the period ending 31 December 2024
Mine type & mineralisation style	Open-cut and underground Steeply dipping disseminated and massive textured nickel-sulphide mineralisation associated with metamorphosed ultramafic lava flows and intrusions
Power source	On-site third-party gas-fired turbines and renewable solar generation with back up from diesel engine generation Contracts expire in December 2038 Natural gas sourced and transported under separate long-term contracts
Processing plants and other available facilities	Concentration plant with a nominal capacity of 3 Mtpa of ore
Key permit conditions	Use of the land for the purposes set out by the Western Australian Government under the Nickel (Agnew) Agreement Act 1974 and granted mining tenements and broadly comprise of submission of detailed mining proposals; payment of royalties, annual rent to the State Government; rates to relevant local governments; compliance with environmental regulations and mine closure requirements and other reporting obligations. Existing mining operations are also subject to an Indigenous Land Use Agreement (ILUA), which includes commitments for payments made to trust accounts; Indigenous employment and business opportunities; heritage and cultural protections

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Mine & location	
Nickel West	450 km north of Kalgoorlie, Western Australia
Cliffs mine	
Means of access	Private road Nickel ore transported by road to Leinster or Mt Keith for further processing
Type and amount of ownership	BHP 100%
Operator	BHP
Title, leases or options and acreage involved	Mining leases granted by Western Australian Government Key leases expire between 2026 and 2046 First renewal of 21 years is as of right. Further renewals at government discretion Mining leases approximately 2,675 hectares
History and stage of property	Production stage Production commenced in 2008 Acquired in 2005 as part of WMC acquisition Nickel West operations transitioned to temporary suspension in the period ending 31 December 2024
Mine type & mineralisation style	Underground Steeply dipping massive textured nickel-sulphide mineralisation associated with metamorphosed ultramafic lava flows
Power source	Supplied from Mt Keith
Processing plants and other available facilities	Mine site
Key permit conditions	Use of the land for the purposes set out by the Western Australian Government under granted mining tenements and broadly comprise of submission of detailed mining proposals; payment of royalties, annual rent to the State Government; rates to relevant local government; compliance with environmental regulations and mine closure requirements and other reporting obligations. Existing mining operations are also subject to an Indigenous Land Use Agreement (ILUA), which includes commitments for payments made to trust accounts; Indigenous employment and business opportunities; heritage and cultural protections

Mine & location	
West Musgrave Project	Musgrave Province, Western Australia
Means of access	Public road
Type and amount of ownership	BHP 100%
Operator	BHP
Title, leases or options and acreage involved	The Project contemplates 2 copper and nickel deposits (Babel pit and Nebo pit) within the West Musgrave Ranges of Western Australia Mining lease granted by Western Australian Government Key mining lease expires 2043 First renewal of 21 years is as a right. Further renewals at government discretion Development Envelope of 20,852 hectares

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History and stage of property	Scoping studies completed in 2017 Pre-feasibility study completed by OZ Minerals and Cassini Resources Ltd in 2020 Acquired by OZ Minerals in October 2020 Final investment decision in September 2022 Acquired in 2023 as part of OZ Minerals acquisition West Musgrave Project transitioned to temporary suspension in the period ending 31 December 2024
Mine type & mineralisation style	Open-pit (still in project stage) Magmatic nickel and copper sulphide
Power source	Currently supplied by diesel generation during temporary suspension
Processing plants and other available facilities	Crushing, vertical roller mill, flotation producing separate nickel and copper concentrates (still in project stage)
Key permit conditions	Use of the land for the purposes set out by the Western Australian Government under granted mining tenements and broadly comprise of submission of detailed mining proposals; payment of royalties, annual rent to the State Government; rates to relevant local government; compliance with environmental regulations and mine closure requirements and other reporting obligations. Existing mining operations are also subject to a Mining Agreement with the Native Title holders which includes commitments for payments made to trust accounts; Indigenous employment and business opportunities; heritage and cultural protections

Nickel smelters, refineries and processing plants

Smelter, refinery or processing plant

Nickel West	56 km south of Kalgoorlie, Western Australia
Kambalda nickel concentrator	
Ownership	BHP 100%
Operator	BHP
Title, leases or options	Mineral leases granted by Western Australian Government Key leases expire in 2028 with no right of renewal Mining leases approximately 242 hectares
Key permit conditions	Use of the land for the purposes set out by the Western Australian Government under granted mining tenements and broadly comprise of submission of detailed mining proposals; payment of royalties, annual rent to the State Government; rates to relevant local government; compliance with environmental regulations and mine closure requirements and other reporting obligations
Product	Concentrate containing approximately 13% nickel
Power source	On-site third-party gas-fired turbines supplemented by access to grid power Contracts expire in December 2038 Natural gas sourced and transported under separate long-term contracts
Nominal production capacity	1.6 Mtpa ore Nickel sourced through ore tolling and concentrate purchase arrangements with third parties in Kambalda and outer regions Nickel West operations transitioned to temporary suspension in the period ending 31 December 2024

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Smelter, refinery or processing plant	
Nickel West	Kalgoorlie, Western Australia
Kalgoorlie nickel smelter	
Ownership	BHP 100%
Operator	BHP
Title, leases or options	Freehold title over the property
Key permit conditions	Payment of rates to relevant local government, compliance with environmental regulations and mine closure requirements and other reporting obligations
Product	Matte containing approximately 65% nickel
Power source	On-site third-party gas-fired turbines supplemented by access to grid power Contracts expire in December 2038 Natural gas sourced and transported under separate long-term contracts
Nominal production capacity	110 ktpa nickel metal in matte Nickel West operations transitioned to temporary suspension in the period ending 31 December 2024

Smelter, refinery or processing plant	
Nickel West	30 km south of Perth, Western Australia
Kwinana nickel refinery	
Ownership	BHP 100%
Operator	BHP
Title, leases or options	Freehold title over the property
Key permit conditions	Payment of rates to relevant local government, compliance with environmental regulations and mine closure requirements and other reporting obligations
Product	London Metal Exchange grade nickel briquettes, nickel powder Also intermediate products, including copper sulphide, cobalt-nickel-sulphide, ammonium sulphate Nickel sulphate containing approximately 22% nickel
Power source	Power is sourced from the local grid, which is supplied under a retail contract, supplemented by a Power Purchase Agreement with Merredin Solar Farm for 50% of its output
Nominal production capacity	82.5 ktpa nickel metal in powder, briquettes and nickel sulphate (with approval to increase up to 90 ktpa) 99 kt–100 kt nickel sulphate (approximately 22 kt–24 kt nickel) Nickel West operations transitioned to temporary suspension in the period ending 31 December 2024

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Copper South Australia

Copper mining operations

The following table contains additional details of our mining operations. This table should be read in conjunction with OFR 6.1 and the production table and reserves and resources tables in Additional Information 4 and 6.

Mine & location	
Olympic Dam	560 km northwest of Adelaide, South Australia
Means of access	Public road Copper cathode trucked to ports Uranium oxide trucked to ports Gold bullion transported by road and plane
Type and amount of ownership	BHP 100%
Operator	BHP
Title, leases or options and acreage involved	Special Mining Lease (SML1) granted by South Australian Government (pursuant to the Roxby Downs (Indenture Ratification) Act 1982 (Indenture Act) expires in 2036 Approximately 17,788 hectares Right of extension for 50 years (subject to remaining mine life)
History and stage of property	Production stage Acquired in 2005 as part of Western Mining Corporation (WMC) acquisition Copper production began in 1988 Nominal milling capacity raised to 9 Mtpa in 1999 New copper solvent extraction plant commissioned in 2004 Major smelter maintenance campaigns completed in 2017 and 2022 Nominal milling capacity raised to 11Mtpa in 2023
Mine type & mineralisation style	Underground Large poly-metallic deposit of iron oxide-copper-uranium-gold mineralisation
Power source	Electricity transmitted via BHP's 275 kV power line from Port Augusta and ElectraNet's system upstream of Port Augusta Power is sourced from the local grid, which is supplied under a retail contract, supplemented by Power Purchase Agreement with Iberdrola.
Processing plants and other available facilities	Underground automated train and trucking network feeding crushing, storage and ore hoisting facilities 2 grinding circuits Nominal milling capacity of 11 Mtpa Flash furnace produces copper anodes, which are then refined to produce copper cathodes Electrowon copper cathode and uranium oxide concentrate produced by leaching and solvent extracting flotation tailings Gold cyanide leach circuit and gold room producing gold and silver bullion

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Key permit conditions	The Roxby Downs (Indenture Ratification) Act 1982 (Indenture Act) applies to Olympic Dam's operations. It contains conditions from the South Australian Government, including relating to the protection and management of the environment; water; closure and rehabilitation considerations; local procurement and community plans, initiatives, project commitments; and payment of royalties The Olympic Dam operations rely on an impact assessment for operations conducted in 1997 (1997 EIS) At a Commonwealth level, Olympic Dam relies on an exemption from the Environment Protection Biodiversity Conservation Act 1999 (EPBC Act) based on the 1997 EIS under the Environmental Reform (Consequential Provisions) Act 1999

Mine & location

Carrapateena	470 km northwest of Adelaide, South Australia
Means of access	60 km private access road Copper concentrate (containing gold and silver) trucked to ports
Type and amount of ownership	BHP 100%
Operator	BHP
Title, leases or options and acreage involved	The Carrapateena Project holds a mining lease (ML 6471) and 5 miscellaneous purposes licences (MPL 149, 152, 153, 154 and 156), which were granted by the South Australian Government and expire in January 2039, with the exception of MPL 149 which expires in July 2038 Approximately 44,144 hectares in size across all 6 tenements An application for tenement extensions can be made within 6 months of the tenement expiry date
History and stage of property	2011 – OZ Minerals acquired Carrapateena exploration project 2019 – First saleable concentrate produced 2020 – 4.25 Mtpa ramp up achieved 2020 – Block Cave expansion approved 2020 – New 270 km transmission line to Prominent Hill via Carrapateena commissioned 2022 – Cave propagated to surface 2023 – Acquired as part of OZ Minerals acquisition 2024 – Commissioning of Crusher Station 2 2025 – Commissioning of the Hydrofloat Project
Mine type & mineralisation style	Underground Iron oxide copper gold mineralisation
Power source	Electricity transmitted via private high voltage power line supplied by ElectraNet under a Build Own Operate Maintain (BOOM) agreement that is part of the Transmission Connection Agreement (TCA) Power is sourced from the local grid, which is supplied under a retail agreement
Processing plants and other available facilities	Conventional crushing, grinding and flotation on mine site Nominal milling capacity of ~7 Mtpa
Key permit conditions	The SA Mining Act and associated Mining Regulations 2020 (SA) apply to the Carrapateena operations. Each tenement document (either ML or MPL) in conjunction with the operation's Program for Environment Protection and Rehabilitation (PEPR), MPEPR2024/009 outlines the conditions from the South Australian Government that must be complied with, including those relating to the protection and management of the environment, water, closure and rehabilitation. The Carrapateena operations are also approved by the Federal Government under the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act) and as such has further conditions regarding nationally threatened flora and fauna species.

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Mine & location

Prominent Hill	650 km northwest of Adelaide, South Australia
Means of access	Mine access road (45 km off Stuart Highway) Copper concentrate (containing gold and silver) transported by road and rail
Type and amount of ownership	BHP 100%
Operator	BHP
Title, leases or options and acreage involved	Mining lease ML 6228 granted by South Australian Government expires in August 2041 Miscellaneous purpose licences (MPL 81, 82, 83, 84, 91, 93, 94, 96, 97, 101, 112 to 117 and 119 to 122) and extractive mineral leases (EML 6234, 6236 to 6242, 6278 to 6296, 6299 to 6301) which were granted by the South Australian Government and expire in August 2041 Approximately 11,401 hectares across all 51 tenements
History and stage of property	2009 – Malu open-pit mine commissioned 2012 – Ankata underground mine expansion commissioned 2015 – Malu underground mine expansion commissioned 2017 – Expansion of the underground operation with new northern decline (Liru) 2018 – Malu open-pit mine safely closed after more than 100 Mt of ore mined over 10 years 2019 – Underground ramp up to 4.0 Mt 2019 – Prominent Hill expansion study commenced 2021 – Wira shaft mine expansion investment approved 2022 – Decision to increase the electric hoisting shaft's capacity from 6 Mtpa to 6.5 Mtpa 2023 – Acquired as part of OZ Minerals acquisition 2025 – Wira shaft sink completed
Mine type & mineralisation style	Underground Iron oxide copper gold mineralisation
Power source	Electricity transmitted via a private high voltage power line is supplied by ElectraNet under a Build Own Operate Maintain (BOOM) agreement that is part of the Transmission Connection Agreement (TCA) and BHP's 132kV power line to Prominent Hill at a junction point close to the Olympic Dam mine Power is sourced from the local grid, which is supplied under a retail agreement
Processing plants and other available facilities	Conventional crushing, semi-autogenous grinding (SAG) and ball mill grinding circuit and flotation processing plant on site Nameplate capacity of 10 Mtpa
Key permit conditions	The SA Mining Act and associated Mining Regulations 2020 (SA) apply to the Prominent Hill operations. Each tenement document (either ML or MPL) in conjunction with the operation's Program for Environment Protection and Rehabilitation (PEPR), MPEPR2022/137 outlines the conditions from the South Australian Government that must be complied with including those relating to the protection and management of the environment, water, closure and rehabilitation The Prominent Hill operations are also approved by the Federal Government under the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act) and as such have further conditions regarding nationally threatened flora and fauna species.

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Minerals Americas

Copper mining operations

The following table contains additional details of our mining operations. This table should be read in conjunction with OFR 6.1 and the production table and reserves and resources tables in Additional information 4 and 6.

Mine & location	
Escondida	Atacama Desert 170 km southeast of Antofagasta, Chile
Means of access	Private road available for public use Copper cathode transported by rail to ports at Antofagasta and Mejillones Copper concentrate transported by Escondida-owned pipelines to its Coloso port facilities
Type and amount of ownership	BHP 57.5% Rio Tinto 30% JECO Corporation 10% JECO 2 Ltd 2.5%
Operator	BHP
Title, leases or options and acreage involved	Mining concession from Chilean Government valid indefinitely (subject to payment of annual fees) Mining concessions (exploitation) approximately 380,000 hectares
History and stage of property	Production stage Original construction completed and production commenced in 1990 Start of operations of the third concentrator plant in 2015 Inauguration of Escondida Water Supply desalination plant (CY2018) and its extension (CY2019) Full SaL, a BHP designed technology, achieved first production at Escondida in FY2025
Key permit conditions	Mining companies in Chile must obtain environmental approvals for their projects, issued by the Environmental Assessment Agency (SEA), in order to operate, plus all applicable permits from sectorial agencies Depending on the particular impacts of the project to be assessed, approvals can be obtained following a full Environmental Impact Study (EIA) or after a less complex Environmental Impact Declaration (DIA)
Mine type & mineralisation style	2 open-cut pits: Escondida and Escondida Norte Escondida and Escondida Norte mineral deposits are adjacent but distinct supergene enriched porphyry copper deposits
Power source	Electricity is sourced from 100% renewable sources and certified by the Chilean Electricity Authority (Coordinador Eléctrico Nacional – CEN) Renewable power purchase agreements (PPAs) with third parties supply approximately 99% of Escondida electricity needs with the balance supplied by Tamakaya SpA (100% owned by BHP) Escondida-owned transmission lines connect to Chile's national power grid
Processing plants and other available facilities	Crushing facilities feed concentrator and leaching processes 3 concentrator plants produce copper concentrate from sulphide ore by flotation extraction process (by-products: gold and silver) and a tailings storage facility 2 solvent extraction and electrowinning plants produce copper cathode Nominal capacity: 422 ktpd (nominal milling capacity) and 350 ktpa copper cathode (nominal capacity of tank house) 2 x 168 km concentrate pipelines, 167 km water pipeline Port facilities at Coloso, Antofagasta Desalinated water plant (total water capacity of 3,800 litres per second)

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Mine & location	
Pampa Norte Spence	Atacama Desert 162 km northeast of Antofagasta, Chile
Means of access	Public road Copper cathode transported by rail to ports at Mejillones and Antofagasta Copper concentrate transported by rail or trucks to port in Mejillones Molybdenum concentrate is transported by trucks
Type and amount of ownership	BHP 100%
Operator	BHP
Title, leases or options and acreage involved	Mining concession from Chilean Government valid indefinitely (subject to payment of annual fees) Mining concessions (exploitation): approximately 44,000 hectares
History and stage of property	Production stage First copper cathode produced in 2006 Spence Growth Option (i.e. the 95 ktpd copper concentrator and molybdenum plants) produced first copper concentrate in December 2020 and first molybdenum in April 2022
Key permit conditions	Mining companies in Chile must obtain environmental approvals for their projects, issued by the Environmental Assessment Agency (SEA), in order to operate, plus all applicable permits from sectoral agencies Depending on the impacts of the project to be assessed, approvals can be obtained following a full Environmental Impact Study (EIA) or after a less complex instrument called Environmental Impact Declaration (DIA)
Mine type & mineralisation style	Open-cut Enriched and oxidised porphyry copper deposit containing in situ copper oxide mineralisation that overlies a near-horizontal sequence of supergene sulphides, transitional sulphides and finally primary (hypogene) sulphide mineralisation
Power source	Electricity is sourced from 100% renewable sources and certified by the Chilean Electricity Authority (Coordinador Eléctrico Nacional – CEN) Renewable power purchase agreements (PPAs) with third parties supply most of Spence electricity needs. The remainder is supplied by Tamakaya SpA (100% owned by BHP) Spence-owned transmission lines connect to Chile's national power grid
Processing plants and other available facilities	Crushing facilities feed concentrator and leaching processes 1 copper concentrator plant with 95 ktpd capacity (by-products: gold and silver), molybdenum plant and a 1,000 litres per second desalinated water plant under a Build Own Operate Transfer (BOOT) agreement and a tailings storage facility Dynamic leach pads, solvent extraction and electrowinning plant Nominal capacity of tank house: 200 ktpa copper cathode

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Mine & location	
Pampa Norte Cerro Colorado	Atacama Desert 120 km east of Iquique, Chile
Means of access	Public road Copper cathode trucked to port at Iquique
Type and amount of ownership	BHP 100%
Operator	BHP
Title, leases or options and acreage involved	Mining concession from Chilean Government valid indefinitely (subject to payment of annual fees) Transitioned to care and maintenance in December 2023. Mining concessions (exploitation): approximately 34,000 hectares
History and stage of property	Production stage Commercial production commenced in 1994 Expansions in 1996 and 1998 Cerro Colorado entered temporary care and maintenance stage in December 2023
Key permit conditions	Mining companies in Chile must obtain environmental approvals for their projects, issued by the Environmental Assessment Agency (SEA), in order to operate, plus all applicable permits from sectoral agencies Depending on the impacts of the project to be assessed, approvals can be obtained following a full Environmental Impact Study (EIA) or after a less complex instrument called Environmental Impact Declaration (DIA) Mining companies in Chile that enter a care and maintenance period must obtain approval of a Temporary Closure Plan, sectorial permit, from Sernageomin (Mining Authority). This permit is initially granted for a period of 2 years and is renewable for an additional period of up to 3 years
Mine type & mineralisation style	Open-cut Enriched and oxidised porphyry copper deposit containing in situ copper oxide mineralisation that overlies a near-horizontal sequence of supergene sulphides, transitional sulphides and finally primary (hypogene) sulphide mineralisation
Power source	Electricity sourced from 100% renewable sources and certified by the Chilean Electricity Authority (Coordinador Eléctrico Nacional – CEN) Electricity purchased from external vendors
Processing plants and other available facilities	Crushing facilities, dynamic leach pads, solvent extraction plant, electrowinning plant Nominal capacity of tank house: 130 ktpa copper cathode

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Mine & location

Antamina	Andes mountain range, Peru Mine: San Marcos – Ancash, 270 km northeast of Lima Port: Huarmey – Ancash, 300 km north of Lima
Means of access	Public road Copper and zinc concentrates transported by Antamina-owned pipeline to its Punta Lobitos port Molybdenum and lead/bismuth concentrates transported by truck
Type and amount of ownership	BHP 33.75% Glencore 33.75% Teck 22.5% Mitsubishi 10%
Operator	Compañía Minera Antamina S.A.
Title, leases or options and acreage involved	Mining rights from Peruvian Government held indefinitely, subject to payment of annual fees and supply of information on investment and production Total acreage: approximately 6,600 hectares
History and stage of property	Production stage Commercial production commenced in 2001
Key permit conditions	During FY2024, the National Environmental Certification Service (SENACE) approved Antamina's Modification of the Environmental Impact Assessment (MEIA 1), allowing the extension of the mine's operational life from CY2028 to CY2036, within its current operational footprint as at the date of this report. In FY2025, Antamina advanced the implementation of the commitments outlined in MEIA 1
Mine type & mineralisation style	Open-cut Zoned porphyry and skarn deposit with central copper dominated ores and an outer band of copper-zinc dominated ores
Power source	Contracts with individual power producers
Processing plants and other available facilities	Primary crusher, concentrator, copper and zinc flotation circuits, bismuth/moly cleaning circuit Nominal milling capacity 145 ktpd 304 km concentrate pipeline Port facilities at Huarmey

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Mine & location	
Resolution	Superior/Project: Pinal – Arizona 100 km east of Phoenix, United States
Means of access	Public road
Type and amount of ownership	BHP 45% Rio Tinto 55% (operator)
Operator	Resolution Copper Mining LLC
Title, leases or options and acreage involved	Private land, patented and unpatented mining claims Total acreage: approximately 46,000 acres
History and stage of property	Exploration stage Resolution deposit is within the footprint of and adjacent to the historical Magma Copper Mine Resolution non-operated joint venture (NOJV) formed in 2004 with Rio Tinto as operator
Key permit conditions	The Resolution Copper project is subject to a federal permitting process pursuant to the National Environmental Policy Act (NEPA) and other US legislation, including requirements for consultation, coordination and collaboration with Native American Tribes The NEPA process is led by the US Forest Service. The Final Environmental Impact Statement (FEIS) required by NEPA was published in June 2025 and is subject to an objection process prior to a final Record of Decision being published, expected late 2025 (subject to any legal challenges). The publication of the FEIS was also a prerequisite for the land exchange (LEX) with the US Government to secure land critical for the project, under the 2014 Land Exchange Act. The FEIS and LEX remain under ongoing litigation The Resolution Copper Project is also required to obtain several state and local permits, including air quality and groundwater protection permits
Mine type & mineralisation style	Underground Porphyry copper and molybdenum deposit
Power source	115 kV power lines to East and West Plant sites with supply contract with Salt River Project
Processing plants and other available facilities	Water treatment and reverse osmosis plant, 2 active underground shafts with associated support infrastructure, including hoisting, ventilation and cooling, and a rail corridor connecting the site to the national rail network

Mine & location	
Vicuña	San Juan Province of Argentina and Atacama Region of Chile 150 km southeast of Copiapó, Chile
Means of access	Private road
Type and amount of ownership	50% BHP 50% Lundin Mining
Operator	Vicuña Corp.
Title, leases or options and acreage involved	Exploration and exploitation mining rights in Argentina and in Chile Total acreage: approximately 117,116 hectares

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History and stage of property	Exploration stage The Vicuña project is targeting the integrated development of the Josemaria and the Filo del Sol copper-gold-silver deposits The Filo del Sol deposit is located predominantly in the San Juan Province of Argentina, extending into the Atacama Region of Chile. Filo Corp., the prior owner of Filo del Sol, completed a pre-feasibility study for the standalone development of the oxide component of the Filo del Sol deposit in CY2024 The Josemaria deposit is located approximately 10 km from Filo del Sol, entirely within the San Juan Province, Argentina. A feasibility study for Josemaria as a standalone project was completed in November 2020 by Josemaria Resources (prior to Lundin Mining's acquisition of the deposit) and an Environmental Social Impact Assessment was approved by the Mining Authority of San Juan, Argentina, in April 2022 In March 2022, following the discovery of the high-grade Aurora Zone, BHP acquired an initial 5 per cent equity interest in Filo Corp, which owned 100 per cent of Filo del Sol. BHP completed additional incremental equity investments in Filo Corp between 2022 and 2025, increasing our ownership to approximately 6 per cent. In FY2025, BHP and Lundin Mining completed the joint acquisition of the remaining interest of Filo Corp. Concurrent to the acquisition of Filo Corp., BHP and Lundin Mining formed Vicuña Corp., a 50/50 independently operated joint venture, to hold Josemaria and Filo del Sol. Josemaria was previously 100 per cent owned by Lundin Mining. Lundin Mining contributed its interest in the Josemaria deposit to the joint venture for a cash payment from BHP
Key permit conditions	Vicuña is subject to a range of permitting requirements, predominantly led by the Province of San Juan
Mine type & mineralisation style	Open-pit Porphyry-epithermal copper-gold-silver deposits
Power source	Power generated on-site
Processing plants and other available facilities	1,000-person camp established on-site at Batidero Administrative offices in the city of San Juan, San Juan Province, Argentina Vicuña corporate head office in Vancouver, British Columbia, Canada

Iron ore mining operations

The following table contains additional details of our mining operations. This table should be read in conjunction with OFR 6.2 and the production table and reserves and resources tables in Additional information 4 and 6.

Mine & location

Samarco	Southeast Brazil Samarco mine: Mariana – Minas Gerais, 130 km southeast of Belo Horizonte Port: Anchieta – Espírito Santo, 520 km east of Belo Horizonte
Means of access	Public road Iron ore pellets exported via Samarco port facilities – Ubu Port
Type and amount of ownership	BHP Brasil Ltda. 50% Vale S.A. 50%
Operator	Samarco Mineração S.A.
Title, leases or options and acreage involved	Mining concessions granted by Brazilian Government subject to compliance with the mine plan Samarco recommenced iron ore pellet production in December 2020, having met licensing requirements to restart operations at its Germano complex in Minas Gerais and its Ubu complex in Espírito Santo Mining rights for approximately 1,605 hectares

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History and stage of property	Production stage Production began at Germano mine in 1977 and at Alegria complex in 1992 Second pellet plant built in 1997 Third pellet plant, second concentrator and second pipeline built in 2008 Fourth pellet plant, third concentrator and third pipeline built in 2014
Key permit conditions	Samarco obtained an operating licence (LOC – Corrective Operating Licence) for the resumption of operations In June 2025, Samarco obtained the long-term licence. The licence encompasses planned expansion of the mining area as well as the development of new infrastructure for waste and tailings stacked disposal in piles, which allows the company to reach 100% production capacity, subject to investment approvals. A future licence will be required for the continuity of the business encompassing further tailings stacked disposal areas
Mine type & mineralisation style	Open-cut Itabirites (metamorphic quartz-hematite rock) and friable hematite ores
Power source	Samarco holds interests in 2 hydroelectric power plants, which supply part of its electricity needs. The remainder is purchased from the free electricity market
Processing plants and other available facilities	Facilities currently operating include 2 concentrators, a system of tailings disposal combining a confined pit and filtration plant for dry stacking of sandy tailings, beneficiation plants, pipelines, 2 pellet plants Nominal milling capacity 93 ktpd (for 2 concentrators) 400 kms concentrate pipeline Port facilities at Anchieta (Espírito Santo)

Other mining operations

The following table contains additional details of our mining operations. This table should be read in conjunction with OFR 6.4 and the production table and reserves and resources tables in Additional information 4 and 6.

Mine & location	
Jansen (under construction)	Province of Saskatchewan Approximately 140 km east of Saskatoon, Canada
Means of access	Public road Muriate of Potash (MOP) to be transported by rail to the port at Westshore Terminal in Delta, British Columbia, Canada
Type and amount of ownership	BHP 100%
Operator	BHP
Title, leases or options and acreage involved	Total area of Jansen lease is approximately 1,120 km^2 All surface lands have been acquired
History and stage of property	Development stage Stage 1 under construction Stage 2 in early stages of construction
Key permit conditions	Jansen potash project received Ministerial approval under the Saskatchewan Environmental Assessment Act Following approval, various federal, provincial and municipal permits have been or will be obtained for construction and operation of facilities
Mine type & mineralisation style	Underground The Lower Patience Lake (LPL) sub-member is the potash horizon targeted for Jansen. The LPL sub-member is a bedded evaporite composed of sylvite (KCl), halite (NaCl) with variable amounts of disseminated insoluble and clay seams

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Power source	Electricity transmitted via BHP's 230 kV substation and upstream provincial power utility system
Processing plants and other available facilities	Mill, buildings and other facilities and infrastructure are under construction

Mine & location

Pedra Branca	Água Azul do Norte, Pará Approximately 160 km from Marabá and 900 km from Belém in the state of Pará, Brazil
Means of access	Public road From Água Azul to Parauapebas from highway (PA 150) to be transported by train to the port of Itaqui in São Luiz, state of Maranhão, Brazil
Type and amount of ownership	BHP 100%
Operator	OZ Minerals Brasil
Title, leases or options and acreage involved	Property belongs to OZ Minerals Brasil
History and stage of property	2018 – OZ Minerals acquired mine operator Avanco Resources, including projects in the Carajás Copper Region and the Gurupi Greenstone Belt 2019 – Construction commenced 2020 – First developmental ore sent to Antas for processing 2021 – Commencement of underground mining in Pedra Branca and inaugural resource identification announcement in Santa Lúcia 2022 – Ramped up to full production 2023 – Acquisition of OZ Minerals by BHP 2024 – Santa Lucia project permitting process granted by SEMAS – environment agency of Pará State 2024 – Sale of gold assets (Gurupi Greenstone Belt) to G Mining Ventures Corp. 2025 – BHP continued strategic review of OZ Minerals' copper assets in the Carajás region of Brazil
Key permit conditions	Closure plan to be updated in accordance with requirements of ANM (n° 68/2021) when the life of mine changes Annual environmental report (RIAA) required to be submitted in accordance with the activities developed for the mine production
Mine type & mineralisation style	Underground Iron oxide copper gold deposit. High-grade zones of semi-massive and breccia style mineralisation. Dominant chalcopyrite (copper mineralisation)
Power source	Electricity supplied via a 5 MW transmission line
Processing plants and other available facilities	Material is processed in Antas Norte Plant, in the municipality of Curionópolis Plant capacity is 800 ktpa and tailings are deposited in the exhausted mine existing on-site Mill, buildings and other facilities and infrastructure are in the Curionópolis municipality

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2. Financial information summary

We prepare our Consolidated Financial Statements in accordance with International Financial Reporting Standards (IFRS), as issued by the International Accounting Standards Board. We publish our Consolidated Financial Statements in US dollars. All Consolidated Income Statement, Consolidated Balance Sheet and Consolidated Cash Flow Statement information below has been derived from audited Financial Statements.

>For more information refer to the Financial Statements.

Some information in this section has been presented on a Continuing operations basis to exclude the contribution from Discontinued operations.

Year ended 30 June US$M	2025	2024	2023	2022	2021
Consolidated Income Statement (Financial Statements 1.1)					
Revenue	**51,262**	55,658	53,817	65,098	56,921
Profit from operations	**19,464**	17,537	22,932	34,106	25,515
Profit after taxation from Continuing operations	**11,143**	9,601	14,324	22,400	13,676
Profit/(loss) after taxation from Discontinued operations	**–**	–	–	10,655	(225)
Profit after taxation from Continuing and Discontinued operations attributable to BHP shareholders (Attributable profit)	**9,019**	7,897	12,921	30,900	11,304
Profit after taxation from Continuing operations attributable to BHP shareholders	**9,019**	7,897	12,921	20,245	11,529
Dividends per ordinary share – paid during the period (US cents)	**124.0**	152.0	265.0	350.0	156.0
Dividends per ordinary share – determined in respect of the period (US cents)	**110.0**	146.0	170.0	325.0	301.0
In specie dividend on merger of Petroleum with Woodside (US cents)	**–**	–	–	386.4	–
Basic earnings per ordinary share (US cents)[1]	**177.8**	155.8	255.2	610.6	223.5
Diluted earnings per ordinary share (US cents)[1]	**177.4**	155.5	254.7	609.3	223.0
Basic earnings from Continuing operations per ordinary share (US cents)[1]	**177.8**	155.8	255.2	400.0	228.0
Diluted earnings from Continuing operations per ordinary share (US cents)[1]	**177.4**	155.5	254.7	399.2	227.5
Number of ordinary shares (million)[1]					
- At period end	**5,076**	5,072	5,066	5,062	5,058
- Weighted average	**5,073**	5,068	5,064	5,061	5,057
- Diluted	**5,083**	5,077	5,073	5,071	5,068
Consolidated Balance Sheet (Financial Statements 1.3)[2]					
Total assets	**108,790**	102,362	101,296	95,166	108,927
Net assets	**52,218**	49,120	48,530	48,766	55,605
Share capital (including share premium)	**5,015**	4,899	4,737	4,638	2,686
Total equity attributable to BHP shareholders	**47,665**	44,811	44,496	44,957	51,264
Consolidated Cash Flow Statement (Financial Statements 1.4)					
Net operating cash flows[3]	**18,692**	20,665	18,701	32,174	27,234
Capital and exploration expenditure[4,5]	**9,794**	9,273	7,083	7,545	7,120
Other financial information (OFR 13)					
Net debt[5]	**12,924**	9,120	11,166	333	4,121
Underlying attributable profit[5]	**10,157**	13,660	13,420	23,815	17,077
Underlying attributable profit – Continuing operations[5]	**10,157**	13,660	13,420	21,319	16,985
Underlying EBITDA[5]	**25,978**	29,016	27,956	40,634	35,073
Underlying EBIT[5]	**20,240**	23,631	22,820	34,436	29,853
Underlying basic earnings per share (US cents)[5]	**200.2**	269.5	265.0	470.6	337.7
Underlying basic earnings per share – Continuing operations (US cents)[5]	**200.2**	269.5	265.0	421.2	335.9
Underlying return on capital employed (per cent)[5]	**20.6**	27.2	28.8	48.7	32.5

1. For more information on earnings per share refer to Financial Statements note 7 ‘Earnings per share’.

2. The Consolidated Balance Sheet for comparative periods includes the associated assets and liabilities in relation to Blackwater and Daunia mines (disposed in FY2024), Petroleum (merger with Woodside in FY2022), BMC and Cerrejón (both disposed in FY2022) as IFRS 5 ‘Non-current Assets Held for Sale and Discontinued Operations’ does not require the Consolidated Balance Sheet to be restated for comparative periods.

3. Net operating cash flows are after dividends received, net interest paid, proceeds and settlements of cash management related instruments, net taxation paid and includes Net operating cash flows from Discontinued operations.

4. Capital and exploration and evaluation expenditure is presented on a cash basis and represents purchases of property, plant and equipment plus exploration and evaluation expenditure from the Consolidated Cash Flow Statement and includes purchases of property, plant and equipment plus exploration and evaluation expenditure from Discontinued operations. Exploration and evaluation expenditure is capitalised in accordance with our accounting policies, as set out in Financial Statements note 11 ‘Property, plant and equipment’.

5. We use non-IFRS financial information to reflect the underlying performance of the Group. Underlying attributable profit, Underlying basic earnings per share and Underlying return on capital employed includes Continuing and Discontinued operations. Refer to OFR 13 for a reconciliation of non-IFRS financial information to their respective IFRS measure. Refer to OFR 13.1 for the definition and method of calculation of non-IFRS financial information. Refer to Financial Statements note 21 ‘Net debt’ for the composition of Net debt.

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3. Financial information by commodity

Management believes the following financial information presented by commodity provides a meaningful indication of the underlying financial performance of the assets, including equity accounted investments, of each reportable segment. Information relating to assets that are accounted for as equity accounted investments is shown to reflect BHP's share, unless otherwise noted, to provide insight into the drivers of these assets.

For the purposes of this financial information, segments are reported on a statutory basis in accordance with IFRS 8/AASB 8 'Operating Segments'. The tables for each commodity include an 'adjustment for equity accounted investments' to reconcile the equity accounted results to the statutory segment results.

>For a reconciliation of non-IFRS financial information to respective IFRS measures and an explanation as to the use of Underlying EBITDA in assessing our performance refer to OFR 13. For the definition and method of calculation of non-IFRS financial information refer to OFR 13.1. For more information as to the statutory determination of our reportable segments refer to Financial Statements note 1 'Segment reporting'.

Year ended 30 June 2025 US$M	Revenue[2]	Underlying EBITDA[3]	Underlying EBIT[3]	Exceptional items[4]	Net operating assets[3]	Capital expenditure	Exploration gross	Exploration to profit[5]
Copper								
Escondida	13,177	8,593	7,558		14,093	2,390		
Pampa Norte[6]	2,726	1,270	696		5,051	675		
Antamina[7]	1,562	1,002	827		1,661	395		
Copper South Australia[8]	4,655	1,936	1,247		17,337	1,205		
Other[7]	127	(100)	(174)		2,742	201		
Total Copper from Group production	22,247	12,701	10,154	–	40,884	4,866		
Third-party products	1,845	91	91	–	–	–		
Total Copper	24,092	12,792	10,245	–	40,884	4,866	142	142
Adjustment for equity accounted investments[7]	(1,562)	(466)	(289)	–	–	(474)	(3)	(3)
Total Copper statutory result	22,530	12,326	9,956	–	40,884	4,392	139	139
Iron Ore								
Western Australia Iron Ore	22,767	14,394	12,171		20,959	2,609		
Samarco[9]	–	–	–		(5,522)	–		
Other	124	(2)	(28)		(185)	8		
Total Iron Ore from Group production	22,891	14,392	12,143	(321)	15,252	2,617		
Third-party products	28	4	4	–	–	–		
Total Iron Ore	22,919	14,396	12,147	(321)	15,252	2,617	104	65
Adjustment for equity accounted investments	–	–	–	–	–	–	–	–
Total Iron Ore statutory result	22,919	14,396	12,147	(321)	15,252	2,617	104	65
Coal								
BHP Mitsubishi Alliance	3,422	591	101		6,536	402		
New South Wales Energy Coal[10]	1,773	303	193		(121)	106		
Other	–	(173)	(203)		(58)	17		
Total Coal from Group production	5,195	721	91	–	6,357	525		
Third-party products	–	–	–	–	–	–		
Total Coal	5,195	721	91	–	6,357	525	15	4
Adjustment for equity accounted investments[10]	(149)	(148)	(124)	–	–	–	–	–
Total Coal statutory result	5,046	573	(33)	–	6,357	525	15	4
Group and unallocated items								
Potash	–	(284)	(286)		8,524	1,642	1	1
Western Australia Nickel[11]	758	(589)	(589)		(210)	176	28	28
Other[12]	9	(444)	(955)		(2,020)	46	109	109
Total Group and unallocated items	767	(1,317)	(1,830)	(455)	6,294	1,864	138	138
Inter-segment adjustment	–	–	–	–	–	–	–	–
Total Group	51,262	25,978	20,240	(776)	68,787	9,398	396	346

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Year ended 30 June 2024 US$M	Revenue[2]	Underlying EBITDA[3]	Underlying EBIT[3]	Exceptional items[4]	Net operating assets[3]	Capital expenditure	Exploration gross	Exploration to profit[5]
Copper								
Escondida	10,013	5,759	4,821		13,113	1,806		
Pampa Norte[6]	2,375	896	468		4,843	721		
Antamina[7]	1,478	968	746		1,498	437		
Copper South Australia[8]	4,085	1,568	928		16,498	1,048		
Other[7]	72	(176)	(228)		416	136		
Total Copper from Group production	18,023	9,015	6,735	–	36,368	4,148		
Third-party products	2,021	74	74	–	–	–		
Total Copper	20,044	9,089	6,809	–	36,368	4,148	216	215
Adjustment for equity accounted investments[7]	(1,478)	(525)	(285)	–	–	(437)	(3)	(2)
Total Copper statutory result	18,566	8,564	6,524	–	36,368	3,711	213	213
Iron Ore								
Western Australia Iron Ore	27,805	18,964	16,902		20,597	2,026		
Samarco[9]	–	–	–		(6,606)	–		
Other	122	(48)	(74)		(179)	7		
Total Iron Ore from Group production	27,927	18,916	16,828	(3,066)	13,812	2,033		
Third-party products	25	(3)	(3)	–	–	–		
Total Iron Ore	27,952	18,913	16,825	(3,066)	13,812	2,033	86	41
Adjustment for equity accounted investments	–	–	–	–	–	–	–	–
Total Iron Ore statutory result	27,952	18,913	16,825	(3,066)	13,812	2,033	86	41
Coal								
BHP Mitsubishi Alliance[13]	5,873	1,914	1,394		6,725	533		
New South Wales Energy Coal[10]	1,945	502	408		(211)	100		
Other	–	(27)	(50)		(42)	14		
Total Coal from Group production	7,818	2,389	1,752	880	6,472	647		
Third-party products	–	–	–	–	–	–		
Total Coal	7,818	2,389	1,752	880	6,472	647	14	3
Adjustment for equity accounted investments[10]	(152)	(99)	(75)	–	–	(1)	–	–
Total Coal statutory result	7,666	2,290	1,677	880	6,472	646	14	3
Group and unallocated items								
Potash	–	(255)	(257)		6,138	1,090	1	1
Western Australia Nickel[11]	1,473	(302)	(374)		(6)	1,254	50	58
Other[12]	1	(194)	(764)		(1,421)	82	93	93
Total Group and unallocated items	1,474	(751)	(1,395)	(3,908)	4,711	2,426	144	152
Inter-segment adjustment	–	–	–	–	–	–	–	–
Total Group	55,658	29,016	23,631	(6,094)	61,363	8,816	457	409

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1. Group profit before taxation comprised Underlying EBITDA of US$25,978 million (FY2024: US$29,016 million), exceptional items, depreciation, amortisation and impairments of US$6,514 million (FY2024: US$11,479 million) and net finance costs of US$1,111 million (FY2024: US$1,489 million).

2. Total revenue from energy coal sales, including BMA and NSWEC, was US$1,652 million (FY2024: US$1,873 million).

3. For more information on the reconciliation of non-IFRS financial information to our statutory measures, reasons for usefulness and calculation methodology, please refer OFR 13 ‘Non-IFRS financial information’ in the Annual Report.

4. Excludes exceptional items relating to Net finance costs US$458 million and Income tax benefit US$96 million (FY2024: Net finance costs US$506 million and Income tax benefit US$837 million).

5. Includes US$ nil (FY2024: US$10 million) of exploration expenditure previously capitalised, written off as impaired (included in depreciation and amortisation).

6. Includes Spence and Cerro Colorado. Cerro Colorado entered temporary care and maintenance in December 2023.

7. Antamina, SolGold, Vicuña and Resolution (the latter three included in Other) are equity accounted investments and their financial information presented above reflects BHP Group’s share, with the exception of net operating assets that represents the Group’s carrying value of investments accounted for using the equity method. Group and Copper level information is reported on a statutory basis which reflects the application of the equity accounting method in preparing the Group financial statements – in accordance with IFRS. Underlying EBITDA of the Group and the Copper segment, includes D&A, net finance costs and taxation expense of US$466 million (FY2024: US$525 million) related to equity accounted investments.

8. Includes Olympic Dam, Prominent Hill and Carrapateena.

9. Samarco is an equity accounted investment. All financial impacts following the Samarco dam failure have been reported as exceptional items in both reporting periods and net operating assets represents predominantly the Group’s carrying value of the provision related to the Samarco dam failure.

10. Includes Newcastle Coal Infrastructure Group (NCIG) which is an equity accounted investment and its financial information presented above, with the exception of net operating assets, reflects BHP Group’s share. Total Coal statutory result excludes the contribution related to NCIG until future profits exceed accumulated losses.

11. Western Australia Nickel is comprised of the Nickel West operations and the West Musgrave project, both of which transitioned into temporary suspension in December 2024.

12. Other includes functions, other unallocated operations including legacy assets and consolidation adjustments. Revenue not attributable to reportable segments comprises the sale of freight and fuel to third parties, as well as revenues from unallocated operations. Exploration and technology activities are recognised within relevant segments.

13. On 2 April 2024 BHP and Mitsubishi Development Pty Ltd (MDP) completed the divestment of the Blackwater and Daunia mines (which were part of BMA) to Whitehaven Coal. The Group’s share of Revenue, Underlying EBITDA, D&A, Underlying EBIT and Capital expenditure is included within BMA in the comparative period.

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4. Production

The table below details our mineral and derivative product production for all operations for the three years ended 30 June 2025, 2024 and 2023. Unless otherwise stated, the production numbers represent our share of production and include BHP's share of production from which profit is derived from our equity accounted investments. Production information for equity accounted investments is included to provide insight into the operational performance of these entities.

For information on minerals pricing during the past three years refer to OFR 9

	BHP interest	BHP share of production[1] Year ended 30 June		
	%	**2025**	2024	2023
Copper[2]				
Payable metal in concentrate (kt)				
Escondida, Chile[3]	57.5	**1,127.2**	926.7	832.7
Pampa Norte, Chile[4]	100	**150.6**	150.3	125.3
Copper South Australia, Australia[5]	100	**101.9**	106.3	19.9
Antamina, Peru[6]	33.75	**118.9**	143.9	138.4
Carajás, Brazil[7]	100	**9.4**	8.2	1.6
Total		**1,508.0**	1,335.4	1,117.9
Cathode (kt)				
Escondida, Chile[3]	57.5	**177.7**	198.6	222.6
Pampa Norte, Chile[4]	100	**117.0**	115.3	163.5
Copper South Australia, Australia[5]	100	**214.0**	215.7	212.5
Total		**508.7**	529.6	598.6
Total copper (kt)		**2,016.7**	1,865.0	1,716.5
Lead				
Payable metal in concentrate (t)				
Antamina, Peru[6]	33.75	**2,232**	332	657
Total		**2,232**	332	657
Zinc				
Payable metal in concentrate (t)				
Antamina, Peru[6]	33.75	**108,607**	103,392	125,048
Total		**108,607**	103,392	125,048
Gold				
Payable metal in concentrate (troy oz)				
Escondida, Chile[3]	57.5	**169,075**	181,061	189,095
Pampa Norte, Chile[4]	100	**12,980**	13,280	26,811
Copper South Australia, Australia[5]	100	**172,565**	163,061	32,736
Carajás, Brazil[7]	100	**7,306**	5,558	1,153
Total		**361,926**	362,960	249,795
Refined gold (troy oz)				
Copper South Australia, Australia[5]	100	**188,658**	207,123	186,029
Total		**188,658**	207,123	186,029
Total gold (troy oz)		**550,584**	570,083	435,824
Silver				
Payable metal in concentrate (troy koz)				
Escondida, Chile[3]	57.5	**6,858**	5,446	5,074
Pampa Norte, Chile[4]	100	**1,823**	1,654	1,318
Copper South Australia, Australia[5]	100	**913**	1,134	201
Antamina, Peru[6]	33.75	**4,162**	3,359	3,885
Total		**13,756**	11,593	10,478
Refined silver (troy koz)				
Copper South Australia, Australia[5]	100	**1,017**	995	1,089
Total		**1,017**	995	1,089
Total silver (troy koz)		**14,773**	12,588	11,567

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	BHP interest	BHP share of production[1] Year ended 30 June		
	%	**2025**	2024	2023
Uranium				
Payable metal in concentrate (t)				
Copper South Australia, Australia[5]	100	**3,154**	3,603	3,406
Total		**3,154**	3,603	3,406
Molybdenum				
Payable metal in concentrate (t)				
Pampa Norte, Chile[4]	100	**694**	794	990
Antamina, Peru[6]	33.75	**2,279**	1,822	1,172
Total		**2,973**	2,616	2,162
Iron Ore				
Production (kt)[8]				
Newman Joint Venture, Australia	85	**54,218**	58,102	56,945
Area C Joint Venture, Australia	85	**119,110**	105,868	107,375
Yandi Joint Venture, Australia	85	**15,890**	17,855	21,410
Jimblebar, Australia[9]	85	**67,381**	73,111	66,801
Total Western Australia Iron Ore		**256,599**	254,936	252,531
Samarco, Brazil[6]	50	**6,382**	4,748	4,512
Total iron ore		**262,981**	259,684	257,043
Steelmaking coal				
Production (kt)[10]				
Blackwater, Australia [11]	50	**0**	3,572	5,055
Goonyella Riverside, Australia	50	**5,837**	6,434	8,310
Peak Downs, Australia	50	**4,574**	4,217	5,480
Saraji, Australia	50	**4,073**	3,287	4,596
Daunia, Australia[11]	50	**0**	1,513	1,989
Caval Ridge, Australia	50	**3,526**	3,252	3,590
Total BHP Mitsubishi Alliance (BMA)		**18,010**	22,275	29,020
Total steelmaking coal		**18,010**	22,275	29,020
Energy coal				
Production (kt)				
New South Wales Energy Coal, Australia	100	**15,036**	15,368	14,172
Total energy coal		**15,036**	15,368	14,172
Nickel				
Saleable production (kt)				
Western Australia Nickel, Australia[12, 13]	100	**30.2**	81.6	80.0
Total		**30.2**	81.6	80.0
Cobalt				
Saleable production (t)				
Western Australia Nickel, Australia[12, 13]	100	**450**	734	752
Total		**450**	734	752

Throughout this table figures in italics indicate that this figure has been adjusted since it was previously reported.

1. BHP share of production includes the Group's share of production for which profit is derived from our equity accounted investments, unless otherwise stated.

2. Metal production is reported on the basis of payable metal.

3. Shown on 100 per cent basis. BHP interest in saleable production is 57.5 per cent.

4. The year ended 30 June 2025 includes production from Spence only. The year ended 30 June 2024 includes 11kt from Cerro Colorado, which entered temporary care and maintenance in December 2023. The year ended 30 June 2023 includes production from both Spence and Cerro Colorado.

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5. The years ended 30 June 2025 and 30 June 2024 include Olympic Dam, Prominent Hill and Carrapateena. The year ended 30 June 2023 includes Olympic Dam and two months of production from Prominent Hill and Carrapateena from 1 May 2023, following the acquisition of OZ Minerals on 2 May 2023.

6. For statutory financial reporting purposes, this is an equity accounted investment. We have included production numbers from our equity accounted investments as the level of production and operating performance from these operations impacts Underlying EBITDA of the Group. Our use of Underlying EBITDA is explained in OFR 4.3.

7. The year ended 30 June 2023 includes two months of production from 1 May 2023, following the acquisition of OZ Minerals on 2 May 2023.

8. Iron ore production is reported on a wet tonnes basis.

9. Presented on 100 per cent basis. BHP interest in saleable production is 85 per cent.

10. Steelmaking coal production is reported on the basis of saleable product. Production figures may include some thermal coal.

11. BHP completed the sale of the Blackwater and Daunia mines on 2 April 2024. Production reported until their divestment on 2 April 2024.

12. Nickel contained in matte and refined nickel metal, including briquette, powder, nickel sulphate and by-product streams.

13. Western Australia Nickel ramped down and entered temporary suspension in December 2024.

5. Major projects

We continue to make progress at Jansen with Jansen Stage 1 (JS1) now 68 per cent complete. We estimate capital expenditure for JS1 to increase from US$5.7 billion to be in the range of US$7.0 billion to US$7.4 billion (including contingencies) and first production to revert to the original schedule of mid-CY2027. The estimated cost increase is driven by inflationary and real cost escalation pressures, design development and scope changes, and our current assessment of lower productivity outcomes over the construction period. We expect to update the market on JS1's timing and optimised capital expenditure estimate in the second half of FY2026. In FY2026, underground and surface construction works will continue, including structural, mechanical and electrical activities for the dry and wet mill areas.

Jansen Stage 2 (JS2) is 11 per cent complete. We have decided to extend the execution of JS2 by two years, shifting first production from FY2029 to FY2031, as part of our regular review of capex sequencing under the Capital Allocation Framework.

JS2's capital expenditure remains under review and we expect to update the market on JS2's optimised capital expenditure estimate in the second half of FY2026.

Commodity	Project and ownership	Project scope/capacity	Capital expenditure US$M	First production target date	Progress
Potash	Jansen Stage 1 (Canada) 100%	Design, engineering and construction of an underground potash mine and surface infrastructure, with capacity to produce 4.15 Mtpa	Currently under review Expected range is 7,000 – 7,400	Currently under review Expected date may revert to original project timeline of mid-CY2027	Approved in August 2021 Project is 68% complete[1]
Potash	Jansen Stage 2 (Canada) 100%	Development of additional mining districts, completion of the second shaft hoist infrastructure, expansion of processing facilities and addition of rail cars to facilitate production of an incremental 4.36 Mtpa	Currently under review	Currently under review. Expected date may extend by two years to FY2031	Approved in October 2023 Project is 11% complete

Footnotes

1. Jansen Stage 1 completion percentage has been re-baselined since our Q3 FY25 Operational Review.

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6. Mineral resources and mineral reserves

Our mineral resources and mineral reserves presented in this annual report have been prepared in accordance with US Securities and Exchange Commission (SEC) regulations Subpart 1300 of Regulation S-K (S-K 1300).

Mineral resource is a concentration or occurrence of material of economic interest in or on the Earth's crust in such form, grade or quality, and quantity that there are reasonable prospects for economic extraction. A mineral resource is a reasonable estimate of mineralisation, considering relevant factors such as cut-off grade, likely mining dimensions, location or continuity, that, with the assumed and justifiable technical and economic conditions, is likely to, in whole or in part, become economically extractable. It is not merely an inventory of all mineralisation drilled or sampled.

Our mineral resources have been classified as measured, indicated or inferred depending on the level of geological certainty and confidence in the estimates, as defined in Item 1300 of S-K 1300.

Mineral reserve is an estimate of tonnage and grade or quality of indicated and measured mineral resources that, in the opinion of the qualified person, can be the basis of an economically viable project. More specifically, it is the economically mineable part of a measured or indicated mineral resource, which includes diluting materials and allowances for losses that may occur when the material is mined or extracted.

Our mineral reserves have been classified as proven and probable depending on the mineral resource classification and level of confidence in the assumptions, as defined in Item 1300 of S-K 1300.

To estimate mineral reserves, assumptions are required about a range of technical and economic factors, including quantities, qualities, production and processing techniques, recovery efficiency, production and transport costs, commodity supply and demand, commodity prices and exchange rates. Estimating the quantity and/or quality of mineral reserves requires the size, shape and depth of ore bodies to be determined by analysing geological data such as drilling samples and geophysical survey interpretations. Economic assumptions used to estimate reserves may change from period to period as additional technical, financial and operational data becomes available.

Our mineral resources and mineral reserves are constrained to tenure that we have rights to. Our mineral leases are of sufficient duration (or convey a legal right to renew for sufficient duration) to enable all reserves on the leased properties to be mined in accordance with current production schedules. Reserves may include areas where some additional approvals remain outstanding, however it is anticipated these approvals will be obtained within the timeframe required by the current life-of-mine schedules.

Presentation of mineral resources and mineral reserves

Mineral resources and mineral reserves are presented at the proportion attributable to our economic interest and represent estimates as at 30 June 2025. Mineral resources are presented exclusive of mineral reserves. The specific point of reference and commodity prices defining the mineral resources and mineral reserves estimates are provided in the footnotes associated with each of the mineral resources and mineral reserves tables. Quantities of mineral reserves and mineral resources are reported in million metric tonnes (Mt). Tonnes are reported as dry metric tonnes (unless otherwise stated). All tonnes and quality information have been rounded, small differences may be present in the totals. Refer to the glossary for definitions of technical terms relating to mineral resources, mineral reserves, geology, mining or related matters and abbreviations.

Our mineral resources and mineral reserves presented in this annual report differ from the Mineral Resources and Ore Reserves we report in our home jurisdiction of Australia. The jurisdiction of Australia requires reporting in accordance with the Australian Stock Exchange (ASX) listing rules and the Australasian Code for reporting of Exploration Results, Mineral Resources and Ore Reserves, December 2012 (the JORC Code).

A key difference in the estimation of our resources and reserves pursuant to the ASX listing rules and S-K 1300 are the economic inputs, commodity prices and cost assumptions. Estimates we report in accordance with the ASX listing rules are generally based on cost forecasts and internally generated, projected long-term commodity prices and current operating costs or costs used in studies for development projects.

S-K 1300 requires mineral resources and mineral reserves estimates to be based on reasonable and justifiable commodity prices selected by a qualified person. Further, the prices must provide a reasonable basis for establishing the prospects of economic extraction for mineral resources. Commodity price estimates included in this report are based on historical average commodity prices, which may differ from the price estimates used in the estimation of our resources and reserves pursuant to the ASX listing rules. Our mineral resources are based on the third-quartile average monthly prices over the timeframe of 1 July 2021 to 30 June 2024, unless otherwise stated. Our mineral reserves are based on the second-quartile average monthly prices over the timeframe of 1 July 2021 to 30 June 2024, unless otherwise stated. Exceptions are described in the footnotes associated with each of the mineral resources or mineral reserves tables.

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Unless otherwise stated, the estimates included in this report are based on average costs over the timeframe of 1 July 2021 to 30 June 2024 for production-stage properties or, for development-stage properties, costs are determined from first principles.

For non-operated properties in which we have an economic interest, the commodity prices and costs used are as the operator has advised.

The qualified persons consider that the use of historic prices and costs are appropriate to demonstrate economic viability of the mineral resources and mineral reserves. The prices are factual and the time interval is of sufficient duration to consider a range of price fluctuations. The commodity prices used to estimate the mineral resources and mineral reserves are included as footnotes to the mineral resources and mineral reserves tables.

Internal controls and assurance programs

We have internal controls over our mineral resources and mineral reserves estimation efforts that are designed to produce reasonable and reliable estimates aligned with industry practice and our regulatory reporting requirements. The governance for our estimation efforts is located at both the asset and the BHP Group level within our Resource Centre of Excellence, an internal assurance team independent of our qualified persons and BHP employees who are responsible for the estimations. The assets provide first-line assurance on estimates through peer review and validation processes. The Resource Centre of Excellence is responsible for assurance over the processes implemented by the assets as they relate to mineral resources and mineral reserves estimations and the compiling of the mineral resources and mineral reserves estimates to be reported in accordance with S-K 1300.

Our internal controls utilise management systems, including, but not limited to, formal quality assurance and quality control processes, standardised procedures, workflow processes, data security covering record keeping, chain of custody and data storage, supervision and management approval, reconciliations, internal and external reviews and audits.

Our internal requirements and standards provide the basis for the governance over the estimation and reporting of mineral resources and mineral reserves and provide technical guidance to all reporting assets. These internal requirements and standards are periodically reviewed and updated for alignment with industry practice and reporting regulations.

Our internal controls for exploration data, as they relate to mineral resources and mineral reserves estimations, are managed by our operating assets with assurance provided by the Resource Centre of Excellence. These controls include, but are not limited to:

- Documented procedures and standards defining minimum requirements on critical aspects to support exploration and resource development programs.
- Peer review of data collection including staged sign off by reviewers.
- Quality control checks on drill hole positions, collar and down hole surveys.
- Geological logs verified by either peer review or cross validation from other data sources, such as, sample analysis, downhole geophysical logging, core photography or scanning technologies.
- Sample security protocols at all stages of handling, from sample collection, transportation, preparation and analysis, including the storage of core or pulps post analysis.
- Industry standard practices for sample analysis quality control. Insertion of standards, duplicates, and blanks into sample batches at a frequency to enable the assessment of analytical data quality.
- Commercial or internal laboratories site inspected periodically, and their internal quality control data is reviewed. From time to time a selection of samples are analysed at alternate laboratories to monitor laboratory performance.
- Quality control data reviewed at regular intervals to verify deviations to enable timely remediation.
- Quality assurance and quality control data validation and verification processes in place to support database integrity. This is based on automatic routines inbuilt into the geological databases. Inconsistencies are reviewed, verified and where required rectified by the responsible geologist.
- Geological databases periodically audited from source data.
- Geological data is stored on servers in accordance with BHP security standards, which include controls relating to access and backup routines.
- Geological models, including interpretation and mineralisation domains, internally peer reviewed prior to estimation.

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Our internal controls for mineral resources and mineral reserves estimations include, but are not limited to:

- Source data review from database extracts, using exploratory data statistical analysis prior to use in the estimation of mineral resources. Identification of data to exclude, outliers and visual checks against estimation domains.
- Peer reviews of the estimation inputs based on statistical studies and estimation parameters as applied in industry standard estimation software.
- Visual and statistical validation of the estimates against source data and where available reconciliation to previous models, operational models and production data.
- Peer review of the classification applied, considering quantitative measures and qualitative considerations.
- Peer review of assumptions applied that convert resources to reserves.
- Independent audits or reviews for new or materially changed mineral resources and mineral reserves.

For non-operated properties in which we have an economic interest, the operator may have procedures and practices to support the estimates that differ from the procedures and practices that we apply as operator. From time to time, we may undertake independent reviews of estimates prepared by the operator of non-operated properties in which we have an economic interest.

Operating assets manage internal risk registers relating to uncertainties in the mineral resources and mineral reserves estimates to direct future work programs or estimation updates. These may include but are not limited to:

- Areas of uncertainty in the estimates impacting local interpretations.
- Bulk density assumptions, based on sample test work or operational results.
- Metallurgical recovery assumptions, based on test work or plant performance.
- Changes in commodity prices, costs and exchange rate assumptions.
- Geotechnical and hydrogeological considerations impacting on underground or open cut mining assumptions.
- Ore loss and dilution, mining selectivity and production rate assumptions.
- Cut-off value changes to meet product specifications.
- Changes in environmental, permitting and social license to operate assumptions.

Further to assurance activities by the assets specifically relating to the estimation of mineral resources and mineral reserves, the Resource Centre of Excellence with subject matter experts have developed standards and guidelines across BHP for reviewing and documenting the information supporting our mineral resources and mineral reserves estimates, describing the methods used and verifying the reliability of such estimates. These activities are supported by the following controls:

- The reporting of mineral resources and mineral reserves estimates are required to follow BHP's standard procedures for public reporting in accordance with current regulatory requirements.
- Annual risk reviews are conducted with qualified persons and BHP employees on all mineral resources and mineral reserves to be reported. Including year on year change impact assessment, reconciliation performance metrics for the operating mines and control assessment for the estimation inputs. The information and supporting documentation is prepared by the applicable qualified persons relating to the estimates and is evaluated for compliance with BHP's internal controls. Based on these reviews, recommendations of endorsement are provided to our senior management for the use and reporting of the mineral resources and mineral reserves estimates.
- Periodic internal technical '*deep dive'* assessments of mineral resources and mineral reserves estimates are conducted on a frequency that is informed by asset materiality and outcomes of the annual risk reviews.
- Management and closure reviews of actions assigned to qualified persons and BHP employees resulting from the annual risk reviews and technical '*deep dive'* assessments are conducted.
- Assurance is undertaken over the reporting documentation provided by qualified persons for public release and management and verification of inputs into BHP mineral resources and mineral reserves reporting database.

The Resource Centre of Excellence also provides an annual update on assurance activities and changes relating to our mineral resources and mineral reserves estimation efforts to the Risk and Audit Committee (RAC) in connection with the RAC's responsibility over the effectiveness of systems of internal control and risk management of BHP.

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Inherent risks in the estimation of mineral resources and mineral reserves

The estimation of our mineral resources and mineral reserves are largely based on historical average prices of the commodities we produce or intend to produce, primarily iron ore, copper, coal and potash. These historical average prices, along with estimated annual cash flows from our future operations, estimated production schedules, estimated capital expenditure and operating costs, estimated site closure costs, estimated royalty and tax costs, valuation assumptions and interpretations of geologic data obtained from drill holes and other exploration techniques used to estimate our mineral resources and mineral reserves may not necessarily be indicative of future results. The assumptions and interpretations used to estimate our mineral resources and mineral reserves may change from period to period, and, because additional geological data generated during the course of our operations may not be consistent with the data on which we based our mineral resources and mineral reserves, such estimates may change from period to period or may need to be revised. No assurance can be given that our mineral resources or mineral reserves presented in this report will be recovered at the grade, quality or quantities presented or at all.

There are numerous uncertainties inherent in the estimation of mineral resources and mineral reserves. Areas of uncertainty that may materially impact our mineral resources or mineral reserves estimates may include, but are not limited to: (i) changes to long-term commodity prices, external market factors, foreign exchange rates and other economic assumptions; (ii) changes in geological interpretations of mineral deposits and geological modelling, including estimation input parameters and techniques; (iii) changes to metallurgical or process recovery assumptions which adversely affect the volume, grade or qualities of our commodities produced (for example, processing that results in higher deleterious elements that result in penalties) or other changes to mining method assumptions; (iv) changes to input assumptions used to derive the potentially mineable shapes applicable to the assumed underground or open pit mining methods used to constrain the estimates; (v) changes to life of mine or production rate assumptions; (vi) changes to dilution and mining recovery assumptions; (vii) changes to cut-off grades applied to the estimates; (viii) changes to geotechnical data, structures, rock mass strength, stress regime, hydrogeological, hydrothermal or geothermal factors; (ix) changes to infrastructure supporting the operations of or access to the applicable mine site; (x) changes to mineral, surface, water or other natural resources rights; (xi) changes to royalty, taxes, environmental, permitting and social license assumptions in the jurisdictions in which we operate; and (xii) changes in capital or operating costs.

Additionally, the term “mineral resources” does not indicate recoverable proven and probable mineral reserves pursuant to S-K 1300. Estimates of mineral resources are subject to further exploration and evaluation of development and operating costs, grades, recoveries and other material factors, and, therefore, are subject to considerable uncertainty. Mineral resources do not meet the threshold for mineral reserve modifying factors, such as engineering, legal or economic feasibility, that would allow for the conversion to mineral reserves. Accordingly, no assurance can be given that our mineral resources not included in mineral reserves will become recoverable proven and probable mineral reserves.

Refer to “Forward-looking statements” and the risk factors set out in OFR 11.0 for other factors that may affect our mineral resources and mineral reserves estimates.

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6.1 Copper

Mineral resources

As at 30 June 2025

		Measured Mineral Resources					Indicated Mineral Resources					Measured + Indicated Mineral Resources					Inferred Mineral Resources				
	Mining	Tonnage	Qualities				Tonnage	Qualities				Tonnage	Qualities				Tonnage	Qualities			
Copper[1,2]	method	Mt	%Cu				Mt	%Cu				Mt	%Cu				Mt	%Cu			
Chile																					
Escondida[3,4,5,6,7]																					
Oxide	OC	15	0.38	–	–	–	6.0	0.53	–	–	–	21	0.42	–	–	–	1.0	0.51	–	–	–
Mixed	OC	–	–	–	–	–	16	0.48	–	–	–	16	0.48	–	–	–	12	0.45	–	–	–
Sulphide	OC	296	0.43	–	–	–	1,420	0.54	–	–	–	1,720	0.52	–	–	–	5,510	0.53	–	–	–
Escondida Total		**311**	**0.43**	**–**	**–**	**–**	**1,450**	**0.54**	**–**	**–**	**–**	**1,760**	**0.52**	**–**	**–**	**–**	**5,520**	**0.53**	**–**	**–**	**–**
Pampa Norte[8]	OC	402	0.42	–	–	–	634	0.44	–	–	–	1,040	0.43	–	–	–	835	0.41	–	–	–
Australia		**Mt**	**%Cu**	**kg/tU3O8**	**g/tAu**	**g/tAg**	**Mt**	**%Cu**	**kg/tU3O8**	**g/tAu**	**g/tAg**	**Mt**	**%Cu**	**kg/tU3O8**	**g/tAu**	**g/tAg**	**Mt**	**%Cu**	**kg/tU3O8**	**g/tAu**	**g/tAg**
Olympic Dam[9]	UG	448	1.34	0.36	0.54	2	232	1.36	0.37	0.50	2	680	1.35	0.36	0.53	2	280	1.53	0.42	0.66	3
		Mt	**%Cu**	**g/tAu**	**g/tAg**		**Mt**	**%Cu**	**g/tAu**	**g/tAg**		**Mt**	**%Cu**	**g/tAu**	**g/tAg**		**Mt**	**%Cu**	**g/tAu**	**g/tAg**	
Prominent Hill, Carrapateena & Oak Dam[10]	UG	90	0.94	0.43	4	–	430	0.55	0.26	2	–	520	0.61	0.29	3	–	1,700	0.60	0.32	0.4	–
Argentina and Chile																					
Vicuna[11]	OC	327	0.33	0.25	1	–	1,490	0.36	0.28	7	–	1,820	0.35	0.27	6	–	3,950	0.32	0.19	3	–
Peru		**Mt**	**%Cu**	**%Zn**	**g/tAg**	**ppmMo**	**Mt**	**%Cu**	**%Zn**	**g/tAg**	**ppmMo**	**Mt**	**%Cu**	**%Zn**	**g/tAg**	**ppmMo**	**Mt**	**%Cu**	**%Zn**	**g/tAg**	**ppmMo**
Antamina[12]	OC & UG	34	0.63	0.27	10	120	70	0.84	0.56	11	170	105	0.77	0.47	11	150	411	1.01	0.56	11	180
Total copper		**1,610**	**0.69**	**–**	**–**	**–**	**4,310**	**0.51**	**–**	**–**	**–**	**5,910**	**0.56**	**–**	**–**	**–**	**12,700**	**0.50**	**–**	**–**	**–**

1. Mineral resources are reported in this report in accordance with S-K 1300 and are presented for the portion attributable to BHP's economic interest. All tonnes and quality information have been rounded, small differences may be present in the totals.

2. Mineral resources are presented exclusive of mineral reserves.

3. Escondida, in which BHP has a 57.5% interest, is considered a material property for purposes of Item 1304 of S-K 1300.

4. Escondida point of reference for the mineral resources was mine gate.

5. Escondida mineral resources estimates were based on a copper price of US$4.31/lb.

6. Escondida mineral resources cut-off criteria used was Oxide ≥ 0.20% soluble Cu; Mixed ≥ 0.30% Cu; Sulphide ≥ 0.25% Cu for mineralisation assigned to be processed via leaching or ≥ 0.30% Cu for mineralisation assigned to be processed via the concentrator.

7. Escondida metallurgical recoveries were Oxide 62%; Mixed 42%; Sulphide 42% for material processed by sulphide leach, Sulphide 77% for material processed by Full Sal and Sulphide 85% for material processed via the concentrator.

8. Pampa Norte, in which BHP has a 100% interest, includes Cerro Colorado and Spence deposits. The mineral resources estimates were based on a three-year historic price, over the timeframe 1 July 2020 to 30 June 2023, of US$4.29/lb copper. The point of reference for the mineral resources was mine gate.

9. Olympic Dam mineral resources estimates, in which BHP has a 100% interest, were based on a copper price of US$4.31/lb, uranium oxide price of US$67.40/lb, gold price of US$1,986/troy oz and silver price of US$24.16/troy oz. The point of reference for the mineral resources was mine gate, ex-processing.

10. Prominent Hill, Carrapateena & Oak Dam mineral resources estimates, in which BHP has a 100% interest, were based on a copper price of US$4.31/lb, gold price of US$1,986/troy oz and silver price of US$24.16/troy oz. The point of reference for the mineral resources was in situ.

11. Vicuna, in which BHP has a 50% interest, includes Josemaria and Filo del Sol deposits. The mineral resources estimates were based on a copper price of US$4.43/lb, gold price of US$2,185/oz and silver price of US$28.80/oz. The point of reference for the mineral resources was in situ.

12. Antamina mineral resources estimates, in which BHP has a 33.75% interest, were prepared using long-term prices of US$3.50/lb copper, US$1.25/lb zinc, US$24.63/troy oz silver and US$13.30/lb molybdenum. The point of reference for the mineral resources was in situ.

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Mineral reserves

As at 30 June 2025

		Proven Mineral Reserves					Probable Mineral Reserves					Total Mineral Reserves				
		Tonnage	Qualities				Tonnage	Qualities				Tonnage	Qualities			
Copper[1]	Mining method	Mt	%Cu				Mt	%Cu				Mt	%Cu			
Chile																
Escondida[2,3,4,5,6]																
Full SaL	OC	104	0.78	–	–	–	13	0.68	–	–	–	117	0.77	–	–	–
Sulphide	OC	1,780	0.62	–	–	–	689	0.54	–	–	–	2,470	0.60	–	–	–
Sulphide Leach	OC	671	0.39	–	–	–	152	0.40	–	–	–	823	0.39	–	–	–
Escondida Total		**2,560**	**0.57**	–	–	–	**853**	**0.52**	–	–	–	**3,410**	**0.56**	–	–	–
Pampa Norte[7]	OC	555	0.52	–	–	–	383	0.51	–	–	–	938	0.52	–	–	–
Australia		**Mt**	**%Cu**	**kg/tU$_3$O$_8$**	**g/tAu**	**g/tAg**	**Mt**	**%Cu**	**kg/tU$_3$O$_8$**	**g/tAu**	**g/tAg**	**Mt**	**%Cu**	**kg/tU$_3$O$_8$**	**g/tAu**	**g/tAg**
Olympic Dam[8]	UG	342	1.90	0.59	0.73	4	248	1.71	0.56	0.60	4	590	1.82	0.58	0.68	4
		Mt	**%Cu**	**g/tAu**	**g/tAg**		**Mt**	**%Cu**	**g/tAu**	**g/tAg**		**Mt**	**%Cu**	**g/tAu**	**g/tAg**	
Prominent Hill & Carrapateena[9]	UG	26	1.06	0.61	3	–	145	1.12	0.54	4	–	171	1.11	0.55	4	–
Peru		**Mt**	**%Cu**	**%Zn**	**g/tAg**	**ppmMo**	**Mt**	**%Cu**	**%Zn**	**g/tAg**	**ppmMo**	**Mt**	**%Cu**	**%Zn**	**g/tAg**	**ppmMo**
Antamina[10]	OC	79	0.85	0.43	10	250	99	0.97	0.81	13	220	178	0.92	0.64	12	230
Total copper		**3,560**	**0.70**	–	–	–	**1,730**	**0.76**	–	–	–	**5,290**	**0.72**	–	–	–

1. Mineral reserves are reported in this report in accordance with S-K 1300 and are presented for the portion attributable to BHP's economic interest. All tonnes and quality information have been rounded, small differences may be present in the totals.

2. Escondida, in which BHP has a 57.5% interest, is considered a material property for purposes of Item 1304 of S-K 1300.

3. Escondida point of reference for the mineral reserves was mine gate.

4. Escondida mineral reserves estimates were based on a copper price of US$4.00/lb.

5. Escondida mineral reserves cut-off criteria used was Full SaL ≥ 0.20% soluble Cu. For Sulphide ≥ 0.30% Cu and where greater than the variable cut-off of the concentrator. Sulphide ore is processed in the concentrator plants as a result of an optimised mine plan with consideration of technical and economic parameters in order to maximise net present value. Sulphide Leach ≥ 0.25% Cu and 70% or less of copper contained in chalcopyrite and lower than the variable cut-off grade. Sulphide leach ore is processed in the leaching plant as an alternative to the concentrator process.

6. Escondida metallurgical recoveries for Full SaL 76% (Oxide 62%, Mixed 42%, Sulphide 77%); Sulphide Leach 42%; Sulphide 85% for material processed via the concentrator.

7. Pampa Norte, in which BHP has a 100% interest, includes Spence deposit. The mineral reserves estimates were based on a median three-year historic price, over the timeframe 1 July 2020 to 30 June 2023, of US$4.03/lb copper. The point of reference for the mineral reserves was delivery to processing facilities.

8. Olympic Dam mineral reserves estimates, in which BHP has a 100% interest, were based on a copper price of US$4.00/lb, uranium oxide price of US$51.04/lb, gold price of US$1904.41/troy oz and silver price of US$23.35/troy oz. The point of reference for the mineral reserves was mine gate, ex-processing.

9. Prominent Hill & Carrapateena, in which BHP has a 100% interest, were based on a copper price of US$4.00/lb, gold price of US$1904.41/troy oz and silver price of US$23.35/troy oz. The point of reference for the mineral reserves was mine gate, ex-processing.

10. Antamina mineral reserves estimates, in which BHP has a 33.75% interest, were prepared using long-term prices of US$3.54/lb copper, US$1.15/lb zinc, US$21.46/troy oz silver and US$11.10/lb molybdenum. The point of reference for the mineral reserves was delivery to processing plant.

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6.2 Escondida individual property disclosure

6.2.1 Property description

Escondida copper mine (Escondida) is a production stage property operated by Minera Escondida Limitada (MEL) consisting of Escondida and Escondida Norte deposits located in the Atacama Desert of northern Chile, approximately 170 km south-east of Antofagasta at an elevation of approximately 3,100 m above sea level.

The location of the operations centred upon the two pits are listed and shown below.

- Escondida: Latitude 24°16’ S, Longitude 69° 04’ W
- Escondida Norte: Latitude 24°13’ S, Longitude 69° 03’ W



6.2.2 Infrastructure

All required infrastructure supporting the current mine plan including roads, rail and port, power and water supply is in place. Access to the property is via a company maintained private road available for public use from Antofagasta. The city of Antofagasta is serviced by the regional airport.

The site infrastructure, centred on the two pits, includes three sulphide concentrator plants, two leaching process facilities, associated cathode production plant, tailings storage facility, along with support and service facilities.

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The nearby Coloso port facility receives copper concentrate via a pipeline from the mine site and processes this to a dry concentrate ready for stockpiling and loading via a dedicated concentrate ship loading facility. Both concentrate pipeline and port facilities are owned and operated by MEL.

Additional third-party owned port infrastructure is located at Antofagasta, including rail, train unloading and ship loading facilities.

Escondida utilises an existing privately owned railway system to transport copper cathode product from site and consumables to site through the ports of Antofagasta and Mejillones. Escondida owns a minor rail spur connecting the mine site into the publicly owned railway.

The source of water for the mine, processing plants and supporting infrastructure is provided from two seawater desalination plants located at Punta Coloso, and pumping facilities to site via two pipelines. Water is recovered from the tailings dam for re-use in the concentrator plants.

From FY25, Escondida has, and is expected to have, an available energy consumption of 6.0 TWh/year, due to the extension of the Colbún contract, which delivers energy from 100% renewable sources, supporting our goals to reduce emissions.

The workforce is a combination of employees and contractors supporting the operations. Operational personnel reside on site in MEL accommodation and are sourced from Antofagasta or from other parts of Chile.

6.2.3 Mineral tenure

MEL holds a total of 764 mining concessions covering an area of 406,018 ha. There are 18 principal mining concessions that provide MEL with the right to explore and mine indefinitely, subject to payment of annual license fees. All leases were obtained through the legally established process in which judicial requests are presented to the Chilean state.

Lease name	Registered tenement holder	Expiry date	Surface area (ha)	Annual rent and rate (UTM)[1]
Alexis 1/1424	Minera Escondida Ltda.	Permanent	7,059	705.9
Amelia 1/1049	Minera Escondida Ltda.	Permanent	5,235	523.5
Catita 1/376	Minera Escondida Ltda.	Permanent	1,732	173.2
Claudia 1/70	Minera Escondida Ltda.	Permanent	557	222.8
Colorado 501/977	Minera Escondida Ltda.	Permanent	2,385	238.5
Costa 1/1861	Minera Escondida Ltda.	Permanent	9,159	915.9
Donaldo 1/612	Minera Escondida Ltda.	Permanent	3,060	306.0
Ela 1/100	Minera Escondida Ltda.	Permanent	500	200.0
Gata 1 1/100	Minera Escondida Ltda.	Permanent	400	160.0
Gata 2 1/50	Minera Escondida Ltda.	Permanent	200	80.0
Guillermo 1/368	Minera Escondida Ltda.	Permanent	1,785	178.5
Hole 14	Minera Escondida Ltda.	Permanent	1	0.1
Naty 1/46	Minera Escondida Ltda.	Permanent	230	92.0
Paola 1/3000	Minera Escondida Ltda.	Permanent	15,000	1,500.0
Pista 1/22	Minera Escondida Ltda.	Permanent	22	2.2
Pistita 1/5	Minera Escondida Ltda.	Permanent	9	0.9
Ramón 1/640	Minera Escondida Ltda.	Permanent	3,200	320.0
Rola 1/1680	Minera Escondida Ltda.	Permanent	8,400	840.0
	Total		**58,934**	**6,460.0**

1 Unidad Tributaria Mensual (UTM) is a Chilean state tax unit valued in Chilean pesos (CLP) per hectare. The 2025 rate is 0.1 or 0.4 UTM. Annual payments are made at the end of the Chilean tax year (end of March) for concessions.

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In addition to mining concessions, Chilean law also regulates, independently of mining concessions, the rights to the use of the land surface. MEL owns 155,000 ha of surface rights and these are also renewable on an annual basis. These rights are also obtained through legal process presented to the Chilean state and potentially to other third party owners, including the Chilean "Consejo de Defensa del Estado" as required, MEL's main surface rights cover operational activities such as pits, dumps, leach pads, plant and other infrastructure.

	Surface rights identifier[1]					
Infrastructure	**Folio**	**Number**	**Year**	**Register**	**Regional office**	**Surface area (ha)**
Pits, waste dumps, leach pads, plants	619 V	964	1984	Hipotecas y Gravámenes	Bienes Raíces Antofagasta	22,084
Energy transmission lines, aqueducts, mineral pipelines, roads	1121 V	1117	2018	Hipotecas y Gravámenes	Bienes Raíces Antofagasta	26,988

1. As defined by Chilean legal requirements

MEL also holds maritime concessions for the Coloso port facilities. These concessions are requested through submission of the proposed project to the Chilean Ministry of Defence and are awarded by legal decree.

6.2.4 Registrant interest

BHP does not hold any royalty in the Escondida property in addition to its economic interest of 57.5%.

6.2.5 Present condition of property

Escondida is a production-stage property actively operating two open cut mines, Escondida and Escondida Norte.

Continuous resource definition activities are ongoing to upgrade mineral resources understanding to support the mine plans and to develop mineral reserves. These activities include drilling and in-pit mapping. Geological understanding of the two deposits is supported by a total of approximately 2,732 km of drilling undertaken in a total of approximately 8,737 drill holes.

Surface mining is by drilling and blasting along with shovel/excavator loading and truck haulage from each of the two open pits. Extracted sulphide ore undergoes crushing prior to processing in one of three concentrators with concentrate piped to the Coloso port for drying. Lower grade sulphide ore is directly dumped onto leach pads and is processed by biological leaching. Oxide and transitional ores are processed using heap leaching. Leached products are converted to copper cathode then railed to Antofagasta port.

6.2.6 Physical condition

Construction commenced on the Escondida property in 1988 with first production in 1990. A number of expansion phases followed from 1993 onwards which included the development of additional infrastructure to increase production. Key milestones subsequent to first production in 1990 relating to the development of the operations were:

- 1998 Acid heap leaching of oxides commenced
- 2002 Second concentrator (Phase 4) inaugurated
- 2005 Mining commenced at Escondida Norte
- 2006 Dump bio-leaching of sulphides commenced
- 2007 First desalination plant commenced pumping
- 2016 Third concentrator inaugurated
- 2017 Second desalination plant commenced pumping
- 2020 Operation converted to 100% use of desalination water
- 2023 Chloride Leaching operation commenced (Full SaL)

The operations undertake planned maintenance programs and implement scheduled replacement of mine fleet and infrastructure components that is intended to maintain the continued reliable operating of equipment, facilities and infrastructure to meet operational requirements.

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6.2.7 Book value

The total book value for the Escondida property and its associated plant and equipment was US$12.8 billion as of 30 June 2025.

6.2.8 History of previous operations

Utah International Inc. (Utah) and Getty Oil Co. (Getty) commenced geochemical exploration in the region in 1978 which led to the discovery of Escondida deposit in 1981. In 1984 through corporate acquisitions, BHP acquired the Escondida property. Ownership changed in 1985 to a joint venture between BHP (57.5%), Rio Tinto Zinc (30%), JECO Corporation (10%) and World Bank (2.5%). The joint venture undertook all the subsequent exploration and development work to bring Escondida into operation in 1990. Current ownership, since 2010, is BHP (57.5%), Rio Tinto (30%), JECO Corporation (10%) and JECO 2 Limited (2.5%). Minera Escondida Limitada operates Escondida.

6.2.9 Significant encumbrances

Minera Escondida holds the licenses to operate pursuant to the current mine plan. BHP is not aware of any material encumbrances that would impact the current mineral resources or mineral reserves.

6.2.10 Geology and mineralisation

The Escondida and Escondida Norte copper deposits lie in the Escondida-Sierra de Varas shear lens of the Domeyko Fault System. The deposits are supergene-enriched copper porphyries with primary sulphide mineralisation associated with multiple phase intrusions of monzonite to granodiorite composition into host volcanics.

Primary mineralisation has undergone secondary supergene leaching and enrichment with associated local formation of copper oxide mineralisation, predominately brochantite. Supergene enrichment generated laterally-continuous and sub-horizontal high-grade sulphide mineralisation zones across the deposit, predominately chalcocite and covellite. The primary hypogene mineralisation, present in the deepest parts of the deposits is chalcopyrite with bornite.

6.2.11 Mineral resources and mineral reserves

Tables of mineral resources and mineral reserves for Escondida reported by ore type are included in section 6.1 above.

6.2.12 Changes to mineral resources and mineral reserves

Total mineral resources as at 30 June 2025 has not changed from previous year, as at 30 June 2024 (7,280 Mt).

Total mineral reserves as at 30 June 2025 were 3,410 Mt, compared to the previous year as at 30 June 2024 which were 3,530 Mt, a decrease of 3% (-120 Mt). The change in mineral reserves was due to depletion.

6.2.13 Material assumptions and criteria

Material assumptions in the estimation of mineral resources are:

- Resources estimated using Ordinary Kriging
- The sample data preparation including data capping
- The pit optimisation used to determine the resources that have reasonable prospects of economic extraction
- Commodity price

Material assumptions in the estimation of mineral reserves are:

- The classified resource model
- Variable cut-off grade strategy that maximises throughput for the concentrator, smelter and refinery
- Mining dilution and mining recovery
- Processing plant throughput and yields
- The exchange rate
- The geotechnical parameters
- Commodity prices, operating and capital costs

Details of the material assumptions are described in the Technical Report Summary (effective 30 June 2022) incorporated as an exhibit to this Annual Report by reference to the exhibit to the Annual Report on Form 20-F for the year ended 30 June 2023, sections 11 Mineral Resource Estimates, 12 Mineral Reserve Estimates, 13 Mining Methods, 14 Processing and Recovery Methods and 18 Capital and Operating Costs.

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6.3 Iron ore

Mineral resources

As at 30 June 2025

Iron ore[1,2]	Mining method	Measured Mineral Resources						Indicated Mineral Resources						Measured + Indicated Mineral Resources						Inferred Mineral Resources					
		Tonnage	Qualities					Tonnage	Qualities					Tonnage	Qualities					Tonnage	Qualities				
		Mt	%Fe	%P	$\%SiO_2$	$\%Al_2O_3$	%LOI	Mt	%Fe	%P	$\%SiO_2$	$\%Al_2O_3$	%LOI	Mt	%Fe	%P	$\%SiO_2$	$\%Al_2O_3$	%LOI	Mt	%Fe	%P	$\%SiO_2$	$\%Al_2O_3$	%LOI
Australia																									
WAIO[3,4,5,6,7,8]																									
Mt Newman	OC	230	61.5	0.10	3.0	2.2	6.2	1,130	60.2	0.13	4.5	2.7	6.0	1,360	60.4	0.12	4.2	2.6	6.0	1,800	59.6	0.12	4.8	2.6	6.5
Goldsworthy[9]	OC	70	58.1	0.11	6.7	3.1	6.6	350	59.5	0.07	5.3	3.1	5.8	420	59.3	0.08	5.5	3.1	5.9	3,840	60.0	0.10	5.0	2.3	6.2
Yandi	OC	350	58.4	0.12	4.7	2.4	8.8	1,270	59.4	0.14	4.5	2.3	7.5	1,620	59.2	0.14	4.5	2.3	7.8	1,850	58.0	0.13	5.4	2.6	8.2
Jimblebar	OC	80	58.8	0.15	6.1	3.5	5.6	120	57.1	0.14	6.6	4.1	6.7	200	57.8	0.14	6.4	3.8	6.3	210	58.3	0.10	6.1	3.4	6.2
BHP (Non-JV)[10]	OC	220	60.0	0.13	5.1	2.6	5.9	110	58.0	0.11	6.8	2.9	6.7	340	59.3	0.12	5.6	2.7	6.2	2,020	58.9	0.13	4.8	2.8	7.1
WAIO Total		**950**	**59.5**	**0.12**	**4.6**	**2.5**	**7.1**	**2,980**	**59.6**	**0.13**	**4.7**	**2.6**	**6.7**	**3,940**	**59.6**	**0.12**	**4.7**	**2.6**	**6.8**	**9,730**	**59.3**	**0.12**	**5.0**	**2.6**	**6.9**
Brazil		**Mt**	**%Fe**	**%Pc**				**Mt**	**%Fe**	**%Pc**				**Mt**	**%Fe**	**%Pc**				**Mt**	**%Fe**	**%Pc**			
Samarco[11]	OC	1,200	38.3	0.05	–	–	–	750	36.8	0.05	–	–	–	1,950	37.7	0.05	–	–	–	210	37.4	0.06	–	–	–
Total iron ore		**2,160**	**47.7**	–	–	–	–	**3,740**	**55.0**	–	–	–	–	**5,900**	**52.3**	–	–	–	–	**9,940**	**58.8**	–	–	–	–

1. Mineral resources are reported in this report in accordance with S-K 1300 and are presented for the portion attributable to BHP's economic interest in the respective joint venture. All tonnes and quality information have been rounded, small differences may be present in the totals.

2. Mineral resources are presented exclusive of mineral reserves.

3. WAIO is considered a material property for purposes of Item 1304 of S-K 1300. BHP interest is 85% for all joint ventures except BHP (Non-JV) where it is 100%.

4. WAIO mineral resources qualities are presented as in situ mass percentage on a dry weight basis and tonnage as wet tonnes. Moisture content is based on deposit types, Brockman (BKM) – 3%; Marra Mamba (MM) – 4%; Channel Iron Deposit (CID) – 8% and Detrital Iron Deposits (DID) – 4%.

5. WAIO point of reference for the mineral resources was in situ.

6. WAIO mineral resources estimates were based on an iron ore price of US$106/dmt for Platts 62% Fe Fines Index free on board (FOB) Port Hedland basis. The price was based on the median three-year monthly average price over a timeframe of 1 July 2021 to 30 June 2024.

7. WAIO mineral resource estimates cut-off criteria was based on deposit types identified in the joint venture. These are BKM and MM 54% Fe; CID 52% Fe and DID 58% Fe and less than 6% Al_2O_3.

8. WAIO is predominantly a producer of direct shipping ore and the metallurgical recovery was assumed as 100% for the purpose of reporting all mineral resources.

9. Goldsworthy joint venture includes less than 2 Mt measured + indicated mineral resources from the POSMAC joint venture in which BHP has a 65% economic interest.

10. BHP (Non-JV) mineral resources are those that are wholly attributable to BHP.

11. Samarco mineral resources estimates, in which BHP has a 50% interest, were based on an average long-term price of US$130.18/dmt pellets and fines – FOB Ubu Port (100% Blast Furnace). The point of reference for the mineral resources was in situ.

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Mineral reserves

As at 30 June 2025

Iron ore[1]	Mining method	Proven Mineral Reserves Tonnage Mt	Proven Mineral Reserves Qualities %Fe	%P	%SiO_2	%Al_2O_3	%LOI	Probable Mineral Reserves Tonnage Mt	Probable Mineral Reserves Qualities %Fe	%P	%SiO_2	%Al_2O_3	%LOI	Total Mineral Reserves Tonnage Mt	Total Mineral Reserves Qualities %Fe	%P	%SiO_2	%Al_2O_3	%LOI
Australia																			
WAIO[2,3,4,5,6,7]																			
Mt Newman	OC	170	63.0	0.12	3.6	2.0	3.4	470	61.3	0.12	3.8	2.3	5.4	640	61.8	0.12	3.7	2.2	4.9
Goldsworthy	OC	800	61.7	0.10	3.5	1.9	5.8	860	60.9	0.08	4.0	1.9	6.4	1,650	61.3	0.09	3.8	1.9	6.1
Jimblebar	OC	660	61.4	0.12	3.9	2.6	4.9	570	60.5	0.13	4.7	2.7	5.4	1,230	61.0	0.12	4.3	2.7	5.1
WAIO Total		**1,620**	**61.7**	**0.11**	**3.7**	**2.2**	**5.2**	**1,900**	**60.9**	**0.10**	**4.2**	**2.2**	**5.8**	**3,520**	**61.3**	**0.11**	**3.9**	**2.2**	**5.5**
Brazil		**Mt**	**%Fe**	**%Pc**				**Mt**	**%Fe**	**%Pc**				**Mt**	**%Fe**	**%Pc**			
Samarco[8]	OC	39	40.3	0.07	–	–	–	374	43.0	0.05	–	–	–	413	42.7	0.06	–	–	–
Total iron ore		**1,660**	**61.2**	–	–	–	–	**2,270**	**58.0**	–	–	–	–	**3,930**	**59.3**	–	–	–	–

1. Mineral reserves are reported in this report in accordance with S-K 1300 and are presented for the portion attributable to BHP's economic interest in the respective joint ventures. All tonnes and quality information have been rounded, small differences may be present in the totals.

2. WAIO is considered a material property for purposes of Item 1304 of S-K 1300. BHP interest is 85% for all joint ventures included in this table.

3. WAIO mineral reserves qualities are presented as in situ mass percentage on a dry weight basis and tonnage as wet tonnes. Moisture content is based on deposit types, Brockman (BKM) – 3% and Marra Mamba (MM) – 4%.

4. WAIO point of reference for the mineral reserves was as delivered to the ore handling/process plant.

5. WAIO mineral reserves estimates were based on an iron ore price of US$106/dmt for Platts 62% Fe Fines Index and US$117/dmt for lump, both FOB Port Hedland basis.

6. WAIO mineral reserves estimates applied a cut-off criteria of 58% Fe.

7. WAIO is predominantly a producer of direct shipping ore and the metallurgical recovery was assumed as 99% for Mt Newman and 100% for Goldsworthy and Jimblebar joint ventures.

8. Samarco mineral reserves, in which BHP has a 50% interest, were based on an average long-term price of US$126.70/dmt pellets and fines – FOB Ubu Port (100% Blast Furnace). The point of reference for the mineral reserves was to the ore handling/process plant.

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6.4 WAIO individual property disclosure

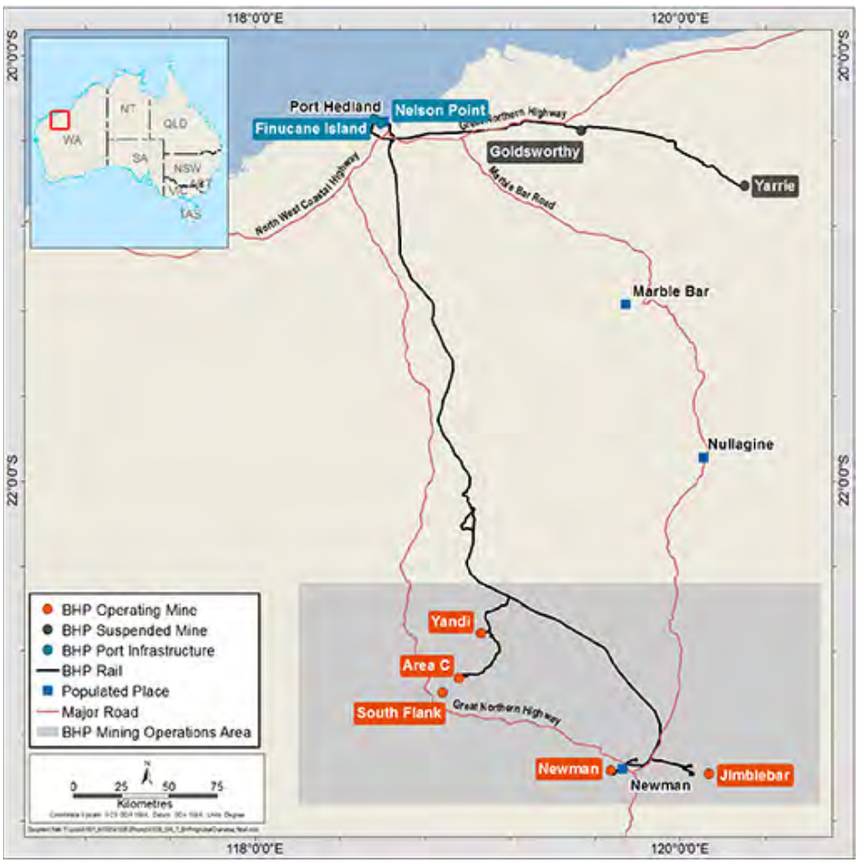
6.4.1 Property description

WAIO is a production-stage property with mines located in the Pilbara iron ore province in the north-west of Western Australia (WA), Australia and is centred on the regional town of Newman located approximately 1,000 km north of WA's capital city Perth. The property is accessible from Perth by road via the Great Northern Highway and by air via regular commercial flights to Newman.

Mines, processing facilities, railways and port facilities comprising WAIO are spread over a geographical area of 350 km N-S and 250 km E-W between Port Hedland and Newman towns in the Pilbara region.

The geographic coordinates of the central points of the five mines are provided below and their locations shown below.

- Newman: Latitude: 23°21'40" S, Longitude: 119°40'15" E
- Jimblebar: Latitude: 23°22'40" S, Longitude: 120°07'45" E
- Mining Area C: Latitude: 22°55'30" S, Longitude: 118°58'55" E
- South Flank: Latitude: 22°59'35" S, Longitude: 118°59'45" E
- Yandi: Latitude: 22°43'15" S, Longitude: 119°05'15" E



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6.4.2 Infrastructure

Most of the infrastructure required for WAIO to support the current mining operations including roads, airport, rail and port, power and water supply is in place. These have been developed by BHP gradually over the last six decades in pace with staged expansion of production capacity.

WAIO's mines (Newman, Jimblebar, Mining Area C, South Flank and Yandi) and processing hubs (Newman, Jimblebar, Mining Area C and Yandi) are connected to its two ports (Nelson Point and Finucane Island) located at Port Hedland by a network of more than 1,000 km of rail infrastructure.

The mines have a network of BHP owned roads to service the mining operations and connect to the Great Northern Highway.

Water is sourced from ground water supplies for all WAIO mines, process plants and mine villages. These water supplies are drawn from BHP managed bore fields around mine sites established by WAIO under license for its operations and mine villages. Port Hedland operations are supplied with water under contract from the municipal provider, sourced from nearby coastal aquifers.

WAIO has a natural gas-fired power plant (Yarnima Power Station, in Newman town), with an installed generator capacity for 190 megawatt. The plant supplies the entire power requirement for all its mining, processing facilities and mine villages. Power consumed for WAIO's port operations at Port Hedland is purchased via a power purchase agreement with APA Energy (formerly Alinta Energy), a large energy supplier in Australia.

BHP has set up its own accommodation villages at the mines to accommodate its fly-in-fly-out (FIFO) personnel. In addition to the commercial airport at Newman, BHP has set up private airports at mine sites and operates regular charter flights from Perth directly to transport FIFO workforce.

WAIO relies mainly on FIFO workforce sourced primarily from within Western Australia (Perth and other regional towns) and to a lesser extent from other states in Australia.

6.4.3 Mineral tenure

BHP and its joint venture partners hold mineral rights in 65 mineral titles covering a total area of approximately 4,524 km^2. Of this, approximately 2,845 km^2 is contributed by eight mineral titles held pursuant to five State Agreement Acts of the state of Western Australia and the remaining area (1,679 km^2) by 57 mineral titles held pursuant to the Mining Act, 1978 (Western Australia).

The five State Agreement Acts (incorporating agreements between BHP along with its joint venture partners and the state of Western Australia) were enacted by the parliament of Western Australia and provide WAIO long-term tenure security for mineral development. These acts and details of mining titles held pursuant to each State Agreement are provided in the list and table below.

1. Iron Ore (Mount Newman) Agreement Act 1964 (WA) - ML244SA held by the Mount Newman Joint Venture.
2. Iron Ore (Mount Goldsworthy) Agreement Act 1964 (WA) - ML235SA, ML249SA and ML281SA held by the Mount Goldsworthy Joint Venture.
3. Iron Ore (Goldsworthy-Nimingarra) Agreement Act 1972 (WA) - M263SA and ML251SA held by the Mount Goldsworthy Joint Venture.
4. Iron Ore (McCamey's Monster) Agreement Authorisation Act 1972 (WA) - M266SA held by BHP Iron Ore (Jimblebar) Pty Ltd.
5. Iron Ore (Marillana Creek) Agreement Act 1991 (WA) - M270SA held by the Yandi Joint Venture.

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Lease number	Registered tenement holders[1] / interest	Grant date	Expiry date[2]	Legal area (km²)	Rent and rate[4] (AU$)
M263SA	BHP (85%), Itochu (8%), Mitsui (8%)	22/01/1989	21/09/2035	143.23	356,443.53
M266SA	BHPIOJ (100%) [3]	11/10/1988	10/10/2030	526.06	134,477.74
M270SA	BHP (85%), Itochu (8%), Mitsui (8%)	4/09/1991	3/09/2033	303.44	2,138,143.17
ML235SA	BHP (85%), Itochu (8%), Mitsui (8%)	5/08/1965	4/08/2028	41.42	5,375.48
ML244SA	BHP (85%), M-Itochu (10%), Itochu (5%)	7/04/1967	6/04/2030	789.34	127,889.54
ML249SA	BHP (85%), Itochu (8%), Mitsui (8%)	8/05/1974	4/08/2028	306.47	41,227.79
ML251SA	BHP (85%), Itochu (8%), Mitsui (8%)	22/09/1972	21/09/2035	171.30	86,163.00
ML281SA	BHP (85%), Itochu (8%), Mitsui (8%)	26/04/2002	4/08/2028	563.35	223,620.55

1. Full legal entity names of the registered tenement holders are: (i) BHP: BHP Billiton Minerals Pty Ltd, (ii) M-Itochu: Mitsui-Itochu Iron Pty Ltd, (iii) Itochu: Itochu Minerals & Energy of Australia Pty Ltd, (iv) Mitsui: Mitsui Iron Ore Corporation Pty Ltd and (v) BHPIOJ: BHP Iron Ore (Jimblebar) Pty Ltd.

2. All State Agreement Act leases, except M270SA, have right to successive renewals of 21 years each. M270SA has right to only two renewals, each for 21 years ultimately expiring in 2054, from which point the lease would revert to a Mining Act lease, subject to prior renegotiation between BHP and the State Government.

3. M266SA is held by BHP Iron Ore (Jimblebar) Pty Ltd, a subsidiary of BHP Minerals Pty Ltd (BHP). In 2013, BHP entered into an incorporated Joint Venture (Jimblebar IJV) with Itochu and Mitsui in respect of the Jimblebar mining hub, owned by BHP Iron Ore (Jimblebar) Pty Ltd (BHPIOJ). The Jimblebar IJV is structured so that BHP, Itochu and Mitsui hold A Class Shares in BHPIOJ, which confer an 85:8:7 economic interest, respectively in the “Jimblebar Assets”, being certain assets of BHPIOJ including the Jimblebar mine. BHPIOJ also owns other assets, called “Excluded Assets”, in which BHP alone holds a 100% economic interest through B Class Shares in BHPIOJ.

4. Statutory Rents and Rates are payable annually to the State Government and the Local Government/Shire respectively.

As at 30 June 2025, all of WAIO’s mineral reserves and 85% of mineral resources (exclusive of mineral reserves) were located on the eight mineral titles held pursuant to the five State Agreement Acts. The remaining 15% of mineral resources are located across the 57 tenements held pursuant to the Mining Act. All mineral development and extraction activities are currently being undertaken only within tenements held pursuant to the State Agreement Acts. Activities within the Mining Act tenements are currently limited to exploration work aimed at defining mineral resources.

6.4.4 Registrant interest

In addition to being the majority owner of the property, BHP holds one royalty stream which entitles BHP to earn royalty income in relation to ore produced only from Mining Area C and South Flank. This royalty stream contributed 0.1% of free-on-board (FOB) revenue in FY2025.

6.4.5 Present condition of property

WAIO is a production-stage property with a large base of mineral reserves and mineral resources.

Exploration activities have been ongoing on the property since the 1950s. Drilling is the primary method for exploration and sampling. From the 1950s to December 2024, WAIO had completed over 156,000 exploration drill holes for a total of 12,400 km, including 9,145 km reverse circulation and 829 km diamond core drilling, across its tenements for the purpose of resource identification and definition, resource characterization, modelling of geotechnical and hydrogeological parameters, and geometallurgical test work. In recent years, between 300 to 500 km of drilling has been carried out annually.

The exploration activities have occurred in areas adjacent to operating mines (brownfield areas) to replenish mineral resources depleted by mine production. In addition, some exploration activities have been completed in strategic greenfield areas to provide optionality for future development.

All mines are open cut, with ore extracted using excavator and truck. After extraction, the ore is crushed before train loading and transporting to the port for direct shipping.

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6.4.6 Physical condition

Production on the WAIO property started in the late 1960s from one mine. Currently there are five operating mines, Newman, Yandi, Mining Area C, Jimblebar and South Flank, started in 1969, 1992, 2003, 2013 and 2021, respectively.

Yandi mine started its end-of-life production ramp down, closure and decommissioning of associated infrastructure commenced in July 2021. The decommissioning is ongoing and once Yandi mine is fully exhausted, parts of the Yandi processing facilities are likely to be used to process run-of-mine feed from nearby Brockman deposits.

The operations undertake planned maintenance programs and implement scheduled replacement of equipment and infrastructure that is required to maintain the continued reliable operation of the mines and supporting services such as power, port facilities, water supplies and rail.

Modernisation of rail operations and automation of haul trucks are currently in progress.

6.4.7 Book value

The total book value of the WAIO property and its associated plant and equipment was US$16.6 billion on equity ownership basis, as of 30 June 2025.

6.4.8 History of previous operations

Since the 1950s, BHP has been continuously exploring, developing and extracting iron ore at gradually increasing rates of production to keep pace with global sea-borne market demands.

In 1966, BHP's joint venture partner Goldsworthy Mining Limited (GML) was the first company to develop an iron ore mine in the Pilbara. The mine, Mount Goldsworthy ceased operations in 1982 with production entirely for export purposes. BHP was initially a joint venture partner in GML and acquired the full ownership of GML in 1990.

In 1969, BHP developed the Mount Whaleback deposit at Newman entirely for export purposes as a part of the Mount Newman Mining Joint Venture (NJV). The majority ownership of NJV was acquired by BHP in 1986.

In 1991, BHP developed the Yandi deposit and in 1992 acquired the Jimblebar deposits. In the 1990s, subleases tied to ore purchase agreements by a Chinese consortium over part of the Jimblebar deposits and by South Korea's POSCO for C Deposit at Mining Area C increased BHP's annual production.

Since the 1990s to present day, BHP's production has come from five mining hubs, Newman, Jimblebar, Mining Area C, South Flank and Yandi. South Flank commenced production in May 2021. Yandi production has decreased significantly in recent years, and closure and decommissioning of infrastructure are in progress.

6.4.9 Significant encumbrances

BHP is not aware of any significant encumbrances to the property, including current and future permitting requirements and associated timelines or permit conditions.

6.4.10 Geology and mineralisation

The WAIO iron ore deposits are hosted in the late Archaean to early Proterozoic-age banded iron formations of the Hamersley Group in the Pilbara region of Western Australia. The two main hosts for bedrock mineralisation in the Hamersley Group are the Brockman and Marra Mamba iron formations.

Brockman Iron Formation tends to have higher phosphorous and alumina concentration (both deleterious elements) with a lower loss-on ignition than the Marra Mamba Iron Formation. These compositional differences are one of reasons for dividing the ore by stratigraphy. The bedded iron deposits are further subdivided in terms of their genesis and mineralogy into hypogene martite-microplaty hematite and supergene martite-geothite ores.

Widespread detrital sequences occur adjacent to the bedded iron deposits in the form of colluvial-alluvial fans. The detrital deposits economic value depends on the size and concentration and are mostly exploited when associated with bedrock deposits.

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In addition, mineralisation is found in fluviatile channel iron deposits of the late Eocene to early Miocene age. The iron content in the channel iron deposits tends to be lower than the bedrock mineralisation, however, they tend to be lower in phosphorous and alumina.

The primary iron bearing minerals are hematite and goethite which vary in concentration within the deposits.

Mineralisation extends over strike lengths of 5-10 km for most deposits, however, may extend for up to 50-60 km. The width of mineralisation at surface typically ranges from about 200 m up to 1500 m. Mineralisation extends to depths of between 100 m and 400 m and deposits typically have some form of surface expression.

6.4.11 Mineral resources and mineral reserves

Tables of mineral resources and mineral reserves for WAIO reported by joint venture are included in section 6.3.

6.4.12 Changes to mineral resources and mineral reserves

Total mineral resources as at 30 June 2025 were 13,660 Mt compared to the previous year as at 30 June 2024 which were 13,850 Mt, a decrease of approximately 1% (-190 Mt). The changes in mineral resources was due to depletion.

Total mineral reserves as at 30 June 2025 were 3,520 Mt compared to the previous year as at 30 June 2024 which were 3,720 Mt, a reduction of approximately 5% (-200 Mt). The changes in mineral reserves was due to depletion.

6.4.13 Material assumptions and criteria

Mineral resources estimated for WAIO's active mines and undeveloped deposits consider the following assumptions:

- Resources estimated using ordinary kriging and inverse distance weighted methods.
- Resources are reported exclusive of mineral reserves and are presented as in situ estimates.
- Resources are reported on a wet tonnage basis for all deposit types associated with the joint ventures.
- Conventional open cut practices are assumed for all ore extraction.
- Resources are excluded from reporting as appropriate for heritage, environmental, hydrological, tenure, and infrastructure purposes to minimise any potential impacts.

Mineral reserves are estimated for WAIO's active mining areas and considers the following assumptions:

- The latest and approved resource models and mineral resource estimates have been used for mine planning and conversion to mineral reserves by application of all relevant modifying factors.
- The resource models are converted to mining models (WAIO equivalent of a "reserve" model) by regularising the resource model blocks to SMU-sized blocks
- The average of the previous three years (FY2022 to FY2024) actual yearly operating and capital costs are used to estimate the cut-off grades and mineral reserves.
- The median of the three-year trailing calendar monthly average iron ore prices from July 2021 to June 2024 are used to estimate the cut-off grades and mineral reserves.
- Mineral reserves are estimated using conventional open-cut mining method involving drill and blast with load and haul activities.
- Pit optimisations are completed to determine economic pit limits using industry standard Lerch-Grossman algorithm.
- Mine designs including pit, waste dumps and haul roads are generated in industry standard CAD software. The designs incorporate the minimum mining width based on the equipment and slope design parameters from geotechnical models.
- WAIO's run-of-mine (ROM) ore is direct shipping ore without the need of concentration or beneficiation. The processing method involves simple crushing and screening of the ore to produce lump and fines products.

Details of the material assumptions are described in the Technical Report Summary (effective 30 June 2022) incorporated as an exhibit to this Annual Report by reference to the exhibit to the Annual Report on Form 20-F for the year ended 30 June 2023, sections 11 Mineral Resource Estimates, 12 Mineral Reserve Estimates, 13 Mining Methods, 14 Processing and Recovery Methods and 18 Capital and Operating Costs.

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6.5 Steelmaking coal

Coal resources[1]

As at 30 June 2025

		Measured Coal Resources				Indicated Coal Resources				Measured + Indicated Coal Resources				Inferred Coal Resources			
	Mining	Tonnage		Qualities		Tonnage		Qualities		Tonnage		Qualities		Tonnage		Qualities	
Steelmaking coal[2,3]	method	Mt	%Ash	%VM	%S	Mt	%Ash	%VM	%S	Mt	%Ash	%VM	%S	Mt	%Ash	%VM	%S
Australia																	
BMA[4,5,6]	OC & UG	903	9.8	19.0	0.58	301	10.8	18.6	0.67	1,200	10.0	18.9	0.60	231	11.7	20.2	0.69
Total steelmaking coal		**903**	**9.8**	**19.0**	**0.58**	**301**	**10.8**	**18.6**	**0.67**	**1,200**	**10.0**	**18.9**	**0.60**	**231**	**11.7**	**20.2**	**0.69**

1. Coal resources is used as an equivalent term to mineral resources.
2. Coal resources are reported in this report in accordance with S-K 1300 and are presented for the portion attributable to BHP's economic interest in the respective joint venture. All tonnes and quality information have been rounded, small differences may be present in the totals.
3. Coal resources are presented exclusive of coal reserves.
4. BMA coal resources, in which BHP has a 50% interest, includes Goonyella Complex, Caval Ridge, Peak Downs, Saraji and Saraji South deposits.
5. The point of reference for the coal resources tonnage estimates was in situ. Coal qualities are reported for a clean coal simulated product on an air-dried basis.
6. Coal resource estimates comprise 99.8% metallurgical and 0.2% thermal coal product categories. Coal resources prices used for each of the coal categories were hard coking coal US$357.02/t and thermal coal US$331.70/t.

Coal reserves[1]

As at 30 June 2025

		Proven Coal Reserves	Probable Coal Reserves	Total Coal Reserves	Proven Marketable Coal Reserves				Probable Marketable Coal Reserves				Total Marketable Coal Reserves			
	Mining	Tonnage	Tonnage	Tonnage	Tonnage		Qualities		Tonnage		Qualities		Tonnage		Qualities	
Steelmaking coal[2]	Method	Mt	Mt	Mt	Mt	%Ash	%VM	%S	Mt	%Ash	%VM	%S	Mt	%Ash	%VM	%S
Australia																
BMA[3,4,5,6]	OC & UG	774	97	871	479	10.2	21.4	0.59	57	10.7	22.6	0.72	535	10.3	21.5	0.61
Total steelmaking coal		**774**	**97**	**871**	**479**	**10.2**	**21.4**	**0.59**	**57**	**10.7**	**22.6**	**0.72**	**535**	**10.3**	**21.5**	**0.61**

1. Coal reserves is used as an equivalent term to mineral reserves.
2. Coal reserves are reported in this report in accordance with S-K 1300 and presented for the portion attributable to BHP's economic interest in the respective joint venture. All tonnes and quality information have been rounded, small differences may be present in the totals.
3. BMA coal reserves, in which BHP has a 50% interest, includes Goonyella Complex, Caval Ridge, Peak Downs, Saraji and Saraji South deposits.
4. Total coal reserves were at a 4% moisture content when mined. Total marketable reserves were at a product specification moisture content (10% Goonyella Complex; 10.5% Peak Downs; 10.5% Caval Ridge; 10.1% Saraji; 10-11% Saraji South) and at an air-dried quality basis for sale after the beneficiation of the total coal reserves.
5. The point of reference for the coal reserves was delivery to the coal handling and processing plants.
6. Coal reserve estimates comprise 99.9% hard coking coal and 0.1% thermal coal product categories. Coal reserves prices used for each of the coal categories were hard coking coal US$321.16/t and thermal coal US$199.66/t. These prices were converted from nominal to real basis aligned to the valuation date and site-specific factors were applied, based on changes in forecast quality over time, before coal reserves were estimated.

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6.6 Energy Coal

Coal resources[1]

As at 30 June 2025

		Measured Coal Resources					Indicated Coal Resources					Measured + Indicated Coal Resources					Inferred Coal Resources				
		Tonnage	Qualities				Tonnage	Qualities				Tonnage	Qualities				Tonnage	Qualities			
Energy coal[2,3]	Mining method	Mt	%Ash	%VM	%S	Kcal/kgCV	Mt	%Ash	%VM	%S	Kcal/kgCV	Mt	%Ash	%VM	%S	Kcal/kgCV	Mt	%Ash	%VM	%S	Kcal/kgCV
Australia																					
NSWEC[4,5,6,7]	OC	–	–	–	–	–	7.8	18.5	30.0	0.55	6,260	7.8	18.5	30.0	0.55	6,260	4.8	19.3	28.3	0.50	6,210
Total energy coal		**–**	**–**	**–**	**–**	**–**	**7.8**	**18.5**	**30.0**	**0.55**	**6,260**	**7.8**	**18.5**	**30.0**	**0.55**	**6,260**	**4.8**	**19.3**	**28.3**	**0.50**	**6,210**

1. Coal resources is used as an equivalent term to mineral resources.
2. Coal resources are reported in this report in accordance with S-K 1300 and are presented for the portion attributable to BHP's economic interest. All tonnes and quality information have been rounded, small differences may be present in the totals.
3. Coal resources are presented exclusive of coal reserves.
4. NSWEC, in which BHP has a 100% interest, includes Mt Arthur Coal deposit.
5. Coal qualities are reported on an air-dried in situ basis. Tonnages are reported as in situ.
6. The point of reference for the coal resources was in situ.
7. Coal resource estimates were based on the average three-year historic thermal coal price of US$331.70/t specification Newcastle Free On Board (FOB), 6,000 kcal/t net as received.

Coal reserves[1]

As at 30 June 2025

		Proven Coal Reserves	Probable Coal Reserves	Total Coal Reserves	Proven Marketable Coal Reserves					Probable Marketable Coal Reserves					Total Marketable Coal Reserves				
		Tonnage	Tonnage	Tonnage	Tonnage	Qualities				Tonnage	Qualities				Tonnage	Qualities			
Energy coal[2]	Mining method	Mt	Mt	Mt	Mt	%Ash	%VM	%S	Kcal/kgCV	Mt	%Ash	%VM	%S	Kcal/kgCV	Mt	%Ash	%VM	%S	Kcal/kgCV
Australia																			
NSWEC[3,4,5,6]	OC	79	21	100	62	16.1	30.2	0.53	5,780	16	16.1	30.2	0.53	5,780	78	16.1	30.2	0.53	5,780
Total energy coal		**79**	**21**	**100**	**62**	**16.1**	**30.2**	**0.53**	**5,780**	**16**	**16.1**	**30.2**	**0.53**	**5,780**	**78**	**16.1**	**30.2**	**0.53**	**5,780**

1. Coal reserves is used as an equivalent term to mineral reserves.
2. Coal reserves are reported in this report in accordance with S-K 1300 and are presented for the portion attributable to BHP's economic interest. All tonnes and quality information have been rounded, small differences may be present in the totals.
3. NSWEC, in which BHP has a 100% interest, includes Mt Arthur Coal deposit.
4. Coal qualities are presented on an air-dried basis. Tonnages for the coal reserves are reported on a run-of-mine moisture basis of 8.1%. Tonnages for the marketable reserves are reported at a moisture basis of 10.4%.
5. The point of reference for the coal reserves was as delivered to the coal handling process plant.
6. Coal reserve estimates were based on the average three-year historic thermal coal price of US$174.26/t specification Newcastle FOB, 6,000 kcal/t net as received.

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6.7 Potash

Mineral resources

As at 30 June 2025

Potash[1,2]	Mining method	Measured Mineral Resources Tonnage Mt	Measured Mineral Resources Qualities %K2O	Measured Mineral Resources Qualities %Insol.	Measured Mineral Resources Qualities %MgO	Indicated Mineral Resources Tonnage Mt	Indicated Mineral Resources Qualities %K2O	Indicated Mineral Resources Qualities %Insol.	Indicated Mineral Resources Qualities %MgO	Measured + Indicated Mineral Resources Tonnage Mt	Measured + Indicated Mineral Resources Qualities %K2O	Measured + Indicated Mineral Resources Qualities %Insol.	Measured + Indicated Mineral Resources Qualities %MgO	Inferred Mineral Resources Tonnage Mt	Inferred Mineral Resources Qualities %K2O	Inferred Mineral Resources Qualities %Insol.	Inferred Mineral Resources Qualities %MgO
Canada																	
Jansen[3,4,5,6,7,8,9]																	
LPL	UG	–	–	–	–	–	–	–	–	–	–	–	–	1,280	25.6	7.7	0.08
Total potash		–	–	–	–	–	–	–	–	–	–	–	–	**1,280**	**25.6**	**7.7**	**0.08**

1. Mineral resources are reported in this report in accordance with S-K 1300 and are presented for the portion attributable to BHP's economic interest. All tonnes and quality information have been rounded, small differences may be present in the totals.
2. Mineral resources are presented exclusive of mineral reserves.
3. Jansen, in which BHP has a 100% interest, is considered a material property for the purposes of Item 1304 of S-K 1300.
4. The point of reference for the mineral resources was in situ.
5. Mineral resources estimates were based on a potash price of US$342/t (real basis). The primary basis was Nutrien's quarterly published offshore and onshore realised price from 2011 to 2024.
6. Mineral resources are stated for the Lower Patient Lake (LPL) potash unit and using a seam thickness of 3.96 m from the top of 406 clay seam.
7. Mineral resources are based on the expected metallurgical recovery of 88%.
8. Potash or sylvite (KCl) content of the deposit is reported in potassium oxide form (K_2O). The conversion from KCl to K_2O uses a mineralogical conversion factor of 1.583.
9. Mineral resources tonnages are reported on an in situ moisture content basis and was estimated to be 0.3%.

Mineral reserves

As at 30 June 2025

Potash[1]	Mining method	Proven Mineral Reserves Tonnage Mt	Proven Mineral Reserves Qualities %K2O	Proven Mineral Reserves Qualities %Insol.	Proven Mineral Reserves Qualities %MgO	Probable Mineral Reserves Tonnage Mt	Probable Mineral Reserves Qualities %K2O	Probable Mineral Reserves Qualities %Insol.	Probable Mineral Reserves Qualities %MgO	Total Mineral Reserves Tonnage Mt	Total Mineral Reserves Qualities %K2O	Total Mineral Reserves Qualities %Insol.	Total Mineral Reserves Qualities %MgO
Canada													
Jansen[2,3,4,5,6,7,8]													
LPL	UG	–	–	–	–	1,070	24.9	7.5	0.10	1,070	24.9	7.5	0.10
Total potash		–	–	–	–	**1,070**	**24.9**	**7.5**	**0.10**	**1,070**	**24.9**	**7.5**	**0.10**

1. Mineral reserves are reported in this report in accordance with S-K 1300 and are presented for the portion attributable to BHP's economic interest. All tonnes and quality information have been rounded, small differences may be present in the totals.
2. Jansen, in which BHP has a 100% interest, is considered a material property for the purposes of Item 1304 of S-K 1300.
3. The point of reference for the mineral reserves was ore as delivered to the mill for processing.
4. Mineral reserves estimates were based on a potash price of US$342/t (real basis). The primary basis was Nutrien's quarterly published offshore and onshore realised price from 2011 to 2024.
5. Mineral reserves estimates cut-off is a function of mining parameters and seam thickness. The calculated cut-off grade from economic modelling where the mine plan would be break-even is 10.7% K_2O.
6. Mineral reserves are based on the expected metallurgical recovery of 88%.
7. Potash or sylvite (KCl) content of the deposit is reported in potassium oxide form (K_2O). The conversion from KCl to K_2O uses a mineralogical conversion factor of 1.583.
8. Mineral reserves tonnages are reported on an in situ moisture content basis and was estimated to be 0.3%.

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6.8 Jansen individual property disclosure

6.8.1 Property description

The Jansen potash project is located in the rural municipalities of Leroy and Prairie Rose in the province of Saskatchewan, Canada, approximately 150 kilometres east of the city of Saskatoon.

The geographic coordinate location for the service shaft is Latitude 51°53’56.62”N and Longitude 104°42’53.44”W.



6.8.2 Infrastructure

The site is accessed by road from provincial Highway 16 approximately 12 kilometres to the south and Highway 5 approximately 32 kilometres to the north. Access to the mine site from these highways uses upgraded secondary and/or primary roads from the village of Jansen to the south and the town of Leroy to the north. The nearest commercial airport is in the city of Saskatoon.

Communications, power, water, and natural gas are provided by provincial crown corporations. The pipeline connection to the Saskatoon South East Water supply system for Jansen’s primary water use is complete. The natural gas supply pipeline has been installed. The permanent 230 kV power supply has been constructed and commissioned.

The Jansen site has two mine shafts, the service shaft and the production shaft. The service shaft permanent headframe, hoist houses, and collar house are constructed. The production shaft sinking headframe and ground mounted drum winders are installed and in use.

A third-party rail provider is expected to transport the potash produced from the Jansen site to the port terminal, located in Delta, British Columbia, Canada, which is owned and operated by a third-party provider. The port facility will unload the railcars, store the product, and load shipping vessels.

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The processing facilities to be constructed at Jansen include:

- Raw ore handling, storage and crushing;
- Process mill building wet area comprising attrition scrubbing, de-sliming, flotation and de-brining;
- Process mill building dry area comprising drying, screening, compaction and glazing;
- Tailings processing and reagents;
- Product handling, storage and load out.

Employees of Jansen mine are anticipated to reside in several existing communities located in the area.

6.8.3 Mineral tenure

The total area of the Jansen project lease is approximately 1,156 km^2. Most mineral rights parcels are owned by the Saskatchewan Crown, the remaining mineral parcels are owned by individuals or corporations. To gain access to the potash within mineral parcels owned by individuals or corporations ('freehold mineral lease'), BHP must either purchase the mineral parcels or negotiate mineral lease agreement(s) with the registered owner(s) of the mineral parcel(s). The freehold mineral leases secured by BHP have a term of 21 years and are renewable at the option of BHP for successive terms of 21 years. An annual rental payment of CA$4.94/hectare is also paid to keep these leases in good standing.

All surface lands that form part of the Jansen mine operations footprint have been acquired by BHP Canada.

On 23 November 2012, the Government of Saskatchewan and BHP Canada entered into Potash Lease Special Agreement KLSA 011. This agreement gives BHP Canada the exclusive right to search for, dig, work, mine, extract, recover, process, and carry away subsurface minerals under or within all of the Saskatchewan Crown mineral parcels of KLSA 011. The lease pertains to two categories of lands, 'KLSA 011 Core Lands' comprising primarily the mineral reserves and 'KLSA 011 Expansion Lands', and additional area outside mineral reserves that includes the primarily inferred resources.

During the first three years of KLSA 011, BHP was required to complete CA$12 million of work on the lease area. This work commitment has been met.

Lease description	Area (ha)	%	Expiry date	Annual lease payment[1]
Jansen project total lease area	115,638	100		
KLSA 011 Core lands	63,939.43	55	22/11/2033	1,056,623.66
KLSA 011 Expansion lands	41,724.73	36	22/11/2033	
BHP acquired freehold mineral rights	8,997.56	8	Not applicable	
Total of Core, Expansion, and acquired freehold mineral rights	**114,661.72**	**99**		

1. Annual lease payment in CA$

6.8.4 Registrant interest

BHP does not hold any royalty in Jansen in addition to its economic interest of 100%.

6.8.5 Present condition of property

Jansen is currently in construction phase. A substantial portion of the site grading, drainage and road network is in place. The site is connected to natural gas supply, permanent electrical power, communication fibre and non-potable water. A 2,600 person construction camp has been constructed and is in use. Water treatment facilities, concrete batch plant, temporary site buildings and environmental monitoring equipment has been installed. The service shaft and the production shaft have been excavated and hydrostatically lined. The service shaft permanent headframe, hoist houses, and collar house are constructed. The production shaft sinking headframe and ground mounted drum winders are installed and in use.

6.8.6 Physical condition

Jansen is a development stage property that is in the process of construction. Some permanent infrastructure is in place including site facilities, service and production shafts, along with temporary construction infrastructure. BHP has a construction program to complete all the necessary requirements such as installation of processing, underground development, mining equipment, rail and port facilities to enable the mine to commence operations.

6.8.7 Book value

The total book value for the Jansen property and its associated plant and equipment was US$8.7 billion as of 30 June 2025.

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6.8.8 History of previous operations

There is no history of previous operations on the Jansen project area.

6.8.9 Significant encumbrances

There have been no significant encumbrances to the property identified as of the date of this report. Federal, provincial, municipal permits and approval for construction and operation have been received. All material permits that have been applied for to-date have been received.

6.8.10 Geology and mineralisation

The Jansen potash deposit is located within the Williston Basin, a large, intracratonic, and horizontally bedded sedimentary basin that has not been subject to structural deformation, either faulting or folding.

The potash beds are hosted within the Prairie Evaporite Formation, in regionally extensive, horizontal layers created by the repeated, cyclical evaporation of a shallow, inland sea during the Devonian period. The potash deposit extends from east to west in the province and are relatively uniform, except where there are anomalies due to local alterations or disruption of the potash beds.

In the Jansen area, the potash is at a depth of 800 to 1,050 metres. Two potash members are present the Patience Lake and Belle Plaine members. The Patience Lake Member is further subdivided into Upper Patience Lake and Lower Patience Lake sub-members. The Lower Patience Lake sub-member is the potash horizon targeted for Jansen. The Lower Patience Lake sub-member is composed of sylvite (KCl), halite (NaCl) with variable amounts of disseminated insolubles and clay seams. Carnallite (KCl.MgCl2.6H2O), a mineral which can impact processing and ground stability, occasionally occurs in place of sylvite within the potash layer. Large carnallite zones can typically be mapped using 3D seismic survey information.

The Dawson Bay Formation includes the Second Red Beds Member and the Dawson Bay carbonate members which overlay the Prairie Evaporite Formation. The Dawson Bay Formation in the Jansen area is expected to have low permeability or relatively low inflow deliverability potential.

Approximately 400 metres below the Prairie Evaporite Formation are the Cambrian-Ordovician Winnipeg and Deadwood formations. Sediments of these formations were deposited in near shore, shallow water marine environments on top of the Precambrian rocks. The coarse to fine sands of the formations, host a vast deep saline aquifer that is used for brine disposal.

6.8.11 Mineral resources and mineral reserves

Tables of mineral resources and mineral reserves for Jansen reported by ore type are included in section 6.7.

6.8.12 Changes to mineral resources and mineral reserves

Total mineral resources as at 30 June 2025 has not changed from previous year, as at 30 June 2024 (1,280 Mt).

Total mineral reserves as at 30 June 2025 has not changed from previous year, as at 30 June 2024 (1,070 Mt).

6.8.13 Material assumptions and criteria

The key assumptions in the estimation of mineral resources are summarised as:

- Cut-off parameter of 3.96 m from the top of the 406 clay seam contact with the top of Lower Patience Lake sub-member, aligned with the mining equipment requirements.
- Geological anomalies identification including collapses representing potential water ingress hazards, carnallite anomalies impacting extraction and processing and no potash zones creating additional dilution.
- Exclusion zones sterilising sections of the reserves due to lease boundaries and around drill holes.
- Brine and solid salt waste estimate for disposal modelling into the aquifer and tailings management area.

The key assumptions in the estimation of mineral reserves are summarised as:

- The mining method will be continuous mining using long room and pillar method.
- Extraction ratios to reduce stress and provide room stability.
- Thickness of the roof salt beam (horizon) as potential planes of weakness, impacting amount of ground support or dilution estimates.
- Mine design layout maximising the Mineral Resource extraction based on estimated thicknesses, avoiding anomalies (collapse, massive carnallite and no potash zones) and salt beam modelling.
- Commodity price and operating costs.

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Details of the material assumptions are described in the Technical Report Summary (effective 30 June 2024), incorporated as an exhibit to this Annual Report by reference to the exhibit to the Annual Report on Form 20-F for the year ended 30 June 2024, sections 11 Mineral Resource Estimates, 12 Mineral Reserve Estimates, 13 Mining Methods, 14 Processing and Recovery Methods and 18 Capital and Operating Costs.

7. People – performance data[1,2,3]

Table 1 – Workforce data and diversity by region FY2025

					Employees by gender number and %			
Region	**Number and % of employees**		**Average number and % of contractors[2]**		**Male**	**Male %**	**Female**	**Female %**
Asia	1,631	3.9	3,774	7.6	615	37.7	1,016	62.3
Australia	31,191	75.2	15,631	31.4	19,092	61.2	12,099	38.8
Europe	97	0.2	6	<0.1	39	40.2	58	59.8
North America	749	1.8	2,145	4.3	390	52.1	359	47.9
South America	7,795	18.8	28,284	56.7	4,192	53.8	3,603	46.2
Total	**41,463**	**100**	**49,841**	**100**	**24,328**	**58.7**	**17,135**	**41.3**

Table 2 – Employees by category and diversity for FY2025

			Gender		Region				
Employment category	**Total**	**% of Total**	**Male**	**Female**	**Asia**	**Australia**	**Europe**	**North America**	**South America**
Full time	39,369	94.9	23,723	15,646	1,609	29,413	92	725	7,530
Part time	1,279	3.1	464	815	3	1,268	3	5	0
Fixed term full time	589	1.4	97	492	19	284	2	19	265
Fixed term part time	79	0.2	16	63	0	79	0	0	0
Casual	147	0.4	28	119	0	147	0	0	0
Total	**41,463**	**100**	**24,328**	**17,135**	**1,631**	**31,191**	**97**	**749**	**7,795**

Table 3 – Employees by category and diversity for FY2025

		Gender		Gender %		Age group %			
Category	**Total**	**Male**	**Female**	**Male %**	**Female %**	**Under 30**	**30–39**	**40–49**	**50+**
Senior leaders	246	147	99	59.8	40.2	0.4	7.3	50.8	41.5
Managers	1,354	787	567	58.1	41.9	0.4	22.8	50.8	26.0
Supervisory and professional	18,012	10,084	7,928	56.0	44.0	9.0	38.7	33.8	18.5
Operators and general support	21,851	13,310	8,541	60.9	39.1	21.3	29.3	24.3	25.2
Total	**41,463**	**24,328**	**17,135**	**58.7**	**41.3**	**15.1**	**33.1**	**29.4**	**22.4**

1. Based on a 'point-in-time' snapshot of employees as at 30 June 2025, including employees on extended absence, which was 1,124 in FY2025. There is no significant seasonal variation in employment numbers.
2. Contractor data is collected from internal organisation systems. Contractor data is averaged for a 10-month period, July 2024 to April 2025.
3. Figures reported do not include employees and contractors of the operations located in Brazil, that were acquired as part of the OZ Minerals acquisition completed during FY2023.

Board and executive management diversity

In accordance with UK Listing Rule 14.3.30(2), these tables set out the Board and executive management diversity data as at 30 June 2025.

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Gender identity

	Number of Board members	Percentage of the Board	Number of senior positions on the Board (CEO, CFO, SID and Chair)[4]	Number in executive management[5]	Percentage of executive management[5]
Men	5	56%	3	5	45%
Women	4	44%	–	6	55%
Not specified/prefer not to say	0	0%	–	0	0%

Ethnic background

	Number of Board members	Percentage of the Board	Number of senior positions on the Board[4]	Number in executive management[5]	Percentage of executive management[5]
White British or other White (including minority-white groups)	7	78%	2	7	64%
Mixed/Multiple ethnic groups	1	11%	1	3	27%
Asian/Asian British	1	11%	–	1	9%
Black/African/ Caribbean/Black British	0	0	–	0	0
Other ethnic group	0	0	–	0	0
Not specified/prefer not to say	0	0	–	0	0

4. These tables are set out in the format prescribed by the UK Listing Rules. For BHP, the senior Board positions are the CEO, Senior Independent Director (SID) and Chair as the CFO is not a member of the Board, in line with market practice for Australian listed companies

5. In accordance with the UK Listing Rules, executive management includes the Executive Leadership Team (the most senior executive body below the Board) and the Group Company Secretary, excluding administrative and support staff.

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8. Legal proceedings

The Group is involved from time to time in legal proceedings and government investigations, including claims and pending actions against it seeking damages or clarification or prosecution of legal rights and regulatory inquiries regarding business practices. Insurance or other indemnification protection may offset the financial impact on the Group of a successful claim.

This section summarises the significant legal proceedings, investigations and associated matters in which the Group is currently involved or has finalised since our last Annual Report.

Legal proceedings relating to the failure of the Fundão tailings dam at the Samarco iron ore operations in Minas Gerais and Espírito Santo (Samarco dam failure)

The Group has been involved in numerous legal proceedings relating to the Samarco dam failure. These include legal proceedings brought by government authorities and civil associations claiming environmental and socioeconomic damages and a number of specific remediation measures as a result of the Samarco dam failure, including proceedings in which BHP Brasil is a defendant.

Settlement Agreement with Public Authorities for reparation of the Samarco dam failure

On 25 October 2024, the Federal Government of Brazil, State of Minas Gerais, State of Espírito Santo, public prosecutors and public defenders (Public Authorities) entered into the Settlement Agreement with Samarco Mineração S.A. (Samarco) and its shareholders, BHP Billiton Brasil Ltda. (BHP Brasil) and Vale S.A. (Vale) (together, the Companies) to settle claims relating to the Samarco dam failure. The Settlement Agreement was ratified by the Brazilian Federal Supreme Court on 6 November 2024. On 15 May 2025, the decision that ratified the Settlement Agreement became final and unappealable.

The Settlement Agreement delivers a full and final settlement of the Framework Agreement obligations, as well as the R$20 billion Public Civil claim, the R$155 billion Federal Public Prosecutors' Office claim and other claims by the Public Authorities relating to the Samarco dam failure, described below.

- The public civil action brought by the Federal Government of Brazil, States of Espírito Santo and Minas Gerais and other public authorities against the Companies in November 2015, seeking their joint liability for the full reparation of environmental and socioeconomic damages arising from the Samarco dam failure, in the amount of R$20 billion (approximately US$3.7 billion)[1] (the R$20 billion Public Civil claim).

- The public civil action brought by the Brazilian Federal Public Prosecutors' Office against the Companies, as well as other public entities in May 2016, seeking R$155 billion (approximately US$28.4 billion)[1] for reparation, compensation and social, individual and collective moral damages in relation to the Samarco dam failure (the R$155 billion Federal Public Prosecutors' Office claim).

- The public civil action brought by the State Prosecutors' Office of Minas Gerais against the Companies in December 2015 claiming indemnification for moral and material damages to an unspecified group of individuals affected by the Samarco dam failure, including the payment of costs for housing and social, economic assistance (CPA Mariana I) and related enforcement proceedings, and other public civil actions against the Companies related to damages that, according to the State Prosecutors, were not covered by CPA Mariana I.

Over the years, Samarco, Vale, BHP Brasil and public authorities have entered into agreements for the remediation of damages resulting from the Samarco dam failure.

- In March 2016, the Companies entered into a Framework Agreement with the Federal Government of Brazil, the States of Espírito Santo and Minas Gerais and certain other public authorities to establish a foundation (Renova Foundation) maintained by the Companies to develop and execute environmental and socioeconomic programs (Programs) to remediate and provide compensation for damages caused by the Samarco dam failure.

- In June 2018, the Companies, the other parties to the Framework Agreement, the Public Prosecutors' Office[2] and the Public Defense Office[3] entered into a Governance Agreement, which settled the merits phase of the R$20 billion Public Civil claim and established a process to renegotiate the Programs to progress settlement of the R$155 billion Federal Public Prosecutors' Office claim. The obligations provided for in the previous agreements in the context of the Samarco dam failure, including the Framework Agreement and the Governance Agreement, were extinguished and replaced by the Settlement Agreement.

The financial value of the Settlement Agreement, as at the announcement date, was R$170 billion (approximately US$31.7 billion)[4] on a 100 per cent basis, including amounts spent as at the announcement date plus subsequent payments and obligations as follows:

- R$38 billion (approximately US$7.9 billion)[4] in amounts spent to 30 September 2024 on remediation and compensation since 2016.

- R$100 billion (approximately US$18 billion)[4] in instalments over 20 years to the Public Authorities, the relevant municipalities and Indigenous peoples and Traditional communities for the execution of measures provided for in the Settlement Agreement (Obligation to Pay).

- Additional performance obligations for an estimated financial value of approximately R$32 billion (approximately US$5.8 billion)[4] that will be carried out by Samarco in accordance with the terms of the Settlement Agreement (Obligations to Perform). These obligations include remediation and compensation programs that are expected to be largely completed over the next 15 years.

Under the Settlement Agreement, Samarco is the primary obligor for the settlement obligations and BHP Brasil and Vale are each secondary obligors of any obligation that Samarco cannot fund or perform in proportion to their shareholding at the time of the dam failure, which was 50 per cent each.

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Some of the key obligations of the Settlement Agreement include:

- compensation to programs for the benefit of people, communities and the environment in the affected regions, including R$11 billion (approximately US$2 billion)[4] for universal water sanitation, R$12 billion (approximately US$2.2 billion)[4] for health programs, R$6.5 billion (approximately US$1.2 billion)[4] for economic recovery programs, R$4.3 billion (approximately US$770 million)[4] for improvements to road and infrastructure, R$2 billion (approximately US$360 million)[4] for a flood response fund, R$2.4 billion (approximately US$432 million)[4] to foster fishing and biodiversity, R$1 billion (approximately US$180 million)[4] for a program to support women, R$5.7 billion (approximately US$1 billion)[4] for a social participation fund for investment in education, culture, sports and food security, and R$3.75 billion (approximately US$674 million)[4] for an income assistance program to support the most vulnerable people.
- provision of R$8 billion (US$1.44 billion[4]) to eligible Indigenous peoples and Traditional communities with the allocation of funds to be determined by Indigenous and Traditional communities following a consultation process to be conducted by the Federal Government
- compensation payments of R$95,000 per person to eligible fishermen and farmers and R$13,018 per person to eligible individuals with water damage claims
- establishment of a further compensation and indemnification system known as the Definitive Indemnification Program (PID), which provides payments of R$35,000 per eligible individual and small business

In view of the Settlement Agreement, the main proceedings brought by its signatories against BHP Brasil, Vale, Samarco and/or Renova Foundation have now been terminated, including the R$20 billion Public Civil claim and the R$155 billion Federal Public Prosecutors' Office claim, the 14 enforcement proceedings linked to the referred civil public actions (CPAs), and the CPA concerning alleged gender discrimination. The Settlement Agreement provides that the collective socio-environmental and socioeconomic damages of any nature (including social, moral and non-economic damages) arising from the dam failure are compensated and remediated by the Obligations to Perform and Obligation to Pay and that no additional obligations will be required for the reparation and compensation of the collective damages. Pursuant to the Settlement Agreement, the Renova Foundation's governance body ceased on signing of the Settlement Agreement and the Renova Foundation's Programs will be completed or transferred to Samarco or to the Federal or State Governments of Brazil within 12 months of signing of the Settlement Agreement.

The Settlement Agreement did not resolve all claims related to the Samarco dam failure. For instance, the Settlement Agreement did not resolve the Australian class action complaint, UK group action complaint, the group action claim brought against certain Vale and Samarco entities in the Netherlands, criminal charges against the Companies and certain individuals, certain CPAs commenced by private associations, including the CPAs concerning the use of Tanfloc for water treatment, trailing litigation from individuals, Indigenous peoples and Traditional communities and businesses (among others), and future or unknown claims, which may arise from new information or damages in connection with the dam failure, such as potential claims alleging health impacts to individuals.

The Settlement Agreement and application thereof has been the subject of claims that seek to, among other things, change the eligibility parameters of the Settlement Agreement. The Companies are defending these claims.

In addition, actions for alleged damages, fees and/or expenses related to claims concerning the Samarco dam failure have been, and may in the future be, brought against the Group.

The potential liabilities resulting from current and future claims, lawsuits, proceedings, enforcement actions and other obligations relating to the Samarco dam failure not resolved by the Settlement Agreement, together with the potential cost of implementing remedies sought in the various proceedings, cannot be reliably estimated with certainty at this time and there is a risk that outcomes may be materially higher or lower than amounts reflected in BHP Brasil's provision and contingencies for the Samarco dam failure.

For more information on BHP Brasil's provision and contingencies for the Samarco dam failure refer to Financial Statements note 4 'Significant events – Samarco dam failure'

Civil public actions commenced by associations concerning the use of Tanfloc for water treatment

On 17 November 2023, the Federal Court dismissed the lawsuit filed by four associations due to procedural reasons. The judgement is final and unappealable. In July 2024, two further associations filed another lawsuit against the Companies and others, including the States of Minas Gerais and Espírito Santo, the Federal Government and the Water Treatment Companies, who were all also defendants in the first lawsuit.

This second lawsuit was also dismissed due to procedural reasons on 12 November 2024 and the associations have appealed this judgement. In both lawsuits the plaintiffs alleged that the defendants carried out a clandestine study on the citizens of the locations affected by the Samarco dam failure where Tanfloc (a tannin-based flocculant/coagulant) was used in the water treatment process. The plaintiffs claim that this product put the population at risk due to its alleged experimental qualities and the dosage applied. The plaintiffs presented largely similar pleas e.g. material damages, moral damages.

Indigenous communities – Civil public action for partial nullity of agreements

The Companies are involved in a number of proceedings related to claims involving Indigenous communities. In February 2024, the Federal Prosecutor's Office filed a collective lawsuit against the Companies, alleging that the settlement agreements entered into between Renova Foundation and the Indigenous communities of Tupiniquim Guarani, Mboapy Pindó and Comboios contain nullities regarding the release of monthly Emergency Subsistence Aid (ASE), and requested an injunction ordering the Companies to continue to pay ASE to the Indigenous peoples of the Tupiniquim, Comboios and Caieiras Velha II, in the Indigenous Lands of Aracruz, State of Espírito Santo in Brazil, following certain new rules, including an increase in the monthly payment amount. On 4 March 2024, the Federal Court granted the Federal Prosecutor's request for a preliminary injunction, which was later overturned in April 2024. On 31 October 2024, the Federal Court granted the Federal Prosecutor's Office's request to nullify the clauses in the agreements with the Tupiniquim Guarani, Comboios and Mboapy Pindó communities regarding releases of ASE, but suspended the terms of its own rule until the Companies' appeal against the injunction relief previously granted was ruled on, acknowledging that the Settlement Agreement had provisions concerning the Indigenous communities. On 27 March 2025, the Companies appealed the decision. A decision on the appeal is pending. Following the Settlement Agreement, the Companies filed a request for the suspension of the lawsuit.

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Other civil proceedings in Brazil

As noted, BHP Brasil is among the companies named as a defendant in a number of legal proceedings initiated by individuals, non-governmental organisations, corporations and governmental entities in Brazilian Federal and State courts following the Samarco dam failure. The other defendants include Vale, Samarco and Renova Foundation.

The lawsuits include claims for compensation, environmental reparation and violations of Brazilian environmental and other laws, among other matters. The lawsuits seek various remedies, including reparation costs, compensation to injured individuals and families of the deceased, recovery of personal and property losses, moral damages and injunctive relief. Certain of these legal proceedings are outside the scope of the Settlement Agreement.

In addition, government inquiries, studies and investigations relating to the Samarco dam failure and actions taken in response to it have been commenced by numerous agencies and individuals of the Brazilian Government and may still be ongoing. Additional legal proceedings and government investigations relating to the Samarco dam failure could be brought against BHP Brasil and other Group entities in Brazil or other jurisdictions. The outcomes of these claims, investigations and proceedings remain uncertain and continue to be disclosed as contingent liabilities.

For more information on the Samarco dam failure refer to OFR 10

As of 30 June 2025, Samarco had been named as a defendant in more than 88,000 small claims for moral damages in which people argue their public water service was interrupted for between five and 10 days, of which approximately 29,000 claims are still active. BHP Brasil is a co-defendant in more than approximately 25,400 of these cases.

The Settlement Agreement does not resolve existing claims by individuals, however it provided for an indemnification proposal of R$13,018 per person to individuals who have unresolved lawsuits in connection with water damage claims. As of 30 June 2025, Samarco has reached settlement in more than 1,100 individual cases, including 350 cases in which BHP Brasil is a co-defendant. Alternatively, the Brazilian Code of Civil Procedure provides that repetitive claims can be settled through a proceeding known as the Resolution of Repetitive Demands Procedure (IRDR). Under the IRDR, a court will hear a ‘pilot case’ representative of such recurring legal matters and the judgement in that decision will set a precedent for the resolution of similar cases in that jurisdiction. An IRDR has been established in the State of Minas Gerais and the Court in the pilot case has ruled that the mandatory parameter for resolution of claims will be the payment of R$2,000 (approximately US$336[1]) per individual claim for moral damages due to the suspension of public water supply. Appeals before higher courts were filed. On 21 May 2024, the Superior Court of Justice granted the State Prosecutor of Minas Gerais request to declare null the IRDR due to the alleged failure to satisfy the procedural requirements necessary for its formal admissibility. The decision was challenged before the Superior Court of Justice and a decision on the matter is pending.

Samarco’s judicial reorganisation

On 9 April 2021, Samarco filed for judicial reorganisation (JR) and on 1 September 2023 the Second Business State Court for the Belo Horizonte District of Minas Gerais (JR Court) confirmed Samarco’s Judicial Reorganisation Plan (JR Plan). Under the JR Plan, Samarco’s funding of obligations to remediate and compensate the damages resulting from the dam failure is capped at US$1 billion for the period CY2024 to CY2030. Notwithstanding this cap, and subject to certain conditions, to the extent that Samarco each year has a positive cash balance after meeting its various obligations, during this period Samarco’s shareholders are able to direct 50 per cent of Samarco’s year-end excess cash balance to fund remediation obligations, including those arising from the Settlement Agreement. On 11August, Samarco formally emerged from JR following a judicial decision from the JR Court. Samarco is still required to implement the JR Plan.

Class or group action claims

BHP Group Limited and certain of its subsidiaries have been named as defendants in class or group action claims related to the Samarco dam failure. The most significant of those claims are summarised in the below.

- BHP Group Limited is named as a defendant in a shareholder class action in the Federal Court of Australia on behalf of persons who acquired shares on the ASX, JSE or LSE in BHP Group Limited or BHP Group Plc (now BHP Group (UK) Ltd) in periods prior to the Samarco dam failure. The amount of damages sought in the class action is unspecified. A trial is scheduled to commence in September 2025.
- BHP Group (UK) Ltd (formerly BHP Group Plc) and BHP Group Limited (together, the BHP Defendants) are named as defendants in group action claims for damages filed in the courts of England. These claims were filed on behalf of certain individuals, municipalities, businesses and communities in Brazil allegedly impacted by the Samarco dam failure. The amount of damages sought in these claims is unspecified. The BHP Defendants subsequently filed a contribution claim against Vale, which was withdrawn after reaching the agreement in July 2024 described below. A trial in relation to the BHP Defendants’ liability for the dam failure concluded in March 2025 and a ruling on liability is pending. In the event that the BHP Defendants are found liable, a second trial has been listed to commence in October 2026, directed to generic issues of causation and quantification. Subject to the outcome of those trials, a further trial may be necessary to determine the amount of any damages and compensation owed to the claimants. The outcome of these proceedings, including the extent of any liability or damages, remains uncertain.

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- In January 2024, the BHP Defendants were served with a new group action filed in the courts of England on behalf of additional individuals and businesses in Brazil allegedly impacted by the Samarco dam failure. The new action makes broadly the same claims as the original action and the amount of damages sought in these claims is unspecified. The claims have been stayed by the English court pending the outcome of the liability trial referred to above.

In March 2024, a collective action complaint was filed in the Netherlands against Vale and a Dutch subsidiary of Samarco for compensation relating to the Samarco dam failure. That complaint, which formally commenced in February 2025, indicates that these claims were filed on behalf of certain individuals, municipalities, businesses, associations and faith-based institutions allegedly impacted by the Samarco dam failure who are not also claimants in the UK group action claims referred to above. BHP is not a defendant in the Netherlands proceedings.

In July 2024, the BHP Defendants, BHP Brasil and Vale entered into an agreement – without any admission of liability in any proceedings – whereby: (i) Vale will pay 50 per cent of any amounts that may be payable by the BHP Defendants to the claimants in the UK group action claims (or by the BHP Defendants, BHP Brasil or their related parties to claimants in any other proceedings in Brazil, England or the Netherlands covered by the agreement); and (ii) BHP Brasil will pay 50 per cent of any amounts that may be payable by Vale to the claimants in the Netherlands proceedings (or by Vale or its related parties to claimants in any other proceedings in Brazil, England or the Netherlands covered by the agreement). The agreement reinforces the terms of the Framework Agreement entered into in 2016, which require BHP Brasil and Vale to each contribute 50 per cent to the funding of the Renova Foundation for compensation of persons impacted by the Samarco dam failure where Samarco is unable to contribute that funding. While the Settlement Agreement, referred to above, did not resolve the English and Netherlands proceedings, certain claimants in those proceedings are eligible to receive payments under the Settlement Agreement if they choose to do so.

In October 2024, certain Brazilian municipalities, who are claimants in the UK group action claims referred to in the previous column, brought criminal contempt proceedings against the BHP Defendants in relation to their alleged involvement in a constitutional claim brought by a third-party Brazilian mining association (IBRAM) before the Brazilian Supreme Court. In June 2025, the High Court in London rejected the BHP Defendants' application to strike out the proceedings, allowing the contempt proceedings to continue. The BHP Defendants have sought permission to appeal that decision. The contempt proceedings remain ongoing and the outcome is uncertain at this stage.

Criminal charges

On 20 October 2016, the Federal Prosecutors' Office in Brazil filed criminal charges against the Companies and certain of their employees and former employees in the Federal Court of Ponte Nova, Minas Gerais. On 3 March 2017, BHP Brasil and the charged employees and former employees of BHP Brasil (Affected Individuals) filed their preliminary defences. The Federal Court granted decisions in favour of all eight Affected Individuals, terminating the charges against those individuals. On 14 November 2024, the Federal Court Judge issued a decision acquitting the Companies and certain individuals affiliated with Vale, Samarco and VogBR (Samarco's independent consultant involved in the maintenance of the tailings dam) from all charges. On 10 December 2024, the Federal Prosecutors' Office appealed and a decision by the Federal Court of Appeals is pending.

Legal proceedings unrelated to the Samarco dam failure

South African class action claim

In August 2023, an application to commence a class action was filed in the High Court of South Africa on behalf of current and former mine workers (and the dependants of certain mine workers). The mine workers are alleged to have contracted coal mine dust lung disease and to have worked at specified coal mines in South Africa between 1965 and the filing date. 'BHP Billiton Plc Incorporated' is named as a respondent, alongside South32 SA Holdings Limited and Seriti Power (Proprietary) Limited. The claims against the BHP entity relate to the period from 1999 to 2015. The relevant businesses were divested in 2015 as part of the demerger of South32 Limited.

The matter is currently at the certification stage whereby the South African Court must first grant permission for a class action to proceed. BHP, South32 and Seriti have filed notices opposing certification. The amount of damages sought by the Applicants on behalf of the putative class is unspecified. BHP has notified South32 that it considers any liability to the Applicants arising from the class action to be indemnified under the terms of the Separation Deed agreed as part of the demerger of South32 in 2015.

Federal Court of Australia sexual harassment and sex discrimination class action

In December 2024, BHP Group Limited was served with a class action proceeding in the Federal Court of Australia in relation to allegations of sexual harassment and sex discrimination. The claim was brought on behalf of all women who worked at BHP's Australian workplaces at any time during the period from 12 November 2003 to 11 March 2024 who were impacted by the alleged conduct. The proceeding remains at an early stage and the amount of damages sought is unspecified.

Footnotes

1 Based on the exchange rate as at 30 June 2025 BLR/US$ of 5.46.
2 The Public Prosecutors' Office includes the Federal, State of Minas Gerais and State of Espírito Santo public prosecutors' offices.
3 The Public Defense Office includes the Federal, State of Minas Gerais and State of Espírito Santo public defense offices.
4 US$ amounts for amounts already spent is calculated based on actual transactional (historical) exchange rates related to funding provided to Renova. Future expenditure is calculated using BRL/US$ exchange rate of 5.56. All future financial obligations are presented on a real, undiscounted basis and will accrue inflation at the IPCA inflation rate. Payments will be made in Brazilian Reais.

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9. Shareholder information

9.1 History and development

BHP Group Limited (formerly BHP Billiton Limited, before then BHP Limited and, before that, The Broken Hill Proprietary Company Limited) was incorporated in 1885 and is registered in Australia with ABN 49 004 028 077.

9.2 Markets

As at the date of this Annual Report, BHP Group Limited has a primary listing on the Australian Securities Exchange (ASX) (ticker BHP) in Australia, an international secondary listing on the London Stock Exchange (LSE) (ticker BHP), a secondary listing on the Johannesburg Stock Exchange (ticker BHG) and is listed on the New York Stock Exchange (NYSE) in the United States.

Trading on the NYSE is in the form of American Depositary Receipts (ADRs) evidencing American Depositary Shares (ADSs), with each ADS representing two ordinary shares of BHP Group Limited. Citibank N.A. (Citibank) is the Depositary for the ADS program. BHP Group Limited's ADSs have been listed for trading on the NYSE (ticker BHP) since 28 May 1987.

9.3 Organisational structure

BHP Group Limited is the ultimate parent company of all subsidiaries within the BHP Group.

From June 2001 to January 2022, BHP operated under a Dual Listed Company (DLC) structure, with two separate parent companies (BHP Group Limited and BHP Group Plc (now BHP Group (UK) Limited)) and their respective subsidiaries operating as a single unified economic entity run by a unified Board and senior executive management team.

On 31 January 2022, BHP unified its DLC structure, following which BHP Group Plc (now BHP Group (UK) Limited) became a subsidiary of BHP Group Limited.

9.4 Constitution

This section sets out a summary of BHP Group Limited's Constitution, as well as other related arrangements under applicable laws and regulations.

Provisions of the Constitution of BHP Group Limited can be amended only where such amendment is approved by special resolution. A special resolution is a resolution that is passed by at least 75 per cent (i.e. at least three quarters) of the votes cast by BHP shareholders entitled to vote being in favour of the resolution.

Board

The Board may exercise all powers of BHP, other than those that are reserved for BHP shareholders to exercise in a general meeting.

Power to issue securities

Under the Constitution, the Board has the power to issue any BHP shares or other securities (including redeemable shares) with preferred, deferred or other special rights, obligations or restrictions. The Board may issue shares on any terms it considers appropriate, provided that:

- the issue does not affect any special rights of shareholders
- if required, the issue is approved by shareholders
- if the issue is of a class other than ordinary shares, the rights attaching to the class are expressed at the date of issue

Restrictions on voting by Directors

A Director may not vote in respect of any contract or arrangement or any other proposal in which they have a material personal interest except in certain prescribed circumstances, including (subject to applicable laws) where the material personal interest:

- arises because the Director is a shareholder of BHP and is held in common with the other shareholders of BHP
- arises in relation to the Director's remuneration as a Director of BHP
- relates to a contract BHP is proposing to enter into that is subject to approval by the shareholders and will not impose any obligation on BHP if it is not approved by the shareholders
- arises merely because the Director is a guarantor or has given an indemnity or security for all or part of a loan, or proposed loan, to BHP
- arises merely because the Director has a right of subrogation in relation to a guarantee or indemnity referred to above
- relates to a contract that insures or would insure the Director against liabilities the Director incurs as an officer of BHP, but only if the contract does not make BHP or a related body corporate the insurer

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- relates to any payment by BHP or a related body corporate in respect of an indemnity permitted by law, or any contract relating to or containing such an indemnity, or
- is in a contract or proposed contract with or for the benefit of or on behalf of a related body corporate and arises merely because the Director is a director of the related body corporate

If a Director has a material personal interest and is not entitled to vote on a proposal, they will not be counted in the quorum for any vote on a resolution concerning the material personal interest.

Loans by Directors

Any Director may lend money to BHP at interest with or without security or may, for a commission or profit, guarantee the repayment of any money borrowed by BHP and underwrite or guarantee the subscription of shares or securities of BHP or of any corporation in which BHP may be interested without being disqualified as a Director and without being liable to account to BHP for any commission or profit.

Appointment and retirement of Directors

Appointment of Directors

The Constitution provides that a person may be appointed as a Director of BHP Group Limited by the existing Directors of BHP or may be elected by the shareholders in a general meeting.

Any person appointed as a Director of BHP Group Limited by the existing Directors will hold office only until the next general meeting that includes an election of Directors.

A person may be nominated by shareholders as a Director of BHP Group Limited if:

- a shareholder provides a valid written and signed notice of the nomination,
- the person nominated by the shareholder satisfies candidature for the office and provides written and signed notice of their willingness to be elected as a Director

and the nomination is provided at least 40 business days before the date of the general meeting. The person nominated as a Director may be elected to the Board by ordinary resolution passed in a general meeting.

Retirement of Directors

The Board has adopted a policy under which all Non-executive Directors must, if they wish to remain on the Board, seek re-election by shareholders annually. This policy took effect in 2011 and replaced the previous system that required Non-executive Directors to submit themselves to shareholders for re-election at least every three years.

A Director may be removed from the Board in accordance with applicable law and must vacate their office as a Director in certain circumstances set out in the Constitution. There is no requirement for a Director to retire on reaching a certain age.

Rights attaching to shares

Dividend rights

Under Australian law, dividends on shares may be paid only if the company's assets exceed its liabilities immediately before the dividend is determined and the excess is sufficient for payment of the dividend, the payment of the dividend is fair and reasonable to the company's shareholders as a whole and the payment of the dividend does not materially prejudice the company's ability to pay its creditors.

The Constitution provides that payment of any dividend may be made in any manner, by any means and in any currency determined by the Board.

All unclaimed dividends may be invested or otherwise used by the Board for the benefit of BHP until claimed or otherwise disposed of according to law. BHP Group Limited is governed by the Victorian unclaimed monies legislation, which requires BHP to pay to the State Revenue Office any unclaimed dividend payments of A$20 or more that have remained unclaimed for over 12 months.

Voting rights

For the purposes of determining which shareholders are entitled to attend or vote at a meeting of BHP Group Limited and how many votes such shareholder may cast, the Notice of Meeting specifies when a shareholder must be entered on the Register of Shareholders in order to have the right to attend or vote at the meeting. The specified time must be not more than 48 hours before the time of the meeting.

Shareholders who wish to appoint a proxy to attend, vote or speak at a meeting of BHP Group Limited on their behalf must deposit the form appointing a proxy so that it is received not less than 48 hours before the time of the meeting.

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Rights to share in profits

The rights attached to shares of BHP Group Limited, as regards the participation in the profits available for distribution that the Board determines to distribute, are as follows:

- The holders of any preference shares will be entitled, in priority to any payment of dividend to the holders of any other class of shares, to a preferred right to participate as regards dividends up to but not beyond a specified amount in distribution.
- Any surplus remaining after payment of the distributions above will be payable to the holders of ordinary shares in equal amounts per share.

Rights on return of assets on liquidation

On a return of assets on liquidation of BHP Group Limited, the assets of BHP Group Limited remaining available for distribution among shareholders after the payment of all prior ranking amounts owed to all creditors and holders of preference shares, and to all prior ranking statutory entitlements, are to be applied equally to the holders of BHP Group Limited ordinary shares. Any surplus remaining is to be applied in making payments solely to the holders of BHP Group Limited ordinary shares in accordance with their entitlements.

Redemption of preference shares

If BHP Group Limited at any time proposes to create and issue any preference shares, the terms of the preference shares may give either or both of BHP Group Limited and the holder the right to redeem the preference shares.

The preference shares' terms may also give the holder the right to convert the preference shares into ordinary shares.

Under the Constitution, the preference shares must give the holders:

- the right (on redemption and on a winding-up) to payment in cash in priority to any other class of shares of (i) the amount paid or agreed to be considered as paid on each of the preference shares; and (ii) the amount, if any, equal to the aggregate of any dividends accrued but unpaid and of any arrears of dividends
- the right, in priority to any payment of dividend on any other class of shares, to the preferential dividend

Capital calls

Subject to the terms on which any shares may have been issued, the Board may make calls on the shareholders in respect of all monies unpaid on their shares. BHP Group Limited has a lien on every partly paid share for all amounts payable in respect of that share. Each shareholder is liable to pay the amount of each call in the manner, at the time and at the place specified by the Board (subject to receiving at least 14 days' notice specifying the time and place for payment). A call is considered to have been made at the time when the resolution of the Board authorising the call was passed.

Borrowing powers

Subject to relevant law, the Directors may exercise all powers of BHP to borrow money and to mortgage or charge its undertaking, property, assets (both present and future) and all uncalled capital or any part or parts thereof, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of BHP or of any third party.

Variation of class rights

Rights attached to any class of shares issued by BHP Group Limited can only be varied where such variation is approved by:

- the company as a special resolution, and
- the holders of the issued shares of the affected class, either by a special resolution passed at a separate meeting of the holders of the issued shares of the class affected, or with the written consent of members with at least 75 per cent of the votes of that class

Annual General Meetings

The Annual General Meeting (AGM) provides a forum to facilitate the sharing of shareholder views and is an important event in the BHP calendar. The meeting provides an update for shareholders on our performance and offers an opportunity for shareholders to ask questions and vote. To vote at an AGM, a shareholder must be a registered holder of BHP Group Limited shares at a designated time before the relevant AGM.

Key members of management, including the Chief Executive Officer (CEO) and Chief Financial Officer, are present and available to answer questions. The External Auditor will also be available to answer questions.

Proceedings at AGMs are webcast live from our website. Copies of the speeches delivered by the Chair and CEO to the AGM are released to the relevant stock exchanges and posted on our website. The outcome of voting on the items of business are released to the relevant stock exchanges and posted on our website as soon as they are available following completion of the AGM and finalisation of the polls.

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More information on our AGMs is available at bhp.com/meetings

Conditions governing general meetings

The Board may, and must on requisition in accordance with applicable laws, call a general meeting of the shareholders at the time and place or places and in the manner determined by the Board. No shareholder may convene a general meeting of BHP Group Limited except where entitled under law to do so. Any Director may convene a general meeting whenever the Director thinks fit. General meetings can also be adjourned, cancelled or postponed where permitted by law or the Constitution. Notice of a general meeting must be given to each shareholder entitled to vote at the meeting and such notice of meeting may be given in the form and manner in which the Board thinks fit subject to any applicable law. Five shareholders of the company present in person or by proxy constitute a quorum for a general meeting. A shareholder who is entitled to attend and cast a vote at a general meeting of BHP Group Limited may appoint a person as a proxy to attend and vote for the shareholder in accordance with applicable law. All provisions of the Constitution relating to general meetings apply with any necessary modifications to any special meeting of any class of shareholders that may be held.

Limitations of rights to own securities

There are no limitations under the Constitution restricting the right to own BHP shares or other securities. The Australian Foreign Acquisitions and Takeovers Act 1975 imposes a number of conditions that restrict foreign ownership of Australian-based companies.

For information on share control limits imposed by relevant laws refer to Additional Information 9.9

Documents on display

Documents filed by BHP Group Limited on the Australian Securities Exchange (ASX) are available at asx.com.au and documents filed on the London Stock Exchange (LSE) are available at data.fca.org.uk/#/nsm/nationalstoragemechanism. Documents filed on the ASX or on the LSE are not incorporated by reference into this Annual Report. The documents referred to in this Annual Report as being available on our website, bhp.com, are not incorporated by reference and do not form part of this Annual Report.

BHP Group Limited files Annual Reports and other reports and information with the US Securities and Exchange Commission (SEC). These filings are available on the SEC website at sec.gov.

9.5 Share ownership

Share capital

The details of the share capital for BHP Group Limited are presented in Financial Statements note 17 ‘Share capital’ and remain current as at 8 July 2025.

Substantial shareholders in BHP Group Limited

BHP Group Limited is not directly or indirectly controlled by another corporation or by any government. No shareholder possesses voting rights that differ from those attaching to all of BHP Group Limited’s voting securities.

The following table shows holdings of 5 per cent or more of voting rights in BHP Group Limited’s shares as notified to BHP Group Limited under the Australian Corporations Act 2001 (Cth), Section 671B as at 8 July 2025.

		Date of last notice			
Title of class	Identity of person or group	Date received	Date of change	Number owned	% of total voting rights[1]
Ordinary shares	State Street Corporation	3 February 2025	30 January 2025	361,526,566	7.13%
Ordinary shares	BlackRock Group[2]	03 February 2022	31 January 2022	347,008,470	6.85%
Ordinary shares	The Vanguard Group Inc.	24 April 2025	16 April 2025	304,608,271	6.001%
Ordinary shares	Citigroup Global Markets Australia Pty Limited	15 May 2025	12 May 2025	268,965,425.83	5.2988%

1. The percentages quoted are based on the voting rights provided in the last substantial shareholders’ notice.
2. In addition, on 3 February 2022, BlackRock Group notified that, as of 31 January 2022, it owned 4,152,969 American Depositary Receipts, with a voting power of 0.08 per cent. Each American Depositary Receipt represents two fully paid ordinary shares in BHP Group Limited.

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Twenty largest shareholders as at 8 July 2025 (as named on the Register of Shareholders)[1]

BHP Group Limited		Number of fully paid shares	% of issued capital
1.	HSBC Custody Nominees (Australia) Limited [2]	1,505,458,857	29.66
2.	J P Morgan Nominees Australia Pty Limited	877,830,070	17.29
3.	Citicorp Nominees Pty Ltd	426,995,047	8.41
4.	Citicorp Nominees Pty Limited <Citibank NY ADR DEP A/C>	247,550,949	4.88
5.	Computershare Clearing Pty Ltd <CCNL DI A/C>[3]	164,786,389	3.25
6.	South Africa Control A/C\C[4]	151,225,339	2.98
7.	7.BNP Paribas Nominees Pty Ltd <Agency Lending A/C>[5]	89,225,270	1.76
8.	8.BNP Paribas Noms Pty Ltd	72,150,040	1.42
9.	National Nominees Limited	53,504,139	1.05
10.	.HSBC Custody Nominees (Australia) Limited <Nt-Comnwlth Super Corp A/C>	36,568,252	0.72
11.	Citicorp Nominees Pty Limited <Colonial First State Inv A/C>	33,182,779	0.65
12.	BNP Paribas Nominees Pty Ltd <Clearstream>	25,260,593	0.50
13.	BNP Paribas Nominees Pty Ltd <HUB24 Custodial Serv Ltd>	24,183,029	0.48
14.	Computershare Nominees CI Ltd <ASX Shareplus Control A/C>	23,724,947	0.47
15.	HSBC Custody Nominees (Australia) Limited	19,088,716	0.38
16.	Netwealth Investments Limited <Wrap Services A/C>	18,753,431	0.37
17.	Australian Foundation Investment Company Limited	13,413,159	0.26
18.	Argo Investments Limited	10,432,564	0.21
19.	HSBC Custody Nominees (Australia) Limited – A/C [2]	9,504,644	0.19
20.	UBS Nominees Pty Ltd	8,615,944	0.17
		3,811,454,158	**75.09**

1. Many of the 20 largest shareholders shown for BHP Group Limited hold shares as a nominee or custodian. In accordance with the reporting requirements, the tables reflect the legal ownership of shares and not the details of the underlying beneficial holders.
2. HSBC Custody Nominees (Australia) Limited is listed four times in the above table as they are registered separately under the same name on the share register.
3. Computershare Clearing Pty Ltd <CCNL DI A/C> represents the Depositary Interest Register (UK).
4. South Africa Control A/C\C represents the South African branch register.
5. BNP Paribas Nominees Pty Ltd is listed three times in the above table as they are registered separately under the same name on the share register.

US share ownership as at 8 July 2025

	BHP Group Limited			
	Number of shareholders	%	Number of shares	%
Classification of holder				
Registered holders of voting securities	1,699	0.27	4,188,116	0.08
ADR holders	1,756	0.28	246,640,678[1]	4.86

1. The number of shares corresponds to 123,320,339 ADRs.

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Distribution of shareholdings by size as at 8 July 2025

	BHP Group Limited			
Size of holding	**Number of shareholders**	**%**	**Number of shares[1]**	**%**
1 – 500[2]	309,397	48.95	58,260,896	1.15
501 – 1,000	107,558	17.02	82,144,386	1.62
1,001 – 5,000	169,323	26.79	381,585,943	7.52
5,001 – 10,000	27,749	4.39	195,541,010	3.85
10,001 – 25,000	13,828	2.19	207,604,417	4.09
25,001 – 50,000	2,879	0.46	98,246,082	1.94
50,001 – 100,000	891	0.14	61,219,949	1.21
100,001 – 250,000	319	0.05	45,811,573	0.90
250,001 – 500,000	68	0.01	22,342,597	0.44
500,001 – and over	68	0.01	3,923,235,382	77.29
Total	**632,080**	**100**	**5,075,992,235**	**100**

1. One ordinary share entitles the holder to one vote.

2. The number of BHP Group Limited shareholders holding less than a marketable parcel (A$500) based on the market price of A$38.24 as at 8 July 2025 was 13,871.

9.6 Dividends

Policy

The Group adopted a dividend policy in February 2016 that provides for a minimum 50 per cent payout of Underlying attributable profit (Continuing operations) at every reporting period.

>For information on Underlying attributable profit (Continuing operations) for FY2025 refer to OFR 5.2 and OFR 13

The Board will assess, at each reporting period, the ability to pay amounts additional to the minimum payment, in accordance with the Capital Allocation Framework, as described in OFR 3.

In FY2025, we determined our dividends and other distributions in US dollars as it is our main functional currency.

Payments

BHP Group Limited shareholders may have their cash dividends paid directly into their bank account in Australian dollars, UK pounds sterling, New Zealand dollars, South African rand or US dollars, provided they have submitted direct credit details and if required, a valid currency election nominating a financial institution to the BHP Share Registrar no later than close of business on the dividend reinvestment plan election date. BHP Group Limited shareholders who do not provide their direct credit details will receive dividend payments by way of a cheque in Australian dollars. BHP Group Limited shareholders who reside in New Zealand must provide valid direct credit details to receive their dividend payment.

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Dividend reinvestment plan

BHP offers a dividend reinvestment plan to registered shareholders, which provides shareholders the opportunity to reinvest dividends to purchase additional BHP shares in the market, rather than receiving dividends in cash. Participation in the plan is entirely optional and is subject to the terms and conditions of the plan, which can be found at bhp.com/DRP.

9.7 American Depositary Receipts fees and charges

We have an American Depositary Receipts (ADR) program for BHP Group Limited which has a 2:1 ordinary shares to American Depositary Share (ADS) ratio.

Depositary fees

Citibank serves as the depositary bank for our ADR program. ADR holders agree to the terms in the deposit agreement filed with the SEC for depositing ordinary shares or surrendering ADSs for cancellation and for certain services as provided by Citibank. Holders are required to pay certain fees for general depositary services provided by Citibank, as set out in the following tables.

Standard depositary fees

Depositary service	Fee payable by the ADR holders
Issuance of ADSs upon deposit of shares	Up to US$5.00 per 100 ADSs (or fraction thereof) issued
Delivery of Deposited Securities against surrender of ADSs	Up to US$5.00 per 100 ADSs (or fraction thereof) surrendered
Distribution of Cash Dividends	Up to US$1.50 per 100 ADSs (or fraction thereof) held

Corporate actions depositary fees

Depositary service	Fee payable by the ADR holders
Cash Distributions other than Cash Dividends (i.e. sale of rights, other entitlements, return of capital)	Up to US$2.00 per 100 ADSs (or fraction thereof) held
Distribution of ADSs pursuant to exercise of rights to purchase additional ADSs. Excludes stock dividends and stock splits	Up to US$5.00 per 100 ADSs (or fraction thereof) held
Distribution of securities other than ADSs or rights to purchase additional ADSs (i.e., spin-off shares)	Up to US$5.00 per 100 ADSs (or fraction thereof) held
Distribution of ADSs pursuant to an ADR ratio change in which shares are distributed	No fee

Fees payable by the Depositary to the Issuer

Citibank has provided a BHP net reimbursement of US$5,084,445.29 in FY2025 for ADR program-related expenses for BHP's ADR program. ADR program-related expenses include legal and accounting fees, listing fees, expenses related to investor relations in the United States, fees payable to service providers for the distribution of material to ADR holders, expenses of Citibank as administrator of the ADS Direct Plan and expenses to remain in compliance with applicable laws.

Citibank has further agreed to waive other ADR program-related expenses for FY2025, amounting to US$14,535.35, which are associated with the administration of the ADR program.

The ADSs issued under our ADR program trade on the NYSE under the stock ticker BHP. As of 8 July 2025, there were 123,320,339 ADSs on issue and outstanding in the BHP Group Limited ADR program.

Charges

Holders are also required to pay the following charges in connection with depositing of ordinary shares and surrendering ADSs for cancellation and for the purpose of withdrawing deposited securities: taxes and other governmental charges, registration fees, transmission and delivery expenses, expenses and charges incurred by the depositary in the conversion of foreign currency, fees and expenses of the depositary in connection with compliance with exchange control regulations and other regulatory requirements and fees and expenses incurred by the depositary or other nominee in connection with servicing or delivery of deposit securities.

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9.8 Supplemental cybersecurity disclosures for US reporting

Our approach to managing material risks from cyber threats is integrated into our overall risk management framework. Cybersecurity risks are addressed by BHP's Risk Framework, a system of control for identifying and managing risks, implemented by the CEO.

>For information on our Risk Framework refer to OFR 7

We employ a number of measures designed to protect against, detect and respond to cyber threats, events or attacks, including BHP's mandatory minimum performance requirements for technology and cybersecurity, cybersecurity performance requirements for suppliers and cybersecurity resilience programs. In addition, cybersecurity standards, cybersecurity risk and control guidance, security awareness programs and training to build capability, security assessments and continuous monitoring, restricted physical access to hardware and crisis management plans (in collaboration with the Crisis Management Team) are also in place to manage cybersecurity.

We utilise dedicated internal and external cybersecurity personnel to focus on assessing, detecting, identifying, managing, preventing and responding to cyber threats, events and attacks. We have a dedicated cybersecurity team, which has been in place since 2016 and has 24/7 monitoring and response capability that leverages core in-house capability and expert external service providers. Our assets, functions and projects are responsible for managing localised or project-specific exposure to technology and cyber risks, including risks associated with business-critical technology systems, with guidance provided by our cybersecurity team. Enterprise-level risks that are specific to technology, such as those that pose a greater threat to our wider business and strategic opportunities, are managed by our global Technology team and other relevant stakeholders. To monitor and manage the cybersecurity risk exposure, we also leverage latest technologies, support and input from strategic cybersecurity partners, utilising threat intelligence capabilities and conducting resilience exercises to uplift our response in the instance of a cyber incident.

We regularly evaluate and assess the threat landscape and our security controls, including through audits and assessments, regular network and endpoint monitoring, vulnerability testing, penetration testing and tabletop exercises that include members of BHP's management team. To assess the design and effectiveness of our cybersecurity controls, we engage with assessors, consultants, auditors or other third parties, including through independent third-party reviews of our information technology security program conducted on a periodic basis. We have processes in place to consider and remediate any findings from these reviews and assessments as required. We also have processes to oversee and identify material cybersecurity risks associated with our use of third-party service providers, including performing diligence on certain third parties that have access to our systems, data or facilities that store or process sensitive data and we continually monitor cybersecurity risks identified through such diligence. We also utilise contractual clauses to manage cybersecurity and data privacy risks, including by requiring certain agreements to be subject to periodic cybersecurity audits.

We have experienced targeted and non-targeted cybersecurity threats in the past; however, no prior cybersecurity incident has materially affected our business strategy, results of operations or financial condition.

>For information on our risk factors refer to OFR 11

Governance

The Board, supported by the Risk and Audit Committee (RAC), is responsible for oversight of emerging and principal risks facing the Group. The Board and the RAC receive updates on the Group's cybersecurity position, and the Group has policies in place through the Group's disclosure process that are designed to escalate material incidents.

>For information on other Board Committee activities that support risk governance at BHP refer to 'Risk governance' in 9.1 and, the Corporate Governance Statement 5

The CEO is responsible for the effectiveness of BHP's Risk Framework with oversight from the Board. Primary responsibility for Technology and Innovation risks (which includes cybersecurity risks), rests with the Chief Technical Officer under authority delegated by the CEO.

The Vice President (VP) Technology Cybersecurity & Architecture is responsible for overseeing the performance of cybersecurity risks and provides reports concerning these matters to the Chief Technical Officer.

Our VP Technology Cybersecurity & Architecture oversees the prevention, detection, mitigation and remediation of cybersecurity incidents through their management of, and participation in, our cybersecurity risk management and cybersecurity strategy processes described earlier.

Our VP Technology Cybersecurity & Architecture leads the BHP cybersecurity team involved in monitoring and managing our cyber security threat risk and assurance process. That team includes personnel with significant information technology experience. Our current VP has more than 25 years of experience in the information technology and information security field, including serving as chief information security officer (CISO) and deputy CISO at other large companies. Additionally, our VP holds a number of qualified technical expert certifications, including Certified Information Systems Security Professional (CISSP) since 2001 and various cybersecurity-related technical certifications, in addition to Master in Information Technology (specialising in Information Security) and Master in Business Administration degrees, and is active in various cybersecurity industry collaboration groups internationally.

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9.9 Government regulations

Our business is subject to a broad range of laws and regulations imposed by governments and regulatory bodies. These laws and regulations touch all aspects of our business, including how we extract, process and explore for minerals and how we conduct our operations, including laws and regulations governing matters such as environmental protection, land rehabilitation, occupational health and safety, human rights, cultural heritage, the rights and interests of Indigenous peoples, competition, foreign investment, export, marketing of minerals, and taxes.

The ability to extract and process minerals is fundamental to BHP. In most jurisdictions, the rights to extract mineral deposits are owned by the government. We obtain the right to access the land and extract the product by entering into licences or leases with the government that owns the mineral deposit. We also rely on governments to grant the rights necessary to transport and treat the extracted material to prepare it for sale. The terms of the lease or licence, including the time period of the lease or licence, vary depending on the laws and regulations of the relevant jurisdiction or terms negotiated with the relevant government. In some jurisdictions in which we operate, regulatory regimes also prescribe processes for engagement and negotiation with Indigenous peoples with respect to traditional land and heritage rights.

Generally, we own the product we extract and we are required to pay royalties or other taxes to the government. In Australia and Chile, reforms to mining royalties laws have recently been adopted. For example, in September 2024, the Queensland Government passed legislation which operates in principle to prevent future governments from reversing the current progressive system of coal royalties (which results in higher royalty rates as the price of coal passes certain monetary thresholds) without parliamentary approval, while in Chile, new mining royalties took effect from 1 January 2024, subject to tax stability agreements.

In most instances, the rights to explore for minerals are granted to us by the government that owns the natural resources we wish to explore. Usually, the right to explore carries with it the obligation to spend a defined amount of money on the exploration, or to undertake particular exploration activities.

Environmental protection, mine closure, land rehabilitation, cultural heritage and occupational health and safety are principally regulated by governments and to a lesser degree, if applicable, by conditions under leases or licences. These obligations often require us to make substantial expenditures to minimise or remediate the environmental impact of our assets and to ensure the safety and/or wellbeing of our employees, contractors and the communities where we operate.

In many of the jurisdictions where we or our suppliers or customers operate, legislation and regulations are increasingly being enacted in response to the potential impacts of climate change and to implement international environmental commitments. For example, as a result of the Paris Agreement a number of governments, including Australia, Chile and Canada, have submitted Nationally Determined Contributions to reduce national greenhouse gas emissions (GHG).

Further, the governments in a number of regions where we or our suppliers or customers operate have advanced targets and goals to reduce GHGs. In Australia, the National Greenhouse and Energy Reporting Act 2007 (Cth) imposes requirements for corporations meeting a certain threshold to register and report company information about GHGs and energy production and consumption as part of a single, national reporting scheme and establishes the Safeguard Mechanism to keep certain GHG emissions at or below legislated limits, known as baselines, for Australia's largest industrial facilities. Under the Safeguard Mechanism, facility baselines for Scope 1 GHG emissions at Australia's largest industrial facilities are required to decrease in accordance with a set decline rate, with a view to achieving consistent and gradual GHG emission reductions on a trajectory consistent with achieving Australia's GHG emission reduction targets of 43 per cent below 2005 levels by 2030 and net zero by 2050. Australia is due to submit its next round of Nationally Determined Contributions for the five years to 2035 during CY2025. Facilities that exceed their progressively declining legislated baselines may apply credits to meet the compliance obligations.

Regulations setting emissions standards for fuels used to power vehicles and equipment at our assets and the modes of transport used in our supply chains can also have a substantial impact, both directly and indirectly, on the markets for these products, with flow-on impacts on our costs.

A number of governments and regulators in relevant jurisdictions for BHP have implemented or otherwise proposed disclosure rules that would require enhanced climate-related and broader sustainability-related disclosures. For example, in Australia, the Federal Government legislation implementing a new mandatory annual climate-related financial disclosure regime and associated auditing and assurance requirements was passed into law in September 2024 and is being phased in from 1 January 2025, with BHP's first reporting period under this regime commencing 1 July 2025. There is also growing focus on mandatory corporate due diligence and reporting on climate-related and broader sustainability-related issues in the entity's own operations and value chain. For example, the European Union (EU) Corporate Sustainability Due Diligence Directive which is anticipated to be phased in from 1 July 2028, will require in-scope companies to conduct human rights and environmental due diligence on the company's own operations and certain of their business partners' chain of activities (noting that these requirements are subject to potential simplification amendments currently being considered by the EU Commission).

Our business is also subject to a number of regulations and legal developments relating to employee relations, including industrial relations developments in Australia and other developments described in OFR 9.5 and 9.6.

From time to time, certain trade actions, such as sanctions, tariffs and other trade restrictions, including responses to the same, are adopted by the United Nations (UN) Security Council and/or various governments, including in the United Kingdom, the United States, the EU, China and Australia against certain countries, entities or individuals, that may restrict our ability to sell or the market for extracted minerals or other products to and/or our ability to purchase goods or services from, these countries, entities or individuals.

Shareholding limits

Under current Australian legislation, the payment of any dividends, interest or other payments by BHP Group Limited to non-resident holders of BHP Group Limited's shares is not restricted by exchange controls or other limitations, except that in certain circumstances, BHP Group Limited may be required to withhold Australian taxes.

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From time to time, certain sanctions are adopted by the UN Security Council and/or various governments, including in the United Kingdom, the United States, the EU and Australia. Those sanctions prohibit, or in some cases impose, certain approval and reporting requirements on transactions involving sanctioned countries, entities and individuals and/or assets controlled or owned by them. Certain transfers into or out of Australia of amounts of A$10,000 or more in any currency may also be subject to reporting requirements.

The Australian Foreign Acquisitions and Takeovers Act 1975 (the FATA) restricts certain acquisitions of interests in securities in Australian companies, including BHP Group Limited. Generally, under the FATA, the prior approval of the Australian Treasurer must be obtained for proposals by a foreign person (either alone or together with its associates) to acquire 20 per cent or more of the voting power or issued securities in an Australian company. Lower approval thresholds apply in certain circumstances, including for acquisitions of interests in entities that operate a 'national security business', and acquisitions of interests by foreign government investors of voting power or issued securities in an Australian company.

The FATA also empowers the Treasurer to make certain orders prohibiting acquisitions by foreign persons in Australian companies, including BHP Group Limited (and requiring divestiture if the acquisition has occurred) where the Treasurer considers the acquisition to be contrary to national security or the national interest.

Except for the restrictions under the FATA, there are no limitations, either under Australian law or under the Constitution of BHP Group Limited, on the right of non-residents to hold or vote BHP Group Limited ordinary shares.

Post-unification requirements under FATA

The Treasurer gave approval under the FATA for the actions taken as part of implementation of the unification of BHP's DLC structure on the conditions set out below:

- BHP Group Limited remains an Australian resident company, incorporated under the Corporations Act, that is listed on the ASX under the name 'BHP Group Limited' and trades under that name.
- BHP Group Limited remains the ultimate holding company of and continues to ultimately manage and control the companies conducting the businesses that are presently conducted by the subsidiaries of BHP Group Limited, including the Minerals and Services businesses, for so long as those businesses form part of the BHP Group.
- The headquarters of BHP Group Limited (including the BHP Group's corporate head offices) are in Australia.
- The Chief Executive Officer of BHP Group Limited has their principal office in Australia.
- The centre of administrative and practical management of BHP Group Limited is in Australia and BHP Group Limited's corporate head office activities, of the kind presently carried on in Australia, continue to be managed in Australia.
- The headquarters of BHP Group Limited is publicly acknowledged as being in Australia in significant public announcements and in all public documents.
- The Chief Executive Officer of BHP Group Limited has their principal place of residence in Australia
- The majority of all regularly scheduled Board meetings of BHP Group Limited in any calendar year occurs in Australia.

9.10 Taxation

The taxation discussion below describes the material Australian and US federal income tax consequences to a US holder owning BHP Group Limited ordinary shares or ADSs.

The following discussion is not relevant to non-US holders of BHP Group Limited ordinary shares or ADSs. By its nature, the commentary below is of a general nature and we recommend that holders of ordinary shares or ADSs consult their own tax advisers regarding the Australian and US federal, state and local tax and other tax consequences of owning and disposing of ordinary shares and ADSs in their particular circumstances.

For purposes of this commentary, a US holder is a beneficial owner of ordinary shares or ADSs who is, for US federal income tax purposes:

- a citizen or resident alien of the US;
- a corporation (or other entity treated as a corporation for US federal income tax purposes) that is created or organised under the laws of the US or any political subdivision thereof;
- an estate, the income of which is subject to US federal income taxation regardless of its source; or
- a trust:
  - (a) if a court within the US is able to exercise primary supervision over its administration and one or more US persons have the authority to control all of its substantial decisions; or
  - (b) that has made a valid election to be treated as a US person for tax purposes.

This discussion of material tax consequences for US holders is based on the Australian and US laws currently in effect, the published practice of tax authorities in those jurisdictions and the double taxation treaties and conventions currently in existence. These laws are subject to change, possibly on a retroactive basis.

(a) Australian taxation

Dividends

Dividends (including other distributions treated as dividends for Australian tax purposes) paid by BHP Group Limited to a US holder that is not an Australian resident for Australian tax purposes will generally not be subject to Australian withholding tax if they are fully franked (broadly, where a dividend is franked, Australian tax paid by BHP Group Limited is imputed to the shareholders).

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Dividends paid to such US holders, which are not fully franked, will generally be subject to Australian withholding tax not exceeding 15 per cent only to the extent (if any) that the dividend is neither:

- franked; nor
- declared by BHP Group Limited to be conduit foreign income. Broadly, this means that the relevant part of the dividend is declared to have been paid out of foreign source amounts received by BHP Group Limited that are not subject to tax in Australia, such as dividends remitted to Australia by foreign subsidiaries.

The Australian withholding tax outcome described above applies to US holders who are eligible for benefits under the Tax Convention between Australia and the US for the Avoidance of Double Taxation (the Australian Tax Treaty) that are not companies that directly hold at least 10 per cent of the voting power of BHP Group Limited. If a US holder is eligible for benefits under the Australian Tax Treaty and is a company that directly holds at least 10 per cent of the voting power of BHP Group Limited, the rate is 5 per cent. If a US holder is not eligible for benefits under the Australian Tax Treaty, the rate of Australian withholding tax may be 30 per cent.

In contrast, dividends (including other distributions treated as dividends for Australian tax purposes) paid by BHP Group Limited to a US holder may instead be taxed by assessment in Australia if the US holder:

- is considered to be also an Australian resident for Australian tax purposes. In this case, any franking credits attached to the distribution will be creditable against their Australian income tax liability, and if the US holder is eligible for benefits under the Australian Tax Treaty as a treaty resident of the US, any remaining Australian tax will generally be capped at 15 per cent of the gross dividend; or
- carries on business in Australia through a permanent establishment as defined in the Australian Tax Treaty, or performs personal services from a fixed base in Australia, and the shareholding in respect of which the dividend is paid is effectively connected with that permanent establishment or fixed base. However, in such a case any franking credits may be creditable against the Australian income tax liability.

The treatment of dividends outlined above may be modified where the shareholding in BHP Group Limited is held through a trust, limited partnership, limited liability company, pension fund, sovereign wealth fund or other investment vehicle. Affected US holders should seek their own advice in relation to such arrangements.

Sale of ordinary shares and ADSs

Gains made by US holders on the sale of ordinary shares or ADSs will generally not be taxed in Australia.

However, the precise Australian tax treatment of gains made by US holders on the sale of ordinary shares or ADSs generally depends on whether or not the gain is an Australian sourced gain of an income nature for Australian income tax purposes.

Where the gain is of an income nature, a US holder will generally only be liable to Australian income tax on an assessment basis (whether or not they are also an Australian resident for Australian tax purposes) if:

- they are not eligible for benefits under the Australian Tax Treaty and the gain is sourced in Australia for Australian tax purposes; or
- they are eligible for benefits under the Australian Tax Treaty but the gain constitutes any of the following (in which case the gain will be deemed to have an Australian source):
  - business profits of an enterprise attributable to a permanent establishment situated in Australia through which the enterprise carries on business in Australia; or
  - income or gains from the alienation of property that form part of the business property of a permanent establishment of an enterprise that the US holder has in Australia, or pertain to a fixed base available to the US holder in Australia for the purpose of performing independent personal services; or
  - income derived from the disposition of shares in a company, the assets of which consist wholly or principally of real property (which includes rights to exploit or to explore for natural resources) situated in Australia, whether such assets are held directly or indirectly through one or more interposed entities.

Where the gain is not taxed as Australian sourced income, the US holder will generally only be liable to Australian capital gains tax on an assessment basis if they acquired (or are deemed to have acquired) their shares or ADSs after 19 September 1985 and one or more of the following applies:

- the US holder is an Australian resident for Australian tax purposes; or
- the ordinary shares or ADSs have been used by the US holder in carrying on a business through a permanent establishment in Australia; or
- the ordinary shares or ADSs constitute an ‘indirect Australian real property interest’ for Australian capital gains tax (CGT) purposes. This will generally be the case if the US holder (either alone or together with associates) directly or indirectly owns or owned 10 per cent or more of the issued share capital of BHP Group Limited at the time of the disposal or throughout a 12-month period during the two years prior to the time of disposal and, at the time of the disposal, the sum of the market values of BHP Group Limited’s assets that are taxable Australian real property (held directly or through interposed entities) exceeds the sum of the market values of BHP Group Limited’s assets (held directly or through interposed entities) that are not taxable Australian real property (which, for these purposes includes mining, quarrying or prospecting rights in respect of minerals, petroleum or quarry materials situated in Australia); or
- the US holder is an individual who is not eligible for benefits under the Australian Tax Treaty as a treaty resident of the US and elected on becoming a non-resident of Australia to continue to have the ordinary shares or ADSs subject to Australian capital gains tax.

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In certain circumstances, if the ordinary shares or ADSs constitute an 'indirect Australian real property interest' for Australian CGT purposes, the purchaser may be required to withhold under the non-resident CGT withholding regime an amount equal to 15 per cent of the purchase price (12.5 per cent on and before 31 December 2024) in situations including where the acquisition is undertaken by way of an off-market transfer. Affected US holders should seek their own advice in relation to how this withholding regime may apply to them.

The comments above on the sale of ordinary shares and ADSs do not apply:

- to temporary residents of Australia who should seek advice that is specific to their circumstances; or
- if the Investment Manager Regime (IMR) applies to the US holder, which exempts from Australian income tax and CGT gains made on disposals by certain categories of non-resident funds (called IMR entities) of portfolio interests in Australian public companies (subject to a number of conditions). The IMR exemptions broadly apply to widely held IMR entities in relation to their direct investments and indirect investments made through an independent Australian fund manager. The exemptions apply to gains made by IMR entities that are treated as companies for Australian tax purposes as well as gains made by non-resident investors in IMR entities that are treated as trusts and partnerships for Australian tax purposes.

Stamp duty, gift, estate and inheritance tax

No stamp duty of an Australian State or Territory is payable on the transfer or gift of shares or ADSs where the interest in BHP Group Limited dealt with accounts for less than 90 per cent of the issued share capital of BHP Group Limited (including the interests of associated persons and pre-existing interests held by the transferee). No Australian State or Territory imposes gift, estate or inheritance duties on shares or ADSs upon the death of a shareholder.

(b) US taxation

This section describes the material US federal income tax consequences to a US holder of owning ordinary shares or ADSs. It applies only to ordinary shares or ADSs that are held as capital assets for tax purposes. This discussion addresses only US federal income taxation and does not discuss all of the tax consequences that may be relevant to US holders in light of their individual circumstances, including foreign, state or local tax consequences, estate and gift tax consequences, and tax consequences arising under the Medicare contribution tax on net investment income. This section does not apply to a holder of ordinary shares or ADSs that is a member of a special class of holders subject to special rules, including a dealer in securities, a trader in securities that elects to use a mark-to-market method of accounting for its securities holdings, a tax-exempt organisation, a life insurance company, a person liable for alternative minimum tax, a person who actually or constructively owns 10 per cent or more of the combined voting power of the voting stock or of the total value of the stock of BHP Group Limited, a person that holds ordinary shares or ADSs as part of a straddle or a hedging or conversion transaction, a person that purchases or sells ordinary shares or ADSs as part of a wash sale for tax purposes, or a person whose functional currency is not the US dollar.

If an entity or arrangement that is treated as a partnership for US federal income tax purposes holds the ordinary shares or ADSs, the US federal income tax treatment of a partner generally will depend on the status of the partner and the tax treatment of the partnership. A partner in a partnership holding the ordinary shares or ADSs should consult its tax adviser with regard to the US federal income tax treatment of an investment in the ordinary shares or ADSs.

This section is based on the Internal Revenue Code of 1986, as amended, its legislative history, existing and proposed regulations, published rulings and court decisions, and the Australian Tax Treaty, all as currently in effect. These authorities are subject to change, possibly on a retroactive basis.

This section is in part based on the representations of the Depositary and the assumption that each obligation in the deposit agreement and any related agreement will be performed in accordance with its terms.

In general, for US federal income tax purposes, a holder of ADSs will be treated as the owner of the ordinary shares represented by those ADSs. Exchanges of ordinary shares for ADSs, and ADSs for ordinary shares, generally will not be subject to US federal income tax.

Dividends

Under US federal income tax laws and subject to the Passive Foreign Investment Company (PFIC) rules discussed below, a US holder must include in its gross income the amount of any dividend paid by BHP Group Limited out of its current or accumulated earnings and profits (as determined for US federal income tax purposes) plus any Australian tax withheld from the dividend payment even though the holder does not receive it. The dividend is taxable to the holder when the holder, in the case of ordinary shares, or the Depositary, in the case of ADSs, actually or constructively receives the dividend.

Dividends paid to a non-corporate US holder on ordinary shares or ADSs that constitute qualified dividend income will be taxable at the preferential rates applicable to long-term capital gains provided the US holder holds the ordinary shares or ADSs for more than 60 days during the 121-day period beginning 60 days before the ex-dividend date and does not enter into certain risk reduction transactions with respect to the ordinary shares or ADSs during the abovementioned holding period. However, a non-corporate US holder that elects to treat the dividend income as 'investment income' pursuant to Section 163(d)(4) of the US Internal Revenue Code will not be eligible for such preferential rates. Dividends paid with respect to ordinary shares or ADSs generally will be qualified dividend income provided that, in the year that the holder receives the dividends, the ordinary shares or ADSs are readily tradable on an established securities market in the United States. The ordinary shares and ADSs are listed on NYSE and we therefore expect that dividends will be qualified dividend income.

In the case of a corporate US holder, dividends on ordinary shares and ADSs are taxed as ordinary income and will not be eligible for the dividends received deduction generally allowed to US corporations in respect of dividends received from other US corporations.

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Distributions in excess of current and accumulated earnings and profits, as determined for US federal income tax purposes, will be treated as a non-taxable return of capital to the extent of the holder's tax basis, determined in US dollars, in the ordinary shares or ADSs and thereafter as a capital gain. However, BHP Group Limited does not expect to calculate earnings and profits in accordance with US federal income tax principles. Accordingly, holders should expect to generally treat distributions made by BHP Group Limited as dividends.

The amount of any cash distribution paid in any foreign currency will be equal to the US dollar value of such currency, calculated by reference to the spot rate in effect on the date such distribution is received by the US holder or, in the case of ADSs, by the Depositary, regardless of whether and when the foreign currency is in fact converted into US dollars. If the foreign currency is converted into US dollars on the date received, the US holder generally should not recognise foreign currency gain or loss on such conversion. If the foreign currency is not converted into US dollars on the date received, the US holder will have a basis in the foreign currency equal to its US dollar value on the date of the distribution, and generally will recognise foreign currency gain or loss on a subsequent conversion or other disposal of such currency. Such foreign currency gain or loss generally will be treated as ordinary income or loss ineligible for the preferential tax rate applicable to dividend income and generally will be income or loss from US sources for foreign tax credit limitation purposes.

Subject to certain limitations, Australian tax withheld in accordance with the Australian Tax Treaty and paid over to Australia will be creditable against an individual's US federal income tax liability. Special rules apply in determining the foreign tax credit limitation with respect to dividends that are taxed at the preferential rates applicable to long-term capital gains. To the extent a reduction or refund of the tax withheld is available to a US holder under Australian law or under the Australian Tax Treaty, the amount of tax withheld that could have been reduced or that is refundable will not be eligible for credit against the holder's US federal income tax liability. A US holder that does not elect to claim a US foreign tax credit may instead claim a deduction for Australian income tax withheld, but only for a taxable year in which the US holder elects to do so with respect to all foreign income taxes paid or accrued in such taxable year.

Dividends will be income from sources outside the US, and generally will be 'passive category' income for the purpose of computing the foreign tax credit allowable to a US holder. In general, a taxpayer's ability to use foreign tax credits may be limited and is dependent on the particular circumstances. US holders should consult their tax advisers with respect to these matters.

Sale of ordinary shares and ADSs

Subject to the PFIC rules discussed below, a US holder who sells or otherwise disposes of ordinary shares or ADSs will recognise a capital gain or loss for US federal income tax purposes equal to the difference between the US dollar value of the amount realised and the holder's tax basis, determined in US dollars, in those ordinary shares or ADSs. The gain or loss will generally be income or loss from sources within the US for foreign tax credit limitation purposes. The capital gain of a non-corporate US holder is generally taxed at preferential rates where the holder has a holding period greater than 12 months in the shares or ADSs sold. There are limitations on the deductibility of capital losses.

The US dollar value of any foreign currency received upon a sale or other disposition of ordinary shares or ADSs will be calculated by reference to the spot rate in effect on the date of sale or other disposal (or, in the case of a cash basis or electing accrual basis taxpayer, on the settlement date). A US holder will have a tax basis in the foreign currency received equal to that US dollar amount, and generally will recognise foreign currency gain or loss on a subsequent conversion or other disposal of the foreign currency. This foreign currency gain or loss generally will be treated as US source ordinary income or loss for foreign tax credit limitation purposes.

Passive Foreign Investment Company rules

We do not believe that the BHP Group Limited ordinary shares or ADSs will be treated as stock of a PFIC for US federal income tax purposes, but this conclusion is a factual determination that was made at the end of FY2025 and thus may be subject to change. If BHP Group Limited were treated as a PFIC, any gain realised on the sale or other disposition of ordinary shares or ADSs would in general not be treated as a capital gain. Instead, a US holder would be treated as if it had realised such gain and certain 'excess distributions' ratably over its holding period for the ordinary shares or ADSs and would be taxed at the highest tax rate in effect for each such year to which the gain was allocated, together with an interest charge in respect of the tax attributable to each such year. In addition, dividends received with respect to ordinary shares or ADSs would not be eligible for the preferential tax rates applicable to dividend income if BHP Group Limited were a PFIC either in the taxable year of the distribution or the preceding taxable year, but instead would be taxable at rates applicable to ordinary income. Assuming the ordinary shares or ADSs are 'marketable stock', a US holder may mitigate the adverse tax consequences described above by electing to be taxed annually on a mark-to-market basis with respect to such ordinary shares or ADSs.

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10. Glossary

10.1 Mining-related terms

3D

Three dimensional.

Adequate geological evidence

Adequate geological evidence, when used in the context of mineral resource determination, means evidence that is sufficient to establish geological and grade or quality continuity with reasonable certainty.

APEGS

Association of Professional Engineers and Geoscientists of Saskatchewan

ASPB

Alberta Society of Professional Biologists

AusIMM

The Australasian Institute of Mining and Metallurgy.

Beneficiation

The process of physically separating ore from waste material prior to subsequent processing of the improved ore.

Bituminous

Coal of intermediate rank with relatively high carbon content.

Block cave

An area resulting from an underground mining method where the orebody is undermined to make it collapse under its own weight.

Brownfield

The development or exploration located inside the area of influence of existing mine operations which can share infrastructure/management.

Coal reserves

Equivalent to mineral reserves, but specifically concerning coal.

Coal resources

Equivalent to mineral resources, but specifically concerning coal.

Coking coal

Used in the manufacture of coke, which is used in the steelmaking process by virtue of its carbonisation properties. Coking coal may also be referred to as steelmaking coal or metallurgical coal.

Conclusive geological evidence

Conclusive geological evidence, when used in the context of mineral resource determination, means evidence that is sufficient to test and confirm geological and grade or quality continuity.

Copper cathode

Electrolytically refined copper that has been deposited on the cathode of an electrolytic bath of acidified copper sulphate solution. The refined copper may also be produced through leaching and electrowinning.

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Cut-off grade

Cut-off grade is the grade (i.e., the concentration of metal or mineral in rock) that determines the destination of the material during mining. For purposes of establishing "prospects of economic extraction," the cut-off grade is the grade that distinguishes material deemed to have no economic value (it will not be mined in underground mining or if mined in surface mining, its destination will be the waste dump) from material deemed to have economic value (its ultimate destination during mining will be a processing facility). Other terms used in similar fashion as cut-off grade include net smelter return, pay limit, and break-even stripping ratio.

Development stage

Development stage refers to a property that has mineral reserves disclosed, pursuant to S-K 1300, but no material extraction.

Economically viable

Economically viable, when used in the context of mineral reserve determination, means that the qualified person has determined, using a discounted cash flow analysis, or has otherwise analytically determined, that extraction of the mineral reserve is economically viable under reasonable investment and market assumptions.

Electrowinning/electrowon

An electrochemical process in which metal is recovered by dissolving a metal within an electrolyte and plating it onto an electrode.

Energy coal

Used as a fuel source in electrical power generation, cement manufacture and various industrial applications. Energy coal may also be referred to as steaming or thermal coal.

Exploration stage

Exploration stage, as used in "Additional Information — Information on mining operations", refers to a property that has no mineral reserves disclosed.

Feasibility study

Feasibility study is a comprehensive technical and economic study of the selected development option for a mineral project, which includes detailed assessments of all applicable modifying factors, together with any other relevant operational factors, and detailed financial analysis that are necessary to demonstrate, at the time of reporting, that extraction is economically viable. The results of the study may serve as the basis for a final decision by a proponent or financial institution to proceed with, or finance, the development of the project.

First principles

First principles refers to building up the costs for a piece of work considering all the parts and activities needed to put it together.

Flotation

A method of selectively recovering minerals from finely ground ore using a froth created in water by specific reagents. In the flotation process, certain mineral particles are induced to float by becoming attached to bubbles of froth and the unwanted mineral particles sink.

FOB

Free on board.

Full SaL

A processing technology that allows the extraction of copper using chlorine-assisted leaching predominantly for sulphidic material.

Grade or Quality

Any physical or chemical measurement of the characteristics of the material of interest in samples or product.

Greenfield

The development or exploration located outside the area of influence of existing mine operations/infrastructure.

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Hypogene Sulphide

Hypogene mineralisation is formed by fluids at high temperature and pressure derived from magmatic activity. Copper in Hypogene Sulphide is mainly provident from the copper bearing mineral chalcopyrite and higher metal recoveries are achieved via grinding/flotation concentration processes.

Indicated mineral resources

Indicated mineral resource is that part of a mineral resource for which quantity, grade or quality are estimated on the basis of adequate geological evidence and sampling. The level of geological certainty associated with an indicated mineral resource is sufficient to allow a qualified person to apply modifying factors in sufficient detail to support mine planning and evaluation of the economic viability of the deposit. Because an indicated mineral resource has a lower level of confidence than the level of confidence of a measured mineral resource, an indicated mineral resource may only be converted to a probable mineral reserve.

Inferred mineral resources

Inferred mineral resource is that part of a mineral resource for which quantity and grade or quality are estimated on the basis of limited geological evidence and sampling. The level of geological uncertainty associated with an inferred mineral resource is too high to apply relevant technical and economic factors likely to influence the prospects of economic extraction in a manner useful for evaluation of economic viability. Because an inferred mineral resource has the lowest level of geological confidence of all mineral resources, which prevents the application of the modifying factors in a manner useful for evaluation of economic viability, an inferred mineral resource may not be considered when assessing the economic viability of a mining project, and may not be converted to a mineral reserve.

In situ

Situated in the original place.

Investment and market assumptions

Investment and market assumptions, when used in the context of mineral reserve determination, includes all assumptions made about the prices, exchange rates, interest and discount rates, sales volumes, and costs that are necessary to determine the economic viability of the mineral reserves. The qualified person must use a price for each commodity that provides a reasonable basis for establishing that the project is economically viable.

JORC

The Australasian Joint Ore Reserves Committee.

JORC Code

A set of minimum standards, recommendations and guidelines for public reporting in Australasia of Exploration Results, Mineral Resources and Ore Reserves. The guidelines are defined by JORC, which is sponsored by the Australian mining industry and its professional organisations.

Leaching

The process by which a soluble metal can be economically recovered from minerals in ore by dissolution.

Limited geological evidence

Limited geological evidence, when used in the context of mineral resource determination, means evidence that is only sufficient to establish that geological and grade or quality continuity are more likely than not.

LOI (loss on ignition)

A measure of the percentage of volatile matter (liquid or gas) contained within a mineral or rock. LOI is determined to calculate loss in mass when subjected to high temperatures.

Marketable coal reserves

Tonnes of coal available, at specified moisture content and air-dried qualities, for sale after the beneficiation of coal reserves.

Material of economic interest

Material of economic interest, when used in the context of mineral resource determination, includes mineralisation, including dumps and tailings, mineral brines, and other resources extracted on or within the earth's crust. It does not include oil and gas resources resulting from oil and gas producing activities, gases (e.g., helium and carbon dioxide), geothermal fields, and water.

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Measured mineral resources

Measured mineral resource is that part of a mineral resource for which quantity, grade or quality are estimated on the basis of conclusive geological evidence and sampling. The level of geological certainty associated with a measured mineral resource is sufficient to allow a qualified person to apply modifying factors in sufficient detail to support detailed mine planning and final evaluation of the economic viability of the deposit. Because a measured mineral resource has a higher level of confidence than the level of confidence of either an indicated mineral resource or an inferred mineral resource, a measured mineral resource may be converted to a proven mineral reserve or to a probable mineral reserve.

Metallurgical coal

A broader term than coking coal, which includes all coals used in steelmaking, such as coal used for the pulverised coal injection process. May also be referred to as steelmaking coal.

Mineral resources

A mineral resource is a concentration or occurrence of material of economic interest in or on the Earth's crust in such form, grade or quality, and quantity that there are reasonable prospects for economic extraction. A mineral resource is a reasonable estimate of mineralisation, taking into account relevant factors such as cut-off grade, likely mining dimensions, locations or continuity, that, with the assumed and justifiable technical and economic conditions, is likely to, in whole or in part, become economically extractable. It is not merely an inventory of all mineralisation drilled or sampled.

Mineralisation

Any single mineral or combination of minerals occurring in a mass, or deposit, of economic interest.

Mineral reserve

Mineral reserve is an estimate of tonnage and grade or quality of indicated and measured mineral resources that, in the opinion of the qualified person, can be the basis of an economically viable project. More specifically, it is the economically mineable part of a measured or indicated mineral resource, which includes diluting materials and allowances for losses that may occur when the material is mined or extracted.

Mixed (material type)

Mixed ore type is a term used to describe the zone of mineralisation that is a gradation between Supergene Sulphide and Hypogene Sulphide resulting from the incomplete development of the former as it overprints the latter. This results in a more irregular distribution of the three main copper bearing minerals and is amenable to both grinding/flotation concentration and leaching processes.

Modifying Factors

Modifying factors are the factors that a qualified person must apply to indicated and measured mineral resources and then evaluate in order to establish the economic viability of mineral reserves. A qualified person must apply and evaluate modifying factors to convert measured and indicated mineral resources to proven and probable mineral reserves. These factors include, but are not restricted to: mining; processing; metallurgical; infrastructure; economic; marketing; legal; environmental compliance; plans, negotiations, or agreements with local individuals or groups; and governmental factors. The number, type and specific characteristics of the modifying factors applied will necessarily be a function of and depend upon the mineral, mine, property, or project.

Open-cut (OC)

Surface working in which the working area is kept open to the sky, equivalent term is open pit.

Probable mineral reserve

Probable mineral reserve is the economically mineable part of an indicated and, in some circumstances, a measured mineral resource.

Production stage

Production stage, as used in "Additional Information—Information on mining operations", refers to a property with material extraction of mineral reserves.

Proven mineral reserve

Proven mineral reserve is the economically mineable part of a measured mineral resource and can only result from conversion of a measured mineral resource.

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Qualified Person

Defined by the US SEC as an individual who is both (1) a mineral industry professional with at least five years of relevant experience in the type of mineralisation and type of deposit under consideration and in the specific type of activity that person is undertaking on behalf of the registrant; and (2) an eligible member or licensee in good standing of a recognised professional organisation at the time the technical report is prepared.

ROM (run of mine)

Run of mine product mined in the course of regular mining activities. Tonnes include allowances for diluting materials and for losses that occur when the material is mined.

SLC (sub-level cave)

An area within an underground mine which uses the sub-level cave method. This is where an orebody is extracted from the upper horizons first and mining progresses downwards level by level.

Smelting

The process of extracting metal from its ore by heating and melting.

Solvent extraction

A method of separating one or more metals from a leach solution by treating with a solvent that will extract the required metal, leaving the others. The metal is recovered from the solvent by further treatment.

Stockpile

An accumulation of ore or mineral built up when demand slackens or when the treatment plant or beneficiation equipment is incomplete or temporarily unable to process the mine output; any heap of material formed to create a buffer for loading or other purposes or material dug and piled for future use.

Supergene Sulphide

Supergene is a term used to describe near-surface processes and their products, formed at low temperature and pressure by the activity of meteoric or surface water. Copper in Supergene Sulphide is mainly provident from the copper bearing minerals chalcocite and covellite and is amenable to both grinding/flotation concentration and leaching processes.

Tailings

Those portions of washed or milled ore that are too poor to be treated further or remain after the required metals and minerals have been extracted.

Total mineral reserves

The sum of proven and probable mineral reserves.

Total mineral resources

The sum of inferred, indicated and measured mineral resources.

Transitional Sulphide

Transitional Sulphide is a term used to describe the zone of mineralisation that is a gradation between Supergene Sulphide and Hypogene Sulphide resulting from the incomplete development of the former as it overprints the latter. This results in a more irregular distribution of the three main copper bearing minerals and is amenable to both grinding/flotation concentration and leaching processes.

TSF

Tailings storage facility/facilities.

Underground (UG)

Below the surface mining activities.

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Wet tonnes

Production is usually quoted in terms of wet metric tonnes (wmt). To adjust from wmt to dry metric tonnes (dmt) a factor is applied based on moisture content.

Yield

The percentage of material of interest that is extracted during mining and/or processing.

10.2 Terms used in reserves and resources

Ag	silver
Al_2O_3	alumina
Ash	inorganic material remaining after combustion
Au	gold
Cu	copper
CV	calorific value
Fe	iron
Insol.	insolubles
K_2O	potassium oxide
KCl	potassium chloride
$KCl.MgCl_2.6H_2O$	carnallite
LOI	loss on ignition
LPL	Lower Patience Lake (stratigraphic unit)
MgO	magnesium oxide

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Mo	molybdenum
NaCl	halite
Ni	nickel
P	phosphorous
Pc	phosphorous in concentrate
S	sulphur
SiO_2	silica
U_3O_8	uranium oxide
VM	volatile matter
Zn	zinc

10.3 Units of measure

%	percentage or per cent
Bt	billion tonnes
CO_2	carbon dioxide
CO_2-e	carbon dioxide equivalent
dmt	dry metric tonne
GJ	gigajoule

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g/t	grams per tonne
ha	hectare
kcal/kg	kilocalories per kilogram
kg/tonne or kg/t	kilograms per tonne
km	kilometre
ktoz	thousand troy ounces
kt	kilotonnes
ktpa	kilotonnes per annum
ktpd	kilotonnes per day
kV	kilovolt
kW	kilowatt
kWh	kilowatt hour
lb	pound
m	metre
Mt	million tonnes
$MtCO_2$-e	million tonnes of carbon dioxide equivalent
Mtpa	million tonnes per annum

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MW	megawatt
oz	ounce
ppm	parts per million
t	tonne
tCO_2-e	tonnes of carbon dioxide equivalent
tpa	tonnes per annum
tpd	tonnes per day
Troy oz	Troy ounce is a unit of measure of precious metals.
TW	terawatt
TWh	terawatt hour
wmt	wet metric tonnes

10.4 Other terms

2030 goals

Our aspirational goals for FY2030 under the pillars of our 2030 social value scorecard: Decarbonisation; Healthy environment; Indigenous partnerships; Safe, inclusive and future-ready workforce; Thriving, empowered communities; and Responsible supply chains.

AASB (Australian Accounting Standards Board)

Accounting standards as issued by the Australian Accounting Standards Board.

Activity data (in relation to greenhouse gas (GHG) emissions data)

A quantitative measure of a level of activity that results in GHG emissions. Activity data is multiplied by an energy and/or emissions factor to derive the energy consumption and GHG emissions associated with a process or an operation. Examples of activity data include kilowatt-hours of electricity used, quantity of fuel used, output of a process, hours equipment is operated, distance travelled and floor area of a building.

Adjusted/unadjusted (in respect to GHG emissions data)

Adjusted means calculated to present the GHG emissions data for a time period (such as a baseline year or reporting year) as though relevant changes took effect from the start of that period even though they occurred during or not until after the end of the period. Unless expressly stated otherwise, relevant changes are all acquisitions, divestments and/or GHG emission calculation methodology changes. For example, when we adjust the FY2020 baseline year for our operational GHG emission target and goal to compare our adjusted FY2025 performance data against it:

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- the FY2020 data is presented with Scopes 1 and 2 emissions for operated assets that have been acquired or divested by BHP added or removed (respectively), and applying methodology changes that took effect, between 1 July 2019 and 30 June 2025; and
- the FY2025 data is presented as though any acquisitions, divestments and/or methodology changes that occurred during the year took effect from the start of the year

This enables a 'like for like' comparison that provides the information most relevant to assessing progress against our GHG emissions targets and goals.

Unadjusted means calculated to present the GHG emissions data for a reporting year so that any relevant changes that occurred during the year (including acquisitions, divestments and/or methodology changes) are applied only from the date they took effect.

Adjustments (in respect of our GHG emissions targets and goals)

Calculations to present GHG emissions data on an adjusted basis.

ADR (American Depositary Receipt)

An instrument evidencing American Depositary Shares or ADSs, which trades on a stock exchange in the United States.

ADS (American Depositary Share)

A share issued under a deposit agreement that has been created to permit US-resident investors to hold shares in non-US companies and, if listed, trade them on the stock exchanges in the United States. ADSs are evidenced by American Depositary Receipts, or ADRs, which are the instruments that, if listed, trade on a stock exchange in the United States.

ASIC (Australian Securities and Investments Commission)

The Australian Government agency that enforces laws relating to companies, securities, financial services and credit in order to protect consumers, investors and creditors.

Assets

Assets are a set of one or more geographically proximate operations (including open-cut mines and underground mines as well as those under exploration, projects in development or execution phases, sites and operations that are closed or in the closure phase). Assets include our operated and non-operated assets.

ASX (Australian Securities Exchange)

ASX is a multi-asset class vertically integrated exchange group that functions as a market operator, clearing house and payments system facilitator. It oversees compliance with its listing and operating rules, promotes standards of corporate governance among Australia's listed companies and helps educate retail investors.

Australian Carbon Credit Units

Australian Carbon Credit Units issued by the Australian Government through a regulatory framework established under the Carbon Credit (Carbon Farming Initiative) Act 2011.

Baseline/baseline year (in relation to GHG emissions targets and goals)

A year used as a basis to compare and measure performance of future years.

BHP

BHP Group Limited and its subsidiaries.

BHP Group Limited

BHP Group Limited.

BHP Group Limited share

A fully paid ordinary share in the capital of BHP Group Limited.

BHP Group Limited shareholders

The holders of BHP Group Limited shares.

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BHP Group Plc

BHP Group Plc (now known as BHP Group (UK) Ltd) and its subsidiaries.

BHP Group Plc share

A fully paid ordinary share in the capital of BHP Group Plc (now known as BHP Group (UK) Ltd).

BHP Group Plc shareholders

The holders of BHP Group Plc shares (prior to unification of the DLC structure).

BHP Group (UK) Ltd

BHP Group (UK) Ltd (formerly known as BHP Group Plc) and its subsidiaries.

BHP Healthy environment goal roadmap

Our Group-level framework for our plans to achieve the 2030 Healthy environment goal under our social value scorecard, which applies to our operated assets in Australia, Chile and Canada.

BHP shareholders

In the context of BHP's financial results, BHP shareholders refers to the holders of shares in BHP Group Limited.

Biofuel

A fuel, usually a liquid fuel, produced from renewable biological feedstock sources, such as plant material, vegetation or agricultural waste.

Biodiversity

The variability among living organisms from all sources, including, inter alia, terrestrial, marine and other aquatic ecosystems and the ecological complexes of which they are part; this includes diversity within species, between species and of ecosystems. (Convention on Biological Diversity (1992) Article 2).

BMA

The BHP Mitsubishi Alliance.

Board

The Board of Directors of BHP.

BOS

BHP Operating System.

CAF

BHP's Capital Allocation Framework.

Carbon credit

The reduction or removal of carbon dioxide, or the equivalent amount of a different GHG, using a process that measures, tracks and captures GHGs to compensate for an entity's GHG emissions emitted elsewhere. Credits may be generated through projects in which GHG emissions are avoided, reduced, removed from the atmosphere or permanently stored (sequestration). Carbon credits are generally created and independently verified in accordance with either a voluntary program or under a regulatory program. The purchaser of a carbon credit can 'retire' or 'surrender' it to claim the underlying reduction towards their own GHG emissions reduction targets or goals or to meet legal obligations, which is also referred to as carbon offsetting or offsetting.

We define regulatory carbon credits to mean carbon credits used to offset GHG emissions for regulatory compliance in our operational locations (such as the Safeguard Mechanism in Australia).

We define voluntary carbon credits to mean carbon credits generated through projects that reduce or remove GHG emissions outside the scope of regulatory compliance (including Australian Carbon Credit Units not used for regulatory compliance).

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Carbon dioxide equivalent

The universal unit of measurement to indicate the global warming potential (GWP) of each GHG, expressed in terms of the GWP of one unit of carbon dioxide. It is used to evaluate releasing (or avoiding releasing) different GHGs against a common basis.

Carbon neutral

Making or resulting in no net release of GHG emissions into the atmosphere, including as a result of offsetting. Carbon neutral includes all those GHG emissions as defined for BHP reporting purposes.

CBWT (context-based water targets)

Context-based water targets aim to address the water challenges shared by BHP and other stakeholders in the regions where we operate. These targets are informed by WRSAs, and our own internal catchment assessment of water-related risks (threats and opportunities).

CMD

Coal mine dust.

CMDLD

Coal mine dust lung disease.

CEO Water Mandate

The CEO Water Mandate is a UN Global Compact initiative that mobilises business leaders on water, sanitation and the Sustainable Development Goals. Companies that endorse the CEO Water Mandate commit to continuous progress against six core elements of their water stewardship practice and in so doing, better understand and manage their own water risks. The six core areas are: Direct Operations, Supply Chain & Watershed Management, Collective Action, Public Policy, Community Engagement and Transparency. BHP is an active signatory of the Mandate.

Commercial

Our Commercial function seeks to maximise commercial and social value while minimising costs across our end-to-end supply chain. The function is organised around the core activities in our value chain.

Community concern

Broadly classified as any communication to BHP by a member of the community where an issue has not yet necessarily occurred but has the potential/likelihood to escalate into a formal complaint.

Community complaint

A verbal or written notification made to BHP by a member of the community relating to an alleged adverse impact on the community arising from BHP's activities and/or employee or contractor behaviour in part or in whole.

Company

BHP Group Limited and its subsidiaries.

Continuing operations

Assets/operations/entities that are owned and/or operated by BHP, excluding assets/operations/entities classified as Discontinued operations.

Convention of Biological Diversity

The Convention on Biological Diversity (CBD) is the international legal instrument for 'the conservation of biological diversity, the sustainable use of its components and the fair and equitable sharing of the benefits arising out of the utilisation of genetic resources' that has been ratified by 196 nations.

CTAP 2024

BHP's second Climate Transition Action Plan, published on 27 August 2024.

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Directions (Directions for Coal Mines)

The New South Wales Government Coal Market Price Emergency Directions.

Discontinued operations

Assets/operations/entities that have either been disposed of or are classified as held for sale in accordance with IFRS 5/AASB 5 Non-current Assets Held for Sale and Discontinued operations.

Dividend record date

The date, determined by a company's board of directors, by when an investor must be recorded as an owner of shares in order to qualify for a forthcoming dividend.

DLC (Dual Listed Company)

BHP's Dual Listed Company structure had two parent companies (BHP Group Limited and BHP Group Plc (now known as BHP Group (UK) Ltd)) operating as a single economic entity as a result of the DLC merger. The DLC structure was unified on 31 January 2022.

DLC merger

The Dual Listed Company merger between BHP Group Limited and BHP Group Plc (now known as BHP Group (UK) Ltd) on 29 June 2001.

ECR (Economic Contribution Report)

BHP's Economic Contribution Report for the year ended 30 June 2025.

Ecosystem

A dynamic complex of plant, animal and microorganism communities and the non-living environment, interacting as a functional unit. (Convention on Biological Diversity (1992) Article 2; Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services (2019) Global Assessment Report on Biodiversity and Ecosystem Services).

Ecosystem services

The contributions of ecosystems to the benefits that are used in economic and other human activity. (United Nations et al. (2021) System of Environmental-Economic Accounting—Ecosystem Accounting).

ELT (Executive Leadership Team)

The Executive Leadership Team directly reports to the Chief Executive Officer and is responsible for the day-to-day management of BHP and leading the delivery of our strategic objectives.

Emission factor

A factor that converts activity data into GHG emissions data (e.g. kg CO_2-e emitted per GJ of fuel consumed, kg CO_2-e emitted per KWh of electricity used).

Energy (in relation to BHP)

Energy means all forms of energy products where 'energy products' means combustible fuels, heat, renewable energy, electricity or any other form of energy from operations that are owned or controlled by BHP. The primary sources of energy consumption come from fuel consumed by haul trucks at our operated assets, as well as purchased electricity used at our operated assets.

Equity share approach (in relation to GHG emissions data)

A consolidation approach whereby a company accounts for GHG emissions from operations according to its share of equity in the operation. The equity share reflects economic interest, which is the extent of rights a company has to the risks and rewards flowing from an operation. Also see the definition for Operational control approach.

ESG

Environmental, social and governance.

Executive KMP (Key Management Personnel)

Executive Key Management Personnel includes the Executive Director (our CEO), the Chief Financial Officer, President Australia, President Americas, and the Chief Operating Officer. It does not include the Non-executive Directors (on our Board).

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Fatality Elimination Program (FEL)

The Fatality Elimination Program involves all Assets developing control implementation plans. These plans identify relevant controls to address their respective operations fatality risks. The aim is to implement and sustain as many 'hard' controls as possible, whilst also recognising that to build a robust control framework it will rely on all elements of the hierarchy of control being available, including soft/administrative controls (i.e. human-dependent controls).

Fugitive methane emissions

Methane emissions that are not physically controlled but result from the intentional or unintentional releases of methane from coal mining.

Functions

Functions operate along global reporting lines to provide support to all areas of the organisation. Functions have specific accountabilities and deep expertise in areas such as finance, legal, governance, technology, human resources, corporate affairs, health, safety and community.

Future-facing commodity

A commodity that BHP determines to be positively leveraged in the energy transition and broader global response to climate change, with potential for decades-long demand growth to support emerging megatrends like electrification and decarbonisation. Currently, the major commodities in the BHP portfolio that fall within this criterion include copper, nickel and potash.

Gearing ratio

The ratio of net debt to net debt plus net assets.

GHG (greenhouse gas)

For BHP reporting purposes, these are the aggregate anthropogenic carbon dioxide equivalent emissions of carbon dioxide (CO_2), methane (CH_4), nitrous oxide (N_2O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs) and sulphur hexafluoride (SF_6). Nitrogen trifluoride (NF_3) GHG emissions are currently not relevant for BHP reporting purposes. GHG emissions in this report are presented in tonnes CO_2-e or its multiples, unless otherwise stated.

GISTM

Global Industry Standards on Tailings Management.

Goal (for BHP with respect to GHG emissions)

An ambition to seek an outcome for which there is no current pathway(s), but for which efforts are being made or will be pursued towards addressing that challenge, subject to certain assumptions or conditions. Such efforts may include the resolution of existing potential or emerging pathways.

Goals of the Paris Agreement

The central objective of the Paris Agreement is its long-term temperature goal to hold the global average temperature increase to well below 2°C above pre-industrial levels and pursue efforts to limit the temperature increase to 1.5°C above pre-industrial levels.

Green ammonia

Ammonia produced by synthetically combining nitrogen with low to zero GHG emission hydrogen (ammonia synthesis) using renewable or other low to zero GHG emissions electricity.

Grievance

An event or community complaint relating to an adverse impact/event that has escalated to the point where a third-party intervention or adjudication is required to resolve it.

GRI (Global Reporting Initiative)

The Global Reporting Initiative works with businesses and governments to understand and communicate their impact on critical sustainability issues.

Groundwater

Water beneath the earth's surface, including beneath the seabed, which fills pores or cracks between porous media, such as soil, rock, coal and sand, often forming aquifers. Groundwater may be abstracted for use from bore fields or accessed via dewatering to access ore. For accounting purposes, water that is entrained in the ore can be considered as groundwater.

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Group

BHP Group Limited and its subsidiaries.

GWP (Global Warming Potential)

A factor describing the radiative forcing impact (degree of harm to the atmosphere) of one unit of a given GHG relative to one unit of CO_2. BHP currently uses GWP from the Intergovernmental Panel on Climate Change (IPCC) Assessment Report 5 (AR5) based on a 100-year timeframe.

HPI (high potential injuries)

High potential injuries are recordable injuries and first aid cases where there was the potential for a fatality.

ICMM (International Council on Mining and Metals)

The International Council on Mining and Metals is an international organisation dedicated to a safe, fair and sustainable mining and metals industry.

IFRS (International Financial Reporting Standards)

Accounting standards as issued by the International Accounting Standards Board.

Indigenous Peoples Policy Statement

Articulates BHP's approach to engaging with and supporting Indigenous peoples.

IPCC (Intergovernmental Panel on Climate Change)

The Intergovernmental Panel on Climate Change is the United Nations body for assessing the science related to climate change.

IUCN (International Union for Conservation of Nature)

The International Union for Conservation of Nature is an international organisation working in the field of nature conservation and sustainable use of natural resources.

KMP (Key Management Personnel)

Key Management Personnel includes the roles which have the authority and responsibility for planning, directing and controlling the activities of BHP. These are Non-executive Directors, the CEO, the Chief Financial Officer, the President Australia, and the President Americas.

KPI (key performance indicator)

Used to measure the performance of the Group, individual businesses and executives in any one year.

Kunming-Montreal Global Biodiversity Framework

The Kunming-Montreal Global Biodiversity Framework is a set of targets and goals adopted by the 15th Conference of Parties (COP15) to the United Nations Convention on Biological Diversity (CBD) in December 2022 that aims to address the loss of biodiversity and restore natural ecosystems by 2030.

Legacy assets

Legacy assets refer to those BHP operated assets, or part thereof, located in the Americas that are in the closure phase.

LME (London Metal Exchange)

A major futures exchange for the trading of industrial metals.

Location-based (in relation to reporting GHG emissions data)

Scope 2 emissions based on average energy generation emission factors for defined geographic locations, including local, subnational, or national boundaries (i.e. grid factors). In the case of a direct line transfer, the location-based emissions are equivalent to the market-based emissions.

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Lower GHG emission(s) (for shipping)

Capable of between 5 per cent to 80 per cent lower GHG emissions intensity (gCO_2 -e/joule) on a well-to-wake basis compared to conventional fossil fuels used in shipping.

Lower GHG emission(s) (other than shipping fuels)

Capable of lower absolute GHG emissions or GHG emissions intensity than the current state or the conventional or incumbent technology, as applicable.

Low to zero GHG emission(s) (for shipping)

Capable of between 81 per cent to 100 per cent lower GHG emissions intensity (gCO_2 -e/joule) on a well-to-wake basis compared to conventional fossil fuels used in shipping.

Low to zero GHG emission(s) (for energy products other than shipping fuels)

Capable of between 90 per cent to 100 per cent lower GHG emissions intensity during generation and/or combustion (as applicable) compared to conventional fossil fuel generation and/or combustion.

Market-based method (in relation to reporting GHG emissions data)

Scope 2 emissions based on the generators (and therefore the generation fuel mix from which the reporter contractually purchases electricity and/or is directly provided electricity via a direct line transfer).

MFL (Maximum Foreseeable Loss)

The MFL is the estimated impact to BHP if a risk were to materialise in a worst-case scenario without regard to probability and assuming all controls are ineffective.

Nature

The natural world, with an emphasis on the diversity of living organisms (including people) and their interactions among themselves and with their environment. (Adapted from Díaz, S et al. (2015) The IPBES Conceptual Framework – Connecting Nature and People).

Nature-positive

A high-level goal and concept describing a future state of nature (e.g. biodiversity, ecosystem services and natural capital) which is greater than the current state. This definition comes from the Taskforce on Nature-related Financial Disclosures (TNFD) Framework – Beta release v0.1.

Near zero emissions (for steelmaking or ironmaking)

0.40 tonnes of CO_2 -e per tonne of crude steel for 100 per cent ore-based production (no scrap), as defined by the International Energy Agency (IEA) and implemented in ResponsibleSteel International Standard V2.0 (‘near zero’ performance level 4 threshold). IEA (2022), Achieving Net Zero Heavy Industry Sectors in G7 Members, IEA, Paris, License: CC BY 4.0, which also describes the boundary for the emission intensity calculation (including in relation to upstream emissions).

Net zero (for a BHP GHG emissions target, goal or pathway, or similar)

Net zero includes the use of carbon credits as governed by BHP’s approach to carbon offsetting, available at bhp.com/climate.

Net zero (for industry sectors, the global economy, transition or future, or similar)

Net zero refers to a state in which the GHGs (as defined in this Glossary) going into the atmosphere are balanced by removal out of the atmosphere.

NGER (National Greenhouse and Energy Reporting Scheme)

The Australian National Greenhouse and Energy Reporting scheme is a single national framework for reporting and disseminating company information about GHG emissions, energy production, energy consumption and other information specified under the National Greenhouse and Energy Reporting Act 2007.

NOJV (non-operated asset/non-operated joint venture)

Non-operated assets/non-operated joint ventures are our interests in assets that are owned as a joint venture but not operated by BHP. References in this Annual Report to a ‘joint venture’ are used for convenience to collectively describe assets that are not wholly owned by BHP. Such references are not intended to characterise the legal relationship between the owners of the asset.

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NSWEC

New South Wales Energy Coal.

Occupational illness

An illness that occurs as a consequence of work-related activities or exposure. It includes acute or chronic illnesses or diseases, which may be caused by inhalation, absorption, ingestion or direct contact.

OELs (occupational exposure limits)

An OEL is an upper limit on the acceptable concentration of a hazardous substance in workplace air for a particular material or class of materials. OELs may also be set for exposure to physical agents, such as noise, vibration or radiation.

Offsetting (in relation to GHG emissions)

The use of carbon credits. Refer to the definition of carbon credit.

OFR

BHP's Operating and Financial Review for the year ended 30 June 2025.

Operated assets

Operated assets are our assets (including those under exploration, projects in development or execution phases, sites and operations that are closed or in the closure phase) that are wholly owned and operated by BHP or that are owned as a BHP-operated joint venture. References in this Annual Report to a 'joint venture' are used for convenience to collectively describe assets that are not wholly owned by BHP. Such references are not intended to characterise the legal relationship between the owners of the asset.

Operational control approach (in relation to GHG emissions data)

A consolidation approach whereby a company accounts for 100 per cent of the GHG emissions over which it has operational control (a company is considered to have operational control over an operation if it or one of its subsidiaries has the full authority to introduce and implement its operating policies at the operation). It does not account for GHG emissions from operations in which it owns an interest but does not have operational control. Also see the definition for Equity share approach.

Operational GHG emissions

Our operational GHG emissions are the Scope 1 emissions and Scope 2 emissions from our operated assets.

Operations

Open-cut mines, underground mines and processing facilities, which in the case of BHP are within our operated assets.

Other (with respect to water consumption volumes)

This includes water volumes used for purposes such as potable water consumption and amenity facilities at our operated assets.

Partner, partnership, to partner (or similar)

A reference used for convenience to describe relationships intended to be collaborative and/or mutually beneficial. Such references are not intended to characterise the legal relationship between the parties, unless stated otherwise.

Paris Agreement

The Paris Agreement is an agreement between countries party to the United Nations Framework Convention on Climate Change to strengthen efforts to combat climate change and adapt to its effects, with enhanced support to assist developing countries to do so.

Petroleum (asset group)

A group of oil and gas assets formerly operated by BHP before its merger with Woodside in June 2022. Petroleum's core production operations were located in the US Gulf of Mexico, Australia and Trinidad and Tobago. Petroleum produced crude oil and condensate, gas and natural gas liquids.

PPA (power purchasing agreement)

An agreement between a vendor and purchaser for the sale of electricity, which may be wholly or partially renewable or other low to zero GHG emissions energy and either physically supplied directly to the purchaser or for supply from an electricity grid.

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PPE (personal protective equipment)

PPE means anything used or worn to minimise risk to a worker's health and safety, including air supplied respiratory equipment.

Physical climate-related risk

Acute risks that are event-driven, including increased severity and/or frequency of extreme climatic events and chronic risks resulting from longer-term changes in climate patterns.

Reference year (for a BHP GHG emissions target or goal)

A year used to track progress towards GHG emissions targets and goals. It is not a baseline for GHG emissions targets and goals.

Residual mix

The mix of energy generation resources and associated attributes, such as GHG emissions in a defined geographic boundary left after contractual instruments have been claimed/retired/cancelled. The residual mix can provide an emission factor for companies without contractual instruments to use in a market-based method calculation. A residual mix is currently unavailable to account for voluntary purchases and this may result in double counting between electricity consumers.

Safeguard Mechanism

A mechanism established in Australia under the National Greenhouse and Energy Reporting Act 2007 to keep certain GHG emissions at or below legislated limits, known as baselines, for Australia's largest industrial facilities. Reforms to the Safeguard Mechanism that applied from 1 July 2023 are intended to reduce Scope 1 emissions at Australia's largest industrial facilities on a trajectory consistent with achieving Australia's GHG emission reduction targets of 43 per cent below 2005 levels by 2030 and net zero by 2050. Facilities that exceed their progressively declining legislated baselines may apply Australian Carbon Credit Units to meet the compliance obligations.

SASB (Sustainability Accounting Standards Board)

The Sustainability Accounting Standards Board is a non-profit organisation that develops standards focused on the financial impacts of sustainability.

Scope 1 emissions (GHG emissions)

Scope 1 emissions are direct GHG emissions from operations that are owned or controlled by the reporting company. For BHP, these are primarily GHG emissions from fuel consumed by haul trucks at our operated assets, as well as fugitive methane emissions from coal production at our operated assets.

Scope 2 emissions (GHG emissions)

Scope 2 emissions are indirect GHG emissions from the generation of purchased or acquired electricity, steam, heat or cooling that is consumed by operations that are owned or controlled by the reporting company. BHP's Scope 2 emissions have been calculated using the market-based method unless otherwise specified.

Scope 3 emissions (GHG emissions)

Scope 3 are all other indirect GHG emissions (not included in Scope 2 emissions) that occur in the reporting company's value chain. For BHP, these are primarily emissions resulting from our customers using and processing the commodities we sell, as well as upstream emissions associated with the extraction, production and transportation of the goods, services, fuels and energy we purchase for use at our operations; emissions resulting from the transportation and distribution of our products; and operational emissions (on an equity basis) from our non-operated joint ventures.

SEC (United States Securities and Exchange Commission)

The US regulatory commission that aims to protect investors, maintain fair, orderly and efficient markets and facilitate capital formation.

Senior manager

An employee who has responsibility for planning, directing or controlling the activities of the entity or a strategically significant part of it. In the OFR, senior manager includes senior leaders and any persons who are directors of any subsidiary company even if they are not senior leaders.

Shareplus

BHP's all-employee share purchase plan.

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Social investment

Social investment is our voluntary contribution towards projects or donations with the primary purpose of contributing to the resilience of the communities where we operate and the environment, aligned with our broader business priorities.

Social value

Our positive contribution to society through the creation of mutual benefit for BHP, our shareholders, Indigenous partners and the broader community.

South32

During FY2015, BHP demerged a selection of our alumina, aluminium, coal, manganese, nickel, silver, lead and zinc assets into a new company – South32 Limited.

Steelmaking coal

Metallurgical coal of a sufficient high quality (grade) that it is suitable for use in steelmaking. Refer to Additional information 10.1 for the definition of metallurgical coal and coking coal.

Surface water

All water naturally open to the atmosphere, including rivers, lakes and creeks and external water dams but excluding water from oceans, seas and estuaries (e.g. precipitation and runoff, including snow and hail).

Sustainability (including sustainable and sustainably)

We describe our approach to sustainability and its governance in this Report, including OFR 8 and OFR 9. Our references to sustainability (including sustainable and sustainably) in this Report and our other disclosures do not mean we will not have any adverse impact on the economy, the environment or society, and do not imply we will necessarily give primacy to consideration of or achieve any absolute outcome in relation to any one economic, environmental or social issue (such as zero GHG emissions or other environmental effects).

Structural GHG emissions abatement

Actions taken at a source of GHG emissions to avoid generating GHG emissions. For BHP, this includes contractual power purchase agreements.

Target (for BHP with respect to GHG emissions)

An intended outcome in relation to which we have identified one or more pathways for delivery of that outcome, subject to certain assumptions or conditions.

TCFD (Task Force on Climate-Related Financial Disclosures)

The task force created by the Financial Stability Board to improve and increase reporting of climate-related financial information, which released recommendations designed to help companies provide better information to investors and others about how they think about and assess climate-related risks and opportunities. The TCFD has now fulfilled its remit and disbanded and the Financial Stability Board has asked the IFRS Foundation to take over the monitoring of the progress of companies' climate-related disclosures.

Third-party water

Water supplied by an entity external to the operational facility. Third-party water may contain water from three sources, surface water, groundwater and seawater.

Tier 1 asset

An asset that we believe is large, long life and low cost.

TNFD (Taskforce on Nature-related Financial Disclosures)

The Taskforce on Nature-Related Financial Disclosures is a global, market-led initiative that has developed a set of disclosure recommendations and guidance for organisations to assess, report and act on evolving nature-related dependencies, impacts, risks and opportunities.

Transition risk (climate-related)

Risks that arise from existing and emerging policy, regulatory, legal, technological, market and other societal responses to the challenges posed by climate change and the transition to a net zero global economy.

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TRIF (total recordable injury frequency)

The sum of (fatalities + lost-time cases + restricted work cases + medical treatment cases) x 1,000,000 ÷ actual hours worked. Stated in units of per million hours worked. BHP adopts the US Government Occupational Safety and Health Administration guidelines for the recording and reporting of occupational injury and illnesses. TRIF statistics exclude non-operated assets.

TSR (total shareholder return)

Measures the return delivered to shareholders over a certain period through the movements in share price and dividends paid (which are assumed to be reinvested). It is the measure used to compare BHP's performance to that of other relevant companies under the Long-Term Incentive Plan.

Underlying attributable profit

Profit/(loss) after taxation attributable to BHP shareholders excluding any exceptional items attributable to BHP shareholders as described in Financial Statements note 3 'Exceptional items'. For more information refer to OFR 13.

Underlying EBIT

Earnings before net finance costs, taxation expense, Discontinued operations and any exceptional items. Underlying EBIT includes BHP's share of profit/(loss) from investments accounted for using the equity method including net finance costs and taxation expense/(benefit). For more information refer to OFR 13.

Underlying EBITDA

Earnings before net finance costs, depreciation, amortisation and impairments, taxation expense, Discontinued operations and any exceptional items. Underlying EBITDA includes BHP's share of profit/(loss) from investments accounted for using the equity method including net finance costs, depreciation, amortisation and impairments and taxation expense/(benefit). For more information refer to OFR 13.

Unification

The unification of BHP's corporate structure under BHP Group Limited as effected on 31 January 2022.

Unit costs

One of the financial measures BHP uses to monitor the performance of individual assets. Unit costs are calculated as ratio of net costs of the assets to the equity share of sales tonnage. Net costs is defined as revenue less Underlying EBITDA and excluding freight, and other costs, depending on the nature of each asset. For information on the method of calculation of the unit costs refer to OFR 13.1.

United Nations SDGs (Sustainable Development Goals)

The Sustainable Development Goals, also known as the Global Goals, were adopted by the United Nations in 2015 as a universal call to action to end poverty, protect the planet, and ensure that by 2030 all people enjoy peace and prosperity.

Value chain GHG emissions

Scope 3 emissions in our reported GHG emissions inventory.

WAF (Water Accounting Framework)

A common mining and metals industry approach to water accounting in Australia.

Well-to-wake basis

Inclusive of the GHG emissions across the entire process of fuel production, delivery and use onboard vessels.

WRSA (Water Resource Situational Analysis)

A Water Resource Situational Analysis is an independent holistic assessment of the water situation where an operated asset operates. The process is designed to describe the water challenges that partners and stakeholders share and the opportunities for collective action to address those challenges. The WRSA is funded by BHP and prepared by a credible third party. It draws on publicly available information and direct partner and stakeholder input. Within a defined area that includes the water resources that BHP interacts with, each WRSA includes assessment of:

- the ongoing stability of the volume and quality of the water resources, taking into account interactions of all other parties and any related environmental, social or cultural values and climate change forecasts
- the state of water infrastructure, water access, sanitation and hygiene of local communities
- the environmental health of the water catchments that feed the water resources taking into account the extent of vegetation, runoff and any conservation of the area
- external water governance arrangements and their effectiveness.

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Exhibits

Exhibits marked "*" have been filed (or, where indicated, furnished) as exhibits to this annual report on Form 20-F. Remaining exhibits have been incorporated by reference as indicated.

The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than with respect to the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. Some agreements and other documents contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties have been made solely for the benefit of the other parties to the applicable agreement or other arrangement and (i) should not be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate; (ii) may have been qualified by disclosures that were made to the other party in connection with the negotiation of the applicable agreement, which disclosures are not necessarily reflected in the agreement; (iii) may apply standards of materiality in a way that is different from what may be viewed as material to you or other investors; and (iv) were made only as of the date of the applicable agreement or document or such other date or dates as may be specified in the agreement and are subject to more recent developments. Accordingly, these representations and warranties may not describe the actual state of affairs as of the date they were made or at any other time.

Exhibit 1	***Constitution***
1.1	Constitution of BHP Group Limited, incorporating the amendments approved by shareholders at the 2022 General Meeting of BHP Group Limited on 20 January 2022 (incorporated by reference to Exhibit 1.1 to BHP Group Limited's Annual Report on Form 20-F (File No.: 001-09526) filed with the Securities and Exchange Commission on 6 September 2022)
Exhibit 2	***Securities***
*2.1	Description of Securities
2.2	Indenture, dated as of 28 February 2023, among BHP Billiton Finance (USA) Limited, BHP Group Limited and The Bank of New York Mellon, as Trustee (incorporated by reference to Exhibit 4.1 to BHP Group Limited's Report on Form 6-K (File No.: 001-09526) filed with the Securities and Exchange Commission on 28 February 2023)
Exhibit 4	***Material Contracts***
*4.1	Form of Service Agreement for Specified Executive (referred to in this Annual Report as the Key Management Personnel)
4.2	BHP Group Limited Equity and Cash Incentive Plan Rules, adopted on 25 September 2023 (incorporated by reference to Exhibit 4.2 to BHP Group Limited's Annual Report on Form 20-F (File No.: 001-09526) filed with the Securities and Exchange Commission on 30 August 2024)
*4.3	Settlement Agreement entered into on 25 October 2024 between Samarco Mineração S.A., Vale S.A. and BHP Billiton Brasil Ltda, the Federal Government of Brazil, the states of Espirito Santo and Minas Gerais and certain other public authorities in Brazil
Exhibit 8	***List of Subsidiaries***
*8.1	List of subsidiaries of BHP Group Limited
Exhibit 11	***Insider Trading Policies***
*11.1	Securities Dealing Policy of BHP Group Limited

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Exhibit 12	***Certifications (section 302)***
*12.1	Certification by Chief Executive Officer, Mr Mike Henry, dated 22 August 2025
*12.2	Certification by Chief Financial Officer, Ms Vandita Pant, dated 22 August 2025
Exhibit 13	***Certifications (section 906)***
*13.1	Certification by Chief Executive Officer, Mr Mike Henry, dated 22 August 2025[(1)]
*13.2	Certification by Chief Financial Officer, Ms Vandita Pant, dated 22 August 2025[(1)]
Exhibit 15	***Consents***
*15.1	Consent of Independent Registered Public Accounting firms Ernst & Young for incorporation by reference of audit reports in registration statements on Form F-3 and Form S-8
*15.2	Consents of Qualified Persons for Technical Report Summary for Minera Escondida Limitada
*15.3	Consents of Qualified Persons for Technical Report Summary for Western Australia Iron Ore
*15.4	Consents of Qualified Persons for Technical Report Summary for Jansen Potash Project
Exhibit 17	***Guaranteed Securities***
*17.1	List of subsidiary guarantors and issuers of guaranteed securities
Exhibit 96	***Technical Report Summaries***
*96.1	Technical Report Summary for Minera Escondida Limitada, effective 30 June 2022[(2)]
*96.2	Technical Report Summary for Western Australia Iron Ore, effective 30 June 2022[(2)]
*96.3	Technical Report Summary for Jansen Potash Project, effective 30 June 2024[(2)]
Exhibit 101	***Clawback Policy***
97.1	Malus and Clawback Policy of BHP Group Limited, October 2021 (updated by the People and Remuneration Committee on 1 November 2022) (incorporated by reference to Exhibit 97.1 to BHP Group Limited's Annual Report on Form 20-F (File No.: 001-09526) filed with the Securities and Exchange Commission on 30 August 2024)
Exhibit 101	***Interactive Data File***
*101.INS	Inline XBRL Instance Document
*101.SCH	Inline XBRL Taxonomy Extension Schema Document
*101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
*101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
*101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
*101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
Exhibit 104	***Cover Page Interactive Data File***
*104	Cover page Interactive Data File (embedded within the Inline XBRL document)

Footnotes

(1) Furnished only.
(2) Restated solely for the purposes of updating certain biographical and related information concerning the qualified persons for whom consents have been filed above.

The total amount of long-term debt securities of BHP Group Limited and its subsidiaries authorised under instruments other than those listed above does not exceed 10% of the total assets of BHP Group Limited and its subsidiaries on a consolidated basis. The company agrees to furnish copies of any such instruments to the Commission upon request.

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SIGNATURE

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorised the undersigned to sign this annual report on its behalf.

BHP GROUP LIMITED

By: /s/ Vandita Pant

Name: Vandita Pant

Title: Chief Financial Officer

Date: 22 August 2025

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1 Consolidated Financial Statements

1.1 Consolidated Income Statement for the year ended 30 June 2025

	Notes	**2025** **US$M**	2024 US$M	2023 US$M
Revenue	2	**51,262**	55,658	53,817
Other income	5	**368**	1,285	394
Expenses excluding net finance costs	5	**(32,319)**	(36,750)	(31,873)
Profit/(loss) from equity accounted investments, related impairments and expenses	29	**153**	(2,656)	594
Profit from operations		**19,464**	17,537	22,932
Financial expenses		**(1,771)**	(2,198)	(2,060)
Financial income		**660**	709	529
Net finance costs	23	**(1,111)**	(1,489)	(1,531)
Profit before taxation		**18,353**	16,048	21,401
Income tax expense		**(6,130)**	(6,015)	(6,691)
Royalty-related taxation (net of income tax benefit)		**(1,080)**	(432)	(386)
Total taxation expense	6	**(7,210)**	(6,447)	(7,077)
Profit after taxation		**11,143**	9,601	14,324
Attributable to non-controlling interests		**2,124**	1,704	1,403
Attributable to BHP shareholders		**9,019**	7,897	12,921
Basic earnings per ordinary share (cents)	7	**177.8**	155.8	255.2
Diluted earnings per ordinary share (cents)	7	**177.4**	155.5	254.7

The accompanying notes form part of these Financial Statements.

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1.2 Consolidated Statement of Comprehensive Income for the year ended 30 June 2025

	Notes	**2025** **US$M**	2024 US$M	2023 US$M
Profit after taxation		**11,143**	9,601	14,324
Other comprehensive income				
Items that may be reclassified subsequently to the income statement:				
Hedges:				
Gains/(losses) taken to equity		**346**	(33)	95
(Gains)/losses transferred to the income statement		**(392)**	49	(148)
Loss transferred to initial carrying amount of hedged item		**–**	–	35
Tax recognised within other comprehensive income	6	**14**	(5)	5
Total items that may be reclassified subsequently to the income statement		**(32)**	11	(13)
Items that will not be reclassified to the income statement:				
Re-measurement (losses)/gains on pension and medical schemes		**(8)**	41	(18)
Equity investments held at fair value		**23**	(30)	17
Tax recognised within other comprehensive income	6	**3**	(13)	7
Total items that will not be reclassified to the income statement		**18**	(2)	6
Total other comprehensive (loss)/income		**(14)**	9	(7)
Total comprehensive income		**11,129**	9,610	14,317
Attributable to non-controlling interests		**2,119**	1,708	1,400
Attributable to BHP shareholders		**9,010**	7,902	12,917

The accompanying notes form part of these Financial Statements.

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1.3 Consolidated Balance Sheet as at 30 June 2025

	Notes	2025 US$M	2024 US$M
ASSETS			
Current assets			
Cash and cash equivalents	21	**11,894**	12,501
Trade and other receivables	8	**4,116**	5,169
Other financial assets	24	**561**	381
Inventories	10	**5,538**	5,828
Current tax assets		**545**	314
Other		**176**	145
Total current assets		**22,830**	24,338
Non-current assets			
Trade and other receivables	8	**137**	170
Other financial assets	24	**1,122**	1,229
Inventories	10	**1,440**	1,211
Property, plant and equipment	11	**76,457**	71,629
Intangible assets	12	**1,924**	1,718
Investments accounted for using the equity method	29	**4,107**	1,662
Deferred tax assets	14	**78**	67
Other		**695**	338
Total non-current assets		**85,960**	78,024
Total assets		**108,790**	102,362
LIABILITIES			
Current liabilities			
Trade and other payables	9	**6,637**	6,719
Interest bearing liabilities	21	**2,018**	2,084
Other financial liabilities	24	**214**	512
Current tax payable		**900**	884
Provisions	4,15,20,27	**5,823**	4,007
Deferred income		**47**	90
Total current liabilities		**15,639**	14,296
Non-current liabilities			
Trade and other payables	9	**33**	45
Interest bearing liabilities	21	**22,478**	18,634
Other financial liabilities	24	**1,364**	1,759
Non-current tax payable		**3**	40
Deferred tax liabilities	14	**3,506**	3,332
Provisions	4,15,20,27	**13,498**	15,088
Deferred income		**51**	48
Total non-current liabilities		**40,933**	38,946
Total liabilities		**56,572**	53,242
Net assets		**52,218**	49,120
EQUITY			
Share capital	17	**5,015**	4,899
Treasury shares	17	**(18)**	(36)
Reserves	18	**(2)**	(15)
Retained earnings		**42,670**	39,963
Total equity attributable to BHP shareholders		**47,665**	44,811
Non-controlling interests	18	**4,553**	4,309
Total equity		**52,218**	49,120

The accompanying notes form part of these Financial Statements.

The Financial Statements were approved by the Board of Directors on 19 August 2025 and signed on its behalf by:

Ross McEwan
Chair

Mike Henry
Chief Executive Officer

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1.4 Consolidated Cash Flow Statement for the year ended 30 June 2025

	Notes	2025 US$M	2024 US$M	2023 US$M
Operating activities				
Profit before taxation		**18,353**	16,048	21,401
Adjustments for:				
Depreciation and amortisation expense		**5,540**	5,295	5,061
Impairments of property, plant and equipment, financial assets and intangibles net of reversals		**108**	3,890	75
Net finance costs		**1,111**	1,489	1,531
(Profit)/loss from equity accounted investments, related impairments and expenses		**(153)**	2,656	(594)
Other		**831**	(243)	546
Changes in assets and liabilities:				
Trade and other receivables		**776**	(290)	867
Inventories		**64**	(530)	(44)
Trade and other payables		**(116)**	(27)	(1,086)
Provisions and other assets and liabilities		**(249)**	(469)	131
Cash generated from operations		**26,265**	27,819	27,888
Dividends received		**375**	397	347
Interest received		**608**	724	545
Interest paid		**(1,478)**	(1,680)	(1,090)
Proceeds from cash management related instruments		**195**	361	331
Net income tax and royalty-related taxation refunded		**448**	547	232
Net income tax and royalty-related taxation paid		**(7,721)**	(7,503)	(9,552)
Net operating cash flows		**18,692**	20,665	18,701
Investing activities				
Purchases of property, plant and equipment		**(9,398)**	(8,816)	(6,733)
Exploration and evaluation expenditure		**(396)**	(457)	(350)
Exploration and evaluation expenditure expensed and included in operating cash flows		**346**	399	294
Investment in subsidiaries, operations and joint operations, net of cash		**–**	–	(5,868)
Net investment and funding of equity accounted investments	29	**(3,984)**	(701)	(557)
Proceeds from sale of assets		**127**	149	444
Proceeds from sale of subsidiaries, operations and joint operations, net of their cash		**535**	1,072	82
Other investing		**(580)**	(408)	(377)
Net investing cash flows		**(13,350)**	(8,762)	(13,065)
Financing activities				
Proceeds from interest bearing liabilities		**4,129**	5,091	8,182
Settlements of debt related instruments		**(147)**	(321)	(677)
Repayment of interest bearing liabilities		**(1,675)**	(7,327)	(3,289)
Distributions to non-controlling interests		**(2)**	(13)	–
Purchase of shares by Employee Share Ownership Plan (ESOP) Trusts		**–**	–	(88)
Dividends paid		**(6,403)**	(7,675)	(13,268)
Dividends paid to non-controlling interests		**(1,873)**	(1,424)	(1,175)
Net financing cash flows		**(5,971)**	(11,669)	(10,315)
Net (decrease)/increase in cash and cash equivalents		**(629)**	234	(4,679)
Cash and cash equivalents, net of overdrafts, at the beginning of the financial year		**12,498**	12,423	17,236
Foreign currency exchange rate changes on cash and cash equivalents		**24**	(159)	(134)
Cash and cash equivalents, net of overdrafts, at the end of the financial year	21	**11,893**	12,498	12,423

The accompanying notes form part of these Financial Statements.

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1.5 Consolidated Statement of Changes in Equity for the year ended 30 June 2025

	Attributable to BHP shareholders						
US$M	Share capital	Treasury shares	Reserves	Retained earnings	Total equity attributable to BHP shareholders	Non-controlling interests	Total equity
Balance as at 1 July 2024	**4,899**	**(36)**	**(15)**	**39,963**	**44,811**	**4,309**	**49,120**
Total comprehensive income	**–**	**–**	**(9)**	**9,019**	**9,010**	**2,119**	**11,129**
Transactions with owners:							
Shares issued	**116**	**(116)**	–	–	–	–	–
Purchase of shares by ESOP Trusts	**–**	**–**	–	–	–	–	–
Employee share awards exercised net of employee contributions net of tax	**–**	**134**	**(107)**	**(27)**	**–**	**–**	**–**
Vested employee share awards that have lapsed, been cancelled or forfeited	**–**	**–**	**(1)**	**1**	**–**	**–**	**–**
Accrued employee entitlement for unexercised awards net of tax	**–**	**–**	**130**	**–**	**130**	**–**	**130**
Dividends	**–**	**–**	**–**	**(6,286)**	**(6,286)**	**(1,873)**	**(8,159)**
Distribution to non-controlling interests	**–**	**–**	**–**	**–**	**–**	**(2)**	**(2)**
Balance as at 30 June 2025	**5,015**	**(18)**	**(2)**	**42,670**	**47,665**	**4,553**	**52,218**
Balance as at 1 July 2023	4,737	(41)	13	39,787	44,496	4,034	48,530
Total comprehensive income	–	–	(18)	7,920	7,902	1,708	9,610
Transactions with owners:							
Shares issued	162	(162)	–	–	–	–	–
Purchase of shares by ESOP Trusts	–	–	–	–	–	–	–
Employee share awards exercised net of employee contributions net of tax	–	167	(134)	(33)	–	–	–
Vested employee share awards that have lapsed, been cancelled or forfeited	–	–	(1)	1	–	–	–
Accrued employee entitlement for unexercised awards net of tax	–	–	129	–	129	–	129
Dividends	–	–	–	(7,712)	(7,712)	(1,424)	(9,136)
Distribution to non-controlling interests	–	–	(4)	–	(4)	(9)	(13)
Balance as at 30 June 2024	4,899	(36)	(15)	39,963	44,811	4,309	49,120
Balance as at 1 July 2022	4,638	(31)	12	40,338	44,957	3,809	48,766
Total comprehensive income	–	–	4	12,913	12,917	1,400	14,317
Transactions with owners:							
Shares issued	99	(99)	–	–	–	–	–
Purchase of shares by ESOP Trusts	–	(88)	–	–	(88)	–	(88)
Employee share awards exercised net of employee contributions net of tax	–	177	(132)	(45)	–	–	–
Vested employee share awards that have lapsed, been cancelled or forfeited	–	–	(1)	1	–	–	–
Accrued employee entitlement for unexercised awards net of tax	–	–	130	–	130	–	130
Dividends	–	–	–	(13,420)	(13,420)	(1,175)	(14,595)
Balance as at 30 June 2023	4,737	(41)	13	39,787	44,496	4,034	48,530

The accompanying notes form part of these Financial Statements.

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Basis of preparation

The Consolidated Financial Statements (Financial Statements) comprise BHP Group Limited (BHP or the Company) together with its controlled entities (Group) for the year ended 30 June 2025. BHP Group Limited, incorporated and domiciled in Australia, is a for-profit company limited by shares which are publicly traded on the Australian Securities Exchange. BHP Group Limited also has an international secondary listing on the London Stock Exchange (LSE), a secondary listing on the Johannesburg Stock Exchange and is listed on the New York Stock Exchange (NYSE) in the United States.

Directors of BHP have included information in the Financial Statements they deem to be material and relevant to the understanding of the Financial Statements. Disclosure may be considered material and relevant if the dollar amount is significant due to its size or nature, or the information is important to understand the:

- Group's current year results
- impact of significant changes in the Group's business or
- aspects of the Group's operations that are important to future performance

The Board of Directors resolved to authorise the issue of the financial report on 19 August 2025.

Basis of preparation and measurement

The Group's Financial Statements as at and for the year ended 30 June 2025:

- are a consolidated general purpose financial report
- have been prepared in accordance with the requirements of:
  - the Australian Corporations Act 2001 (Corporations Act 2001)
  - Australian Accounting Standards and other authoritative pronouncements of the Australian Accounting Standards Board (AASB) and International Financial Reporting Standards as issued by the International Accounting Standards Board (IASB) (collectively referred to as IFRS)
- are prepared on a going concern basis as the Directors:
  - have made an assessment of the Group's ability to continue as a going concern for the 12 months from the date of this report
  - consider it appropriate to adopt the going concern basis of accounting in preparing the Group's Financial Statements
- measure items on the basis of historical cost principles, except for the following items:
  - derivative financial instruments and certain other financial assets and liabilities, which are carried at fair value
  - non-current assets or disposal groups that are classified as held-for-sale or held-for-distribution, which are measured at the lower of carrying amount and fair value less costs to sell
- include material accounting policies in the notes to the Financial Statements, specifically where accounting policy choices have been made in relation to the recognition and measurement basis used and are relevant to an understanding of the Financial Statements
- apply a presentation currency of US dollars, consistent with the predominant functional currency of the Group's operations. Amounts are rounded to the nearest million dollars, unless otherwise stated, in accordance with ASIC (Rounding in Financial/Directors' Reports) Instrument 2016/191
- present reclassified comparative information where required for consistency with the current year's presentation
- adopt all new and amended standards and interpretations under IFRS that are mandatory for application in periods beginning on 1 July 2024. None had a significant impact on the Financial Statements.
- have not early adopted any standards and interpretations that have been issued or amended but are not yet effective. Refer to note 37 'New and amended accounting standards and interpretations and changes to accounting policies'

The accounting policies are consistently applied by all entities included in the Financial Statements.

In assessing the appropriateness of the going concern assumption over the going concern period, management has stress tested BHP's most recent financial projections to incorporate a range of potential future outcomes by considering BHP's principal risks. The Group's financial forecasts, including downside commodity price and production scenarios, demonstrate that the Group believes that it has sufficient financial resources to meet its obligations as they fall due throughout the going concern period. As such, the Financial Statements continue to be prepared on the going concern basis.

Principles of consolidation

A list of significant entities in the Group, including subsidiaries, joint arrangements and associates at 30 June 2025 is contained in note 28 'Subsidiaries', note 29 'Investments accounted for using the equity method' and note 30 'Interests in joint operations'.

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Subsidiaries: The Financial Statements of the Group include the consolidation of BHP Group Limited (the Company or parent entity) and its subsidiaries, being the entities controlled by the parent entity during the year. Control exists where the Group:

- has power over the investee
- is exposed to, or has rights to, variable returns from its involvement with the entity
- has the ability to affect those returns through its power to direct the activities of the entity

The ability to approve the operating and capital budget of an entity and the ability to appoint key management personnel are decisions that demonstrate that the Group has the existing rights to direct the relevant activities of an entity.

Where the Group's interest is less than 100 per cent, the interest attributable to outside shareholders is reflected in non-controlling interests.

Changes in the Group's interests in subsidiaries that do not result in a loss of control are accounted for as equity transactions. The carrying amount of the Group's interests and the non-controlling interests are adjusted to reflect the changes in their relative interests in the subsidiaries. Any difference between the amount by which the non-controlling interests are adjusted and the fair value of the consideration paid or received is recognised directly in equity and attributed to the owners of the Company.

The financial information of subsidiaries is prepared for the same reporting period as the Group. The acquisition method of accounting is used to account for the Group's business combinations.

Joint arrangements: The Group undertakes a number of business activities through joint arrangements, which exist when two or more parties have joint control. Joint arrangements are classified as either joint operations or joint ventures, based on the contractual rights and obligations between the parties to the arrangement:

- ***Joint operations:*** A joint operation is an arrangement in which the Group shares joint control, primarily via contractual arrangements with other parties. In a joint operation, the Group has rights to the underlying assets and obligations for the liabilities relating to the arrangement. This includes situations where the parties benefit from the joint activity through a share of substantially all of the output, rather than by receiving a share of the results of trading. In relation to the Group's interest in a joint operation, the Group recognises: its assets and liabilities, including its share of any assets and liabilities held or incurred jointly; revenue from the sale of its share of the output and its share of any revenue generated from the sale of the output by the joint operation; and its expenses including its share of expenses incurred jointly. All such amounts are allocated in accordance with the terms of the arrangement, which is usually in proportion to the Group's interest in the joint operation.

  The Group accounts for the assets, liabilities, revenue and expenses relating to its interest in a joint operation in accordance with the IFRS Standards applicable to the particular assets, liabilities, revenue and expenses.

  Joint ventures: A joint venture is a joint arrangement in which the parties that share joint control have rights to the net assets of the arrangement. A separate vehicle, not the parties, will have the rights to the assets and obligations for the liabilities relating to the arrangement. More than an insignificant share of output from a joint venture may be sold to third parties, which indicates the joint venture is not dependent on the parties to the arrangement for funding, nor do the parties have an obligation for the liabilities of the arrangement. Joint ventures are accounted for using the equity method as outlined below.

Associates: The Group accounts for investments in associates using the equity method as outlined below. An entity is considered an associate where the Group is deemed to have significant influence but not control or joint control. Significant influence is presumed to exist where the Group:

has over 20 per cent but less than 50 per cent of the voting rights of an entity, unless it can be clearly demonstrated that this is not the case or

holds less than 20 per cent of the voting rights of an entity; however, has the power to participate in the financial and operating policy decisions affecting the entity

The Group uses the term 'equity accounted investments' to refer to joint ventures and associates collectively.

Under the equity method, an investment in an associate or a joint venture is recognised initially at cost and adjusted thereafter to recognise the Group's share of the profit or loss and other comprehensive income of the associate or joint venture. When the Group's share of losses of an associate or a joint venture exceeds the Group's interest in that associate or joint venture, the Group discontinues recognising its share of further losses. Additional losses are recognised only to the extent that the Group has incurred legal or constructive obligations or made payments on behalf of the associate or joint venture.

The financial information of joint arrangements is prepared for the same reporting period as the Group. When the annual financial reporting date is different to the Group's, financial information is obtained as at 30 June in order to report on an annual basis consistent with the Group's reporting date.

Foreign currencies

Transactions related to the Group's worldwide operations are conducted in a number of foreign currencies. The majority of the subsidiaries, joint arrangements and associates within each of the operations have assessed US dollars as the functional currency. Subsidiaries, joint arrangements and associates that have functional currencies other than US dollars are not material to the financial performance or the financial position of the Group.

Foreign exchange gains and losses are recognised in the income statement, except for qualifying cash flow hedges (which are deferred to equity) and foreign exchange gains or losses on foreign currency provisions for site closure and rehabilitation costs (which are capitalised in property, plant and equipment for operating sites).

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Significant judgements and estimates

The Group's accounting policies require the use of judgement, estimates and assumptions. All judgements, estimates and assumptions are based on the most current facts and circumstances and are reassessed on an ongoing basis. Actual results in future reporting periods may differ for these estimates under different assumptions and conditions.

Further information regarding the Group's significant judgements and key estimates and assumptions, being those where changes may materially affect financial results and the carrying amount of assets and liabilities to be reported in the next reporting period, are embedded within the following notes:

Note	
4	Significant events – Samarco dam failure
6	Taxation
11	Overburden removal costs
11	Depreciation of property, plant and equipment
13	Impairment of non-current assets
15	Closure and rehabilitation provisions
22	Leases
29	Investments accounted for using the equity method

Additional information including sensitivity analysis, where appropriate, has been provided in the relevant notes to enhance an understanding of the impact of key estimates and assumptions on the Group's financial position and performance.

Reserve estimates

Estimates are used in the determination of stripping ratios and mineral reserves by component. For purposes of the Group's Financial Statements, reserves estimates are based on internally generated, projected long-term commodity prices and current operating costs used in studies for development projects. In order to estimate reserves, assumptions are required about a range of technical and economic factors, including quantities, qualities, production techniques, recovery efficiency, production and transport costs, commodity supply and demand, commodity and carbon prices and exchange rates.

Estimating the quantity and/or quality of reserves requires the size, shape and depth of ore bodies to be determined by analysing geological data, such as drilling samples and geophysical survey interpretations. Economic assumptions used to estimate reserves change from period-to-period as additional technical and operational data is generated. This process may require complex and difficult geological judgements to interpret the data.

Reserve impact on financial reporting

Estimates of reserves may change from period-to-period as the economic assumptions used to estimate reserves change and additional geological data is generated during the course of operations. Changes in reserves may affect the Group's financial results and financial position in a number of ways, including:

- asset carrying values may be affected due to changes in estimated future production levels
- depreciation, depletion and amortisation charged to the income statement may change where such charges are determined on the units of production basis, or where the useful economic lives of assets change
- overburden removal costs recorded on the balance sheet or charged to the income statement may change due to changes in stripping ratios or the units of production basis of depreciation
- closure and rehabilitation provisions may change where changes in estimated reserves affect expectations about the timing or cost of these activities
- the carrying amount of deferred tax assets may change due to changes in estimates of the likely recovery of the tax benefits

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Performance

1 Segment reporting

Reportable segments

The Group operated three reportable segments during FY2025, which are aligned with the commodities that are extracted and marketed and reflect the structure used by the Group's management to assess the performance of the Group.

Reportable segment	Principal activities
Copper	Mining of copper, uranium, gold, zinc, molybdenum and silver
Iron Ore	Mining of iron ore
Coal	Mining of steelmaking coal and energy coal

Group and unallocated items includes functions, other unallocated operations including Potash, Western Australia Nickel (comprising the Nickel West operations and the West Musgrave project), legacy assets and consolidation adjustments. Revenue not attributable to reportable segments comprises the sale of freight and fuel to third parties, as well as revenues from unallocated operations. Exploration and technology activities are recognised within relevant segments.

Year ended 30 June 2025 US$M	Copper	Iron Ore	Coal	Group and unallocated items/ eliminations	Group total
Revenue	**22,530**	**22,919**	**5,046**	**767**	**51,262**
Inter-segment revenue	–	–	–	–	–
Total revenue	**22,530**	**22,919**	**5,046**	**767**	**51,262**
Underlying EBITDA	**12,326**	**14,396**	**573**	**(1,317)**	**25,978**
Depreciation and amortisation	**(2,351)**	**(2,098)**	**(602)**	**(489)**	**(5,540)**
Impairment losses[1]	**(19)**	**(151)**	**(4)**	**(24)**	**(198)**
Underlying EBIT	**9,956**	**12,147**	**(33)**	**(1,830)**	**20,240**
Exceptional items[2]	–	**(321)**	–	**(455)**	**(776)**
Net finance costs					**(1,111)**
Profit before taxation					**18,353**
Capital expenditure (cash basis)	**4,392**	**2,617**	**525**	**1,864**	**9,398**
Profit/(loss) from equity accounted investments, related impairments and expenses	**464**	**(245)**	–	**(66)**	**153**
Investments accounted for using the equity method	**4,084**	–	–	**23**	**4,107**
Total assets	**46,694**	**26,320**	**10,067**	**25,709**	**108,790**
Total liabilities	**5,810**	**11,068**	**3,710**	**35,984**	**56,572**

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Year ended 30 June 2024 US$M	Copper	Iron Ore	Coal	Group and unallocated items/ eliminations	Group total
Revenue	18,566	27,952	7,666	1,474	55,658
Inter-segment revenue	–	–	–	–	–
Total revenue	18,566	27,952	7,666	1,474	55,658
Underlying EBITDA	8,564	18,913	2,290	(751)	29,016
Depreciation and amortisation	(2,023)	(2,027)	(611)	(634)	(5,295)
Impairment losses[1]	(17)	(61)	(2)	(10)	(90)
Underlying EBIT	6,524	16,825	1,677	(1,395)	23,631
Exceptional items[2]	–	(3,066)	880	(3,908)	(6,094)
Net finance costs					(1,489)
Profit before taxation					16,048
Capital expenditure (cash basis)	3,711	2,033	646	2,426	8,816
Profit/(loss) from equity accounted investments, related impairments and expenses	377	(3,032)	–	(1)	(2,656)
Investments accounted for using the equity method	1,573	–	–	89	1,662
Total assets	42,145	25,569	9,528	25,120	102,362
Total liabilities	5,777	11,757	3,056	32,652	53,242

Year ended 30 June 2023 US$M	Copper	Iron Ore	Coal	Group and unallocated items/ eliminations	Group total
Revenue	16,027	24,812	10,958	2,020	53,817
Inter-segment revenue	–	–	–	–	–
Total revenue	16,027	24,812	10,958	2,020	53,817
Underlying EBITDA	6,653	16,692	4,998	(387)	27,956
Depreciation and amortisation	(1,810)	(1,993)	(697)	(561)	(5,061)
Impairment losses[1]	(33)	(28)	(6)	(8)	(75)
Underlying EBIT	4,810	14,671	4,295	(956)	22,820
Exceptional items[2]	–	176	–	(64)	112
Net finance costs					(1,531)
Profit before taxation					21,401
Capital expenditure (cash basis)	2,698	1,966	657	1,412	6,733
Profit/(loss) from equity accounted investments, related impairments and expenses	383	215	–	(4)	594
Investments accounted for using the equity method	1,530	–	–	90	1,620
Total assets	39,864	25,527	11,087	24,818	101,296
Total liabilities	5,635	8,571	3,821	34,739	52,766

[1] Impairment losses exclude impairment related exceptional items: reversal of impairment of US$90 million (2024: exceptional impairment of US$3,800 million; 2023: exceptional impairment of US$ nil).

[2] Exceptional items reported in Group and unallocated include Samarco dam failure related costs of US$135 million (2024: US$105 million; 2023: US$64 million). Refer to note 3 ‘Exceptional items’ for further information.

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Geographical information

	Revenue by location of customer		
	2025	2024	2023
	US$M	US$M	US$M
Australia	**2,545**	2,393	1,702
Europe	**1,121**	1,702	1,961
China	**32,083**	34,752	31,205
Japan	**4,177**	4,557	6,971
India	**2,661**	3,371	3,447
South Korea	**2,664**	3,069	2,997
Rest of Asia	**3,331**	3,749	3,583
North America	**2,251**	1,601	1,382
South America	**429**	464	569
	51,262	55,658	53,817

	Non-current assets by location of assets		
	2025	2024	2023
	US$M	US$M	US$M
Australia	**50,619**	48,991	51,961
North America	**9,459**	6,979	5,081
South America	**23,940**	19,927	19,047
Rest of world	**742**	831	685
Unallocated assets[1]	**1,200**	1,296	1,171
	85,960	78,024	77,945

1 Unallocated assets comprise deferred tax assets and other financial assets.

Underlying EBITDA

Underlying EBITDA is earnings before net finance costs, depreciation, amortisation and impairments, taxation expense, Discontinued operations and any exceptional items. Underlying EBITDA includes BHP's share of profit/(loss) from investments accounted for using the equity method including net finance costs, depreciation, amortisation and impairments and taxation expense/(benefit).

Exceptional items are excluded from Underlying EBITDA in order to enhance the comparability of such measures from period-to-period and provide investors with further clarity in order to assess the performance of the Group's operations. Management monitors exceptional items separately. Refer to note 3 'Exceptional items' for additional detail.

Segment assets and liabilities

Total segment assets and liabilities of reportable segments represents operating assets and operating liabilities, including the carrying amount of equity accounted investments and predominantly excludes cash balances, loans to associates, interest bearing liabilities and deferred tax balances. The carrying value of investments accounted for using the equity method represents the balance of the Group's investment in equity accounted investments, with no adjustment for any cash balances, interest bearing liabilities or deferred tax balances of the equity accounted investment.

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2 Revenue

Revenue by segment and asset

	2025	2024	2023
	US$M	US$M	US$M
Escondida	**13,177**	10,013	8,847
Pampa Norte	**2,726**	2,375	2,491
Copper South Australia[1]	**4,655**	4,085	2,806
Third-party products	**1,845**	2,021	1,863
Other	**127**	72	20
Total Copper[2]	**22,530**	18,566	16,027
Western Australia Iron Ore	**22,767**	27,805	24,678
Third-party products	**28**	25	21
Other	**124**	122	113
Total Iron Ore	**22,919**	27,952	24,812
BHP Mitsubishi Alliance[3]	**3,422**	5,873	7,652
New South Wales Energy Coal	**1,624**	1,793	3,306
Other	**–**	–	–
Total Coal[4]	**5,046**	7,666	10,958
Group and unallocated items[5]	**767**	1,474	2,020
Inter-segment adjustment	**–**	–	–
Total revenue	**51,262**	55,658	53,817

1 Includes Olympic Dam as well as Prominent Hill and Carrapateena since acquisition on 2 May 2023.

2 Total Copper revenue includes: copper US$19,400 million (2024: US$16,107 million; 2023: US$14,226 million) and other US$3,130 million (2024: US$2,459 million; 2023: US$1,801 million). Other consists of gold, uranium, silver, zinc and molybdenum.

3 Includes Blackwater and Daunia revenue until their divestment on 2 April 2024.

4 Total Coal revenue includes: steelmaking coal US$3,394 million (2024: US$5,793 million; 2023: US$7,430 million) and energy coal US$1,652 million (2024: US$1,873 million; 2023: US$3,528 million).

5 Group and unallocated items revenue includes: Western Australia Nickel, which transitioned into temporary suspension in December 2024, of US$758 million (2024: US$1,473 million; 2023: US$2,009 million) and other revenue US$9 million (2024: US$1 million; 2023: US$11 million).

Revenue consists of revenue from contracts with customers of US$51,238 million (2024: US$55,375 million; 2023: US$53,910 million) and other revenue predominantly relating to provisionally priced sales of US$24 million (2024: US$283 million; 2023: US$(93) million).

Recognition and measurement

The Group generates revenue from the production and sale of commodities. Revenue is recognised when or as control of the promised goods or services passes to the customer. In most instances, control passes when the goods are delivered to a destination specified by the customer, typically on board the customer's appointed vessel. Revenue from the provision of services is recognised over time as the services are provided, but does not represent a significant proportion of total revenue and is aggregated with the respective asset and product revenue for disclosure purposes.

The amount of revenue recognised reflects the consideration to which the Group expects to be entitled in exchange for transferring goods or services.

Where the Group's sales are provisionally priced, the final price depends on future index prices. The amount of revenue initially recognised is based on the relevant forward market price. Adjustments between the provisional and final price are accounted for under IFRS 9/AASB 9 'Financial Instruments' (IFRS 9), separately recorded as other revenue and presented as part of the total revenue of each asset. The period between provisional pricing and final invoicing is typically between 60 and 120 days.

Revenue from the sale of significant by-products is included within revenue.

The Group applies the following practical expedients:

- expected consideration is not adjusted for the effects of the time value of money if the period between the delivery and when the customer pays for the promised good or service is one year or less
- no disclosure is provided for information relating to unfulfilled performance obligations, either due to the expected duration of the contract term being one year or less, or for longer term contracts, because the entity has a right to consideration (and can recognise revenue) for goods delivered

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3 Exceptional items

Exceptional items are those gains or losses where their nature, including the expected frequency of the events giving rise to them, and impact is considered material to the Financial Statements. Such items included within the Group's profit for the year are detailed below.

Year ended 30 June 2025	Gross US$M	Tax US$M	Net US$M
Exceptional items by category			
Samarco dam failure	**(914)**	**–**	**(914)**
Western Australia Nickel (WAN) temporary suspension	**(320)**	**96**	**(224)**
Total	**(1,234)**	**96**	**(1,138)**
Attributable to non-controlling interests	**–**	**–**	**–**
Attributable to BHP shareholders	**(1,234)**	**96**	**(1,138)**

Samarco Mineração S.A. (Samarco) dam failure

The loss of US$914 million (after tax) relates to the Samarco dam failure, which occurred in November 2015, and comprises the following:

Year ended 30 June 2025	US$M
Expenses excluding net finance costs:	
Costs incurred directly by BHP Brasil and other BHP entities in relation to the Samarco dam failure	**(211)**
Profit/(loss) from equity accounted investments, related impairments and expenses:	
Samarco dam failure provision	**(659)**
Fair value change on forward exchange derivatives	**414**
Net finance costs	**(458)**
Income tax expense	**–**
Total[1]	**(914)**

1 Refer to note 4 'Significant events – Samarco dam failure' for further information.

Western Australia Nickel (WAN) temporary suspension

The Nickel West operations and the West Musgrave project at Western Australia Nickel were transitioned into temporary suspension in December 2024.

The Group recognised costs of US$224 million (after tax) associated with the transition of operations into temporary suspension. Pre-tax costs of US$320 million included US$410 million related to employee redundancies, contract termination costs and inventory adjustments, offset by US$90 million impairment reversals of certain non-current assets from Nickel West operations to be redeployed to other operations within the Group.

The exceptional items relating to the years ended 30 June 2024 and 30 June 2023 are detailed below.

30 June 2024

Year ended 30 June 2024	Gross US$M	Tax US$M	Net US$M
Exceptional items by category			
Samarco dam failure	(3,677)	(85)	(3,762)
Impairment of Western Australia Nickel assets	(3,800)	1,125	(2,675)
Blackwater and Daunia gain on divestment	877	(203)	674
Total	(6,600)	837	(5,763)
Attributable to non-controlling interests	–	–	–
Attributable to BHP shareholders	(6,600)	837	(5,763)

Samarco Mineração S.A. (Samarco) dam failure

The loss of US$3,762 million (after tax) related to the Samarco dam failure, which occurred in November 2015, and comprised the following:

Year ended 30 June 2024	US$M
Expenses excluding net finance costs:	
Costs incurred directly by BHP Brasil and other BHP entities in relation to the Samarco dam failure	(139)
(Loss)/profit from equity accounted investments, related impairments and expenses:	
Samarco dam failure provision	(2,833)
Fair value change on forward exchange derivatives	(199)
Net finance costs	(506)
Income tax expense	(85)
Total[1]	(3,762)

1 Refer to note 4 'Significant events – Samarco dam failure' for further information.

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Western Australia Nickel impairment

The Group recognised an impairment charge of US$2,675 million (after tax) in relation to the Western Australia Nickel assets. The impairment charge reflected the oversupply in the global nickel market that had seen a sharp decline in forward nickel prices in the short to medium term, escalation in capital costs for Western Australia Nickel, and changes to development plans including the Group's decision, announced on 11 July 2024, to temporarily suspend Nickel West operations and the West Musgrave project at Western Australia Nickel. Refer to note 13 'Impairment of non-current assets' for further information.

Blackwater and Daunia gain on divestment

On 2 April 2024 BHP and Mitsubishi Development Pty Ltd (MDP) completed the divestment of the Blackwater and Daunia mines (which were part of the BHP Mitsubishi Alliance (BMA)) to Whitehaven Coal. Each of BHP and MDP held a 50% interest in BMA.

Whitehaven Coal paid a US$100 million deposit on signing of the Asset Sale Agreement on 18 October 2023 and a further US$2 billion cash on completion plus a preliminary completion adjustment of US$44.1 million for working capital and other agreed adjustments (100% interest basis).

US$1.1 billion in cash remained payable over 3 years after completion and a potential additional amount up to US$0.9 billion in a price-linked earnout may also be payable over 3 years (100% interest basis). The price-linked earnout is subject to a cap of US$350 million each year and depends on average realised pricing exceeding agreed thresholds for each of the 3 years following completion on 2 April 2024. US$0.5 billion of this deferred and contingent consideration has been paid by Whitehaven Coal as at 30 June 2025.

The total cash consideration for the transaction could be up to US$4.1 billion plus the final completion adjustment amount (100% interest basis).

Details of the gain on divestment was as follows:

	US$M
Net assets disposed	820
Cash consideration – BHP share	1,072
Deferred and contingent consideration[1]	690
Transaction and other directly attributable costs	(65)
Income tax expense	(203)
Gain on divestment	674

[1] Includes the fair value of contingent payments based on 35% revenue share to BMA, subject to average realised prices achieved by the Assets exceeding thresholds of US$159/tonne in the 12 month period 12 months post completion, US$134/tonne in the 12 month period 24 months post completion and US$134/tonne in the 12 month period 36 months post completion.

30 June 2023

Year ended 30 June 2023	Gross	Tax	Net
	US$M	US$M	US$M
Exceptional items by category			
Samarco dam failure	(340)	17	(323)
Chilean tax reform	–	(283)	(283)
Total	(340)	(266)	(606)
Attributable to non-controlling interests	–	(107)	(107)
Attributable to BHP shareholders	(340)	(159)	(499)

Samarco Mineração S.A. (Samarco) dam failure

The loss of US$323 million (after tax) related to the Samarco dam failure, which occurred in November 2015, and comprised the following:

Year ended 30 June 2023	US$M
Expenses excluding net finance costs:	
Costs incurred directly by BHP Brasil and other BHP entities in relation to the Samarco dam failure	(103)
(Loss)/profit from equity accounted investments, related impairments and expenses:	
Samarco dam failure provision	(256)
Fair value change on forward exchange derivatives	471
Net finance costs	(452)
Income tax benefit	17
Total[1]	(323)

[1] Refer to note 4 'Significant events – Samarco dam failure' for further information.

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Chilean tax reform

On 17 May 2023, the Chilean Lower House approved a Royalty Bill which would implement a 1 per cent royalty on revenues, a margin based tax with rates ranging between 8 per cent and 26 per cent, and a 46.5 per cent cap to the overall Chilean tax burden of mining companies.

The President of the Lower House formally declared the legislative process complete on 12 June 2023, following receipt of the Chilean President's formal confirmation that he had waived his veto power to oppose any of the provisions of the Royalty Bill. On 13 July 2023, the Constitutional Court finalised its review of certain aspects of the Royalty Bill, relating only to the distribution of proceeds.

Applying judgement, it was determined that the proposed tax rates were substantively enacted prior to 30 June 2023, as the scope of the Constitutional Court review did not extend to reviewing the tax rates.

While the timing of when the Group's operations will be impacted by the reform depends on existing stability agreements, relevant deferred tax positions were remeasured by US$283 million in the Group's FY2023 Financial Statements.

4 Significant events – Samarco dam failure

On 5 November 2015, the Samarco Mineração S.A. (Samarco) iron ore operation in Minas Gerais, Brazil, experienced a tailings dam failure that resulted in a release of mine tailings, flooding the communities of Bento Rodrigues, Gesteira and Paracatu de Baixo and impacting other communities downstream (the Samarco dam failure). Refer to section on 'Samarco' in the Operating and Financial Review.

Samarco is jointly owned by BHP Billiton Brasil Ltda. (BHP Brasil) and Vale S.A. (Vale). BHP Brasil's 50 per cent interest is accounted for as an equity accounted joint venture investment. BHP Brasil does not separately recognise its share of the underlying assets and liabilities of Samarco, but instead records the investment as one line on the balance sheet. Each period, BHP Brasil recognised its 50 per cent share of Samarco's profit or loss and adjusted the carrying value of the investment in Samarco accordingly. Such adjustment continued until the investment carrying value was reduced to US$ nil, with any additional share of Samarco losses only recognised to the extent that BHP Brasil has an obligation to fund the losses. After applying equity accounting, any remaining carrying value of the investment is tested for impairment.

Any charges relating to the Samarco dam failure incurred directly by BHP Brasil or other BHP entities are recognised 100 per cent in the Group's results.

The financial impacts of the Samarco dam failure on the Group's income statement, balance sheet and cash flow statement for the year ended 30 June 2025 are shown in the tables below and have been treated as an exceptional item.

Financial impacts of Samarco dam failure	**2025**	2024	2023
	US$M	US$M	US$M
Income statement			
Expenses excluding net finance costs:			
Costs incurred directly by BHP Brasil and other BHP entities in relation to the Samarco dam failure[1]	**(211)**	(139)	(103)
Profit/(loss) from equity accounted investments, related impairments and expenses			
Samarco dam failure provision[2]	**(659)**	(2,833)	(256)
Fair value change on forward exchange derivatives[3]	**414**	(199)	471
(Loss)/profit from operations	**(456)**	(3,171)	112
Net finance costs[4]	**(458)**	(506)	(452)
Loss before taxation	**(914)**	(3,677)	(340)
Income tax (expense)/benefit[5]	**–**	(85)	17
Loss after taxation	**(914)**	(3,762)	(323)
Balance sheet movement			
Other financial assets/(liabilities)[6]	**441**	(280)	337
Trade and other payables	**29**	(4)	(6)
Tax liabilities	**–**	(85)	17
Provisions	**656**	(2,824)	(260)
Net decrease/(increase) in liabilities	**1,126**	(3,193)	88

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	2025	2024	2023
	US$M	US$M	US$M
Cash flow statement			
Loss before taxation	**(914)**	(3,677)	(340)
Adjustments for:			
Samarco dam failure provision[2]	**659**	2,833	256
Fair value change on forward exchange derivatives[3]	**(414)**	199	(471)
(Settlement of)/proceeds from cash management related instruments	**(17)**	218	134
Net finance costs[4]	**458**	506	452
Changes in assets and liabilities:			
Trade and other payables	**(29)**	4	6
Net operating cash flows	**(257)**	83	37
Net investment and funding of equity accounted investments[7]	**(1,773)**	(640)	(448)
Net investing cash flows	**(1,773)**	(640)	(448)
Net decrease in cash and cash equivalents	**(2,030)**	(557)	(411)

1 Includes legal and advisor costs incurred.

2 US$540 million (2024: US$3,700 million; 2023: US$(33) million) change in estimate and US$119 million (2024: US$(867) million; 2023: US$289 million) exchange translation.

3 The Group enters into forward exchange contracts to limit the Brazilian reais exposure on the dam failure provision. While not applying hedge accounting, the fair value changes in the forward exchange instruments are recorded within Profit/(loss) from equity accounted investments, related impairments and expenses in the Income Statement.

4 Amortisation of discounting of provision.

5 Includes tax on forward exchange derivatives and other taxes incurred during the period.

6 Includes forward exchange contracts described in 3 above, and Senior notes issued by Samarco as part of its Judicial Reorganisation in September 2023.

7 Current period reflects US$(1,773) million utilisation of the Samarco dam failure provision including payments under the Settlement Agreement ratified on 6 November 2024. Comparative periods comprise utilisation of the Samarco dam failure provision (2024: US$(515) million; 2023: US$(448) million) and in FY2024 US$(125) million provided to Samarco following approval of the Judicial Reorganisation.

Equity accounted investment in Samarco

BHP Brasil's investment in Samarco remains at US$ nil. No dividends have been received by BHP Brasil from Samarco during the period and Samarco currently does not have profits available for distribution.

Provision related to the Samarco dam failure

		2025		2024
		US$M		US$M
At the beginning of the financial year		**6,505**		3,681
Movement in provision		**(656)**		2,824
Comprising:				
Utilised	**(1,773)**		(515)	
Adjustments charged to the income statement:				
Change in cost estimate	**540**		3,700	
Amortisation of discounting impacting net finance costs	**458**		506	
Exchange translation	**119**		(867)	
At the end of the financial year		**5,849**		6,505
Comprising:				
Current		**2,958**		1,500
Non-current		**2,891**		5,005
At the end of the financial year		**5,849**		6,505

Samarco dam failure provision and contingencies

As at 30 June 2025, BHP Brasil has identified a provision and certain contingent liabilities arising as a consequence of the Samarco dam failure. The provision reflects the future cost estimates associated with the obligations set out in the Settlement Agreement (see below).

Contingent liabilities will only be resolved when one or more uncertain future events occur or related impacts become capable of reliable measurement and, as such, determination of contingent liabilities disclosed in the Financial Statements requires significant judgement regarding the outcome of future events. A number of the claims below do not specify the amount of damages sought and, where this is specified, amounts could change as the matter progresses.

Ultimately, future changes in all those matters for which a provision has been recognised or contingent liability disclosed could have a material adverse impact on BHP's business, competitive position, cash flows, prospects, liquidity and shareholder returns.

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The following table summarises the current status of significant ongoing matters relating to the Samarco dam failure, along with developments during the financial year, and the associated treatment in the Financial Statements:

Item	Provision	Contingent liability
Samarco dam failure – Settlement Agreement	✓	X

On 2 March 2016, BHP Brasil, Samarco and Vale S.A. (Vale) (the Companies) entered into a Framework Agreement with the Federal Government of Brazil, the states of Espirito Santo and Minas Gerais, and certain other public authorities to establish a foundation (Fundação Renova) to develop and execute environmental and socio-economic programs (Programs) to remediate and provide compensation for damage caused by the Samarco dam failure (the Framework Agreement). Key Programs included those for financial assistance and compensation of impacted persons and those for remediation of impacted areas and resettlement of impacted communities.

On 3 May 2016, the Brazilian Federal Public Prosecution Office brought a civil claim against BHP Brasil and others seeking R$155 billion for reparation, compensation and moral damages in relation to the Samarco dam failure. Since the lodgement of the claim, the Federal Court had issued a number of interim decisions, certain of which were subject to ongoing appeal at 30 June 2024.

On 25 October 2024, the Companies entered into an agreement with the Federal Government of Brazil, State of Minas Gerais, State of Espirito Santo, public prosecutors and public defenders (Public Authorities) that delivers full and final settlement of the Framework Agreement obligations, the Federal Public Prosecution Office civil claim and other claims by the Public Authorities relating to Samarco's Fundão dam failure (Settlement Agreement). On 6 November 2024, the Settlement Agreement was fully ratified by the Brazilian Supreme Court. On 15 May 2025, the decision that ratified the Settlement Agreement became final and unappealable.

The Settlement Agreement provides compensation and reparation for the impacts of the dam failure, and builds on the existing remediation and compensation work already performed by Fundação Renova. The Settlement Agreement was announced as having a financial value of R$170 billion (approximately US$31.7 billion[1]) on a 100% basis, including amounts already spent plus future payments and obligations as follows:

- R$38 billion (approximately US$7.9 billion[1]) in amounts already spent to 30 September 2024 on remediation and compensation since 2016.
- R$100 billion (approximately US$18.0 billion[1]) in instalments over 20 years to the Public Authorities, the relevant municipalities and Indigenous peoples and traditional communities (Obligation to Pay).
- Additional performance obligations for an estimated financial value of approximately R$32 billion (approximately US$5.8 billion[1]) that will be carried out by Samarco in accordance with the terms of the Settlement Agreement (Obligations to Perform). These obligations include remediation and compensation programs that are expected to be largely completed over the next 15 years.

Under the Settlement Agreement, Samarco is the primary obligor for the settlement obligations and BHP Brasil and Vale are each secondary obligors of any obligation that Samarco cannot fund or perform in proportion to their shareholding at the time of the dam failure, which is 50% each. While Samarco has recommenced operations, Samarco's long-term cash flow generation remains highly sensitive to factors including returning to full production capacity, commodity prices and foreign exchange rates.

Further, under the Samarco Judicial Reorganisation Plan (JR Plan), ratified by the JR Court on 1 September 2023, Samarco's funding of obligations to remediate and compensate the damages resulting from the dam failure is capped at US$1 billion for the period CY2024 to CY2030. Notwithstanding this cap, and subject to certain conditions, to the extent that Samarco each year has a positive cash balance after meeting its various obligations, during this period Samarco's shareholders are able to direct 50 per cent of Samarco's year end excess cash balance to fund remediation obligations, including those arising from the Settlement Agreement.

The Group has considered the outcomes of the Settlement Agreement, including the estimated costs of executing the Obligations to Perform, and the extent to which Samarco may be in a position to fund any future outflows to measure the provision related to the Samarco dam failure at US$5,849 million at 30 June 2025. The provision reflects the Group's best estimate of outflows required to settle all obligations arising from the Settlement Agreement.

Uncertainty remains around the Obligations to Perform, and there is a risk that outcomes may be materially higher or lower than amounts reflected in BHP Brasil's provision for the Samarco dam failure. Key areas of uncertainty include the future costs relating to the Obligations to Perform programs and the extent to which Samarco is able to directly fund the settlement obligations. Further information on the key areas of estimation uncertainty is provided in the 'Key judgements and estimates' section below.

There is also risk in relation to claims brought in Brazil that seek to, among other things, change the eligibility parameters of the Settlement Agreement. The Companies are defending these claims.

BHP Brasil, Samarco and Vale have maintained security under the Governance Agreement ratified on 8 August 2018, comprising insurance bonds and a charge over certain Samarco assets. On 6 August 2025, the Federal Court released this requirement, in line with the Settlement Agreement, which does not mandate maintaining the existing security. This decision is subject to any appeal that may be filed.

1 USD amounts reflect those included in the announcement of the settlement agreement calculated based on actual transactional (historical) exchange rates related to funding provided to Fundação Renova for investment to date with future spend calculated using the 28 June 2024 BRL/USD exchange rate of 5.56.

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Item	Provision	Contingent liability
Australian class action complaint	X	✓
BHP Group Limited is named as a defendant in a shareholder class action filed in the Federal Court of Australia on behalf of persons who acquired shares in BHP Group Limited or BHP Group Plc (now BHP Group (UK) Ltd) in periods prior to the Samarco dam failure. The amount of damages sought is unspecified. A trial is scheduled to commence in September 2025.		
United Kingdom group action claim and Vale and Samarco's Netherlands collective action claim	X	✓
BHP Group (UK) Ltd (formerly BHP Group Plc) and BHP Group Limited (BHP Defendants) are named as defendants in group action claims for damages filed in the courts of England. These claims were filed on behalf of certain individuals, municipalities, businesses, faith-based institutions and communities in Brazil allegedly impacted by the Samarco dam failure, some of whom are eligible for compensation under the Settlement Agreement. The amount of damages sought in these claims is unspecified. The BHP Defendants subsequently filed a contribution claim against Vale, which was withdrawn after reaching the agreement in July 2024 described below. A trial in relation to the BHP Defendants' liability for the dam failure concluded in March 2025 and a ruling on liability is pending. In the event that the BHP Defendants are found liable, a second trial has been listed to commence in October 2026, directed to generic issues of causation and quantification. Subject to the outcome of that trial, a further trial may be necessary to determine the amount of any damages and compensation owed to the claimants. The outcome of these proceedings, including the extent of any liability or damages, remains uncertain and therefore a present obligation in relation to this matter is yet to be determined. In January 2024, the BHP Defendants were served with a new group action filed in the courts of England on behalf of additional individuals and businesses in Brazil allegedly impacted by the Samarco dam failure. The new action makes broadly the same claims as the original action and the amount of damages sought in these claims is unspecified. The claims have been stayed by the English court pending the outcome of the liability trial referred to above. In March 2024, a collective action complaint was filed in the Netherlands against Vale and a Dutch subsidiary of Samarco for compensation relating to the Samarco dam failure. That complaint, which formally commenced in February 2025, indicates that these claims were filed on behalf of certain individuals, municipalities, businesses, associations and faith-based institutions allegedly impacted by the Samarco dam failure who are not also claimants in the UK group action claims referred to above. BHP is not a defendant in the Netherlands proceedings. In July 2024, the BHP Defendants, BHP Brasil and Vale entered into an agreement – without any admission of liability in any proceedings – whereby: (i) Vale will pay 50% of any amounts that may be payable by the BHP Defendants to the claimants in the UK group action claims (or by the BHP Defendants, BHP Brasil or their related parties to claimants in any other proceedings in Brazil, England or the Netherlands covered by the agreement); and (ii) BHP Brasil will pay 50% of any amounts that may be payable by Vale to the claimants in the Netherlands proceedings (or by Vale or its related parties to claimants in any other proceedings in Brazil, England or the Netherlands covered by the agreement). The agreement reinforced the terms of the Framework Agreement entered into in 2016 and is consistent with the aforementioned Settlement Agreement entered into in October 2024, which requires BHP Brasil and Vale to each contribute 50% to the funding of the settlement obligations where Samarco is unable to contribute that funding. While the Settlement Agreement did not resolve the English and Netherlands proceedings, certain claimants in those proceedings are eligible to receive payments under the Settlement Agreement if they choose to do so. In October 2024, certain Brazilian municipalities, who are claimants in the UK group action claims referred to above, brought criminal contempt proceedings against the BHP Defendants in relation to their alleged involvement in a constitutional claim brought by a third-party Brazilian mining association (IBRAM) before the Brazilian Supreme Court. In June 2025, the High Court in London rejected the BHP Defendants' application to strike out the proceedings, allowing the contempt proceedings to continue. The BHP Defendants have sought permission to appeal that decision. The contempt proceedings remain ongoing and the outcome is uncertain at this stage.		
Criminal charges	X	✓
The Federal Prosecutors' Office filed criminal charges against BHP Brasil, Samarco and Vale and certain of their employees and former employees (Affected Individuals) in the Federal Court of Ponte Nova, Minas Gerais (Federal Court). The Federal Court granted decisions in favour of all Affected Individuals, terminating the charges against these individuals. As to the remaining cases, in November 2024, the Federal Court ruled that BHP Brasil, Samarco and Vale and certain Affected Individuals (non-affiliated with BHP) who still had their cases open, are not liable for criminal offences relating to the failure of Samarco's tailings dam. In December 2024 the Federal Prosecutors' Office filed an appeal, and a ruling is pending.		

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Item	Provision	Contingent liability
Civil public action commenced by Associations concerning the use of TANFLOC for water treatment	X	✓
On 17 November 2023, the Federal Court dismissed the lawsuit filed by four associations due to procedural reasons. The judgment is final and unappealable. In July 2024, two further associations filed another lawsuit against Samarco, BHP Brasil and Vale and others, including the States of Minas Gerais and Espirito Santo, the Federal Government and the Water Treatment Companies, who were all also defendants in the first lawsuit. This second lawsuit was also dismissed due to procedural reasons on 12 November 2024, and the associations have appealed this judgement. In both lawsuits the plaintiffs alleged that the defendants carried out a clandestine study on the citizens of the locations affected by the Samarco dam failure where Tanfloc (a tannin-based flocculant/coagulant) was used in the water treatment process. The plaintiffs claim that this product put the population at risk due to its alleged experimental qualities and dosage applied. The plaintiffs presented largely similar pleas e.g. material damages, moral damages.		
Other claims	X	✓
BHP Brasil is among the Companies named as defendants in a number of legal proceedings initiated by individuals, non-governmental organisations, corporations and governmental entities in Brazilian Federal and State courts following the Samarco dam failure. The other defendants include Vale, Samarco and Fundação Renova. The lawsuits include claims for compensation, environmental reparation and violations of Brazilian environmental and other laws, among other matters. The lawsuits seek various remedies including reparation costs, compensation to injured individuals and families of the deceased, recovery of personal and property losses, moral damages and injunctive relief. Certain of these legal proceedings are outside the scope of the Settlement Agreement. In addition, actions for alleged damages, fees and/or expenses related to claims concerning the Samarco dam failure have been, and may in the future be, brought against the Group. Government inquiries, studies and investigations relating to the Samarco dam failure and actions taken in response to it have also been commenced by numerous agencies and individuals of the Brazilian government and may still be ongoing. Additional legal proceedings and government investigations relating to the Samarco dam failure could be brought against BHP Brasil and other Group entities in Brazil or other jurisdictions. The outcomes of these claims, investigations and proceedings remain uncertain and continue to be disclosed as contingent liabilities.		

Commitments

Under the terms of the Samarco joint venture agreement, BHP Brasil does not have an existing obligation to fund Samarco. However, under the Settlement Agreement, while Samarco is the primary obligor for the Settlement Agreement obligations, BHP Brasil and Vale are each secondary obligors of any obligation that Samarco cannot fund (including as restricted by the terms of the Judicial Reorganisation Plan) or perform in proportion to their shareholding at the time of the dam failure, which is 50% each.

BHP Brasil has approved preliminary funding of up to US$2.9 billion to Samarco for the Settlement Agreement obligations during calendar year 2025.

Key judgements and estimates

Judgements

The outcomes of litigation are inherently difficult to predict and significant judgement has been applied in assessing the likely outcome of legal claims and determining which legal claims require recognition of a provision or disclosure of a contingent liability. The facts and circumstances relating to these cases are regularly evaluated in determining whether a provision for any specific claim is required.

Management has determined that a provision can be recognised at 30 June 2025 to reflect the estimated costs associated with obligations under the Settlement Agreement. It is not yet possible to provide a range of possible outcomes or a reliable estimate of potential future exposures to BHP in connection to the contingent liabilities noted above, given their status.

Estimates

The provision for the Samarco dam failure reflects the Group's estimate of the costs to meet the Group's obligations under the Settlement Agreement and requires the use of significant judgements, estimates and assumptions.

While the provision has been measured based on the latest information available, changes in facts and circumstances are likely in future reporting periods and may lead to material revisions to these estimates and there is a risk that outcomes may be materially higher or lower than amounts currently reflected in the provision. However, it is currently not possible to determine what facts and circumstances may change, therefore revisions in future reporting periods due to the key estimates and factors outlined below cannot be reliably measured.

The key estimates that may have a material impact upon the provision in the next and future reporting periods include:

- the cost of compensation to individuals, small businesses, Municipalities and Indigenous and Traditional communities; and
- the extent to which Samarco is able to directly fund any future obligations relating to the Settlement Agreement. Samarco's long-term cash flow generation remains highly sensitive to factors including its ability to return to full production capacity, commodity prices and foreign exchange rates.

The provision may also be affected by factors including but not limited to updates to discount and foreign exchange rates. To limit the Group's exposure to potential Brazilian reais foreign exchange volatility, the Group has entered into forward exchange contracts, predominantly covering the period up to FY2028. A 0.5% increase in the discount rate would, in isolation, reduce the provision by approximately US$100 million.

In addition, the provision may be impacted by decisions in, or resolution of, existing and potential legal claims in Brazil including in relation to eligibility under, and adherence to, the Settlement Agreement and claims in other jurisdictions, including the outcome of the United Kingdom group action claims, the Australian class action and the claim filed in the Netherlands against Vale and a Dutch subsidiary of Samarco.

Given these factors, future actual cash outflows may differ from the amounts currently provided and changes to any of the key assumptions and

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estimates outlined above could result in a material impact to the provision in the next and future reporting periods.

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The following section provides disclosure of matters to which Samarco (and not the Group) is a party.

Samarco

Dam failure related provision and contingencies

In addition to its provisions in relation to the Settlement Agreement as at 30 June 2025, Samarco has recognised a provision of US$0.1 billion (30 June 2024: US$0.4 billion), based on currently available information, in relation to other dam failure related matters to which BHP Brasil is not a party.

The magnitude, scope and timing of these additional costs are subject to a high degree of uncertainty and Samarco has indicated that it anticipates that it will incur future costs beyond those provided. These uncertainties are likely to continue for a significant period and changes to key assumptions could result in a material change to the amount of the provision in future reporting periods. Any such unrecognised obligations are therefore contingent liabilities and, at present, it is not practicable to estimate their magnitude or possible timing of payment. Accordingly, it is also not possible to provide a range of possible outcomes or a reliable estimate of total potential future exposures at this time.

Samarco is also named as a defendant in a number of other legal proceedings initiated by individuals, non-governmental organisations, corporations and governmental entities in Brazilian Federal and State courts following the Samarco dam failure. The lawsuits include claims for compensation, environmental rehabilitation and violations of Brazilian environmental and other laws, among other matters. The lawsuits seek various remedies including rehabilitation costs, compensation to injured individuals and families of the deceased, recovery of personal and property losses, moral damages and injunctive relief. In addition, government inquiries and investigations relating to the Samarco dam failure have been commenced by numerous agencies of the Brazilian government and are ongoing. Given the status of proceedings it is not possible to provide a range of possible outcomes or a reliable estimate of total potential future exposures to Samarco.

Additional lawsuits and government investigations relating to the Samarco dam failure could be brought against Samarco.

Samarco has also identified a number of individually immaterial tax-related uncertainties which have been reflected, where appropriate, in the Group's share of associate and joint venture contingent liabilities presented in note 32 'Contingent liabilities'.

Samarco insurance

Samarco has standalone insurance policies in place with Brazilian and global insurers. Insurers' loss adjusters or claims representatives continue to investigate and assist with the claims process for matters not yet settled. As at 30 June 2025, an insurance receivable has not been recognised by Samarco in respect of ongoing matters.

Samarco non-dam failure related provisions and contingent liabilities

The following non-dam failure related matters pre-date and are unrelated to the Samarco dam failure. Samarco is currently contesting aspects of both of these matters in the Brazilian courts. Given the status of these tax matters, the timing of resolution and potential economic outflow for Samarco is uncertain.

Brazilian Social Contribution Levy

Samarco has received tax assessments for the alleged non-payment of Brazilian Social Contribution Levy for the calendar years 2007-2014. Based on its assessment of currently available information as at 30 June 2025, Samarco recognised gross provisions of US$0.4 billion, US$0.2 billion net of US$0.2 billion court deposits paid (30 June 2024: gross provisions of US$0.4 billion, US$0.2 billion net of US$0.2 billion court deposits paid) and has not disclosed contingent liabilities (30 June 2024: contingent liabilities of US$0.2 billion). As at 30 June 2025, BHP Brasil's 50% share of the impact of the provision recognised by Samarco is reflected in the Group's equity accounting for Samarco.

Brazilian corporate income tax rate

Samarco has received tax assessments, and disclosed contingent liabilities, for the alleged incorrect calculation of Corporate Income Tax (IRPJ) in respect of the 2000-2003 and 2007-2014 income years totalling approximately US$1.0 billion (30 June 2024: US$1.0 billion).

Brazilian mining royalties

Samarco has received assessments, and disclosed contingent liabilities, for the alleged incorrect calculation of Financial Compensation for the Exploitation of Mineral Resources (CFEM) in respect of the period 1998-2017 totalling approximately US$0.4 billion (30 June 2024: US$0.4 billion).

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5 Expenses and other income

	2025 US$M	2024 US$M	2023 US$M
Employee benefits expense:			
Wages and salaries	**5,017**	4,633	4,539
Employee share awards	**127**	112	97
Social security costs	**5**	5	4
Pension and other post-retirement obligations	**399**	374	339
Less employee benefits expense classified as exploration and evaluation expenditure	**(61)**	(49)	(35)
Changes in inventories of finished goods and work in progress	**433**	(289)	301
Raw materials and consumables used	**5,950**	6,536	6,710
Freight and transportation	**2,029**	2,270	2,299
External services	**5,726**	5,795	4,768
Third-party commodity purchases	**1,991**	1,977	1,878
Net foreign exchange losses/(gains)	**85**	23	(197)
Fair value change on derivatives[1]	**(58)**	84	135
Government royalties paid and payable	**2,608**	3,571	3,841
Exploration and evaluation expenditure incurred and expensed in the current period	**346**	399	294
Depreciation and amortisation expense	**5,540**	5,295	5,061
Impairment net of reversals:			
Property, plant and equipment	**106**	3,833	73
Goodwill and other intangible assets	**2**	57	2
All other operating expenses	**2,074**	2,124	1,764
Total expenses	**32,319**	36,750	31,873
Loss/(gain) on disposal of subsidiaries and operations[2]	**117**	(915)	(8)
Other income[3]	**(485)**	(370)	(386)
Total other income	**(368)**	(1,285)	(394)

1 Fair value change on derivatives is principally related to commodity price contracts, foreign exchange contracts and embedded derivatives used in the ordinary course of business as well as derivatives used as part of the funding of dividends.

2 Includes impact of fair value remeasurement of Blackwater and Daunia divestment related contingent consideration. FY24 mainly relates to the gain on divestment of Blackwater and Daunia mines. Refer to note 3 ‘Exceptional items’ for further information.

3 Other income is generally income earned from transactions outside the course of the Group’s ordinary activities and may include certain management fees from non-controlling interests and joint arrangements, royalties and commission income.

Recognition and measurement

Other income is recognised when it is probable that the economic benefits associated with a transaction will flow to the Group and can be reliably measured. Dividend income is recognised upon declaration.

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6 Income tax expense

	2025 US$M	2024 US$M	2023 US$M
Total taxation expense comprises:			
Current tax expense	**7,033**	7,435	6,690
Deferred tax expense/(benefit)	**177**	(988)	387
Total taxation expense	**7,210**	6,447	7,077

	2025 US$M	2024 US$M	2023 US$M
Factors affecting income tax expense for the year			
Income tax expense differs to the standard rate of corporation tax as follows:			
Profit before taxation	**18,353**	16,048	21,401
Tax on profit at Australian prima facie tax rate of 30 per cent	**5,506**	4,814	6,420
Derecognition of deferred tax assets and current year tax losses	**1,036**	666	526
Tax on remitted and unremitted foreign earnings	**354**	224	137
Tax effect of profit/(loss) from equity accounted investments, related impairments and expenses[1]	**78**	737	(37)
Foreign exchange adjustments	**21**	(79)	94
Amounts (over)/under provided in prior years	**(57)**	(25)	(18)
Recognition of previously unrecognised tax assets	**(127)**	(110)	(109)
Impact of tax rates applicable outside of Australia	**(1,132)**	(556)	(558)
Other	**451**	344	236
Income tax expense	**6,130**	6,015	6,691
Royalty-related taxation (net of income tax benefit)[2]	**1,080**	432	386
Total taxation expense	**7,210**	6,447	7,077

1 This item removes the prima facie tax effect on profit/(loss) from equity accounted investments, related impairments and expenses that are net of tax, with the exception of the Samarco forward exchange derivatives described in note 4 'Significant events – Samarco dam failure', which are taxable.

2 Includes the revaluation of deferred tax balances in the year ended 30 June 2023, following the substantive enactment of the Chilean Royalty Bill, as presented in note 3 'Exceptional items'.

Income tax recognised in other comprehensive income is as follows:

	2025 US$M	2024 US$M	2023 US$M
Income tax effect of:			
Items that may be reclassified subsequently to the income statement:			
Hedges:			
Gains/(losses) taken to equity	**(104)**	10	(29)
(Gains)/losses transferred to the income statement	**118**	(15)	45
Others	**–**	–	(11)
Income tax credit/(charge) relating to items that may be reclassified subsequently to the income statement	**14**	(5)	5
Items that will not be reclassified to the income statement:			
Re-measurement (losses)/gains on pension and medical schemes	**3**	(13)	7
Income tax credit/(charge) relating to items that will not be reclassified to the income statement	**3**	(13)	7
Total income tax credit/(charge) relating to components of other comprehensive income[1]	**17**	(18)	12

1 Included within total income tax relating to components of other comprehensive income is US$17 million relating to deferred taxes and US$ nil relating to current taxes (2024: US$(18) million and US$ nil; 2023: US$12 million and US$ nil).

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Recognition and measurement

Taxation on the profit/(loss) for the year comprises current and deferred tax. Taxation is recognised in the income statement except to the extent that it relates to items recognised directly in equity or other comprehensive income, in which case the tax effect is also recognised in equity or other comprehensive income.

Current tax

Current tax is the expected tax on the taxable income for the year, using tax rates and laws enacted or substantively enacted at the reporting date, and any adjustments to tax payable in respect of previous years.

Deferred tax

Deferred tax is the tax expected to be payable or recoverable on differences between the carrying amounts of assets and liabilities in the Financial Statements and the corresponding tax bases used in the computation of taxable profit, and is accounted for in accordance with IAS 12/AASB 112 'Income Taxes' (IAS 12).

Deferred tax assets are recognised to the extent that it is probable that future taxable profits will be available against which the temporary differences can be utilised.

Deferred tax is not recognised for temporary differences relating to:

- initial recognition of goodwill
- initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit, except where the transaction gives rise to equal and offsetting taxable and deductible temporary differences
- investment in subsidiaries, associates and jointly controlled entities where the Group is able to control the timing of the reversal of the temporary difference and it is probable that they will not reverse in the foreseeable future

Deferred tax is measured at the tax rates that are expected to be applied when the asset is realised or the liability is settled, based on the laws that have been enacted or substantively enacted at the reporting date.

Current and deferred tax assets and liabilities are offset when the Group has a legally enforceable right to offset and when the tax balances are related to taxes levied by the same tax authority and the Group intends to settle on a net basis, or realise the asset and settle the liability simultaneously.

Royalty-related taxation

Royalties are treated as taxation arrangements (impacting income tax expense/(benefit)) when they are imposed under government authority and the amount payable is calculated by reference to revenue derived (net of any allowable deductions) after adjustment for temporary differences. Obligations arising from royalty arrangements that do not satisfy these criteria are recognised as current liabilities and included in expenses.

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International Tax Reform – Pillar Two Model Rules

The Organisation for Economic Co-operation and Development (OECD)/G20 Inclusive Framework on Base Erosion and Profit Shifting previously published the Pillar Two model rules designed to address the tax challenges arising from the digitalisation of the global economy, including the implementation of a global minimum tax. The Group has a presence in jurisdictions that have enacted or substantively enacted legislation in relation to the OECD/G20 BEPS Pillar Two model rules, including Australia, where its ultimate parent entity is a tax resident. This effectively brings all jurisdictions in which the Group has a presence into the scope of the rules.

The Group's current tax expense related to Pillar Two income taxes is US$1 million for the year ended 30 June 2025. The temporary exception to recognising and disclosing information about deferred tax assets and liabilities related to Pillar Two income taxes has been applied at 30 June 2025.

The Group continues to monitor and evaluate the domestic implementation of the Pillar Two rules in the jurisdictions in which it operates. The implementation of legislation that is enacted or substantively enacted but not yet in effect is not expected to have a material impact on the Group's global effective tax rate.

Uncertain tax and royalty matters

The Group operates across many tax jurisdictions. Application of tax law can be complex and requires judgement to assess risk and estimate outcomes. These judgements are subject to risk and uncertainty, hence there is a possibility that changes in circumstances will alter expectations, which may impact the amount of tax assets and tax liabilities, including deferred tax, recognised on the balance sheet and the amount of other tax losses and temporary differences not yet recognised. The evaluation of tax risks considers both amended assessments received and potential sources of challenge from tax authorities. The status of proceedings for these matters will impact the ability to determine the potential exposure and in some cases, it may not be possible to determine a range of possible outcomes or a reliable estimate of the potential exposure.

Tax and royalty matters with uncertain outcomes arise in the normal course of business and occur due to changes in tax law, changes in interpretation of tax law, periodic challenges and disagreements with tax authorities and legal proceedings.

Tax and royalty obligations assessed as having probable future economic outflows capable of reliable measurement are recognised as current or deferred tax amounts, as appropriate, as at 30 June 2025. Matters with a possible economic outflow and/or presently incapable of being measured reliably are contingent liabilities and disclosed in note 32 ‘Contingent liabilities’. Details of uncertain tax and royalty matters relating to Samarco are disclosed in note 4 ‘Significant events – Samarco dam failure’.

Key judgements and estimates

Income tax classification

Judgements: The Group’s accounting policy for taxation, including royalty-related taxation, requires management’s judgement as to the types of arrangements considered to be a tax on income in contrast to an operating cost.

Deferred tax

Judgements: Judgement is required in:

- determining the amount of deferred tax assets to be recognised based on the likely timing and the level of future taxable profits;
- assessing whether changes in tax regimes or applicable tax rates are substantively enacted at the reporting date;
- recognising deferred tax liabilities arising from temporary differences in investments. These deferred tax liabilities caused principally by retained earnings held in foreign tax jurisdictions are recognised unless repatriation of retained earnings can be controlled and is not expected to occur in the foreseeable future.

In FY2023, judgement was applied in determining the Chilean Royalty Bill was substantively enacted at the reporting date. It was considered that the process of enactment was complete and the remaining steps for enactment would not change the outcome of the tax rates to be applied in measuring the deferred tax assets and liabilities.

Estimates: The Group assesses the recoverability of recognised and unrecognised deferred taxes, including losses in Australia, the United States and Canada on a consistent basis. Estimates and assumptions relating to projected earnings and cash flows as applied in the Group impairment process are used for operating assets.

These forecasts are also used to estimate the royalty-related tax rates to apply when the deferred tax assets are realised and deferred tax liabilities are settled.

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7 Earnings per share

	2025	2024	2023
Earnings attributable to BHP shareholders (US$M)	**9,019**	7,897	12,921
Weighted average number of shares (Million)			
- Basic	**5,073**	5,068	5,064
- Diluted	**5,083**	5,077	5,073
Earnings per ordinary share (US cents)			
- Basic	**177.8**	155.8	255.2
- Diluted	**177.4**	155.5	254.7
Headline earnings per ordinary share (US cents)			
- Basic	**182.4**	195.9	256.1
- Diluted	**182.0**	195.6	255.7

Earnings on American Depositary Shares represent twice the earnings for BHP Group Limited ordinary shares.

Headline earnings is a Johannesburg Stock Exchange defined performance measure and is reconciled from earnings attributable to ordinary shareholders as follows:

	2025	2024	2023
	US$M	US$M	US$M
Earnings attributable to BHP shareholders	**9,019**	7,897	12,921
Adjusted for:			
(Gain)/loss on sales of property, plant and equipment, intangibles and investments	**(3)**	(29)	(9)
Impairments of property, plant and equipment and intangibles net of reversals	**154**	3,905	75
Loss/(gain) on disposal of subsidiaries and operations	**117**	(915)	–
Tax effect of above adjustments	**(34)**	(928)	(17)
Subtotal of adjustments	**234**	2,033	49
Headline earnings	**9,253**	9,930	12,970
Diluted headline earnings	**9,253**	9,930	12,970

Recognition and measurement

Diluted earnings attributable to BHP shareholders are equal to earnings attributable to BHP shareholders.

The calculation of the number of ordinary shares used in the computation of basic earnings per share is the weighted average number of ordinary shares of BHP Group Limited outstanding during the period after deduction of the number of shares held by the BHP Group Limited Employee Equity Trust.

For the purposes of calculating diluted earnings per share, the effect of 10 million dilutive shares has been taken into account for the year ended 30 June 2025 (2024: 9 million shares; 2023: 9 million shares). The Group's only potential dilutive ordinary shares are share awards granted under employee share ownership plans for which terms and conditions are described in note 26 'Employee share ownership plans'. Diluted earnings per share calculation excludes instruments which are considered antidilutive.

At 30 June 2025, there are no instruments which are considered antidilutive (2024: nil; 2023: nil).

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Working capital

8 Trade and other receivables

	2025	2024
	US$M	US$M
Trade receivables	**3,081**	3,687
Other receivables	**1,172**	1,652
Total	**4,253**	5,339
Comprising:		
Current	**4,116**	5,169
Non-current	**137**	170

Recognition and measurement

Trade receivables are recognised initially at their transaction price or, for those receivables containing a significant financing component, at fair value. Trade receivables are subsequently measured at amortised cost using the effective interest method, less an allowance for impairment, except for provisionally priced receivables which are subsequently measured at fair value through profit or loss under IFRS 9.

The collectability of trade and other receivables is assessed continuously. At the reporting date, specific allowances are made for any expected credit losses based on a review of all outstanding amounts at reporting period-end. Individual receivables are written off when management deems them unrecoverable. The net carrying amount of trade and other receivables approximates their fair values.

Credit risk

Trade receivables generally have terms of less than 30 days. The Group has no material concentration of credit risk with any single counterparty and is not dominantly exposed to any individual industry.

Credit risk can arise from the non-performance by counterparties of their contractual financial obligations towards the Group. To manage credit risk, the Group maintains Group-wide procedures covering the application for credit approvals, granting and renewal of counterparty limits, proactive monitoring of exposures against these limits and requirements triggering secured payment terms. As part of these processes, the credit exposures with all counterparties are regularly monitored and assessed on a timely basis. The credit quality of the Group's customers is reviewed and the solvency of each debtor and their ability to pay the receivable is considered in assessing receivables for impairment.

The 10 largest customers represented 35 per cent (2024: 39 per cent) of total credit risk exposures managed by the Group.

Receivables are deemed to be past due or impaired in accordance with the Group's terms and conditions. These terms and conditions are determined on a case-by-case basis with reference to the customer's credit quality, payment performance and prevailing market conditions. As at 30 June 2025, trade receivables of US$26 million (2024: US$59 million) were past due but not impaired. The majority of these receivables were less than 30 days overdue.

At 30 June 2025, trade receivables are stated net of provisions for expected credit losses of US$2 million (2024: US$1 million).

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9 Trade and other payables

	2025	2024
	US$M	US$M
Trade payables	**5,082**	5,338
Other payables	**1,588**	1,426
Total	**6,670**	6,764
Comprising:		
Current	**6,637**	6,719
Non-current	**33**	45

10 Inventories

	2025	2024	Definitions
	US$M	US$M	
Raw materials and consumables	**2,677**	2,305	Spares, consumables and other supplies yet to be utilised in the production process or in the rendering of services.
Work in progress	**3,186**	3,516	Commodities currently in the production process that require further processing by the Group to a saleable form.
Finished goods	**1,115**	1,218	Commodities ready-for-sale and not requiring further processing by the Group.
Total[1]	**6,978**	7,039	
Comprising:			
Current	**5,538**	5,828	Inventories classified as non-current are not expected to be utilised or sold within 12 months after the reporting date or within the operating cycle of the business.
Non-current	**1,440**	1,211	

[1] Inventory write-downs of US$243 million were recognised during the year (2024: US$69 million; 2023: US$100 million) and included US$133 million associated with the transition of WAN operations into temporary suspension (2024: nil; 2023: nil). Inventory write-downs of US$18 million made in previous periods were reversed during the year (2024: US$19 million; 2023: US$37 million).

Recognition and measurement

Regardless of the type of inventory and its stage in the production process, inventories are valued at the lower of cost and net realisable value. Cost is determined primarily on the basis of average costs and involves estimates of expected metal recoveries and work in progress volumes, calculated using available industry, engineering and scientific data. These estimates are periodically reassessed by the Group taking into account technical analysis and historical performance.

For processed inventories, cost is derived on an absorption costing basis. Cost comprises costs of purchasing raw materials and costs of production, including attributable mining and manufacturing overheads taking into consideration normal operating capacity.

Inventory quantities are assessed primarily through surveys and assays.

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Resource assets

11 Property, plant and equipment

	Land and buildings	Plant and equipment	Other mineral assets	Assets under construction	Exploration and evaluation	Total
	US$M	US$M	US$M	US$M	US$M	US$M
Net book value – 30 June 2025						
At the beginning of the financial year	**7,565**	**34,504**	**12,227**	**17,097**	**236**	**71,629**
Additions[1]	**28**	**1,653**	**1,066**	**8,703**	**50**	**11,500**
Remeasurements of index-linked freight contracts[2]	**–**	**(210)**	**–**	**–**	**–**	**(210)**
Depreciation for the year	**(578)**	**(4,441)**	**(410)**	**–**	**–**	**(5,429)**
Net impairments for the year[3]	**(7)**	**(76)**	**(23)**	**–**	**–**	**(106)**
Disposals	**(1)**	**(19)**	**–**	**–**	**–**	**(20)**
Divestment of subsidiaries and operations	**–**	**(1)**	**(42)**	**–**	**–**	**(43)**
Transfers and other movements	**404**	**5,143**	**(581)**	**(5,754)**	**(76)**	**(864)**
At the end of the financial year[4]	**7,411**	**36,553**	**12,237**	**20,046**	**210**	**76,457**
– Cost	**15,617**	**93,385**	**20,359**	**22,002**	**223**	**151,586**
– Accumulated depreciation and impairments	**(8,206)**	**(56,832)**	**(8,122)**	**(1,956)**	**(13)**	**(75,129)**
Net book value – 30 June 2024						
At the beginning of the financial year	8,140	36,654	13,304	13,481	239	71,818
Additions[1]	27	1,206	795	8,840	58	10,926
Remeasurements of index-linked freight contracts[2]	–	230	–	–	–	230
Depreciation for the year	(637)	(4,287)	(264)	–	–	(5,188)
Net impairments for the year[3]	(88)	(1,440)	(930)	(1,365)	(10)	(3,833)
Disposals	(1)	(15)	–	–	–	(16)
Divestment of subsidiaries and operations[5]	(293)	(1,093)	(23)	(44)	–	(1,453)
Transfers and other movements	417	3,249	(655)	(3,815)	(51)	(855)
At the end of the financial year[4]	7,565	34,504	12,227	17,097	236	71,629
– Cost	15,180	86,989	19,900	19,106	1,035	142,210
– Accumulated depreciation and impairments	(7,615)	(52,485)	(7,673)	(2,009)	(799)	(70,581)

1 Includes change in estimates and net foreign exchange gains/(losses) related to the closure and rehabilitation provisions for operating sites. Refer to note 15 ‘Closure and rehabilitation provisions’.

2 Relates to remeasurements of index-linked freight contracts including continuous voyage charters (CVCs). Refer to note 22 ‘Leases’.

3 Refer to note 13 ‘Impairment of non-current assets’ for information on impairments.

4 Includes the carrying value of the Group’s right-of-use assets relating to land and buildings and plant and equipment of US$2,653 million (2024: US$2,708 million). Refer to note 22 ‘Leases’ for the movement of the right-of-use assets.

5 Relates to the divestment of the Blackwater and Daunia mines completed on 2 April 2024.

Recognition and measurement

Property, plant and equipment

Property, plant and equipment is recorded at cost less accumulated depreciation and impairment charges. Cost is the fair value of consideration given to acquire the asset at the time of its acquisition or construction and includes the direct costs of bringing the asset to the location and the condition necessary for operation and the estimated future costs of closure and rehabilitation of the facility.

Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liabilities. Refer to note 22 ‘Leases’ for further details. Right-of-use assets are presented within the category of property, plant and equipment according to the nature of the underlying asset leased.

Exploration and evaluation

Exploration costs are incurred to discover mineral resources. Evaluation costs are incurred to assess the technical feasibility and commercial viability of resources found.

Exploration and evaluation expenditure is charged to the income statement as incurred, except in the following circumstances in which case the expenditure may be capitalised:

- the exploration and evaluation activity is within an area of interest that was previously acquired as an asset acquisition or in a business combination and measured at fair value on acquisition or
- the existence of a commercially viable mineral deposit has been established

A regular review of each area of interest is undertaken to determine the appropriateness of continuing to carry forward costs in relation to that area. Capitalised costs are only carried forward to the extent that they are expected to be recovered through the successful exploitation of the area of interest or alternatively by its sale. To the extent that capitalised expenditure is no longer expected to be recovered, it is charged to the income statement.

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Development expenditure

When proven mineral reserves are determined and development is sanctioned, capitalised exploration and evaluation expenditure is reclassified as assets under construction within property, plant and equipment. All subsequent development expenditure is capitalised and classified as assets under construction, provided commercial viability conditions continue to be satisfied.

The Group may use funds sourced from external parties to finance the acquisition and development of assets and operations. Finance costs are expensed as incurred, except where they relate to the financing of construction or development of qualifying assets. Borrowing costs directly attributable to acquiring or constructing a qualifying asset are capitalised during the development phase.

In the instance where saleable material is extracted prior to the commissioning of a project/site, sale proceeds are recognised as revenue, with associated costs also recognised in the income statement. On completion of development, all assets included in assets under construction are reclassified within the relevant category of property, plant and equipment according to the nature of the underlying asset and depreciation commences.

Other mineral assets

Other mineral assets comprise:

- capitalised exploration, evaluation and development expenditure for assets in production
- mineral rights acquired
- capitalised development and production stripping costs

Overburden removal costs

The process of removing overburden and other waste materials to access mineral deposits is referred to as stripping. Stripping is necessary to obtain access to mineral deposits and occurs throughout the life of an open-pit mine. Development and production stripping costs are classified as other mineral assets in property, plant and equipment.

Stripping costs are accounted for separately for individual components of an ore body. The determination of components is dependent on the mine plan and other factors, including the size, shape and geotechnical aspects of an ore body. The Group accounts for stripping activities as follows:

Development stripping costs

These are initial overburden removal costs incurred to obtain access to mineral deposits that will be commercially produced. These costs are capitalised when it is probable that future economic benefits (access to mineral ores) will flow to the Group and costs can be measured reliably.

Once the production phase begins, capitalised development stripping costs are depreciated using the units of production method based on the proven and probable reserves of the relevant identified component of the ore body which the initial stripping activity benefits.

Production stripping costs

These are post initial overburden removal costs incurred during the normal course of production activity, which commences after the first saleable minerals have been extracted from the component. Production stripping costs can give rise to two benefits, the accounting for which is outlined below:

		Production stripping activity
Benefits of stripping activity	Extraction of ore (inventory) in current period.	Improved access to future ore extraction.
Period benefited	Current period	Future period(s)
Recognition and measurement criteria	When the benefits of stripping activities are realised in the form of inventory produced; the associated costs are recorded in accordance with the Group's inventory accounting policy.	When the benefits of stripping activities are improved access to future ore; production costs are capitalised when all the following criteria are met: • the production stripping activity improves access to a specific component of the ore body and it is probable that economic benefits arising from the improved access to future ore production will be realised • the component of the ore body for which access has been improved can be identified • costs associated with that component can be measured reliably
Allocation of costs	Production stripping costs are allocated between the inventory produced and the production stripping asset using a life-of-component waste-to-ore (or mineral contained) strip ratio. When the current strip ratio is greater than the estimated life-of-component ratio a portion of the stripping costs is capitalised to the production stripping asset.	
Asset recognised from stripping activity	Inventory	Other mineral assets within property, plant and equipment.
Depreciation basis	Not applicable	On a component-by-component basis using the units of production method based on proven and probable reserves.

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Key judgements and estimates

Judgements: Judgement is applied by management in determining the components of an ore body.

Estimates: Estimates are used in the determination of stripping ratios and mineral reserves by component. Changes to estimates related to life-of-component waste-to-ore (or mineral contained) strip ratios and the expected ore production from identified components are accounted for prospectively and may affect depreciation rates and asset carrying values.

Depreciation

Depreciation of assets, other than land, assets under construction and capitalised exploration and evaluation that are not depreciated, is calculated using either the straight-line (SL) method or units of production (UoP) method, net of residual values, over the estimated useful lives of specific assets. The depreciation method and rates applied to specific assets reflect the pattern in which the asset's benefits are expected to be used by the Group. The UoP depreciation method is used when the pattern of use is best reflected by production volumes. The Group's proved and probable reserves for minerals assets are used to determine UoP depreciation unless doing so results in depreciation charges that do not reflect the asset's useful life. Where this occurs, alternative approaches to determining reserves are applied, to provide a phasing of periodic depreciation charges that better reflects the asset's expected useful life.

Where assets are dedicated to a mine lease, the useful lives below are subject to the lesser of the asset category's useful life and the life of the mine lease, unless those assets are readily transferable to another productive mine.

Assets classified as held for sale are measured at the lower of their carrying amount and fair value less cost to sell and therefore not depreciated.

Key estimates

The determination of useful lives, residual values and depreciation methods involves estimates and assumptions and is reviewed annually. Any changes to useful lives or any other estimates or assumptions, including the expected impact of climate change and the transition to a low-carbon economy, may affect prospective depreciation rates and asset carrying values. The table below summarises the principal depreciation methods and rates applied to major asset categories by the Group.

Asset category	Plant and equipment
Buildings – Mine related property	UoP based upon reserves, otherwise SL over 25-50 years
Plant and equipment	UoP based upon reserves, otherwise SL over 3-30 years
Mineral rights	UoP based upon reserves
Capitalised exploration, evaluation and development expenditure	UoP based upon reserves

Commitments

The Group's commitments for capital expenditure were US$4,785 million as at 30 June 2025 (2024: US$5,958 million). The Group's commitments related to leases are included in note 22 'Leases'.

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12 Intangible assets

	2025			2024		
	Goodwill	**Other intangibles**	**Total**	Goodwill	Other intangibles	Total
	US$M	**US$M**	**US$M**	US$M	US$M	US$M
Net book value						
At the beginning of the financial year	**1,341**	**377**	**1,718**	1,389	221	1,610
Additions	**–**	**160**	**160**	–	101	101
Amortisation for the year	**–**	**(111)**	**(111)**	–	(107)	(107)
Impairments for the year[1]	**–**	**(2)**	**(2)**	(50)	(7)	(57)
Disposals	**–**	**(17)**	**(17)**	–	(12)	(12)
Divestment of subsidiaries and operations[2]	**–**	**–**	**–**	–	(45)	(45)
Transfers and other movements	**–**	**176**	**176**	2	226	228
At the end of the financial year	**1,341**	**583**	**1,924**	1,341	377	1,718
– Cost	**1,391**	**2,127**	**3,518**	1,391	1,798	3,189
– Accumulated amortisation and impairments	**(50)**	**(1,544)**	**(1,594)**	(50)	(1,421)	(1,471)

1 Refer to note 13 ‘Impairment of non-current assets’ for information on impairments.

2 Relates to the divestment of the Blackwater and Daunia mines completed on 2 April 2024.

Recognition and measurement

Goodwill

Where the fair value of the consideration paid for a business acquisition exceeds the fair value of the identifiable assets, liabilities and contingent liabilities acquired, the difference is treated as goodwill. Goodwill is not amortised and is measured at cost less any impairment losses.

Other intangibles

The Group capitalises amounts paid for the acquisition of identifiable intangible assets, such as software and licences, where it is considered that they will contribute to future periods through revenue generation or reductions in cost. These assets, classified as finite life intangible assets, are carried in the balance sheet at the fair value of consideration paid (cost) less accumulated amortisation and impairment charges. Intangible assets with finite useful lives are amortised on a straight-line basis over their useful lives. The estimated useful lives are generally no greater than eight years.

Assets classified as held for sale are measured at the lower of their carrying amount and fair value less cost to sell and therefore not amortised.

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13 Impairment of non-current assets

Cash generating unit	Segment	2025 Property, plant and equipment US$M	Goodwill and other intangibles US$M	Equity-accounted investment[1] US$M	Total US$M
Other	Various	**196**	**2**	**63**	**261**
Total impairment of non-current assets		**196**	**2**	**63**	**261**
Western Australia Nickel[2]	Group and unallocated	**(90)**	**–**	**–**	**(90)**
Reversal of impairment		**(90)**	**–**	**–**	**(90)**
Net impairment of non-current assets		**106**	**2**	**63**	**171**

Cash generating unit	Segment	2024 Property, plant and equipment US$M	Goodwill and other intangibles US$M	Equity-accounted investment US$M	Total US$M
Western Australia Nickel	Group and unallocated	3,744	56	–	3,800
Other	Various	89	1	–	90
Total impairment of non-current assets		3,833	57	–	3,890
Reversal of impairment		–	–	–	–
Net impairment of non-current assets		3,833	57	–	3,890

1 Impairment of equity accounted investment is recognised within 'Profit/(loss) from equity accounted investments, related impairments and expenses' in the Consolidated Income Statement.
2 Reversal of impairment is recognised as exceptional. Refer to note 3 'Exceptional items' for further information.

Recognition and measurement

Impairment tests for all non-financial assets (excluding goodwill) are performed when there is an indication of impairment. Goodwill is tested for impairment at least annually. Where the asset does not generate cash flows that are independent from other assets, the Group estimates the recoverable amount of the cash generating unit (CGU) to which the asset belongs, being the smallest identifiable group of assets that generates cash inflows that are largely independent of the cash inflows from other assets or groups of assets. If the carrying amount of the asset or CGU exceeds its recoverable amount, the asset or CGU is impaired and an impairment loss is charged to the income statement so as to reduce the carrying amount in the balance sheet to its recoverable amount.

Previously impaired assets (excluding goodwill as impairment losses are not reversed in subsequent periods) are reviewed for possible reversal of previous impairment at each reporting date. Impairment reversal cannot exceed the carrying amount that would have been determined (net of depreciation) had no impairment loss been recognised for the asset or CGU. Such reversal is recognised in the income statement.

How recoverable amount is calculated

The recoverable amount is the higher of an asset's or CGU's fair value less cost of disposal (FVLCD) and its value in use (VIU).

Fair value less cost of disposal

FVLCD is an estimate of the amount that a market participant would pay for an asset or CGU, less the cost of disposal. FVLCD for mineral assets is generally determined using independent market assumptions to calculate the present value of the estimated future post-tax cash flows expected to arise from the continued use of the asset, including the anticipated cash flow effects of any capital expenditure to enhance production or reduce cost, and its eventual disposal where a market participant may take a consistent view. Cash flows are discounted using an appropriate post-tax market discount rate to arrive at a net present value of the asset, which is compared against the asset's carrying value. FVLCD may also take into consideration other market-based indicators of fair value. FVLCD are based primarily on Level 3 inputs as defined in note 24 'Financial risk management' unless otherwise noted.

Value in use

VIU is determined as the present value of the estimated future cash flows expected to arise from the continued use of the asset in its present form and its eventual disposal or closure. VIU is determined by applying assumptions specific to the Group's continued use and cannot take into account future development. These assumptions are different to those used in calculating FVLCD and consequently the VIU calculation is likely to give a different result (usually lower) to a FVLCD calculation.

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Impairment of non-current assets (excluding goodwill)

No material impairment of non-current assets for the year ended 30 June 2025.

Impairment of non-current assets relating to the year ended 30 June 2024 are detailed below.

Western Australia Nickel

At 30 June 2024, the Group determined the recoverable amount (based on a fair value less costs of disposal methodology, applying discounted cash flow techniques utilising a post-tax real discount rate of 7.5 per cent) of the Western Australia Nickel CGU to be approximately negative US$600 million including closure provisions. Considering the recoverable amount of individual assets within the CGU, this resulted in an aggregate impairment to property, plant and equipment of US$3,744 million and intangible assets of US$56 million in FY2024. The impairment was driven by oversupply in the global nickel market that saw a sharp decline in forward nickel prices in the short to medium term, escalation in capital costs for Western Australia Nickel, and changes to development plans including the Group's decision, announced on 11 July 2024, to temporarily suspend Nickel West operations and the West Musgrave project at Western Australia Nickel. The post-impairment carrying value of Western Australia Nickel property, plant and equipment is not material.

Impairment test for goodwill

The carrying amount of goodwill has been allocated to the CGUs, or groups of CGUs, as follows:

Cash generating unit	**2025**	2024
	US$M	US$M
Copper SA	**1,154**	1,154
Other	**187**	187
Total goodwill	**1,341**	1,341

For the purpose of impairment testing, goodwill has been allocated to CGUs or groups of CGUs, that are expected to benefit from the synergies of previous business combinations, which represent the level at which management will monitor and manage goodwill.

Copper SA goodwill

Impairment test conclusion	The Group performed an impairment test of the Copper SA Group of CGUs, including goodwill, as at 30 June 2025 and an impairment charge was not required.
How did the goodwill arise?	Goodwill of US$1,010 million and US$144 million in relation to the acquisitions of WMC Resources Ltd (2005) and OZ Minerals Ltd (2023), respectively.
Segment	Copper SA is part of the Copper reportable segment.
How were the valuations calculated?	FVLCD methodology using DCF techniques has been applied in determining the recoverable amount of Copper SA.
Significant assumptions and sensitivities	The valuation of Copper SA exceeded its carrying amount by approximately US$10.5 billion (2024: US$8.4 billion) and is most sensitive to changes in copper commodity price, production volumes, operating costs and discount rates. It is considered that there are no reasonably possible changes in these key assumptions that would, in isolation, result in the estimated recoverable amount being equal to the carrying amount. The valuation applied a post-tax real discount rate of 7.0 per cent (2024: 7.0 per cent). Key judgements and estimates that have been applied in the FVLCD valuation are disclosed further below.

Goodwill held by other CGUs is US$187 million (2024: US$187 million). This represents less than one per cent of net assets at 30 June 2025 (2024: less than one per cent). There was no impairment of other goodwill in the year to 30 June 2025 (2024: US$ nil).

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Key judgements and estimates

Judgements: Assessment of indicators of impairment or impairment reversal and the determination of CGUs for impairment purposes require significant management judgement.

Indicators of impairment may include changes in the Group's operating and economic assumptions, including those arising from changes in reserves or mine planning, updates to the Group's commodity supply, demand and price forecasts, or the possible additional impacts from emerging risks including those related to climate change and the transition to a low-carbon economy.

Climate change

The Group's impairment assessments may be impacted by climate change and the transition to a low-carbon economy. Further detail is provided in note 16 'Climate change'.

Estimates: The Group performs a recoverable amount determination for an asset or CGU when there is an indication of impairment or impairment reversal.

When the recoverable amount is measured by reference to FVLCD, in the absence of quoted market prices or binding sale agreement, estimates are made regarding the present value of future post-tax cash flows. These estimates are made from the perspective of a market participant and include prices, future production volumes, operating costs, capital expenditure, closure and rehabilitation costs, taxes, risking factors applied to cash flows and discount rates. The cash flow forecasts may include net cash flows expected from the extraction, processing and sale of material that does not currently qualify for inclusion in reserves. Reserves and resources are included in the assessment of FVLCD to the extent that it is considered probable that a market participant would attribute value to them.

When recoverable amount is measured using VIU, estimates are made regarding the present value of future cash flows based on internal budgets and forecasts and life of asset plans. Key estimates are similar to those identified for FVLCD, although some assumptions and values may differ as they reflect the perspective of management rather than a market participant.

All estimates require judgements and assumptions and are subject to risk and uncertainty that may be beyond the control of the Group; hence, there is a possibility that changes in circumstances will materially alter projections, which may impact the recoverable amount of an asset or CGU at each reporting date. While no indicators of impairment, or impairment reversal, were identified across the Group's CGUs at 30 June 2025, the carrying value of the Spence CGU is the most susceptible to changes in the significant estimates outlined below in the next reporting period.

The significant estimates impacting the Group's recoverable amount determinations are:

Commodity prices

Commodity prices were based on latest internal forecasts which assume short-term market prices will revert to the Group's assessment of long-term price. These price forecasts reflect management's long-term views of global supply and demand, built upon past experience of the commodity markets and are benchmarked with external sources of information such as analyst forecasts. Prices are adjusted based upon premiums or discounts applied to global price markers to reflect the location, nature and quality of the Group's production, or to take into account contracted prices.

Future production volumes

Estimated production volumes were based on detailed data and took into account development plans established by management as part of the Group's long-term planning process. When estimating FVLCD, assumptions reflect all reserves and resources that a market participant would consider when valuing the respective CGU, which in some cases are broader in scope than the reserves that would be used in a VIU test. In determining FVLCD, risk factors may be applied to reserves and resources which do not meet the criteria to be treated as proved.

Cash outflows (including operating costs, capital expenditure, closure and rehabilitation costs and taxes)

Cash outflows are based on internal budgets and forecasts and life of asset plans. Cost assumptions reflect management experience and expectations. Tax assumptions reflect existing and substantively enacted tax and royalty regimes and rates applicable in the jurisdiction of the CGU. In the case of FVLCD, cash flow projections include the anticipated cash flow effects of any capital expenditure to enhance production or reduce cost where a market participant may take a consistent view. VIU does not take into account future development.

Discount rates

The Group uses real post-tax discount rates applied to real post-tax cash flows. The discount rates are derived using the weighted average cost of capital methodology. Adjustments to the rates are made for any risks that are not reflected in the underlying cash flows, including country risk.

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14 Deferred tax balances

The movement for the year in the Group's net deferred tax position is as follows:

	2025 US$M	2024 US$M	2023 US$M
Net deferred tax (liability)/asset			
At the beginning of the financial year	**(3,265)**	(4,243)	(3,007)
Acquisition of subsidiaries and operations[1]	**–**	–	(867)
Income tax (charge)/credit recorded in the income statement[2,3]	**(177)**	988	(387)
Income tax (charge)/credit recorded directly in equity	**(17)**	(6)	6
Divestment of subsidiaries and operations	**14**	(3)	–
Other movements	**17**	(1)	12
At the end of the financial year	**(3,428)**	(3,265)	(4,243)

1 Relates to the acquisition of OZL on 2 May 2023.

2 Includes US$1,125 million income tax credit in the year ended 30 June 2024 as a result of an impairment of Western Australia Nickel Assets.

3 Includes US$(283) million revaluation of deferred tax balances in the year ended 30 June 2023, following the substantive enactment of the Chilean Royalty Bill. Refer to note 3 'Exceptional items' for more information.

For recognition and measurement of deferred tax assets and liabilities, refer to note 6 'Income tax expense'. The temporary exception to recognising and disclosing information about deferred tax assets and liabilities related to Pillar Two income taxes has been applied at 30 June 2025.

The composition of the Group's net deferred tax assets and liabilities recognised in the balance sheet and the deferred tax expense charged/(credited) to the income statement is as follows:

	Deferred tax assets		Deferred tax liabilities		Charged/(credited) to the income statement		
	2025 US$M	2024 US$M	2025 US$M	2024 US$M	2025 US$M	2024 US$M	2023 US$M
Type of temporary difference							
Depreciation[1]	**(893)**	(756)	**5,284**	5,221	**213**	(894)	452
Exploration expenditure	**17**	14	**–**	–	**(2)**	(2)	(2)
Employee benefits	**35**	23	**(477)**	(407)	**(78)**	6	(94)
Closure and rehabilitation	**195**	155	**(1,826)**	(1,770)	**(96)**	(29)	(296)
Other provisions	**47**	55	**(202)**	(196)	**2**	23	4
Deferred income	**–**	–	**(9)**	(23)	**14**	(9)	37
Deferred charges	**(31)**	(55)	**551**	522	**5**	(148)	85
Investments, including foreign tax credits	**281**	274	**516**	411	**96**	(6)	(54)
Foreign exchange gains and losses	**(14)**	(9)	**85**	80	**9**	(115)	42
Tax losses	**491**	364	**(38)**	(84)	**(80)**	40	37
Lease liability[1]	**23**	9	**(735)**	(730)	**(19)**	45	(83)
Other	**(73)**	(7)	**357**	308	**113**	101	259
Total	**78**	67	**3,506**	3,332	**177**	(988)	387

1 Includes deferred tax associated with the recognition of right-of-use assets and lease liabilities on adoption of IFRS 16. Refer to note 22 'Leases'.

The composition of the Group's unrecognised deferred tax assets and liabilities is as follows:

	2025 US$M	2024 US$M
Unrecognised deferred tax assets		
Tax losses and tax credits[1]	**10,159**	9,126
Investments in subsidiaries[2]	**1,681**	1,533
Mineral rights[3]	**3,224**	3,216
Other deductible temporary differences[4]	**1,965**	1,978
Total unrecognised deferred tax assets	**17,029**	15,853
Unrecognised deferred tax liabilities		
Investments in subsidiaries[2]	**2,349**	2,307
Total unrecognised deferred tax liabilities	**2,349**	2,307

1 At 30 June 2025, the Group had income and capital tax losses with a tax benefit of US$5,621 million (2024: US$5,589 million) and tax credits of US$4,538 million (2024: US$3,537 million), which are not recognised as deferred tax assets, because it is not probable that future taxable profits or capital gains will be available against which the Group can utilise the benefits.

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The gross amount of tax losses carried forward that have not been recognised is as follows:

Year of expiry	2025	2024
	US$M	US$M
Income tax losses		
Not later than one year	**14**	28
Later than one year and not later than two years	**16**	10
Later than two years and not later than five years	**46**	43
Later than five years and not later than 10 years	**872**	652
Later than 10 years and not later than 20 years	**623**	1,003
Unlimited	**5,752**	5,620
	7,323	7,356
Capital tax losses		
Not later than one year	**–**	–
Later than two years and not later than five years	**–**	–
Unlimited	**13,371**	13,494
Gross amount of tax losses not recognised	**20,694**	20,850
Tax effect of total losses not recognised	**5,621**	5,589

Of the US$4,538 million of tax credits, US$3,566 million expires not later than 10 years (2024: US$2,792 million) and US$972 million expires later than 10 years and not later than 20 years (2024: US$745 million).

2 The Group has deferred tax assets and deferred tax liabilities associated with undistributed earnings of subsidiaries that have not been recognised because the Group is able to control the timing of the reversal of the temporary differences and it is not probable that these differences will reverse in the foreseeable future. Where the Group has undistributed earnings held by associates and joint interests, the deferred tax liability will be recognised as there is no ability to control the timing of the potential distributions.

3 The Group has deductible temporary differences relating to mineral rights for which deferred tax assets have not been recognised because it is not probable that future capital gains will be available against which the Group can utilise the benefits. The deductible temporary differences do not expire under current tax legislation.

4 The Group has other deductible temporary differences for which deferred tax assets have not been recognised because it is not probable that future taxable profits will be available against which the Group can utilise the benefits. The deductible temporary differences do not expire under current tax legislation.

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15 Closure and rehabilitation provisions

	2025 US$M	2024 US$M
At the beginning of the financial year	**9,837**	9,887
Capitalised amounts for operating sites:		
Change in estimate	**548**	463
Exchange translation	**(61)**	(58)
Adjustments charged/(credited) to the income statement:		
Change in estimate	**112**	85
Exchange translation	**(11)**	(47)
Other adjustments to the provision:		
Amortisation of discounting impacting net finance costs	**510**	556
Divestment of subsidiaries and operations[1]	**–**	(652)
Expenditure on closure and rehabilitation activities	**(468)**	(395)
Other movements	**1**	(2)
At the end of the financial year	**10,468**	9,837
Comprising:		
Current	**662**	610
Non-current	**9,806**	9,227
Operating sites	**6,908**	6,349
Closed sites	**3,560**	3,488

1 Relates to the divestment of the Blackwater and Daunia mines completed on 2 April 2024.

Profile of closure and rehabilitation cash flows

The table below indicates the estimated profile of the Group's closure and rehabilitation provisions. The profile reflects the undiscounted forecast cash flows that underpin the provisions. In some instances, the Group has an obligation to rehabilitate and maintain a closed site for an indefinite period. For the purpose of this analysis, the cashflow period has been restricted to 100 years.

Proportion of the Group's undiscounted forecast cashflows	2025 %	2024 %
In one year or less	**4**	3
In more than one year but not more than two years	**3**	3
In more than two years but not more than five years	**10**	8
In more than five years but not more than ten years	**15**	15
In more than ten years	**68**	71
Total	**100**	100

The Group is required to close and rehabilitate sites and associated facilities at the end of or, in some cases, during the course of production to a condition acceptable to the relevant authorities, as specified in licence requirements and the Group's closure performance requirements.

The key components of closure and rehabilitation activities are:

- the removal of all unwanted infrastructure associated with an operation
- the return of disturbed areas to a safe, stable and self-sustaining condition, consistent with the agreed post-closure land use

Recognition and measurement

Provisions for closure and rehabilitation are recognised by the Group when:

- it has a present legal or constructive obligation as a result of past events
- it is more likely than not that an outflow of resources will be required to settle the obligation
- the amount can be reliably estimated

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Initial recognition and measurement

Closure and rehabilitation provisions are initially recognised when an environmental disturbance first occurs. The individual site provisions are an estimate of the expected value of future cash flows required to close the relevant site using current standards and techniques and taking into account risks and uncertainties. Individual site provisions are discounted to their present value using currency specific discount rates aligned to the estimated timing of cash outflows.

When provisions for closure and rehabilitation are initially recognised, the corresponding cost is capitalised as an asset, representing part of the cost of acquiring the future economic benefits of the operation.

Subsequent measurement

The closure and rehabilitation asset, recognised within property, plant and equipment, is depreciated over the life of the operations. The value of the provision is progressively increased over time as the effect of discounting unwinds, resulting in an expense recognised in net finance costs.

The closure and rehabilitation provision is reviewed at each reporting date to assess if the estimate continues to reflect the best estimate of the obligation. If necessary, the provision is remeasured to account for factors such as:

- additional disturbance during the period
- revisions to estimated reserves, resources and lives of operations including any changes to expected operating lives arising from the Group's latest assessment of the potential impacts of climate change and the transition to a low-carbon economy
- developments in technology
- changes to regulatory requirements and environmental management strategies
- changes in the estimated extent and costs of anticipated activities, including the effects of inflation and movements in foreign exchange rates
- movements in interest rates affecting the discount rate applied

Changes to the closure and rehabilitation estimate for operating sites are added to, or deducted from, the related asset and amortised on a prospective basis over the remaining life of the operation, generally applying the units of production method.

Costs arising from unforeseen circumstances, such as the contamination caused by unplanned discharges, are recognised as an expense and liability when the event gives rise to an obligation that is probable and capable of reliable estimation.

Closed sites

Where future economic benefits are no longer expected to be derived through operation, changes to the associated closure and remediation costs are charged to the income statement in the period identified. The amount charged to the income statement, inclusive of exchange translation and remediation costs related to contaminated sites, was US$101 million in the year ended 30 June 2025 (2024: US$38 million; 2023: US$4 million).

Key estimates

Closure cost estimates are generally based on conceptual level studies early in the operating life of an asset with more detailed studies and planning performed as closure risks (including those related to climate change) are identified and/or as an asset, or parts thereof, near closure. As such, the recognition and measurement of closure and rehabilitation provisions requires the use of significant estimates and assumptions, including, but not limited to:

- the extent (due to legal or constructive obligations) of potential activities required for the removal of infrastructure, decharacterisation of tailings storage facilities and rehabilitation activities
- costs associated with future closure activities
- the extent and period of post-closure monitoring and maintenance, including water management
- applicable discount rates
- the timing of cash flows and ultimate closure of operations

The extent, cost and timing of future closure activities may also be impacted by the potential physical impacts of climate change and the transition to a low-carbon economy. Further detail is provided in note 16 'Climate change'.

Estimates for post-closure monitoring and maintenance reflect the Group's strategies for individual sites, which may include possible relinquishment. The period of monitoring and maintenance included in the provision requires judgement and considers regulatory and licencing requirements, the outcomes of studies and management's current assessment of stakeholder expectations.

While progressive closure is performed across a number of operations, significant activities are generally undertaken at the end of the production life at the individual sites, the estimated timing of which is informed by the Group's current assumptions relating to demand for commodities and carbon pricing, and their impact on the Group's long-term price forecasts.

Approximately 44 per cent (2024: 52 per cent) of the Group's total undiscounted forecast cashflows are expected to be incurred after more than 30 years, reflecting the long-lived nature of many of the Group's operations which have remaining production lives ranging from 4-86 years (2024: 5-87 years). The discount rates applied to the Group's closure and rehabilitation provisions are determined by reference to the currency of the closure cash flows, the period over which the cash flows will be incurred and prevailing market interest rates (where available). The discount rates applied to the Group's closure and rehabilitation provisions were revised during the year to reflect increases in market interest rates. The effect of changes to discount rates was a decrease of approximatively US$340 million in the closure and rehabilitation provision of which US$110 million in respect of closed and contaminated sites was recognised in the income statement.

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While the closure and rehabilitation provisions reflect management's best estimates based on current knowledge and information, further studies, trials and detailed analysis of relevant knowledge and resultant closure activities for individual assets continue to be performed throughout the life of asset. Such studies and analysis can impact the estimated costs of closure activities. Estimates can also be impacted by the emergence of new closure and rehabilitation techniques, changes in regulatory requirements and stakeholder expectations for closure (including costs associated with equitable transition), development of new technologies, risks relating to climate change and the transition to a low-carbon economy, and experience at other operations. These uncertainties may result in future actual expenditure differing from the amounts currently provided for in the balance sheet.

Sensitivity

A 0.5 per cent increase in the discount rates applied at 30 June 2025 would result in a decrease to the closure and rehabilitation provision of approximately US$665 million, a decrease in property, plant and equipment of approximately US$443 million in relation to operating sites and an income statement credit of approximately US$222 million in respect of closed and contaminated sites. In addition, the change would result in a decrease of approximately US$27 million to depreciation expense and a US$29 million increment in net finance costs due to unwind of discount for the year ending 30 June 2026.

Given the long-lived nature of the majority of the Group's assets, the majority of final closure activities are generally not expected to occur for a significant period of time.

However, a one-year acceleration in forecast cash flows of the Group's closure and rehabilitation provisions, in isolation, would result in an increase to the provision of approximately US$291 million, an increase in property, plant and equipment of US$169 million in relation to operating sites and an income statement charge of US$122 million in respect of closed sites and contaminated sites.

16 Climate change

The Group recognises that warming of the climate is unequivocal, the human influence is clear and physical impacts are unavoidable. Identifying, monitoring and assessing the actual and potential impacts of climate change is complex and the Group continues to assess the actual and potential financial impacts of climate-related risks (threats and opportunities), including the transition to a low-carbon economy and physical risk impacts.

The Group's current climate change strategy focuses on developing a portfolio of commodities to support the megatrends shaping our world, reducing operational greenhouse gas (GHG) emissions (Scopes 1 and 2 from our operated assets), supporting value chain (Scope 3) GHG emissions reductions, and managing climate-related risks.

Areas of these Financial Statements that may be impacted in connection with this strategy throughout the value creation and delivery cycle of the Group's operations, include:

Phase	Area of potential Financial Statement impact
Exploration and acquisition	• Portfolio decisions
Development and mining/process and logistics	• Transition risks and asset carrying values • Physical risks and asset carrying values • Application of carbon pricing assumptions on asset valuations • Acquisition and use of carbon credits • Useful economic lives of property, plant and equipment • Expenditure on operational decarbonisation
Sales, marketing and procurement	• Expenditure to support value chain decarbonisation
Closure and rehabilitation	• Timing, scope and expected cost of closure and rehabilitation activities

The significant judgements and key estimates used in the preparation of these Financial Statements reflect the Group's current planning range (which implies a projected global average temperature increase of approximately 2°C by CY2100), as described below. At the date of issue of these Financial Statements, indicators show the appropriate measures are not in place globally to drive decarbonisation at the pace or scale required to achieve the aim of the Paris Agreement to limit the global average temperature increase to 1.5°C above pre-industrial levels by the end of the century.

Changes to the Group's climate change strategy or global decarbonisation trends may impact the Group's significant judgements and key estimates, and result in material changes to financial results, cash flows and the carrying values of certain assets and liabilities in future reporting periods.

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Portfolio decisions

Over recent years, the Group has repositioned its portfolio towards commodities that can help enable and support the megatrends of decarbonisation, electrification, digitisation, urbanisation and population growth. Refer to note 2 ‘Revenue’, which presents current and prior year revenue by commodity.

In January 2025, the Group completed the formation of Vicuña Corp, a 50/50 joint venture with Lundin Mining to develop the combined Filo del Sol and Josemaria copper deposits in Argentina and Chile. This transaction aligns with the Group’s strategy to acquire early-stage copper deposits. Vicuña Corp has been recognised as an equity accounted investment; refer to note 29 ‘Investments accounted for using equity method’ for more information.

In April 2025, the Group received approval from the NSW Department of Planning, Housing and Infrastructure to continue mining at New South Wales Energy Coal (NSWEC) for an additional four years, as part of the planned closure of the site in June 2030. The approval provides more certainty to the Group’s employees, the local community, suppliers and local businesses and enables time to continue working collaboratively on the Group’s plans to cease mining and, subject to future approvals, transition the site to its next productive use.

As at 30 June 2025, the potential exposure to further impairment for NSWEC is limited to the book value of PP&E of US$900 million, with the forecast cash flows over the proposed operating period supporting the current carrying value. Further, the useful lives of NSWEC PP&E do not exceed the remaining proposed operating period.

As announced in July 2024, following oversupply in the global nickel market, Nickel West operations and West Musgrave project (Western Australia Nickel or WAN) entered into temporary suspension during FY2025. The Group intends to review the decision to temporarily suspend Western Australia Nickel by February 2027. As part of this review, BHP is assessing the potential divestment of the WAN assets.

Transition risks and asset carrying values

Significant judgements and key estimates in relation to the preparation of these Financial Statements, including asset carrying values and impairment assessments, are impacted by the Group’s current assessment of the range of economic and climate-related conditions that could exist in the world’s transition to a low-carbon economy. For example, demand for the Group’s commodities may decrease due to policy, regulatory (including carbon pricing mechanisms), legal, technological, market or societal responses to climate change, resulting in a proportion of a cash generating unit’s (CGU) reserves becoming incapable of extraction in an economically viable fashion. Alternatively, technological or market developments increasing demand for commodities in the portfolio that help enable decarbonisation may have a positive impact on prices for those commodities.

The Group has developed three unique planning cases which comprise the Group’s planning range: a ‘most likely’ base case, used as the basis for judgements and assumptions in these Financial Statements, and an upside case and downside case that provide the range’s boundaries. The three cases reflect proprietary forecasts for the global economy and associated sub-sectors (i.e. energy, transport, agriculture and steel) and the resulting market outlook for the Group’s core commodities. This planning range implies a projected global average temperature increase of around 2°C by CY2100.

Given the complexity and inherent uncertainty of long run forecasting, these pathways are reviewed periodically to reflect new information, with a process in place to assess the need to update internal long-term price outlooks for developments in the periods between pathway updates.

The Group reflects the planning range and associated price outlooks in the internal valuations used as the basis for the Group’s impairment assessments.

The discount rate used in the internal valuations reflects a real post-tax weighted average cost of capital (WACC), including country and state risk premia where appropriate, which ranges from 7.0 per cent to 9.5 per cent across the Group (2024: 7.0 per cent to 9.5 per cent). Cash flow forecasts used as the basis for impairment testing consider asset specific risks, including physical climate-related risks, and therefore the Group does not apply a separate climate-related risk adjustment in the Group’s WACC.

Further detail on the Group’s significant judgements and estimates that inform the planning range and FY2025 impairment assessments, is included in note 13 ‘Impairment of non-current assets’.

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Carbon pricing assumptions

Investment decisions and asset valuations used for the purposes of impairment testing consider carbon price assumptions in relevant regions by applying a carbon price to estimated unmitigated Scopes 1 and 2 GHG emissions over the life of the respective operation. In determining the Group's strategy and carbon price forecast, factors including a country's current and announced climate policies, targets and societal factors, such as public acceptance and demographics, are considered.

The Group's base case projections estimate that carbon prices are likely to rise over time, ranging from US$1 to US$199 per tCO2 by FY2030 and US$28 to US$285 by FY2050.

Sensitivity of asset carrying values to a 1.5°C scenario

The Group acknowledges that there are a range of energy transition scenarios, including those that are aligned with the goals of the Paris Agreement, that may indicate different outcomes for individual commodities. The Group periodically performs 1.5°C scenario analysis and associated portfolio resilience testing, with the last update performed in CY2024.

All 1.5°C scenarios require historically unprecedented global annual GHG emission reductions across all sectors, sustained for decades, to stay within a 1.5°C carbon budget (i.e. the total net amount of GHG emissions that can be emitted worldwide to limit global average temperature increase to 1.5°C by CY2100). 1.5°C scenarios generally assume significant electrification efforts which benefit commodities such as copper, nickel and uranium. The value of potash would be expected to increase in 1.5°C scenarios due to assumptions around higher land competition and the need for agricultural productivity. For hard-to-abate sectors, such as steelmaking, 1.5°C scenarios generally make aggressive assumptions including large technological, political and behavioural shifts.

Indicators show the appropriate measures are not in place globally to drive decarbonisation pathways at a pace or scale required to limit the global average temperature increase to 1.5°C above pre-industrial levels (particularly in hard-to-abate sectors, like steelmaking).

However, to provide analysis of the risk of potential impairment under a 1.5°C scenario for assets in commodities associated with a hard-to-abate sector (i.e. steelmaking), the Group has reviewed an external scenario aligned to a global average temperature increase limited to approximately 1.5°C. The scenario used is published by Wood Mackenzie (WM1.5), a research and consultancy business, which highlights the scenario as a challenging target for the steelmaking industry that would require seismic changes to achieve.

WM1.5 is one of many hypothetical pathways for the future based on different assumptions relating to world-wide economies, associated global energy systems and policy landscapes.

The Group considers that it is impracticable to fully assess all potential Financial Statement impacts in scenario analysis. Accordingly, the Group has performed a price-only sensitivity for its steelmaking coal assets which reflects different prices while assuming that all other factors in the asset valuations, such as production and sales volumes, capital and operating expenditures, carbon pricing and the discount rate, remain unchanged from those used in the Group's FY2025 impairment assessments (other than an assumption that mining operations will cease at the point at which the assets begin to generate negative cash flows).

As such, the sensitivity does not attempt to assess all potential impacts, including those on asset valuations, that may arise under a 1.5°C scenario and does not consider all the actions the Group could take in respect of operating and investment plans to mitigate the cash flow and valuation impacts that may arise in a 1.5°C scenario.

Under WM1.5, reflecting the prices outlined below and acknowledging that the Group sees a 1.5°C temperature outcome as unlikely based on current indicators, a price-only sensitivity would result in an indicative illustrative impairment of approximately US$2 billion for the Group's steelmaking coal assets.

Price source	CY2040 Price (real, US$/tonne)	CY2050 Price (real, US$/tonne)
Wood Mackenzie Net Zero (1.5°C) Scenario (July 2025)	171	162

The prices derived from WM1.5 for iron ore do not indicate a risk of impairment for the Group's iron ore assets under a 1.5°C scenario.

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The Group continues to monitor global decarbonisation signposts and updates its planning range, associated price outlooks and cost of carbon assumptions. If such signposts indicate the appropriate measures are in place for achievement of a 1.5°C outcome, this would be reflected in the Group's planning range.

Physical climate-related risk impacts on asset carrying values

The Group's operations are exposed to physical climate-related risks. In FY2025, the Group continued to progress studies of physical climate-related risks to better understand the potential impacts on safety, productivity and cost, with the work to continue in FY2026.

The studies consider potential impacts of acute and chronic risks from material climate hazards, which differ based on an operated asset's geographic region, asset infrastructure and operational processes. The studies are being conducted using a bespoke dataset incorporating latest-generation climate projections for the period CY2026 to CY2085 informed by three Shared Socio-economic Pathway (SSP) scenarios used by the Intergovernmental Panel on Climate Change (IPCC):

- Low-case: Estimated average global temperature increase of 1.8°C by CY2100 (SSP1-2.6)
- Mid-case: Estimated average global temperature increase of 2.7°C by CY2100 (SSP2-4.5)
- High-case: Estimated average global temperature increase of 4.4°C by CY2100 (SSP5-8.5)

The Group's assessment of physical climate-related risks uses scenarios that differ from the planning range (~2°C increase) and 1.5°C scenarios due to higher temperature outcomes usually being associated with greater physical climate-related risks.

The studies are ongoing and therefore the Group's consideration of physical climate-related risks, including factors such as potential operational interruptions caused by extreme weather events, includes only the Group's current best estimates of related potential financial impacts.

Given the complexity of physical climate-related risk modelling and the status of the Group's ongoing physical risk assessment process, the identification of additional risks and/or the detailed development of the Group's responses may result in material changes to financial results and the carrying values of assets and liabilities in future reporting periods.

Carbon credits

The Group's carbon credits, and offsetting strategy is managed at the Group level. The Group currently acquires carbon credits primarily for regulatory purposes. The Group's plan is to achieve its FY2030 operational GHG emissions (Scopes 1 and 2 emissions from the Group's operated assets) target through structural abatement, but if there is an unanticipated shortfall in the pathway to achieve the target, there may be a need to surrender voluntary carbon credits to close the performance gap. The Group will not use regulatory carbon credits when determining whether it has achieved its FY2030 target. The Group may also sell carbon credits, depending on internal use requirements, or originate carbon credits through project development or direct investment.

Acquired carbon credits are recognised as an asset initially at cost and are subsequently subject to impairment and/or net realisable value assessments. Classification of the asset reflects the intended manner of use:

- Inventory – where the intended use is uncertain or the carbon credit is available for trading purposes (either separately or 'bundled' with sale of a commodity) (FY2025: nil, FY2024: nil); or
- Intangible asset – held for regulatory or voluntary surrender (FY2025: US$19 million, FY2024: US$23 million)

The Group has also recognised a prepayment of US$32 million for the future delivery of carbon credits.

Obligations arising from GHG emission schemes, such as the Australian Safeguard Mechanism are recognised as a liability at the reporting date when the Group has an obligation (FY2025: US$8 million, FY2024: US$17 million).

During FY2025, the Group surrendered approximately US$17 million in carbon credits (~724,000 tCO2-e) to satisfy Australian operated assets' FY2024 Safeguard Mechanism obligations (FY2024: US$1 million, 47,000 tCO2-e). There were no voluntary surrenders.

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Useful economic lives of property, plant and equipment

The determination of useful lives of the Group's PP&E requires judgement, including consideration of the Group's climate change strategy, targets and goals, decarbonisation plans and the possible impact of transition risks on demand for the Group's commodities.

Useful lives are reviewed each reporting period, including to ensure they do not exceed the remaining expected operating life of the operation in which they are utilised. The remaining lives of the Group's operations reflect the Group's planning range and its underlying climate-related assumptions.

A key component of the Group's operational decarbonisation strategy is the displacement of diesel within the Group's operations, particularly the haul truck fleet. The Group is supporting the development of new equipment by original equipment manufacturers (OEMs), including entering into partnerships focused on the development and trialling of electric locomotives and haul trucks. In FY2025, the pace of development of some decarbonisation technology has slowed, particularly relating to delays in the displacement of diesel used for materials movement.

The Group's operational plans continue to assume the progressive replacement of haul trucks and other diesel-powered equipment only at the end of their useful lives in line with the Group's regular fleet renewal programs. Renewal programs are expected to utilise technology available at the time of the scheduled replacement. As such, expected fleet decarbonisation did not impact the estimated remaining useful lives of the Group's existing fleet assets in FY2025.

Expenditure on operational decarbonisation

The Group set a medium-term target to reduce its operational GHG emissions (Scopes 1 and 2 from the Group's operated assets) by at least 30 per cent from the Group's FY2020 baseline levels by FY2030 and a long-term goal to achieve net zero operational GHG emissions by CY2050. The FY2020 baseline for the medium-term target and subsequent performance is adjusted for acquisitions, divestments and methodology changes.

Operational decarbonisation activities during FY2025 continued to focus on transitioning the Group's electricity supply to renewable sources. A significant proportion of the Group's renewable electricity is currently sourced through power purchase agreements and judgement is required in determining the appropriate accounting treatment of such arrangements. Depending on the specific terms and conditions, power purchase agreements may be recognised as an expense when incurred, a financial derivative or a lease liability, with an associated right of use asset.

In addition to operational expenditure on renewable energy, the Group recognised the following in relation to power purchase agreements as at 30 June 2025:

- US$43 million of lease liabilities (2024: US$44 million)
- financial derivatives with a fair value of approximately US$37 million (2024: US$92 million)

Following the slowdown in the pace of development of diesel displacement projects for materials movement, the Group now expects that the majority of expenditure associated with the introduction of diesel displacement technologies will be delayed into the 2030s. Considering these delays, the estimated spend to execute the Group's operational decarbonisation plans over the decade to FY2030 is US$0.5 billion (reflecting capital expenditure and lease payments). This amount reflects the incremental cost to facilitate the Group's reduction in operational GHG emissions.

The Group remains on track to meet its medium-term target to reduce operational GHG emissions by at least 30 per cent by FY2030.

Estimated future cash flows for the Group's assets include amounts associated with projects aimed at contributing to the achievement of the Group's medium-term target and long-term goal. These cash flow estimates form the basis of the Group's impairment assessments as outlined in further detail in note 13 'Impairment of non-current assets'.

All estimates require judgements and assumptions and are subject to risk and uncertainty that may be beyond the control of the Group; hence, there is a possibility that further changes in external circumstances and/or any change to the Group's climate change strategy could materially alter the expected level of expenditure on operational decarbonisation and the associated Financial Statement significant judgements and key estimates.

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Expenditure to support value chain decarbonisation

The Group continues to invest, including through partnership with others, in potential GHG emissions reduction opportunities in its value chain through technology innovation and development to support GHG emissions reductions by steelmaking customers and in the maritime industry.

While the Group seeks to influence reduction opportunities, Scope 3 emissions occur outside of the Group's direct control. Reduction pathways are dependent on the development, and upstream or downstream deployment of, solutions and/or supportive policy and improvements in Scope 3 emissions measurement. Where possible, the financial impact of the Group's activities in support of the development of Scope 3 emissions reduction pathways is reflected in these Financial Statements. In FY2025, this included expenditure of approximately US$60 million to support collaborative partnerships, consortiums, research and development and BHP Ventures investments.

Given the inherent uncertainty in future technology and policy advancements, it is not currently possible to reliably estimate or measure the full potential Financial Statement impacts of the Group's pursuit of its Scope 3 goals and targets.

Timing, scope and expected cost of closure and rehabilitation activities

The extent, timing and cost of the Group's future closure activities may be impacted by potential physical and transition climate-related impacts. In estimating the potential cost of closure activities, the Group considers factors such as long-term weather outlooks, for example forecast changes in rainfall patterns. Closure cost estimates also consider the impact of the Group's climate change strategy on the costs and timing of performing closure activities and the impact of new technology where appropriately developed and tested. For example, closure cost estimates largely continue to reflect the use of existing fuel sources for the Group's equipment while the Group continues to invest in the development of alternative fuel sources and fleet electrification.

The estimated cost of closure activities includes management's current best estimate in relation to post-closure monitoring and maintenance, which may be required for significant periods beyond the completion of other closure activities and is therefore exposed to potential long-term climate-related impacts. While reflecting management's current best estimate, the cost of post-closure monitoring and maintenance may change in future reporting periods as the understanding of, and potential long-term impacts from a changing climate continue to evolve.

Given the long-lived nature of the majority of the Group's assets, many final closure activities are not expected to occur for a significant period of time. However:

- Acknowledging the wide range of potential energy transition impacts for steelmaking coal demand and the impact of any significant changes in demand on mine lives, for illustrative purposes only, a one-year change in the mine life of the Group's steelmaking coal assets would, in isolation, change the closure and rehabilitation provisions for those assets by approximately US$40 million.
- The Group received approval to continue mining at NSWEC for an additional four years, as part of the planned closure of the site in June 2030. As such, while the provision is subject to estimation and assumptions, the timing of closure is no longer considered materially susceptible to potential long-term climate-related transition risks.

Further, while the Group is evaluating the approach to the closure of NSWEC and potential expenditure relating to an equitable change and transition for its workforce, the Group continues to engage with its employees and the community to understand and develop the most appropriate transition plan. As the Group's approach is currently under development with impacted parties, it is not yet supported by a detailed, formal plan or commitment and therefore no provision relating to equitable change and transition costs can be recognised as at 30 June 2025.

More detail on the key judgements and estimates impacting the Group's closure and rehabilitation provisions is presented in note 15 'Closure and rehabilitation provisions'.

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Capital structure

17 Share capital

	2025 shares	2024 shares	2023 shares
Share capital issued - BHP Group Limited			
Opening number of shares	**5,071,530,817**	5,065,820,556	5,062,323,190
Issue of shares	**4,461,418**	5,710,261	3,497,366
Purchase of shares by ESOP Trusts	**(4,438,680)**	(5,687,667)	(6,442,571)
Employee share awards exercised following vesting	**4,994,832**	5,841,767	6,081,843
Movement in treasury shares under Employee Share Plans	**(556,152)**	(154,100)	360,728
Closing number of shares	**5,075,992,235**	5,071,530,817	5,065,820,556
Comprising:			
Shares held by the public	**5,075,290,713**	5,070,273,143	5,064,408,782
Treasury shares	**701,522**	1,257,674	1,411,774

In August 2024, BHP Group Limited issued 2,370,371 fully paid ordinary shares to the BHP Group Limited Employee Equity Trust and Solium Nominees (Australia) Pty Ltd at A$40.84 per share (2024: 2,919,231 fully paid ordinary shares issued at A$43.52 per share in August 2023; 2023: 3,497,366 fully paid ordinary shares issued at A$40.51 per share in August 2022) and in April 2025, BHP Group Limited issued 2,091,047 fully paid ordinary shares to the BHP Group Limited Employee Equity Trust and Computershare Nominees CI Ltd at A$39.62 per share (2024: 2,791,030 fully paid ordinary shares issued at A$43.79 per share in March 2024) to satisfy the vesting of employee share awards and related dividend equivalent entitlements under those employee share plans.

Share capital of BHP Group Limited at 30 June 2025 is composed of the following categories of shares:

Ordinary shares fully paid

Each fully paid ordinary share of BHP Group Limited carries the right to one vote at a meeting of the Company.

Treasury shares

Treasury shares are fully paid ordinary shares of BHP Group Limited that are held by the ESOP Trusts for the purpose of issuing shares to employees under the Group's Employee Share Plans. Treasury shares are recognised at cost and deducted from equity, net of any income tax effects. When the treasury shares are subsequently sold or reissued, any consideration received, net of any directly attributable costs and income tax effects, is recognised as an increase in equity. Any difference between the carrying amount and the consideration, if reissued, is recognised in retained earnings.

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18 Other equity

	2025 US$M	2024 US$M	2023 US$M	Recognition and measurement
Common control reserve	**(1,603)**	(1,603)	(1,603)	The common control reserve arose on unification of the Group's corporate structure in FY2022 and represents the residual on consolidation between BHP Group Ltd's investment in BHP Group Plc (now known as BHP Group (UK) Ltd) and BHP Group Plc's share capital, share premium and capital redemption reserve at the time of unification.
Employee share awards reserve	**188**	166	171	The employee share awards reserve represents the accrued employee entitlements to share awards that have been charged to the income statement and have not yet been exercised. Once exercised, the difference between the accumulated fair value of the awards and their historical on-market purchase price is recognised in retained earnings.
Cash flow hedge reserve	**(16)**	27	10	The cash flow hedge reserve represents hedging gains and losses recognised on the effective portion of cash flow hedges. The cumulative deferred gain or loss on the hedge is recognised in the income statement when the hedged transaction impacts the income statement, or is recognised as an adjustment to the cost of non-financial hedged items. The hedging reserve records the portion of the gain or loss on a hedging instrument in a cash flow hedge that is determined to be an effective hedge relationship.
Cost of hedging reserve	**4**	(7)	(1)	The cost of hedging reserve represents the recognition of certain costs of hedging for example, basis adjustments, which have been excluded from the hedging relationship and deferred in other comprehensive income until the hedged transaction impacts the income statement.
Foreign currency translation reserve	**(14)**	(14)	(14)	The foreign currency translation reserve represents exchange differences arising from the translation of non-US dollar functional currency operations within the Group into US dollars.
Equity investments reserve	**2**	(21)	9	The equity investment reserve represents the revaluation of investments in shares recognised through other comprehensive income. Where a revalued financial asset is sold, the relevant portion of the reserve is transferred to retained earnings.
Non-controlling interest contribution reserve	**1,437**	1,437	1,441	The non-controlling interest contribution reserve represents the excess of consideration received over the book value of net assets attributable to equity instruments when acquired by non-controlling interests.
Total reserves	**(2)**	(15)	13	

Summarised financial information relating to each of the Group's subsidiaries with non-controlling interests (NCI) that are significant to the Group is shown below:

	2025			2024		
US$M	**Minera Escondida Limitada**	**Other individually immaterial subsidiaries**	**Total**	Minera Escondida Limitada	Other individually immaterial subsidiaries	Total
Group share (per cent)	**57.5**			57.5		
Current assets	**3,630**			3,683		
Non-current assets	**13,939**			12,639		
Current liabilities	**(2,074)**			(2,484)		
Non-current liabilities	**(5,917)**			(4,989)		
Net assets	**9,578**			8,849		
Net assets attributable to NCI	**4,071**	**482**	**4,553**	3,761	548	4,309
Revenue	**13,177**			10,013		
Profit after taxation	**4,237**			2,894		
Other comprehensive income	**(9)**			13		
Total comprehensive income	**4,228**			2,907		
Profit after taxation attributable to NCI	**1,801**	**323**	**2,124**	1,230	474	1,704
Other comprehensive income attributable to NCI	**(4)**	**(1)**	**(5)**	6	(2)	4
Net operating cash flow	**6,263**			4,180		
Net investing cash flow	**(2,390)**			(1,806)		
Net financing cash flow	**(3,413)**			(2,415)		
Dividends paid to NCI	**1,488**	**385**	**1,873**	993	431	1,424

While the Group controls Minera Escondida Limitada, the non-controlling interests hold certain protective rights that restrict the Group's ability to sell assets held by Minera Escondida Limitada, or use the assets in other subsidiaries and operations owned by the Group. Minera Escondida Limitada is also restricted from paying dividends without the approval of the non-controlling interests.

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19 Dividends

	Year ended 30 June 2025		Year ended 30 June 2024		Year ended 30 June 2023	
	Per share US cents	**Total US$M**	Per share US cents	Total US$M	Per share US cents	Total US$M
Dividends paid during the period						
Prior year final dividend	**74**	**3,749**	80	4,065	175	8,858
Interim dividend	**50**	**2,537**	72	3,647	90	4,562
	124	**6,286**	152	7,712	265	13,420

Dividends paid during the period differs from the amount of dividends paid in the Consolidated Cash Flow Statement as a result of foreign exchange gains and losses between the record date and the payment date of equity distributions. Proceeds of US$107 million were received on derivative instruments as part of the funding of the dividend paid during the period and disclosed in 'Proceeds from cash management related instruments' in the Consolidated Cash Flow Statement.

Each American Depositary Share (ADS) represents two ordinary shares of BHP Group Limited. Dividends determined on each ADS represent twice the dividend determined on each BHP Group Limited ordinary share.

Dividends are determined after period-end and announced with the results for the period. Interim dividends are determined in February and paid in March. Final dividends are determined in August and paid in September or October. Dividends determined are not recorded as a liability at the end of the period to which they relate. Subsequent to year-end, on 19 August 2025, BHP Group Limited determined a final dividend of 60 US cents per share (US$3,045 million), which will be paid on 25 September 2025 (30 June 2024: final dividend of 74 US cents per share – US$3,752 million; 30 June 2023: final dividend of 80 US cents per share – US$4,052 million).

BHP Group Limited dividends for all periods presented are, or will be, fully franked based on a tax rate of 30 per cent.

	2025 US$M	2024 US$M	2023 US$M
Franking credits as at 30 June	**10,089**	9,165	7,953
Franking credits arising on the future (refund)/payment of taxes relating to the period	**(275)**	83	(261)
Total franking credits available[1]	**9,814**	9,248	7,692

[1] The payment of the final 2025 dividend determined after 30 June 2025 will reduce the franking account balance by US$1,305 million.

20 Provisions for dividends and other liabilities

The disclosure below excludes closure and rehabilitation provisions (refer to note 15 'Closure and rehabilitation provisions'), employee benefits, restructuring and post-retirement employee benefits provisions (refer to note 27 'Employee benefits, restructuring and post-retirement employee benefits provisions') and provision related to the Samarco dam failure (refer to note 4 'Significant events – Samarco dam failure').

	2025 US$M	2024 US$M
At the beginning of the financial year	**710**	769
Dividends determined	**6,286**	7,712
Charge/(credit) for the year:		
Underlying	**185**	180
Discounting	**7**	2
Exchange variations	**103**	(42)
Released during the year	**(73)**	(120)
Utilisation	**(90)**	(92)
Dividends paid	**(6,403)**	(7,675)
Transfers and other movements	**(19)**	(24)
At the end of the financial year	**706**	710
Comprising:		
Current	**310**	220
Non-current	**396**	490

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Financial management

21 Net debt

The Group seeks to maintain a strong balance sheet and deploys its capital with reference to the Capital Allocation Framework.

The Group monitors capital using the net debt balance and the gearing ratio, being the ratio of net debt to net debt plus net assets.

The net debt definition includes the fair value of derivative financial instruments used to hedge cash and borrowings which reflects the Group's risk management strategy of reducing the volatility of net debt caused by fluctuations in foreign exchange and interest rates.

Under IFRS 16/AASB 16 'Leases', certain vessel lease contracts are required to be remeasured at each reporting date to the prevailing freight index. While these liabilities are included in the Group interest bearing liabilities, they are excluded from the net debt calculation as they do not align with how the Group assesses net debt for decision making in relation to the Capital Allocation Framework. In addition, the freight index has historically been volatile which creates significant short-term fluctuation in these liabilities.

	2025		2024	
US$M	**Current**	**Non-current**	Current	Non-current
Interest bearing liabilities				
Bank loans	**40**	**3,691**	540	2,070
Notes and debentures	**1,316**	**16,337**	848	14,084
Lease liabilities	**641**	**2,312**	686	2,430
Bank overdraft and short-term borrowings	**1**	**–**	3	–
Other	**20**	**138**	7	50
Total interest bearing liabilities	**2,018**	**22,478**	2,084	18,634
Less: Lease liability associated with index-linked freight contracts	**185**	**148**	267	244
Less: Cash and cash equivalents				
Cash	**7,244**	**–**	8,150	–
Short-term deposits	**4,650**	**–**	4,351	–
Less: Total cash and cash equivalents	**11,894**	**–**	12,501	–
Less: Derivatives included in net debt				
Net debt management related instruments[1]	**13**	**(608)**	(171)	(1,224)
Net cash management related instruments[2]	**(60)**	**–**	(19)	–
Less: Total derivatives included in net debt	**(47)**	**(608)**	(190)	(1,224)
Net debt		**12,924**		9,120
Net assets		**52,218**		49,120
Gearing		**19.8%**		15.7%

1 Represents the net cross currency and interest rate swaps designated as effective hedging instruments included within current and non-current other financial assets and liabilities.

2 Represents the net forward exchange contracts included within current and non-current other financial assets and liabilities.

Cash and short-term deposits are disclosed in the cash flow statement net of bank overdrafts and interest bearing liabilities at call.

	2025	2024	2023
	US$M	US$M	US$M
Total cash and cash equivalents	**11,894**	12,501	12,428
Bank overdrafts and short-term borrowings	**(1)**	(3)	(5)
Total cash and cash equivalents, net of overdrafts	**11,893**	12,498	12,423

Cash and cash equivalents includes US$125 million (2024: US$112 million) restricted by legal or contractual arrangements.

Recognition and measurement

Cash and short-term deposits in the balance sheet comprise cash at bank and on hand and highly liquid cash deposits with short-term maturities that are readily convertible to known amounts of cash with insignificant risk of change in value. The Group considers that the carrying value of cash and cash equivalents approximate fair value due to their short-term to maturity. Refer to note 22 'Leases' and note 24 'Financial risk management' for the recognition and measurement principles for lease liabilities and other financial liabilities.

Interest bearing liabilities and cash and cash equivalents include balances denominated in the following currencies:

	Interest bearing liabilities		**Cash and cash equivalents**	
	2025	2024	**2025**	2024
	US$M	US$M	**US$M**	US$M
USD	**19,292**	15,203	**4,507**	4,445
EUR	**2,505**	2,440	**8**	5
AUD	**1,163**	1,265	**3,611**	3,840
GBP	**1,080**	1,613	**25**	711
CAD	**3**	5	**3,369**	3,259
Other	**453**	192	**374**	241
Total	**24,496**	20,718	**11,894**	12,501

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The Group enters into derivative transactions to convert the majority of its exposures above into US dollars. Further information on the Group's risk management activities relating to these balances is provided in note 24 'Financial risk management'.

Liquidity risk

The Group's liquidity risk arises from the possibility that it may not be able to settle or meet its obligations as they fall due and is managed as part of the portfolio risk management strategy. Operational, capital and regulatory requirements are considered in the management of liquidity risk, in conjunction with short-term and long-term forecast information.

Recognising the cyclical volatility of operating cash flows, the Group has defined minimum target cash and liquidity buffers to be maintained to mitigate liquidity risk and support operations through the cycle.

The Group's strong credit profile, diversified funding sources, its minimum cash buffer and its committed credit facilities ensure that sufficient liquid funds are maintained to meet its daily cash requirements.

The Group's Moody's credit rating has remained at A1/P-1 outlook stable (long-term/short-term). The Group's Fitch rating has remained at A/F1 outlook stable (long-term/short-term).

There were no defaults on the Group's liabilities during the period.

Counterparty risk

The Group is exposed to credit risk from its financing activities, including short-term cash investments such as deposits with banks and derivative contracts. This risk is managed by Group Treasury in line with the counterparty risk framework, which aims to minimise the exposure to a counterparty and mitigate the risk of financial loss through counterparty failure.

Exposure to counterparties is monitored at a Group level across all products and includes exposure with derivatives and cash investments.

Investments and derivatives are only transacted with approved counterparties who have been assigned specific limits based on a quantitative credit risk model. These limits are updated at least bi-annually. Additionally, derivatives are subject to tenor limits and investments are subject to concentration limits by rating.

Derivative fair values are inclusive of valuation adjustments that take into account both the counterparty and the Group's risk of default.

Standby arrangements and unused credit facilities

The Group's US$5.5 billion committed revolving credit facility operates as a back-stop to the Group's uncommitted commercial paper program. The combined amount drawn under the facility or as commercial paper will not exceed US$5.5 billion. As at 30 June 2025, US$ nil commercial paper was drawn (2024: US$ nil). The facility was refinanced on 10 July 2025 and has a 5-year maturity, with two one-year extension options. A commitment fee is payable on the undrawn balance and interest is payable on any drawn balance comprising a reference rate plus a margin. The agreed margins are typical for a credit facility extended to a company with the Group's credit rating.

Maturity profile of financial liabilities

The maturity profile of the Group's financial liabilities based on the undiscounted contractual amounts, taking into account the derivatives related to debt, is as follows:

2025 US$M	**Bank loans, debentures and other loans**	**Expected future interest payments**	**Derivatives related to debentures**	**Other financial liabilities**	**Obligations under lease liabilities[1]**	**Trade and other payables[2]**	**Total**
Due for payment:							
In one year or less or on demand	**1,380**	**1,062**	**129**	**214**	**787**	**6,547**	**10,119**
In more than one year but not more than two years	**1,757**	**960**	**56**	**82**	**603**	**11**	**3,469**
In more than two years but not more than five years	**7,316**	**2,267**	**151**	**253**	**938**	**19**	**10,944**
In more than five years	**11,959**	**4,751**	**1,229**	**–**	**1,665**	**3**	**19,607**
Total	**22,412**	**9,040**	**1,565**	**549**	**3,993**	**6,580**	**44,139**
Carrying amount	**21,543**	**–**	**1,056**	**522**	**2,953**	**6,580**	**32,654**

2024 US$M	Bank loans, debentures and other loans	Expected future interest payments	Derivatives related to debentures	Other financial liabilities	Obligations under lease liabilities[1]	Trade and other payables[2]	Total
Due for payment:							
In one year or less or on demand	1,402	884	485	333	836	6,618	10,558
In more than one year but not more than two years	1,362	827	171	67	591	15	3,033
In more than two years but not more than five years	4,960	1,923	377	233	1,012	27	8,532
In more than five years	10,999	4,784	1,131	163	1,761	3	18,841
Total	18,723	8,418	2,164	796	4,200	6,663	40,964
Carrying amount	17,602	–	1,513	758	3,116	6,663	29,652

1 Lease liabilities due for payment in more than five years includes US$820 million (2024: US$738 million) due for payment in more than ten years.

2 Excludes input taxes of US$90 million (2024: US$101 million) included in other payables.

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22 Leases

Movements in the Group's lease liabilities during the year are as follows:

	2025	2024
	US$M	US$M
At the beginning of the financial year	**3,116**	3,019
Additions	**870**	593
Remeasurements of index-linked freight contracts	**(297)**	230
Lease payments	**(881)**	(837)
Foreign exchange movement	**(13)**	(16)
Amortisation of discounting	**169**	181
Divestment of subsidiaries and operations[1]	**–**	(60)
Transfers and other movements	**(11)**	6
At the end of the financial year	**2,953**	3,116
Comprising:		
Current liabilities	**641**	686
Non-current liabilities	**2,312**	2,430

[1] Relates to the divestment of the Blackwater and Daunia mines completed on 2 April 2024.

A significant proportion by value of the Group's lease contracts relate to plant facilities, office buildings and vessels. Lease terms for plant facilities and office buildings typically run for over 10 years and vessels from four to 10 years. Other leases include port facilities, various equipment and vehicles. The lease contracts contain a wide range of different terms and conditions including extension and termination options and variable lease payments.

The Group's lease obligations are included in the Group's Interest bearing liabilities and, with the exception of vessel lease contracts that are priced with reference to a freight index, form part of the Group's net debt.

Refer to note 21 'Net debt' for maturity profile of lease liabilities based on the undiscounted contractual amounts.

At 30 June 2025, commitments for leases not yet commenced based on undiscounted contractual amounts were US$844 million (2024: US$1,170 million).

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Movements in the Group's right-of-use assets during the year are as follows:

	2025			2024		
	Land and buildings	**Plant and equipment**	**Total**	Land and buildings	Plant and equipment	Total
	US$M	**US$M**	**US$M**	US$M	US$M	US$M
Net book value						
At the beginning of the financial year	**490**	**2,218**	**2,708**	573	2,236	2,809
Additions	**26**	**844**	**870**	26	567	593
Remeasurements of index-linked freight contracts	**–**	**(210)**	**(210)**	–	230	230
Depreciation expensed during the period	**(75)**	**(642)**	**(717)**	(79)	(638)	(717)
Impairments for the year	**–**	**–**	**–**	–	(140)	(140)
Divestment of subsidiaries and operations[1]	**–**	**–**	**–**	(30)	(40)	(70)
Transfers and other movements	**(2)**	**4**	**2**	–	3	3
At the end of the financial year	**439**	**2,214**	**2,653**	490	2,218	2,708
– Cost	**764**	**4,690**	**5,454**	742	4,479	5,221
– Accumulated depreciation and impairments	**(325)**	**(2,476)**	**(2,801)**	(252)	(2,261)	(2,513)

1 Relates to the divestment of the Blackwater and Daunia mines completed on 2 April 2024.

Right-of-use assets are included within the underlying asset classes in Property, plant and equipment. Refer to note 11 'Property, plant and equipment'.

Amounts recorded in the income statement and the cash flow statement for the year were:

	2025	2024	2023	**Included within**
	US$M	US$M	US$M	
Income statement				
Depreciation of right-of-use assets	**717**	717	533	Profit from operations
Short-term, low-value and variable lease costs[1]	**844**	916	795	Profit from operations
Interest on lease liabilities	**169**	181	130	Financial expenses
Cash flow statement				
Principal lease payments	**712**	656	576	Cash flows from financing activities
Lease interest payments	**169**	181	130	Cash flows from operating activities

1 Relates to US$777 million of variable lease costs (2024: US$792 million; 2023: US$714 million), US$43 million of short-term lease costs (2024: US$96 million; 2023: US$47 million) and US$24 million of low-value lease costs (2024: US$28 million; 2023: US$34 million). Variable lease costs include contracts for hire of mining service equipment, drill rigs and transportation services. These contracts contain variable lease payments based on usage and asset performance.

Recognition and measurement

All leases with the exception of short-term (under 12 months) and low-value leases are recognised on the balance sheet, as a right-of-use asset and a corresponding interest bearing liability. Lease liabilities are initially measured at the present value of the future lease payments from the lease commencement date and are subsequently adjusted to reflect the interest on lease liabilities, lease payments and any remeasurements due to, for example, lease modifications or a change to future lease payments linked to an index or rate. Lease payments are discounted using the interest rate implicit in the lease or, where the rate is not readily determinable, the interest payments are discounted at the Group's weighted average incremental borrowing rate, adjusted to reflect factors specific to the lease, including where relevant the currency, tenor and location of the lease.

In addition to containing a lease, the Group's contractual arrangements may include non-lease components. For example, certain mining services arrangements involve the provision of additional services, including maintenance, drilling activities and the supply of personnel. The Group has elected to separate these non-lease components from the lease components in measuring lease liabilities. Non-lease components are accounted for in accordance with the accounting policies applied to each underlying good or service received.

Low-value and short-term leases are expensed to the income statement. Variable lease payments not dependent on an index or rate are excluded from lease liabilities, and expensed to the income statement.

Right-of-use assets are measured at cost, less any accumulated depreciation and impairment losses, and adjusted for any remeasurement of lease liabilities. The cost will initially correspond to the lease liability, adjusted for initial direct costs, lease payments made prior to lease commencement, capitalised provisions for closure and rehabilitation and any lease incentives received.

The lease asset and liability associated with all index-linked freight contracts, including continuous voyage charters (CVCs), are measured at each reporting date based on the prevailing freight index (generally the Baltic C5 index).

Where the Group is the operator of an unincorporated joint operation and all investors are parties to a lease, the Group recognises its proportionate share of the lease liability and associated right-of-use asset. In the event the Group is the sole signatory to a lease, and therefore has the sole legal obligation to make lease payments, the lease liability is recognised in full. Where the associated right-of-use asset is sub-leased (under a finance sub-lease) to a joint operation, for instance where it is dedicated to a single operation and the joint operation has the right to direct the use of the asset, the Group (as lessor) recognises its proportionate share of the right-of-use asset and a net investment in the lease, representing amounts to be recovered from the other parties to the joint operation. If the Group is not party to the head lease contract but sub-leases the associated right-of-use asset (as lessee), it recognises its proportionate share of the right-of-use asset and a lease liability which is payable to the operator.

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Key judgements and estimates

Judgements: Certain contractual arrangements not in the form of a lease require the Group to apply significant judgement in evaluating whether the Group controls the right to direct the use of assets and therefore whether the contract contains a lease. Management considers all facts and circumstances in determining whether the Group or the supplier has the rights to direct how, and for what purpose, the underlying assets are used in certain mining contracts and other arrangements, including outsourcing and shipping arrangements. Judgement is used to assess which decision-making rights mostly affect the benefits of use of the assets for each arrangement.

Where a contract includes the provision of non-lease services, judgement is required to identify the lease and non-lease components.

Estimates: Where the Group cannot readily determine the interest rate implicit in the lease, estimation is involved in the determination of the weighted average incremental borrowing rate to measure lease liabilities. The incremental borrowing rate reflects the rates of interest a lessee would have to pay to borrow over a similar term, with similar security, the funds necessary to obtain an asset of similar value to the right-of-use asset in a similar economic environment. Under the Group's portfolio approach to debt management, the Group does not specifically borrow for asset purchases. Therefore, the incremental borrowing rate is estimated referencing the Group's corporate borrowing portfolio and other similar rated entities, adjusted to reflect the terms and conditions of the lease (including the impact of currency, credit rating of subsidiary entering into the lease and the term of the lease), at the inception of the lease arrangement or the time of lease modification.

The Group estimates stand-alone prices, where such prices are not readily observable, in order to allocate the contractual payments between lease and non-lease components.

23 Net finance costs

	2025	2024	2023
	US$M	US$M	US$M
Financial expenses			
Interest expense using the effective interest rate method:			
Interest on bank loans, overdrafts and all other borrowings	**1,325**	1,467	997
Interest capitalised at 5.97% (2024: 6.82%; 2023: 5.71%)[1]	**(595)**	(530)	(271)
Interest on lease liabilities	**169**	181	130
Discounting on provisions and other liabilities	**975**	1,064	1,293
Other gains and losses:			
Fair value change on hedged loans	**263**	(214)	(803)
Fair value change on hedging derivatives	**(290)**	188	691
Exchange variations on net debt	**(94)**	27	9
Other	**18**	15	14
Total financial expenses	**1,771**	2,198	2,060
Financial income			
Interest income	**(603)**	(709)	(529)
Other	**(57)**	–	–
Total financial income	**(660)**	(709)	(529)
Net finance costs	**1,111**	1,489	1,531

[1] Interest has been capitalised at the rate of interest applicable to the specific borrowings financing the assets under construction or, where financed through general borrowings, at a capitalisation rate representing the average interest rate on such borrowings. Tax relief for capitalised interest is approximately US$179 million (2024: US$159 million; 2023: US$81 million).

Recognition and measurement

Interest income is accrued using the effective interest rate method. Finance costs are expensed as incurred, except where they relate to the financing of construction or development of qualifying assets.

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24 Financial risk management

24.1 Financial risks

Financial and capital risk management strategy

The financial risks arising from the Group's operations comprise market, liquidity and credit risk. These risks arise in the normal course of business and the Group manages its exposure to them in accordance with the Group's portfolio risk management strategy. The objective of the strategy is to support the delivery of the Group's financial targets, while protecting its future financial security and flexibility by taking advantage of the natural diversification provided by the scale, diversity and flexibility of the Group's operations and activities.

As part of the risk management strategy, the Group monitors target gearing levels and credit rating metrics under a range of different stress test scenarios incorporating operational and macroeconomic factors.

Market risk management

The Group's activities expose it to market risks associated with movements in interest rates, foreign currencies and commodity prices. Under the strategy outlined above, the Group seeks to achieve financing costs, currency impacts, input costs and commodity prices on a floating or index basis.

In executing the strategy, financial instruments are potentially employed in three distinct but related activities. The following table summarises these activities and the key risk management processes:

Activity	Key risk management processes
1 Risk mitigation	
On an exception basis, hedging for the purposes of mitigating risk related to specific and significant expenditure on investments or capital projects will be executed if necessary to support the Group's strategic objectives.	Execution of transactions within approved mandates.
2 Economic hedging of commodity sales, operating costs, short-term cash deposits, other monetary items and debt instruments	
Where Group commodity production is sold to customers on pricing terms that deviate from the relevant index target and where a relevant derivatives market exists, financial instruments may be executed as an economic hedge to align the revenue price exposure with the index target and US dollars.	Measuring and reporting the exposure in customer commodity contracts and issued debt instruments.
Where debt is issued in a currency other than the US dollar and/or at a fixed interest rate, fair value and cash flow hedges may be executed to align the debt exposure with the Group's functional currency of US dollars and/or to swap to a floating interest rate.	Executing hedging derivatives to align the total group exposure to the index target.
Where short-term cash deposits and other monetary items are denominated in a currency other than US dollars, derivative financial instruments may be executed to align the foreign exchange exposure to the Group's functional currency of US dollars.	Execution of transactions within approved mandates.
3 Strategic financial transactions	
Opportunistic transactions may be executed with financial instruments to capture value from perceived market over/under valuations.	Execution of transactions within approved mandates.

Primary responsibility for the identification and control of financial risks, including authorising and monitoring the use of financial instruments for the above activities and stipulating policy thereon, rests with the Financial Risk Management Committee under authority delegated by the Chief Executive Officer.

Interest rate risk

The Group is exposed to interest rate risk on its outstanding borrowings and short-term cash deposits from the possibility that changes in interest rates will affect future cash flows or the fair value of fixed interest rate financial instruments. Interest rate risk is managed as part of the portfolio risk management strategy.

The majority of the Group's debt is issued at fixed interest rates. The Group has entered into interest rate swaps and cross currency interest rate swaps to convert most of its fixed interest rate exposure to floating US dollar interest rate exposure. As at 30 June 2025, 98 per cent of the Group's borrowings were exposed to floating interest rates inclusive of the effect of swaps (2024: 97 per cent).

The fair value of interest rate swaps and cross currency interest rate swaps in hedge relationships used to hedge both interest rate and foreign currency risks are shown in the valuation hierarchy in section 24.4 'Derivatives and hedge accounting'.

Based on the net debt position as at 30 June 2025, taking into account interest rate swaps and cross currency interest rate swaps, it is estimated that a one percentage point increase in the Secured Overnight Financing Rate (SOFR) interest rate will decrease the Group's equity and profit after taxation by US$72 million (2024: decrease of US$47 million). This assumes the change in interest rates is effective from the beginning of the financial year and the fixed/floating mix and balances are constant over the year.

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Currency risk

The US dollar is the predominant functional currency within the Group and as a result, currency exposures arise from transactions and balances in currencies other than the US dollar. The Group's potential currency exposures comprise:

- translational exposure in respect of non-functional currency monetary items
- transactional exposure in respect of non-functional currency expenditure and revenues

The Group's foreign currency risk is managed as part of the portfolio risk management strategy.

Translational exposure in respect of non-functional currency monetary items

Monetary items, including financial assets and liabilities, denominated in currencies other than the functional currency of an operation are restated at the end of each reporting period to US dollar equivalents and the associated gain or loss is taken to the income statement. The exception is foreign exchange gains or losses on foreign currency denominated provisions for closure and rehabilitation at operating sites, which are capitalised in property, plant and equipment.

The Group has entered into cross currency interest rate swaps and foreign exchange forwards to convert its significant foreign currency exposures in respect of monetary items into US dollars. Fluctuations in foreign exchange rates are therefore not expected to have a significant impact on equity and profit after tax.

The following table shows the carrying values of financial assets and liabilities at the end of the reporting period denominated in currencies other than the US dollar that are exposed to foreign currency risk:

Net financial (liabilities)/assets - by currency of denomination	**2025**	2024
	US$M	US$M
AUD	**(4,181)**	(3,850)
CLP	**(924)**	(150)
CAD	**(361)**	(543)
EUR	**(89)**	239
GBP	**(28)**	323
BRL	**337**	(29)
Other	**123**	72
Total	**(5,123)**	(3,938)

The principal non-functional currencies to which the Group is exposed are the Australian dollar, the Canadian dollar, the Chilean peso, the Pound sterling, the Brazilian real and the Euro. Based on the Group's net financial assets and liabilities as at 30 June 2025, a weakening of the US dollar against these currencies (one cent strengthening in Australian dollar, one cent strengthening in Canadian dollar, 10 pesos strengthening in Chilean peso, one penny strengthening in Pound sterling, one centavo strengthening in Brazilian real and one cent strengthening in Euro), with all other variables held constant, would decrease the Group's equity and profit after taxation by US$29 million (2024: decrease of US$17 million).

Transactional exposure in respect of non-functional currency expenditure and revenues

Certain operating and capital expenditure is incurred in currencies other than an operation's functional currency. To a lesser extent, certain sales revenue is earned in currencies other than the functional currency of operations and certain exchange control restrictions may require that funds be maintained in currencies other than the functional currency of the operation. These currency risks are managed as part of the portfolio risk management strategy. The Group may enter into forward exchange contracts when required under this strategy.

Commodity price risk

The risk associated with commodity prices is managed as part of the portfolio risk management strategy. Substantially all of the Group's commodity production is sold on market-based index pricing terms, with derivatives used from time to time to achieve a specific outcome.

Financial instruments with commodity price risk comprise forward commodity and other derivative contracts with net liabilities at fair value of US$1 million (2024: net liabilities of US$42 million).

Other financial assets at fair value includes US$122 million (2024: US$195 million) in relation to amounts receivable for the divestment of the Blackwater and Daunia mines which are contingent on future realised coal prices. A 10 per cent change in the coal realised price used in the valuation model, with all other factors held constant, would increase or decrease profit after taxation by approximately US$60 million.

Provisionally priced commodity sales and purchases contracts

Provisionally priced sales or purchases volumes are those for which price finalisation, referenced to the relevant index, is outstanding at the reporting date. Provisional pricing mechanisms within these sales and purchases arrangements have the character of a commodity derivative. Trade receivables or payables under these contracts are carried at fair value through profit or loss using Level 2 valuation inputs based on forecast prices in the quotation period. The Group's exposure at 30 June 2025 to the impact of movements in commodity prices upon provisionally invoiced sales and purchases volumes was predominately around copper.

The Group had 419 thousand tonnes of copper exposure as at 30 June 2025 (2024: 428 thousand tonnes) that was provisionally priced. The final price of these sales and purchases volumes will be determined during the first half of FY2026. A 10 per cent change in the price of copper realised on the provisionally priced sales, with all other factors held constant, would increase or decrease profit after taxation by US$268 million (2024: US$299 million).

The relationship between commodity prices and foreign currencies is complex and movements in foreign exchange rates can impact commodity prices.

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Liquidity risk

Refer to note 21 ‘Net debt’ for details on the Group’s liquidity risk.

Credit risk

Credit risk is the risk that a counterparty will not meet its obligations under a financial instrument or customer contract, leading to a financial loss. The Group is exposed to credit risk from its operating activities (primarily from customer receivables) and from its financing activities, including deposits with banks and financial institutions, other short-term investments, interest rate and currency derivative contracts and other financial instruments.

Refer to note 8 ‘Trade and other receivables’ and note 21 ‘Net debt’ for details on the Group credit risk.

24.2 Recognition and measurement

All financial assets and liabilities, other than derivatives and trade receivables, are initially recognised at the fair value of consideration paid or received, net of transaction costs as appropriate. Financial assets are initially recognised on their trade date.

Financial assets are subsequently carried at fair value or amortised cost based on:

- the Group’s purpose, or business model, for holding the financial asset
- whether the financial asset’s contractual terms give rise to cash flows that are solely payments of principal and interest

The resulting Financial Statements classifications of financial assets can be summarised as follows:

Contractual cash flows	Business model	Category
Solely principal and interest	Hold in order to collect contractual cash flows	Amortised cost
Solely principal and interest	Hold in order to collect contractual cash flows and sell	Fair value through other comprehensive income
Solely principal and interest	Hold in order to sell	Fair value through profit or loss
Other	Any of those mentioned above	Fair value through profit or loss

Solely principal and interest refers to the Group receiving returns only for the time value of money and the credit risk of the counterparty for financial assets held. The main exceptions for the Group are provisionally priced receivables and derivatives which are measured at fair value through profit or loss under IFRS 9.

The Group has the intention of collecting payment directly from its customers in most cases, however the Group also participates in receivables financing programs in respect of selected customers. Receivables in these portfolios which are classified as ‘hold in order to sell’, are provisionally priced receivables and are therefore held at fair value through profit or loss prior to sale to the financial institution.

With the exception of derivative contracts and provisionally priced trade payables which are carried at fair value through profit or loss, the Group’s financial liabilities are classified as subsequently measured at amortised cost.

The Group may in addition elect to designate certain financial assets or liabilities at fair value through profit or loss or to apply hedge accounting where they are not mandatorily held at fair value through profit or loss.

Fair value measurement

The carrying amount of financial assets and liabilities measured at fair value is principally calculated based on inputs other than quoted prices that are observable for these financial assets or liabilities, either directly (i.e. as unquoted prices) or indirectly (i.e. derived from prices). Where no price information is available from a quoted market source, alternative market mechanisms or recent comparable transactions, fair value is estimated based on the Group’s views on relevant future prices, net of valuation allowances to accommodate liquidity, modelling and other risks implicit in such estimates.

The inputs used in fair value calculations are determined by the relevant segment or function. The functions support the assets and operate under a defined set of accountabilities authorised by the Executive Leadership Team. Movements in the fair value of financial assets and liabilities may be recognised through the income statement or in other comprehensive income according to the designation of the underlying instrument.

For financial assets and liabilities carried at fair value, the Group uses the following to categorise the inputs to the valuation method used based on the lowest level input that is significant to the fair value measurement as a whole:

IFRS 13 Fair value hierarchy	Level 1	Level 2	Level 3
Valuation inputs	Based on quoted prices (unadjusted) in active markets for identical financial assets and liabilities.	Based on inputs other than quoted prices included within Level 1 that are observable for the financial asset or liability, either directly (i.e. as unquoted prices) or indirectly (i.e. derived from prices).	Based on inputs not observable in the market using appropriate valuation models, including discounted cash flow modelling.

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24.3 Financial assets and liabilities

The financial assets and liabilities are presented by class in the table below at their carrying amounts.

	IFRS 13 Fair value hierarchy Level[1]	IFRS 9 Classification	2025 US$M	2024 US$M
Current cross currency and interest rate swaps[2]	2	Fair value through profit or loss	**13**	5
Current other derivative contracts[3]	2,3	Fair value through profit or loss	**275**	118
Current other financial assets[4]		Amortised cost	**236**	234
Current other investments[5]	1,2	Fair value through profit or loss	**37**	24
Non-current cross currency and interest rate swaps[2]	2	Fair value through profit or loss	**448**	113
Non-current other derivative contracts[3]	2,3	Fair value through profit or loss	**158**	103
Non-current other financial assets[6]	3	Fair value through profit or loss	**122**	195
Non-current other financial assets[4,7]		Amortised cost	**191**	398
Non-current investment in shares	1,3	Fair value through other comprehensive income	**64**	201
Non-current other investments[5]	1,2	Fair value through profit or loss	**139**	219
Total other financial assets			**1,683**	1,610
Cash and cash equivalents		Amortised cost	**11,894**	12,501
Trade and other receivables[8]		Amortised cost	**1,195**	1,597
Provisionally priced trade receivables	2	Fair value through profit or loss	**2,581**	3,250
Total financial assets			**17,353**	18,958
Non-financial assets			**91,437**	83,404
Total assets			**108,790**	102,362
Current cross currency and interest rate swaps[2]	2	Fair value through profit or loss	**–**	176
Current other derivative contracts	2	Fair value through profit or loss	**130**	241
Current other financial liabilities[9]		Amortised cost	**84**	95
Non-current cross currency and interest rate swaps[2]	2	Fair value through profit or loss	**1,056**	1,337
Non-current other derivative contracts	2	Fair value through profit or loss	**–**	54
Non-current other financial liabilities[9]		Amortised cost	**308**	368
Total other financial liabilities			**1,578**	2,271
Trade and other payables[10]		Amortised cost	**6,087**	6,049
Provisionally priced trade payables	2	Fair value through profit or loss	**493**	614
Bank overdrafts and short-term borrowings[11]		Amortised cost	**1**	3
Bank loans[11]		Amortised cost	**3,731**	2,610
Notes and debentures[11]		Amortised cost	**17,653**	14,932
Lease liabilities[12]			**2,953**	3,116
Other[11]		Amortised cost	**158**	57
Total financial liabilities			**32,654**	29,652
Non-financial liabilities			**23,918**	23,590
Total liabilities			**56,572**	53,242

1 All of the Group's financial assets and financial liabilities recognised at fair value were valued using market observable inputs categorised as Level 2 unless specified otherwise in the following footnotes.

2 Cross currency and interest rate swaps are valued using market data including interest rate curves and foreign exchange rates. A discounted cash flow approach is used to derive the fair value of cross currency and interest rate swaps at the reporting date.

3 Includes net other derivative assets of US$37 million related to power purchase contract agreements that are categorised as Level 3 (2024: US$92 million).

4 Includes deferred consideration of US$280 million in relation to the divestment of the Blackwater and Daunia mines completed on 2 April 2024 (2024: US$495 million).

5 Includes investments held by BHP Foundation which are restricted and not available for general use by the Group of US$176 million (2024: US$243 million) of which other investments (mainly US Treasury Notes) of US$105 million is categorised as Level 1 (2024: US$134 million).

6 Includes receivables contingent on future realised coal price of US$122 million (2024: US$195 million).

7 Includes Senior notes of US$147 million (2024: US$137 million) relating to Samarco with a maturity date of 30 June 2031. Refer to note 4 'Significant events – Samarco dam failure' for further information.

8 Excludes input taxes of US$477 million (2024: US$492 million) included in other receivables.

9 Includes the discounted settlement liability in relation to the cancellation of power contracts at the Group's Escondida operations.

10 Excludes input taxes of US$90 million (2024: US$101 million) included in other payables.

11 All interest bearing liabilities, excluding lease liabilities, are unsecured.

12 Lease liabilities are measured in accordance with IFRS 16/AASB 16 'Leases'.

The carrying amounts in the table above generally approximate to fair value. In the case of US$525 million (2024: US$532 million) of fixed rate debt not swapped to floating rate, the fair value at 30 June 2025 was US$541 million (2024: US$538 million). The fair value is determined using a method that can be categorised as Level 2 and uses inputs based on benchmark interest rates, alternative market mechanisms or recent comparable transactions.

For financial instruments that are carried at fair value on a recurring basis, the Group determines whether transfers have occurred between levels in the fair value hierarchy by reassessing categorisation at the end of each reporting period. There were no transfers between categories during the period.

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Offsetting financial assets and liabilities

The Group enters into money market deposits and derivative transactions under International Swaps and Derivatives Association master netting agreements that do not meet the offsetting criteria in IAS 32/AASB 132 'Financial Instruments: Presentation', but allow for the related amounts to be set-off in certain circumstances. The amounts set out as cross currency and interest rate swaps in the table above represent the derivative financial assets and liabilities of the Group that may be subject to the above arrangements and are presented on a gross basis.

24.4 Derivatives and hedge accounting

The Group uses derivatives to hedge its exposure to certain market risks and may elect to apply hedge accounting.

Hedge accounting

Derivatives are included within financial assets or liabilities at fair value through profit or loss unless they are designated as effective hedging instruments.

Where hedge accounting is applied, at the start of the transaction, the Group documents the type of hedge, the relationship between the hedging instrument and hedged items and its risk management objective and strategy for undertaking various hedge transactions. The documentation also demonstrates that the hedge is expected to be effective.

The Group applies the following types of hedge accounting to its derivatives hedging the interest rate and currency risks of its notes and debentures:

- Fair value hedges – the fair value gain or loss on interest rate and cross currency swaps relating to interest rate risk, together with the change in the fair value of the hedged fixed rate borrowings attributable to interest rate risk are recognised immediately in the income statement. If the hedge no longer meets the criteria for hedge accounting, the fair value adjustment on the note or debenture is amortised to the income statement over the period to maturity using a recalculated effective interest rate.
- Cash flow hedges – changes in the fair value of cross currency interest rate swaps which hedge foreign currency cash flows on the notes and debentures are recognised directly in other comprehensive income and accumulated in the cash flow hedging reserve. To the extent a hedge is ineffective, changes in fair value are recognised immediately in the income statement.

  When a hedging instrument expires, or is sold, terminated or exercised, or when a hedge no longer meets the criteria for hedge accounting, any cumulative gain or loss existing in equity at that time remains in equity and is amortised to the income statement over the period to the hedged item's maturity.

When hedged, the Group hedges the full notional value of notes or debentures. However, certain components of the fair value of derivatives are not permitted under IFRS 9 to be included in the hedge accounting above. Certain costs of hedging are permitted to be recognised in other comprehensive income. Any change in the fair value of a derivative that does not qualify for hedge accounting, or is ineffective in hedging the designated risk due to contractual differences between the hedged item and hedging instrument, is recognised immediately in the income statement.

The table below shows the carrying amounts of the Group's notes and debentures by currency and the derivatives which hedge them:

The carrying amount of the notes and debentures includes foreign exchange remeasurement to period-end rates and fair value adjustments when included in a fair value hedge.

The breakdown of the hedging derivatives includes remeasurement of foreign currency notional values at period-end rates, fair value movements due to interest rate risk, foreign currency cash flows designated into cash flow hedges, costs of hedging recognised in other comprehensive income, ineffectiveness recognised in the income statement and accruals or prepayments.

The hedged value of notes and debentures includes their carrying amounts adjusted for the offsetting derivative fair value movements due to foreign currency and interest rate risk remeasurement.

			Fair value of derivatives							
2025 US$M	**Carrying amount of hedged loans, notes and debentures**	**De-designated hedges[1]**	**Foreign exchange notional at spot rates**	**Interest rate risk**	**Recognised in cash flow hedging reserve**	**Recognised in cost of hedging reserve**	**Recognised in the income statement[2]**	**Accrued and other cash flows**	**Total**	**Hedged value of loans, notes and debentures[3]**
	A	B	C	D	E	F	G	H	C to H	A + B + C + D
USD	**15,120**	**49**	**–**	**249**	**–**	**–**	**(19)**	**(51)**	**179**	**15,418**
GBP	**1,062**	**40**	**251**	**258**	**(19)**	**5**	**(64)**	**37**	**468**	**1,611**
EUR	**2,481**	**97**	**122**	**50**	**41**	**(11)**	**(51)**	**(203)**	**(52)**	**2,750**
Total	**18,663**	**186**	**373**	**557**	**22**	**(6)**	**(134)**	**(217)**	**595**	**19,779**

			Fair value of derivatives							
2024 US$M	Carrying amount of notes and debentures	De-designated hedges[1]	Foreign exchange notional at spot rates	Interest rate risk	Recognised in cash flow hedging reserve	Recognised in cost of hedging reserve	Recognised in the income statement[2]	Accrued and other cash flows	Total	Hedged value of notes and debentures[3]
	A	B	C	D	E	F	G	H	C to H	A + B + C + D
USD	10,928	52	–	446	–	–	–	6	452	11,426
GBP	1,595	43	521	204	(13)	3	(72)	30	673	2,363
EUR	2,409	125	367	134	(27)	7	2	(213)	270	3,035
Total	14,932	220	888	784	(40)	10	(70)	(177)	1,395	16,824

1 Includes accumulated fair value adjustments on de-designated hedges which are amortised to the income statement over the period to the hedged item's maturity.

2 Predominantly related to ineffectiveness.

3 Includes US$525 million (2024: US$532 million) of fixed rate debt not swapped to floating rate that is not in a hedging relationship.

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The weighted average interest rate payable is USD SOFR +1.30 per cent (2024: USD SOFR +1.40 per cent). Refer to note 23 ‘Net finance costs’ for details of net finance costs for the year.

Movements in reserves relating to hedge accounting

The following table shows a reconciliation of the components of equity and an analysis of the movements in reserves for all hedges. For a description of these reserves, refer to note 18 ‘Other equity’.

2025 **US$M**	**Cash flow hedging reserve**			**Cost of hedging reserve**			**Total**
	Gross	**Tax**	**Net**	**Gross**	**Tax**	**Net**	
At the beginning of the financial year	**40**	**(13)**	**27**	**(10)**	**3**	**(7)**	**20**
Add: Change in fair value of hedging instrument recognised in OCI	**330**	**(99)**	**231**	**16**	**(5)**	**11**	**242**
Less: Reclassified from reserves to financial expenses – recognised through OCI	**(392)**	**118**	**(274)**	**–**	**–**	**–**	**(274)**
At the end of the financial year	**(22)**	**6**	**(16)**	**6**	**(2)**	**4**	**(12)**

2024 US$M	Cash flow hedging reserve			Cost of hedging reserve			Total
	Gross	Tax	Net	Gross	Tax	Net	
At the beginning of the financial year	15	(5)	10	(1)	–	(1)	9
Add: Change in fair value of hedging instrument recognised in OCI	(24)	7	(17)	(9)	3	(6)	(23)
Less: Reclassified from reserves to financial expenses – recognised through OCI	49	(15)	34	–	–	–	34
At the end of the financial year	40	(13)	27	(10)	3	(7)	20

Changes in interest bearing liabilities and related derivatives resulting from financing activities

The movement in the year in the Group’s interest bearing liabilities and related derivatives are as follows:

2025 **US$M**	**Interest bearing liabilities**					**Derivatives (assets)/ liabilities**	
	Bank loans	**Notes and debentures**	**Lease liabilities**	**Bank overdraft and short-term borrowings**	**Other**	**Cross currency and interest rate swaps**	**Total**
At the beginning of the financial year	**2,610**	**14,932**	**3,116**	**3**	**57**	**1,395**	
Proceeds from interest bearing liabilities	**1,150**	**2,979**	**–**	**–**	**–**	**–**	**4,129**
Settlements of debt related instruments	**–**	**–**	**–**	**–**	**–**	**(147)**	**(147)**
Repayment of interest bearing liabilities	**(40)**	**(894)**	**(712)**	**–**	**(29)**	**–**	**(1,675)**
Change from Net financing cash flows	**1,110**	**2,085**	**(712)**	**–**	**(29)**	**(147)**	**2,307**
Other movements:							
Interest rate impacts	**11**	**252**	**–**	**–**	**–**	**(265)**	
Foreign exchange impacts	**7**	**369**	**(13)**	**–**	**–**	**(369)**	
Lease additions	**–**	**–**	**870**	**–**	**–**	**–**	
Remeasurement of index-linked freight contracts	**–**	**–**	**(297)**	**–**	**–**	**–**	
Other interest bearing liabilities/derivative related changes	**(7)**	**15**	**(11)**	**(2)**	**130**	**(19)**	
At the end of the financial year	**3,731**	**17,653**	**2,953**	**1**	**158**	**595**	

2024 US$M	Interest bearing liabilities					Derivatives (assets)/ liabilities	
	Bank loans	Notes and debentures	Lease liabilities	Bank overdraft and short-term borrowings	Other	Cross currency and interest rate swaps	Total
At the beginning of the financial year	7,502	11,819	3,019	5	–	1,572	
Proceeds from interest bearing liabilities	400	4,691	–	–	–	–	5,091
Settlements of debt related instruments	–	–	–	–	–	(321)	(321)
Repayment of interest bearing liabilities	(5,319)	(1,338)	(656)	–	(14)	–	(7,327)
Change from Net financing cash flows	(4,919)	3,353	(656)	–	(14)	(321)	(2,557)
Other movements:							
Divestment of subsidiaries and operations	–	–	(60)	–	–	–	
Interest rate impacts	–	(214)	–	–	–	188	
Foreign exchange impacts	24	(35)	(16)	–	–	35	
Lease additions	–	–	593	–	–	–	
Remeasurement of index-linked freight contracts	–	–	230	–	–	–	
Other interest bearing liabilities/derivative related changes	3	9	6	(2)	71	(79)	
At the end of the financial year	2,610	14,932	3,116	3	57	1,395	

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Employee matters

25 Key management personnel

Key management personnel compensation comprises:

	2025	2024	2023
	US$	US$	US$
Short-term employee benefits	**12,794,925**	12,687,272	13,599,217
Post-employment benefits	**589,573**	634,005	659,020
Share-based payments	**10,569,238**	11,143,944	11,455,666
Total	**23,953,736**	24,465,221	25,713,903

Key Management Personnel (KMP) includes the roles which have the authority and responsibility for planning, directing and controlling the activities of BHP. These are Non-executive Directors, the CEO, the Chief Financial Officer, the President Australia and the President Americas.

Transactions and outstanding loans/amounts with key management personnel

There were no purchases by key management personnel from the Group during FY2025 (2024: US$ nil; 2023: US$ nil).

There were no amounts payable by key management personnel at 30 June 2025 (2024: US$ nil; 2023: US$ nil).

There were no loans receivable from or payable to key management personnel at 30 June 2025 (2024: US$ nil; 2023: US$ nil).

Transactions with personally related entities

A number of Directors of the Group hold or have held positions in other companies (personally related entities) where it is considered they control or significantly influence the financial or operating policies of those entities. There were no reportable transactions with those entities and no amounts were owed by the Group to personally related entities at 30 June 2025 (2024: US$ nil; 2023: US$ nil).

For more information on remuneration and transactions with key management personnel, refer to the Remuneration Report under Governance.

26 Employee share ownership plans

Awards, in the form of the right to receive ordinary shares in BHP Group Limited have been granted under the following employee share ownership plans: Cash and Deferred Plan (CDP), Long Term Incentive Plan (LTIP), Management Award Plan (MAP) and the all-employee share plan, Shareplus.

Some awards are eligible to receive a Dividend Equivalent Payment (DEP) which is paid as either a cash payment, or the equivalent value awarded in shares, equal to the dividend amount that would have been earned on the underlying shares awarded. DEP is paid/allocated once the underlying shares are allocated or transferred to plan participants. Awards under the plans do not confer any rights to participate in a share issue; however, there is discretion under each of the plans to adjust the awards in response to a variation in the share capital of BHP Group Limited.

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The table below provides a description of each of the plans.

Plan	CDP	LTIP and MAP	Shareplus
Type	Short and long term incentive	Long term incentive	All-employee share purchase plan
Overview	The CDP is an annual cash and equity-based incentive plan for Executive KMP and members of the Executive Leadership Team who are not Executive KMP. CDP awards are split into three equal parts - a cash component paid annually, and two awards of deferred rights to receive BHP Group Limited shares subject to service conditions and a holistic review of performance. The two awards of deferred rights are the equivalent value of the CDP cash award, vesting between two and five years respectively. Awards of deferred rights may also be granted to members of the Executive Leadership Team as additional retention awards with vesting periods of up to five years.	The LTIP is a long term incentive plan for Executive KMP and members of the Executive Leadership Team, who are not Executive KMP. Awards are granted annually and delivered in performance rights, which are conditional rights to receive BHP shares. Awards vest after five years, subject to service and performance conditions. The MAP is a long term incentive plan for BHP senior management who are not Executive KMP. The number of share rights awarded is determined by a participant's role and grade and generally vest in three years. Awards of share rights may also be granted to members of the Executive Leadership Team as additional retention awards with vesting periods of between one and five years.	Employees may contribute up to US$5,000 to acquire shares in any plan year. On the third anniversary of the start of a plan year, the Group will match the number of acquired shares still held by the participant.
Vesting conditions	Service conditions only for the two-year award. Vesting of the four-year awards are subject to service and individual performance conditions. Vesting of the five-year awards are subject to a service condition and underpinned by a holistic review of performance encompassing safety and sustainability including climate, financial, corporate governance and conduct at the end of the five-year period.	LTIP: Service and performance conditions. From FY2023 BHP's performance is assessed over the five-year period against the relative Total Shareholder Return (TSR) of two comparator groups - Morgan Stanley Capital International (MSCI) market indices, the MSCI World Metals and Mining Index ('Sector Group TSR') and the MSCI World Index ('World TSR'). The Sector Group TSR determines the vesting of 67 per cent of the awards, while performance relative to the World TSR determines the vesting of 33 per cent of the awards. For awards granted prior to FY2023, TSR performance relative to a bespoke sector peer group and the MSCI World Index determines the vesting of 67 per cent and 33 per cent of the award, respectively. 25 per cent of the award will vest where BHP's TSR is equal to the median TSR of the relevant comparator group(s), as measured over the five-year performance period. Where TSR is below the median, awards will not vest. Vesting occurs on a sliding scale when BHP's TSR is between the median TSR of the relevant comparator group(s) up to a nominated level of TSR outperformance over the relevant comparator group(s), as determined by the Committee, above which 100 per cent of the award will vest. Vesting of LTIP awards is underpinned by a holistic performance review of safety, sustainability, financials, corporate governance and conduct at the end of the five-year performance period. MAP: Service conditions only.	Service conditions only.
Vesting period	Between 2 and 5 years	LTIP – 5 years MAP – 1 to 5 years	3 years
Dividend Equivalent Payment	Yes	LTIP – Yes MAP – Varies	No

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Exercise period	None	None	None

1 For LTIP awards granted prior to unification and where the five-year performance period ends after unification, the TSR at the start of the performance period is based on the weighted average of the TSRs of BHP Group Limited and BHP Group Plc and the TSR at the end of the performance period is based on the TSR of BHP Group Limited.

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Employee share awards

2025	Number of awards at the beginning of the financial year	Number of awards issued during the year	Number of awards vested and exercised	Number of awards lapsed	Number of awards at the end of the financial year	Weighted average remaining contractual life (years)	Weighted average share price at exercise date
CDP awards	**1,211,489**	**386,252**	**206,336**	**43,114**	**1,348,291**	**1.8**	**A$42.47**
LTIP awards	**2,425,706**	**658,392**	**204,151**	**282,324**	**2,597,623**	**2.2**	**A$42.10**
MAP awards[1]	**5,987,197**	**2,419,935**	**2,135,906**	**560,361**	**5,710,865**	**1.2**	**A$41.08**
Shareplus	**4,512,886**	**4,669,013**	**2,485,511**	**539,913**	**6,156,475**	**1.3**	**A$35.69**

1 There were 10,214 awards vested and exercisable at the end of the financial year.

Fair value and assumptions in the calculation of fair value for awards issued

2025	Weighted average fair value of awards granted during the year US$	Risk-free interest rate	Estimated life of awards	Share price at grant date	Estimated volatility of share price	Dividend yield
CDP awards	**29.53**	**n/a**	**2-5 years**	**A$43.40**	**n/a**	**n/a**
LTIP awards	**17.49**	**4.17%**	**5 years**	**A$43.40**	**33.70%**	**n/a**
MAP awards[1]	**26.47**	**n/a**	**1-3 years**	**A$44.58/A$36.37**	**n/a**	**4.95%**
Shareplus	**21.55**	**n/a**	**3 years**	**A$40.25**	**n/a**	**5.28%**

1 Includes MAP awards granted on 4 October 2024 and 14 April 2025.

Recognition and measurement

The fair value at grant date of equity-settled share awards is charged to the income statement over the period for which the benefits of employee services are expected to be derived. The fair values of awards granted were estimated using a Monte Carlo simulation methodology and Black-Scholes option pricing technique and consider the following factors:

- exercise price
- expected life of the award
- current market price of the underlying shares
- expected volatility using an analysis of historic volatility over different rolling periods. For the LTIP, it is calculated for all sector comparators and the published MSCI World Index
- expected dividends
- risk-free interest rate, which is an applicable government bond rate
- market-based performance hurdles
- non-vesting conditions

Where awards are forfeited because non-market-based vesting conditions are not satisfied, the expense previously recognised is proportionately reversed.

The tax effect of awards granted is recognised in income tax expense, except to the extent that the total tax deductions are expected to exceed the cumulative remuneration expense. In this situation, the excess of the associated current or deferred tax is recognised in equity and forms part of the employee share awards reserve. The fair value of awards as presented in the tables above represents the fair value at grant date.

In respect of employee share awards, the Group utilises the BHP Group Limited Employee Equity Trust. The trustee of this trust is an independent company, resident in Jersey. The trust uses funds provided by the Group to acquire ordinary shares to enable awards to be made or satisfied. The ordinary shares may be acquired by purchase in the market or by subscription at not less than nominal value.

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27 Employee benefits, restructuring and post-retirement employee benefits provisions

	2025	2024
	US$M	US$M
Employee benefits[1]	**1,879**	1,698
Restructuring[2]	**83**	45
Post-retirement employee benefits[3]	**336**	300
Total provisions	**2,298**	2,043
Comprising:		
Current	**1,893**	1,677
Non-current	**405**	366

2025	**Employee benefits**	**Restructuring**	**Post-retirement employee benefits[3]**	**Total**
	US$M	**US$M**	**US$M**	**US$M**
At the beginning of the financial year	**1,698**	**45**	**300**	**2,043**
Charge/(credit) for the year:				
Underlying	**1,511**	**275**	**56**	**1,842**
Discounting	**–**	**–**	**28**	**28**
Yield on defined benefit scheme assets	**–**	**–**	**(11)**	**(11)**
Exchange variations	**(11)**	**–**	**5**	**(6)**
Released during the year	**(5)**	**(13)**	**–**	**(18)**
Remeasurement losses taken to retained earnings	**–**	**–**	**8**	**8**
Utilisation	**(1,314)**	**(224)**	**(51)**	**(1,589)**
Transfers and other movements	**–**	**–**	**1**	**1**
At the end of the financial year	**1,879**	**83**	**336**	**2,298**

1 The expenditure associated with total employee benefits will occur in a pattern consistent with when employees choose to exercise their entitlement to benefits.

2 Total restructuring provisions include provisions for terminations and office closures.

3 The net liability recognised in the Consolidated Balance Sheet includes US$127 million present value of funded defined benefits pension obligation (2024: US$142 million) offset by fair value of defined benefit scheme assets US$134 million (2024: US$147 million), US$67 million present value of unfunded defined pension and post-retirement medical benefits obligation (2024: US$63 million) and US$276 million unfunded post-employment benefits obligation in Chile (2024: US$242 million).

Recognition and measurement

Provisions are recognised by the Group when:

- there is a present legal or constructive obligation as a result of past events
- it is more likely than not that a permanent outflow of resources will be required to settle the obligation
- the amount can be reliably estimated and measured at the present value of management's best estimate of the cash outflow required to settle the obligation at the reporting date

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Provision	Description
Employee benefits	Liabilities for benefits accruing to employees up until the reporting date in respect of wages and salaries, annual leave and any accumulating sick leave are recognised in the period the related service is rendered. Liabilities recognised in respect of short-term employee benefits expected to be settled within 12 months are measured at the amounts expected to be paid when the liabilities are settled. Liabilities for other long-term employee benefits, including long service leave, are measured as the present value of estimated future payments for the services provided by employees up to the reporting date. Liabilities that are not expected to be settled within 12 months are discounted at the reporting date using market yields of high-quality corporate bonds or government bonds for countries where there is no deep market for corporate bonds. The rates used reflect the terms to maturity and currency that match, as closely as possible, the estimated future cash outflows. In relation to industry-based long service leave funds, the Group's liability, including obligations for funding shortfalls, is determined after deducting the fair value of dedicated assets of such funds. Liabilities for short and long-term employee benefits (other than unpaid wages and salaries) are disclosed within employee benefits. Other liabilities for unpaid wages and salaries related to the current period are recognised in other creditors.
Restructuring	Restructuring provisions are recognised when: • the Group has developed a detailed formal plan identifying the business or part of the business concerned, the location and approximate number of employees affected, a detailed estimate of the associated costs, and an appropriate timeline • the restructuring has either commenced or been publicly announced and can no longer be withdrawn Payments that are not expected to be settled within 12 months of the reporting date are measured at the present value of the estimated future cash payments expected to be made by the Group.
Post-retirement employee benefits	**Defined contribution pension schemes and multi-employer pension schemes** For defined contribution schemes or schemes operated on an industry-wide basis where it is not possible to identify assets attributable to the participation by the Group's employees, the pension charge is calculated on the basis of contributions payable. The Group contributed US$395 million during the financial year (2024: US$368 million; 2023: US$358 million) to defined contribution plans and multi-employer defined contribution plans. These contributions are expensed as incurred. **Defined benefit pension and post-retirement medical schemes** The Group operates or participates in a number of defined benefit pension schemes throughout the world, all of which are closed to new entrants. The funding of the schemes complies with local regulations. The assets of the schemes are generally held separately from those of the Group and are administered by trustees or management boards. The Group also operates a number of unfunded post-retirement medical schemes in the United States, Canada and Europe. For defined benefit schemes, an asset or liability is recognised in the balance sheet based at the present value of defined benefit obligations less, where funded, the fair value of plan assets, except that any such asset cannot exceed the present value of expected refunds from and reductions in future contributions to the plan. Full actuarial valuations are prepared by local actuaries for all schemes, using discount rates based on market yields at the reporting date on high-quality corporate bonds or by reference to national government bonds if high-quality corporate bonds are not available. Where funded, scheme assets are invested in a diversified range of asset classes, predominantly comprising bonds and equities.

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Group and related party information

28 Subsidiaries

Significant subsidiaries of the Group are those with the most significant contribution to the Group's net profit or net assets. The Group's interest in the subsidiaries' results are listed in the table below. For a list of the Group's subsidiaries, refer to Exhibit 8.1 – List of Subsidiaries.

Significant subsidiaries	Country of incorporation	Principal activity	Group's interest 2025 %	Group's interest 2024 %
Coal				
Hunter Valley Energy Coal Pty Ltd	Australia	Coal mining	**100**	100
Copper				
BHP Olympic Dam Corporation Pty Ltd	Australia	Copper, uranium and gold mining	**100**	100
Compañia Minera Cerro Colorado Limitada	Chile	Copper mining	**100**	100
Minera Escondida Ltda[1]	Chile	Copper mining	**57.5**	57.5
Minera Spence SA	Chile	Copper mining	**100**	100
OZ Minerals Carrapateena Pty Ltd	Australia	Copper and gold mining	**100**	100
OZ Minerals Prominent Hill Operations Pty Ltd	Australia	Copper and gold mining	**100**	100
Iron Ore				
BHP Iron Ore (Jimblebar) Pty Ltd[2]	Australia	Iron ore mining	**85**	85
BHP Iron Ore Pty Ltd	Australia	Service company	**100**	100
BHP (Towage Services) Pty Ltd	Australia	Towing services	**100**	100
Marketing				
BHP Billiton Freight Singapore Pte Limited	Singapore	Freight services	**100**	100
BHP Billiton Marketing AG	Switzerland	Marketing and trading	**100**	100
BHP Billiton Marketing Asia Pte Ltd	Singapore	Marketing support and other services	**100**	100
Group and Unallocated				
BHP Billiton Finance B.V.	The Netherlands	Finance	**100**	100
BHP Billiton Finance Limited	Australia	Finance	**100**	100
BHP Billiton Finance (USA) Limited	Australia	Finance	**100**	100
BHP Canada Inc.	Canada	Potash development	**100**	100
BHP Group Operations Pty Ltd	Australia	Administrative services	**100**	100
BHP Nickel West Pty Ltd[3]	Australia	Nickel mining, smelting, refining and administrative services	**100**	100
OZ Minerals Musgrave Operations Pty Ltd[3]	Australia	Nickel and copper development	**100**	100
WMC Finance (USA) Limited	Australia	Finance	**100**	100

1 As the Group has the ability to direct the relevant activities at Minera Escondida Ltda, it has control over the entity. The assessment of the most relevant activity in this contractual arrangement is subject to judgement. The Group establishes the mine plan and the operating budget and has the ability to appoint the key management personnel, demonstrating that the Group has the existing rights to direct the relevant activities of Minera Escondida Ltda.

2 The Group has an effective interest of 92.5 per cent in BHP Iron Ore (Jimblebar) Pty Ltd; however, by virtue of the shareholder agreement with ITOCHU Iron Ore Australia Pty Ltd and Mitsui & Co. Iron Ore Exploration & Mining Pty Ltd, the Group's interest in the Jimblebar mining operation is 85 per cent, which is consistent with the other respective contractual arrangements at Western Australia Iron Ore.

3 The Nickel West operations and the West Musgrave project both transitioned into temporary suspension in December 2024.

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29 Investments accounted for using the equity method

Significant interests in equity accounted investments of the Group are those with the most significant contribution to the Group's net profit or net assets. The Group's ownership interest in significant equity accounted investments results are listed in the table below. For a list of the Group's associates and joint ventures, refer to Exhibit 8.1 – List of Subsidiaries.

Significant associates and joint ventures	Country of incorporation/ principal place of business	Associate or joint venture	Principal activity	Reporting date	Ownership interest 2025 %	Ownership interest 2024 %
Compañía Minera Antamina S.A. (Antamina)	Peru	Associate	Copper and zinc mining	31 December	**33.75**	33.75
Samarco Mineração S.A. (Samarco)	Brazil	Joint venture	Iron ore mining	31 December	**50.00**	50.00
Vicuña Corp (Vicuña)	Canada / Argentina /Chile	Joint venture	Copper development	31 December	**50.00**	–

Voting in relation to relevant activities in Antamina, determined to be the approval of the operating and capital budgets, does not require unanimous consent of all participants to the arrangement, therefore joint control does not exist. Instead, because the Group has the power to participate in the financial and operating policies of the investee, this investment is accounted for as an associate.

Samarco is jointly owned by BHP Billiton Brasil Ltda (BHP Brasil) and Vale S.A. (Vale). BHP Brasil and Vale do not have offtake arrangements with Samarco. Instead, Samarco sells all of its product directly to market. Accordingly, as the Samarco entity has the rights to the assets and obligations to the liabilities relating to the joint arrangement and not its owners, this investment is accounted for as a joint venture.

On the 15 January 2025, BHP Investments Canada Inc. (BHP Canada) and Lundin Mining Corporation (Lundin Mining) completed the acquisition of Filo Corp., a Toronto Stock Exchange listed company. Filo Corp. owns 100% of the Filo del Sol (FDS) copper deposit. Prior to completion, Lundin Mining owned 100% of the Josemaria copper deposit located in the Vicuña district of Argentina and Chile. At completion, BHP Canada acquired a 50% interest in the Josemaria copper deposit from Lundin Mining. BHP Canada and Lundin Mining have formed the Canadian based company, Vicuña Corp. and contributed their respective 50% interests in Filo Corp. and the Josemaria copper deposit. BHP Canada and Lundin Mining each own 50% of Vicuña Corp and share joint control. In management's judgement, and considering the offtake terms, BHP Canada and Lundin Mining do not have the rights to, or the obligation for, substantially all the output of the arrangement. Accordingly, as the Vicuña entity has the rights to the assets and obligations for the liabilities of this arrangement and not its owners, this investment is accounted for as a joint venture.

Key judgements and estimates

Judgements: Determining whether joint arrangements structured through a separate vehicle are classified as joint ventures or joint operations can involve significant judgement. The classification depends on an assessment of the venturers' rights to the assets and obligations for the liabilities of the arrangement in the normal course of business. When making the assessment, management has regard to the legal form of the separate vehicle, the terms of the arrangement and other relevant facts and circumstances. Where venturers have the rights to, and obligations for, substantially all of the output of the arrangement, this is indicative of a joint operation as the venturers have rights to substantially all of the economic benefits of the assets and provide cash flows that are used to settle the liabilities of the arrangement.

The Group is restricted in its ability to make dividend payments from its investments in associates and joint ventures as any such payments require the approval of all investors in the associates and joint ventures.

The movement for the year in the Group's investments accounted for using the equity method is as follows:

Year ended 30 June 2025 US$M	Investment in associates	Investment in joint ventures	Total equity accounted investments
At the beginning of the financial year	**1,662**	**–**	**1,662**
Profit/(loss) from equity accounted investments, related impairments and expenses[1]	**397**	**(244)**	**153**
Investment in equity accounted investments[2]	**67**	**2,355**	**2,422**
Dividends received from equity accounted investments	**(375)**	**–**	**(375)**
Other[1]	**–**	**245**	**245**
At the end of the financial year	**1,751**	**2,356**	**4,107**

1 Represents financial impacts of Samarco dam failure in the Group's profit/(loss) from equity accounted investments, related impairments and expenses. Refer to note 4 'Significant events – Samarco dam failure' for further information.

2 Includes total cash payment of US$2.1 billion for the acquisition of Filo Corp and 50% interest in Josemaria copper deposit.

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The following table summarises the financial information relating to each of the Group's significant equity accounted investments.

2025 US$M	Associates Antamina	Associates Individually immaterial[1]	Joint ventures Samarco[2]	Joint ventures Vicuña	Joint ventures Individually immaterial	Total
Current assets	**1,773**		**877**[3]	**54**[3]		
Non-current assets	**6,944**		**6,485**	**4,570**		
Current liabilities	**(970)**		**(6,180)**[4]	**(61)**[4]		
Non-current liabilities	**(2,599)**		**(20,404)**[5]	**(3)**[5]		
Net assets/(liabilities) – 100%	**5,148**		**(19,222)**	**4,560**		
Net assets/(liabilities) – Group share	**1,737**		**(9,611)**	**2,280**		
Adjustments to net assets related to accounting policy adjustments	**(76)**		**–**	**76**		
Investment in Samarco	**–**		**516**[6]	**–**		
Impairment of the carrying value of the investment in Samarco	**–**		**(1,041)**[7]	**–**		
Recognised additional share of losses, net of capital contributions	**–**		**7,254**	**–**		
Unrecognised losses	**–**		**2,882**[8]	**–**		
Carrying amount of investments accounted for using the equity method	**1,661**	**90**	**–**	**2,356**	**–**	**4,107**
Revenue – 100%	**4,627**		**1,598**	**–**		
Profit/(loss) – 100%	**1,609**		**(4,032)**[9]	**2**[10]		
Share of profit/(loss) of equity accounted investments	**543**		**(2,016)**	**1**		
Adjustments to share of profit/(loss) related to accounting policy adjustments	**(5)**		**–**	**–**		
Impairment of the carrying value of the investment in Samarco	**–**		**–**	**–**		
Additional share of Samarco losses	**–**		**458**	**–**		
Fair value change on forward exchange derivatives	**–**		**414**	**–**		
Movement in unrecognised losses	**–**		**899**[8]	**–**		
Profit/(loss) from equity accounted investments, related impairments and expenses	**538**	**(141)**	**(245)**	**1**	**–**	**153**
Comprehensive income – 100%	**1,609**		**(4,032)**	**2**		
Share of comprehensive income/(loss) – Group share in equity accounted investments	**538**	**(141)**	**(245)**	**1**	**–**	**153**
Dividends received from equity accounted investments	**375**	**–**	**–**	**–**	**–**	**375**

2024 US$M	Associates Antamina	Associates Individually immaterial[1]	Joint ventures Samarco[2]	Joint ventures Individually immaterial	Total
Current assets	1,699		564[3]		
Non-current assets	6,325		7,214		
Current liabilities	(987)		(3,266)[4]		
Non-current liabilities	(2,389)		(23,211)[5]		
Net assets/(liabilities) – 100%	4,648		(18,699)		
Net assets/(liabilities) – Group share	1,569		(9,349)		
Adjustments to net assets related to accounting policy adjustments	(71)		–		
Investment in Samarco	–		516[6]		
Impairment of the carrying value of the investment in Samarco	–		(1,041)[7]		
Recognised additional share of losses, net of capital contributions	–		7,891		
Unrecognised losses	–		1,983[8]		
Carrying amount of investments accounted for using the equity method	1,498	164	–	–	1,662
Revenue – 100%	4,381		1,553		
Profit/(loss) – 100%	1,353		(6,726)[9]		
Share of profit/(loss) of equity accounted investments	457		(3,363)		
Adjustments to share of profit/(loss) related to accounting policy adjustments	8		(6)[11]		
Impairment of the carrying value of the investment in Samarco	–		–		
Additional share of Samarco losses	–		506		
Fair value change on forward exchange derivatives	–		(199)		
Movement in unrecognised losses	–		30[8]		
Profit/(loss) from equity accounted investments, related impairments and expenses	465	(89)	(3,032)	–	(2,656)
Comprehensive income – 100%	1,353		(6,726)		
Share of comprehensive (loss)/income – Group share in equity accounted investments	465	(89)	(3,032)	–	(2,656)
Dividends received from equity accounted investments	397	–	–	–	397

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2023 US$M	Associates		Joint ventures		
	Antamina	Individually immaterial	Samarco[2]	Individually immaterial	Total
Revenue – 100%	4,350		1,554		
Profit/(loss) – 100%	1,571		(3,018)[9]		
Share of profit/(loss) of equity accounted investments	530		(1,509)		
Adjustments to share of profit/(loss) related to accounting policy adjustments	(79)		23[11]		
Impairment of the carrying value of the investment in Samarco	–		–		
Additional share of Samarco losses	–		452		
Fair value change on forward exchange derivatives	–		471		
Movement in unrecognised losses	–		778[8]		
Profit/(loss) from equity accounted investments, related impairments and expenses	451	(72)	215	–	594
Comprehensive income – 100%	1,571		(3,018)		
Share of comprehensive income/(loss) – Group share in equity accounted investments	451	(72)	215	–	594
Dividends received from equity accounted investments	327	1	–	–	328

1 The unrecognised share of gain for the period was US$72 million (2024: US$41 million), which decreased the cumulative losses to US$28 million (2024: US$100 million).

2 Refer to note 4 ‘Significant events – Samarco dam failure’ for further information regarding the financial impact of the Samarco dam failure which occurred in November 2015 on BHP Brasil’s share of Samarco’s losses. The financial information disclosed represents the underlying financial information of Samarco updated to reflect the Group’s best estimate of the costs to resolve all aspects of the Federal Public Prosecution Office claim and Framework Agreement.

3 Includes cash and cash equivalents of US$419 million (2024: US$251 million) in Samarco and US$53 million in Vicuña.

4 Includes current financial liabilities (excluding trade and other payables and provisions) of US$ nil (2024: US$ nil) in Samarco and US$1 million in Vicuña.

5 Includes non-current financial liabilities (excluding trade and other payables and provisions) of US$4,625 million (2024: US$4,261 million) in Samarco and US$3 million in Vicuña.

6 Any working capital funding provided to Samarco is capitalised as part of the Group’s investments in joint ventures and disclosed as an impairment included within the Samarco impairment expense line item.

In the year ended 30 June 2016, BHP Brasil recognised an impairment of US$525 million to impair its investment in Samarco to US$ nil. Subsequently, additional cumulative impairment losses relating to working capital funding of US$516 million have been recognised. Following the Judicial Reorganisation in September 2023, no further working capital funding has been provided.

8 Share of Samarco’s losses for which BHP Brasil does not have an obligation to fund.

9 Includes depreciation and amortisation of US$165 million (2024: US$165 million; 2023: US$144 million), interest income of US$54 million (2024: US$43 million; 2023: US$42 million), interest expense of US$1,686 million (2024: US$807 million; 2023: US$1,384 million), other finance income in relation to the Judicial Reorganisation of US$ nil (2024: US$1,756 million; 2023: US$ nil) and income tax (expense)/benefit of US$(623) million (2024: US$999 million; 2023: US$(213) million).

10 Includes depreciation and amortisation of US$1 million, interest income of US$ nil, interest expense of US$ nil and income tax benefit/(expense) of US$ nil.

11 Includes accounting policy adjustments mainly related to the removal of foreign exchange gains on excluded dividends payable.

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30 Interests in joint operations

Significant joint operations of the Group are those with the most significant contributions to the Group's net profit or net assets. The Group's interest in the joint operations results are listed in the table below. For a list of the Group's investments in joint operations, refer to Exhibit 8.1 – List of Subsidiaries.

			Group's interest	
			2025	2024
Significant joint operations	**Country of operation**	**Principal activity**	**%**	%
Mt Goldsworthy[1]	Australia	Iron ore mining	**85**	85
Mt Newman[1]	Australia	Iron ore mining	**85**	85
Yandi[1]	Australia	Iron ore mining	**85**	85
Central Queensland Coal Associates	Australia	Coal mining	**50**	50

1 These contractual arrangements are controlled by the Group and do not meet the definition of joint operations. However, as they are formed by contractual arrangement and are not entities, the Group recognises its share of assets, liabilities, revenue and expenses arising from these arrangements.

Assets held in joint operations subject to significant restrictions are as follows:

	Group's share	
	2025	2024
	US$M	US$M
Current assets	**1,967**	1,928
Non-current assets	**25,275**	25,307
Total assets[1]	**27,242**	27,235

1 While the Group is unrestricted in its ability to sell a share of its interest in these joint operations, it does not have the right to sell individual assets that are used in these joint operations without the unanimous consent of the other participants. The assets in these joint operations are also restricted to the extent that they are only available to be used by the joint operation itself and not by other operations of the Group.

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31 Related party transactions

The Group's related parties are predominantly subsidiaries, associates and joint ventures, and key management personnel of the Group. Disclosures relating to key management personnel are set out in note 25 'Key management personnel'. Transactions between each parent company and its subsidiaries are eliminated on consolidation and are not disclosed in this note. In the Consolidated Financial Statements of the Group:

- All transactions to/from related parties are made at arm's length, i.e. at normal market prices and rates and on normal commercial terms.
- Outstanding balances at year-end are unsecured and settlement occurs in cash. Loan amounts owing from related parties represent secured loans made to associates and joint ventures under co-funding arrangements. Such loans are made on an arm's length basis.
- No guarantees are provided or received for any related party receivables or payables.
- No provision for expected credit losses has been recognised in relation to any outstanding balances and no expense has been recognised in respect of expected credit losses due from related parties.
- There were no other related party transactions in the year ended 30 June 2025 (2024: US$ nil), other than those with post-employment benefit plans for the benefit of Group employees. These are shown in note 27 'Employee benefits, restructuring and post-retirement employee benefits provisions'.
- Related party transactions with Samarco are described in note 4 'Significant events – Samarco dam failure'.

Further disclosures related to related party transactions are as follows:

Transactions with related parties

	Joint ventures		Associates	
	2025	2024	**2025**	2024
	US$M	US$M	**US$M**	US$M
Sales of goods/services	**–**	–	**–**	–
Purchases of goods/services	**–**	–	**1,702.477**	1,606.639
Interest income	**–**	–	**–**	–
Interest expense	**–**	–	**–**	–
Dividends received	**–**	–	**374.972**	396.856
Net loans made to/(repayments from) related parties	**–**	–	**–**	–

Outstanding balances with related parties

	Joint ventures		Associates	
	2025	2024	**2025**	2024
	US$M	US$M	**US$M**	US$M
Trade amounts owing to related parties	**–**	–	**224.091**	246.764
Loan amounts owing to related parties	**–**	–	**–**	–
Trade amounts owing from related parties	**–**	–	**1.557**	0.249
Loan amounts owing from related parties	**–**	–	**–**	–

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Unrecognised items and uncertain events

32 Contingent liabilities

	2025	2024
	US$M	US$M
Associates and joint ventures[1]	**1,664**	1,492
Subsidiaries and joint operations[1]	**911**	859
Total	**2,575**	2,351

[1] There are a number of matters, for which it is not possible at this time to provide a range of possible outcomes or a reliable estimate of potential future exposures, and for which no amounts have been included in the table above.

A contingent liability is a possible obligation arising from past events and whose existence will be confirmed only by occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Group. A contingent liability may also be a present obligation arising from past events but is not recognised on the basis that an outflow of economic resources to settle the obligation is not viewed as probable, or the amount of the obligation cannot be reliably measured.

When the Group has a present obligation, an outflow of economic resources is assessed as probable and the Group can reliably measure the obligation, a provision is recognised.

The Group has entered into various counter-indemnities of bank and performance guarantees related to its own future performance, which are in the normal course of business. The likelihood of these guarantees being called upon is considered remote.

The Group presently has tax matters, litigation and other claims, for which the timing of resolution and potential economic outflow are uncertain. Obligations assessed as having probable future economic outflows capable of reliable measurement are provided at reporting date and matters assessed as having possible future economic outflows capable of reliable measurement are included in the total amount of contingent liabilities above. Individually significant matters, including narrative on potential future exposures incapable of reliable measurement, are disclosed below, to the extent that disclosure does not prejudice the Group.

Uncertain tax and royalty matters

The Group is subject to a range of taxes and royalties across many jurisdictions, the application of which is uncertain in some regards. Changes in tax law, changes in interpretation of tax law, periodic challenges and disagreements with tax authorities, and legal proceedings result in uncertainty of the outcome of the application of taxes and royalties to the Group's business.

To the extent uncertain tax and royalty matters give rise to a contingent liability, an estimate of the potential liability is included within the table above, where it is capable of reliable measurement.

Samarco contingent liabilities

The table above includes contingent liabilities related to the Group's equity accounted investment in Samarco to the extent they are capable of reliable measurement. Details of contingent liabilities related to Samarco are disclosed in note 4 'Significant events – Samarco dam failure'.

Divestments and demergers

Where the Group divests or demerges entities, it is generally agreed to provide certain indemnities to the acquiring or demerged entity. Such indemnities include those provided as part of the demerger of South32 Ltd in May 2015, divestment of Group's Onshore US assets in September 2018 and October 2018, divestment of BMC in May 2022 and the merger of the Group's Petroleum business with Woodside in June 2022. No material claims have been made pursuant to these indemnities as at 30 June 2025.

33 Subsequent events

On 15 August 2025, the Group entered into a binding agreement for the divestment of the Carajás assets in Brazil to a wholly-owned subsidiary of CoreX Holding for total consideration of up to US$465 million. Subject to the satisfaction of customary closing conditions (including regulatory approvals), the transaction is expected to complete in early calendar year 2026. The Group does not expect a material income statement impact as a result of the divestment in FY2026.

Other than the matters outlined above or elsewhere in the Financial Statements, no matters or circumstances have arisen since the end of the financial year that have significantly affected, or may significantly affect, the operations, results of operations or state of affairs of the Group in subsequent accounting periods.

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Other items

34 Auditor’s remuneration

	2025	2024	2023
	US$M	US$M	US$M
Fees payable to the Group’s auditors for assurance services			
Audit of the Group’s Annual Report	**10.295**	10.558	9.700
Audit of the accounts of subsidiaries, joint ventures and associates	**0.551**	0.534	0.551
Audit-related assurance services required by legislation to be provided by the auditor	**1.814**	1.871	1.808
Other assurance and agreed-upon procedures under legislation or contractual arrangements	**2.093**	2.261	1.991
Total assurance services	**14.753**	15.224	14.050
Fees payable to the Group’s auditors for non-assurance services			
Other services	–	0.498	0.180
Total other services	–	0.498	0.180
Total fees	**14.753**	15.722	14.230

All amounts were paid to EY or EY affiliated firms with fees determined, and predominantly billed, in US dollars.

Fees payable to the Group’s auditors for assurance services

Audit of the Group’s Annual Report comprises fees for auditing the statutory financial report of the Group and includes audit work in relation to compliance with section 404 of the US Sarbanes-Oxley Act.

Audit-related assurance services required by legislation to be provided by the auditors mainly comprises review of the half-year report.

Other assurance services comprise assurance in respect of the Group’s sustainability reporting, economic contribution reporting, and other non-statutory reporting.

Fees payable to the Group’s auditors for other services

No amounts were payable for other services in FY2025. Other services provided in FY2024 and FY2023 primarily relate to an independent assessment of technology project governance.

35 Not required for US reporting

36 Not required for US reporting

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37 New and amended accounting standards and interpretations and changes to accounting policies

New and amended accounting pronouncements on issue but not yet effective

IFRS 18/AASB 18 'Presentation and Disclosure in Financial Statements' (IFRS 18)

On 9 April 2024 and 14 June 2024, the IASB and AASB, respectively, issued IFRS 18 which will replace IAS 1 'Presentation of Financial Statements' for reporting periods beginning on or after 1 January 2027, with early application permitted.

IFRS 18 introduces new requirements on presentation within the statement of profit or loss, including specified totals and subtotals, and classification within the cash flow statement, including for interest and dividends. The standard also requires disclosure of management-defined performance measures and includes new requirements for aggregation and disaggregation of financial information based on the identified roles of the primary financial statements and the notes. Management is currently assessing the impact of IFRS 18 on presentation and disclosures in the Group's Financial Statements.

Nature-dependent Electricity - IFRS 9/AASB 9 Financial Instruments and IFRS 7/AASB 7 Financial Instruments: Disclosures amendments

Amendments to IFRS 9 and IFRS 7, effective from 1 January 2026, aim to improve reporting of nature-dependent electricity contracts (such as power purchase agreements) by clarifying the 'own-use' exemption and hedge accounting requirements for such arrangements, as well as introducing additional disclosure requirements. Management is currently assessing the impact of the amendments and while no material impact has been identified to date, future impacts may arise as the Group enters into new or amends existing arrangements.

A number of other accounting standards and interpretations have been issued and will be applicable in future periods. While these remain subject to ongoing assessment, no significant impacts have been identified to date.

These pronouncements have not been applied in the preparation of these Financial Statements.

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1A Reports of Independent Registered Public Accounting Firm

Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of BHP Group Limited

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of BHP Group Limited (the "Company") as of 30 June 2025 and 2024, the related consolidated income statements, consolidated statements of comprehensive income, consolidated statements of changes in equity, and consolidated cash flow statements for each of the three years in the period ended 30 June 2025, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at 30 June 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended 30 June 2025, in conformity with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the Company's internal control over financial reporting as of 30 June 2025, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated 22 August 2025 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether to due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the Risk and Audit Committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgements. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

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Carrying value of property, plant and equipment

Description of the Matter

As disclosed in Note 11 and Note 13 to the consolidated financial statements, the Company recorded US$76,457 million in property, plant and equipment as of 30 June 2025. The Company performed an assessment of indicators of impairment and impairment reversal for all CGUs.

Auditing management's assessment of indicators of impairment and impairment reversal was complex due to the high degree of subjectivity in evaluating internal and external sources of information, including forecast commodity prices, discount rates, future production volumes and the impact of climate change.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the controls over the Company's process to assess indicators of impairment or impairment reversal.

In performing the procedures to assess the internal and external sources of information used by the Company when considering if indicators of impairment and impairment reversal exist, we; (1) involved our valuation specialists to assess the reasonableness of forecast commodity prices and discount rates by comparison to analyst and broker forecasts, and external market data, and evaluation of the valuation methodology; (2) evaluated the reasonableness of future production volumes to be extracted from estimated reserves by comparing future production volumes to observed performance. We used our mining reserves specialists to assist in assessing the Company's reserve methodology and its compliance with relevant industry and regulatory guidance; (3) with the assistance of our climate change specialists, assessed the reasonableness of the impact of climate change; and (4) tested the mathematical accuracy of the models used and assessed the competence, qualifications, and objectivity of management's internal and external specialists.

Finally, we assessed the adequacy of the disclosures within Notes 11 and 13 of the consolidated financial statements.

Closure and rehabilitation provisions

Description of the Matter

As disclosed in Note 15 to the consolidated financial statements, the Company recorded US$10,468 million in closure and rehabilitation provisions as at 30 June 2025.

Provisions for closure and rehabilitation are recognised by the Company when there is a present legal or constructive obligation, it is probable that an outflow of resources will be required to settle the obligation, and the amount can be reliably estimated.

The Company estimates the individual site provisions using the expected value of future cash flows required to close and rehabilitate the relevant site using current restoration standards and techniques and taking into account risks and uncertainties. Individual site provisions are discounted to the present value using currency specific risk-free discount rates aligned to the estimated timing of cash outflows.

Auditing management's closure and rehabilitation provisions was complex and highly judgemental due to the significant estimation uncertainty within the key assumptions. Specifically, there was significant judgement in determining the expected life of sites including the impact of climate change, estimated cost and extent of rehabilitation activities, timing of activities, and the discount rates used. As a result of these inputs the provisions have a significant estimation uncertainty and a wide range of potential outcomes.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's closure and rehabilitation provision estimate process. Specifically, our procedures involved testing the controls around the significant estimates and assumptions, such as the costs associated with future closure activities, the extent and period of post-closure monitoring and maintenance, the impact of climate change, and the timing of cash flows and closure of operations.

Our procedures included evaluation of the completeness and accuracy of data used within management's estimate.

We tested that the future closure and rehabilitation costs were consistent with the closure plans prepared by management's internal specialists. We compared the expected life of sites and resulting timing of closure activities used in the provision to the life of asset plans prepared by management's internal specialists.

With the assistance of our rehabilitation specialists, we evaluated a sample of closure and rehabilitation provisions for operating and closed sites. Our testing included evaluating the closure and rehabilitation plans based on the relevant legal and regulatory requirements. In addition, we compared the timing of future cash flows and cost estimates against the closure and rehabilitation plan, environmental studies, and industrial practices.

We evaluated the discount rates used against market data.

With the assistance of both our climate change and rehabilitation specialists, we evaluated the Company's consideration of climate change, estimates related to post closure monitoring and maintenance and the timing of closure activities impacted by mine operating lives within the closure and rehabilitation provision.

We tested the mathematical accuracy of the closure and rehabilitation provision calculations and assessed the competence, qualifications, and objectivity of management's internal and external specialists. Finally, we assessed the adequacy of the disclosures within Notes 15 and 16 to the consolidated financial statements.

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Samarco dam failure provisions recognised and the contingent liabilities disclosed

Description of the Matter

As described in Notes 3, 4, and 32 to the consolidated financial statements, the Company recorded a loss of US$914 million (pre-tax) for the year ended 30 June 2025 and recognised provisions of US$5,849 million arising as a consequence of the Samarco dam failure as of 30 June 2025. The provision reflects the future cost estimates associated with the obligations set out in the Settlement Agreement reached with the Brazilian Public Authorities in October 2024. The Company recognises a provision when it has a present obligation, and an outflow of economic resources is probable, and the obligation can be reliably measured. Contingent liabilities related to the Samarco dam failure are disclosed in Note 4 and 32.

Auditing management's estimate of the Samarco dam failure provisions and contingent liabilities disclosure was complex and highly judgemental due to the significant estimation uncertainty in determining the measurement and completeness of future cost estimates associated with the Company's obligations set out in the Settlement Agreement. As the secondary obligor, BHP is required to fund 50% of the obligations to the extent that Samarco, as the primary obligor, cannot fund the obligations. There was also significant judgement in determining the extent to which Samarco is able to directly fund any future obligations. As a result the provision has a significant estimation uncertainty and a wide range of potential outcomes.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of the Company's controls in determining the Samarco dam failure provisions and contingent liabilities and the relevant disclosures within the consolidated financial statements. Specifically, we tested management's controls over the significant assumptions as described above and the completeness and accuracy of data used within management's estimates.

To test the provisions, we performed audit procedures that included, amongst others, assessing methodologies and testing the significant assumptions discussed above and underlying data used by the Company in its analysis. We tested a sample of cost estimates used to source documents. We compared the nature and extent of activities included in the future cost estimates. We tested the extent to which Samarco is able to directly fund any future obligations. We also tested the mathematical accuracy of the models used to calculate the provisions. To assess management's ability to forecast, we compared the prior years' forecasted cash flows to actual results and understood key differences.

To assess the status of claims and contingent liability disclosures, we held discussions with the Company's internal legal counsel regarding ongoing Samarco dam failure litigation matters. In addition, we obtained legal confirmations and inspected communications with the Company's external legal counsel.

We evaluated the competence, qualifications and objectivity of the Company's experts who assisted management in estimating the provision by considering the scope of work, their professional qualifications and remuneration structure. We also assessed the adequacy and completeness of the disclosures within Notes 4 and 32 to the consolidated financial statements.

/s/ Ernst & Young

We have served as the Company's auditor since 2019.

Melbourne, Australia

22 August 2025

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Report of Independent Registered Public Accounting Firm

To the Shareholders and the Board of Directors of BHP Group Limited

Opinion on Internal Control Over Financial Reporting

We have audited BHP Group Limited's internal control over financial reporting as of 30 June 2025, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework) (the "COSO criteria"). In our opinion, BHP Group Limited (the "Company") maintained, in all material respects, effective internal control over financial reporting as of 30 June 2025, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) ("PCAOB"), the consolidated balance sheets of the Company as of 30 June 2025 and 2024, the related consolidated income statements, consolidated statements of comprehensive income, consolidated statements of changes of equity, and consolidated cash flow statements for each of the three years in the period ended 30 June 2025, and the related notes (collectively referred to as the "consolidated financial statements") and our report dated 22 August 2025 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying section 9.2 Corporate Governance Statement/ Management's assessment of internal control over financial reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorisations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorised acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young
Melbourne, Australia
22 August 2025

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2 Not required for US reporting

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3 Directors' declaration

In accordance with a resolution of the Directors of BHP Group Limited, the Directors declare that:

(a) in the Directors' opinion the Financial Statements and notes are in accordance with the Australian Corporations Act 2001 (Cth), including:

  (i) complying with the applicable Accounting Standards and the Australian Corporations Regulations 2001 (Cth); and

  (ii) giving a true and fair view of the assets, liabilities, financial position and profit or loss of BHP Group Limited and the Group as at 30 June 2025 and of their performance for the year ended 30 June 2025

(b) [intentionally omitted]

(c) the Financial Statements comply with International Financial Reporting Standards, as disclosed in the Basis of preparation to the Financial Statements

(d) to the best of the Directors' knowledge, the management report (comprising the Operating and Financial Review and Directors' Report) includes a fair review of the development and performance of the business and the position of BHP Group Limited and the undertakings included in the consolidation taken as a whole, together with a description of the principal risks and uncertainties that the Group faces

(e) in the Directors' opinion there are reasonable grounds to believe that BHP Group Limited will be able to pay its debts as and when they become due and payable

(f) as at the date of this declaration, there are reasonable grounds to believe that BHP Group Limited and each of the members of the Closed Group identified in Exhibit 8.1 - List of Subsidiaries will be able to meet any liabilities to which they are, or may become, subject because of the Deed of Cross Guarantee between BHP Group Limited and those group entities pursuant to ASIC Corporations (Wholly-owned Companies) Instrument 2016/785

(g) the Directors have been given the declarations required by Section 295A of the Australian Corporations Act 2001 (Cth) from the Chief Executive Officer and Chief Financial Officer for the financial year ended 30 June 2025

Signed in accordance with a resolution of the Board of Directors.

/s/ Ross McEwan

Ross McEwan
Chair

/s/ Mike Henry

Mike Henry
Chief Executive Officer

19 August 2025

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4 Not required for US reporting

5 Included as section 1A

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Exhibit 2.1

Description of rights of each class of securities
registered under Section 12 of the Securities Exchange Act of 1934 (the "Exchange Act")

American Depositary Shares ("ADSs") representing two ordinary shares (the "shares") of BHP Group Limited ("BHP") are listed and traded on the New York Stock Exchange and, in connection with this listing (but not for trading), the shares are registered under Section 12(b) of the Exchange Act. This exhibit contains a description of the rights of (i) the holders of shares and (ii) ADS holders. Shares underlying the ADSs are held by Citibank N.A., as depositary, and holders of ADSs will not be treated as holders of the shares.

Shares

Type and Class of Securities (Item 9.A.5 of Form 20-F)

BHP's shares are of no par value. The number of shares that have been issued as of the last day of the financial year ended June 30, 2025 is given in Note 17 'Share capital' in the Financial Statements of the Form 20-F for the financial year ended June 30, 2025 (the "Form 20-F"). BHP's shares are uncertificated registered shares, and may be transferred electronically through trading on the stock exchanges on which they are listed. Under BHP's constitution, the Board of Directors has a power to refuse to register any transfer of securities where the registration would result in a contravention of (or failure to observe) any applicable law or the listing rules of ASX Limited ("ASX Listing Rules"), where BHP has a lien over the securities, where the securities are subject to forfeit, where the transfer would be in favor of more than four persons jointly, or where otherwise permitted under the ASX Listing Rules.

Preemptive Rights (Item 9.A.3 of Form 20-F)

Not applicable.

Limitations or Qualifications (Item 9.A.6 of Form 20-F)

A description of how the constitution of BHP limits or qualifies the rights of the shares is provided in sections "Additional information – 9.4 Constitution – Rights attaching to shares" and "Additional information – 9.4 Constitution – Redemption of preference shares" of the Form 20-F.

Other Rights (Item 9.A.7 of Form 20-F)

Not applicable.

Rights of the Shares (Item 10.B.3 of Form 20-F)

See sections "Additional information – 9.4 Constitution", "Additional information – 9.5 Share ownership" and "Additional information – 9.6 Dividends" of the Form 20-F.

Requirements for Amendments (Item 10.B.4 of Form 20-F)

See section "Additional information – 9.4 Constitution – Variation of class rights" of the Form 20-F.

Limitations on the Rights to Own Shares (Item 10.B.6 of Form 20-F)

See sections "Additional information – 9.4 Constitution – Limitations of rights to own securities" and "Additional information – 9.9 Government regulations – Shareholding limits" of the Form 20-F.

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Provisions Affecting Any Change of Control (Item 10.B.7 of Form 20-F)

Not applicable.

Ownership Threshold (Item 10.B.8 of Form 20-F)

There are no provisions in BHP's constitution governing the ownership threshold above which shareholder ownership must be disclosed. Shareholders will, however, be required to disclose shareholder ownership in accordance with the Australian Corporations Act 2001 (Cth), the Australian Corporations Regulations 2001 (Cth), and the Disclosure Guidance and Transparency Rules of the UK Financial Conduct Authority.

Differences Between the Law of Different Jurisdictions (Item 10.B.9 of Form 20-F)

See "Rights of the Shares" and "Limitations on the Rights to Own Shares" above.

Changes in Capital (Item 10.B.10 of Form 20-F)

Not applicable.

American Depositary Shares (Items 12.D.1 and 12.D.2 of Form 20-F)

Citibank, N.A., as depositary, will issue the ADSs representing shares. Citibank, N.A., has been appointed as the depositary pursuant to the deposit agreement among the depositary, the holders the ADSs thereunder, and BHP (as amended, the "deposit agreement"). Each ADS represents two shares. The depositary's principal office at which the ADSs will be administered is located at 388 Greenwich Street, New York, New York 10036.

You may hold ADSs either directly or indirectly through your broker or other financial institution. If you hold ADSs directly, by having ADSs registered in your name on the books of the depositary, you are an ADS holder. This description assumes you hold your ADSs directly. If you hold the ADSs indirectly, you must rely on the procedures of your broker or other financial institution to assert the rights of ADS holders described in this section. You should consult with your broker or financial institution to find out what those procedures are. Your ADSs may be issued on the books of the depositary in book-entry form, in which case your ADSs will be held through the depositary's direct registration system reflecting your ownership of these ADSs, or your ADSs may be evidenced by one or more American Depositary Receipts ("ADRs").

As an ADS holder, BHP will not treat you as one of its shareholders and you will not have shareholder rights. The depositary or its nominee will be the holder of record of the shares underlying your ADSs. As a holder of ADSs, you will have ADS holder rights. The deposit agreement entered into among BHP, the depositary, you, as an ADS holder, and the other holders and beneficial owners of ADSs sets out ADS holder rights as well as the rights and obligations of the depositary. New York law governs the deposit agreement and the ADRs. Because the depositary or its nominee will actually be the record owner of the shares, you must rely on it to exercise the rights of a shareholder on your behalf.

The following is a summary of the material provisions of the deposit agreement. For more complete information, you should read the deposit agreement and form of ADR. The deposit agreement has been filed with the SEC as an exhibit to a Registration Statement on Form F-6 (File No. 333-259259) on September 2, 2021 and as amended on July 29, 2022 by an amendment filed with the SEC on June 11, 2025 as an exhibit to a Registration Statement on Form F-6 (File No. 333-287944) (the "2025 Form F-6). The form of ADR has been filed with the SEC on June 11, 2025 as an exhibit to the 2025 Form F-6.

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Voting Rights

How do you vote?

You may instruct the depositary to vote the shares underlying your ADSs, but only if BHP requests the depositary to ask for your instructions. Otherwise, you will be unable to exercise your right to vote unless you withdraw the shares. However, you may not have sufficient advance notice of the meeting in order to withdraw the shares in time to exercise your right to vote.

If BHP requires the depositary to ask for your instructions, the depositary will notify you of the upcoming vote and, upon receipt of voting materials from BHP, will arrange to deliver BHP voting materials to you. The materials will (1) describe the matters to be voted on and (2) explain how you may instruct the depositary to vote the shares or other deposited securities underlying your ADSs as you direct. For instructions to be valid, the depositary must receive them on or before the date specified in the voting materials. The depositary has agreed that it will try to vote or to have its agents vote the shares or other deposited securities as you instruct, insofar as it is practicable and permitted under applicable law, the deposit agreement, the provisions of the deposited securities and BHP's constitution. The depositary will only vote or attempt to vote as you instruct.

If no voting instructions are received by the depositary from you with respect to any of the deposited securities represented by the ADSs on or before the date established by the depositary for submission of such instructions, the depositary will not vote such deposited securities. Voting instructions received from ADS holders will be aggregated and the depositary will try to vote or cause to be voted the deposited securities in accordance with these voting instructions.

BHP cannot assure you that you will receive the voting materials in time to ensure that you can instruct the depositary to vote the shares underlying your ADSs. In addition, the depositary and its agents are not responsible for failing to carry out voting instructions or for the manner of carrying out voting instructions, provided that such nonaction or action is in good faith. This means that you may not be able to exercise your right to vote and there may be nothing you can do if the shares underlying your ADSs are not voted as you requested.

Dividends and Other Distributions

How will you receive dividends and other distributions on the shares?

The depositary has agreed to pay to you the cash dividends or other distributions it or the custodian receives on shares or other deposited securities, after converting any cash received into U.S. dollars, and, in all cases, deducting its fees and expenses and any taxes required to be withheld. You will receive these distributions in proportion to the number of shares your ADSs represent.

Cash. The depositary will convert any cash dividend or other cash distribution BHP pays on the shares into U.S. dollars, if it can do so on a reasonable basis and can transfer the U.S. dollars to the United States. If that is not possible or if any government approval is needed and cannot be obtained, the deposit agreement allows the depositary to distribute the foreign currency only to those ADS holders to whom it is possible to do so. It will hold the foreign currency it cannot convert for the account of the ADS holders who have not been paid. It will not invest the foreign currency and it will not be liable for any interest.

Before making a distribution, any withholding taxes that must be paid will be deducted. In addition, before any distribution, the fees and expenses of the depositary will be deducted. It will distribute only whole U.S. dollars and cents. If the exchange rates fluctuate during a time when the depositary cannot convert the foreign currency, you may lose some or all of the value of the distribution.

Shares. The depositary may distribute additional ADSs representing any shares BHP distributes as a dividend or free distribution of shares. The depositary will only distribute whole ADSs. In lieu of delivering fractional ADSs, the depositary will sell shares or ADSs by public or private sale and distribute the net proceeds in the same way as it does with cash. If the depositary does not distribute additional ADSs, the outstanding ADSs will also represent the new shares.

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Rights to purchase additional shares. If BHP offers holders of its securities any rights to subscribe for additional shares, the depositary will make these rights available to you if (i) BHP has timely requested such rights be made available to you, (ii) BHP shall have delivered to the depositary satisfactory documentation in accordance with the deposit agreement and (iii) the depositary shall have determined such distribution is reasonably practicable. If the depositary decides it is not reasonably practicable to make the rights available, BHP does not meet the requirements of (i) or (ii) above, or any rights are not exercised and appear to be about to lapse, but that it is legal and practical to sell the rights, the depositary will sell the rights and distribute the proceeds in the same way as it does with cash. The depositary will allow rights that are not distributed or sold to lapse. In that case, you will receive no value for them.

Other distributions. The depositary will distribute to you any property distributed on deposited securities, other than cash, shares and rights, provided that (i) BHP has timely requested such distribution be made available to you, (ii) BHP shall have delivered satisfactory documentation in accordance with the deposit agreement and (iii) the depositary shall have determined such distribution to be reasonably practicable. The depositary will make any such distribution in such manner it deems practicable. If it cannot make the distribution BHP determines to be distributed to you, it will sell such property in whatever means it deems practicable and distribute the net proceeds, in the same way as it does with cash.

Neither BHP nor the depositary is responsible if it decides that it is unlawful or impracticable to make a distribution available to any ADS holders. BHP has no obligation to register ADSs, shares, rights or other securities under the Securities Act. BHP also has no obligation to take any other action to permit the distribution of ADSs, ADRs, shares, rights or anything else to ADS holders. This means that you may not receive the distributions BHP makes on the shares or any value for them if it is illegal or impractical for BHP to make them available to you. There can be no assurance that the depositary will be able to convert any currency at a specified exchange rate or sell any property, rights or shares or the securities at a specified price, nor that any such transaction can be completed in a specified time.

Notices and Reports

The depositary will make available for ADS holders' inspection at its principal office any notices, reports and communications, including any proxy soliciting material, that it receives from BHP, if those notices, reports and communications are both (a) received by the depositary as the holder of the deposited securities and (b) made generally available by BHP to the holders of the deposited securities. The depositary will also make available to ADS holders copies of such reports when furnished by BHP pursuant to the deposit agreement. In addition, BHP is subject to the periodic reporting requirements of the Exchange Act and, accordingly, file certain reports with the SEC. Such reports and documents can be retrieved from the SEC's website (www.sec.gov).

Reclassifications, Recapitalizations and Mergers

If BHP takes certain actions that affect the deposited securities, including (i) any change in par value, split up, cancellation, consolidation or other reclassification of deposited securities or (ii) any recapitalization, reorganization, merger, consolidation or sale of assets affecting BHP or to which it is a party, then the depositary may choose to:

- issue and deliver additional ADSs as in the case of a share dividend;
- amend the deposit agreement and the ADRs;
- amend the applicable Registration Statement on Form F-6 filed with the SEC in respect of the ADSs;
- call for the surrender of outstanding ADRs to be exchanged for new ADRs; and
- take any other actions as are reasonably requested by BHP or as the depositary, in consultation with BHP, considers appropriate to reflect the transaction.

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Amendment and Termination

How may the deposit agreement be amended?

BHP may agree with the depositary to amend the deposit agreement and the form of the ADRs without your consent if BHP and the depositary deem it necessary or desirable. If an amendment adds or increases fees or charges (other than charges in connection with foreign exchange control regulations, and taxes and other governmental charges, delivery and other such expenses), or materially prejudices a substantial right of ADS holders, it will not become effective for outstanding ADRs until 30 days after the ADS holders have been given notice of the amendment. At the time an amendment becomes effective, you are considered, by continuing to hold your ADSs, to agree to the amendment and to be bound by the form of the ADRs and the deposit agreement as amended.

How may the deposit agreement be terminated?

The depositary will terminate the deposit agreement at BHP's direction by distributing notice of termination to the ADS holders then outstanding at least 90 days prior to the date fixed in such notice for such termination. If, at any time, 90 days shall have expired after the depositary shall have delivered to BHP a written notice of its election to resign or BHP has delivered to the depositary written notice of BHP's election to remove the depositary, and a successor depositary shall not have been appointed and have accepted its appointment, the depositary may also terminate the deposit agreement by providing notice of termination at least 90 days prior to the date of termination to BHP and the holders of ADSs then outstanding.

After termination, the depositary and its agents will do the following under the deposit agreement but nothing else: collect dividends and distributions on the deposited securities, sell rights and other property received in respect of deposited securities, deliver shares and other deposited securities upon cancellation of ADSs and take such actions as may be required under applicable law in connection with its role as depositary. At any time after termination, the depositary may sell any remaining deposited securities by public or private sale. After that, the depositary will hold the money it received from the sale, as well as any other cash it is holding under the deposit agreement for the pro rata benefit of the ADS holders that have not surrendered their ADSs. The depositary will not invest the money and has no liability for interest. The depositary's only obligations will be to account for the money and other cash, and other obligations as may be required under applicable law in connection with the termination of the deposit agreement. After termination, BHP's only obligations will be to indemnify the depositary and to pay fees and expenses of the depositary that BHP agreed to pay.

Inspection of Transfer Books

The depositary will keep books at its principal office for the registration and transfer of ADSs, which will be open for your inspection at all reasonable times. However, such inspection shall not be for the purpose of communicating with other owners of ADSs in the interest of a business or object other than BHP's business or other than a matter related to the deposit agreement or the ADSs.

Deposit, Withdrawal and Cancellation

How are ADSs issued?

The depositary will issue ADSs if you or your broker deposit shares or evidence of rights to receive shares with the custodian and pay fees and expenses and any taxes or charges, such as share transfer registration fees owing to the depositary under the deposit agreement. Shares deposited with the custodian must be accompanied by certain delivery documentation, including documentation showing confirmation of the book-entry transfer and recordation of the shares to the custodian or that such irrevocable instructions have been given and any necessary governmental approvals have been obtained. Upon each deposit of shares, receipt of related delivery documentation and compliance with the other provisions of the deposit agreement, including the payment of the fees and charges of the depositary and any taxes or other fees or charges owing, the depositary will issue ADSs in the name or upon the order of the person entitled thereto.

All of the ADSs issued will be part of the depositary's direct registration system, and a registered holder will receive periodic statements from the depositary which will show the number of ADSs registered in such holder's name. An ADS holder can request that the ADSs not be held through the depositary's direct registration system and that an ADR be issued. The custodian will not accept a deposit of fractional shares or a number of shares which would give rise to fractional ADSs.

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The custodian will hold all deposited shares for the account of the depositary. ADS holders thus have no direct ownership interest in the shares and only have such rights as are contained in the deposit agreement. The custodian will also hold any additional securities, property and cash received on or in substitution for the deposited shares. The deposited shares and any such additional items are referred to as "deposited securities".

How do ADS holders cancel an ADS and obtain shares?

You may turn in your ADRs at the depositary's principal office or, in the case of direct registration ADS, provide proper instructions and documentation for cancellation of ADSs. Upon payment of its fees and expenses and of any taxes or charges, such as share transfer registration fees, the depositary will deliver the shares represented by the corresponding amount of ADSs or ADRs and any other deposited securities underlying the ADSs or ADRs to you or a person you designate in accordance with your order. Any dividends or other cash held in respect of the deposited securities so delivered shall be delivered to you at the office of the custodian, or, at your request, risk and expense, the depositary will direct the custodian to forward (to the extent permitted by law) any cash or other property (other than securities) for delivery at its principal office.

The depositary shall not accept for surrender ADSs representing less than one share. In the case of delivery to it of ADSs representing a number other than a whole number of shares, the depositary shall cause ownership of the appropriate whole number of shares to be delivered in accordance with the deposit agreement, and shall, at the discretion of the depositary, either (i) return to the person surrendering such ADSs the number of ADSs representing any remaining fractional share, or (ii) sell or cause to be sold the fractional share represented by the ADSs so surrendered and remit the proceeds of such sale (net of (a) applicable fees and charges of, and expenses incurred by, the depositary and (b) taxes withheld) to the person surrendering the ADSs.

Requirements for Depositary Actions

Before the depositary will take certain actions, including deliver or register a transfer of an ADS, make a distribution on an ADS, or permit withdrawal of shares, the depositary may require:

- payment for any tax or other governmental charges and share transfer or registration fee with respect thereto and payment of any applicable fees and charges of the depositary;
- satisfactory proof of the identity and genuineness of any signature or any other matters contemplated by the deposit agreement; and
- compliance with any laws or governmental regulations, or such reasonable regulations that the depositary and BHP may establish consistent with the deposit agreement.

The depositary may refuse to deliver ADSs or register transfers of ADSs generally when the transfer books of the depositary or BHP's transfer books are closed or if any such action is deemed necessary or advisable by the depositary or BHP, in good faith, at any time or from time to time because of any requirement of law or regulation, any government or governmental body or commission or any securities exchange on which shares or ADSs are listed, or under any provision of the deposit agreement or ADRs, if applicable, or under any provision of, or governing, the deposited securities, or because of a meeting of BHP's shareholders or for any other reason, subject, in all cases to compliance with U.S. securities laws.

Your Right to Receive the Shares Underlying Your ADSs

You have the right to cancel your ADSs and withdraw the underlying shares at any time except:

- when temporary delays arise because: (i) the depositary has closed its transfer books or BHP has closed its transfer books; (ii) the transfer of shares is blocked to permit voting at a shareholders' meeting; or (iii) BHP is paying a dividend on its shares;
- when you or other ADS holders seeking to withdraw shares owe money to pay fees, taxes and similar charges; or
- when it is necessary to prohibit withdrawals in order to comply with any laws or governmental regulations that apply to ADSs or to the withdrawal of shares or other deposited securities.

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Limitations on Obligations and Liability

The deposit agreement expressly limits BHP's obligations and the obligations of the depositary. It also limits BHP's liability and the liability of the depositary. BHP and the depositary:

- are not liable if either of them is prevented or delayed by law, regulation, any other governmental authority or regulatory authority or stock exchange, BHP's constitution, any provision of or governing any deposit securities or any act of god or war or other circumstances beyond BHP's control from performing BHP's obligations under the deposit agreement;
- are not liable if either of them exercises or fails to exercise discretion permitted under the deposit agreement, the provisions of or governing the deposited securities or BHP's constitution;
- are not liable for any action or inaction in reliance upon the advice of or information from legal counsel, any person presenting shares for deposit, any holder, any beneficial owner or authorized representative thereof, or accountants, or any other person believed by it in good faith to be competent to give such advice;
- are not liable for the inability of any ADS holder to benefit from any distribution, offering, right or other benefit which is made available to holders of deposited securities but is not under the terms of the deposit agreement made available to holders of ADSs;
- are not liable for consequential or punitive damages for any breach of the terms of the deposit agreement;
- are only obligated to take the actions specifically set forth in the deposit agreement or the ADRs; and
- have no obligation to become involved in a lawsuit or other proceeding related to the deposited securities, the ADSs or the deposit agreement on your behalf or on behalf of any other party.

BHP and the depositary are protected in acting in reliance upon any written notice, request or other document believed by it to be genuine and to have been signed or presented by the proper party or parties.

Neither BHP nor the depositary will be liable for any failure to carry out any instructions to vote any of the deposited securities, or for the manner in which any vote is cast or the effect of any vote, provided that any such action or omission is in good faith and in accordance with the terms of the deposit agreement or incur any liability for any failure to determine that any distribution or action may be lawful or reasonably practicable, for any investment risk associated with acquiring an interest in the deposited securities, for the validity or worth of the deposited securities or for any tax consequences that may result from the ownership of ADSs, shares or deposited securities, or for the credit worthiness of any third party. The depositary will not be liable for the content of any information submitted to it by BHP for distribution to the holders or for any inaccuracy of any translation thereof, for allowing any rights to lapse upon the terms of the deposit agreement or for the failure or timeliness of any notice of BHP.

In the deposit agreement, BHP and the depositary agree to indemnify each other under certain circumstances.

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Exhibit 4.1

Summary of terms of employment for Mike Henry – Chief Executive Officer, BHP

1. Term

Mr Henry is employed under a single employment agreement with the BHP Group with no fixed term. The contract is applicable with effect from the date of Mr Henry's appointment as Chief Executive Officer (CEO) on 1 January 2020. Mr Henry's performance and remuneration will be reviewed at the end of each financial year.

The Group retains the right to terminate the contract by giving 12 months' notice or by making payment in lieu of notice of 12 months' base salary plus the relevant contribution to a superannuation or pension scheme. Mr Henry is also entitled to any accrued entitlements such as earned but untaken leave. Mr Henry has a right to terminate the contract by giving 12 months' notice.

2. Fixed Salary and Retirement Benefits

Mr Henry is paid a base salary which is reviewed annually, and any increase to his base salary is disclosed annually in the Remuneration Report (which is a section in BHP's fiscal year Annual Report). Effective 1 September 2025, Mr. Henry's base salary is US$1,970,000 per annum. He is entitled to an additional sum equal to 10 per cent of base salary which he may pay into a superannuation or pension scheme, defer receipt of until retirement under the retirement savings plan, or take as a cash payment in lieu of retirement benefits.

Where Mr Henry elects to allocate the retirement contribution to a superannuation or pension scheme, or the retirement savings plan, the rules of the relevant plans will apply.

3. Benefits

Mr Henry receives additional benefits including the cost of private health, life and disability insurance, car parking, fringe benefits tax and the preparation of multi-jurisdictional taxation returns.

4. Incentive arrangements

Mr Henry is eligible to participate in incentive arrangements offered by BHP from time to time. Initially, Mr Henry will participate in the Cash and Deferred Plan (CDP) and the Long Term Incentive Plan (LTIP). The CDP and LTIP operate under the Equity and Cash Incentive Plan Rules, which were adopted on 25 September 2023, and are filed as an exhibit to the BHP Group annual report on Form 20-F for the year ended 30 June 2025.

CDP

Under the rules of the CDP, Mr Henry is entitled to incentive awards calculated by reference to his base salary. For performance at the target level, which requires Mr Henry to meet the rigorous performance hurdles set by the Board, including delivery of the budget, Mr Henry would receive a cash bonus worth 80 per cent of base salary. For performance at the maximum level, Mr Henry would receive a cash bonus of 120 per cent of base salary. Two tranches of CDP deferred rights will be awarded to Mr Henry, each to the equivalent value of the actual cash bonus received. The total CDP target award therefore is 240% of base salary, and 360% of base salary at maximum. These two tranches of deferred rights will vest in two years and five years, respectively.

The grant of deferred rights will be subject to the approval of shareholders where required by applicable listing rules.

LTIP

Long-term incentives are issued under the terms of the LTIP. The number of LTIP performance rights allocated will be, on a face value basis, a maximum of 200 per cent of Mr Henry's base salary, and based on the 12-month average share price and exchange rate up to and including the 30 June preceding the date of grant. LTIP performance rights are subject to service and performance conditions, which are measured five years after the effective date of the grant. Performance conditions are not subject to re-testing.

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The performance condition requires BHP's total shareholder return (TSR) over a five-year performance period to be measured against the TSR of a sector peer group (67 per cent of awards) and the TSR of a global company index (33 per cent of awards). No LTIP performance rights vest if BHP's TSR is below the 50th percentile of the relevant comparator group TSR, and in this case, the LTIP performance rights will be forfeited. 25 per cent of LTIP performance rights vest if BHP's TSR is at the 50th percentile of the relevant comparator group TSR. For all LTIP performance rights to vest, BHP's TSR must be at or above the 80th percentile TSR of the relevant comparator group. For performance between the 50th percentile of the relevant comparator group TSR and the 80th percentile TSR of the relevant comparator group, vesting occurs on a sliding scale from 25 per cent to 100 per cent of LTIP performance rights.

The grant of LTIP performance rights will be subject to the approval of shareholders where required by applicable listing rules.

Both the LTIP and CDP deferred rights (5 year) are underpinned by a holistic review of BHP's performance on safety, sustainability (including climate change), financial, corporate governance and conduct at the end of the five-year vesting periods. The rules and terms of the CDP and LTIP awards provide the People and Remuneration Committee with an overarching discretion to reduce the number of awards that will vest, notwithstanding that performance and service conditions have been met.

Dividends

A dividend equivalent payment (DEP) is provided on vested CDP deferred rights and vested LTIP performance rights. No payment is made in respect of unvested or lapsed CDP deferred rights and LTIP performance rights. DEPs are paid in the form of shares or cash.

Entitlements on termination

The rules of the CDP and LTIP provide that where employment is terminated by the resignation of the executive, or by the Group for cause, Mr Henry is not entitled to any cash incentive for the year in question and all unvested CDP deferred rights or LTIP performance rights will lapse.

If Mr Henry retires or his employment terminates by mutual agreement:

- he may, at the People and Remuneration Committee's discretion, be considered for a prorata incentive under the CDP for the period of service during that year based on performance;
- CDP two-year deferred rights would vest in full on the original vesting date;
- CDP five-year deferred rights would vest on the original vesting date, with the number of deferred rights to vest reduced prorata to reflect the period of service; and
- he would have a right to retain entitlements to LTIP performance rights, which would vest on the original vesting date, only if, and to the extent, the performance conditions are ultimately met. The number of entitlements Mr Henry would be permitted to retain would be reduced prorata to reflect the period of service.

Special provisions relate to events described as "uncontrollable" such as death and serious injury. In those circumstances, all of the CDP deferred rights and LTIP performance rights that have been awarded, but which have not vested or are not exercisable, vest immediately and/or become immediately exercisable by Mr Henry or his estate.

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5. Minimum shareholding requirement (MSR)

The Board and People and Remuneration Committee has determined that during his term as CEO, Mr Henry will be required to hold BHP securities with a value at least equal to five times one year's pre-tax (gross) base salary, and this applies for two years post-retirement. The value of the securities for the purposes of this requirement is the market value of the underlying shares. Unvested awards do not qualify.

The CEO is expected to grow his holdings to the MSR from the scheduled vesting of his employee awards over time. The MSR is tested at the time that shares are to be sold. Shares may be sold to satisfy tax obligations arising from the granting, holding, vesting, exercise or sale of the employee awards or the underlying shares whether the MSR is satisfied at that time or not.

6. Leave entitlements

Mr Henry will be entitled to the following leave entitlements:

- Annual leave – in accordance with applicable Australian law, currently four weeks per annum.
- Other leave – in accordance with applicable law.

7. Post-employment restraints

Mr Henry will be subject to non-competition and non-solicitation restraints that operate for 12 months after the cessation of his employment.

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Exhibit 4.3

JUDICIAL AGREEMENT FOR FULL AND DEFINITIVE COMPENSATION RELATED TO THE FUNDÃO DAM COLLAPSE

Between

The Federal Government, through the Civil House of the Presidency of the Republic, the General Secretariat of the Presidency of the Republic, the Ministry of the Environment and Climate Change (MMA), the Ministry of Mines and Energy (MME), the Ministry of Health (MS), the Ministry of Agrarian Development and Family Agriculture (MDA), the Ministry of Development and Social Assistance, Family and Fight against Hunger (MDS), Ministry of Fisheries and Aquaculture (MPA), Ministry of Indigenous People (MPI), Ministry of Racial Equality (MIR), Ministry of Transport (MT), Ministry of Cities (MCID), the Brazilian Institute for the Environment and Renewable Natural Resources (IBAMA), the Chico Mendes Institute for Biodiversity Conservation (ICMBio), the National Water and Basic Sanitation Agency (ANA), National Mining Agency (ANM), National Foundation for Indigenous People (FUNAI), National Social Security Institute (INSS), all represented herein by the Federal Attorney General's Office, State of Minas Gerais, State Forestry Institute (IEF), Minas Gerais Water Management Institute (IGAM), State Environmental Foundation (FEAM), State of Espírito Santo, State Environmental and Water Resources Institute (IEMA), Espírito Santo Agricultural and Forestry Defence Institute (IDAF), State Water Resources Agency (AGERH), Federal Public Prosecutor's Office, Minas Gerais Public Prosecutor's Office, Espírito Santo Public Prosecutor's Office, Federal Public Defender's Office, Minas Gerais Public Defender's Office and Espírito Santo Public Defender's Office.
(Promisors)

Samarco Mineração S.A. - under judicial reorganization

(Promisee)

Vale S.A. and BHP Billiton Brasil Ltda.
(Shareholders)

FUNDAÇÃO RENOVA
(Intervening Party)

National Bank for Economic and Social Development - BNDES
(Intervening Party of Section II, CHAPTER IV, of the GENERAL CONDITIONS of this AGREEMENT)

25 October 2024.

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[Appendices have been intentionally omitted.]

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JUDICIAL AGREEMENT FOR FULL AND DEFINITIVE COMPENSATION RELATED TO THE FUNDÃO DAM COLLAPSE

The FEDERAL GOVERNMENT, a legal entity governed by public law, represented by the Federal Attorney General's Office; the BRAZILIAN INSTITUTE OF ENVIRONMENT AND OF RENEWABLE NATURAL RESOURCES - IBAMA, a federal public agency; the CHICO MENDES INSTITUTE FOR THE CONSERVATION OF BIODIVERSITY - ICMBio, a federal public agency; the NATIONAL WATER AND BASIC SANITATION AGENCY - ANA, a federal public agency; the NATIONAL MINING AGENCY - ANM, a federal public agency; the NATIONAL FOUNDATION FOR INDIGENOUS PEOPLE - FUNAI, a federal public agency, the National Social Security Institute (INSS), a federal public authority, all represented by the Federal Attorney General's Office; the STATE OF MINAS GERAIS, a legal entity governed by public law, registered with the CNPJ under no. 05.475.103/0001-21, represented in this instrument by the Governor of the State of Minas Gerais and the Attorney General of the State of Minas Gerais, and all its agencies, foundations and other direct and indirect public administration entities, including, but not limited to, the following: STATE FORESTRY INSTITUTE - IEF, an agency linked to the State Secretariat for the Environment and Sustainable Development, created by Law no. 2.606, of 5 January 1962, with regulations approved by Decree no. 45.834, of 22 December 2011, CNPJ 18.746.164/0001-28; MINAS INSTITUTE FOR WATER MANAGEMENT - IGAM, an agency linked to the State Secretariat for the Environment and Sustainable Development, created by Law no. 12.584, of 17 July 1997, with regulations approved by Decree no. 46.636, of 28 October 2014, CNPJ 17.387.481/0001-32; STATE FOUNDATION FOR THE ENVIRONMENT - FEAM, established by Decree no. 28.163, of 6 June 1988, under the terms of Law no. 9.525, of 29 December 1987, CNPJ no. 25.455.858/0001-7, all represented by their respective coordinators; the STATE OF ESPÍRITO SANTO, a legal entity governed by public law, represented in this instrument by the Governor of the State of Espírito Santo and its State Attorney General, and all its agencies, foundations and other direct and indirect public administration entities, including, but not limited to, the following: STATE INSTITUTE OF ENVIRONMENT AND WATER RESOURCES - IEMA, a state agency; INSTITUTE OF AGRICULTURAL AND FORESTRY DEFENSE OF ESPÍRITO SANTO - IDAF, a state agency; and STATE WATER RESOURCES AGENCY - AGERH, the state water resources agency, all represented by their respective representatives; the FEDERAL PUBLIC PROSECUTOR'S OFFICE, represented by the Attorney General of the Republic and by the Attorney of the Republic; PUBLIC PROSECUTOR'S OFFICE OF MINAS GERAIS, represented by its State Attorney General and its Attorneys and Prosecutors; PUBLIC PROSECUTOR'S OFFICE OF ESPÍRITO SANTO, represented by its State Attorney General and its Attorneys and Prosecutors; FEDERAL PUBLIC DEFENDER'S OFFICE, represented by the Federal General Public Defender; PUBLIC DEFENDER'S OFFICE OF MINAS GERAIS, represented by its State General Public Defender, the Coordinator of the Centre for Vulnerable People in Situations of Crisis of the DPMG and the Public Defender; THE PUBLIC DEFENDER'S OFFICE OF ESPÍRITO SANTO, represented by its State General Public Defender, its General Inspector of the Public Defender's Office, the Coordinator of the Public Defender's Office's Disaster and Major Projects Centre and the Member of the Public Defender's Office's Disaster and Major Projects Centre of the State of Espírito Santo, hereinafter jointly referred to as "PROMISORS" or "PUBLIC ENTITIES";

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SAMARCO MINERAÇÃO S.A. - UNDER JUDICIALREORGANIZATION, a private limited company, registered with the CNPJ under no. 16.628.281/0001- 61, with headquarters located at Rua Paraíba, nº 1122, 9th, 19th and 23rd floors, Funcionários neighborhood, Belo Horizonte, MG, CEP 30.130-918, hereby represented in the form of its Bylaws, hereinafter referred to as "SAMARCO" or "PROMISEE";

VALE S.A., a publicly-held corporation, registered with the CNPJ under no. 33.592.510/0001-54, with headquarters located at Praia de Botafogo, nº 186, rooms 1101, 1701 and 1901, Torre Oscar Niemeyer, Botafogo, Rio de Janeiro/RJ, CEP 22.250-145, hereby represented in the form of its Bylaws, hereinafter referred to as "VALE"; and

BHP BILLITON BRASIL LTDA., a limited liability company, registered with CNPJ under no. 42.156.596/0001-63, with headquarters located at Rua Paraíba, nº 1122, conj. 501, Savassi, Belo Horizonte/MG, CEP 30.130-918, hereby represented pursuant to its Articles of Association, hereinafter referred to as "BHP"; and, together with VALE, "SHAREHOLDERS";

PROMISORS, PROMISEE, and SHAREHOLDERS, together, are hereinafter referred to as the "PARTIES" to this Judicial Agreement for Full and Definitive Reparation Related to the Fundão Dam Collapse ("TERM" OR "AGREEMENT");

FUNDAÇÃO RENOVA, a private non-profit entity, with headquarters at Avenida Getúlio Vargas, nº 671, 4th floor, Funcionários neighborhood, Belo Horizonte, Minas Gerais, registered with CNPJ under No. 25.135.507/0001-83, hereby represented in the form of its Bylaws, hereinafter referred to as "FUNDAÇÃO RENOVA" or "CONSENTING INTERVENER"; PROMISEES, PROMISEES, SHAREHOLDERS and FUNDAÇÃO RENOVA, together, are hereinafter referred to as the "SIGNATORS" or "PARTIES" of this AGREEMENT; and

The FEDERAL REGIONAL COURT OF THE 6TH REGION, as the body responsible for the Coordination of the Renegotiation Table, and the NATIONAL COUNCIL OF JUSTICE, as the body responsible for mediating a consensual solution between the PROMISEES, SAMARCO and the SHAREHOLDERS, with the participation of FUNDAÇÃO RENOVA as a consenting intervener;

WHEREAS article 225 of the Federal Constitution states that "*everyone has the right to an ecologically balanced environment, which is a good for the common use of the people and essential to a healthy quality of life, imposing on the Public Authorities and the community the duty to defend and preserve it for present and future generations*";

WHEREAS the National Environmental Policy expressly enshrines the principle of state intervention in the management and safeguarding of environmental quality, namely "*in the maintenance of ecological balance, considering the environment as a public heritage to be necessarily ensured and protected, with a view to collective use*", as provided for in art. 2, item I, of Law no. 6.938, of 31 August 1981;

WHEREAS the Public Prosecutor's Office is responsible for the defence of the legal order, the defence of the rights guaranteed in the Federal and State Constitutions, including the duty to defend collective and diffuse goods and interests, environmental protection, social interests and inalienable individual interests, national heritage, public and social heritage and Brazilian cultural heritage;

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WHEREAS the Public Defender's Office is a permanent institution and essential to the State's jurisdictional function. As an expression and instrument of the democratic regime, it is fundamentally responsible for legal advice, the promotion of human rights and the defence, at all levels, judicially and extrajudicially, of individual and collective rights, in a comprehensive manner and free of charge, of those in need, in the form of arts. 5, LXXIV, and 134 of the Federal Constitution, as well as art. 2 of Complementary Law no. 65 of the State of Minas Gerais, of 16 January 2003;

WHEREAS the dam failure of the Fundão dam belonging to the Germano Mining Complex in Mariana/MG, owned by the PROMISEE, on 5 November 2015 ("DAM FAILURE" or "COLLAPSE"), brought environmental, social and economic consequences, with impacts on municipalities of the Doce River Basin in the states of MINAS GERAIS and ESPÍRITO SANTO, as well as the estuarine, coastal and marine regions of the northern coast of the state of ESPÍRITO SANTO;

WHEREAS, on 2 March 2016, the Settlement and Conduct Adjustment Agreement ("TTAC") was signed and ratified together with the other agreements within the scope of Public Civil Action no. 1024354-89.2019.4.01.3800 ("20bn CPA") and Public Civil Action no. 1016756-84.2019.4.01.3800 ("155bn CPA"), by voluntary act of those parties, recognizing that self-composition is the quickest and most effective way to resolve the dispute;

WHEREAS the TTAC provided for the development and execution, through a private law foundation set up exclusively for this purpose (FUNDAÇÃO RENOVA), of 42 (forty-two) socio-economic and socio-environmental programmes in order to promote recovery, mitigation, remediation, reparation and compensation, including indemnification, for the socio-environmental and socio-economic impacts caused by the COLLAPSE ("PROGRAMMES");

WHEREAS subsequent agreements to the TTAC, notably the Preliminary Adjustment Agreement ("TAP"), signed on 18 January 2017, the Amendment to the TAP ("ATAP"), signed on 16 November 2017, and the Conduct Adjustment Agreement - TAC Governance ("TAC Governance"), signed on 25 June 2018, among other instruments, have added additional actors to the governance and/or dynamics of the structuring, development and monitoring of the PROGRAMMES;

WHEREAS the purpose of the TAC Governance was, among other things, to establish a negotiation process aimed at the possible renegotiation of the PROGRAMMES and the effect of this agreement was to terminate 20bn CPA and suspend the 155bn CPA;

WHEREAS the initiative of the Court of the 12th Federal Civil and Agrarian Court of the Judiciary Section of Minas Gerais (now the 4th Federal Civil and Agrarian Court of the Judiciary Section of Belo Horizonte) to provoke the National Council of Justice ("CNJ"), by means of Official Letter GAJUS 01 - March/2021, so that negotiations between the parties could begin, in a mediation environment, to enable the renegotiation of agreements previously entered into;

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WHEREAS, in the same vein, the subsequent initiative of the Federal Regional Court of the 6th Region (TRF-6) to continue these mediation sessions for the renegotiation of the agreements (SEI Process no. 0003853-64.2024.4.06.8000);

WHEREAS the reparation measures carried out and in progress since the COLLAPSE, such as damages, environmental reparations and resettlements, which have been observed throughout the more than three (3) years of negotiations, including the hundreds of technical and legal meetings involving representatives of the SIGNATORIES;

WHEREAS a consensus has been reached on the need to broadly renegotiate all the actions, programmes, responsibilities, obligations and conduct previously agreed, in order to make it possible to fully and definitively repair the damage of any kind resulting from the COLLAPSE;

WHEREAS the need to improve the mechanisms created for the full and definitive reparation of damages of any nature resulting from the COLLAPSE, which was formalized in the Letter of Assumptions signed on 22 June 2021;

CONSIDERING the need to resolve potential interfederative conflicts between the SIGNATORIES, which could lead to new legal proceedings, which led the parties to request the action of the Mediation and Conciliation Centre of the Supreme Federal Court, in the form of article 3, sole paragraph, of Resolution 697/2020 and article 102, I, f), of the Federal Constitution;

WHEREAS self-composition must be based on the legal system, observance of the *status quo ante*, expeditiousness, proportionality, reasonableness, full reparation and finality;

WHEREAS in certain cases (i) the restoration of the state prior to the COLLAPSE is impossible to achieve or will cause deleterious environmental effects, or (ii) there has been difficulty in resolving technical or legal disputes between the SIGNATORIES regarding the establishment of the causal link between the current situation and the COLLAPSE, the SIGNATORIES have defined obligations and compensatory measures, through the allocation of financial resources by PROMISEE and/or FUNDAÇÃO RENOVA to the PUBLIC AUTHORITY;

WHEREAS these financial resources will be earmarked for projects and actions to be developed by the PUBLIC AUTHORITY, directly or indirectly through its foundations, municipalities and/or public companies, with the aim of improving the socio-economic and socio-environmental conditions and the ecological balance of the Doce River Basin and the estuarine, coastal and marine regions of the northern coast of the STATE OF ESPIRITO SANTO;

WHEREAS, in April 2021, PROMISEE filed for judicial reorganisation under number 5046520-86.2021.8.13.0024, before the 2nd Business Court of the District of Belo Horizonte, STATE OF MINAS GERAIS, and had its Judicial Reorganization plan approved by the courts on 31 August 2023 and whose res judicata was certified on 8 March 2024 ("JUDICIAL REORGANIZATION");

WHEREAS SAMARCO also enters into this AGREEMENT in order to ensure the continuity of its main and ancillary activities linked to its sources of revenue;

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WHEREAS the expenses incurred by SAMARCO, for all legal purposes, including tax purposes, are necessary and essential for the company to resume and remain in operation;

RESOLVE to extensively renegotiate all the measures, programmes, responsibilities, obligations and conduct previously settled, adjusted and agreed upon by and/or between all and/or part of the SIGNATORIES with a view to repairing, recovering, compensating and fully and definitively indemnifying the damages of any nature arising from the COLLAPSE, through this AGREEMENT, under the terms of the clauses expressed below.

CHAPTER I

OBJECT AND PURPOSE

Clause 1. The purpose of this AGREEMENT is to renegotiate all the measures, programmes, responsibilities and obligations assumed by PROMISEE, FUNDAÇÃO RENOVA and/or the SHAREHOLDERS as a result of the COLLAPSE and its consequences.

First Paragraph. The obligations set out in this AGREEMENT are aimed at the full and definitive reparation, restoration, recovery, compensation and/or indemnification of socio-environmental damage and collective and diffuse socio-economic damage of any nature (including social, moral and off-balance sheet damage) resulting from the COLLAPSE and its consequences.

Second Paragraph. Also included in this AGREEMENT are alternatives for the full, definitive and effective indemnification of individual homogeneous damages resulting from COLLAPSE, which are optional and voluntary for the respective holders of such individual damages, and do not remove the possibility of pursuing or filing individual legal actions by such individuals.

Third Paragraph. Future, supervening or unknown damages up to the date of signature of this AGREEMENT are excluded from the scope of this AGREEMENT, under the terms of Brazilian legislation.

Paragraph four. Interim damages, negative impacts, liabilities, transitory or definitive losses of natural resources and other environmental or ecosystem services occurring between the date of the COLLAPSE and the completion of the OBLIGATIONS TO PERFORM set out in this AGREEMENT shall be offset by the OBLIGATIONS TO PERFORM and OBLIGATIONS TO PAY set out herein.

Paragraph five. Any damage and negative impacts resulting from the OBLIGATIONS TO PERFORM must be fully repaired or compensated for, in accordance with this AGREEMENT. Any interim damages, negative impacts, liabilities, transitory or definitive losses of natural resources and other environmental or ecosystem services from these new damages shall also be repaired or compensated for.

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Paragraph six. This AGREEMENT takes into account what has already been executed and what is being executed, and novates all agreements entered into between all and/or part of the SIGNATORIES of this AGREEMENT, which are related to the COLLAPSE and its impacts, and the Resolutions of the Inter-Federative Committee ("CIF"), so that all the duties, rights and attributions of the SIGNATORS will be governed exclusively by the provisions contained in this AGREEMENT, as of the date of the JUDICIAL APPROVAL (also referred as "JUDICIAL RATIFICATION") of this AGREEMENT.

Paragraph seven. The novation referred to in the sixth paragraph does not apply to agreements entered into by indigenous people, quilombola communities and/or traditional people, which are governed by the provisions of ANNEX 3 - INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES AND TRADITIONAL PEOPLE.

Clause 2. This AGREEMENT and its twenty-three (23) annexes ("ANNEXES") define the measures, compensations, indemnifications and obligations necessary for the reparation, recovery, compensation and full indemnification of all the damage listed in Clause 1.

Clause 3. JUDICIAL APPROVAL of this AGREEMENT shall result in the termination of all legal actions, with resolution of the merits, under the terms of article 487, item III, paragraph 'b', of Law no. 13.105, of 16 March 2015 (Code of Civil Procedure), as well as the administrative procedures indicated in ANNEX 23 - JUDICIAL AND ADMINISTRATIVE PROCEEDINGS TO BE EXTINGUISHED BY THIS AGREEMENT, involving the SIGNATORIES related to the COLLAPSE and to the subject matter of this AGREEMENT, with res judicata effect, enforceable against any and all possible actions filed after the signature of this AGREEMENT, the subject matter of which is the damages covered by this AGREEMENT, as provided for in Clause 1.

First Paragraph. Either PARTY may petition in the legal actions and administrative proceedings indicated in ANNEX 23 - ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE EXTINGUISHED BY THIS AGREEMENT to request its cancellation, as provided for in this Clause.

Second Paragraph. The SIGNATORIES also expressly recognise that the subject matter of the legal actions, respective expert opinions, administrative proceedings and civil investigations listed in ANNEX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE EXTINGUISHED BY THIS AGREEMENT, is covered by this AGREEMENT, undertaking from the outset to defend the observance of the provisions of this AGREEMENT in the respective processes and refraining from defending, in such processes and procedures, positions contradictory to the provisions of this AGREEMENT.

Third Paragraph. Adherence to this AGREEMENT by the municipalities or participation in the individual compensation initiatives presupposes the waiver, withdrawal and/or extinction of the lawsuits filed abroad with claims formulated as a result of the COLLAPSE, including but not limited to the lawsuits with (i) claim numbers E50LV008, E50LV010, HT-2019-LIV-000005, HT-2022- 000304 and HT-2023-000058, consolidated under claim number HT-2022- 000304; and (ii) claim number HT-2023-000346, before the Business and Property Courts of England and Wales Technology and Construction Court in England, and the legal proceedings proposed by nine Claimants, including the claims from the Stichting Rio Doce Foundation, brought before the District Court of Amsterdam in the Netherlands under file number L2307482/INT", by the member/beneficiary, as provided for in ANNEX 15 - MUNICIPAL INITIATIVES, ANNEX 2 - INDIVIDUAL INDEMNIFICATION and ANNEX 3 - INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES AND TRADITIONAL PEOPLE of this AGREEMENT.

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Fourth Paragraph. The SIGNATORIES agree that, should they be asked to comment on the matter in proceedings related to the aforementioned actions abroad, they will defend the observance of the provisions of this AGREEMENT, as well as the competence of the Brazilian jurisdiction for this AGREEMENT.

Fifth Paragraph. This AGREEMENT may be used for legal purposes and may be presented in the records of legal actions, including actions filed abroad, and/or administrative proceedings that have as their object any obligation/liability arising from and/or related to the COLLAPSE that is or is not provided for in this TERM, with the purpose of seeking its extinction.

Paragraph six. All incidents of divergence and fulfilment of judgments related to Resolutions and acts of the CIF shall receive the treatment set out in the caput, even if they are not expressly listed in ANNEX 23 - ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE EXTINGUISHED BY THIS AGREEMENT, subject to the exception set out in Clause 10 (fines imposed by the CIF and judicialised).

CHAPTER II

FINANCIAL AMOUNT OF THE AGREEMENT

Clause 4. The estimate of the total economic content of this AGREEMENT, considering the amounts already spent by SAMARCO and/or FUNDAÇÃO RENOVA up to the signing of this AGREEMENT on the activities of reparation and full compensation for the damages listed in Clause 1, as well as the amounts to be spent by the PROMISEE and/or FUNDAÇÃO RENOVA as a result of all the OBLIGATIONS TO PERFORM (defined in Clause 12, item I, of this AGREEMENT) and OBLIGATIONS TO PAY that are the subject of this AGREEMENT, correspond to BRL 170.000,000,000.00 (one hundred and seventy billion reais), including any taxes that may be levied ("FINANCIAL AMOUNT OF THE AGREEMENT"):

Paragraph 1. The FINANCIAL VALUE OF THE AGREEMENT comprises:

I. BRL 38,000,000,000.00 (thirty-eight billion reais) already paid and/or spent by FUNDAÇÃO RENOVA and/or SAMARCO with the execution of PROGRAMMES or socio-environmental or socio-economic measures from the date of the COLLAPSE until the date of signature of this AGREEMENT, so that the PROMISEES recognise that said amount is no longer owed by FUNDAÇÃO RENOVA and/or SAMARCO and/or SHAREHOLDERS.

II. BRL100,000,000,000.00 (one hundred billion Reais) that make up the total PAYMENT OBLIGATION of this AGREEMENT ("OBLIGATION TO PAY"), in the form of its ANNEXES, and are made up of the following headings, subject to the provisions of ANNEX 22 - SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY:

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a. BRL 29.751.530.000.00 (twenty-nine billion, seven hundred and fifty-one million, five hundred and thirty thousand reais) as a compensatory sum to be paid by SAMARCO and/or FUNDAÇÃO RENOVA to the FEDERAL GOVERNMENT, to cover the cost of compensatory measures to replace the PROGRAMMES and other agreements previously signed and for the damages that are the subject of this AGREEMENT, as defined in Clause 1, as well as all expenses inherent to the execution of these measures, to be incurred directly or indirectly by the FEDERAL GOVERNMENT, to be allocated by the FEDERAL GOVERNMENT as follows:

1. BRL 3,750,000,000.00 (three billion seven hundred and fifty million reais) to the Income Transfer Programme for family farmers and professional artisanal fishermen, according to ANNEX 4 - PROGRAM OF TRANSFER OF INCOME (PTR).

2. BRL 6.500.000.000.00 (six billion, five hundred million reais) to contribute to socio-economic and productive dynamism, as well as fostering education, science and innovation, in the Doce River Basin in the STATES OF MINAS GERAIS and ESPÍRITO SANTO and the northern coast of the STATE OF ESPÍRITO SANTO, in accordance with ANNEX 5 - PROGRAMME TO ENCOURAGE EDUCATION, SCIENCE, TECHNOLOGY AND INNOVATION, PRODUCTION AND ECONOMIC RETURN (PRE).

3. BRL 5,500,000,000.00 (five billion, five hundred million reais) for access to spaces and mechanisms for social participation and projects of interest to communities, according to ANNEX 6 - SOCIAL PARTICIPATION.

4. BRL 576,000,000.00 (five hundred and seventy-six million reais) for actions to strengthen the Unified Social Assistance System (SUAS), according to ANNEX 7 - STRENGTHENING THE UNIQUE SOCIAL ASSISTANCE SYSTEM.

5. BRL 1,500,000,000.00 (one billion, five hundred million reais) to repair and strengthen fishing activity, as full socio-economic and socio-environmental compensation for the impacts of the COLLAPSE on fish and fishing activity in the Doce River Basin, at its mouth and in the coastal and marine region, according to ANNEX 10 - FISHERIES.

6. BRL 2,300,000,000.00 (two billion, three hundred million reais) for investments in mobility infrastructure, according to ANNEX 13 - INTERFEDERATIVE COOPERATION IN MOBILITY INFRASTRUCTURE.

7. BRL 1,000,000,000.00 (one billion reais) for the development of programmes to strengthen inspection activities in the prevention and mitigation of mining risks, in accordance with ANNEX 14 - STRENGTHENING THE PUBLIC AUTHORITIES' SURVEILLANCE ACTIVITIES IN THE PREVENTION AND MITIGATION OF MINING RISKS.

8. BRL 8,132,000,000.00 (eight billion, one hundred and thirty-two million reais) to fund actions and projects that promote socio-environmental benefits for the Doce River Basin, as well as terrestrial, marine and coastal ecosystems, according to ANNEX 17 - FEDERAL GOVERNMENT ENVIRONMENTAL ACTIONS.

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9. BRL 493,530,000.00 (four hundred and ninety-three million, five hundred and thirty thousand reais) as a social security reimbursement from the FEDERAL GOVERNMENT, according to APPENDIX 20 - SOCIAL SECURITY REIMBURSEMENT.

b. BRL 8,000,000,000.00 (eight billion reais) for reparation measures related to any collective damage caused by the COLLAPSE and the subsistence and financial aid owed exclusively to families belonging to indigenous people, quilombola communities and traditional people, consisting of BRL 7,802,000,000.00 (seven billion eight hundred and two million reais), according to ANNEX 3 - INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES AND TRADITIONAL PEOPLE, as well as the amount of BRL 198,000,000.00 (one hundred and ninety-eight million reais) for independent technical advice to indigenous people, Quilombola communities and traditional people, in accordance with ANNEX 6 - SOCIAL PARTICIPATION.

c. BRL 25,118,470,000.00 (twenty-five billion, one hundred and eighteen million, four hundred and seventy thousand reais) as compensation to be paid by SAMARCO and/or FUNDAÇÃO RENOVA to the STATE OF MINAS GERAIS for the cost of compensatory measures to replace the PROGRAMMES and other agreements previously signed and for the damage which are the subject of this AGREEMENT, as defined in Clause 1, as well as all the expenses inherent to the execution of these measures, to be incurred directly or indirectly by the STATE OF MINAS GERAIS, to be allocated by the STATE OF MINAS GERAIS as follows:

1. BRL 32,000,000.00 (thirty-two million reais) will be allocated to the State Social Assistance Fund - FEAS of the STATE OF MINAS GERAIS, in accordance with ANNEX 7 - STRENGTHENING THE SINGLE SOCIAL ASSISTANCE SYSTEM.

2. BRL 7,540,000,000.00 (seven billion, five hundred and forty million reais) for actions in the area of basic sanitation, according to ANNEX 9 - BASIC SANITATION.

3. BRL 489,470,000.00 (four hundred and eighty-nine million, four hundred and seventy thousand reais) to repair and strengthen fishing activity, as full socio-economic and socio-environmental compensation for the impacts of the COLLAPSE on fish and fishing activity in the Doce River Basin, at its mouth and in the coastal and marine region, as per ANNEX 10 - FISHING.

4. BRL 14,057,000,000.00 (fourteen billion and fifty-seven million reais) for the initiatives and actions provided for in ANNEX 12 - STATE INITIATIVES.

5. BRL 2,000,000,000.00 (two billion reais) for investments in mobility infrastructure, according to ANNEX 13 - INTERFEDERATIVE COOPERATION IN MOBILITY INFRASTRUCTURE.

6. BRL 1,000,000,000.00 (one billion reais) for actions aimed at responding to floods and other disasters resulting from rainfall and at environmental and productive recovery of the banks and mouth of the Doce River, to be carried out in the territory of the STATE OF MINAS GERAIS, in accordance with ANNEX 18 - RESPONSE TO FLOODS AND ENVIRONMENTAL AND PRODUCTIVE RECOVERY OF THE MARGINS OF THE DOCE RIVER.

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d. BRL 14.613.000.000.00 (fourteen billion, six hundred and thirteen million reais), to be paid to the STATE OF ESPÍRITO SANTO as a compensatory sum to cover the cost of compensatory measures to replace the PROGRAMMES and other agreements previously signed and for the damages that are the subject of this AGREEMENT, as defined in Clause 1, as well as all the expenses inherent in carrying out these measures, to be incurred directly or indirectly by the STATE OF ESPÍRITO SANTO, to be allocated by the STATE OF ESPÍRITO SANTO as follows:

1. BRL 32,000,000.00 (thirty-two million reais) will be allocated to the State Social Assistance Fund - FEAS of the STATE OF ESPIRITO SANTO, in accordance with ANNEX 7 - STRENGTHENING THE SINGLE SOCIAL ASSISTANCE SYSTEM.

2. BRL 3,460,000,000.00 (three billion four hundred and sixty million reais) for actions in the area of basic sanitation, according to ANNEX 9 - BASIC SANITATION.

3. BRL 450,000,000.00 (four hundred and fifty million reais) to repair and strengthen fishing activity, as full socio-economic and socio-environmental compensation for the impacts of the COLLAPSE on fish and fishing activity in the Doce River Basin, at its mouth and in the coastal and marine region, as per ANNEX 10 - FISHING.

4. BRL 9,593,000,000.00 (nine billion, five hundred and ninety-three million reais) for the initiatives and actions provided for in ANNEX 12 - STATE INITIATIVES.

5. BRL 1,000,000,000.00 (one billion reais) for actions aimed at responding to floods and other disasters resulting from rainfall and at environmental and productive recovery of the banks and mouth of the Doce River, to be carried out in the territory of the STATE OF ESPÍRITO SANTO, in accordance with ANNEX 18 - RESPONSE TO FLOODS AND ENVIRONMENTAL AND PRODUCTIVE RECOVERY OF THE MARGINS OF THE DOCE RIVER.

6. BRL 78,000,000.00 (seventy-eight million reais) for the cost and maintenance of the “Reparation for the Rio Doce” Single Portal and communication and transparency actions, in accordance with ANNEX 21 - COMMUNICATION AND TRANSPARENCY.

e. BRL 12,000,000,000.00 (twelve billion reais) as compensation for possible damage and negative impacts on the collective health of the population, destined for the FEDERAL GOVERNMENT, the STATE OF MINAS GERAIS, the STATE OF ESPÍRITO SANTO and the municipalities listed in ANNEX 15 - MUNICIPAL INITIATIVES, as provided for in ANNEX 8 - HEALTH.

f. BRL 1,260,000,000.00 (one billion, two hundred and sixty million reais) for programmes to be managed by the Justice Institutions (defined in Clause 37), via a judicial deposit, observing the provisions of CHAPTER IV, Section IV, divided as follows:

1. BRL 1,000,000,000.00 (one billion reais) for the Women’s Programme to be created and managed by the Justice Institutions for the benefit of women, with the PROMISEE reserving the amounts necessary to hire the entity that will manage and operate the Women’s Programme.

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2. BRL 60,000,000.00 (sixty million reais) for the support structure of the Justice Institutions.

3. BRL 200,000,000.00 (two hundred million reais) for Socio-environmental Projects to be defined by the Justice Institutions, to be carried out in the STATE OF MINAS GERAIS and/or in the STATE OF ESPÍRITO SANTO, preferably in the Doce River Basin and on the northern coast of the STATE OF ESPÍRITO SANTO.

g. BRL 1,657,000,000.00 (one billion, six hundred and fifty-seven million reais) as a sum to be paid by SAMARCO and/or FUNDAÇÃO RENOVA, by means of a judicial deposit, as measures related to ANNEX 1 - MARIANA AND REASSENTMENTS.

h. BRL 6,100,000,000.00 (six billion one hundred million reais) to the municipalities adhering to this TERM, in accordance with ANNEX 15 - MUNICIPAL INITIATIVES and specific terms of adhesion ("ADHERING MUNICIPALITIES").

i. BRL 1,500,000,000.00 (one billion, five hundred million reais) will be earmarked to complement compliance with the OBLIGATION TO PERFORM related to the Definitive Indemnification Programme - PID, set out in ANNEX 2 - INDIVIDUAL INDEMNIFICATION, under the terms of ANNEX 22 - FINANCIAL DISBURSEMENT SCHEDULE FOR THE OBLIGATION TO PAY.

III. BRL 300,000,000.00 (three hundred million reais) - historical value, object of the judicial blockade carried out in the records of Precautionary Action no. 0039891- 33.2015.8.13.0400, including monetary updates.

VI. OBLIGATIONS TO PERFORM and OBLIGATION TO TRANSFER (defined in Clause 12) set out in ANNEX 1 - MARIANA AND RESETTLEMENTS; in ANNEX 2 - INDIVIDUAL INDEMNIFICATION; in ANNEX 11 - REPAIR OF IMPACTED INFRASTRUCTURES BETWEEN FUNDÃO AND CANDONGA; ANNEX 16 - ENVIRONMENTAL RECOVERY PLAN; and ANNEX 19 - TRANSITION AND TERMINATION OF PROGRAMMES, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND ITS CONSEQUENCES, as well as the resources required to settle the environmental fines imposed by the FEDERAL GOVERNMENET, the STATES OF MINAS GERAIS and ESPÍRITO SANTO and the fines imposed by the CIF and judicialised up to the date of signature of this AGREEMENT, which are not subject to the FINANCIAL CAP of this AGREEMENT, were estimated by the PROMISEE at BRL 32,000,000,000.00 (thirty- two billion reais).

Second Paragraph. The amount indicated in item I and the estimates made in item IV were defined by the PROMISEE. The PUBLIC AUTHORITIES is not responsible for these amounts.

Third Paragraph. "FINANCIAL CAP" means the maximum limit of amounts to be spent to fulfil the OBLIGATION TO PAY defined in this AGREEMENT and which shall not be subject to increase, revision, alteration or supplementation, except in relation to the respective monetary restatement between the date of signature of this AGREEMENT and the date of actual disbursement. Obligations that are not subject to the predetermined FINANCIAL CAP are expressly reserved in this AGREEMENT and its ANNEXES.

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Paragraph Four. The SIGNATORIES acknowledge that all studies, reports, notes, data, technical opinions, analyses or evaluations of a technical nature, whether partial or final, judicially prepared or not, produced and known, related to the COLLAPSE, up to the date of this AGREEMENT, conducted by any of the PROMISORS, third parties, public or private institutions, including, but not limited to, those prepared by AT Kearney, AECOM, Fundação Getúlio Vargas, Instituto Lactec, Ramboll Consultoria and Fundo Brasil de Direitos Humanos, in spite of conceptual, methodological and interpretation differences, have been taken into account in the establishment of obligations and in the composition of the FINANCIAL AMOUNT OF THE AGREEMENT. The absence of express mention of any of them does not mean that they were not considered and weighed up.

Paragraph five. Payment of the amounts relating to the fines imposed by the entities and bodies of the Executive Branches of the FEDERAL GOVERNMENT, the STATE OF MINAS GERAIS and the STATE OF ESPIRITO SANTO shall result in the definitive closure and filing of the administrative proceedings in progress before the competent environmental bodies, mentioned in ANNEX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE EXTINGUISHED BY THIS AGREEMENT.

Paragraph six. The SIGNATARIES recognise the validity of self-composition for the closure of legal disputes and the collection of fines described in ANNEX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE EXTINGUISHED BY THIS AGREEMENT, and it is the responsibility of the SIGNATARIES to any of the PARTIES, jointly or separately, to notify the Court of the conclusion of this AGREEMENT, its JUDICIAL APPROVAL, and the respective payment for the purposes of extinguishing the proceedings listed in APPENDIX 23 - ACTIONS JUDICIAL AND ADMINISTRATIVE PROCEEDINGS TO BE EXTINGUISHED BY THIS AGREEMENT, based on article 3 of Law no. 13.140 of 26 June 2015.

Paragraph seven. The measures to be taken directly or indirectly by the PROMISEES, provided for or arising from the resources made available by SAMARCO and/or FUNDAÇÃO RENOVA in fulfilment of this AGREEMENT, should preferably be directed to the municipalities listed in ANNEX 15 **-** MUNICIPAL INITIATIVES.

Paragraph eight. Under the terms of this AGREEMENT, the PROMISEES will also be permitted to carry out actions, works and programmes in municipalities not listed in ANNEX 15 **-** MUNICIPAL INITIATIVES, provided that they are located in the Doce River Basin in the STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO, it being agreed that such actions, works and programmes will not represent the assumption of any liability on the part of SAMARCO and/or FUNDAÇÃO RENOVA and/or SHAREHOLDERS and/or RELATED PARTIES (as defined . in Clause 94, first paragraph) or their obligation to make new contributions of amounts, with respect to such municipalities, including their entities (private or not) and their population.

Paragraph nine. The ANNEXES to this AGREEMENT may delimit exceptions to the rule in the seventh and eighth paragraphs, indicating the respective territorial extent of the measures provided for therein.

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Clause 5. The measures to be implemented by the PUBLIC AUTHORITIES with resources from the OBLIGATION TO PAY of this AGREEMENT consist of a consensual solution for the compensation of socio-environmental and socio-economic damage and do not imply subrogation or assumption, by the FEDERAL GOVERNMENT or by the STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO, of any responsibility regarding the COLLAPSE and its effects.

Sole Paragraph. The measures referred to in the *caput* (a) shall be executed by the PUBLIC AUTHORITIES in accordance with the financial availability of this AGREEMENT, (b) shall not be equivalent to the valuation of the damages compensated for by such measures, (c) shall not be equivalent to the valuation of the damages compensated for by such measures and (c) will not result in the PUBLIC AUHORITIES being held liable in the event of non-completion or non-performance due to factors beyond the control of the PUBLIC AUTHORITY.

Clause 6. The TRANSFER OBLIGATIONS set out in ANNEX 1 - MARIANA AND RESSETLEMENTS, ANNEX 11 - REPAIR OF IMPACTED INFRASTRUCTURE BETWEEN FUNDÃO AND CANDONGA, and ANNEX 19 - TRANSITION AND TERMINATION OF PROGRAMMES, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND ITS CONSEQUENCES are not subject to the FINANCIAL CAP of this AGREEMENT. The provisions of CHAPTER IX - PENALTIES and CHAPTER VIII - PAYMENT of the GENERAL CONDITIONS of this AGREEMENT shall apply to such obligations.

Sole Paragraph. The TRANSFER OBLIGATIONS to the municipalities provided for in this AGREEMENT are conditional on the signing of a TERM OF ACCEPTANCE AND COMMITMENT to this AGREEMENT, within the deadlines defined in ANNEX 15 - MUNICIPAL INITIATIVES.

Clause 7. PROMISEE will be responsible for the payment of expert's fees in the lawsuits listed in ANNEX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE TERMININATED BY THIS AGREEMENT, with regard exclusively to the work carried out and completed up to the signing of this AGREEMENT and which has not yet been remunerated under the terms of the work plans approved by the courts.

Sole Paragraph. With the exceptions expressly defined in this AGREEMENT and due to the nature of the actions, PROMISEE and/or the SHAREHOLDERS or RELATED PARTIES shall not be liable for the payment of loss-of-suit attorneys' fees and PROMISORS´ attorneys' legal fees.

Clause 8. PROMISEE will be responsible for paying the contractual fees and expenses of the experts hired to carry out the TAP and ATAP, terminated by the AGREEMENT, with regard exclusively to the work carried out and completed up to the signing of this AGREEMENT and which has not yet been remunerated.

Clause 9. The PROMISEE undertakes to pay the fines arising from administrative sanction procedures related to the COLLAPSE, listed in APPENDIX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEDURES TO BE TERMINATED BY THIS AGREEMENT, under the following terms set out below. The acknowledgement of debts by the PROMISEE is to enter into this AGREEMENT and does not involve an analysis of the merits of the lawfulness of the conduct that is the subject of the respective assessments.

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I. For the fines imposed by IBAMA, listed in ANNEX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE TERMINATED BY THIS AGREEMENT, regardless of whether they are being processed in the administrative sphere, with non-tax credit already constituted and/or with legal action in progress (tax enforcement, annulment action, ordinary actions, etc.), the PROMISEE will formalise adherence to the payment option to settle all fines in cash by applying a 50% (fifty per cent) reduction.), the PROMISEE will formalise adherence, until 31 December 2024, to the payment option to settle all fines in cash, by applying the 50% (fifty percent) reduction, in accordance with Law no. 13.988, of 14 April 2020 and with the regulations of AGU Normative Ordinance no. 150, of 3 October 2024.

II. For the fine imposed by ICMBIO, listed in ANNEX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE TERMINATED BY THIS AGREEMENT, with non-tax credit already constituted and with legal action in progress, the PROMISEE will formalise adherence, until 31 December 2024, to the payment option to settle the fine with a 5% (five per cent) down payment and the balance in a single instalment, by applying a 50% (fifty per cent) reduction, in accordance with Law no. 13.988/2020 and with the regulations of the AGU Normative Ordinance n. 130/2024;

III. For the fines imposed by the state agencies of the STATE OF ESPÍRITO SANTO, listed in ANNEX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE TERMINATED BY THIS AGREEMENT, the PROMISEE will waive any defence(s) or appeal(s) still pending, linked to the definitive constitution of the non-tax credit arising from the assessment and the application of a 75% (seventy-five per cent) reduction in interest, fines and other accruals on the consolidated amount for cash payment, based on State Complementary Law no. 1,067, of December 20 of 2023 and in article 33, item I, of PGE Resolution no. 342, of 18 March 2024. After payment, the PARTIES agree that all administrative proceedings that generated the fines and other proceedings related to the topic in question will be considered extinguished by virtue of this AGREEMENT, with no pending issues or obligations arising from these proceedings remaining between the PARTIES.

IV. For fines imposed by the state agencies of the STATE OF MINAS GERAIS, listed in ANNEX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE TERMINATED BY THIS AGREEMENT, the PROMISEE shall assess the conditions for possible adherence to the payment option to settle the fines, in the event that a reduction is applied to the amount of the infraction notices and/or their legal additions.

First Paragraph. The FEDERAL GOVERNMENT and IBAMA undertake to adopt the administrative acts necessary for: (a) the definitive constitution of the respective non-tax credits; (b) the definitive closure of the administrative proceedings; and (c) immediate remittance so that the Federal Attorney General's Office, a body of the Federal Attorney General's Office, can register the respective debts as an active debt, to enable them to be included in the extraordinary transaction referred to in item I of this Clause.

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Paragraph two. The competent body of the Federal Attorney General's Office (Procuradoria-Geral Federal) undertakes to analyse, as a matter of priority, including all credits registered and that may be registered as active debt, the requests for ordinary and extraordinary transactions listed in items I and II of this Clause, applying the discounts listed therein, and at the end, with the conclusion of the processing, to issue the payment slips necessary for the payment of those obligations.

Third Paragraph. The STATE OF ESPÍRITO SANTO and/or the respective environmental agencies undertake to adopt the administrative acts necessary for (a) the definitive constitution of the respective non-tax credits with the incidence of the reductions and discounts provided for in this AGREEMENT; (b) the definitive closure of the administrative and judicial proceedings; and (c) the issue and formalisation of the instruments necessary for release under the terms of item III of this Clause.

Fourth Paragraph. The SIGNATORS agree that, with regard to ongoing tax foreclosures filed by IBAMA and ICMBIO, the legal charges established and already included in the calculations of the amounts owed shall replace the legal fees, and no additional amounts shall be owed in this regard.

Paragraph five. The SIGNATARIES agree that only attorneys' fees already fixed in SAMARCO's favour by court decisions handed down up to the date of signature of this AGREEMENT shall be due in ordinary actions, annulment actions or any embargoes to execution that question the credits of IBAMA, ICMBIO or the STATE OF ESPÍRITO SANTO and their respective environmental bodies, listed in APPENDIX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEDURES TO BE TERMINATED BY THIS AGREEMENT. In actions in which legal fees are not set, they are not due.

Paragraph six. The PROMISEE and/or the FUNDAÇÃO RENOVA shall be responsible for paying any costs and procedural expenses for filing the legal proceedings to be closed with the payment provided for in this Clause.

Clause 10. The PROMISEE and/or FUNDAÇÃO RENOVA undertakes to carry out the procedure provided for in article 62 of Normative Ordinance PGU/AGU no. 21, of 4 July 2024, for cash payment of fines imposed by the CIF that are already in legal collection proceedings, listed in APPENDIX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE TERMINATED BY THIS AGREEMENT.

First Paragraph. The PROMISEE, FUNDAÇÃO RENOVA and the SHAREHOLDERS undertake to waive the legal claims and/or appeals pending in the proceedings listed in APPENDIX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE TERMINATED BY THIS AGREEMENT.

Second Paragraph. The waiver provided for in the first paragraph shall not be understood as recognition of the commission of the respective offences by the PROMISEE, SHAREHOLDERS and/or the FUNDAÇÃO RENOVA.

Third Paragraph. For the purposes of the payment provided for in this Clause, the amounts defined in the court decisions handed down up to the date of signature of this AGREEMENT will be taken into account, even if they have not yet become final.

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Paragraph four. For the purposes of calculating the amount due, the following will be taken into account:

I. For cases with a court decision, the amount set in the decision will be updated at the SELIC rate, regardless of the existence of appeals;

II. For cases without a court decision, the amount indicated in the enforcement of the judgement, updated at the SELIC rate since the summons was served.

Paragraph five. The PROMISEE, FUNDAÇÃO RENOVA, the SHAREHOLDERS and the FEDERAL GOVERNMENT agree that the conversion into income in favour of the FEDERAL GOVERNMENT of all judicial deposits made in the proceedings listed in APPENDIX 23 - JUDICIAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE EXTINUED BY THIS AGREEMENT will be required.

Paragraph six. Once the fine has been paid in court, the FEDERAL GOVERNMENT undertakes to file a petition in the proceedings listed in APPENDIX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE TERMINATED BY THIS AGREEMENT, requesting the cancellation of the case on the grounds of payment, and also waiving any appeals filed in the aforementioned proceedings.

Paragraph seven. In the event that the amount deposited by the PROMISEE is greater than the amount owed to the Federal Government, after conversion of the amount to which the Federal Government is entitled, the PROMISEE and/or FUNDAÇÃO RENOVA shall authorised to withdraw the excess amount.

Paragraph eight. In the proceedings listed in ANNEX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE EXTINUED BY THIS AGREEMENT in which no prior judicial deposit has been made as security or in which it is established that the deposit was insufficient, the PROMISEE and/or the FUNDAÇÃO RENOVA undertake to make a judicial deposit of the amount indicated in APPENDIX 23 - JUDICIAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS A BE TERMINATED BY THIS AGREEMENT, with the discount provided for in this Clause, within 30 (thirty) days of the JUDICIAL APPROVAL of this AGREEMENT, subject to the provisions of the fourth paragraph.

Paragraph nine. The SIGNATORS agree that only attorneys' fees for loss of suit already fixed in favour of the PROMISEE, the FUNDAÇÃO RENOVA and the SHAREHOLDERS by court decisions handed down up to the date of signature of this AGREEMENT shall be due. In actions in which no legal fees have been set, these will not be due.

Tenth Paragraph. The PROMISEE and/or FUNDAÇÃO RENOVA shall be responsible for paying any costs and procedural expenses for filing the legal proceedings to be closed with the payment provided for in this Clause.

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Clause 11. CIF fines that are not being collected in court and that are not the subject of the proceedings listed in ANNEX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE TERMINATED BY THIS AGREEMENT, are included within the amounts of the OBLIGATION TO PAY of SAMARCO and/or FUNDAÇÃO RENOVA in this AGREEMENT to the Rio Doce Environmental Fund owned by the Federal Government, provided for in ANNEX 17 - ENVIRONMENTAL ACTIONS OF THE FEDERAL GOVERNMENT.

First Paragraph. With the JUDICIAL APPROVAL of this AGREEMENT, the proceedings relating to these fines will be definitively closed and shelved.

Second Paragraph. All incidents of disagreement and other legal proceedings relating to CIF's Resolutions on the imposition of fines shall be extinguished with the JUDICIAL APPROVAL of this AGREEMENT.

Third Paragraph. The SIGNATORS agree that only legal fees for loss of suit already fixed in the procedures of the second paragraph in favour of the PROMISEE, FUNDAÇÃO RENOVA and the SHAREHOLDERS by court decisions handed down up to the date of signature of this Agreement shall be due. AGREEMENT. In actions in which legal fees are not set, they are not due.

Clause 12. They are not subject to the FINANCIAL CAP of this AGREEMENT and shall not be deducted from the amounts listed in Clause 4:

I. The execution of the OBLIGATIONS TO PERFORM listed in the following ANNEXES to this AGREEMENT: ANNEX 1 - MARIANA AND RESETTLEMENTS, ANNEX 2 - INDIVIDUAL INDEMNIFICATION, ANNEX 11 - REPAIR OF IMPACTED INFRASTRUCTURES BETWEEN FUNDÃO AND CANDONGA, ANNEX 16 - ENVIRONMENTAL RECOVERY PLAN, and ANNEX 19 - TRANSITION AND TERMINATION OF PROGRAMMES, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM COLLAPSE AND ITS CONSEQUENCES ("OBLIGATIONS TO PERFORM");").

II. Compensation for future, supervening or unknown damages, under the terms of this AGREEMENT.

III. Compensation for individual rights.

IV. The amount required to fulfil the TRANSFER OBLIGATIONS set out in the following ANNEXES to this AGREEMENT: ANNEX 1 - MARIANA AND RESETTLEMENTS, ANNEX 11 - REPAIR OF IMPACTED INFRASTRUCTURES BETWEEN FUNDÃO AND CANDONGA, and ANNEX 19. - TRANSITION AND CLOSURE OF THE PROGRAMMES, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND ITS CONSEQUENCES ("TRANSFER OBLIGATIONS" or "OBLIGATION TO TRANSFER").

V. The execution of the obligations provided for in the terms of commitment and judicial agreements relating to the COLLAPSE already signed and not novated or expressly extinguished by this AGREEMENT.

VI. Costs and procedural expenses arising from the cancellation of ANNEX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE TERMINATED BY THIS AGREEMENT and any expert fees outstanding in the aforementioned proceedings.

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VII. Monetary correction of OBLIGATION TO PAY.

VIII. Resources for the payment of penalties imposed by this AGREEMENT.

IX. Payment of fines of administrative procedures related to the COLLAPSE, in the form of Clause 9.

X. Payment of fines imposed by the CIF, the subject of legal proceedings listed in ANNEX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE TERMINATED BY THIS AGREEMENT, in accordance with Clause 10.

XI. Any taxes related to the OBLIGATIONS TO PERFORM;

XII. The costs of the AUDITS of the OBLIGATIONS TO PERFORM .

XIII. The obligations expressly set out in ANNEX 1 - MARIANA AND RESETTLEMENTS

Paragraph one. Within the scope of the environmental licensing and regularisation procedures relating to the environmental recovery OBLIGATIONS to be performed, all known damage and negative impacts resulting from the COLLAPSE of this AGREEMENT shall be considered to have already been compensated, and shall not be subject to new compensation or compensatory measures.

Second Paragraph. The additional costs and expenses arising from any new environmental damage and impacts caused by SAMARCO and/or FUNDAÇÃO RENOVA exclusively in the course of carrying out the OBLIGATIONS TO PERFORM under its responsibility, in accordance with this AGREEMENT and the law, shall not be subject to the FINANCIAL CAP indicated above.

Third Paragraph. Intercurrent damage or loss of ecosystem services between the date of the COLLAPSE and the conclusion of the actions agreed in this AGREEMENT shall not be considered for the purposes of the exception provided for in the *caput*, subject to Clause 1, paragraph five.

Clause 13. The balance of the OBLIGATION TO PAY and TRANSFER OBLIGATION amounts shall be adjusted annually by the variation of the National Index of Broad Consumer Price Index (IPCA), or any other official index that may replace it, from the date of JUDICIAL APPROVAL of this AGREEMENT, unless expressly stated otherwise.

Clause 14. The possibility of reallocating resources between the projects under the execution of the PUBLIC AUTHORITIES, including the possibility of suppression and/or substitution, provided for in the same ANNEX, at the discretion of the institution of the responsible PUBLIC AUTHORITIES , observing GOVERNANCE (as defined in Clause 58, first paragraph), without such reallocation implying any responsibility and/or obligation to make new contributions of amounts to SAMARCO and/or FUNDAÇÃO RENOVA and/or SHAREHOLDERS and/or their RELATED PARTIES.

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Sole Paragraph. The reallocation of resources must be substantiated and will follow criteria of efficiency, public interest, effectiveness, economy and thematic relevance, at the discretion and sole responsibility of the responsible public entity.

Clause 15. It is forbidden to reallocate resources between ANNEXES, except in the cases expressly provided for in this AGREEMENT and/or ANNEXES.

CHAPTER III

OBLIGATION TO PAY

Clause 16. The SIGNATORIES agree that SAMARCO's and/or FUNDAÇÃO RENOVA's obligations to make reparations provided for in previous agreements signed by and/or between all and/or part of the SIGNATORIES or established in judicial decisions already handed down in the actions listed in APPENDIX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE TERMINATED BY THIS AGREEMENT and which are still pending execution/completion shall be converted into compensation by means of an OBLIGATION TO PAY on the part of SAMARCO and/or FUNDAÇÃO RENOVA, in the manner defined in this AGREEMENT, its CHAPTERS, ANNEXES and APPENDICES, unless their continuation is exceptionally provided for expressly in this AGREEMENT.

Clause 17. In the event of default of more than 15 (fifteen) calendar days in the payment of any instalment of the OBLIGATION TO PAY by SAMARCO, the SHAREHOLDERS assume the obligation to pay the defaulted amount, in proportion to their respective shareholdings at the time of the COLLAPSE, with the addition of all the penalties provided for in this AGREEMENT, in compliance with the deadlines and procedures provided for in CHAPTER IX - PENALTIES of this AGREEMENT.

CHAPTER IV

USE BY THE PUBLIC AUTHORITIES OF THE RESOURCES ARISING FROM THE OBLIGATION TO PAY

Section I - General Provisions

Clause 18. Each entity of the Public Authorities will be exclusively responsible for defining the execution of the projects and actions to be carried out with the funds from the OBLIGATION TO PAY of the PROMISEE and/or FUNDAÇÃO RENOVA provided for in this AGREEMENT, and the entity responsible for the ANNEX will be responsible for defining the form of management and contracting, which will be subject to their own mechanisms for supervising execution and governance, as well as the applicable legislation.

Paragraph one. Each ANNEX will identify the executing institution, which will have the autonomy to detail and implement the projects and actions under its responsibility, in accordance with the provisions of this AGREEMENT and its ANNEXES.

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Paragraph two. The entities and institutions responsible for carrying out or managing actions with resources from the OBLIGATION TO PAY must make information available on the Single Portal about the scope, estimated value, expected results and an update, at least every six months, on the stage of each action.

Clause 19. The amounts established in this AGREEMENT for the OBLIGATION TO PAY cover all the costs to be borne by the executing institution in carrying out the respective measure, including, but not limited to, the costs of hiring staff, regularisation, projects, studies, licensing/authorisations, subcontracting, internal and external control of compliance with the measures to be carried out, in accordance with any limits imposed in the respective ANNEXES for said contracts.

Paragraph one. Any supervening changes to the scope or cost of the projects and actions listed in this AGREEMENT to be implemented with the resources arising from the OBLIGATION TO PAY, of any nature, at any stage, authorise the executing institution to alter the projects and actions under its responsibility, in compliance with the terms of this AGREEMENT and its ANNEXES, without this implying, under any circumstances or for any reason, new responsibilities and/or obligations and/or charges for the PROMISEE, the FUNDAÇÃO RENOVA, or the SHAREHOLDERS and RELATED PARTIES, as well as altering the obligations and responsibilities provided for in this AGREEMENT for the PROMISEE, the FUNDAÇÃO RENOVA or the SHAREHOLDERS.

Second Paragraph. In the execution of actions and projects under the responsibility of the PUBLIC GOVERNMENT, should the expenses become more onerous than the amount originally foreseen or should the funds allocated to each project, programme or ANNEX become insufficient for the objectives originally intended, for whatever reason, the executing institution must adjust, alter, reduce or limit the scope of the measure or project, with a view to adjusting its value, without this implying any obligation, responsibility or requests for supplementary amounts from the PROMISEE, FUNDAÇÃO RENOVA, SHAREHOLDERS or RELATED PARTIES.

Third Paragraph. The financial resources arising from this AGREEMENT are not subject to the provisions of Federal Complementary Law no. 151, of 5 August 2015, and may not be used, including temporarily, for purposes other than those set out in this AGREEMENT.

Paragraph four. The funds to be applied directly by the executing institutions must comply with budgetary principles, as well as the rules and regulations governing the budgetary execution of public revenue and expenditure, observing, for the FEDERAL GOVERNMENT, the provisions of Section II of this CHAPTER IV - USE BY THE PUBLIC AUTHORITY OF THE RESOURCES ARISING FROM THE OBLIGATION TO PAY.

Paragraph five. Half-yearly follow-up meetings will be held between each Executive Branch, the Federal Public Prosecutor's Office and the respective Justice Institutions, in which transparency will be given on the planning, including scope, execution and expected results of the actions to be carried out with the amounts of the OBLIGATION TO PAY under this AGREEMENT. If necessary, extraordinary meetings may be held at the request of the Justice Institutions or the Executive Branches to clarify the actions to be carried out.

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Paragraph six. The STATE OF ESPIRITO SANTO shall provide the Federal Public Prosecutor's Office, the Public Prosecutor's Office of Espírito Santo and the state Public Defender's Office with access to the computerised system that contains information on the planning and execution of the actions to be carried out with the amounts of the OBLIGATION TO PAY under this AGREEMENT, in order to enable the follow-up and monitoring of these actions.

Clause 20. The resources of the OBLIGATION TO PAY of this AGREEMENT shall be prioritised in the region of the Doce River Basin in the STATES OF MINAS GERAIS and ESPÍRITO SANTO and on the northern coast of the STATE OF ESPÍRITO SANTO, including the municipality of Anchieta/ES, unless otherwise expressly provided for in this AGREEMENT. In any event, the projects, initiatives and actions to be developed with funds from this AGREEMENT must benefit the geographical region of the STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO.

Clause 21. For ANNEX 12 - STATE INITIATIVES and ANNEX 18 - RESPONSE TO FLOODING AND ENVIRONMENTAL AND PRODUCTIVE RECOVERY OF THE MARGINS OF THE DOCE RIVER, which deal with actions that will be carried out exclusively by the State Executive Branches, each state will be able to issue subsequent administrative acts to regulate the internal organisation of its own bodies and entities.

Clause 22. For ANNEX 8 - HEALTH, ANNEX 9 - BASIC SANITATION, ANNEX 10 - FISHERIES, ANNEX 13 - INTERFEDERATIVE COOPERATION OF MOBILITY INFRASTRUCTURE and ANNEX 21 - COMMUNICATION AND TRANSPARENCY, which involve actions to be carried out by the State Executive Branches and the Federal Executive Branch, the breakdown of responsibilities set out in each specific ANNEX will be observed.

Clause 23. The amounts that are the subject of the OBLIGATION TO PAY and that are transferred to the PUBLIC AUTHORITY must be the object of specific registration, separately from the entry of the resource and its progressive expenditure, in order to identify and make transparent the application, expressly forbidding the confusion of assets between the resources arising from the destination and those arising from the revenues of the public entity.

Clause 24. Any support structures, logistics, consultancies, computerised systems, temporary staff support and temporary expenses aimed at carrying out any actions with resources from the OBLIGATION TO PAY may be contracted by the institution responsible, in compliance with the provisions of each ANNEX.

Paragraph one. No funds from the OBLIGATION TO PAY under this AGREEMENT may be used for ordinary personnel expenses or for projects not related to this AGREEMENT.

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Paragraph two. Funds from the OBLIGATION TO PAY referred to in ANNEX 17 - FEDERAL GOVERNMENT ENVIRONMENTAL ACTIONS may be used for costs with (i) management, administrative, technological and social communication support for the implementation of the initiatives dealt with in that annex, and (ii) the monitoring and supervision of the OBLIGATIONS TO PERFORM related to ANNEX 16 - ENVIRONMENTAL RECOVERY PLAN that are under the GOVERNANCE of the FEDERAL GOVERNMENT and the measures in ANNEX 19 - TRANSITION AND TERMINATION OF PROGRAMMES, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND ITS CONSEQUENCES that are under the GOVERNANCE of the FEDERAL GOVERNMENT and the measures in ANNEX 19 - TRANSITION AND TERMINATION OF PROGRAMMES, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND ITS DEVELOPMENTS that are under the GOVERNANCE of the FEDERAL GOVERNMENT, at the discretion of the Ministry of the Environment and Climate Change, subject to the provisions of the third paragraph of this Clause.

Third Paragraph. Resources of the OBLIGATION TO PAY referred to in ANNEX 3 - INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES AND TRADITIONAL PEOPLE may be used for costs related to (i) managerial, administrative, technological and social communication support for the implementation of the initiatives dealt with in that annex, and (ii) the monitoring and supervision of the transition measures related to PGs 03 and 04 contained in ANNEX 19 - TRANSITION AND TERMINATION OF PROGRAMMES, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND ITS CONSEQUENCES, at the discretion of the Ministries listed in Clause 36, item I.

Paragraph four. Resources of the OBLIGATION TO PAY referred to in ANNEX 12 - STATE INITIATIVES may be used for (i) managerial, administrative, technological and social communication support for the implementation of the initiatives dealt with in that annex, and (ii) costs for monitoring and supervising the OBLIGATIONS TO PERFORM related to ANNEX 16 - ENVIRONMENTAL RECOVERY PLAN that are under the GOVERNANCE of the respective STATES, as well as the measures under state GOVERNANCE set out in ANNEX 19 - TRANSITION AND TERMINATION OF PROGRAMMES, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND THEIR DEVELOPMENTS, at the discretion of the State Executive in charge.

Clause 25. Any socio-environmental and socio-economic demands highlighted by the Federal Public Prosecutor's Office, the Public Prosecutor's Office of the State of Minas Gerais and the Public Prosecutor's Office of the State of Espírito Santo as a priority, due to claims by those affected or public or private organisations of social interest, after the initiation and formalisation of administrative procedures, and based on technical criteria, may be forwarded to the executing institution for evaluation for inclusion in programmes, projects and actions to be carried out, subject to the criteria and limits for the allocation of resources provided for in this AGREEMENT.

Clause 26. The FEDERAL GOVERNMENT and the STATES OF MINAS GERAIS and of ESPÍRITO SANTO will designate focal points to receive requests for clarification from the Justice Institutions regarding the fulfilment of the obligations relating to this AGREEMENT, undertaking to provide responses in a prompt, complete and reasoned manner.

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Clause 27. FUNDAÇÃO RENOVA, the PROMISEE, the SHAREHOLDERS and the RELATED PARTIES shall not be responsible for the management of the resources deposited in the account(s) or fund(s) created or provided for in this AGREEMENT or transferred by any means to the PUBLIC AUTHORITY for the execution of the actions and projects under its responsibility, nor for any errors, damages or failures in the execution of the respective measure, work or project for which the amounts are intended, for any additional costs arising therefrom or for the partial or complete failure to achieve the intended objective, which shall be the sole responsibility of the executing institution.

Clause 28. The establishment of public or private funds for the management of resources arising from this AGREEMENT shall comply with the following minimum criteria:

I. No earmarking of funds for purposes other than those of this AGREEMENT.

II. Existence of transparency and accountability mechanisms.

III. Keeping records of information on investments and the destination of the fund's resources.

IV. Adopt internal mechanisms and procedures for integrity, auditing and encouraging whistleblowing.

V. Submission of the fund's annual financial statements to auditing, without prejudice to control mechanisms.

Section II - FEDERAL GOVERNMENT FINANCIAL GOVERNANCE FOR THE OBLIGATION TO PAY

Clause 29. The funds earmarked for the projects, actions and collective compensatory measures of a socio-economic and socio-environmental nature arising from the OBLIGATION TO PAY provided for in this AGREEMENT, which will be managed by the FEDERAL GOVERNMENT, will be deposited in a private fund called the "Rio Doce Fund".

Clause 30. The Rio Doce Fund will be set up by the National Bank for Economic and Social Development - BNDES, and its regulations will be defined by Decree of the President of the Republic, in fulfilment of the JUDICIAL APPROVAL of this AGREEMENT.

First Paragraph. The FEDERAL GOVERNMENT shall be responsible for informing the PROMISEE and/or the FUNDAÇÃO RENOVA of the effective constitution of the Rio Doce Fund and the respective details for making the payments set out in ANNEX 22 - SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY. The PROMISEE and/or FUNDAÇÃO RENOVA, SHAREHOLDERS and/or their RELATED PARTIES shall not be held liable for any delay in the constitution of the Rio Doce Fund that makes it impossible to comply with ANNEX 22 - SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY.

Second Paragraph. The expenses incurred by the National Bank for Economic and Social Development (BNDES) in setting up and maintaining the Rio Doce Fund shall be borne by the resources contributed to it.

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Third Paragraph. As long as the fund referred to in the *caput* has not been set up for the contribution of the resources that are the object of this AGREEMENT, the resources may be transferred directly to the National Bank for Economic and Social Development - BNDES and held by it in provisional custody until the quotas are paid up, under the terms of this AGREEMENT.

Paragraph four. During the period referred to in the third paragraph, the funds transferred shall be remunerated by the National Bank for Economic and Social Development - BNDES, pro rata die, at the average adjusted daily financing rate calculated by the Special Settlement and Custody System - SELIC for federal public securities, published by the Central Bank of Brazil, or by another rate that may legally replace it.

Paragraph five. The funds transferred to the National Bank for Economic and Social Development - BNDES under the terms of the third paragraph of this Clause, as well as the income provided for in the fourth paragraph, do not form part of the assets of the National Bank for Economic and Social Development - BNDES and do not communicate with its equity, and must be kept in accounting segregation.

Paragraph six. In the event that the fund referred to in the *caput* is not set up, the funds transferred to the National Bank for Economic and Social Development (BNDES) under the terms of the third paragraph, as well as their respective remuneration, shall be cancelled. provided for in the fourth paragraph, shall be earmarked as indicated by the FEDERAL GOVERNMENT, observing the destination and objectives provided for in this AGREEMENT.

Paragraph seven. The expenses incurred by the National Bank for Economic and Social Development (BNDES) in setting up the fund shall be borne by the resources contributed to it.

Paragraph eight. The funds arising from the OBLIGATION TO PAY constitute an obligation to make good through pecuniary consideration and are not public revenue.

Paragraph nine. The Rio Doce Fund's resources, when intended to fund actions to be carried out directly by the Federal Public Administration, must be passed on to the FEDERAL GOVERNMENT, in accordance with the relevant budgetary legislation.

Clause 31. The Rio Doce Fund will be created, administered, managed and represented in and out of court by the National Bank for Economic and Social Development - BNDES, which will directly or indirectly transfer or execute the resources, in the manner set out in the Decree referred to in Clause 30 or in resolutions of the Rio Doce Fund Management Committee, established in Clause 32.

First Paragraph. The PROMISEE and/or FUNDAÇÃO RENOVA, responsible for the OBLIGATION TO PAY, shall assign, in relation to the amounts contributed to the Rio Doce Fund, all the rights of a shareholder, including ownership of the shares, to the FEDERAL GOVERNMENT.

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Second Paragraph. The assets and rights that make up the assets of the Rio Doce Fund, as well as their fruits and income, shall not be communicated with the assets of the federal financial institution, subject to the following restrictions with regard to such assets and rights:

I. They are not part of the federal financial institution's assets.

II. They are not directly or indirectly liable for any obligation of the federal financial institution.

III. They are not included in the list of assets and rights of the federal financial institution, for the purposes of judicial or extrajudicial liquidation.

IV. They cannot be pledged as collateral for federal financial institution debts.

V. They are not enforceable by any creditors of the federal financial institution, however privileged they may be.

VI. No encumbrances in rem may be placed on any real estate that may constitute its assets.

Clause 32. A Management Committee shall be set up to manage the resources of the Rio Doce Fund:

I. Approve its internal regulations.

II. Establish the guidelines and regulations for the actions referred to in this AGREEMENT, in conjunction with the Ministries listed in Clause 36.

III. Draw up and approve an annual plan for the use of the fund's resources and any amendments thereto, in compliance with the provisions of this AGREEMENT, in conjunction with the Ministries listed in Clause 36.

IV. Approve the reports on the implementation of the annual plan for the application of Rio Doce Fund resources.

Sole Paragraph. The operating rules of the Rio Doce Fund Management Committee, or of any other relevant collegiate bodies, and of the governance of the execution of the resources, will be regulated by Decree of the President of the Republic.

Clause 33. The Rio Doce Fund's bylaws shall provide, among other aspects to be regulated in the Decree referred to in Clause 30, for:

I. The allocation of resources, guidelines and regulations for the actions under this AGREEMENT are the responsibility of the FEDERAL GOVERNMENT, as defined by the Rio Doce Fund Management Committee.

II. The form of remuneration of the fund management institution.

III. The sanctions applicable in the event of non-compliance with the terms agreed with the recipients of the fund's resources.

IV. The contracting of partner institutions of any kind for the fulfilment of its purposes.

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V. The investment policy.

VI. The governance of the Rio Doce Fund, which should include rules on:

a. Active transparency.

b. The control of the execution of resources, including by external control bodies.

c. To the audit.

VII. The power of the Rio Doce Fund's managing institution to decide on the management and disposal of the fund's assets and rights, ensuring that its profitability and liquidity are maintained.

Sole Paragraph. Unused amounts or amounts not executed in accordance with the application plan must be returned to the Rio Doce Fund, in accordance with its bylaws.

Clause 34. In the event that all the funds are not used, the remaining balance must be passed on to the FEDERAL GOVERNMENT.

Clause 35. The National Bank for Economic and Social Development (BNDES) shall sign this AGREEMENT as a consenting intervener.

Sole Paragraph. The intervention-annuity to be given by the National Bank for Economic and Social Development - BNDES is limited to the rules relating to the operationalisation of the Rio Doce Fund provided for herein, and does not represent consent or ratification on its part to the other provisions of this AGREEMENT.

Section III - Thematic Governance of the FEDERAL GOVERNMENT for the OBLIGATION TO PAY

Clause 36. For the actions and programmes that are the responsibility of the FEDERAL GOVERNMENT, arising from the OBLIGATION TO PAY referred to in this AGREEMENT, financial management will be carried out in accordance with Clauses 29 to 35 as well as the following distribution, for thematic management:

I. The management of actions and projects aimed at Indigenous People, Quilombola Communities and Traditional People, for the purposes of public policies aimed at this public and to enable consultation and monitoring of the measures referred to in ANNEX 3 - INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES AND TRADITIONAL PEOPLE will be the joint responsibility of the Ministry of Agrarian Development and Family Agriculture, the Ministry of Racial Equality and the Ministry of Indigenous People.

II. The management of the Income Transfer Programme, set out in ANNEX 4 - INCOME TRANSFER PROGRAMME (PTR), will be the responsibility of the Ministry of Agrarian Development and Family Agriculture, as far as family farmers are concerned, and the Ministry of Fisheries and Aquaculture, as far as fishermen are concerned.

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III. The management of the actions and projects of the Economic Recovery Programme - Productive Promotion Axis, set out in ANNEX 5 - PROGRAMME TO ENCOURAGE EDUCATION, SCIENCE, TECHNOLOGY AND INNOVATION, PRODUCTION AND ECONOMIC RETURN (PRE) will be the responsibility of the Ministry of Social Development and Fight against Hunger.

IV. The management of the actions and projects of the Economic Recovery Programme - Support for Agricultural and Forestry Production Chains, set out in ANNEX 5 - PROGRAMME TO ENCOURAGE EDUCATION, SCIENCE, TECHNOLOGY AND INNOVATION, PRODUCTION AND ECONOMIC RECOVERY (PRE), will be the responsibility of the Ministry of Agrarian Development and Family Farming, in conjunction with the Ministry of Agriculture and Livestock.

V. The management of the actions and projects of the Resumption Programme - Axis for Promoting Education, Science, Technology and Information, set out in ANNEX 5 - PROGRAMME TO ENCOURAGE EDUCATION, SCIENCE, TECHNOLOGY AND INNOVATION, TO PRODUCTION AND ECONOMIC RETURN (PRE), will be the responsibility of the Ministry of Mines and Energy, in conjunction with the Ministry of Education and the Ministry of Science, Technology and Innovation.

VI. The management of actions to implement the Federal Council for Social Participation in the Doce River Basin and the Doce River Basin People's Fund, set out in ANNEX 6 - SOCIAL PARTICIPATION, will be the responsibility of the General Secretariat of the Presidency of the Republic.

VII. The Ministry of Agrarian Development and Family Farming will be in charge of managing the Independent Technical Consultancies/Assistances provided for in ANNEX 6 - SOCIAL PARTICIPATION.

VIII. The management of actions to strengthen the Unified Social Assistance System, set out in ANNEX 7 - STRENGTHENING THE UNIFIED SOCIAL ASSISTANCE SYSTEM, will be the responsibility of the Ministry of Social Development and Fight against Hunger.

IX. The management of the actions and projects relating to Health, referred to in ANNEX 8 - HEALTH, as far as the FEDERAL GOVERNMENT is concerned, will be the responsibility of the Ministry of Health.

X. The management of the sanitation programmes and projects referred to in ANNEX 9 - BASIC SANITATION, as far as the FEDERAL GOVERNMENT is concerned, will be the responsibility of the Special Secretariat for the Partnership and Investment Programme of the Civil House of the Presidency of the Republic, in conjunction with the Ministry of Cities.

XI. The management of actions and projects relating to fisheries, as referred to in ANNEX 10 - FISHING, as far as the FEDERAL GOVERNMENT is concerned, will be carried out jointly by the Ministry of the Environment and Climate Change and the Ministry of Fisheries and Aquaculture.

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XII. The management of actions and projects relating to inter-federative cooperation on mobility infrastructure, as referred to in ANNEX 13 - INTERFEDERATIVE COOPERATION ON MOBILITY INFRASTRUCTURE, insofar as it falls to FEDERAL GOVERNMENT , will be carried out by the Ministry of Transport.

XIII. The management of actions and projects to reinforce inspection activities in the prevention and mitigation of mining risks, provided for in ANNEX 14 - REINFORCEMENT THE TAXATION ACTIVITIES OF THE FEDERAL PUBLIC GOVERNMENT IN THE PREVENTION AND MITIGATION OF RISKS IN MINING, will be the responsibility of the Ministry of Mines and Energy.

XIV. The management of actions and projects to compensate for the socio-environmental impact, under the terms of ANNEX 17 - ENVIRONMENTAL ACTIONS OF THE FEDERAL GOVERNMENT, will be the responsibility of the Ministry of the Environment and Climate Change.

XV. The management of the resources relating to the social security reimbursement, provided for in ANNEX 20 - SOCIAL SECURITY REIMBURSEMENT, will be the responsibility of the National Institute of Social Security - INSS.

Paragraph one. Within 15 (fifteen) calendar days of the JUDICIAL APPROVAL of the AGREEMENT, each Ministry and entity listed in items I to XV shall designate a holder and an alternate, responsible, in each body, for coordinating the projects and programmes arising from the OBLIGATION TO PAY of this AGREEMENT, and due publicity shall be given on the Single Portal of this AGREEMENT provided for in ANNEX 21 - COMMUNICATION AND TRANSPARENCY.

Second Paragraph. For the actions of the FEDERAL GOVERNMENT provided for in this AGREEMENT, the six-monthly meetings referred to in Clause 19, fifth paragraph, shall be convened and held by the Ministries and entities responsible for managing projects and programmes, as distributed in items I to XV.

Third Paragraph. The Ministries listed in items I to XV may delegate management powers to their related entities.

Section IV - Management of Obligations by Institutions of Justice

Clause 37. The Justice Institutions identified below ("Justice Institutions" or "Institutions of Justice") shall jointly manage the obligations listed in this Section:

I. Federal Public Prosecutor's Office.

II. Public Prosecutor's Office of the State of Espírito Santo.

III. Public Prosecutor's Office of the State of Minas Gerais.

IV. Public Defender's Office of the State of Espírito Santo.

V. Public Defender's Office of the State of Minas Gerais.

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VI. Federal Public Defender's Office.

First Paragraph. Within 10 (ten) working days of the JUDICIAL APPROVAL of this AGREEMENT, the Justice Institutions listed above undertake to appoint, by an act of the head of the institution, the head and deputy head of each Justice Institution responsible for the execution of this AGREEMENT.

Second Paragraph. The collegiate decisions of the Justice Institutions will be adopted by simple majority, in a deliberation in which the PROMISEES indicated in the *caput* will participate.

Clause 38. The following shall be the sole responsibility of the Justice Institutions: (i) the governance of the OBLIGATIONS TO PERFORM relating to (i.a) the Communication, Participation, Dialogue and Social Control Programme (PG-06), (i.b) the National and International Communication Programme (PG-36) set out in ANNEX 19 - TRANSITION AND TERMINATION OF PROGRAMMES, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND ITS DEVELOPMENTS, and (ii) the management of the funds provided for in the obligation to pay relating to the Support Structure and Socio-environmental Projects specified in Clause 4, item II, point f, item 2, and the Women's Programme specified in Clause 4, item II, point f, item 1.

Clause 39. The GOVERNANCE of ANNEX 2 - INDIVIDUAL INDEMNIFICATION shall be autonomous in each state and will be the responsibility of the Institutions of Justice of the respective territorial extension. For the initiatives in the STATE OF MINAS GERAIS, the GOVERNANCE will be made up of the FEDERAL PUBLIC PROSECUTORS, FEDERAL PUBLIC DEFENDERS, PUBLIC PROSECUTORS FOR THE STATE OF MINAS GERAIS and PUBLIC DEFENDERS FOR THE STATE OF MINAS GERAIS. For the initiatives in the STATE OF ESPÍRITO SANTO, the GOVERNANCE will be made up of the FEDERAL PUBLIC PROSECUTORS, the FEDERAL PUBLIC DEFENDERS OFFICE, the PUBLIC PROSECUTORS FOR THE STATE OF ESPÍRITO SANTO and the PUBLIC DEFENDERS' OFFICE FOR THE STATE OF ESPÍRITO SANTO.

Clause 40. The Women's Programme is hereby created, for which the sum of BRL 1,000,000,000.00 (one billion reais) is earmarked, for initiatives to be implemented and managed by the Institutions of Justice for the benefit of the women of the Doce River Basin and the northern coast of the STATE OF ESPIRITO SANTO.

Clause 41. BRL60,000,000.00 (Sixty million reais) will be earmarked for the support structure of the Justice Institutions.

Clause 42. BRL 200,000,000.00 (Two hundred million reais) will be earmarked for Socio-Environmental Projects to be defined by the Justice Institutions, to be carried out in the STATES OF MINAS GERAIS and/or ESPÍRITO SANTO, preferably in the Doce River Basin and on the northern coast of the STATE OF ESPÍRITO SANTO.

Clause 43. The results of the initiatives indicated in Clauses 40, 41 and 42 will also be publicised on this AGREEMENT's Single Portal, in accordance with ANNEX 21 - COMMUNICATION AND TRANSPARENCY.

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Clause 44. No funds from this AGREEMENT may be used for ordinary personnel expenses, for projects not related to this AGREEMENT, or for the hiring of an AUDIT of the OBLIGATION TO PAY.

Clause 45. In the event that the amounts indicated in Clauses 40, 41 and 42 are not used for their respective purposes, the balance remaining at the end of each financial year may be used as decided by the Justice Institutions for projects of socio-environmental interest in the Doce River Basin and the northern coast of the STATE OF ESPIRITO SANTO.

Clause 46. The amounts earmarked for the actions in the previous clauses must be deposited by the PROMISEE and/or FUNDAÇÃO RENOVA in a judicial account linked to a process to be indicated by the Justice Institutions, in accordance with the ANNEX. 22 - FINANCIAL DISBURSEMENT SCHEDULE OF THE OBLIGATION TO PAY.

Paragraph one. The amount to be deposited in court for the Women's Programme referred to in Clause 40 will be defined after the entity responsible for its management and operation has been contracted.

Second Paragraph. The PROMISEE and/or the FUNDAÇÃO RENOVA and the Justice Institutions may agree, by mutual agreement, on a form of deposit other than the aforementioned during the execution of this AGREEMENT, with the aim of improving its execution.

Clause 47. In order to carry out the Women's Programme, the Justice Institutions will submit a Terms of Reference for the hiring, by the PROMISEE, of an entity with notorious capacity to operate the programme, which will be managed by the Justice Institutions.

First Paragraph. Payment for the contract established in this Clause shall be made directly by the PROMISEE and/or FUNDAÇÃO RENOVA to the entity selected by the Justice Institutions to manage and operate the programme referred to in this Clause. The amount corresponding to the contracting shall make up the total amount referred to in Clause 40 above and shall be deducted from the instalments allocated for this initiative in ANNEX 22 - SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY.

Second Paragraph. Once the Terms of Reference have been made available by the Justice Institutions, the PROMISEE will carry out a selection process to obtain technical and commercial proposals from companies interested in managing and operating the programme. The proposals received will be made available to the Justice Institutions within 60 (sixty) days of the Terms of Reference being made available for them to select the entity to be contracted.

Third Paragraph. The PROMISEE must formalise the hiring of the selected entity within 60 (sixty) days of the Institutions of Justice notifying them of the selection of the entity to be hired to manage and operate the programme.

Paragraph four. The selection process will only begin when the Terms of Reference have been made available and there are sufficient resources available for this initiative in ANNEX 22 - SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY.

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Paragraph five. The Justice Institutions will be consenting parties to the contract between the PROMISEE and the entity responsible for managing and operating the programme and will carry out the technical and operational management of the services to be provided by the latter. The PROMISEE will only pay the consideration provided for in the contract after approval by the Justice Institutions.

Paragraph six. There shall be no interference or responsibility on the part of the PROMISEE, the SHAREHOLDERS and/or RELATED PARTIES over such services and/or on any other aspects of the programme, including selection criteria for programme initiatives.

CHAPTER V

OBLIGATIONS TO PERFORM

Clause 48. SAMARCO'S and/or FUNDAÇÃO RENOVA'S OBLIGATIONS TO PERFORM related to the COLLAPSE are redefined in this AGREEMENT, according to the criteria and adjustments contained therein and in their respective ANNEXES.

Clause 49. As provided for in Clause 1, paragraph six, the OBLIGATIONS TO PERFORM provided for in this AGREEMENT fully replace all the obligations to perform provided for in the agreements that are related to the COLLAPSE and its impacts, so that SAMARCO and/or FUNDAÇÃO RENOVA will not remain obliged to carry out any of the actions previously established and which have not yet been fulfilled, unless otherwise established in this AGREEMENT.

First Paragraph. SAMARCO'S and/or FUNDAÇÃO RENOVA'S OBLIGATIONS TO PERFORM are governed by clear, objective and measurable delivery indicators and milestones, defined in this AGREEMENT and its ANNEXES, based on Brazilian legislation and applicable Brazilian technical standards, which shall be deemed to have been fully complied with by achieving the respective objective delivery milestones, targets and indicators, as determined by GOVERNANCE, in accordance with this AGREEMENT.

Second Paragraph. Any changes to these delivery milestones or to the schedules approved by the competent GOVERNANCE may only occur on an exceptional basis, duly justified technically and when necessary to fulfil the respective obligation, and must be formalised by mutual agreement between the PARTIES.

Clause 50. The PROMISEE and FUNDAÇÃO RENOVA undertake to carry out the OBLIGATIONS TO PERFORM provided for in the actions/projects/programmes defined in Clause 4, item IV.

Clause 51. SAMARCO or the FUNDAÇÃO RENOVA, in agreement with the competent GOVERNANCE, may replace a specific OBLIGATION TO PERFORM with another with equivalent results, in the event of proven disproportionate negative socio-environmental impacts as a result of the reparation measure, unfeasibility or impossibility of compliance, following an assessment by the competent body.

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Clause 52. Exceptionally and in a justified manner, the PARTIES, in agreement with the competent GOVERNANCE, may substitute a certain OBLIGATION TO PERFORM for an obligation to pay, subject to the respective financial value to be defined at the time of the conversion of the obligation, in the event of proven disproportionate negative socio-environmental impacts as a result of the reparation measure, unfeasibility or impossibility of compliance, following an assessment by the competent body.

Clause 53. Considering the public interest of the measures, works and actions established under this AGREEMENT, the authorisation or licensing procedures to be carried out with the Executive Power of the STATE OF MINAS GERAIS, the STATE OF ESPÍRITO SANTO and the FEDERAL GOVERNMENT and their respective Commission shall, in accordance with the procedure laid down in Article 4(2), ensure the reasonable duration of the process and the means that guarantee the speed with which it is processed, as a matter of priority, in compliance with the applicable legislation, with a view to efficient execution of the measure in the common interest.

Clause 54. The PROMISEES, within the scope of their powers, shall make their best efforts with the competent bodies and entities to, once the legal requirements have been met, issue the consent or manifestation necessary for the formalisation and conclusion of the authorisation, grant or licensing processes, with a view to providing the necessary information and documents and guaranteeing the smooth running of the respective procedures.

Clause 55. In the event of delays caused by the PROMISEES and/or the PUBLIC AUTHORITIES in assessing the documents, issuing licences, opinions and authorisations necessary for the execution of the PERFORMANCE OBLIGATIONS undertaken by the PROMISEE and/or the FUNDAÇÃO RENOVA, which compromise the schedule of activities, adjustments may be made, limited to the proportional extent of the delays.

First Paragraph. The PROMISEE and/or the FUNDAÇÃO RENOVA shall submit to GOVERNANCE for approval proposed adjustments to the schedule and projects for implementing the actions, limited to the proportional extent of delays caused by the PROMISEES and/or the PUBLIC GOVERNMENT, duly substantiated.

Second Paragraph. Adjustments and alterations to the schedule will not characterise default on the part of the PROMISEE and/or the FUNDAÇÃO RENOVA, as established in CHAPTER IX - PENALTIES.

Clause 56. In the event of persistent default, inaction, omission or delay by the PROMISEE of more than thirty (30) days from the notification provided for in Clause 95 in CHAPTER IX - PENALTIES, in the performance of any of the OBLIGATIONS TO PERFORM GOVERNANCE shall notify the SHAREHOLDERS of the need to initiate and/or resume fulfilment of the obligation, granting them a period of up to thirty (30) days to decide between the following measures:

I. Provide the necessary capital to the PROMISEE, in proportion to their respective shareholdings at the time of the COLLAPSE, to enable the resumption of the fulfilment of the respective OBLIGATION TO PERFORM; or

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II. Hiring a third party to carry out the resumption of the respective PERFORMANCE OBLIGATION in place of the PROMISEE, preferably for a temporary period, with the costs of such hiring to be shared in accordance with item I.

Paragraph 1. Once the deadline has elapsed and the alternative has been chosen, the SHAREHOLDERS shall notify GOVERNANCE of the decision and begin implementing it within 45 (forty-five) days in the case of item II, and 15 (fifteen) days in the case of item I.

Second Paragraph. The provisions of this Clause shall also apply in the event of bankruptcy, any type of closure or reduction of activities that impact on the fulfilment of the obligations arising from this AGREEMENT by the PROMISEE.

Clause 57. In the event of exhaustion of assets or insolvency, or due to impossibility or incapacity, including technical impossibility, to fulfil the obligation to perform and/or pay agreed by the SHAREHOLDERS in Clauses 17 and 56 above, the PUBLIC AUTHORITIES may adopt legal measures for the full fulfilment of the OBLIGATION TO PAY and the OBLIGATIONS TO PERFORM provided for in this AGREEMENT vis-à-vis the SHAREHOLDERS.

CHAPTER VI

GOVERNANCE OF OBLIGATIONS TO PERFORM

Section I - General Provisions

Clause 58. This CHAPTER establishes the GOVERNANCE of the OBLIGATIONS TO defined in CHAPTER V - OBLIGATIONS TO PERFOM.

Paragraph one. Governance over the projects, measures and actions defined in this AGREEMENT ("GOVERNANCE") shall be guided by simplicity of decision-making procedures, with the decision of the legally competent bodies prevailing, where appropriate, avoiding antagonistic positions between them and GOVERNANCE, with a clear definition of attributions and respect for the autonomy and legal attributions of public institutions.

Second Paragraph. Decisions or requests by GOVERNANCE shall be expressly motivated and based on the provisions of this AGREEMENT, national legislation and/or the relevant national technical standards.

Clause 59. The competent entity responsible for GOVERNANCE may hear the other entities in order to make a decision, in a formal, non-binding statement, within the original period for evaluation by the responsible entity.

Clause 60. The GOVERNANCES of OBLIGATIONS TO PERFORM are:

I. Monitoring and inspection of the execution of the OBLIGATIONS TO PERFORM, which may be subsidised, when necessary at the discretion of the PROMISEES responsible for the respective GOVERNANCE, by a non-binding assessment of the respective AUDIT/CONSULTANCY contracted under the terms of this AGREEMENT.

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II. Definition of complementary technical guidelines, provided they are substantiated, based on Brazilian normative acts, regarding specific details of the FUNDAÇÃO RENOVA's and/or the PROMISEE's OBLIGATIONS TO PERFORM, when they have not been specified in the ANNEXES to this AGREEMENT, or when their specification is indispensable for the fulfilment of the OBLIGATION TO PERFORM.

III. Verification of the fulfilment of the PROMISEE'S and/or FUNDAÇÃO RENOVA'S OBLIGATIONS TO PERFORM and issue releases to them in the event of the achievement of the targets or deliveries set out in the ANNEXES to this AGREEMENT, when the release is provided for in this AGREEMENT.

Paragraph one. The analysis of the issue of release by GOVERNANCE will be based on the criteria and delivery milestones established in this AGREEMENT and the respective ANNEXES, and must be legally and technically grounded, based exclusively on the applicable national technical standards and regulations.

Second Paragraph. In the event that the entity responsible for the GOVERNANCE of the obligation does not state that the obligation has been released within the period set out in this AGREEMENT, this fact may be communicated to the competent court, as provided for in Clause 154 of this AGREEMENT, by the PROMISEE and/or the SHAREHOLDERS, so that fulfilment of the OBLIGATION TO PERFORM may be declared and the respective release declared.

Clause 61. Each ANNEX dealing with OBLIGATIONS TO PERFORM of the AGREEMENT shall indicate the GOVERNANCE responsible for each obligation separately, or for the set of obligations of the ANNEX, as the case may be.

Clause 62. The contracted AUDIT(S) may support the GOVERNANCE responsible for monitoring the OBLIGATIONS TO PERFORM, at the discretion of the respective PROMISEE(S) responsible for the GOVERNANCE of each measure, to assess the achievement of the targets and delivery milestones agreed in this AGREEMENT and on a non-binding technical-opinion basis.

First Paragraph. The GOVERNANCE responsible, at its discretion, may require the AUDIT to carry out analyses, inspections and other diligence, such as the production of reports, technical notes, opinions, reports and the like, as necessary to technically support its analyses of compliance with the OBLIGATIONS TO PERFORM.

Paragraph two. The conclusions of the AUDIT are not binding, but will subsidise the GOVERNANCE responsible for decision-making, and should not be interpreted as creating additional obligations for the FUNDAÇÃO RENOVA, the PROMISEE and the SHAREHOLDERS.

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Subsection A - State governance of OBLIGATIONS TO PERFORM

Clause 63. State governance will be exercised in a collegiate manner by the respective PROMISEES of the state, called the State Committee:

I. The executive branch of each state.

II. Each state's Public Prosecutor's Office.

III. Public Defender's Office in each state.

IV. Federal Public Prosecutor's Office.

Paragraph one. The executive secretariat for articulating actions in state governance will be exercised by the respective State Executive Power, through the coordination of each state's Pro Doce River Steering Committee.

Second Paragraph. Within 5 (five) working days of the JUDICIAL APPROVAL of this AGREEMENT, the PROMISORS undertake to appoint to the Pro-Doce River Steering Committee of each state, by act of the highest leader, the head (strategic level), deputy head (tactical level) and deputy responsible in each institution for the implementation of the AGREEMENT, who will have the authority to formally represent the institution on any issues related to the implementation of this AGREEMENT.

Third Paragraph. The collegiate decisions of GOVERNANCE shall be adopted by majority vote, in a deliberation in which the Promisors indicated in the *caput* shall participate and shall be binding on all the Promisors.

Subsection B - Federal governance of OBLIGATIONS TO PERFORM

Clause 64. The federal governance of the OBLIGATIONS TO PERFORM shall be exercised independently by its Ministries and entities, in the form of this Subsection.

First Paragraph. The Ministries listed in this Subsection may delegate the GOVERNANCE they are responsible for to their respective linked entities.

Second Paragraph. Each entity responsible for GOVERNANCE will hold six-monthly meetings with the Federal Public Prosecutor's Office in order to present the progress of the OBLIGATIONS TO PERFORM, and extraordinary meetings may be called.

Clause 65. It shall be the responsibility of the federal government, as listed below, to monitor the following OBLIGATIONS TO PERFORM of the FUNDAÇÃO RENOVA and/or the PROMISEE:

I. Governance of the actions relating to ANNEX 16 - ENVIRONMENTAL RECOVERY PLAN that are the responsibility of the FEDERAL GOVERNMENT will be the responsibility of the Ministry of the Environment and Climate Change or its affiliates, in the form of the aforementioned ANNEX;

II. The governance of any actions and projects provided for in ANNEX 3 - INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES AND TRADITIONAL PEOPLE shall be the responsibility of the Ministry of Indigenous People, the Ministry of Racial Equality and the Ministry of Agrarian Development and Family Agriculture;

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III. The governance of the actions provided for in ANNEX 19 - TRANSITION AND TERMINATION OF PROGRAMMES, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING OUT OF THE COLLAPSE AND ITS CONSEQUENCES, is detailed therein.

Sole Paragraph. Within 15 (fifteen) calendar days of the JUDICIAL APPROVAL of this AGREEMENT, each Ministry indicated in this Subsection and in ANNEX 19 will - TRANSITION AND CLOSURE OF PROGRAMMES, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM COLLAPSE AND ITS CONSEQUENCES shall designate a member and an alternate responsible, in each body, for executing the governance of this AGREEMENT, which must be duly publicised on the Transparency Portal provided for in ANNEX 21 - COMMUNICATION AND TRANSPARENCY.

Clause 66. In the exercise of GOVERNANCE, the federal entities responsible may request the non-binding opinion of the state governments of other PROMISEES, as well as being asked by them to provide clarification on issues related to the fulfilment of the obligations referred to in Clause 65.

CHAPTER VII

AUDIT OF OBLIGATIONS TO PERFORM

Clause 67. The OBLIGATIONS TO PERFORM of this AGREEMENT that remain the responsibility of SAMARCO and/or FUNDAÇÃO RENOVA may be subject to independent external audits, at the discretion of the respective GOVERNANCE ("AUDIT").

Clause 68. The purpose of the AUDIT(S) shall be to assess the monitoring of the OBLIGATIONS TO PERFORM and the achievement of the deliveries or metrics agreed for each OBLIGATION TO PERFORM under the responsibility of SAMARCO and/or FUNDAÇÃO RENOVA, in accordance with the respective ANNEXES to this AGREEMENT, based on national legislation and/or the relevant national technical standards.

Paragraph one. Two (2) AUDITS will be contracted, one of which will be responsible for assessing the socio-environmental DUTIES and the other the socio-economic DUTIES, in accordance with the provisions of this AGREEMENT.

Paragraph two. The AUDIT of the socio-environmental OBLIGATIONS TO PERFORM will also have the advisory scope of assisting GOVERNANCE in carrying out preparatory activities.

Third paragraph. The findings of the AUDIT(S) shall be expressed in a report or technical note.

Clause 69. The AUDIT(S) shall strive for efficiency in the execution of their activities, and the overlapping of analyses and activities of different audits on the same obligation shall be prohibited.

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Clause 70. GOVERNANCE may request the support of AUDIT to define complementary technical guidelines when their specification is indispensable for the fulfilment of the OBLIGATION TO PERFORM, subject to Clause 49, first paragraph, of this AGREEMENT.

Clause 71. The AUDIT(S) shall be contracted by SAMARCO, according to the guidelines and rules established in this AGREEMENT for the duration of the accompanying OBLIGATION TO PERFORM, observing the maximum contractual term of 5 (five) years.

Paragraph one. At the end of the contractual period without completion of the accompanying OBLIGATION TO PERFORM, the contractor must deliver to GOVERNANCE all the material it has produced and/or received from SAMARCO and/or FUNDAÇÃO RENOVA, as well as submitting it to GOVERNANCE and the PROMISEE, at the same time, a conclusive and detailed follow-up report on the OBLIGATION TO PERFORM, which must be drawn up on the basis of Brazilian legislation and Brazilian technical standards.

Paragraph two. In the event of a justified need to continue the work of the AUDIT(S) to monitor the OBLIGATION(S) TO PERFORM, the new contracting period must comply with the rules of the *heading* and the process described in Clause 72.

Third Paragraph. The process of contracting the work of the continuing AUDIT(s) shall follow the procedure set out in Clause 72.

Paragraph four. There is no prohibition on hiring the same institution(s) to continue the AUDIT work, provided that, once the obligations to make material available and to draw up a conclusive report with parameters for measuring the accompanying OBLIGATION TO PERFORM have been fulfilled, as set out in the first paragraph, a new tender procedure is carried out by SAMARCO and/or FUNDAÇÃO RENOVA and the institution(s) have submitted the best commercial and technical proposals.

Paragraph five. The institution(s) contracted to continue the AUDIT work may not review the analyses, recommendations and conclusions of the previous institution(s) with regard to the partial release of the accompanying OBLIGATION TO PERFORM.

Paragraph six. In order to ensure the continuity of the AUDIT work in the event of non-completion of the OBLIGATION TO PERFORM within the contractual period of 5 (five) years, the AUDIT then contracted shall remain responsible for the follow-up work until the audit institution that won the competitive procedure is duly contracted, so that there is no interruption in the work.

Clause 72. The process of contracting the AUDIT(S) shall follow the following system:

I. SAMARCO and/or FUNDAÇÃO RENOVA shall carry out within 45 (forty-five) days of the JUDICIAL APPROVAL OF THE AGREEMENT the tendering process(es) for the selection of institutions with the technical qualifications to monitor the OBLIGATIONS TO PERFORM, in compliance with the requirements of this CHAPTER VII - AUDIT OF OBLIGATIONS TO PERFORM;

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II. Once the tendering process is closed, SAMARCO and/or FUNDAÇÃO RENOVA will submit 4 (four) commercial and technical proposals from the selected institutions to the GOVERNANCES within a maximum of 15 (fifteen) calendar days.

III. Within 15 (fifteen) calendar days of submitting the commercial proposals, the respective GOVERNANCE(S), jointly or by majority, will choose the institution to be contracted for each AUDIT scope, giving technical and financial reasons for their decision. The GOVERNANCE(S) may reject all the proposals with good reason, in which case the process will have to be restarted.

IV. The AUDIT will be contracted within 45 (forty-five) calendar days of receiving the decision from the GOVERNANCE(S).

V. Copies of the contracts must be sent to the GOVERNANCE(S) within 15 (fifteen) calendar days of the contract being signed.

Paragraph First. The minimum qualification criteria to act as AUDITOR of the OBLIGATIONS TO PERFORM of this AGREEMENT are as follows:

I. Submission of documentation proving technical qualifications comprising experience in auditing socio-environmental and/or socio-economic projects, technical quality, expertise and recognised independence.

II. They are characterised as valid experiences for socio-environmental and/or socio-economic projects:

a. Current work or work that took place no more than 15 (fifteen) years ago, with at least one of the experiences being in the last 5 (five) years, with proof of work on the topics covered by the OBLIGATIONS TO PERFORM being mandatory socio-environmental or socio-economic aspects of this AGREEMENT, depending on the scope that the bidder is interested in providing.

b. A minimum of two (2) years' experience as a manager or auditor in projects or programmes related to recovery and response to socio-environmental or socio-economic accidents or disasters, depending on the scope the applicant is interested in providing.

c. Acting, as manager or auditor, in socio-environmental or socio-economic recovery projects or programmes, depending on the scope that the applicant is interested in providing, with a minimum budget of BRL 10,000,000.00 (ten million reais), aimed at recovering areas affected by environmental accidents or disasters.

III. Proof of an organisational structure and sufficient technical resources to carry out the activities provided for in the contract, by presenting an organisational chart, a professional staff and a description of the main tools and methods used in the socio-economic and socio-environmental audit work.

IV. The teams of employees of the AUDIT(S) must be fully available to carry out the activities defined in the respective contract, meeting the deadlines set out therein, and must be made up of at least 40% (forty per cent) of the team of senior consultants/auditors with at least 10 (ten) years' experience, in addition to another 30% (thirty per cent) of full professionals with at least 5 (five) years' experience in work related to the subject of the DUTIES to be audited.

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V. Respect the minimum composition of the team responsible for the project, which must include a senior coordinator in charge, who will be responsible for the AUDIT, for the DUTIES audited.

VI. AUDIT professionals must have proven experience in the areas of technical auditing, financial auditing, project management, always related to socio-economic or socio-environmental issues or projects, depending on the scope that the bidder is interested in providing.

VII. The financial proposal must comply with market values and present the following legal documents:

a. The Profit and Loss Account (DRE) and Balance Sheet for the last two (2) years, proving the company's financial health and economic stability.

b. AUDITORIA's Articles of Association or equivalent up-to-date document proving the company's good standing and legal structure.

c. The CNPJ card, proving the company's active and regular registration with the Internal Revenue Service.

d. Negative Labour Debt Certificate, attesting to the absence of any pending issues or irregularities related to labour matters.

e. FGTS Regularity Certificate (CRF), proving that the company is up to date with its obligations to the Severance Indemnity Fund (Fundo de Garantia por Tempo de Serviço).

f. Negative or Positive Certificates with Negative Effects of Municipal, State and Federal Taxes, proving the AUDIT's fiscal regularity in all tax spheres.

VIII. The AUDIT may not have any relationship with the PROMISEE, FUNDAÇÃO RENOVA or the SHAREHOLDERS and may not have contracted with them in the last three years.

Paragraph two. Once the team responsible has been approved, it will only be possible to replace a professional with another with experience and/or qualifications considered equivalent or superior.

Third Paragraph. Additional documents may be requested and/or some of the requirements waived due to factual impossibility or non-existence in the market, at the request of the PROMISEE and/or FUNDAÇÃO RENOVA, with the approval of the GOVERNANCE(S).

Paragraph four. AUDIT shall maintain a representation team in Belo Horizonte/MG and another in Vitória/ES.

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Paragraph five. The AUDIT fee will be linked to the delivery of final reports for each stage of the AUDIT.

Clause 73. The PARTIES agree that, until the conclusion of a new socio-environmental AUDIT contracting process, the audit team that already carries out this activity will be maintained, based on agreements signed by SAMARCO with the Minas Gerais State Public Prosecutor's Office to analyse: (i) Tailings Management; (ii) Reforestation; (iii) Resumption of Candonga Hydroelectric Power Plant Activities; and (iv) S4 Dike.

First Paragraph. Once the socio-environmental AUDIT contracting process has been completed, the audit contracts currently in force referred to in this Clause shall be terminated.

Second Paragraph. The company currently contracted for the activities provided for in this Clause must complete the work and submit a conclusive report, according to the stage of repair ascertained by the closing date of this term, and make all the material produced available to the PARTIES and to any new AUDIT to be contracted, in an organised manner suitable for a complete understanding of the data and results.

Clause 74. When requested by GOVERNANCE, the AUDITOR(S) shall monitor the OBLIGATION(S) TO PERFORM assigned to them by means of on-site inspections, meetings, the preparation of quarterly reports as well as reports, opinions and technical notes, restricted to the parameters defined in this AGREEMENT, with a view to complying with the scope defined in Clause 68.

Paragraph one. The statements of the AUDIT(S) must be produced within the deadlines, periodicity and conditions set out in the contract.

Second Paragraph. The deadlines for the statements by the AUDIT(S) may differ from the contractual deadlines if the time required to fulfil the accompanying OBLIGATION TO PERFORM and its assessment by GOVERNANCE so requires.

Third Paragraph. Failure by the AUDIT to provide quarterly reports, reports, opinions and technical notes may result in the temporary suspension of payment for the respective delivery until it is duly regularised, with a proportional adjustment of the fees.

Paragraph four. Any action by AUDIT outside the scope of the contract shall constitute breach of contract.

Fifth Paragraph. The AUDIT activity(ies) may be suspended and/or terminated, in whole or in part, upon release for full fulfilment of the respective OBLIGATION TO PERFORM, as defined in CHAPTER VIII - RELEASE.

Paragraph six. The statements made by the AUDIT(S) will not be binding and are intended to subsidise the analysis and decision-making by GOVERNANCE, which may occur even before these statements are made.

Paragraph seven. The absence of a statement from the AUDITOR(S) due to omission, delay or any other reason shall not, under any circumstances, jeopardise compliance with the deadlines for delivery of the accompanying OBLIGATION TO PERFORM DO.

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Eighth paragraph. The statements of the AUDIT(S) must be produced in accessible language and be technically grounded, objective and based on criteria recognised in this AGREEMENT, in Brazilian legislation or, alternatively, in Brazilian technical standards.

Clause 75. The reports, opinions and technical notes produced by the AUDIT(S) shall be made available at the same time to the respective GOVERNANCE of the obligation(s) assessed and to SAMARCO and/or FUNDAÇÃO RENOVA, depending on who is responsible for carrying them out (PRELIMINARY AUDIT REPORT).

Paragraph 1. GOVERNANCE, SAMARCO and/or FUNDAÇÃO RENOVA will have 30 (thirty) days, extendable for the same period, to express their opinion on the report, opinion or technical note produced by the AUDIT(S).

Second Paragraph. Following the statement by GOVERNANCE, SAMARCO and/or FUNDAÇÃO RENOVA, the AUDIT(S) shall, within 20 (twenty) days of receipt, supplement its previous analysis by: (i) answering the questions raised in the statement and justifying the maintenance of its position, if deemed appropriate; or (ii) rectifying and/or supplementing the conclusions based on the information provided in the statement.

Third Paragraph. The analysis of the AUDIT(S) after the complementation provided for in the previous paragraph shall be made available simultaneously to SAMARCO and/or FUNDAÇÃO RENOVA, as the case may be, and to the respective GOVERNANCE.

Paragraph four. A copy of the previous statement(s) made by GOVERNANCE, SAMARCO and/or FUNDAÇÃO RENOVA on the subject shall also be made available to all PARTIES, in order to subsidise their understanding and GOVERNANCE's decision-making, if applicable.

Paragraph five. If GOVERNANCE and the PROMISEE or FUNDAÇÃO RENOVA fail to express their views within the period established in this Clause, the PRELIMINARY AUDIT REPORT is automatically converted into a FINAL AUDIT REPORT.

Paragraph six. The reports, opinions and technical notes made available by the AUDIT(S) to the GOVERNANCE(S) shall be made available through an online consultation tool, without prejudice to other mechanisms for the public disclosure of information relating to the fulfilment of the obligations of this AGREEMENT.

Clause 76. The statements of the AUDIT(S) regarding non-compliance or partial compliance with the accompanying OBLIGATION(S) TO PERFORM shall expressly contain the following:

I. The reasons for non-compliance or partial compliance, pointing out, as the case may be:

a) Failure to meet the standard/goal/objective laid down in the AGREEMENT or in Brazilian legislation.

b) Violation of a Brazilian technical standard, in the event of an omission in the AGREEMENT or in Brazilian legislation regarding the criteria to be applied.

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c. A reason beyond the management and control of SAMARCO and/or FUNDAÇÃO RENOVA, such as the exclusive act of a third party, unjustified delays on the part of the Public Authority, acts of God or force majeure, which prevents the fulfilment of the obligation within the deadline.

II. Statement on the justifications presented by SAMARCO and/or FUNDAÇÃO RENOVA regarding non-compliance or partial compliance, including the technical impossibility of executing the OBLIGATION(S) TO PERFORM, for assessment and decision by GOVERNANCE.

III. The pending issues to be addressed for the correct fulfilment of the accompanying OBLIGATION(S) TO PERFORM, for assessment and decision by GOVERNANCE.

Paragraph one. The findings of the AUDIT(S) regarding non-compliance or partial compliance with the accompanying OBLIGATION(S) TO PERFORM may not require the use of specific techniques, technologies, solutions, methodologies or equipment for the purposes of compliance.

Paragraph two. The existence of specific techniques, technologies, solutions, methodologies or equipment other than those used by the person(s) responsible for the accompanying OBLIGATIONS TO PERFORM may not be considered as non-compliance or, in itself, a reason for non-compliance or partial compliance.

Third Paragraph. SAMARCO and/or FUNDAÇÃO RENOVA shall be called upon to comment, in accordance with the procedure set out in Clause 75, on the documents produced by the AUDIT(S) regarding non-compliance or partial compliance with the accompanying OBLIGATION(S) TO PERFORM, before the GOVERNANCE(S) and the AUDIT(S), for the purposes of supplementing and/or supplying the information necessary for deliberation by the GOVERNANCE(S).

Clause 77. In the event of non-compliance with the contract (including repeated or unjustified delays in issuing the opinions, reports and technical notes established in the contract or required by GOVERNANCE), proven irregular performance or loss of independence, abusive pricing, technical incompetence or insufficiency of the services of any of the AUDITS, GOVERNANCE(S) shall order the replacement of the company.

First Paragraph. Any process for hiring a replacement auditing firm shall follow the procedures and definitions set out in this CHAPTER VII - AUDITING THE OBLIGATIONS TO PERFORM.

Second Paragraph. GOVERNANCE shall demand from the contractor all the material produced and/or received from SAMARCO and/or FUNDAÇÃO RENOVA, as well as all the reports and technical documents produced during the AUDIT work, so that they can be presented to the new contractor when the work continues.

Clause 78. The PARTIES shall guarantee the AUDIT(S) broad access to the information and documents required to monitor the OBLIGATIONS TO PERFORM.

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Clause 79. The Institutions of Justice, through their representatives appointed to monitor the OBLIGATIONS TO PERFORM, may send requests for clarification and information to the GOVERNANCE, which must be forwarded to the AUDIT(S).

Clause 80. The costs of AUDITS are not subject to the FINANCIAL CAP.

CHAPTER VIII

RELEASE

Clause 81. The PARTIES recognise as valid and effective the releases granted by the SIGNATORIES in favour of SAMARCO, SHAREHOLDERS and/or FUNDAÇÃO RENOVA up to the date of the JUDICIAL APPROVAL of this AGREEMENT regarding reparation and/or compensation for the collective and diffuse damage resulting from the COLLAPSE.

Clause 82. Collective and diffuse socio-environmental and socio-economic damage of any nature (including social, moral and off-balance sheet damage) arising from the COLLAPSE are compensated and remedied by the OBLIGATIONS TO PERFORM and OBLIGATIONS TO PAY provided for in this AGREEMENT, except for future, supervening or unknown damage up to the date of signature of this AGREEMENT, under the terms of Brazilian legislation.

Paragraph one. No additional obligations to those agreed in this AGREEMENT shall be required for the reparation and compensation of the damages that are the subject of this AGREEMENT. Any default on any of the OBLIGATIONS TO PERFORM and OBLIGATIONS TO PAY shall give rise to the enforcement of the provisions of this judicial instrument relating to the defaulted obligation, without prejudice to the penalties provided for in this AGREEMENT.

Paragraph two. With regard to homogeneous individual damage, compensation and reparation will be carried out in accordance with the model and reparation criteria set out in ANNEX 2 - INDIVIDUAL INDEMNIFICATION, which the respective owners may opt to adhere to voluntarily.

Clause 83. The full, final and irrevocable release of the OBLIGATIONS TO PERFORM and the OBLIGATION TO PAY in favour of the PROMISEE, the SHAREHOLDERS, the RELATED PARTIES and the FUNDAÇÃO RENOVA shall be granted by the PROMISEES after verification of the fulfilment of said obligations, in the manner provided for in this AGREEMENT, to claim nothing further in or out of court, except for future, supervening or unknown damages up to the date of signature of this AGREEMENT, under the terms of Brazilian law.

Paragraph one. The release granted *under the caput* extends to the model and criteria for reparation of individual homogeneous damages resulting from the COLLAPSE, as set out in ANNEX 2 - INDIVIDUAL INDEMNIFICATION.

Paragraph two. In the event that the individual does not adhere to the model in ANNEX 2 - INDIVIDUAL INDEMNIFICATION, the individual's right of action to pursue their rights to compensation is reserved.

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Clause 84. The OBLIGATION TO PAY provided for in this AGREEMENT shall be divided into instalments, as set out in ANNEX 22 - FINANCIAL DISBURSEMENT SCHEDULE OF THE OBLIGATION TO PAY, which shall be deemed to have been fulfilled upon the respective transfer, deposit or payment ("PAYMENT") of each instalment, without prejudice to the subsequent verification and agreement of each PROMISOR beneficiary of the instalment, each ADHERING MUNICIPALITY benefiting from the instalment and the indigenous people, quilombola communities and traditional people benefiting from each instalment, as to the completeness of the amount of the instalment directed to them from the OBLIGATION TO PAY.

First Paragraph. Without prejudice to the conference provided for in the *caput*, the document evidencing PAYMENT is sufficient to represent full, definitive and irrevocable release of the PROMISORS in relation to the instalment of the OBLIGATION TO PAY and, once the last instalment has been paid, of the entire respective OBLIGATION TO PAY.

Second Paragraph. The release for each instalment and/or of the OBLIGATION TO PAY, when the PAYMENT of the last instalment occurs, shall be granted in favour of the PROMISEE, the SHAREHOLDERS and the respective RELATED PARTIES and of the FUNDAÇÃO RENOVA, so that nothing further may be claimed, in or out of court.

Third Paragraph. Without prejudice to the release, each entity will assess the completeness of the payment of each instalment of the respective OBLIGATION TO PAY and will issue within 15 (fifteen) days of the PAYMENT a statement ratifying the release under the same terms *as* the *heading and* first paragraph in favour of the PROMISEE, the SHAREHOLDERS, the respective RELATED PARTIES and the FUNDAÇÃO RENOVA, related to the PAYMENT of each instalment of the OBLIGATION TO PAY.

Paragraph four. After payment of the last instalment of the OBLIGATION TO PAY, each entity must issue within 15 (fifteen) days of the PAYMENT a statement ratifying the release of the entire OBLIGATION TO PAY, subject to the terms of release provided for in the first paragraph.

Clause 85. The instalments of the OBLIGATION TO PAY provided for in this AGREEMENT may be brought forward by mutual agreement with the respective PROMISEE or ADHERING MUNICIPALITY, provided that they do not negatively impact the allocation of resources provided for in the payment flow established in ANNEX 22 - FINANCIAL DISBURSEMENT SCHEDULE OF THE OBLIGATION TO PAY.

Sole Paragraph. Upon deposit of the outstanding balance, full, final and irrevocable release in favour of the PROMISEE, the SHAREHOLDERS and their RELATED PARTIES and the FUNDAÇÃO RENOVA shall take place in accordance with this CHAPTER VIII - RELEASE.

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Clause 86. PAYMENT OF THE OBLIGATION TO PAY, including payment of the amounts arising from the fines imposed by the Executive Branch of the FEDERAL GOVERNMENT, the STATES OF MINAS GERAIS and ESPÍRITO SANTO, and the respective entities linked or subordinated to them, does not imply acknowledgement, agreement or confession as to the commission of any of the offences that are the subject of the respective proceedings by the PROMISEE, the FUNDAÇÃO RENOVA and/or the SHAREHOLDERS, nor in relation to the facts, acts, grounds or motives contained in the respective proceedings, being made exclusively as a result of the commitment to materialise, in a swift and effective manner, a legal solution that is proportional, equitable, efficient and compatible with the general interests.

Clause 87. The conversion of an OBLIGATION TO PERFORM into an OBLIGATION TO PAY shall only be possible in cases expressly authorised by the GOVERNANCE, in the cases provided for in this AGREEMENT.

First Paragraph. The fulfilment of the OBLIGATION TO PAY resulting from the conversion of the OBLIGATION TO PERFORM implies full, definitive and irrevocable release of the respective OBLIGATION TO PERFORM and of the reparations/compensations for the damages related thereto.

Second Paragraph. Release shall be granted in favour of the PROMISEE, SHAREHOLDERS, their RELATED PARTIES and the FUNDAÇÃO RENOVA, so that nothing further may be claimed, in or out of court, in relation to the obligations to repair or compensate for the damage encompassed by the converted obligation.

Clause 88. The OBLIGATIONS TO PERFORM borne by SAMARCO and/or FUNDAÇÃO RENOVA shall be deemed to have been fulfilled, in part or in full, through the achievement of the deliveries and milestones set out in this AGREEMENT.

First Paragraph. The PROMISEES shall grant full, final and irrevocable release of the respective OBLIGATION TO PERFORM through GOVERNANCE.

Second Paragraph The release shall be granted in favour of the PROMISEE, the SHAREHOLDERS, the respective RELATED PARTIES and the FUNDAÇÃO RENOVA.

Third Paragraph. Once the GOVERNANCE has granted release, the PROMISEES may no longer claim anything from the PROMISEE, the SHAREHOLDERS, the respective RELATED PARTIES and/or the FUNDAÇÃO RENOVA, in any capacity, in relation to the OBLIGATIONS TO PERFORM.

Paragraph four. The declaration of compliance with the OBLIGATION TO PERFORM shall be issued by GOVERNANCE within a period of up to 90 (ninety) days, justifiably extendable for an equal period in the case of complex obligations.

Paragraph five. The period starts counting from the following milestones:

I. Receipt of the FINAL AUDIT REPORT, as per Clause 51 above.

II. At the request of SAMARCO and/or FUNDAÇÃO RENOVA, if the obligation is not subject to AUDIT.

III. Request from SAMARCO and/or FUNDAÇÃO RENOVA in the event of disagreement with the partial or totally unfavourable technical opinion of the AUDIT.

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Paragraph six. In the event that GOVERNANCE denies release, the statement must be substantiated, expressly pointing out the measures deemed necessary for SAMARCO and/or FUNDAÇÃO RENOVA to implement in order to obtain the respective release.

Paragraph seven. In the event that the respective GOVERNANCE fails to state, within the time limit set in the fourth paragraph, whether the obligation has been fulfilled, the FUNDAÇÃO RENOVA, the PROMISEE and/or the SHAREHOLDERS may formalise an application to the competent court in accordance with Clause 154 of this AGREEMENT, so that, after hearing exclusively the respective PROMISEE(S) responsible for the GOVERNANCE of the obligation, fulfilment of the obligation may be declared and release granted under the terms of this AGREEMENT.

Paragraph eight. The effects of the release shall be retroactive to the date on which the said OBLIGATION TO PERFORM was effectively fulfilled by the PROMISEE and/or FUNDAÇÃO RENOVA.

Clause 89. Any shortcomings in the execution of the actions carried out by the PROMISEES shall be the sole and exclusive responsibility of the respective PROMISEE and shall have no effect on the release.

Clause 90. In order to obtain formal and express release in respect of the OBLIGATIONS TO PERFORM involving deliveries to municipalities, GOVERNANCE must request the presentation of the Term of Acceptance signed by the respective municipality, within 90 (ninety) calendar days of delivery.

Sole Paragraph. After the deadline for the municipality to comment, if it fails to do so, it shall be the responsibility of the GOVERNANCE of this AGREEMENT to assess the fulfilment of the obligations by the PROMISEE and/or FUNDAÇÃO RENOVA, in order to grant release of the obligation in the form of the *heading* of this Clause, following the criteria set out in CHAPTER VI - GOVERNANCE OF THE OBLIGATIONS TO PERFOM.

Clause 91. In the manner detailed in the specific CHAPTERS of this AGREEMENT, once each of the OBLIGATIONS TO PERFORM and the instalments of the OBLIGATION TO PAY have been fulfilled, GOVERNANCE shall grant a full, final and irrevocable release to the PROMISEE, the SHAREHOLDERS, the FUNDAÇÃO RENOVA and the RELATED PARTIES, to have nothing further to claim, plead or receive, in or out of court, under any title or pretext whatsoever (including indemnification and compensation), in relation to the released OBLIGATION.

Sole Paragraph. Future, supervening or unknown damages up to the date of signature of this AGREEMENT are excluded from release.

Clause 92. The SIGNATARIES recognise that any and all studies, reports, analyses or assessments of a technical nature, drawn up prior to the signing of this AGREEMENT, conducted by any of the PROMISEES, public and private bodies and entities, individuals and legal entities, relating to the COLLAPSE, shall not be enforceable in order to contest, set aside or alter the obligations and/or releases provided for in this AGREEMENT.

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Clause 93. Under the terms of this AGREEMENT, future, supervening or unknown damages of any nature shall not be subject to release and may not be enforced against SAMARCO, FUNDAÇÃO RENOVA and/or SHAREHOLDERS by means of this enforcement order, as provided for in art. 5, par. 6º, of Law 7,347, of 24 July 1985, and art. 104-A, par. 3, of Law 8,078, of 11 September 1990.

Sole Paragraph. Jurisdictional protection of all the exceptions to release mentioned in the caput will not dispense with the need for legal action (collective or individual).

Clause 94. The releases granted by the respective PROMISEE, with due regard for the GOVERNANCE of this AGREEMENT established for each APPENDIX, shall not require consent and shall be binding on the other PROMISEES and adherents to the AGREEMENT.

Paragraph one. All the releases described in this AGREEMENT extend, include and operate, without any restriction, in favour of the PROMISEE, the SHAREHOLDERS, FUNDAÇÃO RENOVA and the respective insurers and reinsurers, as well as in relation to any related party, such as a parent company, subsidiary, affiliate, company or entity (including its successors and assigns), national or foreign, directly or indirectly related to the PROMISEE, the SHAREHOLDERS and FUNDAÇÃO RENOVA, including BHP Group (UK) Ltd and BHP Group Limited, as well as any and all companies in the same business and/or economic group, whether in Brazilian jurisdiction and/or foreign jurisdiction ("RELATED PARTIES").

CHAPTER IX

PENALTIES

Clause 95. In the event of non-compliance with the OBLIGATIONS TO PERFORM assumed undertaken in this AGREEMENT by the PROMISEE and/or FUNDAÇÃO RENOVA or by their respective contractors within the final deadlines defined in the respective ANNEXES, GOVERNANCE shall send prior notice to the PROMISEE and/or FUNDAÇÃO RENOVA, so that, within a period of no less than 20 (twenty) calendar days from the date of receipt of said prior notice, it may demonstrate compliance with the obligation or provide technical justification, including in the event of unforeseeable circumstances, force majeure or the exclusive event of a third party.

First Paragraph. After the end of the prior procedure provided for in the caput and in the case of an OBLIGATION TO PERFORM that has not been fulfilled, GOVERNANCE shall notify the PROMISEE and/or FUNDAÇÃO RENOVA, to whom the respective obligation falls, imposing a daily fine of BRL 125,000.00 (one hundred and twenty-five thousand reais), subject to a limit of BRL 7,500.000.00 (seven million, five hundred thousand reais), and will be levied per calendar day from the 1st (first) business day following the date of formal receipt of the notification mentioned in this item until the date of fulfilment of the obligation or up to the limit provided for in this paragraph, without prejudice to specific enforcement of the obligation, provided that:

I. Non accepted justification for non-compliance presented by the PROMISEE and/or FUNDAÇÃO RENOVA.

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II. The request for an extension or suspension of the deadline is not accepted.

Second Paragraph. The fine provided for in this clause shall not apply in the event of conversion of the OBLIGATION TO PERFORM into damages, by decision of the GOVERNANCE in the form of article 816 of Law no. 13,105/2015 (Code of Civil Procedure).

Third Paragraph. The base amounts of the penalties referred to in the first and second paragraphs shall be updated annually by SELIC.

Paragraph four. ANNEX 16 - ENVIRONMENTAL RECOVERY PLAN, Appendix 16.1 - Removal of tailings/sediments, establishes a separate and specific sanction regime for the non-removal of tailings/sediments provided for in the environmental licence.

Clause 96. Any failure to comply with the OBLIGATION TO PAY shall subject the PROMISEE and/or FUNDAÇÃO RENOVA, as the case may be, to a fine of 2% (two per cent) of the overdue amount, and default interest of 1% (one per cent) per month, calculated pro rata die (0.033% per day) between the due date and the actual payment or deposit, in addition to monetary correction, as provided for in Clause 95, third paragraph, of this CHAPTER IX - PENALTIES.

Clause 97. The amounts of the fines provided for in this CHAPTER IX - PENALTIES shall be reverted to the fulfilment of the obligations or measures carried out by the PROMISORS with compensatory resources from this AGREEMENT, in accordance with the following rules.

First Paragraph. In the event of a delay in the fulfilment of a given portion of the OBLIGATION TO PAY, the fine shall be shared between the PROMISEES and ADHERING MUNICIPALITIES benefiting from the amount in arrears, in the same proportion as they are entitled to from the respective defaulted portion as defined in the Financial Disbursement Schedule of this AGREEMENT.

Second Paragraph. The use of the resources by the PROMISEES and ADHERING MUNICIPALITIES must comply with the same objectives mentioned in this AGREEMENT and in ANNEX 15 - MUNICIPAL INITIATIVES.

Third Paragraph. Any pecuniary penalties incurred for delay in the fulfilment of the OBLIGATION TO PAY do not make up the balance of the OBLIGATION TO PAY established in this AGREEMENT and are not included in the FINANCIAL CAP.

Paragraph Four. In the event of a delay in the fulfilment of an OBLIGATION TO PERFORM, the GOVERNANCE of said defaulted obligation shall indicate, with the participation of the Federal Public Prosecutor's Office in the case of federal GOVERNANCE, the destination of the amount of the fine levied, respecting the thematic relevance of the ANNEXES to this AGREEMENT.

Clause 98. The amounts paid as a result of the application of the penalties provided for in this CHAPTER IX - PENALTIES shall not be accounted for in the FINANCIAL CAP of this AGREEMENT.

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CHAPTER X

TERMINATION AND TRANSITION RULES FOR EXISTING AGREEMENTS

Clause 99. With the JUDICIAL APPROVAL of the AGREEMENT, the obligations of the Transaction and Conduct Adjustment Agreement (TTAC), signed on 2 March 2016; the Preliminary Adjustment Agreement (TAP), signed on 18 January 2017 and its Amendment (ATAP), signed on 16 November 2017, are extinguished; and the Conduct Adjustment Agreement (TAC-GOV), signed on 25 June 2018, in compliance with the transition rules set out in ANNEX 19 - TRANSITION AND TERMINATION OF PROGRAMMES, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND ITS DEVELOPMENTS.

First Paragraph. The activities of the CIF, its technical chambers and other governance structures and bodies established in the TTAC, TAP, ATAP and/or TAC- GOV shall be suspended from the signature of the AGREEMENT until the date of JUDICIAL APPROVAL of the AGREEMENT, without prejudice to the provisions of this CHAPTER X - RULES FOR TERMINATION AND TRANSITION OF AGREEMENTS which regulates the activities of the FUNDAÇÃO RENOVA.

Second Paragraph. As a consequence of the *foregoing*, the governance structures and mechanisms for the measures to repair the damage resulting from the COLLAPSE, that is, the CIF and its technical chambers and other structures and bodies established in the TTAC, TAP, ATAP and/or TAC-GOV are extinguished and replaced by the GOVERNANCE provided for in this AGREEMENT.

Third paragraph. Unless otherwise provided for in this AGREEMENT, in accordance with ANNEX 19 - TRANSITION AND TERMINATION OF PROGRAMMES, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND THEIR DEVELOPMENTS, the contracts currently in force at the FUNDAÇÃO RENOVA for the support services for said governance will be terminated, including those relating to the experts contracted to carry out the TAP, ATAP and TAC-GOV, with the immediate termination of the activities carried out by the experts as a result of the agreements terminated by this AGREEMENT.

Paragraph four. Within 60 (sixty) days of the JUDICIAL APPROVAL of this AGREEMENT, the institutions represented in the CIF shall jointly publish an online balance sheet of the actions carried out during the CIF's period of operation on the CIF's website together with the IBAMA website in operation on the date this AGREEMENT is signed. The final balance sheet will also be displayed on the page dedicated to the subject on the Single Portal referred to in ANNEX 21 - COMMUNICATION AND TRANSPARENCY of this AGREEMENT.

Paragraph five. All equipment acquired as a result of the management of the CIF budget, directly by the FUNDAÇÃO RENOVA or by third parties in its favour (including through FLACSO), which is assigned for use by civil servants linked to public bodies or entities that are members of the CIF, will be donated in favour of the public bodies, entities and agencies to which said civil servants are linked.

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Paragraph six. The spaces and mechanisms for participation and social control of this AGREEMENT are set out in the ANNEXES to this AGREEMENT.

Paragraph seven. Within 15 (fifteen) days of signing this AGREEMENT, the secretariat of the CIF's Technical Chambers will arrange for all official documents to be migrated to the SEI system.

Clause 100. The PROMISEES recognise the loss of effect of the acts of appointment of members to the composition of the CIF, its technical chambers, bodies of the FUNDAÇÃO RENOVA and other governance structures provided for in the legal instruments indicated in the items above as from the JUDICIAL APPROVAL of the AGREEMENT.

Clause 101. The termination of agreements, terms of cooperation, partnerships and contracts entered into for the structuring and implementation of PROGRAMMES, plans and actions, including those entered into by the PROMISEES, shall take place in the form of ANNEX 19 - TRANSITION AND TERMINATION OF PROGRAMMES, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND ITS DEVELOPMENTS.

Clause 102 - Guarantees offered by FUNDAÇÃO RENOVA, the PROMISEE and/or the SHAREHOLDERS as a result of agreements or other legal instruments terminated by this AGREEMENT, as well as in fulfilment of court orders issued in legal actions that will be terminated with the JUDICIAL APPROVAL of the AGREEMENT, shall be released.

Sole Paragraph. The FUNDAÇÃO RENOVA, the PROMISEE and/or the SHAREHOLDERS are authorised to apply to the courts, if necessary, for the withdrawal of any guarantees still in force as a result of legal instruments extinguished by this AGREEMENT, as well as those offered in legal actions that will be extinguished with the JUDICIAL APPROVAL of the AGREEMENT.

Clause 103. The SIGNATORS recognise that, in compliance with the object and purpose of this AGREEMENT, subject to the provisions of CHAPTER I - OBJECT AND PURPOSE, from the date of JUDICIAL APPROVAL of this AGREEMENT, the "FOUNDING" INSTRUMENTS" of the FUNDAÇÃO RENOVA are immediately extinguished and have no legal effect, releasing its signatories:

a. Transaction and Conduct Adjustment Agreement (TTAC), signed on 2 March 2016;

b. Preliminary Adjustment Agreement (TAP), signed on 18 January 2017 and its Amendment, signed on 16 November 2017; and

c. Conduct Adjustment Agreement (TAC-GOV), signed on 25 June 2018.

Clause 104. With the extinction of the FOUNDING INSTRUMENTS, the SIGNATORS acknowledge the need for the immediate extinction of the FUNDAÇÃO RENOVA, under the terms of article 69 of Law 10.406, of 10 January 2002 (Civil Code).

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Sole Paragraph. A "LIQUIDATION PERIOD" is hereby established, which begins with the JUDICIAL APPROVAL OF THE AGREEMENT and the start of the transfer of rights, obligations, shares and assets from the FUNDAÇÃO RENOVA to the PROMISEE and ends with the completion of the liquidation of the FUNDAÇÃO RENOVA and its respective registration with the Civil Registry of Legal Entities, which is essential to avoid the discontinuity of ongoing socio-economic and socio-environmental actions.

Clause 105. It is the responsibility of all SIGNATORIES to contribute, to the extent of their legal competences and obligations assumed in this AGREEMENT, so that the extinction and liquidation of the FUNDAÇÃO RENOVA takes place properly and without disruption, taking into account the terms set out in this AGREEMENT.

Clause 106. All PROGRAMMES, plans and actions under the responsibility of the FUNDAÇÃO RENOVA and/or PROMISEE will be terminated as of the JUDICIAL APPROVAL of the AGREEMENT and replaced by the measures set out in the ANNEXES, observing the transition procedures set out in ANNEX 19 - TRANSITION AND TERMINATION OF PROGRAMMES, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND ITS DISCUSSIONS.

Sole Paragraph. The measures set out in the ANNEXES are exhaustive and refer to the remaining socio-environmental and socio-economic obligations, for which the management of FUNDAÇÃO RENOVA by the liquidator is restricted, in order to comply with the AGREEMENT.

Clause 107. With the signing of this AGREEMENT and the extinction of the FOUNDING INSTRUMENTS of the FUNDAÇÃO RENOVA, the PROMISEE shall becomes fully responsible for the reparation actions, including the preparation and definition of the schedule and budget for their execution, subject to the provisions relating to the LIQUIDATION PERIOD.

First Paragraph. SAMARCO shall be liable for the actions carried out by FUNDAÇÃO RENOVA during the LIQUIDATION PERIOD, as defined in this AGREEMENT and its ANNEXES.

Second Paragraph. In the event of default by the PROMISEE of any of these obligations, the provisions of Clause 17 of CHAPTER III - OBLIGATION TO PAY and Clause 56 of CHAPTER V - OBLIGATIONS TO PERFORM shall apply.

Clause 108. The FUNDAÇÃO RENOVA shall be wound up, pursuant to Article 69 of Law 10.406/2002 (Civil Code) due to the loss of its purpose, namely the execution of the FOUNDING INSTRUMENTS now extinguished, and the PROMISEE shall succeed it in all rights and obligations, including with regard to judicial, tax, social security and protest obligations, all measures must be taken so that, within 12 (twelve) months of the JUDICIAL APPROVAL of the AGREEMENT, all obligations are transferred to the PROMISEE, in strict compliance with the applicable legislation and under the terms of this AGREEMENT.

Sole Paragraph. Due to the succession by the PROMISEE of the rights and obligations of FUNDAÇÃO RENOVA, the sharing of personal data necessary for such succession will be done in accordance with Law no. 13,709/2018 (General Data Protection Law), without the need for the consent of the holders, in accordance with item II of article 7.

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Clause 109. The SIGNATORIES recognise that, in order to avoid the discontinuation of reparation actions, the FUNDAÇÃO RENOVA, even after its extinction and throughout the LIQUIDATION PERIOD, may adopt all measures, consisting of necessary activities, for the progressive and definitive closure of its activities until the full transfer to the PROMISEE, in accordance with the LIQUIDATION PERIOD rules set out in the ANNEXES to this AGREEMENT.

Paragraph one. During the LIQUIDATION PERIOD, FUNDAÇÃO RENOVA will temporarily maintain the execution of the necessary activities, as established in the ANNEXES, so that there is no discontinuity in the fulfilment of the obligations of this AGREEMENT until the expiry of the period established in Clause 108 or assumption by the PROMISEE, whichever occurs first.

Paragraph two. The PROMISEE shall be guaranteed, throughout the LIQUIDATION PERIOD, access to all documents and information in the possession of the FUNDAÇÃO RENOVA, including those relating to the reparations and compensation arising from the COLLAPSE to guarantee the continuity of the actions and mitigate the risks of interruption in the actions that are the subject of this AGREEMENT.

Third Paragraph. Until the end of the period provided for in Clause 108, the PROMISEE shall succeed FUNDAÇÃO RENOVA in all rights and obligations and shall assume, on a definitive basis, any remaining lawsuits and administrative proceedings, assets, resources and obligations that are still with FUNDAÇÃO RENOVA, in the exact form in which they are found, without reservation or exclusion of liability.

Clause 110. Within 5 (five) days of the JUDICIAL APPROVAL of the AGREEMENT, the Board of Trustees of the FUNDAÇÃO RENOVA, under the terms set out in its Bylaws, shall meet to deliberate on:

I. The extinction of the FUNDAÇÃO RENOVA, under the terms of Article 69 of Law 10.406/2002 (Civil Code), due to the extinction of the extinguishment of the FOUNDING INSTRUMENTS;

II. The establishment of a liquidation board, made up of 3 (three) members appointed by the PROMISEE and by each of the SHAREHOLDERS, a representative body of the FUNDAÇÃO RENOVA that will coordinate all the actions necessary for the liquidation, the LIQUIDATION PERIOD and the definitive closure of the FUNDAÇÃO RENOVA;

III. The appointment of a liquidator, who will be the chairman of the liquidation board and responsible for conducting and finalising the liquidation process of FUNDAÇÃO RENOVA, which, under the terms of articles 1.102 and following of Law 10.406/2002 (Civil Code), will include the calculation of assets to be realised, liabilities to be settled and any transfer of the remaining balance to the PROMISEE, and he will be responsible for representing FUNDAÇÃO RENOVA, as well as carrying out any and all acts necessary to fulfil the obligations set out in this AGREEMENT, implementing the measures to be carried out during the LIQUIDATION PERIOD and other measures necessary for its liquidation and corresponding registration regularisations, so that he can subsequently proceed with the definitive closure of FUNDAÇÃO RENOVA;

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IV. THE LIQUIDATION PERIOD, to guarantee the non-continuity of the obligations provided for in this AGREEMENT until full assumption by the PROMISEE;

V. The draft public deed for the extinction of the FUNDAÇÃO RENOVA;

VI. The destination, for the PROMISEE, of any remaining assets, under the terms of article 67 of the FUNDAÇÃO RENOVA's bylaws, which states that any asset or resource existing in the FUNDAÇÃO RENOVA's assets on the date of its dissolution must have its destination defined at the same meeting in which the extinction of the foundational entity is approved and by the same quorum.

First Paragraph. Once this AGREEMENT has been signed, the PROMISEE and FUNDAÇÃO RENOVA may adopt the preparatory acts for implementing the extinction measures provided for in this AGREEMENT, such as gathering information and documents.

Second Paragraph. The representative of the FUNDAÇÃO RENOVA shall, within ten (10) days of the meeting of the Board of Trustees indicated in the *caput*, submit a request for the administrative extinction of the FUNDAÇÃO RENOVA to the Public Prosecutor's Office of the State of Minas Gerais, specialised in the oversight of foundations in Belo Horizonte, and approval of the minutes of the Board of Trustees that decided on the extinction for subsequent registration in the Civil Registry of Legal Entities.

Third Paragraph. The request for the administrative extinction of FUNDAÇÃO RENOVA, indicating and proving the cause of extinction, shall be accompanied by the minutes of the meeting of the resolution referred to in the *heading*, a draft public deed of extinction, an indication of the liquidator, an indication of the destination to be given to the remaining assets, in view of compliance with the statutory clause of this foundational entity, and judicial, tax, social security and protest certificates.

Paragraph four. The minutes of the deliberation meeting referred to in the *caput*, the draft of which is included in Appendix A of this AGREEMENT, after being reviewed and approved by the Belo Horizonte Prosecutor's Office Specialised in the Oversight of Foundations of the Public Prosecutor's Office of the State of Minas Gerais, shall be taken immediately for registration with the Civil Registry of Legal Entities of the head office, parent company and subsidiaries, for the purpose of producing effects vis-à-vis third parties.

Paragraph five. Once the minutes of the meeting referred to in *the caput* have been viewed and approved, the Public Prosecutor's Office specialising in the oversight of foundations in Belo Horizonte of the Public Prosecutor's Office of the State of Minas Gerais shall issue a resolution authorising the dissolution of FUNDAÇÃO RENOVA and shall request the foundation representative to register these minutes of the meeting and this authorising resolution in the Civil Registry of Legal Entities of the head office, headquarters and branches, with the indication that the foundation is "in liquidation".

Paragraph six. As soon as the decision to wind up FUNDAÇÃO RENOVA becomes effective, the minutes of which have been duly endorsed and approved by the Public Prosecutor's Office specialising in the oversight of foundations in Belo Horizonte of the Public Prosecutor's Office of the State of Minas Gerais, the liquidator shall use the name FUNDAÇÃO RENOVA followed by the expression "in liquidation" and his individual signature declaring his capacity.

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Paragraph seven. At the end of the LIQUIDATION PERIOD, the Public Prosecutor's Office specialising in the supervision of foundations in Belo Horizonte of the Public Prosecutor's Office of the State of Minas Gerais shall request the liquidator to draw up and register the public deed of extinction of the foundational entity in the Civil Registry of Legal Entities, transfer any remaining assets to the PROMISEE and cancel the registration of FUNDAÇÃO RENOVA in the National Register of Legal Entities.

Clause 111. With the decision of the Board of Trustees approving the extinction of FUNDAÇÃO RENOVA and the initiation of the liquidation process, after the respective minutes of the meeting have been seen and approved by the Public Prosecutor's Office specialising in the oversight of foundations in Belo Horizonte of the Public Prosecutor's Office of the State of Minas Gerais, the obligation for the maintainers to make financial contributions to FUNDAÇÃO RENOVA will be limited to what is strictly necessary to fulfil the remaining obligations of the LIQUIDATION PERIOD.

Sole Paragraph. The duties of the liquidation board and the liquidator shall be defined by the Board of Trustees in the same minutes of the deliberation referred to in the *heading*, and shall include, in addition to the typical powers provided for by law, other powers necessary for the liquidation of the company. The FUNDAÇÃO RENOVA shall not be allowed to conduct the transition, liquidation and extinction of the FUNDAÇÃO RENOVA, but, in any event, new operations that contradict the provisions of this AGREEMENT shall be prohibited.

Clause 112. Any remaining assets or financial resources in the FUNDAÇÃO RENOVA's assets shall be allocated to and incorporated by the PROMISEE at the end of the liquidation process, with the PROMISEE taking over any remaining assets or resources, and the liquidator shall be responsible for the asset transfer process.

Paragraph one. The decision on the destination of the assets provided for in this Clause must be expressly included in the minutes of the meeting of the Board of Trustees that approves its extinction.

Second Paragraph. The SIGNATORS agree that, in favour of the continuity of the reparation and compensation actions underway, the remaining assets of FUNDAÇÃO RENOVA will be incorporated by the PROMISEE, as well as the universal assumption of FUNDAÇÃO RENOVA's legal obligations, under the terms of the ANNEXES to this AGREEMENT.

Clause 113. The extinction of FUNDAÇÃO RENOVA is a *sine qua non* condition for the closure of Public Civil Action no. 5023635-78.2021.8.13.0024, the request for which must be made by the Foundations Curator's Office of the Public Prosecutor's Office of Minas Gerais within 10 (ten) days of the registration of the public deed of extinction in the Civil Registry of Legal Entities and accompanied by this AGREEMENT and the minutes of the meeting of the deliberation on the extinction of the foundational entity, duly endorsed and approved by the Public Prosecutor's Office of Minas Gerais Specialised in the Oversight of Private Foundations in Belo Horizonte.

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Clause 114. The Public Prosecutor's Office specialising in the oversight of private foundations in Belo Horizonte of the Public Prosecutor's Office of the State of Minas Gerais, which is responsible for overseeing private foundations, must be notified of all acts related to the process of winding up FUNDAÇÃO RENOVA.

Clause 115. During the LIQUIDATION PERIOD of the FUNDAÇÃO RENOVA, the deliberations of the liquidation council and the actions of the liquidator of the FUNDAÇÃO RENOVA shall be subject to the PROMISSE's provisions.

Clause 116. For any resolutions to be taken by the liquidation council or actions to be implemented by the liquidator, the PROMISEE may send written letters or communications, indicating the terms to be adopted, or the members of the liquidation council themselves may ask the PROMISEE to approve or indicate the position to be adopted.

First Paragraph. Any decisions made by the members of the liquidation board and any actions taken by the liquidator of FUNDAÇÃO RENOVA that are not in accordance with the provisions of this AGREEMENT shall be considered null and void in their own right.

Second Paragraph. In the event of the adoption of a measure in disagreement with the guidelines and determinations laid down by the PROMISEE, the member of the liquidation board may be replaced by another appointed by the PROMISEE or by the SHAREHOLDER responsible for their appointment, in view of the need to ensure greater speed, definitiveness and effectiveness of the actions to be carried out during the LIQUIDATION PERIOD.

Clause 117. During the transition period, the liquidation board shall draw up and coordinate the strategic planning, budget and timetable for the LIQUIDATION PERIOD, and submit it for approval by the Public Prosecutor's Office of the State of Minas Gerais, specialised in the oversight of private foundations in Belo Horizonte.

Clause 118. The liquidation board shall draw up a report on the transition of activities, together with the balance sheets and financial statements corresponding to the LIQUIDATION PERIOD.

Paragraph one. The liquidating board shall submit quarterly accounts to the Public Prosecutor's Office specialising in the oversight of private foundations of the Public Prosecutor's Office of the State of Minas Gerais. The report on extrajudicial liquidation shall include all operations related to the realisation of assets and the payment of liabilities, accompanied by the unaudited financial statements for the period.

Second Paragraph. The out-of-court liquidation report will be instructed, at the very least, with a list of the necessary activities, indicating their respective accounting groups, with a list of the activities already transferred to the PROMISEE, with the updated list of active employees at the FUNDAÇÃO RENOVA (employment relationship) and with the updated list of contracts in force at the FUNDAÇÃO RENOVA, separating those related to the supply of materials from those related to the provision of services, indicating in these the number of employees linked to each contract characterised as the allocation of labour.

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Clause 119. The PROMISEE's OBLIGATIONS TO PERFORM related to the COLLAPSE are redefined in this AGREEMENT, according to the criteria and adjustments contained therein as well as in their respective ANNEXES, so that the PROMISEE and/or the FUNDAÇÃO RENOVA will no longer have the obligation to observe and fulfil obligations to perform and/or obligations to pay provided for in the extinct FOUNDING INSTRUMENTS and/or any other documents/agreements entered into prior to this AGREEMENT.

Sole Paragraph. During the LIQUIDATION PERIOD, formal measures will be adopted to consolidate the subrogation or transfer of licences, contracts, legal instruments and commitments from the FUNDAÇÃO RENOVA to the PROMISEE, who will become fully liable for the existing obligations, as they stand.

Clause 120. The PROMISEE shall assume the remaining payment obligations of the FUNDAÇÃO RENOVA with the start of the LIQUIDATION PERIOD in coordination with the liquidation council, subject to the provisions of ANNEX 19 - TRANSITION AND TERMINATION OF PROGRAMMES, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND ITS DEVELOPMENTS.

Clause 121. During the LIQUIDATION PERIOD, in order to guarantee the continuity of socio-economic and socio-environmental actions and strict compliance with this AGREEMENT, the execution of certain actions will be maintained by FUNDAÇÃO RENOVA.

CHAPTER XI

TERM

Clause 122. This AGREEMENT shall enter into force on the date of its signature until the full fulfilment of all the OBLIGATIONS TO PERFOM and OBLIGATIONS TO PAY undertaken in this AGREEMENT and described in the respective ANNEXES.

Clause 123: This AGREEMENT shall take full effect upon its JUDICIAL APPROVAL.

Clause 124 - This AGREEMENT does not imply the paralysis, suspension or discontinuation of any PROGRAMMES or projects under development on the date of its signature, which shall continue until the JUDICIAL APPROVAL of this AGREEMENT.

CHAPTER XII

FINAL PROVISIONS

Clause 125. The PARTIES undertake to act collaboratively and in accordance with the dictates of good faith, paying attention to technical recommendations and the provisions of article 6 of Law no. 13,105/2015 (Code of Civil Procedure), in order to seek effective compliance with the obligations set out in this AGREEMENT, with a view to resolving the dispute, seeking to consensually settle any controversies that may arise, avoiding the judicialisation of issues.

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Clause 126. This AGREEMENT shall be binding on the successors of the PROMISEE in any capacity whatsoever and any stipulation to the contrary shall be ineffective.

Clause 127. The making of any contributions or payments by any of the SHAREHOLDERS, under the terms of this AGREEMENT, implies the fulfilment of the obligation provided for in this AGREEMENT, giving rise to the full right of recourse of the SHAREHOLDER who made the payment against the PROMISEE, under the terms of the law.

Clause 128. In the event of the acquisition of the share capital (total or partial) of the PROMISEE by a third party, the SHAREHOLDERS signatory to the AGREEMENT shall remain liable for the obligations assumed therein, even if there is a change of control.

Sole Paragraph. The purchaser(s) of part or all of the share capital of the PROMISEE, in turn, shall assume the obligations internally to the PROMISEE in proportion to the share capital.

Clause 129 - This AGREEMENT shall be submitted by the PARTIES for judicial approval. Only once all its terms have been fully ratified by the courts shall this AGREEMENT be deemed to have been ratified by the courts ("JUDICIAL APPROVAL" or "COURT APPROVAL"). For the sake of clarity, in the event of a court decision partially ratifying this AGREEMENT, it shall have no effect on the PARTIES or third parties.

First Paragraph. The SIGNATORS hereby waive the time limit for appealing against the full approval decision.

Second Paragraph. Once JUDICIAL APPROVAL has taken place, this AGREEMENT shall be effective *erga omnes*.

Clause 130. After the JUDICIAL APPROVAL of this AGREEMENT has become final and unappealable, any judicial declaration of invalidity or ineffectiveness, in whole or in part, of any clause of this AGREEMENT shall not affect the validity and effectiveness of the other clauses, nor the completeness and scope of the settlements provided for in this AGREEMENT.

Clause 131. The responsibilities, conditions and obligations stipulated in this AGREEMENT may not be altered, assigned, transferred or in any way modified in any way other than as provided for in this AGREEMENT.

Clause 132. The Definitive Indemnification Programme provided for in ANNEX 2 - INDIVIDUAL INDEMNIFICATION, of an indemnification nature, the PTR provided for in ANNEX 4 - INCOME TRANSFER PROGRAMME (PTR), of a welfare nature, the Economic Recovery Programme - PRE provided for in ANNEX 5 - PROGRAMME TO ENCOURAGE EDUCATION, SCIENCE, TECHNOLOGY AND INNOVATION, PRODUCTION AND ECONOMIC RECOVERY (PRE), the actions under responsibilities of the ADHERING states and MUNICIPALITIES, the OBLIGATIONS TO PERFORM and the OBLIGATION TO PAY assumed by the PROMISEE and other provisions of the AGREEMENT constitute measures to consolidate the resumption of productive or economic activities and the exercise of activity professional, for the recovery of the ways of life prior to the COLLAPSE or the exercise of new productive activities in the region.

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Clause 133. The ANNEXES and Appendices form an integral and inseparable part of this AGREEMENT.

Paragraph one. In the event of a direct contradiction between the provisions of the GENERAL CONDITIONS of this AGREEMENT and the ANNEXES, as well as between the different ANNEXES on the same obligation/project/measure, the provisions of the specific ANNEX shall prevail.

Second Paragraph. In the event of an omission or interpretative gap, the provisions of the GENERAL CONDITIONS of this AGREEMENT shall apply.

Clause 134 - In planning and executing the OBLIGATIONS TO PERFORM, the commitment to prioritise the hiring of local suppliers and labour shall be observed.

Sole Paragraph. Local workers are those permanently resident in the region where the position to be filled or the service to be provided is based, regardless of whether the residence dates back to the period of the COLLAPSE.

Clause 135. The use of funds from this AGREEMENT for any purpose other than that provided for in this AGREEMENT is prohibited.

Clause 136. Due to the implications of the payment flow of ANNEX 22 - SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY under the terms of this AGREEMENT, motivated interchangeability in the application of financial resources between ANNEXES that provide projects to be executed by the same federative entity is permitted, with a view to allowing the early execution of those projects that are considered priorities, respecting the final budget of each ANNEX.

Paragraph one. The interchangeability provided for in the *caput* must respect the financial limit referring to the biannual sum of the ANNEX and must be offset at the end of the following year.

Second paragraph. Interchangeability must ensure a minimum percentage of financial availability of 40 per cent (forty per cent) of the ANNEX each year.

Third paragraph. The interchangeability provided for in the *caput* does not apply to ANNEX 8 - HEALTH, ANNEX 9 - BASIC SANITATION and ANNEX 10 - FISHING.

Clause 137. Ownership of any carbon credits arising from actions provided for in this AGREEMENT, as well as the right to develop and market the respective certificates representing carbon credits and environmental services, shall lie with the federal entity responsible for GOVERNANCE, in the case of OBLIGATIONS TO PERFOM, or with the entity responsible for implementing the action, project or programme, in the case of OBLIGATIONS TO PAY.

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Sole Paragraph. The entities holding the credits referred to in the *caput* may transfer them to owners of areas targeted by any of the environmental recovery interventions set out in ANNEX 16 - ENVIRONMENTAL RECOVERY PLAN, as a way of encouraging them to adhere to the recovery measures.

Clause 138. The resources arising from this AGREEMENT shall be maintained and applied by the public institution entrusted with them, in accordance with the provisions set out in each ANNEX.

Clause 139 - Broad publicity shall be given and public access to information on this AGREEMENT and its implementation shall be facilitated, with the exception of information defined as secret or confidential in accordance with the law.

Clause 140. The obligations provided for in this AGREEMENT and their fulfilment, in due time and manner, are in the public interest, of diffuse, collective and/or individual homogeneous ownership, with a view to the full, definitive and effective reparation of the socio-environmental and socio-economic damage resulting from the COLLAPSE.

Sole Paragraph. No order, measure, act or means of recovery issued or employed in the PROMISEE'S JUDICIAL REORGANIZATION may affect or modify the PROMISEE's obligations established in this AGREEMENT and their fulfilment, in any capacity, as well as those practiced in compliance with the TTAC and other agreements up to the signing of this AGREEMENT.

Clause 141. The PROMISEE and the SHAREHOLDERS shall maintain their internal policies and practices relating to the prevention of environmental disasters arising from their activities and respect for human rights, endeavouring to follow industry practices of excellence in terms of disaster prevention measures and transparency.

Clause 142. The PROMISEE shall prioritise the management of its resources, including its cash, for its operating activities (including expenses, costs and investments) and for the fulfilment of the obligations provided for in this AGREEMENT.

Clause 143 - The expenses incurred by the PROMISEE in the preparation and execution of the socio-economic and socio-environmental reparation measures, due to the faithful fulfilment of the obligations set out in this AGREEMENT, are necessary for the continuity of its mining activity, preserving the maintenance of its productive source.

Clause 144: In the implementation of the OBLIGATIONS TO PERFORM defined in this AGREEMENT or the measures to be carried out with the resources from this AGREEMENT by the PUBLIC AUTHORITIES, the recognisable specificity and uniqueness of children and adolescents, traditional people and communities, gender situations, elderly people, people with disabilities, chronically ill people and other vulnerable populations will be taken into account.

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Clause 145. Without prejudice to the power of supervision and other constitutional and legal prerogatives attributed to the public agents linked to the public entities signatory to this AGREEMENT, and with a view to the fulfilment of its terms and objectives, the SIGNATORS undertake to:

I. To publicise and guide the agents linked to their respective structures to observe the flow of information and the GOVERNANCE procedures defined in this AGREEMENT and its ANNEXES for the formulation of requests, inspections, AUDITS, questions, requests for clarification, demands, recommendations, notifications, determinations and for the application of any administrative sanctions arising from acts carried out in execution of the OBLIGATIONS TO PERFORM of this AGREEMENT, in accordance with the applicable legislation.

II. Recognise the validity, sanctity, maximum efficiency and effectiveness of the provisions of this AGREEMENT in all manifestations before third parties and/or administrative or judicial bodies, including promoting cooperation with the courts, with the aim of reducing conflicts, litigation and the closure of judicial and extrajudicial claims, with a view to definitively resolving conflicts.

III. Not to adopt actions or positions contrary or contradictory to the terms and objectives of this AGREEMENT.

IV. Not to question the validity of the clauses of this AGREEMENT.

Clause 146. Without prejudice to the faithful fulfilment of the actions provided for in this AGREEMENT, its signature and the assumption of the obligations provided for herein do not imply recognition by the FUNDAÇÃO RENOVA, the PROMISEE, the SHAREHOLDERS, their RELATED PARTIES and their representatives/employees of guilt or liability in the civil, administrative or criminal spheres, nor may it be interpreted as recognition of liability, in whole or in part, for the COLLAPSE.

Sole Paragraph. The terms and obligations defined in this AGREEMENT are aimed at resolving technical and legal disputes between the SIGNATORIES, and do not represent recognition, on the part of the PROMISEE, the SHAREHOLDERS or their RELATED PARTIES and/or the FUNDAÇÃO RENOVA, of a causal link between the COLLAPSE and allegations of damage and impacts dealt with herein, including allegations of chemical impacts resulting from the deposition of tailings in the Doce River Basin.

Clause 147. The provisions set out in this AGREEMENT do not imply a waiver of the statute of limitations or loss of the possibility of arguing the occurrence or non-occurrence of a cause preventing, suspending and/or interrupting the statute of limitations before any court or jurisdiction, in an individual or collective action.

Clause 148. In the execution of this AGREEMENT, the SIGNATORIES, their respective officers, employees, agents, representatives or any other person acting on behalf of, for the benefit of or in the interest of the respective entity, directly or indirectly, shall comply with all applicable Anti-Corruption Laws, including all laws and (ii) will not commit, by action or omission, any act that could or may be considered a violation or that could give rise to the liability of any of the SIGNATORS under the terms of the applicable Anti-Corruption Laws; (iii) will not give, offer, promise or authorise, directly or indirectly, the payment or delivery of any undue advantage to public officials or third parties related to them; (iv) not offer to pay money or anything of value to any person, nor act in any other way, regardless of the receipt or offer of any undue advantage, for the purpose of improperly influencing a public official in their official capacity or a third party related to them, to induce them to perform, delay or omit an act in violation of their duty or an express provision of law, or to obtain or facilitate business; (v) not use any funds or assets of the PROMISEE, FUNDAÇÃO RENOVA and/or SHAREHOLDERS for the purpose of offering or payments, contributions, gifts, entertainment or hospitality prohibited by applicable Anti-Corruption Laws; and (vi) maintain reasonable internal measures and controls aimed at the prevention, detection and remediation of practices contrary to Anti- Corruption Laws.

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Sole Paragraph. For the purposes of this AGREEMENT, “Anti-Corruption Laws” means all Brazilian laws relating to corruption, bribery, fraud, conflict of public interests, administrative impropriety, violations of public tenders and contracts, money laundering, electoral violations or conducting business unethically and all respective regulations, rules and any amendments thereto, including, without limitation, Decree-Law No. 2,848/1940 (Criminal Code), Law No. 8,429/1992 (Administrative Improbity Law), Law No. 14,133/2021 (Administrative Tenders and Contracts Law), Law No. 9,504/1997 (Elections Law), Law No. 9,613/1998 (Prevention of Money Laundering Law), Law No. 12,529/2011 (Defence of Competition Law), Law No. 12,813/2013 (Conflict of Interest Law), Law No. 12,846/2013 (Anti-Corruption Law), Decree No. 11,129/2021 (Anti- Corruption Decree).

Clause 149. Each SIGNATORY declares and guarantees to the others that their respective legal representatives who sign this AGREEMENT have full powers, authorisation and capacity to enter into this AGREEMENT.

Clause 150 Unless otherwise expressly provided in this AGREEMENT, whenever the consent or approval of any of the SIGNATORIES is required, such consent or approval shall not be withheld, delayed or conditioned, without reasonable and substantiated justification.

Clause 151. All notifications, requests and notices, among others, related to this AGREEMENT shall be effective if: (i) forwarded or delivered in person, against receipt; (ii) sent by registered letter, with acknowledgement of receipt; or (iii) transmitted by electronic mail, upon receipt of confirmation of receipt.

Sole Paragraph. Within 5 (five) working days of the JUDICIAL APPROVAL of this AGREEMENT, the SIGNATORIES shall indicate the contact details for receiving communications related to this AGREEMENT.

Clause 152. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the Federative Republic of Brazil.

Sole Paragraph. The SIGNATORS emphasise as principles and rules of interpretation for filling gaps and integrating this document (i) legal certainty (art. 30 of Decree-Law no. 4,657, of 4 September 1942 (Law of Introduction to the Rules of Brazilian Law - LINDB)); (ii) celerity (item LXXVIII of art. 5 of the Federal Constitution c/c item II of art. 976 of Law no. 13,105/2015 (Code of Civil Procedure)); and (iii) Law no. 9,784, of 29 January 1999.

Clause 153. Where not otherwise provided, the time limits referred to in this AGREEMENT shall be counted in the manner provided for in articles 66 and 67 of Law no. 9,784/1999.

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Clause 154. For the resolution of any disagreements between the SIGNATORS regarding the fulfilment of this AGREEMENT, the SIGNATORS recognise the competence of the Federal Regional Court of the 6th Region - TRF-6.

Sole Paragraph. This AGREEMENT and its provisions, as well as the obligations and forms of fulfilment agreed herein, may not be modified, in whole or in part, by any acts performed by or before any other courts, except by consensus between the PARTIES.

Clause 155. The SIGNATURES hereby agree that this AGREEMENT, as well as its ANNEXES and APPENDIXES, may be signed electronically, which is considered a valid and effective means between the SIGNATURES and sufficient for its binding and proof of its authorship and integrity under the terms of article 10, §1 and §2, of Provisional Measure no. 2.200-02, of 24 August 2001, even if carried out using a certification process other than that made available by the Brazilian Public Key Infrastructure - ICP-Brasil, which shall be equivalent to the original copy of this AGREEMENT for all purposes under applicable law, including for the purposes of article 425 of the Code of Civil Procedure.

Sole Paragraph. The PARTIES also declare that they will accept as valid all documents signed under the terms of this Clause 155, as well as that the date of signature of this AGREEMENT will be the one shown in this document and not the date of the actual digital signature.

[*signature page of the Judicial Agreement for Full and Final Reparation for the Fundão Dam Collapse*]

And, being thus just and contracted, the SIGNATORS sign this AGREEMENT, in the presence of the 2 (two) witnesses below. The SIGNATURES recognise that the signature pages of this AGREEMENT may be signed separately and independently by each of the SIGNATURES and that all the signature pages together shall represent the complete signature of this AGREEMENT.

25 October 2024.

[signatures omitted]

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ANNEX 1 – MARIANA AND RESETTLEMENTS

CHAPTER I

OBJECT

Clause 1. The object of this AGREEMENT is the following topics:

I. Collective resettlements, familiar resettlements, monetary resettlement (*pecúnia*) and reconstructions arising from Bento Rodrigues and Paracatu de Baixo;

II. Compensation for the beneficiaries of the resettlement (i) with family members who died before the delivery, (ii) as a result of the delays in the delivery of collective resettlements, familiar resettlements and original reconstructions, (iii) inadequacies of the resettlements and related situations, such as loss of area, tested, neighborhood relationship and slope, (iv) due to the alleged impossibility of supplying water supply for agrosilvopastoral activities and (v) the alleged impossibility of supplying animal feed;

III. Recognition and adequate care of the new family nucleus, concrete evidence of works, sharecroppers and tenants;

IV. Temporary housing for families to be resettled;

V. Municipal listing of the region of Bento Rodrigues and Paracatu de Baixo, compensation for the non-enjoyment of the properties and future uses of the areas;

VI. Construction of the Memorial of Bento Rodrigues and of Paracatu de Baixo;

VII. Compensation and full and definitive indemnification of collective and diffuse socioeconomic damages of any nature related to the object of this ANNEX (including social, off-balance-sheet, homogeneous individual or others), resulting from the COLLAPSE, including immaterial damages, as well as the non-construction by the RENOVA and/or PROMISEE of the memorial of the former Bento Rodrigues and Paracatu de Baixo, except for the exceptions made in the GENERAL CONDITIONS of this AGREEMENT;

VIII. Restoration of churches and degraded historical assets in Mariana/MG;

IX. Destination of animals under the guardianship of the FUNDAÇÃO RENOVA;

X. Income Transfer Program (“PTR Mariana”) and/or other compensation for those affected in Mariana/MG;

XI. Projects of Demands of the Affected Communities.

Sole Paragraph. For the purposes of this ANNEX, the following terms are considered:

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I. Collective resettlement: provision of property to individuals affected by the COLLAPSE through the reconstruction by the PROMISEE and/or FUNDAÇÃO RENOVA of the communities of Bento Rodrigues and Paracatu de Baixo in the manner prior to the COLLAPSE, as far as possible, on a new land.

II. Familiar resettlement: agreements entered into between the PROMISEE and/or the FUNDAÇÃO RENOVA and individuals affected by the COLLAPSE for the acquisition of new housing for such individuals and not covered by the collective resettlement.

III. Cash resettlement: agreements entered into between the PROMISEE or the FUNDAÇÃO RENOVA and individuals affected by the COLLAPSE for the conversion of collective resettlement into payment in cash.

IV. Original reconstruction: agreements entered into between the PROMISEE and/or the FUNDAÇÃO RENOVA and individuals affected by the COLLAPSE for the repair of housing in the area of origin, to reestablish the conditions of use for housing purposes, productive activities and ways of life.

CHAPTER II

OBLIGATIONS TO PERFORM

Clause 2. The provisions set forth in this Chapter constitute OBLIGATIONS TO PERFORM of the PROMISEE and/or FUNDAÇÃO RENOVA.

Clause 3. The GOVERNANCE of the OBLIGATIONS TO PERFORM this Chapter will be the responsibility of the State Committee of Minas Gerais, as provided for in Clauses 58 and 61 of the GENERAL CONDITIONS of this AGREEMENT.

Section I – Bento Rodrigues and Paracatu de Baixo resettlements: conclusion, schedule, monitoring, inspection and sanctions

Clause 4. The PROMISEE and/or FUNDAÇÃO RENOVA undertakes to complete the collective resettlements, familiar resettlements and reconstructions of the communities of Bento Rodrigues and Paracatu de Baixo affected by the COLLAPSE in the Municipality of Mariana/MG, according to the optimized flow of deadlines provided for in this Section.

Clause 5. The schedule for the completion of the collective resettlements of the communities of Bento Rodrigues and Paracatu de Baixo is established, according to Appendix 1.1 - Schedule for the completion of the resettlements.

Clause 6. The PROMISEE and/or FUNDAÇÃO RENOVA will follow the rules, steps and deadlines set forth below to serve the beneficiaries of the resettlements in the communities of Bento Rodrigues and Paracatu de Baixo, observing the specific regime of temporary housing provided for in this ANNEX.

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Paragraph one. Definition of services, lots and land:

I. Resumption of services that are interrupted for any reason, within ten (10) days from the JUDICIAL APPROVAL of this AGREEMENT, prohibiting further interruptions due to factors directly and exclusively related to the PROMISEE and/or the FUNDAÇÃO RENOVA until the final delivery of the public goods/equipment and/or private properties of the resettlements;

II. Resumption of contact and presentation of the lots/lands available in the collective resettlement, according to Appendix 1.2 - Lots available in the collective resettlements, within up to ten (10) days from the JUDICIAL APPROVAL of this AGREEMENT to the families that have not yet formalized their decision regarding the resettlement alternative. At the same time, the options of familiar resettlement or monetary resettlement must be presented to the families. The presentation of the options must be detailed and accompanied by technical data regarding each one, and the PROMISEE and/or FUNDAÇÃO RENOVA must provide all the clarifications requested by the family nucleus.

III. Families that have not yet formalized their decision will have a period of up to sixty (60) days, extendable for a maximum of thirty (30) days, from the presentation mentioned in item II, to formalize the option for one of the resettlement modalities (collective, familiar or pecunia). The formalization of the decision on the resettlement alternative, which must occur within the period stipulated in this item, will take place through the signing of the Resettlement Option Agreement ("TOR"):

a. The families that had their service started in the familiar resettlement or collective resettlement modality will continue in such modality as long as there is a vacant lot, except for the possibility of opting for resettlement in cash, within a maximum period of sixty (60) days, counting from the notification to be promoted by the PROMISEE and/or FUNDAÇÃO RENOVA, within ten (10) days from the JUDICIAL APPROVAL of this AGREEMENT.

b. In case of non-manifestation of the respective family nuclei within the period provided for in item III above and/or absence of signature of the TOR, the monetary indemnification will be made according to the law, by deposit in court.

IV. After the above deadlines, the Municipality of Mariana/MG will organize the definition of criteria for the destination of the remaining lots by the people directly affected by the COLLAPSE within ninety (90) days. If it is not possible to collectively construct the criteria, the destination of the remaining lots will be resolved by means of objective criterion to be defined by the Municipality of Mariana/MG.

Paragraph two. After defining the resettlement and lots/land options and signing the TOR, the following rules and deadlines will be observed:

I. Conceptual Design Phase. The families will have a period of up to ninety (90) days to, together with the PROMISEE and/or FUNDAÇÃO RENOVA, promote the preparation or updating of the conceptual projects, including the choice of materials to be used in the construction of the housing units, to be staggered as follows:

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a. seven (07) days to schedule the first meeting, and it is up to the FUNDAÇÃO RENOVA and/or the PROMISEE to provide at least three dates for the choice of the family nucleus.

b. thirty (30) days for sending the file by the FUNDAÇÃO RENOVA and/or PROMISEE the first version of the conceptual project to the family nucleus.

c. after sending the file mentioned in item b above, seven (07) days to schedule a meeting to present the first version of the conceptual project, and it is up to the RENOVA and/or PROMISEE to provide at least three dates for the choice by the family nucleus.

d. after the meeting mentioned in item c above, thirty (30) days for the FUNDAÇÃO RENOVA to send the file and/or the PROMISEE of the second version of the conceptual project to the family nucleus, if necessary.

e. after sending the file mentioned in item d above, seven (07) days to schedule a meeting for a new presentation of the second version of the conceptual project, and it is up to the RENOVA and/or PROMISEE to provide at least three dates for the choice by the family nucleus.

f. after the meeting mentioned in item E above (or after the meeting mentioned in item c above, if it is not necessary to prepare a second version of the conceptual project under the terms of item d above), nine (09) days to any last adjustments in the conceptual project by the RENOVA and/or PROMISEE, promoting the necessary changes to meet what was chosen by each family nucleus, observing the characteristics of the original property.

g. after preparing the last adjustments to the conceptual project as mentioned in item f above, ten (10) days for the formalization, by the family nucleus served, of the definitive Architectural Project Approval Term ("HST") in relation to the conceptual project. After formalization by the HST, no changes to the conceptual project will be accepted.

II. Basic Design Phase. The following deadlines must be observed:

a. thirty (30) days for the preparation of the basic project by the PROMISEE and/or FUNDAÇÃO RENOVA, counted from the date of formalization of the HST.

b. thirty (30) days to obtain the construction permit by the PROMISEE and/or FUNDAÇÃO RENOVA, counted from the preparation of the basic project, and the Municipality of Mariana/MG is responsible for making every effort to definitively analyze the permit application within the respective deadline.

III. Executive Design Phase and Execution of Works. The following deadlines must be observed:

a) one hundred and twenty (120) days, from the signing of the HST, for the preparation of the executive project of the construction by the PROMISEE and/or FUNDAÇÃO RENOVA, which must respect the conceptual project approved by the family nucleus and the basic project.

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b. three hundred and sixty (360) days, counted from the conclusion of the executive project and obtaining the construction permit, for the execution and full completion of the work by the PROMISEE and/or FUNDAÇÃO RENOVA, according to conceptual and executive projects.

c. ninety (90) days, counted from the full completion of the work, to obtain habitation by the PROMISEE and/or FUNDAÇÃO RENOVA and final inspection of the family nucleus, and the Municipality of Mariana/MG is responsible for making every effort to analyze the application within the respective period.

d. thirty (30) days, counted from the date of obtaining the *habite-se*, for the registration of the construction in the registration of the property by the PROMISEE and/or FUNDAÇÃO RENOVA.

IV. Delivery Phase of the Work/Property. The following deadlines must be observed:

a. two (2) days, counted from the registration of the construction in the registration of the property, for delivery of the keys to the family nucleus by the PROMISEE and/or FUNDAÇÃO RENOVA. The keys will be delivered upon the execution by the family nucleus, preferably the woman, of a term of release, according to Appendix 1.3 - Term of Release and Delivery of Keys.

Paragraph Three. In case of refusal, inertia or any other act by the family nucleus that prevents the receipt of the keys, for forty-five days (45) days, from its written communication, the PROMISEE and/or FUNDAÇÃO RENOVA may use legal measures, for the purpose of discharging the obligation.

Paragraph four. The amounts related to the Emergency Financial Aid Program (“PAFE”), extinguished in this AGREEMENT, will be paid within one (1) year after the delivery of the keys or receipt of the amounts related to the resettlement in cash, and the instalments may be anticipated, including by payment of a single instalment. For these beneficiaries, the rule provided for herein is specific and determined, and the provisions of ANNEX 2 - INDIVIDUAL INDEMNIFICATION do not apply. The total amount of the Emergency Financial Aid (“AFE”) will not be debited from the items of this ANNEX.

Paragraph Five. If, in the final inspection stage and obtaining the *habite-se*, the family nucleus and/or the Municipality of Mariana/MG verifies non-conformity of the built property with its HST and/or any constructive defect, the family nucleus and/or the Municipality of Mariana/MG must inform the PROMISEE and/or FUNDAÇÃO RENOVA by any written means, so that they will be urged to promote the necessary adjustments for compliance with the executive project within thirty (30) days from the receipt of the written communication, unless the need to additional period, and any of the PARTIES may call the independent technical audit team to prepare an opinion in case of dispute.

Sixth Paragraph. The conceptual divergence of projects does not constitute a loss of deadline.

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Clause 7. For cases whose services are already in progress on the date of the JUDICIAL APPROVAL of this AGREEMENT, the initial and successive deadlines from the respective phase among those described in the previous Clause in which the service/project is on the date of the JUDICIAL APPROVAL of this AGREEMENT must be observed.

Clause 8. For cases in which families do not comply with the deadlines agreed above, there will be the possibility that the PROMISEE and/or FUNDAÇÃO RENOVA automatically convert the service to the pecúnia modality, by filing it in court.

Clause 9. For cases in which construction has already started on the date of JUDICIAL APPROVAL of this AGREEMENT, the schedules contained in Appendix 1.1 - Schedule for completion of resettlements must be observed.

Clause 10. The PROMISEE and/or FUNDAÇÃO RENOVA will provide for the repair of the constructive defects proven to be found for a period of five (5) years from the delivery of the keys and execution of the term of release, individually considered for each property, in a schedule appropriate to the respective intervention**.** Any damage resulting from the continuity of the works on the site will be resolved within the scope of civil liability.

Clause 11. With respect to the collective resettlement works delivered to the PROMISEE and/or FUNDAÇÃO RENOVA, it shall provide for the repair of the construction defects already identified, within thirty (30) days of the JUDICIAL APPROVAL of this AGREEMENT or another technically appropriate to the respective intervention, in case of interventions of greater complexity.

Clause 12. The obligations provided for in this ANNEX will be accompanied by an audit independent technician, with notorious expertise, to be hired by the PROMISEE and/or FUNDAÇÃO RENOVA and upon approval by the GOVERNANCE, within 90 (ninety) days from the JUDICIAL APPROVAL of this AGREEMENT, under the terms of the GENERAL CONDITIONS of this AGREEMENT.

Clause 13. The audit will be responsible for the periodic monitoring of the works, the issuance of technical reports regarding the delivery of each property, public or private, as well as, if necessary, the analysis of construction defects and/or defects resulting from the continuity of work, always at the request of the families and/or the parties, to settle any technical controversies.

Clause 14. The PROMISEE and/or FUNDAÇÃO RENOVA undertakes to resolve all structural pending issues indicated by the technical audit as a matter of priority, as well as to comply with the recommendations presented, safeguarding, in the latter case, the possibility of opposition technically based by the PROMISEE and/or FUNDAÇÃO RENOVA.

Clause 15. The audit will be available for the execution of the works up to six (6) months after the delivery, individually considered, of each of the keys or work.

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Clause 16. Subject to their respective attributions in this AGREEMENT, the PROMISEE and/or FUNDAÇÃO RENOVA, as well as the SHAREHOLDERS and RELATED PARTIES (defined in Clause 94, first paragraph of the GENERAL CONDITIONS of this AGREEMENT), as they will not be held responsible for the non-compliance with deadlines by third parties, including individuals covered by the AGREEMENT, family nuclei, advisors and technical audits or any entity of the PUBLIC AUTHORITY, especially in relation to any licensing, certifications and authorizations that must be issued by public entities, for example.

Clause 17. Failure to comply with the deadlines under the responsibility of the PUBLIC AUTHORITIES and/or family nuclei and/or the technical audit will lead to the extension of the subsequent deadlines, to the extent of the delay, without incurring fines and/or liabilities of any nature to the detriment of the PROMISEE and/or FUNDAÇÃO RENOVA.

Clause 18. For the purpose of verifying compliance by the PROMISEE and/or FUNDAÇÃO RENOVA with the deadlines agreed herein, the concept of delivery and the "date of delivery" is understood as the receipt of the keys by the family nucleus, in the case of private assets, after the technical inspection by the assisted parties.

Sole Paragraph. The Term of Release and Delivery of Keys does not exempt the parties from drawing up the deed and registering it, and the costs are borne by the FUNDAÇÃO RENOVA and/or PROMISEE. For clarification purposes, the activities related to the drafting of the deed and records must be conducted by the PROMISEE and/or FUNDAÇÃO RENOVA, and third-party services may be subcontracted in this regard.

Clause 19. The completion of the works and other initiatives in progress to comply with the conditions established in the environmental licensing of the collective resettlements of Bento Rodrigues and Paracatu de Baixo will not be considered an obstacle to the delivery of the respective resettlements.

Sole Paragraph. For the conditions of the municipal licenses referring to the subdistrict of Paracatu de Baixo that have not been initiated until the date of the JUDICIAL APPROVAL of this AGREEMENT, the PARTIES agree that the FUNDAÇÃO RENOVA and/or PROMISEE may request the conversion of the conditions into funds, and it is up to the competent body to evaluate in detail and with reasons the request provided for in this Clause.

Clause 20. In the event of demonstration of non-compliance with intermediate or final deadlines in the schedules of each obligation provided for in this Section by the FUNDAÇÃO RENOVA and/or PROMISEE, the delay will give rise to the incidence of a daily fine, for each obligation, of three thousand reais (BRL 3,000.00), in which case the amount will be allocated to the respective family nucleus. The incidence of a daily fine is limited to a maximum and non-extendable period of six (6) months.

Paragraph one. The above values will be updated annually by the Extended National Consumer Price Index (IPCA).

Paragraph two. Occasional non-compliance with intermediate deadlines will give rise to the calculation of the fine provided for in this Clause, but such non-compliance may be compensated with the anticipation of the delivery of the other milestones within the schedule of the same obligation, so that any penalty will only be considered payable if the deadline of the respective schedule is not met.

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Paragraph Three. The fine provided for in this clause excludes the application of fines provided for in the GENERAL CONDITIONS of this AGREEMENT.

Section II – Indemnification for families with deceased members

Clause 21. The PROMISEE and/or FUNDAÇÃO RENOVA will indemnify the family nuclei benefiting from the resettlements that prove the death of members of the respective family nucleus not resettled, in the amount of one hundred thousand reais (BRL 100,000.00), per deceased relative, provided that the Term of Release contained in Appendix 1.4 - Term of Release of Deceased Members is signed.

Paragraph one. Payment will be made by deposit or transfer to the bank account of the holder of the right, under the terms of civil legislation, within ninety (90) days of the JUDICIAL APPROVAL of this AGREEMENT.

Paragraph two. The share of the value of the heirs must be paid as defined by each family nucleus, directly by the holder of the indicated bank account, or, in case of uncertainty, in the manner provided for in article 1,829 et seq. of the Civil Code. The PROMISEE and/or FUNDAÇÃO RENOVA will not be responsible for the division of the shares within the family nucleus.

Paragraph Three. After the period of the first paragraph, if the impossibility of contact with the family nucleus is demonstrated and/or there is no indication of a bank account, as well as who should legitimately receive the money, the PROMISEE and/or FUNDAÇÃO RENOVA will release the obligation with the judicial deposit of the amount due.

Paragraph four. The same amount of compensation provided for in *the main section* will be due to the family members of any beneficiaries of the resettlement programs who, after signing this AGREEMENT, die without the effective delivery of the property or payment in cash under the terms of this ANNEX, and the PROMISEE and/or FUNDAÇÃO RENOVA must make the deposit within a maximum period of sixty (60) days from the receipt of the communication with proof of death.

Section III – Recognition and Assistance of New Family Nuclei, Concrete Evidence of Works, Sharecroppers and Tenants

Clause 22. The PROMISEE and/or FUNDAÇÃO RENOVA recognizes as (i) new family nuclei, (ii) concrete evidence of construction, (iii) sharecropping and (iv) tenants of Bento Rodrigues and Paracatu de Baixo the names indicated in an exhaustive list, according to Appendix 1.5 - Official Letter 03.06.2022.

Paragraph one. The groups included in the *main section* that have not started their service until the JUDICIAL APPROVAL of this AGREEMENT will be directed to the modality of resettlement in pecúnia, according to the parameters already practiced.

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Paragraph two. The PROMISEE and/or FUNDAÇÃO RENOVA will provide payment by deposit or transfer to the bank account of the holder of the right, under the terms of civil legislation, within thirty (30) days, as of the JUDICIAL APPROVAL of this AGREEMENT.

Paragraph Three. In the event of the death of the beneficiaries listed in the *main section*, before or after the JUDICIAL APPROVAL of this AGREEMENT, the share of the value of the heirs must be paid as defined by each family nucleus, directly by the holder of the indicated bank account, preferably to the woman or, in case of uncertainty, in the manner provided for in article 1,829 et seq. of the Civil Code. The PROMISEE and/or FUNDAÇÃO RENOVA will not be responsible for the division of the pecúnia value within the family nucleus.

Paragraph four. If there is no indication of a bank account, as well as an indication and/or agreement of who should legitimately receive the money, after 45 (forty-five days) days from the personal notification of the family nucleus, the PROMISEE and/or FUNDAÇÃO RENOVA will release the obligation with the judicial deposit of the amount due - in this case, no claims by the GOVERNANCE against the PROMISEE and/or FUNDAÇÃO RENOVA regarding the deposit of such amounts are applicable.

Section IV – Temporary Housing

Clause 23. The PROMISEE and/or FUNDAÇÃO RENOVA will carry out the necessary and/or useful improvements in the properties identified as temporary housing, in order to ensure decent living conditions or, if the family unit prefers, to provide alternative temporary housing.

Paragraph one. Voluptuary improvements are excluded from the responsibility of the PROMISEE and/or FUNDAÇÃO RENOVA.

Paragraph two. In the cases identified in the *main section*, the PROMISEE and/or FUNDAÇÃO RENOVA will have thirty (30) days to start the execution of the works, as of the JUDICIAL APPROVAL of this AGREEMENT.

Paragraph Three. Once the works to carry out the necessary and/or useful improvements are completed, the family nuclei may request the PROMISEE and/or FUNDAÇÃO RENOVA for new necessary and/or useful improvements in case of identification of supervening demands of the same kind, in which case the same procedure indicated above must be followed.

Paragraph four. Once the resettlement property has been received by the family nucleus, the PROMISEE and/or FUNDAÇÃO RENOVA will bear the costs of the move, which must occur on a date previously scheduled with the family nucleus, within a maximum period of ninety (90) days from the receipt of the resettlement property.

Paragraph Five. In case of unjustified refusal to move by the family within a maximum period of ninety (90) days from the receipt of the keys of the referred family property, the PROMISEE and/or FUNDAÇÃO RENOVA will be responsible for the costs of temporary housing and the costs of moving.

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Section V – Restoration of Churches and Degraded Historical Assets in Mariana/MG and Ponte Nova/MG

Clause 24. The PROMISEE and/or FUNDAÇÃO RENOVA undertakes to perform the following OBLIGATIONS TO PERFORM, originally provided for in PG 12 - Program for the Preservation of Historical, Cultural and Artistic Memory, extinguished with this AGREEMENT, by a specialized technical team, with Technical Responsibility Annotation- ART.

I. Carry out the restoration (architectural and complementary design) of the chapel of Our Lady of Mercy, located in Bento Rodrigues, including its churchyard, the stone wall, the cross, the cemetery, its movable assets, integrated and all its surroundings.

II. Carry out the restoration (architectural and complementary design of the Chapel of Santo Antônio, located in Paracatu de Baixo), including the requalification of the surroundings of the religious buildings.

III. Carry out the restoration/consolidation of the remaining elements of the São Bento Chapel, located in Bento Rodrigues, including the graves, especially the eventual burials under the floor of the chapel, in addition to the stone wall around it, which should be revealed, as well as the provision of a protection structure and elements that enable the enjoyment of the material testimonies of the cultural asset. The necessary complementary projects and projects for the requalification of the surroundings must also be prepared.

Paragraph one. The execution must observe the need to:

I. Listening and debate, without binding the projects by the local communities, who are the true users of the cultural assets, and the proposals should meet their desires when possible, when there is no conflict with the legislation and with the approvals of the owner and the cultural heritage protection agencies.

II. Approval of the projects by the Archdiocese of Mariana/MG, owner of the properties.

III. Approval of the projects by the State Institute of Historical and Artistic Heritage of Minas Gerais (IEPHA/MG), the National Institute of Historical and Artistic Heritage (IPHAN), the Municipal Council of Cultural Heritage of Mariana (COMPAT), as each case may be, as well as other authorizations that may be required.

Paragraph two. The PUBLIC PROSECUTOR'S OFFICE OF THE STATE OF MINAS GERAIS, PROMISEE and/or FUNDAÇÃO RENOVA undertake to discuss with the interested parties the schedule for compliance with the obligations set forth in this Section.

Clause 25. The OBLIGATIONS TO PERFORM provided for in this Section, under the responsibility of the PROMISEE and/or FUNDAÇÃO RENOVA, may be converted into obligations to pay in the event of a future agreement with the Arquidiocese of Mariana/MG.

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Sole Paragraph. In the event of signing the agreement provided for in the *main section*, the provisions of Clause 3 will not apply, so that the supervision and control of the financial transfer will be carried out by the competent authorities, and there will be no attribution or responsibility of SAMARCO, the SHAREHOLDERS and their RELATED PARTIES and/or the FUNDAÇÃO RENOVA with respect to the use of the respective amounts.

Section VI – Animals under the Guardianship of the Fundação Renova

Clause 26. The JUDICIAL APPROVAL of this AGREEMENT will terminate PG-07 - Animal Assistance Program, extinguished by this AGREEMENT. In this sense, the PROMISEE and/or FUNDAÇÃO RENOVA shall return the animals that are in its guardianship to their guardians, according to the list of animals in possession of the FUNDAÇÃO RENOVA on the date of JUDICIAL APPROVAL of this AGREEMENT, which will be sent to the PUBLIC PROSECUTOR'S OFFICE OF THE STATE OF MINAS GERAIS within thirty (30) days, from the date of JUDICIAL APPROVAL of this AGREEMENT.

Paragraph one. The FUNDAÇÃO RENOVA and/or PROMISEE will notify the guardians of the animals within thirty (30) days of the JUDICIAL APPROVAL of this AGREEMENT to, within one hundred and twenty (120) days, define the place where their animals should be delivered or, alternatively, to express their desire to receive the amount of compensation for them.

Paragraph two. If the guardian chooses to receive the animals, it will be up to the RENOVA and/or PROMISEE**:**

I. Provide adequate transportation and delivery to the indicated location, on a day and time previously scheduled with the tutor, by signing a term of delivery and responsibility, and the FUNDAÇÃO RENOVA and/or PROMISEE must demonstrate, by means of a veterinary report, that the animals are:

a. Identified through the implementation of identification mechanisms according to the specificity of each animal type, such as rings, earrings, tattoos and subcutaneous electronic devices (microchips) capable of identifying them, relating them to their guardians and storing relevant data about their health.

b. Vaccinated for rabies and specific diseases.

c. Dewormed and with proper control of ectoparasites, such as fleas, ticks, myiasis and scabies.

d. Sterilized through a surgical technique that causes the least suffering to the animals, in an ethical manner, with desensitization, so that the animal is not exposed to stress to acts of cruelty, abuse or mistreatment, under the terms of current legislation, provided that the owner previously authorizes it.

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f. Collared, with regard to dogs, for the control of visceral leishmaniasis vectors.

II. If the guardian opts for the indemnification or does not make the option within one hundred and twenty (120) days from the notification, it will be up to the FUNDAÇÃO RENOVA and/or PROMISEE to pay directly to the guardian or, in case of inertia and/or refusal, by means of judicial deposit, within a maximum period of 30 (thirty) days, the indemnification in an amount compatible with that practiced in the market, at the values indicated in Appendix 1.6 - Table of animal values.

Paragraph Three. After indemnification to the guardian or in the event of non-identification, the PROMISEE and/or FUNDAÇÃO RENOVA shall, preferably, allocate the animal to a permanent shelter, own or contracted, or donate to charitable entities, which provide the animals with adequate food, water, veterinary treatment and other measures to ensure the well-being of each species, and must observe the applicable legislation in its destination.

Section VII – Compensation for the Expropriation of the Properties of Bento Rodrigues and Paracatu de Baixo

Clause 27. The PROMISEE and/or FUNDAÇÃO RENOVA will be responsible for hiring an independent third party to prepare updated reports of the properties in the subdistricts of Bento Rodrigues and Paracatu de Baixo subject to expropriation, according to Appendix 1.7 - Mariana/MG Listing Map, within up to one hundred and eighty (180) days from the issuance of the municipal expropriation decree by the Municipality of Mariana/MG, observing the same evaluation criteria of the ABNT standards contained in the reports issued in 2017.

Sole Paragraph. The reports mentioned in the *main section* will be forwarded to the Municipality of Mariana/MG for mandatory use in the expropriation procedure, according to the obligation provided for in Clause 50 and following of this ANNEX.

Clause 28. The PROMISEE and/or FUNDAÇÃO RENOVA will be responsible for the payment of the compensation amounts for the expropriation (i) consensual, within fifteen (15) days from the presentation by the Municipality of Mariana/MG of the individual agreement signed by the expropriator and expropriated, in a bank account indicated by the expropriated party in the term of agreement, and (ii) judicial, in the event of failure in the consensual phase and filing of an appropriate judicial measure, in accordance with Section I - Definitive Municipal Listing of Bento Rodrigues and Paracatu de Baixo and Expropriation of Properties, of Chapter IV - TRANSFER OBLIGATIONS of this ANNEX.

CHAPTER III

OBLIGATIONS TO PAY

Clause 29. The provisions set forth in the Sections of this Chapter constitute OBLIGATIONS TO PAY of the PROMISEE and/or FUNDAÇÃO RENOVA and must comply with the provisions of ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY, subject to Clause 65 of this ANNEX.

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Clause 30. The execution of the appeals related to this Chapter shall be the responsibility of the PUBLIC PROSECUTOR'S OFFICE OF THE STATE OF MINAS GERAIS, THE STATE OF MINAS GERAIS, THE PUBLIC DEFENDER'S OFFICE OF THE STATE OF MINAS GERAIS, and the FEDERAL PUBLIC PROSECUTOR'S OFFICE.

Section I – Indemnification for the Beneficiaries of the Resettlements

Clause 31. The PROMISEE and/or FUNDAÇÃO RENOVA will be obliged to pay the amount of one billion, one hundred and thirty-seven million reais (BRL 1,137,000,000.00), as indemnification and financial compensation for the families recognized as affected and who are beneficiaries of the resettlements.

Paragraph one. The OBLIGATION TO PAY provided for in *the main section* will follow the provisions of ANNEX 22 - FINANCIAL DISBURSEMENT SCHEDULE OF THE OBLIGATION TO PAY.

Paragraph two. The amount established in the *main section* will be divided into three (3) blocks:

I. The amount of one billion and eighty million reais (BRL 1,080,000,000.00) refers to financial compensation (i) for the delay in the delivery of the collective resettlements of Bento Rodrigues and Paracatu de Baixo, familiar resettlements and original reconstructions, (ii) for alleged constant problems in the resettlements, such as loss of area, tested, neighborhood relationship and slope; (iii) due to the alleged impossibility of supplying water supply for agrosilvopastoral activities, according to the list held by the FUNDAÇÃO RENOVA on the date of the JUDICIAL APPROVAL of this AGREEMENT to be forwarded to the PUBLIC PROSECUTOR'S OFFICE OF THE STATE OF MINAS GERAIS within thirty (30) days of the JUDICIAL APPROVAL of this AGREEMENT.

II. The amount of seven million reais (BRL 7,000,000.00) refers to the financial compensation for the alleged impossibility of supplying animal feed, according to the list of animals owned by the FUNDAÇÃO RENOVA on the date of JUDICIAL APPROVAL of this AGREEMENT.

III. The amount of fifty million (BRL 50,000,000.00) refers to the Projects of the Affected Communities, which will necessarily include programs on financial education.

Paragraph Three. The amounts mentioned in each of the items indicated above, except for item III, will be divided equally for each family nucleus and, in these, for all members of the family nucleus. The share of the value for the family nucleus must be made according to the definition of civil legislation in relation to each family nucleus. The PROMISEE and/or FUNDAÇÃO RENOVA will not be responsible for the form and percentage of the division of the shares within the family nucleus.

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Paragraph four. The formalization of the agreement and the payment of the indemnification will depend on the signing of a term of agreement agreeing with the payment mechanism and the release granted will operate automatically upon the receipt of the last instalment.

Paragraph Five. Once the payments referred to in this Clause have been made, the total or partial withdrawals by each family nucleus will be carried out preferably on behalf of the woman, through the agreement mentioned in the fourth paragraph, which will be signed with each family nucleus through the establishment of a non-contentious jurisdiction procedure with the participation of the FUNDAÇÃO RENOVA and/or PROMISEE, with an invitation to the participation of the FEDERAL PUBLIC PROSECUTOR'S OFFICE, THE PUBLIC PROSECUTOR'S OFFICE OF THE STATE OF MINAS GERAIS, THE FEDERAL PUBLIC DEFENDER'S OFFICE in the realization of a judicial task force in an initiative promoted by the CEJUSC [Judicial Centre for Conflict Resolution and Citizenship] of the TRF 6 [Federal Regional Court of the 6th Region], with the possibility of cooperation between the Courts.

Sixth Paragraph. Failure to accept the individual agreement does not give rise to a new obligation on the part of the PROMISEE and/or FUNDAÇÃO RENOVA, and/or SHAREHOLDERS and/or RELATED PARTIES.

Seventh Paragraph. The amounts described in the first paragraph may be reallocated among themselves at the discretion of the parties provided for in Clause 30, if a supervening need is identified.

Section II – Income Transfer Program ("PTR Mariana") and/or other compensation for those affected in Mariana/MG

Clause 32. This Section includes: (i) the indemnification of the persons indicated in the exhaustive list contained in the request for compliance with judgment no. 5002387- 92.2021.8.13.0400, who have not yet received any type of indemnification from the FUNDAÇÃO RENOVA and/or PROMISEE, with the granting of release, and (ii) the MARIANA INCOME TRANSFER PROGRAM ("PTR MARIANA").

Sole Paragraph. The total amount allocated to the items provided for in *the main section* is BRL 820,000,000.00 (eight hundred and twenty million reais), and its availability will comply with the provisions of Chapter IV of the GENERAL CONDITIONS of this AGREEMENT and ANNEX 22 - SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY.

Clause 33. An indemnification in the amount of thirty-five thousand reais (BRL 35,000.00) will be made to each person indicated in the exhaustive list contained in the request presented within the enforcement lawsuit no. 5002387-92.2021.8.13.0400, who has not received any type of indemnification from the FUNDAÇÃO RENOVA and/or PROMISEE, with the granting of release, in a single instalment, under the terms of Appendix 1.8 - Term of Release and observing ANNEX 22 - SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY.

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Paragraph one. Persons who choose to receive the indemnification mentioned in the *main section* must grant a full, definitive and irrevocable release in favour of FUNDAÇÃO RENOVA and/or PROMISEE and/or SHAREHOLDERS and/or RELATED PARTIES for individual damage resulting from the COLLAPSE,

Paragraph two. Payments will be made through the establishment of a voluntary jurisdiction procedure with the participation of the FUNDAÇÃO RENOVA and/or PROMISEE, with an invitation to the participation of the FEDERAL PUBLIC PROSECUTOR'S OFFICE, THE PUBLIC PROSECUTOR'S OFFICE OF THE STATE OF MINAS GERAIS, THE PUBLIC DEFENDER'S OFFICE OF THE STATE OF MINAS GERAIS and the FEDERAL PUBLIC DEFENDER'S OFFICE in the realization of a judicial task force in an initiative promoted by the CEJUSC of the TRF 6, cooperation between the Courts may be carried out.

Paragraph Three. The persons mentioned in the *main section* may be compensated by the method provided for herein and, if they so choose, they will not be eligible for the PID provided for in ANNEX 2 - INDIVIDUAL INDEMNIFICATION.

Clause 34. The PTR MARIANA will be established in favour of (i) the people included in the exhaustive list contained in the request presented within the enforcement lawsuit no. 5002387- 92.2021.8.13.0400, who have been indemnified and granted release until the conclusion of the deadline for joining the Program, and (ii) residents in the municipality of Mariana/MG and enrolled in Cad.Único until 30 September 2024.

Paragraph one. For the PTR Mariana mentioned in item (i) of the *main section*, the persons included in the exhaustive list presented within the enforcement lawsuit no. 5002387- 92.2021.8.13.0400, who have been indemnified and granted release until the conclusion of the adhesion to the PTR, will benefit from the receipt of the amount of BRL 60,000.00 (sixty thousand reais) individually observing the minimum of 36 (thirty-six) instalments, observing ANNEX 22 - FINANCIAL DISBURSEMENT SCHEDULE.

Paragraph two. For the PTR Mariana mentioned in item (ii) of the *main section,* people will benefit from the residual value of the amount provided for in the sole paragraph of Clause 32, less the operating expenses of this Section, and divided accordingly among those enrolled in the PTR Mariana, observing the minimum of 26 (thirty-six) instalments, observing ANNEX 22 - FINANCIAL DISBURSEMENT SCHEDULE.

Paragraph Three. The two types of PTR provided for in the *main section* are not mutually exclusive.

Paragraph four. In the case of an incapacitated person, the payment will be made to the beneficiary's own savings account.

Paragraph Five. The death of the beneficiary ceases the right to income transfer. It is a benefit that cannot be transferred to heirs and/or successors of any nature.

Sixth Paragraph. The payments provided for in this Clause are intended to stimulate the economy of the region and cannot be considered for the exclusion of people from Cad.Único.

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Clause 35. The PROMISEE and/or FUNDAÇÃO RENOVA, within ninety (90) days from the receipt of the Term of Reference to be prepared by the parties provided for in Clause 30, will hire an entity with a notorious capacity to operate the Mariana PTR, which will be managed by determinations of the said parties.

Paragraph one. The payment of the contract established in this Clause will be made using the amount mentioned under the terms of Clause 64 or under the terms of ANNEX 22 - SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY.

Paragraph two. The period indicated in the *main section* may be extended, in a justified manner, by thirty (30) days.

Clause 36. The PROMISEE and/or FUNDAÇÃO RENOVA shall submit to the State Committee of Minas Gerais the technical and commercial proposals for their choice of the entity or companies that will manage and operationalize the payments provided for in Clause 34.

Clause 37. The hiring of the entity responsible for the management and operationalization of the payments provided for in Clause 34 ends the obligation of the PROMISEE and/or FUNDAÇÃO RENOVA, which will not be responsible for the management and supervision of the chosen entity.

Clause 38. The beneficiaries of the payments provided in Clause 34 and the respective amounts were defined by the parties provided for in Clause 30 of this ANNEX.

Clause 39. The measures provided for in this Section do not constitute an impediment to the measures provided for in ANNEX 4 - INCOME TRANSFER PROGRAM and ANNEX 2 - INDIVIDUAL INDEMNIFICATION, as well as the other measures of the AGREEMENT, provided that the criteria provided for and applicable are fulfilled and respected and the provisions of Clause 34 are observed.

CHAPTER IV

TRANSFER OBLIGATIONS

Clause 40. The provisions set forth in the Sections of this Chapter constitute TRANSFER OBLIGATIONS of the PROMISEE and/or FUNDAÇÃO RENOVA to the Municipality of Mariana/MG.

Clause 41. The management and execution of the obligations dealt with in this Chapter will be subject to the mechanisms of inspection, accountability and transparency of execution of the Municipality of Mariana/MG, and there is no attribution or responsibility of SAMARCO, the SHAREHOLDERS and their RELATED PARTIES and/or the FUNDAÇÃO RENOVA with respect to the use of the transferred amounts.

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Section I – Memorial of Bento Rodrigues and of Paracatu de Baixo

Clause 42. The PROMISEE and/or FUNDAÇÃO RENOVA will pay the Municipality of Mariana/MG, so that it bears the costs of construction and administration and maintenance expenses of the Memorial of Bento Rodrigues and of Paracatu de Baixo, the amount of twenty-seven million reais (BRL 27,000,000.00), in a single instalment, within two hundred and ten (210) days of the JUDICIAL APPROVAL of this AGREEMENT.

Sole Paragraph. The amount provided for in the *main section* will be deposited by the FUNDAÇÃO RENOVA and/or PROMISEE in an interest-bearing bank account, held by the Municipality of Mariana/MG, to be opened specifically for this purpose.

Clause 43. The Municipality of Mariana/MG, after hearing the communities, will present the project for the construction of the Memorial of Bento Rodrigues and of Paracatu de Baixo, and must, within a maximum period of three hundred and sixty (360) days after the JUDICIAL APPROVAL of this AGREEMENT, send the details and schedule of the works for the construction of the Memorial.

Paragraph one. The Municipality of Mariana/MG undertakes to complete the construction of the Memorial of Bento Rodrigues and of Paracatu de Baixo, within a maximum period of 36 (thirty-six) months, counted from the definition of the project for construction, as well as to manage it, keeping it in perfect condition.

Paragraph two. The Memorial of Bento Rodrigues and of Paracatu de Baixo will not be built by the Municipality of Mariana/MG in a self-rescue zone (ZAS), as described in the map contained in Appendix 1.7 - Mariana/MG Listing Map.

Paragraph Three. In the event of *the main section*, the financial transfer will be subject to the inspection, accountability and transparency mechanisms of the Municipality, and there is no attribution or responsibility of SAMARCO, the SHAREHOLDERS and their RELATED PARTIES and/or the FUNDAÇÃO RENOVA regarding the use of the amounts object of the judicial agreement.

CHAPTER V

OTHER PROMISEES ASSUMED BY THE MUNICIPALITY OF MARIANA/MG

Section I – General Provisions

Clause 44. With the adhesion of the Municipality of Mariana/MG to the AGREEMENT according to ANNEX 15 - MUNICIPAL INITIATIVES, the Municipality of Mariana/MG undertakes to fully respect it, maintaining the measures established in this instrument in favour of the municipality and those affected.

Paragraph one. The allocation of funds from this AGREEMENT, by any entity, for any purpose other than that provided for in this instrument is prohibited.

Paragraph two. The resources arising from this AGREEMENT, to be applied directly by public agencies, shall comply with the principles, rules and regulations that govern the budget execution of public revenues and expenditures.

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Clause 45. Irregularities found in the execution of projects by the Municipality of Mariana/MG may lead to the suspension of the project or work and the blocking of the amounts related to them, without prejudice to other measures of accountability of those involved.

Section II – Definitive Municipal Listing of Bento Rodrigues and Paracatu de Baixo and Expropriation of Properties

Clause 46. The Municipality of Mariana/MG undertakes to decree and implement the municipal listing of the area, according to the description of the listed area and surroundings defined in Appendix 1.7 - Mariana/MG Listing Map, in compliance with the guidelines and objectives recommended in COMPAT Resolution No. 002/2016 and in this ANNEX, and must complete the definitive listing procedure by June 2025.

Paragraph one. The Municipality of Mariana/MG undertakes to promote the necessary actions for the historical preservation of the area of the subdistricts of Bento Rodrigues and Paracatu de Baixo, refraining from destroying or carrying out any intervention other than maintenance and preservation actions in what is left of the localities.

Paragraph two. The irrevocable right of free passage and access to the PROMISEE and/or FUNDAÇÃO RENOVA for the technical maintenance of Dike S4 and other necessary interventions in the area of the subdistrict of Bento Rodrigues and Paracatu de Baixo is ensured, as provided for in ANNEX 16 - ENVIRONMENTAL RECOVERY PLAN, and the PROMISEE and/or FUNDAÇÃO RENOVA must respect the guidelines of the listing.

Clause 47. As a way of maintaining the historical preservation of the site and ensuring its belonging to the people of Bento Rodrigues, the Municipality of Mariana/MG is obliged to expropriate the properties described in Appendix 1.7 - Mariana/MG Listing Map, due to the impossibility of using the area by their owners, and to ensure the preservation of the history and memory of the place, issuing the respective expropriation decree by June 2025.

Sole Paragraph. The decree will mention that the entire protected area belongs to the people of Bento Rodrigues and Paracatu de Baixo.

Clause 48. The expropriation phase will be preceded by a stage of consensus building between family nuclei and the Municipality of Mariana/MG, assisted by the PUBLIC DEFENDER'S OFFICE OF THE STATE OF MINAS GERAIS, if there is agreement and interest of the affected people for the mediations or conciliations that are necessary, respecting the existing contractual relations of representation.

Clause 49. The compensation for the expropriation of the owners and/or possessors at the time of the COLLAPSE of the properties covered by COMPAT Resolution No. 02/2016, according to the map of Appendix 1.7 - Mariana/MG Listing Map, due to the flooding of the tailings, impossibility of use and enjoyment of the property and/or construction of the structures of Dike S4, will be calculated according to the applicable regulations of ABNT, NBR 14653-1:2019 and NBR 14653-2:2011, plus the percentage of fifty percent (50%), as a business attraction for social pacification.

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Clause 50. The PROMISEE and/or FUNDAÇÃO RENOVA will provide for the hiring of an independent third party to prepare a single updated report per property following the ABNT standards within one hundred and eighty (180) days of the issuance of the municipal decree declaring public utility for expropriation purposes, observing the same evaluation criteria contained in the reports issued in 2017.

Clause 51. The PARTIES agree that the reports of the previous clause will be forwarded to the Municipality of Mariana/MG for mandatory use in the expropriation process.

Paragraph one. The negotiation phase for the consensual solution of the expropriation will be conducted by the Municipality of Mariana/MG and will last up to one hundred and eighty (180) days, counting from the receipt, by the Municipality of Mariana/MG, of each updated report.

Paragraph two. In the case of consensual expropriation, the value of the technical report will be offered, plus the percentage of fifty percent (50%), as a business attraction.

Paragraph Three. The payment of the amounts indicated in the previous paragraph will be the responsibility of the PROMISEE and/or FUNDAÇÃO RENOVA and will be made within fifteen (15) days from the presentation, by the Municipality of Mariana/MG, of the term of agreement signed by the expropriator and the expropriated party, to be made in a bank account indicated by the expropriated party in the term of agreement.

Clause 52. In the event of failure of the consensual solution phase or after the period of the first paragraph has elapsed, the Municipality of Mariana/MG will immediately proceed with the respective expropriation actions, based on the appraisal report referred to in Clause 50, and the PROMISEE and/or FUNDAÇÃO RENOVA must make the judicial deposit of the corresponding amount for the purpose of vest in possession.

Paragraph one. In the hypothesis of *the main section,* the percentage of the business attraction corresponding to the increase of fifty percent (50%) will not be applied.

Paragraph two. The PROMISEE and/or FUNDAÇÃO RENOVA will be responsible for any complementation of the difference in the amount of indemnification that may be fixed in the lawsuit.

Clause 53. The transfer of possession and/or ownership of any properties located in the listed area is prohibited, under the terms of the map in Appendix 1.7 - Map Mariana/MG Listing, for the PROMISEE, the SHAREHOLDERS and/or the FUNDAÇÃO RENOVA.

Clause 54. The Municipality of Mariana/MG is obliged to permanently maintain the listed areas, promoting the necessary actions to ensure surveillance, maintenance and eventual recoveries.

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Clause 55. The Municipality of Mariana/MG undertakes to adopt the necessary measures to prevent the subdivision, use and occupation of urban land in the ZAS, under the terms of article 18-A, paragraph 3, of Law No. 12,334/10.

Clause 56. The listing, the construction of the memorial and the definition of the future uses of the listed area under the terms of the map contained in Appendix 1.7 - Mariana/MG Listing Map, will be decided by the Municipality of Mariana/MG and the community of the respective listed area.

Clause 57. The PROMISEE and/or FUNDAÇÃO RENOVA will not participate in the processes of listing and construction of the Memorial and, likewise, has no responsibility for the execution of the works, negotiation with the communities and administration of the spaces. The maintenance, conservation and construction of access roads to these areas will be the responsibility of the Municipality of Mariana/MG.

CHAPTER VI

FINAL PROVISIONS

Clause 58. The PARTIES agree that the JUDICIAL APPROVAL of this AGREEMENT fully and immediately extinguishes the cause of payment of the daily fine established in compliance with judgment No. 0041497-28.2017.8.13.0400, as well as entails the extinction of said compliance with judgment and other related actions, as per ANNEX 23 - LAWSUITS AND ADMINISTRATIVE PROCEEDINGS TO BE EXTINGUISHED BY THIS AGREEMENT.

Clause 59. For public goods/equipment, accessories and public services of the resettlements, the PARTIES fully ratify the Financial Transfer Agreement executed and presented for judicial approval in the records of action no. 5004006- 52.2024.8.13.0400, ongoing before the 2nd Civil Court of the District of Mariana/MG.

Clause 60. The environmental issues related to the decommissioning of Dike S4 are addressed in ANNEX 16 - ENVIRONMENTAL RECOVERY PLAN.

Clause 61. The technical audit mentioned in this ANNEX may be the same as that indicated in Chapter VII - Audit of the OBLIGATIONS TO PERFORM of the GENERAL CONDITIONS of this AGREEMENT, with the specificities addressed herein.

Clause 62. The receipt of the amounts provided for in this ANNEX by the Municipality of Mariana/MG will occur through the signing of the Term of Adhesion, according to ANNEX 15 - MUNICIPAL INITIATIVES.

Clause 63. The full receipt of the indemnification amounts provided for in this ANNEX will result in full, definitive and irrevocable release, without any restriction, to the FUNDAÇÃO RENOVA, the PROMISEE, the SHAREHOLDERS and their RELATED PARTIES.

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Sole Paragraph. All releases described in this AGREEMENT extend, include and operate, without any restriction, in favour of the PROMISEE, the SHAREHOLDERS, FUNDAÇÃO RENOVA and their respective insurers and reinsurers, as well as in relation to any related party, such as a parent company, subsidiary, affiliate, company or entity (including its successors and assigns), national or foreign, directly or indirectly related to the PROMISEE, to the SHAREHOLDERS and the FUNDAÇÃO RENOVA, including BHP Group (UK) Ltd and BHP Group Limited, as well as any and all companies of the same business and/or economic group, whether in the Brazilian jurisdiction and/or in a foreign jurisdiction ("RELATED PARTIES").

Clause 64. The parties provided for in Clause 30 agree that, after one hundred (100) days from the JUDICIAL RATIFICATION of this AGREEMENT, the amount of the judicial block carried out in the records of Precautionary Action No. 0039891-33.2015.8.13.0400 will be allocated to the fulfilment of the programs of Chapter III - OBLIGATIONS TO PAY, remaining deposited in a court bound for such purpose, in a specific procedural incident.

Paragraph one. The amount mentioned in the *main section* will be allocated to the payment of the item provided for in Clause 33 of Section I - Income Transfer Program ("PTR Mariana") and/or other compensation for those affected in Mariana/MG, Chapter III - OBLIGATIONS TO PAY and, subsequently, to the beginning of payment of other amounts of indemnification provided for in Clause 34. The remaining amount will be allocated to the payment provided for in Clause 31.

Paragraph two. It will be up to the parties provided for in Clause 30 to request the court to allocate the amounts to the purposes set forth in the first paragraph.

Clause 65. The obligations provided for in Chapter III - OBLIGATIONS TO PAY of this ANNEX total BRL 1,957,000,000.00 (one billion, nine hundred and fifty-seven million reais) as follows:

I. BRL 1,657,000,000.00 (one billion, six hundred and fifty-seven million reais), which make up the OBLIGATION TO PAY and must comply with the provisions of ANNEX 22 - FINANCIAL DISBURSEMENT SCHEDULE OF THE OBLIGATION TO PAY; and

II. BRL 300,000,000.00 (three hundred million), referring to the judicial blocking of the Precautionary Action n. 0039891-33.2015.8.13.0400, according to Clause 64, therefore not composing the FINANCIAL CAP of the AGREEMENT.

Clause 66. The obligations set forth in Chapter II - OBLIGATIONS TO PERFORM and Chapter IV - TRANSFER OBLIGATIONS of this ANNEX are not subject to the FINANCIAL CAP of the AGREEMENT, pursuant to Clause 12 of the GENERAL CONDITIONS of this AGREEMENT.

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ANNEX 2 – INDIVIDUAL INDEMINIFICATION

CHAPTER I

GENERAL PROVISIONS

Clause 1. The full and definitive reparation of the people affected by the COLLAPSE is the primary objective of the PARTIES in the construction of this ANNEX, guided by the principle of objective good faith.

Paragraph one. This ANNEX deals exclusively with homogeneous individual and individual rights, not reaching diffuse or collective rights, which are dealt with in the measures and compensations established in the other ANNEXES of this AGREEMENT.

Paragraph two. This ANNEX is aimed at individuals and legal entities classified as individual microentrepreneurs, microenterprises and small businesses, under the terms of Complementary Law No. 123, of 14 December 2006.

Clause 2. The PARTIES recognize the need to establish transition rules that provide definitive solutions to the registration, indemnification and emergency financial aid programs conducted by FUNDAÇÃO RENOVA, in order to ensure equal treatment, definitive treatment and legal certainty. The PARTIES also recognize the right of the affected persons, eligible and interested, to access the programs existing on the date of the JUDICIAL RATIFICATION of this AGREEMENT, observing the transition rules provided for in this AGREEMENT and in this ANNEX, as well as the right to information and to the justification of the decisions issued by the RENOVA and/or PROMISEE

Sole Paragraph. This ANNEX replaces the following TTAC programs: (i) Survey and Registration Program, provided for in Clauses 19 to 30 of the TTAC ("PG-01" or "REGISTRATION"); (ii) Indemnification and Indemnification Program, provided for in Clauses 31 to 38 of the TTAC ("PG-02"), including the Mediated Indemnification Program ("PIM"); (iii) Emergency Financial Aid Program, provided for in the Clauses 137 to 140 of the TTAC ("PG-21" or "PAFE" or "AFE"); and (iv) the Simplified Indemnification System ("NOVEL").

Clause 3. The service of people interested in the REGISTRATION, PIM and PAFE will occur exclusively via the online platform of the PIM-AFE System ("PIM-AFE SYSTEM"), as detailed in the respective chapters of each program.

Clause 4. The closure of the programmes will respect the criteria of territorial coverage and eligibility established in this ANNEX.

Clause 5. The releases granted in favour of the FUNDAÇÃO RENOVA and/or PROMISEE and/or SHAREHOLDERS and/or RELATED PARTIES (definition in Clause 94, first paragraph of the GENERAL CONDITIONS of this AGREEMENT) in judicial and/or extrajudicial agreements referring to homogeneous individual and individual damages followed the rules of PIM and NOVEL in force until the JUDICIAL RATIFICATION of this AGREEMENT.

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Clause 6. THE PARTIES agree on the creation of the DEFINITIVE INDEMINIFICATION PROGRAM ("PID") as a definitive solution to address the final and definitive individual reparation of the people affected by the COLLAPSE, under the terms and scope set forth in this ANNEX.

Clause 7. From the JUDICIAL APPROVAL of this AGREEMENT, FUNDAÇÃO RENOVA and/or the PROMISEE will use the terms of the standard individual agreement contained in Appendixes 2.4 – Standard Transaction Term applicable to the PIM-AFE system, 2.6 – Standard Transaction Term applicable to NOVEL, 2.7 – Standard Transaction Term applicable to Water Damage, 2.8 – Standard Transaction Term applicable to the Family Farmers and Professional Fishermen Agreement and 2.10 – Standard Transaction Term applicable to the Definitive Indemnification Program – PID, whose signature will be required from the indemnified person to grant release for the individual, full and definitive reparation for the damages resulting from the COLLAPSE.

Paragraph one. The PROMISSORS validate and acknowledge the compliance with the law of the standard individual transaction minutes contained in Appendices 2.4 – Standard Transaction Term applicable to the PIM-AFE system, 2.6 – Standard Transaction Term applicable to NOVEL, 2.7 – Standard Transaction Term applicable to Water Damage, 2.8 – Standard Settlement Term applicable to the Family Farmers and Professional Fishermen Agreement and 2.10 – Standard Settlement Term applicable to the Definitive Indemnification Program – PID.

Paragraph two. The proof of payment to the indemnified person under the terms set forth in this ANNEX will be valid as a document proving release.

Clause 8. The inaccuracy of any data that makes it impossible for the interested party to pay in any of the indemnification programs provided for in this ANNEX will lead to the interruption of the deadline for payment until the regularization of the information declared by the interested person, which must happen within a maximum period of fifteen (15) days from the availability of the notification to the applicant on the respective online platforms.

Sole Paragraph. After the deadline has expired without correction of the data, the FUNDAÇÃO RENOVA and/or PROMISEE will deposit the amount in court by filing an action for consignment in payment, an opportunity in which the obligation assumed by the FUNDAÇÃO RENOVA and/or PROMISEE will be fully concluded and settled.

Clause 9. FUNDAÇÃO RENOVA and/or the PROMISEE and/or the SHAREHOLDERS and/or the RELATED PARTIES may file a petition in the records of any lawsuit, informing the execution of the individual agreement and the withdrawal and/or resignation manifested by the applicant in the signed term of release.

Clause 10. The PROMISEE and/or FUNDAÇÃO RENOVA will submit all individual agreements entered into based on this ANNEX to judicial approval before the CEJUSC of the Federal Court of Belo Horizonte, pursuant to article 487, item III, paragraph "b", of Law No. 13,105, of 16 March 2015 (Code of Civil Procedure), within fifteen (15) days from its signature.

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Clause 11. The PROMISEE shall promote a broad public information campaign in all territories listed in Clauses 25 and 69, to be initiated within thirty (30) days from the JUDICIAL RATIFICATION of this AGREEMENT and with a minimum duration of sixty (60) days, to communicate the rules of transition, eligibility criteria, means of access, deadlines and termination of the programs and indemnification initiatives addressed in this ANNEX, as well as the creation of the PID.

Clause 12. The PROMISEE shall forward information regarding the initiatives provided for in this ANNEX to the respective GOVERNANCE, on a quarterly basis, until the full termination of the obligations set forth in this ANNEX. The first communication will be sent after ninety (90) days from the end of the deadline for entry into the PIM-AFE System, stipulated in Clause 27.

Sole Paragraph. The statement will present the information below indicating the numbers for the quarter in reference and the historical cumulative figure:

I. The amount of indemnification paid and the number of people indemnified by municipality, gender and professional category (if applicable).

II. The number of registrations automatically closed due to lack of minimum information, as provided for in Clause 22.

III. The number of pending fulfilment orders in each program.

IV. The number of denied requests in each program.

Clause 13. In the event of a finding of document fraud, FUNDAÇÃO RENOVA and/or the PROMISEE will submit a reasoned response to the interested party indicating the reasons for the finding of document fraud, which will be evaluated based on the applicable legislation, and will communicate the closure of the respective request, observing the processing flows of each of the programs provided for in this ANNEX.

Paragraph one. The PROMISEE and/or FUNDAÇÃO RENOVA will analyse the provisions of the *main section* carefully, not equating it to situations of absence and/or incompleteness of documentation and/or illegibility of electronic files and/or other situations of difficulty in accessing the information made available by the interested party.

Paragraph two. Document fraud found by the FUNDAÇÃO RENOVA and/or PROMISEE within the scope of the PIM, PAFE or NOVEL, on a previous date or subsequent to the JUDICIAL APPROVAL of this AGREEMENT, will result in the ineligibility of the interested person in the PID.

Paragraph Three. The document fraud found by the FUNDAÇÃO RENOVA and/or PROMISEE within the scope of the PID will lead to the immediate closure of the application.

Paragraph four. The FUNDAÇÃO RENOVA and/or the PROMISEE must include in the public information campaign object of Clause 11, clear and specific information on the consequences of the practice of document fraud.

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Clause 14. The FUNDAÇÃO RENOVA and/or the PROMISEE will have a final and non-extendable deadline of 31 December 2026 for the completion of all services in the programs and other indemnification initiatives object of this ANNEX.

Sole Paragraph. If the JUDICIAL APPROVAL of this AGREEMENT occurs in a period greater than thirty (30) days after its signature, the period provided for in the *main section* will be increased by the period elapsed between the signature and the JUDICIAL APPROVAL of this AGREEMENT.

Clause 15. In case of non-compliance with the deadline for payment provided for in the initiatives object of this AGREEMENT, under the exclusive responsibility of the FUNDAÇÃO RENOVA and/or PROMISEE, a fine of two percent (2%) of the amount of the indemnification and/or AFE will be applicable in favour of the applicant, as well as the updating of the amount due based on the SELIC rate until the date of effective payment.

Sole Paragraph. The FUNDAÇÃO RENOVA and/or PROMISEE will not be held responsible in case of non-compliance with the processing deadlines by the applicants and/or their lawyers.

Clause 16. The closure of the programs provided for in this ANNEX and/or the PID shall respect the equality of gender treatment with regard to the minimum elements of evidence to prove damages required by each program subject to this ANNEX.

Clause 17. The PROMISEE and/or the FUNDAÇÃO RENOVA will respect the legal priorities in serving people interested in joining the programs object of this ANNEX.

Clause 18. The provisions set forth in this AGREEMENT do not imply a waiver of the statute of limitations or loss of the possibility of arguing the occurrence or not of an impending, suspensive and/or interruptive cause of the statute of limitations before any forum or jurisdiction, in an individual or class action.

Clause 19. The receipt of indemnification and/or AFE does not affect or prevent participation in the Income Transfer Program (PTR) provided for in ANNEX 4 - INCOME TRANSFER PROGRAM (PTR) and in the Economic Recovery Program (PRE) provided for in ANNEX 5 - INCENTIVE TO EDUCATION, SCIENCE, TECHNOLOGY AND INNOVATION, PRODUCTION AND ECONOMIC RECOVERY.

Clause 20. The PARTIES acknowledge that the implementation of the PID and the payment of the indemnification provided for in this ANNEX, together with the other measures provided for in this AGREEMENT and the indemnification programs previously operated by the FUNDAÇÃO RENOVA and/or PROMISEE, represent a definitive, sufficient and adequate treatment for the homogeneous individual damages resulting from the COLLAPSE and covered and treated in this AGREEMENT.

CHAPTER II

SURVEY AND REGISTRATION PROGRAM

Clause 21. The possibility of seeking registration ended on 31 December 2021, under the terms of the judicial decision of ID No. 797255560 issued in the records of compliance with judgment No. 1000415-46.2020.4.01.3800 of the 4th Federal Civil and Agrarian Court of the Judicial Subsection of Belo Horizonte.

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Clause 22. Persons with a REGISTRATION request submitted by 31 December 2021, on the official channels of FUNDAÇÃO RENOVA, and whose analysis has not been completed by the date of the JUDICIAL APPROVAL of this AGREEMENT, will be automatically able to join the indemnification programs provided for in this ANNEX, provided that the registration request contains minimum information (full name and CPF/CNPJ), observing the respective eligibility criteria of each program and the other provisions of this ANNEX.

Paragraph one. The provision contained in the *main section* will consider, individually, both the holder of the REGISTRATION, and their dependents indicated in the registration request.

Paragraph two. Registration requests that do not contain the minimum information (full name and CPF/CNPJ) will be automatically closed by the RENOVA and/or PROMISEE.

Clause 23. The REGISTRATION requests or the REGISTRATIONS made by the FUNDAÇÃO RENOVA of persons who have not joined the PIM or the PAFE in the manner and within the period provided for in Clause 27 will be definitively closed by the FUNDAÇÃO RENOVA and/or PROMISEE for the purposes of the REGISTRATION, without prejudice to the express manifestation of entry into the PID.

Sole Paragraph. The closing record will be stored until full compliance with the REGISTRATION, PIM and NOVEL and made available to the person responsible for the request upon request presented in the official service channels of the RENOVA and/or PROMISEE .

Clause 24. With the JUDICIAL APPROVAL of this AGREEMENT, the REGISTRATION review procedure, in force on the date of the JUDICIAL APPROVAL of this AGREEMENT, will be terminated and replaced by the procedure provided for in Clause 27.

CHAPTER III

MEDIATED INDEMINIFICATION PROGRAM (PIM)

Clause 25. Persons who meet the following requirements are eligible for the PIM, cumulatively:

I. Older than sixteen (16) years old on the date of the COLLAPSE.

II. Have submitted a REGISTRATION request by 31 December 2021 on the official channels of the FUNDAÇÃO RENOVA with minimum information (full name and CPF/CNPJ).

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III. They were proven to have resided in the following locations on the date of the COLLAPSE:

State	Municipality	Area
Minas Gerais	Aimorés	Total
	Alpercata	Total
	Barra Longa	Total
	Belo Oriente	Total
	Bom Jesus do Galho	Total
	Bugre	Total
	Caratinga	Total
	Conselheiro Pena	Total
	Coronel Fabriciano	Total
	Córrego Novo	Total
	Dionísio	Total
	Fernandes Tourinho	Total
	Galileia	Total
	Governador Valadares	Total
	Iapu	Total
	Ipaba	Total
	Ipatinga	Total
	Itueta	Total
	Mariana	Total
	Marliéria	Total
	Naque	Total
	Ouro Preto	Only district of Antônio Pereira
	Periquito	Total
	Pingo D'Água	Total
	Ponte Nova	Only district of Chopotó
	Raul Soares	Total

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State	Municipality	Area
	Resplendor	Total
	Rio Casca	Total
	Rio Doce	Total
	Santa Cruz do Escalvado	Total
	Santana do Paraíso	Total
	São Domingos do Prata	Total
	São José do Goiabal	Total
	São Pedro dos Ferros	Total
	Sem-Peixe	Total
	Sobrália	Total
	Timóteo	Total
	Tumiritinga	Total
Espírito Santo	Aracruz	Only area of CIF´s Resolution No. 58
	Baixo Guandu	Total
	Conceição da Barra	Only area of CIF´s Resolution No. 58
	Colatina	Total
	Fundão	Only area of CIF´s Resolution No. 58
	Linhares	Total
	Marilândia	Total
	São Mateus	Only area of CIF´s Resolution No. 58
	Serra	Only area of CIF´s Resolution No. 58
	Sooretama	Only area of CIF´s Resolution No. 164

Sole Paragraph. Persons who are not eligible for the PIM are persons who:

I. Have entered into an agreement in the NOVEL, except if only WATER DAMAGE.

II. Have entered and been rejected in the NOVEL.

III. They had lawsuits claiming compensation for the same damages requested in the PIM closed by a final judgment on the merits.

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Clause 26. The PIM is intended exclusively for the treatment of the formal public that has documentation proving damages, according to the list of supporting documents required by the FUNDAÇÃO RENOVA and/or PROMISEE contained in Appendix 2.2 – List of PIM-AFE documents.

Clause 27. From the availability of the PIM-AFE System by the FUNDAÇÃO RENOVA and/or PROMISEE, interested persons will have a final and non- extendable period of 60 (sixty) days to enter and submit the formal application to the PIM, being able to change, complement or insert the personal data, declare or review damages and supporting documentation contained in the REGISTRATION.

Paragraph one. During the period provided for in the *main section*, the person who adhered to the PIM until the date of JUDICIAL APPROVAL of this AGREEMENT must necessarily enter the PIM-AFE System and adopt the measures provided for in the *main section* to ratify and conclude its service in the PIM.

Paragraph two. Access to the PIM-AFE System will occur through the creation of a login and password by the interested person through the use of full name and CPF/CNPJ.

Paragraph Three. In the event of the death of the interested person, the executor may access the PIM-AFE System on behalf of the estate, using the full name and CPF of the deceased, and, after creating a login and password, the executor must insert a copy of the judicial or extrajudicial inventory and the respective probate term, in order to prove the condition of legal representative of the estate. If you do not present the documentation, the application will be closed.

Paragraph four. People originally registered by FUNDAÇÃO RENOVA as dependents will be able to access the PIM-AFE System in an individualized manner and unlinked to the holder of the REGISTRATION, using their full name and CPF, observing the criteria of Clause 25.

Paragraph Five. At the end of the period of sixty (60) days provided for in the *main section*, the following shall be automatically terminated:

I. The possibility of voluntary adherence to the PIM.

II. Applications that contain only personal data (name, CPF and address and telephone or email) without a declaration of damage.

III. Requests submitted to the PIM before the JUDICIAL APPROVAL of this AGREEMENT, in which the interested person has not adhered to the PIM-AFE System provided for in this ANNEX.

Sixth Paragraph. The record of the closure of the applications provided for in items II and III of the previous paragraph of this Clause will be stored until the closure of the PIM and PAFE and made available to the person responsible for the request upon request submitted in the official service channels of the FUNDAÇÃO RENOVA and/or PROMISEE.

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Clause 28. The FUNDAÇÃO RENOVA and/or PROMISEE will make available, in the PIM-AFE System, a settlement proposal to interested parties who meet the eligibility criteria, under the terms of this CHAPTER, and prove the damages claimed, according to Appendix 2.2 – List of PIM-AFE documents. The formalization of the agreement and payment of indemnification will depend on the signature of the PIM term of release by the applicant, according to Appendix 2.4 – Standard Transaction Term applicable to the PIM-AFE system.

Clause 29. Representation by a lawyer or public defender is mandatory for the processing of the indemnification request in the PIM, which must be constituted by the interested party, within sixty (60) days for access to the PIM-AFE System provided for in Clause 27, through the use of the standard power of attorney contained in Appendix 2.1 – Standard Power of Attorney - Individual Indemnifications or statement to the Public Defender's Office.

Paragraph one. Attorneys' fees will be set at five percent (5%) of the amount of indemnification to be paid, up to a maximum of ten thousand reais (BRL 10,000.00), paid directly by the FUNDAÇÃO RENOVA and/or PROMISEE to the lawyers, without any deduction from the amount to be paid to the applicants.

Paragraph two. The replacement of a lawyer will be allowed at any time during the processing of the application in the PIM-AFE System through the submission of a new power of attorney in the system, which will not result in suspension, interruption or renewal of the applicant's deadlines provided for in the flow. Whenever there is a replacement of a lawyer, the FUNDAÇÃO RENOVA and/or PROMISEE will have three (3) additional days to the deadlines of its responsibility provided for in the flow to assess the regularity of the new power of attorney or statement to the Public Defender's Office.

Paragraph Three. Attorneys' fees will be paid within five (5) days after the claimant receives the indemnification.

Paragraph four. The FUNDAÇÃO RENOVA and/or PROMISEE and/or the SHAREHOLDERS and/or the RELATED PARTIES shall not have any responsibility for the payment of additional attorneys' fees to other attorneys eventually constituted by the applicant, in Brazil or abroad, in addition to the one formally constituted in the PIM-AFE System on the date of signature of the individual agreement.

Clause 30. From the JUDICIAL APPROVAL of this AGREEMENT, in favour of the interest of the interested parties to obtain faster and more effective service, the PARTIES establish that the optimized flow for the treatment of indemnification claims in the PIM will be considered, as established in Appendix 2.3 – Processing flow of the PIM- AFE system:

I. Thirty (30) days, from the JUDICIAL RATIFICATION of this AGREEMENT, for the PROMISEE to start the public information campaign, lasting for sixty (60) days, pursuant to Clause 11.

II. Up to ninety (90) days, from the JUDICIAL APPROVAL of this AGREEMENT, for the FUNDAÇÃO RENOVA and/or PROMISEE to make the online platform of the PIM-AFE System available to the public.

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III. sixty (60) days, from the availability of the PIM-AFE System, for the applicant to enter the online platform, an opportunity in which he may change / or complement the personal data, declared damages and supporting documentation.

IV. fifteen (15) days, from the submission of the proposal for agreement in the PIM-AFE SYSTEM by the FUNDAÇÃO RENOVA and/or PROMISEEE, for the interested person to accept or reject the proposal. In case of acceptance, the signature of the term of release must occur in the PIM-AFE SYSTEM.

V. fifteen (15) days, from the signature of the term of release, for submission of the term, by the FUNDAÇÃO RENOVA and/or PROMISEE, for judicial approval before the CEJUSC of the Federal Court of Belo Horizonte.

VI. ten (10) days, from the date of judicial approval of the individual agreement, for payment of indemnification to the claimant.

VII. five (5) days, from the date of payment to the indemnified person, for payment of attorney's fees.

Clause 31. In the cases in which the payment of loss of profits is applicable, the total payment will be equivalent to the gross amount corresponding to one hundred and twenty-five (125) months, in reference to the period between the date of the COLLAPSE and March 2026.

Paragraph one. Persons who, on the date of the JUDICIAL RATIFICATION of this AGREEMENT, receive annual loss of profits, shall receive, in a single and definitive payment, within up to one hundred and eighty (180) days from the JUDICIAL RATIFICATION of this AGREEMENT, the gross amount corresponding between the difference of the total of one hundred and twenty-five (125) months and the months already paid, monetarily adjusted by the Extended National Consumer Price Index (IPCA) from the JUDICIAL APPROVAL of this AGREEMENT until the date of effective payment, subject to the execution of the standard individual agreement contained in Appendix 2.4 – Standard Transaction Term applicable to the PIM-AFE system.

Paragraph two. The FUNDAÇÃO RENOVA and/or the PROMISEE will resume the payment of suspended loss of profits of residents in the area covered by CIF's Resolution No. 58, in the same manner provided for in the first paragraph.

Paragraph Three. The payment of loss of profits in the agreements entered into after the JUDICIAL RATIFICATION of this AGREEMENT will occur in a single and definitive manner in a gross amount corresponding to the entire period of one hundred and twenty-five (125) months, monetarily adjusted by the Extended National Consumer Price Index (IPCA) from the date of the COLLAPSE until the date of effective payment, subject to the deadline provided for in Clause 30 and subject to the execution of the standard individual agreement contained in Appendix 2.4 – Standard Transaction Term applicable to the PIM-AFE system.

Paragraph four. The FUNDAÇÃO RENOVA and/or the PROMISEE will withhold and pay income tax on the gross amount of loss of profits, under the terms of the legislation in force.

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Paragraph Five. The obligation to pay loss of profits by the FUNDAÇÃO RENOVA and/or PROMISEE will be automatically terminated with the fulfilment of the obligations set forth in this Clause, and no future resumption or complementation of loss of profits will be due.

Clause 32. The person who has an application in the PIM-AFE System for entry into the PID is allowed to withdraw.

Clause 33. Once the responses are presented to the interested parties, with the signing of the terms of release, in eligible cases, and with the subsequent payment of indemnification, observing the deadlines provided for in Clause 30, the obligation assumed by the FUNDAÇÃO RENOVA and/or PROMISEE and/or SHAREHOLDERS of indemnification treatment will be fully concluded and settled.

Clause 34. The PARTIES acknowledge the individual agreements entered into within the scope of the PIM until the JUDICIAL RATIFICATION of this AGREEMENT and the releases granted in favour of the FUNDAÇÃO RENOVA and/or PROMISEE and/or SHAREHOLDERS and/or RELATED PARTIES, and only the following are due, when applicable complements provided for in Clauses 31, first and second paragraphs, and 37, second paragraph, of this ANNEX, preventing entry into the PID.

CHAPTER IV

EMERGENCY FINANCIAL AID

Clause 35. The PARTIES acknowledge that individuals are eligible for the AFE who, cumulatively, comply with the requirements set forth in Clause 25 and have had their income compromised due to a direct impact due to a proven interruption of their productive or economic activities as a result of the COLLAPSE, according to the list of supporting documents required by the FUNDAÇÃO RENOVA and/or PROMISEE in Appendix 2.2 – List of PIM-AFE documents.

Clause 36. From the availability of the PIM-AFE System by the RENOVA and/or PROMISEE, interested parties will have a final and non-extendable period of sixty (60) days to request AFE, observing the rules and deadlines provided for in Clauses 25 to 30.

Paragraph one. During the period provided for in the *main section*, the person who has requested AFE through the official channels of the FUNDAÇÃO RENOVA must necessarily enter the PIM-AFE SYSTEM and adopt the measures provided for in the *main section* to ratify and conclude its service in relation to the AFE request.

Paragraph two. In the event of the death of the interested person, the executor will be able to access the PIM-AFE SYSTEM on behalf of the estate, using the full name and CPF of the deceased, and, after creating the login and password, the executor must insert a copy of the judicial or extrajudicial inventory and the respective probate term, in order to prove the condition of legal representative of the estate. If you do not present the documentation, the application will be closed.

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Clause 37. The payment of AFE will be made for the period corresponding to the date of the COLLAPSE until March 2026, totalling the amount corresponding to one hundred and twenty-five (125) months, considering that the AGREEMENT establishes the conditions for the resumption of the exercise of the original productive or economic activities or the exercise of new productive activities by those affected.

Paragraph one. The monthly amount of the AFE is one (1) minimum wage, plus twenty percent (20%) per dependent, according to the dependents provided for in article 16 of Law No. 8,213, of 24 July 1991, and one more basic food basket, according to the value stipulated by DIEESE, without prejudice to the payment of other amounts of indemnification, observing the other provisions of this ANNEX.

Paragraph two. Persons who, on the date of the JUDICIAL RATIFICATION of this AGREEMENT, are beneficiaries of AFE, will receive the amount corresponding to the difference in the total of one hundred and twenty-five (125) months and the months already paid, in three (3) identical and successive monthly instalments. The first instalment will be paid within two hundred and fifty (250) days, as of the JUDICIAL APPROVAL of this AGREEMENT, subject to the signature of the standard individual agreement contained in Appendix 2.4 – Standard Transaction Term applicable to the PIM-AFE system. The payment will continue to be made monthly until the payment of the instalments dealt with in this Clause.

Paragraph Three. The payment of AFE to any new beneficiaries as of the JUDICIAL APPROVAL of this AGREEMENT will be made in a single and definitive manner through the deposit of the full amount, observing the period provided for in Clause 30, subject to the signature of the standard individual agreement contained in Appendix 2.4 – Standard Transaction Term applicable to the PIM-AFE system.

Clause 38. Once the responses are presented to the interested parties and the payment of the AFE to the eligible persons in the fixed amount mentioned in Clause 37 has been concluded, the obligation assumed by the FUNDAÇÃO RENOVA and/or PROMISEE and/or SHAREHOLDERS in relation to the AFE will be fully completed and settled, and there will be no additional obligation to pay, resume or complement emergency financial aid of any nature.

CHAPTER V

SIMPLIFIED INDEMNIFICATION SYSTEM (NOVEL)

Clause 39. The deadline for joining the NOVEL ended on 29 September 2023, pursuant to the judicial decision of ID No. 1414777372 issued in the records the enforcement proceeding No. 1000415-46.2020.4.01.3800 of the 4th Federal Civil and Agrarian Court of the Judicial Subsection of Belo Horizonte.

Clause 40. The PARTIES acknowledge the individual agreements entered into under the NOVEL until the JUDICIAL RATIFICATION of this AGREEMENT, as well as that the execution of these agreements resulted in the release of all the individual claims of the applicant, including indemnification and financial claims of any nature, in favour of the FUNDAÇÃO RENOVA and/or PROMISEE and/or SHAREHOLDERS and/or RELATED PARTIES, no additional payment or complementation of values is due, including as loss of profits and AFE, preventing entry into the PIM-AFE SYSTEM and the PID.

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Clause 41. The NOVEL platform and the respective deadlines will be suspended for ninety (90) days from the DATE OF JUDICIAL APPROVAL of this AGREEMENT, and after this period, an optimized flow will be observed for the closure of the processing of applications in NOVEL, according to Appendix 2.6 – Standard Transaction Term applicable to NOVEL.

Paragraph one. Once the processing of the application with a negative response by the FUNDAÇÃO RENOVA and/or PROMISEE is completed, there will be no possibility of re-entry into the NOVEL.

Paragraph two. Applicants who have not observed the deadlines stipulated in the program until the JUDICIAL APPROVAL of this AGREEMENT, as well as those who do not observe the deadlines provided for in Appendix 2.5 – NOVEL Processing Flow, will have their applications definitively closed, without any possibility of submitting a new application, re-entry or access to the appeal tab.

Paragraph Three. The person who has an application and/or appeal in the NOVEL for admission to the PID is allowed to withdraw.

Clause 42. In order to speed up the closing of the NOVEL, the requests pending completion in the appeal tab on the date of the JUDICIAL APPROVAL of this AGREEMENT will only be processed by the administrative expert once. If the opinion of the administrative expert is for the reprocessing of the application by FUNDAÇÃO RENOVA, such reprocessing can only occur once. At the end of the single reprocessing by FUNDAÇÃO RENOVA, there will be no possibility of new access to the appeal tab by the applicant, at which time the application in NOVEL will be definitively closed.

Clause 43. The response to the appeals in the appellate tab must be concluded by the administrative expert within a non-extendable period of one hundred and eighty (180) days, counted from the JUDICIAL APPROVAL of this AGREEMENT.

Clause 44. Representation by a lawyer or public defender is mandatory for processing the request in the NOVEL.

Paragraph one. The attorney's fees will be 10% (ten percent) of the amount of the indemnification and paid by the PROMISEE and/or FUNDAÇÃO RENOVA to the lawyers, without any deduction from the amount to be paid to the applicants.

Paragraph two. The applicant may replace a lawyer at any time during the processing of the application in NOVEL by submitting a new power of attorney in the system, which will not result in a change in the applicant's liability and execution deadlines, provided for in the flow. Whenever there is a replacement of a lawyer, the RENOVA and/or PROMISEE will have three (3) additional days to the deadlines of its responsibility provided for in the flow to assess the regularity of the new power of attorney or statement to the Public Defender's Office.

Paragraph Three. Attorneys' fees will be paid within five (5) days after the claimant receives the indemnification.

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Paragraph four. FUNDAÇÃO RENOVA and/or PROMISEE and/or the SHAREHOLDERS and/or the RELATED PARTIES shall not have any responsibility for the payment of additional attorneys' fees to other attorneys eventually constituted by the applicant, in Brazil or abroad, in addition to the one formally constituted in the NOVEL on the date of signature of the individual agreement

CHAPTER VI

WATER DAMAGE

Clause 45. The PROMISEE will present an offer of settlement to all the plaintiffs of the individual lawsuits filed until 26 October 2021 that deal with indemnification for the alleged moral and material damage caused by the suspension or interruption in the public water supply as a result of the COLLAPSE ("WATER DAMAGE") and other issues addressed in the Incident of Resolution of Repetitive Demands No. 1126962-87.2018.8.13.0000, raised by the PROMISEE to the COURT OF APPEAL OF THE STATE OF MINAS GERAIS.

Sole Paragraph. The PROMISEE will begin the presentation of the offer within one hundred and twenty (120) days, as of the JUDICIAL APPROVAL of this AGREEMENT.

Clause 46. The offer will cover the lawsuits filed by the plaintiffs residing in the following municipalities of the STATE OF MINAS GERAIS at the time of the COLLAPSE, regardless of the forum in which they were filed: Naque, Belo Oriente, Periquito, Alpercata, Governador Valadares, Tumiritinga, Galiléia, Resplendor, Itueta and Aimorés.

Paragraph one. The presentation of the offer is subject to the existence, in the records of the lawsuits, of proof of residence in the municipalities provided for in the *main section* at the time of the COLLAPSE or the presentation of proof of residence dated at the time of the COLLAPSE for the execution of the individual agreement.

Paragraph two. Proof of residence for the period between October 2015 and December 2015 will be accepted.

Clause 47. The offer will be in the fixed amount of BRL 13,018.00 (thirteen thousand and eighteen reais) per plaintiff in a lawsuit for WATER DAMAGE, on which there will be no interest and/or monetary adjustment, aiming at the composition and definitive closure of WATER DAMAGE. The indemnification will be paid by deposit in the beneficiary's account within thirty (30) calendar days, as of the judicial approval of the individual agreement. If the bank details information is not provided or is incorrect, the deposit will be made in court.

Paragraph one. The attorney's fees for loss will be set at BRL 650.90 (six hundred and fifty reais and ninety centavos) and will be paid by the PROMISEE to the lawyer, without deduction of the amount of the indemnification, in the lawyer's account, within 30 (thirty) calendar days, as of the judicial approval of the individual agreement. If the bank details information is not provided or is incorrect, the deposit will be made in court.

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Paragraph two. The PROMISEE and/or the SHAREHOLDERS and/or the RELATED PARTIES shall not have any responsibility for the payment of additional attorneys' fees to other attorneys eventually constituted by the plaintiff, in Brazil or abroad, in addition to the one formally constituted in the records of the lawsuit in which the agreement is entered into by WATER DAMAGE.

Clause 48. An offer will not be presented to plaintiffs who have already signed an agreement and/or received indemnification for WATER DAMAGE and/or granted release to the FUNDAÇÃO RENOVA and/or PROMISEE and/or SHAREHOLDERS and/or RELATED PARTIES.

Clause 49. An offer will not be presented to people who have already had, in other lawsuits, denied recognition as affected by a final judgment on the merits, pursuant to article 487, item I, of Law No. 13,105/2015 (Code of Civil Procedure).

Clause 50. The formalization of the agreement and payment of the respective indemnification is subject to the regular manifestation of will by the party or by the lawyer or public defender with specific powers to compromise and give release, within a period of up to fifteen (15) business days after the submission of the proposal.

Clause 51. The acceptance of the proposal is optional for each plaintiff in the lawsuit and will result in the extinction of the lawsuit with resolution of the merits, pursuant to article 487, item III, paragraph "b", of Law No. 13,105/2015 (Code of Civil Procedure).

Sole Paragraph. The judicial approval of the individual agreements related to WATER DAMAGE will be carried out judicially in the records of the individual action itself.

Clause 52. In case of refusal, the lawsuit will be regularly pursued and the offer will not imply recognition of the request by the PROMISEE, FUNDAÇÃO RENOVA and/or SHAREHOLDERS and/or RELATED PARTIES. In addition, the PARTIES recognize that the value of the offer should also not be interpreted as a marker of any judicial conviction.

Clause 53. The PUBLIC DEFENDER'S OFFICE OF THE STATE OF MINAS GERAIS, the PUBLIC PROSECUTOR'S OFFICE OF THE STATE OF MINAS GERAIS, the FEDERAL PUBLIC PROSECUTOR'S OFFICE and the PROMISEE shall request the COURT OF JUSTICE OF THE STATE OF MINAS GERAIS cooperation for the realization of a conciliation task force for the signing of agreements and extinction of lawsuits.

Clause 54. The PROMISEE, the PUBLIC DEFENDER'S OFFICE OF THE STATE OF MINAS GERAIS, the PUBLIC PROSECUTOR'S OFFICE OF THE STATE OF MINAS GERAIS and the FEDERAL PUBLIC PROSECUTOR'S OFFICE undertake to file a joint petition notifying the terms of this AGREEMENT in the records of the Incident of Resolution of Repetitive Demands No. 1126962-87.2018.8.13.0000.

Clause 55. The individual agreement of WATER DAMAGE shall be formalized by the term of release contained in Appendix 2.7 – Standard Settlement Agreement applicable to Water Damage, and shall grant full, definitive and irrevocable release to the FUNDAÇÃO RENOVA and/or PROMISEE and/or SHAREHOLDERS and/or RELATED PARTIES in relation to WATER DAMAGE, to claim nothing more, financially or as obligations of any nature, in or out of court, in any jurisdiction.

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CHAPTER VII

FAMILY FARMERS AND PROFESSIONAL FISHERMEN

Clause 56. It is provided for the possibility of payment of an individual fixed amount of BRL 95,000.00 (ninety-five thousand reais), in a single instalment, for individual indemnification of family farmers and professional fishermen who meet the eligibility criteria provided for in this CHAPTER, in full, definitive and irrevocable, for individual damages, as a definitive solution, for the full reparation of individual damages resulting from the COLLAPSE.

Clause 57. The payment of indemnification to professional farmers and fishermen will be made through voluntary adherence to the digital platform, which will be implemented and operated by the PROMISEE and/or FUNDAÇÃO RENOVA.

Sole Paragraph. Access to the digital platform by the interested person will occur through the creation of a login and password by the interested person through the use of full name and CPF.

Clause 58. The digital platform will be made available within 150 (one hundred and fifty) days after the JUDICIAL APPROVAL of this AGREEMENT.

Paragraph one. After the availability of the digital platform by the RENOVA and/or PROMISEE, the interested person will have a non-extendable period of sixty (60) days to enter and submit the documentation.

Paragraph two. Interested parties who are still awaiting a response from the FUNDAÇÃO RENOVA and/or PROMISEE in relation to a pending application in the PIM or NOVEL will have a non-extendable period of sixty (60) days to join the digital platform from the availability of the negative response by the FUNDAÇÃO RENOVA and/or PROMISEE.

Clause 59. Family farmers and professional fishermen identified in a list made available by the FEDERAL GOVERNEMENT to the PROMISEE through the TRF-6, who cumulatively meet the following criteria, are eligible for the indemnification provided for in this CHAPTER:

I. Family Farmers.

a. present a National Registry of Family Agriculture (CAF) or a Declaration of Eligibility for the National Program for the Strengthening of Family Agriculture (DAP) with an active situation within one hundred and twenty (120) days after the JUDICIAL APPROVAL of this AGREEMENT.

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b. (1) whose rural property is located up to five kilometres (5 km) away from the centre of the channel of the Gualaxo do Norte River, the Carmo River and the Doce River, in the State of Minas Gerais, including islanders, or (2) who develop, on 30 September 2024, economic activities in rural properties, including islanders, which are located up to five kilometres (5 km) away from the centre of the channel of the Doce River, in the corresponding stretch between Baixo Guandu to the district of Farias in the municipality of Linhares, and from the District of Farias to the mouth of the Doce River, in the State of Espírito Santo, provided that they are also located in the flood area, according to the maps contained in Appendix 18.1 – Flood areas from the states of MINAS GERAIS and ESPÍRITO SANTO to the ANNEX – FLOOD RESPONSE AND ENVIRONMENTAL AND PRODUCTIVE RECOVERY OF THE BANKS OF THE RIO DOCE and Appendix 4.1 – Maps of the delimited areas of the STATE OF MINAS GERAIS of ANNEX 4 – INCOME TRANSFER PROGRAM (PTR).

c. By 31 December 2021, they have requested registration on the official channels of the FUNDAÇÃO RENOVA.

II. Professional Fishermen.

a. present a General Registry of Fishing Activity (RGP) with an active status on 30 September 2024, under the terms of Law No. 11,959, of 29 June 2009.

b. Are residents of the following municipalities: Aimorés, Alpercata, Aracruz, Baixo Guandu, Barra Longa, Belo Oriente, Bom Jesus do Galho, Bugre, Caratinga, Colatina, Conceição da Barra, Conselheiro Pena, Coronel Fabriciano, Córrego Novo, Dionísio, Fernandes Tourinho, Fundão, Galiléia, Governador Valadares, Iapu, Ipaba, Ipatinga, Itueta, Linhares, Mariana, Marilândia, Marliéria, Naque, Ouro Preto, Periquito, Pingo D ‘Água, Ponte Nova, Raul Soares, Resplendor, Rio Casca, Rio Doce, Santa Cruz do Escalvado, Santana do Paraíso, São Domingos do Prata, São José do Goiabal, São Mateus, São Pedro dos Ferros, Sem Peixe, Serra, Sobrália, Sooretama, Timóteo and Tumiritinga.

c. By 30 December 2021, they have requested registration on the official channels of the FUNDAÇÃO RENOVA.

Sole Paragraph. In addition to the documentation mentioned in *the main section*, the applicant must present proof of residence, according to the list provided for in Clause 73, as well as an official identity document and CPF.

Clause 60. Are not eligible for the indemnification provided for in this CHAPTER:

I. Minors under sixteen (16) years of age completed on the date of the COLLAPSE.

II. Who have signed a term of release in favour of the FUNDAÇÃO RENOVA and/or PROMISEE and/or SHAREHOLDERS and/or RELATED PARTIES to indemnification of damages resulting from the COLLAPSE, except if exclusively in relation to WATER DAMAGE.

III. Who have filed a lawsuit claiming compensation for damages resulting from the COLLAPSE terminated by a final judgment on the merits.

IV. Who have an application submitted to the FUNDAÇÃO RENOVA in the PIM, AFE or NOVEL found to be document fraud, under the terms of Clause 13.

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Clause 61. The indemnification to family farmers and professional fishermen is not cumulative with the payment in the PIM, PAFE, NOVEL or PID, so that the same person cannot receive concomitantly in more than one program.

Clause 62. Representation by a lawyer or public defender is mandatory for the processing of the indemnification request provided for in this CHAPTER, which must be constituted by the interested party to enter the digital platform through the use of the standard power of attorney contained in Appendix 2.1 – Standard Power of Attorney – Individual Indemnification or statement to the Public Defender's Office.

Paragraph one. The attorney's fees will be set at five percent (5%) of the amount of the indemnification and paid by the PROMISEE to the lawyers, without any deduction from the amount to be paid to the claimants.

Paragraph two. The applicant may replace a lawyer at any time during the processing of the application by submitting a new power of attorney in the system, which will not result in a change in the applicant's liability and execution deadlines. Whenever there is a replacement of lawyer, the PROMISEE will have three (3) additional days to the deadlines for evaluating the regularity of the new power of attorney.

Paragraph Three. Attorneys' fees will be paid within five (5) days after the claimant receives the indemnification.

Paragraph four. The PROMISEE and/or the SHAREHOLDERS and/or the RELATED PARTIES shall not have any responsibility for the payment of additional attorneys' fees to other attorneys eventually constituted by the claimant, in Brazil or abroad, in addition to the one formally constituted for the receipt of the indemnification provided for in this CHAPTER.

Clause 63. The UNDERTAKING will make the payment to the applicant within ten (10) days, counting from the judicial approval of the individual agreement.

Sole Paragraph. Monetary adjustment and default interest will not be levied on the amount of the indemnification until the payment deadline, when there is no default by the RENOVA and/or PROMISEE.

Clause 64. The payment of the amounts will be made directly to the respective beneficiaries, in bank accounts held by them, whose data must be directly presented to the PROMISEE on the digital platform.

Clause 65. The payment of indemnification will be formalized through the standard settlement term contained in Appendix 2.8 – Standard Settlement Term applicable to the Family Farmers and Professional Fishermen Agreement. The indemnified person will grant a full, definitive and irrevocable release in favour of the FUNDAÇÃO RENOVA, the PROMISEE, the SHAREHOLDERS and the RELATED PARTIES for the damage resulting from the COLLAPSE, and no additional payment or complementation of amounts will be due, including as AFE, preventing entry into the PIM-AFE System and the PID.

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CHAPTER VIII

DEFINITIVE INDEMNIFICATION PROGRAM (PID)

Section I – General Provisions

Clause 66. The DEFINITIVE INDEMNIFICATION PROGRAM (PID) is hereby created, of voluntary adhesion, with the objective of making a single payment of individual indemnification to the eligible public, as a definitive solution, for the full reparation of individual damages resulting from the COLLAPSE.

Clause 67. Access to the PID is voluntary and optional and will occur upon adhesion of the interested person to the digital platform implemented and operated by the PROMISEE, who may use the support of a contracted entity.

Clause 68. The PID will begin within 150 (one hundred and fifty) days from the JUDICIAL APPROVAL of this AGREEMENT and will follow the processing flow provided for in Appendix 2.9 – Processing Flow of the Definitive Indemnification Program – PID.

Paragraph one. The interested person will have a non-extendable period of 90 (ninety) days to join the PID, from the availability of the digital platform.

Paragraph two. Interested persons who are still awaiting a response from the RENOVA and/or PROMISEE in relation to a pending request in the PIM or NOVEL will have a non-extendable period of 90 (ninety) days to join the PID from the availability of the negative response by the RENOVA and/or PROMISEE.

Section II – Eligibility Criteria

Clause 69. The PID will be made available to the individuals and legal entities indicated in Clause 1, second paragraph, resident and/or domiciled in the following territories of the STATES OF MINAS GERAIS and ESPÍRITO SANTO:

State	Municipality	Area
Minas Gerais	Aimorés	Total
	Alpercata	Total
	Barra Longa	Total
	Belo Oriente	Total
	Bom Jesus do Galho	Total
	Bugre	Total
	Caratinga	Total
	Conselheiro Pena	Total
	Coronel Fabriciano	Total

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State	Municipality	Area
	Córrego Novo	Total
	Dionísio	Total
	Fernandes Tourinho	Total
	Galiléia	Total
	Governador Valadares	Total
	Iapu	Total
	Ipaba	Total
	Ipatinga	Total
	Itueta	Total
	Mariana	Total
	Marliéria	Total
	Naque	Total
	Ouro Preto	Only district of Antônio Pereira
	Periquito	Total
	Pingo D'Água	Total
	Ponte Nova	Only district of Chopotó
	Raul Soares	Total
	Resplendor	Total
	Rio Casca	Total
	Rio Doce	Total
	Santa Cruz do Escalvado	Total
	Santana do Paraíso	Total
	São Domingos do Prata	Total
	São José do Goiabal	Total
	São Pedro dos Ferros	Total
	Sem-Peixe	Total
	Sobrália	Total

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State	Municipality	Area
	Timóteo	Total
	Tumiritinga	Total
Espírito Santo	Aracruz	Total
	Anchieta	Total
	Baixo Guandu	Total
	Conceição da Barra	Total
	Colatina	Total
	Fundão	Total
	Linhares	Total
	Marilândia	Total
	São Mateus	Total
	Serra	Total
	Sooretama	Total

Sole Paragraph. The PARTIES recognize that the inclusion of the districts of Antônio Pereira (Ouro Preto) and Chopotó (Ponte Nova) and the municipality of Coronel Fabriciano, in the STATE OF MINAS GERAIS, as well as the entirety of the territory of the municipalities indicated in CIF's Resolution No. (Aracruz, Conceição da Barra, Fundão, São Mateus and Serra) and the municipalities of Anchieta and Sooretama, in the STATE OF ESPÍRITO SANTO, is mere liberality for the execution of this AGREEMENT, and does not mean and cannot be interpreted as recognition of these areas as affected by the COLLAPSE, especially, but not limited to, for purposes of creating, novating and/or complementing obligations and/or implementing socioeconomic and/or socio-environmental reparatory and/or compensatory measures and/or payment of indemnifications that exceed the obligations assumed in the PID.

Clause 70. Are eligible for the PID:

I. By 29 September 29 2023, they have entered the NOVEL, respecting the hypotheses that considered the date of 30 April 30 2020 provided for in the decision of ID n. 797255560 in the records of case n. 1000415-46.2020.4.01.3800 of the 4th Federal Civil and Agrarian Court of the Judicial Subsection of Belo Horizonte, and have had their request finalized without entering into an agreement or denied.

II. By 31 December 2021, have requested REGISTRATION in the official channels of the FUNDAÇÃO RENOVA and have not entered into an agreement in PIM or NOVEL.

III. By 26 October 2021, they have filed a lawsuit, in Brazil or abroad, against the FUNDAÇÃO RENOVA and/or the PROMISEE and/or the SHAREHOLDERS and/or the RELATED PARTIES, claiming compensation for damages resulting from the COLLAPSE, except for those that deal exclusively with the WATER DAMAGE.

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Paragraph one. Persons who have signed a term of release in favour of FUNDAÇÃO RENOVA and/or the PROMISEE and/or the SHAREHOLDERS and/or the RELATED PARTIES exclusively in relation to WATER DAMAGE and who comply with the requirements set forth in Clauses 69 and 70 in relation to other damage resulting from the COLLAPSE are eligible for the PID.

Second paragraph. Persons who meet the requirements of the *main section* and who have received a negative in the PIM, PAFE and NOVEL are eligible for the PID.

Clause 71. Are not eligible for the PID:

I. Minors under sixteen (16) years of age completed on the date of the COLLAPSE.

II. Who signed a term of release in favour of the FUNDAÇÃO RENOVA and/or PROMISEE and/or SHAREHOLDERS and/or RELATED PARTIES.

III. Who have filed a lawsuit claiming compensation for damages resulting from the COLLPASE terminated by a final judgment on the merits.

IV. Who have an application submitted to the FUNDAÇÃO RENOVA in the PIM, PAFE or NOVEL found to be document fraud, under the terms of Clause 13.

Sole Paragraph. Registration requests made until 31 December 2021 and that do not contain full name and CPF/CNPJ are not eligible for the PID due to the impossibility of treatment.

Section III – Amount of Indemnification

Clause 72. The PID will offer payment of the fixed amount of BRL 35,000.00 (thirty-five thousand reais) to compensate for moral and material damages resulting from the COLLAPSE.

Paragraph one. Monetary adjustment and default interest will not be levied on the amount of the indemnification until the payment deadline, when there is no default by the RENOVA and/or PROMISEE.

Paragraph two. The PROMISEE will make the payment to the applicant within ten (10) days, as of the judicial approval of the individual agreement, under the terms of Clause 10.

Clause 73. The following documents will be required by the PROMISEE to receive the indemnification in the PID:

I. Natural Persons.

a) Official document capable of proving identity, with indication of the CPF.

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b. Proof of residence in the territories indicated in Clause 69, on any date of issue, which may consist of:

1. Water, gas, electricity, pay TV/residential internet or telephone bills (landline or mobile).

2. Annual Income Tax Return.

3. Statement or communication from the National Institute of Social Security (INSS), the Federal Revenue of Brazil (RFB) or social programs of the Federal Government, including CadÚnico.

4. Statement of the Guarantee Fund for Length of Service (FGTS).

5. Guide or booklet of the Urban Property Tax (IPTU) or the Tax on the Property of Motor Vehicles (IPVA).

6. ITR Certificate or Declaration, ISSQN.

7. Certificate or declaration of the IR.

8. Declaration of Eligibility for PRONAF – DAP.

9. Declaration of Registration with IMA, IDAF, IEF and IGAM.

10. Notice from credit protection agencies (SPC and SERASA).

11. Birth/Marriage/Death Certificate or marriage license (BANNS), provided that the address of residence in the period of coverage is listed.

12. Police report containing the address of residence in the period of coverage (Military Police or Civil Police).

13. Summons and court summons containing the address of residence in the period covered.

14. Bank account opening agreement.

15. Rental contract, as long as it is made through a real estate agency.

16. Unemployment insurance guide; closed season insurance; Term of termination of employment contract.

17. Employment/internship contract.

18. Public deed in the name of the affected party.

19. Certificate of ownership/vehicle licensing registration (CRV)/DETRAN communications.

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20. Traffic violation report (DETRAN or PUBLIC AGENCIES).

21. Certificate of real estate encumbrance.

22. Document issued by CRAS that contains the applicant's address and proves participation in a social assistance program.

23. Certificate of Registration of Rural Property (CCIR), issued by the National Institute of Colonization and Agrarian Reform (INCRA).

24. Annual Rural Land Tax Return.

c. Term of Service or Statement to the Public Defender's Office or Power of Attorney granting powers to a lawyer, with specific powers to compromise, negotiate and release damage resulting from the COLLAPSE.

II. Legal Entities

a. Individual Microentrepreneur (MEI).

1. CNPJ card or Certificate of Condition of Individual Microentrepreneur (CCMEI).

2. Simplified Annual Statement for the MEI (DASN-SIMEI).

b. Micro or Small Business:

1. CNPJ card or Certificate from the Board of Trade or the Civil Registry Office of Legal Entities, updated, in which the business type is expressly stated.

2. Declaration of classification filed with the Board of Trade or at the Civil Registry Office of Legal Entities.

3. Declaration of Socioeconomic and Tax Information (DFIS), if opting for Simples, or Tax Accounting Bookkeeping (ECF), if not opting for Simples.

c. Power of attorney granting powers to a lawyer, with specific powers to compromise, negotiate and release damage arising from the COLLAPSE.

Clause 74. Representation by a lawyer or public defender is mandatory for processing the indemnification request in the PID, which must be constituted by the interested party to enter the digital platform through the use of the standard power of attorney contained in Appendix 2.1 – Standard Power of Attorney - Individual Indemnification or statement from the Public Defender's Office.

Paragraph one. The attorney's fees will be set at five percent (5%) of the amount of the indemnification and paid by the PROMISEE to the lawyers, without any deduction from the amount to be paid to the claimants.

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Paragraph two. The applicant may replace a lawyer at any time during the processing of the application in the PID by submitting a new power of attorney in the system, which will not result in a change in the applicant's liability and execution deadlines provided for in the flow. Whenever there is a replacement of a lawyer, the PROMISEE will have three (3) additional days to the deadlines of her responsibility provided for in the flow to assess the regularity of the new power of attorney or statement to the Public Defender's Office.

Paragraph Three. Attorneys' fees will be paid within five (5) days after the claimant receives the indemnification.

Paragraph four. The PROMISEE and/or the SHAREHOLDERS and/or the RELATED PARTIES shall not have any responsibility for the payment of additional attorneys' fees to other attorneys eventually constituted by the plaintiff, in Brazil or abroad, in addition to the one formally constituted in the PID on the date of signature of the individual agreement.

Section IV – Release

Clause 75. The payment of INDEMNIFICATION will be formalized through the standard settlement term contained in Appendix 2.10 – Standard Settlement Term applicable to the Definitive Indemnification Program (PID). The indemnified person will grant full, definitive and irrevocable release in favour of the FUNDAÇÃO RENOVA and/or PROMISEE and/or SHAREHOLDERS and/or RELATED PARTIES for damage resulting from the COLLAPSE.

Clause 76. In order to ensure safe information to the eligible public and to support the free and informed decision, at the time of adhesion to the PID, the PROMISEE will communicate, in clear and objective language, the fact that the option for the PID will result in the release of individual moral and material damages resulting from the COLLAPSE.

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LIST APPENDIXES

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Appendix 2.1 – Standard Power of Attorney – Individual indemnification

Appendix 2.2 – List of PIM-AFE documents

Appendix 2.3 – PIM-AFE System Processing Flow

Appendix 2.4 – Standard Term of Transaction applicable to the PIM-AFE system

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Appendix 2.6 – Standard Term of Transaction applicable to NOVEL

Appendix 2.7 – Standard Term of Transaction applicable to Water Damage

Appendix 2.8 – Standard Term of Transaction applicable to the Family Farmers and Professional Fishers Agreement

Appendix 2.9 – Processing Flow of the Definitive Indemnification Program – PID

Appendix 2.10 – Standard Settlement Term applicable to the Definitive Indemnification Program – PID

[Appendices have been intentionally omitted.]

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ANNEX 3 – INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES AND TRADITIONAL PEOPLE

CHAPTER I

OBJECT AND PURPOSE

Clause 1. This ANNEX deals with the reparation of measures related to any collective damages caused by the COLLAPSE and the subsistence and financial aid due exclusively to families belonging to Indigenous people, Quilombola Communities and traditional people, indicated in this ANNEX.

Clause 2. Reparation and compensation for any diffuse damages to Indigenous people, Quilombola Communities and traditional people are subject to the measures provided for in the GENERAL CONDITIONS and in the other ANNEXES of this AGREEMENT.

Clause 3. Indemnification measures of a common individual and individual nature are not the purpose of this ANNEX.

Clause 4. The execution of the measures and payments provided for in this ANNEX will consider the specificities and singularities of Indigenous people, Quilombola Communities and traditional people, favouring instruments of interethnic and intercultural dialogue.

Sole Paragraph. Indigenous people, Quilombola Communities and traditional people provided for in this ANNEX are guaranteed the right to consultation, under the responsibility of the PUBLIC AUTHORITIES.

Clause 5. Indigenous people, Quilombola Communities and traditional people listed in the paragraphs below are considered to be covered by this ANNEX.

First Paragraph. The following are recognized by the TTAC as affected by the COLLAPSE:

I. Indigenous people.

a. The Tupiniquim and Guarani Indigenous people (territory of the Tupiniquim TIs, Caieiras Velhas II and Comboios Indigenous Lands), in the STATE OF ESPÍRITO SANTO.

b. The Krenak Indigenous people (territory of the Krenak TIs and Krenak dos Sete Salões Indigenous Lands, in the process of boundary), in the STATE OF MINAS GERAIS.

Second Paragraph. The following are recognized by the CIF and/or by judicial decision as affected by the COLLAPSE:

I. Puri Indigenous people of Aimorés and Resplendor, in the STATE OF MINAS GERAIS.

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II. Quilombo Communities.

a. Communities of Vila Santa Efigênia, Engenho Queimadas, Embaúbas and Castro, located in the municipality of Mariana/MG.

b. Community of Sapê do Norte, including the communities of: Palmitinho II; Angelim; Angelim Disa; Angelim II; Angelim III; Córrego do Macuco; Linharinho (composed of the villages of Dona Domingas, Dona Maria, Dona Anália, Dona Oscarina, Morro, Maria do Estado and Mateus de Ernesto); Roda D'Agua; Coxi; Córrego do Sertão; Santana; Córrego de Santa Izabel; Dona Guilherminda; Porto Grande; Córrego do Alexandre; Morro da Onça São Jorge (composed of the villages: Morro das Araras, Vala Grande, São Jorge, Córrego do Sapato I, Córrego do Sapato); São Domingos; Serraria e São Cristóvão; Nova Vista; Dilô Barbosa; Cacimba; Chiado; Córrego Seco; Mata Sede; Beira- Rio Arural; Santaninha; São Domingos de Itauninhas; Divino Espírito Santo, located in the municipalities of São Matheus/ES and Conceição da Barra/ES.

c. Community of Degredo, located in the municipality of Linhares/ES.

d. Community of Povoação, in the municipality of Linhares/ES.

III. Traditional people and communities:

a. Traditional gold collectors of Doce River, Santa Cruz do Escalvado and Chopotó, district of Ponte Nova, in the STATE OF MINAS GERAIS.

b. Traditional Miners of Mariana, Acaiaca and Barra Longa in the STATE OF MINAS GERAIS.

Clause 6. The inclusion of indigenous people, Quilombo Communities and traditional people indicated in the second paragraph of Clause 5 as covered in this ANNEX, as well as their reference in this AGREEMENT, does not imply recognition by FUNDAÇÃO RENOVA, PROMISEE, SHAREHOLDERS and RELATED PARTIES (definition in clause 94, first paragraph of the GENERAL CONDITIONS of this AGREEMENT) of the existence of damage and/or causal link with the COLLAPSE of any losses, including, but not limited to, for the purposes of individual indemnification.

Clause 7. The total amount of the OBLIGATION TO PAY to be allocated by the PROMISEE and/or FUNDAÇÃO RENOVA for the actions provided for in this ANNEX is BRL 7,802,000,000.00 (seven billion eight hundred two million reais).

First Paragraph. To the amount established in *the heading*, BRL 198,000,000.00 (one hundred ninety-eight million reais) is added to the cost of independent technical assistance/advisory ("ATIs") to serve Indigenous people, Quilombola Communities and traditional people covered by this ANNEX, according to the provisions of ANNEX 6 – SOCIAL PARTICIPATION, totalling BRL 8,000,000,000.00 (eight billion reais) for this group.

Second Paragraph. Out of the total amount established in the *heading*, the following will be allocated:

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I. BRL 6,977,861,910.00 (six billion nine hundred seventy-seven million eight hundred sixty-one thousand, nine hundred ten reais) for the purpose of full, final and definitive reparation for any collective damages, including, but not limited to, the collective moral damage suffered by indigenous people, Quilombola Communities and traditional people covered by this ANNEX and for the PAYMENT of the benefits indicated in this ANNEX, including the emergency subsistence aid ("ASE"), the emergency financial aid ("AFE"), the monthly supplementary allowance for the periods defined in this ANNEX, as well as the family support allowance for the period after consultation if the communities opt for shared self-management with the GOVERNMENT.

II. BRL 804,138,090.00 (eight hundred four million one hundred thirty-eight thousand ninety reais) to strengthen institutional actions in the territories of MINAS GERAIS and ESPÍRITO SANTO, to be defined by the FEDERAL GOVERNMENT, to enable studies and diagnoses, including, but not limited to, the Krenak and Puri Indigenous people, and consultation, as provided for in Clause 9, as well as the monitoring of the measures related to this ANNEX.

III. BRL 20,000,000.00 (twenty million reais) for the cost of studies and diagnoses for the Quilombola Communities of Vila Santa Efigênia, Sapê do Norte and Povoação.

Third Paragraph. The amounts defined in this ANNEX will be divided among Indigenous people, Quilombola Communities and eligible traditional people, in accordance with Appendix 3.1 – Financial Division by Indigenous People, Quilombola Communities and/or Traditional People, respecting the provisions of the *heading*.

Section I – AFE and/or ASE

Clause 8. The PROMISEE and/or FUNDAÇÃO RENOVA will make the retroactive PAYMENT of AFE or ASE, corresponding to the period between the date of the COLLAPSE and the date of JUDICIAL RATIFICATION of this AGREEMENT, to the families (holders and any dependents) that are members of Indigenous people, Quilombola Communities and traditional people listed in the second paragraph of Clause 5, admitting only one holder per family.

First Paragraph. People will not be eligible as holders of the PAYMENT of AFE or ASE provided for in *the heading*:

I. Members of the community of Degredo, located in the municipality of Linhares, in the STATE OF ESPÍRITO SANTO.

II. Minors under 16 (sixteen) years of age completed on the date of the COLLAPSE.

III. Who signed terms of release in the Novel in favour of the FUNDAÇÃO RENOVA and/or the PROMISEE and/or the SHAREHOLDERS and/or the RELATED PARTIES. Whose lawsuits claiming compensation for damage resulting from the COLLAPSE have been closed by a final judgment on the merits, either upholding or dismissed.

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Second Paragraph. Only individuals included in the lists provided for in Appendix 3.2 – List of Indigenous People, Quilombola Communities and Traditional People Covered will be eligible for the PAYMENT of AFE or ASE provided for in the heading, except for individuals who are in the hypotheses provided for in the first paragraph and considering the family unit for PAYMENT purposes.

Third Paragraph. The PAYMENT of AFE or ASE referred to in the *heading* will be made considering the monthly value of a minimum wage in force in each specific period, plus 20% (twenty percent) per dependent, as defined in article 16 of Law No. 8,213, of July, 24 1991, including monetary adjustment by the Extended National Consumer Price Index (IPCA) until the date of recognition of the community by the CIF.

Fourth Paragraph. From the date of recognition of the community by the CIF, as defined in Appendix 3.2 – List of Indigenous People, Quilombola Communities and Traditional People Covered, the amount provided for in the third paragraph will be subject to the SELIC rate until the date of PAYMENT.

Fifth Paragraph. The PAYMENT of the AFE or ASE provided for in the *heading* will follow the model of transfer by family unit, as carried out by the FUNDAÇÃO RENOVA at the time of the JUDICIAL RATIFICATION of this AGREEMENT.

Sixth Paragraph. The PAYMENT of AFE or ASE referred to in the *heading* will be made in 3 (three) equal instalments, within the period of 18 (eighteen) months from the JUDICIAL RATIFICATION of this AGREEMENT, as defined as follows:

I. The first instalment within 30 (thirty) days from the JUDICIAL RATIFICATION of this AGREEMENT.

II. The second instalment in 9 (nine) months from the JUDICIAL RATIFICATION of this AGREEMENT.

III. The third instalment in 18 (eighteen) months counted from the judicial RATIFICATION of this AGREEMENT.

Seventh Paragraph. Each family (holder and any dependents) beneficiary of the AFE or ASE referred to in the *heading* must grant full, definitive and irrevocable release to the FUNDAÇÃO RENOVA, PROMISEE, the SHAREHOLDERS and the RELATED PARTIES as to the AFE or ASE corresponding to the period between the COLLAPSE and the date of JUDICIAL RATIFICATION of this AGREEMENT, according to the Term of Release applicable to receive Emergency Financial Aid (AFE) or Emergency Subsistence Aid (ASE) Appendix 3.4.

Eighth Paragraph. The signature of the Term of Release applicable to receive retroactive Emergency Financial Aid (AFE) or Emergency Subsistence Aid (ASE), contained in Appendix 3.4, by the holder of each beneficiary family, in his or her own name and as representative of the dependents, and by the adult dependent, is a condition for the PAYMENT of the AFE or ASE provided for in this Clause.

Ninth Paragraph. With the presentation of the retroactive AFE or ASE Term of Release by the FUNDAÇÃO RENOVA and/or PROMISEE, the beneficiaries will provide the identification data, contact details and bank details to the FUNDAÇÃO RENOVA and/or PROMISEE for the purposes of the respective PAYMENT.

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Tenth Paragraph. In cases where the beneficiaries inform do not have a bank account, the PROMISEE and/or the FUNDAÇÃO RENOVA should make the PAYMENT provided for in the *heading* by bank order linked to the CPF.

Eleventh Paragraph. Failure to provide identification data or incorrect provision shall not be construed as failure to comply with the deadline set forth in paragraph six.

Clause 9. The FEDERAL GOVERNMENT shall carry out the consultation process with the people and communities covered by this ANNEX, to be paid for by the amount provided for in item II of the second paragraph of Clause 7.

First Paragraph. The consultation referred to in the *heading* will be carried out by the FEDERAL GOVERNMENT within a non-extendable period up to 18 (eighteen) months from the JUDICIAL RATIFICATION of this AGREEMENT.

Second Paragraph. In the absence of consultation protocols, the indigenous people, Quilombola Communities and traditional people covered by this ANNEX should submit to the PUBLIC AUTHORITIES, as an initial step in the process, respecting the deadline of the previous paragraph for the conclusion of the consultation, a consultation plan to be carried out, or, if necessary, the GOVERNMENT will assist the indigenous people, Quilombola Communities and traditional people in the construction of a consultation plan.

Third Paragraph. During the consultation process, information will be made available to indigenous people, Quilombola Communities and traditional people covered by this ANNEX to decide whether to accept the amounts indicated in Clause 7 and according to the division of Appendix 3.1 – Financial Division by Indigenous People, Quilombola Communities and/or Eligible Traditional People, for the purpose of full and definitive reparation of any collective damages from the COLLAPSE and financial assistance or under the model of self- management with collaborative governance of the GOVERNMENT.

Fourth Paragraph. The term “governance” contained in the previous paragraph and used in this ANNEX is not to be confused with the definition of GOVERNANCE provided for in the GENERAL CONDITIONS of this AGREEMENT.

Fifth Paragraph. The FEDERAL GOVERNMENT shall notify the PROMISEE and/or FUNDAÇÃO RENOVA of the result of the consultation referred to in Clause 9 of this ANNEX within 30 (thirty) calendar days from its closure, upon presentation of information on the consultation process.

Sixth Paragraph. During the consultation provided for in the *heading*, the PROMISEE and/or the FUNDAÇÃO RENOVA will make the monthly PAYMENT of AFE or ASE to the families (holder and any dependents), respecting the deadline of March 2026, according to Appendix 3.2 – List of Indigenous People, Quilombola Communities and Traditional People Covered, to be deducted from the amount indicated in item I of the second paragraph of Clause 7 of this ANNEX.

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Seventh Paragraph. For Indigenous people, Quilombola Communities, and traditional people provided for in Appendix 3.2 – List of Indigenous People, Quilombola Communities and Traditional People Covered, the payment of AFE or ASE will only be made after the closing of the lists, in accordance with said Appendix.

Eighth Paragraph. The first payment referred to in the seventh paragraph of this clause will consider the amount due between the JUDICIAL RATIFICATION of the AGREEMENT and the date of said payment.

Ninth Paragraph. The PAYMENT provided for in the sixth paragraph to Indigenous people, Quilombola Communities and traditional people and communities benefiting from AFE or ASE on the date of the RATIFICATION of this AGREEMENT will observe the parameters applied by the FUNDAÇÃO RENOVA to the respective community, which were defined considering the particularities of each community.

Tenth Paragraph. The PAYMENT provided for in the sixth paragraph of Clause 9 to indigenous people, Quilombola Communities and traditional people who are not listed as beneficiaries of AFE or ASE on the date of the RATIFICATION of this AGREEMENT, will be in the monthly amount of 1 (one) minimum wage per family, plus 20% (twenty percent) per dependent, as defined in article 16 of Law No. 8,213/1991, and a food staples, according to the value set forth by DIEESE, and will observe the family unit and the provision of the first paragraph of Clause 8, except in relation to item I.

Eleventh Paragraph. If the consultation exceeds the period of March 2026, the families (holder and any dependents) of the communities will receive a complementary monthly amount corresponding to the period between April 2026 and the conclusion of the consultation, the amount of which will be deducted from that indicated in item I of the second paragraph of Clause 7 of this ANNEX.

Twelfth Paragraph. The complementary monthly amount referred to in the eleventh paragraph of Clause 9 shall be paid by the PROMISEE and/or FUNDAÇÃO RENOVA observing the same parameters and values indicated in the sixth, seventh and eighth paragraphs.

Thirteenth Paragraph. The PAYMENT of AFE or ASE provided for in paragraph six of Clause 9 and of the complementary monthly amount of paragraph eleventh of Clause 9 shall be made on behalf of the beneficiaries of AFE or ASE, according to the consolidated lists in Appendix 3.2 – List of Indigenous People, Quilombola Communities and Traditional People Covered.

Clause 10. In any case provided for in this ANNEX, regarding the PAYMENT of ASE or AFE, the terms of Clause 140, *heading* and sole paragraph of the TTAC, signed on 2 March 2016, transcribed below, remain valid:

> *"CLAUSE 140: The payment shall be made until the conditions for the exercise of the original economic activities are reestablished or, in the event of unfeasibility, until the conditions for a new productive activity are established to replace the previous one, under the terms of the PROGRAM, limited to a maximum period of 5 (five) years, as of the signature of this Agreement.*

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SOLE PARAGRAPH: The maximum term provided for in the heading should be extended for an additional period of one year, if this need is justified with 3 (three) months before the end of the original term, and so on until the ninth year from the date of signature of this Agreement, in such a way that the payment referred to in the heading does not exceed the term of 10 (ten) years."

Section II – Consultation Process

Clause 11. Indigenous people, Quilombola Communities and traditional people will only be able to access the amounts referring to the structuring actions/measures and the family support budget provided for in this ANNEX, and as defined in Appendix 3.1 – Financial Division by Indigenous People, Quilombola Communities and Eligible Traditional People, upon definition, after the consultation, that the performance of the actions will be carried out through self- management with collaborative governance of the GOVERNMENT, according to the third paragraph of Clause 9.

Sole Paragraph. The payment referred to in the *heading* shall be made by the PROMISEE and/or FUNDAÇÃO RENOVA as defined by the Indigenous people, Quilombola Communities and traditional people covered by this ANNEX during the consultation process provided for in Clause 9 of this ANNEX and in compliance with ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY.

Clause 12. By accepting the payment of the amount indicated in this ANNEX, according to the division provided for in Appendix 3.1 – Financial Division by Indigenous People, Quilombola Communities and Eligible Traditional People, the respective indigenous people, Quilombola community and/or traditional people grants full, definitive and irrevocable release to the PROMISEE, THE FUNDAÇÃO RENOVA, the SHAREHOLDERS and the RELATED PARTIES regarding subsistence or financial assistance of any nature eventually due, any collective, direct and indirect damages related to the COLLAPSE, except for future, supervening or unknown damages until the date of signature of this AGREEMENT.

First Paragraph. The release in relation to subsistence or financial aid of any nature does not apply to the Krenak People, governed in this point by their own agreement, mentioned in Clause 16.

Second Paragraph. Once the respective Indigenous people, Quilombola community and traditional people have granted the release, the PUBLIC AUTHORITIES undertakes not to claim any other amounts related to collective damages as a result of the COLLAPSE, and financial or subsistence aid of any nature.

Third Paragraph. The release referred to in the *heading* will end any and all lawsuits in any court or jurisdiction, national or foreign, that deal with the collective damages herein indemnified and with subsistence or financial aid of any nature, in which the indigenous people, Quilombola communities and traditional people covered by this ANNEX appear as a party or third party interested in any capacity, pursuant to Chapter VIII – Release of the GENERAL CONDITIONS of this AGREEMENT.

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Clause 13. If the indigenous people, Quilombola communities and traditional people covered by this ANNEX accept the amount determined in Clause 7 and according to the division provided for in Appendix 3.1 – Financial Division by Indigenous People, Quilombola Communities and Eligible Traditional People, the PROMISEE, FUNDAÇÃO RENOVA, SHAREHOLDERS and RELATED PARTIES are exempt from collective reparation and compensation measures not made yet, except for those provided for in ANNEX 19 – Transition and Termination of Programs, Measures, Responsibilities and Obligations Arising from the Collapse and its Developments.

Clause 14. The process of informing Indigenous people, Quilombola Communities and traditional people benefiting from this ANNEX will consider the existing and to be completed studies, considered as follows:

I. Carried out: studies and diagnoses related to the communities of Degredo and ECI Tupiniquim and Guarani de Aracruz.

II. In survey/elaboration: studies and diagnoses regarding Gold Collectors and Traditional Miners;

III. Non-initiated: studies and diagnosis regarding the communities of Santa Efigênia, Sapê do Norte and Povoação, and the Krenak People and Puri People.

First Paragraph. For the people and communities indicated in item III of the *heading*, a simplified study will be carried out, consisting of a survey of possible impacts and damages, and respective actions to restructure the ways and quality of life, to support the consultation process, according to the Simplified Reference Instrument to be prepared by the FEDERAL GOVERNMENT.

Second Paragraph. The Indigenous people, Quilombola Communities and traditional people covered by this ANNEX will have access to the studies and diagnoses indicated in *the heading* during the consultation procedure, as well as to any and all existing documents for their full information.

Third Paragraph. In any event, Indigenous people, Quilombola Communities and/or traditional people covered by this ANNEX will be informed, from the beginning of the consultation procedures, that the right of action and access to justice by the parties are ensured.

Fourth Paragraph. The contracting and/or maintenance of independent technical advisories/assistance (ATIs) for Indigenous people, Quilombola Communities and traditional people benefiting from this ANNEX is ensured, under the terms of ANNEX 6 – SOCIAL PARTICIPATION

Clause 15. At the end of the consultation process, if there is no acceptance by any of the indigenous people, Quilombola Communities and/or traditional people of the values indicated in Clause 7, through self-management with collaborative governance by the GOVERNMENT, the amount corresponding to that people or community will not be paid by the PROMISEE and/or FUNDAÇÃO RENOVA, which will maintain all the OBLIGATIONS TO PERFORM in force until the date of signature of this AGREEMENT, as far as each of the indigenous people, Quilombola Communities and/or traditional people covered in this ANNEX is concerned.

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Sole Paragraph. From the refusal by the respective Indigenous people, Quilombola community or traditional people to receive the amounts provided for in Clause 7 under the self-management with collaborative governance of the GOVERNMENT, the amounts that would be allocated to them will be disregarded and will not give rise to the respective payments provided for in ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY.

Section III – Specificities Relating to the Krenak People

Clause 16. The PARTIES recognize the agreement of 16 November 2015 entered into between the Krenak People and Vale S.A. ("KRENAK AGREEMENT") deals with emergency measures linked to the COLLAPSE.

Clause 17. The Krenak People will be assured of the preparation of a simplified study of any damages and impacts of the COLLAPSE, under the terms of the first paragraph of Clause 14, and the holding of a consultation, under the terms of Clause 9, to decide whether to choose to receive the funds provided for in Clause 7, aimed at the full and definitive reparation of any collective damages linked to the COLLAPSE, through self-management with collaborative governance with the GOVERNMENT.

First Paragraph. The consultation and survey provided for in the *heading* will be funded with the funds provided for in Clause 7 and according to the financial division of Appendix 3.1 – Financial Division by Indigenous People, Quilombola Communities and Eligible Traditional People.

Second Paragraph. After JUDICIAL RATIFICATION of this AGREEMENT, an official letter will be sent by VALE S.A. to the Krenak People proposing the installation of a direct dialogue table, with the participation of representatives of the PROMISEE and BHP Billiton Brasil Ltda., aiming at defining the measures related to the KRENAK AGREEMENT.

Third Paragraph. The FEDERAL GOVERNMENT undertakes to assist, in the event of a favourable statement by the Krenak People, in the installation of the dialogue table and its conclusion with a view to reaching an agreement.

Fourth Paragraph. The negotiation table referred to in this Clause does not interfere with or condition the consultation provided for in Clause 17, which remains subject to the same decision-making possibilities attributed to other Indigenous people and traditional communities, provided for in Clause 9, *heading* and paragraphs one to fifth.

Section IV - Final Provisions

Clause 18. The PROMISEE, THE FUNDAÇÃO RENOVA, THE SHAREHOLDERS and the RELATED PARTIES shall have no responsibility for the payment of contractual attorneys' fees to lawyers eventually appointed by Indigenous people, Quilombola Communities and traditional people.

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Clause 19. After the JUDICIAL RATIFICATION of this AGREEMENT**,** the PARTIES may immediately request the suspension of all legal proceedings in Brazil related to Indigenous people, Quilombola Communities and traditional people, except for proceedings no. 1021441-03.2020.4.01.3800 and 1013222- 64.2021.4.01.3800, related to audits of the Independent Technical Advisory Offices, which shall be extinguished immediately, as they are fully covered by ANNEX 6 – SOCIAL PARTICIPATION.

Sole Paragraph. After the JUDICIAL RATIFICATION of this AGREEMENT, the Institutions of Justice, in the lawsuits in which they are plaintiffs, undertake to immediately request the suspension of all proceedings related to Indigenous people, Quilombola Communities and traditional people.

Clause 20. The PROMISEE will hire specialized consultancies or with technical proof of capacity to carry out studies and diagnoses, provided for in the first paragraph of Clause 14, exclusively for the Quilombola Communities of Sapê do Norte, Povoação and Vila Santa Efigênia.

First Paragraph. The contracting provided for in the *heading* will take place on an exceptional basis and will be fully funded with the amount provided for in Clause 7, and according to item III of Appendix 3.1 – Financial Division by Indigenous People, Quilombola Communities and Eligible Traditional People.

Second Paragraph. The contracting procedure will comply with the provisions of the Simplified Reference Instrument to be delivered by the FEDERAL GOVERNMENT to the PROMISEE and/or FUNDAÇÃO RENOVA within 30 (thirty) days of the signing of this AGREEMENT.

Third Paragraph. The Simplified Reference Instrument must be prepared in order to ensure the completion of the simplified studies and consultation up to 18 (eighteen) months from the JUDICIAL RATIFICATION of this AGREEMENT.

Fourth Paragraph. The technical management of the contracting provided for in the *heading* will be the responsibility of the FEDERAL GOVERNMENT.

Clause 21. The GOVERNANCE of the OBLIGATIONS TO PERFORM of this ANNEX will be exercised by the FEDERAL GOVERNMENT, under the terms of Chapter VI – GOVERNANCE OF THE OBLIGATIONS TO PERFORM OF THE PROMISEE AND/OR THE FUNDAÇÃO RENOVA of the GENERAL CONDITIONS.

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ANNEX 4 – INCOME TRANSFER PROGRAM (PTR)

CHAPTER I

GENERAL PROVISIONS

Clause 1. The Income Transfer Program on behalf of family farmers ("PTR-RURAL") and artisanal professional fishermen ("PTR-PESCA", together with PTR-RURAL, the "PTR"), is hereby created, to be implemented in the form of this ANNEX.

Clause 2. The amount of BRL 3,750,000,000.00 (three billion seven hundred fifty million reais) will be allocated to the PTR to be deposited by the PROMISEE and/or FUNDAÇÃO RENOVA in the federal financial institution, according to Chapter IV of the GENERAL CONDITIONS of this AGREEMENT and ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY.

Clause 3. Without prejudice to its purpose, the PTR should be coordinated with the other actions implemented within the scope of this SETTLMENT, in order to expand the reach, efficacy and effectiveness of the measures aiming at its recipients.

Clause 4. The institution of the PTR does not imply loss or modification of the AGREEMENTs under negotiation, to be initiated, in force or already concluded by Indigenous people, Quilombola Communities and/or Traditional people for the purposes of individual or collective compensation, assistance or reparation of damages caused to the communities by the COLLAPSE.

Clause 5. The PTR will be operationalized and terminated by the FEDERAL GOVERNMENT within 6 (six) years of the JUDICIAL RATIFICATION of this AGREEMENT.

First Paragraph. Subject to the financial limit referred to in Clause 2 of this ANNEX, the PTR will have up to 48 (forty-eight) monthly payments, the last 12 (twelve) of which will be intended to reduce the payment, in order to carry out a transition to its completion.

Second Paragraph. Equal treatment will be guaranteed to PTR beneficiaries.

Clause 6. The benefits referred to in this ANNEX cannot be cumulative with each other, and the recipient must choose only one of the modalities, if eligible for both.

Clause 7. Payments of the financial benefits of the PTR should be made in the most accessible ways for recipients.

Sole Paragraph. In municipalities where there are no bank branches or correspondents, the federal financial institution must make available to individuals the means of payment that do not involve disproportionate effort or expense to obtain them.

Clause 8. The FEDERAL GOVERNMENT, via the Ministry of Agrarian Development and Family Agriculture (MDA) and the Ministry of Fisheries and Aquaculture (MPA), will be responsible for the management of the PTR, according to their respective jurisdictions.

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First Paragraph. The FEDERAL GOVERNMENT is hereby authorized to contract a federal financial institution to operationalize the payment of the PTR amounts, pursuant to the provisions of article 75, heading, item IX, of Law No. 14,133, of 1 April 2021.

Second Paragraph. The FEDERAL GOVERNMENT shall be liable through the Ministries liable for this ANNEX, in coordination with the federal financial institution referred to in the first paragraph, as applicable:

I. To indicate the eligible individuals as recipients of the PTR, as well as to register them in the PTR.

II. To inform individuals about their condition as recipients of the PTR, as well as all aspects related to the exercise of their prerogatives as recipients.

III. Disclose to potential recipients of the PTR the existence of the benefit and the rules for entry into the PTR.

IV. To pay eligible individuals the financial benefits of the PTR, in the manner set forth in this ANNEX.

V. Maintain confidentiality about the data of the receiving individuals, in compliance with Law No. 13,709, of 14 August 2018 (General Personal Data – "LGPD"), without prejudice to the transparency provisions provided for in ANNEX 21 – COMMUNICATION AND TRANSPARENCY.

Third Paragraph. The FEDERAL GOVERNMENT will request the express consent of each individual adhering to the PTR, in a free, informed and unequivocal manner, regarding the sharing of their personal data, as provided for in the LGPD with the PROMISEE and SHAREHOLDERS, to monitor the execution of said program.

Fourth Paragraph. Consent will be formalized by signing a consent form for data sharing, to be made available by the FEDERAL GOVERNMENT at the time of adhesion to the PTR, which will be in accordance with the provisions of the LGPD and other applicable regulations.

Clause 9. For the purposes of managing the PTR, the Ministries responsible for this ANNEX should use up to 3% (three percent) of the resource indicated in Clause 2 to contract a public or private institution, other than the federal financial institution provided for in the first paragraph of Clause 8, to support the management, execution and monitoring of the PTR under the supervision of the Ministry.

Clause 10. If there are remaining funds after the deadline for the performance of the PTR, the additional amount will be reverted to the SOCIAL PARTICIPATION FUND (as defined in ANNEX 6 – SOCIAL PARTICIPATION).

Clause 11. Members of Indigenous people, Quilombola Communities and traditional people and communities already served by the measures referred to in ANNEX 3 – INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES AND TRADITIONAL PEOPLE are not eligible for the income transfer programs described in this annex.

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CHAPTER II

INCOME TRANSFER PROGRAM FOR FAMILY FARMERS (PTR-RURAL)

Clause 12. Family farmers, understood as those recognized by Law No. 11,326, of 24 June 24, 2006, and settlers of agrarian reform projects who, cumulatively, meet the following requirements, are eligible for the PTR-RURAL:

I. Develop, on 30 September 2024, economic activities on rural properties located up to 5 km (five kilometres) away from the centre of the channel of the Gualaxo do Norte River, the Carmo River and the Doce River, in the STATE OF MINAS GERAIS, including islanders.

II. And they develop in the STATE OF ESPÍRITO SANTO, on 30 September 2024, economic activities on rural properties, including islands, which are located up to 5 km (five kilometres) away from the centre of the Doce River channel, in the corresponding stretch between Baixo Guandu to the district of Farias in the municipality of Linhares, and from the District of Farias to the mouth of the Doce River, those located in the flood area.

III. Have identification, qualification and active status in the National Registry of Family Agriculture (CAF) or in the Declaration of Eligibility for the National Program for the Strengthening of Family Agriculture (DAP) within one hundred and twenty days (120) days after the JUDICIAL RATIFICATION of this AGREEMENT.

First Paragraph. The area of the STATE OF MINAS GERAIS referred to in item I above is the one delimited by the maps contained in Appendix 4.1 of this ANNEX.

Second Paragraph. The area in the STATE OF ESPÍRITO SANTO referred to in item II above is that delimited by the maps contained in Appendix 4.2 of this ANNEX.

Clause 13. The FEDERAL GOVERNMENT shall be liable through the Ministry of Agrarian Development and Family Agriculture (MDA), to make available to the federal financial institution referred to in the first paragraph of Clause 8 of this ANNEX the data necessary for the identification of the individuals who will be entitled to the PTR-RURAL.

Sole Paragraph. The Ministry of Agrarian Development and Family Agriculture (MDA) should promote initiatives for the “active search” of potential beneficiaries of the PTR, which meet the criteria described above, including with the support of an institution contracted under the terms indicated in Clause 9.

Clause 14. The financial amount paid to the group covered by the PTR-RURAL will be 1.5 (one and a half) monthly minimum wage per individual, up to 36 (thirty-six months), and one (1) monthly minimum wage for another twelve months, having the nature of a substitute amount for the income lost as a result of the COLLAPSE.

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Sole Paragraph. The payment of the financial benefit provided for in this Chapter will be due even if the beneficiary group is entitled to another amount paid by the FEDERAL GOVERNMENT in the same period and its receipt will not prohibit the cumulative perception of financial benefits from public policies.

CHAPTER III

INCOME TRANSFER PROGRAM FOR ARTISANAL FISHERMEN (PTR-PESCA)

Clause 15. The PTR-PESCA will be intended for artisanal professional fishermen, as defined in Decree No. 3,048, of 6 May 1999.

Clause 16. Artisanal professional fishermen who cumulatively meet the following requirements are eligible for the PTR-PESCA:

I. Registration in the General Registry of Fishing Activity or holder of an initial registration application protocol requested in the system by 30 September 2024.

II. Resides in the following municipalities: Aimorés, Alpercata, Aracruz, Baixo Guandu, Barra Longa, Belo Oriente, Bom Jesus do Galho, Bugre, Caratinga, Colatina, Conceição da Barra, Conselheiro Pena, Coronel Fabriciano, Córrego Novo, Dionísio, Fernandes Tourinho, Fundão, Galiléia, Governador Valadares, Iapu, Ipaba, Ipatinga, Itueta, Linhares, Mariana, Marilândia, Marliéria, Naque, Ouro Preto, Periquito, Pingo D 'Água, Ponte Nova, Raul Soares, Resplendor, Rio Casca, Rio Doce, Santa Cruz do Escalvado, Santana do Paraíso, São Domingos do Prata, São José do Goiabal, São Mateus, São Pedro dos Ferros, Sem Peixe, Serra, Sobrália, Sooretama, Timóteo and Tumiritinga.

Sole Paragraph. The data referred to in items I and II will be provided by the FEDERAL GOVERNMENT, through the Ministry of Fisheries and Aquaculture (MPA).

Clause 17. The financial amount paid to the group covered by the PTR-PESCA will be 1.5 (one and a half) monthly minimum wage per individual, up to 36 (thirty-six) months, and 1 (one) monthly minimum wage for another 12 (twelve months), having the nature of a substitute amount for the income lost as a result of the COLLAPSE.

Clause 18. The criteria for eligibility to the PTR were defined exclusively by the PUBLIC AUTHORITIES and there will be no liability of the FUNDAÇÃO RENOVA, the PROMISEE, the SHAREHOLDERS and/or their RELATED PARTIES (defined in Clause 94, first paragraph of the GENERAL CONDITIONS of this AGREEMENT) in relation to the granting of the benefit by the FEDERAL GOVERNMENT. There will also be no commitment or obligation to make new contributions of amounts to any of the actions of the FEDERAL GOVERNMENT with resources from this ANNEX.

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ANNEX 5 –PROGRAM FOR THE PROMOTION OF EDUCATION, SCIENCE, TECHNOLOGY AND INNOVATION, PRODUCTION AND ECONOMIC RECOVERY (PRE)

CHAPTER I

GENERAL PROVISIONS

Clause 1. The Program for the Promotion of Education, Science, Technology and Innovation, Production, and Economic Recovery ("PRE") is hereby established, to be funded, implemented, and managed by the FEDERAL GOVERNMENT, with the goal of contributing to socioeconomic and productive dynamization, as well as fostering education, science, and innovation, within the Doce River Basin and the northern coast of the STATE OF ESPÍRITO SANTO.

First Paragraph. There shall be no involvement or responsibility of the PROMISEE, the SHAREHOLDERS, their RELATED PARTIES (defined in Clause 94, first paragraph of the GENERAL CONDITIONS of this AGREEMENT), and/or the FUNDAÇÃO RENOVA regarding the establishment of the criteria, structuring, implementation, or management of the PRE.

Second Paragraph. Payments of PRE amount to its beneficiaries shall not be considered as individual indemnifications or reparations for material or moral damage.

Third Paragraph. The PROMISEE, the SHAREHOLDERS, their RELATED PARTIES, and/or the FUNDAÇÃO RENOVA shall have access to information on the amounts paid, projects, and beneficiaries of PRE, which will be made available by the FEDERAL GOVERNMENT on the Single Portal of this AGREEMENT, as outlined in ANNEX 21 – COMMUNICATION AND TRANSPARENCY.

Fourth Paragraph. Without prejudice to its purpose, the PRE may be coordinated with other actions implemented under this AGREEMENT to enhance the effectiveness, efficiency, and sustainability of the benefits resulting from the measures provided.

Fifth Paragraph. The implementation of the PRE shall not affect the provisions outlined in ANNEX 4 – INCOME TRANSFER PROGRAM (PTR), ANNEX 2 – INDIVIDUAL INDEMNIFICATIONS AND ANNEX 6 – SOCIAL PARTICIPATION.

Sixth Paragraph. The PRE will be implemented without prejudice to the actions under the competence of the STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO, described in ANNEX 12 – NEW STATE PROJECTS and the ADHERING MUNICIPALITIES, according to ANNEX 15 – MUNICIPAL INITIATIVES.

Clause 2. The execution of the PRE shall occur through the selection of projects in the Productive Promotion Axis ("PRODUCTIVE PROMOTION AXIS"), the Promotion of Agroforestry and Agricultural Chains ("RURAL AXIS"), and the Promotion of Education, Science, Technology, and Innovation ("ECT&I AXIS") (PRODUCTIVE PROMOTION AXIS, RURAL AXIS and ECT&I AXIS hereinafter referred to individually as "AXIS" and collectively as "AXES").

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Sole Paragraph. Funds allocated to the ECT&I Axis may be directed by the federal financial institution directly to public and private entities supporting research, education, extension, and innovation, at the discretion of the responsible Ministry, as stipulated in Chapter IV of the GENERAL conditions of this AGREEMENT.

Clause 3. The PROMISEE and/or FUNDAÇÃO RENOVA shall allocate BRL 6,500,000,000.00 (six billion, five hundred million Brazilian Reais) to a federal financial institution to fund the PRE, as per the disbursement schedule outlined in this AGREEMENT.

First Paragraph. The implementation of the projects outlined in this ANNEX shall comply with the availability of funds allocated to each AXIS.

Second Paragraph. Up to 3% (three percent) of the amount indicated in Clause 3 may be used to hire consultants or auditors to support the FEDERAL GOVERNMENT in monitoring the projects and actions referred to in this ANNEX.

Third Paragraph 3. Part of the amount specified in Clause 3 may be allocated to the General Federal Budget (OGU), in accordance with the relevant legislation, to enable the execution of the actions presented in this ANNEX, subject to Chapter IV of the GENERAL CONDITIONS of this AGREEMENT.

Fourth Paragraph. Funds provided through the PRE for selected and approved projects by the FEDERAL GOVERNMENT shall not be subject to reimbursement.

Fifth Paragraph. The FEDERAL GOVERNMENT is exclusively responsible for managing the PRE's resources and their budgetary allocation to the AXES, so there will be no possibility of the COMMITTEE, the SHAREHOLDERS, their RELATED PARTIES or the FUNDAÇÃO RENOVA supplementing the program's amounts.

Clause 4. Projects may be submitted to PRE by Brazilian individuals and Brazilian entities, both governmental and non-governmental, that meet the criteria specified in the selection processes to be launched.

Clause 5. The drafting of calls for of the selection processes and the establishment of the schedules for the selection and implementation of the projects shall respect the criteria stipulated by the FEDERAL GOVERNMENT and the general guidelines contained in this ANNEX.

CHAPTER II

PRODUCTIVE PROMOTION AXIS

Clause 6. The PRODUCTIVE PROMOTION AXIS aims to encourage actions to strengthen social and economic development in the area defined in Clause 1, through initiatives focused on economic development, promotion of income and employment-generating businesses, and the improvement of the quality of life for affected populations, particularly those in situations of social vulnerability.

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Clause 7. The PRODUCTIVE PROMOTION AXIS shall receive BRL 2,000,000,000.00 (two billion Brazilian Reais), which compose the total amount referred to in Clause 3 of this ANNEX, to be made available in accordance with the disbursement schedule set out in this AGREEMENT.

Clause 8. The beneficiaries of projects under the PRODUCTIVE PROMOTION AXIS will be those who meet one of the following requirements:

I. Individuals registered in the Unified Registry for Federal Government Social Programs (CadÚnico), created by Article 6-F of Law No. 8,742 of December 7, 1993, who:

a. Reside in the municipalities listed in ANNEX 15 – MUNICIPAL INITIATIVES at the time of the call's release; and

b. Whose monthly per capita income registered in the Federal Government's Single Registry for Social Programs (CadÚnico) up to the date of signature of this AGREEMENT is no more than half the national minimum wage; or

II. Individual Microentrepreneurs (MEIs) registered in the territorial delimitation of Clause 1 of this ANNEX; or

III. Cooperation networks organized through associations, cooperatives, or solidarity economy initiatives located within the territorial area defined in Clause 1 of this ANNEX.

First Paragraph. The data referred to in item I, b, will be provided by the state bodies responsible for managing CadÚnico in the STATE OF ESPÍRITO SANTO and in the STATE OF MINAS GERAIS as regards the municipalities in their respective territories.

Second Paragraph. The database referred to in item I, b, will be reviewed each time a public notice is issued to exclude people who no longer meet the monthly income criteria.

Third Paragraph. The definitions established by Article 4 of Law 14.601 of June 19, 2023 will be adopted for this AXIS.

Clause 9. Productive promotion shall occur through financial support for business plans that involve the establishment and/or capitalization of economic enterprises that generate income and jobs.

First Paragraph. Proponents of productive promotion projects shall be guided by business developers, credit or territorial development agents, or civil society entrepreneurial advisory entities, who will be compensated by the managing institution with a fee of up to 3% (three percent) of the financial operation.

Second Paragraph. The business structurer must be registered with the official financial institution and will be responsible for actively seeking and providing qualified support to the demands of the applicant under his/her guidance, for preparing business plans, for providing information on financial education and for monitoring the execution of the proposed project.

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Clause 10. When proposing productive development projects, partnerships with public bodies should be prioritized, in order to contribute to the strengthening of public services.

Clause 11. The value of each productive development project will be up to BRL 60,000.00 (sixty thousand reais), with an expected average value of BRL 15,000.00 (fifteen thousand reais), which will be released according to the approved business plan.

CHAPTER III

AXIS FOR PROMOTING AGRICULTURALAND FORESTRY PRODUCTION CHAINS (RURAL AXIS)

Clause 12. The RURAL AXIS aims to revitalize, restructure and boost the productive and environmentally sustainable activities of family farmers, rural producers, agrarian reform settlers, quilombolas, foresters, extractivists, including other traditional people and communities working and/or subsisting in the area included in the territorial delimitation of Clause 1 of this ANNEX.

Clause 13. The RURAL AXIS shall receive BRL 2,500,000,000.00 (two billion, five hundred million Brazilian Reais), as part of the total amount specified in Clause 3, to be disbursed according to the schedule outlined in this AGREEMENT.

Clause 14. In order to fulfill the objectives of this AXIS, selection processes will be launched to carry out projects on the following topics:

I. Production of healthy food.

II. Social technologies for overcoming poverty through the implementation of infrastructure in the countryside

III. Productive forests.

IV. Protocols for prior, free, and informed consultation.

V. Territorial and environmental management plans and plans for territorial protection

VI. Strengthening quilombola identity, including communication actions to promote the quilombola way of life, Ater quilombola, promotion of fairs for marketing quilombola products, and a Quilombola Origin Identification Seal.

VII. Promotion of education in rural areas and cultural initiatives.

VIII. Technical advisory and territorial development.

IX. Actions to release the National Program for the Strengthening of Family Agriculture (PRONAF) of delinquent producers.

X. Training and capacity-building for communities on the Food Acquisition Program (PAA), simultaneous donation, short supply chains, food sovereignty, and sustainability.

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XI. Structuring a supply and commercialization center for family farming.

XII. Structuring a supply network to market food and products from family farming.

XIII. Implementation of community gardens to promote the sale of food through the Food Acquisition Program (PAA) and simultaneous donations, aiming at the social and productive inclusion of families.

XIV. Technical advisory on cooperative or association management for family farming.

XV. Support for the development of small-scale agro-industries for processing products within collective family farming enterprises.

XVI. Land credit.

XVII. Land regularization.

XVIII. Recognition and titling of quilombola territories.

XIX. Monitoring and mediation of conflicts.

XX. Carrying out a situational diagnostics of rural producers in the area covered by this AGREEMENT.

XXI. Soil recovery and monitoring, with *in situ* tests and development of demonstration units.

XXII. Construction of "small dams" for animal hydration and irrigation

XXIII. Recovery of cocoa-growing areas.

XXIV. Implementation of a cheese technology diffusion unit.

XXV. Implementation of nurseries for distribution for planting in the respective regions.

XXVI. Carrying out campaigns to multiply the technologies of the ABC+ Plan in the affected areas.

XXVII. Training of extension workers for the dissemination of the technologies of the ABC+ Plan;

XXVI. Implementation of drip irrigation and solar energy kits in rural properties.

XIX. Development of a system for measuring sustainability indicators in agroecosystems.

XXX. Analysis and monitoring of soil fertility.

XXXI. Agricultural circular economy.

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XXXII. Reuse, recharge and recycling systems, including initiatives involving composting, zero waste and the like.

XXXIII. Analysis and monitoring of plant species.

CHAPTER IV

AXIS FOR PROMOTING EDUCATION, SCIENCE, TECHNOLOGY, AND INNOVATION (ECT&I AXIS)

Clause 15. The ECT&I AXIS is intended to promote education, science, technology and innovation in the area defined in Clause 1 of this ANNEX.

Sole Paragraph. The criteria for prioritizing the selection of projects will be the location of the of the respective executing entities in the aforementioned territorial boundaries.

Clause 16. The ECT&I AXIS shall receive BRL 2,000,000,000.00 (two billion Brazilian Reais), as part of the total amount specified in Clause 3, to be disbursed according to the schedule outlined in this AGREEMENT.

Clause 17. To achieve the objectives of this AXIS, selection processes shall be initiated for the execution of projects with the following guidelines:

I. Support for high-level research programs focused on academic-scientific research and promotion of teaching related to: dam safety, mining tailings, recovery of degraded areas, socio-environmental monitoring, biodiversity conservation, climate change, fishing, aquaculture, blue economy, rural education, agroecology, food security, solidarity economy, development of social technologies, community-territorial sustainability, participation, human rights, prevention of domestic violence, and support for women.

II. Promotion of the development of solutions and technologies aimed at: agroecology, food security, management of mining tailings, biodiversity conservation, mitigation of the impact of climate change.

III. Development of research infrastructure and structuring of laboratories of public teaching, research and extension institutions, including basic education schools in urban and rural areas.

IV. Funding programs for the preparation, publication, distribution, and development of didactic-pedagogical materials, printed and digital, aimed at basic education, teacher continuing education, and community extension actions, related to the following topics: development of the culture of disaster prevention, socio- environmental issues, environmental education, climate change, rural education, agroecology, fishing, aquaculture, blue economy, food security, solidarity economy, development of social technologies, community-territorial sustainability, prevention of domestic violence and support for women.

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V. Funding for continuing education programs – improvement and specialization – at the interface between higher education and basic education, and resources for schools to develop projects/actions related to the following themes: development of the culture of disaster prevention, socio-environmental issues, environmental education, climate change, fisheries, aquaculture, blue economy, rural education, agroecology, food security, solidarity economy, development of social technologies, territorial community sustainability.

VI. Support for public institutions of higher education and/or professional education and technology that carry out research, extension and training activities linked, especially, to the mineral sector (geology, mining and mineral transformation), such as geology, engineering, geography, biological sciences, information technology.

VII. Actions to encourage the installation of new public educational institutions, or to improve existing infrastructure, aimed at carrying out teaching, research, innovation, extension and offer of courses aimed at professional, technical and/or higher education related to the development of the culture of disaster prevention, socio- environmental issues, environmental education, climate change, fishing, aquaculture, blue economy, rural education, agroecology, food security, solidarity economy, development of social technologies and community-territorial sustainability.

VIII. Support for educational establishments in the public basic education network in structuring learning environments that enable the integral development of students and encourage the development of skills related to digital citizenship, environmental education and scientific thinking of students.

CHAPTER V

FINAL PROVISIONS

Clause 18. Research and reports produced as a result of the projects carried out under this ANNEX must be published on this AGREEMENT's Single Portal, according to ANNEX 21 - COMMUNICATION AND TRANSPARENCY.

Clause 19. The PROMISEE, the SHAREHOLDERS, the RELATED PARTIES and/or the FUNDAÇÃO RENOVA, the ATIs (as provided for in ANNEX 6 - SOCIAL PARTICIPATION) or their employees and the business structurers referred to in Clause 9 may not compete in the selection processes that use resources to be made available for the object referred to in this ANNEX.

Clause 20. Projects and actions financially supported by PRE may not provide for costs to be borne by the Public Administration without proper authorization from the legitimized public entity.

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ANNEX 6 – SOCIAL PARTICIPATION

CHAPTER I

GENERAL PROVISIONS

Clause 1. The affected people are ensured the right to information and participation through the spaces and mechanisms established in this AGREEMENT, especially in this ANNEX, to guarantee fair and full reparation of socio-environmental and socio-economic damage.

Paragraph one. The mechanisms provided for in this AGREEMENT shall be interpreted and implemented in accordance with the rules on access to information, public participation and access to justice in environmental matters, in compliance with treaties, conventions or international agreements ratified and incorporated in the national legal system.

Paragraph two. Independent technical advisories/assistance ("ATIs") are considered tools to promote the participation of the population in the monitoring of actions to reparation and compensate for damages caused by the COLLAPSE, in the form of this AGREEMENT.

Paragraph Three. The existence of prior registration with the FUNDAÇÃO RENOVA is not a condition for the participation of the affected people in the collective initiatives contemplated in this ANNEX.

Paragraph four. The entities responsible for the initiatives of this AGREEMENT shall provide information, in a clear and accessible manner, on the execution of obligations under their respective attribution.

Paragraph Five. Access to information, spaces and mechanisms of social participation is not subject to the performance of the ATIs.

Clause 2. The guidelines for social participation and social control are:

I. Right to information, transparency and social control in actions, with the use of simple and objective language, considering the characteristics of the population to which it is addressed.

II. Establishment of reasonable deadlines and facilitated flows.

III. Appreciation and respect for ethnic-racial, gender, sexual, cultural and social diversity.

IV. Respect for the self-determination of indigenous people, Quilombola Communities and traditional people, ensuring the right to participation and consultation through appropriate procedures and, in particular, their representative institutions.

V. Complementarity, transversality and integration between mechanisms and instances of representative, participatory and direct democracy.

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VI. Use of technology allowing the broad participation and dissemination of renegotiation actions.

VII. Availability of information, spaces and mechanisms directly to the population, without the need for intermediaries.

VII. Resolution on the criteria for the allocation of resources from the SOCIAL PARTICIPATION FUND.

IX. Right to advice and assistance by the ATIs, under the terms of this AGREEMENT.

Clause 3. The right to information applicable under this AGREEMENT consists of the communication of data, through objective and agile procedures, in a transparent, clear and easy-to-understand language, and will consist of:

I. The right of any person to request access to information, in accordance with the governing legislation.

II. In the production and distribution of material for the dissemination of information on the actions taken in favor of the affected people in the impacted territories.

III. The availability of information through existing platforms, with proven accessibility and wide adherence among the population, which can be improved and adapted to the needs of the AGREEMENT.

Clause 4. The following are spaces and mechanisms of participation and social control in the Doce River basin and coastal region, within the scope of this AGREEMENT, without prejudice to others already existing:

I. The holding of meetings in the affected municipalities, organized and supported, when necessary, by the ATIs, which may be attended by representatives of the bodies and entities of the GOVERNMENT signatories to this AGREEMENT and guests, in order to provide clarifications on the measures provided for in this agreement and that concerning the respective locality.

II. The establishment of channels, including virtual ones, allowing the direct communication of the affected people with the bodies and entities responsible for the execution of the actions related to this AGREEMENT for the purpose of obtaining information and expressing their opinions on the actions taken.

III. The constitution of a federal collegiate body for social participation and control, coordinated by the General Department of the Presidency of the Republic, aiming at monitoring, following-up, evaluating and promoting the inspection, through social control, of the actions to implement the commitments assumed by the FEDERAL GOVERNMENT under the AGREEMENT and to resolve on resources contributed to a specific fund (Federal Council for Social Participation of the Doce River Basin).

IV. The constitution of state bodies aimed at effective social participation and control, separately, one coordinated by the STATE OF MINAS GERAIS and the other by the STATE OF ESPÍRITO SANTO, aimed at monitoring the actions under the responsibility of each State.

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V. The creation of a fund for direct deliberation by the communities, linked to the Federal Council for Social Participation in the Doce River Basin ("SOCIAL PARTICIPATION FUND").

Paragraph one. With regard to the state instances of participation and social control, provided for in item IV above, each State shall define mechanisms of participation and informed social control to monitor the actions of the AGREEMENT that are under the responsibility of the States, respecting Principle No. 10 of the United Nations Conference on Environment and Development, ratified by Legislative Decree 2/1994, combined with section X of art. 2, combined with.

Paragraph two. The federal and state instances of social participation will be able to promote articulations among themselves, exchange information and demands, and develop joint activities.

Paragraph Three. Representation of the committees of affected parties consolidated by the Justice Institutions in all instances focused on social participation will be ensured, through criteria to be established by the respective GOVERNANCES.

Clause 5. For the measures referred to in this ANNEX, five billion six hundred ninety-eight million reais (BRL 5,698,000,000.00) will be deposited, according to ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY.

CHAPTER II

FEDERAL COUNCIL

Clause 6. The affected people will have the right to direct participation to monitor the implementation of the commitments assumed by the FEDERAL GOVERNMENT in this AGREEMENT and to deliberate on criteria for the allocation of resources contributed to a specific fund, through the Federal Council for Social Participation of the Doce River Basin.

Clause 7. The Federal Council for Social Participation of the Doce River Basin is a collegiate body, chaired by the General Department of the Presidency of the Republic, with its own regulations, composed of members of civil society, who will serve a two- year term, and representatives appointed by the federal public administration, in the proportion of fifty percent (50%) of civil society representation and fifty percent (50%) of government representation.

Paragraph one. In the composition of the body, gender parity will be ensured, when there is no majority of women, and the minimum percentage of self-declared black or brown people, as well as indigenous people, Quilombola Communities and traditional people.

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Paragraph two. The participation of the Federal and State Public Prosecutor's Offices of Minas Gerais and Espírito Santo, the Federal Public Defender's Office, the Public Defender's Offices of the states of Minas Gerais and Espírito Santo as permanent guests, entitled to speak, in the meetings of the Federal Council for Social Participation of the Doce River Basin will be ensured.

Paragraph Three. The representatives of the Governments of the States of Minas Gerais and Espírito Santo and the court of mayors of the affected municipalities, the Doce River Basin Committee and the ATIs will be invited to participate in the meetings of the Federal Council for Social Participation of the Doce River Basin, depending on the topic to be discussed, observing the specificities of the people, populations and communities recognized in this AGREEMENT.

Paragraph four. The Federal Council for Social Participation of the Doce River Basin will exercise its duties during the period of implementation of the commitments assumed in the AGREEMENT.

Paragraph Five. Participation will be considered a relevant, unpaid public service.

Paragraph six. In the first composition of the Federal Council for Social Participation of the Doce River Basin, the participation of the four (4) representatives of those affected elected at the Basin Meeting, will be ensured for the CIF plenary, extinguished by this AGREEMENT.

Clause 8. The collegiate will have an advisory nature (advising federal agencies), informative (in relation to civil society) and deliberate (regarding the criteria for allocating the amounts of the SOCIAL PARTICIPATION FUND), with the following authorities:

I. To monitor, follow-up, evaluate and supervise the actions of implementation of the commitments assumed by the FEDERAL GOVERNMENT in the AGREEMENT.

II. To inform civil society about the actions of implementation of the AGREEMENT that will be under the responsibility of the FEDERAL GOVERNMENT.

III. To resolve the criteria for the allocation of the resources contributed to the SOCIAL PARTICIPATION FUND.

Clause 9. The ordinary plenary meetings will be held bimonthly, in person, in affected municipalities, in the proportion of two meetings in Minas Gerais for each meeting in Espírito Santo, and must provide for at least one round of open dialogue with the population.

Sole Paragraph. The activities of the Federal Council for Social Participation of the Rio Doce Basin shall be funded with the resources provided for in Clause 10 of this ANNEX.

CHAPTER III

SOCIAL PARTICIPATION FUND

Clause 10. Out of the total amount referred to in Clause 5, the PROMISEE and/or the FUNDAÇÃO RENOVA undertakes to fund the SOCIAL PARTICIPATION FUND through the payment of the total amount of five billion reais (BRL 5,000,000,000.00) destined to the Projects of Direct Deliberation of the Communities and to the operation of the Federal Council of Social Participation of the Doce River Basin, according to the disbursement schedule of this AGREEMENT

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Sole Paragraph. In addition to the amount referred to in the heading of this Clause, the resources of the SOCIAL PARTICIPATION FUND also include the proceeds of financial investments of balances not allocated to projects.

Clause 11. The SOCIAL PARTICIPATION FUND, linked to the Federal Council for Social Participation of the Doce River Basin, aims to finance the Direct Deliberation Projects of the Communities Affected by the Collapse.

Clause 12. The goals of the SOCIAL PARTICIPATION FUND are:

I. Contribute to the generation and distribution of income for the affected people.

II. To value local ways of life.

III. To contribute to the economic recovery by strengthening and/or diversifying the production of the affected territories.

IV. Contribute to the reduction of inequalities in the territories, with attention to gender, race, and generational aspects.

Clause 13. The resources of the SOCIAL PARTICIPATION FUND will be:

I. Refundable.

II. Non-refundable.

Paragraph one. Part of the resources of the SOCIAL PARTICIPATION FUND should be applied annually to fund any external accounting, financial and finalistic audits of the financed projects.

Paragraph two. The communities affected by the COLLAPSE will have the power to deliberate on the criteria for the use of the resources contributed to the SOCIAL PARTICIPATION FUND, through their participation in the Federal Council for Social Participation of the Doce River Basin.

Clause 14. The following are guiding premises for the use of the resources of the SOCIAL PARTICIPATION FUND:

I. Collective and participatory character, both in preparation and in scope.

II. Relevance to socioeconomic, environmental and/or cultural themes.

III. Allocation of minimum percentages of resources to projects led by women, indigenous people, Quilombola Communities and traditional people, without prejudice to the resources provided for in ANNEX 3 – INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES AND TRADITIONAL PEOPLE, and by young people up to 29 years of age, as deliberated by the Federal Council for Social Participation of the Doce River Basin.

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Clause 15. The thematic relevance of the projects is primarily linked to compliance with the following axes:

I. Popular and solidarity economy: short circuits of commerce (exhibitions, fairs) and community-based tourism.

II. Food and nutritional security: agroecology, medicinal plants and gastronomy based on local food production and culture.

III. Popular education.

IV. Social and environmental technologies.

V. Promotion of sport and leisure.

VI. Culture and local media: community radios, printed and digital newspapers and magazines, promotion and dissemination of collective cultural initiatives.

VII. Defense of land and territory.

Clause 16. The rules, mechanisms and structures in relation to the development and performance of the projects supported by the SOCIAL PARTICIPATION FUND will be defined by the General Department of the Presidency of the Republic, observing the following basic guidelines:

I. Facilitation of access to financial resources, activities and actions, especially for vulnerable groups and communities, through the creation of easy-to-understand rules for the submission of projects to the SOCIAL PARTICIPATION FUND.

II. Territorial distribution of resources, proportional to the number of affected communities in the municipalities and observing the fulfillment of at least one (1) project per affected municipality and at least one (1) project per community and/or indigenous people and per Quilombola community and/or other affected traditional people and community.

III. The existence of ranges of values applied to the projects, associated with the complexity of the initiatives and the contingent of people served by the action.

Clause 17. Partnership will be allowed with federal institutions of higher education with physical units in the affected municipalities to support the preparation and execution of community projects, if it is in the interest of the affected communities.

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CHAPTER IV

INDEPENDENT TECHNICAL ADVISORY SERVICES (ATIs)

Clause 18. Of the total amount referred to in Clause 5, the PROMISEE and the FUNDAÇÃO RENOVA undertake to pay for the contracting of ATIs by paying the total amount of BRL 698,000,000.00 (six hundred ninety-eight million reais), according to ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY.

Paragraph one. The ATIs already operating in the affected territories will be maintained until the conclusion of the respective contractual term and the values of the agreements in force will be funded by the PROMISEE or FUNDAÇÃO RENOVA.

Paragraph two. The entities chosen by the affected people in each territory will be hired to present the work plan and start activities in the territories.

Paragraph Three. Subject to the provisions of the first paragraph, the ATIs already contracted are assured to participate in the contracting model established in this ANNEX, provided that they meet the requirements of this ANNEX.

Paragraph four. The affected people will have the prerogative to monitor the activities of independent technical assistance/advisory services with regard to the fulfillment of the work plans, goals, purposes and technical assistance to the community, immediately informing the Institutions of Justice whenever they verify possible irregularities in the fulfillment of the goals set forth in this AGREEMENT and in the respective work plan of the ATI.

Paragraph Five. The FEDERAL GOVERNMENT will be responsible for managing the contracting of ATIs, whether by direct or indirect performance, according to the availability of resources provided for in the heading of this Clause.

Paragraph Six. The references in this ANNEX to indigenous people, Quilombola Communities and traditional people and the references to the people, municipalities and territories affected by the COLLAPSE do not imply recognition by the FUNDAÇÃO RENOVA, the PROMISEE and/or the SHAREHOLDERS and their RELATED PARTIES (definition in Clause 94, first paragraph of the GENERAL CONDITIONS of this AGREEMENT) of damages of any nature to indigenous people, Quilombola Communities and traditional people, and/or the people, municipalities and territories referenced herein.

Paragraph Seven. Of the total amount of the *heading* of this Clause, BRL198,000,000.00 (one hundred ninety-eight million reais) will be allocated to the ATIs of indigenous people, Quilombola Communities and traditional people, as per ANNEX 3 – INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES AND TRADITIONAL PEOPLE.

Paragraph Eight. There will be no liability of the FUNDAÇÃO RENOVA, the PROMISEE and/or the SHAREHOLDERS and their RELATED PARTIES in relation to the decisions of the FEDERAL GOVERNMENT regarding the management of the contracting of the ATIs, nor any commitment or obligation to make new contributions of amounts for any of the actions provided for in this ANNEX.

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Clause 19. The independent advisory/technical assistance activities for the people affected by the COLLAPSE will have as their scope, under the terms of this AGREEMENT, the exclusive performance of the following tasks:

I. To provide organizational support to the affected people, assisting them in their participation in the acts related to the redress provided for in this AGREEMENT.

II. To provide support to the affected people by explaining the technical content of the information pertinent to the redress, assisting them in understanding and informed participation, by the affected people themselves, in the procedures and acts related to the redress of their respective damages, in accordance with the measures provided for in this AGREEMENT.

III. To suggest to the Federal Council for Social Participation of the Doce River Basin to deliberate proposals for the preparation of diagnoses and studies on socioeconomic and socio-environmental issues considered relevant by the affected communities.

IV. To assist the affected people and their organizations in the design, elaboration and monitoring of local projects of interest to the affected community.

V. To assist the affected people in the organization of documents, according to the eligibility criteria provided for in this AGREEMENT.

VI. Assist the affected people in submitting demands to the institutions responsible for the system of redress, compensation and indemnification, with the possibility of registering personal identification data in this case, observing the provisions of Law No. 13,709, of 14 August 2018 (General Personal Data Protection Law – LGPD).

VII. To promote access to information on the processes of management, production, processing and commercialization of activities and services in the area covered by this ANNEX and on cultural, socio-environmental and economic aspects from the perspective of sustainable development, urban, peri-urban or rural, through non- formal education activities.

Clause 20. Entities interested in providing independent technical advice/assistance must meet all of the following requirements:

I. Have at least three (3) years of existence, with the same corporate name, purpose of action and CNPJ, and must prove such fact by means of registration with the Board of Trade and/or Civil Registry and previous agreements with other entities, prohibiting unilateral statements or mere witnesses as a means of proof.

II. Have proven technical experience in acting from the perspective of human rights, social service and/or participatory methodologies, preferably in the territory where they will operate,

III. Have technical, financial and institutional independence in relation to the PROMISEE and the FUNDAÇÃO RENOVA, and should not have contracted with them, in Brazil or abroad, jointly or individually, and must also not be subordinate to them, and proof should be requested to this effect.

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IV. Non-profit.

V. Declare, by itself and its employees, not to have participated in any practice or performed any act contrary to the applicable anti-corruption and antitrust legislation and economic order, including, without limitation, the Brazilian Anti-Corruption Law (Law No. 12,846/2013), the Administrative Improbity Law (Law No. 8,429/1992) and the Money Laundering Prevention Law (Law No. 9,613/1998).

VI. Have internal integrity mechanisms and controls or submit a statement that, if it becomes accredited, for the performance of the future agreement for the rendering of independent technical advisory/assistance services, it will have implemented or perfected such mechanisms by the date of contracting.

VII. To act with technical independence and methodological rigor.

VIII. To represent the interested entity and its collaborators will report to the Federal Council for Social Participation of the Doce River Basin, the Public Prosecutor's Offices and the Public Defender's Offices in any conflict of interest, thus considering the situation in which business, finances, families, political or personal interests should interfere in the judgment of the person in the performance of his or her obligations.

IX. Present a work plan appropriate to the purpose set forth in this AGREEMENT according to the attached model, containing a delivery spreadsheet and respective budget with the concept of person/hour and the definition of a maximum global value (CAP), both observing prices compatible with the scope of work to be performed and the market average of these activities. The work plan must contain, prominently, the amounts related to the financial accounting audits and ATI must prove its ability to execute and complete the entirety of the work provided for in the work plan based on the value established therein, observing the maximum period of Clause 25 below.

X. Participate in and carry out contracting processes in compliance with the principle of impersonality and integrity.

XI. To act exclusively within the limits of technique and scientific consensus, being endowed with proven technical and social capacity.

Sole Paragraph. If any non-compliance with the requirements or scope is identified, ATI will be disqualified from the contracting process or dismissed, if already hired.

Clause 21. Each of the ATI entities shall prepare its work plan, in accordance with the model attached to Appendix 6.1 - Work Plan Model of the Independent Technical Advisory Boards, containing:

I. Identification of the entity and its coordinator(s).

II. Justification.

III. General purpose.

IV. Specific purpose.

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V. Methodology.

VI. Schedule.

VII. Detailed budget.

VIII. Description of the activities making up each action and deliveries.

IX. Plan for the composition of the technical team, according to each action.

X. Goals and indicators.

XI. Instrument for participatory monitoring and evaluation, quarterly and on demand.

Clause 22. The selection and hiring of teams will be made by the ATIs, through an objective procedure, through which wide publicity is ensured, requiring the candidates to:

I. Minimum degree compatible with the job specifications.

II. Minimum experience compatible with the job specifications .

III. Availability of the professionals' curriculum.

IV. Individual declaration of technical, financial and institutional independence in relation to the PROMISEE and the FUNDAÇÃO RENOVA, and shall not have contracted with them, in the last three years, in Brazil or abroad, jointly or individually.

Clause 23. The following shall be contracted by the FEDERAL GOVERNMENT, with funding with the funds provided for in Clause 18 and provided that they meet the requirements contained in this ANNEX:

I. The ATIs to be selected by the T11 territories - Aracruz and Serra (ES); T12 - Tupiniquim, Comboios and Caieiras Velha II Indigenous Lands (ES); T18 - Krenak People (MG).

II. The ATIs to be selected by the following indigenous people, Quilombola Communities and traditional people: Puri Indigenous People (MG), Quilombola Community of Santa Efigênia (MG); Quilombola Community of Sapê do Norte (ES); Quilombola Community of Povoação (ES) Traditional community of miners (MG), Traditional community of gold pickers (MG), covered by ANNEX 3 – INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES AND TRADITIONAL PEOPLE.

III. The ATIs already selected for the territories of Mariana/MG, Barra Longa/MG, Rio Doce/MG, Santa Cruz do Escalvado/MG, and the District of Xopotó, located in the municipality of Ponte Nova/MG, T1 - Microregion of Rio Casca and Vicinity (MG); T2 Region of influence of the Rio Doce State Park and its Buffer Zone (MG); T3 - Vale do Aço (MG); T4 - Governador Valadares, Ilha Brava and Baguari (MG); T5 - Tumiritinga and Galileia (MG); T6 - Conselheiro Pena (MG); T7 - Resplendor and Itueta (MG); T8 - Aimorés (MG); T9 - Baixo Guandu (ES); T10 - Colatina and Marilândia (ES); T13 - Regência (ES); T14 - Povoação (ES); T15 - Linhares (ES); T16 North Coast Macro-region of Espírito Santo and North of Linhares (ES); T17 - Quilombo de Degredo (ES).

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Sole Paragraph. The ATIs of the territories covered by this Clause shall serve the agrarian reform agreement projects instituted by the National Institute of Colonization and Agrarian Reform (INCRA) within the scope of the National Agrarian Reform Program (PNRA), with their specificities.

Clause 24. In addition to the contracting requirements to be required of the other ATIs, under the terms of this ANNEX, the following apply to specific ATIs for indigenous people, Quilombola Communities and traditional people:

I. The need to approve the work plan and choose the entity to advise the communities, as appropriate.

II. Labor is hired from the local population.

III. The possibility of performance by ATI formed by the community itself.

Sole Paragraph. In the case of item III, the ATIs formed by the community itself are exempt from the requirements contained in Clause 20 above, items I, II, VI and X, with regard to the principle of impersonality.

Clause 25. The activities of the ATIs will have a performance period of 42 (forty-two) months, with the possibility of a single extension for six (6) months, based on territorial need so justified before the community(ies) affected by the ATI in question and upon ratification of a new plan aimed at completing the work.

Clause 26. The fulfillment of the actions and the delivery of the products in advance will generate the right for ATI to reuse the amounts allocated to other activities covered by the scope of the respective work plan. At the time of completion of the work plan activities, the balance of the amounts not executed will be reverted to the SOCIAL PARTICIPATION FUND.

Clause 27. If one of the territories decides to replace the respective ATI, the new ATI chosen must carry out its activities for the remaining term and budget.

Paragraph one. The actions performed by each ATI will be subject to accounting, financial and finalistic auditing, subjecting the entity to the termination of the agreement in case of irregularities or non-compliance with any of the provisions of this AGREEMENT.

Paragraph two. The costs related to the accounting and financial audits and the work plans of the ATIs are covered by the amount established in the obligation to pay referred to in Clause 18 of this ANNEX, and the FUNDAÇÃO RENOVA, the PROMISEE, the SHAREHOLDERS and their RELATED PARTIES are not responsible for any other amount related to the performance of the ATIs or their monitoring and inspection.

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Clause 28. Among the activities of ATI under this AGREEMENT, the following are excluded:

I. The executive activities to redress the very damage.

II. The production of studies and collection of primary data, except for the provisions of item VI of Clause 19 of this ANNEX.

III. The preparation of impact studies, diagnosis of damages and assessment of causal link.

IV. Activities of representation of people or groups in lawsuits.

V. Execution, approval or rejection of projects, programs or technical reports of third parties, in actions related to the repair process.

VI. Definition of program eligibility requirements or parameters.

VII. Preparation of impact and damage matrices.

VIII. Direct actions to register those affected for socioeconomic redress programs.

IX. Implementation or direct performance of redress activities and/or programs.

X. Private activities of legal representation of affected people, except for the provision of reliable basic information regarding the documents necessary to prove eligibility for redress programs provided for in this AGREEMENT, as defined in this AGREEMENT.

XI. Performance, organization or promotion, as an ATI, demonstrations or acts of a political nature related to the COLLAPSE and this AGREEMENT, without affecting individual freedom of expression and meeting.

Clause 29. The actions carried out by the ATIs will be subject to accounting, financial and finalistic auditing.

Paragraph one. The audit will be carried out by a legal entity to be chosen through an objective and public procedure in the form of the Reference Instrument provided for in Appendix 6.2 - Reference Instrument, being certain that it must:

I. To be external and independent in relation to the Justice Institutions, the PROMISEE, the FUNDAÇÃO RENOVA, the SHAREHOLDERS and their RELATED PARTIES.

II. To be legally qualified in the Regional Accounting Council, acting according to the rules of the accounting sciences.

III. Have acted as an external auditor for at least five (5) years.

IV. Have proven experience working with third sector entities.

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V. To be independent in relation to the entities that will perform the advisory/technical assistance service.

Paragraph two. For accounting and financial audit purposes, the ATIs shall forward, within fifteen (15) business days from the end of each quarter, the activity plans and deliveries for the period and their accountability to the legal entity responsible for the audit, which shall issue an opinion and respective statement within thirty (30) calendar days, forwarding them to the respective ATIs and to GOVERNANCE.

Paragraph Three. If there is any disallowance in the rendering of accounts or non-conformity, the ATIs shall immediately justify or correct the disallowance, within ten (10) business days. In the event that the justification is not accepted, the ATIs must proceed with the correction or submit a correction proposal containing deadlines and responsibilities. Once the disallowance has been satisfied or the non-conformity has been corrected, the accounts or reports presented will be approved.

Paragraph four. If the technical audit, after the ATI's statement, concludes the lack of proof of a certain expense persists, it will be disregarded, and the respective amount must be deducted from the budget for the subsequent period.

Paragraph Five. If the technical audit points to any irregularity in the provision of ATI's activities or the non-compliance with the requirements and purpose established in this AGREEMENT, ATI's performance will be terminated without prejudice to the legal and contractual penalties applicable to ATI.

Paragraph six. A copy of each audit report issued will be attached to the records of the specific procedure for judicial monitoring of compliance with this AGREEMENT and will be available for consultation by any interested party. The results of the audit of the ATI's activities will be made known to the respective communities in which each ATI operates, ensuring the monitoring of the activities carried out by the ATIs and the centrality of the affected person in the redress process.

Clause 30. In cases of irregularities in the final performance, the GOVERNANCE will recommend means and deadline for the ATI to promote the respective correction, under penalty of disallowance and/or restitution of the amounts related to the activities considered outside the scope of the ATI.

Paragraph one. Irregularities will be investigated through an objective procedure carried out by GOVERNANCE, ensuring the ATIs the rights to an adversarial proceeding and right to be heard.

Paragraph two. Irregularities and misappropriation of resources for purposes unrelated to the purpose of the work plan will result in the dismissal of ATI, without prejudice to the adoption of the appropriate legal measures, including criminal ones, and the obligation of ATI to return the diverted amounts or used irregularly, ensuring the right to an adversarial proceeding and right to be heard.

Clause 31. There will not be, for any reason, a relationship of contracting, bound, or subordination between the GOVERNANCE or entities eventually contracted by it and the FUNDAÇÃO RENOVA, the PROMISEE, the SHAREHOLDERS and their RELATED PARTIES and the ATIs, which will carry out their work autonomously and independently, in compliance with the terms and limits established by this Agreement.

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Sole Paragraph. GOVERNANCE will not be responsible for any labor, tax or social security liabilities related to the rendering of services and/or management of the ATIs.

Clause 32. The affected community will have the prerogative to monitor the activities of ATI with regard to the fulfillment of the goals and purposes and the technical service to the community, immediately informing the Justice Institutions, the GOVERNANCE and the Federal Council for Social Participation of the Doce River Basin whenever it verifies irregularities in the fulfillment of the purposes set forth in this Agreement.

Clause 33. The Federal Public Administration, the Public Administration of the States of Minas Gerais and Espírito Santo, the Public Prosecutor's Offices, the Public Defender's Offices, the PROMISEE, the FUNDAÇÃO RENOVA, the SHAREHOLDERS and their RELATED PARTIES, as well as their representatives, are not responsible for any acts or obligations, lawful or illegal, related to the activities of the ATIs.

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ANNEX 7 – STRENGTHENING OF THE UNIFIED SOCIAL ASSISTANCE SYSTEM

Clause 1. The actions to strengthen the Unified Social Assistance System (SUAS) will be implemented in the form of this ANNEX.

Sole Paragraph. The deposit will have a compensatory nature due to the impacts and damages to the Unified Social Assistance System (SUAS).

Clause 2. For the performance of the actions referred to in this ANNEX, the PROMISEE and/or FUNDAÇÃO RENOVA undertake to allocate the total amount of six hundred forty million reais (BRL 640,000,000.00) according to ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY, as follows:

I. BRL 32,000,000.00 (thirty-two million reais) to the State Social Assistance Fund (FEAS) of the STATE OF MINAS GERAIS.

II. BRL 32,000,000.00 (thirty-two million reais) to the State Social Assistance Fund (FEAS) of the STATE OF ESPÍRITO SANTO.

III. BRL 64,000,000.00 (sixty-four million reais) to the federal financial institution, as provided for in Chapter IV of the GENERAL CONDITIONS of this AGREEMENT, to carry out management, technical support and training actions.

IV. BRL 512,000,000.00 (five hundred twelve million reais) to the federal financial institution, for distribution to the municipalities listed in ANNEX 15 – MUNICIPAL INITIATIVES, according to specific criteria to be defined by the FEDERAL GOVERNMENT and discussed through the collective management bodies of the Unified Social Assistance System (SUAS).

Sole Paragraph. In the case of item IV, the federal financial institution will transfer the amounts to the National Social Assistance Fund (FNAS), upon request of the FEDERAL GOVERNMENT.

Clause 3. The guidelines for the action to strengthen the Unified Social Assistance System (SUAS) are:

I. Compliance with the standards and technical guidelines in force in the Unified Social Assistance System (SUAS).

II. Shared management and technical cooperation between the FEDERAL GOVERNMENT, THE STATE OF MINAS GERAIS, THE STATE OF ESPÍRITO SANTO and the Municipalities contemplated in this SETTLEMENT, through the collegiate instances of the Unified Social Assistance System (SUAS).

III. Comprehensiveness of social protection offers.

IV. Integration with the socioeconomic inclusion and income transfer actions provided for in this AGREEMENT, and monitoring of the families served in these actions.

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V. Broad transparency in the actions carried out, and in the application, and accountability of the resources received by the entities.

VI. Promotion of social participation in the development of actions.

VII. Mandatory participation of the Social Assistance Councils, instances of social control of the Unified Social Assistance System (SUAS), in the approval of plans, actions, and accountability.

Clause 4. The PARTIES undertake to disclose the actions referred to in this ANNEX on the Single Portal of this AGREEMENT, under the terms of ANNEX 21 – COMMUNICATION AND TRANSPARENCY.

Clause 5. There shall be no liability of the FUNDAÇÃO RENOVA, the PROMISEE and/or the SHAREHOLDERS and their RELATED PARTIES (AGREEMENT in Clause 94, first paragraph of the GENERAL CONDITIONS of this AGREEMENT) in relation to the decisions to allocate resources provided for in this ANNEX, nor any commitment or obligation to make new contributions of amounts to any of the shares of the PROMISEE(S).

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ANNEX 8 – HEALTH

CHAPTER I

SCOPE AND PURPOSE

Clause 1. The PROMISEE and/or FUNDAÇÃO RENOVA undertake to pay the amount of BRL 12,000,000,000.00 (twelve billion reais), as compensation for any damages and negative impacts on the collective health of the population of the municipalities listed in ANNEX 15 – MUNICIPAL INITIATIVES for the collapse of the Fundão Dam, located in Mariana/MG, estimated by the GOVERNMENT until the date of signature of this SETTLEMENT. The amount established will finance compensation to be made in the form of strengthening the Unified Health System (SUS), consisting of measures to be adopted according to the solutions and technical adjustments defined for each situation, according to the direction of each sphere of government, in compliance with the constitutional and infra-constitutional norms that govern the Unified Health System (SUS). and in the manner established in this ANNEX and its Appendixes.

Paragraph one. The amount established in this ANNEX has a compensatory nature and results from the analysis estimated by the GOVERNMENT, to be converted into measures to strengthen the Unified Health System (SUS) that benefit the municipalities listed in ANNEX 15 – MUNICIPAL INITIATIVES.

Paragraph two. The amount established in the *heading* will be paid by the PROMISEE and/or the FUNDAÇÃO RENOVA according to ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY.

Clause 2. There shall be no liability of the FUNDAÇÃO RENOVA, the PROMISEE and/or the SHAREHOLDERS and their RELATED PARTIES (defined in Clause 94, first paragraph of the GENERAL CONDITIONS of this SETTLEMENT) in relation to the decisions of the PROMISORS and municipalities for the allocation of the funds provided for in this ANNEX, nor any commitment or obligation to make new contributions of amounts to any of the actions of the PROMISEE(S) with funds in this ANNEX.

Clause 3. The PARTIES acknowledge this instrument is structured according to the factual framework known at the time it is executed, which determines the impact of the compensatory measures in the current circumstantial context.

Clause 4. There will be no new estimate or revision of the amount contained in Clause 1, subject to the monetary adjustment, as established in the GENERAL CONDITIONS of this AGREEMENT.

Clause 5. The assumption of the obligations set forth in this ANNEX by the PROMISEE and/or FUNDAÇÃO RENOVA does not entail the acknowledgment by itself and/or by the SHAREHOLDERS and/or its RELATED PARTIES, as to the existence and/or any liability in relation to any individual and collective damages of any nature dealt with in this ANNEX.

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CHAPTER II

INSTRUMENTALIZATION OF COMPENSATION FOR ANY DAMAGES AND IMPACTS ON HEALTH

Clause 6. Compensation for any damage and impacts on the health of the population to be served will be carried out within the scope of the Unified Health System (SUS), strengthening health surveillance, promotion, protection, recovery and health care actions and services, to be carried out by the federated entities.

Clause 7. The federated entities will constitute a Special Health Program – Doce River for carrying out health actions aimed at the population of the municipalities listed in ANNEX 15 – MUNICIPAL INITIATIVES, according to the Memorandum of Understanding signed between the federated entities (Appendix 8.1).

Clause 8. The governance of the Special Health Program – Doce River will be established according to Appendix 8.2.

Clause 9. The amount paid as compensation for the constitution of the Special Health Program – Doce River, established in Clause 1 of this ANNEX, will have the following destination:

I. The amount of three billion six hundred million reais (BRL 3,600,000,000.00), corresponding to 30% (thirty percent) of the amount provided for in Clause 1 of this ANNEX, will be used to fund policies and actions under the direct competence of the Ministry of Health, the STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO, the municipalities listed in ANNEX 15 – MUNICIPAL INITIATIVES and the Fundação Oswaldo Cruz (Fiocruz), as set forth below:

a. The amount of eight hundred fifteen million eight hundred thousand reais (BRL 815,800,000.00) will be used to fund policies and actions under the competence and direct performance by the Ministry of Health for the application, strengthening and development of health actions and projects in health surveillance and care, as well as in indigenous health policy in the territory of the municipalities listed in ANNEX 15 – MUNICIPAL INITIATIVES, to be deposited in a federal financial institution, as provided for in Chapter IV of the GENERAL CONDITIONS of this AGREEMENT.

1. The Technical Chamber of the Special Health Program – Doce River, within sixty (60) days after the JUDICIAL RATIFICATION of this AGREEMENT, will have to prepare and propose guidelines and orientations for the preparation of action plans for the execution of funds by the Federal Government.

2. The guidelines referred to in subparagraph a, item 1, above will be agreed upon by the Special Tripartite Committee (CET) provided for in Appendix 8.2, within sixty (60) days after the conclusion of the provisions of subparagraph a, item 1.

3. The action plans will be included in the Annual Management Report (RAG) for evaluation and approval by the respective instances of agreement of the Unified Health System (SUS), that is, the National Health Council.

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b. The amount of BRL 300,200,000.00 (three hundred million two hundred thousand reais) will be allocated to the Fundação Oswaldo Cruz (Fiocruz), through its support foundation, Fundação para o Desenvolvimento Científico e Tecnológico em Saúde (FIOTEC), for analysis of the health situation and demands of the populations of the municipalities listed in ANNEX 15 – MUNICIPAL INITIATIVES, to be deposited in a federal financial institution, as provided in Chapter IV of the GENERAL CONDITIONS of this AGREEMENT.

c. The amount of BRL 424,000,000.00 (four hundred twenty-four million reais) will be used to fund policies and actions under the competence and direct execution of the STATE OF MINAS GERAIS for application in health in the municipalities listed in ANNEX 15 – MUNICIPAL INITIATIVES, to be deposited in an escrow account to be indicated by the STATE OF MINAS GERAIS.

d. The amount of BRL 260,000,000.00 (two hundred sixty million reais) will be used to fund policies and actions under the competence and direct execution of the STATE OF ESPÍRITO SANTO for application in health in the municipalities listed in ANNEX 15 – MUNICIPAL INITIATIVES, to be deposited in a linked account to be indicated by the STATE OF ESPÍRITO SANTO.

e. The funds to be used by the STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO will follow the procedures set forth below.

1. The Technical Chamber of the Special Health Program – Doce River, within sixty (60) days after the JUDICIAL RATIFICATION of this AGREEMENT, will have to prepare and propose guidelines and orientations for the preparation of action plans for the execution of funds by the States.

2. The guidelines referred to in subparagraph e, item 1, above shall be agreed upon by the Special Tripartite Committee (CET), provided for in Appendix 8.2, within sixty (60) days after the conclusion of the provisions of subparagraph e, item 1.

3. The action plans will be included in the Annual Management Report (RAG) for evaluation and approval by the respective instances of agreement of the Unified Health System (SUS), that is, the State Health Council.

f. The amount of one billion eight hundred million reais (BRL 1,800,000,000.00), corresponding to fifty percent (50%) of the *heading* of item I of this Clause, will be used to fund policies and actions of competence and direct performance by the municipalities listed in ANNEX 15 – MUNICIPAL INITIATIVES, for public health actions and services in their territories, to be deposited in a federal financial institution, as provided for in Chapter IV of the GENERAL CONDITIONS of this AGREEMENT.

1. The Technical Chamber of the Special Health Program – Doce River, within sixty (60) days after the JUDICIAL RATIFICATION of this SETTLEMENT, will have to prepare and propose guidelines and guidelines for the preparation of action plans for the implementation of the funds by the municipalities listed in ANNEX 15 – MUNICIPAL INITIATIVES.

2. The guidelines referred to in item f, item 1, shall be agreed upon by the Special Tripartite Committee (CET), provided for in Appendix 8.2, within sixty (60) days after the conclusion of the provisions of item f, item 1.

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3. The action plans will be included in the Annual Management Reports (RAG) for evaluation and approval by the respective instances of agreement of the Unified Health System (SUS), that is, Municipal Health Councils.

4. Once the steps indicated in item f, items 1 and 2 have been completed, the Ministry of Health shall transfer the amount due to each municipality listed in ANNEX 15 – MUNICIPAL INITIATIVES through the due instrument, under the terms of the applicable Brazilian legislation.

II. The amount of eight billion four hundred million reais (BRL 8,400,000,000.00), corresponding to seventy percent (70%) of the amount provided for in Clause 1 of this ANNEX, will be allocated to the constitution of perpetual patrimonial fund, for the performance of actions to strengthen and improve the health conditions of the municipalities listed in ANNEX 15 – MUNICIPAL INITIATIVES, as well as actions under Federal and State authorities and direct performance in the referred municipalities, observing, as applicable, the provisions of Law No. 13,800, of 4 of January of 2019, to be deposited in a federal financial institution, as provided for in Chapter IV of the GENERAL CONDITIONS of this AGREEMENT.

a. For the first cycle of the Program, which will last for four (4) years from the JUDICIAL RATIFICATION of this AGREEMENT, the income from the perpetual fund, in the respective period, will be divided among the federated entities, according to the values defined in Appendix 8.3 and performed according to action plans that will follow the guidelines and orientations agreed upon in the Special Tripartite Committee (CET).

b. During the first cycle of the Program, municipalities will be assured the annual allocation of at least fifty percent (50%) of the income from the value of the perpetual fund.

c. The apportionment among the municipalities listed in ANNEX 15 – MUNICIPAL INITIATIVES, whether of the immediate transfer referred to in item I, paragraph f, of this Clause 9, or the income, shall observe the criteria detailed in Appendix 8.3.

d. For subsequent cycles, the division of the funds will be detailed through a technical diagnosis based on the analysis of the health situation of the population in the municipalities listed in ANNEX 15 – MUNICIPAL INITIATIVES, and may be subject to changes based on a proposal made by the Technical Chamber referred to in Appendix 8.2 and an agreement in the Special Tripartite Committee (CET), guaranteed to the municipalities listed in ANNEX 15 – MUNICIPAL INITIATIVES the allocation of at least 50% (fifty percent) of the income.

Paragraph one. The financial management of the patrimonial fund will be the responsibility of an official financial institution to be selected by the FEDERAL GOVERNMENT and will be guided by the principle of real preservation of the principal amount, as provided for in Chapter IV of the GENERAL CONDITIONS of this AGREEMENT.

Paragraph two. The amount provided for in item I of this Clause shall be applied in public health actions and services, preferably in actions of assistance, surveillance and promotion of health for the population.

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Paragraph Three. Considering the simultaneous need to carry out the immediate actions provided for in item I of this Clause and the constitution of the perpetual fund provided for in item II of this Clause, the financial payment will take place at 50% (fifty percent) for each of items I and II of this Clause, considering the global amount provided for in Clause 1 of this ANNEX.

Paragraph four. Subject to ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY, after the full receipt of the amounts provided for the actions detailed in item I of this Clause, the remainder of the funds provided for in this ANNEX will be fully allocated to the perpetual fund provided for in item II of this Clause.

Clause 10. Equitable service will be ensured to indigenous populations, "quilombolas" and other traditional people and communities present in the regions of the municipalities listed in ANNEX 15 – MUNICIPAL INITIATIVES, for the development of health actions, respecting their socio-cultural characteristics.

Sole Paragraph. The service referred to in the *heading* to indigenous populations, "quilombolas" and other traditional people and communities does not imply recognition by the PROMISEE, the SHAREHOLDERS and/or their RELATED PARTIES and/or FUNDAÇÃO RENOVA of the existence of damage and/or causal link with the COLLAPSE for the communities present in the regions of the municipalities of ANNEX 15 – MUNICIPAL INITIATIVES.

Clause 11. The studies and analyses provided for in Clause 9, item I, paragraph b, of this ANNEX shall have the purpose of assisting the GOVERNMENT in the planning and allocation of compensatory funds.

Clause 12. The funds received by the beneficiary federated entities in this ANNEX shall be mandatorily applied in public health actions and services, subject to the provisions of article 4 of Complementary Law No. 141, of January 13, 2012, and should not be accounted for the purposes provided for in article 198, paragraph 2, of the Brazilian Constitution.

Clause 13. The use and control of the management of financial resources shall observe the governance model of the Unified Health System (SUS), with the regular participation of the Health Councils, under the terms of article 1, paragraph 2, of Law No. 8,142, of 28
December 1990.

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ANNEX 9 – BASIC SANITATION

Clause 1. This ANNEX is intended to regulate the application of funds in basic sanitation actions.

Clause 2. eleven billion reais (BRL 11,000,000,000.00) will be allocated to the performance of the actions defined in this ANNEX, of which seven billion five hundred forty million reais (BRL 7,540,000,000.00) will be allocated to the STATE OF MINAS GERAIS and three billion four hundred sixty million reais (BRL 3,460,000,000.00) will be allocated to the STATE OF ESPÍRITO SANTO.

Paragraph one. The amount indicated in the *heading* will be paid according to ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY.

Paragraph two. The STATE OF MINAS GERAIS hereby appoints Banco de Desenvolvimento de Minas Gerais S.A. (BDMG) as its agent to receive, store and financially manage the amounts referred to in this ANNEX, such financial institution shall open a specific bank account for such destination and the STATE OF MINAS GERAIS to indicate it to the PROMISEE, within fifteen (15) days from the JUDICIAL RATIFICATION of this AGREEMENT.

Paragraph Three. The STATE OF ESPÍRITO SANTO hereby appoints the Development Bank of the State of Espírito Santo (BANDES) as its agent to receive, store and financially manage the amounts referred to in this ANNEX, this financial institution shall open a specific bank account for such destination and the STATE OF ESPÍRITO SANTO to indicate it to the PROMISEE, within fifteen (15) days of the JUDICIAL RATIFICATION of this AGREEMENT.

Paragraph four. There shall be no liability of the FUNDAÇÃO RENOVA, the PROMISEE and/or the SHAREHOLDERS and/or their RELATED PARTIES (defined in Clause 94, first paragraph of the GENERAL CONDITIONS of this AGREEMENT) in relation to the decisions of the STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO for the allocation of the funds provided for in this ANNEX, nor any commitment or obligation to make new contributions of amounts to any of the actions with funds in this ANNEX.

Paragraph Five. The state financial institutions designated in the second and third paragraphs shall agree to their respective appointment, by means of a proper instrument approved by the relevant ADVISORY COMMITTEE, undertaking to comply with all the terms and conditions set forth in this ANNEX, and employing, in the execution of the mandate hereby granted, the same diligence they would employ in the management of their own affairs.

Sixth Paragraph. In the event of impossibility, unfeasibility, failure or any frustration of the performance of any of the state financial institutions designated in the first and second paragraphs, the relevant state shall appoint another financial institution in its place. In this case, the relevant state will also inform the PROMISEE of the change, together with the information for deposit of the relevant amounts of the following installments as provided for in ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY. The absence of indication of this change by the state to the PROMISEE will not result in a new payment of any installment that is deposited in the previous financial institution, and the relevant state must take steps to ensure the funds are transferred to the new institution, at no cost to the PROMISEE.

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Clause 3. The JUDICIAL APPROVAL of this AGREEMENT results in the extinction of the Water Supply Systems Improvement Program (PG 32) and the Sanitary Sewage and Solid Waste Program (PG 31), provided for in Clauses 169 to 171 of the TTAC, extinguished by this AGREEMENT as well as in the extinction of Priority Axis 9 and relevant expertise and related and/or attached procedural incidents, and/or related obligations, subject to the obligations set forth in ANNEX 19 – TRANSITION AND TERMINATION OF PROGRAMS, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND ITS CONSEQUENCES.

Clause 4. The funds of this ANNEX, in addition to the deposits referred to in Clause 2, are the result of financial investments made with the funds of the relevant escrow accounts, the reversal of the funds not yet invested, contained in the referred accounts, and relevant earnings.

Paragraph one. The deposited financial resources must be invested by financial institutions in low-risk instruments, in federal government bonds, until they are used according to their purpose.

Paragraph two. Full transparency must be given to the funds allocated to the account referred to in the *heading*, as well as to all the documentation used for the release and payment of contractual expenses.

Paragraph Three. In order to comply with the full transparency provided for in *the heading*, the recipients/beneficiaries of the funds in this ANNEX must use all legitimate means and instruments at their disposal, and it is mandatory to have an updated disclosure on official websites of the world wide web (internet), without prejudice to the consolidated disclosure of the actions by the respective STATE OF MINAS GERAIS and STATE OF ESPÍRITO SANTO in the Single Portal of this AGREEMENT, as per ANNEX 21 – COMMUNICATION AND TRANSPARENCY.

Paragraph four. The financial institution will give access to all information related to the use of the funds allocated to the account referred to in the *heading* when required by the respective ADVISORY COMMITTEE or by the control bodies.

Clause 5. The funds in this ANNEX will be managed by an advisory committee of the STATE OF MINAS GERAIS account and an advisory committee of the ESTADO DO ESPÍRITO SANTO account (individually referred to as "ADVISORY COMMITTEE" and, jointly, "ADVISORY COMMITTEES").

Clause 6. The ADVISORY COMMITTEES will be composed of two (2) representatives of the respective STATE OF MINAS GERAIS or STATE OF ESÍRITO SANTO and two (2) representatives of the FEDERAL GOVERNMENT, so as the representatives of the FEDERAL GOVERNMENT shall be one from the Special Department of the Investment Partnerships Program and the other from the Ministry of Cities.

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Paragraph one. The executive department will be carried out by the relevant STATE OF MINAS GERAIS or STATE OF ESPÍRITO SANTO.

Paragraph two. The duties of the ADVISORY COMMITTEES are:

I. Strive for the implementation of the guidelines established in this AGREEMENT.

II. Propose the allocation of funds made available for basic sanitation, primarily for structuring and contributions to concession projects or Public-Private Partnerships (PPP) and, exceptionally, for the execution of works by the GOVERNMENT.

III. Prospect and select projects that can be supported for the development of concession projects, PPPs and for the performance of construction works by the GOVERNMENT.

IV. Establish the amount to be allocated to each project.

V. Issue complementary acts for the implementation of the guidelines.

VI. Report to the Federal Prosecutor's Office and the respective State Prosecutor's Office, if deviations are identified.

VII. Monitor the activities developed and evaluate the results obtained.

VIII. Decide on cases of omission.

Paragraph Three. The STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO will be responsible for supervising the performance of the supported projects in their respective territorial boundaries.

Paragraph four. There will be no liability of the FUNDAÇÃO RENOVA, the PROMISEE and/or the SHAREHOLDERS and/or their RELATED PARTIES in relation to the allocation of the funds defined in this ANNEX or any other related topic, whose decision will be the sole and exclusive responsibility of the ADVISORY COMMITTEES.

Clause 7. The financial institutions appointed by the STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO for the financial management of the funds, according to Clause 2, second and third paragraphs, shall have the following duties:

I. Manage and dispose of the assets in accordance with the guidelines set forth in this AGREEMENT and issued by the relevant ADVISORY COMMITTEE.

II. Submit to the relevant ADVISORY COMMITTEE, for its approval, semiannual information on the application and annual report on the use of proceeds.

III. Hire independent auditors and ensure they submit, annually, an opinion on the financial statements of the use of proceeds.

Paragraph one. The remuneration and expenses of the indicated financial institutions related to the management services of the funds of this ANNEX, shall be established in a proper instrument, approved by the relevant ADVISORY COMMITTEE and shall be deducted from the totality of funds allocated in this ANNEX.

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Paragraph two. The costs arising from the activities of the financial institutions selected for the management of the funds under the terms of this ANNEX already make up the total amount established in Clause 2, and must be considered in the approval of the projects to be financed by the funds of this ANNEX and deducted from the amount allocated to each state.

Clause 8. The use of the proceeds in this ANNEX shall be directed to support the universalization of basic sanitation in the municipalities belonging to the Doce River Basin in the STATE OF MINAS GERAIS and in the STATE OF ESPÍRITO SANTO, and the north coast of the STATE OF ESPÍRITO SANTO and Anchieta/ES, according to Appendix 9.1, through the funding of studies for the structuring of concession and PPP projects, planning instruments, as well as public contributions in the aforementioned concession and PPP agreements, in addition to transfers to the holders of the services to carry out public works.

Sole Paragraph. In the case of regional arrangements extend beyond the Doce River Basin in the STATE OF MINAS GERAIS and in the STATE OF ESPÍRITO SANTO, and the north coast of the STATE OF ESPÍRITO SANTO and Anchieta/ES, the contributions in the referred concession and PPP agreements, referred to in the *heading*, will be limited to the amount of investments necessary for the universalization of sanitation in the municipalities part of the Doce River Basin in the STATE OF MINAS GERAIS and in the STATE OF ESPÍRITO SANTO, and the north coast of the STATE OF ESPÍRITO SANTO and Anchieta/ES.

Clause 9. The use of proceeds in this ANNEX will consider the following guidelines:

I. Search for maximum efficiency in the application of funds in order to leverage investments.

II. Exclusive destination for drinking water supply, sanitary sewage, urban solid waste management and macro-drainage projects.

III. Inclusion of regionalized provision, if any, including organized in the form of intermunicipal public consortia or other forms of regional arrangements.

IV. Seeking tariff moderation throughout the implementation of projects, including exploitation of ancillary activities.

V. Inclusion of any concessions solely for compensation for assets not amortized by current providers, observing the methodology established by the National Water and Sanitation Agency (ANA).

Clause 10. All structures built with resources indicated in this ANNEX shall be part of the assets of the holders of public sanitation services and shall be maintained by them.

Clause 11. The actions referred to in this ANNEX must comply with the regionalization established by the respective state government, as provided for by Law No. 11,445, of 5 January 2007, and Decree No. 11,599, of 12 July 2023.

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Clause 12. The operationalization and formulation of concession projects or PPPs will be coordinated by the relevant state governments, in cooperation with the Special Department of the Investment Partnerships Program of the Federal Government (SEPPI) and the Ministry of Cities, and carried out by the federal project structuring entities, in compliance with the guidelines given by the ADVISORY COMMITTEE and the contracting by the state governments, through cooperation agreements with the granting authority.

Paragraph one. The federal project structuring entities referred to in Clause 12 above are those of the National Bank for Economic and Social Development (BNDES) and the Support Fund for the Structuring of Concession and PPP Projects (FEP Caixa), provided for Law No. 13,529, of 4 December 2017.

Paragraph two. Other project structuring entities should be used, as long as they are contracted by the Support Fund for the Structuring of Concession and PPP Projects (FEP Caixa), as provided for in Law No. 13,529/2017, subject to the guarantee of quality and exemption of structured projects.

Clause 13. In the structuring of concessions or PPPs, the Federal Government, through the Interministerial Committee on Basic Sanitation (CISB), as a reference block, should recognize the regionalization proposals presented by the state governments to the relevant state legislative assemblies that serve the municipalities covered by this ANNEX, according to Clause 8 and its sole paragraph.

Clause 14. The use of the deposited funds must be carried out in order to support the fulfillment of the goals of universalization of basic sanitation established in Law No. 11,445/2007, as follows:

I. Achievement of ninety-nine percent (99%) of the population served with a water supply system and ninety percent (90%) with sewage collection and treatment services.

II. Funding of studies for structuring concession projects and PPPs or sanitation planning instruments.

III. Contributions for the performance of public works or contributions to concession agreements or PPPs.

Clause 15. Contractual instruments may be established with states and municipalities in cases of contributions for the performance of public works.

Clause 16. The contributions of funds to concession agreements or PPPs should be made in order to increase the viability of the projects, increase the chances of universalization in economically less favored areas, promote the social sustainability of the agreements and ensure the pursuit for tariff moderation.

Clause 17. For the use of proceeds provided for in this ANNEX, the legal requirements and guidelines of the new legal framework for basic sanitation must be observed.

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Clause 18. The use of proceeds must observe the following instruments:

I. Municipal or regional basic sanitation plans.

II. The Integrated Water Resources Plan of the Doce River Basin, observing the proposal for the classification of the water bodies of the basin, according to their preponderant uses and the guidelines of the competent subnational regulatory agencies.

III. Technical studies for modelling and concession of sanitation services.

Clause 19. After the approval and determination of the ADVISORY COMMITTEES, the indicated financial institutions, at their expense, shall provide, for each project, the opening of a special escrow account, called “project-specific escrow account”, in the name of the granting authority, with the following specifications: one (1) special bank account in escrow mode, owned by the granting authority, with restricted transaction, to be carried out exclusively by the trustee.

Paragraph one. In the case of public works carried out by the GOVERNMENT, the indicated financial institutions will transfer the funds to the owners of the public works, and, at the discretion of the ADVISORY COMMITTEE, shall analyze the technical and financial feasibility of the engineering projects and monitor the public works, among other obligations to be detailed in a specific term, which activities will be remunerated and provided for in the instrument mentioned in the first paragraph of Clause 7.

Paragraph two. In case of impossibility, failure or any frustration in the application, the remaining funds, including their income, must be returned to the specific account or financial institution indicated by each of the states, as established in the second and third paragraphs of Clause 2, and the relevant ADVISORY COMMITTEE, responsible for the governance of this account, must propose a new destination for the funds.

Paragraph Three. If the hypothesis of the second paragraph of this Clause occurs after the execution of the project agreement, the outstanding funds will be kept in the specific escrow account of the project until the definition of the new destination by the granting authority.

Paragraph four. In the event provided for in the second paragraph, such frustration will not result in harm the settlement granted to the FUNDAÇÃO RENOVA, the PROMISEE, the SHAREHOLDERS and their RELATED PARTIES.

Clause 20. The Doce River Basin Committee should collaborate with the development of the studies necessary for the universalization of sanitation services, as well as monitor the performance of the planned activities.

Clause 21. The ADVISORY COMMITTEES undertake to provide the necessary information to disclose the actions developed in the Single Portal of this AGREEMENT, according to ANNEX 21 – COMMUNICATION AND TRANSPARENCY.

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ANNEX 10 – FISHING

CHAPTER I

GENERAL PROVISIONS

Clause 1. This ANNEX regulates the actions related to fishing regulation in the Doce River Basin, at its mouth and in the coastal and marine region.

Clause 2. The PROMISEE and/or the FUNDAÇÃO RENOVA undertakes to pay the amount of two billion four hundred thirty-nine million four hundred seventy thousand reais (BRL 2,439,470,000.00) for the repair and strengthening of fishing activity, as full socioeconomic and socio-environmental compensation for the impacts of the COLLAPSE on fish and fishing activity in the Doce River Basin, at its mouth and in the coastal and marine region.

Paragraph one. The amount indicated in Clause 2 will be paid in accordance with ANNEX 22 – FINANCIAL DISBURSEMENT SCHEDULE OF THE OBLIGATION TO PAY.

Paragraph two. The funds have the nature of socioeconomic and socio- environmental compensation and will be used by the GOVERNMENT with the following purposes

I. Preparation and/or updating of fishing regulations, in accordance with Law No. 11,959, of 29 June 2009.

II. Development of actions for repair, resumption, strengthening and diversification of aquaculture and fishing activities, covering the entire production chain.

III. Recovery of the biota, resources and fish stocks of the ecosystem as a whole in the Doce River Basin, at its mouth and coastal and marine region.

Clause 3. The fishing regulation actions provided for in this ANNEX will aim to promote the sustainable development of fishing activity in the respective regions, considering the entire history, the COLLAPSE and the current situation of the Doce River Basin, marine and coastal region, without establishing or declaring a causal link with the COLLAPSE.

Clause 4. The actions in this ANNEX do not remove the obligations set forth in ANNEX 16 – ENVIRONMENTAL RECOVERY PLAN and ANNEX 19 – TRANSITION AND TERMINATION OF PROGRAMS, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND ITS CONSEQUENCES of this AGREEMENT.

Clause 5. In order to achieve the purposes of the second paragraph of Clause 2, the competent public entity(ies) shall adopt fishing regulation measures in the channel of the Doce River and its floodplain, in accordance with the applicable legislation, including rules for the control of exotic species and resting of fisheries of native species, based on monitoring data, at the discretion of the competent entity.

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Paragraph one. The STATE OF MINAS GERAIS will publish acts, with the above-mentioned rules of fishing planning, within one hundred eighty (180) days after the JUDICIAL RATIFICATION of this AGREEMENT.

Paragraph two. Fishing regulation will be carried out in coordinated and coherent manner for the integrated protection of the biodiversity of the Doce River.

Paragraph Three. The exclusive competency of the FEDERAL GOVERNMENT for the definition of the legal system referred to in this Clause shall be respected.

Paragraph four. IEF Ordinance No. 40, of 11 May 2017 becomes ineffective on the publication of the fishing regulation mentioned in this Clause.

Paragraph Five. Any failure to comply with the deadlines provided for in this Clause, except for reasons beyond the scope of state public agencies, could lead to the judicial enforcement of the obligation provided for in paragraph four, regardless of the publication of the fishing regulation.

Clause 6. In order to achieve the purposes of the second paragraph of Clause 2, specific fishing regulation measures will be adopted at the mouth of the Doce River, in the coastal and marine area, by the FEDERAL GOVERNMENT, in accordance with the applicable legislation.

Paragraph one. By means of the JUDICIAL RATIFICATION of this AGREEMENT, the PARTIES agree to the extinction of action No. 0002571-13.2016.4.02.5004 (new number 1051315-96.2021.4.01.3800), with resolution of the merits, pursuant to article 487, item III, subitem 'b', of Law No. 13,105, of 16 March 2015 (Code of Civil Procedure).

Paragraph two. The prohibition of fishing, except for that intended for scientific research, and regardless of the recognition of a causal link with the COLLAPSE, will remain in force for up to two (2) years from the execution of this AGREEMENT, in the area between the region of Barra do Riacho, in Aracruz/ES, to Degredo/Ipiranguinha, in Linhares/ES, within twenty (20) meters of depth, encompassing these geographical coordinates: North limit: 19º17'S 39º41'W South limit: 19º49'50"S 40º3'28".

Paragraph Three. During the same period up to two (2) years, the FEDERAL GOVERNMENT, through the Ministry of Fishing and Aquaculture (MPA) and the Ministry of Environment and Climate Change (MMA), will issue norms and other management strategies for the fishing resources for the mouth of the Doce River and coastal and marine areas, respecting the authority of the National Health Surveillance Agency (ANVISA) and the Ministry of Health (MS) with regard to the risks of fish consumption for human health, as well as the Ministry of Agriculture and Livestock in relation to food safety.

Paragraph four. By means of the publication of the fishing regulation rules referred to in the third paragraph, the restriction contained in the second paragraph of this Clause shall immediately lose effect.

Paragraph Five. If the fishing regulation rules referred to in the third paragraph are not published, the restriction provided for in the second paragraph will be automatically terminated and will not be effective.

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Sixth Paragraph. By means of the extinction of lawsuit No. 0002571-13.2016.4.02.5004 (new number 1051315-96.2021.4.01.3800) and the removal of all legal measures issued in the aforementioned lawsuit, ANVISA Resolution No. 989/2016 will immediately lose effect.

Seventh Paragraph. Fishing regulation will be discussed with the fishing regulation forum that involves the FEDERAL GOVERNMENT, the STATE OF ESPÍRITO SANTO, the fishing sector and the Permanent Management Committee.

Paragraph Eight. The regulation shall include measures in relation to shrimp trawling, considering the dialogue mentioned in paragraph seven, based on the areas of occurrence of shrimp, the areas of operation of the shrimp fleet and monitoring data, among others, at the discretion of the competent entity.

Ninth Paragraph. The fisheries to be included in the planning are those using the following fishing gear: trawlers, gills, lines and hooks, and traps. Fisheries targeting tuna and tuna species, and other species considered pelagic and migratory, will not be included.

Tenth Paragraph. The PUBLIC GOVERNMENT, based on monitoring data, will periodically reassess the measures necessary for the continuous recovery of biodiversity and fish stocks in the area of the mouth of the Doce River and in the coastal and marine region, including to allocate the resources of this AGREEMENT.

Clause 7. The regulation measures provided for in this ANNEX will be discussed with representatives of fishermen in the Doce River Basin region, in the area of the mouth of the Doce River and in the coastal and marine region, and governance forums.

Sole Paragraph. Fishing regulation must consider the peculiarities and needs of artisanal, subsistence and family aquaculture fishermen, in order to ensure their permanence and continuity.

Clause 8. For the purposes of this AGREEMENT, the artisanal professional fisherman, prevented from exercising the fishing activity in the region of the Doce River Basin, mouth and coast, by virtue of the COLLAPSE, provided that they have not carried out another activity of mandatory affiliation, and considering the reimbursement of social security contributions to be made in the form of ANNEX 20 – REIMBURSEMENT TO SOCIAL SECURITY, maintains, exceptionally, the quality of special insured, ensuring the counting of the time of activity of artisanal professional fishing for all social security purposes.

Paragraph one. The time count of artisanal professional fishing activity mentioned in the *heading* includes, exclusively, the period from 5 November, 2015 until the date of JUDICIAL RATIFICATION of this AGREEMENT or the beginning of another activity remunerated by the insured, whichever is lower.

Paragraph two. After the period of exceptional recognition of the status of special insured provided for in the first paragraph, the maintenance of the status of insured covered by this ANNEX will follow the rules provided for in article 15 of Law No. 8,213, of 24 July 1991.

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Paragraph Three. The amount of reimbursement of social security contributions unpaid to the FEDERAL GOVERNMENT by fishermen covered in the *heading* is governed in ANNEX 20 – REIMBURSEMENT TO SOCIAL SECURITY.

Paragraph four. The counting of the time of activity of artisanal fisherman provided for in the *heading* will be considered exclusively for the purposes of the benefits paid to special insured persons provided for in article 39 of Law No. 8,213/1991, since this is an exceptional situation in which they will be granted the condition of special insured even without having effectively carried out the activities provided for in item VII of article 11 of Law No. 8,213/1991.

Paragraph Five. Deceased artisanal fishermen, for whom the National Institute of Social Security (INSS) has already paid benefits, will not be covered by these provisions.

Sixth Paragraph. The Ministry of Fishing and Aquaculture (MPA) will prepare the list of fishermen under the same terms established in Clause 16 of ANNEX 4 - INCOME TRANSFER PROGRAM (PTR), to be sent to the National Institute of Social Security (INSS), within ninety (90) days from the JUDICIAL RATIFICATION of this AGREEMENT.

Seventh Paragraph. The final list of fishermen to be eventually benefited from the time count provided for in this Clause will be consolidated by the National Institute of Social Security (INSS) and presented in court by the FEDERAL GOVERNMENT, within ninety (90) days after the submission of the list by the Ministry of Fishing and Aquaculture (MPA).

Paragraph Eight. The deadlines provided for in the sixth and seventh paragraphs of this Clause should be extended if needed, duly justified.

Clause 9. This ANNEX must be attached to the records of lawsuits No. 0000427-16.2017.4.01.3822 and No. 1002062-44.2019.4.01.3822, so that they are promptly dismissed with prejudice.

Clause 10. The fishing regulation does not generate the right to individual or collective compensation, nor any commitment or obligation to make new contributions of amounts to any of the actions of the PROMISORS.

CHAPTER II

RESTRUCTURING PLAN FOR FISHING AND AQUACULTURE MANAGEMENT (PROPESCA)

Clause 11. The Fishing and Aquaculture Management Restructuring Plan (PROPESCA) is a set of actions to be developed by the GOVERNMEMT aiming at promoting the restructuring of the fishing and aquaculture production chains in the area covered by this AGREEMENT, aiming to promote the sustainable development of the fishing and aquaculture sector, ensure the preservation of natural resources and improve the quality of life of the communities involved.

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Clause 12. The amount established in Clause 2 of this ANNEX will be applied to the implementation of the Fishing and Aquaculture Management Restructuring Plan (PROPESCA).

Paragraph one. PROPESCA will be detailed within one hundred eighty (180) days from the execution of this AGREEMENT, contemplating the environmental specificities and of each territory, and can be adapted by the competent federative entities to carry out the actions which fall under their responsibility.

Paragraph two. PROPESCA, at the discretion of the competent federative entities, may be presented and discussed with the fishing sector for due adjustments and implementation.

Clause 13. PROPESCA will contemplate, as a priority, the following lines of action:

I. Communication.

II. Technical Support.

III. Inspection.

IV. Infrastructure.

V. Monitoring, regulating and zoning of fishing.

VI. Research, technical assistance, qualification, fishing extension and promotion.

VII. Stimulation for economic diversification, respecting local and regional specificities.

VIII. Measures to support artisanal fishermen, with the purpose of supporting fishing activity during actions for the sustainable resumption of fishing, at the discretion of the competent public entities.

Clause 14. The actions of PROPESCA will be governed by the FEDERAL GOVERNMENT, the STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO and will have general coordination in charge of the FEDERAL GOVERNMENT, providing for specific actions to be coordinated and implemented by each of the federated entities autonomously.

Clause 15. The amounts indicated in Clause 2 of this ANNEX will be distributed according to the breakdown below:

I. one billion five hundred million reais (BRL 1,500,000,000.00) will be deposited in a perpetual fund, called the Aquaculture and Fishing Restructuring Fund (FRAP), under the responsibility of the FEDERAL GOVERNMENT.

II. four hundred eighty-nine million four hundred seventy thousand reais (BRL 489,470,000.00) shall be deposited in a state escrow account, to support the actions of the STATE OF MINAS GERAIS.

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III. four hundred fifty million reais (BRL 450,000,000.00) will be deposited in a state escrow account, for the formation of the Fund for the Development of Fisheries and Aquaculture (ES-FUNPESCA), to support the actions of the STATE OF ESPÍRITO SANTO

Paragraph one. The earnings from the perpetual trust referred to in item I may be allocated to measures to support fishing and aquaculture, at the discretion of the competent public entities.

Paragraph two. The STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO shall compose, as applicable, within the limits of the competence of the respective states, together with the FEDERAL GOVERNMENT, the governance for decision-making related to the Aquaculture and Fishing Restructuring Fund (FRAP), for the purpose of seeking cohesion in fishing management among the federative entities.

Clause 16. The implementation of PROPESCA and fishing management actions by the GOVERNMENT does not imply recognition, by the PROMISEE and the SHAREHOLDERS, of any liability related to the conditions of the fish and aquatic biodiversity or to the impacts underlying the measures to cope with the impacts of the COLLAPSE.

Clause 17. There will be no liability of the FUNDAÇÃO RENOVA, the PROMISEE, the SHAREHOLDERS and/or their RELATED PARTIES (defined in Clause 94, first paragraph of the GENERAL CONDITIONS of this AGREEMENT) in relation to the decisions to allocate PROPESCA's resources provided for in this ANNEX, nor any commitment or obligation to make new contributions of amounts to any of the actions of the PROMISORS.

CHAPTER III OBLIGATION TO PAY COMPENSATION

Clause 18. Part of the amounts referred to in Clause 15, item II, of this ANNEX, will be allocated to actions of implementation and subsequent maintenance, by the STATE OF MINAS GERAIS, of a full protection conservation unit in the Atlantic Forest biome, in order to contribute to the preservation of the Santo Antônio River and to the recovery of the fish stocks of the Doce River.

Clause 19. There will be no liability of the FUNDAÇÃO RENOVA, the PROMISEE, the SHAREHOLDERS and/or their RELATED PARTIES in relation to the investment decisions/initiatives for the allocation of funds provided for in this ANNEX, nor any commitment or obligation to make new contributions of amounts to any of the actions of the PROMISORS.

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ANNEX 11 – REPARATION OF IMPACTED INFRASTRUCTURES BETWEEN FUNDÃO AND CANDONGA

Clause 1. The PARTIES agree in this ANNEX the procedures for the final reparation for damage and/or indemnifications, of a material nature, of the public and private assets impacted by the COLLAPSE located in the municipalities of Mariana/MG (headquarters and District of Monsenhor Horta), Ponte Nova/MG, Barra Longa/MG, Santana do Deserto/MG, Rio Doce/MG, Santa Cruz do Escalvado/MG, Acaiaca/MG, Linhares/ES and Sooretama/ES. The existing controversies regarding the performance of PG-10 and PG-12, extinguished by this AGREEMENT, as well as those subject to Enforcement of Judgment No. 1000398-10.2020.4.01.3800 ("AXIS 4" – new number 100039810.2020.4.01.3800), Public Civil Action ("CPA") Linhares No. 0017045-06.2015.8.08.0030 (new number 1012064-42.2019.4.01.3800) and CPA Alagamento No. 0008670- 11.2014.8.08.0030, are fully replaced by the obligations set forth herein.

CHAPTER I

PUBLIC ASSETS

Clause 2. The public assets and equipment listed in Appendix 11.1 - Completed Public Assets were repaired by the FUNDAÇÃO RENOVA and/or by the COMMITTED PARTY, in compliance with the terms set forth in Clauses 82 to 88 of the TTAC, extinguished by this SETTLEMENT.

Paragraph one. The repair and/or reconstruction actions of said public assets and equipment will be terminated immediately with the JUDICIAL RATIFICATION of this AGREEMENT.

Paragraph two. The PROMISORS grant to the FUNDAÇÃO RENOVA, the PROMISEE, the SHAREHOLDERS and their RELATED PARTIES (defined in Clause 94, first paragraph of the GENERAL CONDITIONS of this AGREEMENT) full, definitive and irrevocable release in relation to the obligations to repair and/or rebuild such public assets and equipment immediately with the COURT'S RATIFICATION of this AGREEMENT, pursuant to Chapter VIII of the GENERAL CONDITIONS of this AGREEMENT.

Clause 3. With respect to the public assets identified in Appendix 11.2 - Public Assets in Progress, whose repair was initiated by the FUNDAÇÃO RENOVA and uncompleted by the date of signature of this AGREEMENT, it will be the responsibility of the PROMISEE and/or the FUNDAÇÃO RENOVA to complete the repair in the manner indicated in said Appendix for each of the assets.

Clause 4. With respect to the public assets and equipment identified in Appendix 11.3 – Uninitiated Public Assets, whose repair has not been initiated until the date of JUDICIAL RATIFICATION of this AGREEMENT, the PROMISEE and/or the FUNDAÇÃO RENOVA will transfer to the ADHERING MUNICIPALITY responsible for the asset the respective amounts for its repair or reconstruction.

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Paragraph one. The PROMISEE and/or the FUNDAÇÃO RENOVA shall transfer the following resources related to the public assets and equipment mentioned in the *heading* to the executing municipalities:

Municipality	Value
Barra Longa	BRL 140,211.75 (one hundred forty thousand two hundred eleven reais and seventy-five centavos) (updated November/2023)
Barra Longa	BRL 140,488.22 (one hundred forty thousand four hundred eighty-eight reais and twenty-two centavos) (updated August/2024)
Mariana	BRL 15,878,796.74 (fifteen million eight hundred seventy-eight thousand seven hundred ninety-six reais and seventy-four centavos) (updated April/2023)
Mariana	BRL 1,621,203.83 (one million six hundred twenty-one thousand two hundred three reais and eighty-three centavos) (updated November/2023)
Mariana	BRL 7,769,162.70 (seven million seven hundred sixty-nine thousand one hundred sixty-two reais and seventy centavos) (updated August/2024)
Ponte Nova	BRL 607,584.24 (six hundred seven thousand five hundred eighty-four reais and twenty-four centavos) (updated November/2023)
Rio Doce	BRL 490,741.12 (four hundred ninety thousand seven hundred forty-one reais and twelve centavos) (updated November/2023)
Santa Cruz do Escalvado	BRL 280,423.50 (two hundred eighty thousand four hundred twenty- three reais and fifty centavos) (updated November/2023)

Paragraph two. The release in relation to the OBLIGATION TO TRANSFER the funds will occur in the manner provided for in the GENERAL CONDITIONS of this AGREEMENT.

Paragraph Three. Once the OBLIGATION TO TRANSFER has been fulfilled, the obligations of the PROMISEE and/or the FUNDAÇÃO RENOVA related to the final reparation for damage and/or indemnifications, of a material nature, of the public assets impacted by the COLLAPSE, whose works have not begun, located in the municipalities of Mariana/MG (headquarters and District of Monsenhor Horta), Ponte Nova/MG, Barra Longa/MG, Santana do Deserto/MG, Rio Doce/MG, Santa Cruz do Escalvado/MG, Acaiaca/MG, Linhares/ES and Sooretama/ES.

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Paragraph four. In case of disagreement between the municipalities with the amounts provided for in the first paragraph of this Clause and a consensual solution could not be reached with the PROMISEE and/or the FUNDAÇÃO RENOVA, the assets will be excluded from the discharge criteria for the obligations of this Chapter, except for the rights of the municipalities to individually pursue their claims against the PROMISEE and/or the FUNDAÇÃO RENOVA.

Clause 5. For the public assets listed in Appendix 11.3 – Public Assets Not Initiated, the transfer of the amounts corresponding to the respective indemnification to the ADHERING MUNICIPALITY will depend on the prior and unrestricted adherence to this AGREEMENT, observing the form and deadlines established in ANNEX 15 – MUNICIPAL INITIATIVES.

Clause 6. The full release of the repair/reconstruction obligation object of Clause 3 of this ANNEX shall be made in the manner provided for in Chapter VIII of the GENERAL CONDITIONS.

Paragraph one. In order to characterize the termination of the obligations agreed herein, the PROMISEE and/or the FUNDAÇÃO RENOVA must present to the GOVERNANCE the Term of Completion, Delivery and Receipt signed by the respective municipality.

Paragraph two. In the event the Completion, Delivery and Receipt Instrument is not signed by the public entities owning the assets, the PROMISEE and/or the FUNDAÇÃO RENOVA should request the checking of compliance and granting of release to the GOVERNANCE.

Clause 7. There will be no liability of the FUNDAÇÃO RENOVA, the PROMISEE, the SHAREHOLDERS and/or their RELATED PARTIES in relation to the investment decisions/interventions carried out by the ADHERING MUNICIPALITIES with the resources provided for in Clause 4 of this Chapter, nor any commitment or obligation to make new contributions of amounts to any actions of the ADHERING MUNICIPALITIES with resources from this ANNEX.

CHAPTER II

PRIVATE ASSETS UNDER AXIS 4, LINHARES CPA, PG-10 and PG-12

Section I – General Considerations

Clause 8. The PROMISEE and/or the FUNDAÇÃO RENOVA is responsible for the repair of all structures proven to be impacted by the COLLAPSE, which are listed in the exhaustive list of Appendixes 11.4 - Completed Private Assets, 11.5 - Ongoing Private Assets and 11.6 - Uninitiated Private Assets. This list includes: (i) the impacted properties located in the rural area of the area covered by PG-10, extinguished by this AGREEMENT; (ii) the actions of "Restoration of Barra Longa Properties", including listed assets in rural or urban areas, of PG - 12 of the TTAC, extinguished by this AGREEMENT; and (iii) the impacted properties located in the urban area of Barra Longa (backyards).

Section II – Private Assets within the Scope of AXIS 4 and Linhares CPA

Clause 9. The controversies subject to AXIS 4 and Linhares CPA regarding the damages to the infrastructure of certain properties subject to the expert scope of the aforementioned actions were agreed between the PARTIES through the AGREEMENT ratified by the Court of the 4th Federal Civil and Agrarian Court of the Judicial Subsection of Belo Horizonte/MG in a hearing held on 8 February 2023, in the records of AXIS 4.

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Sole Paragraph. The PARTIES fully ratify the agreement entered into and ratified in those records, recognizing the agreement to be valid and effective and declaring that all the obligations specified therein, in all its terms, including the system in performance of the obligations by the FUNDAÇÃO RENOVA and judicially ratified, observing the provisions of the conciliation hearings held on 8 February, 2023, 23 January 2024, 7 March 2024 and 4 April 2024 before the Judge of the 4th Federal Civil and Agrarian Court of the Judicial Subsection of Belo Horizonte.

Clause 10. The release provided for in the aforementioned judicial agreement and its execution system discussed in the hearings held by the Court of the 4th Federal Civil and Agrarian Court of the Judicial Subsection of Belo Horizonte/MG in AXIS 4 on 8 February 2023, 23 January 2024, 7 March 2024, 19 March 2024 and 4 April 2024 is fully ratified by the PROMISORS.

Sole Paragraph. The PROMISEE will fully assume the obligations under the AXIS 4 agreement not concluded by the FUNDAÇÃO RENOVA until its extinction under the terms of the GENERAL CONDITIONS of this AGREEMENT.

Section III – Private Assets within the Scope of PG-10 and PG-12

Clause 11. In relation to infrastructures which are not subject to the expertise of AXIS 4, whose repair works have not started by the date of signature of this AGREEMENT, according to the exhaustive list of Appendix 11.6 – Uninitiated Private Assets, these will be offset through the payment of indemnification to be negotiated directly between the PROMISEE and/or the FUNDAÇÃO RENOVA with the owners.

Paragraph one. The PROMISEE and/or the FUNDAÇÃO RENOVA shall proceed or initiate contact with the owners of the respective properties to enter into an individual agreement within 90 (ninety) days from the COURT'S RATIFICATION of this AGREEMENT, extendable for a single period of thirty 30 (thirty) days.

Paragraph two. In case of disagreement between the owners regarding the proposed values, and if it is not possible to reach a consensual solution with the PROMISEE and/or the FUNDAÇÃO RENOVA, the obligation in relation to that infrastructure will be terminated, with the owners being entitled to individually pursue their claims against the PROMISEE and/or the FUNDAÇÃO RENOVA.

Clause 12. With regard to properties with infrastructure damage whose repair works have already started and are in progress, included in the exhaustive list of Appendix 11.5 – Private Property in Progress, which includes listed properties excluded from AXIS 4 (São José Mother Church, Xavier Hotel, Mr. José Lanna's property, Mr. José Freitas' property and Mr. Antonio Mariano Trindade's property), the PROMISEE and/or the FUNDAÇÃO RENOVA will complete the works established for each case, as provided for in the aforementioned Appendix.

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Clause 13. The PROMISEE and/or the FUNDAÇÃO RENOVA shall propose to the owners of the properties referred to in Clause 12 the replacement of the restoration by the payment in cash for the purpose of definitive repair and granting of release of the existing obligations.

Paragraph one. The PROMISEE and/or the FUNDAÇÃO RENOVA shall proceed or initiate contact with the owners of the respective properties to enter into an individual agreement up to 90 (ninety) days from the JUDICIAL RATIFICATION of this AGREEMENT, extendable for a single period of 30 (thirty) days.

Paragraph two. If the owner accepts the replacement, an individual agreement will be signed under the same terms as Clause 11 above.

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ANNEX 12 – STATE INITIATIVES

CHAPTER I

GENERAL PROVISIONS

Clause 1. Will be allocated BRL 14,057,000,000.00 (fourteen billion fifty-seven million reais) to the STATE OF MINAS GERAIS and BRL 9,593,000,000.00 (nine billion five hundred ninety-three million reais) to the STATE OF ESPÍRITO SANTO for the actions provided for in this ANNEX.

Clause 2. The STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO will be responsible for providing the details of the initiatives provided for in this ANNEX, containing the scope, estimated value, expected results and any revision and replacement referred to in Clauses 6, 8, 10, 12, 14 and 16 of this ANNEX.

Paragraph one. The FUNDAÇÃO RENOVA , the PROMISEE and/or the SHAREHOLDERS and their RELATED PARTIES (defined in Clause 94, first paragraph of the GENERAL CONDITIONS of this AGREEMENT) with respect to the investment decisions and other actions of the STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO for the allocation of the funds provided for in this ANNEX, nor any commitment or obligation to make new contributions of amounts to any of the actions of the STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO with funds from this ANNEX.

Paragraph two. The detailing and disclosure of the performance status of the actions developed will be carried out by the State Executive Branch and transparency will be given through disclosure on the Single Portal of this AGREEMENT according to ANNEX 21 – COMMUNICATION AND TRANSPARENCY.

Paragraph Three. The detailing is a continuous process resulting from the specification of the initiative and the financial availability of ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY for the implementation of the actions.

Clause 3. The area of operation for the implementation of the initiatives of this ANNEX is, preferably, the Hydrographic Basin of the Doce River of the STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO, the northern coast of the STATE OF ESPÍRITO SANTO, also including the municipality of Anchieta/ES.

Paragraph one. For the purposes of this ANNEX, the municipalities indicated in Appendix 12.1 are considered to comprise the portion of the STATE OF MINAS GERAIS of the Doce River Basin.

Paragraph two. For the purposes of this ANNEX, the portion of the STATE OF ESPÍRITO SANTO of the Doce River Basin and its north coast and Anchieta/ES are considered to comprise the municipalities indicated in Appendix 12.2.

Paragraph Three. In the STATE OF MINAS GERAIS, the minimum percentage of 80% (eighty percent) of the estimated value of the sum of Clauses 7 and 9 of this ANNEX will be guaranteed for the Doce River Basin, and investments in projects in other regions of the state may be carried out with the remaining amount.

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Paragraph four. In the STATE OF ESPÍRITO SANTO, the minimum percentage of 80% (eighty percent) of the amount provided for in the sum of Clauses 13 and 15 of this ANNEX will be guaranteed for the Doce River Basin, the north coast of the STATE OF ESPÍRITO SANTO and the Municipality of Anchieta/ES, and investments in projects in other regions of the state may be carried out with the remaining amount.

Paragraph Five. Products and services arising from initiatives and public policies of an indivisible nature developed with financial resources in this ANNEX, such as computerized systems and other similar ones, may also benefit other areas of the STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO.

Clause 4. The STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO will work in coordination and cooperation with the GOVERNMENT and the municipalities, as appropriate, to optimize the public policies provided for in this AGREEMENT.

CHAPTER II

INITIATIVES OF THE STATE OF MINAS GERAIS

Clause 5. Of the total amount of compensation established in Clause 1 above, the STATE OF MINAS GERAIS will allocate three billion reais (BRL 3,000,000,000.00) for the implementation of state actions aiming at improving environmental quality and strengthening public service in the Doce River Basin, as shown in List 1 below.

Clause 6. The details referred to in Clause 2 of the actions provided for in List 1 admit review for reasons of technical and financial feasibility. Any review will not result in a reduction in the overall value of List 1.

List 1: Socio-environmental Initiatives of the STATE OF MINAS GERAIS in the Doce River Basin

I. Recovery of native vegetation in the Doce River Basin, with priority given to riparian forest areas, through reforestation actions, payment for environmental services, mapping of land use and technological investment for monitoring native vegetation and its recovery.

II. Aquatic revitalization of the Doce River Basin, based on the mapping of strategic areas for the revitalization and conservation of aquatic fauna and flora, especially fountain heads, tributaries and fish migration routes, and implementation of actions such as fishing zoning; dredging; reconfiguration of river beds; return of river beds to their original status; reintroduction of endangered aquatic species; environmental education, among other nature-based actions for the intracanal revitalization of the Doce River and its tributaries.

III. Consolidation of state conservation units in the Doce River Basin, based on the investment and funding of their structures and services provided, in accordance with their creation goals; creation, if necessary, of new conservation unit(s) in the Doce River Basin according to the mapping of priority areas for conservation; carrying out fire prevention and firefighting activities and land regularization of conservation units.

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IV. Strengthening of the public policy for wildlife management, according to a mapping of needs to be detailed, based on actions such as the structuring and cost coverage of the services provided by the Centers for Screening and Rehabilitation of Wild Animals (Cetas) that serve the Doce River Basin; hiring of specialized veterinary services; construction of nurseries in partner areas for the rehabilitation and conservation of fauna.

V. Development and implementation of technical solutions to biodiversity conservation challenges in the Doce River Basin, such as monitoring and reintroduction of target/threatened species, conservation in captivity and reintroduction of species, among other possible solutions.

VI. Acquisition of materials, equipment and training for the modernization of environmental inspection structures and inspection intelligence services of the Minas Gerais State Department of the Environment in the Doce River Basin.

VII. Expansion, modernization and equipping the meteorological network, hydrological network and Situation Room for critical hydrological events, in order to improve the capacity of the State Environmental System (SISEMA) to monitor the recovery of the Doce River Basin vis-à-vis risks arising from extreme weather events.

VIII. Development and maintenance of technology and information systems of the State Environmental System (SISEMA) in order to support environmental investments in the Doce River Basin.

IX. Improvement in the state's capacity to inspect dams in structures located in the territorial extension of the Doce River Basin: acquisition of physical and technological equipment, hiring of consulting services.

X. Managerial, administrative, technological and social communication support for the implementation of environmental initiatives.

Clause 7. Of the total amount of compensation established in Clause 1, the STATE OF MINAS GERAIS will allocate nine hundred fifty million reais (BRL 950,000,000.00) for the implementation of state actions aiming to strengthen and diversify economic activities, promoting the improvement of living conditions and strengthening public service, as a priority, in the territory of the 38 (thirty-eight) municipalities of the STATE OF MINAS GERAIS listed in ANNEX 15 – MUNICIPAL INITIATIVES, according to List 2 below, and, alternatively, in the Doce River Basin.

Clause 8. The details referred to in Clause 2 of the actions provided for in List 2 admit review for reasons of technical and financial feasibility. Any review will not result in a reduction in the overall value of List 2.

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List 2: Socioeconomic Initiatives of the STATE OF MINAS GERAIS in the Doce River Basin

I. Strengthening of the service of the social assistance network with the implementation of an improvement plan, which includes, preferably, construction and renovation of units of the Social Assistance Reference Center (CRAS) and Specialized Social Assistance Reference Center (CREAS), hiring of technical staff and acquisition of consumable materials according to details to be built as a priority.

II. Provision of continued training in management for the professionals of the Unified Social Assistance System (SUAS), in addition to support in the preparation and execution of the Municipal Social Assistance Plan.

III. Provision of technical assistance and rural extension services (ISA/PASEA methodology), aiming at food production, promotion of commercialization and the socioeconomic and environmental adequacy of rural properties.

IV. Update and realization of new studies of Productive Environmental Zoning in sub-basins of the Doce River Basin.

V. Creation of a credit provision fund for the economic recovery of small, medium and large companies in the affected municipalities, as well as a guarantee fund to facilitate access to this line of credit.

VI. Offer of professional qualification courses based on the study of labour market demands.

VII. Provision of microcredit to finance productive activities, which may have the support of facilitating credit agents.

VIII. Promotion of associations and cooperativism based on advice to organizations, which may include improving management, qualifying products and services, support in communication and marketing, mapping infrastructure needs and supply of equipment and inputs.

IX. Adequacy and equipping of Public Security Bases (PMMG, CBMMG and PCMG) in the Municipality of Mariana/MG.

X. Managerial, administrative, technological and social communication support for the implementation of the initiatives.

Clause 9. Of the total amount of compensation established in Clause 1, the STATE OF MINAS GERAIS will allocate ten billion one hundred seven million reais (BRL 10,107,000,000.00) for the operationalization and implementation of new initiatives, to be managed by the State Executive Branch, as listed in List 3 below.

Clause 10. The initiatives indicated in List 3 are subject to review and replacement within the scope of the details referred to in Clause 2. Any revision shall not imply a reduction in the overall value of List 3, and any revision shall imply redistribution of the value of the shares by the State Executive Branch among those provided for in List 3.

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List 3: Compensatory Initiatives of the STATE OF MINAS GERAIS

Socio-environmental:

I. Planning and performance of strategies to adequate the municipalities of the STATE OF MINAS GERAIS to climate change, aiming at reducing potential risks related to it.

II. Implementation of priority water security actions provided for in the Minas Gerais Water Security Plan (PMSH) and preparation of a water security plan for the Vale do Aço region.

III. Strengthening of the regulation system for basic sanitation services in Minas Gerais.

IV. Strengthening of the Reforestation, Land Use and Conservation Policy.

Social development:

V. Promotion of social assistance policy.

VI. Support for the State Policy for Nutrition Security and Food Sustainability and Improvement of the food distribution policy for vulnerable populations.

VII. Promotion of the policy of care for the elderly, children, adolescents and people with disabilities.

VIII. Promotion, defense and guarantee of women's rights and promotion of a policy for the prevention of domestic violence and care for women.

IX. Technological modernization for disaster response assistance.

X. Expansion of the policy for the prevention of drug use and attention to the user.

Culture and Tourism, Economic Development and Rural Development:

XI. Strengthening popular participation and instruments of direct and participatory democracy.

XII. Strengthening of housing policy.

XIII. Promotion of sports, physical activity and leisure.

XIV. Promotion of the productive chain of culture and tourism.

XV. Modernization of the tourist infrastructure.

XVI. Revitalization and preservation of the historical and artistic heritage.

XVII. Strengthening of the tourist image and promotion of destinations.

XVIII. Promotion of the employability policy.

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XIX. Increase of energy infrastructure and promotion of renewable energy sources.

XX. Promotion of land regularization.

XXI. Socio-environmental adequacy of rural properties and provision of technical assistance and rural extension.

XXII. Support for sustainable rural production, agricultural mechanization and family farming.

XXIII. Providing access to water.

XXIV. Adequacy of infrastructure in rural areas.

XXV. Strengthening of research, innovations and technological solutions for agriculture and agribusiness.

XXVI. Improvements in communication in rural areas.

XXVII. Assistance in accessing credit for rural activities.

XXVIII. Promotion of rural land regularization.

XXIX. Promotion of certifications and qualifications of agricultural and agro-industrial products.

XXX. Promotion of agricultural health defense and surveillance actions.

Education:

XXXI. Strengthening of technical, graduate-level and professional education.

XXXII. Strengthening of basic and special education.

Strengthening of the Public Service:

XXXIII. Development of systems and improvements in technology for the modernization and efficiency of the Public Administration.

XXXIV. Development of technologies and strengthening of units to improve citizen service services.

XXXV. Reform, modernizing, equipping and logistical improvements of the physical structures and services of the Public Administration.

XXXVI. Training, qualification and development of public servants.

XXXVII. Management training for the municipalities of the Doce River Basin.

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XXXVIII. Managerial, administrative, technological and social communication support for the implementation of the initiatives.

Infrastructure:

XXXIX. Promotion of innovation, debureaucratization and integrity of the Public Administration.

XL. Expansion and improvement in paving, maintenance and functional recovery of road infrastructure.

XLI. Improvement and development of municipality, mobility and urban infrastructure.

XLII. Improvement in road safety and monitoring of the quality of highways.

XLIII. Promotion of slope containment and flood control actions.

XLIV. Promotion of traffic and transport management actions.

XLV. Structuring and modeling of Public-Private Partnership initiatives.

Public Security and Civil Defense:

XLVI. Strengthening of civil defenses.

XLVII. Strengthening of the policy of crime prevention and reintegration of individuals deprived of liberty and subject to socio-educational measures in society.

XLVIII. Improvement of the prison and socio-educational system and of the service to individuals deprived of liberty and subject to socio-educational measures.

XLIX. Equipping, training and technological restructuring to strengthen the strategic, tactical and operational action of public security.

L. Strengthening the infrastructure and logistics of the security forces units.

CHAPTER III

INITIATIVES OF THE STATE OF ESPÍRITO SANTO

Clause 11. Of the total amount of compensation established in Clause 1 above, the STATE OF ESPÍRITO SANTO will allocate three billion reais (BRL 3,000,000,000.00) for the implementation of state actions aiming at improving environmental quality and strengthening public service in the Doce River Basin and the north coast of the STATE OF ESPÍRITO SANTO, according to the delimitation of Appendix 12.2 and List 4 below.

Clause 12. The details referred to in Clause 2 of the actions provided for in List 4 admit review for technical and financial feasibility reasons. Any review will not result in a reduction in the overall value of List 4.

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List 4: Socio-Environmental Initiatives of the STATE OF ESPÍRITO SANTO

I. Strengthening of actions to promote the implementation of the Rural Environmental Registry (CAR) and the Environmental Regularization Program (PRA).

II. Forest restoration and recovery in priority areas for the conservation of native terrestrial and aquatic fauna.

III. Restructuring and strengthening the control, inspection and management of natural resources.

IV. Consolidation of state conservation units impacted by the dam collapse.

V. Restoration of priority aquatic environments for the recovery of aquatic, freshwater and marine biodiversity in conjunction with the GOVERNMENT.

VI. Improving the environmental quality of the Lower Doce deltaic region and its coastal plain.

VII. Adequacy and strengthening of the state government's actions within the scope of the Environmental Education and Citizenship Policy.

VIII. Strengthening of the Policy of Reforestation, Land Use and Conservation.

IX. Strengthening of Water Resources and Water Security Policy Interventions.

X. Managerial, administrative, technological and social communication support for the implementation of the initiatives.

Clause 13. Of the total amount of compensation established in Clause 1, the STATE OF ESPÍRITO SANTO will allocate six hundred seventy-eight million three hundred thousand reais (BRL 678,300,000.00) for the implementation of state actions aiming at strengthening and diversifying economic activities, promoting the improvement of living conditions and strengthening public service, primarily, in the territory of the 11 (eleven) municipalities of the STATE OF ESPÍRITO SANTO listed in ANNEX 15 – MUNICIPAL INITIATIVES, according to List 5 below, and, subsidiarily, in the Doce River Basin and on the north coast of the STATE OF ESPÍRITO SANTO.

Clause 14. The details referred to in Clause 2 of the actions provided for in List 5 admit review for technical and financial feasibility reasons. No review will result in a reduction in the overall value of List 5.

List 5: Socioeconomic Initiatives of the STATE OF ESPÍRITO SANTO in the 11 municipalities of the STATE OF ESPÍRITO SANTO listed in ANNEX 15 – MUNICIPAL INITIATIVES

I. Mapping of traditional people and communities in the STATE OF ESPÍRITO SANTO for the purpose of recognizing and directing actions within the scope of public policies.

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II. Strengthening of the service of the social assistance network with the implementation of an improvement plan, which includes, preferably, construction and renovation of units of the Social Assistance Reference Center (CRAS) and Specialized Social Assistance Reference Center (CREAS), hiring of technical staff and acquisition of consumables according to details to be built as a priority.

III. Provision of continued training in management for professionals of the Unified Social Assistance System (SUAS), in addition to support in the preparation and execution of the Municipal Social Assistance Plan.

IV. Strengthening of Fund-to-Fund Culture Co-investment actions.

V. Strengthening of Conservation and/or Requalification and/or Restoration actions of listed Material Assets Heritage.

VI. Promotion of the Incentive to Reading and Enhancement of Municipal Public Libraries.

VII. To enhance technical assistance and rural extension and fisheries and aquaculture actions.

VIII. Promotion of actions to develop the culture of integrated and participatory multisectoral management, for the preparation and implementation of actions of the Integrated Development Plan of the Mouth of the Doce River and Adjacent Coastal Region (PIDFoz) and the Integrated Plan for Sustainable Economic Rural Development (PIDRES).

IX. Offer of professional qualification courses based on the study of labour market demands.

X. Providing microcredit to finance productive activities, which may have the support of facilitating credit agents.

XI. Strengthening of actions to requalify state school units and equip, renovate and/or build.

XII. Managerial, administrative, technological and social communication support for the implementation of the initiatives.

Clause 15. Out of the total amount of compensation established in Clause 1, the STATE OF ESPÍRITO SANTO will allocate five billion nine hundred fourteen million seven hundred thousand reais (BRL 5,914,700,000.00) for the operationalization and performance of new initiatives, to be managed by the State Executive Branch, as listed in List 6 below.

Clause 16. The initiatives indicated in List 6 are subject to review and replacement until the conclusion of the details referred to in Clause 2. Any review shall not imply a reduction in the overall value of List 6, and any review shall imply redistribution of the value of the shares by the State Executive Branch among those provided for in List 6.

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List 6: Compensatory Initiatives of the STATE OF ESPÍRITO SANTO

Socio-environmental:

I. Adequacy and strengthening of the state government's actions within the scope of the environmental emergency policy, climate change and environmental education.

II. Planning and implementation of strategies to adequate the municipalities of the STATE OF ESPÍRITO SANTO to climate change, aiming at reducing potential risks related to them.

III. Strengthening of the system of regulation of basic sanitation services.

IV. Instrumentalization and strengthening of state and municipal coastal management, including study of coastline variation, mangrove plan and coastal zoning, and implementation of the Integrated Waterfront Management Project.

V. Increase in reforestation actions and recovery of degraded areas.

VI. Development of actions to support the planning of land use and occupation.

VII. Implementation of actions to ensure production, quality, water reserve and flood control within the scope of the Water Resources and Water Security Policy.

VIII. Strengthening of the State Environmental System (SISEMA).

Development and Social Assistance:

IX. Strengthening of the Unified Social Assistance System (SUAS).

X. Increase in actions to promote gender and race equality and equity.

XI. Strengthening policies for the affirmation of women's rights and Fighting Violence.

XII. Strengthening and structuring of state and municipal Sovereignty, Food and Nutritional Security (FNS) actions, contemplating traditional people and communities.

XIII. Support in the preparation and implementation of the Municipal Plan for Early Childhood.

XIV. Promotion of the policy of attention to the elderly, children, adolescents and people with disabilities.

XV. Strengthening of the policy for the prevention of drug use.

Culture, tourism and sport:

XVI. Preparation and implementation of regional strategic plans for the sustainable development of tourism.

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XVII. Requalification of the Regional Tourism Governance Instances.

XVIII. Increase in infrastructure to promote tourism activities.

XIX. Promotion of the productive chain of culture and tourism.

XX. Strengthening the tourist image and promotion of destinations.

XXI. Construction and equipping public spaces to support sports, cultural, sports and leisure activities.

XXII. Strengthening of actions for the training of athletes.

Economic Development:

XXIII. Development of actions to support micro-entrepreneurs.

XXIV. Promotion of small, medium and large companies.

XXV. Support for solidarity enterprises.

XXVI. Support for cooperativism and association.

XXVII. Increase in microcredit alternatives.

XXVIII. Promotion of the improvement and diversification of production chains.

XXIX. Increase in energy infrastructure.

XXX. Establishment of the Guarantee Fund for Innovation.

XXXI. Support for the employability policy.

XXXII. Support for sustainable business initiatives, green and blue economy.

Rural development:

XXXIII. Strengthening of research, technical assistance and rural extension, agricultural and forestry defense policies.

XXXIV. Strengthening of the Social Fund to Support Family Farming.

XXXV. Promotion of rural credit.

XXXVI. Encouragement of the implementation of agro-industries on rural properties.

XXXVII. Strengthening of initiatives to support women in productive actions.

XXXVIII. Support for socioeconomic development from agricultural activities in the micro-basins of the lower Doce region.

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XXXIX. Carrying out construction, maintenance and conservation works of rural side roads.

XL. Strengthening of actions for housing, rural sanitation and energy.

XLI. Development of research, development and innovation initiatives to strengthen and diversify Plant Production and Agroecology.

XLII. Promotion of certifications and qualifications in agricultural and agro-industrial products.

XLIII. Increase in actions for the conservation of natural resources and restoration of degraded areas.

XLIV. Strengthening of the State System of Agriculture, Supply and Fishing.

Education:

XLV. Strengthening of actions to support and subsidize the training of young people.

XLVI. Strengthening of work qualification actions.

XLVII. Strengthening of environmental education initiatives.

Infrastructure and urbanization:

XLVIII. Investment in paving, maintenance and functional recovery of road infrastructure.

XLIX. Investment in road safety.

L. Interventions to improve urban infrastructure.

LI. To support the development and implementation of initiatives to improve urban mobility.

LII. Strengthening of housing policy, integrated urbanization and land regularization.

LIII. Increase of energy infrastructure and promotion of renewable energy sources.

LIV. Promotion of slope containment and flood control actions.

Fishing and Aquaculture:

LV. Strengthening of research, Technical Assistance and Fisheries and Aquaculture Extension (ATEPA), promotion and generation of alternatives for productive diversification.

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LVI. Elaboration and implementation of the Restructuring Plan for the Management of Fisheries and Aquaculture in the STATE OF ESPÍRITO SANTO – Interfaces with the Brazilian Institute of the Environment and Renewable Natural Resources (IBAMA), the Chico Mendes Institute for Biodiversity Conservation (ICMBio), the Ministry of Agriculture and Livestock (MAPA) and state agencies.

LVII. Elaboration and implementation of the program to support the strengthening of the fishing production chain.

LVIII. Support for the strengthening of regularization, control, monitoring and inspection actions.

LIX. Support for socioeconomic and statistical characterization of fisheries actions.

LX. Elaboration and implementation of the Communication Program on Fish for Consumers.

LXI. Strengthening of the space for management, institutional integration and organization of artisanal fishing.

LXII. Strengthening of funds to support the sustainable resumption of fishing and diversification of productive activities.

LXIII. Identification of demand for fishing planning and zoning for the river and the sea in the STATE OF ESPÍRITO SANTO.

Public Safety

LXIV. Strengthening of actions to promote citizen security and develop the culture of peace.

LXV. Development and implementation of cybersecurity actions.

LXVI. Strengthening of Civil Defense and promotion of training for municipalities;

LXVII. Modernization of the infrastructure of the Department of Public Security and Environmental Military Police, including the acquisition of vehicles and equipment to support the actions.

Strengthening of the Public Service:

LXVIII. Development of systems and improvements in technology for the modernization and efficiency of the Public Administration.

LXIX. Development of technologies and strengthening units to improve citizen service services.

LXX. Reform, modernization, equipping and logistical improvements of the physical structures and services of the Public Administration.

LXXI. Training, qualification and development of public servants.

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LXXII. Management training for the municipalities of the Doce River Basin, north coast of the STATE OF ESPÍRITO SANTO and Anchieta/ES.

Institutional Development to support state governance:

LXXIII. Structuring of the Management Unit and support to promote the integration of government actions in the integral reparation of the Doce River.

LXXIV. Construction, improvement, modernization and equipping of the infrastructure of the Public Administration.

LXXV. Training, qualification and development of public servants.

LXXVI. Support in the actions of evaluation of the results of recovery and reparation initiatives in the affected micro-regions.

LXXVII. Preparation of the Communication Plan for Reparation Actions.

LXXVIII. Encouragement of the strengthening of popular participation and instruments of direct and participatory democracy in the scope of public policies.

LXXIX. Strengthening of managerial, administrative, technological and social communication support for the implementation of initiatives in the set of sectoral initiatives within the scope of public policies.

LXXX. Support in actions for the requalification of public policies and the elaboration of local plans to promote Sustainable Cities.

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ANNEX 13 – INTER-FEDERATIVE COOPERATION ON MOBILITY INFRASTRUCTURE

Clause 1. Actions for investments in mobility infrastructure in the STATE OF MINAS GERAIS and in the STATE OF ESPÍRITO SANTO within the scope of this AGREEMENT are regulated in this ANNEX.

Clause 2. The amount of four billion three hundred million reais (BRL 4,300,000,000.00) will be allocated by the PROMISEE and/or FUNDAÇÃO RENOVA, according to ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY, for the following purpose:

I. Works and services for the construction and implementation of road improvements, operation and maintenance of the highways of the Ouro Preto – Mariana lot, with priority given to the widening of BR-356, from the junction with BR-040 to the junction with Highway MG-129 (Mariana/MG).

II. Construction, improvement or concession works on the Espírito Santo segments of BR-262.

Paragraph one. For the provisions of item I, the amount of two billion reais (BRL 2,000,000,000.00) will be allocated, transferred to an escrow account to be managed by the STATE OF MINAS GERAIS specific for this purpose. Any remaining funds should be directed to the improvement of mobility infrastructure in other segments of the Doce River Basin, in the STATE OF MINAS GERAIS.

Paragraph two. For the provisions of item II, the amount of two billion three hundred million reais (BRL 2,300,000,000.00) will be allocated, allocated to the FEDERAL FINANCIAL INSTITUTION referred to in Chapter IV of the GENERAL CONDITIONS of this AGREEMENT.

Paragraph Three. Government of the STATE OF ESPÍRITO SANTO may allocate any remaining funds of item II to the improvement of mobility infrastructure in other stretches of the Doce River Basin or north coast, in the STATE OF ESPÍRITO SANTO.

Paragraph four. If, for any reason subsequent to the JUDICIAL RATIFICATION of this AGREEMENT, investment is not possible in some of the projects in this Clause 2, the respective state will choose an alternative project for the use of the funds, which also has as its purpose the improvement of infrastructure and mobility in the Doce River Basin.

Paragraph Five. There will be no liability of the FUNDAÇÃO RENOVA, the PROMISEE, the SHAREHOLDERS and/or their RELATED PARTIES (defined in Clause 94, first paragraph of the GENERAL CONDITIONS of this SETTLEMENT), in relation to the investment decisions/interventions made by the PROMISEE(S) with the funds under this ANNEX. There will also be no responsibility on this regard for the performance of the work and/or for the management of the concession, nor any commitment or obligation to make new contributions of values for any of the actions of the PROMISEE(S) with funds of this ANNEX.

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Sixth Paragraph. After receiving the first installment for the purpose referred to in Clause 2, item II, the GOVERNMENT will initiate the necessary modeling and administrative procedures for the feasibility of the work, considering ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY.

Clause 3. In the event the works and services referred to in Clause 2 are carried out under the concession regime, the amounts will be applied in the manner to be provided for in a specific notice, which will be published and coordinated by the person legally responsible for the concession of the segment.

Paragraph one. The public notice will address all the specifications regarding the work and the composition of the funds to be used for its performance.

Paragraph two. In the concession notice, the use of proceeds and the performance of works and services will be foreseen, respecting the respective technical, legal and financial feasibility studies, under the terms of the legislation in force.

Paragraph Three. The public notice may address the composition of public and private funds for the performance of the project.

Clause 4. In the event the works and services referred to in Clause 2, item II, are carried out directly by the National Department of Transport Infrastructure (DNIT) or by means of a concession, the amounts will be applied in the manner to be provided for by the person legally responsible for the work.

Paragraph one. In the event of a concession notice, the use of proceeds and the performance of works and services will be foreseen, respecting the respective technical, legal and financial feasibility studies, under the terms of the legislation in force.

Paragraph two. The project may also be developed through the composition of public and private funds or, even, by delegation of the road segments object of the investments to the STATE OF ESPÍRITO SANTO, under the terms of Law No. 9,277, of 10 May 1996.

Clause 5. The actions provided for in this ANNEX will be disclosed under the terms of ANNEX 21 – COMMUNICATION AND TRANSPARENCY.

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ANNEX 14 – REINFORCEMENT OF INSPECTION ACTIVITIES OF THE PUBLIC ENTITIES IN THE PREVENTION AND MITIGATION OF RISKS IN MINING

Clause 1. This ANNEX provides for compensatory measures of strengthening inspection, prevention, mitigation and other forms of action by the PUBLIC AUTHORITIES in relation to the risks of mining activity.

Sole Paragraph. As it is a compensatory measure, the reinforcement of the structure of the PUBLIC ENTITIES should prioritize structures, systems and measures in the Doce River Basin, and the benefits of the actions provided for in this ANNEX should reach the STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO.

Clause 2. For the financing of the compensatory measures addressed in this ANNEX, the PROMISEE and/or the FUNDAÇÃO RENOVA will pay the total amount of one billion reais (BRL 1,000,000,000.00) in favor of the PUBLIC ENTITIES, in accordance with ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY.

Sole Paragraph. The issues addressed in this ANNEX do not impact the ongoing discussions and legal controversies between the PROMISEE and the current holder of Concession Agreement No. 42/2000, nor do they represent recognition, settlement or confession on the part of the PROMISEE, THE FUNDAÇÃO RENOVA, THE SHAREHOLDERS, and/or the RELATED PARTIES (definition in Clause 94, first paragraph of the GENERAL CONDITIONS of this AGREEMENT), as to the allegations made in the private litigation on the subject.

Clause 3. The funds referred to in Clause 2 shall be allocated exclusively to the financing of actions of the PUBLIC ENTITIES that have as their goal the implementation of actions of prevention, inspection, monitoring, mitigation, analysis of disaster risks, related to mineral exploration activities in the area covered by this ANNEX.

Paragraph one. Among the actions dealt with in the *heading* of this clause, those aimed at the acquisition, preparation, implementation, updating and performance of the following can be included:

I. Technological infrastructure.

II. Inspection monitoring equipment, systems and services.

III. Regulatory improvement and strengthening of the National Mining Agency (ANM).

IV. Production of cartographic inputs, geospatial images, reports and technical/scientific reports.

V. Data governance systems, environmental risks and impacts analysis studies, satellite image and mapping services or other remote sensing services.

VII. Vehicles, equipment and services to carry out fieldwork.

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VII. Studies aimed at the safety of the communities involved and sustainable development in the vicinity of the mine or mining structures.

VIII. The contingency plan or related document.

IX. To carry out tests, simulations, campaigns and disclosure for accident prevention or emergency simulation.

X. Training of technical staff.

Paragraph two. For the purposes of this Clause, the implementation and maintenance of situation rooms for joint use by the Ministry of Mines and Energy (MME), the National Mining Agency (ANM), the Geological Service of Brazil (SGB/CPRM), the Brazilian Institute of the Environment and Renewable Natural Resources (IBAMA), or in partnerships with other public command and control bodies (Federal Police, civil defense protection agencies in the states, military police, etc.) and the Federal Prosecutor's Office, to serve the geographic area specified in Clause 1.

Paragraph Three. The Ministry of Mines and Energy (MME) shall define the allocation of the funds provided for in this Clause, and the activities and projects to be developed and conducted by the Ministry and its related entities, provided that they enable the fulfillment of the purpose described in this Clause.

Paragraph four. The use of the funds is forbidden for the payment of debts, building renovations, acquisition and lease of real estate and payment of personnel and other expenses that are not directly linked to the fulfillment of the purpose referred to in Clause 1.

Clause 4. The PUBLIC ENTITIES undertakes to disclose the actions developed with funds from this ANNEX on the Transparency Portal of this AGREEMENT, as per ANNEX 21 - COMMUNICATION AND TRANSPARENCY.

Clause 5. There shall be no liability of the FUNDAÇÃO RENOVA , the PROMISEE and/or the SHAREHOLDERS and their respective RELATED PARTIES in relation to the PUBLIC ENTITIES' decisions for the allocation of the funds provided for in this ANNEX, nor any commitment or obligation to make new contributions of amounts to any of the actions of the PROMISEE(S) with funds in this ANNEX.

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ANNEX 15 – MUNICIPAL INITIATIVES

CHAPTER I

AMOUNT, FORM OF PAYMENT AND OBLIGATION TO JOIN TO RECEIVE FINANCIAL RESOURCES

Clause 1. The PROMISEE and/or FUNDAÇÃO RENOVA will allocate to the eligible municipalities the total amount of BRL 6,100,000,000.00 (six billion one hundred million reais), divided among the ADHERING MUNICIPALITIES in accordance with Clause 7 of this ANNEX.

Sole Paragraph. The amount allocated to each ADHERING MUNICIPALITY indicated in Clause 7 of this ANNEX will be divided according to the installments and PAYMENT dates described in ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY.

Clause 2. The access, by the ADHERING MUNICIPALITIES, to the financial resources provided for in this ANNEX is subject to the execution of the adhesion and commitment instrument according to the model contained in this ANNEX ("ADHESION AND COMMITMENT INSTRUMENT" AND "TEMPLATE OF ADHESION AND COMMITMENT INSTRUMENT", respectively), within 120 (one hundred twenty) days from the JUDICIAL RATIFICATION of this AGREEMENT, as well as to compliance with the obligations set forth in clause 17 of the adhesion and commitment instrument.

First Paragraph. The PROMISEE will send a notice to the municipalities eligible to adhere to this AGREEMENT, listed in Clause 7 below, within 5 (five) days from the JUDICIAL RATIFICATION of this AGREEMENT, in order to communicate them about the terms of this ANNEX, the possibility of adhesion and measures necessary for its implementation.

Second Paragraph. If the ADHERING MUNICIPALITY signs and complies with the conditions contained in the ADHESION AND COMMITMENT INSTRUMENT within 20 (twenty) days from the JUDICIAL RATIFICATION of this AGREEMENT, the PAYMENT of the first installment will be made concomitantly with the deposit of thefirst installment provided for in ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY of this AGREEMENT.

Third Paragraph. If the ADHERING MUNICIPALITY signs and complies with the conditions contained in the ADHESION AND COMMITMENT INSTRUMENT after the deadline provided for in the second paragraph of this Clause and within the period provided for in *the heading*, the PAYMENT of the first and second installments due to it will be made on the date of the second installment of payment of the OBLIGATION TO PAY provided for in ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY.

Fourth Paragraph. As of the third installment of payment of the OBLIGATION TO PAY provided for in ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY, the PAYMENT of the amount due to each ADHERING MUNICIPALITY in accordance with Clause 7 of this ANNEX will follow the dates established in ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY.

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Fifth Paragraph. As established in the GENERAL CONDITIONS of this AGREEMENT, the OBLIGATION TO PAY is subject to monetary adjustment, but no interest will be charged between the date of adhesion of the municipality and its respective payment term.

Sixth Paragraph. The absence of adherence to this AGREEMENT does not prevent the municipalities from being indirectly contemplated by the transfer of resources and/or actions by the GOVERNMENT, STATE OF MINAS GERAIS or STATE OF ESPÍRITO SANTO.

Clause 3. The signing of the ADHESION AND COMMITMENT INSTRUMENT assumes the performance of all authorization and ratification acts necessary for its validity and effectiveness by the ADHERING MUNICIPALITY.

Clause 4. The ADHERING MUNICIPALITIES will also receive the resources related to the TRANSFER OBLIGATIONS for the performance of the measures established in Clause 11 of the TEMPLATE OF ADHESION AND COMMITMENT INSTRUMENT of this ANNEX specified in their respective ADHESION AND COMMITMENT INSTRUMENT, upon adhesion to this AGREEMENT within the deadlines established herein. The payment of the TRANSFER OBLIGATIONS due to the ADHERING MUNICIPALITIES will take place within 60 (sixty) days from the delivery of the ADHESION AND COMMITMENT INSTRUMENT to the COMMITTED PARTY and compliance with the conditions set forth therein, under the terms of Clause 2 above.

Clause 5. If the municipality does not adhere to the AGREEMENT within the period established in the *heading* of Clause 2 above, the obligations foreseen for execution by the non-adhering municipality according to Table 1 of the TEMPLATEOF ADHESION AND COMMITMENT INSTRUMENT will be fulfilled by the FUNDAÇÃO RENOVA and/or by the COMMITTED PARTY, under the terms of ANNEX 1 – MARIANA AND RELOCATION and ANNEX 11 – REPAIR OF IMPACTED INFRASTRUCTURES. No other obligation or compensation will be owed by the FUNDAÇÃO RENOVA and/or the PROMISEE to the non-adhering municipality.

Sole Paragraph. The amounts provided for in Clause 7 to the municipalities eventually failing to adhere to this AGREEMENT will not be due by the PROMISEE and/or by the FUNDAÇÃO RENOVA to any of the PROMISORS. The amounts that would be allocated to non-adherent municipalities will be excluded from the amounts contained in ANNEX 22 – FINANCIAL DISBURSEMENT SCHEDULE OF THE OBLIGATION TO PAY.

Clause 6. The amounts received by the ADHERING MUNICIPALITIES are of mandatory budgetary and financial performance by the ADHERING MUNICIPALITIES for the respective purposes established in this AGREEMENT, which are subject to the mechanisms of performance supervision and transparency of the municipal entity, respecting the principles and rules of the Public Administration.

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CHAPTER II

ELIGIBLE MUNICIPALITIES

Clause 7. The municipalities eligible to receive the amounts established in this ANNEX are, solely and exclusively, those listed in the following table.

Sole Paragraph. The amounts described in the following table were defined by the PARTIES considering the proposal prepared by the Public Consortium for the Defense and Revitalization of the Rio Doce (CORIDOCE), based on technical criteria and considering the initiatives underway by the PROMISEE and/or FUNDAÇÃO RENOVA until the JUDICIAL RATIFICATION of this AGREEMENT and the impacts in each location, and are considered sufficient to fund the actions provided for in Clause 9 of this ANNEX.

State	Municipality	Resource value
Minas Gerais	Aimorés	BRL 68,000,000.00
	Alpercata	BRL 39,000,000.00
	Barra Longa	BRL 366,000,000.00
	Belo Oriente	BRL 68,000,000.00
	Bom Jesus do Galho	BRL 46,000,000.00
	Bugre	BRL 39,000,000.00
	Caratinga	BRL 175,880,487.82
	Conselheiro Pena	BRL 57,000,000.00
	Coronel Fabriciano	BRL 136,613,095.57
	Córrego Novo	BRL 39,000,000.00
	Dionísio	BRL 39,000,000.00
	Fernandes Tourinho	BRL 39,000,000,00
	Galiléia	BRL 39,000,000.00

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State	Municipality	Resource value
	Governador Valadares	BRL 272,548,711.55
	Iapu	BRL 39,000,000.00
	Ipaba	BRL 57,000,000.00
	Ipatinga	BRL 182,750,009,93
	Itueta	BRL 39,000,000.00
	Mariana	BRL 1,220,000,000.00
	Marliéria	BRL 39,000,000.00
	Naque	BRL 39,000,000.00
	Ouro Preto	BRL 127,759,655.07
	Periquito	BRL 39,000,000.00
	Pingo D'Água	BRL 39,000,000.00
	Ponte Nova	BRL 152,500,000.00
	Raul Soares	BRL 68,000,000.00
	Resplendor	BRL 57,000,000.00
	Rio Casca	BRL 46,000,000.00
	Rio Doce	BRL 244,000,000.00
	Santa Cruz do Escalvado	BRL 244,000,000.00
	Santana do Paraíso	BRL 205,817,907.98
	São Domingos do Prata	BRL 57,000,000,00
	São José do Goiabal	BRL 39,000,000.00

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State	Municipality	Resource value
	São Pedro dos Ferros	BRL 39,000,000.00
	Sem Peixe	BRL 39,000,000.00
	Sobrália	BRL 39,000,000.00
	Timóteo	BRL 155,363,150.02
	Tumiritinga	BRL 39,000,000.00
Espírito Santo	Aracruz	BRL 144,476,948.,18
	Anchieta	BRL 68,000,000.00
	Baixo Guandu	BRL 79,000,000.00
	Colatina	BRL 267,008,469.28
	Conceição da Barra	BRL 79,000,000.00
	Fundão	BRL 57,000,000.00
	Linhares	BRL 312,955,929.83
	Marilândia	BRL 39,000,000.00
	São Mateus	BRL 197,836,936.20
	Serra	BRL 106,488,698.57
	Sooretama	BRL 79,000,000.00

Clause 8. The list of eligible municipalities in Clause 7, as well as the payment of any amounts and/or the performance of any actions, does not imply any acknowledgement, AGREEMENT or confession by the FUNDAÇÃO RENOVA, PROMISEE, SHAREHOLDERS and/or RELATED PARTIES (definition in Clause 94, first paragraph of the GENERAL CONDITIONS of this AGREEMENT) of direct or indirect damage to the municipalities, including, but not limited to, for the purposes of individual indemnification claims.

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CHAPTER III

ALLOCATION OF FINANCIAL RESOURCES AND RELEASE

Clause 9. The ADHERING MUNICIPALITY must use the amount fund exclusively the actions provided for in the respective ADHESION AND COMMITMENT INSTRUMENT.

Clause 10. The payment to the ADHERING MUNICIPALITY will result in the full, definitive and irrevocable release to the FUNDAÇÃO RENOVA , COMMITED PARTY, SHAREHOLDERS and RELATED PARTIES in relation to the property and non-material damages caused to the ADHERING MUNICIPALITIES object of this AGREEMENT related to the COLLAPSE, according to Clause 83 of the GENERAL CONDITIONS of the AGREEMENT.

Clause 11. The PARTIES agree with the TEMPLATE OF ADHESION AND COMMITMENT INSTRUMENT below and acknowledge their compliance with the law.

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ANNEX 16 – ENVIRONMENTAL RECOVERY PLAN

CHAPTER I

GENERAL PROVISIONS

Clause 1. The COMMITTED PARTY undertakes to fulfill the environmental OBLIGATIONS TO PERFORM set forth in this ANNEX and its respective Appendixes, which must be implemented and addressed in an integrated manner, according to the Integrated Recovery Management.

Clause 2. Integrated Recovery Management is defined as the structuring and comprehensive, integrated monitoring of the environmental recovery measures established in this ANNEX.

Sole Paragraph. The verification of compliance with each obligation will be individualized and based on the criteria and delivery milestones established in the Appendices of this ANNEX, including for purposes of release.

Clause 3. The PROMISEE undertakes to present an Environmental Recovery Plan ("PLAN") that reflects and consolidates the environmental obligations set forth in this ANNEX, within 120 (one hundred twenty) calendar days from the JUDICIAL RATIFICATION of this AGREEMENT, which may be extended at the PROMISEE'S request for an equal period.

Paragraph one. The PLAN shall reflect the consolidation and specification of the obligations set forth in this ANNEX and its Appendices, which are integral and inseparable parts thereof, as well as the definition of its physical compliance schedule.

Paragraph two. The details of the actions and the physical schedule of the environmental recovery measures must include the milestones, deliverables, and respective dates of compliance with the obligations defined and contained in this ANNEX and its Appendices. The indicators and deliverables outlined in this ANNEX for each obligation shall be reflected in the PLAN, serving as the parameters for compliance and release of the obligations to perform environmental recovery, as set forth in this ANNEX, while respecting the releases already issued by the competent authorities and those formalized in this ANNEX.

Clause 4. The PROMISEE shall obtain approval for the actions of the PLAN together with the RESPONSIBLE GOVERNANCE of each obligation, according to the guidelines of Chapter VI of the General Conditions and Clause 10 of this ANNEX.

Paragraph one. Except for the provisions of the heading, the OBLIGATIONS TO PERFORM covered by this ANNEX that are already in progress, and whose transition measures are expressly provided for in this ANNEX, will not require new approval to be performed and must be continued by the PROMISEE and/or FUNDAÇÃO RENOVA.

Paragraph two. Upon the JUDICIAL RATIFICATION of this AGREEMENT, the OBLIGATIONS TO PERFORM in progress shall be governed by the provisions of this ANNEX and its Appendices, including for monitoring and release purposes.

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Paragraph Three. Without prejudice to its continuity and without the need for new approval, the OBLIGATIONS TO PERFORM under this ANNEX that are in progress at the time of the JUDICIAL RATIFICATION of this AGREEMENT will also be reflected and consolidated in the PLAN and will be monitored by the RESPONSIBLE GOVERNANCE.

Clause 5. The obligations to perform set out in this ANNEX are not subject to the FINANCIAL CAP of this AGREEMENT, as provided in the General Conditions.

Clause 6. The actions constituting the PLAN must be prepared and executed by qualified professionals with the appropriate Technical Responsibility Annotations (ART), and must adhere to the technical guidelines of the competent environmental agencies, in accordance with the technical premises defined in this ANNEX and its Appendices.

Clause 7. Updates on the status of the implementation of the actions outlined in the PLAN must be presented by the PROMISEE annually to the respective RESPONSIBLE GOVERNANCE of each obligation.

Clause 8. The GOVERNANCE(S) may request support from the ENVIRONMENTAL AUDIT for the monitoring of the respective OBLIGATIONS TO PERFORM covered by this ANNEX under its responsibility, according to the guidelines and procedures established in Chapter VII of the General Conditions of this AGREEMENT and in this ANNEX.

Clause 9. If any of the actions are monitored by the ENVIRONMENTAL AUDIT, it shall be obliged to present a quarterly report on the partial results of the chapters of the Environmental Recovery Plan, consolidating the progress of the agreed obligations in relation to the planned objectives, in an integrated manner, to be presented to the RESPONSIBLE GOVERNANCE of the audited obligations.

Clause 10. Upon completion of the actions provided for each sub-item of the obligations to perform set forth in this ANNEX, the PROMISEE shall issue a conclusive technical report indicating full compliance, in accordance with the milestones and discharge indicators established in this ANNEX and its Appendices, accompanied by the appropriate Technical Responsibility Annotation (ART), which shall follow the specified discharge process flow:

I. Within ten (10) days from receipt of the Final Report, the environmental agency of the RESPONSIBLE GOVERNANCE, pursuant to Clause 74 of the General Conditions of this AGREEMENT, shall decide whether the support of the ENVIRONMENTAL AUDIT is needed to verify compliance with the obligations reflected therein;

II. If the environmental agency of the RESPONSIBLE GOVERNANCE requests the support of the ENVIRONMENTAL AUDIT, it shall issue, within non-extendable period of thirty (30) days from the receipt of the final report, substantiated and individualized technical reports regarding the fulfillment of the obligations reflected therein, according to Clauses 74 and 75 of the General Conditions of this AGREEMENT;

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III. If the ENVIRONMENTAL AUDIT identifies failures or insufficiencies in the fulfillment of the obligations, each unfavorable opinion of the ENVIRONMENTAL AUDIT must be substantiated in accordance with Clause 76 of the General Conditions of this AGREEMENT;

IV. The PROMISEE and/or FUNDAÇÃO RENOVA may express their opinion on the unfavorable opinion of the ENVIRONMENTAL AUDIT, in accordance with Clause 75, first paragraph, of the General Conditions of this AGREEMENT;

V. Within thirty (30) days, extended for an equal period with justification, in the case of complex obligations, after receipt of the ENVIRONMENTAL AUDIT report referred to in item II above or the decision on the lack of necessity for an assessment by the ENVIRONMENTAL AUDIT, the competent environmental agency that is part of the RESPONSIBLE GOVERNANCE for measures in that territorial extension shall issue a conclusive and duly substantiated opinion, in accordance with Clause 60, first paragraph, of the General Conditions of this AGREEMENT

VI. This report may also request any additional information from the PROMISEE for the purpose of verifying compliance with the delivery and discharge milestones established in this ANNEX and its Appendixes, and, in the absence of these, in applicable Brazilian technical references. A technically reasonable period will be set for the PROMISEE to comply with this request for additional information, which may be extended with justification upon the PROMISEE's request;

VII. Once the complementary information is provided or the deadline has passed without the PROMISEE presenting it, the declaration of release by the RESPONSIBLE GOVERNANCE shall be issued within forty-five (45) days; and

VIII. In case of non-approval of the measures performed by the PROMISEE, the RESPONSIBLE GOVERNANCE must indicate, within the same period as the previous item, the measures it considers necessary for full compliance with the obligation.

Paragraph one. In the event that the RESPONSIBLE GOVERNANCE does not approve the conclusive technical report(s), it must objectively, expressly and specifically indicate:

I. Which aspects, items, or obligations detailed in the conclusive technical report(s) are not approved;

II. The technical, normative, and legal grounds, taking into consideration:

a. The guidelines, delivery, and release milestones established in this ANNEX and its Appendices; and

b. Brazilian legislation; or, in the absence of this AGREEMENT and the legislation, applicable Brazilian technical standards that justify the non-approval.

III. The parameters, guidelines, or changes deemed necessary for the fulfillment of the obligation; and

IV. Deadline for compliance, based on the technical requirements established in this ANNEX and its Appendices.

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Paragraph two. The process outlined in this Clause applies exclusively to the obligations set forth in this ANNEX.

Paragraph Three. The provisions of Chapters VII and VIII (Audit of Obligations to Perform and Release) of the General Conditions of this AGREEMENT shall apply to the extent that they do not conflict with the process established in this Clause.

Clause 11. The provisions of this ANNEX do not eliminate the requirement for the PROMISEE to obtain any licenses, grants, consents, and other authorizing acts stipulated by environmental legislation for the actions to be carried out.

Clause 12. The damages and impacts related to the partial retention of tailings and sediments resulting from the COLLAPSE in the Doce River Basin, and adjacent coastal and marine region will be compensated by the OBLIGATIONS TO PERFORM and OBLIGATION TO PAY provided for in this AGREEMENT, except for the OBLIGATIONS TO PERFORM related to the management of tailings specified in Appendix 1 - Removal of Tailings/Sediments and Appendix 5 - GAC Assumptions, and any new impacts resulting from their implementation, as outlined in Clause 82 of the General Conditions.

Paragraph one. The OBLIGATIONS TO PERFORM and the OBLIGATION TO PAY of this AGREEMENT constitute measures agreed upon by the PARTIES to enhance environmental quality, compensating for the damage and socio-environmental impacts caused by the partial permanence of the tailings, except for matters related to any unknown, future, and supervening damages.

Paragraph two. Any new impacts caused exclusively by the execution of the recovery activities provided for in this AGREEMENT shall be subject to compensation based solely on the activities covered by the respective licenses and as provided for in the legislation, to be defined by the competent environmental agency, with new compensation for damage already known resulting from the COLLAPSE being voided.

CHAPTER II

CHAPTERS OF THE PLAN AND RESPECTIVE GOVERNANCE

Clause 13. The PLAN contains the following CHAPTERS:

I. Recovery of Degraded Areas, including:

a. In-channel Recovery and its sub-items:

1. Partial decommissioning of Dike S4, as provided for in Clauses 18 to 21, which shall be under the governance of the State Committee of the State of Minas Gerais;

2. Management of Tailings/Sediments of the Risoleta Neves HPP, as provided for in Clauses 22 and 23 and Appendix 1 - Removal of tailings/sediments from the reservoir of the Risoleta Neves HPP, which shall be under the governance of IBAMA;

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3. Restoration of Aquatic Habitats, as provided for in Clauses 24 to 25 and Appendix 2 - Restoration of Aquatic Habitats (Re-naturalization), which shall be under the governance of the State Committee of Minas Gerais.

b. Out-of-Channel Recovery and its sub-items:

1. Out-of-Channel Recovery of Sections 1 to 4, as provided for in Clause 27, which shall be under the governance of the State Committee of Minas Gerais;

2. Interventions in the area of Dike S4 (Section 5), as provided for in Clause 28, which shall be under the governance of the State Committee of Minas Gerais;

3. Out-of-Channel Recovery of Sections 6 to 11, as provided for in Clauses 29 to 32 and Appendix 3 - Reforestation, Control, and Compensatory Actions, which shall be under the governance of IBAMA;

4. Recovery of marginal lagoons, as provided for in Clauses 33 to 36 and Appendix 4 - Marginal Lagoons, which shall be under the governance of IBAMA; and

5. Recovery of APPs and Water Recharge, as provided for in Clauses 37 to 42 and Appendix 3 - Reforestation, Margin Control, and Compensatory Actions, which shall be under the governance of IBAMA.

II. Contaminated Area Management Procedure, as provided for in Clauses 43 to 58 and Appendix 5 - Essential Premises for the Term of Reference for the Management of Contaminated Areas, which shall be under the GOVERNANCE of the State Committee of Minas Gerais concerning the territory of the STATE OF MINAS GERAIS, and under the GOVERNANCE of the FEDERAL GOVERNMENT concerning the territory of the STATE OF ESPÍRITO SANTO.

a. Without prejudice to the definition of the exclusive GOVERNANCE of the FEDERAL GOVERNMENT in the territory of the STATE OF ESPÍRITO SANTO, the FEDERAL GOVERNMENT shall rely on the technical support of the STATE OF ESPÍRITO SANTO for the monitoring of the measures related to the Management of Contaminated Areas.

III. Environmental Monitoring, including:

a. Integrated Monitoring of the Doce River Basin, as provided for in Clauses 60 to 65, which shall be under the governance of IBAMA;

b. Monitoring of the water quality of the Doce River Basin, as provided for in Clauses 66 to 70 and Appendix 6 - Systematic Quali-quantitative Monitoring Program for Water and Sediments, which shall be under the governance of IBAMA; and

c. Air quality monitoring network, as provided for in Clauses 71 to 75, which shall be under the governance of the State Committee of Minas Gerais.

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CHAPTER III – RECOVERY OF DEGRADED AREAS

Clause 14. It is the responsibility of the PROMISEE to implement the necessary measures for the recovery of areas degraded as a result of the COLLAPSE, including those designated for alternative land use, in the locations and in accordance with the guidelines provided in this ANNEX and its Appendices.

Clause 15. For the ANNEX on the Recovery of Degraded Areas, the division of the area affected by the COLLAPSE into sixteen (16) sections shall be maintained, as indicated in the Tailings Management Plan (PMR) below:

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Stretch	Length (km)	Location	Municipalities
1	1.1	Fundão Dam to Santarém Reservoir Backwater	Mariana
2	2.5	Santarém Reservoir	Mariana
3	1.2	Santarém Dam	Mariana
4	3.9	Dike Reservoir S3	Mariana
5	1.9	Dike S3 to Dike S4 - Bento Rodrigues	Mariana
6	7.7	Gualaxo do Norte River, upstream of the mouth of the Santarém stream	Mariana
7	3.2	Gualaxo do Norte River, downstream of the mouth of the Santarém stream	Mariana
8	9	PCH Spouts. Gualaxo do Norte River	Mariana
9	58	Middle and Lower Gualaxo do Norte	Mariana and Barra Longa

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Stretch	Length (km)	Location	Municipalities
10	25	Carmo River to confluence with Piranga River (formation of the Doce River)	Barra Longa, Ponte Nova
11	5.8	Doce River, to the Candonga Reservoir Backwater	Rio Doce
12	11	Candonga Reservoir, Risoleta Neves HPP	Rio Doce and Santa Cruz do Escalvado
13	220	Doce River from the Candonga dam to the Baguari dam	Rio Doce, Santa Cruz do Escalvado, Sem-Peixe, Rio Casca, São Domingos do Prata, São José do Goiabal, São Pedro dos Ferros, Raul Soares, Dionísio, Córrego Novo, Pingo-d'Água, Marliéria, Bom Jesus do Galho, Timóteo, Caratinga, Ipatinga, Santana do Paraíso, Ipaba, Belo Oriente, Bugre, Iapu, Naque, Periquito, Sobrália, Fernandes Tourinho, Governador Valadares and Alpercata.
14	180	Doce River, from the Baguari dam to the Mascarenhas dam	MG: Alpercata, Governador Valadares, Tumiritinga, Galiléia, Conselheiro Pena, Resplendor, Itueta and Aimorés. ES: Baixo Guandu.

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Stretch	Length (km)	Location	Municipalities
15	100	Doce River from the Mascarenhas dam to the city of Linhares	ES: Baixo Guandu, Colatina, Marilândia and Linhares
16	42	Doce River, from the city of Linhares to its mouth to the 10-meter isobath (coastal zone)	Aracruz, Linhares and São Mateus

Clause 16. The above division does not apply to the other OBLIGATIONS TO PERFORM set forth in this AGREEMENT.

Section I – RECOVERY OF INTRACANAL AREAS

Clause 17. The tailings/sediment management actions established herein, along with the other actions set forth in this AGREEMENT, shall aim to contribute to the environmental recovery of the Doce River Basin and the coastal and marine region of the STATE OF ESPÍRITO SANTO.

Sub Section I – Partial Decommissioning of Dike S4

Clause 18. The PROMISEE undertakes to carry out the partial decommissioning of Dike S4, lowering the dam by 2.12 meters to maintain the sediment containment function of Section 5. This obligation must be fulfilled through the following measures:

I. Within one hundred eighty (180) days from the JUDICIAL RATIFICATION of this AGREEMENT, submit to the RESPONSIBLE GOVERNANCE an updated conceptual plan for the partial decommissioning of Dike S4, accompanied by the respective environmental control plan, in compliance with the applicable legislation, and the Recovery Plan for Degraded Areas, observing the provisions of this ANNEX;

II. The project referred to in this Clause must include appropriate measures to ensure the safety, stability, and efficiency of the sediment containment function of the structure, including during partial decommissioning activities, as well as technical alternatives to minimize environmental impact during the interventions;

III. The project must include provisions for the potential removal and environmentally appropriate disposal of the sediment volume to be removed, the evaluation of the sediments remaining in Dike S4, and the implementation of the Degraded Areas Recovery Plan (PRAD) for the area that may be exposed in Section 5 after the completion of the partial decommissioning of Dike S$ as described in this item;

IV. Upon approval of the project by the RESPONSIBLE GOVERNANCE, the PROMISEE shall execute the environmental control plan, which must include monitoring and, when applicable, the mitigation of the following impacts: i. Water quality; ii. Solid Waste; iii. Effluents; iv. Structural safety; v. Atmospheric Emissions; vi. Fauna Displacement Plan; vii. Ichthyofauna;

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V. The Degraded Areas Recovery Plan to be implemented upon completion of the partial decommissioning of Dike S4 must adhere to the definition of the future use of the Bento Rodrigues area as established in ANNEX 1 - MARIANA AND RESETTLEMENTS of this AGREEMENT; and

VI. Upon completion of the implementation of the Degraded Areas Recovery Plan, the PROMISEE shall prepare a compliance report in accordance with the terms established in this ANNEX, to be approved by the RESPONSIBLE GOVERNANCE for the purpose of discharging the obligation.

Clause 19. Even after the completion of the partial decommissioning and the eventual release by the RESPONSIBLE GOVERNANCE, the PROMISEE undertakes to continue implementing the necessary measures to maintain stability and safety and to submit an annual report of the activities performed during the period, certifying stability and safety with the respective Technical Responsibility Annotation (ART) to the Municipality of Mariana.

Clause 20. After completing of the partial decommissioning works of Dike S4, the PROMISEE undertakes to update or complement the ecotoxicological study and characterization of the tailings/sediments and the natural substrate deposited in Dike S4. The study to be updated or complemented is the one submitted by the PROMISEE to the environmental agency of the STATE OF MINAS GERAIS.

Clause 21. The environmental agency of the RESPONSIBLE GOVERNANCE shall issue a Term of Reference Instrument prior to conducting the study, following these guidelines:

I. The species to be tested for acute and chronic ecotoxicity must be proposed and defined based on updated Brazilian technical standards relevant to the subject;

II. Comparative evaluations of the toxicity measured in the tailings/sediment and natural substrate of Dike S4 must be conducted using a reference area to be defined by the study, in comparison with the geochemical studies;

III. For the samples collected at Dike S4 submitted to ecotoxicity tests, chemical characterization must be performed considering the same physicochemical parameters used in the previous version of the study;

IV. If the toxicity tests yield inconclusive results, the PROMISEE must repeat or conduct additional tests, following the guidelines provided by the environmental agency;

V. If ecotoxicity is detected, the possible causes of this ecotoxicity must be assessed through a Toxicity Identification Assessment (TIA);

VI. If ecotoxicity is confirmed, measures must be proposed for (i) ecological risk assessment; and (ii) possible actions to mitigate such risks; and

VII. The following shall not be considered as risk mitigation alternatives: (i) new dredging, (ii) further lowering of Dike S4; or (iii) complete decommissioning of Dike S4.

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Sub Section II – Removal of Tailings/Sediments from the Risoleta Neves HPP Reservoir

Clause 22. In addition to the 964,051 m³ of tailings/sediments already removed, the PROMISEE undertakes to perform dredging actions of up to 9,150,000 m³ of tailings/sediments from the Risoleta Neves HPP reservoir, as stipulated in the respective environmental licensing procedure and under the terms set forth in Appendix 1 – Removal of Tailings/Sediments.

Clause 23. The PARTIES agree that the PROMISEE shall prioritize the disposal of sediments resulting from activities to maintain the operating conditions of the Risoleta Neves HPP at Floresta Farm, as authorized by the COPAM-MG Corrective Operation License 1496/2020.

Sole Paragraph. Any reports of results, monitoring data, and studies related to the disposal of materials at Floresta Farm shall be submitted to the environmental agency of the STATE OF MINAS GERAIS as part of the aforementioned environmental licensing process.

Sub Section III – Restoration of Aquatic Habitats

Clause 24. The PROMISEE undertakes to promote the restoration of aquatic habitats based on the following obligations:

I. Continue fulfilling the ongoing re-naturalization obligations in the Gualaxo do Norte River as outlined in the Re-naturalization Pilot Project (a project already in progress), to meet the indicators established in Appendix 2 – Restoration of Aquatic Habitats (Re- naturalization); and

II. Carry out the actions for the restoration of aquatic habitats (re-naturalization) across up to4.31km in Sections 8 and 9, as provided for in Appendix 2 – Restoration of Aquatic Habitats (Re-naturalization).

Clause 25. The release of the obligations provided for in this subtopic shall occur upon achieving the final indicators established in Appendix 2 – Restoration of Aquatic Habitats (Re-naturalization).

Section II – Recovery of Out of bed Areas

Clause 26. The PROMISEE undertakes to promote the recovery of the OUT-OF-CHANNEL areas impacted by the COLLAPSE, under the following terms.

Sub Section I – Out of Bed Recovery of Stretches 1 to 4

Clause 27. The PROMISEE undertakes to implement the necessary measures for the environmental recovery of the areas degraded by the COLLAPSE in Sections 1 to 4, following the technical guidelines of the environmental licensing agency of the STATE OF MINAS GERAIS, in compliance with the current legislation, and incorporating all recovery plans already approved under the COPAM-MG Corrective Operation License 020/2019.

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Sub Section II – Out of bed Recovery of Stretches 5

Clause 28. The PROMISEE undertakes to implement the necessary measures for the environmental recovery of the areas degraded by the COLLAPSE in Section 5, while also respecting the definitions concerning the future use of Bento Rodrigues as set forth in ANNEX 1 – MARIANA AND RELOCATIONS, and the provisions of Chapter III, Section I, Subsection I - Partial Decommissioning of Dike S4 of this ANNEX.

Sub Section III – Out of Bed Recovery of Stretches 6 to 11

Clause 29. The PROMISEE undertakes to continue forest restoration and native recovery actions in the areas directly affected, covering 2,000 hectares in the Municipalities of Mariana, Barra Longa, Ponte Nova, Rio Doce and Santa Cruz do Escalvado, in accordance with the guidelines and delivery milestones established in Appendix 3 - Reforestation, Margin Control, and Compensatory Actions.

Clause 30. The PROMISEE undertakes to continue the regularization of riverbeds and banks and the control of erosive processes in the Gualaxo do Norte, Carmo and Doce Rivers in the upstream sections of the Risoleta Neves HPP, in accordance with the guidelines and delivery milestones established in Appendix 3 - Reforestation, Margin Control, and Compensatory Actions.

Clause 31. The releases provided for shall be progressive, with annual and/or partial deliveries, and shall be granted upon proof of the achievement of the indicators set forth in Appendix 3 - Reforestation, Margin Control, and Compensatory Actions.

Sole Paragraph. For the area described in Sections 6 to 11, after the planned recovery actions have been completed and the indicators outlined in the Appendix have been achieved, monitoring shall be maintained exclusively for four (4) years. The results will not affect the release granted.

Clause 32. The guidelines established in Appendix 3 - Reforestation, Margin Control, and Compensatory Actions must be followed concerning payment for environmental services (PES) to landowners, the preparation and execution of Adhesion Instrument with landowners, as well as the formalization procedures in case of withdrawal by landowners or technical infeasibility of restoration, along with the respective associated compensatory measures.

Sub Section IV – Recovery of Marginal Lagoons

Clause 33. The PROMISEE undertakes to submit to the RESPONSIBLE GOVERNANCE a specific proposal for the environmental recovery of the marginal lagoons that fulfill or previously fulfilled an ecological function. This proposal must take into account the actions and diagnoses carried out, the ecological functions of the marginal lagoons, and the impacts resulting from any intervention measures, in accordance with the guidelines and delivery milestones established in Appendix 4 - Marginal Lagoons.

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Clause 34. The pilot project for the recovery of marginal lagoons already in progress shall be continued, in accordance with Appendix 4 – Marginal Lagoons.

Clause 35. Monitoring of the lagoons within the scope of the pilot project must be maintained at least every six months (during the dry and rainy season) in the marginal lagoons provided, as long as they have safe access, and until the completion indicated in Appendix 4 – Marginal Lagoons.

Clause 36. The release of the obligations set forth in this subtopic shall occur upon achieving the final indicators established in Appendix 4 – Marginal Lagoons.

Sub Section V – Recovery of Permanent Preservation Areas (APPS) and Water Recharge

Clause 37. The PROMISEE undertakes to continue, as compensation, the vegetation restoration actions in the APPs and degraded water recharge areas within the channel and tributaries of the Doce River Basin, as follows:

I. 10,000 hectares of active recovery in the tributaries, already initiated;

II. 30,000 hectares of assisted recovery in the tributaries, already initiated;

III. 10,000 hectares along the properties bordering the main channel of the Doce River downstream of the Risoleta Neves HPP, to be initiated; and

IV. Recovery of 5,000 springs, already initiated.

Paragraph one. The study of prioritization of areas already conducted in the Doce River Basin must be adhered to, as provided for in Appendix 3 - Reforestation, Margin Control, and Compensatory Actions.

Paragraph two. The areas designated for forest restoration and native vegetation recovery provided for in this section shall not overlap, for the purposes of release, with those of other obligations to perform established in this ANNEX.

Paragraph Three. There shall be no interruption of the activities already underway, as described in items I, II and IV, without prejudice to any methodological adjustments proposed by the PROMISEE in the PLAN and submitted for approval by the RESPONSIBLE GOVERNANCE, including for release purposes. This adjustment, along with any necessary contractual modifications to ensure the continuity of such actions, may result in schedule changes.

Paragraph four. The indicators, delivery and release milestones, and methodologies to be employed by the PROMISEE in fulfilling this obligation are those established in Appendix 3 - Reforestation, Margin Control, and Compensatory Actions.

Clause 38. The PROMISEE undertakes to continue, until 2026, the structuring and strengthening of the seed and seedling network in the basin - the Doce River Seed and Seedling Network – and must meet the indicators established in Appendix 3 - Reforestation, Margin Control, and Compensatory Actions for the purpose of releasing the obligation.

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Clause 39. The PROMISEE undertakes to carry out forest restoration and native vegetation recovery actions in the priority areas identified in Table 1 of Appendix 3 - Reforestation, Margin Control, and Compensatory Actions.

Sole Paragraph. This obligation shall be included in the target of 10,000 hectares set forth in Item III.

Clause 40. Additionally, to meet the target of 10,000 hectares established in the previous clause, the PROMISEE undertakes to continue the forest restoration and native vegetation recovery in the APPs of affected islands in the main channel of the Doce River downstream of Candonga.

Clause 41. The releases shall be progressive, with annual deliveries, and will be granted upon due proof of the achievement of the indicators established in Appendix 3 - Reforestation, Margin Control, and Compensatory Actions.

Sole Paragraph. After the planned recovery actions have been completed and the indicators outlined in Appendix 3 - Reforestation, Margin Control, and Compensatory Actions have been achieved, monitoring shall be maintained exclusively for four (4) years. The results will not affect the release granted.

Clause 42. The guidelines established in Appendix 3 - Reforestation, Margin Control, and Compensatory Actions must be followed regarding the payment for environmental services (PES) to landowners, the preparation and execution of Adhesion Instrument with landowners, as well as the formalization procedures in case of withdrawal by landowners or technical infeasibility of restoration, along with the respective associated compensatory measures.

Section III - MANAGEMENT OF CONTAMINATED AREAS

Clause 43. The Management of Contaminated Areas shall adhere to the details outlined in this section and in Appendix 5 - GAC Assumptions, without prejudice to the other actions described in other sections of this AGREEMENT.

Clause 44. The Management of Contaminated Areas shall be conducted exclusively in the areas defined in Appendix 5 - GAC Assumptions.

Paragraph one. The areas defined in Appendix 5 - GAC Assumptions were selected based on technical criteria, scientific data gathered from various studies and technical analyses conducted in the affected area before and after the COLLAPSE, anthropogenic activities, reparatory and compensatory measures already implemented in the Basin, as well as those outlined in this AGREEMENT, and criteria of higher ecological interest and/or population density.

Paragraph two. For the purposes of Contaminated Site Management, no additional investigation and remediation measures shall be required from the PROMISEE and its SHAREHOLDERS beyond the areas defined in Appendix 5 - GAC Assumptions.

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Paragraph Three. If a contamination plume identified within the areas specified in Appendix 5 - GAC Assumptions extends to contiguous or bordering areas to the polygons defined in said appendix, the respective polygonal may be extended as necessary to contemplate the entirety of the characterized contamination plume and to implement the corresponding GAC. This extension shall be limited to the Chemical Substances of Interest (SQIs) that show contamination at the boundary of the original target area and must be directly related to the investigation's target area.

Clause 45. The Management of Contaminated Areas shall consider only the chemical substances specified in Appendix 5 - GAC Assumptions.

Clause 46. The PROMISEE shall not be responsible for adopting intervention measures in the studies identify risks to human health or the environment associated with substances on the list that are (i) naturally occurring, as determined by the VRA; and/or (ii) attributable to an alternative anthropogenic source identified during the study's execution.

Clause 47. The entities of the GOVERNMENT, in the exercise of their powers, may, when deemed technically necessary, carry out actions to investigate potential contamination by other chemical substances and in other areas of the Doce River Basin.

Paragraph one. At the discretion of the FEDERAL GOVERNMENT, resources from the Rio Doce Environmental Fund, referred to in ANNEX 17 - ENVIRONMENTAL ACTIONS OF THE FEDERAL GOVERNMENT, may be used to conduct any investigations in accordance with the law.

Paragraph two. The results of any additional investigations carried out by the GOVERNMENT regarding other substances or areas beyond those specified in this ANNEX may result in liability of the PROMISEE and/or FUNDAÇÃO RENOVA, provided that a causal link with the COLLAPSE is established, in accordance with the law.

Clause 48. The PROMISEE shall be responsible for hiring and funding specialized company(ies) to conduct studies and analyses for the development of the Management of Contaminated Areas, in accordance with the terms defined in this ANNEX and in Appendix 5 - GAC Assumptions.

Sole Paragraph. The contracted company(ies) must have the appropriate capacity for the activities to be performed and shall remain independent of the SIGNATORIES. The professionals responsible for the work must have proven experience and technical qualification in the activities to be performed, with an annotation of technical responsibility for the documents produced. Direct communication with the RESPONSIBLE GOVERNANCE shall be ensured, with the mandatory participation of the PROMISEE and/or its representatives in all stages of Management process.

Clause 49. The Terms of Reference for hiring of the company(ies) responsible for the Management of Contaminated Areas must be issued by the RESPONSIBLE GOVERNANCE within ninety (90) days from the hiring of the AUDIT provided for in this ANNEX. It must necessarily reflect the assumptions of Appendix 5 - GAC Assumptions, as well as the technical, methodological, and procedural definitions outlined in this ANNEX.

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Clause 50. The studies shall be conducted in the areas defined and delimited in Appendix 5 - GAC Assumptions. The studies in each location will follow independent and autonomous schedules, ensuring that the progress of studies in one location does not depend on or impact the others.

Clause 51. The governance established in this AGREEMENT shall be responsible for the technical monitoring, supervision, and approval of the stages and results of the studies in the eight (8) areas defined in Appendix 5 - GAC Assumptions. This includes the approval of the intervention and/or remediation measures to be implemented under the responsibility of the PROMISEE, concerning the substances listed in said appendix. The RESPONSIBLE GOVERNANCE shall also be responsible for approving the full compliance of the interventions and/or remediation measures identified in the studies under the PROMISEE's responsibility.

Paragraph one. The RESPONSIBLE GOVERNANCE's position on the studies, as outlined in this section, shall be expressed through the issuance of technical notes. The RESPONSIBLE GOVERNANCE may request a prior evaluation from the Environmental Audit/Consultancy, at its discretion, and facilitate a prior, non- binding consultation with the competent environmental agencies in the respective territorial scope of the study or measure subject to analysis/approval, as deemed necessary.

Paragraph two. For the issuance of technical notes, RESPONSIBLE GOVERNANCE may, at its discretion, request meetings with the contracted company responsible for carrying out the stages of Contaminated Area Management in the respective area under study or measure to be evaluated. The ENVIRONMENTAL AUDIT may also participate in these meetings if its involvement in monitoring the studies in that location has been requested, and the PROMISEE must be invited to participate.

Paragraph Three. The technical notes shall be simultaneously sent to the company contracted to carry out the stages of the Management of Contaminated Areas in the respective evaluated location, to the competent environmental agency in the respective territorial scope covered by the technical note, and to the PROMISEE.

Paragraph four. The approval of the verification reports of each applicable stage shall be issued through a technical note within two (2) months from the submission of the report by the company contracted for each location.

Paragraph Five. The Parties shall exert their best effort to address and resolve any technical differences that may arise during the implementation of the Studies in the course of the technical meetings.

Clause 52. The statements of the ENVIRONMENTAL AUDIT may be used as a reference by the RESPONSIBLE GOVERNANCE in making decisions regarding the adequacy of the studies to the Terms of Reference and to the standards applicable to the Management of Contaminated Areas, as provided in this AGREEMENT and in Appendix 5 - GAC Assumptions, if the respective RESPONSIBLE GOVERNANCE so chooses; however, these statements shall not be binding.

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Clause 53. The procedure for contracting the company(ies) responsible for developing the Management of Contaminated Areas shall comply with the provisions of this section and the criteria and technical assumptions of Appendix 5 - GAC Assumptions.

Paragraph one. The documents evidencing the independence, experience, and technical qualification in the proposing company(ies) in relation to the activities to be performed must be submitted to the RESPONSIBLE GOVERNANCE, along with their respective technical and commercial proposals.

Paragraph two. Within the timeframe defined in the Terms of Reference, the PROMISEE shall select and present to the RESPONSIBLE GOVERNANCE proposals from at least three companies with equivalent technical qualification that meet the conditions established in the Terms of Reference for executing the Management of Contaminated Areas.

Paragraph Three. The PROMISEE may hire more than one company to execute the Management of Contaminated Areas in the locations outlined in Appendix 5 - GAC Assumptions, aiming for greater efficiency in conducting the studies. However, the PROMISEE shall prioritize hiring a single company or the smallest possible number of companies for the GAC to streamline management of data, information, and interventions.

Paragraph four. The RESPONSIBLE GOVERNANCE may veto, based on criteria such as expertise, prior experience, technical independence, and/or appropriate capacity, the company(ies) proposed by the PROMISEE, within sixty (60) days from the submission of the proposals by the PROMISEE. The parties shall make their best efforts to ensure that the selection and hiring process for the company(ies) responsible for the development of the Management of Contaminated Areas is conducted efficiently and promptly, with unjustified vetoes, disputes, and disagreements strictly prohibited.

Paragraph Five. If, as a result of a veto(s) by RESPONSIBLE GOVERNANCE, only one company remains to operate in a given location, the PROMISEE may restart the competitive procedure to solicit new proposals. The PROMISEE shall have thirty (30) days to hire the company(ies) that has not been vetoed with valid justifications by the RESPONSIBLE GOVERNANCE.

Sixth Paragraph. The contracted company(ies) must submit and make all documents related to the Management of Contaminated Areas simultaneously available to the PROMISEE and the RESPONSIBLE GOVERNANCE.

Seventh Paragraph. The contracted company(ies) may be replaced by the PROMISEE during the Management of Contaminated Areas due to failures, delays, or technical insufficiencies in the delivery of the work. The justification for such replacement must be approved by the RESPONSIBLE GOVERNANCE, in accordance with the procedure outlined in Paragraph Four.

Paragraph Eight. The newly contracted company shall utilize the data and analyses already conducted by the replaced company and take the necessary measures to mitigate any impacts of the replacement on the study schedule for that location.

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Clause 54. The PROMISEE shall submit, as part of this ANNEX, an updated schedule for the execution of the Management of Contaminated Areas, specific to each of the locations established in Appendix 5 - GAC Assumptions. This schedule must be approved by the RESPONSIBLE GOVERNANCE and will be subject to adjustments based on the developments of the Management of Contaminated Areas.

Clause 55. The PROMISEE undertakes to execute all intervention and/or remediation actions established in the results of the Management of Contaminated Areas regarding the substances under its responsibility, observing the guidelines set forth in this ANNEX and in Appendix 5 - GAC Assumptions.

Sole Paragraph. The implementation of the actions shall be monitored as outlined in Clause 10.

Clause 56. The effectiveness and efficiency of the actions provided for in the Management of Contaminated Areas will be assessed by the RESPONSIBLE GOVERNANCE throughout their execution. The release of the obligation to perform related to this chapter will be formalized through the issuance of the Closure Instrument of the Contaminated Area Management Process for each area, as established in Appendix 5 - GAC Assumptions.

Clause 57. Any intervention or remediation measures established as a result of the Management of Contaminated Areas must take into account other recovery actions planned or under implementation within the scope of the Environmental Recovery Plan, as well as all reparatory and compensatory measures already carried out by the PROMISEE and the FUNDAÇÃO RENOVA, and those outlined in this AGREEMENT, including initiatives under the responsibility of the GOVERNMENT.

Paragraph one. The parties agree that any intervention or remediation measures defined as a result of the Management of Contaminated Areas shall prioritize alternatives that eliminate or mitigate the risks identified in the Human and Ecological Health Risk Assessment, avoiding additional actions such as reservoirs dredging and/or sediment or tailings removal.

Paragraph two. The measures must also take into account the continuity of operations of existing hydroelectric projects in the Doce River Basin, avoiding any interruption of plant activities in the areas under study, as defined by the territorial boundaries in Appendix 5 - GAC Assumptions.

Paragraph Three. The Intervention Plan must consider the technical, environmental, and social feasibility of the proposed interventions.

Clause 58. All parties involved in the Management of Contaminated Areas must ensure the conscious and proper management of technical data and the dissemination of final results in an suitable, transparent, and responsible manner, in accordance with the provisions of CONAMA Resolution No. 420, as applicable, Appendix 5 - GAC Assumptions, and Federal Law No. 13,709, of August 14, 2018 - General Data Protection Law, including its subsequent amendments, and other applicable laws in effect at the time of the JUDICIAL RATIFICATION of this AGREEMENT.

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Section IV - ENVIRONMENTAL MONITORING

Clause 59. The PROMISEE undertakes to conduct environmental monitoring of the Doce River Basin, based on the obligations described in the following items.

Paragraph one. Considering that at the time of the JUDICIAL RATIFICATION of this AGREEMENT there will be no changes to the guidelines currently adopted by FUNDAÇÃO RENOVA for conducting the monitoring addressed in this section, the PARTIES agree that until the PLAN is approved, there will be no interruption of the monitoring activities currently carried out by FUNDAÇÃO RENOVA or the PROMISEE.

Paragraph two. The data related to the monitoring provided for in this Chapter shall be forwarded to the RESPONSIBLE GOVERNANCE and may be used exclusively for the purpose of informing public policies, without imposing any additional obligations on the PROMISEE, the SHAREHOLDERS and/or the FUNDAÇÃO RENOVA.

Sub Section I – Integrated Monitoring of the Doce River Basin

Clause 60. The actions for Monitoring the Doce River Basin to be included in the PLAN must adhere to the details outlined in this section, without prejudice to the other monitoring actions described in other sections of this ANNEX.

Clause 61. Within this Chapter, the PROMISEE shall present the revised work plan for integrated monitoring (PMI) within the riverbed and for sediment transport monitoring, aiming to support update of the hydro-sedimentology model of large basins with a sediment module (MGB-SED), already calibrated for the stretches, which is deemed suitable for the purposes of this AGREEMENT.

Clause 62. The integrated in-bed monitoring (PMI) shall be conducted annually during the dry season (1 campaign), in stretches 6 to 16, aiming at the chemical and granulometric characterization of the sediments in the transects.

Sole Paragraph. Based on the analysis of the data from the first campaign, the PROMISEE may propose optimization of the sampling network.

Clause 63. The monitoring of suspended sediment transport and bottom sediment transport shall be conducted to support the proper calibration of the hydro- sedimentology model, as outlined in paragraph six.

Paragraph one. The collection methods must adhere to the procedures detailed in the ANEEL Sediment metric Practices Guide (2000).

Paragraph two. Alternative measurement procedures may be accepted, provided that they are technically justified, to facilitate the collection of information during flood events.

Paragraph Three. The stations to be monitored are: RGN08, RCA02, RDO01, Faz. Cach D’Antas (56425000), ROD04, RDO06, RDO08, RDO09, RDO 012, and RDO15.

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Paragraph four. For the purpose of updating the hydro-sedimentology model, the verification of the modeled data with the data measured during the monitoring must be conducted annually, considering the flows observed throughout the hydrological year.

Paragraph Five. The update of the future scenarios of the hydro-sedimentology model will be performed if a deviation exceeding 25% between the estimated annual sediment transport for the most likely predicted scenario predicted and the updated observed scenario is identified.

Sixth Paragraph. The recalibration of the model must be conducted every three (3) years or whenever the analysis referred to in the fourth paragraph indicates a decline in the modeling performance compared to the previous calibration.

Clause 64. The Integrated Monitoring Plan must be executed under the terms provided in this Subsection for fifteen (15) years from the JUDICIAL RATIFICATION of this AGREEMENT.

Clause 65. The Integrated Monitoring of the Doce River Basin does not aim to established actions to be undertaken by the PROMISEE beyond those expressly stipulated in this AGREEMENT and its Appendixes.

Sub Section II – Monitoring of the Water Quality of the Doce River Basin

Clause 66. Samarco undertakes to continue the Systematic Qualitative Monitoring Plan (PMQQS) for fifteen (15) years from the JUDICIAL RATIFICATION of this AGREEMENT, submitting its results to the RESPONSIBLE GOVERNANCE.

Sole Paragraph. Upon reaching the deadline established in the previous item, the PROMISEE may request the release of the obligation.

Clause 67. The scope of the PMQQS must adhere to the scope approved by the government, as outlined in Appendix 6 - Systematic Quali-quantitative Monitoring Program of Water and Sediments.

Clause 68. The parameters of the PMQQS may be reviewed every two (2) years or whenever deemed necessary by the RESPONSIBLE GOVERNANCE.

Clause 69. The PMQQS consists of trend monitoring, and the information generated will serve as a resource for the government to monitor the revitalization of the Doce River Basin. The PMQQS is not intended to, and must not be used, directly or indirectly, to define actions to be undertaken by the PROMISEE beyond those expressly stipulated in this AGREEMENT, this ANNEX, and in its Appendices.

Clause 70. The PROMISEE undertakes to maintain the PMQQS Portal as long as the obligation provided for in this Sections remains in effect.

Sub Section III – Air Quality Monitoring Network

Clause 71. The PROMISEE is obliged to maintain automatic and continuous monitoring of air quality at the stations of Barra Longa Centro, Volta da Capela, and Paracatu de Baixo, sending the data to the supervisory center of SEMAD-DQMA/NQA until the completion of repair works in the municipalities of Barra Longa and Mariana. The obligation is based on the analysis of the dispersion study presented by FUNDAÇÃO RENOVA and a comparative study of the stations inside and outside the ADA.

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Clause 72. The stations may be deactivated upon verification of the completion of the works, evidenced to the environmental agency through a photographic report and other supporting documents.

Clause 73. The completion of the works shall be deemed to occur upon the conclusion of the stages involving the transit of heavy machinery and earthmoving.

Clause 74. The results of the monitoring conducted until the total decommissioning of the stations shall be presented to the RESPONSIBLE GOVERNANCE for the purpose of data compilation and use in public policies, and shall not be used to seek complements to the PLAN or additional actions by the PROMISEE.

Clause 75. The automatic and continuous air quality monitoring stations in Gesteira shall be demobilized immediately following the JUDICIAL RATIFICATION of this AGREEMENT, considering the agreement ratified on May 30, 2023, by the 4th federal Civil and Agrarian Court of the Judicial Subsection of Belo Horizonte/MG in the records of the Enforcement Proceeding Case No. 1000321-98.2020.4.01.3800, and the conversion of the performance of the works into an obligation to pay as established in this AGREEMENT.

Section V – ENVIRONMENTAL MEASURES RELATED TO THE LINHARES COFFERDAM

Clause 76. Considering that in the Public Civil Action, case no. 1012064- 42.2019.4.01.3800 (“Linhares CPA”), currently pending before the 4th Federal Civil and Agrarian Court of the Belo Horizonte/MG Judicial Subsection, listed in ANNEX 23 - LEGAL ACTIONS AND ADMINISTRATIVE PROCEEDINGS TO BE EXTINGUISHED BY THIS AGREEMENT, filed by the Municipality of Linhares, the impacts of the cofferdams installed in Linhares are under discussion, the PROMISEE and/or FUNDAÇÃO RENOVA undertake to implement the actions of the respective Degraded Area Recovery Plans - PRAD, as approved by the competent environmental agencies.

Clause 77. FUNDAÇÃO RENOVA and/or the PROMISEE will implement the Degraded Area Recovery Plans (PRADs) approved by the competent environmental agencies.

Clause 78. FUNDAÇÃO RENOVA and/or the PROMISEE will carry out surface water and sediment monitoring for the Bananal, Doce, and Pequeno rivers, as well as for the Nova, Juparanã, and Terra Altinha lagoons, as defined within the scope of the Linhares CPA until October 2028.

Clause 79. FUNDAÇÃO RENOVA and/or the PROMISEE will conduct quarterly monitoring of the ichthyofauna in the Bananal and Pequeno rivers and in the Nova and Juparanã Lagoons until October 2028, following the technical guidelines outlined in the decision rendered in the Linhares CPA proceedings (ID 1411315854) and the schedule presented by FUNDAÇÃO RENOVA.

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Clause 80. The improvements and other measures related to the Linhares Water Treatment Plant are provided for in ANNEX 19 - TRANSITION AND TERMINATION OF PROGRAMS, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND ITS DEVELOPMENTS.

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ANNEX 17 – ENVIRONMENTAL ACTIONS OF THE FEDERAL GOVERNMENT

CHAPTER I

GENERAL PROVISIONS

Clause 1. This ANNEX regulates:

I. The actions taken by the FEDERAL GOVERNMENT in total or partial replacement of the socio-environmental programs carried out by the FUNDAÇÃO RENOVA until the JUDICIAL RATIFICATION of this AGREEMENT, subject to the provisions of ANNEX 19 – TRANSITION AND TERMINATION OF THE PROGRAMS, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND ITS CONSEQUENCES.

II. The new compensatory actions to be coordinated and supervised by the FEDERAL GOVERNMENT, which promotes socio-environmental benefits to the Doce River Basin, as well as to its terrestrial, marine and coastal ecosystems.

Paragraph one. For the measures and actions referred to in this ANNEX, the PROMISEE and/or the FUNDAÇÃO RENOVA will allocate the amount of BRL 8,132,000,000.00 (eight billion and one hundred and thirty-two million reais) to the federal financial institution, according to ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY and Chapter IV of the GENERAL CONDITIONS of this AGREEMENT.

Paragraph two. There shall be no liability of the FUNDAÇÃO RENOVA, the PROMISEE and/or the SHAREHOLDERS and their RELATED PARTIES (defined in Clause 94, first paragraph of the GENERAL CONDITIONS of this AGREEMENT) in relation to the investment decisions/objectives/purposes and other actions of the FEDERAL GOVERNMENT for the allocation of the resources provided for in this ANNEX, nor any commitment or obligation to make new contributions of amounts to any of the actions of the FEDERAL GOVERNMENT with resources from this ANNEX.

Clause 2. The FEDERAL GOVERNMENT will disclose the actions developed in this ANNEX on the Single Portal of this AGREEMENT, according to ANNEX 21 – COMMUNICATION AND TRANSPARENCY.

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CHAPTER II

ACTIONS OF TTAC'S ENVIRONMENTAL PROGRAMS CONTINUED BY THE FEDERAL GOVERNMENT

Clause 3. ICMBIO [Chico Mendes Institute of Biodiversity] will continue the following actions of Program 28 of the TTAC (PG 28 - Conservation of Aquatic Biodiversity), extinguished by this AGREEMENT:

I. Aquatic Biodiversity Monitoring Program, for a period of 10 (ten) years, counting from the availability of the amounts necessary for its execution.

II. Action Plan for the Recovery and Conservation of the Aquatic Fauna of the Doce River's Watershed (PABA), in part, in relation to the remaining actions.

III. Certain measures of the Action Plan for the Recovery and Conservation of Aquatic Biodiversity of the Doce River Basin and the Coastal and Marine Environments.

Paragraph one. The action referred to in item I will continue to be carried out by the Federal University of Espírito Santo (UFES) and the Espírito Santo Technology Foundation (FEST), and ICMBIO will be responsible for evaluating its applicability for conservation and, if necessary, defining adjustments in execution.

Paragraph two. The identification of a causal link with the COLLAPSE or the definition of additional obligations for the damages object of this AGREEMENT will not be subject to the monitoring of item I.

Clause 4. In relation to Program 30 of the TTAC (PG 30 - Conservation of Terrestrial Biodiversity), extinguished by this AGREEMENT, ICMBIO will include the local populations of endangered species in the national conservation action plans.

Clause 5. ICMBIO will cede to the STATE OF ESPÍRITO SANTO the land for the said state to provide for the construction of the Technical Information Center (CIT) referred to in Program 35 of the TTAC (PG 35 - Information Program for the Population), extinguished by this AGREEMENT.

Clause 6. In relation to Program 39 of the TTAC (PG 39 - Conservation Units), extinguished by this AGREEMENT, it will be incumbent on:

I. ICMBIO, to consolidate the federal conservation units located in the Doce River Basin and in the coastal-marine area.

II. TO THE FEDERAL GOVERNMENT, to create the Environmental Protection Area (APA) of the mouth of the Doce River, with an estimated area of 43,400 (forty-three thousand four hundred) hectares.

Sole Paragraph. In order to fund the actions necessary for the consolidation and implementation of the federal conservation units referred to in item I, the FEDERAL GOVERNMENT may pay in part of the resources of this ANNEX into a private fund of a perpetual nature, to be constituted and managed by the federal financial institution referred to in Chapter IV of the GENERAL CONDITIONS of this AGREEMENT.

CHAPTER III

NEW FEDERAL GOVERNMENT PROJECTS FOR COMPENSATION FOR SOCIO- ENVIRONMENTAL IMPACTS - RIO DOCE ENVIRONMENTAL FUND

Clause 7. The FEDERAL GOVERNMENT will coordinate and supervise the implementation of new compensatory actions that promote socio-environmental benefits to the Doce River Basin, as well as to its terrestrial, marine and coastal ecosystems.

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Clause 8. The actions referred to in this Chapter III shall be financed with funds paid into the Rio Doce Fund in accordance with Chapter IV of the GENERAL CONDITIONS.

Paragraph one. Specifically for the actions referred to in this Chapter III, the Rio Doce Fund will adopt the designation “Rio Doce Environmental Fund” and will have a collegiate body for its management, whose composition and competencies will be defined in an act of the Minister of State for the Environment and Climate Change.

Paragraph two. The federal financial institution responsible for the administration of the Rio Doce Fund shall be responsible for the direct or indirect execution of the resources paid in it for the actions referred to in this ANNEX.

Clause 9. Actions aimed at the following may be funded with resources from the Rio Doce Environmental Fund:

I. Payment for environmental services, primarily water.

II. Recovery, conservation and sustainable use of biodiversity.

III. Promotion of bioeconomy value chains.

IV. Consolidation and management of public forests, conservation units and protected areas.

V. Prevention and fighting of forest fires and support for environmental inspection.

VI. Forest restoration and environmental recovery.

VII. Water and soil conservation.

VIII. Integrated management of water resources and water security.

IX. Risk management and response to environmental emergencies.

X. Protection and conservation of fauna and flora, with special attention to endangered species and aquatic species.

XI. Studies and actions related to contamination management, impact assessment, maintenance, recovery, monitoring and improvement of the environmental quality of the Doce River Basin.

XII. Structuring, management of data and information related to the COLLAPSE and the compensatory measures resulting from this AGREEMENT.

XIII. Environmental education.

Sole Paragraph. The Rio Doce Environmental Fund may pay for the hiring of technical consultants to assist the FEDERAL GOVERNMENT in the planning, execution, monitoring and supervision of the actions dealt with in this ANNEX.

Clause 10. The development of the actions related to this Chapter III and their respective results shall be published and detailed annually by the FEDERAL GOVERNMENT, after hearing, on a non-binding basis, the Doce River Basin Committee.

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ANNEX 18 – FLOOD RESPONSE AND ENVIRONMENTAL AND PRODUCTIVE RECOVERY OF THE BANKS OF THE DOCE RIVER

Clause 1. This ANNEX is intended for actions aimed at responding to floods and other disasters resulting from rainfall and the environmental and productive recovery of the banks and mouth of the Doce River, to be carried out by the STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO.

Clause 2. For the execution of the actions, the amounts will be divided as follows:

I. The amount of BRL 250,000,000.00 (two hundred and fifty million reais) in a linked account to be indicated by the STATE OF MINAS GERAIS, for the implementation of actions in accordance with the objectives set forth in Clause 5.

II. The amount of BRL 750,000,000.00 (seven hundred and fifty million reais) in an escrow account be indicated by the STATE OF MINAS GERAIS, for the constitution of an account, similar to a perpetual fund, for the use of income only, in order to ensure the sustainability of the long-term actions.

III. The amount of BRL 1,000,000,000.00 (one billion reais) in an escrow account, similar to a perpetual fund, for the use of income only, in order to ensure the sustainability of the long-term actions, to be indicated by the STATE OF ESPÍRITO SANTO, will be used in the actions provided for in Clause 5.

Paragraph one. The STATE OF MINAS GERAIS hereby appoints the Development Bank of Minas Gerais S.A. (“BMDG” – Banco de Desenvolvimento de Minas Gerais S.A.) as its agent to receive, store and financially manage the amounts referred to in item II, and it is incumbent upon said financial institution to open a specific bank account for such destination.

Paragraph two. Development Bank of Minas Gerais S.A (“BMDG” - Banco de Desenvolvimento de Minas Gerais S.A.) will agree to its respective appointment, by means of its own instrument, committing itself to comply with all the terms and conditions set forth in this ANNEX, and employing, in the execution of the mandate hereby granted, the same diligence that it would employ in the management of its own business.

Paragraph Three. In the event of impossibility, unfeasibility, failure or any frustration of the performance of Development Bank of Minas Gerais S.A (“BMDG” - Banco de Desenvolvimento de Minas Gerais S.A.), the STATE OF MINAS GERAIS will appoint another financial institution in its place. In this case, the State will also inform the PROMISEE of the change, together with the data for deposit of the respective amounts of the following installments as provided for in ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY. The absence of indication of this change by the State to the PROMISEE will not result in a new payment of any installment that is deposited in the previous financial institution, and the State must ensure that the funds are transferred to the new institution, at no cost to the PROMISEE.

Paragraph four. The remuneration and expenses of the financial institution indicated, related to the management services of the resources of this ANNEX, will be fixed in a specific instrument and will be deducted from the total resources allocated in this ANNEX.

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Paragraph Five. The amounts defined in this ANNEX are compensatory in nature and are intended to compensate and settle controversies regarding any possible contributions or impacts arising from the COLLAPSE in the volume of rainfall in the region covered by this AGREEMENT, floods and other disasters resulting from rainfall.

Paragraph Six. The fulfillment of the OBLIGATION TO PAY by the PROMISEE and/or FUNDAÇÃO RENOVA does not imply in acknowledgment, agreement or confession by the FUNDAÇÃO RENOVA, the PROMISEE, the SHAREHOLDERS and their RELATED PARTIES (defined in Clause 94, first paragraph of the GENERAL CONDITIONS of this AGREEMENT) of any impact or contribution of the COLLAPSE as to any floods and other disasters resulting from rains and their consequences on individual properties.

Clause 3. The actions provided for in this ANNEX must necessarily be geographically located in the flood area indicated in Appendix 18.1 and in adjacent areas up to the limit of 100 (one hundred) meters from said area.

Paragraph one. The benefited area may be expanded in case of future large floods, by administrative act of the STATE OF MINAS GERAIS or the STATE OF ESPÍRITO SANTO.

Paragraph two. Communities on islands in the Doce River may also benefit from the actions of this ANNEX.

Paragraph Three. Priority will be given to properties located on the banks of the Doce River.

Paragraph four. With regard to rural areas, only properties that sign a term of adhesion will be benefited, according to the public policy specified by the public agency responsible for carrying out the actions.

Paragraph Five. It will be exclusively up to the state public agency responsible for the execution of the actions to define the conditions for adhesion and establish the public policy for the allocation of the resources provided for in this ANNEX.

Clause 4. The execution of the actions provided for in this ANNEX may be carried out directly by the State Government or by an entity to be defined by the respective STATE OF MINAS GERAIS or STATE OF ESPÍRITO SANTO, and the rules of execution in each modality shall be established in a subsequent regulation.

Paragraph one. The execution of the actions may be transferred to the Municipal Executive Branch, according to the need and convenience of the respective STATE OF MINAS GERAIS or STATE OF ESPÍRITO SANTO, subject to the prior execution of a legal instrument for access to resources and the formalization, by the municipal entity, of a term of adhesion.

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Paragraph two. The transfer of the execution to the Municipal Executive Branch must provide for the responsibility of the Municipality for the services contracted by it, such as coordination, monitoring, inspection, receipt of services, validation of measurements, obtaining licenses, authorizations and permits that may be necessary, as well as authorization from the owners of private areas eventually indicated or located in the area of competence of the Municipality, to carry out the necessary actions.

Clause 5. The use of the resources of this ANNEX in both the STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO, may be directed to the following actions:

I. With regard to rural areas:

a. Cleaning, removal, transportation of waste and/or sediments mobilized with rains, floods and floodings, with environmentally appropriate disposal.

b. Technical assistance and rural extension for environmental and productive recovery, including soil analysis, fertilizer, seeds, correctives and other necessary inputs, respecting the local characteristics of the economic activity.

c. Alternative individual water supply solutions to address temporary interruptions in water supply systems caused by floods, floods and other disasters resulting from the presence of waste and sediment.

d. Training and research focused on methodologies for productive recovery and environmental preservation, aiming at the sustainability of areas affected by floods and other natural disasters object of this ANNEX.

e. Supply of solar energy generation systems, in order to ensure the sustainability and energy resilience of the properties.

f. Other support actions, according to detailed projects to be detailed.

II. With regard to urban areas, the resources in this ANNEX shall be used primarily for actions to clean roads and public infrastructure affected by floods and other natural disasters that are the subject of this ANNEX.

Paragraph one. For the execution of the actions referred to in items I and II, mechanized services and specialized labor may be used, whenever necessary.

Paragraph two. Recovery actions may be reassessed and repeated in subsequent years, as necessary, to address losses associated with floods, and damage caused by mobilized waste and sediments.

Paragraph Three. The resources may be directed to other actions for the prevention and/or response to floods and/or disasters, in compliance with the purpose of this ANNEX, at the discretion of the STATE OF MINAS GERAIS and/or the STATE OF ESPÍRITO SANTO, provided that in accordance with the guideline provided for in Clause 1 and the area provided for in Clause 3 is observed.

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Clause 6. There shall be no liability of the FUNDAÇÃO RENOVA, the PROMISEE and/or the SHAREHOLDERS and their RELATED PARTIES in relation to the decisions of the STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO for the allocation of the resources provided for in this ANNEX, nor any commitment or obligation to make new contributions of amounts to any of the actions of the PROMISEE(s) with resources in this ANNEX.

Clause 7. The actions carried out with resources from this ANNEX must be disclosed on the Single Portal of this AGREEMENT, according to ANNEX 21 – COMMUNICATION AND TRANSPARENCY.

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ANNEX 19 - TRANSITION AND TERMINATION OF PROGRAMS, MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND ITS CONSEQUENCES

CHAPTER I GENERAL PROVISIONS

Clause 1. This ANNEX provides for the transition and termination of PROGRAMS, measures, responsibilities and obligations arising from the COLLAPSE and its consequences.

Sole Paragraph. The TRANSITION measures addressed in this ANNEX, the OBLIGATIONS TO PERFORM and the OBLIGATIONS TO PAY set forth in this AGREEMENT, fully and satisfactorily replace all TTAC PROGRAMS, extinguished by this AGREEMENT.

Clause 2. The actions, obligations and conducts described in this ANNEX are divided into OBLIGATION TO TRANSFER and/or OBLIGATIONS TO PERFORM and are not subject to the FINANCIAL CAP of this AGREEMENT.

Clause 3. The PROMISEE and/or the FUNDAÇÃO RENOVA must follow the guidelines and methodologies currently applied in the PROGRAMS, during its transition period, observing the provisions of this ANNEX and Appendix 1 - Details of Transition actions.

Clause 4. Appendix 1 - Detailing of Transition Actions lists the 42 (forty-two) PROGRAMS signed in the TTAC, indicating the milestones for the termination of transition measures and the GOVERNANCE responsible for their monitoring.

Clause 5. The actions of the TTAC PROGRAMS, terminated by this AGREEMENT, will be handled in one of the following possibilities:

I. Immediate Termination: the action or its cycles and phases were completed before the signing of this AGREEMENT;

II. Finalization by the executing institutions: the action will be finalized by executing institutions, as provided for in Clause 13. The finalization will occur with the anticipation of the remaining financial transfer of the current contract by the FUNDAÇÃO RENOVA or PROMISEE, upon formal acceptance by the responsible institution;

III. Completion after determined deliveries: the action is in progress on the date of signature of this AGREEMENT, and the current cycle or phase will be completed as provided for in Appendix 1 - Detailing of the Transition actions, with no additional deliveries being necessary; and

IV. Full completion: the action must have all the execution of the scope completed, as stipulated in Appendix 1 - Detailing of the Transition actions, ensuring the execution of all the planned cycles and phases.

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Paragraph one. Actions that have not been initiated by the date of JUDICIAL RATIFICATION of this AGREEMENT are novated through OBLIGATION TO PAY and OBLIGATIONS TO PERFORM, and receive the same treatment as "Immediate Termination", as provided for in item I.

Paragraph two. Any actions of TTAC PROGRAMS not listed in Appendix 1 - Details of Transition actions will be informed by any of the PARTIES to the GOVERNANCE, which shall define the treatment of such actions within sixty (60) days, from the knowledge of the action, according to one of the referrals provided for in the items of the *main section*.

Clause 6. To ensure the correct monitoring of the established transition actions, it is the duty of the PROMISEE and/or the FUNDAÇÃO RENOVA, even after the execution of this AGREEMENT, to pass on to the GOVERNANCE of each Section any pertinent information to the transition actions addressed therein.

Sole paragraph. The PARTIES will observe the privacy of personal data that may be contained in the documentation provided, pursuant to Law No. 13,709, of 14 August 2018 (General Law for the Protection of Personal Data – LGPD).

Clause 7. There is no commitment to the preparation of future studies and/or new projections, beyond those already underway and expressly listed in this ANNEX and Appendix 1 - Details of the Transition actions, regarding to the scope of the terminated PROGRAMS, and the PUBLIC AUTHORITY is responsible for evaluating the best way to use the information arising from the PROGRAMS listed in this ANNEX, respecting all the provisions of this AGREEMENT.

Clause 8. It will be incumbent upon the PROMISEE and/or FUNDAÇÃO RENOVA, as the case may be, to be responsible for any demands from third parties, including requests for information and clarifications, on a measure or project that has been executed by them up to the date of signature of this AGREEMENT or that will be finalized or executed by them or by their partners/contractors under their responsibility in the transition established in this ANNEX, so that the PUBLIC AUTHORITIES cannot be held responsible for these actions.

Clause 9. The PROMISEE and/or the FUNDAÇÃO RENOVA shall prepare and forward to the GOVERNANCE responsible for the transition of each action dealt with in this ANNEX, within sixty (60) days of the JUDICIAL RATIFICATION of this AGREEMENT, a list of contracts in force, a schedule containing details and deadlines for the obligations to perform that remained under its responsibility by virtue of this ANNEX, observing the projects and their deliveries provided for in this ANNEX or its Appendix 1 - Detailing of the Transition actions, as well as those indicated for completion by the executing institutions.

Paragraph one. The PROMISEE and/or FUNDAÇÃO RENOVA may request the GOVERNANCE to extend the period provided for in the *main section*, without prejudice to the continuity of the actions already in progress at the time of the JUDICIAL RATIFICATION of this AGREEMENT.

Paragraph two. Without prejudice to the provisions of the first paragraph, the PROMISEE and/or FUNDAÇÃO RENOVA may submit to the GOVERNANCE of each measure lists of contracts and specific partial schedules of each PROGRAM provided for in this ANNEX.

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Paragraph three. The partial submission provided for in the second paragraph shall not be understood as non-compliance with the deadline provided for in the *main section*, provided that there has been a request for an extension of the deadline in accordance with the first paragraph.

Clause 10. The PROMISEE and/or FUNDAÇÃO RENOVA undertake to provide information related to the transition measures for disclosure by the responsible GOVERNANCE on the Transparency Portal of this AGREEMENT, in accordance with the provisions of ANNEX 21 - COMMUNICATION AND TRANSPARENCY.

Clause 11. The PROMISORS grant release to the PROMISEE, FUNDAÇÃO RENOVA and/or the SHAREHOLDERS and their RELATED PARTIES (defined in Clause 94, first paragraph of the GENERAL CONDITIONS of this AGREEMENT) with respect to the obligations of the TTAC PROGRAMS, terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT, pursuant to Chapter VIII of the GENERAL CONDITIONS.

Clause 12. With respect to the transition obligations of the TTAC PROGRAMS, the GOVERNANCE will grant release after the full completion of each action, according to the milestones established in this ANNEX and its Appendix and under the terms of Chapter VIII of the GENERAL CONDITIONS.

Clause 13. For the purposes of this AGREEMENT, executing institutions are outsourced institutions, of a public or private nature, hired by FUNDAÇÃO RENOVA to perform specific actions of this ANNEX.

Paragraph one. It will be up to the GOVERNANCE to monitor the execution of the referenced projects or measures that will be developed by the executing institutions, in the form of this ANNEX, and there will be no additional transfers, participation, obligation or responsibility of the PROMISEE and/or the FUNDAÇÃO RENOVA, in relation to the project and/or measure executed by these contractors or partners after the transfer of the respective contractual balances.

Paragraph two. If the executing institution described in the main section does not accept the terms of termination of the contract, if necessary, the project and/or measure will be addressed for full completion by the PROMISEE and/or FUNDAÇÃO RENOVA.

Paragraph three. In case of contractual non-compliance by the executing institutions, the GOVERNANCE of the measure and the PROMISEE or FUNDAÇÃO RENOVA will adopt the necessary measures to activate the defaulting institution.

Paragraph four. In the situations covered by the second paragraph, the obligations to be carried out by the PROMISEE and/or FUNDAÇÃO RENOVA will be considered terminated upon the fulfillment of the deliveries provided for in Appendix 1 - Details of the Transition actions, to be attested by the GOVERNANCE.

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Paragraph five. For the actions that will be finalized by the executing institutions, the FUNDAÇÃO RENOVA and/or the PROMISEE must negotiate the transfer of the remaining contractual balance within one hundred and eighty (180) days from the JUDICIAL APPROVAL of this AGREEMENT.

Clause 14. The payment of OBLIGATION TO TRANSFER due to the ADHERING MUNICIPALITIES will take place within sixty (60) days of the delivery of the Term of Adhesion and Commitment to the PROMISEE and compliance with the conditions set forth therein.

Sole paragraph. If there is no adherence to this AGREEMENT by the municipality within the established period, the obligations foreseen for execution by the non- adhering municipality will be fulfilled by the FUNDAÇÃO RENOVA and/or PROMISEE, and no other obligation or compensation will be owed by the FUNDAÇÃO RENOVA and/or PROMISEE to the non-adhering municipality.

Clause 15. The SIGNATORIES fully ratify the agreement ratified on May 30, 2023 by the Court of the 4th Federal Civil and Agrarian Court of the Judicial Subsection of Belo Horizonte/MG in the records of the Judgment Compliance Action, Case No. 1000321-98.2020.4.01.3800, and recognize that the obligations related to the community of Gesteira regarding PG07, PG08, 11, PG12, PG17, PG18, PG 19, PG23 and PG32 were agreed with the PROMISEE and the SHAREHOLDERS in said agreement.

CHAPTER II

PROGRAMMES TERMINATED WITHOUT TRANSITIONAL MEASURES

Clause 16. The following TTAC PROGRAMS, terminated by this AGREEMENT, do not have any additional and/or remaining actions:

I. Program for the Survey and Registration of Impacted People (PG-01);

II. Program for Reimbursement and Indemnification to Impacted People (PG-02);

III. Animal Assistance Program (PG-07);

IV. Program for the reconstruction, recovery and relocation of Bento Rodrigues, Paracatu de Baixo and Gesteira (PG-08);

V. Risoleta Neves UHE Reservoir Recovery Program (PG-09);

VI. Program for the Recovery of Impacted Communities and Infrastructures (Recovery of other Impacted Communities and Infrastructures between Fundão and Candonga, including Barra Longa) (PG-10);

VII. Emergency Financial Aid Program (PG-21);

VIII. Socioeconomic Programs Management Program (PG-22);

IX. Tailings Management Program (PG-23);

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X. Tailings Containment Systems and Treatment at Impact Sites Program (PG-24);

XI. Revegetation, Rockfill and Other Methods Program (PG-25);

XII. Program for the Recovery of Permanent Preservation Areas and Water Reserves (PG-26);

XIII. Spring Recovery Program (PG-27);

XIV. Information Program for the Population (PG-35);

XV. Environmental Risk Management Program (PG-37); and

XVI. Socio-Environmental Programs Management Program (PG-41).

Paragraph one. Despite the absence of transitional measures indicated in this ANNEX for PGs 01, 02 and 21, the assistance of the affected individuals regarding compensation is provided for in ANNEX 2 – INDIVIDUAL INDEMNIFICATION.

Paragraph two. Despite the absence of transition measures indicated in this ANNEX for PGs 07 and 08, the actions related to animal assistance and resettlement must be carried out by the PROMISEE and/or FUNDAÇÃO RENOVA as provided in ANNEX 1 – MARIANA AND RESETTLEMENTS.

Paragraph three. Subject to the provisions of the third paragraph of Clause 1 of the GENERAL CONDITIONS of this AGREEMENT, the PROMISEE and/or the FUNDAÇÃO RENOVA undertakes to carry out actions in the reservoir of the Risoleta Neves Hydroelectric Power Plant (UHE), until the end of the concession period in force on the date of JUDICIAL APPROVAL of this AGREEMENT, aiming at the safety of the main dam of the UHE and the maintenance of the operating conditions of the plant, whose need is verified by its direct relationship with the COLLAPSE.

Paragraph four. ANNEX 11 – REPAIR OF INFRASTRUCTURE IMPACTED BETWEEN FUNDÃO AND CANDONGA sets out for the measures provided for in PG 10 and their form of execution by the PROMISEE and/or the FUNDAÇÃO RENOVA.

Paragraph five. ANNEX 16 – ENVIRONMENTAL RECOVERY PLAN provides for the measures set out in PGs 23, 25, 26 and 27 that are assumed as OBLIGATIONS TO PERFORM of the PROMISEE and/or the FUNDAÇÃO RENOVA in this AGREEMENT.

Paragraph six. The PG35 measures related to the construction and funding of the Technical Information Center in the State of Espírito Santo (CIT), to be carried out in space provided by Chico Mendes Institute of Biodiversity (ICMBio), are provided for in ANNEX 12 – STATE INITIATIVES.

Paragraph seven. The measures of PG35 related to the development of an integrated information system, to be shared with state environmental agencies, may be carried out through the Rio Doce Environmental Fund referred to in ANNEX 17 – FEDERAL GOVERNMENT ENVIRONMENTAL ACTIONS.

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Clause 17. Any contracts related to the PROGRAMS and/or actions related to the PROGRAMS mentioned in this ANNEX will be immediately terminated by the FUNDAÇÃO RENOVA after the JUDICIAL APPROVAL of this AGREEMENT.

CHAPTER III

PROGRAMMES CLOSED WITH TRANSITIONAL MEASURES

Section I – Program for the Protection and Recovery of the Quality of Life of Indigenous People (PG-03)

Clause 18. The Program for the Protection and Recovery of the Quality of Life of Indigenous People (PG-03) will be immediately terminated with the signing of this AGREEMENT, subject to the transition actions provided for in this Section.

Clause 19. The PROMISEE and/or the FUNDAÇÃO RENOVA undertake to continue the following actions:

I. Supply of mineral water: supply of mineral water to the communities of Comboios and Córrego do Ouro in the Indigenous Land (TI) Comboios for a period of 66 (sixty-six) months from the JUDICIAL APPROVAL of this AGREEMENT.

II. Ongoing consulting for PBA-CI: activities of the consulting company H&P with the Tupiniquim and Guarani indigenous people aimed at the construction of the final version of the Basic Environmental Plan – Indigenous Component (PBA-CI) integrated;

III. Hiring of a consultancy to finalize PBA-CI: a bidding process currently underway within the scope of the FUNDAÇÃO RENOVA for the hiring of another consultancy to finalize the final version of the integrated PBA-CI; and

IV. Artesian Wells: obligation to complete the drilling of artesian wells in the villages of Pau Brasil, Córrego do Ouro, Olhos D'água and Comboios, according to objectives and schedule already agreed and in progress.

Sole paragraph. In the event that the obligation of item IV of this clause is not completed within eighteen (18) months of the JUDICIAL RATIFICATION of the AGREEMENT, the term for the supply of mineral water referred to in item I shall be forty-eight (48) months from the effective fulfillment of the obligation referred to in item IV.

Clause 20. The payment of ASE for indigenous people will be made in the form of ANNEX 3 – INDIGENOUS PEOPLE, QUILOMBOLAS COMMUNITIES AND TRADITIONAL PEOPLE.

Clause 21. The GOVERNANCE of the transition of this PROGRAM will be exercised by the Federal Government, through the Ministry of Indigenous People.

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Section II – Quality of Life Program for Other Traditional People and Communities (PG-04)

Clause 22. The Quality of Life Program for Other Traditional People and Communities (PG-04) will be immediately terminated with the signing of this AGREEMENT, subject to the transition measures of this Section.

Clause 23. The PROMISEE and/or the FUNDAÇÃO RENOVA undertake to continue the following actions:

I. H&P Consulting: activities of the consulting firm H&P with traditional miners and sparklers to complete the actions foreseen in the work plans already approved by the communities;

II. Water Supply – Degredo: continuity of the supply of water for human consumption in progress in the Quilombola Community of Degredo until the implementation of the Supply System – Degredo; and

III. Implementation of the Supply System – Degredo: implement the Water Supply System for the Quilombola Community of Degredo, in the STATE OF ESPÍRITO SANTO.

Clause 24. The payment of AFE for traditional communities will be made in the form of ANNEX 3 – INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES, AND TRADITIONAL PEOPLE.

Clause 25. The governance of the transition of this PROGRAM will be exercised by the Federal Government, through the Ministry of Agrarian Development and Family Agriculture and the Ministry of Racial Equality.

Section III – Social Protection Program (PG-05)

Clause 26. The Social Protection Program (PG-05), extinguished by this AGREEMENT, includes the following actions:

I. Municipal Plans for Reparation in Social Protection;

II. Logistical support for the execution of Municipal Social Protection Reparation Plans;

III. CREA [Regional Council of Engineering and Agronomy] lease in Mariana;

IV. Mariana – Fuel;

V. Mariana – Vehicles;

VI. State Social Protection Reparation Plans; and

VII. Municipal training for Social Protection.

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Clause 27. The following actions will be terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT:

I. Municipal Social Protection Reparation Plans of the following municipalities: Aimorés, Alpercata, Belo Oriente, Bom Jesus do Galho, Bugre, Caratinga, Conselheiro Pena, Córrego Novo, Dionísio, Fernandes Tourinho, Iapu, Ipaba, Ipatinga, Itueta, Marliéria, Naque, Periquito, Pingo D'água, Santana do Paraíso, São Domingos do Prata, São José do Goiabal, São Pedro dos Ferros, Sem Peixe, Sobrália, Timóteo, Rio Casca, Galileia, Rio Doce, Barra Longa, Governador Valadares, Tumiritinga and Santa Cruz do Escalvado in Minas Gerais; Aracruz, Baixo Guandu, Linhares, Colatina, Marilândia and Sooretama in Espírito Santo;

II. Logistical support for the execution of Municipal Social Protection Reparation Plans, with the exception of supply support for Mariana;

III. State Plan for Reparation in Social Protection of MG;

IV. State Plan for Reparation in Social Protection of Espírito Santo; and

V. Municipal training for Social Protection in the following municipalities: Alpercata, Córrego Novo, Dionísio, Iapu, Marliéria, São Domingos do Prata, São Pedro dos Ferros, Sem Peixe, Sobrália and Timóteo.

Clause 28. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the "Municipal Training for Social Protection", "Lease of CREA in Mariana", "Mariana - Fuel" and "Mariana - Vehicles", in Mariana/MG, will be finalized by the PROMISEE and/or FUNDAÇÃO RENOVA through determined deliveries, as provided for in Appendix 1 - Details of Transition actions.

Paragraph one. The PROMISEE and/or the FUNDAÇÃO RENOVA must transfer the remaining resources related to the "Municipal Training for Social Protection" of Mariana, in Minas Gerais, to the executing municipality, in the amount of BRL 70,063.41 (seventy thousand and sixty-three reais and forty-one centavos - updated August/24).

Paragraph two. Once the OBLIGATION TO TRANSFER is fulfilled, the obligations of the PROMISEE and/or FUNDAÇÃO RENOVA related to the "Municipal Training for Social Protection" of Mariana/MG are terminated.

Clause 29. The PROMISEE and/or the FUNDAÇÃO RENOVA must transfer the remaining resources related to the "Municipal Plans for Reparation in Social Protection" of Mariana and Resplendor, in Minas Gerais, to the executing municipality, according to the following amounts:

Municipality	**Value**
Mariana	BRL 16,444,073.71 (updated August/24)
Resplendor	BRL 807,500.00 (updated August/24)

Sole paragraph. Once the OBLIGATION TO TRANSFER is fulfilled, the obligations of the PROMISEE and/or FUNDAÇÃO RENOVA related to the Municipal Plans for Reparation in Social Protection of Mariana and Resplendor are terminated.

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Clause 30. The governance of the transition of this PROGRAM will be exercised by the State Committee of Minas Gerais under the terms of the GENERAL CONDITIONS of this AGREEMENT.

Section IV – Communication, Participation, Dialogue and Social Control Program (PG-06)

Clause 31. The Communication, Participation, Dialogue and Social Control Program (PG-06), extinguished by this AGREEMENT, includes the following actions:

I. Maintain channels of interaction, dialogue and continuous relationship with the affected population and other interested audiences;

II. Adopt relationship channels;

III. Install Information and Service Centers – CIAS; and

IV. Maintain an ombudsman for the activities developed by the FUNDAÇÃO RENOVA.

Clause 32. Subject to the provisions of ANNEX 21 – COMMUNICATION AND TRANSPARENCY, the FUNDAÇÃO RENOVA and/or PROMISEE will remain responsible for the actions described below, duly restructured and readjusted to the obligations to perform under its responsibility in this AGREEMENT:

I. Relationship channels, namely the 0800 line, the Contact Us, the Information and Service Centers (CIAs), the User Portal and the Institutional Information Center (NII);

II. Production of content on the repair process in the usual institutional channels and vehicles, aiming exclusively to account for the actions carried out by them, to publicize actions with a service provision character and to inform the internal and/or external public on specific matters pertinent to the obligations under their responsibility in this AGREEMENT, being able to produce technical material (actions and communication pieces), if necessary, to generate accessible and effective social information;

III. Ombudsman, maintaining usual processes such as (i) registration, qualification, verification and response to manifestations received; (ii) forwarding, investigating and dealing with the manifestations; (iii) intermediation and investigation with the protesters for more information and clarifications; (iv) information to the protester about the progress of the process of investigating the manifestations; (v) management of information regarding the manifestations received, verified and finalized; (vi) continuous monitoring of results and indicators; (vii) preparation and publication of periodic reports; and (viii) critical analyses and recommendations to the teams aimed at improving the performance of their activities and providing subsidies to improve the service to the communities impacted by the event; and

IV. Social/institutional relationship and dialogue teams to maintain interactions with the affected communities in the areas covered by obligations to perform so in this AGREEMENT, maintaining the actions carried out today of context analysis and participation and social control in the respective projects related to these obligations.

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Sole paragraph. The actions listed above must be carried out for the time necessary for the complete completion of the execution of all obligations to be carried out under the responsibility of the PROMISEE and/or FUNDAÇÃO RENOVA by virtue of this AGREEMENT.

Clause 33. Actions that are not listed in the previous clause will be considered closed with the JUDICIAL APPROVAL of this AGREEMENT.

Clause 34. The PROMISEE and/or FUNDAÇÃO RENOVA undertake to maintain the current communication and transparency actions in the way they are currently carried out and with the necessary adjustments to adapt the obligations provided for in Clause 32 and ANNEX 21 – COMMUNICATION AND TRANSPARENCY, until the implementation by the PROMISEE of the communication measures provided for in ANNEX 21 – COMMUNICATION AND TRANSPARENCY.

Paragraph one. Until the implementation by the PROMISEE of the communication measures provided for in ANNEX 21 – COMMUNICATION AND TRANSPARENCY, the FUNDAÇÃO RENOVA must include in its communication channels the information on the OBLIGATIONS TO PERFORM executed by the PROMISEE as a result of this AGREEMENT.

Paragraph two. The PROMISEE must subsidize the FUNDAÇÃO RENOVA with the data necessary for the fulfillment of the obligation provided for in the first paragraph.

Clause 35. After the implementation by the PROMISEE of the communication measures provided for in ANNEX 21 – COMMUNICATION AND TRANSPARENCY, the FUNDAÇÃO RENOVA must keep in its communication channels updated all information on the OBLIGATIONS TO PERFORM for which it is responsible.

Clause 36. The governance of the transition of this PROGRAM will be the responsibility of the following Justice Institutions: Federal Public Prosecutor's Office, Public Prosecutor's Office of the State of Minas Gerais, Public Prosecutor's Office of the State of Espírito Santo, Federal Public Defender's Office, Public Defender's Office of the State of Minas Gerais and Public Defender's Office of the State of Espírito Santo.

Section V – School Recovery and School Community Reintegration Program (PG-11)

Clause 37. The School Recovery and School Community Reintegration Program (PG- 11), terminated by this AGREEMENT, includes the following actions:

I. Mariana Psychopedagogical Support;

II. Psychopedagogical Support Barra Longa;

III. Pedagogical Support Mariana;

IV. Pedagogical Support Barra Longa;

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V. Art, Culture and Knowledge Production;

VI. Temporary Schools;

VII. School Structures;

VIII. Emergency Training; and

IX. Integrated Agenda.

Clause 38. The actions of “Training for Emergency” and “School Structures – José Vasconcelos Lanna” will be immediately terminated with the JUDICIAL APPROVAL of this AGREEMENT.

Clause 39. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the following actions will be finalized by the PROMISEE and/or FUNDAÇÃO RENOVA upon determined deliveries, as provided for in Appendix 1 - Details of the Transition actions:

I. Mariana Psychopedagogical Support;

II. Psychopedagogical Support Barra Longa;

III. Pedagogical Support Mariana; and

IV. Pedagogical Support Barra Longa.

Sole paragraph. The training/courses/training/workshops and/or other measures that are in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT must be completed as described in Appendix 1 - Details of the Transition actions.

Clause 40. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the “Temporary Schools”, such as funding, maintenance, transportation of students and other projects in progress for this public, must be maintained by the PROMISEE and/or FUNDAÇÃO RENOVA until the complete transition to the resettlement schools is completed.

Sole paragraph. Included in the obligation of the main section are the actions “Art, Culture and Production of Knowledge”, “School Structures” and the structures listed below:

I. School located in Novo Bento Rodrigues/MG (reconstruction in the resettlement);

II. School located in Novo Paracatu de Baixo/MG (reconstruction in the resettlement);

III. Municipal Temporary School of Bento Rodrigues/MG, currently in operation in Mariana/MG (in maintenance/conservation until transition to resettlement); and

IV. Municipal temporary school in Paracatu de Baixo/MG, currently in operation in Mariana/MG (in maintenance/conservation until transition to resettlement).

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Clause 41. The PROMISEE and/or the FUNDAÇÃO RENOVA must transfer the resources related to the "Integrated Agenda" to the municipality of Sooretama, in the amount of four million reais, (BRL 4,000,000.00), historical value, duly corrected by the IPCA until the date of effective disbursement.

Sole paragraph. Once the OBLIGATION TO TRANSFER to the municipality of Sooretama/ES is fulfilled, the obligations of the PROMISEE and/or FUNDAÇÃO RENOVA related to the Integrated Agenda are terminated.

Clause 42. The governance of the transition of this PROGRAM will be exercised by the State Committee of Minas Gerais and by the State Committee of Espírito Santo, under the terms of the GENERAL CONDITIONS of this AGREEMENT, and each committee will monitor the actions affecting the municipalities in its territory.

Section VI – Program for the Preservation of Historical, Cultural and Artistic Memory (PG-12)

Clause 43. The Program for the Preservation of Historical, Cultural and Artistic Memory (PG-12), extinguished by this AGREEMENT, includes the following actions:

I. Inventories and Diagnostics of:

a. reparation of assets of an intangible nature;

b. safeguarding of archaeological assets; and

c. safeguarding cultural references.

II. Cultural Reference Plan;

III. Technical Reserve;

IV. House of Knowledge;

V. Strengthening of Leisure;

VI. Bento Rodrigues Memorial; and

VII. Chapel roof.

Clause 44. The following actions will be terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT:

I. Preparation of the "Inventories and Diagnoses of:

a. reparation of assets of an intangible nature;

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b. safeguarding of archaeological assets; and

c. safeguarding cultural references.

Clause 45. The following measures in progress at the time of the JUDICIAL RATIFICATION of this AGREEMENT will be finalized by the PROMISEE and/or FUNDAÇÃO RENOVA through determined deliveries, as provided for in Appendix 1 - Details of the Transition actions:

I. Cultural Reference Plan;

II. Strengthening of Leisure; and

III. House of Knowledge.

Clause 46. The measures in progress regarding the actions of the "Bento Rodrigues Memorial", the "Chapel Roof" and the "Chapel of Nossa Senhora das Mercês (Bento Rodrigues)"; "Chapel of São Bento (Bento Rodrigues)"; and "Chapel of Santo Antônio (Paracatu de Baixo)", as well as on the "Technical Reserve" were established in ANNEX 1 - MARIANA AND RESETTLEMENTS.

Clause 47. The referrals referring to the works in the structures of the listed assets listed below are dealt with in ANNEX 11 – REPAIR OF IMPACTED INFRASTRUCTURES BETWEEN FUNDÃO AND CANDONGA and in the respective Appendix 1 – Details of the Transition actions:

I. Mother-Church of São José;

II. Hotel Xavier; and

III. ten (10) residences and private property listed.

Clause 48. The governance of the transition of this PROGRAM will be exercised by the State Committee of Minas Gerais, under the terms of the GENERAL CONDITIONS of this AGREEMENT.

Section VII – Support Program for Tourism, Culture, Sports and Leisure (PG-13)

Clause 49. The Support Program for Tourism, Culture, Sports and Leisure (PG-13), extinguished by this AGREEMENT, includes the following actions:

I. Diagnoses and Impact Assessments in Tourism, Culture, Sports and Leisure;

II. Support for the Estrada Real Program;

III. Infrastructure Increase;

IV. Incentive to Reading;

V. Project to Combat Leisure Losses;

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VI. Fishing Tournament;

VII. Project for the Institutional Strengthening of Culture, Sports and Leisure;

VIII. Tourism Entrepreneurship;

IX. Doce Notice;

X. Strengthening community relations, appreciation and cultural preservation; XI. Integrated Development Program of the Mouth of Doce River;

XII. Institutional Strengthening of Tourism; and

XIII. Rio Doce Urban Park.

Clause 50. The following actions will be terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT:

I. Diagnoses and Impact Assessments in Tourism, Culture, Sports and Leisure;

II. Support for the Estrada Real Program;

III. Infrastructure Increase; IV. Incentive to Reading;

V. Project to Combat Leisure Losses;

VI. Fishing Tournament;

VII. Project for the Institutional Strengthening of Culture, Sports and Leisure;

VIII. Tourism Entrepreneurship;

IX. Integrated Development Program of the Mouth of Doce River; and

X. Institutional Strengthening of Tourism.

Clause 51. The PROMISEE and/or the FUNDAÇÃO RENOVA shall transfer the resources related to the "Rio Doce Urban Park" to the municipality of Rio Doce, in the amount of nine million reais (BRL 9,000,000.00), an amount already corrected until the signing of the AGREEMENT.

Sole paragraph. Once the OBLIGATION TO TRANSFER to the municipality of Rio Doce/MG is fulfilled, the obligations of the PROMISEE and/or FUNDAÇÃO RENOVA related to the Integrated Agenda are terminated.

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Clause 52. The measures in progress at the time of the JUDICIAL RATIFICATION of this AGREEMENT regarding the "Doce Notice" and the project "Strengthening community relations, appreciation and cultural preservation" will be finalized by the FUNDAÇÃO RENOVA and/or PROMISEE through determined deliveries, as provided for in Appendix 1 - Details of the Transition actions.

Paragraph one. The edition of the public notice that is in progress will be continued until its completion, including the accountability of the selected projects.

Paragraph two. All classes or rounds of training, courses, training and/or workshops of these projects that are in progress at the time of JUDICIAL APPROVAL of this AGREEMENT will be finalized by the FUNDAÇÃO RENOVA and/or SAMARCO.

Clause 53. The Integrated Development Program of the Mouth of the Doce River (PID FOZ) for the STATE OF ESPÍRITO SANTO, corresponding to item 8.2 of Priority Axis No. 8, will be an integral part of the State's Public Policies, for the purposes of planning and monitoring the integration between measures, and there will be no participation or responsibility for the preparation or implementation of the program by the FUNDAÇÃO RENOVA, SAMARCO or its SHAREHOLDERS and its RELATED PARTIES.

Clause 54. The governance of the transition of this PROGRAM will be exercised by the State Committee of Minas Gerais and by the State Committee of Espírito Santo, under the terms of the GENERAL CONDITIONS of this AGREEMENT, and each committee will monitor the actions affecting the municipalities in its territory.

Section VIII – Program to Support the Physical and Mental Health of the Impacted Population (PG-14)

Clause 55. The Support Program for the Physical and Mental Health of the Impacted Population (PG-14), extinguished by this AGREEMENT, includes the following actions:

I. Human health risk assessment studies;

II. Epidemiological and Toxicological Studies;

III. Health Action Plans; and

IV. Health training.

Clause 56. The following actions will be terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT:

I. Human health risk assessment studies;

II. Epidemiological and Toxicological Studies;

III. Health Action Plans; and

IV. Health training.

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Paragraph one. Within a maximum period of ninety (90) days from the JUDICIAL APPROVAL of this AGREEMENT, the PROMISEE AND/OR FUNDAÇÃO RENOVA will send to the GOVERNANCE all reports, data, information and documents prepared and/or produced within the scope of the Support Program for the Physical and Mental Health of the Impacted Population (PG-14).

Paragraph two. The PARTIES agree that the Health Action Plans subject to Public Civil Action No. 0039564-83.2018.8.13.0400 of Mariana/MG and Judicial Agreement No. 1024832-63.2020.4.01.3800 of Barra Longa/MG will be maintained observing the deadlines, conditions and resources defined in the respective instruments.

Clause 57. The governance of the transition of this PROGRAM will be exercised by the FEDERAL GOVERNMENT, through the Ministry of Health, the State Committee of Minas Gerais and the State Committee of Espírito Santo, under the terms of the GENERAL CONDITIONS.

Section IX – Research Support Program for the Development and Use of Socioeconomic Technologies Applied to Impact Remediation (PG 15)

Clause 58. The Research Support Program for the Development and Use of Socioeconomic Technologies Applied to Impact Remediation (PG-15), extinguished by this AGREEMENT, includes the following actions:

I. Survey of Technological Matrix;

II. Public Notice for the Promotion of Innovation;

III. Multiset Fair;

IV. TRL Scale Development;

V. Call 09/2018;

VI. Empreende Rio Doce (Include);

VII. University Entrepreneurship;

VIII. Rio Doce Digital;

IX. Entrepreneur's Journey;

X. Tumiritinga Demonstration Unit;

XI. Innovation Hub (Rio Doce Labs and Impulso Rio Doce);

XII. Public Notice: Green Economy;

XIII. Public Notice: Green and Blue Economy; and

XVI. Innovative Technologies for Repair.

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Clause 59. The following actions will be terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT:

I. Survey of Technological Matrix;

II. Public Notice for the Promotion of Innovation;

III. University Entrepreneurship;

IV. Rio Doce Digital;

V. Multiset Fair;

VI. TRL Scale Development;

VII. Call 09/2018;

VIII. Entrepreneur's Journey;

IX. Tumiritinga Demonstration Unit;

X. Green Economy Notice; and

XI. Green and Blue Economy Notice.

Clause 60. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the Innovation Hub (Rio Doce Labs and Impulso Rio Doce) will be fully finalized by the PROMISEE and/or FUNDAÇÃO RENOVA, as provided for in Appendix 1 - Details of the Transition actions.

Clause 61. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the following actions will be finalized by the PROMISEE and/or FUNDAÇÃO RENOVA upon certain deliveries, as provided for in Appendix 1 - Details of the Transition actions:

I. Empreende Rio Doce (Include); and

II. Innovative Technologies for Repair.

Clause 62. The governance of the transition of this PROGRAM will be exercised by the State Committee of Minas Gerais and by the State Committee of Espírito Santo, under the terms of the GENERAL CONDITIONS of this AGREEMENT, and each committee will monitor the actions affecting the municipalities in its territory.

Section X – Program for the Resumption of Aquaculture and Fishing Activities (PG-16)

Clause 63. The Program for the Resumption of Aquaculture and Fishing Activities (PG-16), extinguished by this AGREEMENT, includes the following actions:

I. Panel of Experts;

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II. Cultivating for Fishing Project;

III. Cultivating to Fish Project: APAP;

IV. Promotion and Strengthening of Associativism and Cooperativism;

V. Productive Groups: Entre Rios;

VI. Productive Groups: Areal;

VII. Productive Groups: Regência;

VIII. Productive Groups: Povoação;

IX. Productive Groups: Pedra Corrida;

X. Productive Groups: Rio Casca;

XI. Mapping of economic potential in fisheries and aquaculture;

XII. Program Communication;

XIII. Advisory and Project Management;

XIV. Fisheries and Aquaculture Recovery Plan (ES [state of Espírito Santo and MG [state of Minas Gerais]);

XV. Strengthening of Fishing Culture and Activity - (MG and ES);

XVI. Socioeconomic Characterization and Fisheries Monitoring Project;

XVII. Foz Projects – ASPER;

XVIII. Foz Projects – APAP;

XIX. Foz Projects – Photovoltaic Microstation;

XX. Empodera Belo Oriente Project;

XXI. Social Fish Farming Project;

XXII. Fish Farming Demonstration Unit; and

XXIII. Technical Assistance and Extension:

a. Accompaniment;

b. Technical Assistance and Extension – MG; and

c. Technical Assistance and Extension – ES.

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Clause 64. The following actions will be terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT:

I. Panel of Experts;

II. Cultivating for Fishing Project;

III. Cultivating to Fish Project: APAP;

IV. Promotion and Strengthening of Associativism and Cooperativism;

V. Mapping of economic potential in fisheries and aquaculture;

VI. Program Communication;

VII. Advisory and Project Management;

VIII. Fisheries and Aquaculture Recovery Plan (ES and MG);

IX. Strengthening of Fishing Culture and Activity (ES and MG);

X. Empodera Belo Oriente;

XI. Social Fish Farming Project;

XII. Foz Projects – Photovoltaic Microstation; and

XIII. Demonstration Unit of Fish Farming.

Clause 65. The following actions will be completed by the PROMISEE and/or the FUNDAÇÃO RENOVAthrough determined deliveries, as provided for in Appendix 1 - Details of Transition actions:

I. Productive Groups: Entre Rios;

II. Productive Groups: Areal;

III. Productive Groups: Povoação;

IV. Productive Groups: Regência;

V. Productive Groups: Pedra Corrida;

VI. Productive Groups: Rio Casca;

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VII. “Socioeconomic Characterization and Fisheries Monitoring Project”, which deals with the quantification and qualification of fishing production in the Doce River and on the coast of Espírito Santo, carried out in partnership with the São Paulo Fisheries Institute/FUNDEPAG [Agribusiness Research Development Foundation] and the Federal University of Espírito Santo/FEST;

VIII. Technical Assistance and Extension – Monitoring;

IX. Technical Assistance and Extension – MG; and

X. Technical Assistance and Extension – ES.

Clause 66. The actions “Foz Projects – ASPER” and “Foz Projects – APAP” will be fully completed by the PROMISEE and/or FUNDAÇÃO RENOVA, as provided for in Appendix 1 - Details of Transition actions.

Clause 67. The governance of the transition of this PROGRAM will be exercised by the State Committee of Minas Gerais and by the State Committee of Espírito Santo, under the terms of the GENERAL CONDITIONS, and each committee will monitor the actions affecting the municipalities in its territory.

Section XI – Program for the Resumption of Agricultural Activities (PG-17)

Clause 68. The Program for the Resumption of Agricultural Activities (PG-17), extinguished by this AGREEMENT, includes the following projects and respective actions:

I. PROJ01 (Productive Environmental Zoning);

II. PROJ02 (Analysis of Forest Restoration Opportunities);

III. PROJ03 (PASEA):

a. Diversification of income sources;

b. Rural sanitation;

c. Productive restructuring and sustainable production;

d. Renova Rebanho;

e. Simple infrastructures;

f. Complex infrastructure;

g. Forest restoration of Permanent Preservation Areas (APPs) and Payment for Environmental Services (PES);

h. Soil and water conservation practices;

i. Demonstration units;

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j. Silage – Animal feed;

k. Technical Assistance and Rural Extension – ATER;

IV. PROJ04 (PTIP):

a. Soil repair and management and water management;

b. Demonstration units;

c. Silage – Animal feed; and

d. Technical Assistance and Rural Extension – ATER.

V. PIDRES (Integrated Program for Sustainable Rural and Economic Development).

Clause 69. The following projects and respective actions will be terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT:

I. PROJ01 (Productive Environmental Zoning);

II. PROJ02 (Analysis of Forest Restoration Opportunities);

III. PROJ03 (PASEA):

a. Diversification of income sources;

b. Rural sanitation;

c. Productive restructuring and sustainable production; and d. Renova Rebanho.

IV. PIDRES (Integrated Program for Sustainable Rural and Economic Development).

Sole paragraph. The Integrated Program for Sustainable Rural and Economic Development ("PIDRES") will be an integral part of the Public Policies of the State of Espírito Santo, for the purposes of planning and monitoring the integration between measures under the responsibility of this public entity, without any participation or responsibility of the PROMISEE, FUNDAÇÃO RENOVA and/or SHAREHOLDERS and their RELATED PARTIES regarding the preparation or implementation of the PIDRES.

Clause 70. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the following actions will be finalized by the PROMISEE and/or FUNDAÇÃO RENOVA upon determined deliveries, as provided for in Appendix 1 - Details of the Transition actions:

I. PROJ03 (PASEA):

a. Complex infrastructure (where applicable);

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b. Silage – Animal feed; and

c. Technical Assistance and Rural Extension – ATER.

II. PROJ04 (PTIP):

a. Silage – Animal feed; and

b. Technical Assistance and Rural Extension – ATER.

Paragraph one. The actions of PROJ03 (PASEA) referring to the "Complex Infrastructures" located upstream of the Risoleta Neves UHE, which are pending execution, will be dealt with according to the judicial decision rendered on 05.30.2023 by the Court of the 4th Federal and Agrarian Court of the Judicial Subsection of Belo Horizonte in the records of Priority Axis No. 8 – Case No. 1000417-16.2020.4.01.3800 (ID 1387041881).

Paragraph two. The PROMISEE and/or FUNDAÇÃO RENOVA shall continue the actions of "Technical Assistance and Rural Extension – ATER" and "Silage - Animal Feed" of PROJ03 (PASEA) and PROJ04 (PTIP) for a period of twenty-four (24) months, counted from the JUDICIAL APPROVAL of this AGREEMENT.

Paragraph three. Only owners who manifested themselves within the judicial deadline (31/07/2020), according to the judicial decision rendered in the records of Priority Axis No. 8 – Process No. 1000417-16.2020.4.01.3800 (ID 275212393), and who meet the criteria approved by the Court, are eligible for the "Silage – Animal Feed" actions of PROJ03 (PASEA) and PROJ04 (PTIP).

Paragraph four. The payment of the amounts corresponding to the monthly silage needs will be made according to the rules established in the Silage Exit Plan, considering the calculation of the silage volume and the review of eligibility carried out by the PROMISEE and/or FUNDAÇÃO RENOVA, based on the Conclusive Study.

Clause 71. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the following actions will be fully finalized by the PROMISEE and/or FUNDAÇÃO RENOVA, as provided for in Appendix 1 - Details of the Transition actions:

I. PROJ03 (PASEA):

a. Simple infrastructures;

b. Forest restoration of APPs and Payment for Environmental Services (PES);

c. Soil and water conservation practices; and

d. Demonstration units.

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II. PROJ04 (PTIP):

a. Soil repair and management and water management; and

b. Demonstration units.

Paragraph one. The conclusion of the actions listed in this clause will be formalized upon the presentation of a term of completion signed by the owner, which must be submitted to the governance responsible for the transition.

Paragraph two. If the owner refuses to sign the term of conclusion, the PROMISEE and/or FUNDAÇÃO RENOVA will send the supporting documentation to the governance, which will grant the release if the completion of the actions is verified.

Clause 72. For the referrals proposed in this Section, the properties currently served by the PROMISEE and/or FUNDAÇÃO RENOVA within the scope of PG-17 will be considered, except for measures related to the supply of silage, which must comply with the provisions of the third and fourth paragraphs of Clause 70.

Clause 73. The governance of the transition of this PROGRAM will be exercised by the State Committee of Minas Gerais and by the State Committee of Espírito Santo, under the terms of the GENERAL CONDITIONS of this AGREEMENT, and each committee will monitor the actions affecting the municipalities in its territory.

Section XII – Program for the Recovery and Diversification of the Regional Economy with Incentive to Industry (PG-18)

Clause 74. The Program for the Recovery and Diversification of the Regional Economy with Industry Incentives (PG-18), extinguished by this AGREEMENT, is composed of the following actions:

I. Master Plan and Urban Mobility and Market Intelligence Plan;

II. Compete Rio Doce Fund;

III. Desenvolve Rio Doce Fund;

IV. Entrepreneur’s House;

V. Mariana Business District;

VI. Milk Production Chain;

VII. Reactivation of the Mariana Dairy Product;

VIII. Cocoa Chain;

IX. Business Incubator;

X. Diversify Mariana Fund;

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XI. Microcredit - Community Banks;

XII. Collective and Individual Businesses;

XIII. Promotion of Associativism and Cooperativism;

XIV. Agroecology in Settlements; and

XV. Production Chain - Meliponiculture Project.

Clause 75. The following actions will be terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT:

I. Master Plan and Urban Mobility and Market Intelligence Plan;

II. Compete Rio Doce Fund;

III. Desenvolve Rio Doce Fund;

IV. Entrepreneur's House;

V. Mariana Business District;

VI. Milk Production Chain;

VII. Promotion of Associativism and Cooperativism;

VIII. Reactivation of the Mariana Dairy Product;

IX. Cocoa Chain; and

X. Business Incubator.

Clause 76. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the "Diversifica Mariana Fund" will be finalized by the executing institutions, as provided for in Appendix 1 - Details of the Transition actions.

Sole paragraph. The PROMISEE and/or FUNDAÇÃO RENOVA may designate another executing institution for the execution of the "Microcredit - Community Banks", if the institution originally responsible is not interested in assuming the continuity of the execution of the actions.

Clause 77. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the following actions will be fully finalized by the PROMISEE and/or FUNDAÇÃO RENOVA, as provided for in Appendix 1 - Details of the Transition actions:

I. Agroecology in Settlements;

II. Collective and Individual Businesses;

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III. Promotion of Associativism and Cooperativism;

IV. Production Chain - Meliponiculture Project; and

V. Microcredit - Community Banks.

Clause 78. The governance of the transition of this PROGRAM will be exercised by the State Committee of Minas Gerais and by the State Committee of Espírito Santo, under the terms of the GENERAL CONDITIONS of this AGREEMENT, and each committee will monitor the actions affecting the municipalities in its territory.

Section XIII – Program for the Recovery of Micro and Small Businesses in the Commerce, Services and Productive Sector (PG-19)

Clause 79. The Program for the Recovery of Micro and Small Businesses in the Commerce, Services and Productive Sector (PG-19), extinguished by this AGREEMENT, is composed of the following actions:

I. Adaptation of the business to new market conditions;

II. Territorial Marketing;

III. Business Roundtable;

IV. Marketplace;

V. Business Formalization;

VI. Access to Credit;

VII. Recovery of production conditions (physical and economic);

VIII. Rental of commercial spaces;

IX. Renovation and/or adaptation of infrastructure;

X. Replacement of Inputs and Equipment;

XI. Business Planning;

XII. Competitiveness Gain;

XIII. Training Project; and

XIV. Development of Productive Groups.

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Clause 80. The following actions will be terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT:

I. Adaptation of the business to new market conditions;

II. Territorial Marketing;

III. Business Roundtable;

IV. Marketplace;

V. Business Formalization; and

VI. Access to Credit.

Clause 81. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the following actions will be finalized by the PROMISEE and/or FUNDAÇÃO RENOVA through determined deliveries, ensuring the possibility of payment of the obligations to each business in cash, as provided for in Appendix 1 - Details of the Transition actions:

I. Recovery of production conditions (physical and economic);

II. Rental of commercial spaces;

III. Renovation and/or adaptation of infrastructure;

IV. Replacement of Inputs and Equipment; and

V. Business Planning.

Paragraph one. For the purpose of attesting to completion, after carrying out the actions in progress, it will be necessary for the PROMISEE and/or FUNDAÇÃORENOVA to present a term of completion signed by the owner.

Paragraph two. If the owner refuses to sign the term of conclusion, the PROMISEE and/or FUNDAÇÃO RENOVA will send the supporting documentation to the GOVERNANCE, which will grant release if the completion of the actions is verified.

Clause 82. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the actions of “Competitiveness Gain”, “Training Project” and “Development of Productive Groups” will be finalized by the PROMISEE and/or FUNDAÇÃO RENOVA through determined deliveries, as provided for in Appendix 1 - Details of the Transition actions.

Sole paragraph. All actions, training, workshops and/or other measures of these actions that are in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT must be completed by the FUNDAÇÃO RENOVA and/or PROMISEE.

Clause 83. For the referrals proposed in this Section, the businesses currently served by the PROMISEE and/or FUNDAÇÃO RENOVA within the scope of PG-19 will be considered.

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Clause 84. The governance of the transition of this PROGRAM will be exercised by the State Committee of Minas Gerais and by the State Committee of Espírito Santo, under the terms of the GENERAL CONDITIONS of this AGREEMENT, and each committee will monitor the actions affecting the municipalities in its territory.

Section XIV – Local Hiring Stimulus Program (PG-20)

Clause 85. The Local Hiring Stimulus Program (PG-20), extinguished by this AGREEMENT, includes the following actions:

I. Professional Qualification (Capacita Rio Doce);

II. Mariana's Professional Profile;

III. Supplier Prospecting;

IV. Monitoring of Local Hiring;

V. Monitoring and Evaluation Process; and

VI. Qualification Companies + Management.

Clause 86. The following actions will be terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT:

I. Mariana's Professional Profile;

II. Monitoring of Local Hiring; and

III. Monitoring and Evaluation Process.

Clause 87. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the actions "Qualification Companies + Management", "Professional Qualification Process (Capacita Rio Doce)", and "Supplier Prospection" will be finalized by the FUNDAÇÃO RENOVA and/or SAMARCO through determined deliveries, as provided for in Appendix 1 - Details of the Transition actions.

Sole paragraph. All classes or rounds of guidance, courses, training, workshops and/or other measures of these projects that are in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT must be finalized by the FUNDAÇÃO RENOVA and/or SAMARCO.

Clause 88. The governance of the transition of this PROGRAM will be exercised by the State Committee of Minas Gerais and by the State Committee of Espírito Santo, under the terms of the GENERAL CONDITIONS, and each committee will monitor the actions affecting the municipalities in its territory.

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Section XV – Aquatic Biodiversity Conservation Program (PG-28)

Clause 89. The Aquatic Biodiversity Conservation Program (PG-28), extinguished by this AGREEMENT, includes the following projects and actions:

I. Project for the Recovery and Conservation of Aquatic Fauna in Environmental Area 1 - PJ01;

II. Process of Monitoring Aquatic Biodiversity in fresh, estuarine, coastal and marine environments impacted - PJ02;

III. Preparation and execution of the Integrated Action Plan for the Recovery and Conservation of Aquatic Biodiversity of the Doce River Basin and Coastal and Marine Environments - PJ03;

IV. Preparation and execution of contingency actions - PJ04; and

V. Unified Database (Aqua Biota).

Clause 90. The action of "Preparation and execution of contingency actions - PJ04" will be terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT.

Clause 91. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the "Monitoring Process of Aquatic Biodiversity in the Fresh, Estuarine, Coastal and Marine Impacted Environments - PJ02" will be finalized by the executing institutions, as provided for in Appendix 1 - Detailing of the Transition actions, through the execution of the following steps:

I. Execution of the monitoring of the evolution of aquatic and riparian ecosystems, object of Research Support Foundation of the State of Minas Gerais (FAPEMIG) Call No. 10/2018, expected to end in 2025; and

II. Monitoring of Aquatic Biodiversity in Espírito Santo for a period of 18 (eighteen) months, carried out by the Espírito Santo Technology Foundation (FEST), according to the Work Plan of the New Monitoring Phase, dated April 2024.

Paragraph one. The contractual obligations in force between the FUNDAÇÃO RENOVA and the executing institutions, related to the FAPEMIG Call No. 10/2018 and the monitoring conducted by FEST, will continue until the conclusion of the OBLIGATION TO TRANSFER necessary for the execution of the monitoring referred to in items I and II.

Paragraph two. After the transfer of resources to the executing institutions, the results of the monitoring cycles will be forwarded to GOVERNANCE.

Clause 92. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the "Project for the Recovery and Conservation of the Aquatic Fauna of Environmental Area 1 - PJ01" will be finalized by the FUNDAÇÃO RENOVA and/or the PROMISEE through determined deliveries related to the Action Plan for the Recovery and Conservation of the Aquatic Fauna of the Rio Doce Basin (PABA), as provided for in Appendix 1 - Details of the Transition actions.

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Sole paragraph. The determined deliveries consist of the execution of the Action Plan for the Conservation of Terrestrial Biodiversity and delivery of their respective products and services already provided for in the PABA for a period of eighteen (18) months, counted from the JUDICIAL APPROVAL of this AGREEMENT.

Clause 93. As for the project "Elaboration and execution of the Integrated Action Plan for the Recovery and Conservation of Aquatic Biodiversity of the Doce River Basin and Coastal and Marine Environments - PJ03", the FUNDAÇÃO RENOVA and/or PROMISEE must finalize the preparation of the Integrated Action Plan for the Recovery and Conservation of Aquatic Biodiversity of the Rio Doce Basin and the Coastal Environment, as provided in Appendix 1 - Details of Transition actions.

Clause 94. The PROMISEE and/or FUNDAÇÃO RENOVA must complete the creation of a unified database (Aqua Biota) for the Doce River Basin, with the capacity to supply *SpeciesLink and* the Brazilian Biodiversity Information System (SiBBr).

Paragraph one. After the completion of the database, it should be passed on to Chico Mendes Institute of Biodiversity (ICMBio), Federal University of the State of Espírito Santo (UFES), and the State Committee of Espírito Santo.

Paragraph two. The inclusion of the data generated during the monitoring provided for in Clause 91 to the unified database will be the responsibility of the executing institutions.

Clause 95. The studies and monitoring carried out by public and private institutions, referenced in Appendix 1 - Details of Transition actions, shall not indicate any future measure, under responsibility or obligation for the PROMISEE and/or FUNDAÇÃO RENOVA and/or SHAREHOLDERS and their RELATED PARTIES, given the environmental compensation provided for in this AGREEMENT.

Clause 96. The governance of the transition of this PROGRAM will be exercised by the FEDERAL GOVERNMENT, through the Ministry of Environment and Climate Change, under the terms of the GENERAL CONDITIONS of this AGREEMENT.

Section XVI – Program for the Strengthening of Wildlife Screening and Reintroduction Structures (PG-29)

Clause 97. The Program for the Strengthening of Wildlife Screening and Reintroduction Structures (PG-29), extinguished by this AGREEMENT, includes the construction, equipping and operational maintenance of Wild Animal Screening Centers – CETAS, in the STATE OF MINAS GERAIS and in the STATE OF ESPÍRITO SANTO.

Sole paragraph. The PROMISEE and/or the FUNDAÇÃO RENOVA must transfer to the executing institution the budget balance of the respective contract, so that the action is finalized by the executing institution, according to the contractual specifications.

Clause 98. The governance of the transition of this PROGRAM will be exercised by the FEDERAL GOVERNMENT, through the Ministry of Environment and Climate Change.

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Section XVII – Terrestrial Fauna and Flora Conservation Program (PG-30)

Clause 99. The Terrestrial Fauna and Flora Conservation Program (PG 30), extinguished by this AGREEMENT, includes the following actions:

I. Impact assessment study on endangered species (PJ01);

II. Rapid Ecological Assessment (PJ02);

III. Preparation of the Action Plan for the Conservation of Terrestrial Biodiversity (PJ03); and

IV. Execution of the Action Plan, including monitoring of Terrestrial Biodiversity (PJ04).

Clause 100. The following actions will be terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT:

I. Impact assessment study on endangered species (PJ01);

II. Rapid Ecological Assessment (PJ02); and

III. Preparation of the Action Plan for the Conservation of Terrestrial Biodiversity (PJ03).

Clause 101. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the "Execution of the Action Plan, including monitoring of Terrestrial Biodiversity - PJ04", will be finalized by the PROMISEE and/or FUNDAÇÃO RENOVA upon determined deliveries.

Sole paragraph. The determined deliveries consist of the execution of the Action Plan for the Conservation of Terrestrial Biodiversity and delivery of their respective products and services for a period of eighteen (18) months, counted from the JUDICIAL APPROVAL of this AGREEMENT, as provided for in Appendix 1 - Details of Transition Actions.

Clause 102. The studies and monitoring carried out by the public and private institutions, referred to in this Section, shall not indicate any future measure, under responsibility or obligation for the PROMISEE, FUNDAÇÃO RENOVA and/or SHAREHOLDERS and their RELATED PARTIES, given the environmental compensation provided for in this AGREEMENT.

Clause 103. The governance of the transition of this PROGRAM will be exercised by the FEDERAL GOVERNMENT, through the Ministry of Environment and Climate Change.

Section XVIII – Sewage Collection and Treatment and Solid Waste Disposal Program (PG-31)

Clause 104. The Sewage Collection and Treatment and Solid Waste Disposal Program (PG-31), extinguished by this AGREEMENT, includes the following actions:

I. Funds Transfer Process (PR01);

II. Technical Support Process (PR02); and

III. Training Project (PR03).

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Clause 105. The actions related to the “Training Project (PR03)” will be terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT.

Clause 106. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the “Funds Transfer Process (PR01)” will be finalized by the municipalities and/or executing institutions, as provided for in this Chapter.

Clause 107. The PROMISEE and/or FUNDAÇÃO RENOVA shall transfer the total amount of one hundred and thirty-three million, nine hundred and thirty-two thousand, one hundred and thirty-six reais and eighty-nine centavos (BRL 133,932,136.89) to the Development Bank of Minas Gerais (BDMG) and one hundred and twelve million, three hundred and thirty-one thousand, seven hundred and seventy-seven reais and thirty-two centavos (BRL 112,331,777.32) to the Development Bank of Espírito Santo (BANDES), which will act as financial operators responsible for the continuity of the projects and works already in progress in the municipalities of Minas Gerais and Espírito Santo within the scope of the actions related to the “Process of Transfer of Funds (PR01)”, as shown in Tables 1 and 2 at the end of this ANNEX.

Paragraph one. Projects and works already in progress will be considered those that, until the date of the JUDICIAL APPROVAL of this AGREEMENT, have already at least the publication of the bidding notice for the project, work or acquisition of equipment.

Paragraph two. The transfer of funds includes the payment of the administrative fee to the Development Bank of Minas Gerais (BDMG) and the Development Bank of Espírito Santo (BANDES), as financial operators.

Paragraph three. RESPONSIBLE GOVERNANCE shall decide on the allocation of resources not used by the municipalities within five (5) years after the JUDICIAL APPROVAL of this AGREEMENT.

Paragraph four. After the transfer of the resources referred to in the *main section* by the PROMISEE, their management will be exclusively carried out by the financial operators and the receiving municipalities.

Paragraph five. In the case of the STATE OF ESPÍRITO SANTO, the Public Consortium for the Treatment and Proper Disposal of Solid Waste in the Doce Oeste region of the State of Espírito Santo – CONDOESTE will manage the resources of the cap value and the necessary updates. The resources will be fully transferred to the Development Bank of Espírito Santo (BANDES), and these will be executed, according to projects for the implementation of the Solid Waste Treatment Center - CTR Colatina and the Transshipment Stations - ETs, and should be fully used in basic sanitation.

Clause 108. Also with regard to the “Funds Transfer Process (PR01)”, the PROMISEE and/or the FUNDAÇÃO RENOVA shall transfer directly to each municipality the amount corresponding to the cap established for each municipality for the PG-31, with correction by the IPCA, subtracted from the amount already transferred until the JUDICIAL APPROVAL of this AGREEMENT and from the amount transferred according to Clause 107, according to the corresponding column in Table 2 at the end of this ANNEX.

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Paragraph one. The municipalities must use the amount in sanitation actions and works, in compliance with the rules of ANNEX 15 – MUNICIPAL INITIATIVES regarding accountability.

Paragraph two. With the transfer provided for in Clause 107, the municipalities will directly manage the funds received, without any responsibility of the PROMISEE, FUNDAÇÃO RENOVA or SHAREHOLDERS and their RELATED PARTIES as to the management of these amounts.

Clause 109. There shall be no liability of the FUNDAÇÃO RENOVA, the PROMISEE and/or the SHAREHOLDERS and their RELATED PARTIES in relation to the decisions of the municipalities and financial operators for the allocation of the resources provided for in this Section, nor any commitment or obligation to make new contributions of amounts, in addition to those already provided for in PG-31 currently.

Clause 110. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT, referring to the "Technical Support Process - PR02", will be finalized by the PROMISEE and/or FUNDAÇÃO RENOVA upon determined deliveries.

Sole paragraph. The PROMISEE and/or the FUNDAÇÃO RENOVA shall continue to provide the technical support service to the municipalities of Minas Gerais and Espírito Santo and to Public Consortium for the Treatment and Proper Final Disposal of Solid Waste in the Doce Oeste Region of the State of Espírito Santo - CONDOESTE for a period of two (2) years.

Clause 111. The governance of the transition of this PROGRAM will be exercised by the State Committee of Minas Gerais and the State Committee of Espírito Santo, under the terms of the GENERAL CONDITIONS of this AGREEMENT.

Section XIX – Water Supply Systems Improvement Program (PG-32)

Clause 112. The Water Supply Systems Improvement Program – PG 32, extinguished by this AGREEMENT, includes the following actions:

I. Projects and works related to alternative raw water abstractions and improvement of water treatment systems; and

II. Emergency supply by water truck and distribution and storage of mineral water.

Clause 113. The PROMISEE shall execute certain deliveries of water supply works already started, as shown in Table 3, including commissioning and assisted operation of the water supply systems, according to the respective schedule, until their completion.

Paragraph one. In order to characterize the termination of the obligations herein agreed, the PROMISEE and/or the FUNDAÇÃO RENOVA must present to the GOVERNANCE the Term of Delivery and Receipt signed by the respective municipality and water supply service provider.

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Paragraph two. The works provided for in the *main section* will become part of the municipal assets and must be maintained by the municipalities themselves and/or concessionaires from the signing of the Term of Delivery and Receipt, which will only be issued after the assisted operation is carried out for a minimum period of three (3) months.

Clause 114. The PROMISEE shall transfer the amounts related to the water supply works not started (OBLIGATION TO TRANSFER), according to the scope defined in the design studies, basic and executive projects that will be made available to the respective municipalities.

Paragraph one. Water supply works that have not started are understood to be the works provided for in the design and project studies, but with execution not started until the date of signature of the AGREEMENT, as shown in Table 4.

Paragraph two. The pricing of works that have not started includes the amounts to be spent on the preparation of the design, basic and executive projects not yet prepared and necessary for the completion of the work.

Paragraph three. For cases in which the obligation of the PROMISEE and/or FUNDAÇÃO RENOVA is only the delivery of the design study, the pricing must be presented to the beneficiary municipality within 60 (sixty) days from the delivery. In the case of basic and executive projects, pricing must be included in said project.

Paragraph four. The PROMISEE and/or FUNDAÇÃO RENOVA must follow the deadlines and scopes established in conciliation hearings held in Priority Axis No. 9 (proceeding No. 1000462-20.2020.4.01.3800) and in the processes originated from the dismemberment of this to make available the determined deliveries, to each municipality, consistent with the design studies and projects under preparation in relation to the works not started.

Paragraph five. The design and project studies must be prepared by qualified professionals with the appropriate Technical Responsibility Notes (ART).

Paragraph six. The information and technical documents may be used by the municipalities to eventually subsidize them in technical decisions within the scope of their water supply policy, at their sole discretion and responsibility.

Paragraph seven. The PROMISEE and/or the FUNDAÇÃO RENOVA must transfer (OBLIGATION TO TRANSFER) the amounts related to the water supply works not started within 60 (sixty) days from the formal agreement of the respective municipalities with the studies and projects.

Paragraph eight. The municipality will have discretion in the allocation of the resource provided for in *the main section*, with the condition that it is applied in basic sanitation.

Paragraph nine. Once the OBLIGATION TO TRANSFER provided for in paragraph seven is fulfilled, there will be no liability of the PROMISEE and/or the FUNDAÇÃO RENOVA in relation to investment decisions/interventions carried out by the municipalities.

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Paragraph ten. ANNEX 1 – MARIANA AND RESETTLEMENTS provides for the water supply works to be carried out by the PROMISEE and/or FUNDAÇÃO RENOVA in the locality of Paracatu de Baixo, in the municipality of Mariana/MG.

Clause 115. The PARTIES acknowledge as terminated the actions carried out by the PROMISEE, during the emergency period, and subsequently by the FUNDAÇÃO RENOVA, up to the date of JUDICIAL RATIFICATION of this AGREEMENT, as shown in Table 5.

Clause 116. The PROMISEE and/or FUNDAÇÃO RENOVA shall ensure the emergency supply to the locality of Santo Antônio do Rio Doce, in the municipality of Aimorés, for a period of six (6) months from the delivery of the projects to the municipality, provided for in Table 4.

Clause 117. The PROMISEE and/or FUNDAÇÃO RENOVA undertake to deliver to the municipalities of Barra Longa (Gesteira), Belo Oriente (Cachoeira Escura), Resplendor (Headquarters), Colatina (Headquarters – alternative catchment in the Santa Maria River and improvements to the ETA [Water Treatment Plan] – emergency period) and Linhares (Regência – emergency period) the *as-built projects* of the works carried out.

Clause 118. For the municipalities of Resplendor and Itueta, as they are municipalities that receive water on an emergency basis, the PROMISEE and/or the FUNDAÇÃO RENOVA, in alignment with the respective water supply service providers, must carry out a treatability test procedure as determined in the records of Priority Axis No. 9 (proceeding No. 1000462- 20.2020.4.01.3800).

Paragraph one. From the confirmation of the treatability of the water, the emergency supply must be maintained only for the time necessary for the resumption of the public supply, to be indicated by each water supply service provider.

Paragraph two. In case of verification of non-treatability with the current conditions of each system, the PROMISEE and/or the FUNDAÇÃO RENOVA must carry out actions to improve/change the treatment system(s) necessary for the resumption.

Paragraph three. The treatability test will be paid for by the PROMISEE and/or the FUNDAÇÃO RENOVA, which will be responsible for hiring the accredited laboratory, with the participation of technical representatives of the respective municipalities.

Clause 119. The PROMISEE and/or the FUNDAÇÃO RENOVA shall ensure the emergency supply to the locality of Boninsegna, in the municipality of Marilândia, until the completion of the pending works, according to the work schedule described in Table 6.

Clause 120. In case of disagreement between the Municipalities with the works, projects and studies prepared in compliance with this Section and if it is not possible to reach a consensual solution with the PROMISEE and/or the FUNDAÇÃO RENOVA, the localities will be excluded from the release criteria for the obligations of this Section, except for the rights of the Municipalities and the respective concessionaires to individually pursue their claims against the PROMISEE and/or the FUNDAÇÃO RENOVA.

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Clause 121. The PROMISEE and/or the FUNDAÇÃO RENOVA undertake to offer to the two hundred and sixty-one (261) beneficiaries, detailed in Table 7, a definitive alternative supply solution, understood as a determined delivery, and must execute it, if the beneficiary is interested.

Paragraph one. Alternative solutions must be evaluated by a consultancy to be hired by the PROMISEE and/or the FUNDAÇÃO RENOVA, before being presented to users. The technical manifestation of the consultancy will be presented to the beneficiary along with the offer of the solution.

Paragraph two. The user must have a period of forty-five (45) days from the offer to join the solution. If the beneficiary does not manifest itself after forty-five (45) days of the offer, the provisions of the fourth paragraph below shall apply.

Paragraph three. The PROMISEE and/or the FUNDAÇÃO RENOVA must maintain the individual supply until the completion of the execution and regularization of the alternative system for beneficiaries who express interest in joining.

Paragraph four. The PROMISEE and/or the FUNDAÇÃO RENOVA shall maintain the individual supply for the beneficiaries who do not wish the definitive alternative solution for a period of six (6) months from the refusal or six (6) months after the offer, if the beneficiary does not manifest itself in relation to the definitive supply alternative.

Paragraph five. All solutions must be delivered to users duly regularized, and the PROMISEE and/or the FUNDAÇÃO RENOVA are responsible for defects in the service or product implemented.

Paragraph six. Public supply solutions should be prioritized when this is a viable alternative, and this solution cannot be ruled out exclusively due to the cost of implementation.

Paragraph seven. The definitive solution should observe measures that are less costly for users, in the perspective of future maintenance of the equipment.

Paragraph eight. In cases where the solution is not interconnection to the public supply system, after installation of the system, the PROMISEE and/or the FUNDAÇÃO RENOVA must carry out, as a determined delivery, an assisted operation with the receiver of the system, for a period of three (3) months, to attest the achievement of the potability of the water. At the end of the period of three (3) months, those responsible for each supply alternative will be responsible for the operation and maintenance of their systems, ending the emergency supply.

Paragraph nine. Those responsible for each supply solution shall receive sufficient resources to maintain the operation of their solutions for a period of two (2) years, the value of which shall be evaluated by the consultancy provided for in the first paragraph. There will be no new contribution of funds after the assumption of the operation by the owner, once the period of assisted operation has ended.

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Paragraph ten. The PROMISEE and/or the FUNDAÇÃO RENOVA must pass on the guidelines for the operation and maintenance of the systems developed in writing to the operators of each system.

Paragraph eleven. In cases where the definitive solution is the connection of the beneficiary to the public supply system, the water supply will be paralyzed immediately after the completion of the household connection and the start of the supply by the public network.

Paragraph twelve. Beneficiaries are understood to be the family nucleus identified in Table 7, which will benefit from the alternative solution to be offered and executed by the PROMISEE and/or the FUNDAÇÃO RENOVA.

Paragraph thirteen. Considering the provisions of Law No. 13,709, of 14 August 2018, Table 7 will not be published and access will be restricted to the PROMISORS and to the Court of the 4th Federal Civil and Agrarian Court of the Judicial Subsection of Belo Horizonte for the purpose of complying with the provisions of this AGREEMENT.

Clause 122. Actions related to indigenous people, Quilombola Communities and/or traditional people within the scope of basic sanitation and emergency supply are addressed in Sections I and II, in ANNEX 3 – INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES AND TRADITIONAL PEOPLE and in ANNEX 8 – HEALTH.

Clause 123. The governance of the transition of this PROGRAM, with the exception of Clause 122, will be exercised by the State Committee of Minas Gerais and by the State Committee of Espírito Santo, under the terms of the GENERAL CONDITIONS, and each Committee will monitor the actions affecting the municipalities in its territory.

Section XX – Education Program for the Revitalization of the Doce River Basin (PG-33)

Clause 124. The Education Program for the Revitalization of the Doce River Basin (PG-33), terminated by this AGREEMENT, includes the following actions:

I. Training of Educators;

II. Strengthening of Networks and Public Policies;

III. Training of Young Leaders; and

IV. Education for Sustainable Territory Planning.

Clause 125. The actions of “Strengthening Networks and Public Policies” will be terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT.

Clause 126. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the “Training of Educators” will be finalized by the executing institutions, according to the provisions of Appendix 1 - Details of Transition actions.

Paragraph one. The PROMISEE and/or FUNDAÇÃO RENOVA must transfer to the executing institution the budget balance of the respective contract, so that the action can be finalized by the companies already contracted, according to the contractual specifications.

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Paragraph two. Once the OBLIGATION TO TRANSFER is fulfilled, the obligations of the PROMISEE and/or FUNDAÇÃO RENOVA related to the "Training of Educators" are terminated.

Clause 127. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding "Education for Sustainable Territory Planning" and "Youth Leadership Training" in Minas Gerais and Espírito Santo will be finalized by the PROMISEE and/or FUNDAÇÃO RENOVA through determined deliveries, as provided for in Appendix 1 - Detailing of Transition actions.

Sole paragraph. The PROMISEE and/or the FUNDAÇÃO RENOVA shall complete all guidance, courses, training, workshops or other measures that are in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the action of "Education for Planning of Sustainable Territories".

Clause 128. The governance of the transition of this PROGRAM will be exercised by the State Committee of Minas Gerais and the State Committee of Espírito Santo, under the terms of the GENERAL CONDITIONS.

Section XXI – Environmental Emergency Preparedness Program (PG-34)

Clause 129. The Environmental Emergency Preparedness Program (PG34), extinguished by this AGREEMENT, is composed of the following subprojects:

I. Civil Defense Training – PJ02;

II. Strengthening of the Civil Protection and Defense System – PJ03;

III. NUPDEC – Civil Protection and Defense Center – PJ04;

IV. Safe School – PJ05;

V. Structural Improvement of Civil Defenses – PJ06; and

VI. Acquisition of equipment – Contingency Plan for the Linhares region.

Clause 130. The actions related to the "Structural Improvement of Civil Defenses – PJ06" and the "Acquisition of equipment – with the objective of strengthening the civil defense of the government of Espírito Santo and the municipalities of Linhares and Sooretama" will be terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT.

Clause 131. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the following actions will be fully finalized by the PROMISEE and/or FUNDAÇÃO RENOVA, as provided for in Appendix 1 - Details of the Transition actions:

I. Civil Defense Training – PJ02;

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II. Strengthening of the Civil Protection and Defense System – PJ03;

III. NUPDEC – Civil Protection and Defense Center – PJ04; and

IV. Safe School – PJ05.

Clause 132. The governance of the transition of this PROGRAM will be exercised by the State Committee of Minas Gerais, under the terms of the GENERAL CONDITIONS of this AGREEMENT.

Section XXII – National and International Communication Program (PG-36)

Clause 133. The National and International Communication Program (PG-36) provides for the implementation and maintenance of the website and digital platform for information on the actions adopted by the FUNDAÇÃO RENOVA since its creation.

Clause 134. As a transition from the National and International Communication Program – PG36, FUNDAÇÃO RENOVA must reformulate, within three (3) months after the JUDICIAL APPROVAL of this AGREEMENT, its current website/platform, in order to make it compatible with the OBLIGATIONS TO PERFORM that were its responsibility in this AGREEMENT.

Sole paragraph. FUNDAÇÃO RENOVA shall maintain on its website and digital platform the data of the actions implemented until the JUDICIAL APPROVAL of this AGREEMENT, observing the provisions of this ANNEX and ANNEX 21 – COMMUNICATION AND TRANSPARENCY.

Clause 135. The current website/platform of FUNDAÇÃO RENOVA shall be maintained during the period of execution of its obligations in this AGREEMENT and for at least 12 (twelve) months after its termination.

Sole paragraph. In compliance with the obligation set forth in this Clause, the PROMISEE and/or the FUNDAÇÃO RENOVA may insert an initial notice so that the data on the OBLIGATION TO PAY and the OBLIGATIONS TO PERFORM provided for in this AGREEMENT are obtained from the PROMISEE's communication channels.

Clause 136. The GOVERNANCE of the OBLIGATIONS TO PERFORM provided for in this Section will be the responsibility of the following Justice Institutions: Federal Public Prosecutor's Office, Public Prosecutor's Office of the State of Minas Gerais, Public Prosecutor's Office of the State of Espírito Santo, Federal Public Defender's Office, Public Defender's Office of the State of Minas Gerais and Public Defender's Office of the State of Espírito Santo.

Section XXIII – Doce River Basin Monitoring Program (PG-38)

Clause 137. The Doce River Basin Monitoring Program (PG-38), extinguished by this AGREEMENT, is composed of the following actions:

I. Systematic Quali-Quantitative Monitoring Program of Water and Sediment (PMQQS) of the Doce River;

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II. Quali-Quantitative Monitoring Program for Environmental Surveillance of Interventions (PMQQVAI);

III. Water Quality Monitoring Plan for Human Consumption (PMQACH);

IV. On-demand monitoring; and

V. Rainy Season Action Plan.

Clause 138. The following actions will be terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT:

I. Quali-Quantitative Monitoring Program for Environmental Surveillance of Interventions (PMQQVAI);

II. On-demand monitoring; and

III. Rainy Season Action Plan.

Clause 139. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the "Systematic Qualitative and Quantitative Monitoring Program of Water and Sediment (PMQQS) of the Rio Doce" will be finalized in accordance with the obligations established in ANNEX 16 – ENVIRONMENTAL RECOVERY PLAN.

Clause 140. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the "Water Quality Monitoring Plan for Human Consumption (PMQACH)" will be finalized by the PROMISEE and/or FUNDAÇÃO RENOVA, considering the current scope of the plan, through determined deliveries, for a period of eighteen (18) months from the JUDICIAL APPROVAL of this AGREEMENT, as provided for in Appendix 1 - Details of the Transition actions.

Paragraph one. The execution, finalization and submission of all information, reports and documents related to the transition actions of the "Water Quality Monitoring Plan for Human Consumption (PMQACH)" will lead to the termination of the transition obligation, upon delivery of the results of the last monitoring cycle.

Paragraph two. The results will be processed and delivered to the Ministry of Health and the State Health Secretariats of Minas Gerais and Espírito Santo.

Clause 141. The GOVERNANCE of the transition of this PROGRAM will be exercised by the FEDERAL GOVERNMENT, through the Ministry of Health, under the terms of the GENERAL CONDITIONS of this AGREEMENT.

Section XXIV – Program for the Consolidation of Conservation Units (PG-39)

Clause 142. The Program for the Consolidation of Conservation Units (PG-39), extinguished by this AGREEMENT, includes the following actions:

I. Project for the Impact Assessment of Conservation Units (UCs) and Repair of Potentially Impacted Conservation Units - PJ01;

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II. Consolidation of REVIS Santa Cruz - PJ02;

III. Consolidation of the Rio Doce State Park (PERD) - PJ03;

IV. Preparation and execution of the Management Plan of the APA at the Mouth of the Doce River- PJ04;

V. Construction of the APA Headquarters in the Mouth of the Doce River - PJ05; and

VI. Rebio Comboios Repair Action Plan.

Clause 143. The following actions will be terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT:

I. Preparation and execution of the Management Plan of the APA at the mouth of Rio Doce – PJ04;

II. Construction of the APA Headquarters at the mouth of Doce River – PJ05; and

III. Consolidation of the PERD – PJ03.

Clause 144. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the "Project for the Impact Assessment of Conservation Units (UCs) and Repair of Potentially Impacted UCs PJ01" will be finalized by the PROMISEE and/or FUNDAÇÃO RENOVA upon determined delivery, which consists of the delivery of the final impact assessment report of the conservation units indicated in Table 8.

Paragraph one. The studies and data regarding the conservation units will be delivered by the PROMISEE and/or FUNDAÇÃO RENOVA to the federative entities managing the respective conservation units studied. The studies will be used by the managing bodies of the Conservation Units with the exclusive purpose of technically subsidizing their decisions for planning investments in the respective conservation units, observing the provisions of ANNEX 15 – MUNICIPAL INITIATIVES for the Municipalities.

Paragraph two. The PROMISEE and/or the FUNDAÇÃO RENOVA will deliver a copy of the studies to the GOVERNANCE for compliance with the obligation set forth in this Clause. There will be no validation or evaluation by the GOVERNANCE, to comply with or obtain release of this obligation.

Clause 145. There will be no responsibility of the FUNDAÇÃO RENOVA, the PROMISEE and/or the SHAREHOLDERS and their RELATED PARTIES, in relation to the investment decisions in the Conservation Units, nor any commitment or obligation to carry out, complement or correct any additional study/technical document or collect any other additional information.

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Clause 146. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the "Rebio Comboios Reparation Action Plan", will be finalized by the executing institutions, limited to the following actions:

I. Adjustments in the water collection system for the sea turtle tanks;

II. Deck Recovery; and

III. Improvements aimed at accessibility for visitors with mobility difficulties.

Clause 147. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the "Consolidation of REVIS Santa Cruz – PJ02" will be finalized by the PROMISEE and/or FUNDAÇÃO RENOVA through the continuity of the technical cooperation agreement between Chico Mendes Institute of Biodiversity (ICMBio), FUNDAÇÃO RENOVA and Brazilian Fund for Biodiversity (Funbio), in the form of financial transfer, as provided for in Appendix 1 - Details of Transition actions.

Clause 148. The impacts identified in the final impact assessment report of the Private Natural Heritage Reserves (RPPNs) José Luiz Magalhães Neto, Lagoa Silvana, Sete de Outubro and Fazendo Bulcão will be compensated through the payment of compensation to be negotiated directly between the PROMISEE and/or the FUNDAÇÃO RENOVA with the owners of the RPPNs.

Sole paragraph. In case of disagreement between the owners regarding the proposed values, and if it is not possible to reach a consensual solution with the PROMISEE and/or the FUNDAÇÃO RENOVA, the obligation in relation to that RPPN will be terminated, with the owners being reserved for the right to individually pursue their claims against the PROMISEE and/or the FUNDAÇÃO RENOVA.

Clause 149. The governance of the transition of this PROGRAM will be exercised by the Federal Government, through the Ministry of Environment and Climate Change and by the State Committee of Espírito Santo, according to the federative entity managing the respective conservation unit, under the terms of the GENERAL CONDITIONS of this AGREEMENT.

Section XXV – Program to Promote the Implementation of the Rural Environmental Registry CAR and PRA (PG-40)

Clause 150. The Program to Promote the Implementation of the Rural Environmental Registry CAR and the PRA (PG-40), extinguished by this AGREEMENT, includes the following actions:

I. Promotion of the Rural Environmental Registry (CAR) - PJ01;

II. Promotion of the Environmental Regularization Program (PRA) - PJ02;

III. Technical Cooperation Agreement with the Institute of Agricultural and Forestry Defense of Espírito Santo - IDAF (without taxonomy); and

IV. Technical Cooperation Agreement with the State Institute of Forests - IEF (no taxonomy).

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Clause 151. The actions related to the "Technical Cooperation Agreement with the Institute of Agricultural and Forestry Defense of Espírito Santo (IDAF)" and the "Technical Cooperation Agreement with the State Institute of Forests (IEF)" will be terminated immediately with the JUDICIAL APPROVAL of this AGREEMENT.

Clause 152. The measures in progress at the time of the JUDICIAL APPROVAL of this AGREEMENT regarding the "Promotion of the Rural Environmental Registry (CAR) – PJ01" and the "Promotion of the Environmental Regularization Program (PRA) – PJ02" will be finalized by the PROMISEE and/or FUNDAÇÃO RENOVA through determined deliveries, as provided for in Appendix 1 - Details of the Transition actions.

Paragraph one. The promotion of the Rural Environmental Registry (CAR) and the Promotion of the Environmental Regularization Program (PRA) will be directed to rural landowners currently served by PG-40, whose regularization processes have not been completed.

Paragraph two. The promotion of the Rural Environmental Registry (CAR) and the Promotion of the Environmental Regularization Program (PRA) is subject to the voluntary adherence of rural landowners. If the owner does not express interest, chooses not to join the project, or gives up the benefit during the term of the contracts, his property will be excluded from the list of beneficiaries, upon proof of withdrawal to be validated by RESPONSIBLE GOVERNANCE.

Paragraph three. Proof of withdrawal and/or non-adherence of the owners to the promotion of the Rural Environmental Registry (CAR) and the Promotion of the Environmental Regularization Program (PRA), will be given with the presentation, to the promisor responsible for GOVERNANCE, of (i) a term of refusal/withdrawal signed by the producer, owner or squatter; or (ii) in case of refusal to sign the term by the person responsible for the area, by a document signed by a technical professional involved in the actions, which proves the owner's withdrawal and/or non-adherence, and must also contain the signature of two witnesses.

Paragraph four. After the validation of the GOVERNANCE, the obligation will be terminated immediately with respect to the referred property.

Clause 153. The governance of the transition of this PROGRAM will be exercised by the State Committee of Minas Gerais and the State Committee of Espírito Santo, under the terms of the GENERAL CONDITIONS.

Section XXVI – Program for the Reimbursement of Extraordinary Public Expenditures (PG-42)

Clause 154. The Program for the Reimbursement of Extraordinary Public Expenditures includes actions for the reimbursement of resources to public agencies upon demonstration of the effective expenditure, validated and approved by audit.

Clause 155. The PROMISEE and/or FUNDAÇÃO RENOVA shall transfer the remaining resources related to the "Reimbursement of Extraordinary Public Expenditures" in cases already validated by the audit.

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Paragraph one. The OBLIGATION TO TRANSFER provided for in the main section applies only in relation to the following claim, whose payment will take place within sixty (60) days from the JUDICIAL APPROVAL of this AGREEMENT, in a linked account to be indicated by the STATE OF MINAS GERAIS, according to the amount below:

Between	Historical value	Reference date	Updated value (IPCA - Sep/24)
State Secretariat for the Environment and Sustainable Development – SEMAD – State of Minas Gerais	BRL 199,893.04	16 October 2023	BRL 275,043.58

Paragraph two. Any delay in the submission of the incorrect data and/or data information referred to in the first paragraph shall not constitute a delay by the PROMISEE and/or the FUNDAÇÃO RENOVA regarding the disbursements provided for in ANNEX 22 – SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY of the AGREEMENT.

Paragraph three. Once the OBLIGATION TO TRANSFER is fulfilled, the obligations of the PROMISEE and/or FUNDAÇÃO RENOVA related to the Extraordinary Public Expenditure Reimbursement Program are terminated.

Clause 156. The governance of the transition of this PROGRAM will be exercised by the State Committee of Minas Gerais.

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Table 1 - Relating to Clause 107 of this ANNEX (PG-31)

UF	Entity	Claim Code	Type of claim	Plea
MG	AIMORÉS	AIMESPJ03	Project	Drawing up a project, including a topographical survey and licensing for the treatment of sanitary sewage generated only at the head office
		AIMRSOB05	Work	Expansion of the landfill and renovation and expansion of the Sorting and Composting Plant
		AIMRSPJ01	Project	Preparation of a project to expand the sanitary landfill and renovate the Sorting and Composting Plant - UTC
MG	ALPERCATA	ALPESCT01	Buying land	Acquisition of the land where the Sewage Treatment Plant (STP) for the municipality's headquarters and the district of Era Nova will be built
		ALPESPJ01	Project	Design of the sewage system for the municipality's headquarters and the district of Era Nova
		ALPRSAB01	Purchase of goods	Acquisition of vehicles and equipment for the operation of selective collection
		ALPRSPM01	Plans and studies	Preparation of feasibility studies for the design of infrastructure services for integrated systems for the final disposal of solid urban waste, as well as environmental education and selective collection programs
MG	BARRA LONGA	BALESCT01	Buying land	Acquisition of land for the construction of the municipal wastewater treatment plant
		BALESOB01	Work	Execution of the SES project at the municipal headquarters
		BALESPJ01	Project	Adaptation of the SES engineering project at the municipal headquarters
		BALRSCT01	Buying land	Acquisition of land where the Sorting and Composting Plant (UTC) will be set up and where the Transfer Station (ET) is already built.
		BALRSPJ01	Project	Preparation of design studies, basic and executive projects, preparation of environmental licensing and definition of works, with a view to implementing the Sorting and Composting Plant (UTC)

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UF	Entity	Claim Code	Type of claim	Plea
MG	BELO ORIENTE	BEOESOB04	Work	Implementation of the sewage system - SES in the district of Perpétuo Socorro (Cachoeira Escura)
		BEORSAB01	Purchase of goods	Acquisition of equipment and vehicles for the operation of selective collection
MG	BOM JESUS DO GALHO	BJGESOB02	Work	Implementation of the sewage system in the district of Revés do Belém
		BJGESPJ02	Project	Preparation of sanitary sewage system projects for the municipality's headquarters and the Revés do Belém district.
		BJGRSOB03	Work	Implementation of a sorting shed for recyclable materials
MG	BUGRE	BUGESCT01	Buying land	Acquisition of land to build the Wastewater Treatment Plant in Bugre
		BUGESOB02	Work	Implementation of the sewage system in the towns of Bugre, Boachá, São Lourenço, Livramento and São José do Bugre
		BUGESPJ02	Project	Preparation of sewage system projects for the towns of Bugre (headquarters), São Lourenço, Livramento and São José do Bugre
		BUGRSAB01	Purchase of goods	Purchase of a truck with a wooden body and a skid steer loader
MG	CARATINGA	CARESPJ02	Project	Completion and revision of the Conception Studies and Basic Projects and preparation of the Executive Projects for the Sanitary Sewerage Systems (SES) for the districts of São Cândido, Sapucaia and Cordeiro de Minas (including the Porto Seguro neighborhood).
MG		CARRSOB02	Work	Expansion of the Caratinga sanitary landfill
MG	CÓRREGO NOVO	CONESOB01	Work	Implementation of the sanitary sewage system at the municipality's headquarters
		CONRSAB01	Purchase of goods	Purchase of a dump truck

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UF	Entity	Claim Code	Type of claim	Plea
MG	CONSELHEIRO PENA	COPESAO01	Technical advice	Hiring technical consultants for land regularization
		COPESOB01	Work	Construction of the sewage system at the municipal headquarters
		COPRSAB01	Purchase of goods	Acquisition of vehicles and equipment for the operation of selective collection
MG	CIMVALPI	CVPRSAB01	Purchase of goods	Purchase of 29 roll on off bucket containers with a minimum capacity of 30m³
		CVPRSPM01	Plans and studies	Preparation of the Intermunicipal Integrated Solid Waste Management Plan for the municipalities associated with the Piranga Valley Multi-Sector Intermunicipal Consortium (PIGIRS/CIMVALPI),
MG	DIONÍSIO	DIOESCT01	Buying land	Expropriation/acquisition of area for the installation of the WWTP in the Conceição de Minas district of Dionísio
		DIOESOB03	Work	Implementation of sewage collection and treatment works in the Baixa Verde district
		DIOESPJ01	Project	Preparation and adaptation of engineering projects for the sanitary sewage system at the municipal headquarters and in the Baixa Verde and Conceição de Minas districts.
		DIORSAB01	Purchase of goods	Purchase of dump truck, sorting conveyor, hydraulic press, scale, hydraulic hand truck and branch crusher
		DIORSPM02	Plans and studies	Preparation of PRAD for dump/controlled landfill
MG	FERNANDES TOURINHO	FETESCT01	Buying land	Acquisition of land for the implementation of the sewage system for the district of Senhora da Penha
		FETESPJ01	Project	Design for the Senhora da Penha district wastewater treatment plant
		FETESPJ02	Project	Design of a sewage system for the municipality of Fernandes Tourinho

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UF	Entity	Claim Code	Type of claim	Plea
MG	GALILÉIA	FETRSPM01	Plans and studies	Drawing up feasibility studies for the design of infrastructure services for integrated systems for the final disposal of solid urban waste, as well as environmental education and selective collection programs
		FETRSPM02	Plans and studies	Review of the Fernandes Tourinho Municipal Basic Sanitation Plan
		FETRSPM03	Plans and studies	Drawing up the Degraded Area Recovery Plan for the old dumpsite
		GALESCT01	Buying land	Acquisition of land for the implementation of the sanitary sewage system at the municipality's headquarters
		GALESPJ01	Project	Preparation of sanitary sewage system projects for the municipality's headquarters.
		GALESPM01	Plans and studies	Preparation of the environmental study and payment of the fees for analyzing the process with the environmental agencies, for the environmental regularization process of the SES in the municipality of Galiléia/MG
		GALRSAO01	Technical advice	Environmental regularization of MSW and payment of fees for analysis of the process with the environmental agencies of the municipality of Galiléia/MG
		GALRSPM01	Plans and studies	Preparation of feasibility studies for the design of infrastructure services for integrated systems for the final disposal of solid urban waste, as well as environmental education and selective collection programs
MG	GOVERNOR VALADARES	GOVESAO01	Technical advice	Hiring technical consultancy to support obtaining environmental licenses - ETE Elvamar
		GOVESCT01	Buying land	Acquisition of land to build the Fernão Dias pumping station for the Sanitary Sewerage System - SES ETE Elvamar
		GOVESOB13	Work	Expansion of the Santos Dumont WWTP laboratory and acquisition of equipment/inputs and equipment calibration and staff training services

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UF	Entity	Claim Code	Type of claim	Plea
		GOVESPJ11	Project	Design of interconnections between collectors and interceptors - Santos Dumont ETE Basin - 1st Stage BDMG
		GOVESPJ12	Project	Design of interconnections between collectors and interceptors - Grã- Duquesa, Centro, Vale Verde (Santos Dumont ETE Basin)
		GOVESPJ13	Project	Design of interconnections between collectors and interceptors - Santos Dumont WWTP Basin - Completion of 1st Stage RENOVA
		GOVESPJ14	Project	Design of interconnections between collectors and interceptors - Santos Dumont ETE Basin - 2nd Stage CEF
		GOVESPJ15	Project	Design of interconnections between collectors and interceptors - (ETE Elvamar Basin)
		GOVRSPJ01	Project	Drawing up projects for landfill sites
		GOVRSPM01	Plans and studies	Preparation of feasibility studies for the design of infrastructure services for integrated systems for the final disposal of solid urban waste, as well as environmental education and selective collection programs
		IAPESCT01	Buying land	Acquisition of land to build a sewage treatment plant
MG	IAPU	IAPESOB03	Work	Implementation of sanitary sewage collection and treatment system
		IAPRSAB01	Purchase of goods	Purchase of a branch shredder and a skid steer loader
		IAPRSAB02	Purchase of goods	Acquisition of body truck with tipping bucket
MG	IPATINGA	IPAESOB03	Work	Expansion of the municipal sewage collection and treatment system
		IPARSPM02	Plans and studies	Hiring services to draw up a Selective Collection Plan, implement and monitor MSW
MG	IPABA	IPBESOB01	Work	Implementation of a sewage system in the town center and the village of Boachá

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UF	Entity	Claim Code	Type of claim	Plea
MG	ITUETA	IPBESPJ01	Project	Design of the sewage system for the town center and the village of Boachá
		IPBRSOB03	Work	Implementation works for the Recyclable Materials Sorting Shed in Ipaba /MG
		ITUESOB05	Work	Implementation of the sewage system (SES) in the Vila Neitzel district
		ITUESPJ02	Project	Hiring a specialized engineering company to prepare basic and executive projects for the expansion of the sewage system in the Vila Nietzel and Quatituba districts
		ITUESPM01	Plans and studies	Preparation of a study of the dilution capacity of the Quatis stream and a project for a technological alternative for the purpose of discharging the effluent treated by the Sewage Treatment Plant (STP) at the Itueta headquarters in order to obtain an environmental license.
		ITURSOB02	Work	Maintenance of the consortium landfill in Resplendor
MG	MARLIÉRIA	MREESOB01	Work	Implementation of the sewage system in the Cava Grande district
		MREESPJ02	Project	Design of the sewage system in the Cava Grande district
		MRERSOB01	Work	Renovation/expansion of the Sorting and Composting Plant - UTC and acquisition of equipment
MG	MARIANA	MRNESAO01	Technical advice	Management of the SES implementation project in Mariana/MG
		MRNESOB04	Work	Execution of SES implementation works for the city of Mariana
		MRNESPJ03	Project	Preparation of engineering projects Districts of Rita Durão, Monsenhor Horta, Bandeirantes, Cláudio Manoel, Furquim, Barroca and Passagem de Mariana, including the Liberdade neighborhood and the sub-districts of Mainart, Barro Branco and Águas Claras
MG	NAQUE	NAQESCT01	Buying land	Acquisition of the land to build the WWTP at the municipality's headquarters

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UF	Entity	Claim Code	Type of claim	Plea
		NAQESOB03	Work	Implementation of the Sanitary Sewerage System in the Municipality of Naque/MG
		NAQESPJ02	Project	Preparation of concept studies, basic design, executive design and environmental licensing for the implementation of the Sanitary Sewerage System (SES) at the Municipal Headquarters
		NAQESPM01	Plans and studies	Review of the Municipal Basic Sanitation Plan
		NAQRSOB02	Work	Works to set up the Recyclable Materials Sorting Shed in Naque/MG
		PERESCT01	Buying land	Acquisition of land for the implementation of the sanitary sewage system (SES) at the municipality's headquarters
		PERESOB01	Work	Implementation of a sewage system in the municipality's headquarters and the São Sebastião do Baixio, Pedra Corrida and Serraria districts.
MG	PERIQUITO	PERESPJ01	Project	Preparation of sanitary sewage system projects for headquarters and the São Sebastião do Baixio, Pedra Corrida and Serraria districts.the municipality's
		PERRSOB02	Work	Improvements to the Recyclables Sorting and Composting Unit
		PIAESPJ02	Project	Preparation of a sanitary sewage system project for the municipality's headquarters.
MG	PINGO D’ÁGUA	PIARSOB03	Work	Construction of the Sorting and Composting Plant in Pingo d'Água/MG
		RASESPJ02	Project	Review and preparation of engineering projects for sanitary sewage systems for the municipality's headquarters
MG	RAUL SOARES	RASRSAB01	Purchase of goods	Acquisition of two dump trucks to help implement selective collection and equipment for the Sorting and Composting Plant
		RASRSPM02	Plans and studies	Preparation of the Degraded Area Recovery Plan (PRAD) for the controlled landfill in Raul Soares/MG

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UF	Entity	Claim Code	Type of claim	Plea
MG	RESPLENDOR	RESESPJ01	Project	Design, technical feasibility, economic and environmental studies, basic and executive projects for the districts of Calixto, Nicolândia, Campo Alegre and Independência
		RESRSOB02	Work	Emergency works to be carried out in accordance with the projects already approved for the project during the concession phase of the current AAF, including works on the platform in use, implementation of a drainage system for percolates and gases, maintenance of common use areas
MG	RIO CASCA	RICESAO01	Technical advice	Hiring a technical advisor for technical monitoring of works under TC/PAC 0352/14
		RICESOB05	Work	Completion of Sanitary Sewerage System works at the municipality's headquarters (EEE02, LR 02, Interceptor 01 on the right bank of the Casca River, gabion retaining walls at EEE 01 and Final, sewage connections, demolition and recomposition of polyhedral sidewalk with reuse in part of the Roma Incerceptor, among other services).
		RICESOB06	Work	Execution of the second and third stages of the Sanitary Sewerage System (SES) in the municipality of Rio Casca
		RICRSPM02	Plans and studies	Drawing up the Degraded Area Recovery Plan for the old dumpsite in Rio Casca/MG
MG	RIO DOCE	RIDESOB01	Work	Construction of SES for the Matadouro district
		RIDESOB02	Work	Construction of SES for the district of Jorge
		RIDESOB03	Work	Construction of SES for the district of São José de Entre Montes
		RIDESOB04	Work	Implementation of individual sewage treatment systems in the municipality of Rio Doce/MG
		RIDRSAB01	Purchase of goods	Purchase of equipment to help operationalize the Sorting and Composting Plant
		RIDRSOB02	Work	Renovations and Improvements to the Rio Doce Sorting and Composting Plant, Minas Gerais, Brazil

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UF	Entity	Claim Code	Type of claim	Plea
MG	SANTANA DO PARAÍSO	SAPESPJ01	Project	Preparation/adaptation of engineering projects for the provision of sewage services in the localities of Córrego Bom Sucesso, Córrego Batinga, Comunidade Boa Vista, Córrego Monjolo, Córrego do Achado, Córrego do Coruja, Comunidade Chico Lucas, Córrego Ponciano, Comunidade Areia Grossa, Córrego do Brejão, Distrito Industrial and Bairro Ipaba do Paraíso totaling 10 locations in rural areas and 02 in urban areas.
		SAPRSAB02	Purchase of goods	Acquisition of a forklift truck, a dump truck, a truck for selective collection with an adapted body, a transport vehicle for 21 passengers and other equipment for selective collection in the municipality
		SAPRSPM01	Plans and studies	Review of the PGIRS
MG	SANTA CRUZ DO ESCALVADO	SCEESPJ02	Project	Preparation of engineering projects for the municipality's headquarters
		SCERSAB01	Purchase of goods	Acquisition of a tipper truck to be used to help implement selective collection for collecting and transporting waste to the Sorting and Composting Plant.
MG	SÃO DOMINGOS DO PRATA	SDPESCT02	Buying land	Acquisition of property for the construction of a sewage treatment plant, final pumping station and indemnification of the easement strip
		SDPESOB05	Work	Construction of the sewage system at the municipal headquarters
		SDPRSAB01	Purchase of goods	Implementation, expansion and improvements related to selective collection through the acquisition of: one(1) Compactor Truck and acquisition of collectors - Recyclable Material (garbage cans)
		SDPRSOB02	Work	Renovation and expansion of the Sorting and Composting Plant
		SDPRSPM01	Plans and studies	Preparation of the Municipal Integrated Solid Waste Management Plan (PGIRS)
		SDPRSPM04	Plans and studies	Preparation of the Degraded Area Recovery Plan (PRAD) for the dump/controlled landfill only for the municipality of São Domingos do Prata.

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UF	Entity	Claim Code	Type of claim	Plea
MG	SEM-PEIXE	SEPESOB01	Work	Complementation of counterpart funds for TC/PAC 0366/14
		SEPESOB02	Work	Implementation of sewage treatment in the district of São Bartolomeu
		SEPESOB03	Work	Construction of cesspits and drains throughout the village of São Paulino and the entire countryside
		SEPESPJ01	Project	Drawing up an engineering project for the São Bartolomeu district
		SEPESPJ02	Project	Drawing up an engineering project for the village of São Paulino and the entire rural area
MG	SÃO JOSÉ DO GOIABAL	SJGESOB02	Work	Execution of the SES project at the headquarters
		SJGESPJ02	Project	Adjustment of the SES project for the municipality's headquarters. Adjustment necessary for the release of funds from TC/PAC 534/14 signed with Funasa.
		SJGESPJ03	Project	Preparation of engineering projects for sanitary sewage systems in the towns of Biboca, Patrimônio, Lagoa das Palmeiras, Messias Gomes and Isidório
MG	SOBRÁLIA	SOBESPJ02	Project	Elaboration of sanitary sewage system projects for the municipality's headquarters and the Plautino Soares district.
		SOBRSPM01	Plans and studies	Preparation of feasibility studies for the design of infrastructure services for integrated systems for the final disposal of solid urban waste, as well as environmental education and selective collection programs
MG	SÃO PEDRO DOS FERROS	SPFESPJ01	Project	Drawing up an engineering project for the municipality's headquarters and the Águas Férreas district
		SPFRSAB01	Purchase of goods	Purchase of a dump truck for selective collection - São Pedro dos Ferros /MG
MG	TIMÓTEO	TIMESCT01	Buying land	Acquisition of land to build the sewage system (SES) for the Santa Rita Sewage Pumping Station
		TIMESOB03	Work	Implementation of Sanitary Sewerage Systems to serve the Cachoeira do Vale and Santa Rita neighborhoods

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UF	Entity	Claim Code	Type of claim	Plea
		TIMESPJ02	Project	Preparation of executive projects to expand the SES to serve the Cachoeira do Vale and Santa Rita neighborhoods
		TIMRSAB01	Purchase of goods	Purchase of equipment for the Sorting Plant and expansion of the Selective Collection Program in the municipality of Timóteo/MG
		TIMRSCT01	Buying land	Acquisition of land to expand the recyclable materials sorting plant
		TIMRSPJ01	Project	Drawing up a project to renovate and expand the recyclable materials sorting plant
		TIMRSPM03	Plans and studies	Preparation of the Degraded Area Recovery Plan (PRAD) for the purpose of recovering the area of the former Coronel Fabriciano garbage dump
		TUMESCT01	Buying land	Acquisition of land for the SES of the municipality's headquarters and the district of São Geraldo do Tumiritinga and sewage pumping stations at the headquarters
MG	TUMIRITINGA	TUMESPJ01	Project	Preparation of sanitary sewage system projects for the municipality's headquarters and the district of São Geraldo do Tumiritinga
		TUMRSAB02	Purchase of goods	Acquisition of equipment and vehicles for the operation of selective collection
		TUMRSOB02	Work	Construction of a shed for sorting waste and storing recyclable materials
ES	BAIXO GUANDU	BAGESPJ01	Project	Preparation of a sewage system project for the municipal headquarters (neighborhoods: Rosário II, Rosário I, São Vicenti, Alto Guandu, Sapucaia, Centro, Mauá, São José, Santa Mônica, Vila Kenedy, Valparaíso, Ricardo Holz, São Pedro Operário and Mascarenhas) and the districts of Vila Nova do Bananal, Ibituba, Km 14 and Alto Mutum Preto.
ES	COLATINA	COLESOB06	Work	Completion of the SES on the north side of the municipal center - EEEs, LRs and interceptor
		COLESOB24	Work	Complementation of counterpart funds for the implementation of LR S03, an integral part of the South Side SES

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UF	Entity	Claim Code	Type of claim	Plea
		COLESOB25	Work	Complementation of counterpart funds for the implementation of EEE S02 and EEE S04, part of the South Side SES
		COLESOB26	Work	Complementation of counterpart funds for implementation of 1st stage of ETE
		COLESOB27	Work	Implementation of the 2nd stage of the SES on the north side of the municipal headquarters -EEEs and LRs
		COLESOB29	Work	Completion of sanitary sewage works at the Barbados ETE - 2nd stage
		COLESOB30	Work	Supplementary funding for the works to install the N04 pumping station and booster line, an integral part of the sewage system in the municipality of Colatina.
		CDTRSAO01	Technical advice	Management of the implementation of the first phase of the Colatina Solid Waste Treatment Center - CTR Colatina,
		CDTRSAO02		Management of the works for the five (5) transshipment stations of the Condoeste regional solid waste disposal system and related engineering services
ES	CONDOESTE	CDTRSOB01	Work	Construction of the five transshipment stations planned to be built in the municipalities of Alto Rio Novo, Itarana, Laranja da Terra, São Domingos do Norte and Colatina.
		CDTRSOB02		Implementation of the Waste Treatment Center - CTR Colatina, including the removal of the electricity transmission line located on the CTR Colatina site
		LINESOB09	Work	Other complementary works - SES in the district of Povoação (work started and halted in 2012)
ES	LINHARES	LINESOB10		Other complementary works - Regência district SES (work started and halted in 2012)
		LINESOB11		Other complementary works - expansion of the SES at the municipal headquarters - construction of the ETE in the Aviso neighborhood

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UF	Entity	Claim Code	Type of claim	Plea
		LINESOB13		Execution of the sanitary sewage system in the town of Baixo Quartel
		LINESOB14		Execution of sanitary sewage system in Vila Bagueira
		MRLESOB01	Work	Works to improve and expand the sewage system in the municipality of Marilândia/ES
ES	MARILÂNDIA	MRLESPJ07	Project	Adaptation and design of sewage systems in the towns of São Marcos, Monte Sinai, Patrão Mor, Brejal, Alto Liberdade and the Municipal Headquarters

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Table 2 - Relating to Clauses 107 and 108 of this ANNEX (PG-31) - updated until Sep/2024

MUNICIPALITY	AMOUNT TO BE DELIVERED BY THE BANKS TO THE MUNICIPALITIES (Clause 107)	AMOUNT TO BE PROVIDED BY THE PROMISEE TO THE MUNICIPALITIES (Clause 108)	TOTAL VALUE FOR THE MUNICIPALITY
AIMORÉS	BRL 581.560,06	BRL 15.616.929,46	BRL 16.198.489,52
ALPERCATA	BRL 3.802,72	BRL 6.637.086,63	BRL 6.640.889,35
BARRA LONGA	BRL 7.944.232,20	BRL 4.466.319,05	BRL 12.410.551,25
BELO ORIENTE	BRL 4.970.645,18	BRL 1.389.189,84	BRL 6.359.835,02
BOM JESUS DO GALHO	BRL 1.572.333,79	BRL 2.684.144,24	BRL 4.256.478,03
BUGRE	BRL 1.534.591,14	BRL 209.772,96	BRL 1.744.364,10
CARATINGA	BRL 5.609.943,71	BRL 26.904.548,46	BRL 32.514.492,17
CONSELHEIRO PENA	BRL 8.579.592,74	BRL 4.461.358,84	BRL 13.040.951,58
CÓRREGO NOVO	BRL 464.208,10	BRL 194.566,34	BRL 658.774,44
DIONÍSIO	BRL 632.422,42	BRL 3.159.309,85	BRL 3.791.732,27
FERNANDES TOURINHO	BRL 409.582,50	BRL 3.464.521,33	BRL 3.874.103,83
GALILÉIA	BRL 3.803,01	BRL 6.076.393,02	BRL 6.080.196,03
GOVERNADOR VALADARES	BRL 1.470.286,38	BRL 94.469.730,46	BRL 95.940.016,84
IAPU	BRL 2.993.583,43	BRL 1.022.936,54	BRL 4.016.519,97
IPABA	BRL 1.582.402,89	BRL 364.725,78	BRL 1.947.128,67
IPATINGA	BRL 3.174.112,37	BRL 11.273.909,10	BRL 14.448.021,47

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MUNICIPALITY	AMOUNT TO BE DELIVERED BY THE BANKS TO THE MUNICIPALITIES (Clause 107)	AMOUNT TO BE PROVIDED BY THE PROMISEE TO THE MUNICIPALITIES (Clause 108)	TOTAL VALUE FOR THE MUNICIPALITY
ITUETA	BRL 2.756.814,31	BRL 482.139,25	BRL 3.238.953,56
MARIANA	BRL 53.500.920,79	BRL 48.168.440,69	BRL 101.669.361,48
MARLIÉRIA	BRL 59.287,29	BRL 6.415.691,74	BRL 6.474.979,03
NAQUE	BRL 5.297.465,98	BRL 599.357,85	BRL 5.896.823,83
PERIQUITO	BRL 3.352.813,71	BRL 2.333.959,28	BRL 5.686.772,99
PINGO D'ÁGUA	BRL 1.109.151,65	BRL 6.021.351,45	BRL 7.130.503,10
RAUL SOARES	BRL 420.123,08	BRL 14.754.061,50	BRL 15.174.184,58
RESPLENDOR	BRL 284.488,56	BRL 12.502.314,04	BRL 12.786.802,60
RIO CASCA	BRL 1.675.233,18	BRL 5.093.815,71	BRL 6.769.048,89
RIO DOCE	BRL 721.998,15	BRL 72.473,61	BRL 794.471,76
SANTA CRUZ DO ESCALVADO	BRL 148.788,19	BRL 6.377.569,55	BRL 6.526.357,74
SANTANA DO PARAÍSO	BRL 336.584,68	BRL 17.057.631,64	BRL 17.394.216,32
SÃO DOMINGOS DO PRATA	BRL 1.315.216,37	BRL 1.043.074,27	BRL 2.358.290,64
SÃO JOSÉ DO GOIABAL	BRL -	BRL 40.642,45	BRL 40.642,45
SÃO PEDRO DOS FERROS	BRL 125.423,17	BRL 6.328.148,96	BRL 6.453.572,13
SEM-PEIXE	BRL 1.120.147,22	BRL 180.801,34	BRL 1.300.948,56
SOBRÁLIA	BRL 243.261,40	BRL 6.905.082,52	BRL 7.148.343,92
TIMÓTEO	BRL 8.400.169,98	BRL 22.274.149,66	BRL 30.674.319,64
TUMIRITINGA	BRL 651.014,34	BRL 5.203.890,64	BRL 5.854.904,98
BAIXO GUANDU	BRL 231.556,16	BRL 16.736.979,98	BRL 16.968.536,14
COLATINA	BRL 18.397.241,97	BRL 25.817.321,55	BRL 44.214.563,52

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MUNICIPALITY	AMOUNT TO BE DELIVERED BY THE BANKS TO THE MUNICIPALITIES (Clause 107)	AMOUNT TO BE PROVIDED BY THE PROMISEE TO THE MUNICIPALITIES (Clause 108)	TOTAL VALUE FOR THE MUNICIPALITY
LINHARES	BRL 56.915.790,15	BRL 2.226.652,31	BRL 59.142.442,46
MARILÂNDIA	BRL 6.362.504,89	BRL 1.283.344,14	BRL 7.645.849,03
CONDOESTE	BRL 24.650.094,12	N/A	N/A

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Table 3 - Relating to Clause 113 of this ANNEX (PG-32)

UF	Municipality	Location	Works Started Scope	Detailed scope	Deliveries and status
MG	Governador Valadares	São Vitor	Alternative funding	Deep well + interconnection + STA + electrical shelter _ warehouse	Projects in the pipeline
			WTPimprovem ents	Rio Doce ferry + water main + WTP adjustments	As-built projects of completed works.
		Municipal headquarters	WTPimprovem ents	Improvements to the Central WTP	Approved projects. In procurement phase: 01/07/24 - 30/12/24
				Improvements to the Vila ISA WTP	Approved projects. In procurement phase: 01/07/24 - 30/12/24
				Improvements to the Recanto dos Sonhos WTP	Approved projects. In procurement phase: 01/07/24 - 30/12/24
				AGV interconnection at the Central WTP	AGV interconnection stages at the central WTP to begin
MG	Periquito	Pedra Corrida	Alternative funding	Deep well + water main + STA + adjustments	Projects completed - adjustments being implemented
MG	Tumiritinga	São Tomé do Rio Doce	WTPimprovem ents	Rio Doce catchment + pipeline + compact WTP 3 l/s + adjustments	Executive project - in progress
ES	Baixo Guandu	Municipal headquarters	Alternative funding	Catchment + Rio Guandu pipeline + desander + interconnection	Works in progress
			Alternative funding	Rio Pancas pipeline - electrical re-establishment and land regularization	Completed - adjustments being implemented
ES	Colatina	Municipal headquarters	Alternative funding	Morada do Sol Reservoirs	Works in progress
			WTPimprovem ents	Emergency 2024 - adaptation of decanter hives + replacement of filter beds - 03 WTPs	Works in progress Completion of works: 30/11/2024
ES	Linhares	Municipal headquarters	Alternative funding	Adjustments/reinstatement Lagoa Nova ferry - 400l/s + water main + access	Completed - adjustments being implemented

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Works Started

UF	Municipality	Location	Scope	Detailed scope	Deliveries and status
			WTPimprovements	Execution of the final adjustments to the dosing systems in accordance with ACP Barreiras	In progress
ES	Marilandia	Boninsegna	Alternative funding	Deep well + water mains + electrical network extension + interconnection + STA + reservoirs	Works in progress

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Table 4 - Relating to Clauses 114 and 116 of this ANNEX (PG-32)

Works Not Started

UF	Municipality	Location	Scope	Project scope	Delivery and target date
MG	Aimorés	Santo Antônio do Rio Doce	Alternative funding	Treated water pipeline + contact tank + 100m³ reservoir	Conceptual design: 30/10/2024 - 28/12/2024 Basic design: 20/01/2024 - 19/04/2025 Executive design: 12/05/2025 - 09/08/2025
			UTR	Construction of a RTU for the town of Santo Antônio do Rio Doce will only be applicable if the WTP collects water from the Rio Doce.	If applicable UTR, price the projects and works and pass them on to the municipality (no timetable defined)
MG	Alpercata	Municipal headquarters	WTP improvements	Rio Doce Intake + New WTP - 30 L/s	Conceptual Design, Basic Design and Executive Design (no timetable defined)
			UTR	30 L/s - densifiers + pumping stations + polymer + dewatering yard (BAGs)	Conceptual Design, Basic Design and Executive Design (no timetable defined)
MG	Barra Longa	Barreto	Collection, supply and treatment	No scope defined	Price the projects and works and pass them on to the municipality (no timetable has been set)
MG	Belo Oriente	Cachoeira Escura	WTP improvements	Rio Doce Cap. (Ramp with amphibious pumps + streetcar + access) + 1 km pipeline - DN180 mm + boxes + interconnection of existing crossing	Basic project: 23/07/24 - 20/10/24 FR executive project: 11/11/24 - 08/02/25
			UTR	Conceptual Project in preparation - 40 l/s	Conceptual design: 22/07/24 - 19/09/24 Basic design 13/10/24 -11/12/24 Executive design: 02/01/24 - 01/04/25
MG	Fernandes Tourinho	Senhora da Penha	Alternative funding	Deep wells, water mains, crossings (directional boreholes), STA and re-powering of pumping stations and boosters (electric)	Executive project: 22/07/24 - 25/09/24
			Alternative funding	Deep wells, raw water pipelines, STA, treated water pipeline and reservoir 50 m³	Conceptual design: 28/08/24 - 26/10/14 Basic design: 18/11/24 -16/01/25 Executive design: 09/02/25 - 09/04/25
			UTR	Not applicable, as the locality has alternative collection.	N/A
MG	Governador Valadares	Municipal headquarters	UTR	Central 900 l/s -Electrical room + Cx flow div + polymer + Tq sedimentation + densifiers + elevators + centrifuges	Basic project: 24/06/24 -23/08/24 Executive project: 02/12/24 -21/12/24
				Recanto dos Sonhos 25 l/s - Adensers + Polymer + Electrical panel + Pumping stations + Tq regularization + Bags + sidewalk	Basic project: 24/06/24 - 23/08/24 Executive project: 02/12/24 - 21/12/24
				Vila Isa 220 l/s - Demolitions + Secondary decanter + elevators + polymer + densifiers + bags + sidewalk	Basic project: 24/06/24 - 23/08/24) Executive project: 02/12/24 - 21/12/24
		São Vitor		6 l/s - Arrangements: drying bed or bags	Initial studies to define the scope to be implemented: 22/07/24 - 20/08/24
		Municipal headquarters	WTP improvements	Santa Rita WTP: installation of 60 l/s WTP module + Rio Doce Cap + pipeline + Improvements to existing 36 l/s WTP	Price the works and pass them on to the municipality (no timetable has been set)
			UTR	Santa Rita 96 l/s - Adenser + pumping stations + Mechanized dewatering + Polymer	Price the works and pass them on to the municipality (no timetable has been set).

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Works Not Started

UF	Municipality	Location	Scope	Project scope	Delivery and target date
MG	Itueta	Municipal headquarters	WTP and RTU improvements	Doce River catchment + pipeline + new WTP and RTU - 25 L/s	Basic project: 07/03/24 -16/05/24 Executive project: 06/06/24 - 16/08/24
MG	Mariana	Camargos	Alternative funding	Deep wells + raw water pipelines + STA (IPHAN)	Design Study - awaiting drilling and testing of wells: 12/12/24 - 09/02/25
		Pedras	Alternative funding	Deep well + water main + revitalization of spring + pedestrian access + STA + vehicle access	Consolidated project (conceptual, basic and executive): 26/06/24 -10/12/24
MG	Periquito	Pedra Corrida	UTR	08 l/s - densifiers + elevators + bucket bags	Conceptual design: 05/03/24 - 03/05/24 Basic design 24/05/24 - 01/08/24 Executive design 11/10/24 - 30/10/24
MG	Resplendor	Municipal headquarters	UTR	60 l/s - Boxes + Tq sedimentation + densifiers + mechanized dewatering + pumping stations	Conceptual design: 19/02/24 - 03/04/24 Basic design: 24/04/24 - 24/06/24 Executive design: 15/07/24 - 22/10/24
			WTP improvements	Complementary WTP improvements (flocculator + guardrail) + (Rio Doce catchment) Improvements for treatability test	Approval of projects by the concessionaire (no timetable set)
			Alternative funding	Well automation + salt deposit + adjustments	Conceptual design: 30/11/2023 - 26/02/24 Basic design: 27/02/204 - 06/05/24 Executive design: 30/07/2024 - 08/08/24
MG	Santana do Paraíso	Ipaba do Paraíso	UTR	Construction of a RTU for the town of Ipaba do Paraíso does not apply, as the town is to be interconnected to the Santana do Paraíso public supply system.	N/A
			Alternative funding	Scope under study	Conceptual design: 06/11/24 - 04/02/25 Basic and executive design: 25/02/2025 - 26/05/25
MG	Tumiritinga	Municipal headquarters	UTR	15 l/s	Conceptual project - under development (no timetable defined)
			WTP improvements	Doce River mooring/WTP improvements/WTP access	Executive project being adapted (no timetable defined)
			Alternative funding	Deep well 15 L/s, raw water pipeline 15 L/s, STA 5.7 L/s	Executive project - in progress (no timetable defined)

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Works Not Started

UF	Municipality	Location	Scope	Project scope	Delivery and target date
ES	Baixo Guandu	Municipal headquarters	WTP improvements	Study of the capacity of the existing WTP	Design study: 01/08/24 - 25/09/24 Price the projects and works and pass them on to the municipality (no timetable set)
			UTR	Definition of the flow rate of the RTU and the use of the existing project with SAAE	Existing executive project under discussion with SAAE: 25/07/24 - 25/09/24
			Alternative collection	Deep wells - CIF Deliberation No. 816/2024 (Well + pipeline + STA)	Geophysical study, well drilling and water quality analysis: 28/09/24 - 27/01/25
		Mascarenhas	UTR	No scope defined	Price the projects and works and pass them on to the municipality (no timetable has been set)
			WTP improvements	Revitalization of the Rio Doce catchment + improvements to the existing WTP	The scope of the WTP improvement works for the town of Mascarenhas will depend on the definition of the scope of the alternative catchment.
ES	Colatina	Municipal headquarters	WTP improvements	Structural improvements - 3 WTPs	Conceptual design: 04/12/23 - 22/02/24 Basic design: 12/02/24 - 13/03/24 Executive design: 22/03/24 - 22/04/24
			UTR	Columbia - 24 L/s: sludge Tq + regularization Tq + densifiers + pumping stations + drying beds	Conceptual design: 04/12/23 - 02/02/24 Basic design: 03/03/24 - 22/04/24 Executive design: 02/05/24 - 21/06//24.
			UTR	Aparecida - 200 L/s: electrical room + sedimentation Tq + densifiers + polymers + dehydration yard (Bags)	Conceptual design: 01/07/24 - 19/09/24 Basic design 29/09/24 - 28/12/24 Executive design: 07/01/25 - 18/03/25

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Works Not Started

UF	Municipality	Location	Scope	Project scope	Delivery and target date
ES		Municipal headquarters	UTR	Marista - 160 L/s: electrical room + Tq sedimentation + densifiers + polymers + dehydration yard (drying bed)	Conceptual design: 01/07/24 - 19/09/24 Basic design: 29/09/24 - 28/12/24 Executive design: 07/01/25 - 18/03/25
			WTP improvements	Automation of the existing WTP + complementary improvements	Conceptual design: 15/07/24 - 02/10/24 Basic design: 19/10/24 - 17/12/24 Executive design: 03/01/25 - 19/03/25
ES			UTR	20 L/s	Initial studies: 15/07/24 - 29/10/24 Conceptual design: 29/03/25 - 27/05/25 Basic design: 13/06/25 - 11/08/25 Executive design: 28/08/25 - 28/10/25
	Linhares	Povoação	Main catchment	Deep well or Rio Doce	Initial studies: 01/07/24 - 30/07/24 Price the projects and works and pass them on to the municipality (no timetable set)
			Alternative funding	Existing wells (shallow + Amazon)	Conceptual design: 30/08/24- 28/10/24 Basic design: 03/12/24 -18/04/25 Executive design: 15/01/25 - 28/02/25
			WTP improvements	Diagnosis of the improvements to be implemented at the Existing WTP	Conceptual design: 16/09/24 - 14/11/24 Basic design: 03/12/24 - 31/01/25 Executive design 28/02/25 - 18/04/25
ES		Regência	WTP improvements	Complementary Improvements	Conceptual design: 15/07/24 - 12/09/24 Basic design: 01/10/24 - 14/11/24 Executive design: 03/12/24 - 31/01/25:
			Main intake	Rio Doce catchment, pipeline, interconnection - 15l/s	Conceptual design: 28/04/25 - 26/06/25 Basic design: 15/07/25 - 12/10/25 Executive design: 29/10/25 - 26/01/26

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Table 5 - Relating to Clause 115 (PG-32)

UF	Municipality	Location	Completed Works Scope	Project scope implemented	Do you need to present As Built?
MG	Barra Longa/MG	Gesteira	Alternative funding	Tube well + water main + simplified treatment	YES
			WTP improvements	new WTP + simplified treatment	YES
MG	Belo Oriente	Cachoeira Escura	WTP improvement	Conventional WTP - GRP - 40 L/s. Implemented during the emergency period	YES
MG	Galiléia	Municipal headquarters	Alternative funding	Deep wells + raw water pipelines + STA	NO
MG	Periquito	Pedra Corrida	WTP improvements	Revitalization of Rio Doce cap + renovation of chemical plant + adjustments to WTP area	NO
MG	Resplendor	Municipal headquarters	Alternative funding	Deep wells + water mains + pre-chlorination system + STA + interconnections + adjustments	YES
MG	Tumiritinga	São Tomé do Rio Doce	Alternative funding	Agreement under Axis 9 that the work will not be carried out.	NO
ES	Colatina	Municipal headquarters	Alternative funding	Santa Maria River Pipeline	YES
			WTP improvements	Emergency Period - Samarco	YES
ES	Linhares	Regência	Alternative Funding/WTP/UTR Improvements	Emergency period - Implementation of alternative funding/improvements to WTP/implementation of RTU	YES

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Table 6 - Relating to Clause 119 (PG-32)

Scope	Duration	Deadline
Instrumentation of the new well, installation of the raw water pipeline and preparation of as-builts	150 days	07/02/2025
Water quality tests and commissioning of the complete system	30 days	09/03/2025
Formalization of the completion of the work to SAAE and Marilândia City Hall	0 days	09/03/2025
Training update for Assisted Operation	30 days	08/04/2025
Issuing Assisted Operation reports and reports	30 days	08/05/2025

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Table 8 - Relating to Clause 144 (PG-39)

Group	Conservation units
1	APE Mariana, APA Barra Longa and MONA Rio Piranga
2	APA Nascentes do Ribeirão Sacramento, APA Dionísio, APA Santana do Paraíso, APA Belo Oriente, APA Córrego Novo, APA Pingo d'Água, APA Bom Jesus do Galho, APA Lagoas de Caratinga, RPPN José Luiz Magalhães Neto, RPPN Lagoa Silvana, PERD, APAM Lagoas de Caratinga
3	MONA Pico de Ibituruna, APE Pico de Ibituruna, PNM Governador Valadares, APAM Pico de Ibituruna
4	RPPN Sete de Outubro, Sete Salões State Park, FLONA Goytacases and RPPN Fazendo Bulcão
5	RDS Piraquê Açu Piraquê Mirim, David Vitor Farina Park, REVIS Santa Cruz and APA Costa das Algas
6	REBIO Comboios, ARIE Degredo, APA Região Litorânea
ES Coastal Region	Itaúnas State Park, Conceição da Barra APA, Paulo Cesar Vinha State Park, Tartarugas Municipal APA, Lagoa Grande APA, Guanandy APA, MONA Falésias de Marataízes, Jacaranema Municipal Natural Park, Concha das Ostas RDS, RDS Papagaio, APA Setiba, APA Praia Mole, RDS Barra Nova, PNM Morro da Pescaria, APA Manguezal Sul, ESEC Ilha do Lameirão, PNM Dom Luiz Gonzaga Fernandes, APA Barra Seca, MONA Morro do Penedo, PNM Morro da Mantegueira

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ANNEX 20 - REIMBURSEMENT TO SOCIAL SECURITY

Clause 1. This ANNEX addresses the reimbursement to the FEDERAL GOVERNMENT for extraordinary public expenses with Social Security arising from the COLLAPSE.

Clause 2. The amount of BRL 493,530,000.00 (four hundred and ninety-three million, five hundred and thirty thousand reais) will be allocated for the reimbursement provided in this ANNEX, which constitutes the OBLIGATION TO PAY of this AGREEMENT.

Clause 3. From the total amount provided in Clause 2, BRL 15,485,048.99 (fifteen million, four hundred and eighty-five thousand, forty-eight reais and ninety-nine cents) will be allocated to reimburse the amounts spent on social security benefits paid due to work-related accidents resulting from the COLLAPSE, as the subject of regressive incidental lawsuits n. 0000427-16.2017.4.01.3822 and n. 1002062-44.2019.4.01.3822.

Paragraph 1. The amounts provided in this Clause will be consolidated by the responsible sector of the Federal Attorney General's Office within 30 (thirty) days after the JUDICIAL APPROVAL of this AGREEMENT for collection, in a single installment, by the PROMISEE, to the General Social Security Regime Fund (FRGPS), through the Federal Government Collection Guide, to be issued by the tenth day of the month of payment, due by the last business day of the respective month, with applicable legal additions.

Paragraph two. The PROMISEE recognizes the claims on which the regressive incidental lawsuits n. 0000427-16.2017.4.01.3822 and n. 1002062-44.2019.4.01.3822 are based and waives any potential rights arising from the same facts or legal grounds that gave rise to such lawsuits, and this AGREEMENT shall be deemed the cause for the dismissal of these lawsuits with merit resolution under Article 487, item III, 'a' and 'b' of Law no. 13,105, dated March 16, 2015 (Code of Civil Procedure).

Paragraph 3. In the event of non-payment of the amount provided in this Clause, this point of this AGREEMENT shall be terminated, regardless of any summons, notification or judicial or extrajudicial notice, and this AGREEMENT will serve to register the debts related to regressive incidental lawsuits n. 0000427-16.2017.4.01.3822 and n. 1002062- 44.2019.4.01.3822 as active debt.

Clause 4. From the total amount provided in Clause 2, BRL 478,044,951.01 (four hundred and seventy-eight million, forty-four thousand, nine hundred and fifty-one reais and one cent) will be allocated to reimburse the social security contributions not collected by the group of special insured artisanal fishermen during the period they were unable to practice fishing due to the COLLAPSE, from November 5, 2015, until the date of the JUDICIAL APPROVAL of this AGREEMENT, or the insured's engagement in other remunerated activities, whichever is earlier.

Paragraph 1. The amounts provided in this Clause will be deposited in a linked account/fund at the National Bank for Economic and Social Development (BNDES) and subsequently transferred to the General Social Security Regime Fund – FRGPS, according to the flow outlined in ANNEX 22 – FINANCIAL DISBURSEMENT SCHEDULE FOR THE OBLIGATION TO PAY of this AGREEMENT, and will, being, exceptionally, subject to annual adjustment by SELIC from the date of JUDICIAL

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APPROVAL of this AGREEMENT.

Paragraph 2. The FEDERAL GOVERNEMENT shall provide the PROMISEE and/or FUNDAÇÃO RENOVA with the data for deposit into a fund at the National Bank for Economic and Social Development (BNDES).

Paragraph 3. Any delays in providing the information and/or the provision of incorrect data will not constitute a default by the PROMISEE and/or the FUNDAÇÃO RENOVA with regard to the disbursements provided in ANNEX 22 – FINANCIAL DISBURSEMENT SCHEDULE FOR THE OBLIGATION TO PAY of this AGREEMENT.

Paragraph 4. The PROMISEE and/or FUNDAÇÃO RENOVA may anticipate the payment of the amounts referred to in Clause 4, including through a single installment.

Paragraph 5. The list of special insured fishermen to benefit from the reimbursement provided in this Clause will be attached after consolidation by the National Institute of Social Security (INSS) and the Ministry of Fisheries and Aquaculture (MPA), under the terms of paragraphs six and seven of Clause 8 of ANNEX 10 – FISHING.

Clause 5. Upon fulfillment of the OBLIGATION TO PAY provided in this ANNEX, the FEDERAL GOVERNMENT will grant release to the PROMISEE, the SHAREHOLDERS, and their respective RELATED PARTIES (as defined in Clause 94, first paragraph of the GENERAL CONDITIONS of this AGREEMENT) regarding the extraordinary expenses with social security provided in this ANNEX.

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ANNEX 21 - COMMUNICATION AND TRANSPARENCY

CHAPTER I

SINGLE PORTAL "REPARATION RIO DOCE" (REPARAÇÃO RIO DOCE)

Clause 1. This ANNEX deals with the forms of active and passive transparency of information on the actions, measures, initiatives and programs established in this AGREEMENT.

Paragraph one. With the signing of this AGREEMENT, a Single Portal called "Reparation Rio Doce" (Reparação Rio Doce) will be created and implemented.

Paragraph two. All projects, initiatives and actions carried out, as well as any large-scale goods acquired with funds from this AGREEMENT, must bear identification related to this AGREEMENT.

Clause 2. The Single Portal must at least contain the following:

I. An introductory page, with information about the COLLAPSE and a contextualization of the reparation process that has already taken place, the full content of this AGREEMENT and a summary of the other pages of the Single Portal.

II. A page for monitoring information on the *status of* the reparation or compensation measures, with a uniform *layout*, containing a brief explanation of each ANNEX to this AGREEMENT, indicating its main objectives and the entity responsible for its GOVERNANCE/implementation, which will be updated at least every six months.

III. A page for monitoring the PROMISEE's and/or FUNDAÇÃO RENOVA OBLIGATIONS TO PERFORM, to be fed by each entity responsible for Governance in each case, with simplified and objective data, for accountability purposes and for information purposes, prioritizing the information contained in the latest AUDIT reports.

IV. A contact page for answering questions and submitting any protests, on which an Ombudsman's Office will be provided for actions carried out by the PUBLIC AUTHORITIES, which is governed by Chapter II of this APPENDIX, and redirection information for the Ombudsman's Office carried out by the PROMISEE and/or FUNDAÇÃO RENOVA.

V. A page dedicated to the information currently contained on the IBAMA/CIF portal.

Clause 3. The Single Portal will be developed and managed operationally and financially by the STATE OF ESPIRITO SANTO.

Paragraph one. At the discretion of the STATE OF ESPIRITO SANTO and under its management and responsibility, a specialized company may be hired to implement and maintain the Single Portal.

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Paragraph two. The details of the content to be included in the Single Portal will be defined by the entity responsible for the GOVERNANCE of each theme, observing the guidelines set out in this ANNEX.

Paragraph three. The entities and institutions responsible for carrying out or managing actions with OBLIGATION TO PAY resources must make information available on the Single Portal about the scope, estimated value, expected results and an update, at least every six months, on the stage of each action.

Paragraph four. The ADHERING MUNICIPALITIES must provide their respective states, every six months, with information on the actions carried out with funds from this AGREEMENT.

Paragraph five. It will be up to the STATE OF MINAS GERAIS and the STATE OF ESPÍRITO SANTO to forward the information passed on for publication on the Single Portal. Any failure by the ADHERING MUNICIPALITIES to send the information shall be the sole responsibility of the municipal entity and shall not give rise to liability on the part of the respective state.

Clause 4. The Single Portal must be maintained throughout the period of execution of this AGREEMENT and for at least twelve (12) months after the end of all the actions provided for in this AGREEMENT.

Sole paragraph. The Single Portal must be made available to the public within twelve (12) months of the JUDICIAL APPROVAL of this AGREEMENT.

Clause 5. The FEDERAL GOVERNMENT shall replace the content available on the IBAMA/CIF portal with a page containing information about the signing of this AGREEMENT and the future establishment of the Single Portal. Once the Single Portal has been set up, the IBAMA/CIF portal page must direct interest parties to the Single Portal.

Sole paragraph. The information contained on the IBAMA/CIF portal will be sent for storage on a dedicated page on the Single Portal.

Clause 6: The Single Portal shall be referred to by the SIGNATORIES as an official source of information whenever actions arising from this AGREEMENT are publicized.

Clause 7. Without prejudice to the centralization of information on the Single Portal, the PROMISEE and/or FUNDAÇÃO RENOVA shall provide information to the public on the progress of the reparation actions under their responsibility, for the purposes of rendering accounts to society and without advertising purposes.

Sole paragraph. The Single Portal will be implemented without prejudice to the possibility of the FUNDAÇÃO RENOVA, the PROMISEE and/or the SHAREHOLDERS carrying out purely informative disclosure, with no advertising purpose, of the measures under their responsibility in this AGREEMENT, as well as the SHAREHOLDERS providing accounts or clarifications regarding the progress of such actions.

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CHAPTER II

PUBLIC OMBUDSMAN

Clause 8. The creation of an Ombudsman's Office is hereby established, the purpose of which shall be to receive questions, complaints, compliments, requests for information, or any manifestation regarding the actions established by this AGREEMENT in charge of public entities, in accordance with the Access to Information Law No. 12.527, of 18 November 2011 ("LAI").

Clause 9. The Ombudsman's Office must have the structure to maintain a flow of receiving questions through its channels, sorting them, forwarding them to the public entity responsible for the response, collecting the response and returning it to the citizen.

Sole paragraph. Should the Ombudsman's Office receive any complaint, compliment, request for information or manifestation regarding the actions that consist of OBLIGATIONS TO PERFORM by the PROMISEE and/or FUNDAÇÃO RENOVA in this AGREEMENT, it shall inform that this is not the appropriate channel for formulating the record or request, instructing the interested party to seek the ombudsman's channels of the PROMISEE and/or FUNDAÇÃO RENOVA and informing the means of access, as the case may be.

Clause 10. The public entities of this AGREEMENT and the adhering municipalities undertake to provide the information requested by the Ombudsman's Office, so as to enable compliance with the deadlines provided for in the LAI for the purposes of requests for access to information and within the deadlines of Law no. 13,460, of 26 June 2017, for other cases.

Clause 11. The Ombudsman's Office will be contracted and managed, including financially, by the STATE OF ESPIRITO SANTO.

Sole paragraph. At the discretion of the STATE OF ESPIRITO SANTO and under its management and responsibility, a specialized company may be contracted to implement, maintain and service this channel.

Clause 12. The Ombudsman's Office shall be maintained throughout the period of implementation of the actions provided for in this AGREEMENT.

Clause 13. The Ombudsman's Office must be made available to the public within twelve (12) months of the JUDICIAL APPROVAL of this AGREEMENT.

CHAPTER III

NATIONAL AND INTERNATIONAL COMMUNICATION OF THE PROMISEE'S OBLIGATIONS

Clause 14. The PROMISEE and/or the FUNDAÇÃO RENOVA shall remain responsible for the actions described below, duly restructured and adapted to the OBLIGATIONS TO PERFORM of this AGREEMENT, including the adaptation of the transition measures provided for in ANNEX 19 - TRANSITION AND TERMINATION OF PROGRAMS,

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MEASURES, RESPONSIBILITIES AND OBLIGATIONS ARISING FROM THE COLLAPSE AND ITS DEVELOPMENTS.

I. Relationship channels, namely the 0800 line, Contact Us, the Information and Service Centers (CIAs), the User Portal and the Institutional Information Center (NII).

II. Production of content about the repair process on the institutional channels and vehicles in force, with the sole aim of reporting on the actions they have carried out, publicizing actions of a service-providing nature and informing the internal and/or external public about specific matters pertaining to the obligations they are responsible for under this AGREEMENT, and may produce technical material (actions and communication pieces), if necessary, to generate accessible and effective social information.

III. Ombudsman's Office, maintaining the usual processes such as: (i) registering, qualifying, investigating and responding to the complaints received; (ii) forwarding, investigating and dealing with the complaints; (iii) mediating and investigating with the complainants for further information and clarification; (iv) informing the complainant about the progress of the process of investigating the complaints; (v) managing information on complaints received, investigated and finalized; (vi) continuous monitoring of results and indicators; (vii) drawing up and publishing periodic reports; and (viii) critical analyses and recommendations to the teams aimed at improving the performance of their activities and providing input to improve service to the communities impacted by the event.

IV. Relationship and social/institutional dialog teams to maintain interactions with the communities affected in the areas covered by OBLIGATIONS TO PERFORM, maintaining the actions currently carried out in terms of context analysis and social participation and control in the respective projects related to these obligations.

Sole paragraph. The actions listed above must be carried out for the time necessary to complete the execution of all the OBLIGATIONS TO PERFORM.

Clause 15. Within ninety (90) days of the JUDICIAL APPROVAL of this AGREEMENT, the PROMISEE shall draw up and submit to GOVERNANCE a timetable containing details and deadlines for implementing the actions set out in Clause 14.

CHAPTER IV

FINAL PROVISIONS

Clause 16. All the communication mechanisms in this ANNEX must observe the ease and accessibility of the data made available, providing spaces with clear, objective and easy-to-understand language for access by the general population, observing Law no. 10.098, of 19 December 2020.

Clause 17. Seventy-eight million reais (BRL 78,000,000.00) will be paid to the STATE OF ESPÍRITO SANTO by the PROMISEE and/or FUNDAÇÃO RENOVA, in accordance with APPENDIX 22 - SCHEDULE OF FINANCIAL DISBURSEMENT OF THE OBLIGATION TO PAY for the implementation and maintenance of the actions provided for by the PUBLIC AUTHORITIES, in Chapters I and II of this APPENDIX.

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Paragraph one. There shall be no liability on the part of the FUNDAÇÃO RENOVA, the PROMISEE and/or the SHAREHOLDERS and their PARTIES RELATED (as defined in Clause 94, first paragraph of the GENERAL CONDITIONS of this AGREEMENT) in relation to the investment decisions/objectives/purposes and other actions carried out to direct the resources provided for in this APPENDIX, nor any commitment or obligation to make new contributions of amounts for any of the actions carried out with the resources of this APPENDIX.

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ANNEX 22 - FINANCIAL DISBURSEMENT SCHEDULE OF THE OBLIGATION TO PAY

Clause 1. This ANNEX establishes the financial disbursement schedule and division of the installments of the OBLIGATION TO PAY set out in this AGREEMENT.

Sole paragraph. The amounts and payment dates relating to TRANSFER OBLIGATIONS are not dealt with in this APPENDIX and do not make up the amounts set out in APPENDIX 22.1 - GENERAL SCHEDULE or APPENDIX 22.2 - AMOUNT PER APPENDIX.

Clause 2. The OBLIGATION TO PAY shall be divided into twenty (20) installments, according to the following deadlines:

I. PAYMENT of the first installment will be made within thirty (30) days of the JUDICIAL APPROVAL of this AGREEMENT.

II. The PAYMENT of the second installment will be made one hundred and eighty (180) days after the date set for the PAYMENT of the first installment.

III. The third installment will be PAID on 30/4/2026, and the remaining PAYMENTS will be made annually, i.e. on the same date as in subsequent years.

Sole paragraph. If the date of any PAYMENT falls on a national holiday, bank holiday or weekend, the due date of the PAYMENT shall be the immediately following business day, without this constituting late payment.

Clause 3. The amount of each installment of the OBLIGATION TO PAY may not exceed the total amount indicated in Appendix 22.1 - GENERAL SCHEDULE of this APPENDIX for that installment (“MAXIMUM INSTALLMENT”), except in the following cases:

I. Anticipation of the compulsory installment provided for in Clause 3 of ANNEX 20 - PREVIDENTIAL REIMBURSEMENT; and

II. For the second installment, in the event that the eligible municipalities join this AGREEMENT after twenty (20) days of its JUDICIAL APPROVAL, as provided for in Clause 6 of this ANNEX.

Paragraph one. The MAXIMUM INSTALLMENTS indicated in APPENDIX 22.1 – GENERAL SCHEDULE include the amounts relating to APPENDIX 3 – INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES, TRADITIONAL PEOPLE AND COMMUNITIES and APPENDIX 15 - MUNICIPAL INITIATIVES.

Paragraph two. The amounts of each installment will only be lower than the MAXIMUM INSTALLMENTS indicated in APPENDIX 22.1 – GENERAL SCHEDULE if all the eligible municipalities listed in APPENDIX 15 – MUNICIPAL INITIATIVES and/or the traditional people and communities specified in APPENDIX 3 - INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES, TRADITIONAL PEOPLE AND COMMUNITIES do not join.

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Paragraph three. The amount provided for in item I will be deducted from the first installment earmarked for APPENDIX 20 - PREVIDENTIAL REIMBURSEMENT, in accordance with APPENDIX 22.2 - AMOUNT PER APPENDIX.

Paragraph four. In the payments provided for the “Women’s Program”, sufficient funds will be set aside in the respective judicial deposit installments for the direct payment of the entity that will manage and operate said program.

Clause 4. The provisions of APPENDICES 22.1 - GENERAL SCHEDULE and 22.2 - AMOUNT PER APPENDIX detail the payment to be made by the PROMISEE and do not prevent the practice of interchangeability motivated by the PROMISORS referred to in Clause 136 of the GENERAL CONDITIONS of this AGREEMENT.

Clause 5. If any eligible municipality formalizes its adhesion to this AGREEMENT after the twentieth (20th) day of its JUDICIAL APPROVAL, as provided for in Clause 2 of APPENDIX 15 - MUNICIPAL INITIATIVES, the second installment of APPENDIX 22.1 - GENERAL SCHEDULE of this APPENDIX may exceptionally exceed the amount indicated for it as the MAXIMUM INSTALLMENT, in order to cover the first two installments due to such municipalities.

Sole Paragraph. The part of the first installment due to eligible municipalities that have not expressed their adhesion to this AGREEMENT within the twenty (20) day period, referred to in this Clause, will not be due when the first installment of the OBLIGATION TO PAY is PAID. In the event that these municipalities formalize their adhesion within the deadline set out in ANNEX 15 - MUNICIPAL INITIATIVES, their share of the first installment will be paid together with the second installment of the OBLIGATION TO PAY, as set out in APPENDIX 22.1 - GENERAL SCHEDULE.

Clause 6. The amounts allocated in each installment of the OBLIGATION TO PAY to ANNEX 3 - INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES AND TRADITIONAL PEOPLE include:

I. The total amount for payment of the ASE, AFE and monthly supplementary allowance, in the terms and amounts set out in the aforementioned ANNEX, which will be paid by the PROMISEE and/or FUNDAÇÃO RENOVA directly to the respective beneficiaries, deducted by the PROMISEE and/or FUNDAÇÃO RENOVA as described in APPENDIX 22.1 – GENERAL SCHEDULE;

II. Costs related to simplified studies for the Quilombola Communities of Vila Santa Efigênia, Sapê do Norte and Povoação, in the amount of BRL 20,000,000.00 (twenty million reais), as defined in ANNEX 3 - INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES AND TRADITIONAL PEOPLE, which will be borne by the PROMISEE and/or FUNDAÇÃO RENOVA and deducted by the PROMISEE and/or FUNDAÇÃO RENOVA from the second installment of APPENDIX 22.1 - GENERAL SCHEDULE;

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III. Costs related to studies and consultations, as well as measures to strengthen institutional actions in the territories, all of which will be paid by the PROMISEE and/or FUNDAÇÃO RENOVA to the FEDERAL GOVERNEMENT, according to the amounts and rules established in APPENDIX 3 - INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES A N D TRADITIONAL PEOPLE, observing the proportionality of the transfer in each installment, according to the division provided for in APPENDIX 3.1 - Financial Division by Indigenous People, Quilombola Communities and/or Traditional People; and

IV. Amounts for structuring measures and family support funds, in the event that the people and communities accept self-management with collaborative governance with the PUBLIC AUTHORITIES, which will be paid to the FEDERAL GOVERNMENT, observing the proportionality of the transfer attributable to each community in each installment, according to the division provided for in Appendix 3.1 - Financial Division by Indigenous People, Quilombola Communities and/or Traditional People.

Paragraph one. The amounts of items I and IV referred to in this Clause are interchangeable in each installment, in the form of the paragraph four of Clause 1 of Appendix 3.1 - Financial Breakdown by Indigenous People, Quilombola Communities and/or Traditional People, provided that the total amount for each community is not altered.

Paragraph two. The value of item IV referred to in this Clause will depend on the acceptance of the traditional people and communities referred to in ANNEX 3 - INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES AND TRADITIONAL PEOPLE for self-management with collaborative governance with the PUBLIC AUTHORITIES, within the period established in said ANNEX.

Paragraph three. The first two installments of the OBLIGATION TO PAY shall be used exclusively for the purposes of items I, II and III of this Clause.

Paragraph four. If any of the people and/or communities referred to in ANNEX 3 - INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES AND TRADITIONAL PEOPLE does not accept self-management with collaborative governance with the PUBLIC AUTHORITIES, the amount of item IV referred to in this Clause will be deducted from each installment of the OBLIGATION TO PAY, in proportion to the transfer attributable to the respective community, in accordance with Appendix 3.1 - Financial Breakdown by Indigenous People, Quilombola Communities and/or Traditional People.

Paragraph five. In any event, the MAXIMUM INSTALLMENTS set out in APPENDIX 22.1 - GENERAL SCHEDULE must be respected.

Paragraph six. The GOVERNANCE, respecting the value of the MAXIMUM INSTALLMENT, will calculate the amounts owed to each community and to the FEDERAL GOVERNEMENT and will inform the PROMISEE and/or FUNDAÇÃO RENOVA for payment purposes. This calculation will be made considering the need for resources to be available in the first and second installments of the OBLIGATION TO PAY to cover the cost of ASE, AFE and the complementary monthly budget, as established in ANNEX 3 - INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES AND TRADITIONAL PEOPLE.

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Paragraph seven. From the amounts of the second and/or third installments of the OBLIGATION TO PAY of ANNEX 3 - INDIGENOUS PEOPLE, QUILOMBOLA COMMUNITIES AND TRADITIONAL PEOPLE, to be paid to the FEDERAL GOVERNEMENT, will be deducted the resources necessary for the payment of ASE and AFE of the current beneficiaries on the date of the signing of the AGREEMENT and those who will join the lists jointly agreed upon in the form of said annex.

Clause 7. At least ten (10) days before each PAYMENT date, the PROMISEE shall inform the PROMISORS and adhering municipalities the amount to be paid and the respective beneficiary, taking into account the adherence and development of the measures set out in ANNEX 3 - TRADITIONAL PEOPLE AND COMMUNITIES.

Clause 8. The amounts indicated in APPENDIX 22.2 - AMOUNT PER APPENDIX specify the amount that each APPENDIX will have of resources in each installment of the OBLIGATION TO PAY.

Sole Paragraph. The FEDERAL GOVERNMENT and the states of MINAS GERAIS and ESPÍRITO SANTO shall make the balances received from each APPENDIX available on the Single Portal of this AGREEMENT, annually at the end of each financial year, and shall update APPENDIX 22.2 - AMOUNT PER APPENDIX.

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ANNEX 23 - LAWSUITS AND ADMINISTRATIVE PROCEEDINGS TO BE EXTINGUISHED BY THIS AGREEMENT

CHAPTER I

LAWSUITS AND ADMINISTRATIVE PROCEEDINGS

Main premise: The renegotiation procedure will have the full scope established in the GENERAL CONDITIONS of this AGREEMENT, with the termination of all TTAC programs, dismissal of all related lawsuits and replacement of previous agreements, as well as release of all deliberations, technical notes, fines and legal acts of the CIF and conversion of fines applied by environmental, social and historical, artistic and cultural heritage protection control bodies related to the COLLAPSE as expressly established in the GENERAL CONDITIONS of this AGREEMENT. Furthermore, for the purposes of interpretation, the list of the main legal proceedings includes the appeals and procedural incidents arising therefrom.

Section I - Actions Involving Public Entities and Justice Institutions

NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
1	1024354-89.2019.4.01.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, FEAM, State of Espírito Santo, IEMA and AGERH.	Samarco, Vale and BHP.	30/11/2015	Public Civil Action – 20bn CPA .	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a public civil action filed by the Federal Government and others against Samarco, Vale and BHP, seeking, in summary: (i) urgent measures to contain the environmental damage; (ii) an initial deposit of BRL 2,000,000.000.00; (iii) the unavailability of existing mining licenses and concessions in favor of Samarco, Vale and BHP; (iv) the preparation of a global socio-environmental recovery plan for the Doce River Basin and the entire degraded area; (v) the preparation of a global socio-economic recovery plan to assist the populations affected by the disaster; (vi) the execution, at their own expense, and based on the global environmental recovery plan approved by the competent environmental bodies, of the necessary measures; and (vii) provision of funds for the full reparation of the socio-environmental and socio-economic damages caused.	BRL 20.204.968.949,00
2	1029406-32.2020.4.01.3800	Federal Government, IB AMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, FEAM and State of Espírito Santo.	Samarco, Vale and BHP.	24/07/2020	Enforcement Proceeding - Priority Axis n.12 - IEF Ordinance n.40/2017 - Prohibition of Fishing in the Doce River Basin in Minas Gerais.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a judgment enforcement proceeding initiated under the terms of the decision handed down on 24/07/2020, within the scope of Priority Axis n. 6, to determine the opening of a specific case to deal with the issue of IEF Ordinance n. 40/2017 and, in this sense, the creation of Priority Axis n. 12 - IEF Ordinance N. 40/2017 - Prohibition of Fishing in the Doce River Basin in Minas Gerais.	N/A

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
3	1011729-52.2021.4.01.3800	Federal Government, IB AMA, ICMBio, ANA, DNPM, ANM, State of Minas Gerais, IEF, IGAM, FEAM, IEMA, AGERH, CIF, DPMG and DPU.	Samarco, Vale, BHP and Fundação Renova.	16/03/2021	Enforcement Proceeding - Priority Axis n. 13.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an enforcement proceeding initiated under the terms of the decision handed down on 10/03/2021, within the scope of 20 Bn CPA, to inspect and monitor the legal situation and governance structure of the Fundação Renova and compliance with the obligations stipulated in the terms of commitments.	N/A
4	1034535-18.2020.4.01.3800	CIF, IBAMA, ICMBio, ANM and ANA.	Samarco, Vale, BHP and Fundação Renova	25/06/2020	Enforcement Proceeding distributed by dependency to Priority Axis n. 1.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an enforcement proceeding assigned to the same court as Priority Axis n. 1 to deal with compliance with CIF Resolution n. 304/2019.	N/A
5	1000260-43.2020.4.01.3800	Federal Government, IB AMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, SEFAZ-ES, FEAM, IEMA and AGERH.	Samarco, Vale, BHP.	07/01/2020	Enforcement Proceeding - Priority Axis n. 2- Risk to Human Health and Ecological Risk.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an enforcement proceeding initiated under the terms of the decision handed down on 07/01/2020, within the scope of 20bn CPA, to deal with Priority Axis n. 2 - Risk to Human Health and Ecological Risk.	N/A
6	1000321-98.2020.4.01.3800	Federal Government, IB AMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, SEFAZ-ES, FEAM, IEMA and AGERH.	Samarco, Vale, BHP	07/01/2020	Enforcement Proceeding - Priority 3 - Resettlement of affected communities.	4th Federal Civil and Agrarian Court of Belo Horizonte SSJ	This is a judgment enforcement handed down according to the terms of the decision handed down on 07/01/2020, within the scope of 20bn CPA, to deal with Priority Axis 3 - Resettlement of affected communities.	N/A
7	1021441-03.2020.4.01.3800	Federal Government, IB AMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, State of Espírito Santo, FEAM, IEMA, AGERH, CIF, MPF and MPMG.	Samarco, Vale, BHP and Fundação Renova.	08/06/2020	Enforcement Proceeding assigned to the same court as the main proceedings of Priority Axis n.10 (1003050-97.2020.4.01.3800).	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an enforcement proceeding assigned to the same court as Priority Axis n. 10 to monitor and supervise the performance of the technical assistance Association of Fishermen and Extractivists of Degredo - Atalino Leite de Araujo (ASPERQD) for the Quilombo Territory of Degredo under the terms of the decision handed down on 08/06/2020.	N/A
8	1000412-91.2020.4.01.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, SEFAZ-ES, FEAM, IEMA and AGERH.	Samarco, Vale, BHP.	07/01/2020	Enforcement Proceeding - Priority Axis n. 6- Performance Measurement and Monitoring.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding initiated under the terms of the decision handed down on 07/01/2020, within the scope of 20bn CPA, to deal with Priority Axis n. 6 - Performance Measurement and Monitoring.	N/A

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
9	1021611-72.2020.4.01.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, State of Espírito Santo, FEAM, IEMA, AGERH, CIF, DPU, DPMG, Municipality of Rio Casca, Municipality of Rio Doce, Municipality of Sobrália, Municipality of Marlieria, Municipality of Itueta, Municipality of Santana do Paraíso, Municipality of São José do Goiabal, Municipality of Dionísio, Municipality of Aimorés, Municipality of Bugre, Municipality of Sem-Peixe, Municipality of Bom Jesus do Galho, Municipality of Governador Valadares, Municipality of Tumiritinga, Municipality of Naque, Municipality of Ipaba, Municipality of Iapu, Municipality of Alpercata and Municipality of Barra Longa.	Samarco, Vale, BHP and Fundação Renova.	09/06/2020	Enforcement Proceeding - Priority Axis n.11 - Health Actions Fund of BRL 150 million.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a judgment enforcement proceeding initiated under the terms of the decision handed down on 06/08/2020, within the scope of 20bn CPA, to deal with Priority Axis n. 11 with the aim of offering a fund for health actions, in the amount of BRL 150 million.	N/A

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
10	1053000-41.2021.4.01.3800	CIF, IBAMA, ICMBio, ANM, State of Minas Gerais, State of Espírito Santo, FUNAI and ANA.	Samarco, Vale, BHP and Fundação Renova	03/08/2021	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an enforcement proceeding in which the plaintiffs, on the grounds of safeguarding the "provisions contained in CIF Deliberation no. 518/2021, which in its turn is based on Technical Note 089/2021 of the Technical Chamber for Economics and Innovation (CT-EI) and Technical Chamber for Biodiversity (CT-Bio)", state that Fundação Renova and the maintainers, when implementing the Program for the Resumption of Aquaculture and Fishing Activities (PG16), are failing to comply with Clause 245 of the TTAC, insofar as they intend to "carry out the preparation of the project and define its execution without the participation of the CIF and, consequently, of all the public environmental bodies". They claim that, on 30 June 2021, the FR prepared and launched Public Call Notice No. 4200064227, which, according to them, is the "materialization of the recovery procedure that the Fundação Renova wants to conduct without the approval of the CIF". Finally, they request: (i) that the Fundação Renova be required to prepare and make adjustments to the implementation of the Program for the Resumption of Aquaculture and Fishing Activities (PG16), in accordance with the provisions of the TTAC, submitting it to the CIF for evaluation and analysis, as well as submitting other plans resulting from the Program, such as the Fishing and Aquaculture Recovery Plan; (ii) that Fundação Renova be ordered to immediately suspend the procedure and activities related to Public Call Notice no. 4200064227, suspending all the activities provided for therein until they have been fully analyzed and approved by the CIF; (iii) Fundação Renova be ordered not to carry out, in the implementation of PG-16, acts or activities contrary to the provisions governing and established along Axes 6, 8 and 12; and (iv) a procedural pecuniary penalty be set, as a daily fine imposed by the court for failure to comply with judgment in the event of non-compliance, with a destination to be set by the Court. Finally, *inaudita altera pars*, it requests "the suspension of the procedure related to Public Notice n. 4200064227".	BRL 2.000.000,00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
11	1011637-45.2019.4.01.3800	State of Espírito Santo and IEMA.	Samarco and Vale.	08/01/2016	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a public civil action filed by the state of Espírito Santo and IEMA against Samarco and Vale, seeking the recovery of the Doce River Basin, as well as the implementation of socio-economic measures to assist the affected populations. The preliminary injunction requested: (i) that Samarco pay compensation for the public costs of hiring temporary professionals; (ii) that Samarco and Vale jointly create and set up offices with the power to make technical decisions in Colatina and Linhares; and (iii) that Samarco develop water treatment technology. In the final analysis, it sought confirmation of the injunctions and a joint and several order against Samarco and Vale to compensate the State Treasury for the damages suffered by the company. Damages relating to public spending on travel expenses for state employees to learn about dealing with environmental disasters, and public spending arising from the terms of agreement to be signed with Universities and Academic Centers.	BRL 1,000,000.00
12	1000415-46.2020.4.01.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, SEFAZ-ES, FEAM, IEMA and AGERH.	Samarco, Vale and BHP.	07/01/2020	Enforcement Proceedings - Priority Axis n. 7 - Registration and Compensation.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an enforcement proceeding filed under the terms of the decision handed down on 07/01/2020, within the scope of 20bn CPA, to deal with Priority Axis n. 7 - Registration and Compensation.	N/A

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
13	1000417-16.2020.4.01.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, ANM, State of Minas Gerais, IEF, IGAM, SEFAZ-ES, FEAM, IEMA, AGERH and MPF.	Samarco, Vale, BHP.	07/01/2020	Enforcement Proceedings - Priority Axis n. 8 - Resumption of economic activities.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a judgment enforcement proceeding initiated under the terms of the decision handed down on 07/01/2020, within the scope of 20bn CPA, to deal with Priority Axis n. 8 - Resumption of economic activities.	N/A
14	1020729-76.2021.4.01.3800	Samarco, BHP, Vale and Fundação Renova	Federal Government, DPU, State of Minas Gerais, DPMG, CIF, State of Espírito Santo, IBAMA and AGERH	30/04/2021	Incident for Divergent Interpretation.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a petition for rehearing due to a divergent interpretation of compliance with TTAC in relation to CIF Resolution 389.	BRL 1,000.00
15	1000242-22.2020.4.01.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, State of Espírito Santo, SEFAZ, FEAM, IEMA, AGERH, MPF and MPMG.	Samarco, Vale, BHP and Fundação Renova	07/01/2020	enforcement Proceeding - Priority Axis n. 1- Extra and intra-river environmental recovery.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an enforcement proceeding filed under the terms of the decision handed down on 07/01/1010, within the scope of 20bn CPA to deal with Priority Axis n. 1 - Extra and intra-channel environmental recovery.	N/A
16	1003050-97.2020.4.01.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, State of Espírito Santo, FEAM, IEMA, AGERH, CIF, MPF and MPMG, Palmares Cultural Foundation, Nova Quatis - Naturalidade, Organização e Visão do Amanhã (in the case file, iPAZ) and FUNAI.	Samarco, Vale, BHP and Fundação Renova.	31/01/2020	Enforcement Proceeding - Priority No. 10 - Hiring technical consultants.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an enforcement proceeding assigned to the same court as the 20bn and 155bn CPA, because of the relationship between the three proceedings, under the terms of the decision handed down on 30/01/2020 to deal with Priority Axis n. 10 - Hiring technical advisory services for those affected.	N/A
17	1021643-43.2021.4.01.3800	CIF, IBAMA, ICMBio, ANA, FUNAI, ANM, State of Minas Gerais and State of Espírito Santo.	Fundação Renova.	05/05/2021	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	The public entities and autarchies that signed the TTAC aim to compel the Fundação Renova to carry out the ordinary review process of the Socioeconomic and Socioenvironmental Programs provided for in the TTAC, as set out in Clause 203 of the TTAC. According to the Plaintiffs, the Fundação Renova has not fully complied with its obligations in the process of reviewing the Programs.	N/A

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
18	1000406-84.2020.4.01.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, State of Espírito Santo, FEAM, IEMA, AGERH, MPF and MPMG.	Samarco, Vale, BHP and Fundação Renova.	08/01/2020	Enforcement Proceeding - Priority Axis n. 5- Operacional Resumption of the Risoleta Neves HPP.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a judgment enforcement proceeding initiated under the terms of the decision handed down on 07/01/2020, within the scope of 20bn CPA, to deal specifically with Priority Axis n. 5 – Operational Resumption of the Risoleta Neves HPP.	N/A
19	1000462-20.2020.4.01.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, State of Espírito Santo, FEAM, IEMA, AGERH, MPF, MPMG and CIF (as an interested third party).	Samarco, Vale, BHP and Fundação Renova.	09/01/2020	Enforcement Proceeding - Priority Axis n. 9- Supply of water for human consumption.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a judgment enforcement proceeding initiated under the terms of the decision handed down on 07/01/2020, within the scope of 20bn CPA, to deal with Priority Axis n. 9 - Supply of water for human consumption.	N/A
20	6026194-35.2024.4.06.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, State of Espírito Santo, FEAM, IEMA, AGERH, MPF, MPMG and CIF (as an interested third party).	Samarco, Vale, BHP and Fundação Renova.	03/06/2024	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a development of the enforcement proceeding of Axis 9, for the locality of Colatina/ES and Boninsegna (Marilândia/ES), according to a decision handed down on 21/04/2024.	N/A
21	6025921-56.2024.4.06.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, State of Espírito Santo, FEAM, IEMA, AGERH, MPF, MPMG and CIF (as an interested third party).	Samarco, Vale, BHP and Fundação Renova.	29/05/2024	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a development of the enforcement proceeding of Axis 9, for the localities of Resplendor/MG (headquarters); Itueta/MG (headquarters) and Santo Antônio do Rio Doce (Aimorés/MG), according to a decision handed down on 21/04/2024.	N/A
22	6026657-74.2024.4.06.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, State of Espírito Santo, FEAM, IEMA, AGERH, MPF, MPMG and CIF (as an interested third party).	Samarco, Vale, BHP and Fundação Renova.	05/06/2024	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a development of the enforcement proceeding of Axis 9, for the locality of Tumiritinga/MG (Headquarters) and São Tomé do Rio Doce (District of Tumiritinga/MG) and Pedra Corrida (District of Periquito)/MG, according to a decision handed down on 21/04/2024.	N/A
23	6026703-63.2024.4.06.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, State of Espírito Santo, FEAM, IEMA, AGERH, MPF, MPMG and CIF (as an interested third party).	Samarco, Vale, BHP and Fundação Renova.	05/06/2024	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a development of the enforcement proceeding of Axis 9, for the localities of Governador Valadares (Headquarters), São Vitor (Governador Valadares) and Galileia/MG (Headquarters), according to a decision handed down on 21/04/2024.	N/A

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
24	6026711-40.2024.4.06.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, State of Espírito Santo, FEAM, IEMA, AGERH, MPF, MPMG and CIF (as an interested third party).	Samarco, Vale, BHP and Fundação Renova.	05/06/2024	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a development of the enforcement proceeding of Axis 9, for the locality of Ipaba do Paraíso (District of Santana do Paraíso/MG), Perpétuo Socorro (District of Belo Oriente/MG), Senhora da Penha (District of Fernandes Tourinho/MG) and Alpercata (Headquarters), according to a decision handed down on 21/04/2024.	N/A
25	6026733-98.2024.4.06.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, State of Espírito Santo, FEAM, IEMA, AGERH, MPF, MPMG and CIF (as an interested third party).	Samarco, Vale, BHP and the Fundação Renova.	05/06/2024	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a development of the enforcement proceeding of Axis 9, for the locality of Linhares/ES, Povoação (District of Linhares) and Regência (District of Linhares), according to the decision handed down on 21/04/2024.	N/A
26	6026844-82.2024.4.06.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, State of Espírito Santo, FEAM, IEMA, AGERH, MPF, MPMG and CIF (as an interested third party).	Samarco, Vale, BHP and Fundação Renova.	06/06/2024	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a development of the enforcement proceeding of Axis 9, for the locality of Baixo Guandu/ES (Headquarters) and Mascarenhas (District of Baixo Guandu), according to a decision handed down on 21/04/2024.	N/A
27	6026870-80.2024.4.06.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, State of Espírito Santo, FEAM, IEMA, AGERH, MPF, MPMG and CIF (as an interested third party).	Samarco, Vale, BHP and Fundação Renova.	06/06/2024	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a development of the enforcement proceeding of Axis 9, for the localities of Pedras (Mariana/MG), Camargos (Mariana/MG) and Paracatu de Baixo (Mariana/MG), according to a decision handed down on 21/04/2024.	N/A
28	6026874-20.2024.4.06.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, State of Espírito Santo, FEAM, IEMA, AGERH, MPF, MPMG and CIF (as an interested third party).	Samarco, Vale, BHP and Fundação Renova.	06/06/2024	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a development of the enforcement proceeding of Axis 9, for the locality of Barreto (Barra Longa/MG) and Gesteira (Barra Longa/MG), according to a decision handed down on 21/04/2024.	N/A
29	1013613-24.2018.4.01.3800	Samarco.	Federal Government, CIF, IBAMA, ICMBio, ANM, FUNAI and ANA.	07/11/2018	Incident of divergent interpretation.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an incident of divergent interpretation in the execution of the TTAC regarding the deduction of AFE values in the PIM.	N/A

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
30	1040611-58.2020.4.01.3800	Samarco.	Federal Government, IBAMA and CIF.	01/10/2020	Incident of divergent interpretation.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an incident of divergent interpretation in the execution of TTAC clauses, which aims to resolve the divergence established between the Parties, adopting the Technical Report of the company TETRA+, in order to recognize: (i) the absence of evidence of environmental impact in the so-called New Areas; and, subsequently; and (ii) the nullity of CIF Deliberation No. 58, which “lists impacted coastal and marine estuarine areas”. as a socio-economic catchment area under the terms of Clauses I, VI and VIII of the TTAC”.	N/A
31	1013996-85.2023.4.06.3800	Federal Government, IBAMA, ICMBio, ANA, ANM, State of Minas Gerais, IEF, IGAM, State of Espírito Santo, FEAM, IEMA, AGERH, MPF, MPMG and CIF.	Samarco, Vale, BHP and Fundação Renova.	01/03/2023	Enforcement Proceeding - Priority Axis n. 14 - Scope and Implementation of TTAC -20bn/155bn CPA .	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an enforcement proceeding initiated under the terms of the decision handed down on 17/02/2023, under Axis 7, to deal with Priority Axis 14 - Scope and Implementation of the TTAC - 20bn/155bn CPA.	N/A
32	1001824-86.2022.4.01.3800	Fundação Renova.	CIF, IBAMA and the Federal Government.	17/01/2022	Incident of divergent interpretation	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an incident of divergent interpretation in the execution of TTAC clauses that aims to resolve the divergence established between the Parties, in order to recognize the nullity of CIF Resolution 551, any related resolutions, such as CIF Resolutions 172 and 219, as well as any acts derived from them, and determine the adoption of the latest version of the scope prepared by the Fundação Renova for PG-014.s 172 and 219, as well as any acts derived from them, and that the latest version of the scope prepared by the Fundação Renova for PG-014 be adopted, at least as a basis for the discussions to be held within the scope of Priority Axis 2. In the alternative, the CIF be ordered to rectify the scope approved by means of Resolution 551, in accordance with the items indicated in the opening petition.	N/A

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33	6021709-89.2024.4.06.3800	Federal Government	Samarco, BHP and Vale	03/05/2024	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Provisional Enforcement proceeding initiated by the Federal Government against Samarco, BHP and Vale seeking the enforcement of the order to pay compensation for collective moral damages, in the amount of BRL 79,684,210,000.00 referring to Public Civil Action n. 1016756- 84.2019.4.01.3800 (“155bn CPA”).	BRL 79.684.210.000,00
34	1008864-10.2021.4.01.0000	MPF, DPU, MPMG, DPES and DPMG	12th Federal Civil Court	12/03/2021	Writ of mandamus	Judge Evandro Reimão - 2nd Section	Writ of mandamus filed by the MPF against the Federal Court of the 12th Federal Civil Court, seeking injunctive relief against the work plans and updated budgets submitted by the Technical Advisors of Territories 1 to 16.	N/A
35	1008877-09.2021.4.01.0000	MPF, DPU, MPMG, DPMG and DPES	Samarco, Vale and BHP	15/03/2021	Constitutional Complaint	Regional Court of the 1st Region - TRF1	This is a demand for the continuity of work on Axis 2, in view of the alleged paralysis of compliance with the sentence and, at the same time, non-compliance with the referrals made by the CT-Saúde to the Fundação Renova and the monocratic decision handed down by Judge Daniele Maranhão in the case of interlocutory appeal no. 101032-43.2020.4.01.0000.	BRL 1,000.00
36	1008894-45.2021.4.01.0000	MPF, DPU, MPMG, DPES and DPMG	12th Federal Agrarian Court of SJMG.	12/03/2021	Writ of mandamus	Judge Ricardo Machado Rabelo - 2nd Section	This is a writ of mandamus, with a request for preliminary injunction, for a decision on the continuity and implementation of studies on human health by the Getúlio Vargas Foundation.	N/A
37	1023835-46.2021.4.01.3800	MPF, MPMG, DPU, DPMG and DPES	Fundação Renova, Samarco, Vale and BHP	11/05/2021	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a public civil action seeking preliminary injunction, under penalty of a daily fine of no less than BRL 100,000.00, to impose obligations to cease the dissemination of any and all advertisements published/sponsored by the Fundação Renova, notably those called “From repair to here”, “Rio Doce Expedition” and “Branded content - UOL site” and the like, which are still on the Fundação Renova’s institutional website, among others.	BRL 84.453.846,90

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38	1044889-22.2021.4.01.0000	MPF, MPMG, DPU, DPMG and DPES	Substitute Federal Judge of the 12th VFBH	14/12/2021	Writ of mandamus	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a writ of mandamus, with a request for a preliminary injunction, filed by the Institutions of Justice against the omission of the Court of the 12th VFBH in relation to “the unilateral and arbitrary cancellations of the Emergency Financial Aid (AFE - PG 21) practiced by the Fundação Renova ”.	N/A
39	1016957-59.2021.4.01.0000	MPF, MPMG, DPU, DPMG and DPES	Substitute Federal Judge of the 12th VFBH	18/05/2021	Preliminary Injunction to Suspend a Lower Court decision on the merits	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a request for a preliminary injunction to suspend the decision that established the matrix of damages, complemented by the decision that partially granted the Companies’ motions for clarification, requested by the MPF, the MPMG, the DPU, the DPMG, the DPES.	N/A
40	1008899-67.2021.4.01.0000	MPMG, DPMG, MPES, DPEES and DPU	12TH VFBH	12/03/2012	Writ of mandamus	3rd Section of the Federal Regional Court of the 1st Region	Writ of mandamus against an act that failed to consider a preliminary injunction requested in the records of the Main Action of Axis 7 against the cessation of the AFE.	N/A
41	1008874-54.2021.4.01.0000	MPF, MPMG, DPU, DPMG and DPES	Federal Judge of the 12th Civil and Agrarian Court of the Judicial Section of Minas Gerais	12/03/2021	Writ of mandamus	2nd Section of the Federal Regional Court of the 6th Region	This is a writ of mandamus, with a request for urgent injunctive relief, filed by the MPF against the omissive act of the 12th Federal Civil and Agrarian Court of Belo Horizonte, Judicial Section of the State of Minas Gerais.	N/A

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42	1008884-98.2021.4.01.0000	MPF, MPMG, DPU, DPMG and DPES	Federal Court of the 12th Federal Circuit in Belo Horizonte/MG	12/3/2021	Writ of mandamus	2nd Section of the TRF6	This is a Writ of Mandamus seeking preliminary injunction relief from the immediate assessment of the petition filed by the Applicants on 11/25/2020 in the Priority Axis No. 8 proceedings, in which they requested that silage be maintained until the matter was definitively examined by the 12th Federal Court in Belo Horizonte/MG. 8, in which they requested the maintenance of the delivery of silage until the final examination of the matter by the 12th Federal Court in Belo Horizonte/MG to those affected who requested the receipt, but whose registration was not carried out, due to the fact that it is essential to ensure fundamental rights belonging to those affected (rural owners) located in several territories affected by the Collapse and, finally, they request the confirmation of the request for preliminary injunction and the granting of the order to receive and process the petition filed on 11/25/2020 in the records of Priority Axis n. 8. 8.	N/A
43	0060017-58.2015.4.01.3800	MPF and Association for the Defense of Collective Interests (ADIC)	Samarco	16/11/2015	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a public civil action brought by the Association for the Defense of Collective Interests (ADIC) and the Federal Public Prosecutor's Office (MPF) against Samarco seeking compensation for the damage caused by the collapse of the Fundão Dam, in particular the reconstruction of private and public buildings.	BRL 10,000,000,000.00
44	0040979-26.2016.4.01.3800	MPF	Samarco	10/11/2015	Precautionary Order	4th Federal Civil and Agrarian Court of the SSJ from Belo Horizonte	This is a precautionary order filed by the MPMG against Samarco for the purpose of supplying water in the city of Governador Valadares/MG, as well as monitoring the water quality of the Doce River.	BRL 1,000,000.00

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45	1051315-96.2021.4.01.3800	MPF	Samarco, the Federal Government, IBAMA, ICMBio, the State of Espírito Santo and the National Institute for the Environment and Water Resources (INEMA)	03/02/2016	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte Judicial Section	This is a public civil action brought by the MPMG against Samarco, the Federal Government and others, in which they require the implementation of preventive and mitigating measures to aggravate damage to the marine environment and exposure to consumer health risks resulting from the Fundão Dam collapse, with an immediate ban on fishing of any kind, given the contamination of the ichthyofauna. As an injunction, Samarco was asked to: (i) make boats available for inspection actions; (ii) publish the fishing ban on its website, so as to give it wide publicity; and (iii) identify the fishermen affected so that they can be paid subsistence aid. The Public Prosecutor's Office asked for the preliminary injunction to be confirmed and for Samarco to be ordered to compensate the fishermen for their proven damages during the fishing ban.	BRL 1,000.00 (purely for fiscal purposes)
46	0073114-91.2016.4.01.3800	MPF	Samarco, Vale and BHP	15/01/2016	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a public civil action filed by the MPES seeking to order Samarco, BHP and Vale to pay compensation for collective damages to the population of Colatina, in the amount of BRL 2 billion reais, due to the environmental impacts resulting from the accident, the uncertainty as to the potability of the water collected from the Doce River and supplied to their homes and the inconvenience suffered in the queues for the distribution of mineral water. As a preliminary injunction, the Public Prosecutor's Office requested the blocking of BRL 2,000,000,000.00 from Samarco, Vale and BHP to secure the execution and removal of the tax secrecy of these companies. As an injunction, they asked for the legal personality of Samarco and, if necessary, Vale and BHP to be disregarded, and for each of the companies to be ordered to pay diffuse moral damages of at least BRL 2,000,000,000.00.	BRL 2,000,000,000.00

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47	1000504-03.2020.4.01.3822	MPF	Fundação Renova, Samarco, Vale and BHP	12/03/2020	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a public civil action initially filed by the Federal Public Prosecutor's Office against Fundação Renova, seeking a preventive injunction relief to impose on the Defendants the obligations to: (i) fully fund, in favor of the SUS, the implementation of the Barra Longa Health Action Plan; (ii) alternatively, fund the uncontroversial points of the Health Action Plan of the municipality of Barra Longa, excluding the subject of "urgency and emergency", which was reserved by the CIF, in paragraph "b" of its Deliberation no. 252; and (iii) be established as a public civil action. 252; and (iii) that a maximum period of sixty days be set for the Defendants to resolve the content of the provision made by the CIF in relation to paragraph "b" of its Deliberation no. 252, with implementation of this measure beginning no later than thirty (30) days after the dispute is resolved. On the merits, the plaintiffs also request that the Defendants be ordered to pay compensation for collective moral damages in an amount not less than BRL 32,588,712.00, to be reverted to the Barra Longa municipal health system.	BRL 32,588,712.00

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48	1016756-84.2019.4.01.3800	MPF	Samarco, Vale, BHP, the Federal Government and the State of Minas Gerais.	02/05/2016	Public Civil Action-155bn CPA	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a public civil action in which the MPF requests, in general terms; (i) allocation of financial resources and guarantees: MPF requested that the Companies: (a) deposit in a private fund the amount of BRL 7,752,600,000.00; (b) offer a financial guarantee of BRL 155,052,000,000.00; (c) maintain in said fund a working capital of no less than BRL 2,000,000,000,00,000.00 and, after approval of a full reparation schedule, 100% (one hundred percent) of the expenses provisioned for the following 12 (twelve) months; (d) be prohibited from disposing of their assets and distributing profits; and (e) the judicial seizure of all amounts arising from the Companies' dividends that have not been paid; (ii) suspension of all government financial incentives and government funding; (iii) the disregard of the legal personality, in order to hold Vale and BHP responsible as well; (iv) guarantee of best market practices, and social and environmental compliance; (v) the reversal of the burden of proof and the hiring of an independent team of experts; (vi) the drafting, approval, management and execution of social, environmental and economic plans. In addition, the MPF requested: (vii) various environmental emergency measures; (viii) various social humanitarian emergency measures; and (ix) protection of indigenous people and other traditional communities.	BRL 155,052,000,000.00
49	1014546-60.2019.4.01.3800	MPMG	Samarco	28/12/2015	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	MPMG seeks that Samarco is ordered to deliver mineral water to every home in the municipality of Alpercata/MG.	BRL 2,000,000.00

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50	1049235-96.2020.4.01.3800 (former n. 5000231-30.2019.8.13.0521)	MPMG	Samarco, Fundação Renova and the State of Minas Gerais	07/02/2019	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a public civil action arising from civil inquiry no. 0521.18.000253-2, due to alleged evidence of environmental damage in a permanent preservation area (Floresta Farm). The MPMG aims to declare the TAC signed on 11/21/2017 between the State of Minas Gerais and the defendants null and void, among other requests, such as obligations to perform, payment of compensation, payment of expert fees related to Civil Inquiry n. 0521.18.000253-2.	BRL 50,000.00
51	1037644-40.2020.4.01.3800	MPMG	Samarco, Fundação Renova and the Municipality of Rio Doce	17/05/2019	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a public civil action filed by the MPMG against Samarco, the Fundação Renova and the Municipality of Rio Doce, seeking to condemn the defendants to certain obligations to perform, given the impossibility of concluding out-of-court negotiations to protect the Fazenda Floresta Architectural and Landscape Complex.	BRL 1,000.00
52	0028358-94.2016.4.01.3800	MPMG	Samarco and Vale	14/12/2015	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a public civil action brought by the MPMG of the State of Minas Gerais against Samarco and Vale, in which it is argued that they are liable for moral and property damage to the environment, health and consumers, due to the alleged damage caused by the accident resulting from the suspension of the water supply service in the Municipality of Governador Valadares/MG.	BRL 5,100,000,000.00
53	0016262-23.2015.8.13.0273	MPMG	Samarco	13/11/2015	Public Civil Action	Galilee Single Court	This is a public civil action brought by the MPMG, aimed at ensuring that the basic needs of the population of the city of Galileia are met, albeit on a precarious basis and as a matter of urgency, in order to implement the emergency plan as a result of the collapse of the Fundão Dam.	BRL 50,000,000.00

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54	1102312-74.2023.4.06.3800 (former n. 0039891-33.2015.8.13.0400)	MPMG.	Samarco.	10/11/2015	Precautionary measure.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ (2nd Civil Court of Mariana/MG).	This is a preparatory precautionary measure filed by the MPMG against Samarco to request, as an injunction, the unavailability of the amount of three hundred million reais (BRL 300,000,000.00), initially blocking amounts deposited in financial institutions through BACENJUD, in order to secure compensation for the victims of the Fundão Dam collapse, residents of the Municipality of Mariana/MG.	BRL 300,000,000.00
55	1102520-58.2023.4.06.3800 (former n. 0043356-50.2015.13.0400)	MPMG.	Samarco, Vale and BHP	10/12/2015	Public Civil Action.	4th Federal Civil and Agrarian Court of the SSJ of Belo Horizonte/M G (2nd Civil Court of Mariana/MG)	This is a public civil action seeking socio- economic reparation for the victims of the Fundão Dam collapse, residents of the municipality of Mariana/MG (discussion of humanitarian issues), by means of emergency and definitive measures.	BRL 2,000,000,000.00
56	5002387-92.2021.8.13.0400	MPMG.	Samarco, Vale and BHP.	04/10/2021	Enforcement proceeding	2nd Civil Court of Mariana/MG.	(ii) This is an enforcement of judgment distributed by dependency to Mariana CPA (0043356-50.2015.8.13.0400), seeking, in summary: (i) the establishment of a global amount for the compensation of all those affected in Mariana/MG, based on the damage matrix drawn up by Cáritas Brasileira; liquidation of the damages individually suffered by each affected person registered by the technical advisory body, with the values of the global amount deposited in court being earmarked for this purpose; allocation of any residual amount to the Fund for Diffuse Rights; and (iv) imposition of a fine on the Companies for delays in the compensation process for those affected.	BRL 500,000.00
57	1102705-96.2023.4.06.3800 (former n. 0041497-28.2017.8.13.0400)	MPMG.	Samarco, Vale and BHP.	01/11/2017	Enforcement proceeding	4th Federal Civil and Agrarian Court of the SSJ of Belo Horizonte/M G (2nd Civil Court of Mariana/MG).	This is an enforcement of judgment distributed by dependency to Mariana CPA (0043356-50.2015.8.13.0400), aiming, in summary, to set a deadline and specific guidelines for the delivery of the resettlements of the affected communities in Mariana/MG.	BRL 2,000,000,000.00

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58	5002815-45.2019.8.13.0400	MPMG.	Samarco, Vale and BHP.	11/10/2019	Enforcement proceeding	2nd Civil Court of Mariana/MG.	This is a case of compliance with a judgment distributed by dependency to Mariana CPA (0043356-50.2015.8.13.0400), aiming, in summary, for the Companies to provide individualized real estate for all the new family nuclei that were formed after the Fundão Dam collapse and that may be formed until the collective resettlement of the respective community to which the original family nucleus belongs, under penalty of the imposition of coercive measures.	BRL 500,000.00
59	1002020-18.2022.4.06.3800 (former n. 5001485-13.2019.8.13.0400)	MPMG.	Samarco.	09/07/2019	Public Civil Action.	4th Federal Civil and Agrarian Court of the SSJ of Belo Horizonte/M G (1st Civil Court of Mariana/MG).	This is a public civil action with a request for preliminary injunction, aiming to: (i) make the amount of BRL 1,294,643.51 unavailable, by blocking it via BACENJUD; and (ii) order the Defendant to provide the emergency preventive measures determined by SEMAD (ref. Release of mining tailings into the Santarém Stream, in Mariana/MG). On a definitive basis, it calls for the Defendant to be ordered: (i) to pay compensation not less than the amount of the administrative fine, updated with interest and monetary correction, imposed under infraction notice no. 88259/2016; (ii) to repair the environment degraded by the pollution, and to approve an environmental recovery plan with the competent bodies; and (iii) to refrain from promoting new pollution in the Santarém Stream, under penalty of a daily fine.	BRL 100,000,000.00

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60	5001070-93.2020.8.13.0400	MPMG.	Samarco, Vale and BHP.	27/07/2020	Enforcement proceeding	2nd Civil Court of Mariana/MG.	This is an enforcement of judgment distributed by dependency to Mariana CPA (0043356-50.2015.8.13.0400), seeking, in summary, the imposition of obligations on the Defendants to guarantee the resettlement of the affected families, observing the compensation criteria presented by Cáritas Brasileira, in the event that the destination properties have different characteristics from the properties of origin, under the terms of the resettlement guidelines agreed in the Mariana CPA (e.g. footage, slope, frontage, water resources, neighborhood, among others).	BRL 500,000.00
61	5001112-11.2021.8.13.0400	MPMG.	Samarco, Vale and BHP.	05/07/2021	Enforcement proceeding	2nd Civil Court of Mariana/MG.	This is an enforcement of judgment distributed by dependency to Mariana CPA (0043356-50.2015.8.13.0400), seeking to impose a fine on the Companies for alleged delays in submitting a compensation proposal to 115 (one hundred and fifteen) families registered by Cáritas Brasileira.	BRL 1,000,000,000.00
62	1005202-55.2019.4.01.3800	MPMG.	Samarco.	12/07/2016	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a public civil action with a preliminary injunction filed to determine the implementation of measures by Samarco to stop the continuation and reverse the damage caused to the cultural heritage of Bento Rodrigues, consisting of assets allegedly inventoried, listed, protected by law and by a state conservation unit and owned by third parties.	BRL 5,000,000.00
63	0019601-77.2017.4.01.3800	MPMG.	Samarco, Vale and BHP.	26/10/2016	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a public civil action filed by the MPMG, seeking, in summary, to condemn Samarco, Vale and BHP to repair the damage allegedly caused to speleological assets, such as shelters, caves and caverns.	BRL 150,000,000.00

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64	0011757-76.2017.4.01.3800	MPMG.	Samarco, Vale and BHP.	02/12/2016	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a public civil action filed by the MPMG, seeking to have the Defendants remove the tailings deposited on the banks of the rivers that cut through Mariana and dispose of them in deactivated mining pits or in another suitable and licensed location.	BRL 10,000,000.00
65	0051924-50.2018.8.13.0400	MPMG.	Samarco, BHP, Vale, IEF, FEAM (FEAM) and IGAM (IGAM).	26/10/2018	Public Civil Action.	1st Civil Court of Mariana/MG.	This is a public civil action in which the MPMG opposes the implementation of Dike S4, on the grounds that irregularities have been found in the implementation procedure. Based on this report, it requests: (i) that Decree no. 500/2016 and the TAC signed on 19/09/2016 providing for the construction of said dike be declared null and void, with regard to the restrictions on compensation for victims; (ii) that all contracts signed with the owners stipulating the payment of compensation be declared null and void. Alternatively, the MPMG requests that: (i) the Decree and the TAC be interpreted in such a way as to ensure prior and fair compensation to the owners; and (ii) Samarco and its shareholders be ordered to pay prior and fair compensation for the administrative requisition, as well as compensation for moral damages.	BRL 50,000,000.00
66	0052302-06.2018.8.13.0400	MPMG.	Fundação Renova, Samarco, Vale and BHP.	31/10/2018	Public Civil Action.	2nd Civil Court of Mariana/MG.	This is a public civil action filed by the MPMG seeking to order the defendants to pay compensation for the damage caused to the victims of the Collapse.	BRL 2,000,000,000.00

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67	0014819-10.2016.8.13.0400	MPMG.	Samarco, Vale, BHP and the Municipality of Mariana.	03/05/2016	Public Civil Action.	1st Civil Court of Mariana/MG.	This is an ACP filed by the MPMG against Samarco and others, requesting a preliminary injunction to: (i) impose the obligation on Samarco, Vale and BHP to maintain security and restrict access to Bento Rodrigues, for twenty-four (24) hours, according to the guidelines and under subordination to the Civil Defense of the Municipality of Mariana and the State of Minas Gerais, under penalty of a daily fine of BRL 100 thousand; (ii) impose on the Municipality of Mariana and the State of Minas Gerais the duty to regulate access to the site, establishing, together with the committees of those affected, fixed times and days for access by the population, as well as, with the help of the Defendants, to register those affected who intend to have access to the site, under penalty of a daily fine of BRL 100,000; (iii) impose on the defendants the duty to register the residents of Bento Rodrigues, under penalty of a daily fine of BRL 100,000. Rodrigues for access to the site, hiring members of the community to assist in security and access control activities, under penalty of a daily fine of BRL 100,000; (iv) imposing on the defendants the duty to provide courses and training to the residents of Bento Rodrigues, so that they are able to visit the site, under penalty of a daily fine of BRL 100,000; and (v) granting the claim, making the injunctions requested final.	BRL 100,000.00

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68	0062888-27.2016.4.01.3800	MPMG.	Samarco, Vale and BHP.	21/10/2016	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a public civil action in which the MPMG aims, in summary, to order the companies to fulfill the following obligations: (i) prepare, present and execute the basic, structural and executive projects for the complete reconstruction, recovery and repair of all the public assets and infrastructure that were affected in the communities of Barretos, Gesteira and the town of Barra Longa; (ii) prepare and start executing the containment works for the entire bed of the Rio do Carmo in the stretch that crosses the town of Barra Longa; (iii) prepare and start executing the containment works that are capable of making the town of Barra Longa and the community of Gesteira resilient to other disasters; (iv) prepare a project for the implementation of a sewage treatment system for Barra Longa and Gesteira, with the execution of the respective project within a maximum period of one (1) year; and (v) prepare a project for the implementation of an adequate system for the final disposal of urban and industrial solid waste for the Municipality of Barra Longa, with the execution of the respective project within a maximum period of one (1) year.	BRL 600,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
69	0010263-16.2016.4.01.3800	MPMG.	Samarco, Vale and BHP.	02/02/2016	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a public civil action through which the MPMG aims, in summary, to: (i) decreeing the unavailability of the Companies' assets in the amount of BRL 2,000,000,000.00, for the exclusive purpose of repairing material and moral damages, both individual and collective, in relation to the victims of the Ponte Nova District (indemnification and reconstruction of the communities); and (ii) the payment of compensation for collective moral damages, social damages, moral damages of an individual nature and material damages to each of those affected in Ponte Nova, in addition to bearing the costs necessary for the reconstruction of the communities and the development of emergency measures (e.g., temporary maintenance funds, housing for displaced families).	BRL 7,500,000,000.00
70	1002605-16.2019.4.01.3800	MPMG.	Samarco, Vale and BHP.	29/8/2016	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a public civil action through which the MPMG aims, in summary, to condemn the Companies to reimburse alleged damage to the Municipality of Mariana/MG due to the fall in the collection of Financial Compensation for the Exploration of Mineral Resources (CFEM).	BRL 1,394,308.39
71	1012537-62.2018.4.01.3800	MPMG.	Samarco, Vale and BHP.	07/11/2016	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a public civil action through which the MPMG aims, in summary, to defend the cultural and urban heritage of Gesteira, with the consequent condemnation of the Companies to the obligations to: (i) carry out a complete documentary and audiovisual record and diagnosis of the situation of the affected assets; (ii) remove the layer of tailings deposited along the community; to destine the belongings of the victims located on the mud to a suitable place, with the realization of an inventory and weekly communication to the Court; (iii) carry out archaeological monitoring during the interventions; and (iv) hire an independent external audit.	BRL 100,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
72	1002305-88.2018.4.01.3800	MPMG.	Samarco, Vale and BHP.	07/11/2016	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a public civil action through which the MPMG aims, in summary, to defend the historical and urban heritage of Barra Longa, with the consequent condemnation of the Companies to the obligations of: (i) prepare and carry out revitalization projects for the entire historic core of the municipality; (ii) complete restoration of the São José Mother Church; (iii) complete restoration of the Xavier Hotel; (iv) complete restoration of the listed and inventoried properties mentioned by the Parquet; (v) set up the Barra Longa municipal public archive; (vi) create a museum to record and tell the history of Barra Longa; (vi) create a museum to record and tell the history of Barra Longa. of Barra Longa, its community and the tragedy that struck it after the Collapse; (vii) tourism development in the Municipality; and (viii) a sweep of all the cultural assets in the Municipality, with the subsequent publication of a book containing this information. Finally, it was requested that the companies be ordered to pay compensation for interim damages and lost profits related to the deprivation of the enjoyment of the community's cultural and urban heritage.	BRL 250,000,000.00
73	1002751-52.2022.4.01.3800	MPMG.	Samarco, Vale and BHP.	31/10/2016	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a public civil action through which the MPMG aims, in summary, to remove tailings that are allegedly deposited in inappropriate places, such as in the gutters and banks of the Doce River and in all other disposal points in the municipalities that make up the Ponte Nova/MG District.	BRL 10,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
74	5003441-93.2021.8.13.0400	MPMG.	Samarco, BHP and Vale.	29/12/2021	Enforcement proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a case of compliance with a sentence, through which the MPMG alleges that, to date, the Fundação Renova has not presented satisfactory proposals related to the water availability of the resettlements, in order to guarantee the resumption of the previous ways of life and economic activities of those affected (public supply, animal husbandry, agricultural production, etc.).	BRL 1,000,000,000.00
75	5023635-78.2021.8.13.0024	MPMG.	Samarco, BHP, Vale and Fundação Renova.	24/02/2021	Civil action.	5th Civil Court of Belo Horizonte/MG.	This is a civil action filed by the MPMG against the Companies and the Fundação Renova, seeking, as a matter of urgency, intervention in the Fundação Renova, with the appointment of a Judicial Intervention Board —which will act as a Board of Trustees—contemplating a transitional institutional design. On a definitive basis, it requests: (i) the extinction of the Fundação Renova, with the consequent registration of the sentence in the civil registry of legal entities of Belo Horizonte and cancellation of the registration with the National Registry of Legal Entities (CNPJ); (ii) the condemnation of the Companies to pay compensation for the alleged material damages. caused as a result of the alleged misuse of purpose and the illicit practices carried out within and through the Fundação Renova, with the frustration of the TTAC programs, and (iii) the condemnation of the Companies to pay compensation for moral damages, in the amount of BRL 10,000,000,000.00.	BRL 10,000,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
76	5001730-53.2021.8.13.0400	MPMG.	Samarco, Vale and BHP.	27/08/2021	Public Civil Action.	2nd Civil, Criminal and Penal Execution Court of the District of Mariana.	The public civil action in question deals with alleged failures by the Fundação Renova to comply with the obligation set out in Clause 125 “j” of the Transaction and Conduct Adjustment Agreement (TTAC) to provide food for the animals of those affected who had productive areas of their rural properties impacted by the mud from the Fundão Dam collapse.	BRL 100,000.00
77	5003426-56.2023.8.13.0400 (former n.6008349-87.2024.4.06.3800	MPMG.	Samarco, Vale and BHP.	18/8/2023	Public Civil Action.	1st Civil Court of Mariana/MG.	This is a public civil action in which the MPMG argues that, in the post-disaster scenario, the Fundação Renova became responsible for rescuing the affected animals, providing them with food and veterinary medical care, as well as providing a suitable place for them to live, which is not being done. Based on this report, it requests, as a matter of urgency, that the Defendants be ordered, under penalty of a daily fine, to promote: (i) effective and periodic care for the animals, regardless of whether they were acquired by those affected before or after the Collapse; (ii) access to green areas, running water, adequate food and shelter from bad weather; (iii) adequate housing for the animals or the refurbishment of temporary housing to better accommodate them; (iv) adaptation of the Fundação Renova’s service channels; and (v) publication of the judgment on its communication channels. In the event of a final judgment, it requests: (i) that this claim be upheld, making the preliminary injunction granted final; (ii) that the Defendants be condemned; (iii) to an obligation to pay, consisting of a pecuniary indemnification in favor of the State Fund for the Defense of Diffuse Rights (FUNDIF); and (viii) to an obligation to pay, concerning compensation to the families who lost their livestock or witnessed mistreatment after the collapse, to be defined in an individual judgment. Finally, it requests: (i) a reversal of the burden of proof; and (ii) that the Defendants be ordered to pay the burden of proof.	BRL 100,000,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
78	0023483-68.2016.8.13.0549	MPMG.	Samarco.	17/08/2022	Public Civil Action.	Single Court of the District of Rio Casca.	This is a public civil action filed by the MPMG against Samarco requiring environmental restoration with reforestation of the area, compensation for environmental damage and cessation of corrosive activity, as well as measures to contain the flow of earth and other materials into the Canta Galo stream.	BRL 100,000.00
79	5004748-48.2022.8.13.0400	MPMG.	Samarco, BHP and Vale.	06/10/2022	Enforcement Proceeding.	2nd Civil Court of Mariana/MG.	Enforcement of the agreement reached in C P A n. 5001730-53.2021.8.13.0400. Allegation of alleged non-compliance, mistreatment and problems with the delivery of animal feed.	BRL 100,000.00
80	5002867-02.2023.8.13.0400	MPMG.	Samarco, Vale, BHP and Fundação Renova	13/7/2023	Public Civil Action.	2nd Civil, Criminal and Penal Execution Court of the District of Mariana	This is a public civil action filed against Samarco, Vale, BHP and Fundação Renova, in which the MPMG alleges that the Collapse caused damage to the Nossa Senhora das Mercês Chapel, located in Bento Rodrigues	BRL 1,000,000.00
81	5000692-35.2023.8.13.0400	MPMG.	Samarco.	23/02/2023	Public Civil Action.	2nd Civil Court of the District of Governador Valadares.	This is a Public Civil Action filed by the MPMG against Samarco, seeking to condemn the Defendant to repair environmental damage that occurred on 26/11/2015, consisting of pollution through the discharge of mud into a watercourse from a Water Treatment Plant (WTP) and the storage of products used in water treatment in an incorrect manner - in the open and without waterproofing the floor.	BRL 1,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
82	5001082-05.2023.8.13.0400	MPMG.	Fundação Renova and Samarco.	14/03/2023	Public Civil Action.	2nd Civil, Criminal and Penal Execution Court of the District of Mariana.	Public civil action requesting that the Defendants: (i) immediately cease any intervention in the bed of the Gualaxo do Norte River, under penalty of a fine of BRL 10,000.00 per day; (ii) proceed with the full recovery of the area described, after prior approval of the project with the competent environmental agency, within a period of 12 (twelve) months, under penalty of a fine of BRL 10,000.00 per day; (iii) proceed with the full recovery of the area described, after prior approval of the project with the competent environmental agency, within a period of 12 (twelve) months, under penalty of a fine of BRL 10,000.00 per day; and (iii) make the payment of compensation in an amount to be arbitrated, not less than BRL 364,190.61.	BRL 364,190.61
83	6017748-43.2024.4.06.3800	MPMG.	Fundação Renova.	12/04/2024	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	Public Civil Action, with a request for a preliminary injunction, filed by the MPMG requesting the regularization of the intervention in the permanent preservation area of the Carmo River, in Barra Longa.	BRL 50,000.00
84	1007135-34.2017.4.01.3800	DPU and DPES.	Samarco, Fundação Renova and the Federal Government.	02/05/2017	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte Judicial Section.	Action filed against Samarco, Fundação Renova and the Federal Government requesting, as an injunction, under penalty of a daily fine of BRL 175,000.00: (i) immediate suspension of the effects of the broad, general and unrestricted release clause provided for in the Mediated Indemnification Program (PIM); (ii) individualized information on the suspension of the program to be sent to all those affected; (iii) summons to the Public Prosecutor's Office; and, on the merits, (iv) confirmation of the injunctions.	BRL 19,250,000.00

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85	1014649-96.2021.4.01.3800	DPU and DPES.	Samarco, Vale and BHP.	14/12/2017	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte Judicial Section.	This is a Public Civil Action filed by DPU and DPES against Samarco, Vale and BHP, seeking, as an injunction, under penalty of a daily fine of fifty thousand reais (BRL 50,000.00): (i) the immediate start of the emergency financial aid program, along the lines of the commitments signed by the companies under the terms of adjustment of conduct- TTAC and TCSAP2; (ii) the start of other socio- economic programs aimed at reducing the vulnerabilities experienced by the communities, such as health and social protection; (iii) the blocking of the minimum amount of nine million reais (BRL 9,000,000.00), as collective moral damages or social damages.	BRL 43,879,200.00
86	0009362-43.2015.4.01.3813	DPU.	Samarco and the Federal Government.	12/11/2015	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a public civil action, with a request for a preliminary injunction, filed by the DPU against Samarco and the Federal Government for the purposes of: (i) supplying water in the city of Governador Valadares/MG; as well as (ii) monitoring the quality of the water in the Doce River; (iii) making 100 (one hundred) members of the Armed Forces available to distribute the water to be supplied by Samarco; and (iv) publicizing, in all media, the places and neighborhoods where the water will be distributed to the population.	BRL 10,000,000.00
87	0045281-30.2018.4.01.3800	DPMG.	Samarco.	19/11/2015	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	The aim is to supply water to the district of Pedra Corrida, in the municipality of Periquito/MG, and the district of São Pedro, in the municipality of Governador Valadares/MG, as well as to monitor the quality of the water in the Doce River.	BRL 788.00

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88	1023014-76.2020.4.01.3800	DPES	Samarco, Municipality of Colatina and State of Espírito Santo.	04/12/2015	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a public civil action brought by the DPMG seeking to maintain the supply of drinking water to the population of Colatina. The injunction requested that Samarco maintain the supply of water to the population of Colatina, and that the State of Espírito Santo and the Municipality of Colatina adopt measures to ensure that the population has unrestricted access to the water supplied by Samarco. In the final analysis, confirmation of the injunctions was requested.	BRL 788.00
89	1033379-58.2021.4.01.3800	Municipality of Santa Cruz do Escalvado and Rio Doce.	Samarco, BHP, Vale and Fundação Renova.	01/06/2021	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	The repair/recomposition of ICMS revenues linked to the VAF energy generation and CIFURH, which were suspended due to the stoppage of energy generation at the Risoleta Neves HPP, considering, for the purposes of calculating CIFURH revenues, the period between January 2016 and February 2024, and, for ICMS revenues, the period between January 2018 and December 2027.	BRL 48,971,859.15
90	1016233-72.2019.4.01.3800	Municipality of Mariana.	Samarco, BHP and Vale.	31/10/2018	Compensation action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	The Municipality claims that the collapse caused it various damages, both moral and material, including a drop in tax revenue, loss of historical and cultural records and emergency expenses.	BRL 590,166,173.80
91	1013159-44.2018.4.01.3800	Municipality of Ponte Nova.	Samarco, BHP, Vale and Fundação Renova.	29/10/2018	Public Civil Action.	4th Federal Civil and Agrarian Court of the SSJ of Belo Horizonte.	The municipality is asking to be included in the programs and actions provided for in the TTAC and conducted by the Fundação Renova.	BRL 1,000.00
92	0010090-89.2016.4.01.3800	Municipality of Tumiritinga.	Samarco and COPASA.	23/11/2015	Precautionary measure	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a precautionary measure filed by the Municipality of Tumiritinga against Samarco for the purpose of supplying water in the city of Tumiritinga/MG, as well as paying for other emergency measures.	BRL 1,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
93	0010261-46.2016.4.01.3800	Municipality of Itueta.	Samarco and COPASA.	26/11/2015	Precautionary measure	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a precautionary measure filed by the Municipality of Itueta against Samarco and COPASA, for the purpose of supplying water in the city of Itueta/MG, as well as paying for other emergency measures.	BRL 1,000.00
94	1022688-53.2019.4.01.3800	Municipality of Resplendor.	Samarco, Vale and COPASA.	18/12/2015	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a public civil action brought by the MPMG against Samarco, Vale and COPASA, seeking compensation for the damage caused to the environment and the population of Resplendor as a result of the accident.	BRL 550.000.000,00
95	1022701-52.2019.4.01.3800	Municipality of Resplendor.	Samarco and COPASA.	11/11/2015	Precautionary measure.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a preparatory precautionary measure filed by the Municipality of Resplendor against Samarco and COPASA for the purpose of supplying water in the city of Resplendor/MG, as well as monitoring the water quality of the Doce River.	BRL 1,000.00
96	1018465-57.2019.4.01.3800	Municipality of Aimorés/MG.	Samarco, BHP and Vale.	21/11/2018	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a public civil action for liability for moral and property damage to the environment, health and consumers of the water supply service in Aimorés/MG, brought by the Municipality of Aimorés against Samarco, Vale and BHP, seeking to establish the liability of the Defendants for full reparation of the damage to the environment, health and consumers, and ordering the Defendants to subsidize interdisciplinary studies, carry out an executive project, install equipment, monitor water quality and pay moral damage, as well as imposing a daily fine.	BRL 100,000,000.00
97	1024832-63.2020.4.01.3800	Municipality of Barra Longa/MG.	Samarco, Vale, BHP and Fundação Renova.	29/06/2020	Ordinary action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a public civil action filed by the Municipality of Barra Longa seeking to impose on the Defendants the obligations to: (i) implement the Health Action Plan in the Municipality; and (ii) maintain the costing/adoption of measures by the Fundação Renova to carry out the transshipment and final disposal of Barra Longa's solid waste until the delivery of a licensed station.	BRL 2,800,000.00

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98	1066831-59.2021.4.01.3800	Municipality of Mariana/MG.	Samarco, Vale, BHP and Fundação Renova.	24/09/2021	Ordinary Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an ordinary action distributed by dependency to ACP 20 Bi and aims to discuss alleged non- compliance with Resolutions issued by the CIF (Resolutions 503/2021, 463/2021, 352/2021, 109/2017 and 50/2017). It also aims to notify the Brazilian Securities and Exchange Commission (CVM) to disclose to the entire market as a material fact the environmental damage caused by the "Mariana accident", whose environmental remediation obligations have not yet been met and a procedure has been opened to ascertain responsibility.	BRL 71,368,067.25
99	5003816-65.2019.8.13.0400	Municipality of Mariana/MG.	Samarco, Vale, BHP and Fundação Renova.	27/12/2019	Ordinary action.	1st Civil Court of Mariana/MG.	This is a collection action with a request for injunctive relief to impose on the Companies: (i) an obligation to pay an amount, consisting of the judicial deposit of the sum of BRL 60,742.09, referring to the taxes that were no longer collected between 2016 and 2019 (IPTU and Location and Operation License Fees); as well as (ii) a judicial deposit of the amounts corresponding to these taxes, every year, starting in 2020, until the definitive resettlement of Bento Rodrigues, under penalty of a judicial blockade and the imposition of a fine. On a definitive basis, it requests confirmation of the effects of the provisional injunction, as well as an order that the defendant companies pay the attorneys' fees and costs.	BRL 60,742.09

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100	5000826-67.2020.8.13.0400	Municipality of Mariana/MG.	Samarco, Vale, BHP and Fundação Renova.	28/05/2020	Public Civil Action.	2nd Civil Court of the District of Mariana/MG.	This is a public civil action seeking provisional injunctive relief to impose on the Defendants the obligations to: (i) transfer and register the properties acquired by the Fundação Renova to allocate the areas for social housing, as agreed at a hearing held on 04/07/2017 in the context of the Mariana CPA (0043356-50.2015.8.13.0400), on behalf of the Municipality of Mariana, within forty-eight (48) hours, under penalty of a daily fine; (ii) transfer the first installment of BRL 9.965,798.29, as provided for in the "Financial Transfer Commitment Agreement" to fund infrastructure works in social housing areas to the Municipality, under penalty of a daily fine. Finally, it requests that the injunctions be confirmed and that the Defendants provide for the transfer of the installments provided for in the "Financial Transfer Commitment Term" within the deadlines set out in the commitment.	BRL 9,965,798.29
101	5001650-26.2020.8.13.0400	Municipality of Mariana/MG.	Samarco, Vale, BHP and Fundação Renova.	28/10/2020	Public Civil Action.	2nd Civil Court of the District of Mariana/MG.	This is a public civil action that seeks, as a matter of preliminary injunction, the immediate transfer of the amount allegedly owed by the Fundação Renova as a result of the signing of the Term of Commitment to fund the contract with the Inter municipal Multi sectoral Consortium of the Piranga Valley (CIMVALPI) and, successively, the decree of unavailability of the defendants' resources in the amount of BRL 4,005,746.88. On a final basis, the Municipality of Mariana requests confirmation of the injunctions and an order that the Defendants pay directly to the Intermunicipal Multisectoral Consortium of the Piranga Valley (CIMVALPI) and to the suppliers the amounts defaulted by the Municipal Public Administration due to the alleged lack of regular and full transfers by the Fundação Renova since 29 April 2020.	BRL 4,005,746.88

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102	1012064-42.2019.4.01.3800	Municipality of Linhares.	Samarco.	19/11/2015	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a public civil action filed by the Municipality of Linhares against Samarco, seeking to compel the company to adopt the following measures: (i) rescue representatives of all species of native aquatic fauna that use the Doce River as their natural habitat, with the aim of safeguarding the variety (ii) rescuing the eggs of sea turtles, which could be affected by the turbidity plume; (iii) implementing structures to protect the riparian forest and the islands, such as containment barriers, so that there is no direct contact with the material, while also preventing the sedimentation of mud on the riverbanks, where other animals of the terrestrial fauna can have direct contact; and (iv) intervening at the mouth of the Doce River, before the tailings reach the mouth, by closing the note bar and opening the south bar, so that the necessary conditions can be re-established to eliminate the contaminated water and prevent the mud from decaying on the riverbanks. On a final basis, the Municipality requested confirmation of the injunctions and recognition of Samarco's obligations under the TAC.	BRL 15,000,000.00
103	0008670-11.2018.8.08.0030	Municipality of Linhares.	Samarco.	24/08/2018	Public Civil Action.	Public Finance, Public Records and Environment Court of Linhares/ES.	This is a Public Civil Action filed by the Municipality of Linhares against Samarco, seeking an injunction requiring the defendant to pay for temporary housing for those who need it due to the flooding of the Juparanã lagoon.	BRL 500,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
104	5001404-42.2020.8.13.010 5 (JFMG case file no. 1030818-61.2021.4.01.3800)	Municipality of Governador Valadares.	Samarco, BHP, Vale and Fundação Renova.	04/02/2020	Ordinary action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an ordinary action filed by the municipality to compel the Companies to clean up the public roads affected by the flooding of the Doce River, claiming that the silting up of the river was caused by the collapse of the Fundão Dam, which occurred on 5 November 2015. In summary, the Municipality claims that the city of Governador Valadares was impacted by the flooding of the Doce River due to the heavy rains in January 2020. Very briefly, the Municipality claims that the rainfall was lower than in previous years and the flooding occurred due to the accident at the Fundão Dam and tailings deposited along the Doce River. On the basis of this allegation, it objectively requests the early production of evidence consisting of technical expertise on the mud found in public places to assess its causal link with the collapse.	BRL 10,000.00
105	1003916-37.2022.4.01.3800	Municipality of Governador Valadares.	Samarco, BHP, Vale and Fundação Renova.	03/02/2020	Action for Early Production of Evidence.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.		BRL 10,000.00
106	5002387-87.2024.8.13.0400	MPMG.	Samarco, BHP, Vale and Fundação Renova.	17/06/2024	Public Civil Action.	1st Civil, Criminal and Child and Youth Court of the District of Mariana.	This is a public civil action with a request for provisional injunctive relief filed by the MPMG against the companies and the Fundação Renova. The lawsuit arose from a civil investigation set up after provocation by those affected by the Fundão Dam collapse, which revealed the existence of a pile in a controlled landfill for the deposit of Class II waste, called the Area for the Deposition of Excess Material (ADME) owned by the defendants, in Águas Claras. According to the investigation, the ADME has been used as a dumping ground for waste from the Collapse and poses an imminent risk to people living in the area. The MPMG requests that the public civil action be received and filed, as well as that the Defendants be ordered to pay the obligations.	BRL 1,000,000,000.00

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107	6029634-39.2024.4.06.3800	MPF.	Samarco, BHP, Vale and Fundação Renova.	21/06/2024	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a Public Civil Action filed by the MPF against Samarco, BHP, Vale and the Fundação Renova, requesting in summary that the command of clause 28 of the TTAC be complied with and that they promote, on an emergency basis, the updating, revision and correction of the registry of all women registered or with pending registration requests, on the basis of individualized applications already submitted and/or to be submitted by the women affected, so that it is possible to include or rectify any and all information that is necessary to substantiate their eligibility and allow them direct access to Emergency Financial Aid (AFE), the Mediated Indemnification Program (PIM) and NOVEL and the joint and several condemnations of the defendants to pay moral and material damages for the environmental accident.	BRL 10,000,000,000.00
108	5001402-53.2019.8.13.0543	MPMG.	Fundação Renova and the Minas Gerais Sanitation Company (COPASA/MG).	05/12/2019	Public Civil Action.	Resplendor District Court.	This is a Public Civil Action filed by the Public Prosecutor's Office of Minas Gerais against the Fundação Renova and COPASA, due to alleged problems in the collection, supply and quality of water distributed in the municipality of Resplendor/MG, following the collapse of the Fundão Dam.	BRL 1,000,000.00
109	6029903-78.2024.4.06.3800	State of Minas Gerais, Municipality of Mariana and Fundação Renova.	N/A	24/06/2024	Other voluntary jurisdiction procedures.	Ratification of a judicial agreement	Judicial Settlement Agreement between the Municipality of Mariana, the State of Minas Gerais and Fundação Renova.	BRL 20,044,942.50
110	1035519-02.2020.4.01.3800	MPF.	Vale.	31/08/2020	Public Civil Action.	5th Federal Civil Court of Belo Horizonte.	This is a public civil action seeking to order Vale to implement a restructuring of its internal safety and disaster prevention policies, through judicial intervention.	BRL 20,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
111	1013576-94.2018.4.01.3800	Samarco.	CIF, Federal Government and IBAMA	17/10/2018.	Incident of divergent interpretation	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an incident of divergent interpretation of the TTAC with regard to the obligation set by the CIF to supply drinking water by the Fundação Renova to the community of Degredo, as well as requesting the nullity of the fines demanded by the CIF for its alleged non-compliance (CIF Resolution No. 188 - fine in the historical amount of BRL 280,000.00).	N/A
112	1048117-85.2020.4.01.3800	Samarco.	CIF, IBAMA, ICMBio, ANM, FUNAI and ANA.	13/11/2020.	Incident of divergent interpretation	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an incident of divergent interpretation in the execution of clauses of the TTAC which aims to resolve the divergence established between the Parties, in order to (i) recognize the criteria and scope of the PAFE, under the terms of the TTAC; (ii) reject the hasty extension of the PAFE deadline; and (iii) declare the nullity of CIF's Resolutions 417, 420 and item 4 of Resolution 452, also dismissing the fines imposed.	N/A
113	6036530-98.2024.4.06.3800	Samarco, BHP and Vale.	Federal Government and CIF.	29/07/2024	Incident of Divergent Interpretation	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an Incident of Divergent Interpretation in the Execution of the TTAC in which the companies request (i) the suspension of CIF Resolutions no. 691/2023 and 769/2024, in order to immediately suspend the payment determined by the CIF through CIF Resolution no. 801/2024, as well as the fines established in CIF Resolutions Nos. 770/2024, 771/2024; (ii) to recognize that the fines required by CIF Resolutions Nos. 770 and 771 should be applied in the period limited to the display of the Terms of Reference for Santa Efigênia and Sapê do Norte by the FCP (April 2024).	N/A

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Section II - Actions Involving Fundação Renova

NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
1	1029220-38.2022.4.01.3800	Fundação Renova.	CIF, IBAMA, ICMBio, ANM, FUNAI, and ANA.	21/06/2022	Incident of divergent interpretation	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an incident of divergent interpretation in the execution of the TTAC, with a request for provisional injunctive relief filed by the Fundação Renova requesting the granting of provisional injunctive relief, consisting of the immediate suspension of the effects of CIF Resolution no. 569/2022 until the final judgment of this incident, as well as any Resolutions approving Health Action Plans submitted by impacted municipalities that have followed the flow established in said Resolution.	N/A
2	1000398-10.2020.4.01.3800	Federal Government, IBAMA, ICMBio, ANA, DNPM, State of Minas Gerais, IEF, IGAM, FEAM and State of Espírito Santo.	Samarco, Vale and BHP.	07/01/2020	Enforcement Proceeding- Priority Axis n. 4 - Infrastructure and Development.	4th Federal Civil and Agrarian Court of SJMG/MG.	This is an enforcement proceeding initiated under the terms of the decision handed down on 07/01/2020, within the scope of the 20bn CPA, to deal with Priority Axis n. 4 - Infrastructure and Development – 20bm/155bn CPA. Referring to the agreement signed between the Government and Fundação Renova.	n/a
3	1021630-44.2021.4.01.3800	CIF, IBAMA, ICMBio, ANM, FUNAI and ANA.	Fundação Renova.	05/05/2021	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a case of compliance with a judgment relating to the Fundação Renova's alleged failure to comply with Clause 176 of the TTAC, with the aim of compelling the defendant to present a schedule of works and comply with the construction of the Lagoa Grande CETAS (Nova Lima/MG).	N/A
4	1021712-75.2021.4.01.3800	IBAMA, DPU, Federal Government, State of Minas Gerais and State of Espírito Santo.	Fundação Renova.	05/05/2021	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an enforcement with a judgment in which the plaintiff requests: (i) that Fundação Renova be ordered to fund CIF activities, under the terms expressed in Resolution 482, according to which it "approves, with reservations, the Budget of the CIF System's Activity Plan for the 2021 financial year"; (iii) that astreintes be set for any violations carried out during the course of the incident, given its executive nature; (iv) that the Fundação Renova and the Sponsoring Companies be summoned to present the following information and (v) that the MPF, MPMG, MPES, DPU and DPMG be summoned to join the case, if they so wish.	N/A

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
5	1026741-43.2020.4.01.3800	Federal Government, IBAMA, CIF, State of Minas Gerais and State of Espírito Santo	Fundação Renova.	09/07/2020	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	Compliance with the agreement signed under the "Integrated Agenda" Program to carry out actions on the specified road sections, in compliance with CIF Resolution 377/2020.	BRL 580,331,594.00
6	1044614-56.2020.4.01.3800	IBAMA, CIF and the State of Espírito Santo.	Samarco, Vale, BHP and Fundação Renova.	26/10/2020	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an enforcement of an award established under the terms of CIF Resolution 447, which ordered the Fundação Renova not to suspend or interrupt the Aquatic Biodiversity Monitoring Program (PMBA).	N/A
7	1021699-76.2021.4.01.3800	CIF, IBAMA, ICMBio, ANM, FUNAI, ANA, State of Minas Gerais and State of Espírito Santo.	Fundação Renova.	05/02/2021	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	According to the initial complaint, in violation of clause 245 of the TTAC, the Fundação Renova is not fulfilling its duty to submit reports and provide information to the CIF on the execution of the TTAC, on the grounds that various issues are being litigated in the thematic axes. Furthermore, according to the Public Entities, any and all information presented by the Foundation to the CIF would be subject to a prior screening of adequacy by the managers of the Board of Trustees, and by the maintaining companies, which would compromise the purpose and effectiveness of the reparation model. In other words, the Public Entities claim that the Foundation is becoming a mere technical assistant, "losing its operational purpose as an executive agent of reparation".	N/A
8	1009370-95.2022.4.01.3800	Fundação Renova.	Federal Government and IBAMA.	25/02/2022	Incident of Divergent Interpretation	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	Incident of disagreement to discuss CIF Resolution 533, which approved the scope, goals and indicators of the Social Protection Program (PG-05) presented by the Fundação Renova but replaced the concept of "vulnerable families". As a result, there was a change in the definition of the program's target audience.	N/A
9	1023686-16.2022.4.01.3800	Fundação Renova.	CIF and IBAMA.	18/05/2022	Incident of divergent interpretation	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	Incident of Disagreement to discuss CIF Resolution 248, which deals with the possibility of counting funds earmarked for the Judicial Fund as compensation.	BRL 2,020,496,894.90

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
10	6014991-76.2024.4.06.3800	Fundação Renova.	CIF.	27/03/2024	Incident of divergent interpretation	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	Incident of Divergent Interpretation of Compliance with the TTAC, with a request for preliminary injunction, proposed by Renova, requesting, in summary, that: (i) provisional preliminary injunction be granted, consisting of the immediate suspension of the effects of CIF Resolutions no. 651/2023 and 761/2024 until the final judgment of this incident; (ii) cumulatively, that the CIF be prevented from imposing any sanctions or fines on the Fundação Renova and its maintainers due to non-compliance with the aforementioned Resolutions; and (iii) that CIF Resolutions 651/2023 and 761/2024, as well as any related resolutions, be declared null and void.	N/A
11	1009931-56.2021.4.01.3800	Fundação Renova.	Federal Government, IBAMA, State of Minas Gerais and IEF.	03/05/2021	Civil Petition	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	Ratification of the Cooperation Agreement, signed on 15/01/2021, between the IEF and the Fundação Renova in compliance with CIF Resolution 472/2020 and Clause 182 of the Transaction and Conduct Adjustment Agreement.	BRL 93,141,600.00
12	1007657-27.2018.4.01.3800	MPMG.	Fundação Renova.	29/06/2018	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte Judicial Section.	This is a public civil action with a request for injunctive relief, requesting: (i) the suspension of some clauses of the Transaction, Settlement and Release of Liability Agreement used in Governador Valadares (header, clauses 1, 2 and 3); and (ii) the continuation of the Compensation Program by the Fundação Renova, paying the minimum amount of BRL 1,000.00 per adult and BRL 1,100.00 per vulnerable person, the amount that was being paid in the city of Governador Valadares. In addition, the main claim requested: (i) confirmation of the injunction, reaching all business done in "PHASE 1" of Renova's "Mediated Indemnification Program" (PIM) in Governador Valadares; (ii) ordering the defendant to inform all those affected; and (iii) a fine in the event of non-compliance.	BRL 300,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
13	1055470-45.2021.4.01.3800	MPMG.	COPASA and Fundação Renova.	14/05/2020	Public Civil Action.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	Public Civil Action, with injunction request, filed by the MPMG that discusses the quality and necessary adjustments to the Supply System in the Municipality of Itueta/MG.	BRL 500,000.00
14	1011500-63.2019.4.01.3800	MPES.	Fundação Renova.	25/11/2016	Public Civil Action.	12TH VF/MG.	This is a public civil action with a request for injunctive relief, requesting: (i) the suspension of some clauses of the Transaction, Settlement and Release of Liability Agreement used in Colatina (header, clauses 1, 2 and 3); and (ii) the continuation of the Indemnification Program by Renova, paying the minimum amount of BRL 1,000.00 per adult and BRL 1,100.00 per vulnerable person, the amount that was being paid in the city of Governador Valadares. In addition, the main claim requested: (i) confirmation of the injunction, covering all the deals made in "PHASE 1" of Renova's "Mediated Indemnification Program" (PIM); (ii) ordering the defendant to inform all those affected; and (iii) a fine in the event of non- compliance.	BRL 300,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
15	1006500-53.2017.4.01.3800	DPU and DPES.	Fundação Renova	30/08/2017	Public Civil Action.	12TH VFBH/MG.	This is a public civil action with a request for injunctive relief, seeking the immediate suspension of the effects of the broad, general and unrestricted release clause provided for in the Fundação Renova Mediated Indemnification Program (PIM) for general damage in the state of Minas Gerais. In relation to the main claim, the plaintiffs requested: (i) confirmation of the injunction; (ii) that the Fundação Renova be compelled to adopt a specific release clause in the agreements entered into with those affected under the PIM, expressly limited to the present damages itemized in the agreement, eliminating any reference to future and uncertain damages and excluding the requirement to withdraw requests made in lawsuits that are not related to the object of what has been or will be agreed; (iii) the declaration of nullity of all agreements entered into between Renova and Samarco with those affected, in which there is a broad, general and unrestricted release clause provided for in the Fundação Renova's PIM relating to general damages in the state of Minas Gerais; and (iv) an order that the defendants pay no less than BRL 3.500,000.00, as collective moral damage or social damage, and as individual damage actually arising from the conduct combated in these proceedings, which should be determined through a specific settlement, to be brought by the injured individual, safeguarded in a judgment of a minimum amount of BRL 3,500.00 for each settling party.	BRL 500,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
16	5001148-24.2019.8.13.0400	Fundação Renova.	Municipality of Mariana/MG and MPMG.	29/05/2019	Enforcement Proceeding.	2nd Civil Court of the District of Mariana/MG.	This is an enforcement proceeding initiated to monitor/check compliance with the collective agreement ratified on 25 April 2019 in the context of public civil action No. 0039564-83.2018.8.13.0400 (guaranteeing the supplementation of health and social assistance services in the Municipality of Mariana–Health Action Plan).	BRL 2,846,250.00
17	1071359-39.2021.4.01.3800	Fundação Renova.	Municipality of Santa Cruz do Escalvado/MG.	15/10/2021	Voluntary Jurisdiction (incident of homologation of agreement).	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is a voluntary jurisdiction procedure in which the Municipality of Barra Longa/MG and the Fundação Renova request the ratification of an agreement signed between them in relation to the "Emergency Preparedness Program". Environmental" provided for in Clause 173 of the TTAC - PG-34) and Deliberation n. 460/2021 issued by the CIF. In summary, the agreement establishes the financial transfer of one million, five hundred thousand reais (BRL 1,500,000.00) to the Municipality of Santa Cruz do Escalvado, by means of a judicial deposit, to be used for: (i) adapting the infrastructure used by the Municipal Civil Defense (COMPDEC), and (ii) increasing the resources made available by the delivery of the "kits", carried out in 2017, through the acquisition of new equipment.	BRL 1,500,000.00
18	1028637-53.2022.4.01.3800	Fundação Renova.	Municipality of Ouro Preto/MG.	17/06/2022	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	Enforcement proceeding, within the Integrated Agenda Program, imposed by the 20bn CPA court. The recognition of Ouro Preto as affected and the existence of the process itself are contested by the Fundação Renova in its own lawsuits and appeals.	BRL 7,000,000.00
19	1032966-11.2022.4.01.3800	Fundação Renova.	Municipality of Ponte Nova/MG.	13/07/2022	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	Enforcement proceeding, within the Integrated Agenda Program, imposed by the 20bn CPA court. The recognition of Ponte Nova as affected and the existence of the process itself are contested by the Fundação Renova in its own lawsuits and appeals.	BRL 7,000,000.00
20	1012543-55.2023.4.06.3800	Fundação Renova.	Municipality of Aracruz/ES.	23/02/2023	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	Enforcement proceeding, within the Integrated Agenda Program, imposed by the decision handed down in the case of Incident of Divergent Interpretation n. 1040611-58.2020.4.01.3800, within the scope of which the recognition of the Municipality is contested.	BRL 7,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
21	1012547-92.2023.4.06.3800	Fundação Renova.	Municipality of São Mateus/ES.	23/02/2023	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	Judgement Enforcement proceeding, within the Integrated Agenda Program, imposed by the decision handed down in the case of Incident of Divergent Interpretation n. 1040611- 58.2020.4.01.3800, within the scope of which the recognition of the Municipality is contested.	BRL 7,000,000.00
22	1012548-77.2023.4.06.3800	Fundação Renova	Municipality of Conceição da Barra/ES.	23/02/2023	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	Enforcement proceeding, within the Integrated Agenda Program, imposed by the decision handed down in the case of Incident of Divergent Interpretation n. 1040611-58.2020.4.01.3800, within the scope of which the recognition of the Municipality is contested.	BRL 5,000,000.00
23	1012549-62.2023.4.06.3800	Fundação Renova	Municipality of Fundão/ES.	23/02/2023	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	Judgement Enforcement proceeding, within the Integrated Agenda Program, imposed by the decision handed down in the case of Incident of Divergent Interpretation n. 1040611- 58.2020.4.01.3800, within the scope of which the recognition of the Municipality is contested.	BRL 4,000,000.00
24	1012551-32.2023.4.06.3800	Fundação Renova.	Municipality of Serra/ES	23/02/2023	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	Enforcement proceeding, within the Integrated Agenda Program, imposed by the decision handed down in the case of Incident of Divergent Interpretation n. 1040611-58.2020.4.01.3800, within the scope of which the recognition of the Municipality is contested.	BRL 7,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
25	6048075-68.2024.4.06.3800	Fundação Renova.	Federal Government and CIF.	24/09/2024	Incident of divergent Interpretation	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an Incident of Divergent Interpretation in the Execution of the TTAC with a Request for Preliminary injunction filed by the Fundação Renova with the aim of questioning the validity of CIF Resolution No. 325/2019. Renova is asking for the Resolution to be suspended until the CIF makes a statement about any review of its content, as determined at the hearing held in case file no. 6025921- 56.2024.4.06.3800. In addition, Renova requested: (i) the distribution of the incident by dependency to case n. 1024354-89.2019.4.01.3800 and its processing in separate files; (ii) the designation of a conciliation hearing, considering the interest in composition; (iii) the summoning of the Federal Attorney General's Office (AGU), as representative of the CIF, to present a defense, within 15 (fifteen) days; and (iii) the production of all means of evidence admitted in law, especially documentary, expert and testimonial evidence.	N/A
26	5001476-80.2021.8.13.0400	MPMG.	Fundação Renova.	01/08/2021	Public Civil Action.	1st Civil, Criminal and Child and Youth Court of the District of Mariana.	This is a Public Civil Action filed by the Public Prosecutor's Office of Minas Gerais on the grounds that Civil Inquiry No. MPMG0400.21.000013-1 revealed that, during the asphalt-priming process of an eighty (80) meter stretch that gives access to the resettlement works of the Bento Rodrigues community, the Fundação Renova caused pollution to the environment by spreading diluted petroleum asphalt (CM 30). In the end, it requested that the burden of proof be reversed and that the initial claims be upheld.	BRL 1,000,000.00
27	5008015-69.2024.8.13.0105	Municipality of Governador Valadares.	Fundação Renova.	22/03/2024	Tax enforcement.	3rd Civil Court of Governador Valadares.	This enforcement action aims to collect the debt relating to CDA n. 0010981/2024, referring to the 'ISS Estima-Imposto sobre serviço de qualquer natureza', in the updated amount (March/2024) of BRL 46,811.45, and CDA n. 0010982/2024, referring to the 'Auto de Infração', in the updated amount (March/2024) of BRL 48,860.58.	BRL 95,672.03

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28	5001677-72.2021.8.13.0400	Fundação Renova and the Municipality of Mariana.	N/A	24/08/2021	Ratification of a court settlement.	2nd Civil, Criminal and Penal Execution Court of the District of Mariana.	This is a Judicial Ratification of a Settlement Agreement between the parties, the purpose of which is to pass on the sum of BRL 8,486,752.52 to carry out works on three listed churches.	BRL 8,486,752.52
29	5000917-94.2019.8.13.0400	Municipality of Mariana.	Fundação Renova.	03/05/2019	Public Civil Action.	1st Civil, Criminal and Child and Youth Court of the District of Mariana.	This is a Public Civil Action filed on the grounds that, with the decline in tax revenue resulting from the Fundão Dam collapse, the Plaintiff Municipality would no longer be able to afford the costs of the Full-Time Education Program. Finally, it requests that the Fundação Renova be ordered: (i) to reimburse the Municipality of Mariana the amount of BRL 202,295.40 related to the expenses incurred with the Full-Time Education Program in the second half of 2018; (ii) to fully fund the Full-Time Education Program in the second half of 2018; (iii) to reimburse the Municipality of Mariana the amount of BRL 202,295.40 related to the expenses incurred with the Full-Time Education Program in the second half of 2018. Full-Time Education Program in the amount of BRL 15,078,524.20 and in the manner indicated by the Municipal Department of Education in the respective Work Plan, at least until the end of the year 2021; (iii) to reimburse all the public amounts spent on the implementation of the Full-Time Education Program during the course of this lawsuit, which will be determined by means of settlement of the sentence; (iv) to pay BRL 5,345,595.40 as moral damages suffered by the Municipality of Mariana due to the lack of timely implementation of the Full-Time Education Program.	BRL 20,626,415.00
30	1026843-65.2020.4.01.3800	Federal Government, State of Minas Gerais, State of Espírito Santo and CIF.	Samarco, Vale, BHP and Fundação Renova	09/07/2020	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	judgment enforcement to ratify agreements for the transfer of compensatory funds, which should be allocated to education under the terms of CIF Resolution 390.	BRL 0.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
31	1069233-16.2021.4.01.3800	Fundação Renova	CIF, IBAMA, ICMBio, ANM, FUNAI, and ANA, Samarco, Vale and BHP	05/10/2021	Incident of divergent interpretation	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Incident of divergent interpretation in the execution of TTAC clauses that aims to resolve the divergence established between the Parties, in order to recognize the nullity of CIF Resolutions 434, 435, 436, 452 and 492 (Municipal Health Action Plan), as well as any acts derived from them. In the alternative, it requests that the fine imposed by the CIF be recognized as excessive.	N/A
32	6036774-27.2024.4.06.3800	Fundação Renova	Federal Government and CIF	30/07/2024	Incident of divergent interpretation	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Incident seeking the nullity of CIF Resolutions no. 691, 769, 770, 771, 801, which, in summary, deal with (i) the recognition and inclusion of the Quilombo Communities of Conceição da Barra and São Mateus ("Sapê do Norte Territory"), and the beginning of assistance to the community of Santa Efigênia, in PG-04, with the receipt of Emergency Financial Aid ("AFE"); and (ii) the registration process and eligibility criteria for families belonging to indigenous, Quilombo and Afro- Brazilian communities. traditional to the TTAC programs, especially for receiving AFEs.	N/A
33	1022410-81.2021.4.01.3800	CIF, IBAMA, ICMBio, ANM, State of Minas Gerais, State of Espírito Santo, FUNAI, ANA and Federal Government	Fundação Renova	07/05/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding based on CIF Resolutions 441/2020 (Alpercata/MG), 443/2020 (Resplendor/MG) and 445/2020 (Indigenous People), related to the issue of water supply, supply, monitoring and treatment, provided for under Priority Axisn. 9.	N/A

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Section III - Administrative Procedures

NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
1	1.22.000.000307/2017-44	MPF.	Fundação Renova and Samarco.	30/01/2017	Administrative Procedure.	4th Chamber - Environment and Cultural Heritage.	This is an Administrative Procedure implemented to monitor the Preliminary Adjustment Agreement (TAP) signed within the scope of CPAs n. 0069758-61.2015.4.01.3400 and n. 0023863-07.2016.4.01.3800. It is an Administrative Procedure in which the reports of the MPF's *experts* are presented.	N/A
2	1.22.000.002708/2018-10	MPF.	Fundação Renova and Samarco.	13/07/2018	Administrative Procedure.	4th Chamber - Environment and Cultural Heritage.	Administrative Procedure to monitor the implementation of the Conduct Adjustment Agreement on Governance (TAC-Governance) executed within the scope of 20bn and 155bn CPAs	N/A
3	0024.17.01788-0	MPMG.	Samarco.	15/01/2019	End Activity Support Procedure.	Coordination of Prosecutors for the Defense of Cultural and Tourist Heritage.	The procedure aims to monitor the programs developed by the Renova/Samarco Foundation, according to the report prepared by the company Ramboll. Official Letter No. 038/2019 forwarded digital media containing the Final Report - Phase I - Evaluation of the Socioeconomic and Environmental Programs. Socio-environmental Report for the period June 2017, prepared by the company Ramboll.	N/A
4	0521.17.000015-7	MPMG.	Samarco.	11/01/2017	Civil Inquiry.	4th Prosecutor's Office of Belo Horizonte.	Analysis of the situation and adoption of the necessary measures for the protection, preservation and conservation of the São José Tourist Trail and the landmark Conjunto Paisagístico do Encontro dos Rios do Carmo e Gualaxo do Norte.	N/A
5	0521.17.000014-0	MPMG.	Samarco	11/01/2017	Civil Inquiry.	4th Prosecutor's Office of Belo Horizonte.	Analysis of the situation and adoption of measures to protect, preserve and conserve the landmark Conjunto Paisagístico do Encontro dos Rios do Carmo e Gualaxo do Norte.	N/A
6	1.22.003765/2015-73	MPF.	Samarco	04/12/2015	Civil Inquiry.	Federal Public Prosecutor's Office in Belo Horizonte-MG.	This is a civil inquiry into the impacts of the Fundão Dam in the municipality of Mariana/MG on traditional communities.	N/A

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
7	1.22.000.002208/2018-88	MPF.	Samarco	01/06/2020	Civil Inquiry.	Public Prosecutor's Office of the State of Minas Gerais.	To investigate the impacts of the Fundão Dam collapse on the municipality of Catas Altas and the region, especially regarding unemployment and the possible violation of citizens' rights.	N/A
8	0273.21.000055-3	MPMG.	Samarco.	11/11/2015	Administrative Procedure.	Galiléia Single Prosecutor's Office.	To monitor compliance with the obligations undertook by Samarco Mineração S/A in the Conduct Adjustment Agreement (TAC Galileia) signed on 08/12/2015 aiming at optimizing and improving the water supply system in the Municipality of Galileia, as a compensatory measure related to the damage resulting from the Collapse. Additional obligations that the Fundação Renova would have undertaken towards SAAE Galileia under PG-32 (Clause 171 of the TTAC) remain to be fulfilled, which have no relation to the object of the Galileia TAC, which has already been fully complied with.	N/A
9	2017/017-01359	DPES.	Samarco.	19/05/2017	Procedure of Legal assistance.	Federal Public Defender's Office of the District of Vitória - ES.	This is a Legal Aid Procedure set up to request information about the supply of water suitable for human consumption to the population of the District of Povoação, by means of Official Letter no. 77/2017 and, to inform about the supply of water suitable for human consumption to the population of the District of Povoação, by means of Official Letter no. 116/2017.	N/A
10	1.22.000.000898/2024-89	MPF.	Samarco.	11/04/2024	Administrative Procedure.	Attorney General's Office in Brasília/DF.	The procedure was implemented to monitor the development of the Indigenous Basic Environmental Plan (PBAI) by the Fundação Renova, under the technical supervision of FUNAI, as a compensatory measure for the Tupiniquim Guarani indigenous territory, located in the state of Espírito Santo.	N/A
11	1.22.010.000246/2015-34	MPF.	Samarco.	13/11/2015	Civil Inquiry.	Federal Public Prosecutor's Office of the District of Ipatinga- MG.	Initiated to investigate environmental damage in the Ipatinga/MG PRM area resulting from the collapse of the Fundão and Santarém tailings dams belonging to the Samarco mining company, which occurred in Mariana/MG on 5 November 2015.	N/A

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
12	000109/21	MPF, MPMG, DPMG and DPES, DPU.	Samarco, Vale, BHP and Fundação Renova.	07/06/2021	Administrative Procedure.	National Advertising Self- Regulation Council (CONAR).	This is a representation offered by the National Advertising Self-Regulation Council (CONAR), considering complaints from the MPMG, MPF, DPU, DPMG and DPES, objectifying the advertisements published on the Fundação Renova questioned *links,* under the responsibility of the Defendant companies.	N/A
13	0400.22.000344-8	MPMG.	Fundação Renova, Municipality of Mariana and Samarco.	10/10/2022	Civil Inquiry	1st Prosecutor's Office of the District of Mariana.	This is a procedure implemented by the MPMG with the aim of analyzing the construction work on the tailings dam in the community of Águas Claras, called the "ADME tailings dam", due to concerns about safety and the risk of contamination, considering that the work is being carried out close to homes and water sources used by those affected by the Fundão dam.	N/A
14	02001.014475/2022 -12	Information not available.	Information not available.	13/06/2022	Administrative procedure.	IBAMA.	This is an administrative proceeding to investigate non-compliance with Program 23 - Tailings Management and CIF Deliberation 86, specifically for non-compliance with the management flowchart of the Tailings Management Plan, due to dredging and desilting of the Gualaxo do Norte River.	-
15	1370.01.0003969/2 018-10	Information not available.	Information not available.	Information not available.	Administrative procedure.	Information not available.	This is an administrative proceeding to investigate the tailings removal activity carried out by the Fundação Renova in the main channel of the Gualaxo do Norte river in Mariana/MG.	-

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CHAPTER II

OTHER LAWSUITS AND ADMINISTRATIVE PROCEEDINGS

Premise: Each of the signatory parties undertakes to file a petition in the proceedings below requesting their termination to the extent that the legal claims overlap with those agreed within the scope of this AGREEMENT, seeking to give this AGREEMENT the broadest possible scope and effectiveness. Also, for the purposes of interpretation, the list of the main lawsuit includes the appeals and procedural incidents arising from it. Although the individual lawsuits are not listed below, the signatory parties undertake to defend the objectives and parameters established in this AGREEMENT in all the manifestations they present in the records of said individual lawsuits.

Section I - Axis 7 Actions and Incidents

NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
1	1039005-58.2021.4.01.3800	Commission of Affected People of Rio Casca/MG	Samarco, BHP, Vale and Fundação Renova.	18/06/2021	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ.	This is an enforcement proceeding filed by dependency on 20 Bn CPA, covering various demands from the Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE), through adherence to the new compensation system.	BRL 360,000,000.00
2	1008619-45.2021.4.01.3800	Commission of Affected People of Resplendor/MG and Commission of Affected People of the Riverine Community of Vila Crenaque - Resplendor/MG	Samarco, Vale, BHP and Fundação Renova.	26/02/2021	Enforcement Proceeding.	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	BRL 360,000,000.00
3	1012796-52.2021.4.01.3800	Santa Cruz do Escalvado Commission of Affected People and Chopotó District (Ponte Nova/MG)	Samarco, Vale, BHP and Fundação Renova	19/03/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a judgment enforcement filed under Axis 7, covering various demands from the Commission of Affected People on the following topics related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
4	1012785-23.2021.4.01.3800	Commission of Affected People of São José do Goiabal/MG	Samarco, Vale, BHP and Fundação Renova	19/03/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
5	1014223-84.2021.4.01.3800	Commission of Affected People of Galileia/MG	Samarco, Vale, BHP and Fundação Renova	25/03/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	BRL 200,000,000.00
6	1035923-19.2021.4.01.3800	Commission of People Affected by Mariana/MG	Samarco, Vale, BHP and Fundação Renova	09/06/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
7	1064825-79.2021.4.01.3800	Commission of Affected People of Alvinópolis	Samarco, Vale, BHP and Fundação Renova	16/09/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
8	1037795-69.2021.4.01.3800	Mathias Lobato Commission of Affected People	Samarco, Vale, BHP and Fundação Renova	15/06/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Judgement enforcement seeking compensation for those affected by the dam collapse.	BRL 360,000,000.00
9	1016742-66.2020.4.01.3800	Commission of Affected People of Baixo Guandu/ES	Samarco, Vale, BHP and Fundação Renova	04/05/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected People on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
10	1017298-68.2020.4.01.3800	Commission of Affected People of Naque/MG	Samarco, Vale, BHP and Fundação Renova	07/05/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
11	1038973-53.2021.4.01.3800	Commission of Affected People of Sooretama/ES	Samarco, Vale, BHP and Fundação Renova	18/06/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
12	1054094-58.2020.4.01.3800	National Confederation of Fishermen and Aquaculturists	Samarco, Vale, BHP and Fundação Renova	15/12/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	BRL 100,000,000,000.00
13	1055225-68.2020.4.01.3800	Commission of Affected People of Periquito/MG and Commission of Affected People of Liberdade Settlement	Samarco, Vale, BHP and Fundação Renova	18/12/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a judgment enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
14	1055259-43.2020.4.01.3800	Commission of Affected People of Ponte Nova and Rosário doPontal/MG	Samarco, Vale, BHP and Fundação Renova	18/12/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a judgment enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
15	1055270-72.2020.4.01.3800	Commission of Affected People of Bugre/MG	Samarco, Vale, BHP and Fundação Renova	18/12/2020	Judgement Enforcement	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected People on the following topics related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	BRL 360,000,000.00
16	1055278-49.2020.4.01.3800	Commission of Affected People of Tumiritinga/MG	Samarco, Vale, BHP and Fundação Renova	18/12/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
17	1055212-69.2020.4.01.3800	Commission of Affected People of Rio Doce/MG	Samarco, Vale, BHP and Fundação Renova	18/12/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
18	1012738-49.2021.4.01.3800	Pingo D'Água Commission of Affected People	Samarco, Vale, BHP and Fundação Renova	19/03/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
19	1019535-41.2021.4.01.3800	Commission of Affected People of the District of São Rafael/ES	Samarco, Vale, BHP and Fundação Renova	25/04/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	BRL 150,000,000.00
20	1041443-57.2021.4.01.3800	Commission of Affected People of Dionísio/MG	Samarco, BHP, Vale and Fundação Renova	24/06/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed in dependence on 20 Bn CPA, covering various demands from the Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE), through adherence to the new compensation system.	N/A
21	1041454-86.2021.4.01.3800	Commission of Affected People of Córrego Novo/MG	Samarco, Vale, BHP and Fundação Renova	24/06/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
22	1018890-50.2020.4.01.3800	Commission of Affected People of São Mateus/ES	Samarco, Vale, BHP and Fundação Renova	21/05/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
23	1024965-08.2020.4.01.3800	Commission of Affected People of Aracruz/ES	Samarco, Vale, BHP and Fundação Renova	30/06/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
24	1024973-82.2020.4.01.3800	Commission of Affected People of Linhares/ES	Samarco, Vale, BHP and Fundação Renova	30/06/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
25	1025056-98.2020.4.01.3800	Commission of Affected People of Pedra Corrida/MG	Samarco, Vale, BHP and Fundação Renova	30/06/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
26	1025077-74.2020.4.01.3800	Commission of Affected People of Baguari/MG	Samarco, Vale, BHP and Fundação Renova	30/06/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected People on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
27	1027958-24.2020.4.01.3800	Commission of Affected People of Conceição da Barra/ES	Samarco, Vale, BHP and Fundação Renova	16/07/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
28	1027964-31.2020.4.01.3800	Commission of Affected People of Revés de Belém/MG	Samarco, Vale, BHP and Fundação Renova	16/07/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Judgment enforcement filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
29	1027971-23.2020.4.01.3800	Commission of Affected People of Ipaba do Paraíso/MG	Samarco, Vale, BHP and Fundação Renova	16/07/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
30	1036748-94.2020.4.01.3800	Commission of Affected People of Cachoeira Escura/MG	Samarco, Vale, BHP and Fundação Renova	09/09/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
31	1037377-68.2020.4.01.3800	Commission of Affected People of Itueta/MG	Samarco, Vale, BHP and Fundação Renova	14/09/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	BRL 360,000,000.00
32	1037382-90.2020.4.01.3800	Commission of Affected People of Aimorés/MG	Samarco, Vale, BHP and Fundação Renova	14/09/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on the following topics related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	BRL 1,045.00
33	1050686-59.2020.4.01.3800	Commission of Affected People of Colatina/MG and Itapina-Colatina/MG	Samarco, Vale, BHP and Fundação Renova	26/11/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	BRL 3,969,000,000.00
34	1039082-67.2021.4.01.3800	Commission of Affected People of São Geraldo da Piedade/MG	Samarco, Vale, BHP and Fundação Renova	18/06/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement filed by dependency on 20 Bn CPA, covering various demands from the Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE), through adherence to the new compensation system.	BRL 360,000,000.00
35	1055245-59.2020.4.01.3800	Commission of Affected People of Senhora da Penha/MG	Samarco, Vale, BHP and Fundação Renova	18/12/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	BRL 360,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
36	1006338-19.2021.4.01.3800	Commission of Affected People of Caratinga/MG	Samarco, Vale, BHP and Fundação Renova	12/02/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	BRL 3,969,000,000.00
37	1049654-82.2021.4.01.3800	Commission of Affected People of São Domingos do Prata	Samarco, Vale, BHP and Fundação Renova	22/07/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
38	1006326-05.2021.4.01.3800	Commission of Affected People of Ipaba	Samarco, Vale, BHP and Fundação Renova	12/02/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	BRL 3,969,000,000.00
39	1006296-67.2021.4.01.3800	Marilandia Commission of Affected People	Samarco, Vale, BHP and Fundação Renova	12/02/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	BRL 3,969,000,000.00
40	1006318-28.2021.4.01.3800	Commission of People Affected by Sem Peixe	Samarco, Vale, BHP and Fundação Renova	12/02/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	BRL 17,882,000.00
41	1038968-31.2021.4.01.3800	Commission of People Affected by the Territory of Dom Silvério/MG	Samarco, Vale, BHP and Fundação Renova	18/06/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed by dependency on 20 Bn CPA, covering various demands from the Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE), through adherence to the new compensation system.	BRL 360,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
42	1037386-93.2021.4.01.3800	Commission of Affected People of the Municipality of Acaiaca/MG	Samarco, Vale, BHP and Fundação Renova	14/06/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed by dependency on 20 Bn CPA, covering various demands from the Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE), through adherence to the new compensation system.	N/A
43	1013358-27.2022.4.01.3800	Commission of Affected People of Prado/BA	Samarco, Vale, BHP and Fundação Renova	22/03/2022	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected People on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE).	N/A
44	1013222-64.2021.4.01.3800	Degredo Quilombo Commission and ASPERQD	Samarco, Vale, BHP	22/03/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed by the Degredo Quilombo Commission seeking compensation for those affected by the dam collapse.	N/A
45	5026890-56.2022.4.02.5001	Association in Defense of Rivers and People Impacted by the Mariana Disaster in the Northern Region of ES	BHP, Vale, Samarco and Fundação Renova	09/09/2022	Ordinary action	1st Federal Court of Linhares/ES	This is an action in which the association demands: (i) a declaration that the contractual clauses (“clause 7, third and fifth paragraphs”) are null and void, since they are not in line with the provisions of article 51, items I and IV of the CDC, since they exonerate the liability for breach of contract, to the disadvantage of the plaintiffs; (ii) the Companies to be ordered to pay loss of profits; (iii) the Companies to be ordered to pay moral damages, in the minimum amount of 1000 (one thousand) minimum wages.	BRL 900.00
46	1016188-63.2022.4.01.3800	Commission of People Affected in the Far South of Bahia and the Municipality of Nova Viçosa	BHP, Vale, Samarco and Fundação Renova	5/4/2022	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte Judicial Subsection	This is an enforcement proceeding filed against the companies in order to repair the damage caused by the collapse of the Fundão Dam to the Abrolhos National Park.	N/A
47	1014809-87.2022.4.01.3800	Commission of Affected People of Caravelas/BA	BHP, Vale, Samarco and Fundação Renova	29/3/2022	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an enforcement proceeding filed against the companies in order to repair the damage caused by the collapse of the Fundão Dam to the Abrolhos National Park.	N/A

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
48	1046532-95.2020.4.01.3800	SINDIPESCA-ES (Union of Workers in Fishing Companies and Fishing Apprentices, Similar Fishermen, Artisanal Fishermen, Professional Fishermen, Professional Fishermen) Specialized, boatswain, net master, apprentice driver, fishing driver, fishing driver, regional fishing boss, coastal fishing boss, deep-sea fishing boss and the like in the state of Espírito Santo)	Samarco, Vale, BHP and Fundação Renova	5/11/2020	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte Judicial Subsection	This is an enforcement proceeding filed under Axis 7, covering various demands from SINDIPESCA-ES on issues related to registration, compensation and payment of Emergency Financial Aid (AFE) for fishermen.	BRL 63,000.00
49	1002965-05.2022.4.06.3800	Commission of Affected People of Mariléria/MG	Samarco, Vale, BHP Billiton Brasil Ltda and Fundação Renova	27/9/2022	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte Judicial Subsection	This is an enforcement proceeding filed by dependency on 20 Bn CPA, covering various demands from the Affected Parties on issues related to Registration, Compensation and payment of Emergency Financial Aid (AFE), through adherence to the new compensation system.	N/A
50	1011856-15.2022.4.06.3800	Guarapari Commission of Affected People	Samarco, Vale, BHP Billiton Brasil Ltda and Fundação Renova	13/11/2022	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte Judicial Subsection	Enforcement of a sentence covering various demands from those affected on issues related to Registration and Compensation through adherence to the New Compensation System.	N/A
51	8000746-79.2020.8.05.0172	Fishermen's Colony and Aquaculture Z-35 of Mucuri	Samarco, Vale, BHP Billiton Brasil Ltda and Fundação Renova	30/7/2020	Compensation Action	Consumer, Civil and Commercial Court of Mucuri/BA	Indemnification action seeking compensation covering various demands from those affected on issues related to Registration and Compensation through adherence to the New Compensation System.	BRL 10,000.00
52	1027178-41.2023.4.06.3800	Commission of Affected People of the Community of Barra Mansa - District of Rio Casca/MG	Samarco, Vale, BHP Billiton Brasil Ltda and Fundação Renova	12/04/2023	Judgement Enforcement	4th Federal Civil and Agrarian Court of the Belo Horizonte Judicial Subsection	This is an enforcement proceeding filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to registration and compensation.	BRL 360,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
53	1069771-85.2023.4.06.3800	Commission of People Affected by Mariana, Unified Commission of People Affected by the Municipality of Sooretama/ES, Commission of People Affected by the Municipality of Governador Valadares/MG, Municipal Commission of People Affected by Conselheiro Pena/MG, Commission of People Affected by the Municipality of Galileia/MG, Unified Commission of People Affected by the Territory of Dom Silvério/MG, Comissão deAtingidos do Município de Rio Casca/MG, Comissão Geral de Atingidos de São Geraldo daPiedade/MG, Comissão de AtingidodeRio Doce/MG, Commission of Affected People of Barra Longa e Seus Distritos, Comissão de Atingidos do Distrito do Rosário do Pontal e Ponte Nova, Commission of Affected People of Dom Silvério, Commission of Affected People of Acaiaca, Commission of Affected People of São Pedro dos Ferros, Comissão de Atingidos de Alvinópolis e Seus Distritos and Commission of Affected People of Santa Cruz do Escalvado e Distrito de Chopotó, Commission of Affected People of Tumiritinga/MG, Commission of Affected People of Baixo Guandu/ES, Commission of Affected People of Colatina/ES, Commission of Affected People of Itapina- Colatina/Es, Commission of Affected People of Marilândia/ES, Commission of Affected People of Ipaba, Commission of Affected People of Caratinga/MG, Commission of Affected People of Baguari/MG, Commission of Affected People of Bugre/MG, Commission of Affected	Samarco, Vale, BHP and Fundação Renova	30/6/2023	Compensation Action	4th Federal Civil and Agrarian Court of the Belo Horizonte Judicial Subsection	This is an indemnification action for compensation in which the Commissions of Affected Parties seek to establish a new matrix of damages in the New Compensation System, in order to take into account, the alleged damage caused to the mental and psychological health of those living around the Doce River Basin.	BRL 1,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
		People of Cachoeira Escura, Commission of Affected People of Ipaba do Paraíso/MG,Comissão de Affected People of Pedra Corrida (Periquito/MG), Commission of Affected People of Senhora da Penha (District of Fernandes Tourinho), Commission of Affected People of Periquito/MG (Liberdade Settlement), Commission of Affected People of Itueta/MG, Commission of Affected People of Linhares/ES, Commission of Affected People of São Mateus/ES, Commission of Affected People of Sem Peixe/MG						

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Section II – Other Actions

NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
1	1001943-86.2018.4.01.3800	Guanabara Bay Sea Men's Association (AHOMAR)	Samarco, Federal Government, ANVISA, Vale and Allianz Seguros S.A.	23/02/2018	Ordinary Action	4th Federal Civil and Agrarian Court of the Belo Horizonte Judicial Section	This is an ordinary lawsuit filed by the Guanabara Bay Men of the Sea Association (AHOMAR) against Samarco and others, through which the plaintiff seeks preliminarily: (i) the payment of compensation for moral damages to the artisanal fishermen associated with the Plaintiff Association in the amount of twelve thousand five hundred reais (BRL 12,500.00) in a partial, individual and anticipatory manner; and (ii) the payment of material damages and loss of profits in the amount of fourteen thousand and fifty-five reais (BRL 14,055.00) on a partial, individual and anticipatory basis arising from the fishermen's inability to earn their usual income from their activity as a result of the environmental damage. On a final basis, the plaintiff requests: the granting of the preliminary injunction ordering the payment of moral damages to the fishermen due to their inability to fish and provide for themselves and their families as a result of the environmental damage; the definitive granting of the preliminary injunction ordering the payment of material damages and loss of profits in the amount of fourteen thousand and fifty-five reais (BRL 14,055.00) as a result of the environmental damage; and the granting of the injunction ordering the payment of material damages and loss of profits in the amount of fourteen thousand and fifty-five reais (BRL 14,055.00) as a result of the inability of the fishermen to fish and provide for themselves and their families as a result of the environmental damage resulting from the inability of artisanal fishermen to fish and earn their usual income from their activity as a result of the environmental damage caused by the dam collapse; the Defendants to be ordered, jointly and severally, to pay moral damages resulting from the fishermen's distress and suffering in the amount of no less than twenty-five thousand reais (BRL 25.000,00), in individual amounts, plus default interest from the date of the event until the actual payment, minus the amounts paid by way of injunctive relief; and (iv) an order that the defendants, jointly and severally, pay material damages and loss of profits resulting from the period during which the fishermen were unable to carry out their activity and earn their income as a result of the collapse of the Fundão Dam, plus default interest from the date of the event until the date of the actual payment. payment, minus the amounts paid as emergency relief.	BRL 39,055,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
2	0025066-04.2016.4.01.3800	Valadares Association for the Defense of the Environment	Samarco and Vale	09/12/2015	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a public civil action aimed at supplying water to the Municipality of Governador Valadares and repairing the full damage caused to the environment and the community by the collapse.	BRL 5,000,000,000.00
3	1022813-21.2019.4.01.3800	Resplendor Nautical Association	Samarco	20/11/2015	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	The defendant's obligation for the socio-environmental damage caused in the Municipality of Resplendor is discussed.	BRL 3,000,000.00
4	0018391-59.2018.8.13.0543	Resplendor Nautical Association	Samarco, BHP and Vale	09/11/2018	Compensation Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	It seeks the payment by the defendants of moral damages in an amount of no less than BRL 1,000,000.00, the donation of at least five motorboats; the condemnation of the defendant to pay all procedural costs and other charges and the exemption of the plaintiff from performing the referred payments because it is a non-profit public utility entity.	BRL 1,000,000.00
5	5001728-49.2022.8.13.0400	National Humanitarian Society (SOHUMANA)	Samarco — Under Judicial Reorganisation, Vale and BHP	19/04/2022	Public Civil Action	1st Civil Court of Mariana/MG	This is a public civil action brought by the National Humanitarian Society (SOHUMANA) in which it claims, among other things, that the Companies be ordered to: (i) pay compensation for material and moral damages to those affected and to the Municipalities for the "restoration of public assets in proportion to the value of the damage caused to (sic) each person who lost their home, their material assets and their life", in the amount of twenty billion reais (BRL 20.000,000,000.00); as well as (ii) the obligation to perform consisting of restoring humanity's natural and cultural heritage.	BRL 20,000,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
6	1074305-81.2021.4.01.3800	Vila Lenira Residents Association, Rural Producers and Artisans Association of Espírito Santo, Colatina Velha Neighborhood Residents Association and Palmeiras Neighborhood United for Progress Association	Samarco, Vale, BHP Billiton, Allianz Seguros S.A., Chubb Seguros Brasil S.A., Fairfax Brasil Seguros Corporativos S.A., SwissRe Corporate SolutionsBrasil SegurosS.A., MapfreSeguros GeraisS.A., Serviço Colatinense de Meio Ambiente ("SANEAR"), Servi ço Autônomo De Água e Esgoto, Federal Government, State of Espírito Santo, State of Minas Gerais, Municipality of Colatina and Municipality of Governador Valadares.	28/10/2021	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a Public Civil Action filed by the Vila Lenira Residents Association, the Espírito Santo Rural Producers and Artisans Association, the Colatina Velha Neighborhood Residents Association and the Palmeiras Neighborhood United for Progress Association, against Samarco, Vale, BHP, Allianz Seguros, Chubb, Fairfax Brasil, Swiss RE Corporate, Mapfre Seguros, SANEAR, Serviço Autônomo de Água e Esgoto, the Federal Government, the State of Espírito Santo, the State of Minas Gerais, the Municipality of Colatina and the Municipality of Governador Valadores. In general terms, the plaintiff Associations allege that, after the Collapse, some municipalities were unable to collect water from the Doce River for human consumption and began to be "harassed" by Samarco, which supplied and recommended the use of the product TANFLOC, "which is clandestine for the purposes of treating water intended for human consumption, since there are no studies proving the benefits and harms of its use in humans in the long term, which put and puts the affected population at concrete risk of health damage". They argue that the defendants should compensate the affected population for having been victims of an "illegal experiment" in the ingestion of TANFLOC and mention STJ precedents on civil liability arising from the exposure of consumers to the risk of injury to their health and safety, as well as arguing that the liability of public entities would be based on omission and negligence in relation to the "clandestine" use of TANFLOC in water intended for human consumption. They also argue for the nullity of the release clauses in the agreements executed with those affected, the payment of collective moral damages, the reduction of the price paid by the residents, and the reduction of the price paid by the residents for water consumption, etc. The Plaintiffs formulate 34 (thirty-four) requests, among which we highlight the request for an order to pay compensation for individual moral damages to each citizen affected, as well as compensation for collective damages, in the amount of BRL 10 billion reais.	BRL 120,000,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
7	1001614-35.2022.4.01.3800	Commission of Affected People of the Municipality of Acaiaca/MG	Samarco, BHP, Vale and Fundação Renova	16/01/2022	Provisional Compliance with Infrastructure Damage Decision	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a case of provisional enforcement proceeding filed under Priority Axis 4, in which it is claimed that the residents of the Municipality of Acaiaca be recognized as affected and, consequently, have their entry into Novel Infraestrutura authorized, for the purposes of receiving compensation.	N/A
8	0007284-81.2016.4.01.3800	Advisory Center for Communities Affected by Dams (NACAB)	Samarco in Judicial Recovery, Vale, and BHP	17/11/2015	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a public civil action brought by NACAB against Samarco, Vale and BHP Billiton Brasil, which discusses damage caused to the Ribeirão do Carmo, Doce River, Piranga River, Gualaxo do Sul River and Peixe River, bordering the municipalities of Barra Longa, Rio Doce, Santa Cruz do Escalvado and Ponte Nova.	BRL 100,000,000.00
9	1048224-32.2020.4.01.3800	Association of Residents and Friends of Perpétuo Socorro	Samarco, BHP and Vale	07/11/2018	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a public civil action filed by the Association of Residents and Friends of Perpétuo Socorro against Samarco, Vale and BHP, requesting that the defendant companies be ordered to perform.	BRL 16,488,161.10
10	6009593-51.2024.4.06.3800	Galileia Residents Association (AMGAL) and Community Association for Food and Oriented Work (ACATO)	Samarco, BHP and Vale	04/12/2015	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	In general terms, requests: (i) the construction of a dam on the Boa Vista stream, in the municipality of Galiléia/MG, to retain and treat water to supply urban homes; (ii) reparation for the damage caused to the Doce river, with all the necessary measures to be taken to recover and preserve the area; and (iii) the creation of sustainable sources of employment for the fishermen of Galiléia/MG.	BRL 1,000,000.00
11	1015844-24.2018.4.01.3800	Valadar Association for the Defense of the Environment	Samarco, BHP and Vale	05/11/2018	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	It claims: (i) compensation for the material and moral damage caused to the population; and (ii) the collection and treatment of water from a new source other than the Doce River.	BRL 6,000,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
12	0017197-54.2015.8.08.0030	Federation of Fishermen and Fish Farmers' Colonies and Associations of Espírito Santo (FECOPES)	Samarco Mineração S/A	23/11/2015	Action for compensation for material and moral damages	3rd Civil and Commercial Court of Vitória	Compensation action filed by the Federation of Fishermen's and Fish Farmers' Colonies and Associations of Espírito Santo (FECOPES) against Samarco, arguing for compensation for all fishermen affiliated to the colonies in Espírito Santo on the banks of the Doce River up to its mouth in Vitória, by means of an emergency contribution, payment of a monthly pension and moral damages. As a preliminary injunction, the Federation of Fishermen's and Fish Farmers' Colonies and Associations of Espírito Santo (FECOPES) sought authorization for a monthly deposit of a minimum amount equivalent to one (1) minimum wage for each fisherman dependent on the Doce River, as well as the payment of monthly pensions due and falling due in the average amount of BRL 2,475.00 from the date of the event. Compensation for moral damages and the constitution of a capital guarantee for the payment of outstanding installments was also requested in a definitive manner.	BRL 50,000.00
13	0024186-42.2016.8.08.0030	Federation of Fishermen and Fish Farmers' Colonies and Associations of Espírito Santo (FECOPES)	BHP and Vale	14/12/2016	Action for compensation for material and moral damages	3rd Civil Court of Vitória	This is an action for compensation for moral damages brought by the Federation of Fishermen's and Fish Farmers' Colonies and Associations of Espírito Santo (FECOPES).	BRL 50,000.00
14	0045283-97.2018.4.01.3800	Mauro Jorge de Paula Bomfim and Tito Lívio de Figueiredo	Samarco, BHP and Vale	13/11/2015	Popular Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	It aims to supply drinking water in the city of Governador Valadares/MG, repair environmental damage by restoring the fauna and flora of the Doce River Basin in the perimeter of the Municipality of Governador Valadares/MG and also to adopt the following measures necessary containment measures to prevent another collapse.	BRL 100,000,000.00
15	0017559-26.2018.8.13.0543	Association of Resettled Small Producers of Aimorés, Itueta and Resplendor	Samarco in Judicial Recovery and Fundação Renova	05/11/2018	Ordinary Action	Single Court of the District of Resplendor/MG	This is an action seeking to order the Defendants to pay compensation for moral damages, as well as amounts relating to the supply of silage, concentrated feed (based on soy and corn), drinking water for human consumption and animal watering.	BRL 30,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
16	0000558-28.2018.8.08.0006	Barra do Riacho Community Association	Samarco, Fundação Renova, Synergia Consultoria Urbana e Social Ltda. and the Municipality of Aracruz	07/3/2018	Public Civil Action	State, Municipal, Public Records and Environmental Court of Aracruz	This is a Public Civil Action filed by the Barra do Riacho Community Association against Samarco Mineração S/A., the Fundação Renova, Synergia and the Municipality of Aracruz seeking, in summary, to order the Defendants to: (i) disclose information about the ban on any activities involving the use of the beach in the region; (ii) pay compensation for material damage to fishermen and boat owners as a result of the damage caused by the accident; (iii) provide a basic food basket per person affected; (iv) present an action plan for the recovery of the affected community; and (v) monitor the quality of the water in the region.	BRL 1,200,000,000.00
17	1074662-61.2021.4.01.3800	Commission of Bartenders, Street Vendors, Stallholders and Artisans of São Rafael/ES	Samarco, Vale, BHP and Fundação Renova	30/10/2021	Compensation Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a compensation action covering various demands from those affected on issues related to Registration and Compensation through adherence to the New Compensation System.	BRL 36,000,000.00
18	0011045-23.2016.4.01.3800	Advisory Center for Communities Affected by Dams (NACAB)	Samarco – under judicial reorganization	22/01/2016	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a public civil action brought by NACAB against Samarco, in which it discusses the alleged inadequate allocation of tailings (sludge, wood and other debris) removed from permanent preservation areas of the Doce River, near the Risoleta Neves Plant, which are causing new environmental damage.	BRL 200,000.00
19	1035631-97.2022.4.01.3800	Community Association of Residents of Lagoa das Palmeiras/Firma Araújo	Samarco, Vale, BHP, Fundação Renova and the Municipality of São José do Goiabal	28/07/2022	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is an ACP in which the Association claims that the Companies and the Municipality of São José do Goiabal are responsible for the alleged environmental and economic damage, especially with regard to the use and consumption of water in the Municipality of São José do Goiabal (MG).	BRL 32,800,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
20	1001569-56.2023.4.06.3800	Commission of Affected People of Governador Valadares	Samarco, Vale, BHP and Fundação Renova	10/1/2023	Action for Obligation to Perform	4th Federal Civil and Agrarian Court of the Belo Horizonte Judicial Subsection	In summary, it is alleged that in January 2022 there was the biggest flood in the last 25 (twenty-five) years and the third biggest in the history of the city of Governador Valadares, reaching 4.22m. According to the plaintiffs, although flooding was already part of the routine of the riverside residents before the Collapse, it would have worsened with the silting up of the Doce River due to the ore tailings.	BRL 1,320.00
21	5001401-87.2020.8.13.0105 (n. TRF61030837-67.2021.4.01.3800)	Mauro Jorge de Paula Bomfim and Aloisio Batista Gusmão	Samarco, Vale, BHP and Fundação Renova	4/2/2020	Popular Action	3rd Civil Court of the District of Governador Valadares	In summary, it is alleged that the city of Governador Valadares was impacted by the flooding of the Rio Doce due to heavy rains in January 2020, beyond what was expected. They mention that the critical point of the flooding occurred on 27 January 2020 at 7pm, when SAAE's ruler reached 3.93m. According to the plaintiffs, the flooding is directly related to the siltation of the Doce River due to the ore tailings from the Fundão Dam.	BRL 50,000,000.00
22	0052328-04.2018.8.13.0400	Archdiocese of Mariana	Samarco, BHP and Vale	31/10/2018	Compensation Action	2nd Civil, Criminal and Penal Execution Court of the District of Mariana	This is a compensation action filed against Samarco, Vale and BHP, in which the Archdiocese of Mariana claims to have suffered damage to its historical and religious heritage as a result of the Fundão Dam collapse. The dispute involves the complete and utter destruction of a church located in Bento Rodrigues: (i) the Chapel of São Bento: allegedly built in 1718 and measuring around 265m², it was furnished with historic furniture and ornaments from the 17th century, and contained various catalogued items that had been used to decorate the church were lost; (ii) the Parish House, located at the back of the chapel, with dimensions of 5.6m x 10.5m, was also completely lost.	BRL 18,401,964.24

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
23	0052336-78.2018.8.13.0400	Arquidiocese of Mariana	Samarco, BHP and Vale	31/10/2018	Compensation Action	2nd Civil Court of Mariana/MG	This is a compensation action filed against Samarco, Vale and BHP, in which the Arquidiocese of Mariana alleges that it has suffered damage to its historical and religious heritage as a result of the collapse of the Fundão Dam. The dispute involves the flooding of religious temples located in the districts of Paracatu de Baixo and Ponte do Gama: (i) Santo Antonio Church: located in Largo de Santo Antônio, Paracatu de Baixo; (ii) Chapel of devotion to São Vicente de Paulo; and (iii) Chapel of Nossa Senhora Aparecida (or "Chapel of Ponte do Gama").	BRL 7,073,145.00
24	0052708-27.2018.8.13.0400	Arquidiocese of Mariana and Social Works of Our Lady of Glory of Mariana Landscape	Samarco, BHP and Vale	05/11/2018	Compensation Action	2nd Civil, Criminal and Penal Execution Court of the District of Mariana	This is an action for damages filed against Samarco, Vale and BHP, in which the Plaintiffs claim to have suffered damage to their historical and religious heritage as a result of the Fundão Dam collapse. The dispute involves the devaluation and maintenance costs of religious temples located in Bento Rodrigues.	BRL 8,850,292.00
25	5001467-51.2018.8.13.0521	Arquidiocese of Mariana	Samarco, BHP and Vale	31/10/2018	Compensation Action	1st Civil Court of Ponte Nova/MG	This is an action for damages filed against Samarco, Vale and BHP, in which the Arquidiocese of Mariana claims to have suffered damage to its historical and religious heritage as a result of the Fundão Dam collapse. The dispute involves the flooding of tailings in a religious temple located in the Gesteira District: (i) Nossa Senhora da Conceição Chapel; and (ii) the Parish House.	BRL 7,504,008.47
26	5000668-69.2023.8.08.0004	Community Association of Ubú Residents	Samarco and Fundação Renova	27/04/2023	Compensation Action	1st Court of Anchieta/ES	The Association seeks the inclusion of the residents of the Municipality of Anchieta/ES in the Mediated Indemnification Program (PIM), "for the reimbursement and compensation of the losses and damages of the impacted population", on the grounds that the activities of the Usina de Ubú, located in the municipality, would have been paralyzed as a result of the collapse.	BRL 18,180,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
27	5001399-03.2023.8.13.0400	Association of Milk Producers of Águas Claras and Region	Samarco, Vale and BHP	31/3/2023	Liquidation proceeding	2nd Civil, Criminal and Penal Execution Court of the District of Mariana/MG	This is liquidation proceeding filed by the Association of Milk Producers of Águas Claras and Region to seek the granting of measures to repair the damage resulting from the Collapse, in light of the agreement reached and ratified in the records of Public Civil Action n.0043356-50.2015.8.13.0400.	BRL 5,946,400.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
28	1012283-75.2023.4.06.3800	Associação de Surf da Ilha De Guriri - ASIG, Associação de Moradores - ASIG, Marisqueiros ePescadores do Balneário de Barra Nova Municipality of São Mateus ES, Associação dePescadores do Balneário de Guriri do Município de São Mateus ES - ASPEG, Associação de Moradores do Mariricu-AMOMAR, Associaçã o deMoradores e Pescadores das Meleiras - AMPM, Associação de Moradores, Pequenos Produtores Rurais do Brejo Velho, Ranchinho e Adjacências do Município de São Mateus ES. ASMOPRUBRA, Associação de Pequenos Agricultores, Pescadores, Marisqueiros, Amigos, Moradores e Pro-Desenvolvimento da Comunidade de Barreiras, Associação Comunitária E Recreativa Da Ilha De Guriri-ACORDAGURIR	Samarco, the Federal Government, Vale, BHP, the State of Espírito Santo, the State Institute for the Environment and Water Resources, the Municipality of São Mateus, the Autonomous Water and Sewage Service, the Municipality of Conceição da Barra and the Fundação Renova.	23/2/2023	Compensation Action	4th Federal Civil and Agrarian Court of the Belo Horizonte Judicial Subsection	This is a compensation claim, with a request for preliminary injunction, initially filed under the number 1052045-12.2022.4.01.3400 by several Associations to claim that the Companies (Samarco, Vale and BHP) and others should be condemned for the alleged environmental damage caused by the collapse of the water distribution and basic sanitation system in the Guriri Island region.	BRL 280,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
29	6005574-60.2024.4.06.3813	Student Union of Governador Valadares	Samarco, Vale, BHP and Fundação Renova	19/07/2024	Public Civil Action	2nd Federal Court of Governador Valadares	This is a Collective Action for Public Civil Compensation filed by the Student Union of Governador Valadares against the Companies and Renova, seeking various requests related to the dam collapse, including: (i) an order for the Companies to pay moral damages, not less than the amount paid to the residents of Barra Longa; (ii) the judicial deposit of fifty million reais (BRL 50.000,000.00) to guarantee payment of all the damage caused to the members; (iii) the environmental damage caused to be determined for due compensation to the members (BRL 100,000.00); (iv) the Defendants to be ordered to carry out a series of socio-environmental projects, in order to repair the environmental damage caused (i.e., environmental and basic sanitation projects in the Governador Valadares region; environmental classes and water education projects in urban and rural areas of the affected region; a project to replant native trees throughout the affected region, among others).	BRL 50,000,000.00
30	6025194-97.2024.4.06.3800	National Association for Consumer Protection and National Association of Water Consumers and Victims of the Use of Tanfloc in the Treatment of Water from the Doce River Basin	Samarco, Vale, BHP, Fundação Renova, Government, Sanear, SAAE, Copasa Minas Gerais, Espírito Santo, Tanac S.A	Information not available. Process in secrecy of justice.	Public Civil Action	4th Federal Civil and Agrarian Court of the Subsection Belo Horizonte Judiciary	Information not available. Case under judicial secrecy.	BRL 177,220,847,000.00
31	1022753-43.2022.4.01.3800	Commission of Affected People of Ilha do Rio Doce, District of Caratinga/MG	Samarco	12/05/2022	Judgement Enforcement	4th Federal Civil and Agrarian Court of the Belo Horizonte Judicial Subsection	This is a case of compliance with a judgment filed under Axis 7, covering various demands from the Commission of Affected Parties on issues related to Registration and Compensation.	BRL 2,020,496,894.90
32	1002057-11.2023.4.06.3800	Fernandes Tourinho Commission of Affected People	Samarco	12/01/2023	Declaratory action	4th Federal Civil and Agrarian Court of the Belo Horizonte Judicial Subsection	This is a declaratory action filed by the Commission of Affected People seeking recognition of its legitimacy to defend the interests of those affected in Fernandes Tourinho, on the grounds that the territory would be “completely different and independent” from Senhora da Penha.	BRL 1,320.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
33	1008474-91.2018.4.01.3800	SAAE of Governador Valadares	Samarco, BHP, Vale and Fundação Renova	29/11/2016	Compensation Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	SAAE is demanding restitution of the sums spent on water treatment, treatment and disposal of the mud removed, water reagents analysis, measuring equipment, filtering materials, extraordinary hiring and overtime, de-silting, as well as losses due to low revenue.	BRL 31,398,043.42
34	0001611-75.2017.8.08.0007	SAAE	Samarco	04/08/2017	Common Civil Procedure	1st Court of Baixo Guandú	It seeks civil reparation for an alleged unlawful act committed by the defendant, with the cause of action being the damage caused by the failure to provide the services it provided, which resulted in the collapse of the Fundão/MG tailings dam.	BRL 5,280,669.85
35	1004618-80.2022.4.01.3800	SAAE Aimorés	Samarco, BHP and Vale	21/11/2018	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Public civil action brought by SAAE against Samarco, Vale and BHP, alleging that after the accident the water in the Doce River became unfit for consumption, as well as causing various damages to the district of Santo Antônio do Rio Doce. SAAE wants the parties to be compelled to carry out the proposed project to build water treatment catchment stations in order to provide sufficient flow to serve the city of Aimorés.	BRL 6,754,457.31
36	0004309-47.2016.4.01.3813	MPF and DPU	Samarco, IBAMA, ANVISA, IGAM, ANA and SAAE of Governador Valadares	10/08/2016	Public Civil Action	2nd Federal Civil Court of Governador Valadares/MG	Public civil action aimed at protecting the diffuse and collective interests of several families in Governador Valadares/MG and adjacent districts with regard to the inspection of the quality of water supplied to families, as well as the supply of mineral water directly to the homes of the citizens of Governador Valadares and adjacent districts by Samarco, until it is proven, through the competent bodies, that the quality of the water supplied is fit for consumption.	BRL 100,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
37	0135334-09.2015.4.02.5005 (formern.) 10638 03-74.2023.4.06.3800 (new n.)	MPF, MPES and Public Labor Ministry (MPT)	Samarco, State of Espírito Santo, SANEAR, Federal Government, Municipality of Colatina and ANA	30/11/2015	Public Civil Action	4th Federal Civil and Agrarian Court of Belo Horizonte	Public civil action filed by the MPES, the MPF and the Labor Prosecutor's Office against Samarco, the Municipality of Colatina/ES, Sanear, the Federal Government, the ANA and the State of Espírito Santo, seeking an injunction requesting the following: (i) SANEAR to stop abstracting water from the Doce River; (ii) the Municipality of Colatina/ES to advise the population to dispose of treated water from the Doce River; (iii) the imposition on the Federal Government to set appropriate and specific parameters for the water body to replace those set out in the Ministry of Health Ordinances no. 2.194/2011; (iv) the imposition on the ANA to submit a proposal to the Doce River Basin Committee aiming to reframe the Doce River water body, for subsequent submission to the National Water Resources Council; (v) the obligation on SANEAR, the Municipality of Colatina/ES and Samarco to submit a technical project that provides for alternative sources of abstraction, among others measures. In the final analysis, they request confirmation of the injunction requests.	BRL 500,000.00
38	1012518-22.2019.4.01.3800	MPMG	Samarco, Vale and SAAE of Governador Valadares	28/12/2015	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Public civil action brought by the MPMG (Public Prosecutor's Office of the State of Minas Gerais) against Samarco, Vale and SAAE to defend the environment and health in the Municipality of Governador Valadares/MG, in which it alleges that SAAE has been degrading and polluting the environment by irregularly disposing of waste from its Effluent Treatment Plants directly into the environment, waste that was intensified by the tailings from Samarco and Vale after the Fundão Dam collapse in Mariana/MG.	BRL 1,000,000.00
39	0009948-51.2017.4.01.3800	MPMG	Municipality of Governador Valadares, SAAE, Samarco and Vale.	17/08/2022	Public Civil Action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	It aims to repair local damage and implement the Governador Valadares Municipal Plan of Basic Sanitation.	BRL 1,000,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
40	0037446-40.2016.8.08.0014	MPES	Samarco, Municipality of Colatina, State of Espírito Santo, SANEAR, Vale and BHP	10/11/2016	Public Civil Action	State, Municipal, Public Records and Environmental Court of Colatina	Public civil action brought by the MPES (Public Prosecutor's Office of the State of Espírito Santo), so that the defendant companies are obliged to provide and pay for the application of Tanfloc in the ETAs of Colatina/ES, to the Department of Health to present, on a monthly basis, the parameters required by Ordinance MS n. 2914/2011, that modernization works be carried out and the supply of equipment that is necessary on the part of the companies for SANEAR to monitor the quality of the water, and the supply by the companies of professionals in the field of chemistry or biology that are necessary to maintain the quality service by SANEAR.	n/a
41	003492.2017.03. 000/0	MPT	Samarco and Vale	01/02/2018	Administrative Procedure	3rd Region Labor Prosecutor's Office	MPT's administrative procedure for monitoring judicial execution n. 1072631-59.2023.4.06.3800, with a cause value of BRL 177,000,000.00, originally filed by the MPT in the Labor Courts for the payment of aid to the fishermen. Subsequently, the lawsuit was referred to the 4th Federal Civil and Agrarian Court of the Judicial Subsection of Minas Gerais and the plaintiff was changed to exclude the MPT and include the Federal Government and the States of Espírito Santo and Minas Gerais.	N/A
42	1072631-59.2023.4.06.3800	Federal Government, State of Minas Gerais and State of Espírito Santo	Samarco	14/06/2023	Enforcement of Extrajudicial Instrument	4th Federal Civil and Agrarian Court of the Minas Gerais Judicial Subsection	Payment of financial aid and a basic food basket to fishermen.	BRL 177,000,000.00

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CHAPTER III

JUDICIALIZED CIF FINES AND ENVIRONMENTAL FINES

Premise: The procedures below refer to the fines that will be paid under the terms of the Clauses of this AGREEMENT - namely, CIF fines that are judicially enforced (Section I) and fines imposed by environmental agencies (Sections II and III). For the purposes of interpretation, the list of the main legal proceedings includes the appeals and procedural incidents arising from them.

Section I - Judicial Enforcement of CIF Fines and Related Incidents

NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
1	1014427-94.2022.4.01.3800	CIF, IBAMA, ICMBio, ANM, FUNAI and ANA	Samarco, Vale, BHP andFundação Renova	28/03/2022	Enforcement Proceeding distributed by dependency to Priority Axisn. 5	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Incident of compliance with the obligation to pay a fine imposed by Resolutions 80/2017 and 195/2018 filed by the CIF, for non-compliance with clause 150 § 3. of the TTAC ("dredging of the first 400m of the Risoleta Neves HPP reservoir"). (Fine imposed by Resolutions 45/2017, 80/2017 and 195/2018)	Reduced by court decision handed down on 02/04/2024 to BRL 28,024,877.94.
2	1053672-49.2021.4.01.3800	CIF, IBAMA, ICMBio, ANM, FUNAI and ANA	Samarco, Vale, BHP andFundação Renova	05/08/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Incident of compliance with the obligation to pay a fine imposed by Resolution 183/2018 and 238/2018 filed by the CIF for non-compliance with clause 93 of the TTAC. (Fine imposed by Resolutions 183/2018 and 238/2018).	BRL 1,185,187.15
3	1027424-37.2023.4.06.3800	CIF, IBAMA, ICMBio, ANA, ANM and FUNAI	Samarco, Vale, BHP and Fundação Renova	13/04/2023	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Incident of compliance with an obligation to pay (fine) for non-compliance with Clause 247 of the (TTAC) - "non-compliance with previous determinations regarding the inclusion, as of July 2019, of the seven (7) Krenak families in the payment of Emergency Financial Aid (AFE) and in the other actions provided for under the Emergency Agreement signed between the Krenak Indigenous People and Vale, operated by the Fundação Renova". (Fine imposed by CIF Resolutions 335/2019 and 360/2019).	BRL 11,211,832.30, reduced by a court decision handed down on 18/10/2024, which recognized excess in the execution. The Federal Government will present calculation report, taking into account the new decision.

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
4	1030141-22.2023.4.06.3800	CIF, IBAMA, ICMBio, ANM, FUNAI and ANA	Samarco, Vale, BHP andFundação Renova	17/04/2023	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Enforcement of a fine under Clause 247 of the Transaction and Conduct Adjustment Agreement (TTAC), due to the alleged "deadline for carrying out the Action Plan for the Comprehensive Reparation of Traditional Spark Producers (*faiscadores*) and Fishermen in the municipalities of Rio Doce, Santa Cruz do Escalvado and the rural community of Chopotó - municipality of Ponte Nova (MG)". (Fine imposed by CIF Resolutions 546/2021 and 574/2022, calculated in the amount of BRL 1,280,499.45).	BRL 1,280,499.45
5	1040763-72.2021.4.01.3800	CIF, IBAMA, ICMBio, ANM, FUNAI and ANA	Samarco, BHP, Vale andFundação Renova	23/6/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	The public entities and autarchies that signed the TTAC aim to collect the punitive fines (a fixed amount of BRL 50,000.00) and daily fines (BRL 10,000.00 per day of non-compliance) imposed by the CIF on the Fundação Renova and Samarco due to non-compliance with Clause 203 of the TTAC, which deals with the process of reviewing the Programs. (Fine imposed by Resolutions 429/2020 and 481/2021)	BRL 2,747,512.90
6	1037148-74.2021.4.01.3800	CIF, CIF, IBAMA, ICMBio, ANM, FUNAI, and ANA	Samarco, Vale, BHP and Fundação Renova	14/06/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	According to the initial request, the Companies had been duly notified, by means of CIF Resolution no. 356/2019 and Notification no. 22/2019, to pay penalties as a result of alleged non-compliance with CIF Resolutions no. 300/2019 and no. 333/2019, and due legal process had been complied with throughout the constitution of the credit, which was final in the administrative sphere. Despite the definitive constitution, the Companies continued to default, as demonstrated in the records of administrative proceeding SEI 02001.023950/2020-80. Also, according to the initial request, on the date of 14/06/2021, the updated amount of the debt would correspond to BRL 5,150,257.96 (BRL 54,488.23, referring to the punitive fine, and BRL 5,095,769.73, corresponding to the daily fine). (Fine imposed by Resolutions 300/2019, 333/2019 and 356/2019.)	Reduced by court decision handed down on 07/08/2024 to BRL 1,000,000.00.
7	1035848-77.2021.4.01.3800	CIF, IBAMA, ICMBio, ANM, FUNAI and ANA	Samarco, BHP, Vale and Fundação Renova	09/06/2021	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	This is a fine enforcement case related to alleged non-compliance with CIF Resolutions 58/2017 and 93/2017. (Fines imposed by Resolutions 93/2017 and 141/2017)	BRL 14,611,543.88

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
8	6006977-06.2024.4.06.3800	CIF, IBAMA, ICMBio, ANM, FUNAI and ANA	Samarco, Vale, BHP and Fundação Renova	15/02/2024	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Enforcement of a fine imposed by Resolution 575/2022 in relation to alleged non-compliance with CIF Resolutions 493/2021 and 545/2021, which, respectively: (i) determined the recognition of traditional miners (*garimpeiros*) in the municipalities of Mariana, Barra Longa and Acaica, as individuals affected by the Collapse; and (ii) set a deadline of ten (10) days for full compliance with the CIF's determinations. (Fines imposed by Resolutions 545/2021 and 575/2022)	BRL 1,280,499.45
9	6006983-13.2024.4.06.3800	CIF, IBAMA, ICMBio, ANM, FUNAI and ANA	Samarco, Vale, BHP and Fundação Renova	15/02/2024	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Enforcement of judgment, through which the CIF seeks to enforce the content of Resolution 484, which set a "punitive and daily fine due to the Fundação Renova's failure to present the budget, in breach of Resolution 478/2021 and Notification 1/2021- CIF/GABIN" to Samarco, with copies to Vale and BHP.	BRL 5,182,819.66
10	6006993-57.2024.4.06.3800	CIF	Samarco, Vale, BHP andFundação Renova	15/02/2024	Enforcement Proceeding	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Enforcement of judgment initiated by the CIF to enforce the fine of CIF Resolution No. 485/2021 against the Companies and the Fundação Renova, due to Renova's alleged failure to resume payment of Emergency Financial Aid (AFE) to one hundred and forty-three (143) individuals who had their benefit canceled (Deliberation n. 457/2020: notifies to suspend cancellations of Emergency Financial Aid (AFE)). (Fines imposed by Resolutions 457/2020 and 485/2021)	BRL 5,182,819.66

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Section II - Lawsuits Disputing Environmental Fines

NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
1	1002341-25.2022.4.01.3822	IBAMA	Samarco	09/08/2022	Tax enforcement	Ponte Nova Federal Civil and Criminal Court - MG	Enforcement regarding the alleged debt of BRL 93,810,000.00 related to Notice of Violation No. 9118721-E.	BRL 93,810,000.00
2	0021493-50.2019.4.01.3800	IBAMA	Samarco	06/08/2019	Tax enforcement	24th Federal Tax Enforcement Court of SJMG	Enforcement regarding the alleged debt of BRL 92,514,000.00 related to Notice of Infraction No. 24-E.	BRL 92,514,000.00
3	1110411-33.2023.4.06.3800	Samarco	IBAMA	01/11/2023	Annulment action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Annulment Action No. 1110411 33.2023.4.06.380, filed by Samarco with the aim of invalidating Notice of Infraction No. 9082395-E issued by IBAMA.	BRL 50,000,000.00
4	0021492-65.2019.4.01.3800	IBAMA	Samarco	06/08/2019	Tax enforcement	23rd Federal Tax Enforcement Court of SJMG	Enforcement regarding the alleged debt of BRL 92,808,000.00 related to Notice of Infraction no. 9082392-E.	BRL 92,808,000.00
5	0021491-80.2019.4.01.3800	IBAMA	Samarco	06/08/2019	Tax enforcement	26th Federal Tax Enforcement Court of SJMG	Enforcement regarding the alleged debt of BRL 92,808,000.00 related to Notice of Infraction No. 21-E.	BRL 92,808,000.00
6	1002839-95.2019.4.01.3800	Samarco	IBAMA	26/02/2019	Annulment action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Action seeking a declaration of nullity of Infraction Notices no. 21-E, 24-E and 9082392-E.	The annulment action concerns a tax assessment already covered by the Tax Foreclosures indicated.
7	1027729-93.2022.4.01.3800	Samarco	IBAMA	10/06/2022	Annulment action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Declaration of nullity of Notice of Infraction no. 9118721-E, Administrative Proceeding no. 02001.006778/2016-13, as well as the charges imposed therein.	The annulment action concerns a tax assessment already covered by the Tax Foreclosures indicated.
8	1061360-53.2023.4.06.3800	ICMBio	Samarco	05/06/2023	Tax enforcement	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Enforcement regarding an alleged debt of BRL 79,548,000.00 related to Notice of Infraction No. PWH29K5A (Administrative Proceeding No. 02125.000582/2022-67), issued by ICMBio against Samarco for alleged "pollution resulting from the collapse of the Fundão dam, causing significant and continuous destruction of biodiversity in the conservation units REBIO de Comboios, APA Costa das Algas, RVS de Santa Cruz, PARNAM dos Abrolhos and RESEX de Cassuruba, according to the ICMbio Santa Cruz Technical Report - SEI.	BRL 79,548,000.00

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NO.	PROCESS	AUTHOR	DEFENDANT	DISTRIBUTION	CLASS	JUDGING BODY	OBJECT	VALUE OF THE CASE
9	1017152-81.2023.4.06.3800	Samarco	ICMBio	14/03/2023	Annulment action	4th Federal Civil and Agrarian Court of the Belo Horizonte SSJ	Annulment action filed by Samarco against ICMBio, seeking the annulment of Notice of Infraction No. PWH29K5A, issued on 05/04/2022, which imputes to Samarco the practice of the infraction consisting of "causing pollution resulting from the Fundão Dam Break, causing significant and continuous destruction of biodiversity in the conservation units REBIO de Comboios, APA Costa das Algas, RVS de Santa Cruz, PARNAM dos Abrolhos and RESEX de Cassuruba.	The annulment action concerns a tax assessment already covered by the Tax Foreclosures indicated.
10	5019594-11.2022.8.08.0012	Samarco	IEMA - IEMA	27/09/2022	Annulment action	State Public Finance, Public Registry and Environment Court of Cariacica/ES	Annulment action, in which it is requested the declaration of nullity of Fine Notice no. 026/2016 issued in reference to Technical Note no. 02/2016 (doc. 04), in which IEMA points out that changes in color and turbidity have been identified in the waters of Lagoas Nova and Monsarás in Linhares ES.	BRL 400,000.00
11	5000247-16.2022.8.08.0004	Samarco	IEMA - IEMA	07/03/2022	Annulment action	1st Court of Anchieta/ES	Annulment action, with preliminary injunction request *inaudita altera pars*, filed by Samarco against IEMA, requesting the declaration of nullity of Notice of Fine No. 79/2015.	BRL 1,970,861.14
12	5001862-41.2022.8.08.0004	Samarco	IEMA - IEMA	14/11/2022	Annulment action	Municipal and State Public Finance, Public Registry and Environment Court of Linhares	Annulment action, with preliminary injunction request *inaudita altera pars*, filed by Samarco against IEMA, requesting the declaration of nullity of Notice of Fine No. 79/2015.	BRL 429,668.22

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Section III - Environmental Fines and Administrative Sanction Procedures Subsection I - IBAMA

NO.	PROCEDURE	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
1	9121349-E	1st Instance	Administrative	IBAMA	BRL 501,000.00	17/07/2019	Failure to comply with legal requirements when duly notified by the competent environmental authority, as stated in Notification No. 9674E and in the analysis presented in Opinion 1-2019, within the period granted, aiming at adopting regularization, monitoring, evaluation, control and correction measures to cease the effects and impacts of environmental degradation. Notification no. 9674E: Submit written records of wild and domestic animals rescued by 15/11/2015.
2	9092913E	2nd instance	Administrative	IBAMA	BRL 42,000.00	07/02/2017	Daily fine for submitting omissive information regarding an environmental administrative procedure. Search and rescue program for fauna affected by the collapse of the Fundão tailings dam submitted in disagreement with IBAMA's request in Annex II of Opinion 0215.000112/2016-01. Notification 19878-E. Process 02015.001753/2016-74. The amount of the fine was increased from BRL 21,000.00 to BRL 42,000.00. Notification no. 19878-E: submit a program to search for and rescue fauna affected by the Fundão dam collapse.
3	9091685	1st Instance	Administrative	IBAMA	BRL 41,800,000.00	13/05/2016	Notice of Infraction issued for "destroying 835.385 hectares of permanent preservation area as a result of the collapse of the Fundão Dam".

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NO.	PROCEDURE	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
4	9121347-E	1st Instance	Administrative	IBAMA	BRL 1,000,000.00	17/07/2019	Failure to comply with legal requirements when duly notified by the competent environmental authority, as stated in Notification No. 9681E and characterized in the terms of the analysis presented in PAR 02015.000196-2016-74, within the deadline granted, aiming at correcting and adopting measures to control, monitor and evaluate the damage with a view to establishing corrective measures, mitigating the impacts, damages and effects of the environmental accident involving the collapse of the Fundão tailings dam in order to stop the resulting environmental degradation.
5	9092914E	2nd instance	Administrative	IBAMA	BRL 22,000.00	21/03/2017	Fine for failing to comply with legal or regulatory requirements when duly notified by the competent environmental authority within the period granted, aiming to adopt control measures to cease environmental degradation. Compliance with item 1.4 of CIF Deliberation No. 03. Notification n. 2590. Process n. 02001.003.403/2016-00. The amount of the fine was increased from BRL 11,000.00 to BRL 22,000.00.
6	8819E	1st Instance	Administrative	IBAMA	BRL 1,000,000.00	23/08/2016	Notice of Infraction issued for “failing to elaborate (on its Air Quality and Monitoring Plan in response to Notification No. 29602-E) in an environmental administrative procedure. OBS: When duly notified to present, among other information, before Notification No. 29720-E, efficient and effective measures for the containment and dispersion of tailings in Barra Longa MG, including the Temporary Tailings Deposits, the company omitted this information by officially stating that it has no areas in the region of the city classified as a temporary deposit. However, there are 35,000 m² of tailings deposited in the Park at position 20.17’11.96” s 43.03’17.75” w in app do Rio do Carmo, initially on an emergency and temporary basis.

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NO.	PROCEDURE	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
7	8855/E	2nd instance	Administrative	IBAMA	BRL 202,000.00	10/10/2016	Notice of Infraction issued “for failing to comply with legal requirements, when duly notified with a view to environmental regularization (Emergency Action Plan). Referring to Notification No. 8268/E.
8	9092912E	2nd instance	Administrative	IBAMA	BRL 402,000.00	07/02/2017	Failure to comply with legal or regulatory requirements when duly notified by the competent environmental authority, with a view to adopting control measures to cease the environmental degradation resulting from the Fundão Dam collapse. Depletion of the Risoleta Neves HPP (Candonga). IBAMA Notification No. 8265-E. IBAMA Process No. 02015.001065/2016-12.
9	9236909E	1st Instance	Administrative	IBAMA	BRL 761,000.00	16/09/2019	Failure to comply with legal requirements when duly notified by the environmental authority competent authority, within the period granted by Notification n. 46719- E ref. proc. n. 02001.003398/2016-27, with a view to regularizing, correcting or adopting control measures to cease environmental degradation. Notification. 46719-E: comply with item 3.4. of CIF Deliberation n. 03/2016 (measures regarding emergency and priority tailings management actions to be taken in 2016).
10	9082395E	2nd instance	Administrative	IBAMA	BRL 50,757,000.00	12/02/2016	Notice of Infraction issued for “discharging, as a result of the collapse of the Fundão dam, solid and liquid waste (iron mining tailings) into the waters of the Doce River, in disagreement with the requirements established by law or normative acts”. This Notice of Infraction is the subject of Declaratory Action for Nullity No. 1110411 33.2023.4.06.380.

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NO.	PROCEDURE	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
11	8856/E	2nd instance	Administrative	IBAMA	BRL 102,000.00	10/10/2016	Notice of Infraction issued for “failing to comply with legal requirements, when duly notified, with a view to environmental regularization (Emergency Action Plan)”. Referring to Notice no. 8270/E. Notification no. 8270/E: Submission of a Joint Emergency Action Plan for the Risoleta Neves HPP, following the collapse of the Fundão Dam.
12	9121348-E	1st Instance	Administrative	IBAMA	BRL 1,000,000.00	17/07/2019	Failure to comply with legal requirements when duly notified by the competent environmental authority, according to Notification No. 9671E and characterized in the terms of technical opinion No. 4-2017- SUPES-MG, within the deadline granted for the adoption and establishment of control measures, monitoring and evaluation of environmental impacts and damage, with a view to mitigating the effects and damage to the environment resulting from the environmental accident of the collapse of the mining tailings dam called Fundão, to make it possible to cease the resulting environmental degradation.
13	9060972-E	1st Instance	Administrative	IBAMA	BRL 311,000.00	24/11/2016	Failure to comply with legal or regulatory requirements when duly notified by the competent environmental authority. Failure to comply with Notification No. 678320-E issued as a result of the collapse of the Fundão Dam, after more than 11 (eleven) months of the deadline granted, with a view to adopting control and enforcement measures. Assessment of the impacts of: Marine Fauna Monitoring Invertebrates (benthos and plankton).

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NO.	PROCEDURE	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
14	9121350-E	1st Instance	Administrative	IBAMA	BRL 761,500.00	17/07/2019	Submit an environmental report in an environmental administrative notification procedure for follow-up, monitoring and evaluation by the environmental agency, of the actions carried out by Samarco (Germano Unit) in the rescue, assistance, care and destination of the animals affected by the Fundão Dam collapse, containing in the set of documents submitted inconsistent, contradictory, incoherent and misleading data, in the terms recorded in the analysis contained in the document Opinion 1-2019.
15	9122382 E	1st Instance	Administrative	IBAMA	BRL 603,000.00	08/02/2018	Failure to comply with legal or regulatory requirements when duly notified by the competent environmental authority within the period granted, with a view to adopting control measures to cease environmental degradation. Non- compliance with IBAMA Notification No. 8266-E (Process No. 02015.001064/2016-60), according to Opinion 01 DITEC/MG (SEI No. 1665179), which deals with compliance with the turbidity triggers criteria by Samarco and Fundação Renova.
16	8874E	1st Instance	Administrative	IBAMA	BRL 500,000.00	01/11/2016	Failure to adopt, when required by the competent authority, precautionary or containment measures in the event of a risk of serious or irreversible environmental damage, by not effectively treating the tailings upstream of Dike S3, and not completing its elevation before the rainy season, as determined, respectively, in notifications 46706-E and 2575-E.
17	9092911 E	2nd instance	Administrative	IBAMA	BRL 102,000.00	20/01/2017	Failure to comply with legal requirements when duly notified by the competent environmental authority, with a view to adopting control measures to cease the environmental degradation resulting from the Fundão Dam collapse. Notification No. 2577 (dredging and tailings disposal schedule for Dike S3).

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NO.	PROCEDURE	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
18	9111638 E	1st Instance	Administrative	IBAMA	BRL 311,500.00	24/10/2016	Failure to comply with legal requirements. Failure to comply with Notification No. 678311-D issued as a result of the Fundão Dam collapse, which required the implementation of an ichthyofauna monitoring program.
19	19E	1st Instance	Administrative	IBAMA	BRL 100,000,000.00	12/11/2015	Notice of Infraction issued for "causing the perishing of biodiversity specimens (fauna and fishery resources) in the directly affected area and along the Doce River as a result of the collapse of the Fundão dam".
20	9111641 - E	1st Instance	Administrative	IBAMA	BRL 31,150.00	10/11/2016	Failure to comply with legal or regulatory requirements when duly notified by the competent environmental authority. Failure to comply with Notification No. 678755-D issued as a result of the Fundão Dam collapse, which required the implementation of the Rio Doce ichthyofauna monitoring program, as well as Official Letter No. 02015.002263/2016- 95 GABIN/MG/IBAMA, which required its immediate start.
21	9091611 E	2nd instance	Administrative	IBAMA	BRL 603,000.00	01/11/2016	IBAMA Notice of Infraction no. 9091611-E issued to Samarco for: (i) not presenting the projects for controlling and reshaping the watercourses - reseeding and disciplining rainwater - in the stretch between the Fundão Dam and the Risoleta Neves HPP - Candonga - detailing the methodologies and schedules to be adopted in each area to be recovered, in order to prioritize, for 2016, actions that prevent the return of tailings deposited on the banks to the bed of the affected rivers; and (ii) not complying with CIF Deliberation no. 3.1, as well as other documents with the same requirement, but which have not been complied with either, according to Technical Information No. 02001.0000897/2016-62.

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NO.	PROCEDURE	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
22	8857/E	2nd instance	Administrative	IBAMA	BRL 102,000.00	10/10/2016	Notice of Infraction for “failing to comply with legal requirements, when duly notified, aimed at adopting control measures to cease environmental degradation (tailings accumulated in the reservoir of the Risoleta Neves HPP as a result of the collapse of the Fundão dam)”. Referring to Notice 46707/E.
23	9091609 E	2nd instance	Administrative	IBAMA	BRL 102,000.00	01/11/2016	Failure to comply with legal requirements when duly notified by the environmental authority with a view to adopting control measures to cease the environmental degradation resulting from the collapse of the Fundão dam (schedule for raising Dike S3, as well as compliance with the deadline for completion and operation). Referring to Notification No. 2575/E.
24	GMU0C1A5	1st Instance	Administrative	IBAMA	BRL 22,000.00	23/10/2020	This is an infraction notice issued for failing to comply with Notification No. 23258-E, as requested in Administrative Proceeding 02001.003570/2016-42. Notification no. 23258-E, linked to administrative process no. 02001.003570/2016- 42, ordered Samarco to submit, within thirty (30) days of receiving it, the Emergency Action Plan (PAE) for accidental scenarios involving the remaining structures of the Fundão Dam, the Risoleta Neves HPP, the emergency structures built by Samarco and the material from the Fundão Dam deposited and available for remobilization on the banks and beds of the Gualaxo do Norte River, Carmo River and Doce River. The PAE should contain at least the content described in the annex to the Notice.

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NO.	PROCEDURE	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
25	9118722E	2nd instance	Administrative	IBAMA	BRL 801,000.00	25/11/2016	Using products harmful to the environment, in disagreement with the requirements established in the law or its regulations, when receiving dredged material from the breach at the Risoleta Neves HPP. The amount of the fine was increased from BRL 400,500.00 to BRL 801,000.00.
26	24-E	N/A	N/A	IBAMA	BRL 50,000,000.00	12/11/2015	Causing water pollution through the transfer of mining tailings from Samarco's Fundão Dam deposition system - Germano Mine, causing the necessary interruption of the public water supply to the community in the municipality of Governador Valadares/MG.
27	21-E	N/A	N/A	IBAMA	BRL 50,000,000.00	12/11/2015	Causing pollution in the Doce River, in the states of Minas Gerais and Espírito Santo, through the dumping of iron mining tailings, causing the death of animals along the river and resulting in a risk to human health.
28	9082392-E	N/A	N/A	IBAMA	BRL 50,000,000.00	12/11/2015	Making an urban area unfit for human occupation as a result of the Fundão Dam collapse.
29	9118721-E	N/A	N/A	IBAMA	BRL 50,000,000.00	11/11/2016	Failure to adopt, when required by the competent authority, precautionary and containment measures in the event of a risk of serious environmental damage (sediment being carried into water bodies).

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Subsection II - ICMBio

NO.	PROCEDURE	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
1	02125.000582/2022. 67	1st Instance	Administrative	ICMBio	BRL 50,000,000.00	05/05/2022	Notice of Infraction issued by ICMBio (ES region) received by Samarco on 05/06/2022 in the amount of BRL 50 million. Failing to take the necessary measures to stop the continued Damage to the Federal Conservation Units referred to in the Notice of Infraction. Causing pollution from the collapse of the Fundão Dam. Causing significant and continued destruction of Biodiversity in the Conservation Units.

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Subsection III - Environmental Bodies of the State of Minas Gerais

NO.	PROCEDURE	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
1	02125.000582/2022. 67	1st Instance	Administrative	ICMBio	BRL 50,000,000.00	05/05/2022	Notice of Infraction issued by ICMBio (ES region) received by Samarco on 05/06/2022 in the amount of BRL 50 million. Failing to take the necessary measures to stop the continued Damage to the Federal Conservation Units referred to in the Notice of Infraction. Causing pollution from the collapse of the Fundão Dam. Causing significant and continued destruction of Biodiversity in the Conservation Units.
2	55978/2016	2nd Instance	Administrative	SEMAD	BRL 5,646,463.73	04/07/2016	Notice of Infraction issued as a result of the impacts of the Fundão Dam collapse for: (i) “suppressing and causing the death of 1104 hectares of forest, in a permanent preservation area, through the spillage of mining tailings, in areas within a conservation unit, APE - Ouro Preto/Mariana and APA - Barra Longa, without authorization from the competent body”; (ii) “suppressing and causing the death of forests on 6 hectares, in a permanent preservation area, through the spillage of mining tailings, without authorization from the competent body”; and (iii) “suppressing and causing the death of forests, on 301 hectares, in a common area, through the spillage of mining tailings, without a license or authorization from the environmental body”.
3	109152/2017	1st Instance	Administrative	SEMAD	BRL 0.00	31/07/2017	Suppression of vegetation and clearing of land in an APP area - Floresta Farm.
4	4992/2016	2nd instance	Administrative	SGRAI/SEMAD	BRL 33,230.89	28/03/2016	Notice of infraction issued based on the following description of the infraction: “the values of the volumes projected for the reservoirs of Dikes 1 and 2 of the Fundão Dam, informed in the RADA of Process 00015/1984/095/2013 resulted in a value (12.4 million m3) well below the value of the volume of tailings disposed of declared in FEAM’s Bank of Environmental Declarations.

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NO.	PROCEDURE	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
5	4956/2016	1st Instance	Administrative	SGRAI/SEMAD	BRL 1,246,095.90	10/03/2016	Notice of infraction for “operating an activity that is effectively or potentially polluting or degrading the environment without an operating license, once the existence of pollution or environmental degradation has been verified. Receiving and disposing of tailings from the Vale company at the Fundão Dam, without having an environmental license for this purpose”.
6	88259/2016	2nd instance	Administrative	SUCFIS	BRL 830,730.60	04/04/2016	Causing environmental pollution by dumping tailings from the Fundão Dam into the Santarém Stream.
7	5619/2015	2nd instance	Administrative	SUCFIS	BRL 751,269.18	03/12/2015	Notice of infraction issued for discharging sludge into a watercourse from a water treatment plant and storing products used in water treatment incorrectly - in the open, without waterproofing (...)
8	95704/2017	2nd instance	Administrative	SUCFIS	BRL 56,838,460.60	30/05/2017	As a result of the collapse of the Fundão dam, the death of more than 200,000 fish of 90 different species in the Santarém stream, the Gualaxo do Norte River, the Carmo River and the Doce River, due to changes in water quality or a reduction in the oxygenation level.
9	204593/2020	2nd instance	Administrative	FEAM	BRL 83,074.72	28/08/2020	This is an infraction notice issued for “providing false information or tampering with technical data requested by SEMAD and its related entities, regardless of intent”. “Quantification and correct disposal of dead animals; analysis of the characterization of the mud deposited”
10	89194/2016	1st Instance	Administrative	FEAM	BRL 33,230.89	14/03/2016	Notice of infraction issued for “withholding data and information requested by COPAM and its related entities, failing to present the project” the raising of the Fundão Dam, which was in progress at the time of the accident”.

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NO.	PROCEDURE	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
11	69352/2016	1st Instance	Administrative	PMMG	BRL 16,616.27	14/10/2016	Notice of Infraction issued for "operating an activity to dispose of mining waste originating from the collapse of the Fundão dam, in an area of 1.4ha and with 18 declared employees, without a LO or TAC with the competent environmental agency. Place of Infraction: Exhibition Park/Football Field, Municipality of Barra Longa. The activity was not suspended due to its emergency nature.
12	69351/2016	1st Instance	Administrative	PMMG	BRL 16,616.27	14/10/2016	Notice of Infraction issued for "operating an activity to dispose of mining waste originating from the collapse of the Fundão dam in an area of 3.42ha and with 15 employees, without a LO or TAC with the environmental agency. Place of Infraction: Vista Alegre Farm, Rural Area, Municipality of Barra Longa. The suspension of the activity was not ordered due to its emergency nature."
13	69353/2016	1st Instance	Administrative	PMMG	BRL 2,990.64	14/10/2016	Notice of Infraction issued for "intervening in APP (within the 100m strip on the bank of the Carmo River, whose bed width is 45m at the site), by disposing of mining waste originating from the collapse of the Fundão dam, in an area of 1.6ha, without the DAIA (authorizing document for environmental intervention). Site of violation: Exhibition Park/Football Field, Barra Longa municipality. The intervention was not suspended due to its emergency nature.
14	001255/2016	2nd instance	Administrative	PMMG	BRL 1,495.32	22/02/2017	Intervening in a permanent preservation area, by building one (01) pond for the purpose of raising fish, near a marshy area, without environmental authorization.
15	11.159/2016	N/A	N/A	SUCFIS	BRL 110,186.65	30/03/2016	Withholding data or information requested by COPAM, the URCs or SEMAD and its related entities.

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Subsection IV - Environmental Bodies of the State of Espírito Santo

NO.	PROCEDURE	NOTIFICATION	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
1	94588	76939049	1st Instance	Administrative	IEMA - State Environmental Institute	BRL 0.00	23/11/2018	IEMA issued Fine Notice No. 032/2017 for the alleged contamination of Monsarás Lagoon by material from the environmental accident involving the collapse of the tailings dam called “Fundão” in Mariana/MG, owned by the mining company Samarco S.A., as a result of the rise in the level of the Doce River.
2	15066	0652016	1st Instance	Administrative	IEMA and the State of Espírito Santo	BRL 0.00	22/07/2016	Warning for non-compliance with item 3 of Notice 12.348- B, setting a deadline of five (5) days from receipt of the notification to comply with the notice, under penalty of a fine. Item 3 of the Notice of Intimidation stated: Dead animals from the Fundão Dam collapse that have been collected and require temporary storage must be kept under refrigeration before final disposal, or subjected to another conservation method.
3	7007	Warning Notice no.251/2015	1st Instance	Administrative	IEMA - IE	BRL 0.00	05/01/2016	Warning for non-compliance with the following items: (i) 06 of Notice of Intimidation no. 12346; and (ii) 01 and 02 of Notice of Intimidation no. 12347, ordered to comply within twenty-four (24) hours under penalty of a daily fine for non-compliance. In relation to Notice 12347, IEMA ordered the installation of a governance management model for studies and analysis to identify the uses and economic activities related to the Doce River and their risks, as well as a social communication plan. With regard to notice 12346 in item 6, IEMA ordered the implementation of an ongoing plan to monitor the persistence of pollutants as a result of the collapse of the Fundão Dam in water, soil, terrestrial and marine fauna and its consequences.
4	15036	72920548	1st Instance	Administrative	IEMA and the State of Espírito Santo	BRL 0.00	21/06/2016	Warning for non-compliance with Notice of Intimation no. 12.365 as a result of the collapse of the Fundão dam setting a deadline of forty-eight (48) hours from receipt of the notification to comply with the notice, under penalty of a daily fine. The summons ordered that an urgent public hearing be held, as well as other related measures.

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NO.	PROCEDURE	NOTIFICATION	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
5	15093	72919132	1st Instance	Administrative	IEMA and the State of Espírito Santo	BRL 0.00	28/03/2016	Warning for non-compliance with Notice of Intimidation No. 12,349 and a 48-hour deadline, from receipt of the notice, to comply with the notice under penalty of a daily fine. The Notice ordered the immediate establishment of a dialog with rural landowners and riverside dwellers in the Foz region with a view to drawing up, together with them, a Work Plan, including a physical and financial timetable, which outlines short-term alternatives for the resumption of animal and plant production activities, as well as eco-agrotourism activities on the properties.
6	15088	72920270	1st Instance	Administrative	IEMA and the State of Espírito Santo	BRL 0.00	22/07/2016	Warning for non-compliance with item 3 of Official Letter No. 41/2016, setting a deadline of five (5) days from receipt of the notification to comply with the notice, under penalty of a fine. Item 3 of Official Letter No. 41/2016 stipulated the monthly submission of an Inspection Report with weekly data on the impacts caused by the waste generated by the recurrence of the disaster throughout the affected area in the state of Espírito Santo.
7	15068	72920270	1st Instance	Administrative	IEMA and the State of Espírito Santo	BRL 0.00	22/07/2016	Warning for non-compliance with item 1 of Official Letter No. 41/2016, setting a deadline of 5 days from receipt of the notification to comply with the notice under penalty of a fine. As a result of the environmental degradation caused to the Doce River Basin by the collapse of the Fundão Dam, item 1 of Official Letter No. 41/2016 stipulated: Presentation of the Solid Waste Management Plan (PGRS), structured based on assessments of the impacts observed so far and those expected.
8	15059	72920270	1st Instance	Administrative	IEMA and the State of Espírito Santo	BRL 0.00	22/07/2016	Warning for non-compliance with item 1 of Notice 12.348- B, setting a deadline of five (5) days from receipt of the notice to comply with the notice, under penalty of a fine As a result of the environmental degradation caused to the Doce River Basin by the Fundão Dam collapse, item 1 of the Notice of Intimidation stated: The final disposal of dead animals and vegetation waste in unauthorized or environmentally unlicensed locations is prohibited.

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NO.	PROCEDURE	NOTIFICATION	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
9	15060	72920602	1st Instance	Administrative	IEMA and the State of Espírito Santo	BRL 0.00	21/06/2016	Warning for non-compliance with Notice of Intimidation No. 12.363, setting a deadline of forty-eight (48) hours from receipt of the notice to comply with the notice under penalty of a daily fine. The Notice of Intimidation ordered the immediate establishment of a dialog with the fishing community and the like in the estuary region with a view to drawing up, together with them, a work plan, including a physical and financial timetable, which outlines short- term alternatives for resuming fishing or harvesting activities, as well as eco- tourism activities involving fishermen's boats and services and the like.
10	15071	72920386	1st Instance	Administrative	IEMA and the State of Espírito Santo	BRL 0.00	16/03/2016	Warning for non-compliance with Notice of Intimation No. 12.351, which, as a result of the collapse of the Fundão Dam, ordered the presentation of a plan agreed between the company and the Baixo Guandu SAEE within thirty (30) days. Failure to submit the agreed plan within five (5) days will subject the company to the other penalties provided for by law, including a daily fine.
11	6888	72917903	1st Instance	Administrative	IEMA - IE	BRL 0.00	05/02/2016	Warning issued for non-compliance with Notice of Intimidation No. 12.357, which required the submission of a preliminary work plan, including a physical and financial schedule, aimed at regulating emergency actions to minimize or compensate for the social and economic losses suffered by the tourism sector at the mouth of the Doce River.
12	6873	Warning Notice no.234/2015	1st Instance	Administrative	IEMA - IE	BRL 0.00	19/11/2015	IEMA issued a Warning Notice ordering the submission of the report requested in Notice No. 12.347, item 01 (Identify the main uses of water and the types of economic activities carried out along the entire length of the Espírito Santo portion of the Doce River, such as: fishing, sanitation, agriculture, industries, among others), under penalty of a fine of non-compliance.

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NO.	PROCEDURE	NOTIFICATION	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
13	131703	72920483 Notice 12355/2015	1st Instance	Administrative	IEMA – IEMA	BRL 0.00	16/12/2015	Notice of Intimidation GIF no. 12.355 by this environmental authority, determining, among other obligations, that the company immediately adopt the following measures: (i) urgently carry out the rehabilitation of the Pancas and São João Grande Rivers in the municipality of Colatina, along the lines of that carried out on the Guandú River, in order to capture water and make it available to the population; (ii) urgently provide assistance (financial and material) to fishermen as specified by the authority; (ii) present the Action Plan produced jointly with the Brazilian Navy at a meeting held with the fishermen in Regência, as well as the results, if any, already achieved; (iv) carry out a survey of economic losses in the agriculture, livestock and tourism sectors with a view to providing financial compensation to those affected; and (v) submit the reports on the actions mentioned above to IEMA on a weekly basis.
14	128998	12345/2015	1st Instance	Administrative	IEMA	BRL 0.00	11/11/2015	Notice of Intimation No. 12.345/2015 was issued on 8 November 2015, ordering the implementation of various measures to mitigate the environmental and social damage caused by the Fundão Dam collapse.
15	23100	73833266	1st Instance	Administrative	IEMA and the State of Espírito Santo	BRL 0.00	30/04/2016	With reference to GFI Notice No. 12373 of 29/03/2016, Samarco was required to protect water resources potentially affected by events involving an increase in the level of the Doce River (river flooding).
16	15085	72920270	1st Instance	Administrative	IEMA and the State of Espírito Santo	BRL 0.00	22/07/2016	Warning for non-compliance with item 4 of Notice of Intimidation no. 12.348-B, setting a deadline of five (5) days, from receipt of the notice, to comply with the notice under penalty of a fine. Item 4 of the Notice of Intimidation stated: If it is not possible to classify the waste collected as a result of the Fundão Dam collapse, in accordance with NBR 10004- 2004, it must be sent to hazardous waste landfills or incinerators, duly authorized or environmentally licensed.

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NO.	PROCEDURE	NOTIFICATION	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
17	6894	148/20157 2518561	1st Instance	Administrative	IEMA - IE	BRL 300,000.00	13/11/2015	Fine for failing to fully comply with item no. 04 of Notice of Intimidation no. 12345/2015 within the deadline set, namely: Provide an independent, multidisciplinary team of specialists, preferably from academia available in the region, for continuous monitoring and issuing technical reports on the impacts on all the affected environments: physical, biotic and anthropic, as well as monitoring the entire affected area.
18	31466	73833177	2nd instance	Administrative	IEMA - IE	BRL 4,000.00	30/10/2017	Fine Notice n. 235-D/2017 Ref.: IEMA Process n. 73833177 and ES State Government Process n. 3087 issued in relation to the Fundão Dam Collapse, Description of Infraction: Provided false information through Protocols n. 4668/2017 and 4445/2017 - SEQ 0427/2017/GJU and n. 5866/2017 - SEQ 0427-022017/GJU, as the lagoons of the lower course of the Doce River were not included in the Tailings Management Plan, as mentioned in the aforementioned protocols.
19	41204	313/2017	1st Instance	Administrative	IEMA and the State of Espírito Santo	BRL 0.00	30/10/2017	Warning Notice issued because the documents filed under Nos. 4668/2017, 4446/2017 and 5866/2017 allegedly did not fully comply with what was requested in Official Letter No. 693/16-DP-IEMA. In addition, Samarco was required to fully comply with Official Letter No. 693/16-DP-IEMA within five (5) working days, under penalty of a daily fine.
20	19080	74952277	1st Instance	Administrative	IEMA and the State of Espírito Santo	BRL 0.00	12/09/2016	Failure to comply with Notice of Intimation no. 12.374/2016. A deadline of forty-eight (48) hours was set for compliance, under penalty of a daily fine. The Notice ordered the removal, within five (5) days, of waste and debris from the dams located in the following places: Córrego Ouro, Córrego Terra Altinha, Lagoa Nova, Córrego Lagoa do Limão, Córrego Terra Alta, Rio Pequeno, Lagoa Cobra Verde and Lagoa da Boa Morte, as well as other related measures.

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NO.	PROCEDURE	NOTIFICATION	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
21	15069	72920270	1st Instance	Administrative	IEMA and the State of Espírito Santo	BRL 0.00	22/07/2016	Warning for non-compliance of item 2 of the Official Letter n. 41/2016, setting a deadline of five (5) days from receipt of the notification to comply with the notice under penalty of fine. Item 2 of Official Letter no. 41/2016 stipulated: Presentation of a report and report on the analyses carried out on the dead animals collected, including at least the parameters consistent with those analyzed in the river's water and sediment, stating the methodology used, in accordance with current technical standards.
22	29528	76719880	1st Instance	Administrative	IEMA and the State of Espírito Santo	BRL 0.00	03/01/2018	Warning Notice No. 0179/2017 and Technical Note GTECAD Biodiversity Fauna and Flora No. 004/2017, through which this environmental body ordered the Company to submit, within five (5) working days, a Work Plan to comply with the aforementioned Technical Note.
23	15081	72920270	1st Instance	Administrative	IEMA and the State of Espírito Santo	BRL 0.00	22/07/2016	Warning for non-compliance with item 2 of Notice of Intimidation no. 12.348-B, setting a deadline of five (5) days, from receipt of the notice, to comply with the notice under penalty of a fine. Item 2 of the Notice stated: Dead animals resulting from the Fundão Dam collapse must be collected and transported by vehicles authorized or environmentally licensed for this purpose.
24	23349	76719880	1st Instance	Administrative	IEMA and the State of Espírito Santo	BRL 0.00	09/02/2017	A warning notice determining various measures, such as assessing and monitoring the impact of the event on terrestrial and aquatic flora in the areas affected and in contact with the mining tailings throughout the state of Espírito Santo, as well as related measures.
25	72518650	Notice of Infringement no. 79/2015	N/A	N/A	IEMA	BRL 50,000.00	23/11/2015	Failure to comply with Notice of Intimidation no. 12347, not sufficiently preventing impacts on the physical, biotic and anthropic environments.
26	73833266	Notice of Infringement no. 26/2016	N/A	N/A	IEMA	BRL 400,000.00	30/03/2016	Affecting Lagoa Nova and Lagoa Monsarás by the contribution of suspended material present in the Doce River, containing mining tailings from the Fundão dam accident, causing the incorporation of unnatural elements into these lake environments, as well as causing inconvenience to the well-being of the local Population that directly or indirectly uses the water resources of these springs population that directly or indirectly uses the water resources of these springs.

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NO.	PROCEDURE	NOTIFICATION	INSTANCE	SPHERE	OPPOSING PARTY	AMOUNT	DATE OF SUMMONS	OBJECT
27	73833266	Notice of Infringement no. 32/2017	N/A	N/A	IEMA	BRL 300,000.00	19/01/2017	Monsarás Lagoa affected by suspended material present in Doce River from the Samarco mining tailings dam, known as the “Fundão” dam, which collapsed in Mariana, Minas Gerais.
28	565-D/2019	Notice of fine no. 565-D/2019	N/A	Administrative	IEMA	BRL 4,500.00	05/09/2019	Carrying out work to reinforce the slope dam and bottom spillway without a license or authorization from the competent environmental agency.

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DEFINITIONS

AGERH	State Water Resources Agency
ANA	National Water and Sanitation Agency
ANEEL	National Electric Agency
ANM	National Mining Agency
ANVISA	National Health Surveillance Agency
COPASA	Minas Gerais Sanitation Company
DNPM	National Department of Mineral Production
DPES	Public Defender's Office of the State of Espírito Santo
DPMG	Public Defender's Office of the State of Minas Gerais
DPU	Federal Public Defender's Office
Companies	Samarco, Vale and BHP
FCP	Palmares Cultural Foundation
FEAM	State Environment Foundation
FUNAI	National Foundation for Indigenous People
IBAMA	Brazilian Institute for the Environment and Renewable Natural Resources
ICMBio	Chico Mendes Institute for Biodiversity Conservation
IDAF	Espírito Santo Agricultural and Forestry Defense Institute
IEF	State Forestry Institute

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IEMA	State Institute for the Environment and Water Resources
IGAM	Minas Gerais Institute of Water Management
INCRA	National Institute for Colonization and Agrarian Reform
iPAZ	Institute for Sustainable Research and Action
MPES	Public Prosecutor's Office of Espírito Santo
MPF	Federal Public Prosecutor's Office
MPMG	Public Prosecutor's Office of the State of Minas Gerais
PMMG	Minas Gerais Military Police
SAAE	Autonomous Water and Sewage Service
SANEAR	Resende Municipal Sanitation Agency
SEFAZ-ES	Espírito Santo State Treasury Department
SEMAD	State Secretariat for the Environment and Sustainable Development
SGRAI	Undersecretariat for Integrated Environmental Management and Regularization
SUCFIS	Undersecretariat for Integrated Environmental Control and Surveillance

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Exhibit 8.1

List of Subsidiaries and Certain Other Entities

#	Company Name	Country
	Wholly owned subsidiaries	
1.	141 Union Company	United States of America
2.	Agnew Pastoral Company Pty Ltd	Australia
3.	Albion Downs Pty Limited	Australia
4.	Araguaia Participaçóes Ltda	Brazil
5.	ARL Holdings Ltd	Bermuda
6.	ARL South America Exploration Ltd	Bermuda
7.	Avanco Holdings Pty Ltd	Australia
8.	Avanco Lux S.ar.l	Luxembourg
9.	Avanco Lux S.C.S.	Avanco Lux S.C.S.
10.	Avanco Resources Mineração Ltda	Brazil
11.	Avanco Resources Pty Ltd[(a)(b)]	Australia
12.	AVB Brazil Pty Ltd	Australia
13.	AVB Carajás Holdings Pty Ltd	Australia
14.	AVB Copper Pty Ltd	Australia
15.	AVB Mineração Ltda	Brazil
16.	AVB Minerals Pty Ltd	Australia
17.	BHP (AUS) DDS Pty Ltd	Australia
18.	BHP (Towage Services) Pty Ltd[(a)(b)]	Australia
19.	BHP Aluminum Australia Pty Ltd	Australia
20.	BHP Billiton (UK) DDS Limited	United Kingdom
21.	BHP Billiton (UK) Limited	United Kingdom
22.	BHP Billiton Brasil Ltda	Brazil
23.	BHP Billiton Company B.V.	Netherlands
24.	BHP Billiton Finance (USA) Limited	Australia
25.	BHP Billiton Finance B.V.	Netherlands
26.	BHP Billiton Finance Limited	Australia
27.	BHP Billiton Finance Plc	United Kingdom
28.	BHP Billiton Freight Singapore Pte Limited	Singapore
29.	BHP Billiton Group Limited	United Kingdom
30.	BHP Billiton Holdings Limited	United Kingdom
31.	BHP Billiton International Metals B.V.	Netherlands
32.	BHP Billiton International Services Limited	United Kingdom
33.	BHP Billiton International Trading (Shanghai) Co. Ltd	China
34.	BHP Billiton Marketing AG	Switzerland
35.	BHP Billiton Marketing Asia Pte Ltd	Singapore
36.	BHP Billiton Marketing UK Limited	United Kingdom
37.	BHP Billiton Petroleum Great Britain Limited	United Kingdom
38.	BHP Billiton Services Jersey Limited	Jersey
39.	BHP Billiton SSM Development Pty Ltd	Australia
40.	BHP Billiton Sustainable Communities	United Kingdom
41.	BHP Billiton UK Holdings Limited	British Virgin Islands
42.	BHP Billiton UK Investments Limited	British Virgin Islands
43.	BHP BK Limited	United Kingdom
44.	BHP Canada Inc.	Canada
45.	BHP Capital No. 20 Pty Limited	Australia
46.	BHP Chile Inc.	United States of America

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47.	BHP Chile Inversiones Limitada	Chile
48.	BHP Coal Pty Ltd[a][b]	Australia
49.	BHP Copper Inc.	United States of America
50.	BHP Direct Reduced Iron Pty Limited[a]	Australia
51.	BHP Energy Coal Australia Pty Ltd	Australia
52.	BHP Escondida Inc.	United States of America
53.	BHP Exploration Chile SpA	Chile
54.	BHP Finance (International) Inc.	United States of America
55.	BHP Finance Limited	United Kingdom
56.	BHP Foreign Holdings Inc.	United States of America
57.	BHP Foundation	United States of America
58.	BHP Freight Pty Ltd[a]	Australia
59.	BHP Group (UK) Ltd	United Kingdom
60.	BHP Group Holdings Limited	United Kingdom
61.	BHP Group Operations Pty Ltd[a][b]	Australia
62.	BHP Holdings (International) Inc.	United States of America
63.	BHP Holdings (USA) Inc.	United States of America
64.	BHP Holdings International (Investments) Inc.	United States of America
65.	BHP Holdings Limited	United Kingdom
66.	BHP Innovation Pty Ltd[a]	Australia
67.	BHP Internacional Participaçóes Ltda	Brazil
68.	BHP International Finance Corp	United States of America
69.	BHP International Services Limited	United Kingdom
70.	BHP Investments Canada Inc	Canada
71.	BHP IO Mining Pty Ltd	Australia
72.	BHP IO Workshop Pty Ltd	Australia
73.	BHP Iron Ore Holdings Pty Ltd	Australia
74.	BHP Iron Ore Pty Ltd[a][b]	Australia
75.	BHP Japan Limited	Japan
76.	BHP Lonsdale Investments Pty Ltd[a]	Australia
77.	BHP Manganese Australia Pty Ltd	Australia
78.	BHP Marine & General Insurances Pty Ltd	Australia
79.	BHP Marketing North America Inc.	United States of America
80.	BHP Marketing Services India Pvt Ltd	India
81.	BHP Marketing UK Limited	United Kingdom
82.	BHP Metals Exploration d.o.o. Beograd	Serbia
83.	BHP Metals Exploration Pty Ltd	Australia
84.	BHP MetCoal Holdings Pty Ltd[a][b]	Australia
85.	BHP Midgard AB	Sweden
86.	BHP Mineral Resources Inc.	United States of America
87.	BHP Minerals (Shanghai) Co., Ltd	China
88.	BHP Minerals Europe Limited (in liquidation)	United Kingdom
89.	BHP Minerals Exploration Inc.	United States of America
90.	BHP Minerals Holdings Proprietary Limited[a][b]	Australia
91.	BHP Minerals India Private Limited	India
92.	BHP Minerals International Exploration Inc.	United States of America
93.	BHP Minerals International LLC	United States of America
94.	BHP Minerals Pty Ltd[a][b]	Australia
95.	BHP Minerals Service Company	United States of America
96.	BHP New Mexico Coal Inc.	United States of America
97.	BHP Nickel Operations Pty Ltd	Australia
98.	BHP Nickel West Pty Ltd[a][b]	Australia
99.	BHP Olympic Dam Corporation Pty Ltd[a][b]	Australia
100.	BHP Peru Holdings Inc.	United States of America
101.	BHP Pty Ltd	Australia
102.	BHP Queensland Coal Investments Pty Ltd	Australia

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103.	BHP Queensland Coal Limited	United States of America
104.	BHP Resolution Holdings LLC	United States of America
105.	BHP Shared Business Services Pty Ltd	Australia
106.	BHP Shared Services Malaysia Sdn. Bhd.	Malaysia
107.	BHP SSM Indonesia Holdings Pty Ltd	Australia
108.	BHP SSM International Pty Ltd	Australia
109.	BHP Titanium Minerals Pty Ltd	Australia
110.	BHP Towage Services (Boodarie) Pty Ltd	Australia
111.	BHP Towage Services (Iron Brolga) Pty Ltd	Australia
112.	BHP Towage Services (Iron Corella) Pty Ltd	Australia
113.	BHP Towage Services (Iron Ibis) Pty Ltd	Australia
114.	BHP Towage Services (Iron Kestrel) Pty Ltd	Australia
115.	BHP Towage Services (Iron Osprey) Pty Ltd	Australia
116.	BHP Towage Services (Iron Quail) Pty Ltd	Australia
117.	BHP Towage Services (Iron Robin) Pty Ltd	Australia
118.	BHP Towage Services (Iron Whistler) Pty Ltd	Australia
119.	BHP Towage Services (Iron Wren) Pty Ltd	Australia
120.	BHP Towage Services (Mallina) Pty Ltd	Australia
121.	BHP Towage Services (RT Atlantis) Pty Ltd	Australia
122.	BHP Towage Services (RT Clerke) Pty Ltd	Australia
123.	BHP Towage Services (Iron Dove) Pty Ltd	Australia
124.	BHP Towage Services (RT Discovery) Pty Ltd	Australia
125.	BHP Towage Services (RT Endeavour) Pty Ltd	Australia
126.	BHP Towage Services (RT Enterprise) Pty Ltd	Australia
127.	BHP Towage Services (RT Imperieuse) Pty Ltd	Australia
128.	BHP Towage Services (RT Inspiration) Pty Ltd	Australia
129.	BHP Towage Services (Iron Finch) Pty Ltd	Australia
130.	BHP Ventures US Inc	United States
131.	BHP WAIO Pty Ltd[a][b]	Australia
132.	BHP Western Mining Resources International Pty Ltd	Australia
133.	BHP World Exploration Inc.	Canada
134.	BHP Yakabindie Nickel Pty Ltd[a][b]	Australia
135.	Billiton Australia Finance Pty Ltd	Australia
136.	Billiton Development B.V.	Netherlands
137.	Billiton Executive Pension Scheme Trustee Limited	United Kingdom
138.	Billiton Guinea B.V.	Netherlands
139.	Billiton Investment 3 B.V.	Netherlands
140.	Billiton Investment 8 B.V.	Netherlands
141.	Billiton Investments Ireland Limited	Ireland
142.	Billiton Marketing Holding B.V.	Netherlands
143.	Billiton Suriname Holdings B.V. (in liquidation)	Netherlands
144.	Broadmeadow Mine Services Pty Ltd[a]	Australia
145.	Carrapateena Pty Ltd[a][b]	Australia
146.	Carson Hill Gold Mining Corporation	United States of America
147.	Cassini Resources Pty Ltd	Australia
148.	Central Queensland Services Pty Ltd[a]	Australia
149.	Cerro-Quebrado S.A.	Ecuador
150.	Coal Mines Australia Pty Ltd	Australia
151.	Compañía Minera Cerro Colorado Limitada	Chile
152.	Consolidated Nominees Proprietary Limited	South Africa
153.	Crossbow Resources Pty Ltd	Australia
154.	CTP Assets Pty Ltd	Australia
155.	CTP Operations Pty Ltd	Australia
156.	Estrela Metals Pty Ltd	Australia
157.	Global BHP Copper Ltd	Cayman Islands
158.	Hay Point Services Pty Limited[a]	Australia

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159.	Hunter Valley Energy Coal Pty Ltd	Australia
160.	Jenipapo Recursos Naturais Ltda	Brazil
161.	Marcona International S.A.	Panama
162.	Mineração Águas Boas Ltda	Brazil
163.	Minera Spence SA	Chile
164.	Minotaur Resources Holdings Pty Ltd[(a)(b)]	Australia
165.	Mt Arthur Coal Pty Limited	Australia
166.	Mt Arthur Underground Pty Ltd	Australia
167.	Operation Services Chile SpA	Chile
168.	OS ACPM Pty Ltd[(a)(b)]	Australia
169.	OS MCAP Pty Ltd[(a)(b)]	Australia
170.	OZ Exploration Pty Ltd	Australia
171.	OZ Minerals Pty Ltd[(a)(b)]	Australia
172.	OZ Minerals Brazil (Holdings) Pty Ltd[(a)(b)]	Australia
173.	OZ Minerals Carrapateena Pty Ltd[(a)(b)]	Australia
174.	OZ Minerals Equity Pty Ltd	Australia
175.	OZ Minerals Group Treasury Pty Ltd	Australia
176.	OZ Minerals Holdings Pty Ltd	Australia
177.	OZ Minerals Insurance Pte Ltd	Singapore
178.	OZ Minerals International (Holdings) Pty Ltd	Australia
179.	OZ Minerals Investments Pty Ltd	Australia
180.	OZ Minerals Jamaica Limited	Jamaica
181.	OZ Minerals Musgrave Holdings Pty Ltd[(a)]	Australia
182.	OZ Minerals Musgrave Operations Pty Ltd[(a)]	Australia
183.	OZ Minerals Prominent Hill Operations Pty Ltd[(a)(b)]	Australia
184.	OZ Minerals Prominent Hill Pty Ltd[(a)(b)]	Australia
185.	OZ Minerals Services Pty Ltd	Australia
186.	OZ Minerals Zinifex Holdings Pty Ltd	Australia
187.	OZM Carrapateena Pty Ltd[(a)]	Australia
188.	Phoenix Mining Finance Company Proprietary Limited (in liquidation)	South Africa
189.	Pilbara Gas Pty Limited[(a)]	Australia
190.	Pilbara Pastoral Company Pty Limited	Australia
191.	PT Billiton Indonesia	Indonesia
192.	RAL Cayman Inc.	Cayman Islands
193.	Rio Algom Exploration Inc.	Canada
194.	Rio Algom Investments (Chile) Inc.	Canada
195.	Rio Algom Limited	Canada
196.	Rio Algom Mining LLC	United States of America
197.	Riocerro Inc.	Cayman Islands
198.	Riochile Inc.	Cayman Islands
199.	SLM Santa Lucia Mineração Eireli	Brazil
200.	Stein Insurance Company Limited	Guernsey
201.	Tamakaya Energia SpA	Chile
202.	The Broken Hill Proprietary Company Pty Ltd[(a)(b)]	Australia
203.	UMAL Consolidated Pty Ltd[(a)(b)]	Australia
204.	United Iron Pty Ltd	Australia
205.	Westminer Insurance Pte Ltd	Singapore
206.	Wirraway Metals & Mining Pty Ltd	Australia
207.	WMC Corporate Services Inc.	United States of America
208.	WMC Finance (USA) Limited	Australia
209.	WMC Mineracao Ltda.	Brazil
210.	ZRUS Holdings Pty Ltd	Australia

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Subsidiaries where effective interest is less than 100 per cent

211.	BHP Billiton (Philippines) Inc. (99.99%)	Philippines
212.	BHP Iron Ore (Jimblebar) Pty Ltd (85%)	Australia
213.	BHP Shared Services Philippines Inc. (99.99%)	Philippines
214.	Consórcio Santos Luz de Imóveis Ltda (90%)	Brazil
215.	Kelti S.A. (57.5%)	Chile
216.	Minera Escondida Ltda (57.5%)	Chile
217.	QNI Philippines Inc. (99.99%)	Philippines

Joint operations

218.	Mt Goldsworthy (85%)	Australia
219.	Mt Newman (85%)	Australia
220.	Yandi (85%)	Australia
221.	Central Queensland Coal Associates (50%)	Australia
222.	BHP SaskPower Carbon Capture and Storage (CCS) Knowledge Centre Inc. (50%)	Canada
223.	BM Alliance Coal Marketing Pty Limited (50%)	Australia
224.	BM Alliance Coal Operations Pty Limited (50%)	Australia
225.	BM Alliance Marketing Pte Ltd (50%)	Singapore
226.	BMA Japan KK (50%)	Japan

Joint ventures and associates

227.	Compañía Minera Antamina S.A. (33.75%)	Peru
	Filo Corp. (50%)	Canada
228.	Global HubCo B.V. (33.33%)	Netherlands
229.	NCIG Holdings Pty Ltd (27.98%)	Australia
230.	Resolution Copper Mining LLC (45%)	United States of America
231.	RightShip Group Pte Ltd (33.33%)	Singapore
232.	Samarco Mineração S.A. (50%)	Brazil
233.	Vicuña Argentina S.A. (50%)	Argentina
234.	Vicuña Corp. (50%)	Canada
235.	Vicuña Holdings (Bermuda) V Ltd. (50%)	Bermuda
236.	Deprominsa Uruguay B.V. (50%)	Netherlands
237.	Filo del Sol Chile Holdings Inc. (50%)	Canada
238.	Filo del Sol Exploración S.A. (50%)	Argentina
239.	Filo del Sol Holdings Inc. (50%)	Canada
240.	Filo del Sol Uruguay S.A. (50%)	Uruguay
241.	Las Pailas SRL (50%)	Argentina
242.	Vicuña Chile SpA (50%)	Chile
243.	Vicuña Holdings Inc. (50%)	Canada
244.	Vicuña Holdings (Bermuda) IV Ltd. (50%)	Bermuda
245.	Vicuña Resources Inc. (50%)	Canada

(a) These companies are parties to the Limited Deed of Cross Guarantee (Deed) and members of the Closed Group as at 30 June 2025.
(b) These companies are parties to the Deed and are relieved from the Corporations Act 2001 requirements for preparation, audit and lodgment of financial reports and Directors' reports.

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Exhibit 11.1



Securities Dealing Policy

Approved by the Board of BHP Group Limited to take effect on 1 October 2024

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1. What is this policy about?

This policy is intended to assist BHP directors, employees and contractors to comply with their legal obligations when dealing in securities of BHP Group Limited and its related bodies corporate (**BHP**) (**BHP securities**), including under insider trading laws, and to protect the reputation of BHP.

Compliance with insider trading laws and this Securities Dealing Policy is each individual's responsibility. Breach of this policy will be regarded by BHP as serious misconduct which may lead to disciplinary action including dismissal. Breaches of the insider trading laws have serious consequences for both the individual and BHP, which may include financial penalties and imprisonment.

Strict compliance with this policy is mandatory. BHP will take a substance over form approach and will have regard to the intent and spirit of this policy when applying and enforcing it.

For further information on this policy or any questions on how this policy applies to a proposed dealing, please contact Group Governance.

2. Who does this policy apply to?

This policy applies to all BHP directors, employees and contractors.

There are additional restrictions that apply to certain persons, including participants in BHP's employee incentive plans, Restricted Persons and Persons Discharging Managerial Responsibilities (**PDMRs**) and Persons Closely Associated (**PCA**) with PDMRs (see section 4 below).

3. What restrictions apply?

No dealing while in possession of Inside Information

BHP directors, employees and contractors who have **Inside Information** in respect of BHP must not:

- deal (or deal on behalf of a third party) in any BHP securities;
- advise, procure or encourage another person to deal in BHP securities; or
- communicate Inside Information to others who may deal in BHP securities.

Inside Information is information that is not generally available to the market, and if it were generally available to the market, a reasonable person would expect it to have a material effect (upwards or downwards) on the price or value of a security. Inside Information may include matters of supposition, matters that are not yet certain and matters relating to a person's intentions.

Participation in any of the activities listed above is called 'insider trading'.

Dealing in securities

Dealing includes any transaction or change affecting title to or interest in securities, including:

- any application for, acquisition or disposal of, or agreement to apply for, acquire or dispose of securities;
- entry into a contract to secure a profit or avoid a loss by reference to price fluctuations;
- the grant, acceptance, acquisition, disposal, exercise or discharge of any option;
- entry into, termination of, assignment of, or novation of any stock lending agreement;
- use as security, or otherwise granting a charge, lien or other encumbrance over securities;
- any transaction, or the exercise of any power or discretion, effecting a change of ownership of a beneficial interest;
- any other right or obligation, present or future, conditional or unconditional, to acquire or dispose of securities; and
- entry into any margin lending or other secured financing arrangement.

The purpose or motive for the dealing, or whether a profit is made from the dealing, is irrelevant.

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Securities

securities means any publicly traded or quoted securities of any entity, including any member of BHP, or any other financial products or instruments whether quoted or not and any securities that are convertible into or linked to such securities and include:

- shares and other securities equivalent to shares;
- options or rights to shares or other securities equivalent to shares;
- bonds and other forms of securitised debt; and
- securitised debt convertible or exchangeable into shares or into other securities equivalent to shares.

Other entities' securities

Legal prohibitions on insider trading are not restricted to dealings in BHP securities. BHP directors, employees and contractors may come into possession of Inside Information regarding another entity, such as customers or suppliers of BHP or those with which BHP may be negotiating contracts. BHP directors, employees and contractors who have Inside Information relating to any entity must not deal in the securities of that entity, no matter how they came into possession of the Inside Information. They also must not advise, procure or encourage another person to deal in the securities of that entity or communicate Inside Information to others who may deal in those securities.

BHP's reputation

It is very important that public confidence in BHP is maintained. It could be damaging to BHP's reputation if the market or the general public perceived that BHP directors, employees or contractors might be taking advantage of their position in BHP to make financial gains (for example, by dealing in securities on the basis of Inside Information).

As a guiding principle, BHP directors, employees and contractors should ask themselves:

If the market was aware of all the current circumstances, could the proposed dealing be perceived as taking advantage of my position in an inappropriate way? How would it look if the transaction were reported on the front page of the newspaper?

If a BHP director, employee or contractor is unsure, they should consult Group Governance.

Where clearance is required for a dealing under this policy, clearance will not be granted where the dealing would not satisfy the considerations above.

Confidential information

BHP directors, employees and contractors are bound by a duty of confidentiality in relation to confidential information obtained directly or indirectly in the course of their duties. BHP directors, employees and contractors must not communicate or pass on any confidential information concerning BHP or use that information in any way, to gain an advantage for themselves or someone else or to cause detriment to BHP.

4. Do any additional trading restrictions apply to me under this policy?

No dealing in Closed Periods

Persons on insider lists, Restricted Persons, PDMRs and their PCAs must not deal (or deal on behalf of a third party) in BHP securities during any Closed Period (as defined below).

Closed Periods include:

- the period from the end of BHP's financial year to the publication of BHP's full year results announcement;
- the period from the end of BHP's half year to the publication of BHP's half year results; and
- any other period declared by the Board or the Disclosure Committee.

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People on insider lists

Group Governance will maintain BHP insider lists and will notify people recorded on any insider list.

Persons on an insider list:

- must request clearance from the Group Company Secretary before dealing in BHP securities by submitting a Securities Dealing Clearance Request Form. Details on the clearance procedures are in section 5 of this policy; and
- must not deal (or deal on behalf of a third party) during any Closed Period.

Participants in BHP's employee incentive plans

BHP employees who are participants in any of BHP's employee incentive plans (which, at the date of this policy, include BHP's Cash and Deferred Plan, Long Term Incentive Plan, Management Award Plan, Short-Term Incentive Plan, or any successor to these plans and excluding Shareplus) must not deal in any BHP securities during any Closed Period.

Participants must not at any time enter into a transaction that operates or is intended to operate to limit participants' exposure to the risk of holding unvested BHP securities granted under a BHP employee incentive plan or vested BHP securities that are subject to holding locks or similar restrictions.

Restricted Persons

Restricted Persons are subject to additional dealing restrictions.

Restricted Persons are people who regularly have access to sensitive BHP information due to their position within BHP. Restricted Persons include (but are not limited to):

- Executive Leadership Team members who are not PDMRs;
- assistants and managers to Executive Leadership Team members;
- Investor Relations employees;
- Group Governance employees;
- Asset Presidents; and
- key employees in Corporate Affairs and Group Reporting.

Restricted Persons:

- must request clearance before dealing in BHP securities from the Group Company Secretary in BHP securities by submitting a Securities Dealing Clearance Request Form. Details on the clearance procedures are in section 5 of this policy; and
- must not deal (or deal on behalf of a third party) in BHP securities during any Closed Period.

Persons discharging managerial responsibilities

PDMRs are subject to additional dealing restrictions.

PDMRs include:

- directors of BHP Group Limited;
- Key Management Personnel named in BHP's Remuneration Report; and
- any person determined by the Group Company Secretary to be a PDMR.

PDMRs:

- must request clearance before dealing in BHP securities from the Group Company Secretary by submitting a Securities Dealing Clearance Request Form. Details on the clearance procedures are in section 5 of this policy; and
- must not deal (or deal on behalf of a third party) in BHP securities during any Closed Period.

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Additional restrictions on PDMRs – no short term dealing, short selling, margin loans or hedging

PDMRs are prohibited from dealing in any BHP securities:

- on a short-term basis. An investment with a maturity of one year or less is considered of a short-term nature;
- where the dealing involves short selling BHP securities (i.e. the practice of borrowing a security and selling it in the hope that it can be bought back at a lower price some time in the future to close out the short position);
- where the dealing involves transactions in put options, call options or other derivative securities, on an exchange or in any other organised market; and
- where the dealing involves using unvested BHP securities as collateral in any financial transaction, including hedging and margin loan arrangements.

Persons Closely Associated with PDMRs

Persons closely associated with PDMRs are subject to additional dealing restrictions.

A Person Closely Associated with a PDMR includes:

- family members (spouse, civil partner, dependent children/stepchildren and relatives who have shared the same household for at least one year); and
- companies, trusts, partnerships or entities:
    - which are managed by a PDMR or a family member;
    - which are directly or indirectly controlled by a PDMR or a family member;
    - which are set up for the benefit of a PDMR or a family member; or
    - the economic interests of which are substantially equivalent to a PDMR's or a family member's.

PDMRs must ensure that their PCAs:

- must request clearance before dealing in BHP securities from the Group Company Secretary by submitting a Securities Dealing Clearance Request Form (which may be submitted by the PDMR on behalf of the PCA). Details on the clearance procedures in section 5 of this policy; and
- must not deal (or deal on behalf of a third party) in BHP securities during any Closed Period.

PDMRs must notify each of their PCAs that:

- they are a PCA and that obligations arise as a result of their relationship with a BHP PDMR; and
- there are restrictions and disclosure requirements in relation to dealings in BHP securities.

PDMRs must receive acknowledgement from the PCA that they understand their obligations.

BHP maintains a record of PCAs notified to BHP by its PDMRs.

5. What are the clearance procedures?

Persons on an insider list, Restricted Persons and PDMRs (including in relation to their PCAs) must complete the following steps if they wish to deal in BHP securities and are **not** in possession of Inside Information:

1. Notify the Group Company Secretary of an intention to deal in BHP securities and request clearance to deal by submitting a Securities Dealing Clearance Request Form.
2. Wait for written approval from the Group Company Secretary or their delegate (each a **Clearance Officer**). Clearance Officers will provide a response in writing within two business days after the initial clearance request. Group Governance will maintain a record of the response to any dealing request and any clearance that is provided.
3. Upon receipt of written approval, the dealing must be completed within two business days.

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Additional requirements for PDMRs and their PCAs

4. After dealing in BHP securities, PDMRs (including their PCAs) must immediately notify the Group Company Secretary of the transaction details.

5. Dealings by PDMRs and their PCAs are required to be notified to the UK Financial Conduct Authority (**FCA**) within three business days after the dealing. BHP will make this notification to the FCA on behalf of the PDMR or PCA.

6. BHP must announce dealings by PDMRs and their PCAs to relevant stock exchanges within two business days of BHP being notified of the dealing.

6. Dealings in exceptional circumstances

Clearance may be given to a PDMR (including their PCAs) or Restricted Person to deal on his or her own account, or for the account of a third party, during a Closed Period if they are not in possession of Inside Information in relation to BHP and either:

- exceptional circumstances, such as severe financial difficulty or compulsion by court order, exist which require the immediate sale of shares; or
- the dealing is made under, or related to, an employee incentive plan, qualification or entitlement of shares; or
- the dealing does not result in a change to the beneficial interest in the BHP securities.

The determination of whether the person in question is in severe financial difficulty or whether there are other exceptional circumstances can be made only by the Group Company Secretary or by the Chair of the Board.

7. Excluded Dealings

Other than during the period of 30 days prior to the announcement of BHP's full year results and the period of 30 days prior to the publication of BHP's half year results, clearance is not required for:

- the following categories of dealings:
  - acquisition of BHP securities through a dividend reinvestment plan;
  - acquisition of BHP securities through a share purchase plan available to all retail shareholders;
  - acquisition of BHP securities through a rights issue; and
  - disposal of BHP securities through the acceptance of a takeover offer, scheme of arrangement or equal access buy-back; and
- dealings that result in no effective change to the beneficial interest in the BHP securities (for example, transfers of BHP securities already held in a superannuation fund or trust of which the director, employee, contractor or PCA is a beneficiary).

However, such dealings remain subject to the prohibitions on insider trading under relevant laws and regulations.

8. Conditions of clearance

- Any clearance to deal can be given or refused by a Clearance Officer at their discretion. No clearance to deal will be given if the dealing would breach the prohibitions on insider trading under relevant law or regulation.
- A decision to refuse clearance is final and binding. If clearance is refused or an approval is revoked, the person seeking the clearance must keep that information confidential and not disclose it to anyone.
- A clearance to deal can be withdrawn if new information comes to light or there is a change in circumstances.
- Any clearance to deal is not an endorsement of the proposed dealing. The person doing the dealing is individually responsible for their investment decisions and their compliance with insider trading laws.
- If a person comes into possession of Inside Information after receiving clearance, they must not deal despite having received clearance.

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Exhibit 12.1

SECTION 302 CERTIFICATION

CEO Certification

I, Mike Henry, certify that:

1. I have reviewed this annual report on Form 20-F of BHP Group Limited (the "company");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

/s/ Mike Henry

Name: Mike Henry
Title: Chief Executive Officer
Date: 22 August 2025

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Exhibit 12.2

SECTION 302 CERTIFICATION

CFO Certification

I, Vandita Pant, certify that:

1. I have reviewed this annual report on Form 20-F of BHP Group Limited (the "company");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the company as of, and for, the periods presented in this report;

4. The company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the company and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and

5. The company's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the company's internal control over financial reporting.

/s/ Vandita Pant
Name: Vandita Pant
Title: Chief Financial Officer
Date: 22 August 2025

For personal use only

Exhibit 13.1

SECTION 906 CERTIFICATION

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code) in connection with the annual report on Form 20-F of BHP Group Limited (the "Company") for the annual period ended 30 June 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned officer of the Company hereby certifies, to such officer's knowledge, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Mike Henry

Name: Mike Henry
Title: Chief Executive Officer
Date: 22 August 2025

This certification accompanies the Report pursuant to § 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed "filed" by the Company for purposes of §18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section.

For personal use only

Exhibit 13.2

SECTION 906 CERTIFICATION

Pursuant to section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code) in connection with the annual report on Form 20-F of BHP Group Limited (the "Company") for the annual period ended 30 June 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned officer of the Company hereby certifies, to such officer's knowledge, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Vandita Pant

Name: Vandita Pant
Title: Chief Financial Officer
Date: 22 August 2025

This certification accompanies the Report pursuant to § 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed "filed" by the Company for purposes of §18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section.

For personal use only

Exhibit 15.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form F-3 No. 333-269898) of BHP Billiton Finance (USA) Limited;

(2) Registration Statement (Form S-8 No. 333-100496) pertaining to the BHP Billiton Limited Group Incentive Scheme;

(3) Registration Statement (Form S-8 No. 333-141531) pertaining to the BHP Billiton Limited Global Employee Share Plan;

(4) Registration Statement (Form S-8 No. 333-160636) pertaining to the BHP Billiton Limited Executive Incentive Plan and Group Short Term Incentive Plan; and

(5) Registration Statement (Form S-8 No. 333-227431) pertaining to the BHP Billiton Limited Executive Incentive Plan and the BHP Billiton Limited Global Employee Share Plan;

of our reports dated 22 August 2025, with respect to the consolidated financial statements of BHP Group Limited, and the effectiveness of internal control over financial reporting of BHP Group Limited included in this Annual Report (Form 20-F) of BHP Group Limited for the year ended 30 June 2025.

/s/ Ernst & Young
Melbourne, Australia
22 August 2025

For personal use only

Exhibit 15.2

CONSENT OF QUALIFIED PERSON

I, Rodrigo Maureira, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Minera Escondida Limitada" (the "Technical Report Summary"), with an effective date of June 30, 2022, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Rodrigo Maureira

Name: Rodrigo Maureira, MAusIMM
Title: Senior Geologist
Escondida
Minera Escondida Limitada

For personal use only

CONSENT OF QUALIFIED PERSON

I, Pamela Castillo, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Minera Escondida Limitada" (the "Technical Report Summary"), with an effective date of June 30, 2022, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Pamela Castillo

Name: Pamela Castillo, MAusIMM
Title: Senior Geologist
Escondida
Minera Escondida Limitada

For personal use only

CONSENT OF QUALIFIED PERSON

I, Andres Salazar, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Minera Escondida Limitada" (the "Technical Report Summary"), with an effective date of June 30, 2022, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Andres Salazar

Name: Andres Salazar
Title: Superintendent Geology
Escondida
Minera Escondida Limitada

For personal use only

CONSENT OF QUALIFIED PERSON

I, Pablo Vasquez, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Minera Escondida Limitada" (the "Technical Report Summary"), with an effective date of June 30, 2022, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Pablo Vasquez

Name: Pablo Vasquez, MAusIMM
Title: Manager Geotechnical, Hydrogeology & Tailings Escondida
Minera Escondida Limitada

For personal use only

CONSENT OF QUALIFIED PERSON

I, Esteban Pavani, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Minera Escondida Limitada" (the "Technical Report Summary"), with an effective date of June 30, 2022, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Esteban Pavani

Name: Esteban Pavani, MAusIMM
Title: Principal Tailings
Escondida
Minera Escondida Limitada

For personal use only

CONSENT OF QUALIFIED PERSON

I, Carlos Delgado, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Minera Escondida Limitada" (the "Technical Report Summary"), with an effective date of June 30, 2022, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Carlos Delgado

Name: Carlos Delgado, MAusIMM
Title: Superintendent Geometallurgy
Escondida
Minera Escondida Limitada

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CONSENT OF QUALIFIED PERSON

I, Andres Naranjo, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Minera Escondida Limitada" (the "Technical Report Summary"), with an effective date of June 30, 2022, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Andres Naranjo

Name: Andres Naranjo, MAusIMM
Title: Superintendent Studies
Escondida
Minera Escondida Limitada

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Exhibit 15.3

CONSENT OF QUALIFIED PERSON

I, Ellen Maidens, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Western Australia Iron Ore" (the "Technical Report Summary"), with an effective date of June 30, 2022, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Ellen Maidens

Name: Ellen Maidens, MAIG
Title: Geologist
WAIO
BHP

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CONSENT OF QUALIFIED PERSON

I, Craig Allison, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Western Australia Iron Ore" (the "Technical Report Summary"), with an effective date of June 30, 2022, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Craig Allison

Name: Craig Allison, MAusIMM
Title: Geologist
WAIO
BHP

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CONSENT OF QUALIFIED PERSON

I, Shane Whittaker, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Western Australia Iron Ore" (the "Technical Report Summary"), with an effective date of June 30, 2022, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Shane Whittaker

Name: Shane Whittaker, MAusIMM
Title: Superintendent Strategic Modelling
WAIO
BHP

For personal use only

CONSENT OF QUALIFIED PERSON

I, Ashley Grant, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Western Australia Iron Ore" (the "Technical Report Summary"), with an effective date of June 30, 2022, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Ashley Grant

Name: Ashley Grant, MAusIMM
Title: Superintendent Geophysics
WAIO
BHP

For personal use only

CONSENT OF QUALIFIED PERSON

I, Anastasia Balueva, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Western Australia Iron Ore" (the "Technical Report Summary"), with an effective date of June 30, 2022, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Anastasia Balueva

Name: Anastasia Balueva, MAusIMM
Title: Superintendent Mine Planning – Central Pilbara
WAIO
BHP

For personal use only

CONSENT OF QUALIFIED PERSON

I, Ricardo Fuentes, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Western Australia Iron Ore" (the "Technical Report Summary"), with an effective date of June 30, 2022, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Ricardo Fuentes

Name: Ricardo Fuentes, MAusIMM
Title: Superintendent Mine Planning – Eastern Pilbara
WAIO
BHP

For personal use only

Exhibit 15.4

CONSENT OF QUALIFIED PERSON

I, Balázs Németh, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Jansen Potash Project" (the "Technical Report Summary"), with an effective date of June 30, 2024, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Balázs Németh

Name: Balázs Németh, MAusIMM
Title: Principal Geophysicist
Jansen
BHP

For personal use only

CONSENT OF QUALIFIED PERSON

I, Johannes Sondergaard, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Jansen Potash Project" (the "Technical Report Summary"), with an effective date of June 30, 2024, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Johannes Sondergaard

Name: Johannes Sondergaard, MAusIMM
Title: Manager Resource Engineering & Long Term Planning
Jansen
BHP

For personal use only

CONSENT OF QUALIFIED PERSON

I, Cameron McKinnon, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Jansen Potash Project" (the "Technical Report Summary"), with an effective date of June 30, 2024, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Cameron McKinnon

Name: Cameron McKinnon, P.Eng (APEGS)
Title: Principal Engineer Process
Jansen
BHP

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CONSENT OF QUALIFIED PERSON

I, Jairo Gomez, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Jansen Potash Project" (the "Technical Report Summary"), with an effective date of June 30, 2024, as an exhibit to and referenced in the Form 20-F;
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- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Jairo Gomez

Name: Jairo Gomez, P.Eng (APEGS)
Title: Principal Geotechnical Engineer
Jansen
BHP

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CONSENT OF QUALIFIED PERSON

I, Graham Reynolds, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Jansen Potash Project" (the "Technical Report Summary"), with an effective date of June 30, 2024, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Graham Reynolds

Name: Graham Reynolds, MAusIMM
Title: General Manager Operations
Jansen
BHP

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CONSENT OF QUALIFIED PERSON

I, Melanie Failler, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Jansen Potash Project" (the "Technical Report Summary"), with an effective date of June 30, 2024, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Melanie Failler

Name: Melanie Failler, P.Biol (ASPB)
Title: Principal Environment
Jansen
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CONSENT OF QUALIFIED PERSON

I, Jessica Perras, in connection with the annual report on Form 20-F for the year ended June 30, 2025 and any amendments or supplements and/or exhibits thereto (collectively, the "Form 20-F"), consent to:

- the filing and use of the technical report summary titled "Technical Report Summary – Jansen Potash Project" (the "Technical Report Summary"), with an effective date of June 30, 2024, as an exhibit to and referenced in the Form 20-F;
- the use of and references to my name, including my status as an expert or "qualified person" (as defined in Subpart 1300 of Regulation S-K promulgated by the Securities and Exchange Commission), in connection with the Form 20-F and the Technical Report Summary;
- any extracts from, or summaries of, the Technical Report Summary in the Form 20-F and the use of information derived, summarized, quoted or referenced from the Technical Report Summary, or portions thereof, that was prepared by me, that I supervised the preparation of and/or that was reviewed and approved by me, that is included or incorporated by reference in the Form 20-F; and
- the incorporation by reference in the Registration Statements on Form S-8 (File Nos. 333-227431, 333-100496, 333-141531 and 333-160636) and Registration Statement on Form F-3 (No. 333-269898) of the above items as included in the Form 20-F.

I am responsible for authoring, and this consent pertains to, the particular section[s] identified in the Technical Report Summary as having been prepared by me and the corresponding section[s] of the Executive Summary.

Date: August 15, 2025

/s/ Jessica Perras

Name: Jessica Perras, P.Geo (APEGS)
Title: Principal Tailings and Closure Planner
Jansen
BHP

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Exhibit 17.1

Guarantors and Issuers of Guaranteed Securities

Each of the following securities issued by BHP Billiton Finance (USA) Limited, a wholly owned subsidiary of BHP Group Limited, is fully and unconditionally guaranteed by BHP Group Limited:

4.875% Notes due 2026
5.250% Notes due 2026
6.420% Notes due 2026
4.750% Notes due 2028
5.100% Notes due 2028
5.250% Notes due 2030
5.000% Notes due 2030
5.125% Notes due 2032
4.900% Notes due 2033
5.250% Notes due 2033
5.300% Notes due 2035
5.500% Notes due 2053

Each of the following securities issued by BHP Billiton Finance (USA) Limited, a wholly owned subsidiary of BHP Group Limited, is fully and unconditionally guaranteed by each of BHP Group Limited and BHP Group (UK) Ltd (formerly BHP Group Plc), a wholly owned subsidiary of BHP Group Limited, on a full and unconditional basis:

5.000% Notes due 2043
4.125% Notes due 2042

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SEC S-K 229.1300 Technical Report Summary
Stage of Property: Production/Pre-Feasibility Study
Property: Minera Escondida Limitada
Location: Antofagasta Region, Chile

For the fiscal year ended: 30 June 2022

Report Prepared for

BHP Group Limited

(ABN 49 004 028 077)

171 Collins Street, Melbourne
VICTORIA 3000, AUSTRALIA

Report Prepared by:

Qualified Person	Specific Type of Activity and Area of Accountability	Signature	Date
Rodrigo Maureira	Mineral Resources – Chapter 8, 9 and 11 in full, Chapter 7 excluding Sections 7.3 and 7.4, and Chapter 1-5 and 20-25 jointly with Mineral Reserve QP	/s/Rodrigo Maureira	June 30, 2025
Pamela Castillo	Mineral Reserves – Chapter 12, 15, 16, 18 and 19 in full, Chapter 13 excluding 13.3.1 and 13.3.2, and Chapter 1- 5 and 20-25 jointly with Mineral Resources QP	/s/Pamela Castillo	June 30, 2025
Andres Salazar	Geology – Chapter 6 in full	/s/Andres Salazar	June 30, 2025
Pablo Vasquez	Geotechnical & Hydrogeology (Sections 7.3 and 7.4), Hydrogeology (Section 13.3.2), Pit Geotechnical (Section 13.3.1)	/s/Pablo Vasquez	June 30, 2025
Esteban Pavani	Tailings Management (Section 17.2.1)	/s/Esteban Pavani	June 30, 2025
Carlos Delgado	Mineral Processing and Metallurgical Testing – Chapter 10 in full Processing and Recovery Methods - Chapter 14 in full	/s/Carlos Delgado	June 30, 2025
Andres Naranjo	Infrastructure Chapter 15 in full Environmental Studies, Permitting, Plans and Agreements – Chapter 17 excluding Section 17.2.1	/s/Andres Naranjo	June 30, 2025

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Note regarding Forward-Looking Statements

This Technical Report Summary (TRS) contains forward-looking statements, including: statements regarding trends in commodity prices and currency exchange rates; demand for commodities; reserves, resources and production forecasts; plans, strategies and objectives of management; climate scenarios; approval of certain projects and consummation of certain transactions; closure or divestment of certain assets, operations or facilities (including associated costs); anticipated production or construction commencement dates; capital costs and scheduling; operating costs and supply of materials and skilled employees; anticipated productive lives of projects, mines and facilities; provisions and contingent liabilities; and tax and regulatory developments.

Forward-looking statements may be identified by the use of terminology including, but not limited to, 'intend', 'aim', 'project', 'see', 'anticipate', 'estimate', 'plan', 'objective', 'believe', 'expect', 'commit', 'may', 'should', 'need', 'must', 'will', 'would', 'continue', 'forecast', 'guidance', 'trend' or similar words. These statements discuss future expectations concerning the results of assets or financial conditions, or provide other forward-looking information.

Forward-looking statements are based on current expectations and reflect judgments, assumptions, estimates and other information available as at the date of this TRS. These statements do not represent guarantees or predictions of future financial or operational performance and involve known and unknown risks, uncertainties and other factors, many of which are beyond Minera Escondida Ltda's control and which may cause actual results to differ materially from those expressed in the statements contained in this TRS. Readers are cautioned against reliance on any forward-looking statements or guidance, including in light of the current economic climate and the significant volatility, uncertainty and disruption arising in connection with COVID-19. Other factors that may affect actual results are set out in BHP's reports that are filed with, and furnished to, the U.S. Securities and Exchange Commission, including BHP's latest Annual Report on Form 20-F for the period ended June 30, 2022.

Except as required by applicable regulations or by law, BHP does not undertake to publicly update or review any forward-looking statements, whether as a result of new information or future events.

The production schedule data included in Sections 13 and 19 of this TRS has been prepared to demonstrate the economic viability of the mineral reserves of the Minera Escondida Limitada property only and may differ from production guidance published by BHP from time to time in accordance with the relevant ASX Listing Rules. See Sections 11, 12, 16, 17, 18 and 19 for more information on the pricing and cost assumptions utilised to produce Minera Escondida Limitada production schedule data in this TRS.

Specifically, the production schedule data for the entire life of mineral reserves included in Sections 13 and 19 of this TRS has been prepared utilising the median of historical monthly average commodity prices and the average of annual costs for the preceding three financial years (1 July 2018 to 30 June 2021), whereas BHP's forward production and cost guidance published in accordance with the ASX Listing Rules are prepared utilising BHP's internally generated projected long-term commodity prices and cost assumptions. Therefore, the production schedule data included in this TRS may differ from BHP's production guidance published in accordance with the ASX Listing Rules.

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List of Abbreviations

The metric system has been used throughout this Report. Tonnes are metric of 1,000 kg, or 2,204.6 lb. All currency is in U.S. dollars (US$) unless otherwise stated.

Abbreviation	Unit or Term
#	Mesh
%	percent
°	degree (degrees)
°C	degrees Centigrade
°F	degrees Fahrenheit
µm	micron or microns
A	ampere
A/m2	amperes per square metre
AAS	atomic absorption
Ag	silver
amsl	above mean sea level
ANFO	ammonium nitrate fuel oil
Ar / Ar	Argon / Argo dating
ARG	Argillic
As	Arsenic
ATV	Acoustic Televiewer
Au	gold
AuEq	gold equivalent grade
BHP	BHP
BIO	Biotite
BK_NN	Nearest Neighbour block model
BK_OK	Ordinary kriging block model
BWi	Bond Work Index
bwi	Bond Work Index (Kwh/ton)
CCD	counter-current decantation
CF	Physical Composites
cfm	cubic feet per minute
CIL	carbon-in-leach
cm	centimetre
cm^2	square centimetre
cm^3	cubic centimetre
CoG	cut-off grade
ConfC	confidence code
CRec	core recovery
CRM	certified reference material
CSA	copper sulphide abundance
cspcc	Copper grade from Chalcocite (%)
cspcpy	Copper grade from Chalcopyrite (%)
cspcv	Copper grade from Covellite (%)
CSS	closed-side setting
CTW	calculated true width
DDH	diamond drill hole
densidad	Dry Density
dia.	diameter
ED	Estimation Domain
EDXRF	energy-dispersive X-ray fluorescence
EIS	Environmental Impact Statement
EMP	Environmental Management Plan
FA	fire assay
FCAB	Ferrocarril de Antofagasta a Bolivia
Fe	Iron
Ferronor	Empresa de Ferrocarriles del Norte Grande
FF	Frequency Fracture

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Abbreviation	Unit or Term
ft	foot (feet)
ft^2	square foot (feet)
ft^3	cubic foot (feet)
FY	fiscal year
g	gram
g/L	gram per litre
g/t	grams per tonne
gal	gallon
g-mol	gram-mole
gpm	gallons per minute
ha	hectares
HDPE	Height Density Polyethylene
HE	High Enrichment
hp	horsepower
HTW	horizontal true width
ICP	induced couple plasma
ID2	inverse-distance squared
ID3	inverse-distance cubed
IFC	International Finance Corporation
ILS	Intermediate Leach Solution
IRS	Intact Rock Strength
IT	Indirect Traction
kA	kiloamperes
kg	kilograms
km	kilometre
km^2	square kilometre
koz	thousand troy ounce
kt	thousand tonnes
ktpd	thousand tonnes per day
kV	kilovolt
kW	kilowatt
kWh	kilowatt-hour
kWh/t	kilowatt-hour per metric tonne
L	litre
L/s	litres per second
L/s/m	litres per second per metre
lb	pound
LE	Low Enrichment
LHD	Long-Haul Dump truck
Lix	Leach
LLDDP	Linear Low Density Polyethylene Plastic
LOA	Life of Asset
LOI	Loss On Ignition
LOM	Life-of-Mine
m	metre
m.y.	million years
M1	ore type
M2	ore type
m^2	square metre
m^3	cubic metre
Ma	Million years ago
MARN	Ministry of the Environment and Natural Resources
MDA	Mine Development Associates
MEL	Minera Escondida Ltda.
mg/L	milligrams/litre
mm	millimetre
mm^2	square millimetre
mm^3	cubic millimetre

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Abbreviation	Unit or Term
MME	Mine & Mill Engineering
Mo	Molybdenum
Moz	million troy ounces
MRC	moisture retention characteristics
Mt	million tonnes
MTW	measured true width
MW	million watts
N	North
NGO	non-governmental organisation
NI 43-101	Canadian National Instrument 43-101
OC	Open cut mining method
OK	Ordinary Kriging
OSC	Ontario Securities Commission
oz	troy ounce
P80	Milling product size product size 150 microns
PLC	Programmable Logic Controller
PLS	Pregnant Leach Solution
PMF	probable maximum flood
POT	Potassic
PPAs	Power Purchase Agreements
ppb	parts per billion
ppm	parts per million
PtXt	Partial Extraction
Py	Pyrite (%)
QA/QC	Quality Assurance/Quality Control
QP	Qualified Person
QSC	Quartz sericite clay
RC	Reverse circulation drilling
rec	Recovery
rec_flc	Flotation recovery for Los Colorados concentrator (%)
rec_fls	Flotation recovery for Laguna Seca concentrator (%)
rec_lixaci	Acid leach recovery (%)
rec_sl_350	Sulphide leach recovery (%)
ROM	Run-of-Mine
RQD	Rock Quality Description
RRR&R	Risk Review Resources and Reserves
RS	Oxidation Ratio
s2	Sulphur (%)
SAG	Semi-autogenous grinding mills
SCC	Sericite chlorite clay
SCu	Soluble copper (%)
SEC	U.S. Securities & Exchange Commission
sec	second
SG	specific gravity
SGV	Green grey sericite
SMU	Selective Mine Unit
SPI	SAG Power Index
spi	Sag Power Index (min)
SPT	standard penetration testing
st	short ton (2,000 pounds)
t	tonne (metric ton) (2,204.6 pounds)
TCS	Triaxial Compression
TCu	Total Copper
TCu	Total Copper (%)
tpd	tonnes per day
tph	tonnes per hour
TPH	Tonnes per hour
TRS	Technical Report Summary

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Abbreviation	Unit or Term
TSF	tailings storage facility
TSP	total suspended particulates
UCS	Uniaxial Compression
UG	Underground mining method
UG DUR	Hardness estimation domain
UG REC	Recovery estimation domain
U-Pb	Uranium Lead dating
US$ M	United States Dollars (millions)
UTM	Universal Transverse Mercator coordinates
U.T.M.	Unidad Tributaria Mensual - a Chilean state tax unit being valued in Chilean Pesos (CLP)
V	volts
VFD	variable frequency drive
W	watt
XRD	x-ray diffraction
y	year

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1 Executive Summary

This report was prepared as a Pre-Feasibility Study-level Technical Report Summary (TRS) in accordance with the Securities and Exchange Commission (SEC) S-K regulations (Title 17, Part 229, Sections 601 and 1300 until 1305) for BHP Group Limited (BHP) on the Minera Escondida Ltda. property (MEL).

BHP Group Limited has a 57.5% ownership of MEL, a joint venture with Rio Tinto (30%) and Japan-based JECO Corp (12.5%). MEL is the operator of the Escondida property which comprises two open pits, three sulphide concentrator plants, two leaching plants and associated infrastructure. The Escondida property has been in operation continuously since production start-up in late 1990 and its capacity has since been increased through a number of phased expansions.

1.1 Property Description

The Escondida property mine site is located in the Atacama Desert of northern Chile approximately 170 km south-east of Antofagasta at a general elevation of 3,100 m above mean sea level (amsl). The mine site and associated infrastructure is located within Chile's II (Second) Region. Antofagasta is the regional capital city and an important port city for the mining industry located in the region.

The Escondida property currently mines two copper deposits of very similar characteristics, Escondida and Escondida Norte, being mined by open pit mining methods. Escondida is significantly larger than Escondida Norte and the two deposits are separated by less than 10 km: Escondida is located at approximately latitude 24°16' south / longitude 69° 04' west and Escondida Norte at approximately latitude 24°13' south / longitude 69° 03' west (Figure 1-1).

1.2 Geology and Mineralization

Both Escondida and Escondida Norte are porphyry copper deposits, being the deposit type typical of the majority of Chilean/Andean copper deposits. The deposits lie in the Escondida-Sierra de Varas shear lens of the Domeyko Fault System. The deposits are supergene-enriched copper porphyries with primary mineralisation associated with multiple phase intrusions of monzonite to granodiorite composition into host volcanics. The deposits are related geographically and geologically to porphyry bodies intruded along a regional lineament which exerts strong control over the regional distribution of deposits of this age and type.

An important aspect of the MEL deposits is the "supergene enrichment" which has concentrated copper in the upper parts of the mineralised system as a result of natural uplift and weathering processes resulting from the geological evolution of the Atacama Desert region. This process both concentrated copper into certain zones (supergene enrichment), whilst also locally oxidising sulphide minerals to oxide minerals (oxidation) and resulted in the Escondida district presenting both elevated copper grades and a zone nature presenting a range of different copper mineralized zones. This resulting zonation presents a general layered nature with a localised discontinuous "secondary oxide" zone overlying a more continuous enriched or "supergene sulphide" zone which in turn overlies a thicker "hypogene sulphide" zone extending to depth. Pre-mining, the start of copper mineralisation was generally located at approximately 150 to 200 m depth below surface.

Copper oxide minerals are principally brochantite, antlerite, and chrysocolla along with iron oxides. Supergene zone minerals are dominated by the copper mineral chalcocite with lesser covellite and chalcopyrite occurring with the ubiquitous iron sulphide mineral pyrite. The hypogene sulphide zone is dominated by chalcopyrite and pyrite, with lesser bornite. The hypogene zone copper grades range between 0.2% and 1% copper. The enrichment zone presented copper grade of up to 4% as a result of the supergene enrichment.

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Source: MEL (2022)

Figure 1-1: Location of MEL Mine with Road Access

1.3 Existing Infrastructure

MEL has company-owned infrastructure distributed over a large area of the Antofagasta region reflecting the magnitude of its operational activities. This includes mineral extraction from two open pits, three sulphide concentrator plants, two leaching plant processes which feed a copper cathode production plant, two seawater desalination plants, a tailings storage facility, along with support and service facilities. These are summarised schematically in Figure 1-2.

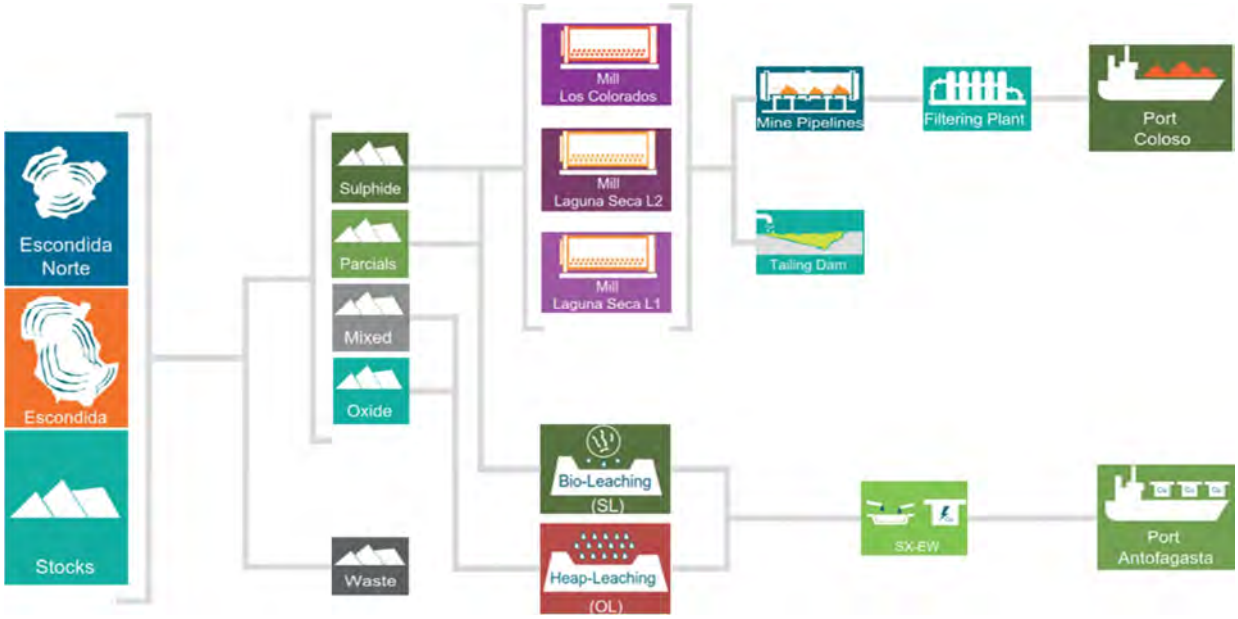
The concentrator plants are similar in terms of installed process technology and consist of primary grinding using semi autogenous mills (SAG), secondary milling using ball mills, rougher flotation circuits using conventional cells and cleaner flotation circuits using column cells. Details of the installed equipment can be found in Chapter 14.

The leaching plants employ conventional solvent extraction-electrowinning (SX-EW) technology to produce cathode copper metal from copper bearing leach solutions from each of the sulphide leach and oxide leach operations. Oxide ore is crushed and graded for sulphuric acid heap leaching on a dynamic

("on-off") leaching pad. Sulphide ore is hauled from the open pits and deposited as run of mine (ROM) for acid bioleaching on permanent leach pads.

Copper concentrates are pumped from the MEL operation via two pipelines each approximately 170 km length to Coloso port for filtering, stockpiling, and shipping.

The facilities at Coloso port are dedicated to dewatering using six pressurized filters, which reduce the moisture content to an average of 9% after arrival at the pipeline discharge. Effluent is treated and pumped to the mine site for reutilization. Copper cathode is transported by rail to public ports at Antofagasta.



Source: MEL (2022)

Figure 1-2: Schematic of MEL Operations and Infrastructure

1.4 Mineral Tenure

MEL holds mining concessions in accordance with the current mining laws and national constitution of Chile. A mining concession allows the concession holder to mine the area indefinitely, dependent upon an annual payment of the corresponding license fees. All leases were obtained through the legally established process in which judicial requests are presented to the Chilean state. This legal framework gives MEL exclusive exploration and exploitation rights for all minerals in these concessions and therefore the ability to declare ownership of the mineral resources and mineral reserves reported herein.

MEL holds 764 mining concessions, covering a total area of 406,018 hectares (ha). There are 18 principal mining concessions that provide MEL with the right to explore and mine. These principal concessions, including both the Escondida and Escondida Norte deposits, are listed in Table 1-1. The location and boundaries of these mining concessions are shown in Figure 3-1 of Chapter 3.

In addition to mining concessions, Chilean law regulates the rights to use the land surface. These rights allow physical occupation and transit and are required in order to facilitate mining activity such as: the excavation of pits, accumulation of dumps, construction and use of leaching pads, deposition of tailings storage facilities and the construction of metallurgical processing plants, amongst others. MEL owns 155,000 ha of surface rights and these are also renewable on an annual basis which cover both current and foreseeable requirements for the operation. These rights are also obtained through legal process presented to the Chilean state and potentially to other third party owners, including the Chilean "*Consejo*

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de Defensa del Estado" as required. Surface rights are also renewed by the existing holder on an annual basis. The surface rights considered to be most significant to MEL's operations are listed in Table 1-2.

Table 1-1: MEL Main Mining Concessions

Number	Lease Name	Company Name	Expiry Date	Surface Area (hectares)	Annual Rent and Rate1 (U.T.M.)2
1	Alexis 1/1424	Minera Escondida Ltda.	Permanent	7,059	705.9
2	Amelia 1/1049	Minera Escondida Ltda.	Permanent	5,235	523.5
3	Catita 1/376	Minera Escondida Ltda.	Permanent	1,732	173.2
4	Claudia 1/70	Minera Escondida Ltda.	Permanent	557	55.7
5	Colorado 501/977	Minera Escondida Ltda.	Permanent	2,385	238.5
6	Costa 1/1861	Minera Escondida Ltda.	Permanent	9,159	915.9
7	Donaldo 1/612	Minera Escondida Ltda.	Permanent	3,060	306.0
8	Ela 1/100	Minera Escondida Ltda.	Permanent	500	50.0
9	Gata 1 1/100	Minera Escondida Ltda.	Permanent	400	40.0
10	Gata 2 1/50	Minera Escondida Ltda.	Permanent	200	20.0
11	Guillermo 1/368	Minera Escondida Ltda.	Permanent	1,785	178.5
12	Hole 14	Minera Escondida Ltda.	Permanent	1	0.1
13	Naty 1/46	Minera Escondida Ltda.	Permanent	230	23.0
14	Paola 1/3000	Minera Escondida Ltda.	Permanent	15,000	1,500.0
15	Pista 1/22	Minera Escondida Ltda.	Permanent	22	2.2
16	Pistita 1/5	Minera Escondida Ltda.	Permanent	9	0.9
17	Ramón 1/640	Minera Escondida Ltda.	Permanent	3,200	320.0
18	Rola 1/1680	Minera Escondida Ltda.	Permanent	8,400	840.0
TOTAL				**58,934**	**5,893**

[1] The 2022 rate is 0.1 U.T.M. (Unidad Tributaria Mensual - which is a Chilean state tax unit being valued in Chilean Pesos (CLP) per ha.
[2] Annual payments are made at end of the Chilean tax year (end March) for mining concession in U.T.M. The total annual payment for 2022 which supports this this group of concessions in March 2022 was equivalent to MCLP $327 (million Chilean Pesos) or approximately US$ 400,000 (U.T.M./CLP 55,537 and USD/CLP 787 as of 31st March 2022 (Source: Central Bank of Chile). This payment is that which confirms mining and extraction rights as of 30 June 2022.

Table 1-2: MEL Main Surface Rights

Infrastructure items covered	Unique Surface Rights Identifier1					Area (hectares)
	Folio	Number	Year	Register	Regional Office	
Pits, Waste Dumps, Leach Pads, Plants	619 V	964	1984	Hipotecas y Gravámenes	Bienes Raíces Antofagasta	22,084
Energy Transmission Lines, Aqueducts, Mineral Pipelines, Roads	1121 V	1117	2018	Hipotecas y Gravámenes	Bienes Raíces Antofagasta	26,988

[1] As defined by Chilean legal requirements

MEL also holds maritime concessions for the Coloso Port facilities. These concessions are requested through submission of the proposed project to the Chilean Ministry of Defence and are awarded by legal decree.

1.5 Royalties

BHP does not hold any royalty in the MEL property in addition to its economic interest of 57.5%. Likewise no royalty streams exist for any of the other shareholders.

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1.6 Present Condition of the Property

The MEL property is a production stage property actively operating two open cut pits, Escondida and Escondida Norte. Surface mining is by drilling and blasting along with shovel/excavator loading and truck haulage from each of the two open pits. Extracted sulphide ore undergoes crushing prior to processing in one of three concentrators with concentrate piped to the Coloso Port for export. Lower grade sulphide ore is directly deposited onto run of mine (ROM) leach pads and is processed by acid bioleaching. Oxide and minor mixed ore are processed using acid heap leaching. Copper cathode from the leaching processes is transported by rail to third party operated ports.

Resource definition activities are continuous and ongoing to upgrade the geological characterisation that informs mineral resources estimation which in turns underpins the annual planning processes and mineral reserves estimation. The area around the current MEL operation has been extensively mapped, sampled, and drilled during over three decades of exploration work.

Construction commenced on the Escondida property in 1988 with first production in 1990. There then followed a number of expansion phases from 1993 onwards which included the development of additional infrastructure to increase production. Initially these were expansions to the single Los Colorados concentrator, but subsequently to other production infrastructure when in 1998 production of cathodes from the leaching of oxide ore was commenced. The Phase 4 concentrator and tailings storage facility were then inaugurated in 2002. Key milestones subsequent to first production in 1990 regarding the development of the operations were:

- 1998 Acid heap leaching of oxides commenced
- 2002 Second concentrator (Phase 4) inaugurated
- 2005 Mining commenced at Escondida Norte
- 2006 Dump bio-leaching of sulphides commenced
- 2007 First desalination plant commenced pumping
- 2016 Third concentrator (OGP1) inaugurated
- 2017 Second desalination plant commenced pumping
- 2020 Operation converted to 100% use of desalination water

The operations undertake planned maintenance programs and implement scheduled replacement of mine fleet and infrastructure components that is intended to maintain the continued reliable operation of equipment, facilities and infrastructure to meet operational requirements.

1.7 History of previous operations

Minera Escondida Limitada (MEL) operates the Escondida property. Current ownership, which has been stable since 2010 is BHP (57.5%), Rio Tinto (30%), JECO Corporation (10%) and JECO 2 Limited (2.5%).

Utah International Inc. (Utah) and Getty Oil Co. (Getty) commenced geochemical exploration in the region in 1978 which led to the discovery of Escondida deposit in 1981. In 1984 through corporate acquisitions, BHP acquired the Escondida property. Ownership changed in 1985 to a joint venture between BHP (57.5%), Rio Tinto Zinc (30%), JECO Corporation (10%) and World Bank (2.5%).

The current joint venture undertook all the subsequent exploration and development work to bring MEL into operation at the end of 1990.

1.8 Significant Encumbrances to the Property

The QP is not aware of any significant encumbrances that would impact the current mineral resources or mineral reserves disclosure as presented herein in any material respect.

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1.9 Summary of All Mineral Resources and Mineral Reserves

The mineral resources estimate has been prepared using industry accepted practice and conforms to the disclosure requirements of the SEC S-K 1300 Regulations. Although all the technical and economic issues likely to influence the prospect of economic extraction of the resource are anticipated to be resolved under the stated assumed conditions, no assurance can be given that the estimated mineral resources will become proven and probable mineral reserves. The mineral resources estimate includes both the Escondida and Escondida Norte deposits.

The mineral reserves estimates are based on a Life of Mine (LoM) plan that has been developed according to SEC S-K 1300 Regulations and has been developed using industry accepted strategic planning approaches which defined the life of the mines on the Escondida property. Inferred mineral resources have been treated as waste. The final reserves plan is the outcome of the application of appropriate modifying factors in order to establish an economically viable and operational mine plan. At the Escondida property a variable cut-off grade strategy is applied to develop the mine plan. The mineral reserves estimate includes both the Escondida and Escondida Norte deposits.

The details of the relevant modifying factors included in the estimation of mineral resources and mineral reserves are discussed in Chapter 11 and Chapter 12 respectively**.**

- Mineral resources estimates for MEL at the end of the Fiscal Year Ended 30 June 2022 are provided in Table 1-3.
- Mineral reserves estimates for MEL at the end of the Fiscal Year Ended 30 June 2022 are provided in Table 1-4.

Table 1-3: Escondida Property BHP Ownership Basis (57.5%) – Summary of Mineral Resources Exclusive of Mineral Reserves as of 30th June 2022

Copper Chile Escondida	Mining Method	Measured Resources		Indicated Resources		Measured + Indicated Resources		Inferred Resources	
		Tonnage	Quality	Tonnage	Quality	Tonnage	Quality	Tonnage	Quality
		Mt	%Cu	Mt	%Cu	Mt	%Cu	Mt	%Cu
Oxide	OC	4.0	0.48	5.0	0.47	9.0	0.48	2.0	0.75
Mixed	OC	4.0	0.53	9.0	0.44	13	0.47	11	0.49
Sulphide	OC	596	0.49	1,020	0.49	1,620	0.49	5,370	0.53
Escondida Total		**604**	**0.49**	**1,030**	**0.49**	**1,640**	**0.49**	**5,380**	**0.53**

Notes:
1 The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
2 Mineral resources are being first time reported in accordance with S-K 1300 and are presented for the portion attributable to BHP's economic interest. All tonnes and quality information have been rounded, small differences may be present in the totals.
3 Mineral resources are presented exclusive of mineral reserves.
4 Escondida, in which BHP has a 57.5% interest, is considered a material property for purposes of Item 1303 of S-K 1300.
5 Escondida point of reference for the mineral resources was mine gate.
6 Escondida mineral resources estimates were based on a copper price of US$3.04/lb.
7 Escondida mineral resources cut-off criteria used was Oxide ≥ 0.20% soluble Cu; Mixed ≥ 0.30% Cu; Sulphide ≥ 0.25% Cu for mineralisation assigned to be processed via leaching or ≥ 0.30% Cu for mineralisation assigned to be processed via the concentrator.
8 Escondida metallurgical recoveries for Oxide 62%; Mixed 42%; Sulphide 42% for material processed by leaching or 83% for material processed via the concentrator.

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Table 1-4: Escondida Property BHP Ownership Basis (57.5%) - Summary of Mineral Reserves as at 30th June 2022

Copper Chile Escondida	Mining Method	Proven Reserves		Probable Reserves		Total Reserves	
		Tonnage	Quality	Tonnage	Quality	Tonnage	Quality
		Mt	%Cu	Mt	%Cu	Mt	%Cu
Oxide	OC	75	0.57	31	0.51	106	0.55
Sulphide	OC	1,560	0.70	939	0.56	2,500	0.65
Sulphide Leach	OC	755	0.46	197	0.40	952	0.45
Escondida Total		**2,390**	**0.62**	**1,170**	**0.53**	**3,560**	**0.59**

Notes:
1 The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
2 Mineral reserves are being first time reported in accordance with S-K 1300 and are presented for the portion attributable to BHP's economic interest. All tonnes and quality information have been rounded, small differences may be present in the totals.
3 Escondida, in which BHP has a 57.5% interest, is considered a material property for purposes of Item 1303 of S-K 1300.
4 Escondida point of reference for the mineral reserves was mine gate.
5 Escondida mineral reserves estimates were based on a copper price of US$2.79/lb.
6 Escondida mineral reserves cut-off criteria used was Oxide ≥ 0.20% soluble Cu. For Sulphide ≥ 0.30% Cu and where greater than the variable cut-off of the concentrator. Sulphide ore is processed in the concentrator plants as a result of an optimised mine plan with consideration of technical and economic parameters in order to maximise net present value. Sulphide Leach ≥ 0.25% Cu and 70% or less of copper contained in chalcopyrite and lower than the variable cut-off grade. Sulphide leach ore is processed in the leaching plant as an alternative to the concentrator process.
7 Escondida metallurgical recoveries for Oxide 62%; Sulphide Leach 42%; Sulphide 42% for material processed by leaching or 83% for material processed via the concentrator.

1.10 Changes to Mineral Resources and Reserves between 30 June 2021 and 2022

Mineral resources are being reported for the first time under the new S-K 1300 Regulation for the fiscal year ending 30 June 2022. There are no comparable estimates for the preceding year ending 30 June 2021.

Similarly, mineral reserves are also being reported for the first time under the new S-K 1300 Regulation for the fiscal year ending 30 June 2022. In the preceding year ending 30 June 2021 BHP had reported Ore Reserves for MEL in accordance with the US SEC Industry Guide 7 and are not directly comparable as the assumptions for the estimates are different.

With the aforementioned established, it may be commented that the S-K 1300 Regulation declaration as of 30 June 2022 is 3,570 Mt versus the preceding Guide 7 declaration which was 6,970 Mt. The primary driver of this reduction is the change in methodology under the S-K 1300 Regulations, which require mineral reserves to be reported on an ownership basis whereas previously under Guide 7 reporting was this was made based upon a 100% basis.

1.11 Material Assumptions and Criteria

Material assumptions in the estimation of mineral resources are the estimation methodology applied based on Ordinary Kriging, the sample data preparation including data capping and the pit optimisation to determine the resources that have reasonable prospects of economic extraction and associated commodity price. The monthly third quartile three-year historic prices for copper are used to define the mineral resources estimate, shown in Table 1-5. Material assumptions are discussed in detail in Chapter 11.

Material assumptions in the estimation of mineral reserves are the classified resource model, variable cut-off grade strategy, mining dilution and mining recovery, processing plant throughput and yields, exchange

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rate, geotechnical parameters commodity prices, operating and capital costs. These are discussed in detail in Chapter 12.

Table 1-5: Mineral Resources Price Assumptions

Assumption	Value	Unit
COPPER - LME-Copper, Grade A Cash - A.M. OFFICIAL – Third Quartile	3.04	US$/lb

Note: The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

The monthly median three-year historic prices for copper are used to define the Mineral reserves estimate, shown in Table 1-6.

Table 1-6: Mineral Reserves Price Assumptions

Assumption	Value	Unit
COPPER - LME-Copper, Grade A Cash - A.M. OFFICIAL - Median	2.79	US$/lb

Note: The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

1.12 Qualified Person's Conclusions and Recommendations

MEL has mineral resources and mineral reserves supported by drilling programmes, all within the boundaries of MEL's mining concessions and surface rights and close to existing infrastructure. The vertically integrated nature of the mining and processing facilities, located proximal to the ore body, provides the flexibility to add and optimise growth tonnes to existing infrastructure.

Mineral resources confidence is reflected in the applied classifications in accordance with the SEC S-K 1300 Regulations with factors influencing classification including but not limited to data density, data quality, geological continuity and/or complexity, estimation quality and weathering zones. Reconciliation data from the existing operation supports the confidence of resource estimates. There has been over 30 years of production history at the Escondida property that has been used to validate and calibrate the mineral resources estimate and modifying factors employed. The high proportion of indicated/measured mineral resources and the reconciliation history give high confidence in the estimation and reporting of the mineral resources.

Future work planned within the annual planning cycle is expected to continue to acquire data to both improve the local estimate within all mineral resources categories and extend this level of understanding to new volumes for the deposit as required.

Confidence in the mineral reserves is reflected in the applied mineral reserves classifications in accordance with the SEC S-K 1300 Regulations with factors influencing classification including but not limited to mining methods, processing methods, economic assessment and other life of asset and closure assessments. Reconciliation data from the existing operation supports the confidence of reserve estimates.

Uncertainties that affect the reliability or confidence in the mineral reserves estimate include but are not limited to:

- Future macro-economic environment, including metal prices and foreign exchange rate

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- Revised capital estimates of major infrastructure projects as they move into definition phase studies, including two-stage smelter and materials handling system
- Changes to operating cost assumptions, including labour costs
- Ability to continue sourcing water
- Changes to mining, hydrological, geotechnical parameters, and assumptions
- Ability to maintain environmental and social license to operate

The economic sensitivity analysis presented in Chapter 19 demonstrate that mineral reserves estimate is not materially sensitive to variations in the input assumptions. Economic value is most sensitive to the commodity price however still remains positively economic for the life of mineral reserves.

Based on the confidence in the modifying factors and the information presented in this TRS, the QP is of opinion that the mineral reserves estimate is supported by adequate technical data and assumptions.

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2 Introduction

2.1 Registrant for Whom the Technical Report Summary was Prepared

This Technical Report Summary (TRS) was prepared in accordance with the SEC S-K 1300 Regulations for BHP Group Limited to support its declaration of mineral resources and mineral reserves on the MEL property, comprising the Escondida and Escondida Norte deposits, for the fiscal year ended on 30 June 2022.

2.2 Terms of Reference and Purpose of the Report

This TRS was prepared to support the disclosure of mineral resources and mineral reserves for the Escondida Property (MEL), for the fiscal year ended on 30 June 2022 in compliance with the SEC S-K 1300 Regulations. This report does not include any exploration results that are not part of MEL's mineral resources or mineral reserves.

Mineral resources and mineral reserves are reported herein at a Preliminary Feasibility Study-level. The effective date of this Technical Report Summary is 30 June 2022.

It should be noted that reference is made in this report to the BHP financial years using the prefix "FY". For example FY22 means the BHP Fiscal year 2022 ending as of 30th June 2022.

2.3 Sources of Information

Most of the information and data used in the development of this TRS was provided by Minera Escondida Ltda. and associated MEL entities as well as sourced from publicly available information. Any key references are provided, where applicable, in Chapter 24, available at the time of writing this TRS.

Unless otherwise stated, all figures and images were prepared by MEL. Units of measurement referenced in this TRS are based on local convention in use at the property and currency is expressed in US dollars unless otherwise stated.

Maps and plans contained within the document are reported using different coordinate systems. The following are used in the document:

- Latitude and Longitude
- UTM Projection PSAD56 (Provisional South American Datum 1956)
- UTM Projection WGS84 (World Geodetic System 1984)

Local mine coordinates. Local mine coordinates are based off UTM Projection PSAD56.

Reliance upon information provided by the registrant is listed in Chapter 25 when applicable.

2.4 Details of Inspection

BHP has relied on the Qualified Persons listed in Table 2-1 to prepare the information and this report supporting its disclosure of mineral resources and mineral reserves, with the sections noted for which each Qualified Person is responsible. All Qualified Persons are full time employees of MEL.

All Qualified Persons would normally undertake regular site visits to the MEL mine site on at least a monthly basis.

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Table 2-1: List of Qualified Persons

QP Name	Relation to Registrant and their Role	Qualification	Professional Organisation and Membership level	Years of Relevant Experience	Responsible for disclosure of
Rodrigo Maureira	Full-time employee / Senior Geologist	Bachelor of Geology (Chile)	AusIMM Member (#327820)	21 years in copper projects and operations	Mineral Resources – Chapter 8, 9 and 11 in full, Chapter 7 excluding Sections 7.3 and 7.4, and Chapter 1-5 and 20-25 jointly with Mineral Reserve QP
Pamela Castillo	Full-time employee / Superintendent Long Term Planning	Mining Engineer	AusIMM Member (#3078769)	14 years in copper projects and operations within the mining industry	Mineral Reserves – Chapter 12, 15, 16, 18 and 19 in full, Chapter 13 excluding 13.3.1 and 13.3.2, and Chapter 1- 5 and 20-25 jointly with Mineral Resources QP
Andrés Salazar	Full-time employee / Senior Geologist	Bachelor of Geology (Chile)	AusIMM Member (#332364)	18 years in copper projects and operations of total 25 years in the mining industry	Geology – Chapter 6 in full
Carlos Delgado	Full-time employee / Superintendent Geometallurgy	B. Sc. Chemical Engineering (Chile) Degree Metallurgical Engineering (Chile)	AusIMM Member (#3046359)	23 years in copper projects and operations of total 24 years in mineral industry	Mineral Processing and Metallurgical Testing – Chapter 10 in full Processing and Recovery Methods - Chapter 14 in full
Andres Naranjo	Full-time employee / Superintendent Asset Resource Management	Metallurgical Engineer; Master in Engineering Sciences (Chile)	AusIMM Member (#3002271)	23 years in copper projects and operations	Infrastructure Chapter 15 in full Environmental Studies, Permitting, Plans and Agreements – Chapter 17 excluding Section 17.2.1
Pablo Vasquez	Full-time employee / Superintendent Geotechnical Long Term	Mining Engineer (Chile) B. Sc. Geomechanics (Chile)	AusIMM Member (#3125198)	23 years in copper projects and operations	Geotechnical & Hydrogeology (Sections 7.3 and 7.4), Hydrogeology (Section 13.3.2), Pit Geotechnical (Section 13.3.1
Esteban Pavani	Full-time employee / Superintendent Tailings	Civil Engineer (Chile)	AusIMM Member (#3125570)	14 years in tailings facilities and management	Tailings Management (Section 17.2.1)

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2.5 Report Version Update

BHP has previously reported mineral reserves for Minera Escondida Ltda. under US SEC Guide 7, but has not previously filed a TRS with the SEC. This document is not an update of a previously filed TRS. BHP has not previously reported mineral resources for Minera Escondida Ltda. in a filing with the SEC.

This version reflects certain restatements solely for the purpose of updating certain biographical and related information concerning the qualified persons identified in this report. No other information has been modified from the version of this report most recently filed with the SEC.

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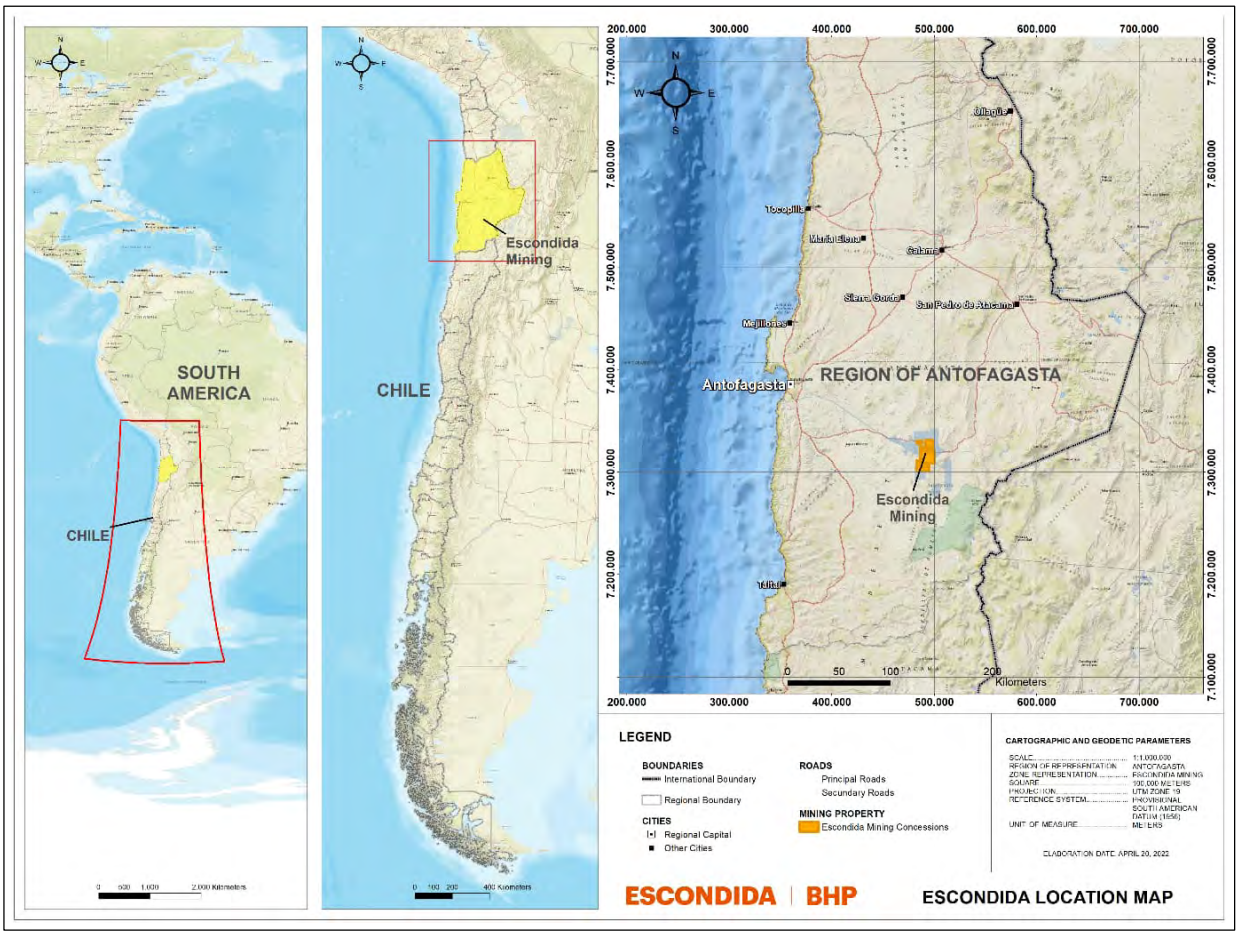
3 Property Description

3.1 Property Location

Escondida and Escondida Norte are in the Atacama Desert in the eastern foothills of the Atacama Desert and the Domeyko Mountain Range, about 170 kilometres (km) southeast of the city of Antofagasta, Chile, which is the capital city of the II Region (Figure 3-1).

The average elevation is 3,100 m above mean sea level (amsl). The geographical location of the Escondida and Escondida Norte mining district, using UTM coordinate system, is 7,314,270N and 7,317,667N, 490,284E and 494,281E for Escondida, and 7,320,665N and 7,322,663N, 493,281E and 496,279E for Escondida Norte.

Maps presented in this chapter use UTM PSAD56 coordinates.



Source: MEL (2022)

Figure 3-1: Escondida Location Map

The total area with mineral rights held by MEL is approximately 178 km^2 and is held under a mining lease. Areas of the active mining are located on various parcels of land within the local Municipality and leased or owned by MEL for operation support activities (e.g. industrial areas, accommodation villages, airport etc.). In addition to various freehold properties, MEL has other occupation licenses to operate.

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3.2 Mineral Tenure

MEL operations are fully covered by 764 mining concessions, totalling 406,018 ha. All concessions are in good legal standing.

Of this total, Table 3-1 details the 18 principal mining concessions (Figure 3-2) where the mineral resources and reserves are located with their corresponding surface area in hectares (ha) and the annual payment which was made as of 31st March 2022 (as per Chilean requirements). The annual payments are valued in "Unidad Tributaria Mensual" (U.T.M.) which is a Chilean state tax unit being valued in Chilean Pesos (CLP). As reported by MEL, the total annual payment for 2022 paid for this group of concessions in March 2022 with a surface area of 58,934 ha, was equivalent to MCLP$327 (million Chilean Pesos) or approximately US$400,000[1] as of 30 June 2022.

Table 3-1: MEL Mining Concessions

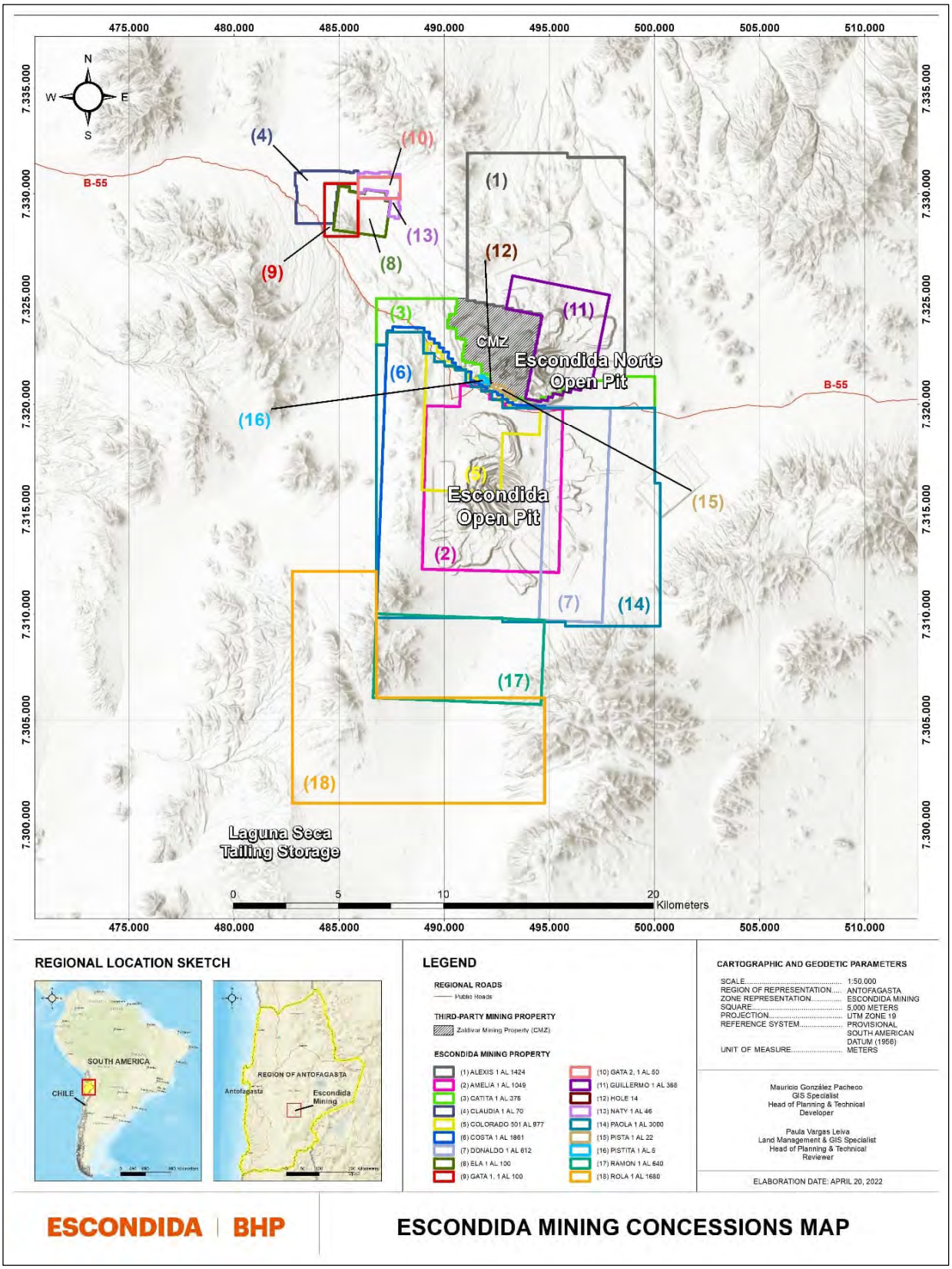
Lease Number	Lease Name	Company Name / Joint Venture	Expiry Date	Surface Area (hectares)	Annual Payment (U.T.M.)
1	Alexis 1/1424	Minera Escondida Ltda.	Permanent	7,059	705.9
2	Amelia 1/1049	Minera Escondida Ltda.	Permanent	5,235	523.5
3	Catita 1/376	Minera Escondida Ltda.	Permanent	1,732	173.2
4	Claudia 1/70	Minera Escondida Ltda.	Permanent	557	55.7
5	Colorado 501/977	Minera Escondida Ltda.	Permanent	2,385	238.5
6	Costa 1/1861	Minera Escondida Ltda.	Permanent	9,159	915.9
7	Donaldo 1/612	Minera Escondida Ltda.	Permanent	3,060	306.0
8	Ela 1/100	Minera Escondida Ltda.	Permanent	500	50.0
9	Gata 1 1/100	Minera Escondida Ltda.	Permanent	400	40.0
10	Gata 2 1/50	Minera Escondida Ltda.	Permanent	200	20.0
11	Guillermo 1/368	Minera Escondida Ltda.	Permanent	1,785	178.5
12	Hole 14	Minera Escondida Ltda.	Permanent	1	0.1
13	Naty 1/46	Minera Escondida Ltda.	Permanent	230	23.0
14	Paola 1/3000	Minera Escondida Ltda.	Permanent	15,000	1,500.0
15	Pista 1/22	Minera Escondida Ltda.	Permanent	22	2.2
16	Pistita 1/5	Minera Escondida Ltda.	Permanent	9	0.9
17	Ramón 1/640	Minera Escondida Ltda.	Permanent	3,200	320.0
18	Rola 1/1680	Minera Escondida Ltda.	Permanent	8,400	840.0
			TOTAL	**58,934**	**5,893.0**

Source: MEL (2022)

[1] U.T.M./CLP 55,537. USD/CLP 787. As of 31st March 2022 (Source: Central Bank of Chile)

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Source: MEL (2022)

Figure 3-2: Minera Escondida Ltda. Mining Concessions

3.3 Mineral Rights Description and How They Were Obtained

All the mining leases are registered in the Antofagasta Mining Registry, and their current domain registers are held entirely (100%) in the name of Minera Escondida Ltda. These rights were acquired to a greater extent through a mining concession granted by the Government of Chile, and to a lesser extent, were purchased from other mining concessionaires.

Mining leases are granted for an indefinite duration; however, the mining legislation requires the annual payment of a mining patent in March, those that are paid to the Government of Chile, through the General Treasury of the Republic. In case of non-payment, the concession is subject to be auctioned at public auction. To avoid the loss of mining rights, the owner must pay the annual patent within the legal terms established by the Chilean Mining Code.

All significant permitting requirements that support the current mineral resources and mineral reserves estimates are either all in place or are expected to be renewed as required within the Chilean mining industry practice.

3.4 Encumbrances

The QP is not aware of any material encumbrances that would impact the current mineral resources or mineral reserves disclosure as presented herein.

During calendar year 2022, an update of the Chilean Mining Code was published, in which the cost of mining patents is increased from 0.1 U.T.M. per hectare to 0.4 U.T.M. per hectare, applicable from 2023, which increases the annual payment for maintenance of the portfolio of mining concessions. Other Significant Factors and Risks

All permits and approvals required to extract mineral resources and mineral reserves on the BHP leases are currently in place, but in the QP's opinion, should the plan be modified in the future, additional permits may be required.

There is a currently ongoing legal process against Minera Escondida Ltda. regarding a demand through the Chilean High Court concerning unplanned impacts upon ground water levels within the Salar de Atacama from historical operations. Since December 31, 2019, MEL has ceased water extraction from the Salar de Atacama, and currently operates on 100% desalinated water. MEL maintains that at no time did it exceed the limits set in the Resolucion de Claification Ambiental (Environmental Qualification Resolution). In the opinion of the QP this legal process does not impact the validity of this mineral resources and mineral reserves disclosure and is expected to be resolved through due legal process.

3.5 Royalties or Similar Interest

There are no royalties associated with MEL that are leased. BHP is majority owner of the property and does not hold any royalty other than its economic interest.

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4 Accessibility, Climate, Local Resources, Infrastructure and Physiography

The Escondida and Escondida Norte mining district is located 170 km southeast of Antofagasta, Chile, in the Atacama Desert. The mine site is connected to the city by the Camino Escondida, a well maintained asphalted road, which is open year-round.

Antofagasta is the regional capital of Chile's second region, with a population of approximately 362,000 inhabitants, according to the 2017 Census. Approximately 44.6% of MEL workforce lives in the Antofagasta Region (MEL, 2022).

4.1 Topography, Elevation, and Vegetation

The Escondida district is in the Atacama Desert in the II Region of Antofagasta. The deposit lies at an altitude of 3,100 m amsl in the eastern foothills of the Atacama Desert and the Domeyko Mountain Range.

The area is characterised by its extreme aridity due to a general absence of rainfall, high solar radiation and elevated saline concentration in the soil. These environmental conditions cause an almost total absence of vegetation. The limited vegetation that exists tends to occur in limited areas of water accumulation, temporary surface run-off, and/or the presence of underground water bodies. No permanent surface flows in the area have been identified.

The soils correspond to depositional materials without a pedogenetic development. Given its characteristics, it does not present suitable conditions for the development of forestry and ranching activities.

4.2 Means of Access

The MEL mine site is connected to the city of Antofagasta by the paved road Camino Escondida, with a travel time of approximately four hours to by vehicle (car, lorry or bus) and is open year-round. This route also connects with Route 1 (main coastal route) and Route 5 (main route that connects Chile from north to south), as shown in Figure 3-1. The city of Antofagasta hosts the Andres Sabella airport that handles local and occasional international flights. The airport is located 26 km north of Antofagasta.

The railway lines that connect the city of Antofagasta with the MEL mine site are owned by Empresa de Ferrocarriles del Norte Grande (Ferronor) and Ferrocarril de Antofagasta a Bolivia (FCAB). The railway lines connect the MEL mine site with the ports of Antofagasta and Mejillones and are primarily used for the transfer of supplies.

4.3 Climate and Length of Operating Season

The Escondida and Escondida Norte mine site is located in the Atacama Desert, in an Andean desert climate, presenting extreme weather conditions such as: high solar radiation, thermal oscillation, strong winds, and low atmospheric humidity. This climate has the highest amount of rainfall in the summer months, and receives on average between 20 and 60 millimetres (mm) per year. It has a large, thermal oscillation between day and night, which averages 10°C (50°F). During the summer months, the mean maximum temperature is close to 26°C (79°F); and during the winter months, the mean minimum temperature is -0.8°C (17°F). Relative humidity between July and October does not exceed 30%; while between November and March, the average is 60%.

The average wind speed fluctuates between 10 and 40 kilometres per hour (km/h), with maximum wind speed gusts exceeding 60 km/h. Winds typically present a predominant east-west orientation.

Despite these conditions, and with the exception of certain extreme weather events, operational continuity is not affected, and mining operations occur year-round.

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4.4 Local Resources

Antofagasta is the regional capital and is a modern city with all regular services and a population of approximately 362,000 inhabitants as of 2017. Numerous mining-related companies are based in the city and operate in surrounding areas. Antofagasta has all the necessary services of an industrial port city, such as potable water, public transportation, and electric power. It also has numerous shopping centres and good electronic communications.

4.5 Infrastructure and Availability

4.5.1 Water

Currently, most of the industrial water supply for operational needs comes from seawater, which is desalinated in specially designed and purpose-built plants located on the Antofagasta coastline at the Punta Coloso site. There, there are two desalination plants, whose production is pumped to the mine 170 km away and at a difference in elevation of 3,000 m. The water is carried by three aqueducts, one with a 24-inch (61 cm) diameter and two with 42-inch (106.7 cm) diameter.

4.5.2 Electricity

From FY23, all of MEL's energy demand is expected to be supplied via Kayros renewable Power Purchase Agreements (PPAs), replacing Power Angamos coal-based PPA and Tamakaya, an energy mix from BHP's Kelar Power Plant (Natural Gas) and the Spot Market for energy The Kayros renewable energy contract contributes to reduce MEL BHP's total Scope 2 emissions from FY23 and to achieve BHP's commitments by 2030. This contract has two providers, Enel Generation (60%) and Colbun (40%).

4.5.3 Personnel

As at 30 June 2022, MEL had 3,800 employees within which the proportion of female representation was 26.5%. Approximately 1.5% of the MEL workforce was made up of employees with disabilities, about 8% of MEL's employees were members of indigenous communities, and 44.6% of its workforce lived in the Antofagasta Region in which MEL is located (excluding contractors). In addition, as at 30 June 2022, MEL had engaged nearly 14,000 contractors, distributed among nearly 350 collaborating companies.

4.5.4 Supplies

The majority of supplies used at the MEL operation are sourced from within Chile. The principal strategic raw materials used in the operation, being those that without which the continuity of production could be affected, are shown in Table 4-1.

Table 4-1: Principal Strategic Raw Materials Used in the Operation

Key Supplies	Origin
Diesel	United States
Acid	Chile, Perú
Lime	Chile
Grinding Balls	Chile, Perú, China
Mill Liners	Chile
Blasting Supplies	Chile
Tyres	United States, Japan

Source: MEL (2022)

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5 History

5.1 Previous Operations

In 1978, Utah International Inc. and Getty Oil Co. formed a temporary partnership called the Atacama Project for the purpose of exploring porphyry copper deposits beneath the sedimentary and volcanic cover in northern Chile, between Calama and Copiapó. Between 1978 and 1981, an extensive surface geochemical exploration campaign was carried out that identified different exploration targets, including the Escondida area.

In 1981, a drilling campaign was carried out that led to the discovery of the Escondida deposit. Subsequently, a drilling campaign was carried out to delineate the deposit. Prior to its discovery, there was no evidence of significant mining activities in the area. Key steps in the history of the ownership of MEL are the following:

- In 1984, Utah and Getty were jointly acquired by BHP and Texaco, which subsequently sold its shares to BHP.
- In 1985, the ownership of MEL was formalised to be BHP (57.5%); Rio Tinto Zinc (30%); JECO (10%), and World Bank (2.5%).
- In 2001, BHP merged with Billiton to form BHP Billiton.
- In 2010, JECO ltd. acquired the part of the World Bank that belonged to BHP Billiton.
- In 2017, BHP Billiton was renamed BHP.

Currently, MEL's owners are: BHP (57.5%), Rio Tinto (30%), JECO Corporation (10%), and JECO 2 Ltd. (2.5%).

In 1989, construction began on the first concentrator plant (Los Colorados) with an ore processing capacity of 35,000 tonnes per day (tpd). In mid-1993, MEL started its Phase 1 expansion, increasing the ore processing capacity from 35,000 to 37,500 tpd. In August 1994, Phase 2 began, increasing the processing capacity to 55,000 tpd. A year later, in August 1995, Phase 3 began, increasing processing capacity to 105,000 tpd. In 1997, Phase 3.5 increased from 105,000 to 127,500 tpd. Table 5-1 shows the historical MEL milestones.

Table 5-1: Key MEL Milestones

Milestone	Year
Escondida deposit discovery	1981
BHP acquires Utah.	1984
Official inauguration of Minera Escondida Ltda.	1991
Start-up of Phase 1 Escondida expansion	1993
Start-up of Phase 2 Escondida expansion	1994
Start-up of Phase 3 Escondida expansion	1996
Start-up of Phase 3.5 expansion add leaching of oxides at Escondida,	1998
Start-up of Phase 4 Escondida expansion. Los Colorados plant and Laguna Seca increase production to 236,000 kilotonnes per day (ktpd).	2002
Start-up Escondida Norte mine	2005
Sulphide leaching process are inaugurated	2006
Desalination plant (P0) is completed – 500l/s capacity	2007
Begin construction of the Organic Growth Project 1 (OGP1) and Oxide Leach Area Project (OLAP) projects is announced	2012
Escondida Ore Access starts production	2012
Construction of MEL's second desalination plant is announced	2013
BHP assigns the construction contract for the Kelar power plant	2013

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Milestone	Year
Start-up Oxide Leach Area Project (OLAP)	2014
Construction of the Kelar power plant begins	2014
Escondida's OGP1 project starts operation	2015
Inauguration of OGP1, third copper concentrator,	2016
The Kelar gas-fired power plant, built to supply Minera Escondida and other BHP mines	2016
Completion of water extraction from Punta Negra	2017
Second desalination plant, EWS, starts with a capacity 2,500 l/s	2017
EWS expansion adding 833l/s	2019
100% use of desalinated water for processes	2020
Renewable power purchase agreements announced with 100% of MEL's energy to come from renewable energy from FY23	2020

Source: MEL (2022)

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5.2 Exploration and Development by Previous Owners or Operators

From 1981 to 2022, multiple exploration drilling programmes targeting copper mineralisation on the project have been undertaken. In recent years the overall drilling program has stabilised in terms of the total annual drilling required to support the ongoing annual mine planning cycle. All drilling has been completed by MEL either under its current holding, or via previous holdings (prior to 1984).

Several different drilling techniques have been implemented by MEL, including diamond core drilling (DDH), percussion drilling (DTH), reverse circulation drilling (RC), and minor conventional rotary drilling. From 1981 to 2022, 8,596 drill holes, totalling 2,691,948 m, were drilled across the combined Escondida and Escondida Norte deposits. Table 5-2 summarizes the drilling by type and year of drilling. Rotary drill information is minimal and not material to geological evaluation and resource estimation.

MEL has not used data from early DTH drilling for resource modelling due to the low confidence in the sampling associated with this older drilling technique potentially resulting in downhole contamination and poor quality data. In the QP's opinion this drilling technique is not appropriate for mineral resources estimation purposes. It is the QP's opinion that the exclusion of DTH from the estimate is not material.

Additional details on the exploration history can be found in Chapter 7.

Table 5-2: Drilling by Type and Year (Total Escondida and Escondida Norte combined)

Year	DDH	RC	RC-DDH	Total Metres
EXP81-86	55,059	-	61,527	116,587
FY90	-	2,461	-	2,461
FY91-92	1,339	2,962	5,168	9,469
FY93	-	2,999	-	2,999
FY93-94	8,106	14,815	28,098	51,018
FY95	1,323	250	30,565	32,138
FY96	-	3,462	-	3,462
FY97	11,152	4,012	600	15,763
FY98	805	2,570	7,975	11,350
FY99	4,513	9,554	5,104	19,171
FY00	18,197	42,388	40,792	101,377
FY01	33,169	103,572	95,956	232,697
FY02	16,015	60,708	16,925	93,648
FY03	22,727	39,366	15,008	77,100
FY04	23,933	30,368	27,277	81,578

Year	DDH	RC	RC-DDH	Total Metres
FY05	27,375	55,135	24,886	107,396
FY06	21,092	33,056	47,255	101,403
FY07	9,315	36,138	45,625	91,078
FY08	20,340	60,800	72,996	154,137
FY09	46,251	54,358	70,880	171,490
FY10	55,621	40,390	262,791	358,802
FY11	62,121	36,844	165,807	264,773
FY12	83,492	24,596	102,921	211,009
FY13	33,566	11,564	45,042	90,172
FY14	24,462	12,158	32,231	68,851
FY15	38,683	12,652	18,138	69,473
FY16	20,335	6,676	8,489	35,499
FY17	27,030	4,746	2,900	34,676
FY18	24,841	2,594	3,654	31,089
FY19	14,529	3,194	4,580	22,303
FY20	14,141	3,756	760	18,657
FY21	6,712	3,610	—	10,322
Total	**726,244**	**721,754**	**1,243,949**	**2,691,948**

Note: This table excludes DTH drill holes.

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6 Geological Setting, Mineralisation, and Deposit

6.1 Regional Geology

The Escondida district, which principally comprises the Escondida and Escondida Norte deposits, is located in northern Chile in the Antofagasta Region, forming part of the Upper Eocene - Oligocene age (43 - 31 million years (Ma)) copper porphyry belt that forms one of the most important regional copper districts in the world. Numerous Cu-Mo deposits and prospects have been identified within this belt, including the Chuquicamata and Escondida deposits (Figure 6-1A).

The Upper Eocene-Oligocene porphyry belt extends for more than 1,400 km along the Domeyko Range from the Peruvian border (18°S) to latitude 31°S (Figure 6-1A). The Domeyko Range is the result of compressional deformation processes that started at the beginning of the Upper Cretaceous and culminated during the Inca compressional phase in the Upper Eocene - Lower Oligocene. These events gave rise to the Domeyko Fault System (Mpodozis et al., 1993) that played a fundamental role in the emplacement of the porphyry systems.

The Escondida district can be defined as a north-south trending structural belt 70 km wide and 120 km long (Wong, C., 2013), composed of a series of structural elements developed under an east-west shortening regime, normal to the convergence zone and low evidence of north-south transcurrent deformation. In this deformational scenario, the copper deposits of the Escondida cluster are preferentially located on the eastern edge of the Escondida - Sierra de Varas shear lens of the Domeyko Fault System.

Figure 6-1 shows a Regional Geologic Map (Mpodozis, C. and Cornejo, P., 2012), where the shear lenses delimited by the Sierra de Varas Fault to the west and La Escondida Fault to the east (locally correlated with the Portezuelo - Panadero Fault) are observed.

The lithological units present in the Escondida District correspond mainly to sedimentary, volcanic, and intrusive units, whose ages range from Upper Palaeozoic to Eocene (Figure 6-1). These lithological units are described according to their ages discussed below.

Maps presented in this chapter use local mine coordinates unless otherwise stated

6.1.1 Palaeozoic

Palaeozoic rocks are characterised by a series of isolated basement blocks (300-270 Ma), which form the core of the Domeyko Cordillera (Mpodozis, C. and Cornejo, P., 2012) (Figure 6-1). These blocks are limited to the west by the Escondida shear lens.

6.1.2 Mesozoic

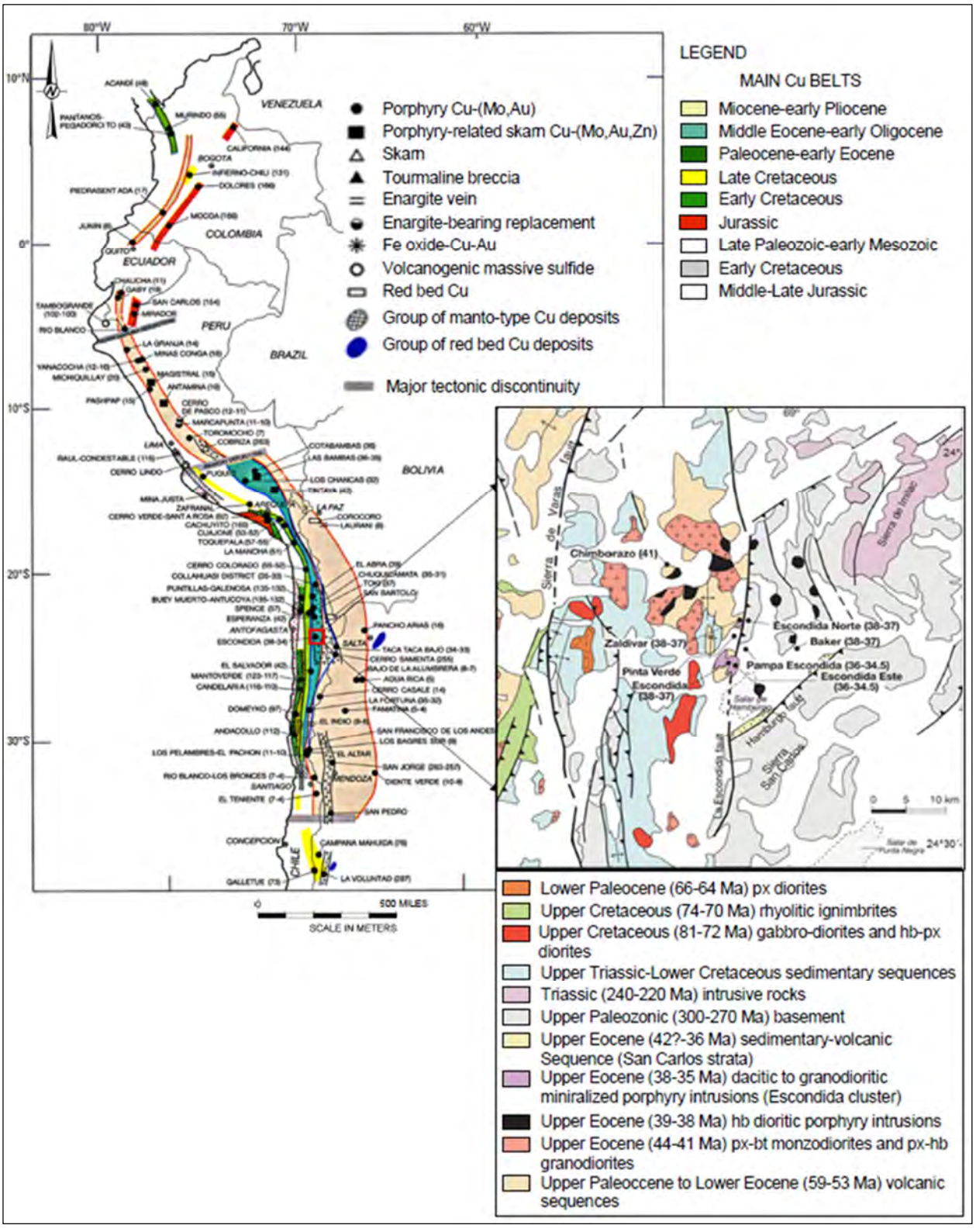
Mesozoic rocks are represented by continental sedimentary and intrusive rocks, which are located mainly in the Escondida-Sierra de Varas shear lens. The continental sedimentary rocks have been assigned to the Upper Triassic-Lower Cretaceous and are more than 9 km thick in the Salar de Atacama depression.

The intrusive rocks are pyroxene gabbro, diorites, and hornblende-pyroxene monzodiorites, which are related to a Late Cretaceous (81-71 Ma) intrusion. These units intruded continental sedimentary strata (Figure 6-1).

6.1.3 Cenozoic

The Cenozoic rocks are mainly volcanic and intrusive rocks. The volcanic rocks have been assigned to the Palaeocene-Early Eocene (59-53 Ma) (Marinovic et al., 1995; Richards et al., 2001; Urzúa, 2009), and represent the localised and recurrent magmatic activity east of the frontal arc of the Andes (Figure 6-1B) during the Late Cretaceous-Early Palaeocene (85-50 Ma).

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Source: A) Sillitoe and Perelló, 2005, B) Mpodozis and Cornejo, 2012.
Coordinate system: Latitude – Longitude

Figure 6-1: A) Metallogenic Belts of the Andes and their Main Copper-bearing Porphyries, B) Regional Geology Escondida District

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The earliest Eocene magmatism event in the Escondida district is represented by Monzodiorites and Granodiorites (44-41 Ma) emplaced in the Escondida-Sierra de Varas shear lens north of Escondida (Marinovic et al., 1995; Richards et al., 2001; Urzúa, 2009) (Figure 6-1).

The second episode of Eocene-Oligocene magmatism began with the intrusion of a group of small bodies along the Escondida Fault. These rocks correspond mainly to dioritic stocks with U-Pb ages of 39-38 Ma (Richards et al., 2001; Urzúa, 2009), which intruded the volcanic rocks of the Escondida-Sierra de Varas shear lens (late Palaeocene-Early Oligocene) and the Palaeozoic basement of the Imilac block (Figure 6-1B) (Mpodozis, C. and Cornejo, P., 2012). The distribution of these bodies indicates that probably are apophyses of a larger pluton (Mpodozis, C. and Cornejo, P., 2012). A slightly younger group, 38-37 Ma, of NE to N-NE oriented porphyries were emplaced near the Escondida Fault. These porphyries are recognised at Zaldívar, Escondida, Escondida Norte, Pinta Verde and Baker (Richards et al., 2001; Urzúa, 2009; Hervé et al., 2012) (Figure 6-1B).

The last magmatism in the Escondida district was related to the intrusion, immediately east of the Escondida fault, of the Escondida East and Pampa Escondida porphyries between 36-34.5 Ma, (Hervé et al., 2012) (Figure 6-1).

6.2 Local Geology

The local geology comprises two major geological environments (Figure 6-2); the first, located to the east, is characterised by basement rocks of the Palaeozoic La Tabla Formation. The second, located to the west, is characterised by the Mesozoic sedimentary sequence of El Profeta Formation, Santa Ana Formation and Augusta Victoria Formation, (Figure 6-2).

The La Tabla Formation is formed by andesitic and rhyolitic volcanic rocks. Their intrusive contemporaneous rocks (Monzogranites, Tonalites, Quartz Diorites) have a calc-alkaline composition (Richards et al., 2001; Urzúa, 2009). Ages range from Late Carboniferous to Early Permian and represent the host rock of the Escondida Este, Escondida Norte-Zaldívar, and Pampa Escondida deposits.

El Profeta and Santa Ana Formations (Maksaev et al., 1991), are a marine carbonate and continental clastic sequence, with ages between the Upper Triassic and Lower Cretaceous. These units were accumulated in the back arc-basin upon the Palaeozoic-Triassic basement.

The Augusta Victoria Formation is characterised by calc-alkaline andesitic flows, dated by zircon U-Pb at ~ 58 to 53 Ma (Urzúa, 2009).

The oldest post-Palaeozoic intrusive rocks in the Escondida district are Alkaline Gabbro and Diorites, Monzodiorites, Monzonite and Granite of Late Cretaceous age (~ 77-72 Ma; U-Pb zircon). Two additional gabbro to granite complexes of Late Cretaceous to Early Palaeocene are also recognised along the western side of the Escondida district (Urzúa, 2009).

The next intrusive activity in the district resulted in epizonal complexes associated with the porphyry copper deposits (Hervé et al, 2012). It started with stocks of fine-grained hornblende diorite and hornblende monzodiorites, covering an area of 45 km^2 in the north-western part of the district (Figure 6-2). U-Pb zircon dates indicate ages ranging between ~ 43 to 41 Ma (Urzúa, 2009) and ~ 38-36 Ma Ar / Ar ages (Richards et al., 2001). The ore-related intrusions in the Escondida deposit are multiphase biotite granodiorite porphyries, with zircon U-Pb ages between ~ 38 and 34.5 Ma (Hervé et al 2012). The last intrusion was the rhyolite porphyry at Escondida Este dated at ~ 34 Ma (Hervé et al, 2012). Escondida Este is a deeper extension to the southeast of the Escondida deposit, overlapping each other in space, but distinguished by distinctly later intrusive pulses.

Immediately east of Escondida and Escondida Norte, a thick sequence of sedimentary and andesitic rocks can be identified (Figure 6-2). These rocks outcrop in the foothills immediately adjacent to the Hamburg

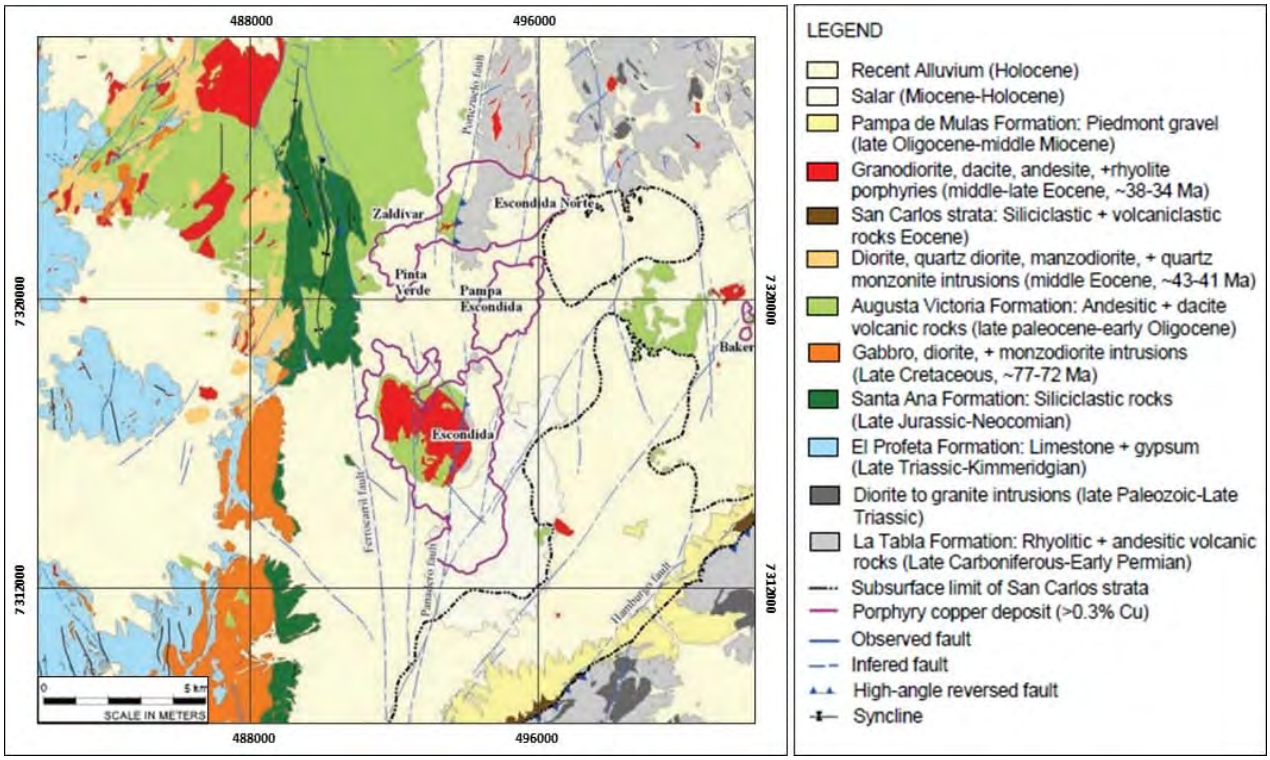
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reverse fault with NW convergence (Figure 6-2), where they were identified as “San Carlos strata” by Urzúa, 2009. This unit has a maximum thickness of 1,200 m and includes greenish-grey and red sandstones and conglomerates, which in their upper parts are intercalated with a cumulative thickness of up to 500 m of andesitic laharic breccia, ignimbrite, and subsidiary flows, which reported two U-Pb zircon Ages of 38.0 ± 2.1 and 37.7 ± 0.6 Ma (Urzúa, 2009).

The final stratigraphic unit in the district is the Pampa de Mulas Formation, which corresponds to an extended, flat and stratified, poorly consolidated, piedmont gravel sequence of mass flow origin, which is up to 240 m thick. Near the deposits, the sequence contains abundant clasts of altered rocks, especially advanced argillic lithocaps. It is assigned to the Oligocene to middle Miocene interval by Marinovic et al. (1995) and Urzúa (2009), which agreed well with ages of 8.7 ± 0.4 to 4.2 ± 0.2 Ma for the overlying felsic air-fall tuff horizons at Escondida and Zaldívar (Alpers and Brimhall, 1988; Morales, 2009).

The major faults and associated fold axes in the Escondida district are parallel and N to NNE-trending structures (Mpodozis et al., 1993b; Marinovic et al., 1995; Richards et al., 2001; Urzúa, 2009; Figure 6-2). These faults constitute the eastern portion of a shear lens ~ 180 km long and up to 20 km wide (Mpodozis et al., 1993). In the Escondida district, the most prominent fault is Portezuelo-Panadero, this is a reverse structure with a dip of 65 ° E that contacts the La Tabla Formation over the Augusta Victoria Formation units (Navarro et al., 2009; Urzúa, 2009; Figure 6-2).

Geological descriptions for each deposit (or group of deposits) are summarised below.

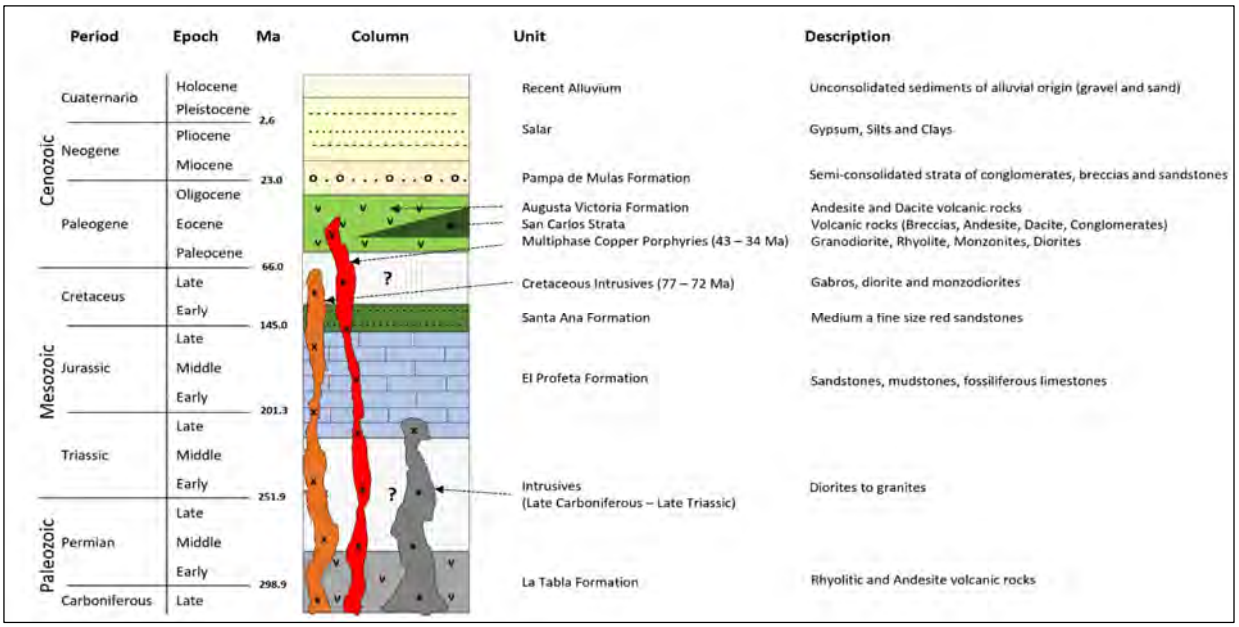


Source: Hervé et al, 2012)
Coordinate system: UTM WGS84

Figure 6-2: Local Geology Map

Figure 6-3 details the stratigraphic column and presents the relationships between the different units and their correlation with the formations and complexes described.

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Source: MEL (2022)

Figure 6-3: Stratigraphic Column for Escondida District

6.3 Property Geology

All mineral deposits in the Escondida cluster are related to multiphase biotite Granodiorite Porphyry stocks, which were preceded by diorite to monzodiorite intrusives, closely associated with magmatic-hydrothermal breccias typically of high Cu grade (Hervé et al, 2012)..

The early porphyry phases consistently host the highest-grade Cu mineralisation. Alteration-mineralisation events at Escondida are distributed from a zone at depth with a potassic association and grey sericite alteration overlain by chalcopyrite and bornite. Then, more pyritic zones of chlorite-sericite and sericite are recognised at intermediate levels and superficially shallow advanced argillic shallow developments with remnants of old lithocap that may have reached a total extent of 200 square kilometres (km^2), associated with high sulphidation copper sulphide mineralisation, much of it in enargite-rich massive sulphide veins.

Hervé et al, 2012, indicate that the Escondida and Escondida Norte deposits, formed between ~ 38 to 36 Ma, and have a deep telescoping process, while the earlier Chimborazo (~ 41 Ma), and later mineralised bodies, such as Escondida Este and Pampa Escondida (~ 36-34 Ma), show only minor telescoping, suggesting that uplift and erosion of the maximum Inca deformation, occurred between 38 and 36 Ma.

The Portezuelo-Panadero and subsidiary longitudinal faults in the district were subjected to sinistral transpression prior to the formation of the deposit (before 41 Ma), which resulted in clockwise block rotation that was responsible for the initial synorogenic generation and filling of the San Carlos depocenter. The Escondida district was then subjected to transient dextral transpression during the emplacement of NNE to NE oriented porphyry copper intrusions with associated alteration and mineralisation (~38 - 34.5 Ma). The dextral regime had disappeared by the time of emplacement of a late N-trending mineralised rhyolite porphyry at Escondida Este and was replaced by transient sinistral transpression during the final stage of formation of NW-trending high and intermediate sulphidation, massive sulphide veins and phreatic breccia dikes. Since 41 Ma, faults in the district have not undergone appreciable displacement, because none of the porphyry copper deposits show significant lateral, or vertical, displacement.

Uplift and erosion characterised the late Oligocene to early Miocene, during which the extensive earlier lithocap was largely stripped and incorporated as detritus into a sequence of coarse piedmont gravel

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(Wong, 2013). Development of leached hematitic horizons and chalcocite-enriched zones, along with subsidiary copper oxide ore, was active beneath the topographic highs at Escondida, Escondida Norte-Zaldívar, and to a lesser extent, Chimborazo from ~ 18 to 14 Ma. It is noted, however, that this supergene activity was much less important in the gravel-covered and topographically lower Pampa Escondida deposit. After ~ 14 Ma, supergene processes were restricted by the occurrence of hyper aridity in much of northern Chile.

6.4 Mineral Deposit

The Escondida cluster is formed by the Escondida (including Escondida Este) and Escondida Norte - Zaldívar porphyry copper deposits (Figure 6-2). The latter corresponds to the same ore body mined by two different companies and operations. Additionally, the porphyry copper deposits of Chimborazo and Pampa Escondida, as well as Pinta Verde, have been recognised.

6.4.1 Escondida Deposit

Lithology

Escondida includes two porphyry copper mineralised centres. Escondida, which is hosted in andesitic flows and subordinate breccias of the Augusta Victoria Formation (Ojeda, 1986), and Escondida Este, which is hosted in andesitic volcanic rocks of the La Tabla Formation and coeval intrusions. The Escondida mineralisation is large, comprising an area 100s of metres wide and over 1km is length. It is one of the largest known porphyry systems in the world.

At Escondida, the Augusta Victoria volcanic sequence is cut by a biotite granodiorite porphyry, within which the early phases have a NE trend, known locally as Feldspathic Porphyry, dated at 37.9 ± 1.1, 37.7 ± 0.8 and 37.2 ± 0.8 Ma (Richards et al., 1999; Padilla-Garza et al., 2004). At Escondida, this unit measures 3.3 x 1.5 km with an average thickness of ~ 1.5 km and is recognize at least down to 1.8 km below the surface. To the west and south, early granodiorite porphyries are cut by many late intermineral porphyries; to the west a biotite granodiorite named as Granodiorite Verde dated to 35.4 ± 0.7 Ma (Hervé et al, 2012) is recognised and in the southern sector a lithological sequence ranging from diorite to quartz monzodiorite with different degrees of alteration, named Intermineral Porphyry, is recognised (Technical Note, SI Geology, 2021). The Feldspathic Porphyry stock and copper mineralisation are cut to the north by a biotite rhyolite dome with quartz phenocrysts > 10% by volume, known locally as Quartziferous Porphyry and has been dated at 37.5 ± 0.6 Ma.

Numerous bodies of Magmatic-Hydrothermal Breccias, which constitute approximately 5% of the Escondida deposit, host the highest grade hypogene and supergene copper mineralisation (Ojeda, 1986, 1990; Véliz, 2004). The breccia clasts, commonly polymictic in nature, are surrounded by varying proportions of sulphide and quartz cement with rock dust matrix (Ojeda, 1986, 1990; Véliz, 2004).

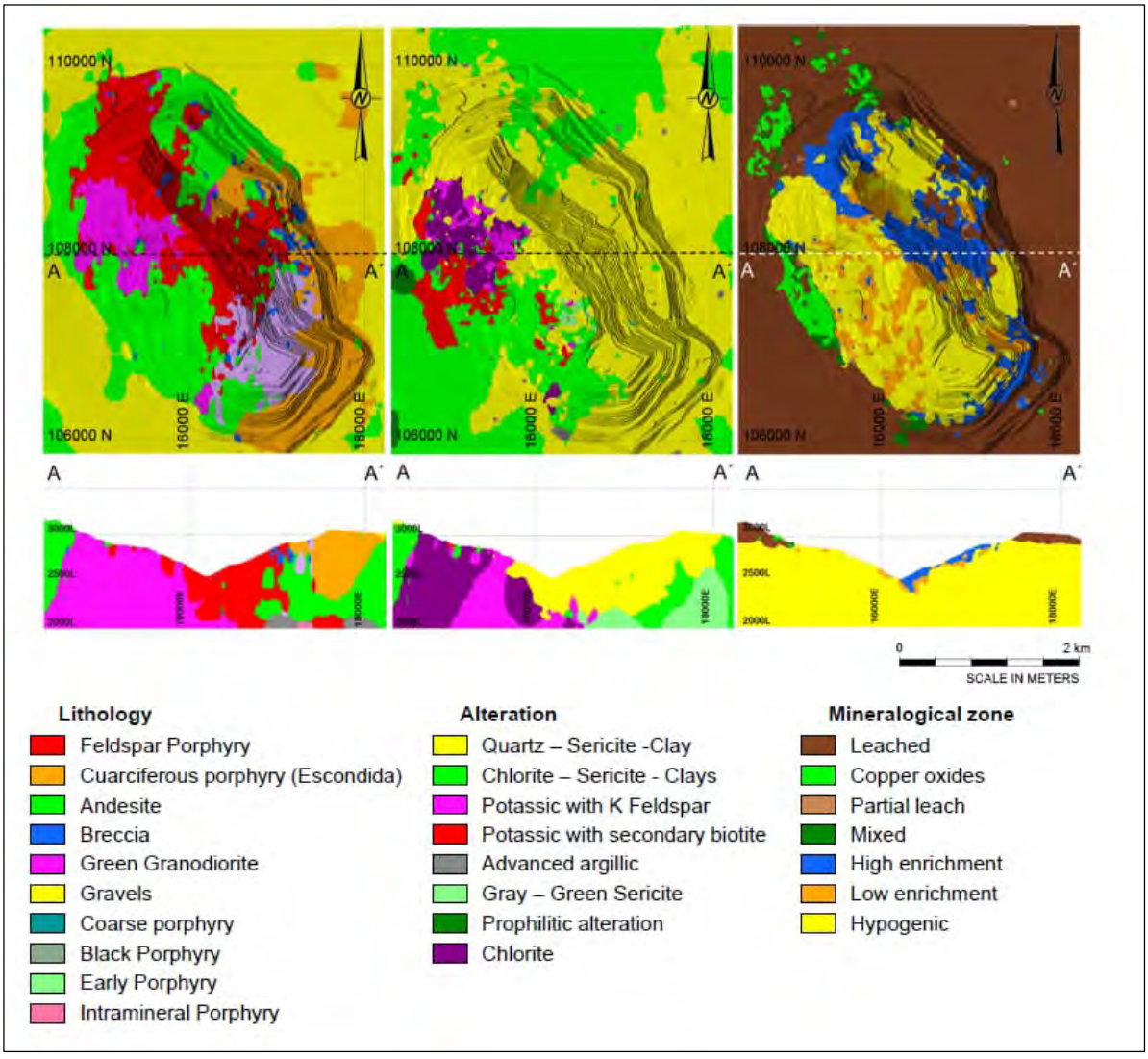
The Escondida deposit, is limited to the east by a late biotite rhyolite porphyry affected by a high sulphidation event, known locally as Quartziferous Porphyry dated at 34.7 ± 1.7 Ma (Richards et al. 1999). This unit measures 3 × 1.5 km at the surface and follows the direction of the North trending Portezuelo - Panadero fault.

Alteration and Hypogene Mineralisation

Much of the feldspathic porphyry shows sericitic alteration in shallow levels already exploited an advanced argillic zone and at deeper only along fault zones. Quartz, pyrophyllite and subordinate alunite, diaspore, and svanbergite are reported (Brimhall et al., 1985; Alpers and Brimhall, 1988). At depth and as remnants in the sericitic zone, patches of chlorite-sericite alteration exist, which give way downward to biotite in andesitic volcanic rocks and k-feldspar > biotite in the porphyries (Padilla-Garza et al., 2001). The superimposed potassic and sericitic alteration contains abundant A and B type quartz veinlets. The

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Granodiorita Verde unit shows a weak potassic alteration in veinlets with a generalised chlorotic overprint within which the remaining hydrothermal k-feldspar stands out. The Intermineral Porphyry unit presents diverse alteration associations with variable intensities and showing as a characteristic element, the truncation of veinlets. In some sectors of the pit, there is a marked superimposition of hydrothermal events that originate an intense obliteration on the primary texture, leaving only some quartz relics, which evidence the presence of the intermineral unit (Technical Note, SI Geology, 2021). This unit can be presented primarily with a Chlorite - Sericite - Illite association (Event 1) or affected by superimposition of hydrothermal events such as Sericite - Quartz (Event 2), Sericite (Event 3) and Pyrophyllite - Alunite or Pyrophyllite (Event 4).



Source: MEL (2022)

Figure 6-4: Pit Shell and Vertical Section for Lithology, Alteration, and Mineralogical Zone for Escondida

The hypogene sulphide mineralisation at Escondida is obliterated by the effects of the supergene enrichment. However, chalcopyrite and bornite are identified in relict potassic zones along with chalcopyrite and pyrite from the overprinted chlorite-sericite and sericite zones. The high sulphidation mineralisation occur in the advanced argillic zone. In the underlying Green Granodiorite intrusion, pyrite dominates over chalcopyrite and copper grades are 0.05 to 0.25%, decreasing at depth.

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Supergene Mineralisation

Escondida is characterised by a mature supergene profile with high kaolinite contents, which include a hematitic leaching layer, with an average thickness of ~ 200 m, but locally, can reach 400 m. This leaching zone is supported by a NW-trending enrichment zone that covers an area of 4.5 × 1.8 km with a maximum thickness of ~ 400 m. NW-trending faults, fractures, and veins intersecting the NW trend combined with higher hypogene copper contents appear to have been the main controls on both the shape and depth of the enrichment zone (Ojeda, 1986, 1990; Padilla-Garza et al., 2001). The zone is dominated by chalcocite-group minerals in its higher grade upper part with lower-grade covellite and hypogene sulphides remaining that become dominant at depth. The supergene event is dated between ~ 18 to 14 Ma (Alpers and Brimhall, 1988) in supergene alunite at the limit of the leaching and enrichment zone.

Copper oxide mineralisation at Escondida is mainly found in andesitic volcanic rocks altered with biotite and chlorite-sericite in which brochantite and antlerite are the main minerals along with minor chrysocolla, atacamite, various copper phosphate minerals, cuprite, and native copper with the last two being concentrated in the upper part of the enrichment zone (Ojeda, 1986; Véliz and Camacho, 2003).

6.4.2 Escondida Norte Deposit

Lithology

Escondida Norte is hosted by volcanic rocks of the La Tabla Formation and coeval intrusive phases. To the east and at depth, the La Tabla Formation include andesitic rocks, dated at 294.4 ± 4.6 Ma (Jara et al., 2009), which are overlain to the west by a rhyolitic sequence, mainly welded ignimbrites, known locally as Rhyolitic Porphyry, which has been dated at 290.0 ± 4.0, 294.2 ± 2.4 and 298.2 + 5.5 /-4.9 Ma (Richards et al., 1999; Jara et al., 2009).

The intrusives are coarse-grained monzogranites, Coarse Porphyry (298.8 ± 2.6, 293.0 ± 6.0, 291.1 ± 2.3, 289.9 ± 3.5 Ma; Morales, 2009), granodiorite porphyry (287.1 ± 4.4 Ma; Jara et al.; 2009) and diorite. The western part, west of the Portezuelo-Panadero reverse fault, is in contact with andesitic volcanic rocks of the Augusta Victoria Formation and at depth with andesites of the La Tabla Formation.

The units described above, are intruded by a series of NE oriented dikes and larger bodies of biotite granodiorite porphyry granodiorite, which include early phases locally referred to as Feldspathic Porphyry, intermineral and late phases referred to as Dacitic Porphyry (Figure 6-5). At Escondida Norte, the Feldspathic Porphyry measures 1.7 x 1 km and is recognized at least down to 1.2 km below the surface (Figure 6-5). The early and intermineral phases, are dated at 38.0 ± 0.5, and 37.5 ± 0.5 Ma (Hervé et al 2012), while the late mineral phase yielded ages of 36.0 ± 0.8, 35.7 ± 0.7, and 35.5 ± 0.8 Ma (Jara et al., 2009).

Limited bodies of polymictic magmatic-hydrothermal breccias are associated with early and intermineral porphyries. These breccias show sericitic alteration or sericite chlorite and are cemented by quartz, pyrite, and varying amounts of chalcopyrite at shallow depth, and by quartz-biotite-anhydrite ± feld-K ± magnetite together with chalcopyrite and bornite at depth.

It is one of the largest porphyry systems in the world.

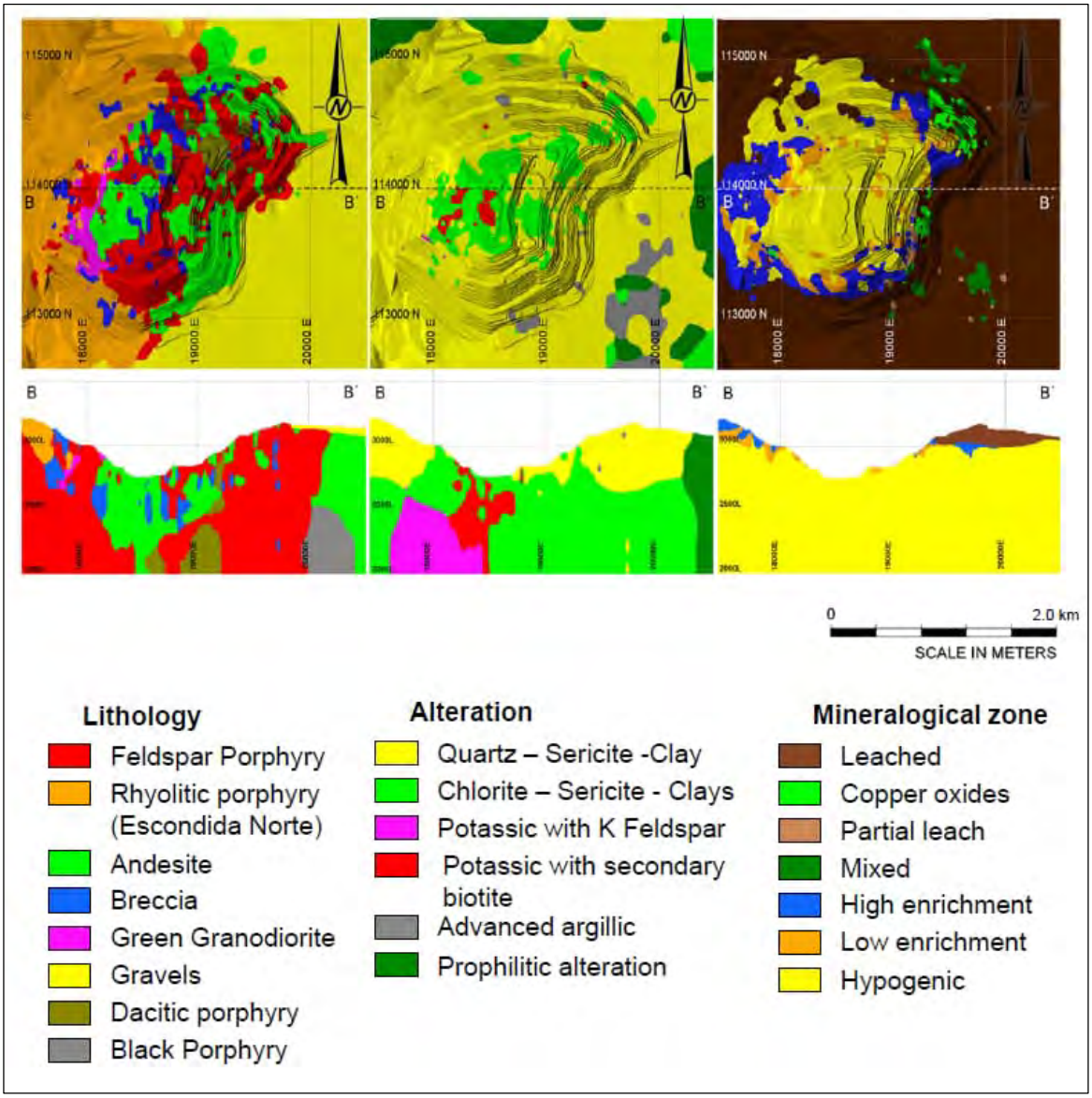
Alteration and Hypogene Mineralisation

Potassic alteration is present at depth throughout the deposit, with biotite-feldspar-K association in the felsic rocks and biotite and minor magnetite predominate in the andesitic volcanic rocks and diorites. The potassic alteration have biotite and magnetite veinlets and abundant feld-K and quartz-feldspar-K veinlets, the latter of A-type. Grey sericite veinlets overlie the potassic zone.

At shallower levels, the generalised alteration is chlorite-sericite, which is characterised by the occurrence of chlorite-sulphide veinlets overlaying and destroying the potassic association. This is covered by a

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sericitic zone, which is locally overlain by quartz-pyrophyllite ± alunite alteration, closely associated with the NW-directed high sulphidation vein zones. Most of the hypogene sulphide mineralisation at Escondida Norte consists of chalcopyrite and pyrite with the development of only localised centres of chalcopyrite - bornite ± chalcocite mineralisation in the potassic zone.



Source: Escondida (2022)

Figure 6-5: Pit shell and Vertical Section for Lithology, Alteration and Mineralogical Zone for Escondida Norte

Supergene Mineralisation

A well-developed supergene profile is present at Escondida Norte, which include a leached hematitic surface, averaging 100 to 200 m (up to 350 m) thick, and a 20 to 250 m thick enrichment zone. The enrichment zone has a surface of 2 × 1.5 km, trending NE; it is divided into a high-grade, chalcocite-dominated upper zone (High Enriched), and a lower-grade basal part with covellite and lower chalcocite (Low Enriched). Supergene kaolinite is present throughout the zone and supergene alunite is dated to be ~ 17 to 14 Ma (Morales, 2009).

Copper oxide mineralisation is irregularly developed above the enrichment zone, mainly with antlerite and brochantite in the higher-grade central parts (Maturana and Saric, 1991; Monroy, 2000; Williams, 2003), and chrysocolla and atacamite peripherally.

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7 Exploration

As presented in Chapter 5.2 of this TRS, the Project area has been the subject of various historical and recent exploration drilling campaigns, mainly targeting Cu mineralisation at the Project site.

In the 1980s, Utah Corporation generated a plan to explore for metal deposits in northern Chile. Using a methodology of geochemical exploration, an area of interest was identified, and a drilling campaign was carried out that led to the discovery of the Escondida deposit. These early exploration campaigns were carried out by different mining companies, and for the oldest campaigns, there is no detailed document available describing how the historical information was collected. A total of 2,691,948 m of exploration drilling has been completed (up until December 2021), distributed across 5,764 drill holes for Escondida and distributed across 2,832 drill holes for Escondida Norte.

The main objective of the exploration programmes implemented at MEL has been the exploration of new deposits, as well as to improve mineral resources classification to support the annual planning cycle. The results of these programmes serve as the basis to support planning and growth strategies as well as investment programmes for the modernisation of the mining unit.

Maps presented in this chapter use local mine coordinates derived from the PSAD-56 UTM projection.

7.1 Exploration Work (Other Than Drilling)

Limited non-drilling surface exploration work has been conducted at MEL. At the beginning of the exploration, surface geochemical and geophysical techniques were used. At present, given that this is an operating deposit with an adequate level of geological knowledge, no other non-drilling exploration work is being carried out within the mine's area of operation.

In the opinion of the QP, this information isn't relevant as it only supported the initial planning of exploration.

7.2 Exploration Drilling

7.2.1 Drilling Type and Extent

Since the 1980s, drilling has been the primary sampling method for estimating mineral resources and mineral reserves at MEL. Extensive drilling activities have been carried out at different scales and in multiple phases in line with business planning cycles

Exploration drilling has been undertaken almost yearly at MEL since 2000. Total drilling available for resource estimate at Escondida and Escondida Norte is approximately 8,600 drill holes totalling approximately 2,690,000 m. Since the initial exploration drilling campaigns several different drilling techniques have been implemented, including:

- Conventional open rotary holes: 96 drill holes mainly from the early exploration of the deposit and were excluded from the mineral resources estimation process due to the low confidence in their sampling.
- RC drill holes: 5½ inch to 5¾ inch (139.7 mm to 146.05 mm) for geological sample recovery.
- DDH: Mainly HQ (63.5 mm diameter) with reduction to NQ (47.6 mm) and BQ (36.4 mm) as required. PQ holes (85 mm) for metallurgical purposes.
- Combination of RC and DDH: The combined drill holes (RC-DDH) have been used mainly to save cost by using RC to drill through barren overburden and switching to DDH method shortly above mineralised rock.

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Table 7-1 and Table 7-2 shows the number of holes and cumulative length of drilling for each drilling method for Escondida and Escondida Norte. The differences between drilled and analysed metres are due to non-mineralised intervals that have not been assayed.

Table 7-1: Summary of Metres Drilled, Escondida

Type of Drilling	Number of Drill Holes	Metres Drilled	Metres Assayed
	(#)	(m)	(m)
DDH	1,688	503,329	476,116
RC	2,459	417,569	405,060
RC-DDH	1,617	847,840	797,439
Total	**5,764**	**1,768,738**	**1,678,615**

Source: MEL (2022)

Table 7-2: Summary of Metres Drilled, Escondida Norte

Type of Drilling	Number of Drill Holes	Metres Drilled	Metres Assayed
	(#)	(m)	(m)
DDH	702	222,916	218,795
RC	1,218	304,185	300,244
RC-DDH	912	396,110	389,042
Total	**2,832**	**923,211**	**908,081**

Source: MEL (2022)

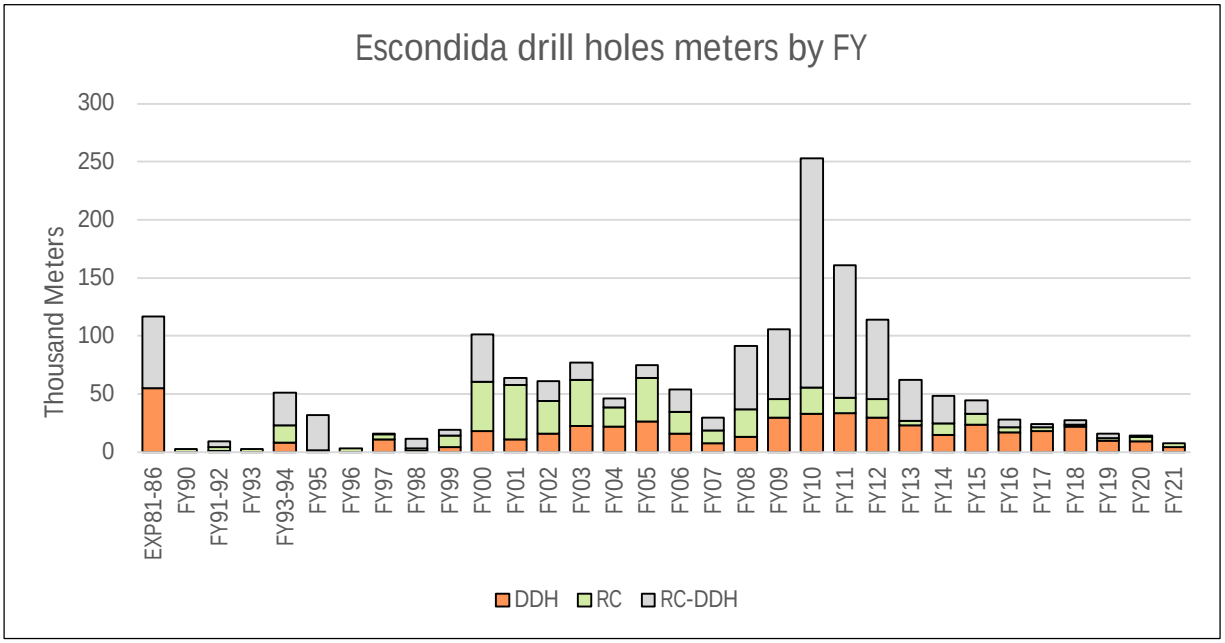
The annual infill drilling campaigns were intended to confirm the mineral resources based on the mining plan. From FY2000 to FY2008, an average of 80,000 m were drilled annually, except in 2001, when the number of metres drilled was increased to support the then Escondida Norte Project.

Between FY2008 and FY2012, drilling was increased to support the estimates of mineral resources for MEL's growth projects. Since 2013, the guidelines for determining the metres to be drilled require a minimum of 90% measured mineral resource for the first two years of production and a minimum of 80% measured mineral resource to complete the 5-year plan.

Geotechnical and hydrogeological drill holes that have already been used in their corresponding models were released for use in the Resource models, going through all the QA/QC requirements of infill drill holes.

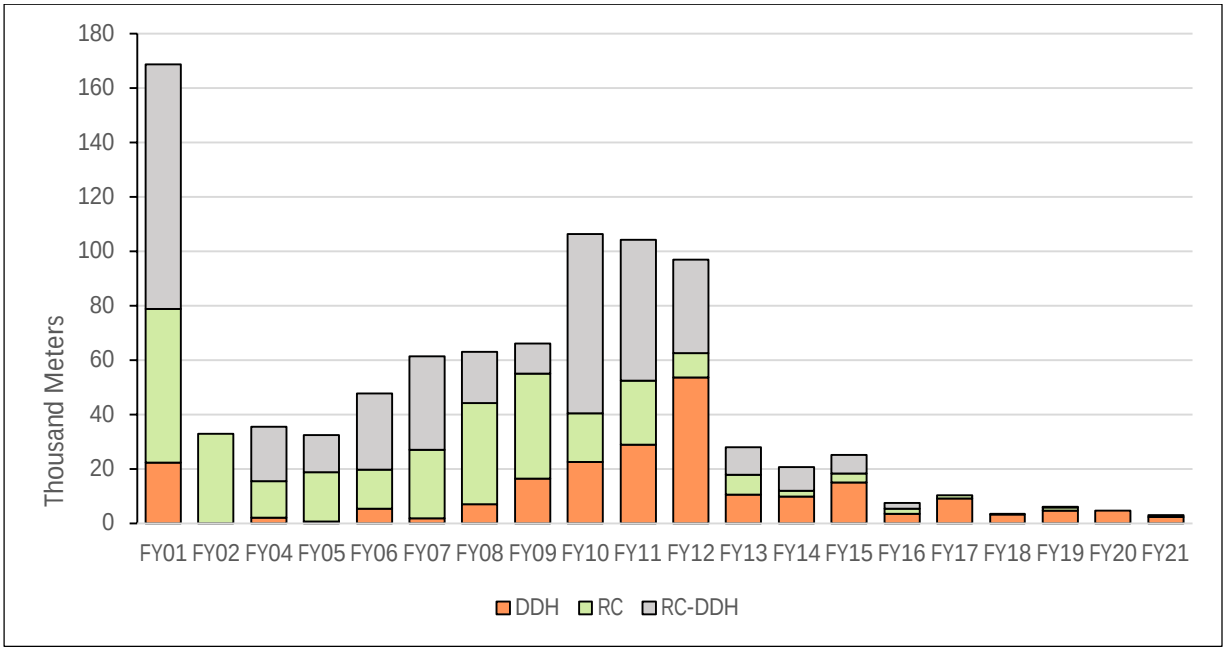
Figure 7-1 and Figure 7-2 show the metres drilled per year since the start of the exploration phase for Escondida and Escondida Norte.

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Source: MEL (2022)

Figure 7-1: Metres Drilled by Drilling Type and FY, Escondida

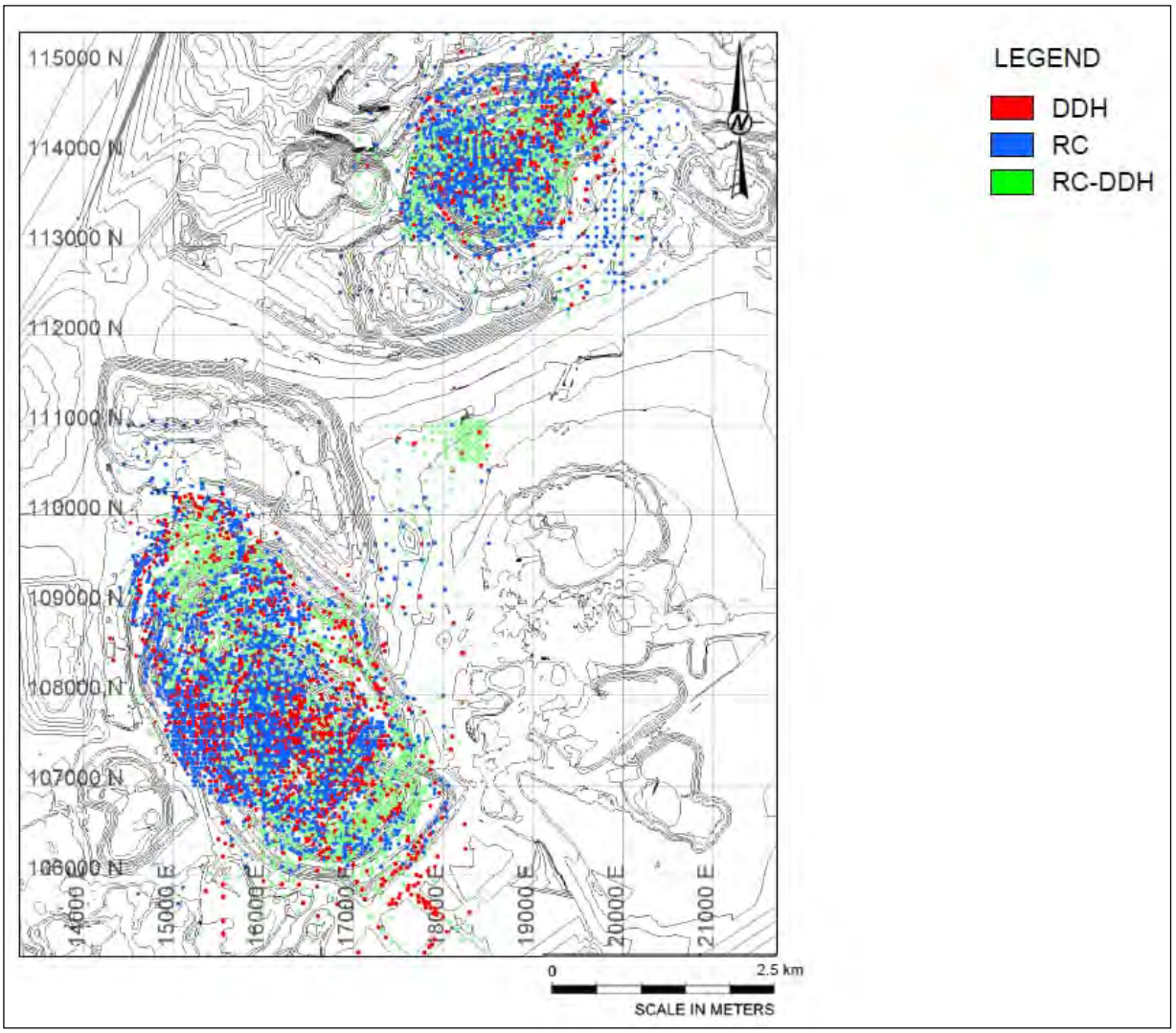


Source: MEL (2022)

Figure 7-2: Metres Drilled by Drilling Type and FY, Escondida Norte

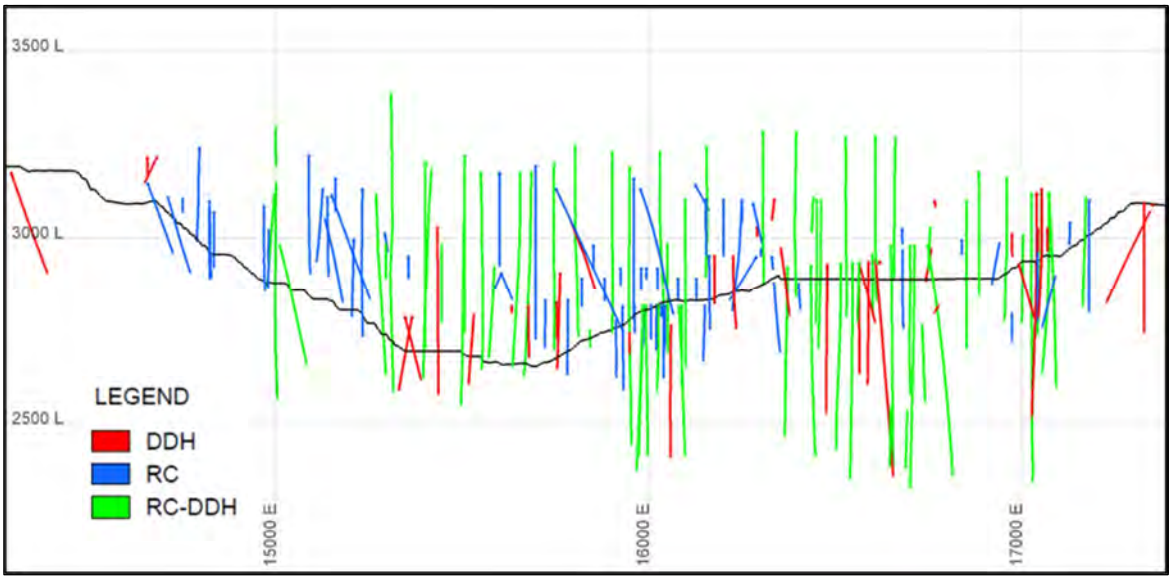
Figure 7-3 shows drill hole collars by type used in the construction of the 2021 Resource model for Escondida and Escondida Norte. Figure 7-4 and Figure 7-5 show cross-sections of the drill holes included in the Resource Models of Escondida and Escondida Norte.

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Source: MEL (2022)

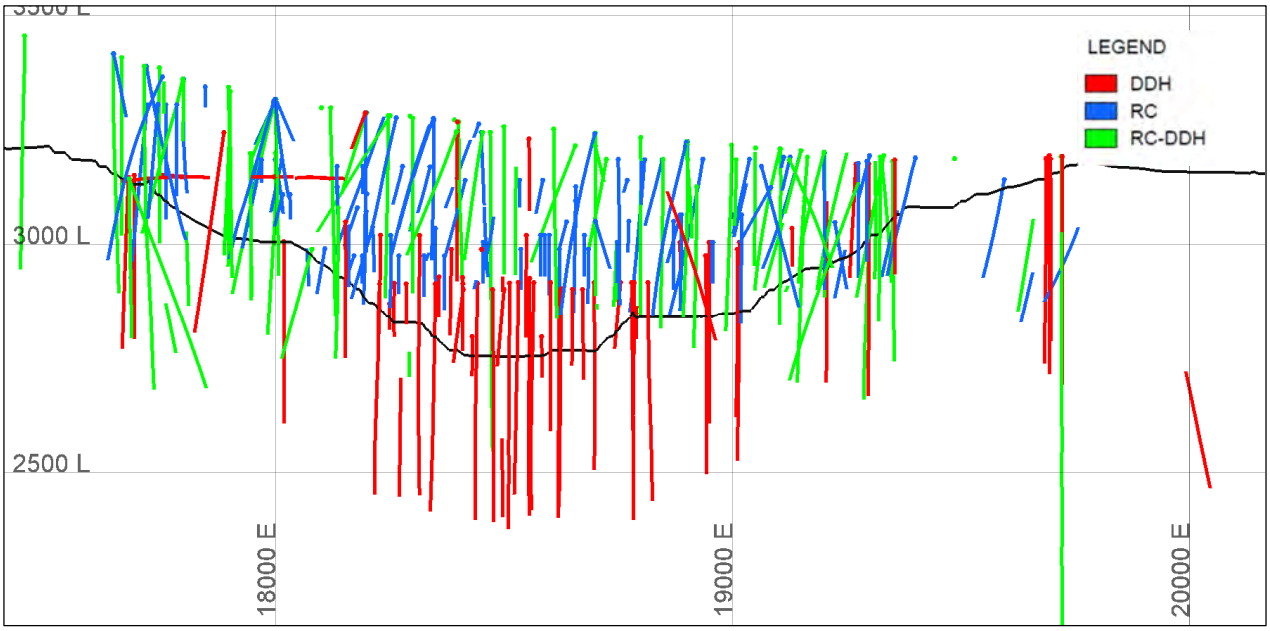
Figure 7-3: Distribution of Collars by Drill Hole Type, Escondida and Escondida Norte



Note: Black line represents the December 31, 2021, topography.
Source: MEL (2022)

Figure 7-4: Vertical Section 108,600N with Drill Hole per Type, Escondida

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Note: Black line represents the December 31, 2021, topography.
Source: MEL (2022)

Figure 7-5: Vertical Section 114,000N with Drill Hole per Type, Escondida Norte

7.2.2 Drilling, Sampling, and Recovery Factors

Recovery was calculated for all DDH holes completed to date, and except for the DDH in unconsolidated gravels, the average recovery (RC and DDH) for any given lithology exceeded 90%. The core recovery was determined by calculating the ratio of length of material returned in the core tube versus the total length drilled for the run and recorded as a percentage. Recovery for RC was calculated by comparing the sample weight recovery against the theoretical weight and recorded as a percentage.

Prior to June 2000, the collars were surveyed by conventional surveying techniques. Subsequently collar was measured using high-definition global positioning system (GPS). Prior to drilling the planned location of the drill hole (X, Y, Z coordinates) was surveyed with a high precision GPS. Location measurements were taken prior to the start of drilling and at the completion of drilling. In general, the differences between both measurements were minor than 30 cm. As a QA/QC procedure, approximately 10% of collar locations were checked by the same contractor but using a different surveyor. The differences reported for all the location checks were less than 10 cm. In instances where the drill hole was inclined and not vertical, the drill rig was oriented in the specified direction and inclination. Once the rig was positioned, the geologist responsible for the drilling campaign confirmed the orientation of the rig with a compass and the inclination with an inclinometer.

Deviation surveys were completed on all drill holes. The historical drill hole deviation was surveyed by several different techniques. Prior to 2000, single-shot cameras collected orientation measurements at intervals of approximately 50 m. From February 2000 to August 2003, the Maxibor instrument obtained orientations at 3 m intervals. From August 2003 through 2012, a multi-shot instrument that determined orientations at 6 m of separation.

The Continuous North Seeking Gyroscope was implemented in 2012 and is still in use today. For orientation surveying Acoustic Televiewer (ATV), with orientation measurements every 10 m and real-time gyroscope, measurements every 20 m, have also been used for a small number of drill holes, but mainly for historical drilling.

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In general, the downhole deviation of drill holes was adequate, rarely exceeding a cumulative deviation of 1° per 100 m for both DDH and RC drilling. More significant cumulative deviations that average 2° per 100 m, have occasionally occurred, but limited to high pressure RC drilling. Deviation more than 5% was not accepted by the operation. Drill hole data was discharged and not used for mineral resources estimation.

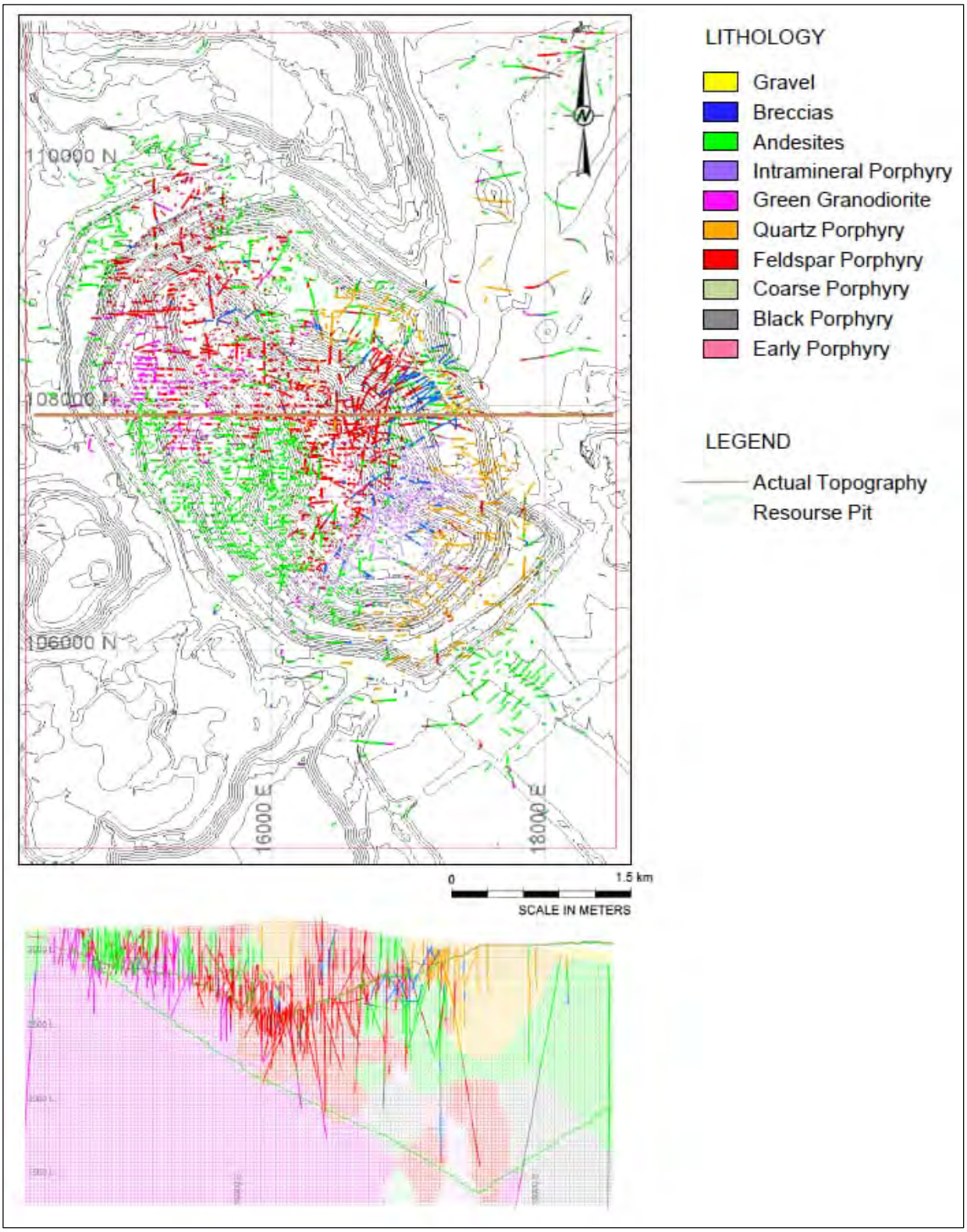
Detail of sampling and chain security of samples can be found in Chapter 8.

7.2.3 Drilling Results and Interpretation

Of the 2,690,000 m drilled at Escondida and Escondida Norte, and included in the 2021 Resource Model, only 1,400,000 m are located below the current pit topography, and the remainder in mined out areas. Most of the holes are drilled sub vertical, which allows adequate capture of the mantle of supergene enrichment and the zone of hypogene mineralisation. Drill holes spacing of 50 m in the areas close to the open pit limits, increasing up to 300 m beyond this. Figure 7-6 and Figure 7-7 show the layout of the drill holes in plan and sections. In the opinion of this QP, the amount, orientation and spacing of drill hole information was sufficient for mineral resources estimation purpose, as discussed in Chapter 11 of this TRS.

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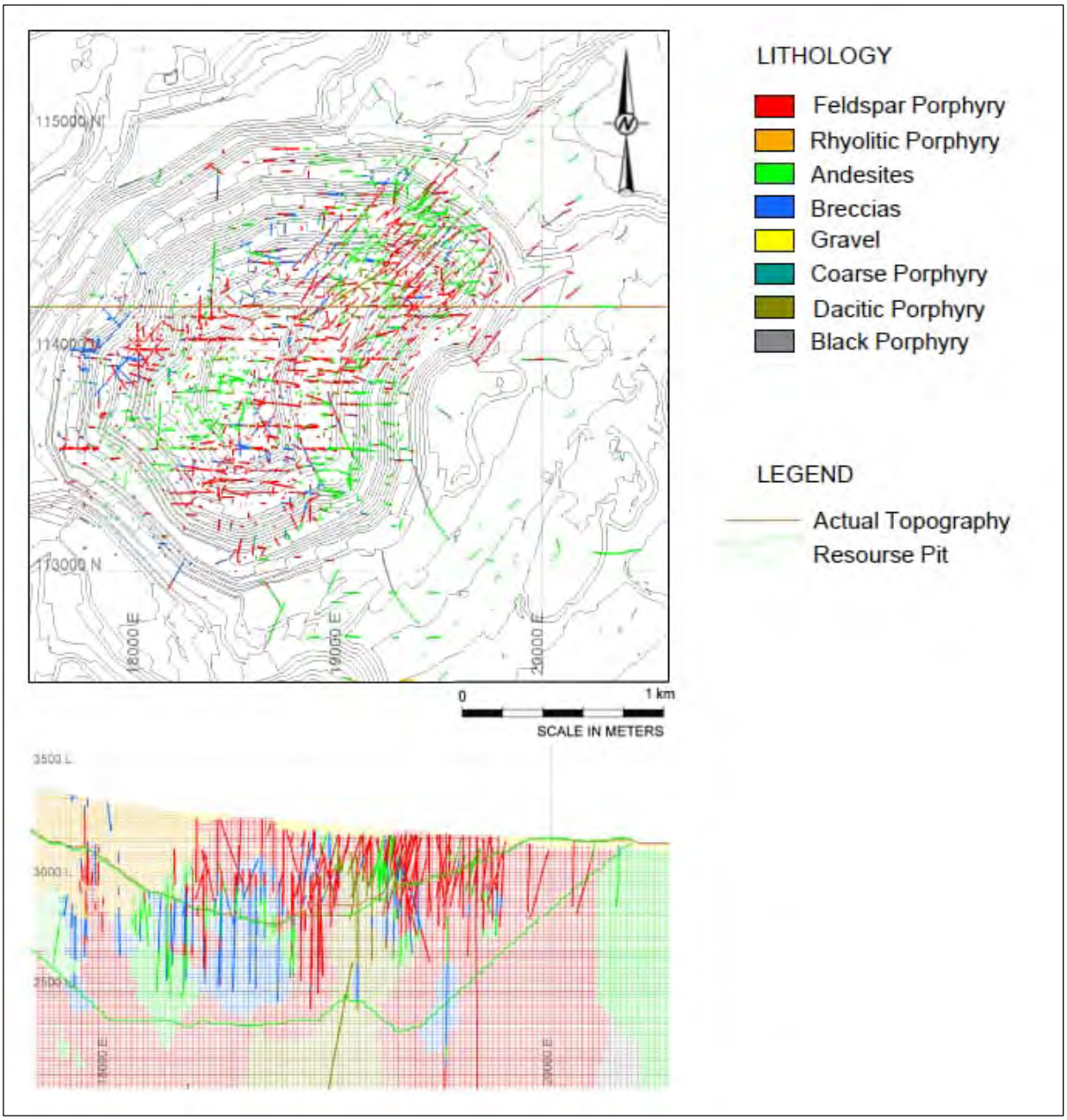
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Source: MEL (2022)

Figure 7-6: Lithology Model Plan View and Vertical Sections, Escondida

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Source: MEL (2022)

Figure 7-7: Lithology Model Plan View and Vertical Sections, Escondida Norte

7.2.4 Qualified Person's Statement on Exploration Drilling

The QP is not aware of any issues related to the drilling, sampling, or recovery factors that could materially affect the accuracy and reliability of the results of the historical drilling and sampling. The data was well documented, via original digital and hard copy records, and was collected using industry standard practices. All data was organised into a current and secure spatial relational database. The data has undergone internal data verification reviews, as described in Chapter 9 of this TRS.

7.3 Hydrogeology

The hydrogeological studies are associated with the performance of hydraulic tests, flow records and piezometric level, generated mainly from the drilling as a continuous process of capture and updating of

information, in addition to the data obtained from the monitoring network of the of Escondida and Escondida Norte pits.

The hydraulic tests carried out on the pits correspond to pumping tests, Packer or Lugeon tests, Slug tests and Airlift tests. With this information, hydrogeological properties such as permeability, hydraulic conductivity and others are determined and validated. The main values obtained from the analyses of the tests carried out in Escondida are summarised below.

- The highest permeability (K) values, and higher porosity (S) in the case of airlift tests were observed for all tests in at least one sector of the pit, in sections characterised by Rock Quality Designation (RQD) minimum values in their lower ranges (<50%), and maximum Frequency Fracture (FF) in their upper ranges (5-17 and 17-40 1/m). This was specifically observed on the East and South walls.
- An increase in K values was observed in those tests that presented intersection with major faults, especially in the East, South, and Los Colorados walls. In the East and South walls, the faults with NW orientation would be related to higher values of K; while in the wall Los Colorados, the orientation of faults associated with higher values of K would be NE. The airlift tests did not present structural influence.
- The packer and slug tests showed higher K values in the sections characterised in the supergene mineralisation for the East and Los Colorados walls.

The Escondida hydrogeology characteristics are presented in Table 7-3.

The main hydrogeology properties values from the analysis of the evidence and data collected in the field in Escondida Norte are summarised below:

- The different magnitude of these responses would be related to the distribution of the fracturing of the rocky mass, represented by the RQD and FF, which would present a preferential orientation in the Northwest-Southeast direction.
- The greatest responses were associated with wells and monitoring piezometers located in an environment characterised by RQD values of 0-25% and FF 17-40 1/m, which align and connect with the pumping wells in a Northwest-Southeast direction. This connection could occur up to 200 m.
- The lowest responses were associated with wells and monitoring piezometers located in an environment characterised by RQD values greater than 50% and FF less than 5 1/m. For monitoring wells in this environment, stable levels were observed that did not respond to pumping, even if the well was 20 m away.
- The above observations are described as an anisotropy (compartmentalisation) in the rocky massif according to the Northwest-Southeast orientation of fracturing zones and their spatial relationship with the associated major faults that strengthens the observations carried out on the performance in terms of flow of the pumping wells.

The methodology used by MEL operations regarding hydrogeology data collection has been clearly established in the BHP Hydrogeological Technical Characterisation guide and is captured for two main purposes: mine operation, and project support. In both cases, all the information was collected in the field and no laboratory testing were used. The quality control are established in the contracts of in-situ test and frequently validate for MEL teams and external consulting companies.

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Table 7-3: Summary Piezometric Characteristics of the Escondida Pit

Wall	Slope sector	Elevation Level (m amsl)	Gradient	Main Stress	Decrease Rate (m/month)	Hydrogeological Control
South	Low	2,557 - 2,565	Hydrostatic	Bottom Pit PW-450	<0.1 a 0.4 2.9 a 39.3	FF 5-17 y 17-40 1/m Major Faults NW Conductive Structural domain 1
	Middle	S/I	N/I	N/I	N/I	FF 5-17 y 17-40 1/m Major Faults NW Conductive Structural domain 1 - AND
	Out Pit	2,783 - 2,950	ascending	Advance S3C, E6 y E7	<0.1 a 0.73	FF 5-17 y 17-40 1/m Major Faults NW Conductive Structural domain 1 - AND Gravel saturated by anthropic refill
East	Low	S/I	N/I	N/I	N/I	N/I
	Middle	2,628 - 2,712	Hydrostatic	horizontal drains and pushback E6 and E7	<0.1 a 10.7	FF 5-17 y 17-40 1/m Major Faults NW Conductive Structural domain 2
	Middle High	2,670 - 2,810	descending on anhydrite ceiling anhydrite ceiling rise	horizontal drains and pushback E6 and E7	0.4 a 3.7	FF 5-17 y 17-40 1/m Major Faults NW Conductive Structural domain 2
	Out Pit	2,950 - 2,990	Hydrostatic - descending	Pushback E6 y E7	0.1 a 1.0	FF 2-5 1/m Major Faults NW Conductive Mineralisation LIX Structural domain 3
Los Colorados	Low	2,615 – 2,653	ascending	Deepening pit bottom, drains and bottom pumping wells	0.7 - 1.6	FF 2-5 1/m Major Faults NW Partial Barrier (450) Mineralisation LIX, HE y LE
	Middle	N/I	N/I	N/I	N/I	N/I
	High	2,782 – 2,940	Hydrostatic to descending. Ascendant in low sensors 2,650 m amsl	Pit excavation, drainage tunnel and horizontal drains	0.5 – 0.7	FF 17-40 1/m Major Faults NE conductive Mineralisation LIX, HE y LE
	Out Pit	2,966 – 3,014	Hanging aquifer	Anthropic refill	level increase (0.5 m)	Mineralisation LIX, HE y LE
		2,860	Deep aquifer	Pit excavation, drainage tunnel and drains	0.4	FF 17-40 1/m Major Faults NE conductive
Northeast	Low	2,608 – 2,714	Ascendant	Deepening of the pit bottom, pumping wells and horizontal drains	0.2 - 0.8	FF 2-5 1/m Major Faults NW Partial Barrier (450) Mineralisation LIX, HE y LE
	Middle High	2,758 - 2,852	Low sensor upstream 2,600 m amsl	Pit excavation, drainage tunnel and horizontal drains	0.2 - 0.6	FF 17-40 1/m Anhydrite ceiling
	High	2,780	Hydrostatic	Pit excavation, drainage tunnel and horizontal drains	0.3	FF 17-40 1/m
	Out Pit	3,009	N/I	Anthropic refill	0.1 - 0.2	Mineralisation LIX, HE y LE
		2,855 – 2,940	Hydrostatic	Excavation of the pit and system D&D in pit	0.2 - 0.5	FF 17-40 1/m Anhydrite ceiling
Northwest	Middle Low	2,555 - 2,577	Hydrostatic	Excavation and pumping pit bottom Infiltrations pools area ex-Crushing	0.13 a 5.03	Anhydrite ceiling
	High	2,707 - 2,800	Hydrostatic		0.2	
	Out Pit	2,898 - 3,060	Ascending	Pushback N16	<0.1 a 0.5	
Bottom Pit	-	2,490 – 2,561	Ascending	Excavation and pumping pit bottom	0.1 – 8.1	FF 2-5 1/m Major Faults NW Conductive

Source: MEL (2022)

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7.3.1 Mine Operation

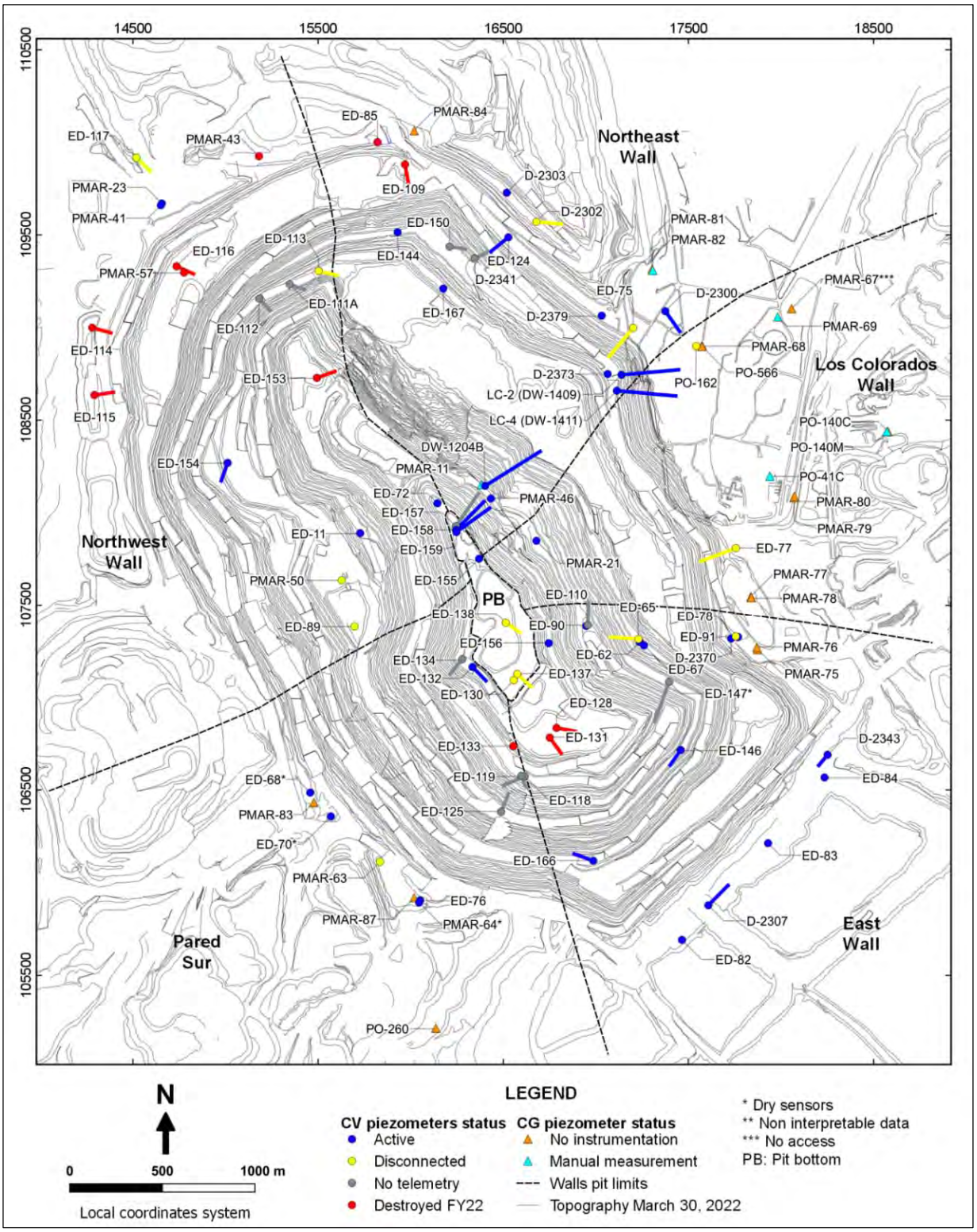
In the mining operation, the main activities are:

- Drilling of RC holes for water production and the installation of a monitoring network.
- Hydrogeological logging of drill holes, including definition of lithology, alteration and presence of faults or structures.
- Measurement of the piezometric elevation.
- Airlift tests each time a drill hole was added.
- Based on all this information it was estimated the optimum operating flow rate of the producing wells and thus define the hydrogeological transmissivity of the immediate environment.
- Monitoring network.

As at 30 June 2022, the hydrogeology monitoring network for MEL includes 35 active monitoring points in order to detect variations of the water table and pore pressure as well as estimate the hydraulic properties in the rock mass (Figure 7-8 and Figure 7-9). During the ordinary course of the mine life new sensors are installed and other are lost due to the normal mining exploitation activity.

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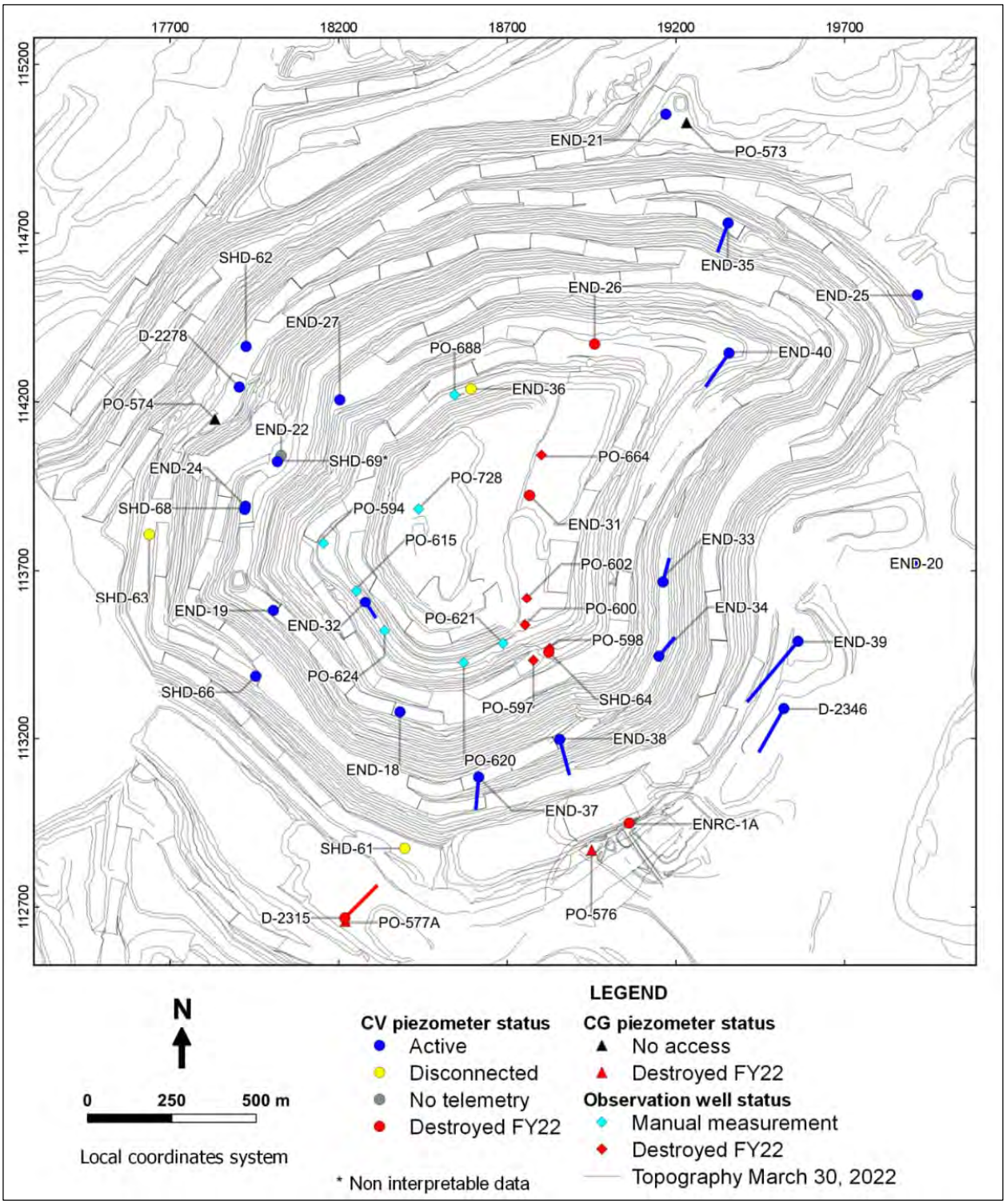
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Source: MEL (2022)

Figure 7-8: Piezometric Monitoring Network in the Escondida Pit

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Source: MEL (2022)

Figure 7-9: Piezometric monitoring network in Escondida North pit

In the QP's opinion, the type and appropriateness of laboratory techniques (such as Pumping tests, slug tests and packer tests) used to test for groundwater flow parameters, such as permeability, and QA/QC procedures, are reasonable. MEL gathers information on permeable zones and local aquifers, flow rates, in-situ saturation, recharge rates and water balance and with this information the MEL hydrogeology group generates ground water models used to characterize aquifers, including material assumptions used in the modelling. These groundwater models are used for geotechnical analysis of pit stability and other required activities.

7.3.2 Projects

In addition to the continuous hydrogeological evaluation of the operating pits at the MEL operation hydrogeological evaluation is also undertaken for specific projects. These studies are generally outside of the regular production areas and include studies, such as, among others, new leaching areas, new tailing storage developments and the evaluation of potential future underground mining alternatives.

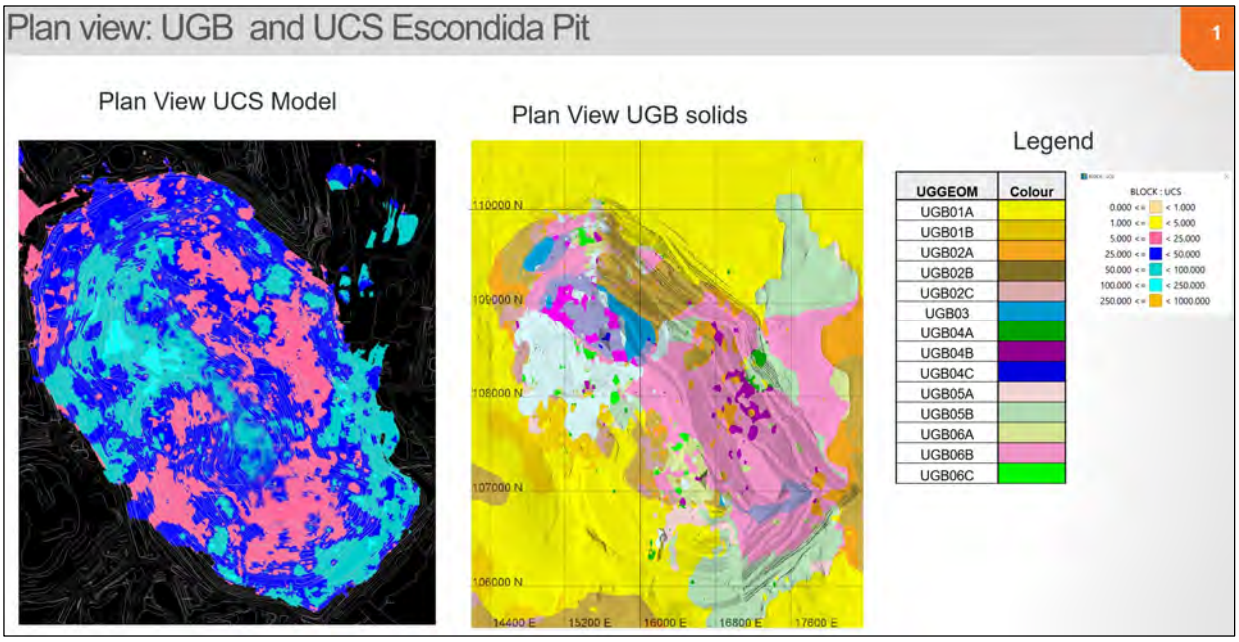
Hydrogeological characterisation campaigns are carried out according to the detail required by the project status, and generally includes DDH drilling with core recovery which was carried out to capture the following information:

- Geological logging and hydrogeological characterisation including definition of lithology, alteration, and presence of faults or structures.
- Piezometric level measurement.
- Execution of Lugeon permeability tests to establish the permeability of the hydrogeological units tested.
- Installation of vibrating string sensors at different depths to define the pore pressure distribution in the different hydrogeological units, hydrogeological gradients in the vertical and horizontal directions, location of the piezometric level at surface and the direction of underground flow.
- Ad hoc geochemical and/or hydrogeochemical evaluation may be also undertaken as required

The details of characterisation and monitoring network in hydrogeology models is included in Section 13.2.2.

7.4 Geotechnical Data, Testing, and Analysis

Every year geotechnical drilling campaign obtains samples from sectors with low information density or with more complex geological conditions. Figure 7-10 presents an example of the UCS model associated with the described geological units. The methodology used by the MEL operation in the geotechnical data collection, laboratory tests and analysis of information is established in the BHP Geotechnical Characterisation guide associated to estimate the rock mass properties (Geotechnical Standard Version 3.0), in Table 7-4 and Table 7-5.



Source: MEL (2022)

Figure 7-10: Geotechnical Unit and Uniaxial Compression Strength (UCS) Escondida Mine

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7.4.1 Geotechnical Drilling

Geotechnical drilling and sampling are completed internally by MEL staff as part of the routine programme. The geotechnical drilling campaigns are completed with DDH drill holes with a core diameter of HQ3 gauge (63.5 mm). To enhance the adequacy of the drilling and geotechnical sampling, the process is led by trained personnel and follows established protocols.

From the probes there are samples of rocks which are identified with respect to their location, lithology, alteration and classified according to degree of resistance, including:

- Primary (1st) which are the most resistant rocks which have not been affected by leaching
- Secondary sensu strictu (2ss) which are the weakest rocks affected by surface leaching, and
- Secondary (2nd) transition that are rocks of intermediate resistance partially affected by surface leaching.

Table 7-4 shows the number of trials of each type. This information is used in the stability calculations of the design to be able to know the safety factors of the slopes at different scales inter-ramp and global slope. These calculations can be of limit equilibrium or numeric.

Table 7-4: Distribution of Historical Geotechnical Samples by Alteration, Lithology, and Geotechnical Zone, Escondida and Escondida Norte

Lithology	Alteration	1rio		2ss		2tr		Total
		TCS	UCS	TCS	UCS	TCS	UCS	
Andesite	ARG			31	25	29	21	**106**
	BIO	4	5		1	5		**15**
	QSC	1	10	174	71	124	34	**414**
	SCC	1	30	11	21	52	13	**128**
	SGV	1	1			2		**4**
Breccia	ARG			1	3	23		**27**
	BIO	1	3					**4**
	POT			1				**1**
	QSC			179	81	156	83	**499**
	SCC		2	4	6	21	13	**46**
	SGV		1					**1**
Feldspar Porphyry	ARG			3	5	18	3	**29**
	POT	4				7	1	**12**
	QSC	8	6	188	107	388	209	**906**
	SCC	2	22		1	25	6	**56**
	SGV	7				10	2	**19**
Quartziferous Porphyry	ARG			11		25	3	**39**
	QSC			118	51	98	57	**324**
	SCC					1	2	**3**
Late Porphyry	CLO		5					**5**
	SGV	2	4			1	1	**8**
BLANK				4	1	21	1	**27**
Total								**2673**

Source: MEL (2022)

To characterize and obtain the in-situ rock parameters, destructive and non-destructive tests were completed during the 2021 campaign. Destructive tests include Indirect Traction (IT), Uniaxial Compression (UCS), and Triaxial Compression (TCS). The QA/QC process include verification visit to Labs, use of international standards and checks of the process, tests and samples pre and post-test (the last process was with the SRK support).The detail of the total number of samples of for FY20 and FY21 campaigns are presented in Table 7-5 and Table 7-6.

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Table 7-5: Distribution of 2020-2021 Geotechnical Samples by Alteration, Lithology and Geotechnical Zone, Escondida and Escondida Norte

Lithology	Alteration	1rio		2ss		2tr		Total
		TCS	UCS	TCS	UCS	TCS	UCS	
Andesite	SCC			1				**1**
	QSC	2	1	22	9	4	1	**39**
	POT					5	3	**8**
	SGV					25	11	**36**
	QSC	2		1	3			**6**
Breccia	-	2			3			**5**
Hydrothermal Breccia	-		1		1			**2**
Igneous Breccia	QSC			6	2			**8**
	SCC			1	2	2	1	**6**
	QS				1			**1**
	QSA			2	1			**3**
Quartziferous Porphyry	QSC			6	3			**9**
	QS	14	7	45	18			**84**
	QSC	2	1	7	3			**13**
Intermineral Porphyry	CL					1	1	**2**
	QSC			3	3			**6**
	QS					2	3	**5**
	SCC			6		27	9	**42**
	QS-GV	1	4	14	3	2		**24**
Feldspar Porphyry	-	7	1	2	1	1	2	**14**
Late Porphyry	-			2	1			**3**
Dacitic Tuff	-	4	2	7	3			**16**
Total		**34**	**17**	**51**	**182**	**69**	**31**	**333**

Source: MEL (2022)

Table 7-6 summarizes the strength properties by geotechnical unit for the Escondida and Escondida Norte pits, respectively.

Table 7-6: Strength Properties by Geotechnical Unit for the Escondida and Escondida Norte

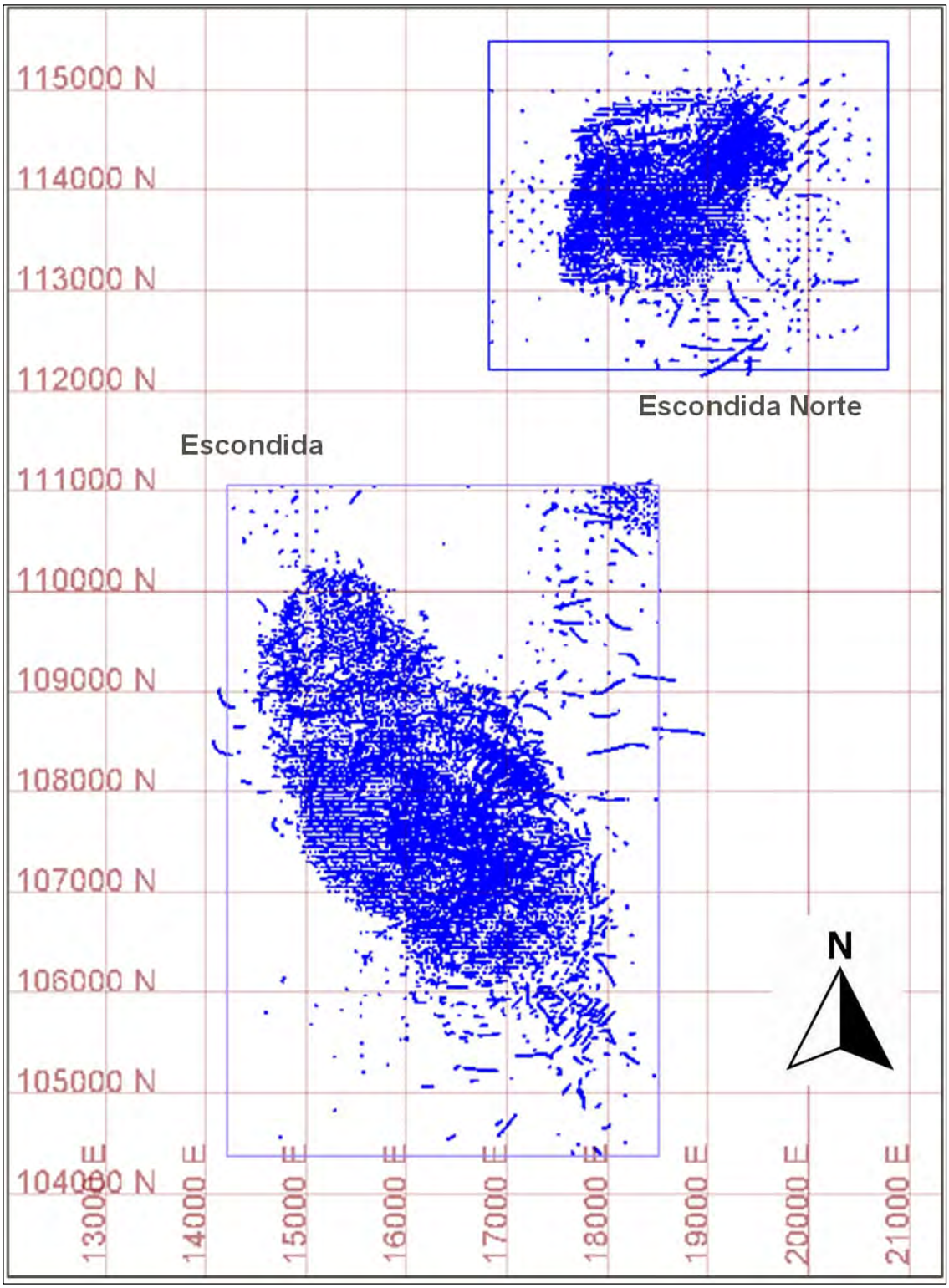
UGB	mi (-)	ci (MPa)	UGB	mi (-)	ci (MPa)	UGB	mi (-)	ci (MPa)
BGU01A	13.5	33.8	BGU06B	8.2	67.7	UGB01AN	25.2	17.9
BGU01B	8.2	62.5	BGU06C	8.4	61.4	UGB02AN	11.2	93.2
BGU02A	10.7	38.9	BGU07A	15.7	118.7	UGB02BN	12.8	30.4
BGU02B	13.7	58.3	BGU07B	10.1	73.0	UGB02CN	10.6	46.6
BGU02C	19.9	27.8	BGU07C	11.6	147.3	UGB02DN	9.5	53.0
BGU03	10.7	117.0	BGU08A	23.9	46.7	UGB03AN	6.0	74.5
BGU04A	9.9	41.3	BGU08B	17.9	142.9	UGB03BN	6.7	53.1
BGU04B	7.6	47.0	BGU09A	7.1	50.2	UGB04AN	18.6	45.4
BGU05A	11.1	52.7	BGU09B	17.8	101.4	UGB04BN	43.1	98.0
BGU05B	6.8	60.5	BGU06B	8.2	67.7	UGB05AN	43.5	88.5
BGU06A	10.2	47.4				UGB05BN	19.3	64.0
						UGB06N	20.1	124.7
						UGB08N	35.4	23.6

Source: MEL (2022)

7.5 Property Plan View

Figure 7-11 shows the location of all the drill holes used in the resource estimation. This figure presents the location of this information with respect to the block model volumes that support the mineral resources and mineral reserves estimates.

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Source: MEL (2022)

Figure 7-11: Drill Hole (Samples) Location for Escondida and Escondida Norte Areas

7.6 Exploration Targets

No exploration targets are reported in this TRS.

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8 Sample Preparation, Analyses and Security

8.1 Sample Preparation Methods and Quality Control Measures

MEL employs mining industry standard methodologies to undertake sampling and sample preparation processes regarding drill hole samples of various types. These methodologies are governed by internal protocols and procedures developed specifically for MEL's operational reality whilst also respecting BHPs internal company standards. Quality control of these processes are also required to adhere to both mining industry best practice and BHPs internal company standards.

8.1.1 Methods

Since the discovery of the Escondida deposit, the history of drilling at MEL has progressed from the initial use of conventional drilling during the discovery program to a balance of reverse circulation (RC) drilling and diamond drill hole (DDH). The approach, applied since the late 1980s, employs the different drilling techniques to balance the drillhole information and sample requirements with the cost and time elements for the acquisition of the required samples and data. This approach has generated variable amounts of drilling and sampling types throughout the history of MEL's data acquisition. Discussion of sampling herein concerns the RC and DDH (core) samples that support the geological evaluation and modelling.

RC Drilling

The RC samples were retrieved from the drill-mounted cyclone and were collected at continuous intervals of 2 m. The original sample (approximately 80 kg) was then divided with a riffle (Jones) splitter obtaining two sub-samples, each one representing 50% of the total. One of the portions was discharged (reject), while the second portion was quartered again to obtain two sub-samples (A and B), each corresponding to 25% of the total, of approximately 20 kilograms (Figure 8-1). During each division of the sample, the weight was recorded in order to evaluate that the process was being carried out properly. If there was presence of water, the drilling changed to DDH.

The sample was then placed in plastic bag, labelled with a bar code and sealed prior to transfer to the mechanical preparation facility.

The drilling contractor was responsible for the transportation of the samples to the warehouse.



Source: MEL (2022)

Figure 8-1: RC Sampling; A) Sample Collection; B) Weight control; C) Sample Splitting; D) A and B Samples

Core Drilling

Diamond drill hole cores were carefully handled at all stages of transport by the contractors. The cores were packed sequentially in metallic core boxes as they were collected from top to bottom and left to right in the order in which it was retrieved from the core barrel. For each core run, a wooden block, was placed where the driller notes the depth of the hole indicating the interval drilled. The boxes were properly

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labelled with the drill hole name, box number, and interval (Figure 8-2). The drilling contractor was responsible for the transportation of the samples to the warehouse.



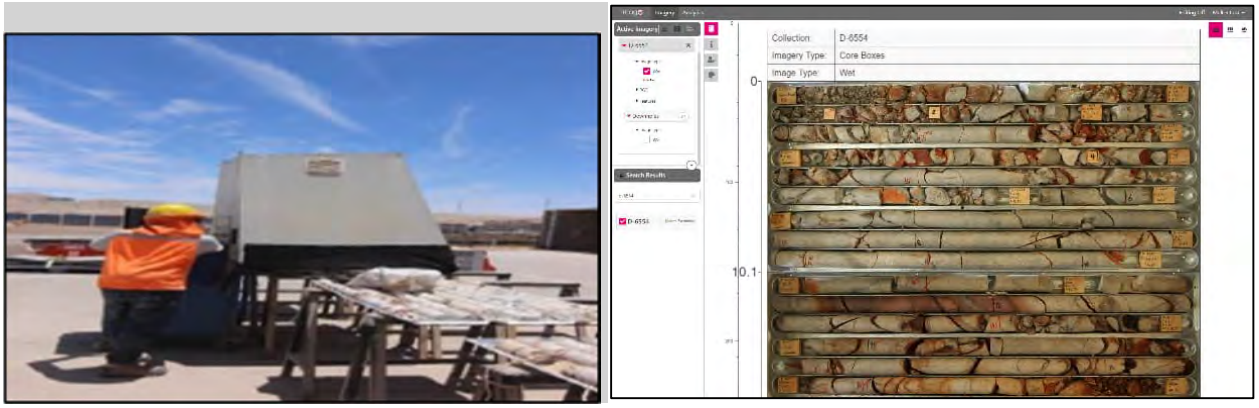
Source: MEL (2022)

Figure 8-2: DDH Sampling; A) Sample Collection; B) Sample Distribution in Metallic Trays

Once metallic trays were received in the warehouse core length was measured and marked every 2 m to regularize the sample length. These measurements are compared with those obtained by the drilling contractor. In case of differences, the drilling contractor was requested to repeat the regularisation process. The core recovery was calculated and reported as a percentage. This process was completed digitally and automatically uploaded to acQuire. When needed, these measurements are compared with those obtained by the drilling contractor and. in case of differences, the drilling contractor is requested to repeat the regularisation process.

Core Photography

Core photography with a digital camera was part of the standard procedures for core logging. Each drill hole tray was photographed from the top to show a view of the core in full screen using a device to maintain the same illumination in each section of the drill hole (Figure 8-3 A). The start and end depths were marked on the open box lid. Typed sheets showing the drill hole ID and core box number were also displayed on the core. The photographs were stored online in Imago software (Figure 8-3 B).



Source: MEL (2022)

Figure 8-3: A) Core Photography. B) Photography Stored in Imago Software

Logging

Drill hole logging was performed by geologists at the MEL warehouse (Figure 8-4) and supervised by senior MEL geologists. The logging process included preparing a detailed description of the lithology, as well as, the description of alteration, mineral zones and a visual grade estimation. Based on the geological

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description, codes were assigned to each geological unit. The logging process was carried out digitally on laptops and uploaded online into acQuire. The process included description of:

- Lithology: The description included textural parameters, associations, and mineralogical species.
- Alteration: Main and subordinate alteration were registered, the mineralogical species identified, and the intensity of the alteration were described.
- Mineralisation: Definition of mineral surfaces associated to the main zones of the deposit such as leached, oxide, mixed, secondary enrichment and primary were recorder. Description includes volume percentage of each sulphide species, oxidised and others. Also, occurrence such as disseminated or veinlets.

Also, the geologist defined the cutting schemes for core and the assaying schemes.



Source: MEL (2022)

Figure 8-4: Geological Logging

The geological logging includes its own specific QA/QC procedures. Monthly, 100 m of a specific drill hole were randomly selected for cross logging and subsequent review by MEL's senior geologist. The result of this validation were reported along with corrective actions and action plans, if determined to be necessary

The senior geologist was responsible for defining and selecting the sampling intervals to be cut. The mine conducts sampling based on a standard 2-m intervals with lengths adjusted to reflect geological contacts. When needed, local changes in the length may be needed and the geologist makes this decision depending on the complexity of the mineralisation. The sampling intervals were recorded in the core recovery database as well as in the core box and were identified with unique sample numbers (bar code).

To prepare the core sample for submittal to the assay laboratory, 2-m intervals were split in half using a manual core cutter (Figure 8-5). One half of the core was carefully retained in the core box and kept for future reference, or for other testing purposes. The other half was placed in a plastic bag, labelled using the unique barcode and sealed for shipment to the laboratory. The weight of the samples varied between 8 and 15 kg, depending on the diameter of the drill hole.

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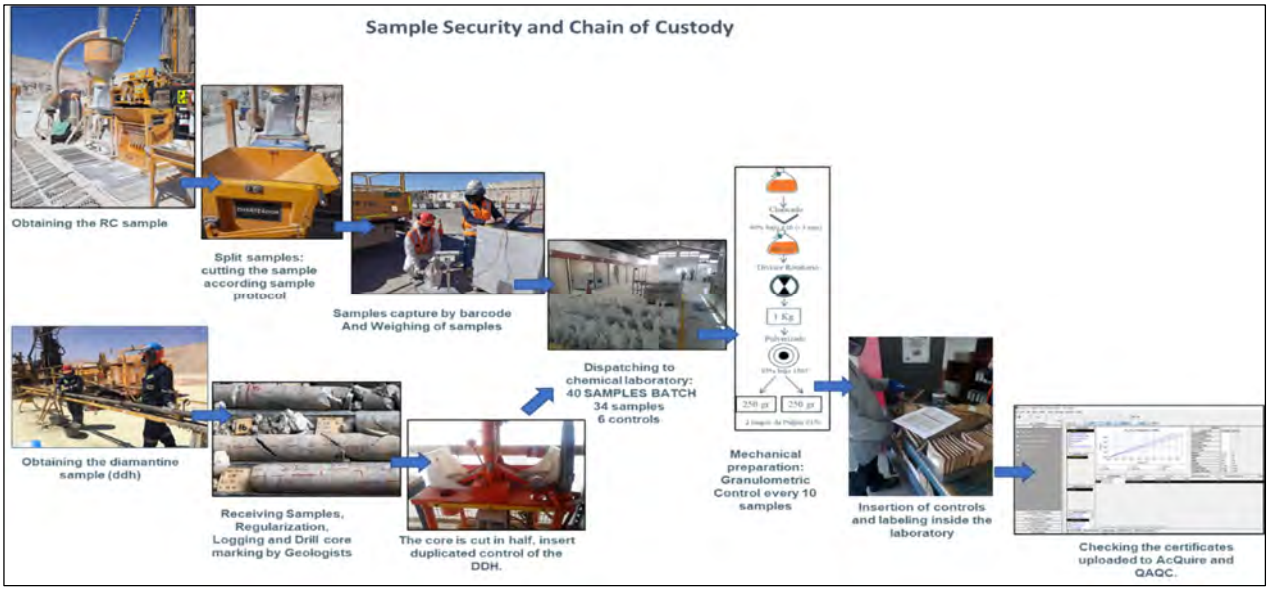


Source: MEL (2022)

Figure 8-5: Hydraulic Guillotine for Core Cutting

8.1.2 Sample Security

At MEL, all information collected from drilling to chemical logs was entered electronically, online and stored in an acQuire database, allowing traceability and secure data storage (Figure 8-6). Access to the acQuire database is controlled by internal company security systems and utilize Windows Authentication. Line Managers can request the addition of employees to existing Windows Active Directory groups that permit access to the database. Active directory groups are regularly monitored for removal of employees no longer requiring access. In addition the acQuire licensing model is used to limit user functionality within the software. The license type (Client) permits viewing of most data in the database and restricted write-access. Data Entry license holders have additional permissions to enable them to enter data. Manager licenses (of which there are only one) permit full access to the database and all acQuire functionality.



Source: MEL (2022)

Figure 8-6: MEL Sample Chain of Custody

In general, actions taken to ensure sample integrity and data security include:

- Use of barcoding, which facilitates the digital flow within the database, from drilling to chemical analysis.
- All data was stored in acQuire, where the information was validated before being released for further use. Permissions to enter, modify and read data in acQuire were regulated by user type, which prevents loss of information.
- Biannual external audits are conducted, with the last one completed during 2021 and included a detailed review of the consistency of the data. Historically there have been no significant findings with only minor observations and recommendations.

8.2 Sample Preparation, Assaying and Analytical Procedures

8.2.1 Name and Location of Laboratory, Relationship and Certification

Since 2017, an external commercial laboratory, Bureau Veritas Chile S.A., has been used for the mechanical preparation and chemical assays of MEL samples. The laboratory is located in the city of Antofagasta, Chile, where all services were performed (Figure 8-7).

The Bureau Veritas Chile S.A. laboratory is independent of MEL and BHP and is certified by the National Accreditation System of the Instituto Nacional de Normalización (INN), as a testing laboratory, according to NCh-ISO/IEC 17025:2017.



Source: MEL (2022)

Figure 8-7: Chemical Analysis in External Laboratory

8.2.2 Sample Preparation and Analysis Protocol at Laboratory

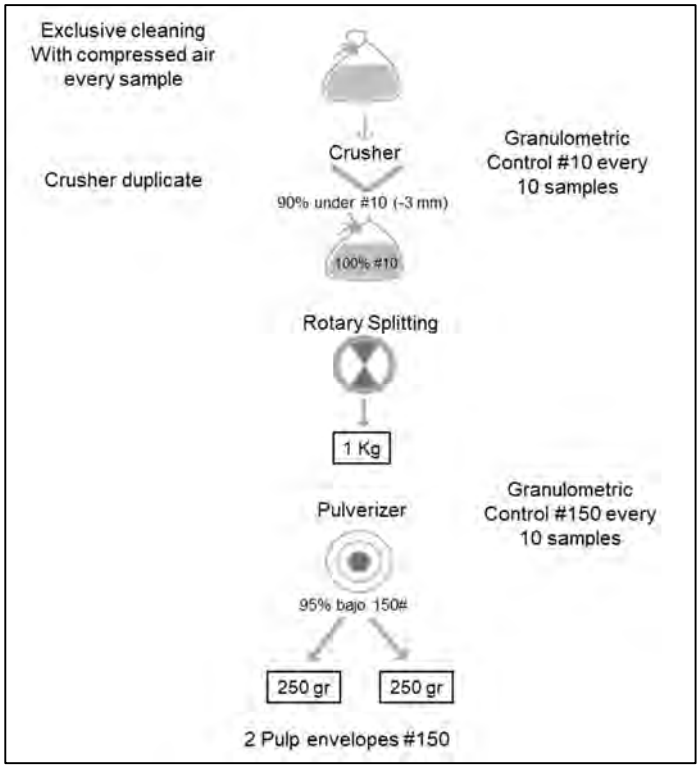
The procedure used by the laboratory for mechanical preparation and chemical assaying has been defined by MEL and includes the laboratory's own internal QA/QC, specifically, accuracy, precision, blanks, and granulometric controls, which is, in addition to the QA/QC protocols in place at MEL, facilitating the integrity of the reported results.

The procedure at the laboratory for both DDH and RC mechanical preparation of samples was as follows (Figure 8-8):

- Sample reception.
- Samples weighted and dried.
- Primary crushing to 1/2 inch. (12.7 mm)
- Secondary crushing 90% to -10# Tyler (150 microns).
- Particle sizes control every 10 samples.

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- Rotary splitter to produce 1 kg of sample; pulverised and the rest of the sample treated as rejection.
- Drying 1,000 gr for 1 hour.
- Pulverised until 95% at - 150# Tyler.
- Samples were then homogenised, split and distributed into three labelled envelopes of 250 grams each. These samples were labelled with new bar codes.
- A granulometric control was performed every 10 samples.



Source: MEL (2022)

Figure 8-8: Mechanical Preparation Schema, Bureau Veritas Laboratory

8.2.3 Analytical Methods

Samples have been assayed by different external laboratories throughout MEL's history. From the exploration stages to the present, they have been performed according to the industry standards of each period in addition to incorporating different types of controls to ensure the quality of the results. Table 8-1 details the laboratories and the type of service used in the different periods.

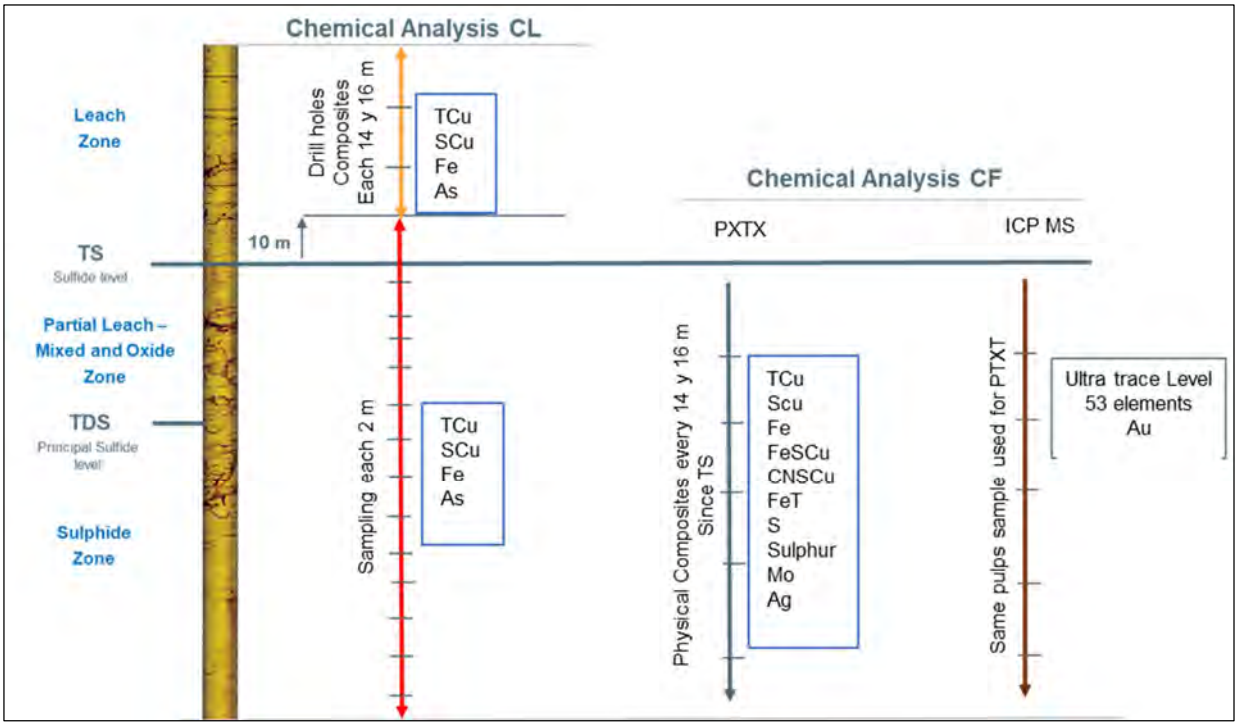
Table 8-1: MEL Laboratories from Exploration to FY2022, by Service Type

Laboratory	Period	Chemical Analysis	Location
CIMM – Internal and Others External laboratories	Pre 2003	TCu, SCu, Fe, As, density	Antofagasta
CIMM	2003 - 2009	TCu, SCu, Fe, As, Partial Extraction (Ptxt), density	Antofagasta
CIMM - Geoanalítica	2009	TCu, SCu, Fe, As, Ptxt density	Antofagasta
Verilab	2009 - 2013	Ptxt	Antofagasta
ALS-Chemex	2009 – 2016	ICP	La Serena
Geoanalítica -CIMM-SGS	2011 - 2016	TCu, SCu, Fe, As, Ptxt, density	Antofagasta
Bureau Veritas Chile	2017 - present	TCu, SCu, Fe, As, Ptxt, ICP, density.	Antofagasta/ ICP Canada

Source: MEL (2022)

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The analytical schemes used by MEL were divided into two groups. Grade Composite (CL) performed on samples every 2 m, and Physical Composites (CF) that are performed every 14 and 16 m. These CFs were constructed from original 2 m samples following a procedure that is considered to ensure representativity of the composited interval. This is applied below the upper sulphide ceiling (TS) as explained in Figure 8-9.



Source: MEL (2022)

Figure 8-9: MEL Flow Chart Summarising Sampling and Analytical Protocol

Once the samples were analysed, the results were sent electronically to the MEL database administrator and uploaded into acQuire. The suite of analyses performed from 2003 to present is shown in Table 8-2.

Table 8-2: FY22 Chemical Analyses

Element	Method	Digestion	Detection Limit
TCu + Fe	Atomic Absorption Spectrometry (AAS.)	Acid digestion (Nitric acid - Perchloric and hydrochloric acid)	0.01%
SCu	AAS	Acid Leaching (Sulphuric Ac - Citric Ac.)	0.01%
CNCu	AAS	Leaching (sodium cyanide - deionised water)	0.01%
SCuFe	AAS	Leaching (Sulphuric Acid - Distilled Water)	0.01%
TFe	AAS	Acid digestion (nitric acid - perchloric acid - hydrofluoric acid)	0.3%
Sulphur	LECO	Sodium Carbonate Leaching	0.1%
S	LECO	Sample attack with oxygen to transform the sulphur present as sulphide and sulphates to sulphur dioxide.	0.1%
Mo	AAS	Acid digestion (Nitric Acid - Aqua Regia), reading by AAS	3 ppm
Ag	AAS	Acid digestion (Nitric Acid - Aqua Regia)	0.2 ppm

Source: MEL (2022)

Partial Extraction

Partial Extraction (Ptxt) is a technique that was implemented in 2003 (Preece, R., Williams, M.; 2003) which has been validated and audited during these years to date. Ptxt has been used in the different

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updates of the Resource model. This analytical technique determines the mineralogy and the volumetric contribution of copper and pyrite species in the sample based on a normative mineralogical matrix. The current suite of chemical analysis performed is presented in Table 8-3.

Table 8-3: Partial Extraction Analysis (Ptxt)

Element	Method	Digestion	Detection Limit
TCu + Fe	AAS	Acid digestion (Nitric acid - Perchloric and hydrochloric acid)	0.01%
SCu	AAS	Acid Leaching (Sulphuric Ac - Citric Ac.)	0.01%
CNCu	AAS	Leaching (sodium cyanide - deionised water)	0.01%
CuSFe	AAS	Leaching (Sulphuric Acid - Distilled Water)	0.01%
TFe	AAS	Acid digestion (nitric acid - perchloric acid - hydrofluoric acid)	0.3%
Sulphur	LECO	Sodium Carbonate Leaching	0.1%
S	LECO	Melting of the sample with an oxygen stream to transform the sulphur present as sulphide and sulphates to sulphur dioxide.	0.1%
Mo	AAS	Acid digestion (Nitric Acid - Aqua Regia), reading by AAS	3.0 ppm
Ag	AAS	Acid digestion (Nitric Acid - Aqua Regia)	0.2 ppm

Source: MEL (2022)

Spectral Analysis for Mineralogical Gangue Information

The Mineralogical Gangue Information (NIR) technique, implemented since 2016, was used to semi-quantitatively define the intensity of alteration minerals, based on a spectrometer through which the spectral curves of the materials were captured in the Near Infrared spectrum (NIR: 1001-2500 nm). There were a 10 to 20% duplicate sample submitted for QC, which should not exceed a 10% deviation.

The model currently allows for identifying the group of clays (Kaolinite-Smectite and Pyrophyllite), Sericite, Muscovite-Illite, Chlorite, and Biotite. These are variables estimated in the block model and were later used for the calculation of the fines indicator (Chapter 10) which is used to define the types of oxides and mixed to be sent to the leaching process.

Density

Density tests were carried out in all core drilling. Dry density has been determined for 15 to 30 cm drill core samples collected at intervals of approximately 10 m. Density was calculated using a wax immersion method. Approximately 41,262 density samples have been collected and used for density modelling (31,081 for Escondida and 10,181 for Escondida Norte). As QC, 10% of the duplicate tests were carried out with another external laboratory (SGS) that should not exceed 1% deviation between pairs.

8.3 Quality Control Procedures/Quality Assurance

QA/QC programmes are used help to ensure the reliability of assay results from commercial laboratories and were performed to industry standard practice. Throughout MEL's history, the QA/QC has changed according to the requirements of each drilling campaign. The main milestones were:

- Prior to 2003: QA/QC was performed using a secondary laboratory. Sample labelling was done with sequential numbers manually to ensure blind submission to the laboratory.
- 2003: Implementation of a QA/QC programme with insertion of standardised reference controls (TSEN) from a round robin of field duplicates, analytical duplicates and blanks. Implementation of pre-printed and manually affixed barcodes on the bags are shown in Figure 8-10.

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- 2005: Implementation of acQuire software as the official platform to store and manage the complete drill hole database. Originally Maskana and GVmapper software was used for the management of drilling and logging information online. During 2010 this software was eliminated, and all processes were migrated into acQuire. This also allowed the usage of rugged tablets for geological logging, sample reception, photography and DDH sampling. All data was consolidated in a single database.



Source: MEL (2022)

Figure 8-10: QA/QC Samples Insertion; A) Label Printing from acQuire; B) Labelling of Pulp and Checking of Position of Controls According to scheme of analysis; C) Control Types

Major milestones were:

- 2014: 100% online geological logging.
- 2016: Online QA/QC monitoring.
- 2017-2018: Use of acQuire for online analytical monitoring diagrams; diamond cutting and automatic random insertion of duplicates, standards and blanks. Online reporting used for sample weights.
- 2020-2021: Geometallurgical sampling flow implemented within the acQuire platform

The QA/QC process include seven (7) types of control samples (Table 8-4) that were inserted during the sample preparation and analysis process:

- Pulp Replicates: Correspond to samples obtained after the pulverisation. Pulp duplicates are inserted at a rate of 1 every 25 samples, including half in the same shipment and the other half in another shipment or to the control laboratory.
- 10# Duplicates: Corresponding to the samples obtained after crushing. Coarse duplicates are inserted at a rate of 1 every 25 samples, including half in the same shipment and the other half in another shipment, or to the control laboratory.
- Field Duplicates (RC and DDH): Consist of the second core quarter separated for analysis. Field duplicates are inserted at a rate of 1 every 25 samples.
- Coarse Blanks: Samples of barren rocks, or prepared with local barren rocks. Coarse blanks are inserted at a rate of 1 every 25 samples.
- Fine Blanks: Samples of barren rocks or grades below 0.05% TCu inserted to verify contamination in the chemical analysis process. This corresponds to pulverised quartz and inserted at a rate of 1 every 25 samples.
- Certified Reference Material (CRM): Samples are purchased from the commercial laboratory, ORE Research & Exploration Pty. Ltd. (OREAS), and include a corresponding certificate. CRMs are inserted at a rate of 1 every 20, or 25 samples, with the CRM chosen randomly. TSEN Reference Materials are MEL own matrix materials prepared by Geoassay laboratory. There are 8 standards, covering 0.35% to 2.6% copper grade.

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Table 8-4: FY2021 Control Samples for RC and DDH

Process	Control	Source	Frequency	Control	Error
Composites	Field Duplicate (RC)	RC Sample B.	1 per batch	Precision	≤ 30%
	Field Duplicate (DDH)	DDH Half core		Precision	≤ 30%
	Duplicates 10#	Post crushing duplicates	1 per batch	Precision. Representativeness of the sample post mechanical preparation	≤ 20%
	Pulp Replicates	Duplicate from the division of the pulp into 2 envelopes of 250 g.		Accuracy. Inserted post pulverisation stage	≤ 10%
	Coarse Blanks	Barren blast holes TCU <0.02%	1 per batch	Contamination Inserted before primary crushing.	Grade > 5 times detection limit (x >0.05% TCu)
	Fine Blanks	Pulverised quartz		Contamination Inserted before the pulverising.	5% of samples analysed, > 3 times of detection limit (x >0.03% TCu).
	CRM (standards - TSEN)	Samples certified from a Round Robin	1 per batch	Accuracy	±2 standard deviations, bias < 5% and coefficient of variation < 5%

Source: MEL (2022)

QA/QC data was routinely monitored both in the short term and long term:

- Short-term: Carried out daily and in all specific batches as they were reported by the laboratory.
- Long term: Carried out monthly to identify trends and biases. This review includes analysis of precision, accuracy, and contamination. An annual report of the QA/QC programme results from the drilling campaign was constructed.
- Re-assay: Should the quality control standard(s) and/or blanks fail, the batch may be wholly or partly re-assayed at the discretion of the geologist. Where re-assaying has occurred, the QA/QC standards and blanks are checked again, and if approved, the results are added to the database.

8.3.1 Sample Analysis Controls and Results

2008 – 2020

Table 8-5 shows the overall accuracy and precision results of the QA/QC programme for TCu for twelve recent calendar years (2008 - 2020), for Field Duplicates (RC and DDH) and CRM. MEL uses a set of eight (CRM), which covers the range of TCu grades of the deposit. In general, the TCu CRMs present samples within the established 5% bias limits. Table 8-6 details the routine samples inserted from FY08 (ending June 2008) to FY21 (ending June 2021) at Escondida and Escondida Norte by type of composite.

Table 8-5: QA/QC Results for TCu, 2008-2020, Escondida and Escondida Norte

		2008	2009	2010	2011	2012	2013	2014
Precision	Field Duplicates	98.5%	97.3%	98.4%	98.5%	97.0%	94.6%	98.4%
	Pulp Replicates	98.4%	98.8%	98.8%	98.7%	96.1%	95.4%	99.0%
Accuracy	CRM (TSEN)	98.2%	98.5%	98.3%	98.6%	98.4%	98.1%	99.4%
		2015	2016	2017	2018	2019	2020	
Precision	Field Duplicates	99.7%	100%	100%	99.5%	97.7%	99.5%	
	Pulp Replicates	98.9%	99.2%	99.7%	100%	100%	99.5%	
Accuracy	CRM (TSEN)	98.8%	98.8%	99.4%	99.2%	100%	97.5%	

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Source: MEL (2022)

Table 8-6: Number of Routine and Control Samples TCu, 2008-2021, Escondida and Escondida Norte

	MEL_DH_CL		MEL_DH_CF		MELEN_DH_CL		MELEN_DH_CF	
	N° Samples	N° Control	N° Samples	N° Control	N° Samples	N° Control	N° Samples	N° Control
FY08	23,127	1,373	4,112	296	66,111	3,781	7,099	412
FY09	37,119	2,028	6,876	372	82,115	4,513	6,902	383
FY10	100,495	5,594	16,961	1,190	47,185	2,647	9,516	553
FY11	74,454	4,663	11,457	1,077	57,931	3,717	7,975	1,007
FY12	54,635	7,403	5,440	1,307	42,851	5,351	4,323	987
FY13	26,796	4,078	2,745	636	12,616	1,877	1,189	291
FY14	22,201	4,118	2,091	488	9,783	1,796	1,161	287
FY15	17,257	3,134	1,550	340	12,118	2,255	1,474	321
FY16	13,211	2,372	1,506	284	3,644	650	447	83
FY17	10,199	1,742	1,083	181	4,840	862	587	104
FY18	10,419	1,805	935	153	1,623	284	179	28
FY19	7,906	1,393	884	151	2,974	521	305	51
FY20	6,434	1,056	742	140	2,314	394	312	48
FY21	7,758	1,125	746	125	1,664	230	225	36

Source: MEL (2022)

In terms of accuracy, TCu was analysed for six (6) types of duplicates (field, coarse and pulp samples). As a result, the accuracy for field, preparation, and pulp duplicates was adequate and within acceptable ranges.

2021

The number of controls for the year 2021, and their results are presented in Table 8-7, with examples of some control charts in Figure 8-6 to Figure 8-8.

Table 8-7: FY2021 QA/QC Summary

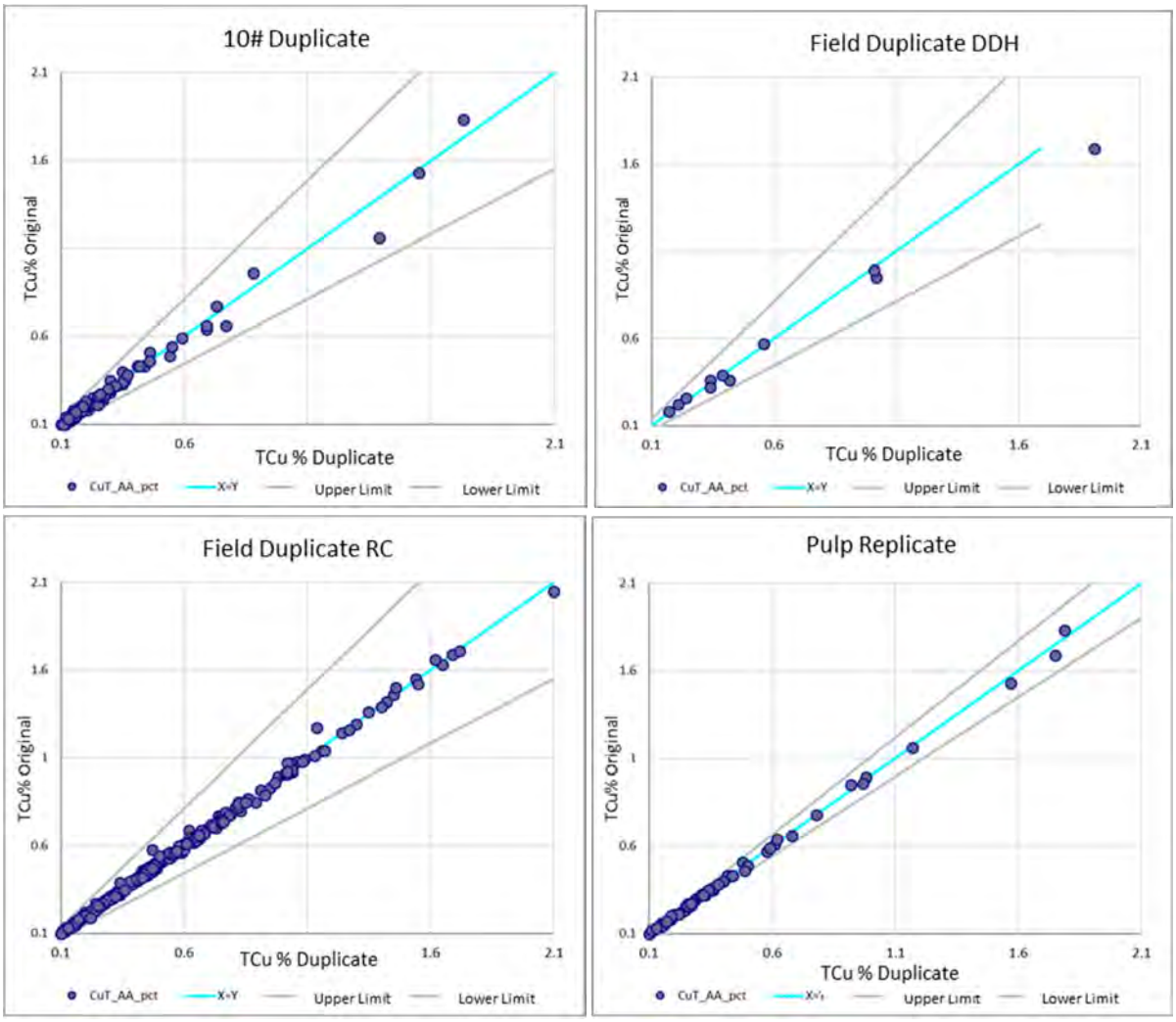
	Control	N° Samples	Rate	Error rate (%)
Grade Composites (CL) y Physical Composites (CF)	Field Duplicate RC	302	1 per batch	TCu: 0 SCu: 0.3 Fe: 0.7 As: 0
	Field Duplicate DDH	13	1 per batch	TCu: 0 SCu: 0 Fe: 7.7 As: 0
	Duplicates 10#	99	1 per batch	TCu: 0 SCu: 0 Fe: 0 As: 0
	Duplicates of pulp	91	1 per batch	TCu: 0 SCu: 3.3 Fe: 0 As: 0
	Coarse Blanks	21	1 per batch	0.05%
	Fine Blanks	21	1 per batch	0.03%
	CRM (standards - TSEN)	223	A random mix of 8 CRM inserted, Grades between 0.35 to 2.71 TCu%	3.55% Bias

Source: MEL (2022)

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Duplicates

As can be seen in Figure 8-11 the accuracy for field, preparation, and pulp duplicates was adequate and within acceptable ranges.



Source: MEL (2022)

Figure 8-11: Results of Field, Coarse (10#), and Pulp Duplicates-TCu

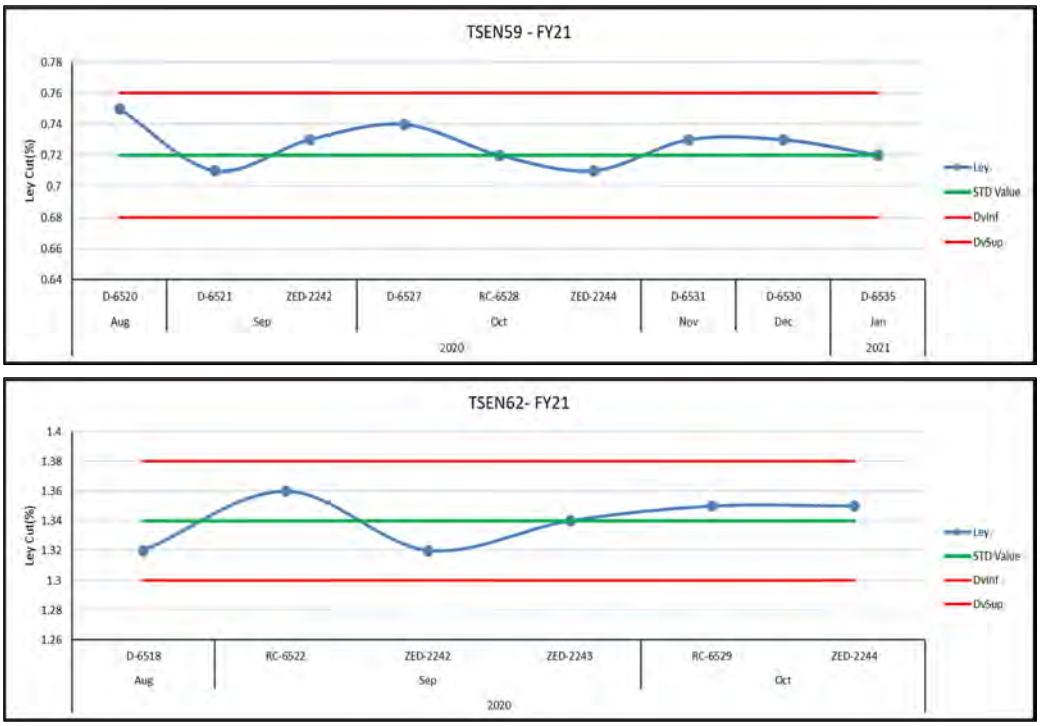
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Standard sample results show acceptable precision, most samples have TCu values within acceptable tolerance limits (Figure 8-12).

Blanks

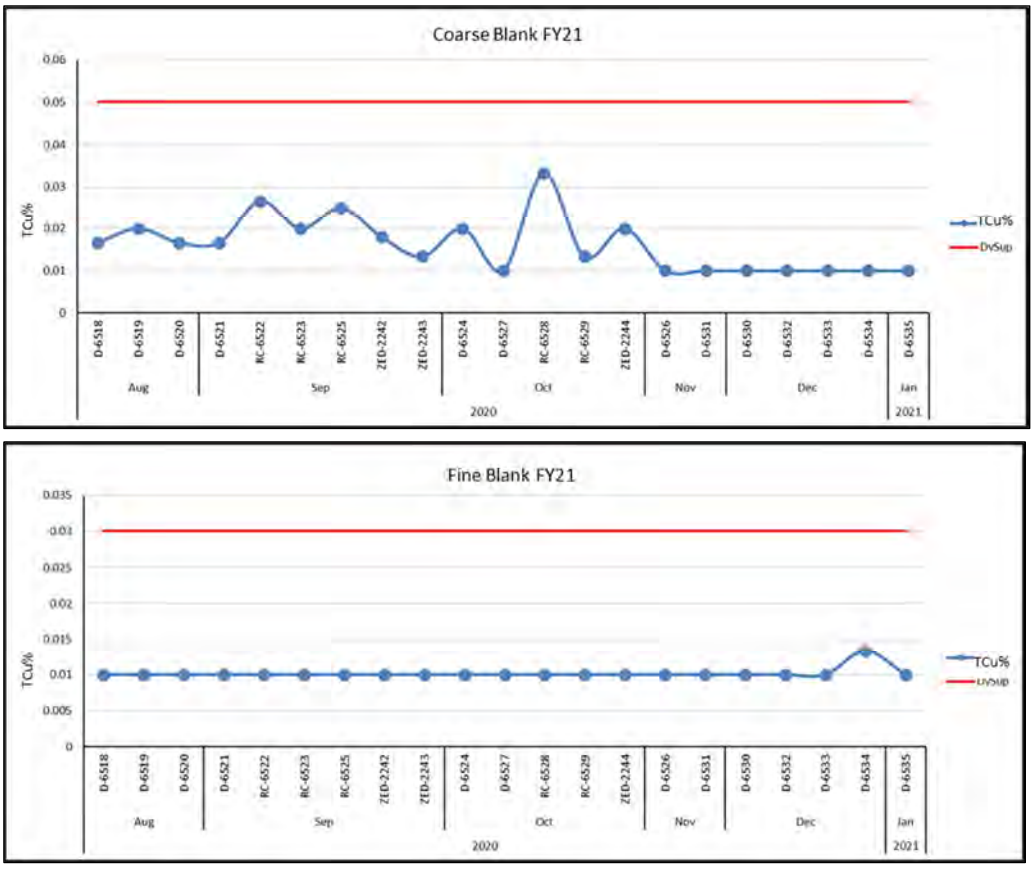
Figure 8-13 shows the results for coarse and fine blanks used in FY21 campaign.

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Source: MEL (2022)

Figure 8-12: Laboratory Results for TSEN59 and 62 of FY21 Campaign



Source: MEL (2022)

Figure 8-13: Coarse and Fine Blanks Result for FY21

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8.4 Opinion on Adequacy

In the opinion of the QP, at MEL, there were adequate controls in the sample preparation, analysis, and security processes for use in the estimation of mineral resources and mineral reserves.

It is the QP's opinion that the sample preparation, security, and analytical procedures applied by MEL were appropriate and fit for the purpose of establishing an analytical database for use in grade modelling and preparation of mineral resources estimates, as summarised in this TRS.

During a site visit in August 2021, the QP reviewed the core and sampling techniques. The QP found that the sampling techniques were appropriate for collecting data for the purpose of preparing geological models and mineral resources estimates.

8.5 Non-Conventional Industry Practice

In the construction of the Resource model, no data was obtained using non-conventional industry procedures.

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9 Data Verification

The QP was provided with the compiled Escondida and Escondida Norte database, in Excel file format, which included survey information, downhole geological units, sample intervals and analytical results.

Drill hole data for Escondida includes 5,764 drill holes, totalling 1,768,738 m of drilling, and with 1,678,615 m of assays. The Escondida Norte programme consists of 2,832 holes with 923,211 m of drilling and 908,081 m of analytical samples. Compiled supporting documentation for the Escondida and Escondida Norte drilling data included descriptive logs with collar surveys, core photos, and assay information. No other sample type were used in the construction of the resource model.

At MEL, protocols have been defined in order to assure data verification and data storage of both physical and electronic records. These protocols were defined for each stage of data acquisition processes: drilling, geological logging, chemical analysis and database delivery to users. It is the role of the QP that these protocols ensure the quality of the data through periodic reviews of the information entered the database, review of database delivery reports and participation in the different audits carried out on the process

9.1 Data Verification Procedures

Under the plan, data is entered directly into acQuire where the data was first validated in its relational definition according to the data model, followed by verifications related to formulas and cross conditions. All validations were performed before permitting the export of data for geological modelling and resource estimation purposes. Validation in acQuire was applied to survey, geology, and assays (Figure 9-1).

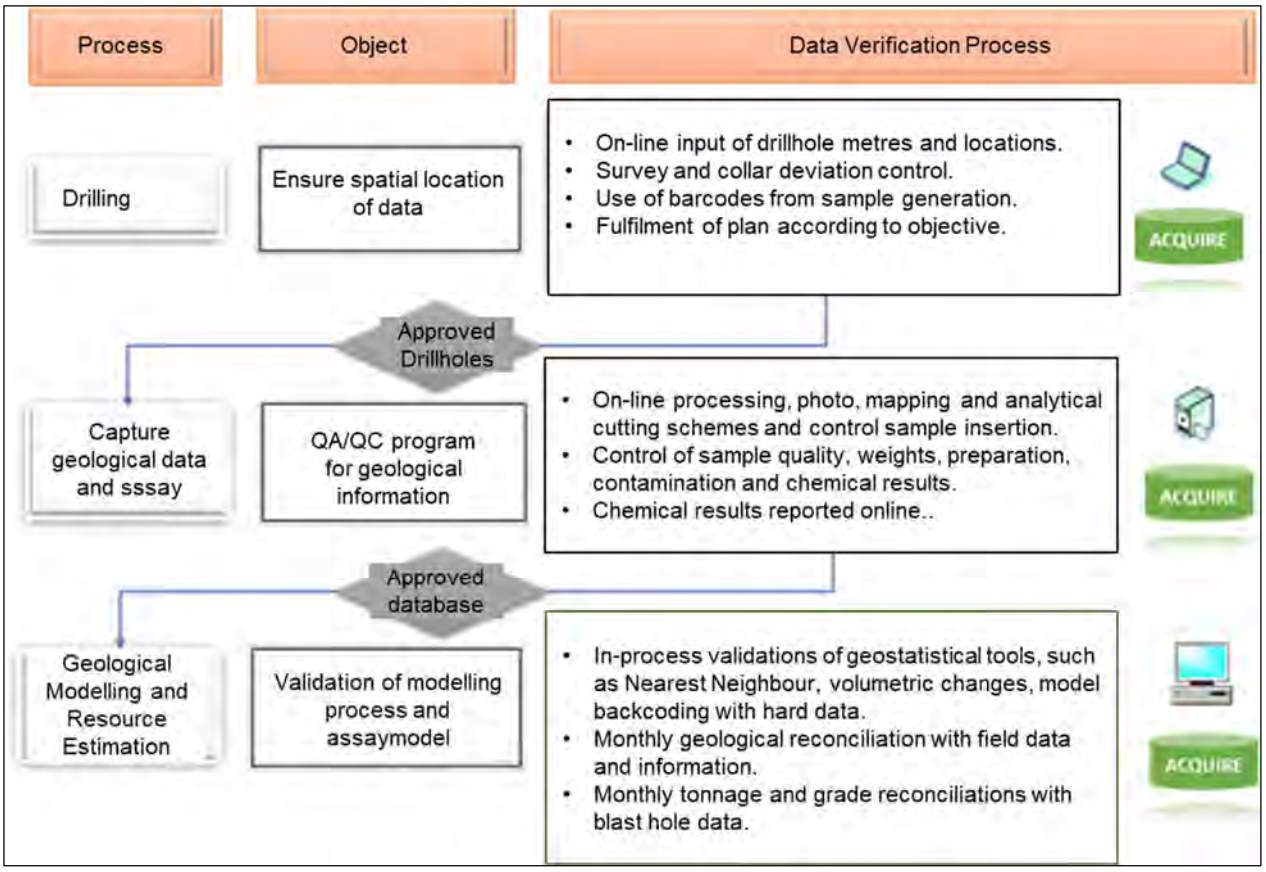
The QP was responsible for the review of the data used for resource estimate at different stages of the process:

- Drilling:
  - Validation of the drill hole coordinates by checking the data recorded at the rig installation.
  - The drill hole deviation was validated both by a second measurement of the deviation for a percentage of the drill holes, as well as by evaluating the result of the deviation of the drilling hole, which must be less than 5%.
- Sampling:
  - Barcoding was used at all stages of the process, allowing the process to be managed completely blind for the laboratories.
  - All stages of the sampling process were managed with acQuire without any external intervention.
  - Specifically, sample checks were carried out on the samples at specific points including, core recovery for RC and DDH, weight of the RC samples, and core recovery.
- Assaying:
  - Assays used in mineral resources estimation have a robust QA/QC process that continuously monitors accuracy, precision and contamination at different stages.
  - Assay results reports from the laboratory were prepared digitally and the results were automatically uploaded to acQuire.
- Logging:
  - Geological data entry was performed digitally and stored directly in the acQuire database with no manual intervention at any time.
  - Geological logging was validated by cross-checking and validation by the MEL Senior Geologist.

An internal validation was performed periodically and includes approximately 5% of the data.

The database is located on the MEL server and backed up daily.

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Source: MEL (2022)

Figure 9-1: Flowsheet of the MEL Data Verification Process

Data input validation procedures into AcQuire comprised automated import routines developed by MEL. These routines force the input data to abide by several data entry/import rules as well as enforcing internal validation tools to prevent erroneous data entry. Each time data relating to a drill hole is changed, the username, time, and type of alteration (insert, update or deletion) are recorded. Assays are never adjusted; however, samples may be re-assayed, if deemed necessary after examination of the accompanying QA/QC results.

9.1.1 External Reviews

Every two years, MEL performs an external audit to the Resource Models for the main estimated variables to include TCu, SCu, and density. This audit considers a detailed and independent expert review and validation of the procedures used to estimate the mineral resources via a detailed review of data capture and data management, interpretation and modelling of the geology, definition of estimation domains, grade estimate, and mineral resources classification. The historical audits performed are presented in Table 9-1.

During these audits, the QP was responsible for defining the scope of the audit, as well as leading and coordinating the Escondida and Escondida Norte work teams. In addition, this QP was responsible for evaluating the implementation of the recommendations arising from these audits.

The latest audit was conducted in 2021, by Golder Associates S.A., on the 2021 Resource Model (LPMay21) which supports this mineral resources statement as of 30th June 2022 and is reported in Golder Associates S.A. 21460151 MEL Auditoria Recursos 2021 revB.

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Table 9-1: Mineral Resources Biannual External Audits

Calendar year	Model	Company	Data Acquisition	Model Interpret-ation	Estimation TCu & SCu	Density	Mineralogy & Partial Extraction	For Declaration Date
2013	LPMay13	CRM - Jeff Sullivan	YES	YES	YES	YES	YES	30th June 2014
2015	LPMay15	CRM - Jeff Sullivan	YES	YES	YES	YES	YES	30th June 2016
2017	LPMay17	CRM - Jeff Sullivan	YES	YES	YES	YES	NO	30th June 2018
2019	LPMay19	Golder	YES	YES	YES	YES	YES	30th June 2020
2021	LPMay21	Golder	YES	YES	YES	YES	YES	30th June 2022

Source: MEL (2022)

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9.1.2 Internal Reviews

Internally, every year, the Resource Centre of Excellence (RCoE) of BHP conducts a Resources and Reserves Risk Review (RRR&R) upon Escondida and Escondida Norte deposits. This review seeks to ensure the reportability of mineral resources and mineral reserves under the international standards of the different stock exchanges where BHP makes declarations. The QP is present before the RCoE during the audit and is responsible for providing information and answering queries.

During this review, data management and the QA/QC programme for geological information is evaluated to include sample capture and preparation, chemical analysis, normative mineralogy (partial extraction), geological logging, spatial location of samples, and database management. No deficiencies were found in the handling and quality of the recorded data.

9.2 Limitations

Since 2005, the QP has been involved in the mineral resources estimate and is not aware of any other limitations, nor failure to conduct appropriate data verification.

9.3 Opinion on Data Adequacy

This QP makes periodic visits to the facilities where data capture, management, and backup activities are performed. The QP has validated the data disclosed, including collar survey, downhole geological data and observations, sampling, analytical, and other test data underlying the information, or opinions contained in the written disclosure presented in this TRS. The QP, by way of the data verification process described in this section of the TRS, has used only that data, which was deemed by the QP to have been generated with proper industry standard procedures and was accurately transcribed from the original source. The QP is also of the opinion that the data being used for the estimation of mineral resources is adequate for the purposes used in this TRS. Data excluded from the estimation is minimal and is not expected to affect materially the end result of the estimation.

10 Mineral Processing and Metallurgical Testing

The main mineralisation style in both Escondida and Escondida Norte consists of copper sulphides, such as chalcocite, covellite, and chalcopyrite. In addition, there are zones of oxide mineralisation where brochantite, chrysocolla, and antlerite are the main species.

Three processes were defined after extensive analysis and testwork in early stages of development. The understanding of geological characteristics, combined with the metallurgical response of the mineralisation, defined the following processing ways:

- Concentration of copper sulphides by froth flotation to produce a copper concentrate.
- Acid leaching, mostly copper oxides, to produce cathodes,
- Bioleaching of copper sulphides, below cutoff grade of concentration process, to produce cathodes.

These three processes were not all begun at start-up of the MEL operation, which was solely flotation of sulphides, but expansions and the addition of other processes were subsequently added. The addition of processing facilities, employing different metallurgical processes that depend upon different testwork for metallurgical evaluation, is the reason for which the collected data supporting production planning and growth projects is presented in the context of these processes.

In addition, the company obtains economic benefits from the gold and silver recovered as by-products of copper production that it markets in the form of metal contained in concentrate.

Maps presented in this chapter use local mine coordinates derived from the PSAD-56 UTM projection.

10.1 Testing and Procedures

10.1.1 General

Because of the overall dominance of copper concentrate as a product, the main activities for the updating of the geometallurgical models are focused on the flotation recovery of sulphides. However, the procedure for updating the geometallurgical variables includes acid leaching and bioleaching processes. In Figure 10-1, the activities related with production forecasting for the sulphide concentrators have been coloured light blue, the activities associated with concentrate quality modelling are in orange; finally acid and bioleaching models are coloured in green.

10.1.2 Testing and Laboratories

The samples for geometallurgical testing come from the following sources:

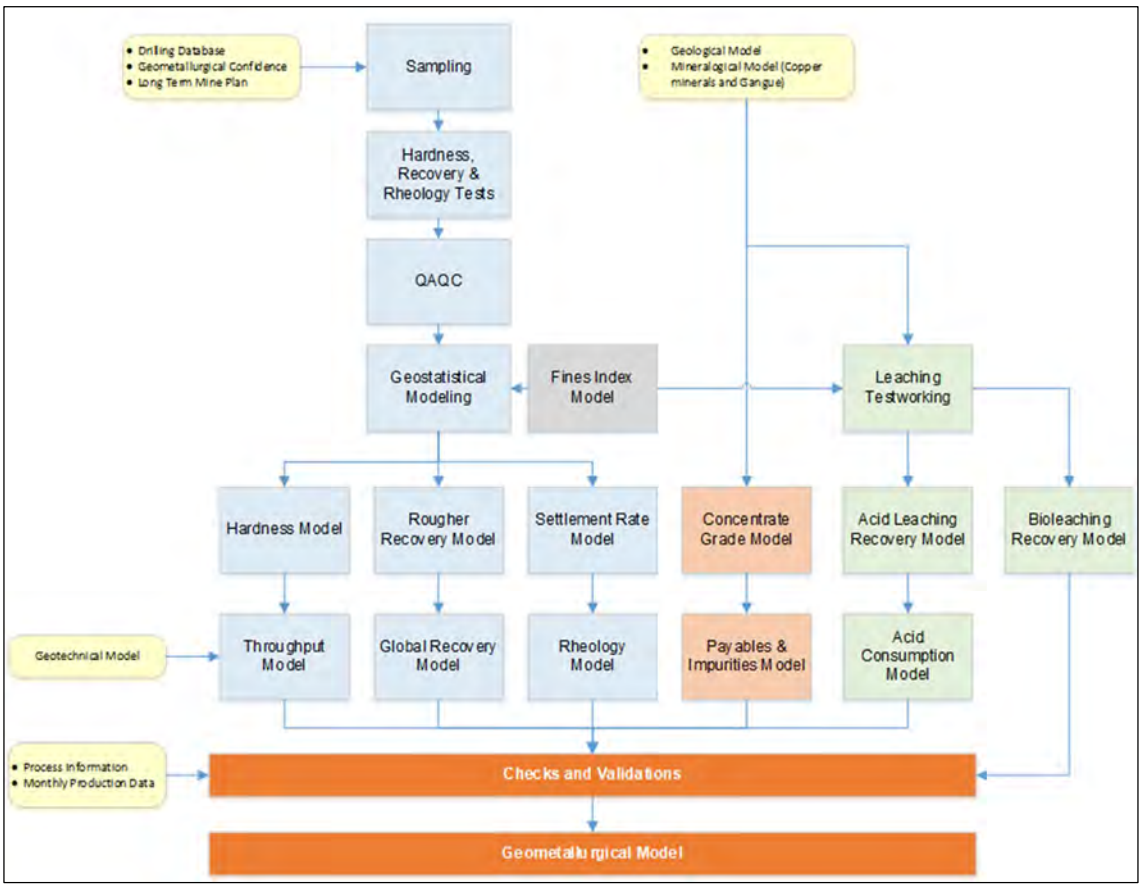
- Infill diamond drilling holes are used mainly for concentration process testing. These drilling programmes provide physical composites 14-16 m length, which are collected in a systematic approach.
- Infill reverse circulation drilling and bulk samples extracted from open pit are the main sources of samples for leaching processes because of both geochemical characterisation and mass requirements.

The drilling campaigns are the main activity to support the planning process and it is focused within the volumes to be extracted in the long term mine plan. Figure 10-2 shows the characterisation data collected from the drill holes.

Table 10-1 describes the nature of key metallurgical testwork procedures undertaken for geometallurgical characterisation to support both flotation and leaching process routes. Many laboratories and testwork facilities have been employed for metallurgical analysis and testing to support the geometallurgical evaluation of MEL during its operational life to date. These laboratories have been all independent

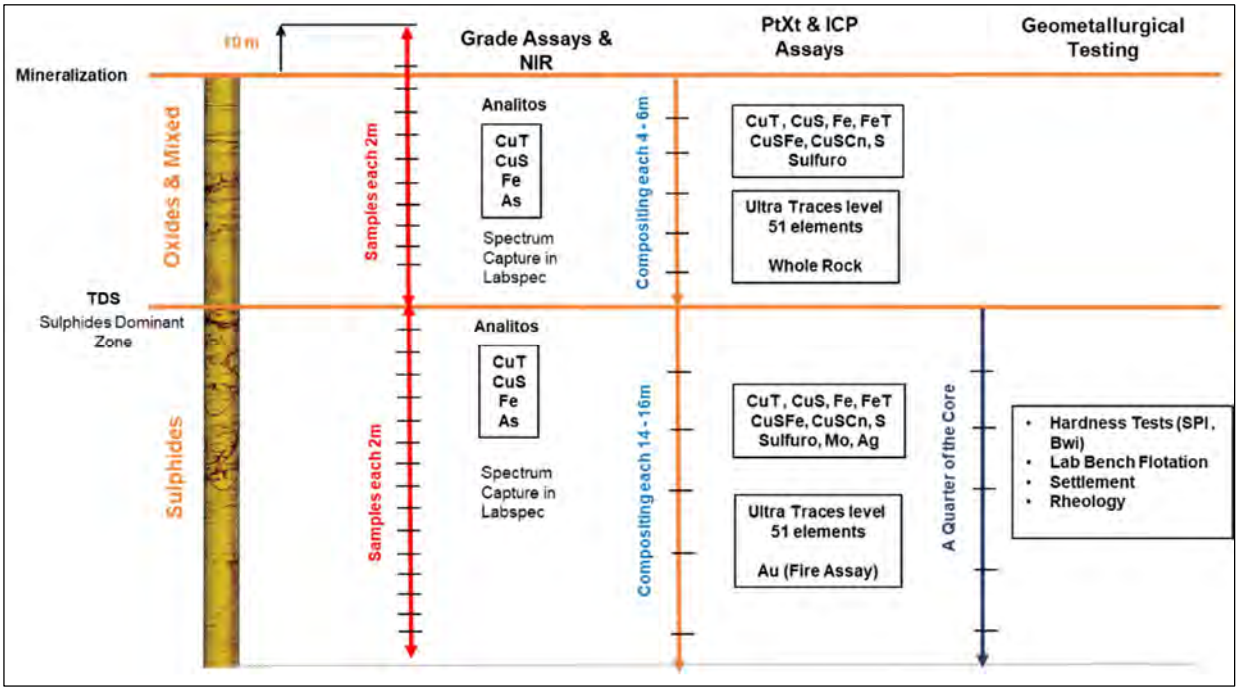
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external laboratories to MEL, and apply their own Quality assurance processes and/or external certifications. The most significant laboratories for MEL are listed in Table 10-2.



Source: MEL (2022)

Figure 10-1: MEL Geometallurgical Modelling Flowsheet



Source: MEL (2022)

Figure 10-2: Geometallurgical Testing Scheme

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Table 10-1: Description of Key Testwork undertaken for Geometallurgical Characterisation

Process	Test / Assay	Notes
Concentration	SAG Power Index (SPI)	The SPI test is a well-established industry test for estimating specific energy consumption for the crushing and milling of rock in grinding mills. The result of the SPI Test is expressed in minutes, and is defined as the time required to reduce a mineral sample from a characteristic feed size of ½" to a characteristic product size of 1.7 mm. A longer grinding time, with respect to the mean of the distribution of data captured from the deposit, indicates greater resistance to grinding. SPI has the advantage of requiring little mass (~ 2 kg) and is therefore suitable for the geometallurgical characterisation of deposits by being able to provide many data points due to the relative ease of sampling and testwork through diamond drilling.
	Bond Work Index (BWi)	The BWi test is undertaken to estimate the energy required to grind previously milled rock to a fine size to prepare it for flotation. The test result is expressed in kWh / t. The test uses 10 kg of ore and the objective is to reach a steady state grinding of the sample. This is to emulate the replacement ratio of fresh ore to a grinding mill in continuous function. The parameter is equivalent to the mass passing through specific opening per revolution. This is repeated for a specific number of grinding cycles. Each cycle has 100 revolutions, wherein a sieve with a given opening is used to define the defined mesh (grain) size of the product in each cycle. It is a globally accepted test, in terms of its reliability, repeatability and reproducibility for the design and analysis of ball milling circuits.
	Rougher Flotation	The test uses one kilogram of ore, which is ground to a product size (P80) of 150 microns, which means that 80% of the mass passes through a 150-micron opening sieve. The mineral is deposited in a 3.1 litres laboratory cell and is floated under standard conditions for 12 minutes. Flotation kinetics can be determined by collecting 4 different concentrates, in cumulative quantities and in separate trays. In addition, at the end of the test, the copper analyses in all the products allow to calculate the recovery at different times and the maximum recovery. The test outputs the potential recovery of a determined ore and their kinetic curve. It is designed to be executed in standard conditions, using a target of primary grind size of 150 microns.
Acid and Bioleaching	Unit Leaching Columns	Numerous metallurgical programmes have been carried out supporting traditional crushed ore (heap) leaching using acid solutions. These tests are undertaken in plastic columns of various lengths and diameters to observe and analyse the response of mineralisation to acid bearing fluids (leach solutions). The process emulates the actual processes within a heap leaching pad. Standard test conditions for oxide leaching columns are established to ensure that comparison between different test conditions and ore types may be undertaken. Standard conditions for MEL are applied for testing.
	Acid Consumption Test	The test reports the sulphuric acid consumption of a previously ground sample of mineralisation to understand how much acid is consumed by the leaching of both copper minerals and other acid reactive minerals in a mineralisation type.
	Permeability Tests	Samples were crushed to < 0.5" diameter (crusher set to 25 mm) and prior to testing, the 0.5" crushed ore samples were agglomerated. Physical and hydraulic property laboratory screening tests are conducted to assess the ore hydraulic properties under a range of proposed heap heights, irrigation rates, and aeration rates. Screening tests and methods included specific gravity, particle size distribution (PSD) of pre-test and post-test ore samples using the sieve/ hydrometer and laser diffraction methods, Atterberg limits, dual wall saturated conductivity, dual wall unsaturated hydraulic conductivity, dual wall air permeability tests, energy-dispersive X-ray fluorescence (EDXRF), X-ray diffraction (XRD), and moisture retention characteristics (MRC).
	Agglomeration-Sulphation tests	The tests define the optimal acid and moisture dosage for different mineralisation zones. The approach is to run an experimental matrix using standard conditions defined by MEL.

Source: MEL (2022)

Table 10-2: Laboratories

Laboratory	Location	Testing & Assaying	Certifications
SGS Minerals	Chile	Hardness (SAG Power Index, Bond Work Index, Low Energy Index Test; Abrasion Index), Rougher Copper Recovery, Rougher Molybdenum Recovery, Rougher Copper Recovery, Rougher Copper Kinetic, Tailings rheology (Yield Stress, viscosity), Settlement Rate, Microtrack Automated Mineralogy QEMScan / TIMA, X-Ray Diffraction; Whole Rock and Clays Density Separation and FRX Particle Size Distribution Tests, Preparation of Irrigation Solution (Artificial Refining), Real Density (Pycnometre), Agglomerate of Samples; Operation, Control, Loading and Unloading of Crib, Minicribs and Columns; Gravel Drying, Disaggregation and Preparation, Treatment and Disposal of Solutions, Iso-pH bottle leaching tests, Hydraulic conductivity, Bioactivity Test, Bacterial Amenability, Agglomerate Quality Test, Sulphation test, ISO-Eh Test, Impact Test Routine Assaying (copper, iron, arsenic)	ISO 9001 ISO14001 ISO 45
Aminpro	Chile	Hardness (SAG Power Index, Bond Work Index), Pilot Testwork	
MEL Internal Metallurgical Laboratory	Chile	Focused on production samples. Rougher Flotation test, Chemical assaying from both concentrator and leaching operations streams.	
CISEM	Chile	Automated Mineralogy QEMScan, X-Ray Diffraction; Whole Rock	
GeoSystems Analysis, Inc.	USA	Permeability Testing	
ALS Chemex	Canada	Inductive Conductive Plasma (ICP) for 54 Elements assaying	ISO 9001 ISO14001
Bureau Veritas	Chile	Routine Assaying (total copper, Soluble copper, iron, arsenic)	ISO 9001 ISO14001
	Chile	Partial Extraction assaying (Soluble copper at cyanide, ferric sulphate, sulphuric+citric acid)	ISO 9001 ISO14001

Source: MEL (2022)

10.2 Sample Representativeness

Sampling for MEL metallurgical testwork has been sourced during the operation to date from:

- Samples from drill holes employed to characterize the deposit geologically and chemically.
- Dedicated drill holes to recover larger sample mass for testwork.
- Bulk samples extracted from tunnels or the open pit.

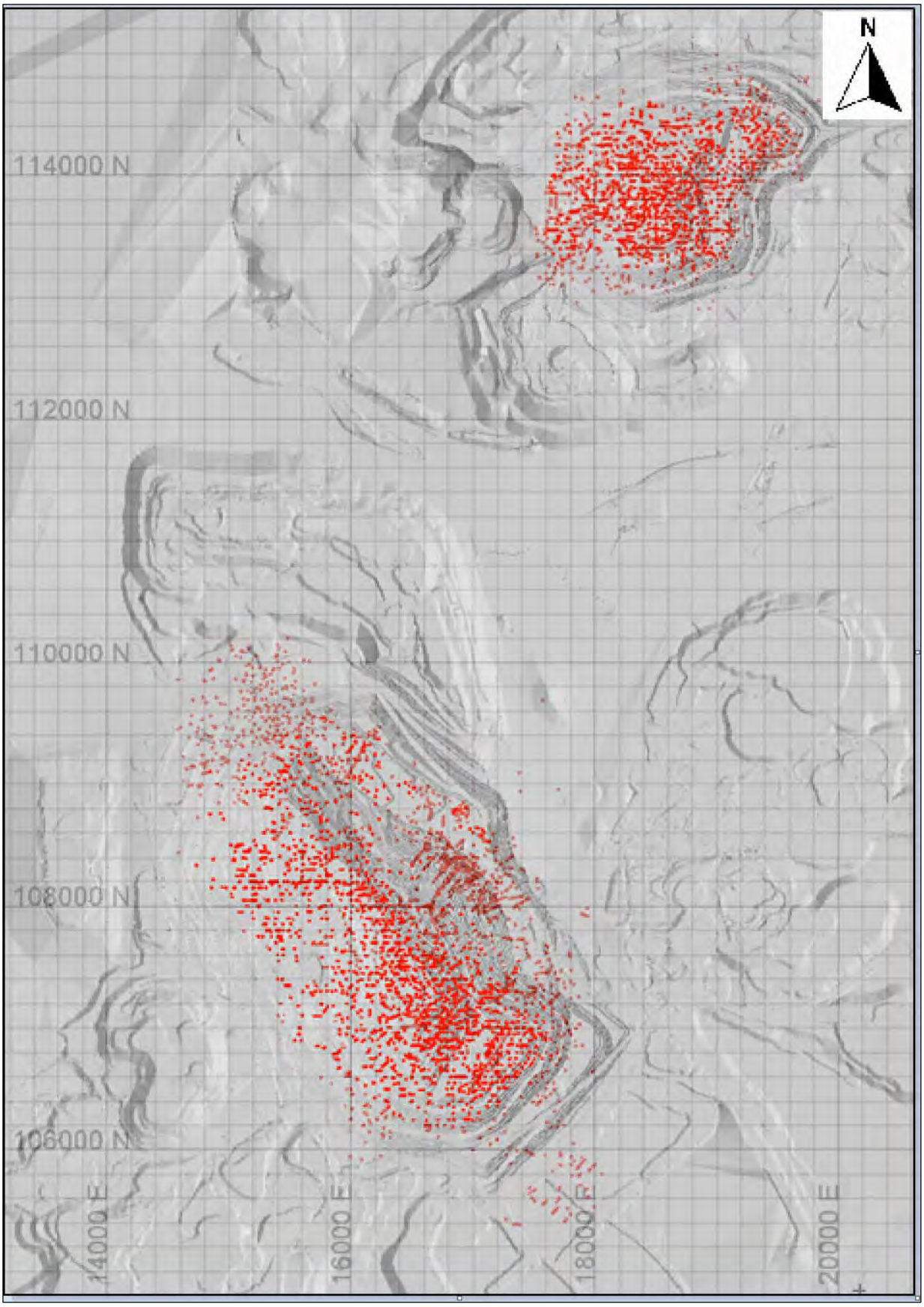
Due to the maturity of the geometallurgical modelling, most new samples in the annual model updates are taken from regular diamond core drilling (DDH) to save cost and provide easy access to existing drill core. This new information is gathered continually and included into the geometallurgical modelling to predict metallurgical process response, as an ongoing part of the annual planning cycle. The geochemical characterisation, as with the geological characterisation, from drill holes is also employed in geometallurgical characterisation and modelling.

10.2.1 Sulphide Concentrator Sampling

The sampling process for concentrator testwork, for both hardness and copper recovery, is based on systematic sampling of DDH composites generated from alternating 14 m, or 16 m length intervals from diamond drill holes. These intervals are chosen to emulate the MEL mining bench height of 15 m, while being composited from the routine 2-m long sampling interval. These samples are chosen from diamond drill holes throughout the mineral deposit that are selected to characterize feed volumes considered in the long term production plan. The selection is prioritised according with both geometallurgical confidence criteria and the sequence of exploitation.

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Source: MEL (2022)

Figure 10-3: Spatial distribution of geometallurgical samples

Table 10-3: Hardness and Recovery Databases Supporting Long Term Plan, as Issued at May21

Mine	Test	Database May21
Escondida	Hardness	9,126
	Recovery	9,120
Escondida Norte	Hardness	5,996
	Recovery	6,161
TOTAL	**Hardness**	**15,122**
	Recovery	**15,281**

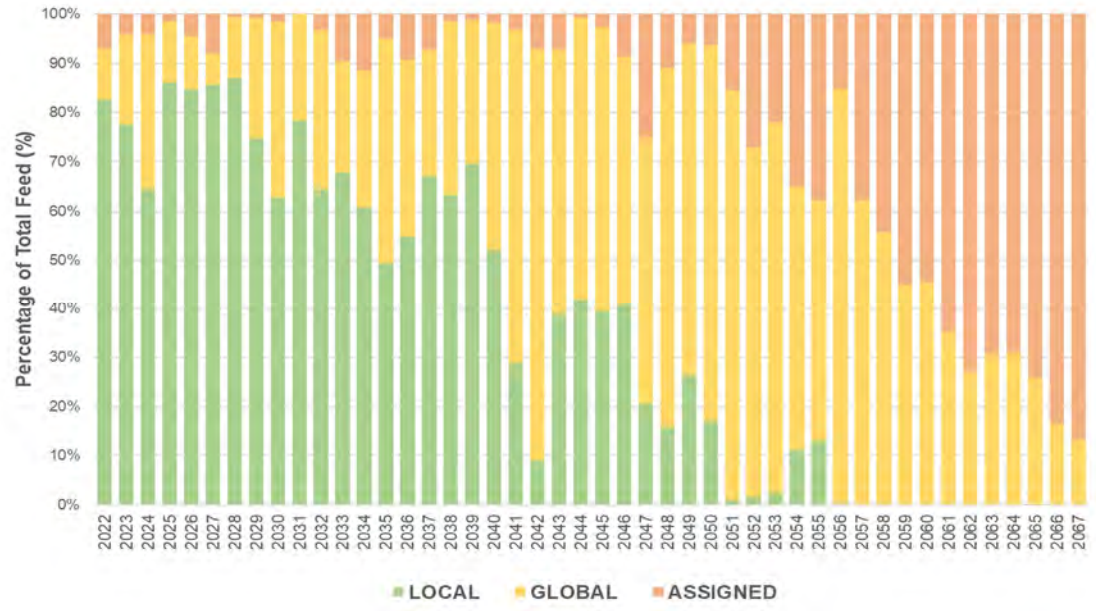
To support the sampling criteria, focused on the long and short term planning process, a geometallurgical classification system has been developed to incorporate a quantitative measurement of risk and uncertainty in mining plans for metallurgical parameters. The geometallurgical classification system is applied to the hardness and copper recovery data for concentrators and it works similar to resource categorisation.

In this case the terminology for geometallurgical variables has been defined as Local, Global and Assigned confidence depending on the holes, samples and distance that have been used to interpolate a single block. The "Assigned" classification it is related with blocks that are valued by means of global averages from the database where the input of fundamental information on grades and geology is always available, and this significantly decreases uncertainty expectations. The definition of this classification is shown in the Table 10-4, with the results shown in Figure 10-4.

Table 10-4: Geometallurgical Classification Definition for Hardness and Recovery

Classification	Definition
Local Confidence	Interpolated Blocks. Sample Distance ≤100 m. Samples used for Interpolation ≥5. Drill Holes used ≥4
Global Confidence	Interpolated Blocks. Sample Distance >100 m. Samples used for Interpolation <5. Drill Holes used <4
Assigned	Global averages from the database using grades, geology combinations where no geometallurgical samples are available.

Source: MEL (2022)



Source: MEL (2022)

Figure 10-4: Geometallurgical Classification Profile for Copper Recovery at Concentrators on Long Term Plan 22

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The system provides information by which volumes with higher uncertainty, or risk to the metallurgical estimate, are identified so that drilling plans and/or sampling from existing drill holes, can be directed reduce uncertainty.

10.2.2 Acid Leach (Oxide and Mixed) and Acid Bio Leach (Sulphide) Sampling

Sampling for metallurgical testwork for these processes is no longer undertaken. During the early phases of these processes, bulk samples were obtained from large diameter DDH, sampling tunnels, and bulk samples taken from the operating pits. This was required to generate the large mass of sample required for testwork.

Based on that historical testwork, the process models for oxide leaching were developed and validated and these has been in use to date. The process models for oxide leaching continuously updated, because of the new data collected. The process models for leaching is fully linked with the geological and mineralogical data collected from routine characterisation.

In early stages of bioleaching for the sulphides, the project tested successfully a 500,000 t demonstration leach pad. It was constructed with ore extracted from the Escondida pit in 1999. Details of these sampling programmes are not presented in this TRS, since their importance has been displaced by the empirical use of the geometallurgical models that were thusly derived.

The maturity of the metallurgical parameters are now gathered from both regular 2 m geochemical and 14 m-16 m characterisation from infill drilling programme. This is an ongoing process that updates the geometallurgical models.

The model has information concerning the different types of geology present in both the reserves plan and the mineral resources volume to include principal alteration types, predominant lithologies, and mineralogical zones. This information informs the definition of ore types that are employed in ongoing characterisation and planning. The acquisition of information, and consequently the data density, reflects the difference in the geometallurgical complexity (variability) of the deposit. MEL undertakes a continuous process of data acquisition to support both long term planning and mining operations.

In the opinion of the QP, the data coverage provides sufficient representativity of the volume of the deposit to support the life of the mineral reserves. The maturity of the operation gives additional support for calibration and reconciliation process to improve both modelling and forecasting.

10.3 Relevant Results

The process established for the interpretation of collected analytical and testwork data and the transfer into the block model is through two ways to include when data density is higher enough, because of systematic sampling then a geostatistical interpolation is applied, or for variables that have either lower density of data points, or less inherent geological variability and the parameters are included in the block model by the allocation of global averages determined by the geological characteristics.

This process is underpinned by statistical analysis that has established discrete volumes of the deposit (estimation domains) that have been demonstrated as being populations with similar statistical characteristics. Finally, process models are applied based on the installed capacity to forecast mill throughput, flotation recovery, concentrate quality, and leach recovery for both long term and short term mine planning. Table 10-5 summarizes the methodology applied for each parameter to transfer into the block model.

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Table 10-5: Testwork for Geometallurgical Process

Parameter	Modelling Method	Input
Concentrator Process (Sulphides)		
Hardness Model	Geostatistical interpolation and global averages, conditioned by the geological characterisation	Database of SAG Power Index (SPI) and Bond Work Index (BWI) testing.
Throughput	Specific-by-plant algorithm which calculates processing rates at resources block model using SPI and BWI inputs. A power-based model using installed capacity for the concentrators.	Hardness Model
Copper Recovery	Geostatistical interpolation and global averages, based on geological controls.	Database of rougher flotation test results employing scale-up factors to reflect the physical nature of each concentrator
Concentrate Grade	Algorithm which calculates expected grade at concentrate at the resources block model	Copper minerals and Pyrite content from mineralogical model.
Impurities and Payable elements	Algorithm which calculates expected content at the concentrate at the resources block model using an expected recovery at the process.	Recovery factors come from operational evidence.
Acid Leaching Process (Oxide and Mixed ore)		
Leach Recovery	Assigned to the block model conditioned by the geological characterisation and oxidation ratio	Principally derived from column test work recoveries
Acid Consumption	Assigned to the block model conditioned by the mineralogical characterisation of gangue minerals	Derived from testwork.
Bioleaching Process (Sulphides and Mixed ore)		
Leach Recovery	Algorithm which calculates expected copper recovery at the resources block model based on copper mineralogy. It is calculated at fixed leaching time.	Principally derived from large scale test working, test pad leaching work and empirical operational evidence. The fundamental is that each copper mineral species has specific recovery.

Source: MEL (2022)

As result of the previous methodology, the key metallurgical processing parameters are included in the long term geological (resource) block model that is used for long term planning that underpins mineral reserves. The procedures for estimation and/or assignment of these parameters have been developed during the ongoing operation of MEL that has included the addition of new metallurgical processing alternatives (oxide leaching and sulphide leaching) as well as successive expansion of the principal process (sulphide flotation and concentration). The modelling techniques and procedures are considered to be mature and are an appropriate reflection of the variability presented within the deposit given the nature of the current processing facilities. While the approach is identical for the two deposits that are currently being mined, namely Escondida and Escondida Norte, the outcomes are distinctive, due to the distribution of geological characteristics.

In the QP's opinion, the data support is adequate for forecasting purposes of both copper recovery and acid consumption over the life of the operation.

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10.3.1 Hardness Model

The hardness is evaluated on the basis of the geological characteristics and is different between Escondida and Escondida Norte. The hardness estimate of SPI and BWi values is the fundamental input for the calculation of concentrator throughput. The following geological units (domains) have been established on the basis of statistical analysis, and mean SPI and BWi testwork results and are presented for each deposit. The evaluation of these domains is updated annually as additional testwork data is acquired.

In the QP's opinion, the historical data and future forecast shows strong correlation of harness modelling. For this reason, the QP feels that no additional data is currently needed.

Escondida Deposit

The results of database analysis of SPI and BWi results generates a hardness domain definition (UG DUR) that presents 7 geological units. These basic domains, based upon lithology combined with alteration, are refined by consideration of the vertical distance from the highest elevation of the mineral Anhydrite. The occurrence of the mineral Anhydrite has been identified as a geological control for ore hardness. The greater the depth from the anhydrite level, the greater the hardness of the rock. The definition of domains for hardness is presented in Table 10-6. Table 10-6 also presents a summary of the number of sample data and the mean results from database analysis.

Table 10-6: Hardness Domain Definition (UG DUR) and Results for Escondida

UG DUR CODE	Distance from Anhydrite Level	Alteration	Lithology	Samples	SPI (min)	BWi (kWh/t)
1	Greater than 150 m above	Quartz-Sericite-Clays	Quartz Porphyry-Andesites-Breccias-Intrusive Porphyry	2893	42	11.1
2			Others	2184	51	13.1
3		Others	All	1277	66	13.0
4	Less than 150 m above	Quartz-Sericite-Clays		1223	57	13.0
5		Others		820	80	13.2
6	Below	Quartz-Sericite-Clays		101	89	14.0
7		Others		602	138	15.7

Source: MEL (2022)

In the QP's opinion, the historical data and future forecast shows strong correlation of harness modelling. For this reason, the QP considers that no additional data is currently needed.

Escondida Norte Deposit

The results of database analysis for SPI and BWi results generates a hardness domain definition (UG DUR) that presents four geological units. For the 2020 Resource model update, the structural model was included as an additional geological control for hardness. The definition of domains for hardness is presented in Table 10-7 that also provides the numbers of samples and results from the database analysis.

Table 10-7: Hardness Domain Definition (UG DUR) for Escondida Norte

UG DUR CODE	Structural Domain	Alteration	Lithology	Samples	SPI (min)	BWi (kWh/t)
1	1	Quartz-Sericite-Clays	-	503	35	10.3
2	Others	Biotite		259	129	13.3
3		Others	Rhyolitic Porphyry	1,024	77	14.9
4			Others	3,844	62	12.2

Source: MEL (2022)

In the QP's opinion, the historical data and future forecast shows strong correlation of harness modelling. For this reason, the QP feels that no additional data is currently needed.

10.3.2 Throughput in Milling Plants

The expected throughput for the overall milling circuits of each of MEL's concentrators is calculated using two power-based models, one for each of the stages in the overall milling circuit. These are the Semi-Autogenous Grinding (SAG) mills and the ball mills.

For the throughput for SAG milling the algorithm uses the estimated SPI value (the Hardness Model) as a single variable, the rest of the parameters are constant. The algorithm is the following:

$$TPH_{SAG} = \frac{\%\ Power\ Utilization_{\ SAG}\ (\sum KW_{SAG})}{C * \left(\boldsymbol{SPI} * \frac{1}{\sqrt{T_{80}}}\right)^{n}}$$

For the ball milling stage, the algorithm uses the estimated BWi value (the Hardness Model) as the only variable, the rest of the parameters remain constant, and thus the throughput estimate is as follows:

$$TPH_{MB} = \frac{\%\ Power\ Utilization_{MB}\ (\sum KW_{MB})}{\left\{10 * \boldsymbol{BWI} * \left(\frac{1}{\sqrt{P_{80}}} - \frac{1}{\sqrt{T_{80}}}\right)\right\} * f}$$

The plant parameters for the different milling circuits in MEL's two flotation plants used for the throughput estimates are presented in Table 10-8.

Table 10-8: Parameters for throughput Estimates

Parameter	LOS COLORADOS			LAGUNA SECA	
	L1	L2	L3	L1	L2
Installed Power SAG (kW)	4.100	4.100	15.700	19.400	24.000
Installed Power MB (kW)	2 x 4.100	2 x 4.100	2 x 6.700 1 x 10.400	3 x 13.430 1 x 15.666	4 x 15.700
% Power Utilisation SAG	90	90	90	90	90
% Power Utilisation Ball Mills	95	95	95	95	95
Transfer Size T80 (microns)	6.000	6.000	6.000	8.500	8.500
Milling Product Size P80 (microns)	145	145	145	145	145

Source: MEL (2022)

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In the QP's opinion, the historical data and future forecast shows strong correlation of throughput modelling. For this reason, the QP feels that no additional data is currently needed.

10.3.3 Copper Recovery in Flotation Plants

The recovery estimates is based upon the rougher recovery tests acquired from the sampling and testing of diamond drill core samples. These results are scaled-up, in accordance with normal industry practice, for each concentrator using the following equation to obtain a final recovery estimate as a function of rougher recovery:

$Rec_{Final} = Rec_{Rougher} * f_{Cleaner}$

$f_{Cleaner}$: Recovery factor for cleaner stage

The cleaner recovery factors used for each of the concentrators are: 96.5% for Los Colorados and 97% for Laguna Seca Line 1 and Line 2. These numbers are derived from design criteria of the cleaner circuit.

As with the hardness model the analysis of the input test data is undertaken on the two deposits independently in recognition of the geological differences between them.

In the QP's opinion, the historical data and future forecast shows strong correlation of copper recovery in flotation plants modelling. For this reason, the QP feels that no additional data is currently needed.

Escondida Deposit

Statistical data analysis carried out for rougher recovery data has to evaluate flotation domains (UG Rec). These basic domains, based upon mineral zone, lithology and alteration. The definition of the flotation estimation domains for the Escondida deposit comprises seven domains and is presented in Table 10-9. Table 10-9 also presents a summary of the number of sample data and the mean results from database analysis.

Table 10-9: Domains Definition for Copper Recovery (UG Rec) and Results for Escondida

UG Rec	Lithology	Alteration	Mineral Zone	Samples	Recovery (%)
0	All	All	Oxides	191	79.8
1	Non-Andesites	Quartz-Sericite-Clays / Potassic	High Enrichment Sulphides	2,277	88.8
2			Low Enrichment Sulphides	1,254	89.1
3			Primary Sulphides	2,770	86.4
4	Non (Andesites or Intrusive)	Sericite-Chlorite-Clays	All Sulphides	465	85.0
5	Andesites	Quartz-Sericite-Clays / Potassic		778	82.3
6	Andesites or Intrusive	Sericite-Chlorite-Clays		1,385	76.6

Source: MEL (2022)

Escondida Norte Deposit

Evaluation of Escondida Norte has been undertaken in the same fashion as Escondida. This has also generated seven estimation domains. Whilst there are certain common elements between the resulting domains there are differences that reflect the geological differences between the deposits. Table 10-10 presents a summary of the number of sample data and the mean results from the samples at the database.

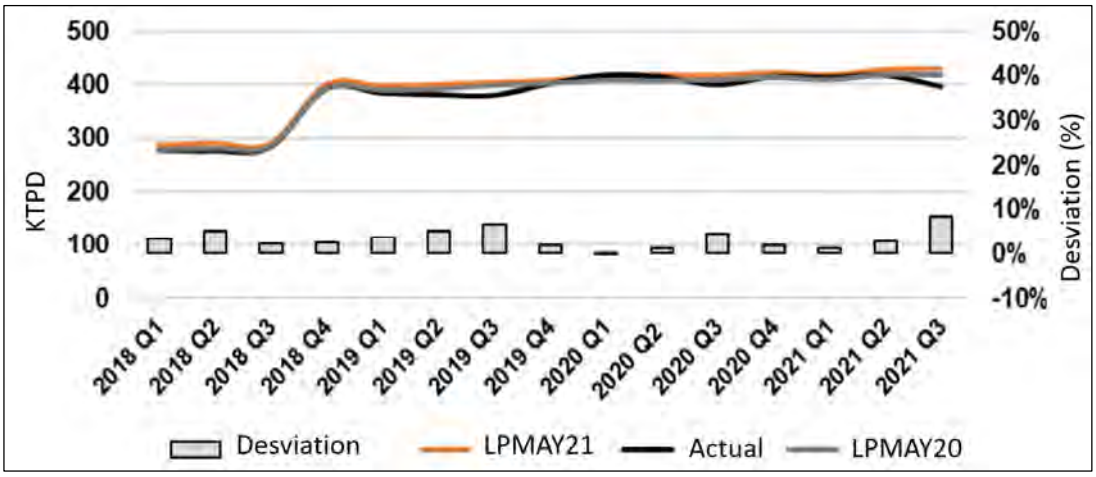
The TPH model presents low levels of deviation in terms of reconciliation where a relative error on plant results of 2.2% is obtained for the total of the FY18-FY21 period, as shown in Figure 10-5.

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Table 10-10: Domains Definition for Copper Recovery (UG Rec) and Results for Escondida Norte

UG Rec	Lithology	Alteration	Mineral Zone	Samples	Recovery (%)
0	All	All	Oxides	90	81.1
1	Feldspar Porphyry / Breccias	QSC	High Enrichment / Low Enrichment Sulphides	1,138	89.3
2	Feldspar Porphyry / Breccias	QSC	Primary Sulphides	915	85.6
3	Rhyolitic Porphyry / Coarse Porphyry	QSC	All Sulphides	1,180	89.9
4	No Andesites	SCC/ K		1,197	82.2
5	Andesites	QSC		503	83.0
6	Andesites	SCC/K		1,138	79.0

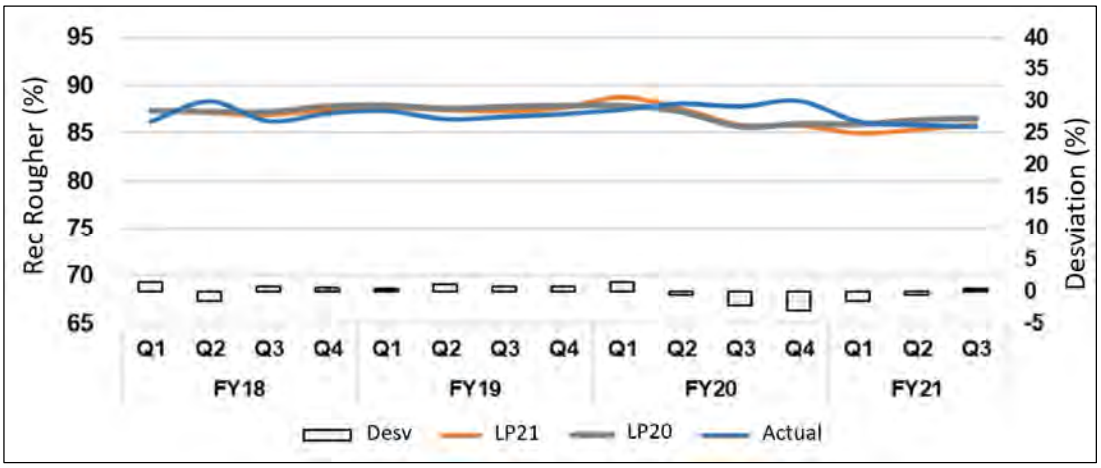
Source: MEL (2022)



Source: MEL (2022)

Figure 10-5: Throughput Model Reconciliation

In the case of the Rougher Copper Recovery model, a difference of approximately 0.1% over plant results is observed in the FY18-FY21 period, on a quarterly basis (Figure 10-6). In FY21, this difference is approximately 1% below the plant result also evaluated on a quarterly basis.



Source: MEL (2022)

Figure 10-6: Recovery Model Reconciliation

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10.3.4 Acid Leaching of Oxides and Mixed Mineralisation

The metallurgical support for oxide leach was developed in 1997 for Escondida ore. It was based on testwork of large composites representative of the main oxides groups which were defined as a function of the oxidation ratio and the clays content. The testwork included a set of leaching columns and pilot testing for solutions treatment with the objective of determined expected recovery and acid consumption of the oxide ore. Further testwork were carried out in 2001 for Escondida Norte ore which updated metallurgical results and recommended to maintain the defined oxide groups.

Recent work in 2020 differentiated extraction curves at leaching for oxides and mixed ore, in order to enable mixed ore to the acid leaching process because of lower availability of oxides at the mine plans.

In addition to geometallurgical characterisation for processing based up of geological variables, an important criteria for classifying ore-types employed in MEL is the Solubility Ratio (RS) (also referred to as the Oxidation Ratio). This parameter is obtained from chemical analysis of copper minerals and corresponds to the percentage of copper soluble in sulphuric acid (SCu) with respect to the total copper content (TCu).

To define the ore-types for oxides and mixed, a sub-classification based on; i), the RS, which accounts for the potential copper recovery in leaching processes; and ii), the potential for the generation of fine particulate material (fines), which is a consequence of the proportions and characteristics of gangue minerals. The definition of fines in the process corresponds to the particle size less than 150 microns (−100 Mesh). Fines are important to leaching processes, because they may impact the permeability of the leach pads thereby impeding fluid flow and copper recovery.

The resulting acid leaching sub-classification system uses routine chemical analysis, geological mapping information, and gangue mineralogy determinations using the near infrared (NIR) technique. These groups were correlated with fines measurements from process feed samples. Table 10-11 shows the ore-types definition for Escondida and Escondida Norte for acid leaching process.

Table 10-11: Ore Types Definition for Acid Leaching Process

Ore-Type	Solubility Ratio (SCu/TCu)	Soluble Copper content (SCu (%))	(*) Fines Index
Oxide A	0.5 ≤ SCu/TCu ≤ 1	SCu ≥ 0.8	0
Oxide B		0.2 ≤ SCu < 0.8	0
Oxide C		SCu ≥ 0.8	1
Oxide D		0.2 ≤ SCu < 0.8	1
Mixed A	0.15 ≤ SCu/TCu < 0.5	-	0
Mixed C			1

Note: (*) Index Interpretation: 0 = Low Fines Probability; 1= High Fines Probability.
Source: MEL (2021)

The recovery results are discrete by solubility ratio, fines content, and the content of mineral species with higher acid consumption. The general algorithms that allow to estimate copper recovery at the oxide and mixed groups are based on the solubility ratio as follows:

$$Rec_{Oxides} = 76 * \frac{SCu}{TCu} + 52 * \frac{(TCu - SCu)}{TCu}$$

$$Rec_{Mixed} = 76 * \frac{SCu}{TCu} + 40 * \frac{(0.87 * TCu - SCu)}{TCu}$$

The geometallurgical characterisation for leaching processes (bulk samples for column testwork) requires a higher mass requirement for concentrator processes (drill hole composites) which places a constraint

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upon regular, high density sampling through the deposit. Sample numbers and density are therefore generally lower for leaching characteristics. In response to this a global average allocation on the basis of oretypes is currently used to assign both copper recovery and acid consumption. Operational experience demonstrates that this is an acceptable predictor of metallurgical processes outcomes for leaching processes.

10.3.5 Acid Bioleaching of Sulphide Mineralisation

The original concept of the sulphide leaching operations was to process, through a bioleaching process, all the low grade minerals that were not considered within the planning of the existing processes at MEL to include; (i), sulphides under the cut-off grade to the concentrator; (ii), untreated mixed in the acid leaching process; and (iii), unplanned oxides. The feasibility definitions for this operation account for the following assumptions:

- The process is designed to leach minerals in heaps under the Run-of-Mine (ROM) concept, that is, without prior crushing, using an acid solution and bacterial inoculation as leaching agents. The leaching cycle is at least 450 days for each ore strip.
- The expected global recovery of the process is 36% for the sulphide ore.

The process is fed with minerals from the Escondida and Escondida Norte pits. The deposits are enriched supergene copper porphyries with significant presence of sulphide copper minerals. The main copper sulphides are chalcocite, covellite, and chalcopyrite with a smaller amount of bornite and enargite. Some copper oxide minerals are also present, such as brochantite and chrysocolla. In general, the deposits have a very similar geology, with quartz-sericitic and chloritic alteration associated with the main mineralisation zones. The feed has been categorised consistently with existing geological modelling and resource evaluation of the deposits. Such categories consist of three groups of low grade sulphides, discretised by their geological combinations, which are expected to have different acid consumptions. Table 10-12 specifies the definitions of the types of sulphides under the concentrator cut-off grade, which are fed to the process.

Table 10-12: Ore Types Definition for Sulphides to Bioleaching Process

Sulphide Leach Oretype	Lithology & Alteration	Geological Description
M1	Porphyries Quartz-Sericite-Clay	Escondida Porphyry, Rhyolite Porphyry or Breccia. Granodiorite Porphyry Complex, Rhyolite Porphyry
		Quartz-sericite-clay alteration
M2	Andesite Chlorite-Clay	Andesite volcanics
		Sericite-chlorite-clay alteration
M3	Andesite Potassic	Andesite volcanics
		Potassic alteration
	Andesite Quartz-Sericite-Clay	Andesite volcanics
		Quartz-sericite-clay alteration
	Porphyries Chlorite-Clay	Escondida Porphyry, Rhyolite Porphyry or Breccia. Granodiorite Porphyry Complex, Rhyolite Porphyry
		Sericite-chlorite-clay alteration
	Porphyries Potassic	Escondida Porphyry, Rhyolite Porphyry or Breccia
		Potassic alteration

Source: MEL (2022)

The metallurgical response of the minerals was determined through a series of tests whose objective was to establish the copper recovery and acid consumption expected in the bioleaching process of ROM minerals as well as to establish the key operational factors for control and leaching performance.

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In order to validate the preliminary results, a demonstrative pad was built where the main ore-types M1 and M2 were tested, using ROM materials from the Escondida pit. About 200,000 t of ore was deposited on a specially prepared field. Prior to leaching, the ore feed was drilled, analysed, and modelled for grade and mineralogy. Once the leaching cycle was completed, the heap was drilled and the cuttings samples analysed, and the information collected was used to build a post-leaching block model. Both metallurgical tests carried out at 6-t crib and the demonstration pad used mostly ROM ore.

The predictions of leaching rates and copper recoveries require a quantitative estimate of the copper-iron-sulphur mineralogy. The determination of these parameters is conducted within the framework of the mineralogical block model. The sulphide mineral assemblage identified within and below the chalcocite enrichment blanket is well suited for a suite of copper, iron, and sulphur analyses to quantitatively determine chalcopyrite, chalcocite, covellite, and pyrite mineral contents in the ore. On the basis of the mineralogical identification, the chemical method of partial extraction (PtXt) is applied to samples from the Escondida and Escondida Norte deposits with the objective of generate a sulphide mineralogy model. The technique employs three different lixiviants that are run on different aliquots of the same sample, as opposed to sequential leaching, where the same aliquot is sequentially attacked with different chemical digestions.

Mineralogy calculations use the following chemical digestions of copper on separate samples:

- Total Copper (TCu)
- Copper Soluble in (Citric Acid + Sulphuric Acid)
- Soluble Copper in Ferric Sulphate
- Soluble Copper in Sodium Cyanide

In addition, the following specific chemical assays are used to include total iron, total sulphur, sulphur from sulphides (not soluble in Na_2CO_3), and total arsenic. By comparing the extractions of the pure species (chalcocite, covellite and chalcopyrite) with the analytical results of a given sample, the technique provides a quantitative determination of copper sulphides. For each sample, it is possible to determine a copper source ratio (CSR) that is the proportion of total copper contributed by each of the copper minerals in the sample and copper source percentage (CSP) that represents the absolute percentage of copper in the compound sample for each of the minerals. In other words, for CSRs and CSPs, the following is true:

- Sum of CSR = 1
- Sum of CSP = Total Copper Grade

Thus, CSR and CSP represent two different ways of expressing the copper contained in the minerals present in the sample. The mineralogical composition can be calculated from the CSP values, weighting the proportions of copper in the constituent minerals. The weight percentage is the total weighted percentage of the mineral in the sample and is determined based on the stoichiometry, which is determined experimentally, based on the composition of the minerals found in the deposit. Normative mineralogy is now routinely interpolated and is part of MEL's resource models.

The expected recovery at 450 days of leaching is presented as a function of the main sulphide mineralogy (chalcocite, covellite, and chalcopyrite), as shown Table 10-13.

Table 10-13: Leaching as a Function of the Main Sulphide Mineralogy

	Chalcocite	Covellite	Chalcopyrite
Recovery (%)	54	39	19

Source: MEL (2010)

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Thus, the expected recovery for the copper sulphides fed to the sulphide leaching process is determined as:

$$Recovery = (CSRcc \times 0.54 + CSRcv \times 0.39 + CSRcpy \times 0.19) \times 100$$

The recovery of mixes was established as 30% of the insoluble copper and 60% of the soluble copper while the recovery of copper from oxides was established at 60%.

10.4 Payables and Deleterious Elements

The trace elements considered in the resource model at MEL include gold, silver, molybdenum, arsenic, cadmium, lead, zinc, bismuth, and antimony. All of these elements are reported because of their natural occurrence in the copper concentrate. However, there is currently no designed and installed process in the resource model at MEL to recover these elements. Only gold and silver add value to the copper concentrate in terms of sale price, since the commercial price reached by the copper concentrate increases if its content is greater than any of these.

The elements arsenic, cadmium, lead, zinc, bismuth, and antimony are considered impurities in the copper concentrate for which it receives penalties if it exceeds the permitted limit values. For this reason, the estimation of the content of these elements is relevant in order to not affect the sale price of the copper concentrates.

To obtain the content of a given element at the concentrate, the following algorithm is used, where the fundamental input is the in-situ content of the element in each block, as follows:

$$Element_{Conc} = \frac{Tons\ of\ Ore\ Fed * Element\ Grade * Recovery\ Factor\ Element}{Concentrate\ Tons}$$

The recovery factors for the elements are calculated based on different groups assigned according to the lithology, mineralogical zone and alteration, and the associated tonnages for each mine.

There is no significant content of deleterious elements in the mineralised zones of sulphides. Only arsenic occurs at the deposit in the form of enargite. Arsenic is associated with polymetallic veins and structures with only limited impact upon long term concentrate quality. Payable metals as gold and silver are present in concentrations that are locally sufficient to contribute to overall revenue from the sale of copper concentrate product, but are insufficient to be considered as drivers of the overall mine and business planning process. Gold and silver as sub-products are analysed within the copper concentrate product and through established contracts revenue is received according to the level of these contents within the copper concentrate product.

10.5 Adequacy of Data and Non-Conventional Industry Practice

It is the QP's opinion that the geometallurgical data being used for the estimation and characterisation of product types is adequate for the purposes used in this TRS. The current testing, modelling, and analytical practices for geometallurgical variables are considered conventional. Reconciliation information on key geometallurgical parameters adequately supports the long term plan; and therefore, in the opinion of the QP, there is limited risk in using the results for throughput and metallurgical performance within Resource model.

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11 Mineral Resources Estimate

The mineral resources estimate for the MEL property is reported in accordance with the SEC S-K 1300 Regulations. For estimating the mineral resources of Escondida and Escondida Norte, the following definition as set forth in the S-K 1300 Definition Standards adopted December 26, 2018, was applied.

The mineral resources presented in this section are not mineral reserves and do not reflect demonstrated economic viability. The reported Inferred mineral resources are considered too speculative geologically to have the economic considerations applied to them that would enable them to be categorised as mineral reserves. There is no certainty that all or any part of these mineral resources will be converted into Mineral Reserve. All figures are rounded to reflect the relative accuracy of the estimates and totals may not add correctly.

The effective date of the mineral resources estimate is June 30, 2022.

Maps presented in this chapter use local mine coordinates derived from the PSAD-56 UTM projection.

The mineral resources estimate was reported from within a constrained pit shell, using Whittle software, based on economics described later in this section. The MEL resource estimate contains both the Escondida and Escondida Norte deposits in separate block models. Escondida and Escondida Norte have been extensively drilled, with approximately 2,690,000 m of drilling forming the base of the LP2021 resource model, based in part on geological knowledge acquired over the past 30 years of exploration and operation. It is the opinion of the QP that the drilling grid is considered to be sufficiently spaced to confidently define the geological domains for modelling purposes.

The mineral resources qualified person visits sites regularly for program planning and reviews, gaining further understanding of exploration programs and interpreted geological framework.

The key elements of the geological modelling and resource estimation process are described below.

11.1 Key Assumptions, Parameters, and Methods Used

This mineral resources estimate was determined using a block model methodology based on the Ordinary Kriging (OK) interpolation method. Drill hole sample data was capped locally to control outlier values and then composited for each estimation domain with the distributive method. Mineral resources categories were assigned to the model based on uncertainty from simulation of geology and grade. Mineral resources estimates were constrained by an open pit shell based on economic criteria outlined in Chapter 12.

11.2 Geological Modelling

The geological modelling utilizes a dynamic 3D methodology using Vulcan software. This methodology allows on-screen geological interpretation and updating of the mineral resource model with new drill hole data through implicit methodology. The advantage of this methodology is the high level of traceability and accountability in the construction of models, allowing the handling large amounts of information and optimising the time involved.

Four variables: lithology, alteration, mineralogical zone and copper sulphide abundance, were modelled for Escondida and Escondida Norte. Also, at Escondida, the Porphyry Intrusive Pulse variable, which describes the different pulses of mineralisation, was modelled.

11.2.1 Lithology

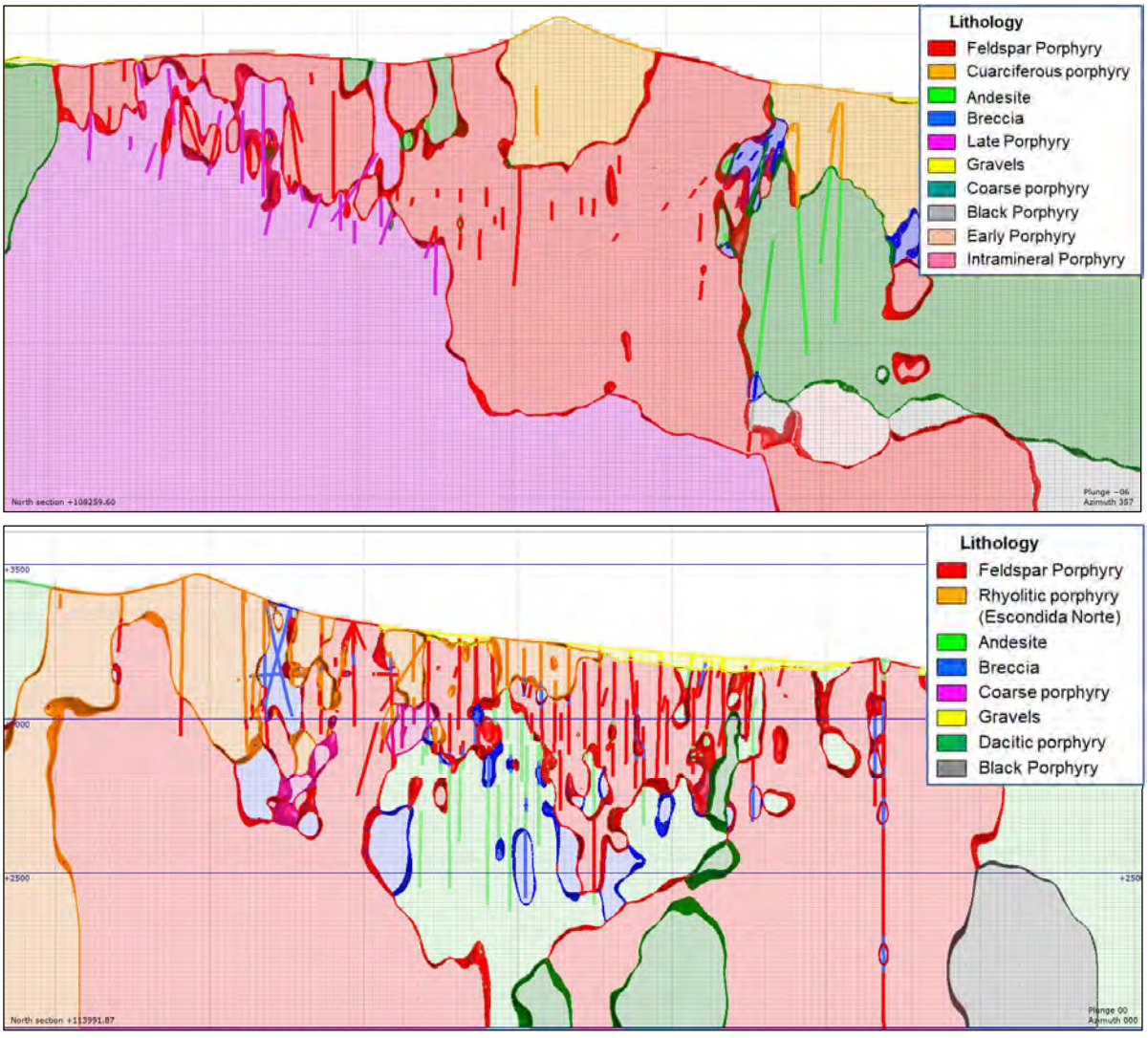
There are 12 units built into the lithological model. The lithological model included the following units, as described in Table 11-1. Figure 11-1 shows vertical sections for the Escondida and Escondida Norte deposits for lithology, including the model and drill hole.

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Table 11-1: Lithologies Included in the Geological Model for Escondida and Escondida Norte

Comment	Lithology	Modelling code
Pre mineral	Black Porphyry	12
	Early Porphyry	13
	Coarse porphyry	7
	Rhyolitic Porphyry (Escondida Norte)	2
Mineralised	Feldspar Porphyry	1
Inter mineral	Intermineral Porphyry	18
	Cuarciferous porphyry (Escondida)	2
Post mineral	Green Granodiorite	5
	Dacitic porphyry	9
Others	Andesite	3
	Breccia	4
	Gravels	6

Source: MEL (2022)



Source: MEL (2022)

Figure 11-1: Example Lithology Cross-Section for Escondida Section 108,260N (top) and Escondida Norte Section 114,000N (bottom)

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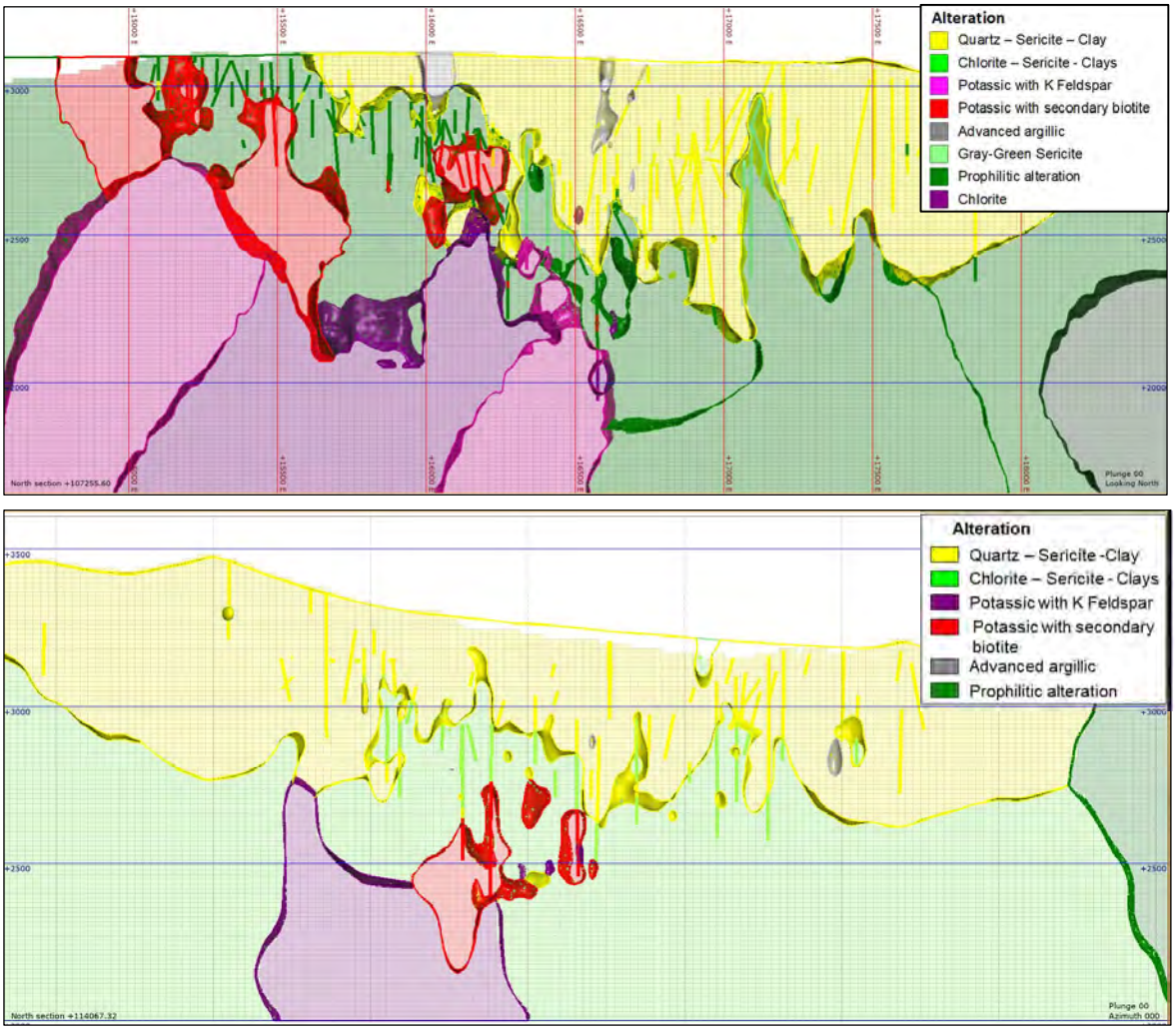
11.2.2 Alteration

Four units were built into the alteration model, identifying the different hydrothermal alteration events for copper porphyry. The alteration model considered the lithological units described in Table 11-2. The alteration model is an important way to ensure minimal effect during the processing recovery. For this reason, MEL ensures that the alteration model is part of the mineral resources estimation and any high clay areas are flagged as potential issue for plant recovery. Figure 11-2 shows vertical sections for both Escondida and Escondida Norte deposits for alteration, showing the model and drill holes code consistency.

Table 11-2: Alteration Included in the Geological Model for Escondida and Escondida Norte

Section	Alteration	Modelling code
Early Hydrothermal	Potassic with K Feldspar	3
	Potassic with secondary biotite	4
	Grey-Green Sericite	6
Transitional Hydrothermal	Chlorite – Sericite - Clays	2
Main Hydrothermal	Quartz – Sericite – Clay	1
	Advanced argillic	5
Late Hydrothermal	Propylitic	7
	Chlorite	8

Source: MEL (2022)



Source: MEL (2022)

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Figure 11-2: Example Alteration Cross-Sections for Escondida Section 107,255N (top) and Escondida Norte Section 114,100N (bottom)

11.2.3 Mineralogical Zone

Seven units were built in the mineralised zone model (MINZONE), as shown in (Table 11-3). These units are defined based on the different copper minerals existing in the deposit and are the basis for the estimation of grades and the recovery of the different MEL production processes. The coding of the units was performed using the geological logging information in addition to the assay results. The MINZONE assignment methodology assists in the estimation process by ensuring that no cross boundaries estimation occurs. This methodology is used by most large copper deposits and the historical reconciliation shows the methodology should continue to be used. Figure 11-3 depicts the vertical sections for both Escondida and Escondida Norte deposits for mineral zones that show the model and drill hole code consistency.

Table 11-3: Mineralogical Zones Included in the Geological Model, Escondida and Escondida Norte

Copper Oxides/Sulphides	Mineralogical Zone	Modelling Code
Iron Oxide, barren	Leached	0
Brochantite, antlerite	Copper oxides	1
Copper sulphide and iron oxide	Partial leach	4
Copper oxides and copper sulphide	Mixed	5
Chalcocite – covellite - chalcopyrite <10 %	High enrichment	6
Chalcocite – covellite – chalcopyrite >10%	Low enrichment	7
Bornite – chalcopyrite	Hypogenic	8

Source: MEL (2022)

11.2.4 Copper Sulphide Abundance

Copper sulphide abundance (CSA) is calculated for each sample from the normative mineralogy available in the drill hole databases:

Normative mineralogy is calculated from PtXt analysis. This analysis provides the proportion of total copper (CSP) contributed by each copper sulphide species (chalcocite, covellite, chalcopyrite, and bornite). At MEL, these analyses were performed as regular practice for all drill holes in the sulphide mineralised portion. Using copper stoichiometry ratios, CSA is obtained from the CSP. The CSA is derived from the sum of the abundance of each individual sulphide species.

Two thresholds were defined from the CSA distribution (Table 11-4). The first to define the High CSA volume and the second to differentiate Low and Medium CSA volumes.

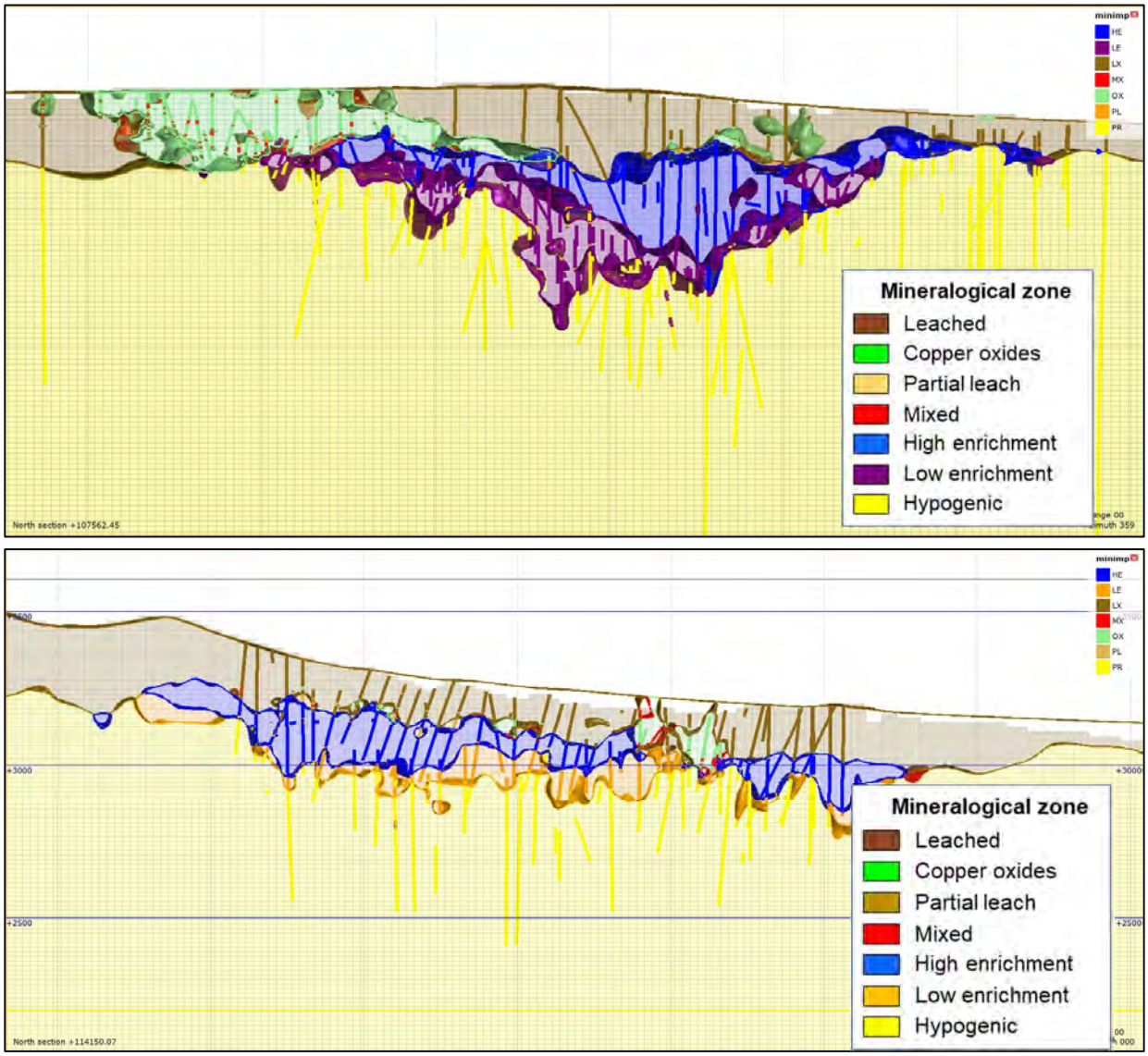
Figure 11-4 shows sections for both Escondida and Escondida Norte deposits for copper sulphide presenting the modelling coding for copper sulphide abundance volume.

Table 11-4: Copper Sulphide Abundance (CSA) definition

Zone	Copper Abundance Mineralisation Sulphide Supergene	Copper Abundance Mineralisation Sulphide Hypogene
Low	CSA < 0.4	CSA < 0.6
Mid	0.4 <= CSA < 1.5	0.6 <= CSA < 1.7
High	CSA >= 1.5	CSA >= 1.7

Source: MEL (2022)

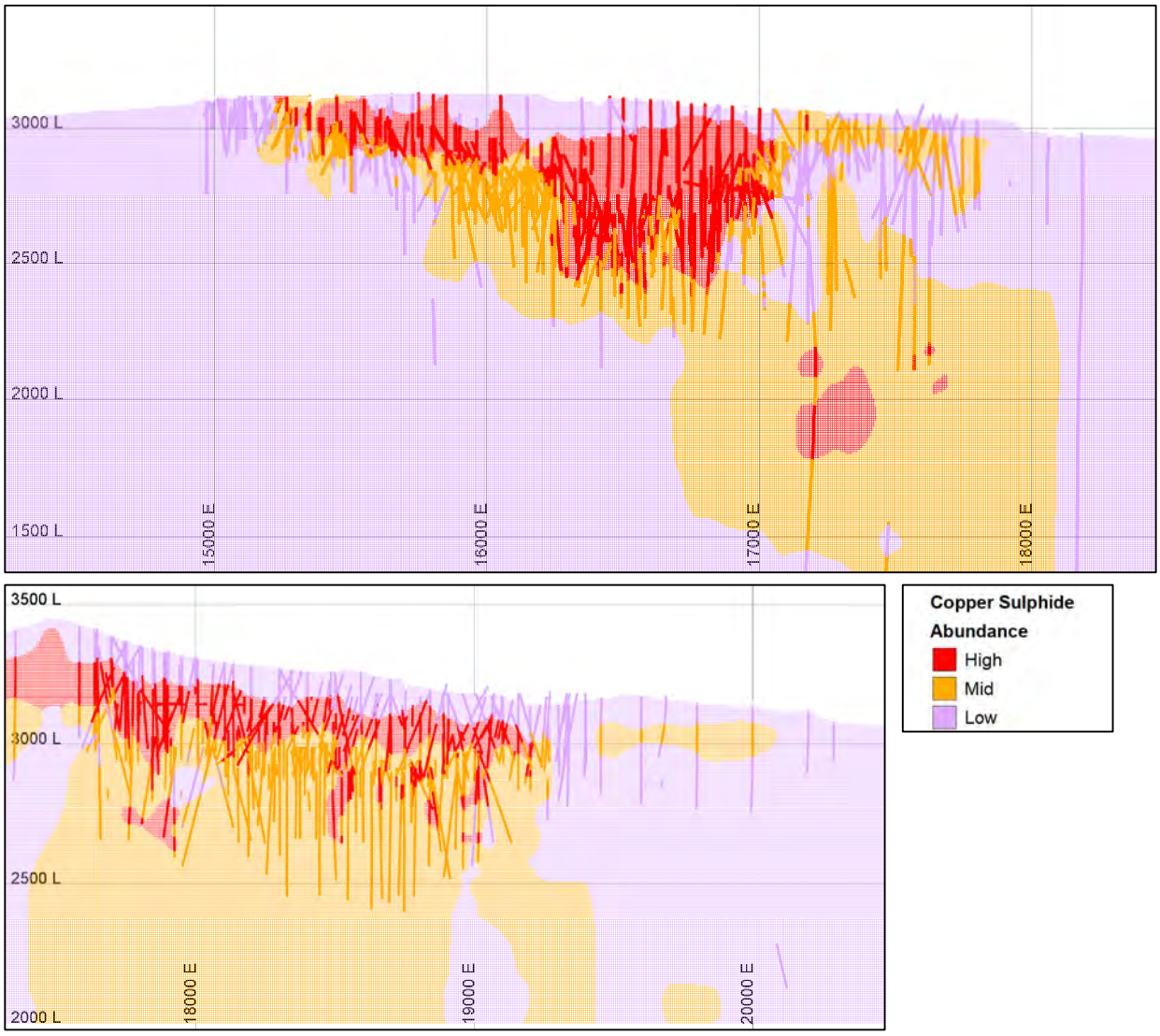
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Source: MEL (2022)

Figure 11-3: Examples of the Mineralogical Zones Cross-Sections for Escondida Section 107,550 (top) an Escondida Norte Section 114,150N (bottom)

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Source: MEL internal geology document. (2022)

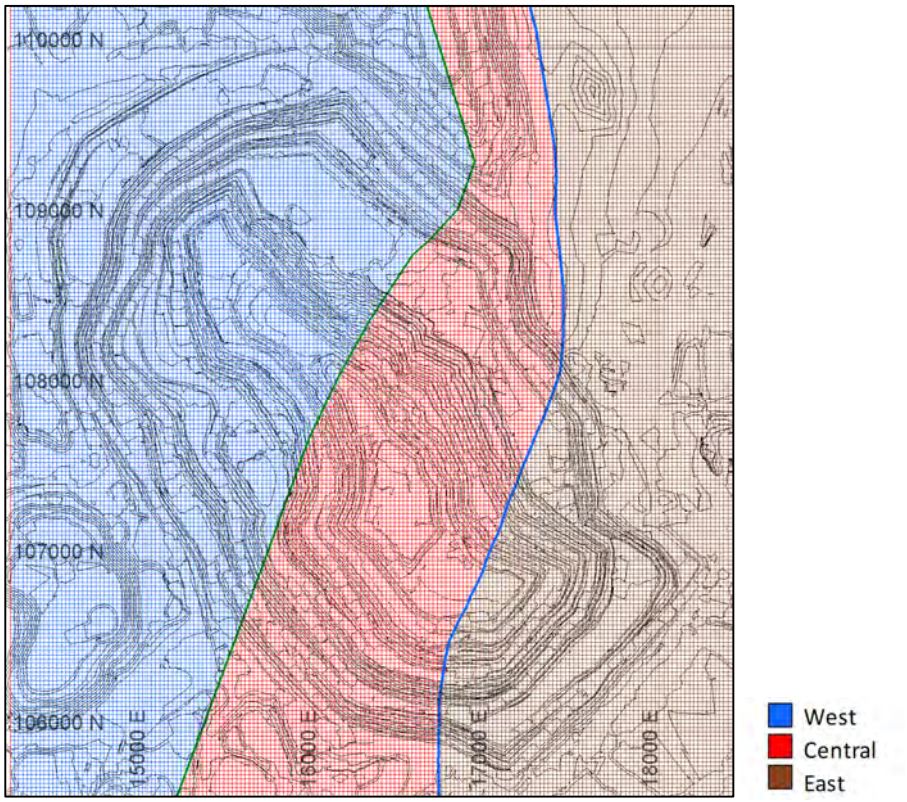
Figure 11-4: Sulphide Examples of CSA Cross-Sections for Escondida Section 107,450N (above) and Escondida Norte Section 114,330N (below)

11.2.5 Porphyry Intrusive Pulse

Specifically, for the Escondida deposit, an additional “Pulse” variable was defined. This is undertaken to separate mineralisation events that are interpreted to occur in the Escondida deposit and are bounded by structural blocks. These mineralization events are considered to be associated with different intrusive pulses of the mineralizing porphyry intrusive event and the supergene enrichment event. Three blocks, each representing a mineralisation event, were defined to include west pulse (only enrichment event), central pulse (Escondida mineralization event), and east pulse (Escondida Este mineralization event). Whilst these structural blocks do not strictly comprise the transitional and overlapping boundary of each pulse the overall distribution of the mineralization types are honoured.

The boundary between these pulses corresponds to two north-northeast directional structures. Figure 11-5 depicts the geometry of these pulses, or blocks. Based on the 3D geological wireframes, a 6.25 x 6.25 x 7.5 m block model was constructed that includes the lithology, alteration, mineralisation zones, pulse, and CSA models for Escondida, and the lithology, alteration, mineralisation zones, and CSA models for Escondida Norte.

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Source: MEL internal geology document. (2022)

Figure 11-5: General View of the Pulse Variable, Escondida

11.3 Block Modelling

A mineral inventory (block model) was estimated using established geostatistical techniques following comprehensive statistical and exploratory data analysis. Grade variables, density, and metallurgical variables were estimated. Table 11-5 shows the variables estimated in the block model.

Table 11-5: Variables Estimated in the Escondida and Escondida Norte Resource Model

Variable	Description
TCu	Total copper (%)
SCu	Soluble copper (%)
Py	Pyrite (%)
S2	Sulphur (%)
cspcc	Copper grade from Chalcocite (%)
cspcv	Copper grade from Covellite (%)
cspcpy	Copper grade from Chalcopyrite (%)
densidad	Dry Density
bwi	Bond Work Index (Kwh/ton)
spi	Sag Power Index (min)
rec_flc	Flotation recovery for Los Colorados concentrator (%)
rec_fls	Flotation recovery for Laguna Seca concentrator (%)
rec_lixaci	Acid leach recovery (%)
rec_sl_350	Sulphide leach recovery (%)

Source: MEL (2022)

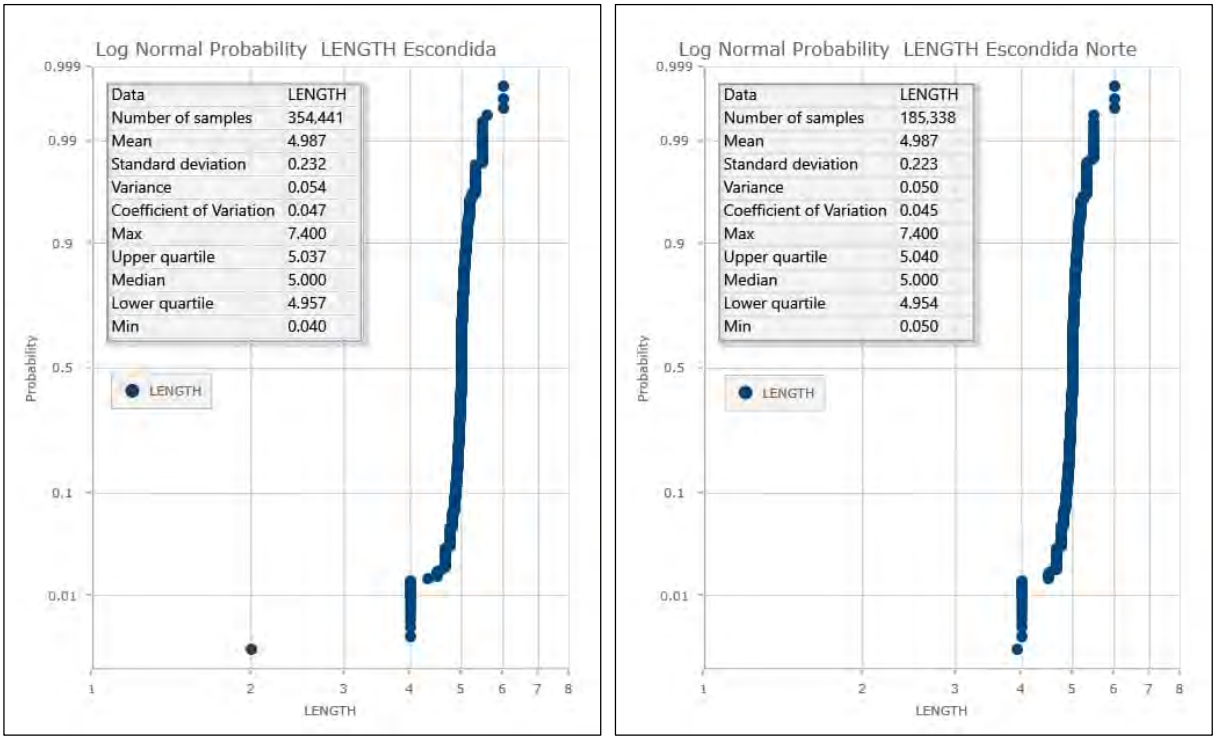
For estimation purposes, the drill hole database was composited on 5 m intervals. A detailed contact analysis has been carried out between the estimation units in order to define the type of contact. Grade

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capping used a local approach to identify outlier samples. Experimental pair-wise variograms models were generated and theoretical models were adjusted using three rotation axes and three structures. The estimate was completed using OK in three nested passes with increasing search dimensions from 50 m up to 600 m. Each pass adjusts the interpolation criteria based on geostatistical analysis and level of data support for elements by estimation domain.

11.3.1 Composite Length

There are a variety of sample lengths in the drill hole database, although the most common sample lengths were 2.0 m. The drill hole data base was composited to 5 m length, a multiple of the block height, to better define the outliers in the deposit. Composites used breaks in the compositing process when there is a change in the underlying estimation domain, therefore, only samples from the same domain are composited together. Any remaining samples lengths were merged into the last composite. The minimum length used to estimate a block is 2 m, which represents less than 0.001% of the database. The means of the domains are not altered, since they are weighted by the lengths of the samples Figure 11-6 shows the distribution of the resulting composite lengths for each of the Escondida and Escondida Norte deposits.



Source: MEL (2022)

Figure 11-6: Composite Length Distribution for Escondida (left) and Escondida Norte (right)

11.3.2 Estimation Domain

The exploratory data analysis (EDA) aims to find distributional similarities between samples and to determine possible groupings of geological units in the estimation domains. The EDA also seeks to identify possible drifts that may affect the estimation result. The statistical adequacy of the domain definitions was reviewed through the application of statistical and geostatistical tools. Analyses included basic statistics, box plots, distribution charts and continuity analysis. All statistical analyses were developed using the sample database. Maptek's Vulcan was employed as the main software tool for the mineral resources estimation.

For Escondida the copper estimation domains have been defined by mineralisation zones, pulse zones and CSA models

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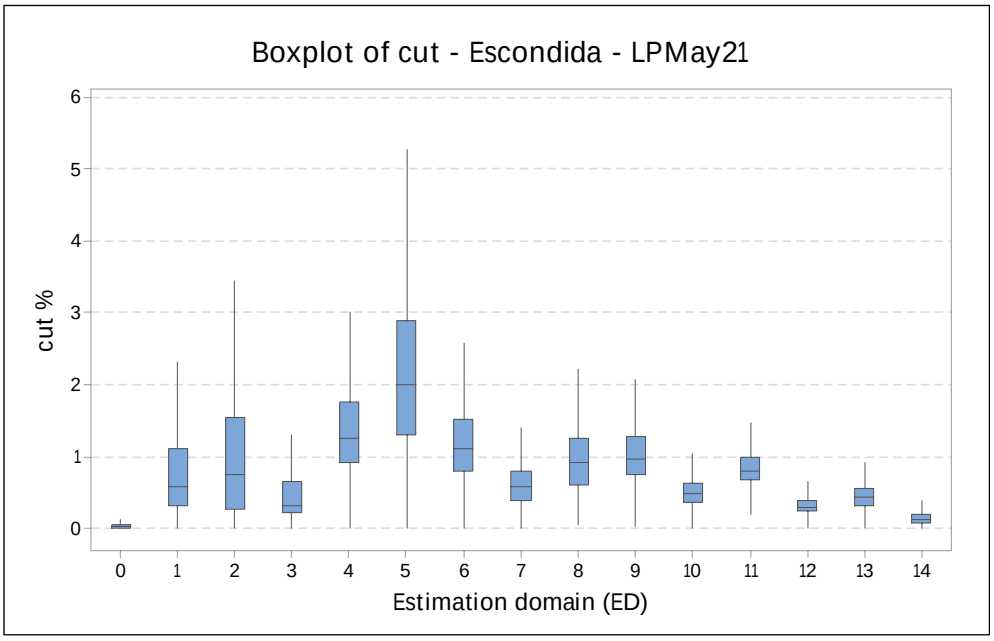
Oxidised minerals, namely, leached, oxides, mixed and partially leached are treated as independent units due to their spatial arrangement and mineralisation style. Sulphide minerals are separated into secondary enrichment and hypogene mineralisation. The central event of mineralisation (central block) has a higher grade than the other blocks. Finally, the CSA makes it possible to separate different zones associated with the intensity of mineralisation, due to the superimposition of mineralising events.

Table 11-6 shows the estimation domain definition for Escondida. Figure 11-7 shows a box plot of estimation domain for Escondida.

Table 11-6: Estimation Domain for TCu for Escondida

Domain	Mineralisation Zone	Pulse zone	CSA
0	Leached	All	All
1	Oxide	All	All
2	Partial Leach	All	All
3	Mixed	All	All
4	High Enrichment	West	High
5	High Enrichment	Center	High
6	High Enrichment	East	High
7	High Enrichment	All	Medium - Low
8	Low Enrichment	West	High
9	Low Enrichment	Center	High
10	Low Enrichment	All	Medium
11	High Enrichment - Hypogene	East	High
12	Low Enrichment - Hypogene	West	High - Medium
13	Low Enrichment - Hypogene	Center - East	Medium - Low
14	Hypogene	All	Low

Source: MEL (2022)



Source: MEL (2022)

Figure 11-7: Box Plot for TCu Estimation Domain for Escondida

For Escondida Norte the copper estimation domains have been defined by mineralisation zones and CSA models. Oxidised minerals, including, leached, oxides, mixed and partially leached are treated as independent units due to their spatial arrangement and mineralisation style. Sulphide minerals are separated into secondary enrichment and hypogene mineralisation. The central event of mineralisation (central block) has a higher grade than the other blocks. Finally, the CSA makes it possible to separate

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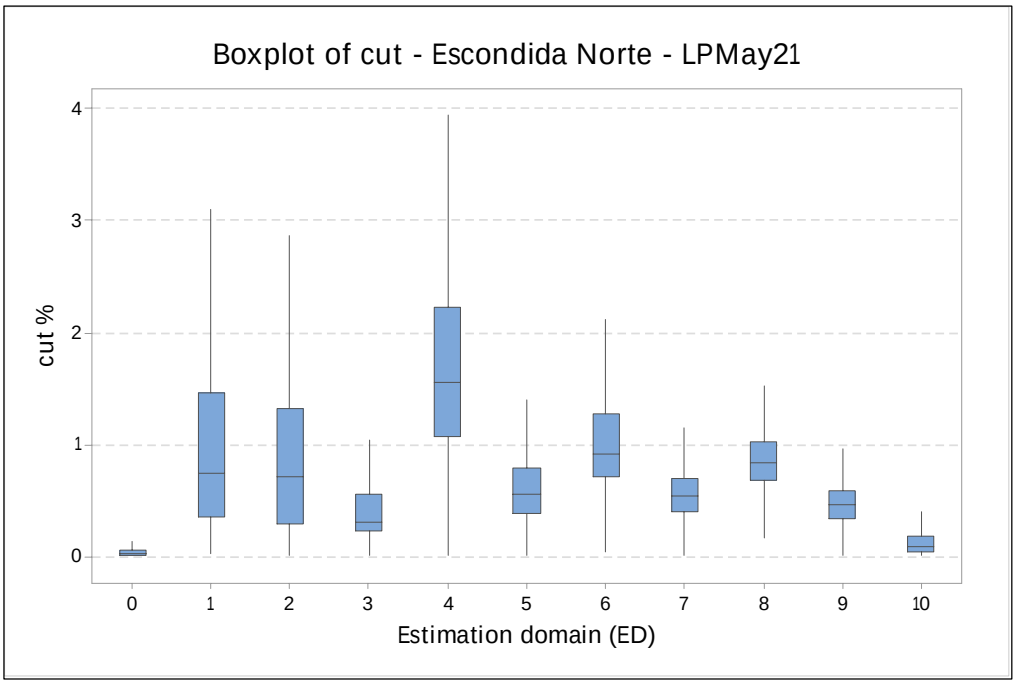
different zones associated with the intensity of mineralisation, due to the superimposition of mineralising events.

The mineralisation zone is the most important control on copper grade, followed by the CSA. Table 11-7 shows the estimation domain definition for Escondida Norte. Figure 11-8 shows a box plot of estimation domain for Escondida Norte.

Table 11-7: Estimation Domain for TCu for Escondida Norte

Domain	Mineralisation Zone	CSA
0	Leached	All
1	Oxide	All
2	Partial Leach	All
3	Mixed	All
4	High Enrichment	High
5	High Enrichment	Medium
6	Low Enrichment	High
7	Low Enrichment	Medium
8	Hypogene	High
9	Low Enrichment – Hypogene	Medium - Low
10	Hypogene	Low

Source: MEL (2022)



Source: MEL (2022)

Figure 11-8: Box Plot for TCu Estimation Domain for Escondida Norte

Table 11-8 and Table 11-9 show the general statistics of the estimation domains for Escondida and Escondida Norte, respectively.

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Table 11-8: TCu Statistics by Estimation Domain for Escondida

Domain	# Composite	Minimum %	Maximum %	Average %	Std. Dev.	Variance
0	67,196	0.001	7.58	0.06	0.14	0.02
1	14,640	0.010	12.75	0.87	0.92	0.85
2	3,814	0.004	15.08	1.11	1.21	1.46
3	7,734	0.010	14.55	0.58	0.75	0.56
4	13,870	0.010	22.01	1.46	0.93	0.86
5	14,432	0.008	12.17	2.20	1.22	1.49
6	3,264	0.010	19.53	1.28	0.89	0.79
7	16,511	0.005	10.10	0.67	0.47	0.22
8	1,782	0.057	4.55	1.02	0.60	0.36
9	10,373	0.021	5.84	1.14	0.65	0.42
10	22,374	0.007	12.74	0.54	0.30	0.09
11	16,653	0.011	5.51	0.86	0.32	0.10
12	8,948	0.010	5.40	0.35	0.20	0.04
13	45,486	0.010	6.41	0.46	0.21	0.04
14	61,176	0.002	3.21	0.16	0.12	0.01

Source: MEL (2022)

Table 11-9: TCu Statistics by Estimation Domain for Escondida Norte

Domain	# Composite	Minimum %	Maximum %	Average %	Std. Dev.	Variance
0	47,081	0.00	11.62	0.06	0.19	0.04
1	9,620	0.02	22.74	1.14	1.37	1.88
2	1,990	0.01	12.14	0.93	0.94	0.88
3	3,956	0.01	22.37	0.55	0.94	0.88
4	17,641	0.01	27.43	1.83	1.30	1.69
5	6,558	0.01	63.77	0.66	1.06	1.12
6	5,254	0.03	13.77	1.10	0.72	0.52
7	12,615	0.01	19.55	0.59	0.38	0.14
8	4,088	0.05	7.15	0.89	0.42	0.18
9	37,905	0.00	25.33	0.48	0.26	0.07
10	29,382	0.00	4.59	0.14	0.18	0.03

Source: MEL (2022)

11.3.3 Contact Analysis

To determine the type of contact (soft or hard) between different estimation domains, a contact analysis was conducted. Contact analysis is a mathematical method to define the grade behaviour among samples from different estimation domains as they approach a contact. The type of contact is important during the process of grade estimation. Hard boundaries (non-sharing of composites between estimation domains) have been used for non-sulphide domains, and, in general, soft boundary (allow of sharing composites between estimation domains) strategy has been used for sulphide mineralogical zones.

Table 11-10 and Table 11-11 show the maximum distance (m) to share composites between estimation domains for TCu in Escondida and Escondida Norte, respectively.

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Table 11-10: Contact Analysis TCu for Escondida

Estimation Domain for TCu, Escondida	Estimation Domain for TCu, Escondida																	
	ED	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	0	-																
	1		-															
	2			-														
	3				-													
	4					-	50		30									
	5					30	-	30	50									
	6						30	-	30									
	7					50	50	30	-	50								
	8								30	-	30							
	9									30	-	30						
	10										50	-						
	11												-		30			
	12													-	30	30		
	13												30	30	-	30		
	14													30	30	-		
	15															50	-	
	16																	-

Source: MEL (2022)

Table 11-11: Contact Analysis TCu, Escondida Norte

Estimation Domain for TCu, Escondida Norte	Estimation Domain for TCu, Escondida Norte											
	ED	0	1	2	3	4	5	6	7	8	9	10
	0	-										
	1		-									
	2			-								
	3				-							
	4					-	30					
	5					30	-	30				
	6						30	-				
	7								-			
	8									-	30	
	9									30	-	30
	10										30	-

Source: MEL (2022)

11.3.4 Capping

Definition and control of outliers is a common industry practice that is necessary and useful to prevent potential overestimation of volumes and grades. Values defined as outliers have been controlled in the estimation using capping to avoid local estimation of high grades that are not representative of the grades within the estimation domain. The outlier values were defined at sample support with a local approach to identify outlier samples, by comparing the sample grade vs. mean grade of the neighbourhood, considering a minimum of 9 and a maximum of the 30 closest samples. The ratio between the sample and the averages is used to define the outlier if this value is greater than the limit of the domain.

No more than 2% of the data was capped for each estimation domain, and no additional grade control were applied during the estimate, for either Escondida or Escondida Norte. The variation of the average is less than 2% for Escondida and 3% for Escondida Norte, affecting the second decimal. Table 11-12 and Table 11-13 show the outlier grade by estimation domain in Escondida and Escondida Norte, respectively.

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Table 11-12: Percentage of Capped Samples for Escondida

Domain	Limit Sample grade / neighbourhood grade	Samples capped % of total samples	Average % with capping	Average % without capping	Difference average
0	4.0	1.68	0.06	0.07	14.29%
1	5.0	0.44	0.87	0.88	1.14%
2	6.0	0.18	1.11	1.11	0.00%
3	6.0	0.25	0.58	0.59	1.69%
4	5.0	0.15	1.46	1.47	0.68%
5	2.5	1.03	2.20	2.21	0.45%
6	3.5	0.77	1.28	1.29	0.78%
7	5.0	0.20	0.67	0.67	0.00%
8	3.5	0.73	1.02	1.03	0.97%
9	3.0	1.01	1.14	1.15	0.87%
10	3.0	0.64	0.54	0.55	1.82%
11	3.0	0.27	0.86	0.86	0.00%
12	3.0	0.84	0.35	0.35	0.00%
13	3.0	0.33	0.46	0.47	2.13%
14	2.5	1.79	0.16	0.16	0.00%

Source: MEL (2022)

Table 11-13: Percentage of Capped Samples for Escondida Norte

Domain	Limit Sample grade / neighbourhood grade	Samples capped % of total samples	Average % with capping	Average % without capping	Difference average
0	7.0	0.79	0.06	0.06	0.00%
1	7.0	0.25	1.14	1.14	0.00%
2	7.0	0.20	0.93	0.93	0.00%
3	8.0	0.15	0.55	0.55	0.00%
4	2.5	1.90	1.79	1.83	2.19%
5	3.5	0.81	0.64	0.66	3.03%
6	3.5	0.65	1.09	1.10	0.91%
7	4.0	0.33	0.59	0.59	0.00%
8	4.0	0.22	0.89	0.89	0.00%
9	4.0	0.13	0.48	0.48	0.00%
10	7.0	0.45	0.14	0.14	0.00%

Source: MEL (2022)

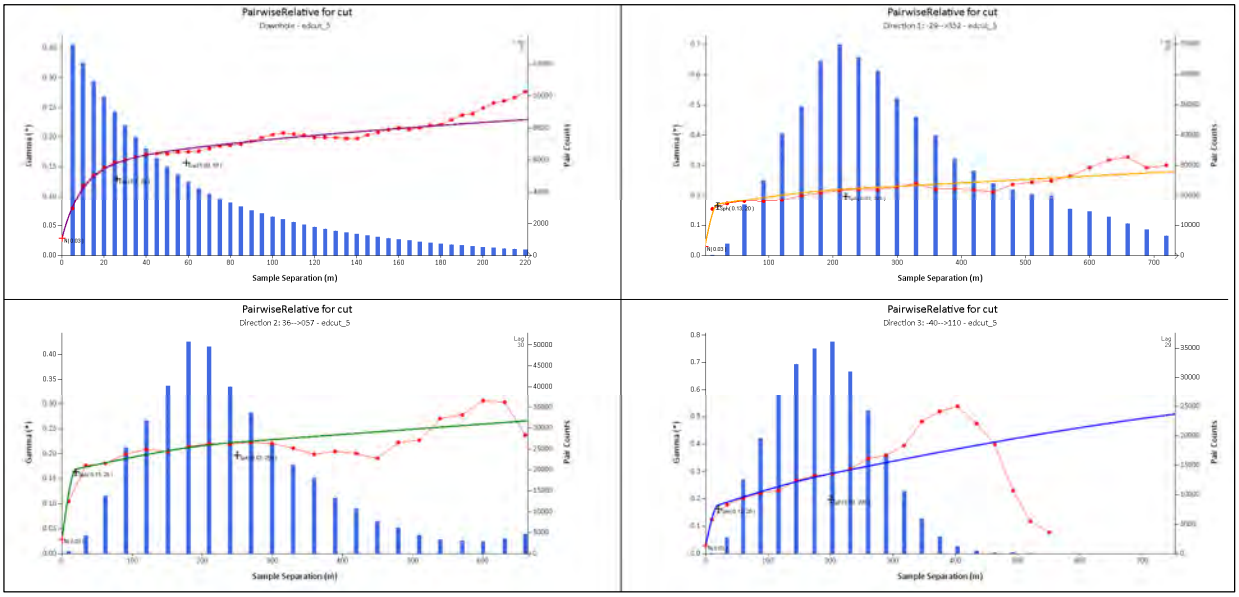
11.3.5 Variography

A variogram is a description of the spatial continuity of the data. The experimental variogram is a discrete function calculated using a measure of variability between pairs of points at various distances. To complete the analysis the QP first has to calculate experimental variograms using the existing data, and then model theoretical model variograms which will account for any given spacing for the deposit. The traditional experimental variogram is often unstable due to sparse data with outliers and clustered data with a proportional effect. The pairwise relative variogram is a more robust variogram, whereby the experimental traditional variogram is standardised with locally changing variance of the data. Experimental pairwise variograms were calculated using Supervisor software and modelled for each of the elements to be estimated. The orientation of the variograms is defined by the directions of major and minor continuity as derived from variogram maps in the horizontal and vertical directions for each of the domains. The nugget effect was obtained from the down-the-hole (DTH) variogram.

Figure 11-9 provides an example for directional variogram for TCu estimation domain 5 for Escondida: High enrichment, central block and High CSA and Figure 11-10 provides an example for directional variogram for TCu estimation domain 6 for Escondida Norte: Low enrichment and High CSA. Table 11-14

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presents variogram parameters for TCu for Escondida and Table 11-15 shows variogram parameters for TCu for Escondida Norte.



Source: MEL (2022)

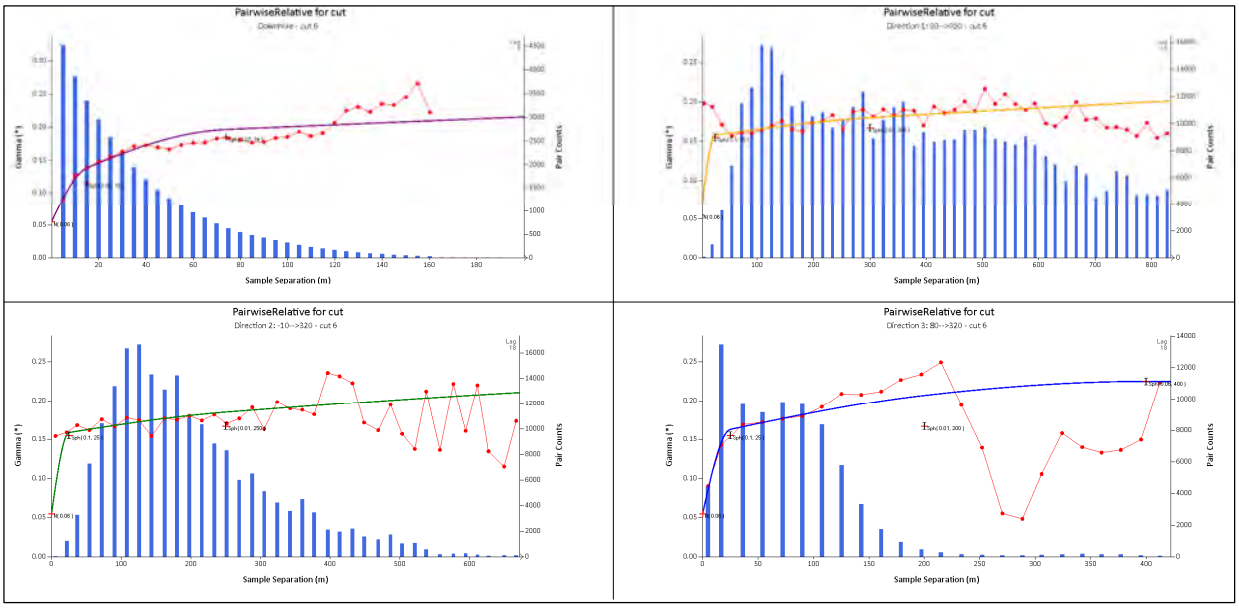
Figure 11-9: Directional Variogram for TCu Estimation Domain 5 for Escondida

Table 11-14: Variogram Parameters for TCu, Escondida

TCu DOMAIN	C0	C1	Rotation Θ1/ Θ2/ Θ3	Range Mj/Sm/Mn	C2	Rotation Θ1/ Θ2/ Θ3	Range Mj/Sm/Mn	C3	Rotation Θ1/ Θ2/ Θ3	Range Mj/Sm/Mn
0	0.03	0.108	0/0/0	10/10/15	0.158	0/0/0	100/90/100	0.394	0/0/0	1900/1450/1200
1	0.04	0.16	250/20/0	10/10/10	0.18	250/20/0	75/75/60	0.07	250/20/0	1200/1200/250
2	0.13	0.19	160/0/10	100/100/5	0.22	160/0/10	110/140/500	0.14	160/0/10	1250/1300/1500
3	0.04	0.143	0/90/-120	5/5/5	0.078	0/90/-120	40/40/40	0.269	0/90/-120	1600/1300/850
4	0.03	0.09	30/0/10	20/20/20	0.05	30/0/10	90/90/170	0.12	30/0/10	2500/1750/450
5	0.02	0.14	1/-29/-137	20/20/20	0.05	1/-29/-137	400/300/250	0.38	1/-29/-137	5500/5500/1150
6	0.04	0.11	290/0/0	20/20/20	0.076	290/0/0	100/100/40	0.064	290/0/0	3900/2000/800
7	0.03	0.14	250/-10/0	30/30/15	0.08	250/-10/0	200/200/120	0.07	250/-10/0	3000/2500/1800
8	0.02	0.177	310/0/-120	40/40/40	0.096	310/0/-120	150/90/140	0.057	310/0/-120	1600/1500/1500
9	0.02	0.095	20/0/0	20/20/20	0.024	20/0/0	300/200/250	0.091	20/0/0	1900/1200/1500
10	0.04	0.05	201/28/67	10/10/10	0.033	201/28/67	50/50/50	0.115	201/28/674	3000/2200/1250
11	0.03	0.041	0/90/-80	35/35/35	0.025	0/90/-80	170/130/80	0.04	0/90/-80	1500/1100/350
12	0.03	0.087	270/0/0	35/35/15	0.031	270/0/0	220/220/150	0.062	270/0/0	3000/4000/2000
13	0.02	0.06	270/50/0	40/10/10	0.033	270/50/0	220/220/150	0.059	270/50/0	2200/2200/1000
14	0.08	0.09	240/20/0	30/30/30	0.07	240/20/0	200/200/150	0.41	240/20/0	5000/6000/1550

Source: MEL (2022)

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Source: MEL (2022)

Figure 11-10: Directional Variogram for TCu Estimation Domain 6 for Escondida Norte

Table 11-15: Variogram Parameters for TCu, Escondida Norte

TCu DOMAIN	C0	C1	Rotation Θ1/ Θ2/ Θ3	Range Mj/Sm/Mn	C2	Rotation Θ1/ Θ2/ Θ3	Range Mj/Sm/Mn	C3	Rotation Θ1/ Θ2/ Θ3	Range Mj/Sm/Mn
0	0.068	0.16	20/0/0	20/20/20	0.179	20/0/0	200/210/210	0.219	20/0/0	4513/2000/2500
1	0.094	0.261	20/0/0	10/10/20	0.14	20/0/0	90/90/130	0.068	20/0/0	400/500/1000
2	0.134	0.348	20/0/0	30/15/30	0.032	20/0/0	350/300/250	0.164	20/0/0	1800/600/1000
3	0.07	0.12	330/0/0	15/20/15	0.107	330/0/0	500/350/700	0.112	330/0/0	2500/900/3000
4	0.07	0.11	40/0/0	15/15/15	0.065	40/0/0	160/170/200	0.11	40/0/0	2100/1200/500
5	0.099	0.11	310/0/0	20/20/20	0.066	310/0/0	370/360/170	0.043	310/0/0	1500/3000/700
6	0.055	0.1	50/0/10	25/25/25	0.012	50/0/10	300/250/200	0.058	50/0/10	2000/1200/400
7	0.053	0.065	50/0/10	35/35/15	0.025	50/0/10	200/180/50	0.016	50/0/10	800/500/200
8	0.026	0.055	50/0/0	40/40/10	0.02	50/0/0	250/220/130	0.03	50/0/0	1000/800/500
9	0.055	0.05	70/0/-90	15/20/30	0.02	70/0/-90	100/110/110	0.05	70/0/-90	2500/1100/1000
10	0.151	0.199	0/90/-20	50/30/20	0.115	0/90/-20	300/170/160	0.076	0/90/-20	8000/900/500

Source: MEL (2022)
Note: Mj (Major axis), Sm (Semi Major axis) and Mn (Minor Axis)

11.3.6 Estimation

The estimation was carried out by Ordinary Kriging (OK), which is standard practice for the industry. OK provides the best linear unbiased estimates. In the QP's experience this is an appropriate method for estimation. The block model includes sub blocks of 6.25 x 6.25 x 7.5 m and parent blocks of 25 x 25 x15 m. The use of sub-blocks allows the geological dilution associated with geological contacts to be included. Table 11-16 and Table 11-17 show the dimension of Escondida and Escondida Norte block model. Figure 11-11 shows a general view of the block models and collar distribution.

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Table 11-16: Block Model Definition for Escondida

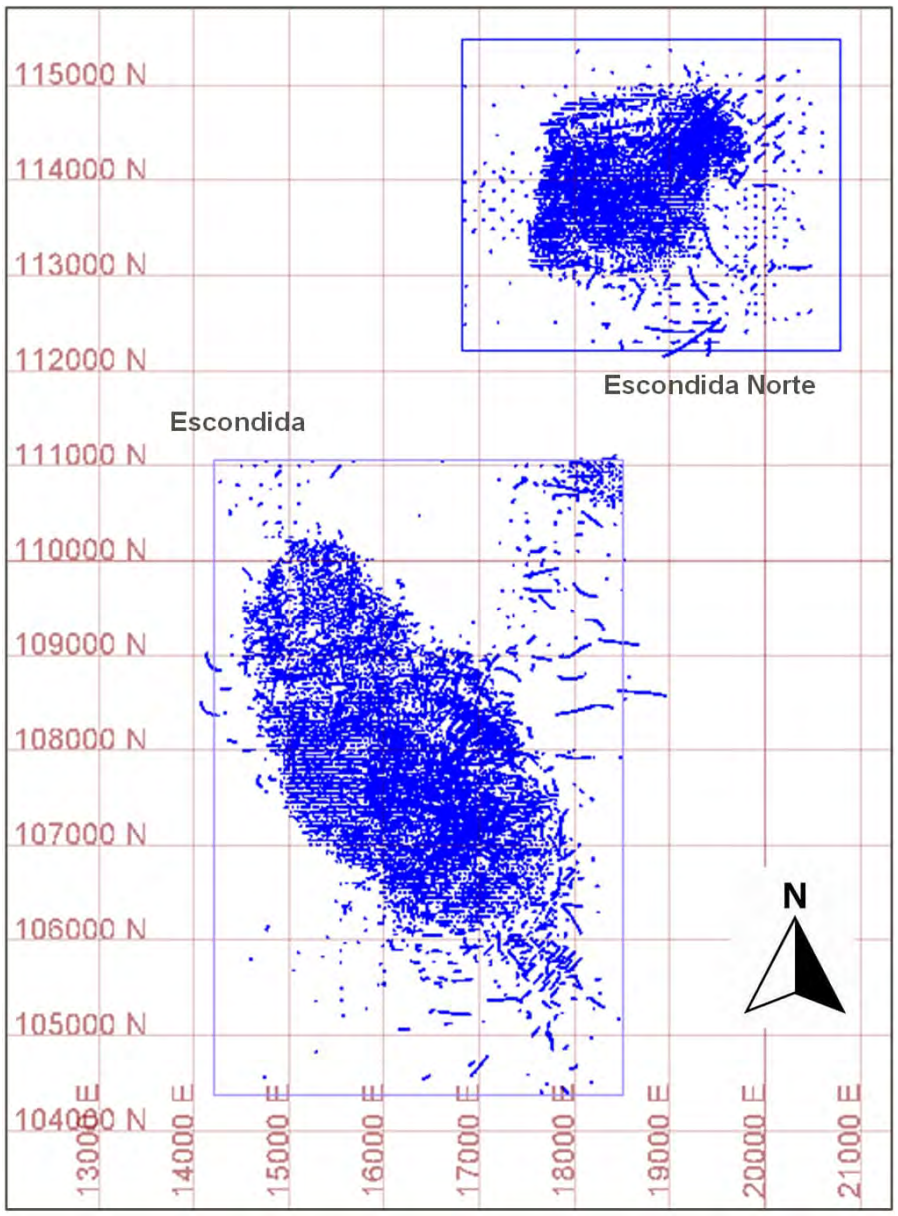
Orientation	East	North	Elevation
Origin	14,212.37	104,364.2	1,300
Block Size	25 m	25 m	15 m
Number of Blocks	172	268	144

Source: MEL (2022)

Table 11-17: Block Model Definition for Escondida Norte

Orientation	East	North	Elevation
Origin	16,812.5	112,212.5	2,000
Block Size	25 m	25 m	15 m
Number of Blocks	159	131	107

Source: MEL (2022)



Source: MEL (2022)

Figure 11-11: General View Escondida and Escondida Norte Block Model and Collar Distribution

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A three-pass search strategy was used in which the search radii were increased from 50 m to 600 m. For each pass, the interpolation criteria were adjusted for each estimation domain based on the geostatistical analysis and the quantity and distribution of the data. Pass 1 and pass 2 request a minimum of 6 and 5 octants with samples, respectively. Pass 3 estimates the edges of domains with low sample density and has no octant restrictions. The search radii were defined based on the drilling density of each estimation domain and the continuity defined in its respective variogram, increasing with each pass. Table 11-18 and Table 11-19 detail the estimation plan by domain for TCu in Escondida and Escondida Norte, respectively. The QP explored the use of a different number of samples and octants in the estimation to establish an appropriate correlation of results to historical reconciliation. The minimum and maximum samples used in this process are presented in Table 11-18 and Table 11-19.

Table 11-18: OK Plan Estimates Plan TCu, Escondida

Domain	Pass	Search Radii			Comps. Number		N° Oct	Comps. per Oct		Comps. per drill	Rotation			Comps.
		Mj.	Sm.	Mn.	Min.	Max.	Min.	Min.	Max.		Mj.	Sm.	Mn.	Min.
0	1	100	90	80	12	32	6	1	4	5	0	0	0	0
	2	250	200	180	12	24	5	1	4	5	0	0	0	0
	3	650	600	450	6	20	NA	NA	NA	5	0	0	0	0
	4	600	600	600	1	1	NA	NA	NA	10	0	0	0	0
1	1	80	80	50	12	32	6	1	4	5	250	20	-20	1
	2	150	150	100	12	24	5	1	4	5	250	20	-20	1
	3	300	300	200	6	20	NA	NA	NA	5	250	20	-20	1
	4	600	600	600	1	1	NA	NA	NA	10	250	20	-20	1
2	1	70	80	120	12	32	6	1	4	5	160	0	10	2
	2	150	150	200	12	24	5	1	4	5	160	0	10	2
	3	300	300	400	6	20	NA	NA	NA	5	160	0	10	2
	4	600	600	600	1	1	NA	NA	NA	10	160	0	10	2
3	1	80	70	50	12	32	6	1	4	5	0	90	-120	3
	2	250	230	200	12	24	5	1	4	5	0	90	-120	3
	3	400	350	300	6	20	NA	NA	NA	5	0	90	-120	3
	4	600	600	600	1	1	NA	NA	NA	10	0	90	-120	3
4	1	70	60	50	12	32	6	1	4	5	30	0	10	4,5,7
	2	200	180	100	12	24	5	1	4	5	30	0	10	4,5,7
	3	400	350	200	6	20	NA	NA	NA	5	30	0	10	4,5,7
5	1	100	100	70	12	32	6	1	4	5	2	-30	-138	4,5,6,7
	2	200	200	140	12	24	5	1	4	5	2	-30	-138	4,5,6,7
	3	400	400	280	6	20	NA	NA	NA	5	2	-30	-138	4,5,6,7
6	1	90	80	50	12	32	6	1	4	5	290	0	0	5,6,7
	2	200	180	100	12	24	5	1	4	5	290	0	0	5,6,7
	3	400	350	200	6	20	NA	NA	NA	5	290	0	0	5,6,7
7	1	80	80	50	12	32	6	1	4	5	250	-10	0	4,5,6,7,8
	2	160	160	120	12	24	5	1	4	5	250	-10	0	4,5,6,7,8
	3	400	380	320	6	20	NA	NA	NA	5	250	-10	0	4,5,6,7,8
8	1	90	60	80	12	32	6	1	4	5	310	0	-130	7,8,9
	2	180	160	180	12	24	5	1	4	5	310	0	-130	7,8,9
	3	400	380	380	6	20	NA	NA	NA	5	310	0	-130	7,8,9
9	1	100	80	90	12	32	6	1	4	5	20	0	0	8,9,10
	2	200	160	180	12	24	5	1	4	5	20	0	0	8,9,10
	3	400	300	350	6	20	NA	NA	NA	5	20	0	0	8,9,10
10	1	100	90	80	12	32	6	1	4	5	206	37	64	9,10
	2	200	160	120	12	24	5	1	4	5	206	37	64	9,10
	3	400	300	350	6	20	NA	NA	NA	5	206	37	64	9,10
11	1	90	80	60	12	32	6	1	4	5	0	90	-80	11,13
	2	180	160	140	12	24	5	1	4	5	0	90	-80	11,13
	3	650	600	500	6	20	NA	NA	NA	5	0	90	-80	11,13
12	1	90	100	70	12	32	6	1	4	5	270	0	0	12,13,14

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Domain	Pass	Search Radii			Comps. Number		N° Oct	Comps. per Oct		Comps. per drill	Rotation			Comps.
		Mj.	Sm.	Mn.	Min.	Max.	Min.	Min.	Max.		Mj.	Sm.	Mn.	Min.
	2	180	200	140	12	24	5	1	4	5	270	0	0	12,13,14
	3	650	750	550	6	20	NA	NA	NA	5	270	0	0	12,13,14
13	1	100	100	60	12	32	6	1	4	5	208	29	42	11,12,13,14
	2	300	300	200	12	24	5	1	4	5	208	29	42	11,12,13,14
	3	700	700	500	6	20	NA	NA	NA	5	208	29	42	11,12,13,14
14	1	100	100	80	12	32	6	1	4	5	240	20	0	14,12,13
	2	280	300	200	12	24	5	1	4	5	240	20	0	14,12,13
	3	650	700	500	6	20	NA	NA	NA	5	240	20	0	14,12,13

Source: MEL (2022)

Table 11-19: OK Plan Estimates TCu, Escondida Norte

Domain	Pass	Search Radii			Comps. Number		N° Oct	Comps. per Oct		Comps. per drill	Rotation			Comps.
		Mj.	Sm.	Mn.	Min.	Max.	Min.	Min.	Max.		Mj.	Sm.	Mn.	Min.
1	1	100	70	80	12	32	6	1	4	5	20	0	0	0
	2	200	100	150	12	24	5	1	4	5	20	0	0	0
	3	800	400	500	6	20	NA	NA	NA	5	20	0	0	0
2	1	60	60	110	12	32	6	1	4	5	20	0	0	1
	2	110	110	200	12	24	5	1	4	5	20	0	0	1
	3	200	200	350	6	20	NA	NA	NA	5	20	0	0	1
3	1	110	60	80	12	32	6	1	4	5	20	0	0	2
	2	220	120	160	12	24	5	1	4	5	20	0	0	2
	3	350	150	250	6	20	NA	NA	NA	5	20	0	0	2
4	1	90	70	50	12	32	6	1	4	5	330	0	0	3
	2	180	160	110	12	24	5	1	4	5	330	0	0	3
	3	300	250	190	6	20	NA	NA	NA	5	330	0	0	3
5	1	100	70	50	12	32	6	1	4	5	40	0	0	4,5
	2	200	140	110	12	24	5	1	4	5	40	0	0	4,5
	3	350	250	200	6	20	NA	NA	NA	5	40	0	0	4,5
6	1	75	120	50	12	32	6	1	4	5	310	0	0	4,5
	2	150	200	100	12	24	5	1	4	5	310	0	0	4,5
	3	280	370	200	6	20	NA	NA	NA	5	310	0	0	4,5
7	1	100	70	50	12	32	6	1	4	5	50	0	10	6,7
	2	220	170	120	12	24	5	1	4	5	50	0	10	6,7
	3	350	250	200	6	20	NA	NA	NA	5	50	0	10	6,7
8	1	85	80	50	12	32	6	1	4	5	50	0	10	6,7,8
	2	170	160	130	12	24	5	1	4	5	50	0	10	6,7,8
	3	300	250	200	6	20	NA	NA	NA	5	50	0	10	6,7,8
9	1	85	60	40	12	32	6	1	4	5	50	0	0	7,8,9
	2	160	120	90	12	24	5	1	4	5	50	0	0	7,8,9
	3	500	400	300	6	20	NA	NA	NA	5	50	0	0	7,8,9
10	1	85	70	65	12	32	6	1	4	5	70	0	-90	8,9,10
	2	200	180	150	12	24	5	1	4	5	70	0	-90	8,9,10
	3	600	530	450	6	20	NA	NA	NA	5	70	0	-90	8,9,10

Source: MEL (2022)

The copper grade in the regularised block model was calculated by the weighted average for each estimation domain within the block.

Cspcc, cspcv, and cspcpy were estimated by OK with the same copper estimation domains and normalised to the copper value, only for sulphide mineralisation.

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Dry density was estimated using OK. The methodology adopted for the interpolation uses mineralogical units (Minzone) as controls for the spatial distribution of the variable in each deposit. An average density, by geological grouping, is assigned to the blocks with no interpolated value.

11.4 Validation

In order to validate the Resource model, a validation of the block model was carried out to assess the performance of the OK and the conformity of input values. The validation was carried out on estimated blocks and up to the third pass, considering composites used in the estimates, and included:

- Visual Comparison of OK model vs. composites
- Global statistics by estimation domain
- OK vs. Blasthole model reconciliation
- Swath plots to compare mean grade between declustered composites and block model

11.4.1 Visual Comparison

To visually validate the TCu estimation, the QP completed a review of a set of cross-sectional and plan views. The validation shows a reasonable representation of samples in blocks. Locally, the blocks match the estimation composites both in cross-section and plant views. In general, there is a reasonable match between composite data and block model data for Cu grades. High grade areas were suitably represented, and high-grade samples exhibit suitable control, which validates the treatment of outliers used. Smoothing increases at the boundaries and deep areas of the deposit due to the reduction in number of available composites.

There are some deep mineralised areas where the drill hole spacing reaches a maximum of 400 m (mean 330 m). Considering the large continuity of the hypogene mineralisation and the grades clean process beyond of the last drill hole line, this portion of the Inferred Resource is considered interpolated.

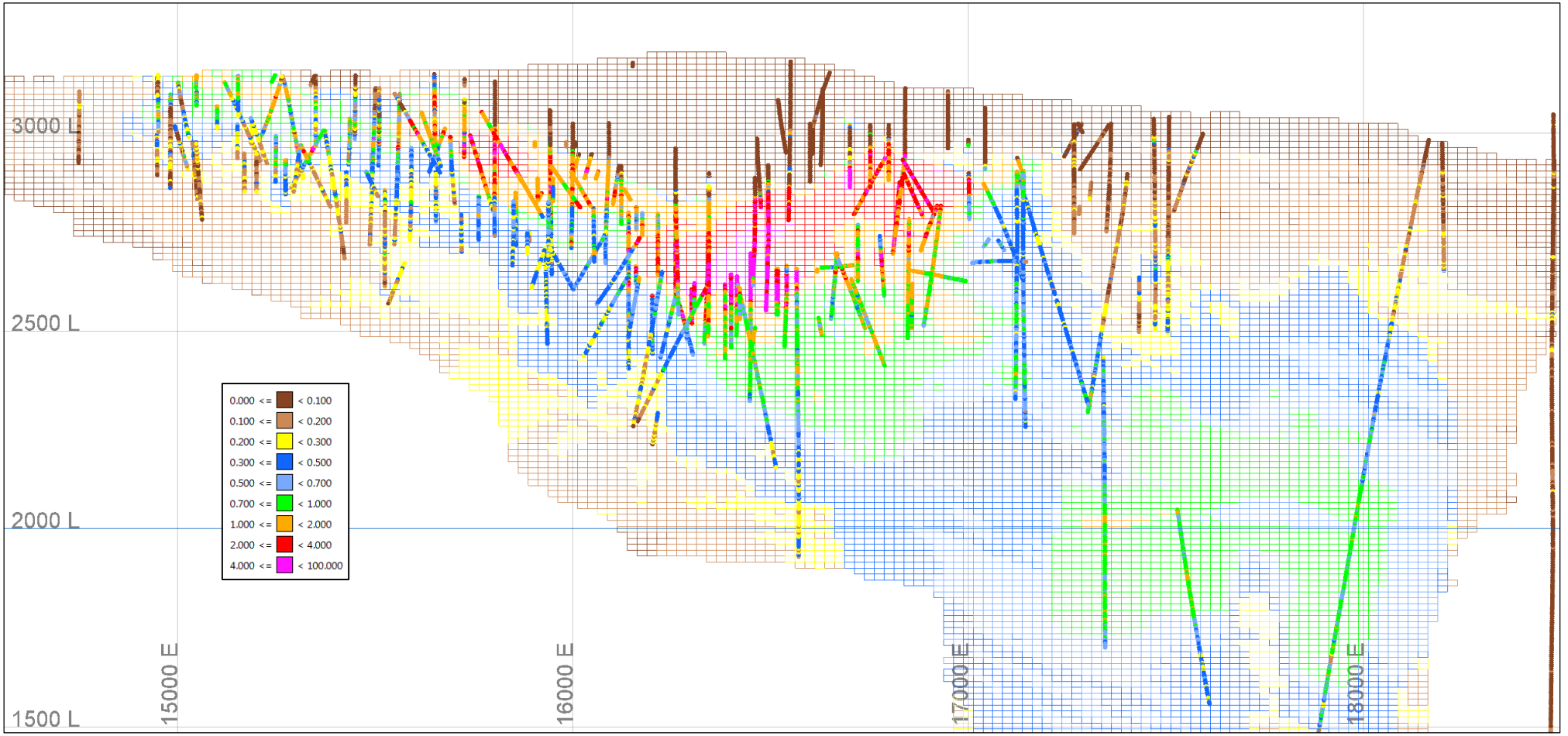
Figure 11-12 shows an east-west cross-section and Figure 11-13 shows a plan section for the Escondida copper grade model, it is possible to observe a good spatial reproduction of the composites grades in both cross-sections without smearing of high-grade composites and minimum over extrapolation of grades.

Figure 11-14 and Figure 11-15 show the block and composites grade comparison for plan view and east-west cross-sections in Escondida Norte. Like Escondida it is possible to observe good sample coverage for the deposit and spatial reproduction of grades. Lateral extension of the ore body is well limited by samples and the deposit remains open at depth at low copper grade less than 0.5%.

No high-grade smearing and minimum grade extrapolation were observed. The Inferred Resource is considered 100% “interpolated”. This limit is updated as new drill holes are drilled in the periphery of the deposits.

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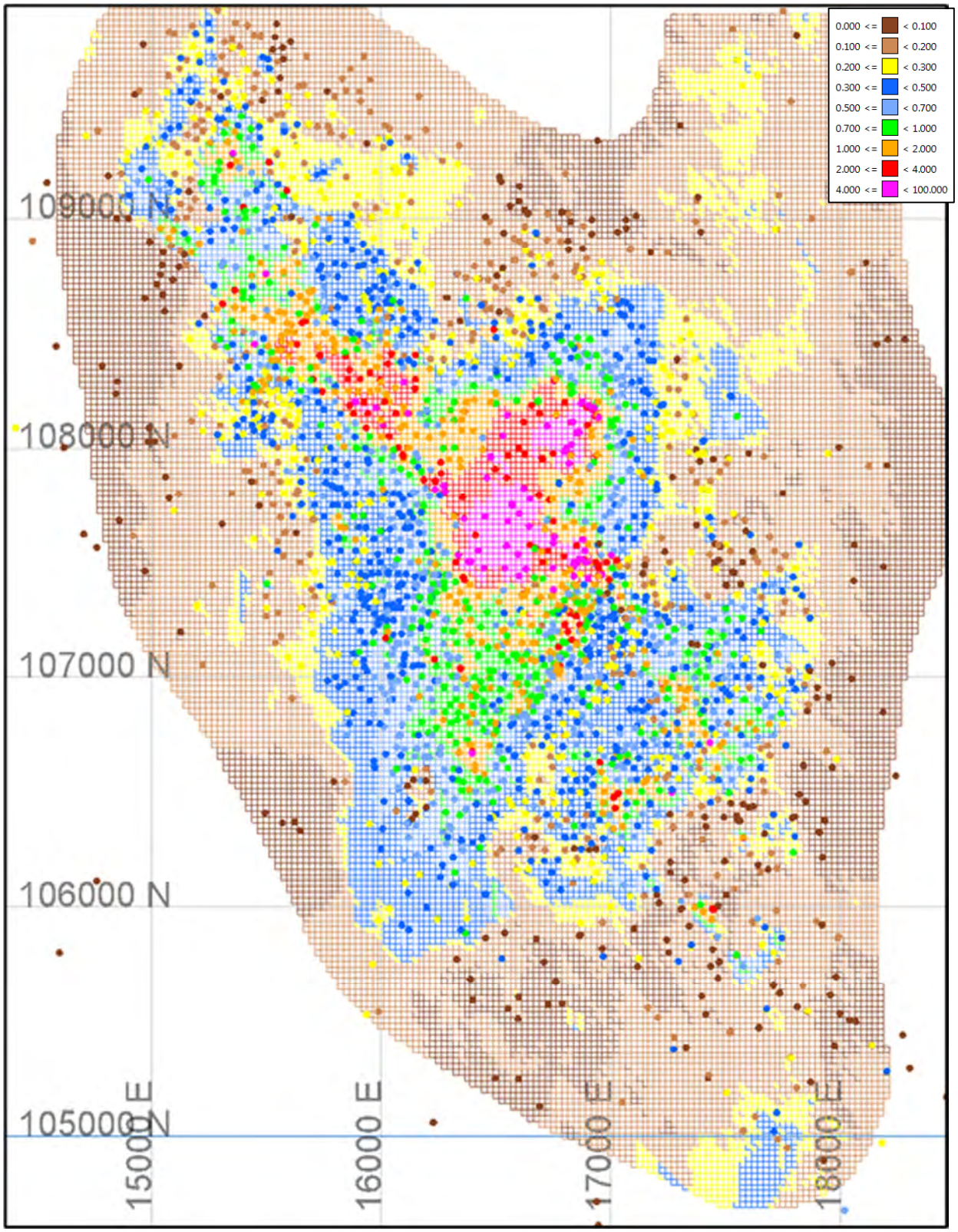
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Source: MEL (2022)

Figure 11-12: Escondida 107,900N Copper Cross-section Looking North

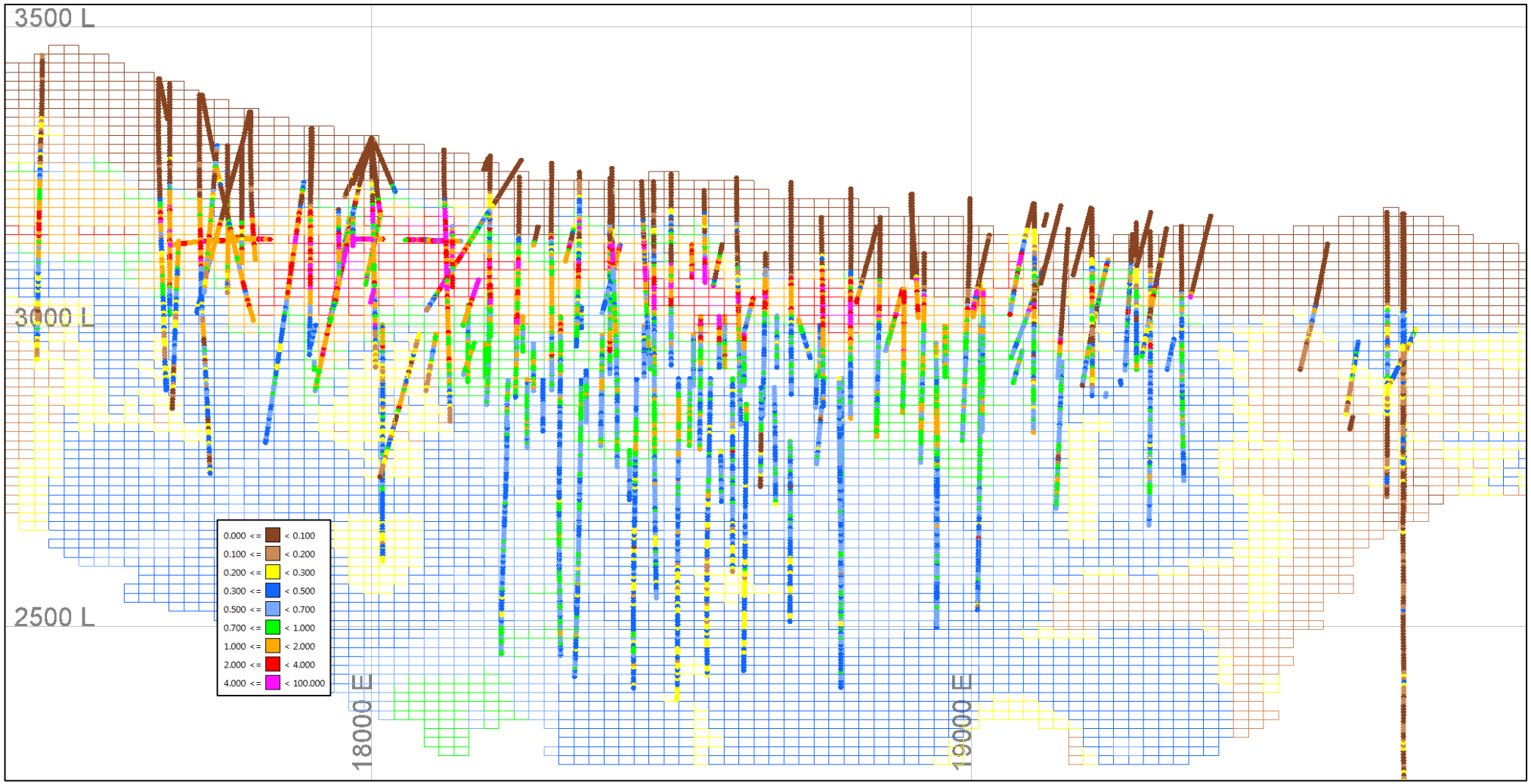
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Source: MEL (2022)

Figure 11-13: Escondida Copper at 2770 RL

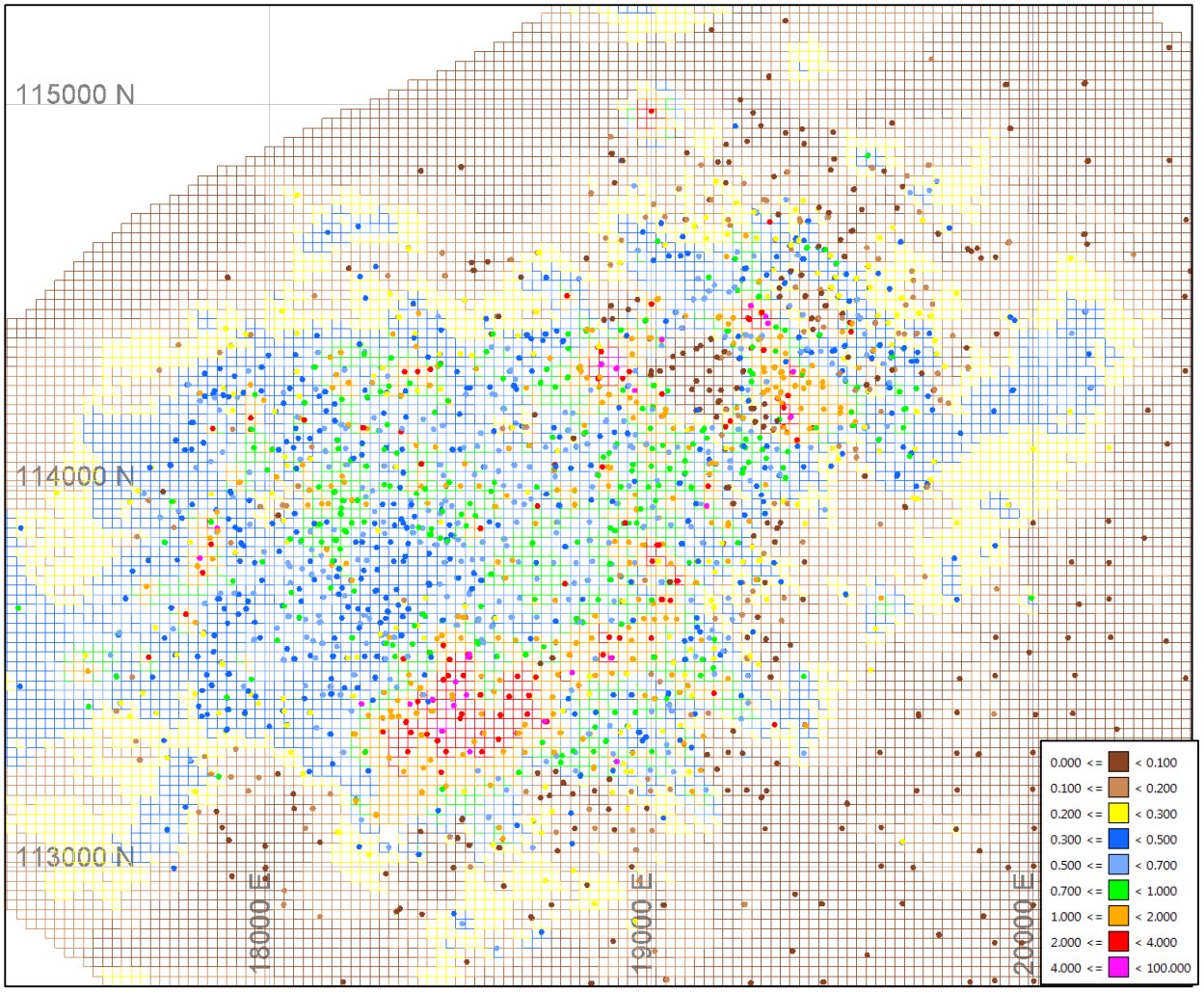
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Source: MEL (2022)

Figure 11-14: Escondida Norte 114,000N Copper Cross-section Looking North

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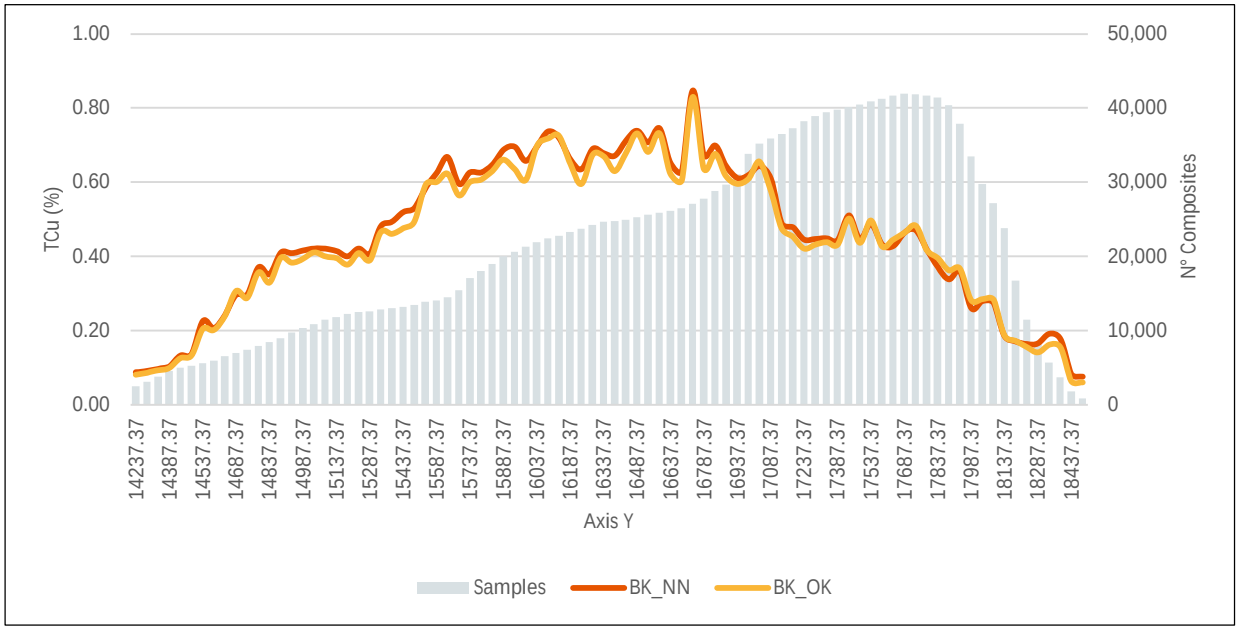
Source: MEL (2022)

Figure 11-15: Escondida Norte Copper at 2960 RL

11.4.2 Swath Plots

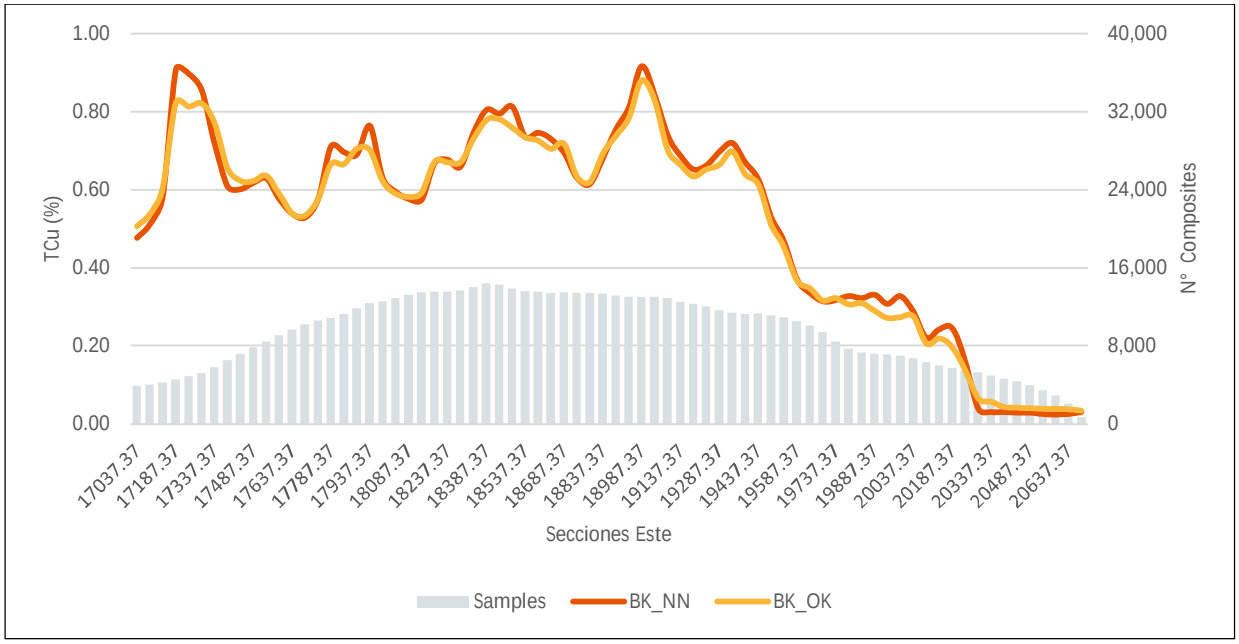
In order to evaluate how robust block grades were in relation to data, a semi-local comparison using swath plots was completed. Generating swath plots entail averaging blocks and samples separately in regular 100 m (east) x 100 m (north) x 50 m (elevation) panels and then comparing the mean grade in each sample and block panel through each axis.

To calculate the average grade in the database, a nearest neighbour (NN) model was established. The block model must reproduce in an acceptable way the mean shown by the composites for each estimation domain. Figure 11-16 show the mean grade comparison for Escondida and Figure 11-17 for Escondida Norte for sulphide mineralisation. It is opinion of this QP that results indicate that estimates reasonably follow trends found in the deposit's grades at a local and global scale without observing an excessive degree of smoothing.



Source: MEL (2022)

Figure 11-16: Swath Plots Total Sulphide, Escondida



Source: MEL (2022)

Figure 11-17: Swath Plots Total Sulphide, Escondida Norte

11.4.3 Global Statistics

Statistical comparison was carried out in order to detect global bias in the interpolated model compared with drill holes grade. Global statistics of declustered composites were calculated using the NN method with search ranges equating to those used in the estimation and were compared with OK grades for each domain (ED_TCu).

Table 11-20 and Table 11-21 show the comparison with grade capping. The results show an acceptable reproduction of the global mean for total copper grade. Domains located in the leach-oxide zone shows larger differences: ED 0 corresponds to leached material with low copper grade and high-grade variability

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between 0.001 and 0.1 % TCu, which explains the relative differences observed. These lower copper grades are waste and this variation is not material. ED 3 corresponds to the mixed zone, with high variability in copper grades. The QP noticed that, where the larger variances exist, they are in low grades below COG or in domain with low spatial continuity, and therefore, considered to be not material.

In the opinion of this QP the result of the estimate shows that relative differences for the main estimation domains were found within acceptable limits. Only estimation domains with less samples and poor geological continuity and low tonnage show results above the expected threshold.

Table 11-20: Global mean comparison for TCu, Escondida

Domain	# Composite	Composite average %	Model average %	Relative Difference (%)
0	67,196	0.06	0.08	24.02%
1	14,640	0.87	0.83	-5.57%
2	3,814	1.11	1.15	3.80%
3	7,734	0.58	0.53	-10.72%
4	13,870	1.46	1.41	-4.03%
5	14,432	2.20	2.25	2.00%
6	3,264	1.28	1.17	-9.13%
7	16,511	0.67	0.66	-0.60%
8	1,782	1.02	1.03	1.28%
9	10,373	1.14	1.16	1.24%
10	22,374	0.54	0.57	4.96%
11	16,653	0.86	0.82	-4.64%
12	8,948	0.35	0.36	4.20%
13	45,486	0.46	0.45	-3.69%
14	61,176	0.16	0.15	-1.97%

Source: MEL (2022)

Table 11-21: Global mean comparison for TCu, Escondida Norte

Domain	# Composite	Composite average %	Model average %	Relative Difference (%)
0	47,081	0.06	0.07	5.16%
1	9,620	1.06	1.06	0.17%
2	1,990	0.90	0.88	-2.38%
3	3,956	0.59	0.47	-26.88%
4	17,641	1.69	1.66	-1.59%
5	6,558	0.65	0.61	-5.81%
6	5,254	1.05	1.07	1.52%
7	12,615	0.56	0.58	2.85%
8	4,088	0.86	0.83	-2.80%
9	37,905	0.41	0.44	7.97%
10	29,382	0.10	0.12	14.76%

Source: MEL (2022)

11.4.4 Comparison Against Blasthole Grade

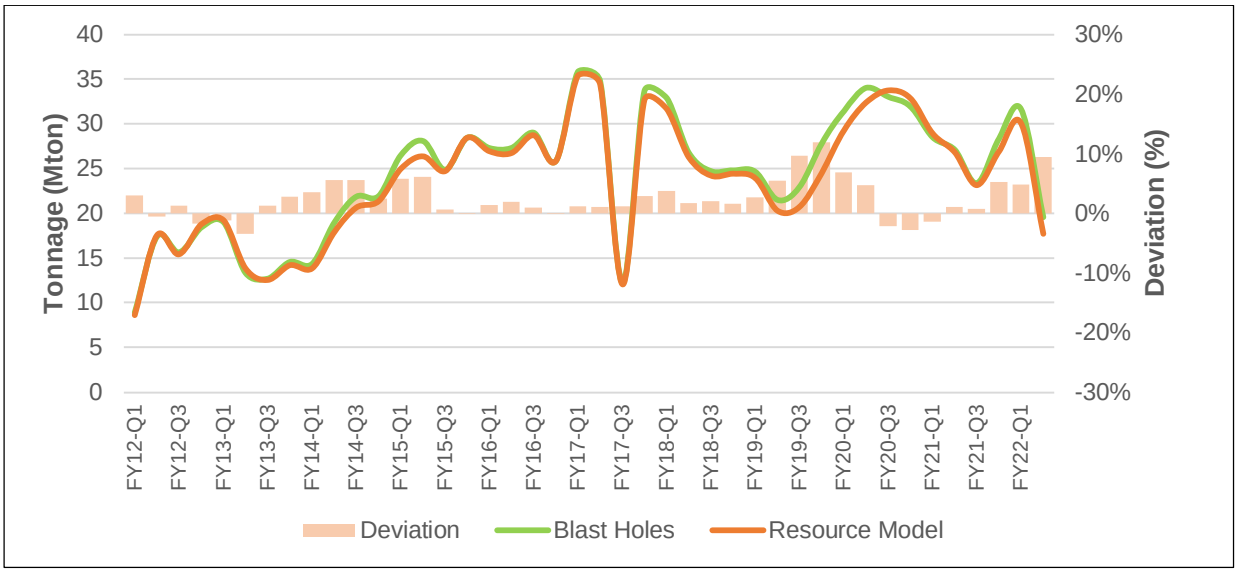
As part of the Resource model validation process, a reconciliation of tonnage, grade and metal against the blasthole model (short term model) was completed. The reconciliation was performed at 0.25% total copper cut-off grade within the monthly mined volumes of the last FY10. Year by year reconciliation has been done to ensure no local bias.

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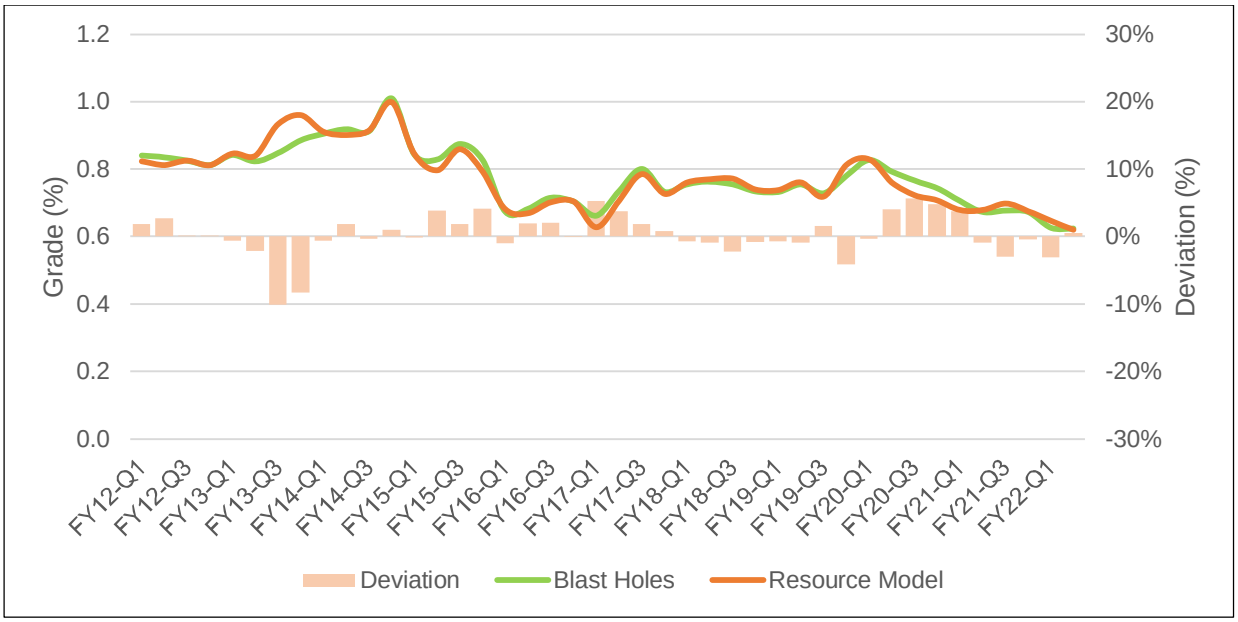
Escondida Sulphide

The Escondida deposit shows a good performance, the in-situ tonnage deviations show an unbiased behaviour with periods of underestimation and overestimation within a range of ±7% (see Figure 11-18). Three quarters showed deviations closer to 10% underestimation .This deviation is related to zones with contact between leached and sulphide mineralisation due to low continuity ore bodies not recognised by drilling. Copper grades show an unbiased performance with periods of under and over estimation within a range of ±7% on average (see Figure 11-19). Figure 11-20 shows the result for the in-situ metal.



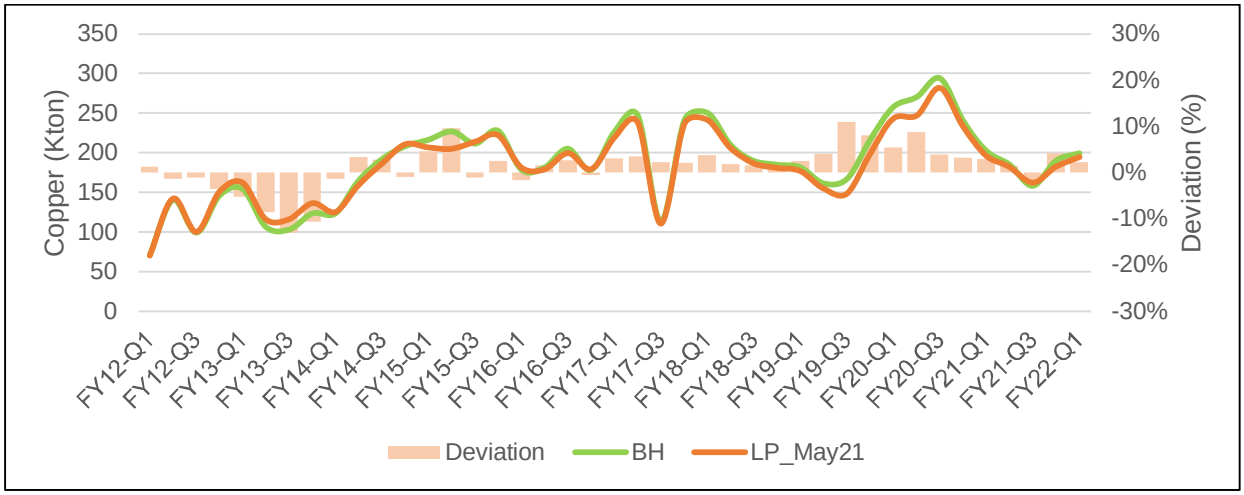
Source: MEL (2022)

Figure 11-18: Tonnage Reconciliation, Sulphide Escondida



Source: MEL (2022)

Figure 11-19: Total Copper Grade Reconciliation, Sulphide Escondida

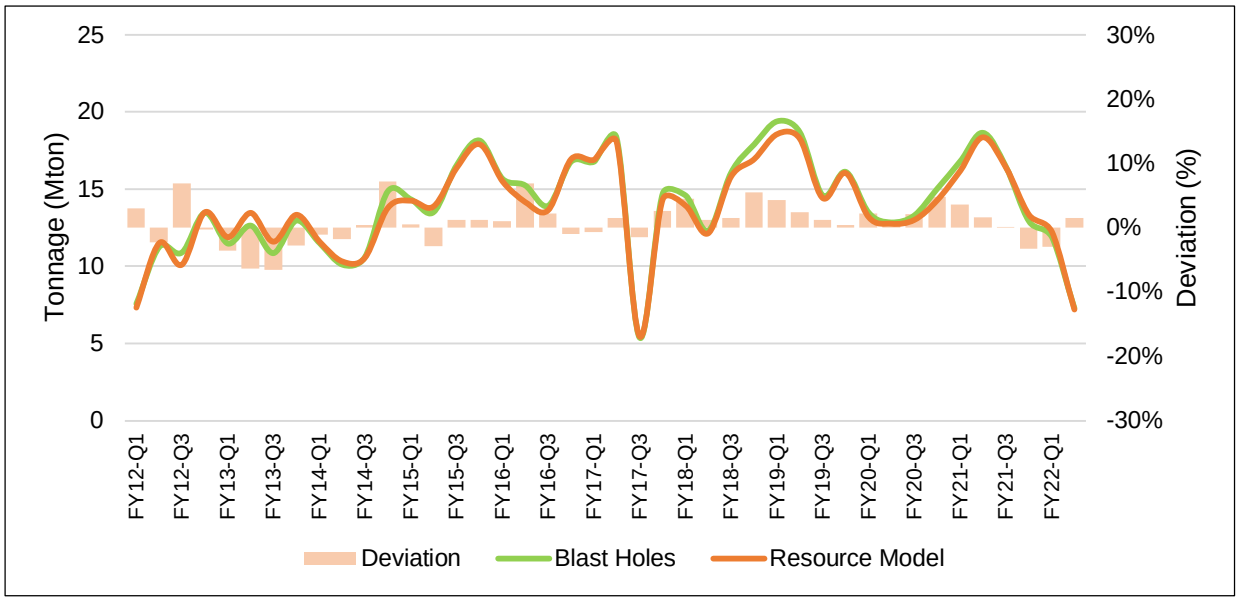


Source: MEL (2022)

Figure 11-20: Total Contained Copper Tonnes Reconciliation, Sulphide Escondida

Escondida Norte Sulphide

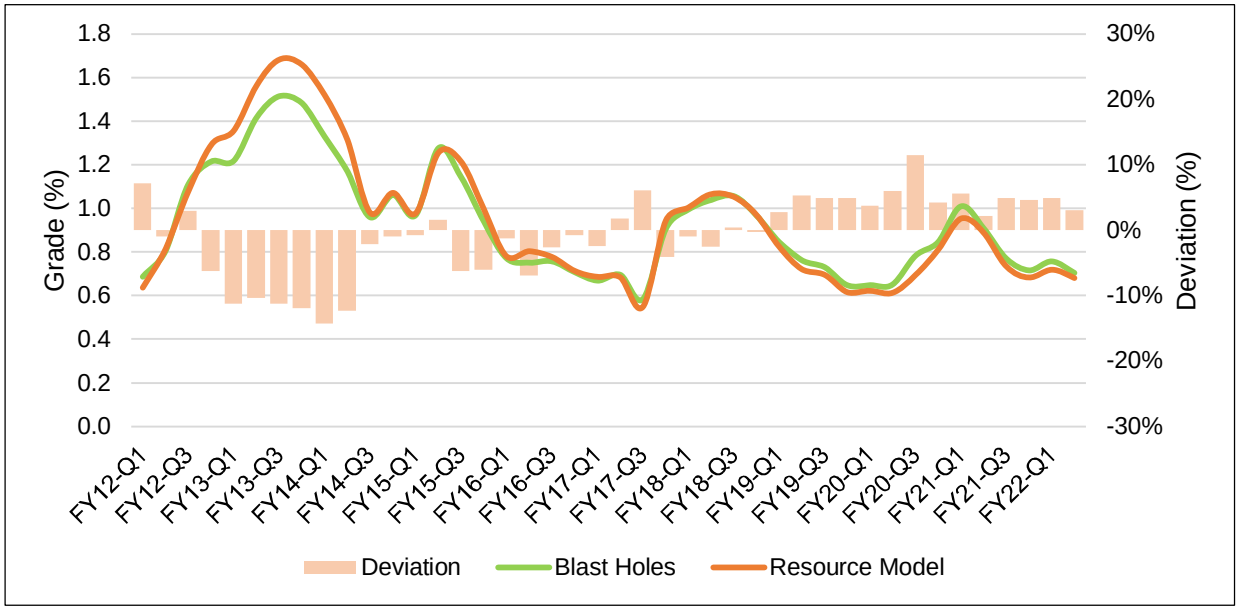
The Escondida Norte deposit shows a non-biased performance with the in-situ tonnage deviations showing an unbiased behaviour with periods of underestimation and overestimation within a range of ±5%, as shown in Figure 11-25. Copper grades show an unbiased performance with periods of under and over estimation within a range of ±7% on average (see Figure 11-22). There is a period of overestimation closer to -10% (FY13-Q2 to FY14-Q2), which is related to a high variability and low continuity of high-grade zones at the periphery of the deposit that were not identified by the drilling pattern. Figure 11-23 shows the result for in-situ metal.



Source: MEL (2022)

Figure 11-21: Tonnage Reconciliation, Sulphide Escondida Norte

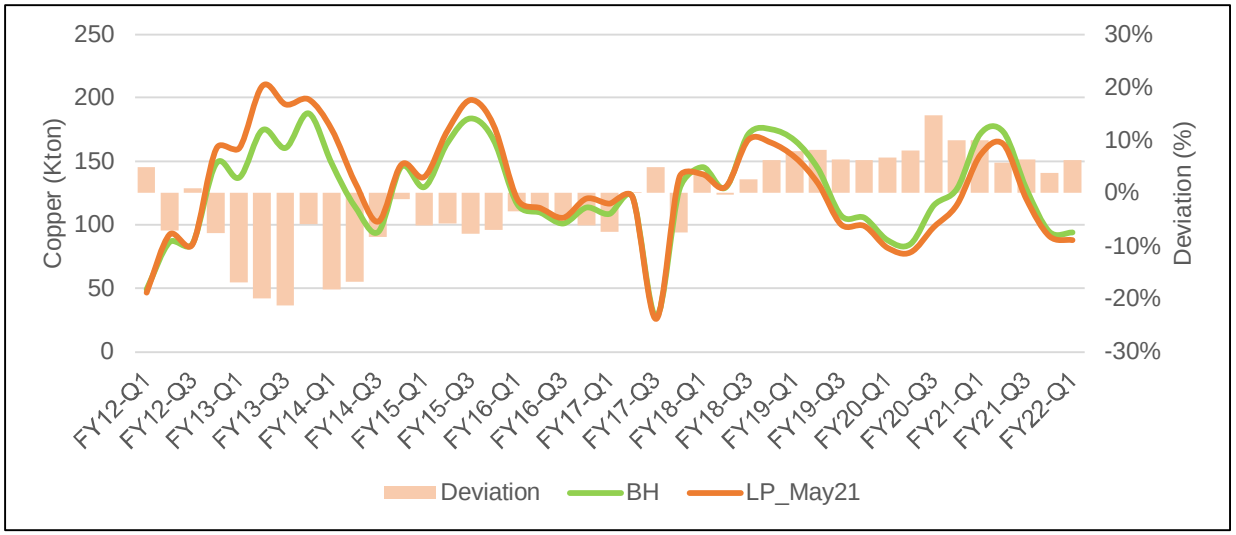
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Source: MEL (2022)

Figure 11-22: Total Copper Grade Reconciliation, Sulphide Escondida Norte

Figure 11-23 shows in-situ copper for quarterly periods with an unbiased performance with periods of underestimation and overestimation within a range of ±7%.



Source: MEL (2022)

Figure 11-23: In-situ Metal Reconciliation, Sulphide Escondida Norte

It is the opinion of the QP that the results of the reconciliation with deviations of less than 10% per quarter for tonnage, grade and in-situ metal, are acceptable for a model designed on an annual basis.

11.5 Cut-Off Grades Estimates

The 2022 mineral resources statement is based on the determination of mineable mineralisation suitable for processing under the assumptions that provide the framework for the Escondida life of asset plan (LoA) completed in November 2021 for June 2022 reporting (LoA23). The statement combines mineral resources from the Escondida and Escondida Norte deposits and is tabulated from volumes contained in the unsmoothed and optimised pit using the Learch Grossman algorithm determined using the May21

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Resource models, LOA23 mining and processing costs. The price was calculated for 3-year historic monthly third quartile: high-price: 3.04 US$/lb.

Chapter 16 contains the full analysis of the copper commodity price in which discussion of the validity of the commodity prices employed is presented. In the opinion of the QP for resources the selected price for resources is considered reasonable. The QP is of the opinion that the use of three calendar year mean of historic monthly third quartile to define mineral resources is considered appropriate as they are factual, objective, and transparent to the market.

Table 11-22: Cut-off Economic Inputs for Mineral Resources

Description	Units	Value
Mining - Base Cost	$/t material moved	0.87
Mining - Haulage Cost		Variable
Mining Loss	%	0
Mining Dilution	%	0
Ore Processing Cost - Milled Ore	$/t Ore Processed	7.10
Ore Processing Cost - Sulphide Bio Leach Ore	$/t Ore Processed	1.31
Ore Processing Cost - Acid Leached Oxide Ore	$/t Ore Processed	7.98
Metallurgical Recovery - Milled Ore	%	83
Metallurgical Recovery - Sulphide Bio Leach Ore	%	42
Metallurgical Recovery - Acid Leached Oxide Ore	%	62
Payable Cu - Milled Ore	%	96.65
Payable Cu - Sulphide Bio Leach Ore	%	100
Payable Cu - Acid Leached Oxide Ore	%	100
Cu Price	US$ / lb	3.04

Note: The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
Source: MEL (2022)

The cut-off for mineral resources estimation is based on applying all applicable costs as summarised in Table 11-22. .

The cut-off grade for Escondida and Escondida Norte was defined based on the material type and all applied costs and recovery:

- Sulphides: Cut-off grade is 0.25% TCu if chalcopyrite is less than 70% and 0.3% TCu if chalcopyrite is greater than 70%.
- Mixed: Cut-off grade was 0.30% TCu.
- Oxides: Cut-off grade is 0.20% SCu.

Table 11-23 shows the different cut-off grades for mineral type at Escondida and Escondida Norte.

Table 11-23: Mineral Zone Definition Criteria

Mineralisation Zone	Cut-off
Oxide	SCu >= 0.2%
Mixed	TCu <= 0.3%
Sulphide	TCu >= 0.25% & chalcopyrite < 70%
Sulphide	TCu >= 0.30% & chalcopyrite >= 70%

Source: MEL (2022)

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These cut-off grades were based on a break-even economic analysis, considering a low degree of confidence in the metallurgical test work of the low-grade material. Cost assumptions are determined as part of an annual planning cycle that is used to estimate the asset life production plan and subsequently the published ore reserves. These assumptions are described in Section 12.3.

11.6 Reasonable Prospects for Economic Extraction

Mineral resource estimates may be materially affected by the metallurgical recovery and the accuracy of the economic assumptions supporting Reasonable Prospects for Economic Extraction (RPEE) including metal prices, and mining and processing costs. The mineral resources presented are contained in a pit optimisation definition.

A nested pit analysis was performed on the geologic model using the three processing routes and the economic cut-offs described in Section 11.5. Additional optimisation parameters are shown in Table 12-5. The assumptions used for mineral resources and mineral reserves are the same, only the price change to the high-price: 3.04 US$/lb for mineral resources.

BHP constrained the statement of mineral resources to within an optimised pit shell produced in Whittle using the internal LG algorithm calculations. The optimised pit is designed to consider the ability of the “ore” tonnes to pay for the “waste” tonnes based on the input economics. The result is a surface or volume which constrains the resource but provides the RPEE at the mineral resources pricing revenue factor while utilising the current mineral reserves pricing for overall inputs. Pit optimisation inputs are noted as follows:

- Reserve based copper price of US$3.04/lb (delivered to client smelter)
- Revenue Factor of 1.00 = US$3.04/lb Cu pricing (delivered to client smelter)
- 10% premium to mineral reserves price and comparable with US$3.04/lb mineral resources price (delivered to client smelter).
- Variable metallurgical recovery by different rock type and processing route (see Chapter 14)
- Pit slope (variable pit wall angles)
- 0% mining dilution, 100% mining recovery
- Operating cost structure as seen in Table 11-22

The resource pit is then used as a reporting limit to exclude all tonnes from reporting which sit external to this pit shape. MEL notes that the mineral reserves (Section 12.2) is constrained by a reserve pit. This reserve pit generally sits within the resource pit, although it locally extends beyond the limits of the resource pit due to design constraints such as ramps. MEL also notes that the optimised pit for resource reporting is not limited by boundaries for mining infrastructure, and that no capital costs for movement or replacement of this infrastructure are assumed.

11.7 Resource Classification and Criteria

MEL has used conditional simulation models since 2007 as part of the mineral resources classification process. This methodology allows the inclusion of the following elements in the classification of mineral resources:

- Density and spatial location of the information (conditional data)
- Geological continuity (geological features that have been simulated)
- Grade continuity (grade distribution that has been simulated)

The uncertainty associated with drilling, sampling, chemical analysis, and geological mapping is controlled in the QA/QC plan explained in chapter 8, and the resulting database used as input for the resources classification, complies with this procedure. Conditional simulation allows the development of an uncertainty model to quantify the copper grade estimation uncertainty for monthly production volumes. The process used can be summarised as:

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- Perform conditional simulation models, for Geology and copper grade in a fine grid (5 x 5 x15 m).
- Re-block simulation models at SMU size (25 x 25 x15 m).
- Post process simulated grades to account for change of support, from a single SMU to monthly panel
- Uncertainty model calculation
- Threshold definition to produce preliminary resource classification
- Classification adjusted according to the local drilling pattern
- Mathematical smoothing using MAPS algorithm from CCG Alberta
- Final review, checks, and validations

For the FY21 Resource models, which are internally known as MLP22 and being those employed for the June 2022 declarations, the mineral resources categories are defined as follows:

- **Measured Resource:** Material which provides a prediction of the tonnes of recovered or saleable copper and grade with an accuracy of ± 10% on an annual basis and ± 15% on a quarterly basis with 95% confidence (for the mining method used at the planned capacity and at the planned cut-off grade).
- **Indicated Resource:** Material which provides a prediction of the tonnes of recovered or saleable copper and grade with an accuracy of ± 15% on an annual basis with 95% confidence (for the mining method used at the planned capacity and at the planned cut-off grade).
- **Inferred Resource:** Material which provides a prediction of the tonnes of recovered or saleable copper and grade with an accuracy of ± 25% on an annual basis with 95% confidence (for the mining method used at the planned capacity and at the planned cut-off grade).

Scaling factors for change of support between Quarterly and Monthly deviations were defined to adjust mineral resources classification criteria in order to comply with internal guidelines. These factors were applied to define measured and indicated categories. The reduction factor in deviations was applied as the uncertainty reduction factor and in this way the guideline was directly used to define thresholds in the uncertainty model to produce different resource categories. The uncertainty model was updated to 95% of probability instead of 90% used in previous version; Table 11-24 shows the uncertainty threshold for each kind of mineralisation.

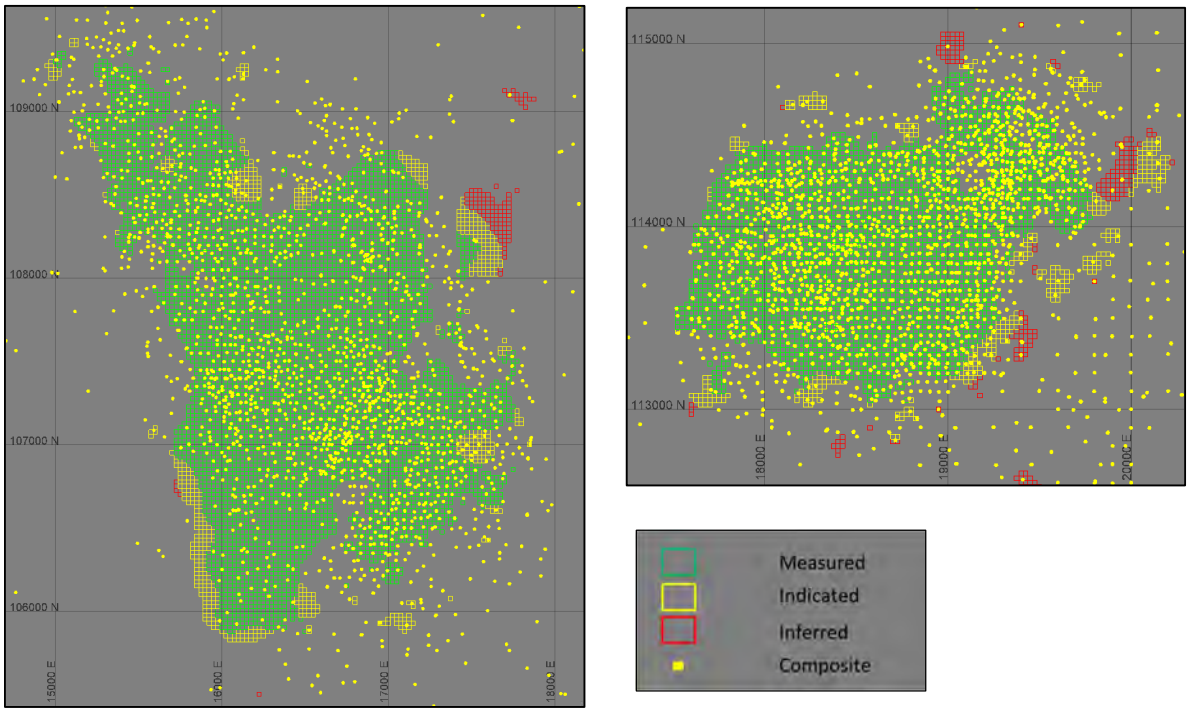
Table 11-24: Uncertainty Thresholds by Mineralisation

Category	Internal threshold	Uncertainty threshold for Sulphide	Uncertainty threshold for Oxide
Measured	±15% Quarterly @ 95% confidence ±10% Annually @ 95% confidence	Uncertainty (95%) ≤ 20%	Uncertainty (95%) ≤ 30%
Indicated	±15% Annually @ 95% confidence	20% < Uncertainty (95%) ≤ 30%	30% < Uncertainty (95%) ≤ 45%
Inferred	±25% Annually @ 95% confidence	Uncertainty (95%) > 30% (Interpolated)	Uncertainty (95%) > 45% (Interpolated)

Source: MEL (2022)

The thresholds were validated with historical reconciliations of the feed materials presented in figures 11-27 and 11-28. In the opinion of the QP, uncertainty thresholds used for mineral resources classification are adequate for a porphyry copper deposit, given the level of information and the extraction volume defined. Figure 11-24 shows the spatial configuration and drill hole arrangement for Escondida (left) and Escondida Norte (right).

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Source: MEL (2022)

Figure 11-24: Mineral Resources Classification and Data Density

Although MEL mineral resources classification methodology does not use a specific drilling pattern to define the different categories it is possible to calculate a nominal drilling pattern according to the commonly used formula in the industry:

$$Nominal\ Drilling\ Pattern = \sqrt{\frac{tonnage}{drill\ hole\ meters}}$$

Table 11-25 shows the nominal drilling pattern calculated for each one of the resource categories.

Table 11-25: Nominal Drilling Pattern

Category	Oxide	Mixed	Sulphide
Measured (mean)	40 x 40 m	45 x 45 m	60 x 60 m
Indicated (mean)	60 x 60 m	75 x 75 m	150 x 150 m
Inferred (maximum)	90 x 90 m	100 x 100 m	320 x 320 m

Source: MEL (2022)

11.8 Uncertainty

Mineral resources are not mineral reserves and do not necessarily demonstrate economic viability. There is no certainty that all or any part of these mineral resources will be converted into mineral reserves.

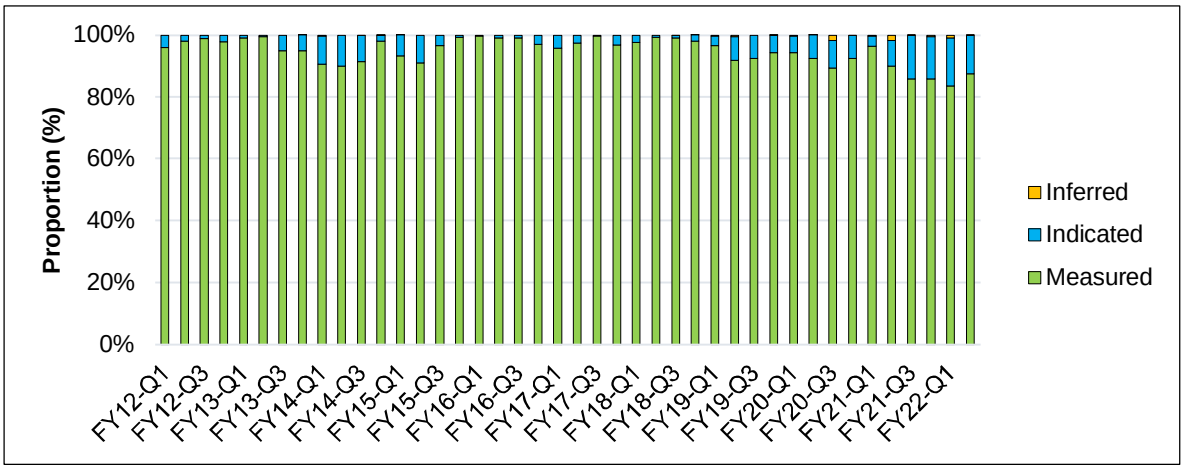
Inferred mineral resources are too speculative geologically to have economic considerations applied to them to enable them to be categorised as mineral reserves.

Mineral resources estimates may be materially affected by the quality of data, natural geological variability of mineralisation and / or metallurgical recovery and the accuracy of the economic assumptions supporting reasonable prospects for economic extraction including metal prices, and mining and processing costs.

Mineral resources may also be affected by the estimation methodology and parameters and assumptions used in the grade estimation process including top-cutting (capping) of data or search and estimation

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strategies although it is the QP's opinion that there is a low likelihood of this having a material impact on Figure 11-25 and Figure 11-26 show the mineral resources distribution by category for sulphide mineral mined during the last 10 years, showing that the majority corresponds to measured resources.



Source: MEL (2022)

Figure 11-25: Mined Sulphide Material by Mineral Resources Category, FY12 to FY22, Escondida



Source: MEL (2022)

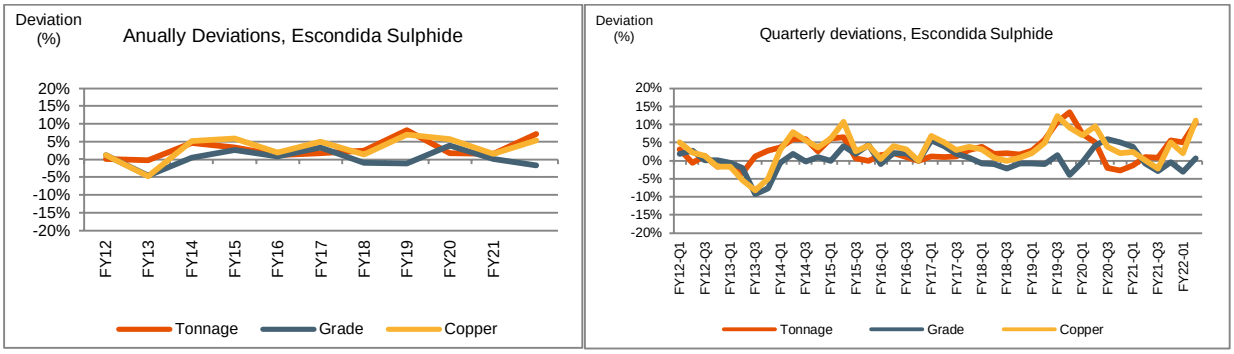
Figure 11-26: Mined Sulphide Material by Mineral Resources Category, FY12 to FY22, Escondida Norte

Figure 11-27 shows Escondida annually and quarterly deviation for tonnage, grade and in-situ copper. There is one annual period were the in-situ copper deviation is outside of accepted limit with 8% underestimation. Considering quarterly periods, FY13-Q1, FY-15-Q2 and FY-19-Q3 period shows in-situ copper deviation outside of the guideline used to define the measured category.

For the Escondida Norte case, Figure 11-28 only FY13 in-situ copper deviation outside of the guideline used to define the measured category shows there were no deviations outside of the limits used to define measured category.

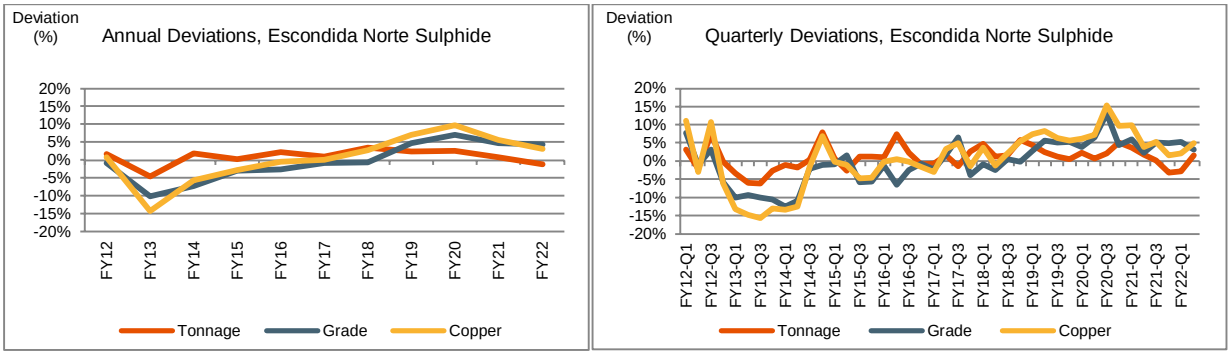
Based on the previous analysis, there is a high effectiveness of the measured Resource in adhering to its current definitions used during the resource classification process.

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Source: MEL (2022)

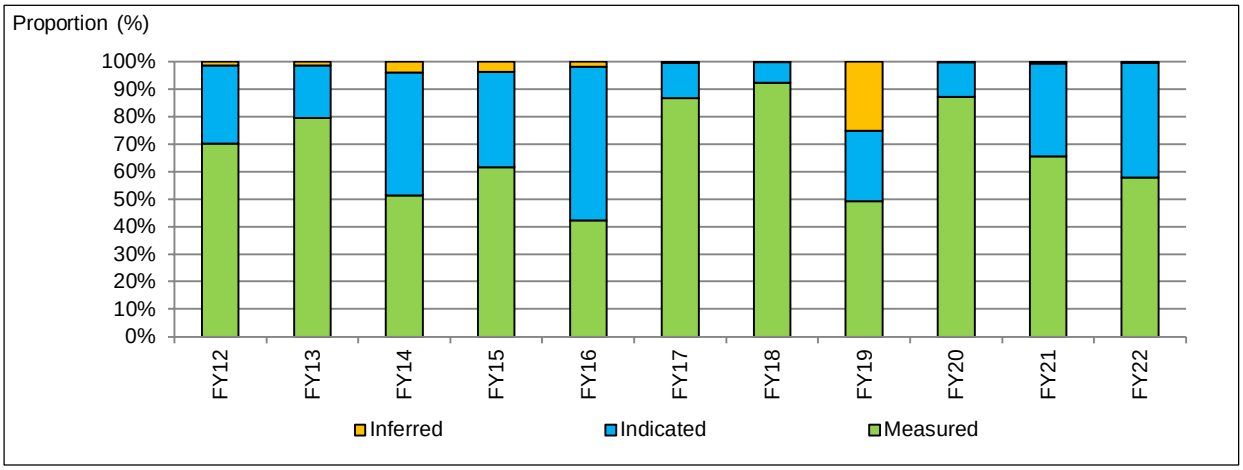
Figure 11-27: Escondida Sulphide Annual and Quarterly Deviations



Source: MEL (2022)

Figure 11-28: Escondida Norte Annual and Quarterly Deviations

Figure 11-29 shows the mineral resources classification proportions and the total mined ore for the Oxide and Mixed ore for the last 10 years. There were certain periods in which the measured resource exceeds 80%, decreasing the ability to quantify the effectiveness for measured category to produce estimation errors inside of the guidance used during the mineral resources classification process.



Source: MEL internal geology document. (2022)

Figure 11-29: Mined Oxide and Mixed Material by Mineral Resources Category, FY12 to FY22, Escondida Norte

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11.9 Mineral Resources Statement

The mineral resources statement is generated and summarised in accordance the SEC S-K 1300 Regulations. The tables are presented as follows:

- Mineral Resources Exclusive of Mineral Reserves corresponding to BHP's 57.7% ownership (Table 11-26);
- Mineral Resources Inclusive of Mineral Reserves corresponding to BHP's 57.5% ownership (Table 11-27);

The mineral resources Statement reflects BHP's ownership of the Escondida property through Minera Escondida Limitada as at June 30, 2022. This statement includes the Escondida and Escondida Norte deposits combined. The tables present a breakdown of the mineral resources by classification and material type, presenting on both an exclusive (of those mineral resources that have been converted to mineral reserves) and an inclusive basis.

Table 11-26: Escondida Property BHP Ownership Basis (57.5%) – Summary of Mineral Resources Exclusive of Mineral Reserves as of 30th June 2022

Copper Chile Escondida	Mining Method	Measured Resources		Indicated Resources		Measured + Indicated Resources		Inferred Resources	
		Tonnage	Quality	Tonnage	Quality	Tonnage	Quality	Tonnage	Quality
		Mt	%Cu	Mt	%Cu	Mt	%Cu	Mt	%Cu
Oxide	OC	4.0	0.48	5.0	0.47	9.0	0.48	2.0	0.75
Mixed	OC	4.0	0.53	9.0	0.44	13	0.47	11	0.49
Sulphide	OC	596	0.49	1,020	0.49	1,620	0.49	5,370	0.53
Escondida Total		**604**	**0.49**	**1,030**	**0.49**	**1,640**	**0.49**	**5,380**	**0.53**

Notes:
1 The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
2 Mineral resources are being first time reported in accordance with S-K 1300 and are presented for the portion attributable to BHP's economic interest. All tonnes and quality information have been rounded, small differences may be present in the totals.
3 Mineral resources are presented exclusive of mineral reserves.
4 Escondida, in which BHP has a 57.5% interest, is considered a material property for purposes of Item 1303 of S-K 1300.
5 Escondida point of reference for the mineral resources was mine gate.
6 Escondida mineral resources estimates were based on a copper price of US$3.04/lb.
7 Escondida mineral resources cut-off criteria used was Oxide ≥ 0.20% soluble Cu; Mixed ≥ 0.30% Cu; Sulphide ≥ 0.25% Cu for mineralisation assigned to be processed via leaching or ≥ 0.30% Cu for mineralisation assigned to be processed via the concentrator.
8 Escondida metallurgical recoveries for Oxide 62%; Mixed 42%; Sulphide 42% for material processed by leaching or 83% for material processed via the concentrator.

Table 11-27: Escondida Property BHP Ownership Basis (57.5%) – Summary of Mineral Resources Inclusive of Mineral Reserves as of 30th June 2022

Copper Chile Escondida	Mining Method	Measured Resources		Indicated Resources		Measured + Indicated Resources		Inferred Resources	
		Tonnage	Quality	Tonnage	Quality	Tonnage	Quality	Tonnage	Quality
		Mt	%Cu	Mt	%Cu	Mt	%Cu	Mt	%Cu
Oxide	OC	49	0.59	18	0.53	67	0.57	2.0	0.75
Mixed	OC	34	0.52	28	0.47	61	0.50	11	0.49
Sulphide	OC	2,910	0.59	2,160	0.51	5,070	0.56	5,370	0.53
Escondida Total		**2,990**	**0.59**	**2,210**	**0.51**	**5,200**	**0.56**	**5,380**	**0.53**

Notes:
1 The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee

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future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

2 Mineral resources are being first time reported in accordance with S-K 1300 and are presented for the portion attributable to BHP's economic interest. All tonnes and quality information have been rounded, small differences may be present in the totals.
3 Mineral resources are presented exclusive of mineral reserves.
4 Escondida, in which BHP has a 57.5% interest, is considered a material property for purposes of Item 1303 of S-K 1300.
5 Escondida point of reference for the mineral resources was mine gate.
6 Escondida mineral resources estimates were based on a copper price of US$3.04/lb.
7 Escondida mineral resources cut-off criteria used was Oxide ≥ 0.20% soluble Cu; Mixed ≥ 0.30% Cu; Sulphide ≥ 0.25% Cu for mineralisation assigned to be processed via leaching or ≥ 0.30% Cu for mineralisation assigned to be processed via the concentrator.
8 Escondida metallurgical recoveries for Oxide 62%; Mixed 42%; Sulphide 42% for material processed by leaching or 83% for material processed via the concentrator.

11.10 Discussion of Relative Accuracy/Confidence

In the QP's opinion, the relative accuracy, and therefore, confidence of the mineral resources estimates are deemed appropriate for their intended purpose of global mineral resources reporting and medium to long term mine planning studies. The factors influencing the accuracy and confidence, as stated in Section 11.7 are taken into consideration during classification of the model; and therefore, are addressed by the QP in the attributed mineral resources classification.

Mineral resources are not mineral reserves and do not necessarily demonstrate economic viability. There is no certainty that all, or any part, of this mineral resources will be converted into mineral reserves.

Inferred mineral resources are too speculative geologically to have economic considerations applied to them to enable them to be categorised as mineral reserves.

Mineral resources estimates may be materially affected by the quality of data, natural geological variability of mineralisation and/or metallurgical recovery and the accuracy of the economic assumptions supporting reasonable prospects for economic extraction including metal prices, and mining and processing costs.

11.11 Opinion on Influence for Economic Extraction

The QP is of the opinion that, with the recommendations and opportunities outlined in Section 23.1 (Recommended Work Programmes), any issues relating to all applicable technical and economic factors likely to influence the prospect of economic extraction can be resolved with further work.

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12 Mineral Reserves Estimate

12.1 Key Assumptions, Parameters, and Methods

MEL is a mature open pit operation with more than 30 years of operation. To generate a mineral reserves, we utilize the measured and indicated components of the mineral resources estimates and apply additional modifying factors to produce a mine plan which MEL uses as the basis of a mineral reserves declaration. Modifying factors include mining parameters, geological and geotechnical models, costs, and revenue.

Estimating the mineral reserves at MEL is part of an annual process that aims to optimise a large scale and complex operation comprising of three process routes (Concentrator, Sulphide, and Oxide Leaching), which are fed from two active pits. Each process route presents different copper grades, geo-metallurgical characteristics, and mining constraints. The overall process of Reserve development is provided graphically below in Figure 12-1.

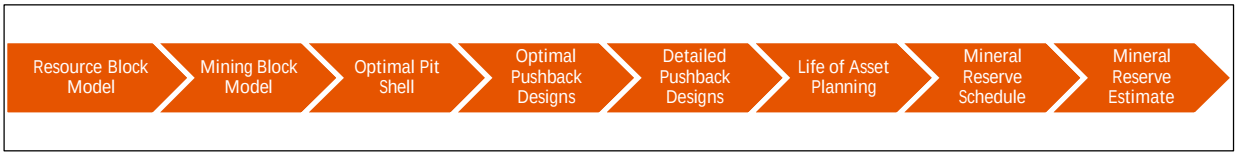


Figure 12-1: MEL Process for Mineral Reserves Estimation

Maps presented in this chapter use local mine coordinates derived from the PSAD-56 UTM projection.

The subsections below describe the ore Reserve estimation process.

12.1.1 Geologic Resource and Mining Models

The dimensions of the block model are shown in Table 12-1 for the Escondida Norte pit, and Table 12-2 for the Escondida pit. The principal variables of the block model used for mineral reserves are shown in Table 12-3.

Table 12-1: Block Model Dimensions – Escondida Norte Pit

Dimension	Minimum	Maximum	Block Size (m)	No. of Blocks
X	0	5,400	25	216
Y	0	5,450	25	218
Z	0	1,650	15	110

Source: MEL (2022)

Table 12-2: Block Model Dimensions – Escondida Pit

Dimension	Minimum	Maximum	Block Size (m)	No. of Blocks
X	0	7,400	25	296
Y	0	10,400	25	416
Z	0	2,160	15	144

Source: MEL (2022)

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Table 12-3: Principal Variables of the Block Model

Variable	Description
TCu	Total Copper (%)
SCu	Soluble copper (%)
Au	Gold (%)
Ag	Silver (%)
densidad	Dry Density
bwi	Bond Work Index (Kwh/ton)
spi	Sag Power Index (min)
rec_flc	Flotation recovery for Los Colorados concentrator (%)
rec_fls1	Flotation recovery for Laguna Seca Line 1 concentrator (%)
rec_fls2	Flotation recovery for Laguna Seca Line 2 concentrator (%)
rec_lixaci	Acid leach recovery (%)
rec_sl_350	Sulphide leach recovery (%)
Categ_Rec	Resource category

Source: MEL (2022)

MEL reports using financial years that start on 1st July and end the next year on 30th June of each year. The model starts on the 1st July 2022 (start of the FY23 financial year). The estimated depletion was based off the CY2021 May Forecast which includes approximately 12 months of forecasted movement. In the opinion of the QP any difference between the planned and actual start surface is not material.

A Mining Model was created from the Geologic Resource Model by applying dilution and mining recovery factors of 0% and 0% respectively. See Section 13.3.4 for further discussion.

12.2 Modifying Factors

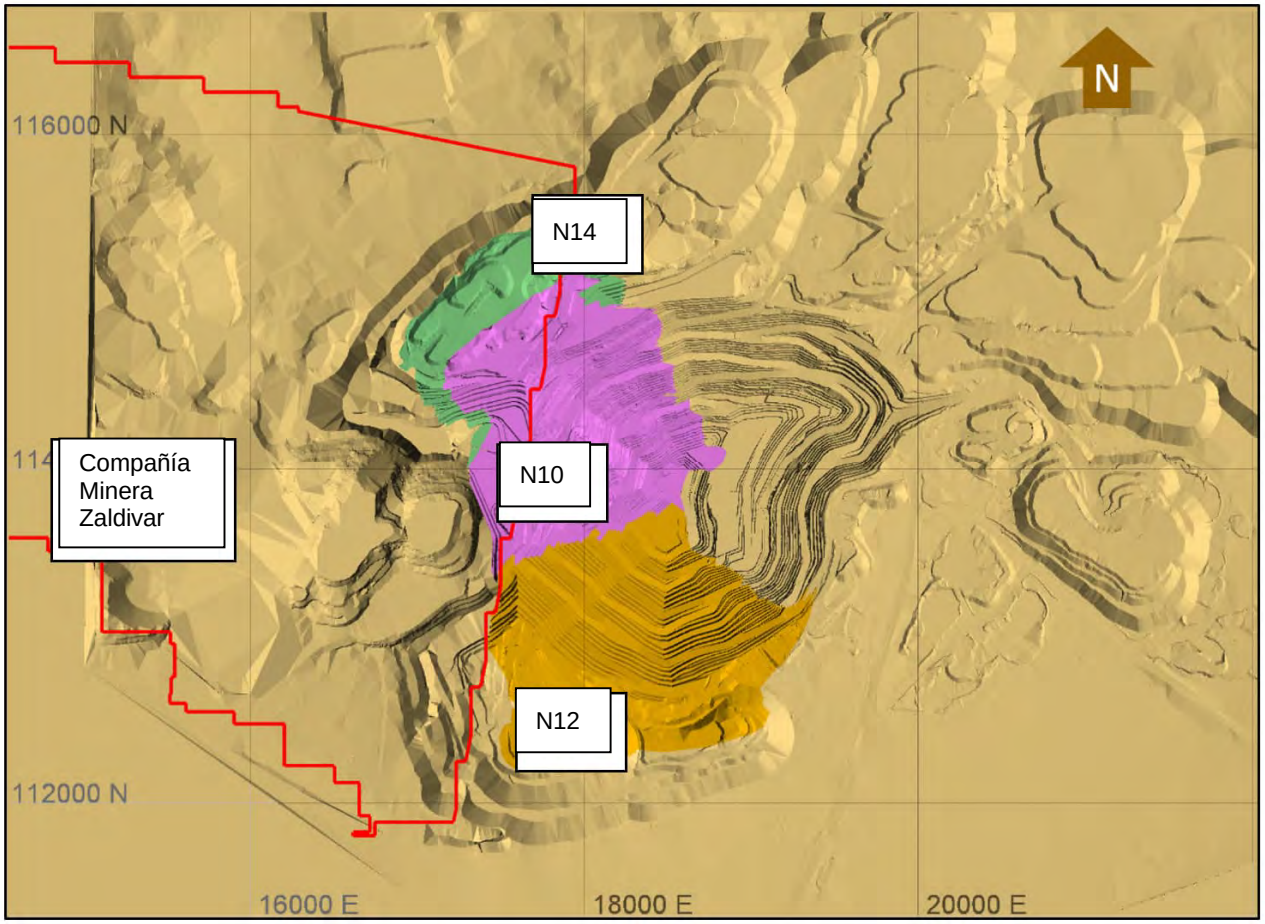
12.2.1 Property Limits

The Escondida pit falls completely within the MEL property limits.

The Escondida Norte pit shares a lease boundary with Compañía Minera Zaldivar (CMZ), this is a mine that is operated by Antofagasta Minerals. The shared boundary impacts Pushback N12, N10 and N14. All material in the CMZ lease is considered as waste when developing the optimal pit designs.

CMZ and MEL have historic agreements in place with regards to CMZ accessing areas that fall within the MEL property, as well as MEL gaining access to portions of the Escondida Norte pit that fall within the CMZ mine property.

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Source: MEL (2022)

Figure 12-2: Escondida Norte Pit and the Compañía Minera Zaldivar Lease Boundary

12.2.2 Project Constraints

The mining project boundary isn't limited by existing infrastructure; however, there are several projects that enable the final boundary to be reached.

- Los Colorado Concentrator Removal
- Truck Shop Removal
- Hamburgo Tailings Removal

Los Colorado Concentrator Demolition

The Los Colorado Concentrator is the original concentrator at MEL. As the pit has expanded this concentrator is required to be removed to access the ore underneath it. In the SEC mine plan, the final year of operation for this concentrator is FY27. A replacement of this concentrator is not included in this plan, however concentrators Laguna Seca Lines 1 and 2 are expected to continue to operate. Once removed access into PL2s/PL2n and subsequent pushbacks is available.

Truck Shop Removal

The current Truck Shop where the maintenance of the trucks is carried out it located adjacent to the Los Colorado Concentrator and must be removed to access the ore underneath it. Once removed access into PL2s and subsequent pushbacks is available. A new truck shop is planned to replace the one that has been removed.

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Hamburgo Tailings Removal

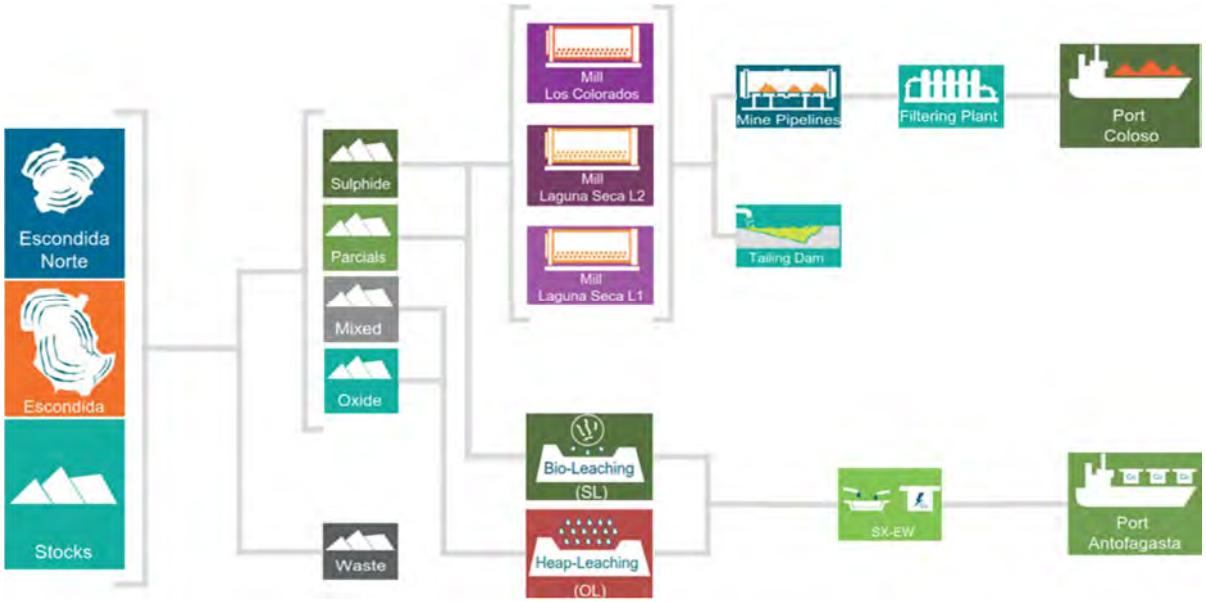
The Hamburgo tailings deposit is located at the southeast end of the Escondida pit. It is required to be removed to access the pushbacks E8 and PL5s, PL6s, PL7s. E8 is the initial pushback that is enabled from the removal of the Tailings, and this pushback is planned for FY50.

12.2.3 Processing

Material is mined from two open pits; Escondida and Escondida Norte, using truck and shovel mining methods (described in further detail in Chapter 13) and sent to one of three processes (see Figure 12-3):

- Concentrators (Consisting of three separate concentrators; Los Colorados, Laguna Seca Line 1, Laguna Seca Line 2)
- Sulphide Bioleaching
- Acid Leaching

Product is then sent via a pipeline (in the case of concentrators) or sent via railways (in the case of Cathodes) to ports near the city of Antofagasta for export.



Source: MEL (2022)

Figure 12-3: Sources and Actual Destination Flowsheet

12.2.4 Commodity Prices Used

The copper price and used for the pit optimisation and economic cut-off analysis was: 2.79 US$/lb.

The historic price of copper since the mid 2000's has average approximately 3.5 US$/lb. External forecasts project a shortage of copper supply over the next 10 years as demand grows, while supply is forecast to drop from existing mines, resulting in an expected long-term price (2032 onwards) to be above 3.50 US$/lb (real$ 2022), which is higher than the price used in the current reserves estimation process (2.79 US$/lb).

Chapter 16 contains the full analysis of the copper commodity price in which discussion of the validity of the commodity prices employed is presented. In the opinion of the QP for reserves the selected price for reserves is considered reasonable.

12.2.5 Cut-off Grade Estimate

The cut-off grades (COG) used to differentiate waste from mineralised ore are 0.3% of total copper for the Sulphide (concentrator feed) and 0.25% of total Copper and less than 70% of Chalcopyrite for Sulphide Leach (ROM sulphide leach feed) reserves whereas for the Oxide (acid heap leach) feed reserves are reported above 0.2% Acid soluble copper. These cut-off grades are based on economic analysis and assume open-pit extraction and concentrator, ROM or heap leach processing alternatives as per the current operation. Since the material fed to concentrator and sulphide leach processes are sourced from the same ore body, MEL employed a variable cut-off grade (VCOG) to determine the ore destination that provides maximum value.

The cut-off grades are based on copper content only. Material processed through the concentrators also contains gold and silver, from which MEL generates revenue. The gold and silver revenues have been included in the financial model (Chapter 19), however they are excluded from the cut-off grade calculation. This is considered to be a relatively conservative method of applying the cut-off.

12.2.6 Cut-off Grade Calculation for Mill

The parameters in Table 12-4 used to calculate the value of sending the material to the mill. If the value is greater than zero, the material can be considered for processing. In addition, it was considered for processing if it had a solubility index less than 0.8.

Table 12-4: Copper Concentrator COG Parameters

Variable	Units	Value	Additional Information
Payable metal in concentrate dispatched from site	%	96.65	
Mill recovery	%	83	Life of Mine (LoM) Average.
Indicative site costs			
Mining cost	$/t material moved	0.87	
Hauling cost		Variable	
Mill Processing cost	$/t of Ore Processed	7.10	
Mill Selling cost	$/t of Saleable Cu	359	
Administration and overheads cost	$/t of Saleable Cu	838	

Note: The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
Source: MEL (2022)

The Mill Cut-off Grade (COG) for the Concentrator is shown below:

$$Mill\ CoG = \frac{(MiningCost + ProcessingCost)}{(SellingPrice - SellingCost) * Recovery * Payability}$$

Based on the above equation, the Mill cut-off is 0.23%. The cut-off used to calculate the mineral reserves, is 0.20%. The mill and sulphide bioleaching use the same material for processing, so we use a variable cut-off grade to maximum value between the mill and leaching processes. The minimum cut-off grade is 0.2% and greater than the variable cut-off grade.

12.2.7 Cut-off Grade Calculation for Sulphide Bioleaching Process

The parameters in Table 12-5 are used to calculate the value of sending the material to the Sulphide Bioleaching. If the value is greater than zero, the material can be considered for processing.

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Table 12-5: Sulphide Bioleaching COG Parameters

Variable	Units	Value	Additional Information
Payable	%	100.0	
Leaching recovery	%	42	Life of Mine (LoM) Average.
Indicative site costs			
Mining cost	$/t material moved	0.87	
Hauling cost		Variable	
Processing cost	$/t of ROM ore	1.31	
Mill Selling cost	$/t of Saleable Cu	441	
Administration and overheads cost	$/t of Saleable Cu	838	

Note: The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
Source: MEL (2022)

The Sulphide Bioleaching Cut-off Grade (COG) is shown below:

$$Sulphide\ Bio\ Leaching\ CoG = \frac{(MiningCost + ProcessingCost)}{(SellingPrice - SellingCost) * Recovery * Payability}$$

Based on the above equation, the Sulphide Bioleaching Cut-off Grade is 0.21%. The cut-off used to calculate the mineral reserves, is 0.25%.

12.2.8 Cut-off Grade Calculation for Acid Leaching Process

The parameters in Table 12-6 are used to calculate the value of sending the material to the acid leaching process. If the value is greater than zero, the material can be considered for processing.

Table 12-6: Acid Leaching COG Parameters

Variable	Units	Value	Additional Information
Payable	%	100.0	
Leaching recovery	%	62	Life of Mine (LoM) Average.
Indicative site costs			
Mining cost	$/t material moved	0.87	
Hauling cost		Variable	
Processing cost	$/t of ROM ore	7.98	
Mill Selling cost	$/t of Saleable Cu	661	
Administration and overheads cost	$/t of Saleable Cu	838	

Notes: 1) Selling cost includes solvent extraction-electrowinning and transport.
2) The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
Source: MEL (2022)

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The Acid Leaching Cut-off Grade (COG) is shown below:

$$Acid\ Leaching\ CoG = \frac{(MiningCost + ProcessingCost)}{(SellingPrice - SellingCost) * Recovery * Payability}$$

Based on the above equation, the Acid Bioleaching Cut-off Grade is 0.35%. The cut-off used to calculate the mineral reserves, is 0.35%.

For ore to be routed to the mill in this study, the following criteria had to be met:

- A mineral resource classification of either measured or indicated
- A mill value greater than or equal to zero
- Does not exceed the feed limit which is based on the design and historical data
- Does not exceed the limit of the crushing circuit which is based on rock hardness and the design and historical data of the crushing circuit
- Concentrator metallurgical recovery is based on mineralogical data in the block model and historical performance data

For ore to be routed to the Sulphide bioleaching pad in this study, the following criteria had to be met:

- A mineral resources classification of either measured or indicated
- A leach value greater than or equal to zero
- Less than 70% of Chalcopyrite ore
- Limited by the electrowinning process to 200k tonnes of copper produced per year

For ore to be routed to the Acid Leaching in this study, the following criteria had to be met:

- A mineral resources classification of either measured or indicated
- A leach value greater than or equal to zero
- Clay content does not exceed 17%
- Limited by the electrowinning process to 150,000 t of copper produced per year

12.2.9 Pit Optimisation

A pit optimisation analysis was carried out using Blasor software, an internally developed software programme. The purpose of pit optimisation work is to determine the economic shell that can be mined using open pit methods. The optimum result is to mine as much of the resource as economically possible.

Blasor uses the Lerchs-Grossman algorithm for pit optimisation. It employs a series of geometric assumptions (related to pit slope angles) and economic assumptions (price, recovery, mining, and processing costs) to determine the three-dimensional shape that yields the maximum profit under those assumed conditions. Individual blocks in the model are assigned the net revenue the block generates, from its recoverable copper, after mining processing and smelting costs have been deducted. Waste blocks have a negative value; ore blocks will generally generate positive revenue.

The Lerchs-Grossman algorithm is an industry standard algorithm. The Optimised Reserve pit is defined based on the mineral resources excluding inferred resources. In addition, the historical prices and costs for the past 3 years are used to define the limits for the public reporting of mineral reserves. Pit slope parameters for the pit optimisation were developed as described below with additional detail provided in Section 13.2. The design slopes were adjusted to account for anticipated haul road locations.

Geotechnical evaluation defined different geotechnical parameters for the Escondida and Escondida Norte pit slope designs. Recommendations for geotechnical slope angles are defined in terms of Inter-Ramp Angles (IRA), global angle, bench face angle, width ramp and considerations in terms of height and geometry of design. To reduce the risk associated with the vertical interaction between phases, and to mitigate wall failures between pushbacks, the geotechnical design includes a catch berm (step out) every

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10 benches for single benching and a catch berm every five benches for double benching. It is considered good practice to build a containment berm on the crest of the step-out, and if possible, at the toe of the bench face. The minimum height of the parapet wall should be 2m, (1/2 of height wheel of trucks).

A nested pit analysis was performed on the geologic model using the three processing routes and the economic cut-offs described in Section 12.3. Additional optimisation parameters are shown in Table 12-7.

Table 12-7: Pit Optimisation Economic Inputs

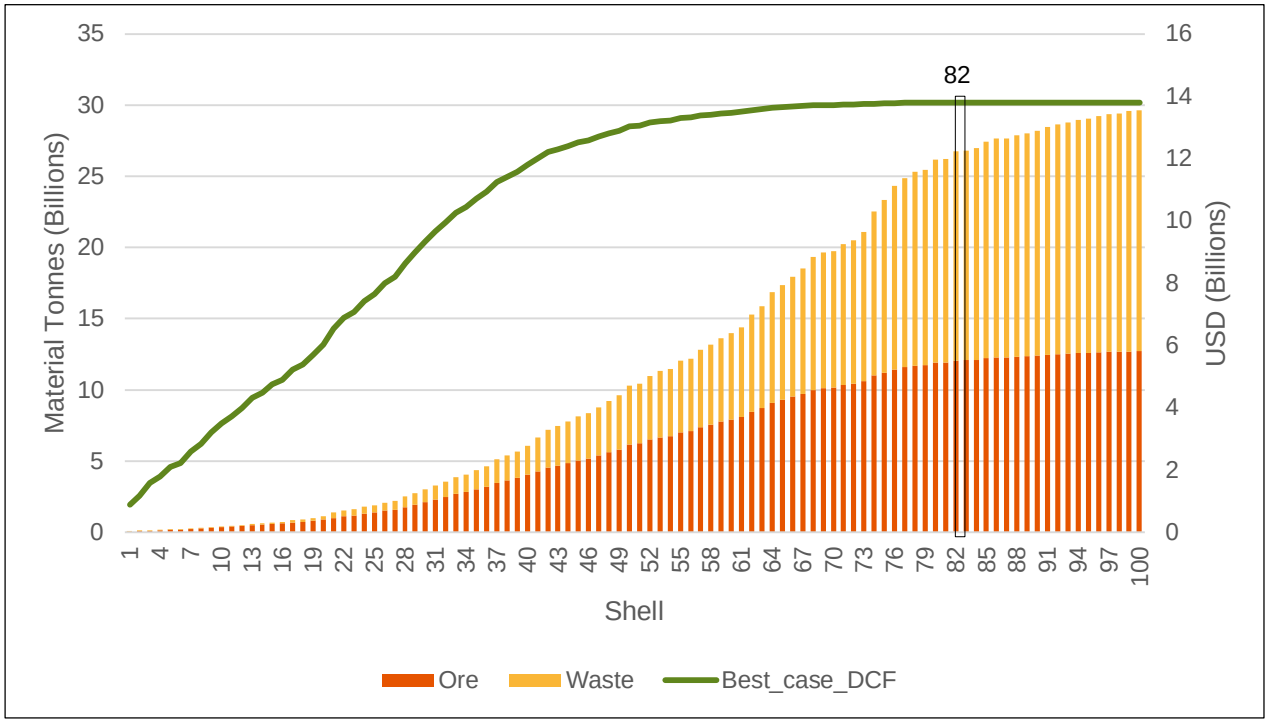
Description	Units	Value
Mining - Base Cost	$/t material moved	0.87
Mining - Haulage Cost		Variable
Mining Loss	%	0
Mining Dilution	%	0
Ore Processing Cost - Milled Ore	$/t Ore Processed	7.10
Ore Processing Cost - Sulphide Bio Leach Ore	$/t Ore Processed	1.31
Ore Processing Cost - Acid Leached Oxide Ore	$/t Ore Processed	7.98
Metallurgical Recovery - Milled Ore	%	83*
Metallurgical Recovery - Sulphide Bio Leach Ore	%	42*
Metallurgical Recovery - Acid Leached Oxide Ore	%	62*
Payable Cu - Milled Ore	%	96.65
Payable Cu - Sulphide Bio Leach Ore	%	100
Payable Cu - Acid Leached Oxide Ore	%	100
Cu Price	US$ / lb	2.79

Notes: 1) * variable recovery curves is applied to each block and material type
2) Note: The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
Source: MEL (2022)

Figure 12-4 and Figure 12-5 show how each pit reacts to different Revenue Factors (RF), with a Revenue Factor of 1 corresponding to the copper price outlined in Chapter 16. The selected optimal pits for both Escondida and Escondida Norte are 82 and 72 respectively, which represent RF of 0.92 and 0.82 respectively. These pits correspond to the point where the discounted cash flow starts to flatten out. Pits after the selected point do not add significantly more value.

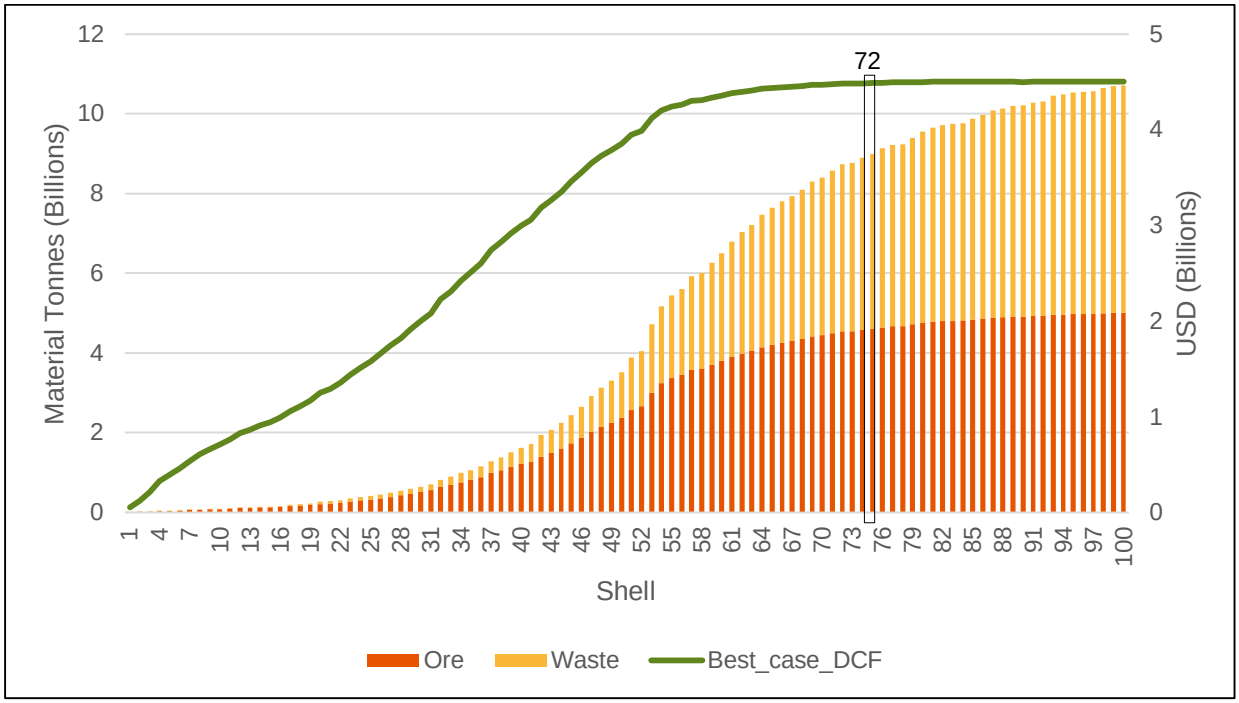
Ultimate pits were designed for which were based on the selected pit shells the geotechnical design parameters outlined Escondida and Escondida Norte. The final pit designs in the context of the overall mine site are presented in Figure 13-16 (Chapter 13).

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Note: The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
Source: MEL (2022)

Figure 12-4: Optimal Pit Selection for Escondida Pit



Note: The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
Source: MEL (2022)

Figure 12-5: Optimal Pit Selection for Escondida Norte Pit

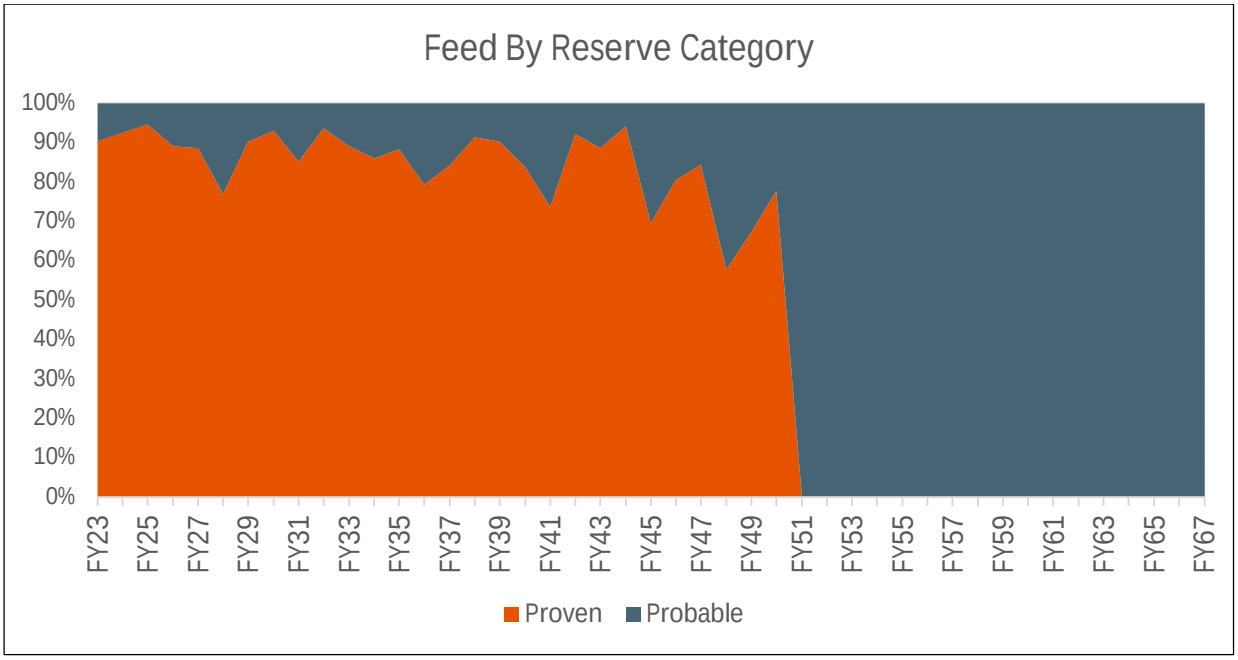
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12.3 Mineral Reserves Classification and Criteria

Generally, the approach to classifying mineral reserves is to convert measured mineral resources to proven mineral reserves and Indicated mineral resources to probable mineral reserves based on the modifying factors. MEL has taken this approach for all mineral reserves up until FY50 in the mine plan, with all mineral reserves being classified as probable after this year.

In FY50 MEL is required to renew surface rights and in addition we expect to be approaching the final approved limit of the tailings dam. To raise the tailings dam wall higher a new Environmental Impact Study (EIA) will be required. The Qualified Person has no reason to think either of these rights and approvals will not be obtained; however, given how far in the future they occur, we have chosen out of an abundance of caution to reflect the increased uncertainty by classifying measured mineral resources as probable mineral reserves after FY50.

The mineral reserves by Category can be seen in and Figure 12-6.



Source: MEL (2022)

Figure 12-6: Feed by Reserve Category to Process

12.4 Material Risks Associated with the Modifying Factors

The QP has identified the following material risks associated with the modifying factors:

- Product Sales Price:
  - The copper price expected for the sale of copper concentrates and cathodes is based on three calendar-year average of historical monthly median values as explained in Chapter 16. There is considerable uncertainty about how future supply and demand will change which will materially impact future copper prices. The reserve estimate is sensitive to the potential significant changes in revenue associated with changes in copper concentrate/cathode prices.
- Mining Dilution and Mining Recovery:
  - The mining dilution estimate depends on the accuracy of the resource model as it relates to internal waste dilution/dikes identification. Due to the spacing of the resource drill holes, it is not possible to identify all of the waste dikes the operation will encounter in the future. If an increased number of waste dikes are found in future mining activities, the dilution may be greater than estimated because there will be more ore blocks in contact with waste blocks. This would potentially introduce more waste into the plant feed, which would decrease the

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feed grade, slow down the throughput and reduce the metallurgical recovery. A potential mitigation would be to mine more selectively around the waste dikes, although this would result in reduced mining recovery.

- Impact of Currency Exchange Rates on Production Cost
  - Differences in the actual exchange rate compared to the assumed rate in the model could potentially change the mineral reserves estimates.
- Geotechnical Parameters:

  Geotechnical parameters used to estimate the mineral reserves can change as mining progresses. Local slope failures could force the operation to adapt to a lower slope angle which would cause the strip ratio to increase and the economics of the pit to change.
- Processing Plant Throughput and Yields:
  - The forecast cost structure assumes that all processing plants remain fully operational and that the estimated recovery assumptions are achieved. If one or more of the plants does not operate in the future, the cost structure of the operation will increase. If the targeted recovery is not achieved, concentrate production will be lower. Both of these outcomes would adversely impact the mineral reserves.

12.5 Mineral Reserves Statement

Based on the modifying factors discussed in this section the mineral reserves is listed in Table 12-8 on a BHP 57.5% ownership basis.

Table 12-8: Escondida Property BHP Ownership Basis (57.5%) - Summary of Mineral Reserves as at 30th June 2022

Copper Chile Escondida	Mining Method	Proven Reserves		Probable Reserves		Total Reserves	
		Tonnage	Quality	Tonnage	Quality	Tonnage	Quality
		Mt	%Cu	Mt	%Cu	Mt	%Cu
Oxide	OC	75	0.57	31	0.51	106	0.55
Sulphide	OC	1,560	0.70	939	0.56	2,500	0.65
Sulphide Leach	OC	755	0.46	197	0.40	952	0.45
Escondida Total		**2,390**	**0.62**	**1,170**	**0.53**	**3,560**	**0.59**

Notes:

1 The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

2 Mineral reserves are being first time reported in accordance with S-K 1300 and are presented for the portion attributable to BHP's economic interest. All tonnes and quality information have been rounded, small differences may be present in the totals.

3 Escondida, in which BHP has a 57.5% interest, is considered a material property for purposes of Item 1303 of S-K 1300.

4 Escondida point of reference for the mineral reserves was mine gate.

5 Escondida mineral reserves estimates were based on a copper price of US$2.79/lb.

6 Escondida mineral reserves cut-off criteria used was Oxide ≥ 0.20% soluble Cu. For Sulphide ≥ 0.30% Cu and where greater than the variable cut-off of the concentrator. Sulphide ore is processed in the concentrator plants as a result of an optimised mine plan with consideration of technical and economic parameters in order to maximise net present value. Sulphide Leach ≥ 0.25% Cu and 70% or less of copper contained in chalcopyrite and lower than the variable cut-off grade. Sulphide leach ore is processed in the leaching plant as an alternative to the concentrator process.

7 Escondida metallurgical recoveries for Oxide 62%; Sulphide Leach 42%; Sulphide 42% for material processed by leaching or 83% for material processed via the concentrator.

12.6 Discussion of Relative Accuracy/Confidence

It is the QP's opinion that the accuracy of the modifying factors are with the plus or minus 25% as defined in the SEC S-K 1300 Regulations for a PFS level study.

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13 Mining Methods

13.1 Selected Mining Method

MEL is a mining operation that uses conventional open pit methods to extract mineral reserves containing economic quantities of copper to produce both cathodes and copper concentrates. The mineral reserves are based on the LOM plan which only considers open pit mining.

Maps presented in this chapter use local mine coordinates derived from the PSAD-56 UTM projection.

13.2 Production Tasks

Since the start of operations at MEL, the mine has operated using an open pit mining method, utilising trucks, and shovels/excavators. This method is suited to the large copper porphyry deposits mined by MEL as the deposits are low grade, high tonnage and located relatively close to the surface.

Since this is an established operation, the deposit, mining, metallurgy and processing, and environmental aspects of the project are well understood. The geological knowledge for MEL is based on the collective experience of personnel from MEL's site operations geology, mining, metallurgy, and other technical disciplines gained during the history of the operations. This knowledge is supported by years of production data at MEL.

13.2.1 Drill and Blast

The mining operation begins with the drilling process; drill samples are sent to an assay laboratory for analysis. The assay results are used to mark out zones of ore, leach, and waste rock, which are mined separately. The current drilling equipment is outlined in Table 13-7.

13.2.2 Waste Removal and Storage

After the blasting is completed, ore and waste are mined by excavators loading onto trucks. The current fleet is outlined in Table 13-7. Overburden and waste loads can be used for fixing roads, building ramps, or simply placed on the Overburden Storage Facility (OSF).

13.2.3 Ore Removal and Transport

There are three destinations for ore based on the processing method to include mill, sulphide bio leach, and acid leaching.

Ore being sent to the Mills is sent to one of two locations, the Los Colorados plant which is adjacent to the Escondida pit, or Laguna Seca Line 1 / Line 2 plants located approximately 6km south of the Escondida pit. Ore coming from the Escondida pit being sent to Los Colorados is sent to Crusher 1 (with a capacity of 4,500 tonnes per hour [tph]) and then transported by conveyor to Los Colorados. Ore coming from Escondida pit being sent to Laguna Seca Line 1 or Line 2 is sent to Crusher 2 (capacity of 7,420tph) or Crusher 3 (capacity of 9,330 tph) and then via one of two conveyors to Laguna Seca Line 1 or Line 2. Ore from Norte pit is sent from Crusher 5 (capacity of 9,330 tph) and transported to either Los Colorados or Laguna Seca Line 1.

Ore being sent to Sulphide Bioleaching is sent via trucks to the ROM pad located 8 km east of the Escondida pit / 6 km southeast of the Escondida Norte pit. This pad has a design capacity of ~1,600 Mt.

Acid Leaching Ore is taken via trucks to Crusher 4 (capacity of 5,000tph), it then undergoes secondary and tertiary crushing and finally agglomeration before being sent via conveyor to be placed on the dynamic pad approximately 7km to the Northwest of the Escondida pit.

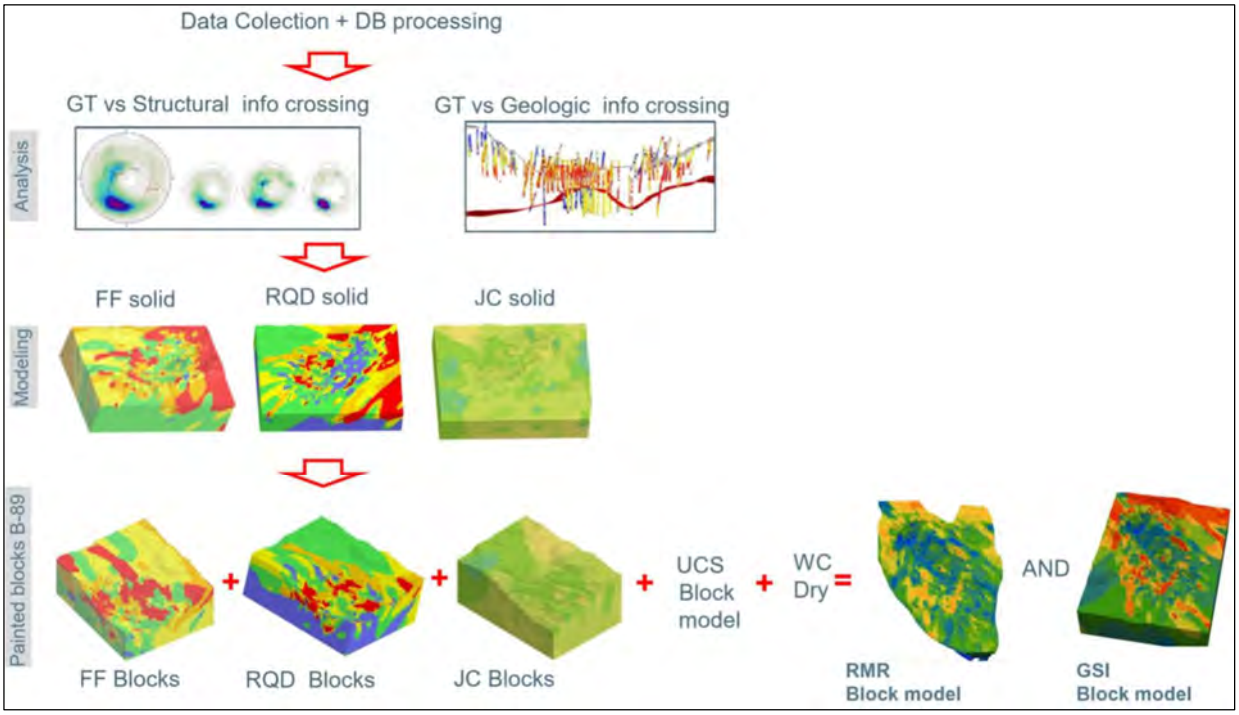
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13.3 Additional Parameters Relevant to Mine Designs and Plans

13.3.1 Geotechnical Models

From the geotechnical logging of drilling, geotechnical parameters were obtained, such as resistance of the rocky matrix (Intact Rock Strength [IRS]), degree of fracturing (RQD and FF), additionally the condition of the discontinuities (continuity, opening, roughness, filling, alteration of walls) to determine the RMR89 (rock mass rating Bieniawski) dry condition, which are incorporated in the geotechnical block models for Escondida and Escondida Norte with spatial variability in each of the variables (GSI, FF, RQD, RMR89 each lithology-alteration unit had a fixed value of GSI (geological strength index) or RMR89 calibrated to better represent the observed failure mechanisms.

The current geotechnical model is developed by Interpolation with the Reverse at Distance (RBF) method using Leapfrog tool, applying structural anisotropy for interpretation, with a basis of geological conceptualisation. Figure 13-1 shows an overview of the process to crease these models.



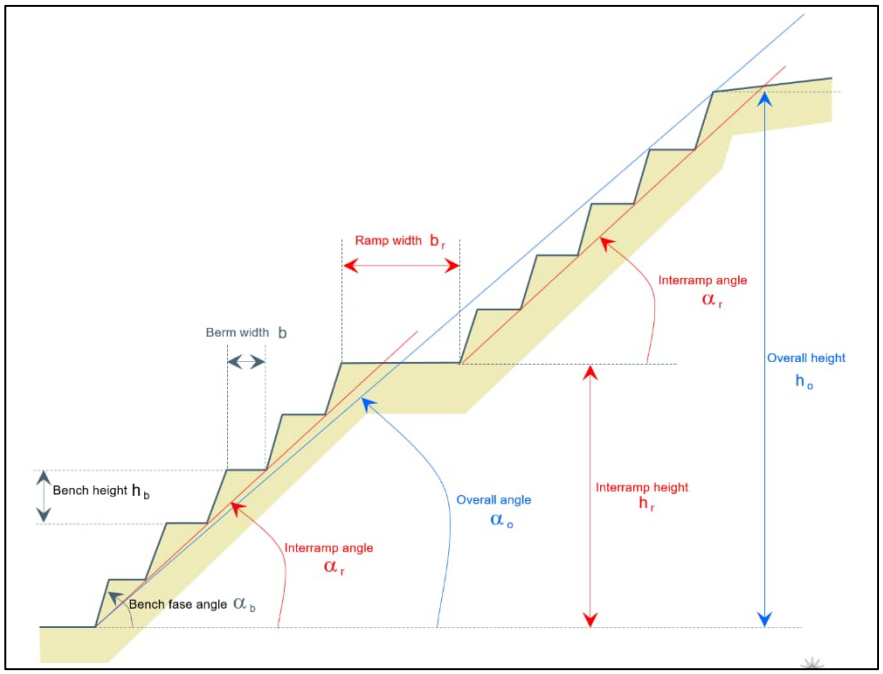
Source: MEL (2022)

Figure 13-1: Geotechnical Estimate Flowsheet

Geotechnical evaluation has defined different geotechnical parameters for the Escondida and Escondida Norte pit slope designs. Recommendations for geotechnical slope angles are defined in terms of Inter Ramp Angles (IRA), global angle, bench face angle, ramp width, and considerations in terms of height and geometry of design. In order to reduce the risk associated with the vertical interaction between phases, and to mitigate wall failures between pushbacks, the geotechnical design includes a catch berm (step out) every 10 benches for single benching and a catch berm every 5 benches for double benching. It is considered good practice to build a containment berm on the crest of the step-out, and if possible, at the toe of the bench face. The minimum height of the parapet wall should be 2 m, (1/2 of height wheel of trucks).

The mine design parameters applied for the Escondida and Escondida Norte mine pit pushbacks are summarised in Figure 13-1 and Table 13-1. Figure 13-2 and Figure 13-3 show the IRA for Escondida and Escondida Norte pits, respectively.

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Source: MEL (2022)

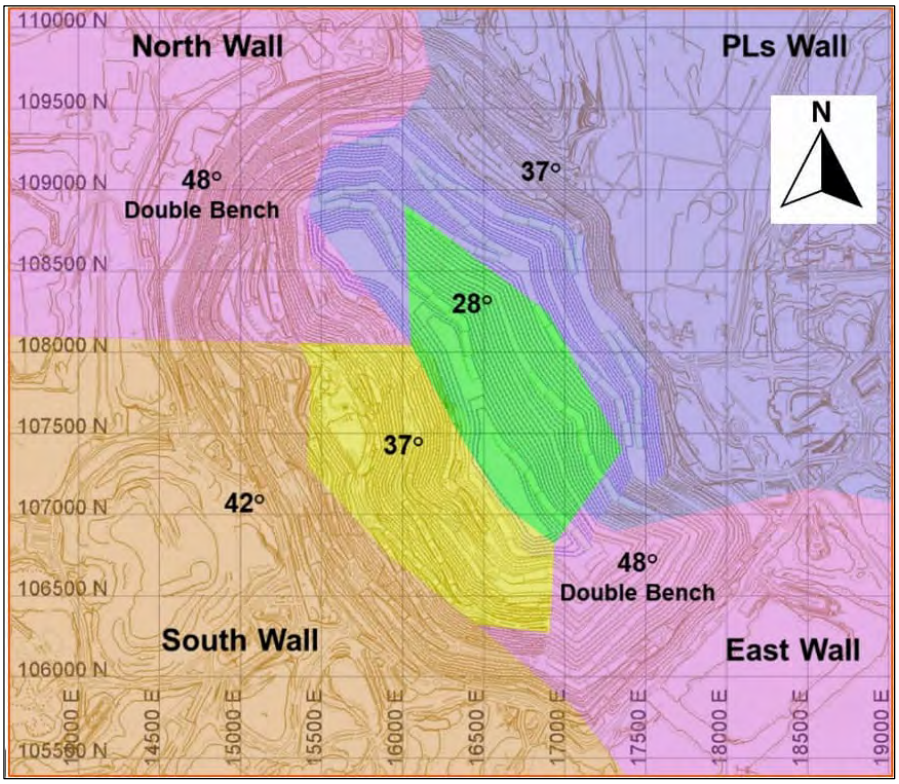
Figure 13-2: Geotechnical Definitions

Table 13-1: Mine Design Parameters

Design Parameters	Dimensions
Minimum mining width (pushback)	150 m
Escondida pit bench height	15 m (single benching)
Escondida Norte pit bench height	15 m (single benching) and 30m (double benching)
Bench face angle	70° (single benching) y 72° (double benching)
Haul road maximum grade	10%
Maximum curve radius	21 m
Haul road width	40 m
Inter-ramp angle	Variable by sector, based on geotechnical criteria
Berm width	Variable, according to inter-ramp angle and bench interval

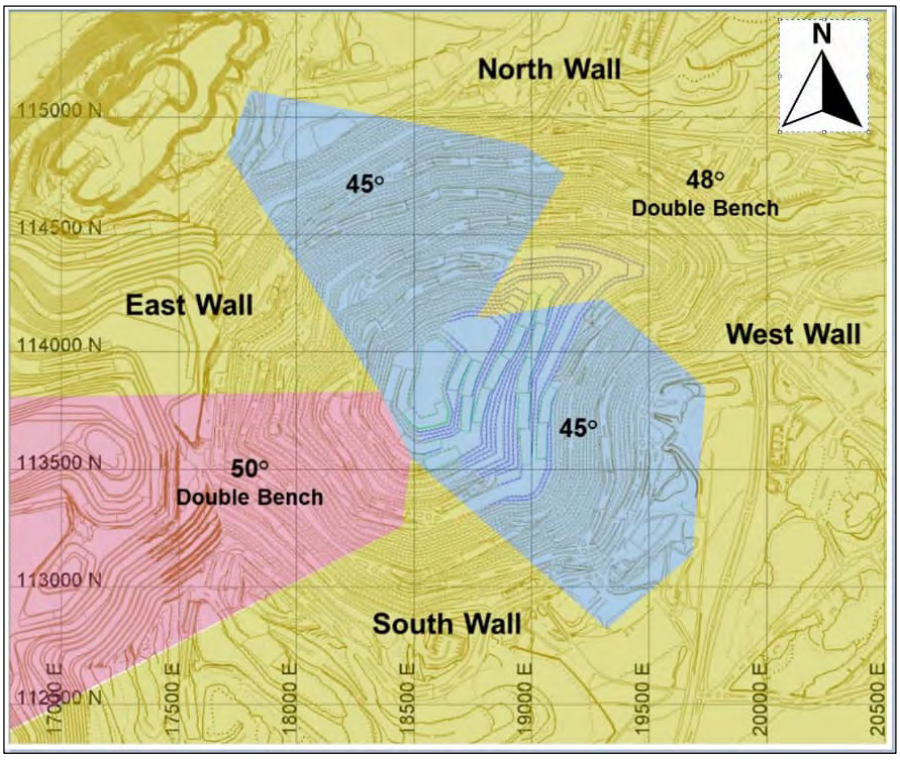
Source: MEL (2022)

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Source: MEL (2022)

Figure 13-3: Escondida Pit Operational IRA (ToR 23)



Source: MEL (2022)

Figure 13-4: Escondida Norte Pit Operational IRA (ToR 23)

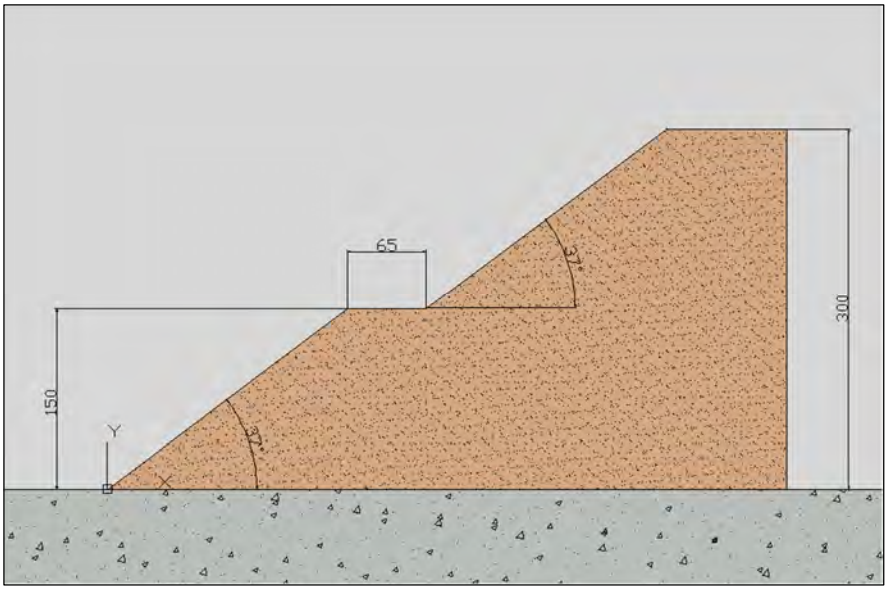
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Waste dump designs are common throughout the operation and consider the building of dumps with two lifts of 150 m height each and berms of 65 m between each lift Figure 13-4. This results in waste dumps of 300m maximum height with slope angles of 37°. The design considers access ramps with a maximum gradient of 10%. A summary of the main assumptions for waste dump construction is shown in Table 13-2.

Table 13-2: Waste Dump Design Parameters

Design Parameters Value	Value
Face angle (angle of repose)	37 degrees
Waste material Density	1.8 tonnes/m^3
Access ramps	10% grade
Dump height maximum (each level)	150 m
Berm width between lifts	65 m
Maximum number of levels	2
Haul road width	40 m

Source: MEL (2022)



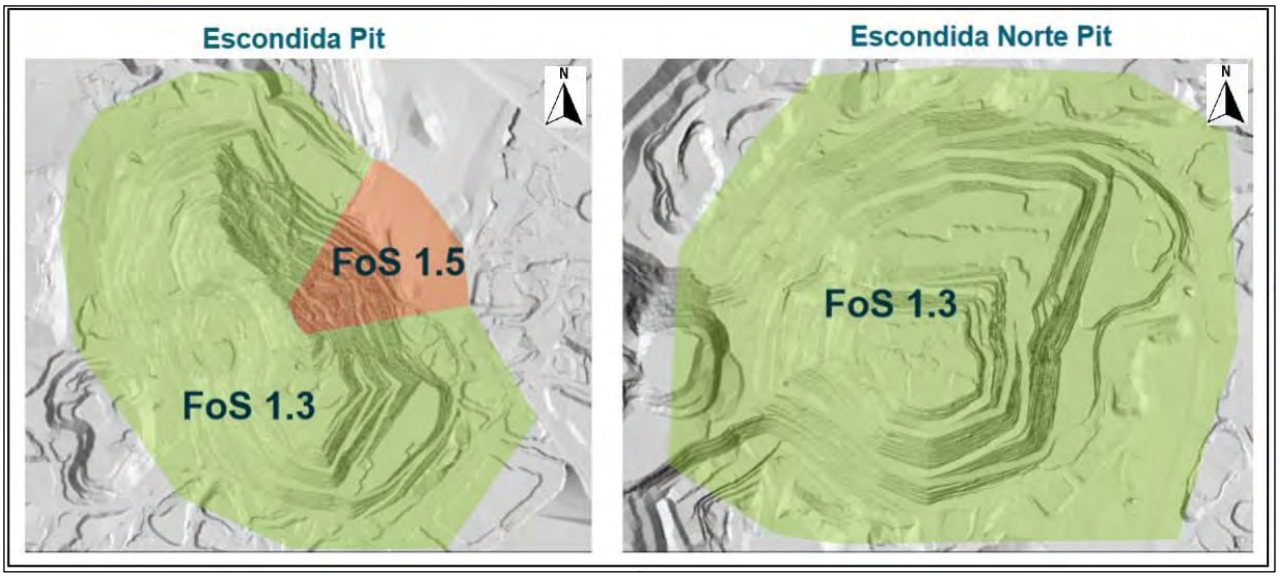
Source: MEL (2022)

Figure 13-5: Waste Dump Design Parameters

Design Acceptance Criteria for Pit Design

The occurrence of instabilities can occur at the bank, inter-ramp, or global level on a slope. Therefore, it is necessary to consider a criterion of acceptability that a slope must meet for its degree of stability to be considered acceptable. Usually, the acceptability criterion depends on the magnitude and consequences of an eventual instability of the slope considered, and is defined in terms of minimum or maximum permissible values for one or more of the following parameters: Factor of Safety (FoS), Safety Margin, Probability of Failure, reliability index, etc. In MEL, the most used parameter is the FoS, which corresponds to the ratio between the resistance of the material and the acting stress on it (a factor over 1.0 has a stable condition). The FoS of both pits can be seen in Figure 13-6.

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Source: MEL (2022)

Figure 13-6: Factor of Safety Criteria for Pit Design

13.3.2 Hydrological Models

The Escondida pit is located inside the basin of the Salar de Hamburgo, in its western sector, at an elevation of 3,000 m amsl. The climate corresponds to marginal desert height, with average sporadic rainfall of 19.3 mm/year, and high evaporation rates of the order of 2,136 mm/year, resulting in negligible natural recharges. The basin has no permanent surface water courses, nor surface groundwater outcrops. The flow of natural groundwater occurs through the sedimentary deposits of the Hamburgo Salt Flat basin, formed, mainly gravels and sands of varied selection and degree of consolidation and through the underlying fractured rock consisting of andesitic rocks, which are intruded by the granodioritic intrusive complex.

Groundwater flow would be controlled primarily by major NW-SE and N-S orientation faults, which would act as preferential conduits for water circulation. They would also exert a hydrogeological control, less pronounced, the contact of the primary mineralisation with other mineralisation units, and the areas of the igneous rocky massif (volcanic and intrusive) of greater fracturing, found mainly in the primary mineralisation, characterised by the geotechnical parameter RQD (designation of rock quality). With these parameters eight Hydrogeological Units (UHs) of the pit rock massif are defined, as shown in Table 13-3.

Table 13-3: Hydraulic Parameters UH

Description UH	Permeability K (m/s)	Specific Porosity (%)
UH0 Anthropic deposits	$1E^{-06}$ - $4E^{-04}$	21
UH1 Hamburgo sediments	$6E^{-08}$ - $6E^{-05}$	0.1 – 12
UH2 Supergene and Leaching	$1E^{-09}$ - $4E^{-06}$	0.05
UH3 Severely fractured primary (FF 17-40 1/m)	$2E^{-09}$ - $1E^{-07}$	1-5
UH4 Fractured primary (FF 5-17 1/m)	$1E^{-10}$ - $5E^{-08}$	0.05
UH5 Poorly fractured primary (FF 0-2 1/m)	$3E^{-11}$ - $4E^{-08}$	0.01
UH6 Relevant conducted failures	$1E^{-11}$ - $4E^{-07}$	0.01
UH7 Relevant Faults Partial Barrier	$3E^{-11}$ - $4E^{-08}$	0.01
UH7 Other faults	$1E^{-11}$ - $4E^{-07}$	0.01

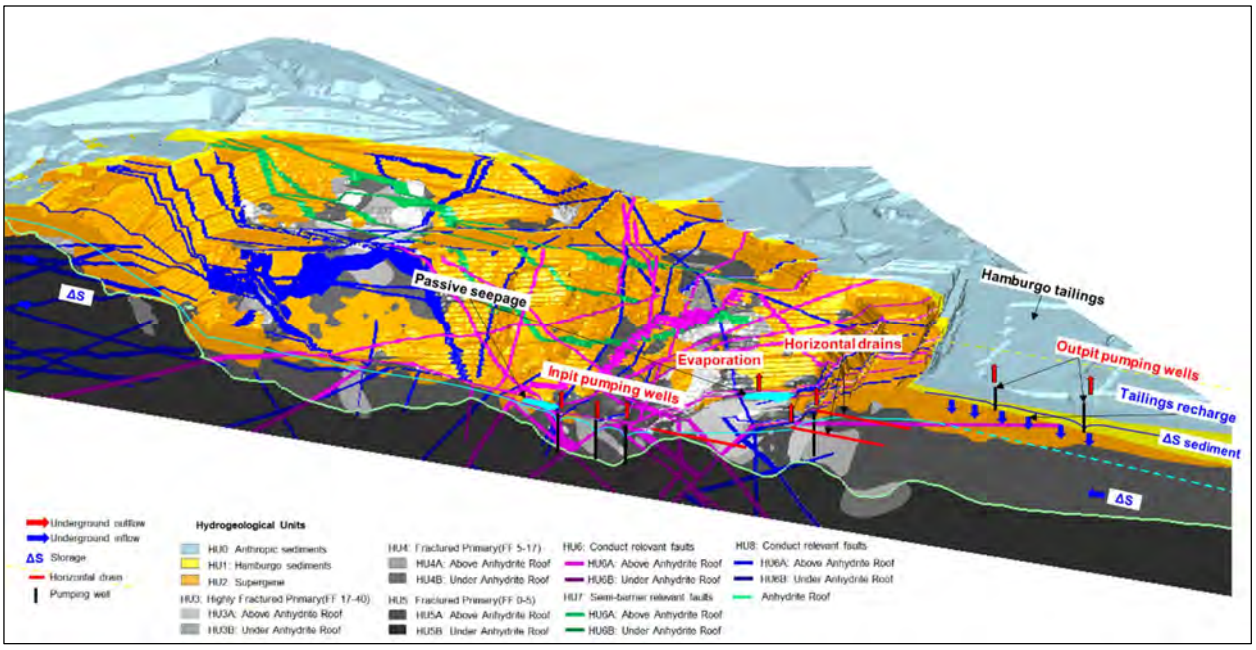
Source: MEL (2022)

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The excavation of the Escondida pit has generated a cone of depression that has modified the natural groundwater regime, inducing a radial flow into the mining excavation. Two piezometric levels are detected, one more shallow around 3,000 m amsl, contained in the UH2 and a deeper one linked to the primary rock that has heights between 2850 and 2,550 m amsl at the bottom of the pit.

The flow of groundwater manifests itself in the pit as passive outcrops and as a saturated zone on the slopes, hindering efficiency in the development of the mining plan, both in the safety aspect, associated with the geotechnical stability of the slopes, and in the operational aspect, hindering the process of blasting and loading of material in the fronts of advance of the pit.

A diagram of the Escondida hydrogeological model can be seen in Figure 13-7.



Source: MEL (2022)

Figure 13-7: Escondida Hydrogeological Model

The water balance of the Escondida pit is composed of the following elements:

- Input flows:
  - Anthropic refills: Corresponds to the infiltration by seepage from the pool 400x400 that reach the pit, combined with the flow of groundwater generated by the residual recharge produced from the original tailings deposit in the Hamburgo basin. The magnitude of these components is estimated to reach the order of 25 L/s. Within this flow, the possible infiltration from other mining infrastructure near the pit such as the Los Colorados plant is also considered.
  - Precipitation: It is estimated that the recharge by precipitation is negligible, considering that the estimated average annual precipitation and evaporation for the Hamburgo basin are 19.3 and 2,136 mm/year, respectively.
- Output flows:
  - Evaporation: There are no measurements or land estimates of the magnitude of the passive outcrops in the pit; however, this was estimated based on hydrological studies of the area that the magnitude of evaporation losses could reach 10 L/s.
  - Pumping wells: This component corresponds to the pumping flow extracted by the depressurisation and drainage system which is of the order of 22 L/s.
  - Horizontal drains: This component corresponds to the flow drained passively by the drains of the depressurisation and drainage system, which is of the order of 15 L/s.

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- Drainage tunnel: This component corresponds to the flow of groundwater captured by the drainage tunnel, which is of the order of 5 L/s.
- In this way and as reflected in Table 13-4, the variation of the storage is of the order of 30 L/s.

Table 13-4: Escondida System Water Balance

Inflows (L/s)		Output flows (L/s)	
Anthropic refill	25 ± 4	Evaporation passive outcrops	10 ± 2
		Pumping wells	22 ± 4
		Horizontal drains	15 ± 3
		Drainage tunnel	5 ± 1
TOTAL	25 ± 4	TOTAL	52 ± 10

Source: MEL (2022)

The Escondida Norte pit is located on the northern limit of the Hamburgo Salar watershed, about 140 km southeast of Antofagasta, at an average elevation of 3,200 m amsl.

At the district level, the Basin of the Salar de Hamburgo is composed of a series of sedimentary deposits of varied consolidation, mainly gravels and sands with different proportions of fines in their matrix, which are arranged by overlaying both porphyry rocks that make up the ore deposit, as well as ancient volcanic and sedimentary rocks that host the intrusions.

The Hamburgo Salt Flat basin is characterised by a marginal desert climate of height, with sporadic rainfall of the order of 19.3 mm/year, and high evaporation rates of the order of 2,136 mm/year. It has no surface water courses, nor natural groundwater outcrops; only a few ravines on the western slope of the Domeyko Mountain Range have sparse vegetation.

In its natural condition, that is, prior to any anthropic intervention in the basin, the direction of the underground flow occurred mainly in the direction of the West of the basin, following a hydraulic gradient of low magnitude finally discharging towards the end of the West limit. MEL's operations modified both the magnitude and direction of groundwater flow that occurred in natural condition (due to the excavation of the pits, as well as the generation of anthropic recharge from mining infrastructure built in the basin). Of these in the vicinity of the Escondida Norte pit, the sub terrestrial flow is radial towards the centre of it.

The hydrogeological units are defined in the fractured rock mass, associated with the unconsolidated deposits that fill the Hamburgo basin and that are defined as gravels. The description of the hydrogeological units is included in the Table 13-5.

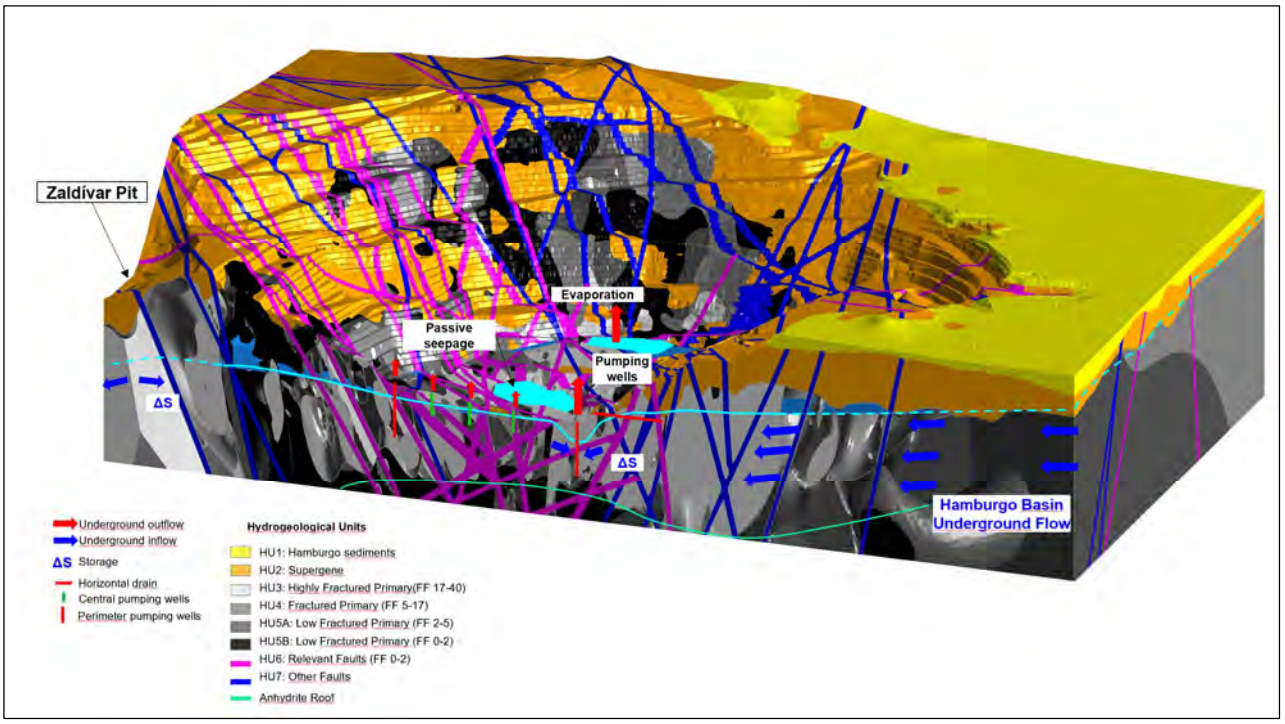
A diagram of the Escondida Norte hydrogeological model can be seen in Figure 13-8.

Table 13-5: Hydrogeological Units of Escondida Norte

Hydrogeological Unit	Description	Permeability K (m/s)	Porosity Sy (%)
UH1	Hamburgo sediments	$6E^{-08}$ - $6E^{-05}$	0.1-12
UH2	Supergene and Leaching	$4E^{-10}$ - $5E^{-06}$	0.05
UH3	Severely fractured primary (FF 17-40 1/m)	$8E^{-10}$ - $2E^{-06}$	1-5
UH4	Fractured primary (FF 5-17 1/m)	$3E^{-09}$ - $6E^{-07}$	0.05
UH5A	Poorly fractured primary (FF 0-2 1/m)	$1E^{-10}$ - $3E^{-08}$	0.01
UH5B	Poorly fractured primary (FF 2-5 1/m)	$1E^{-10}$ - $3E^{-09}$	0.01
UH6	Relevant Faults	$6E^{-09}$ - $3E^{-06}$	0.01
UH7	Other faults	$6E^{-09}$ - $3E^{-06}$	0.01

Source: MEL (2022)

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Source: MEL (2022)

Figure 13-8: Escondida Norte Hydrogeological Model

The water balance of the Escondida pit is composed of the following elements, as discussed below.

Inflows

- Groundwater flow from the Hamburgo Salt Flat basin: Corresponds to the flow of groundwater coming from the district environment of the Escondida Norte pit, mainly from the upper part of the basin (east and south of the pit) and from its middle zone, where the Escondida pit and the Hamburg well field are located. It is estimated that the underground flow from the west and north of the Escondida Norte pit would be lower, due to the effect of the Zaldivar pit and the low underground flow expected at the upper limit of the basin, respectively. The estimates that the magnitude of the groundwater flow from the Hamburgo basin could be in a range between 19 L/s, which would come mainly from the east and south of the Escondida Norte pit.
- Precipitation: It is estimated that the recharge by precipitation is negligible, considering that the estimated average annual precipitation and evaporation for the Hamburgo basin are 19.3 and 2,136 mm/year, respectively.

Output flows

Evaporation: There are no measurements or ground estimates of the magnitude of passive outcrops in the pit, however, this was estimated to reach 8 L/s

- Pumping wells: This component corresponds to the pumping flow extracted by the pit drainage system. The average monthly pumping flow rate is in the order of 20 L/s.
- Horizontal drains: This component corresponds to the flow generated by the horizontal drains. The flow rate was found in the order of 5 L/s.

In this way and as reflected in the table the variation of the storage is of the order of 14 L/s.

Regarding the hydrogeology of the tailings dam, currently in operation, (Tailing Laguna Seca) it is located in the hydrological basin called Laguna Seca, approximately 15 km southwest of the Escondida pit. This basin is endorheic in nature without the presence of surface runoff, given the arid conditions of the area.

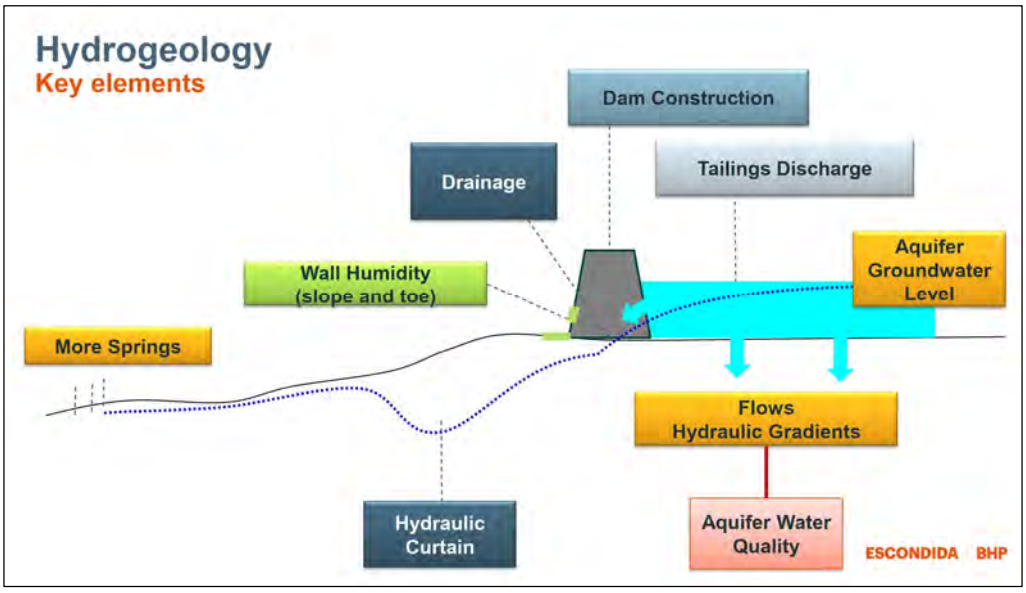
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Table 13-6: Escondida Norte System Water Balance

Inflows (l/s)		Output flows (l/s)	
Lateral flow	19	Evaporation passive outcrops	8
		Pumping wells	20
		Horizontal drains	5
TOTAL	19	TOTAL	33

Source: MEL (2022)

From the hydrogeological point of view, although in the centre of the basin under the basin of the tailing, there are sediments with storage potential and flow of groundwater, the underground discharge of the basin, occurs to the west through fractured rock units, mainly by the sector where the Tailing wall is currently located (Figure 13-9).



Source: MEL (2022)

Figure 13-9: Laguna Seca Tailing Storage Facility Hydrogeological Model

13.3.3 Mine Design Parameters

Mine planning at MEL follows the typical standards for open pit mining. The processes include:

- Revision of dilution and recovery factors
- Development of a value for each of the blocks in the model
- Perform pit optimisation and select optimal pit shell to be used for the basis of the ultimate pit design
- Ultimate pit design
- Develop pushback/phase designs
- Develop mine planning targets and constraints

The ultimate pit shell selected from the pit optimisation process was used as a guide to develop a more detailed design. The resulting pit design was referred to as the operational pit. The operational pit was also limited by the following constraints:

- Mining restrictions, including legal and environmental impacts
- Overall slope angle
- Operational design characteristics, including ramp locations and grades, OSF locations, mining width and height, and other practical mining considerations given the mine geometry.

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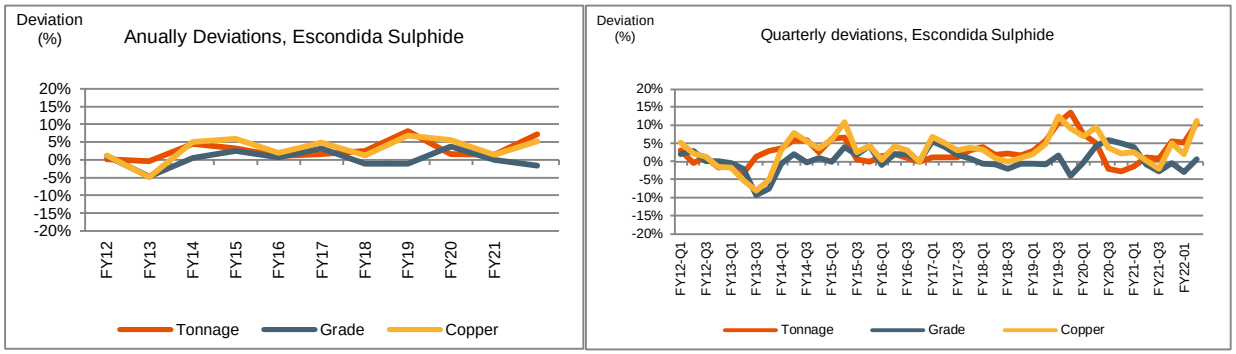
The mine design criteria are listed below:

- Surface mining approach
- Minimum operating width of 80 m
- Haul road design width of 40 m
- Bench height of 15 m
- Maximum road grade of 10%
- Bench face angle and catch berms vary based on geotechnical sector
- Typical blasting grid ranging from 7x7 until 11x14m
- Final wall Control Drill Pattern 2.0, 2.5 and 3.0 m depending on sector
- Blasthole diameter of 6.1/2, 9, 10 5/8 and 12 inches
- Rock density average of 2.5

13.3.4 Dilution, Loss, and Mine Recovery

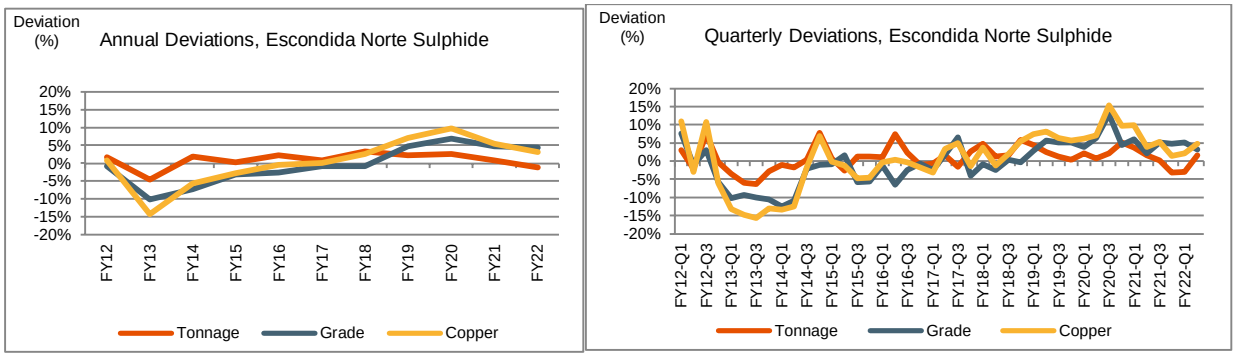
A dilution of 0% was applied to the schedule and Mineral reserves estimate. It is the opinion of the QP for mineral reserves that with the current practices at MEL no ore loss or mining dilution is required as the resource model has been reconciled to actual mining production. This conclusion is based on the results of a reconciliation between the geological resource model and actual mine production. The results of the reconciliations are provided below in Figure 13-10 and Figure 13-11.

Based on the previous analysis, there is a high effectiveness of the measured mineral resource in adhering to its current definitions used during the resource classification process. Figure 13-10 and Figure 13-11 shows the historical adherences to tonnage, grade and copper productions which is the basis of assuming zero dilution.



Source: MEL (2022)

Figure 13-10: Escondida Sulphide Annual and Quarterly Deviations



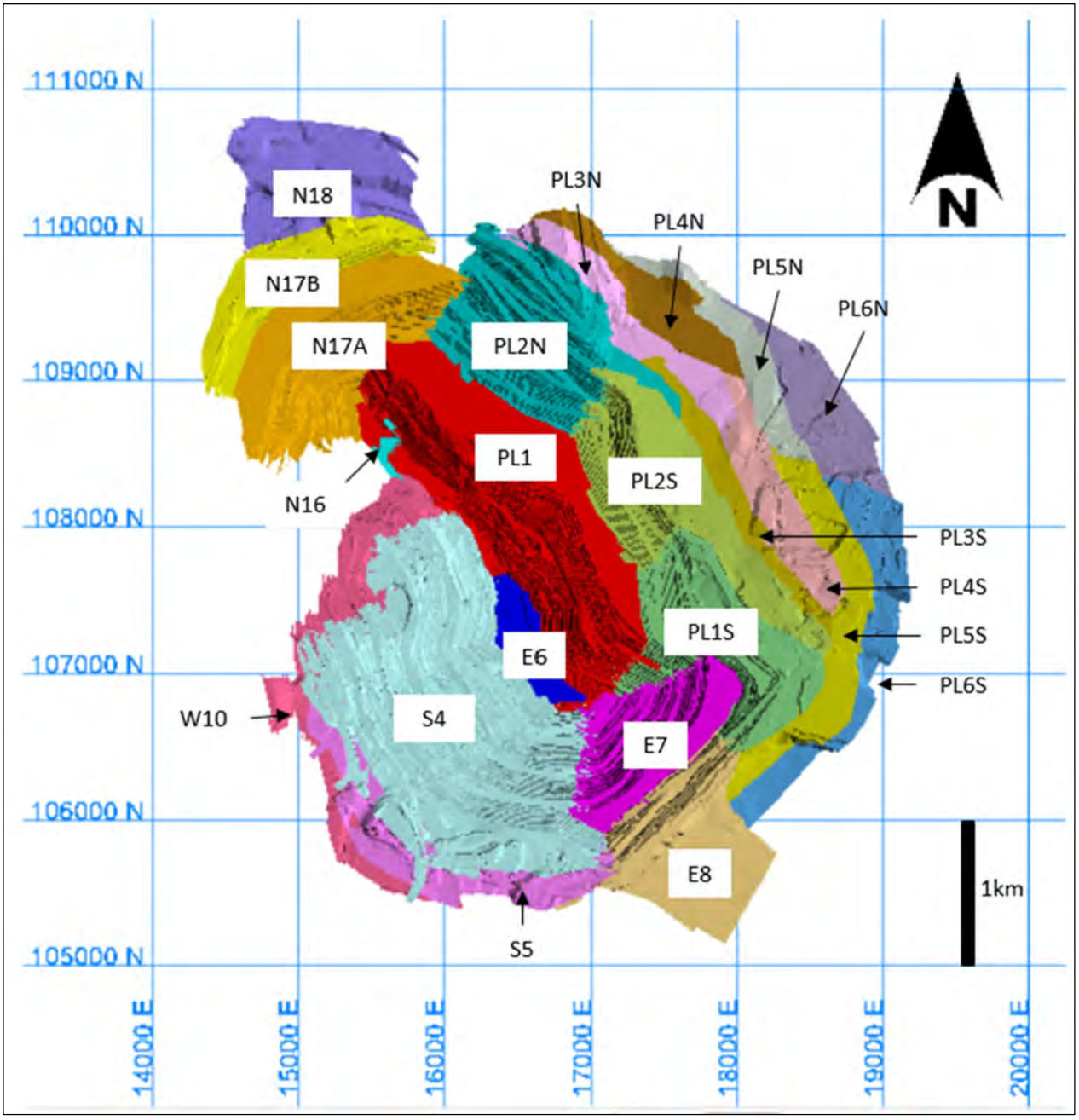
Source: MEL (2022)

Figure 13-11: Escondida Norte Annual and Quarterly Deviations

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13.3.5 Mining Pushbacks

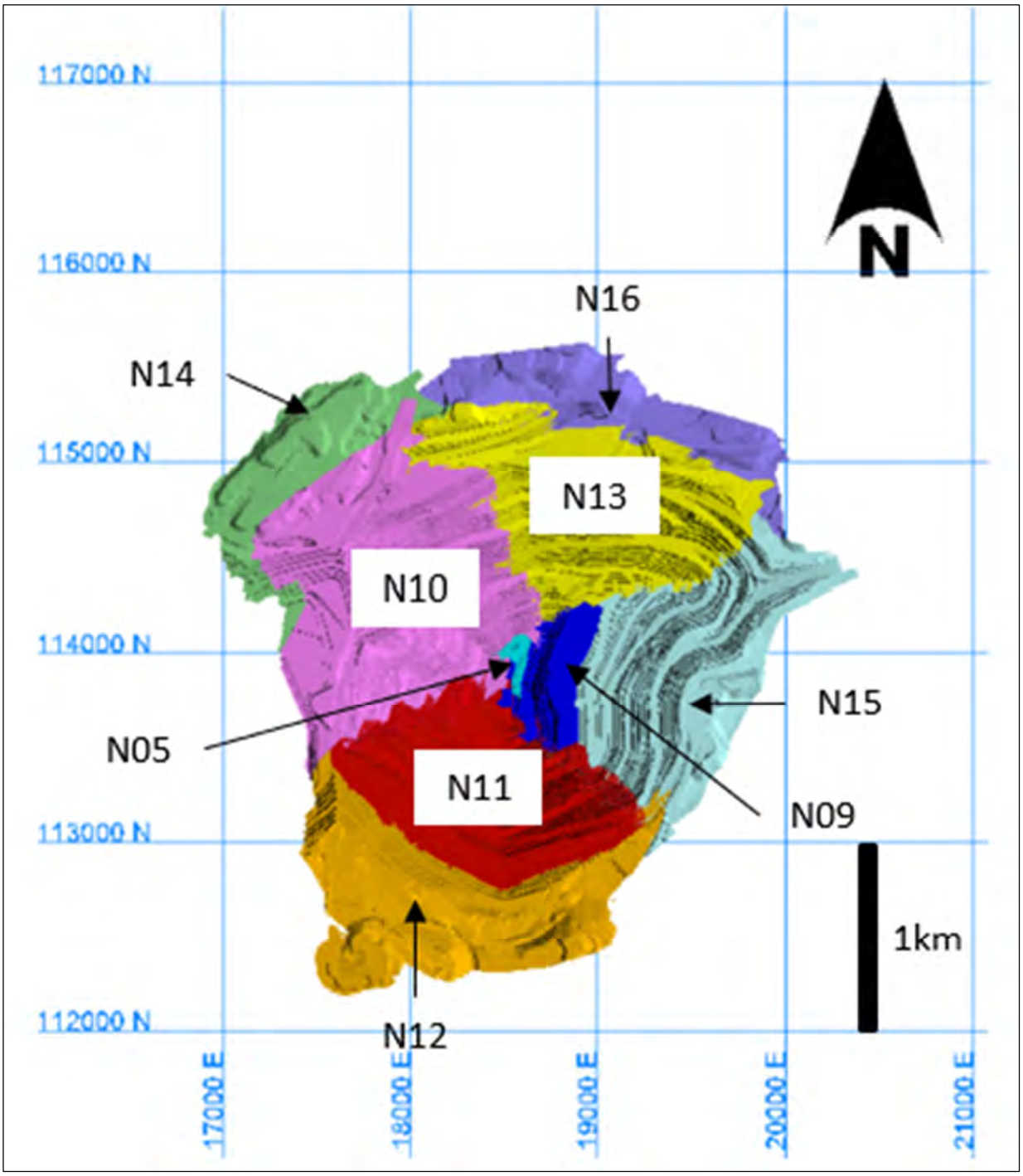
The operation mine plan consists of 22 pushbacks in the Escondida Pit (Figure 13-12) and nine (9) pushbacks in the Escondida Norte Pit (Figure 13-13).



Source MEL (2022)

Figure 13-12: Escondida Pit Pushbacks

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Source: MEL (2022)

Figure 13-13: Escondida Norte Pit Pushbacks

13.3.6 Mining Strategy and Production Rates

The SEC LOM mine plan results in a mill feed rate of about 149 Mtpa of Mill Feed until FY27 (when the SEC LOM plan has Los Colorado's concentrator finishing) and approximately 91 Mtpa over the remainder of the LOM Schedule. An average feed rate of 74 Mtpa of Sulphide Bio Leach Ore and 20 Mtpa of Acid Leach Ore with the LOM mine plan averaging an annual total movement of 380 Mtpa. It should be noted that production rates presented in this section, as discussed in the Note Regarding Forward-Looking Statements (see page ii), have been prepared using commodity prices and costs which are different to those that have been employed in the preparation of BHP's production guidance. Therefore, the

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production rates presented herein may differ significantly from the assumptions utilized in determining BHP's production guidance published in accordance with ASX Listing Rules.

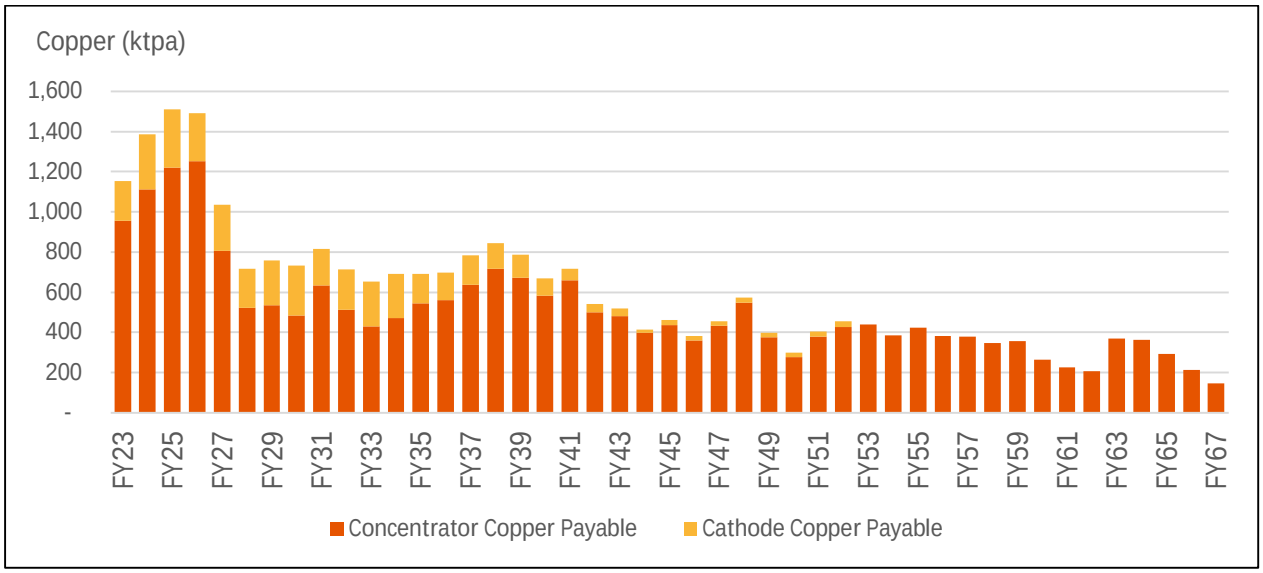
Other considerations to the mine planning process are:

- Maximum extraction rate for each pit as conditioned by mine fleet and performance
- Extraction rates are conditioned by operational restrictions of specific pushbacks
- Equipment availability for stockpile movement and re-handling
- Maximum capacity of the primary crushers for each individual process and pit
- The overall crusher-conveying system capacity
- The concentrator feed programme including throughput rates and operating hours
- Applicable blending restrictions for both leaching processes

13.4 Production Schedule

The effective date of the mine plan for reserves estimation (the LOM Plan) is 1st July 2022 (start of FY23). A summary of the LOM Plan production is found in Figure 13-14, total movement and ore grade is shown in Figure 13-15.

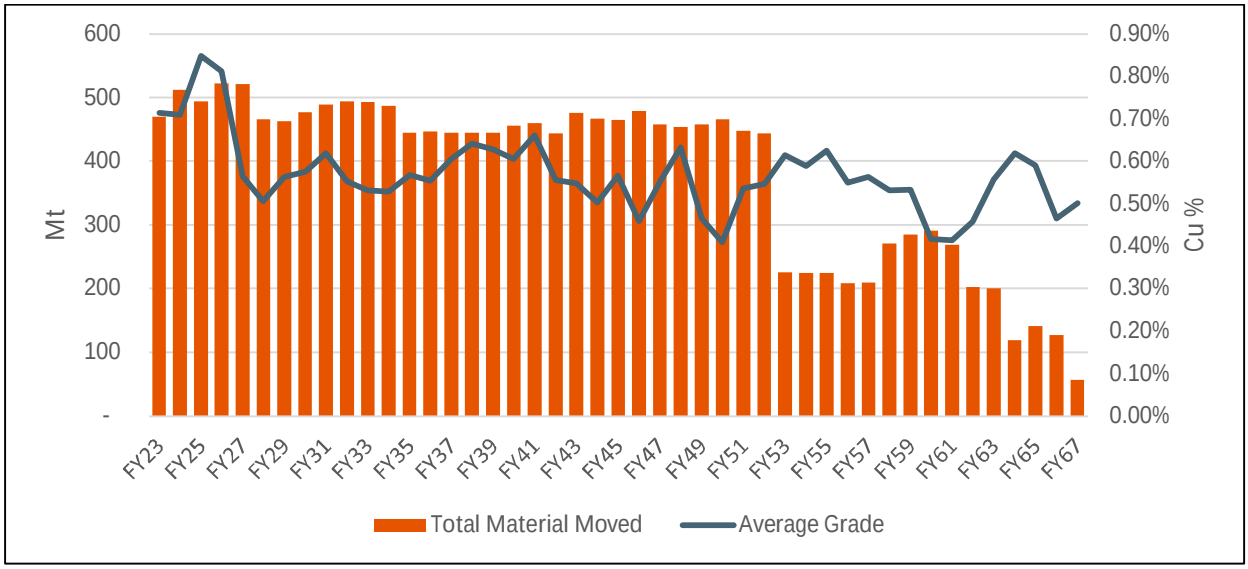
It should be noted that production schedule presented in this section, as discussed in the Note Regarding Forward-Looking Statements (see page ii), has been prepared using commodity prices and costs which are different to those that have been employed in the preparation of BHP's production guidance. Therefore, the production schedule data included herein is based upon pricing and cost assumptions that differ significantly from the assumptions utilized in determining BHP's production guidance published in accordance with ASX Listing Rules.



Note: The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
Source: MEL (2022)

Figure 13-14: SEC Annual Production by Process (ktpa)

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Note: The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
Source: MEL (2022)

Figure 13-15: Total Material Movement (Mt) and Average Grade

13.5 Production Rates and Mine Life

The Life of Mine (LoM) plan is optimised using a Net Present Value methodology described in detail in Chapter 19. The total movement is largely driven by ensuring the concentrators have consistent supply of ore, as well as, but to a lesser degree, ensuring a consistent supply of ore to the leaching processes.

The average production of the LOM Plan for MEL is expected to be 610 Ktpa over the 44-year Reserve life. The concentrators are operational over the mine life, however the Oxide ore is expected to be exhausted in FY34 resulting in the closure of the Oxide leaching. The Sulphide leach pad is expected to be completed in FY52 when the leach pile reaches it design limits. The production schedule data included herein is based upon pricing and cost assumptions that differ significantly from the assumptions utilized in determining BHP's production guidance (see Note Regarding Forward-Looking Statements page ii).

13.6 Equipment and personnel

All major equipment at MEL is owner operated. The primary loading units are electric shovels, with the primary haulage units consisting of CAT 797 / 793 trucks as well as Komatsu 930 and 960. Front end Loaders and small excavators also assist with loading. An overview of all equipment in FY23 can be seen in Table 13-7. Equipment replacement is assumed to be like for like once equipment reaches the end of its operational life.

Table 13-7: Mine equipment distribution FY23

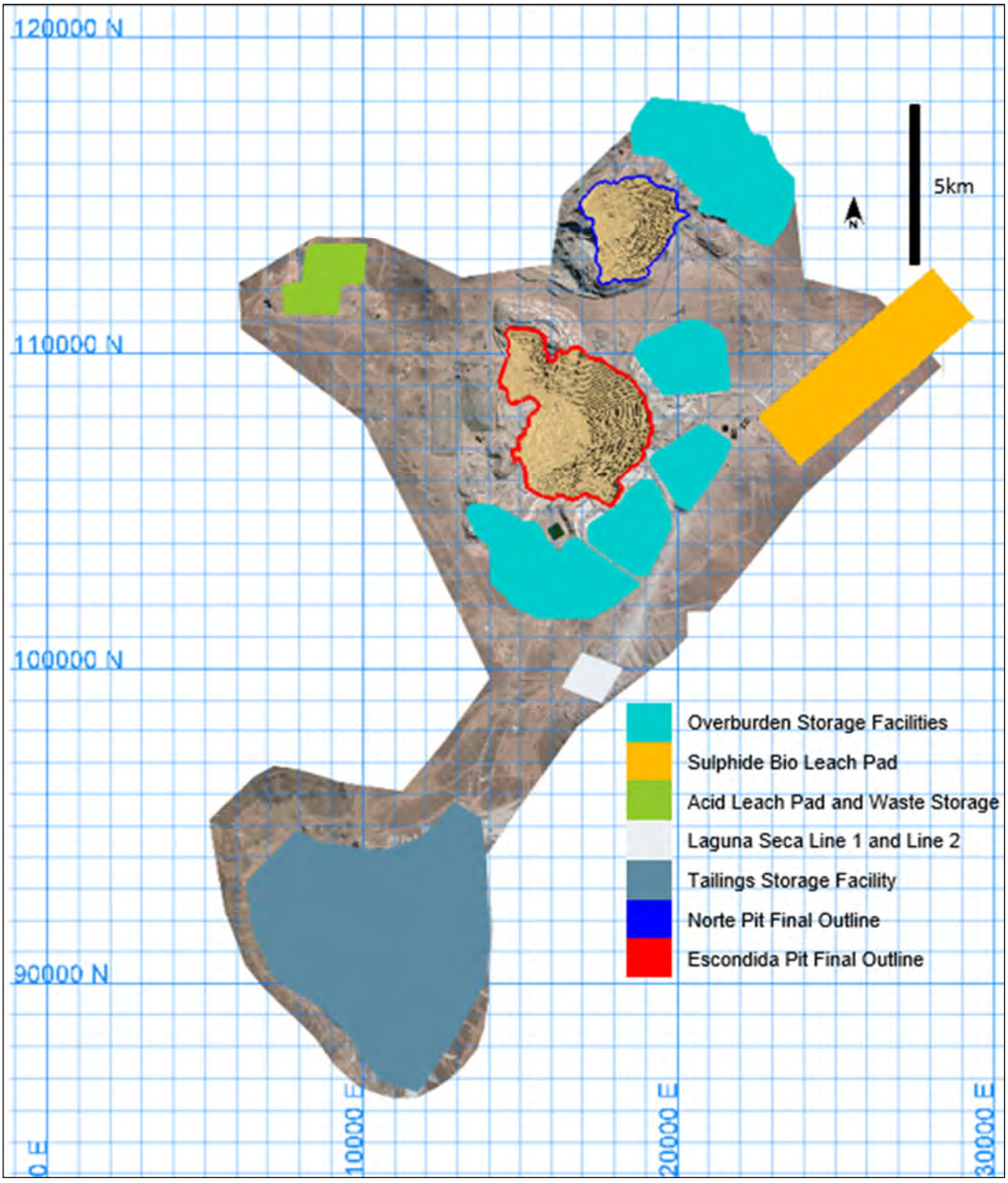
Equipment	Fleet	#	Equipment	Fleet	#
Trucks	Caterpillar 797	114	Drills	Electric	5
	Caterpillar 793	7		Diesel	9
	Komatsu 930	3		Pre-split	5
	Komatsu 960	43	Ancillary	Motorgrader	9
Electric Shovel (73yd^3)	P&H	8		Watertruck	12
	Bucyrus	8		Wheeldozer	16
Hydraulic Shovel	Komatsu	2		Bulldozer	16
Front End Loader	Komatsu	3		Cable Reeler	10

Source: MEL (2022)

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13.7 Final Mine Outline

Final pit outline of MEL's open pits can be seen in Figure 13-16.



Source: MEL (2022)

Figure 13-16: Final Pit outlines of the MEL mining operations

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14 Processing and Recovery Methods

The dominant type of copper mineral in both the Escondida and Escondida Norte deposits consists of copper sulphides: these sulphides are secondary (or enriched) sulphides such as chalcocite and covellite, along with the primary (or hypogene) copper sulphide chalcopyrite. In addition, there are lesser oxide copper minerals which include a range of copper bearing species such as brochantite, chrysocolla and antlerite. These copper mineralised species present an overall zonation that is related to the genesis of the deposits, as described in Chapter 6.

The copper oxides are generally soluble, or part soluble, in acidic solutions (sulphuric acid). In contrast, the copper sulphide species, particularly chalcopyrite, is refractory to acid solutions at ambient temperatures, with chalcocite being moderately soluble and covellite less soluble. This mixture of copper minerals, and distribution within the overall deposits, is typical of what are termed “Secondary Enriched Copper Porphyry”.

Because of the fundamental metallurgical response of this range of minerals, combined with the spatial distribution of general, but not pure, zones of the various copper minerals, the characteristics of the mineral resources have made it possible to define three main primary product lines:

- Concentration of supergene and hypogene sulphides by grinding and conventional froth flotation to produce a copper rich sulphide concentrate. Over time within the operation, sulphide concentration has moved from secondary sulphides to hypogene sulphides.
- Acid leaching of crushed oxide minerals (“heap” leaching) to then produce copper cathodes by solvent-extraction and electro-winning (SX-EW).
- A third process, which is also leaching but uncrushed material in “run of mine” (ROM) pads, employs acid bioleaching of lower grade secondary sulphide material that is below sulphide concentrator cut-off, which also produces copper cathodes SX-EW.

MEL receives economic benefits from the gold and silver recovered in copper concentrate as by-products. When present, these by-product metals are not recovered in leaching process.

14.1 Process Plant

The company's basic infrastructure comprises two open-pit mines, three concentrator plants (comprising milling, grinding, flotation and thickening), an acid heap leach pad facility (on/off heap leach - oxides), a ROM bioleach pad facility (permeant dump leach - sulphides) and a solvent-extraction and electro-winning plant producing copper cathodes from both leach facilities.

Copper concentrate is transported through two pipelines to the filtration plant, located at the coast in Coloso port, where it is loaded for shipping to end customers. The copper cathodes are transported to the Antofagasta port of Mejillones from where they are shipped to customers (Figure 14-1). In terms of metal tonnes, the copper contained in concentrate represents approximately 70 % of sales while the copper cathodes production represents approximately 30% of sales. This ratio changes over the life of mine.

14.2 Plant Throughput and Design, Equipment Characteristics and Specifications

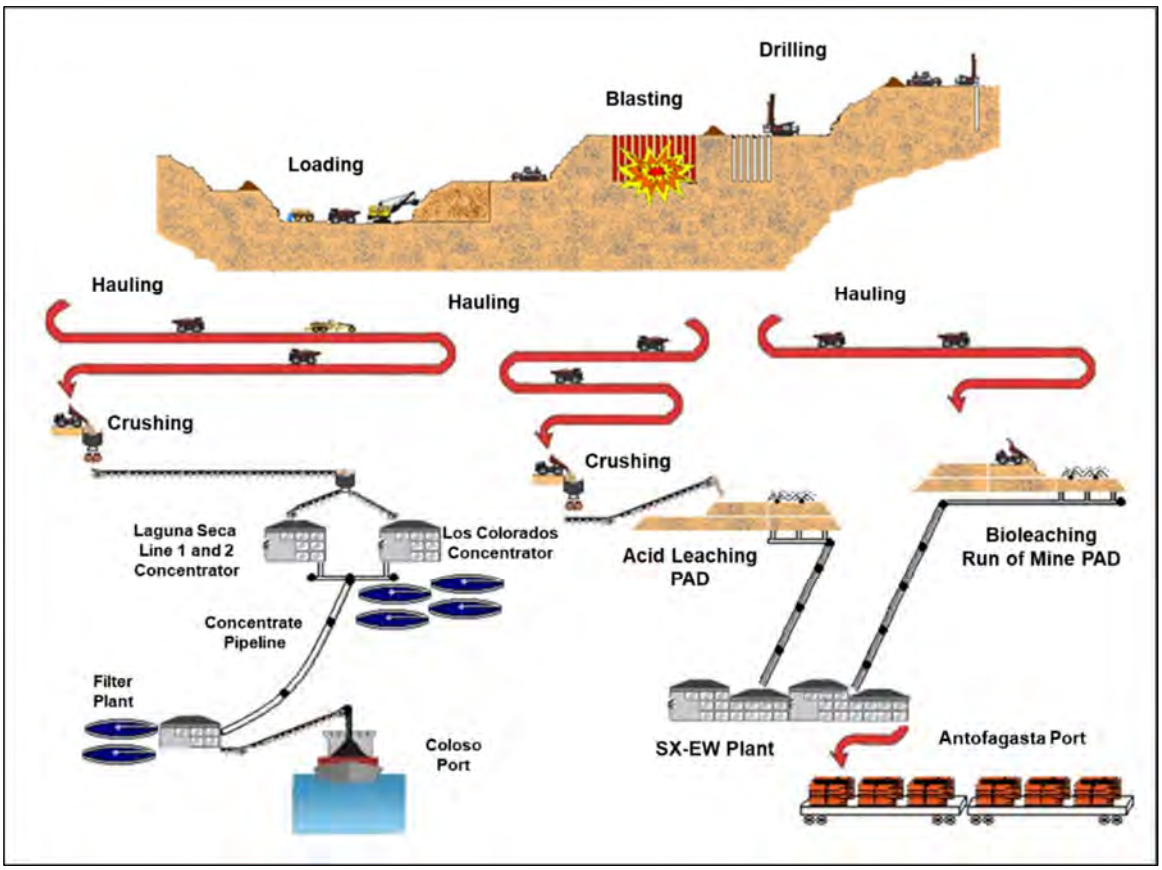
14.2.1 Primary Crushing

The main objective of the primary crushing stage is to generate particles of suitable size and shape to enables the material handling on conveyor belts that feed the stockpiles for the processes.

In the case of high grade sulphides, mixed and oxides the blasted ore is transported by trucks to the primary crushers. Low grade sulphides, under the cut-off for concentrators, goes to Bioleaching process which receives only run-of-mine blasted ore. A general flowsheet for the primary crushers which feed

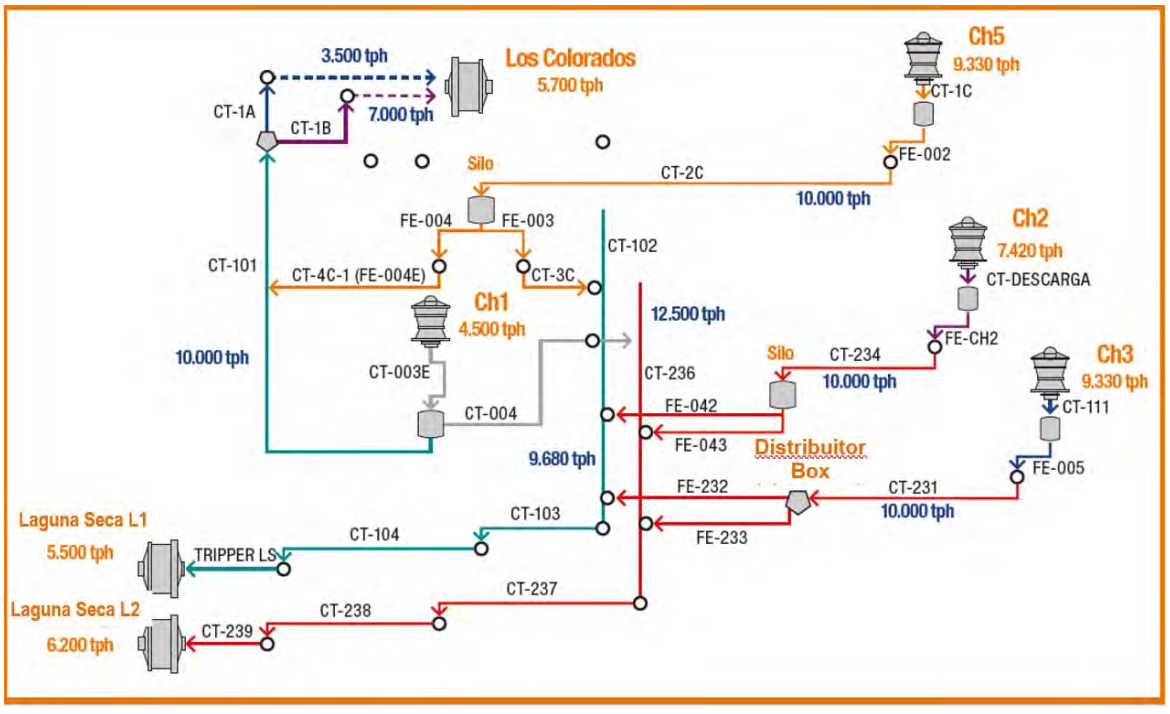
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concentrators is observed in Figure 14-2, the specifications for main conveyor belts and ancillary equipment are presented in Table 14-1 and Table 14-2.



Source: MEL (2022)

Figure 14-1: Schematic of MEL Infrastructure



Source: MEL (2022)

Figure 14-2: Primary Crusher System for Concentrators

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Table 14-1: Primary Crushers Specifications

Equipment	Manufacturer	Specification (inches)	Capacity (tph)	Power (HP)	Ore-Type Treated	Ore-Type / Possible Destination
Crusher 1	Allis Chalmers	54x74	4,500	1,000	High-Grade Sulphides	Laguna Seca L1
Crusher 2	Fuller	60x89	7,420	1,000	High-Grade Sulphides	Los Colorados, Laguna Seca L1, Laguna Seca L2
Crusher 3	Fuller	60x113	9,330	1,000	High-Grade Sulphides	Los Colorados, Laguna Seca L1, Laguna Seca L2
Crusher 4	Fuller	60x89	5,000	1,000	Oxides	Secondary Crushing at Acid Leaching
Crusher 5	Fuller	60x113	9,330	1,000	High-Grade Sulphides	Los Colorados, Laguna Seca L1

Source: MEL (2022)

Table 14-2: Conveyor Belts and Equipment Specifications at Primary Crushing System

Area	Equipment	Width (mm)	Length (m)	Capacity (tph)
Crusher 1	Crusher			4,500
	CT-Fino	2,590	58	4,500
	CT-Descarga	2,438	90	4,500
	CT-003	1,219	170	4,500
Crusher 2	Crusher			7,420
	CT-Descarga	2,794	210	7,500
	FE-3305	2,438	50	7,500
	CT-234	2,200	632	11,000
	FE-042	2,800	106	11,000
	FE-043	2,800	121	11,000
Crusher 3	Crusher			9,330
	CT-111	3,150	275	11,000
	FE-005	3,150	44	11,000
	CT-231	2,200	556	11,000
	CT-232	2,200	87	11,000
	CT-233	2,200	107	11,000
Crusher 4	Crusher			6,000
	FE-005	2,438	45	6,000
	CT-001	1,828	700	6,000
Crusher 5	Crusher			9,330
	CT-1C	3,150	350	10,000
	FE-002	3,150	44	10,000
	CT-2C	1,600	12,550	10,000
	FE-003	3,150	44	9,000
	CT-3C	1,828	145	9,000
	FE-004	3,150	44	10,000
	CT-4C	1,828	622	10,000
Overlands	CT-102	1,600	7,600	9,300
	CT-103	1,600	7,500	9,300
	CT-104	1,600	3,950	9,300
New Overlands	CT-236	1,800	7,075	12,500
	CT-237	1,800	8,442	12,500
	CT-238	1,800	4,005	12,500
	CT-239	2,200	581	12,500

Source: MEL (2022)

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14.2.2 Concentration Process Description

The main product of Minera Escondida Ltd. consists of copper contained in a concentrate of copper and iron sulphides. This is currently produced by three plants located at the mine site to include; 1), Los Colorados; 2), Laguna Seca Line 1; and 3), Laguna Seca Line 2, which collectively have a total nominal capacity of 413,700 tpd of ore Table 14-3.

Table 14-3: Installed Capacity for Concentrators

Concentrator Plant	Installed Capacity (tpd)	Run Time (%)	Nominal Capacity (tpd)	Commissioning Year
Los Colorados	35,000 45,600 54,600 107,500 127,500	93.5	119,200	1990 1993 1994 1996 1998
Laguna Seca Line 1	135,000 150,000	95	142,500	2002 2012
Laguna Seca Line 2	160,000	95	152,000	2016
TOTAL			413,700	

Source: MEL (2022)

These run times are based on design criteria and were established by the process engineering considering vendor specifications. A general scheme for the concentration process is shown in Figure 14-3. It was designed to process only sulphide ores and consists of the following stages:

- Coarse ore Stockpile receiving crushed ore from primary crushers.
- Primary grinding is undertaken in SAG mills, operating in closed circuit with pebble crushing systems.
- Secondary grinding is undertaken in ball mills, operating in closed circuit with hydrocyclones.
- Rougher flotation cells.
- Cleaner flotation cells, operating in closed circuit with a regrind circuit.
- Concentrate dewatering in conventional thickeners.
- Tailings dewatering in thickeners.

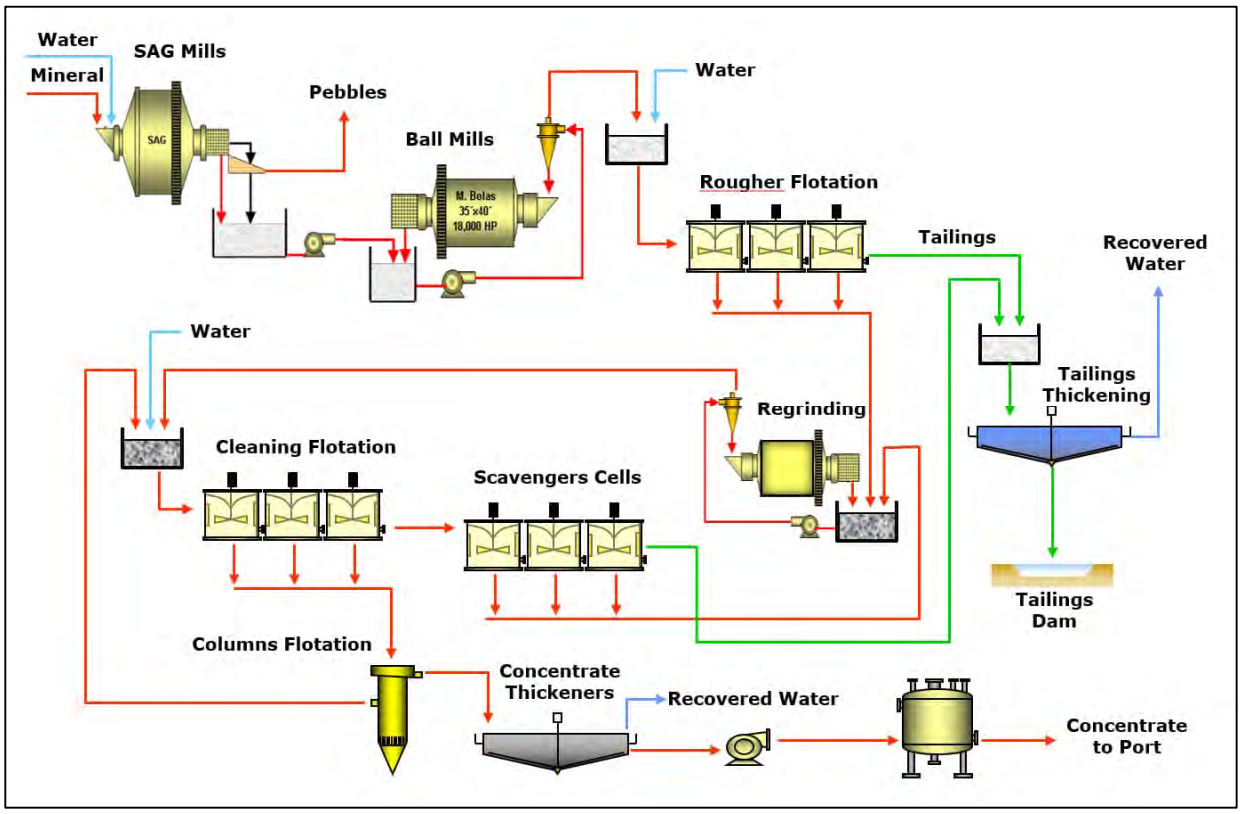
The coarse ore is sent to primary grinding circuit which uses SAG mills. The SAG mill reduces the size of the ore from an average feed size of 10 cm to a product of about 5 cm in size. Next, the material is classified, and the coarse particle fraction is sent to the pebble crusher, while the fine material is sent to conventional ball milling process, which finally produces a fine product, below 150 microns, which is the target for particle size for flotation feed. These stages are necessary to ensure that the valuable sulphide minerals are liberated from the silicate gangue rock. The grinding processes are similar in the three plants. Only equipment dimensions are different.

In the flotation stage, the different physicochemical properties between the valuable copper minerals and the gangue are used to produce the separation, incorporating a series of chemical reagents. When air is injected into the system, the copper sulphide particles adhere to the bubbles, producing a froth in the flotation separation process. The froth is copper concentrate. The particles that do not float are eliminated as tailings. These are silicates and other gangue minerals, which includes some iron sulphides.

Primary, or rougher flotation, aims to maximize the recovery of valuable mineral species. Cleaning flotation stages have the purpose of eliminating impurities and improving the copper grade in the concentrate to achieve the final product grade. The scavenger cells reduce the losses in cleaner tailings. There are minor differences in the configuration of the flotation circuits at the three plants.

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A simplified process flow diagram for the concentrators is included as Figure 14-3 and shows the major equipment. In addition, an equipment list for the plants is provided in Table 14-4.



Source: MEL (2022)

Figure 14-3: Schematic of MEL Concentrator Process

Table 14-4: Main Equipment list for Concentrator Process

Concentrator	Equipment	Manufacturer	Description	Quantity
Los Colorados	Stockpile		420,000 t Capacity 60,000 t Live	1
	Pebble Crusher	Symons	7 ft. Cone Short Head 750 HP	2
	SAG Mill		Single Pinion 24' x 14' (D x EGL) Westinghouse 6,300 HP Installed	2
	SAG Mill		Dual Pinion 36' x 19' (D x EGL) General Electric 19,440 HP Installed	1
	Ball Mill		Single Pinion 18' x 24.5' (D x EGL) Westinghouse 5,500 HP Installed	4
	Ball Mill		Single Pinion 20' x 35' (D x EGL) General Electric 9,000 HP Installed	2
	Ball Mill		Dual Pinion 26.4' x 36' (D x EGL) General Electric 14,000 HP Installed	1
	Rougher Flotation Cells	Outotec	100 m³ Capacity	80
	Rougher Flotation Cells	Outotec	300 m³ Capacity	10
	Scavenger Flotation Cells	Dorr-Oliver	44 m³ Capacity	130
	Cleaner Columns	Cominco	4 x 4 x 15 m	14
	Regrinding Mill		Single Pinion 14' x 26.5' (D x EGL) 2,750 HP Installed	3
	Concentrate Thickener	Dorr Oliver	52 m Diameter	2
	Tailing Thickener	Dorr Oliver	125 m Diameter	4
	Tailing Thickener	EIMCO	125 m Diameter	1
Laguna Seca Line 1	Stockpile		410,000 t Capacity 110,000 t Live	
	Pebble Crusher	Nordberg	MP-1000 1,000 HP	2

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Concentrator	Equipment	Manufacturer	Description	Quantity
	SAG Mill	Fuller	Gearless 38’ x 20’ (D x EGL) 26,000 HP Installed	1
	Ball Mill	Fuller	Gearless 25’ x 40’ (D x EGL) 18,000 HP Installed	3
	Ball Mill		Gearless 26’ x 41.5’ (D x EGL) 21,000 HP Installed	1
	Rougher Flotation Cells	Wemco	160 m³ Capacity	72
	First Cleaner Flotation Cells	Wemco	160 m³ Capacity	25
	Cleaner – Scavenger Flotation Cells	Wemco	160 m³ Capacity	20
	Second Cleaner Flotation Column Cells		Microcell 4.5 m Diameter	10
	Regrinding Mills		Tower Mills 1,500 HP	5
	Concentrate Thickeners	Delkor	42.7 m Diameter	2
	Tailings Thickeners	EIMCO	125 m Diameter	3
Laguna Seca Line 2	Stockpile		297,000 t Capacity 146,000 t Live	
	Pebble Crusher		1,000 HP	2
	SAG Mill		Gearless 40’ x 26’ (D x L) 32,200 HP Installed	1
	Ball Mill		Gearless 26’ x 42.5’ (D x L) 21,000 HP Installed	4
	Rougher Flotation Cells	Outotec	300 m³ Capacity	49
	Scavenger Flotation Cells	Outotec	300 m³Capacity	21
	Rougher Column Flotation Cells		Microcell 4.5 m Diameter	7
	Scavenger Column Flotation Cells		Microcell 4.5 m Diameter	5
	Regrinding Mills		Tower Mills 3,000 HP	3
	Concentrate Thickeners	FLSmidth	42.7 m Diameter	2
	Tailings Thickeners	FLSmidth	125 m Diameter	3

Source: MEL (2022)

14.2.3 Oxide Leach Process Description

The oxide leach process has been designed to treat ore containing oxide minerals following the traditional flowsheet for heap leaching of copper ores. The battery limits of the process are the coarse ore stockpile and electro-winning with the metal production. The stages of the process are the following:

- Coarse ore reclaiming from stockpile receiving crushed ore from the mine.
- Secondary and tertiary crushing operating in closed circuit with screens.
- Agglomeration with sulphuric acid and water in tumbling drums.
- Stacking of the agglomerated ore in a dynamic heap.
- Irrigation using an acid solution operating in closed circuit with a solution treatment plant denominated solvent extraction (SX).
- Transferring of the dissolved copper contained in the output solution to a cleaned solution using selective solvents.
- Transformation of the dissolved copper in metal using electric energy through an electrolytic process called electrowinning (EW).
- Spent ore disposal in waste dump called a ripios dump.

The process starts with the coarse ore reclamation from the stockpile. The ore is then transported to the crushing plant where secondary crushers reduce the size of the ore from an average size of 100 mm to about 19 mm in diameter. The ore is transported to the tertiary crushing stage operating in closed circuit with screens. The final product from crushing must comply with the 80 % of the mass passing 19 mm.

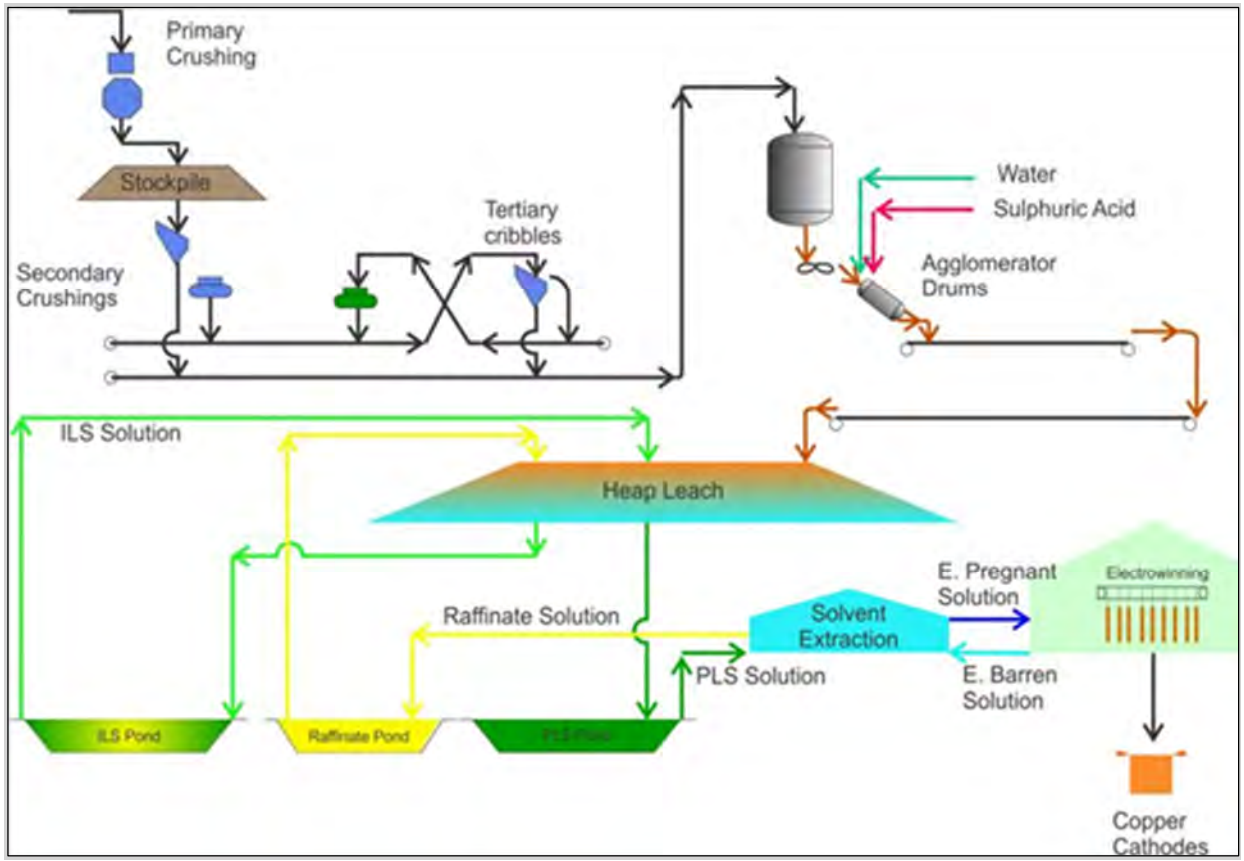
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Next the crushed ore is agglomerated using concentrated sulphuric acid and water to increase dissolution kinetics of the copper species and to generate stability before irrigation.

The ore is stacked in the area in the form of a 6-metre-high heap and then a solution of sulphuric acid is used to irrigate the ore and dissolve the copper. The irrigation cycle is 150 days. The drainage solution containing the dissolved copper is treated in a solvent extraction plant (SX), where the objective is to remove impurities and produce a cleaned solution without other elements that can affect the following stages. Finally, the clean copper solution is pumped to a tank house where electrolyses is applied to transfer copper in solution to stainless steel plates, where the copper deposits in the form of metal. This is called electrowinning and the final product is copper cathodes.

The leached ore (ripios) are reclaimed using a bucket wheel excavator that uses an overland and series of mobile conveyors to transport the ripios out of the leach pad. Subsequently, a shiftable conveyor with tripper discharges the ripios on the spreader, which will finally deposit the waste material onto the ripios dump.

A simplified flow diagram for the process at oxide leach is included as Figure 14-4 and shows the existing major equipment. In addition, an equipment list is provided in Table 14-5.



Source: MEL (2022)

Figure 14-4: Schematic of MEL Oxide Leach Process

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Table 14-5: Main Equipment List for Oxide Process

Area / Process	Equipment	Description	Quantity
Crushing	Stockpile	162,000 t Capacity, 56,000 t Live	1
	Secondary Crusher	MP-1000, 1000 HP, Capacity 1,523 tph	2
	Secondary Screen	Nominal Capacity 880 tph, Vibratory Double Deck	2
	Tertiary Crusher	MP-1000, 1000 HP, Capacity 551 tph	3
	Tertiary Screens	Nominal Capacity 609 tph, Vibratory Single Deck	4
	Agglomeration Drum	Capacity 4,166 tph	2
Stacking	Conveyor Belt	Capacity 5,250 tph (wet), length 27m, width 60", max. speed 3.9 m/s	1
	Overland Conveyor Belt	Capacity 5,250 tph (wet), length 1,615m, width 60", max. speed 4 m/s	1
	Conveyor Belt	Capacity 4,120 tph (wet), length 360m, width 60", max. speed 4 m/s	1
	Overland Conveyor Belt	Capacity 4,120 tph (wet), length 1,018m, width 60", max. speed 4 m/s	1
	Overland Conveyor Belt	Capacity 4,120 tph (wet), length 3,432m, width 60", max. speed 4 m/s	1
	Conveyor Belt	Capacity 4,120 tph (wet), length 168m, width 60", max. speed 4 m/s	1
	Tripper	length path 50 m, path speed 6 m/min	1
	Conveyor belt and stacking mobile bridge	Capacity 4,120 tph (wet), length 401m, width 60", max. speed 4 m/s	1
	Tripper	length path 50m, path speed 6 m/min	1
	Stacking Belt	Capacity 4,120 tph (wet), length 18m, width 84", max. speed 2.2 m/s	1
Reclaiming	Bucket Wheel Excavator	Capacity 5,027 tph (wet), wheel diameter 12 m	1
	Discharge conveyor belt	Capacity 5,027 tph (wet), length 27m, width 84", max. speed 2.5 m/s	1
	Hoppers	Capacity 5,027 tph (wet)	2
	Conveyor belt and discharge mobile bridge	Capacity 5,027 tph (wet), length 416m, width 84", max. speed 5 m/s	1

Source: MEL (2022)

14.2.4 Bioleaching Process Description

The bioleaching process started operations in 2006. It was designed as a low-cost method to process low grade sulphides. Since this material is mined to access ore for the sulphide concentrators this material would be sent to marginal stocks or to waste dump. The bioleaching process realizes value from this this material. In general, the stages at the process can be described as:

- Transport of the run of mine (ROM) ore from the existing pits or stockpiles to the leach pads
- Stacking of the ore in a permanent heap.
- Irrigation using an acid solution operating in closed circuit with a solution treatment plant denominated SX.
- Transferring of the dissolved copper contained in the output solution to a cleaned solution using selective solvents.
- Transformation of the dissolved copper in metal using electric energy through an electrolytic process, EW.

The process involves the extraction of copper from ROM material with copper content above 0.25%, through bioleaching of the sulphide ore. The ore is placed in a permanent (static) leach pad with seven lifts of 18 m each one and irrigated with acid solution for more than 350 days. An aeration system is necessary to promote bioleaching process.

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In general, it is the leaching of sulphide minerals that distinguishes bioleaching from conventional acid leaching wherein only oxidised minerals are leached. Bioleaching involves the use of microorganisms to catalyse the oxidation of iron sulphides to create ferric sulphate and sulphuric acid. Ferric sulphate, which is a powerful oxidising agent, then oxidizes the copper sulphide minerals and the copper contained is then leached by the sulphuric acid formed.

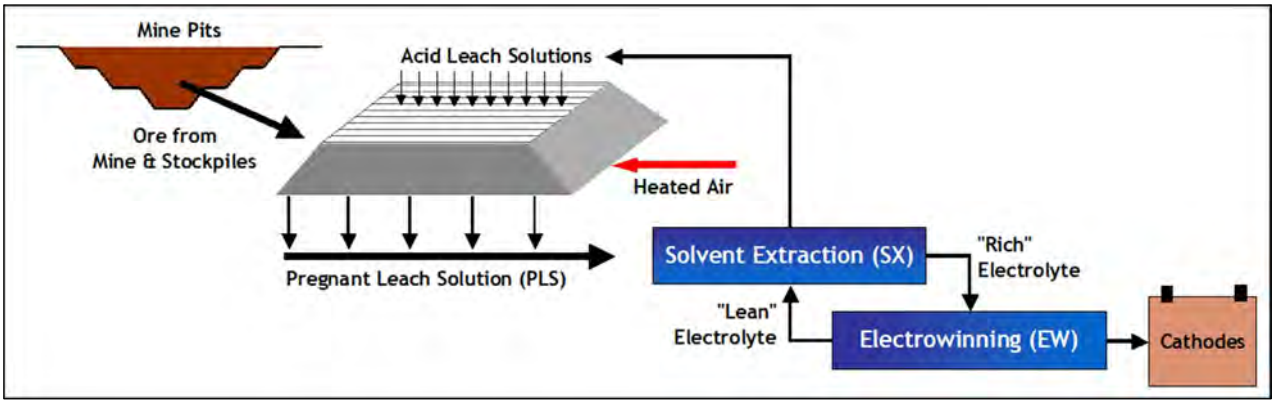
The key factors for successful leaching in all the sulphide oxidation reactions are:

- The presence of ferric iron, supplied in part by the pyrite and chalcopyrite but much more importantly regenerated from the ferrous iron by bacterial action.
- The presence of oxygen supplied by the forced aeration system.
- The presence of acid, supplied in part by oxidising pyrite but also from the irrigation liquors fed to the dump.

Without these three components, namely bacteria, oxygen and acid, the leaching process is not effective.

Copper is then recovered from pregnant leach solutions via dedicated facilities for SX and EW. The sulphide leach maximum irrigation capacity is 16,500 cubic metres per hour (m^3/h).

A simplified flow diagram for the process at low grade sulphides leaching is presented as. Figure 14-5 the existing major equipment, in addition an equipment list is provided in Table 14-6.



Source: MEL (2022)

Figure 14-5: Schematic of MEL Bioleach Process

Table 14-6: Main Equipment List for Bioleaching Process

Area / Process	Equipment	Description	Quantity
Leaching	Fans Aeration	Pressure 15.5 KPa e.a., Flow 1,720.000 A m^3/h	50
	Raffinate Pumps	Flow Rate 1,500 m3/h	8
	PLS Pumps	Flow Rate 1,500 m3/h	7
	Heat Exchangers	6,000 kW e.a., Flow Rate 300 m3/h	2
Solvent Extraction	Organic Cyclone	Flowrate 4.5 m3/h	1
	Recovered Organic Tank	Capacity 6 m3	1
Ponds	PLS	Capacity 108,000 m3	1
	Raffinate	Capacity 108,000 m3	1

Source: MEL (2022)

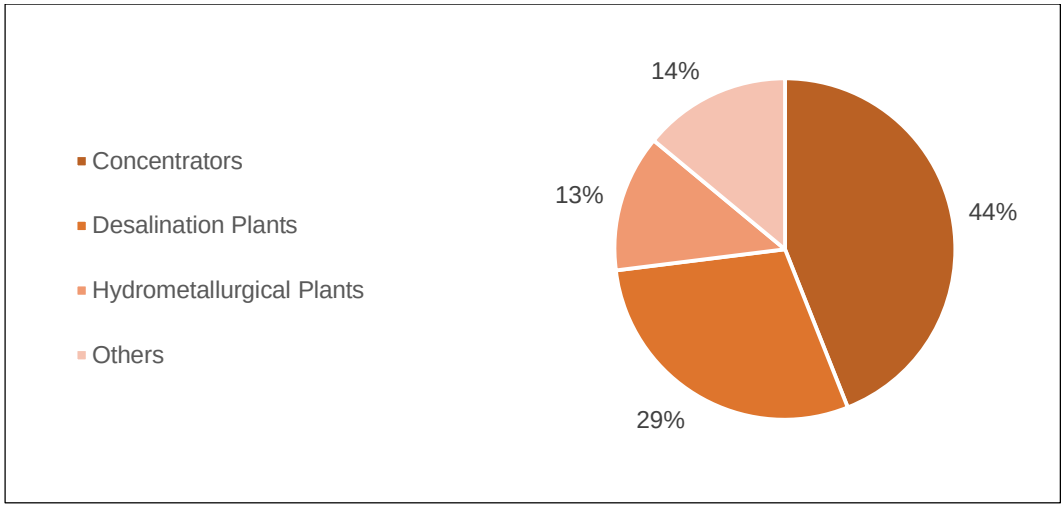
14.3 Requirements for Energy, Water, Process Materials, and Personnel

The following sections describe the requirements for energy, water, processing and personnel.

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14.3.1 Energy

MEL operations considers a stable power demand of 6,120 [MWh] until June 2028, after that the power demand will likely decrease by approximately 30% in response to the anticipated Los Colorados concentrator shutdown. In general terms, the main energy consumption is associated with the concentrator processes, followed by desalinated water pumping from the sea level to the mine site. The energy consumption distribution is presented in Figure 14-6.

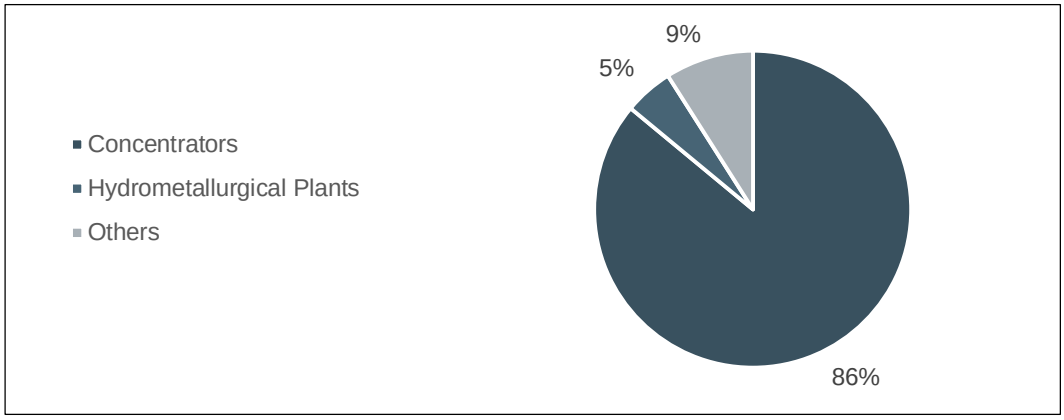


Source: MEL (2022)

Figure 14-6: Energy Consumption Distribution at MEL

14.3.2 Water

MEL operations has a total demand of water of over 4,500 litres/second. The water consumption in MEL site is driven by concentration process. The water supply for the processes is composed of two main sources; i), desalinated water which is pumped from the ocean to the mine site; and ii), recovered water from the dewatering processes at concentrators. The consumption distribution is show in Figure 14-7. In the next decade it is expected that water demand will decrease 30 % because of the closure of both oxide leaching operation and Los Colorados concentrator



Source: MEL (2022)

Figure 14-7: Water Demand Distribution at MEL

The desalinated water represents the 70 % of the whole water supply. No water sourced from pumping of underground water is used for either mining or processing.

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14.3.3 Suppliers for Process

The main materials used at the mine and the process are presented in Table 14-7. The critical supplies are managed by long term contracts to mitigate low stock risk.

Table 14-7: Main Materials used at the Mine and Process

Process	Main Supplies
Mine	Tires, Fuel
Concentrators	Grinding balls, mill liners, lime, chemical reagents, replacement parts.
Hydrometallurgical Plants	Sulphuric Acid

Source: MEL (2022)

14.3.4 Personnel

Over the next 25 years in the base plan at MEL, total personnel (MEL & Contractors) are projected remain stable at 2021 levels. The estimated personnel ranges between 12,000 and 14,000 people because of spot contracts for shut-down maintenance. The personnel employed directly by MEL consists of approximately 3,800 people.

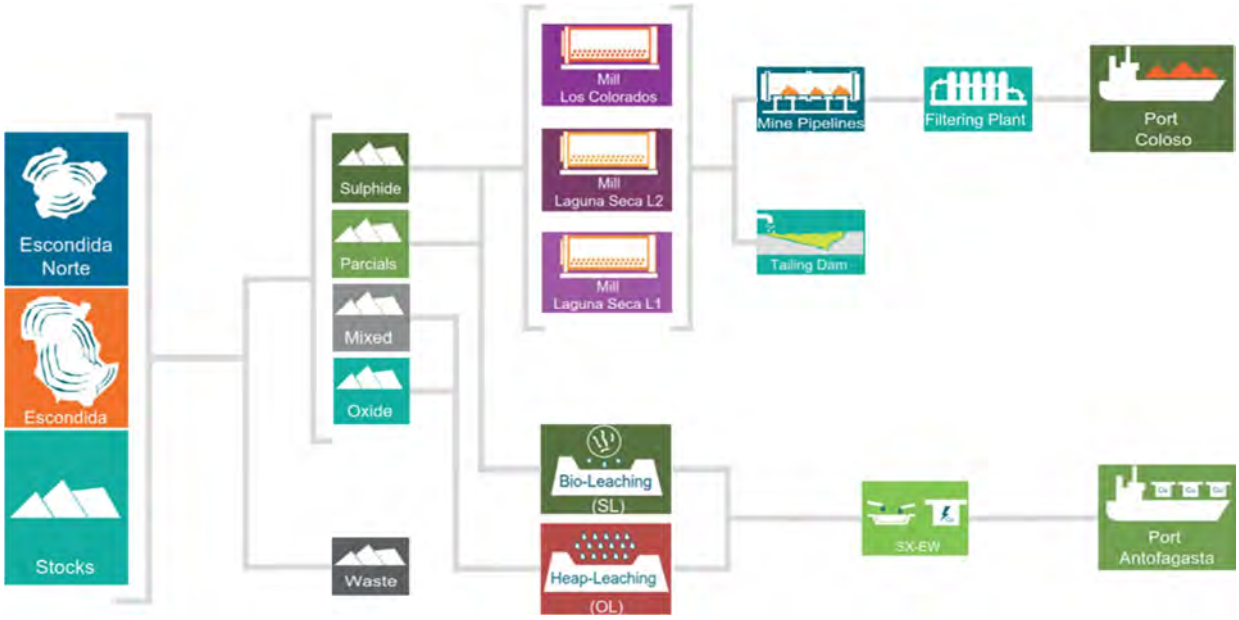
14.4 Novel Processing Methods

In the opinion of the Qualified Person the processing methods and practices are considered conventional for the industry standard. The process technology and equipment are widely proven in the industry to support long term mine plans for MEL and therefore limits the risk for reserves estimation.

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15 Infrastructure

MEL has a company-owned infrastructure distributed over an extended area of the Antofagasta Region from port sites on the pacific coast to the mine site in the Andes. The infrastructure is required to support the magnitude of MEL's operational activities: the extraction of waste and mineral from two mining open pits, the operation of three concentrator plants, two heap leaching processes with their cathode production plants, the operation of two seawater desalination plants and water pumping to mine site, a tailings deposit, along with support and service facilities. These are shown schematically in Figure 15-1.



Source: MEL (2022)

Figure 15-1: Schematic of MEL Operations

Table 15-1 describes the principal value chain at MEL which is comprised of three major subsystems to include mine site, transportation and port, with seven process steps.

Table 15-1: Overview of Major Subsystems at MEL

Mine site:	**Mineral**	
1	Mining, including drill and blast, and load and haul	
2	Ore handling and transport to processing plants (including crushing and/or screening as required) and metallurgical processing	
	Product: Concentrate	**Product: Cathode**
3	Concentrate stockpiled as slurry then pumped to port via pipeline	Cathode packaged, stored, and loaded for rail transport to port
Transport	**Product: Concentrate**	**Product: Cathode**
4	Gravity driven transport of concentrate via pipeline to port	Cathode by train to port
Port	**Product: Concentrate**	**Product: Cathode**
5	Concentrate collected, filtered and dried at port	Unloaded and stored at port
6	Stockpiled at Coloso Port	Stockpiled at Angamos Port
7	Direct ship loading to dedicated bulk carriers;	Loaded to ship

Source: MEL (2022)

Maps presented in this chapter use UTM WGS84 unless otherwise stated.

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15.1 Description

MEL began construction in 1988, with an initial investment of US$836 M for the construction of general facilities, plant, port, and pipelines, and started operations in 1990. In 1991, it had a plant capacity of 35,000 tpd.

Subsequently, in 1993, with an investment of US$76, Phase I began, with an expansion to 45,000 tpd. Then, with an investment of US$ 261 million, Phase II began in 1994; and over the next ten years, Phases III, III1/2 and IV were developed, reaching 230,000 tpd in 1993.

MEL's operating process begins with the extraction of materials from the Escondida and Escondida Norte deposits using conventional open-pit mining techniques. Extraction includes waste materials and ores.

After fracturing the rock with controlled blasting, the removed material is loaded by electromechanical shovels onto trucks and transported to processing plants in the case of high grade ore, to sulphide leaching heaps in the case of low grade sulphide ores, or to authorised dumps in the case of waste.

The sulphide ores are processed in three concentrator plants: Los Colorados, located near the Escondida pit, Laguna Seca Lines N°1 and N°2, located some 17 km south of the Escondida pit. The valuable mineralisation is separated from the waste rock through the flotation concentration process, generating copper concentrate as the final product. The waste or residue from the concentration process is taken to the tailings deposit known as the Laguna Seca tailings dam.

The copper concentrate is transported as a pulp with 65% solids through two 170 km long pipelines to the Coloso Port sector, located on the coast south of Antofagasta, where it is filtered until it reaches a humidity of around 9%, and then placed in stockpiles until it is shipped from the port on bulk carriers. Some minor amounts of concentrate is loaded onto trucks and transported by road to other ports or to national smelters.

The oxidised ores are processed through a sequence of leaching, SX, and EW processes. The process begins with crushing and agglomeration of the ore, which is then deposited on large heaps where it is irrigated with sulphuric acid solutions to dissolve the copper present.

In addition, low-grade sulphide ores are processed through a sequence of bioleaching, solvent extraction (SX), and EW processes. The process begins by transporting these materials directly from the mine and depositing them in giant heaps, where they are irrigated with sulphuric acid solutions and treated with bacteria at a certain temperature, which dissolve the copper contained in these minerals.

The recovery of copper from the solutions emanating from the leaching heaps, both oxides and sulphides, is carried out by selective extraction using specific organic compounds (SX), obtaining a solution enriched in copper after a re-extraction process. Finally, by EW, the dissolved copper is deposited on stainless steel plates that constitute the copper cathodes. These cathodes reach an approximate weight of 78 kg with a purity of 99.999% and are transported by rail to the port of Antofagasta or Mejillones for subsequent shipment to the international market.

The operational infrastructure also includes all the facilities associated with production support services and the supply of inputs, such as electrical energy transmission systems at different thickness levels, desalinated, drinking and recovered water supply systems, camps, warehouses and buildings, administrative offices, and access and internal roads among many other complementary facilities.

The main existing infrastructures in the sectors where operations and support activities are carried out for MEL are:

- Escondida Pit
- Escondida Norte Pit
- Escondida Dumps

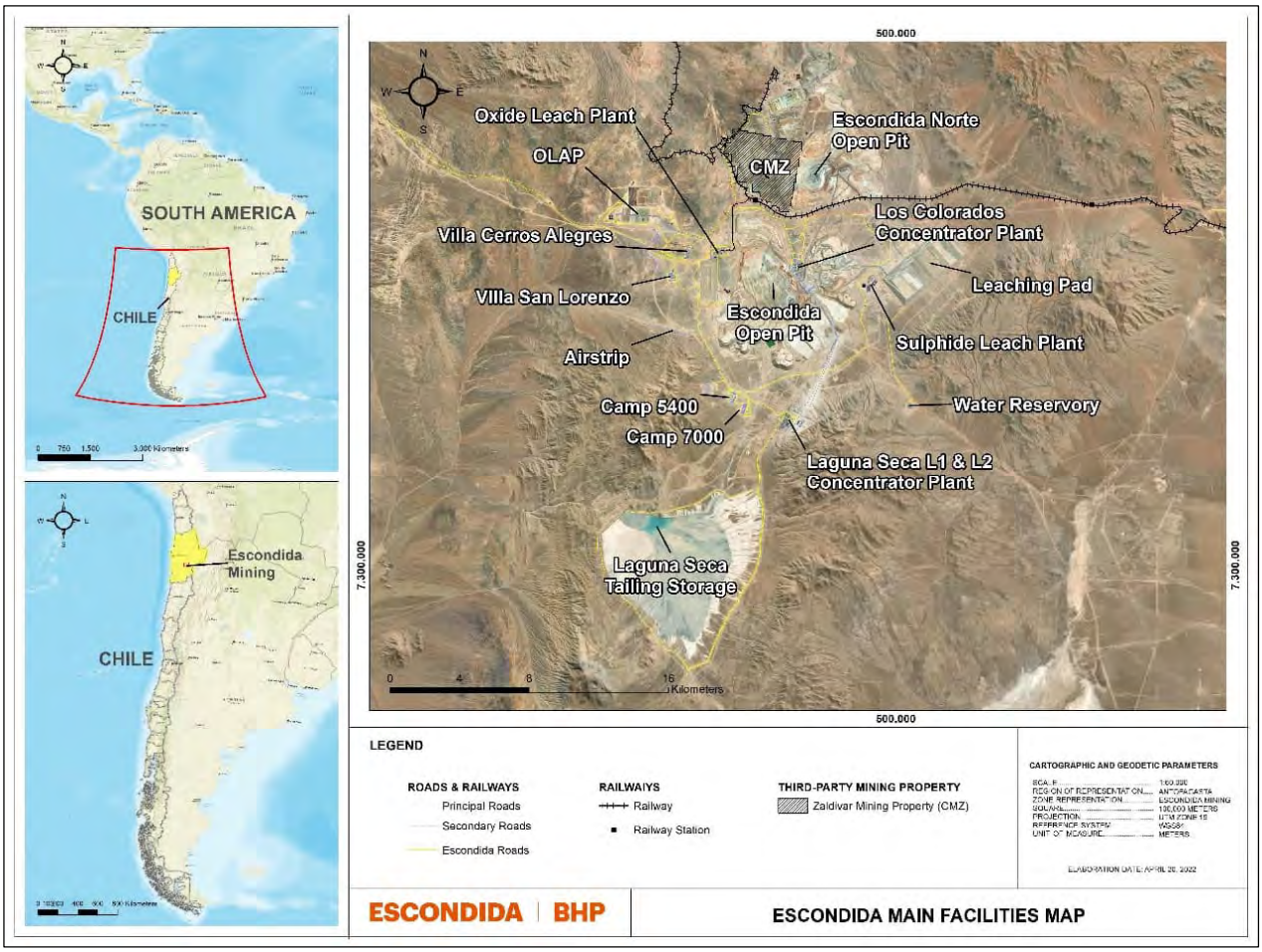
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- Escondida Norte Dumps
- Crushers and Conveyors Belts
- Sulphide ore concentrator plants: Los Colorados and Laguna Seca Lines N°1 and N°2
- Copper Concentrate Transport Systems (Pipelines)
- Tailings transport systems (Relay pipelines)
- Copper Concentrate Filtration Plant (Punta Coloso)
- Copper concentrate shipping facilities (Coloso port)
- Reclaimed water transport and storage systems
- Tailings deposits: Hamburgo and Laguna Seca
- Oxidised ore leaching heaps
- Heap leaching of low-grade sulphide ores
- SX and EW plants
- Crushers and conveyor belts
- Supply and support facilities:
- Industrial water supply systems (desalinated water)
- Seawater desalination plants (Coloso sector)
- Drinking water treatment plants
- Wastewater treatment plants
- Electricity supply systems, consisting of substations, transmission lines, electrical rooms and service roads.
- Waste storage facilities
- Waste transfer centres
- Fuel storage and distribution systems
- Explosive’s storage and preparation
- Work camps:
    - Villa San Lorenzo
    - Villa Cerros Alegres
    - Camp 5,400
    - Villa Monica Harvey
- Warehouses and workshops:
- Administrative offices
- Storage yards
- Access roads and internal connections

The location of MEL's main existing facilities is presented in Figure 15-2.

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Source: MEL (2022)

Figure 15-2: MEL's Main Facilities

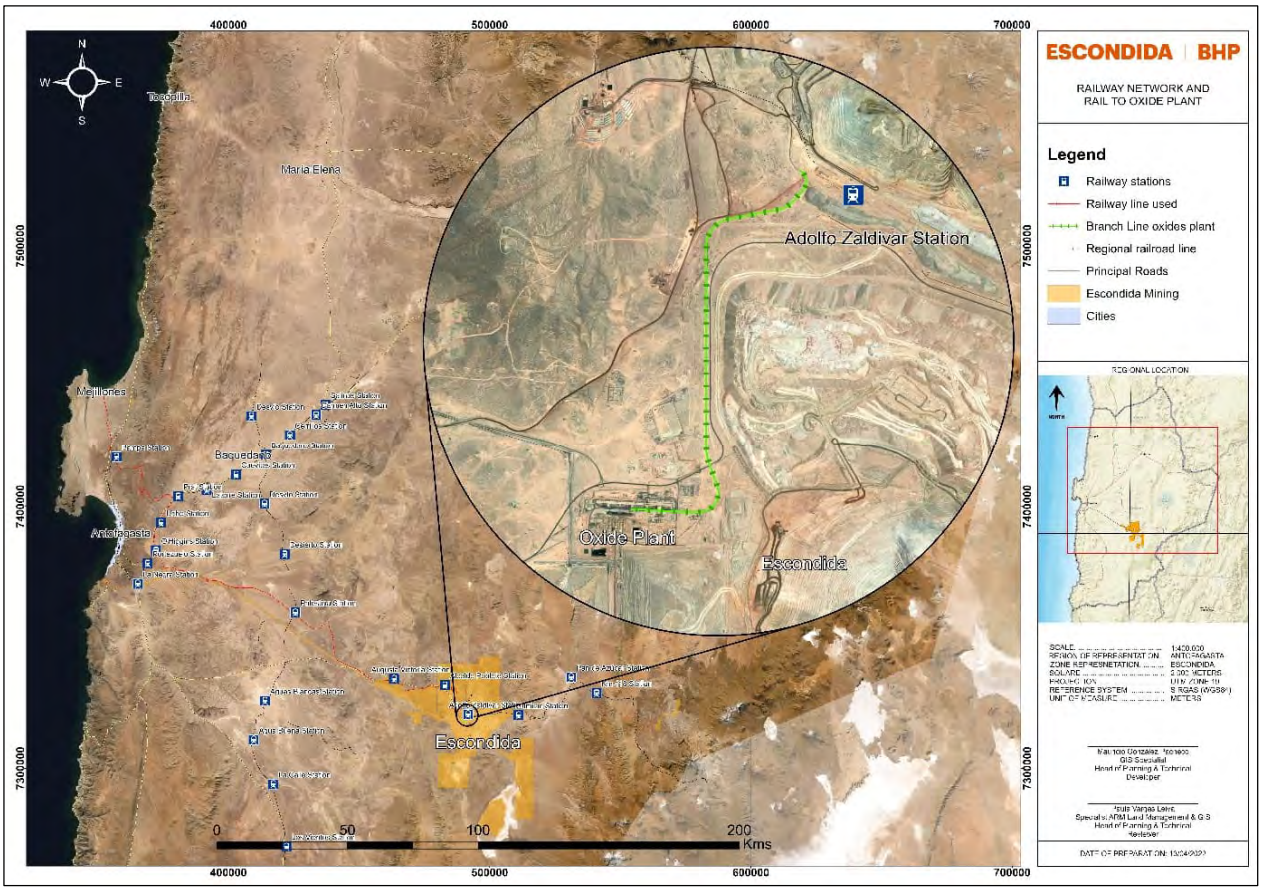
15.2 Rail and Roads

15.2.1 Rail

MEL is an important user of the existing railways in the Antofagasta Region for the transport of copper cathodes to the port of Antofagasta and Mejillones, as well as for the transport of sulphuric acid from ports to the mine site, where it is stored in tanks for later use. To transport cathodes and sulphuric acid, MEL has transport service contracts with the main railway companies that own the railways, such as Ferrocarril de Antofagasta a Bolivia (FCAB) or Empresa de Transportes Ferroviarios S.A. (Ferronor). Ferronor, in addition to owning the railway track and railway stations, among others, owns the section that goes from Augusta Victoria Station to Socompa, which crosses the Pinta Verde sector. Ferronor also owns the surface land along the railway track, whose width varies between 50 m for sectors of relatively flat relief, up to 100 m wide for those sectors with steep topography. These distances are measured from the axis of the railway track (Figure 15-3).

MEL owns only a small railway line that connects the Cathodes Plant with the railway line that runs from Augusta Victoria to Socompa, and which connects with the railway line owned by Ferronor in the sector called Adolfo Zaldívar Station. This railway line has a length of 4.1 km and can be seen in Figure 15-3.

It should be noted that the gauge of the railway tracks is 1.0 m and that, apart from the rail convoys that transport the cargoes of mining companies such as MEL, or CMZ, rail traffic in the region for other products has been quite scarce and sporadic for many years.



Source: MEL (2022)

Figure 15-3: Regional Railway Scheme

15.2.2 Roads

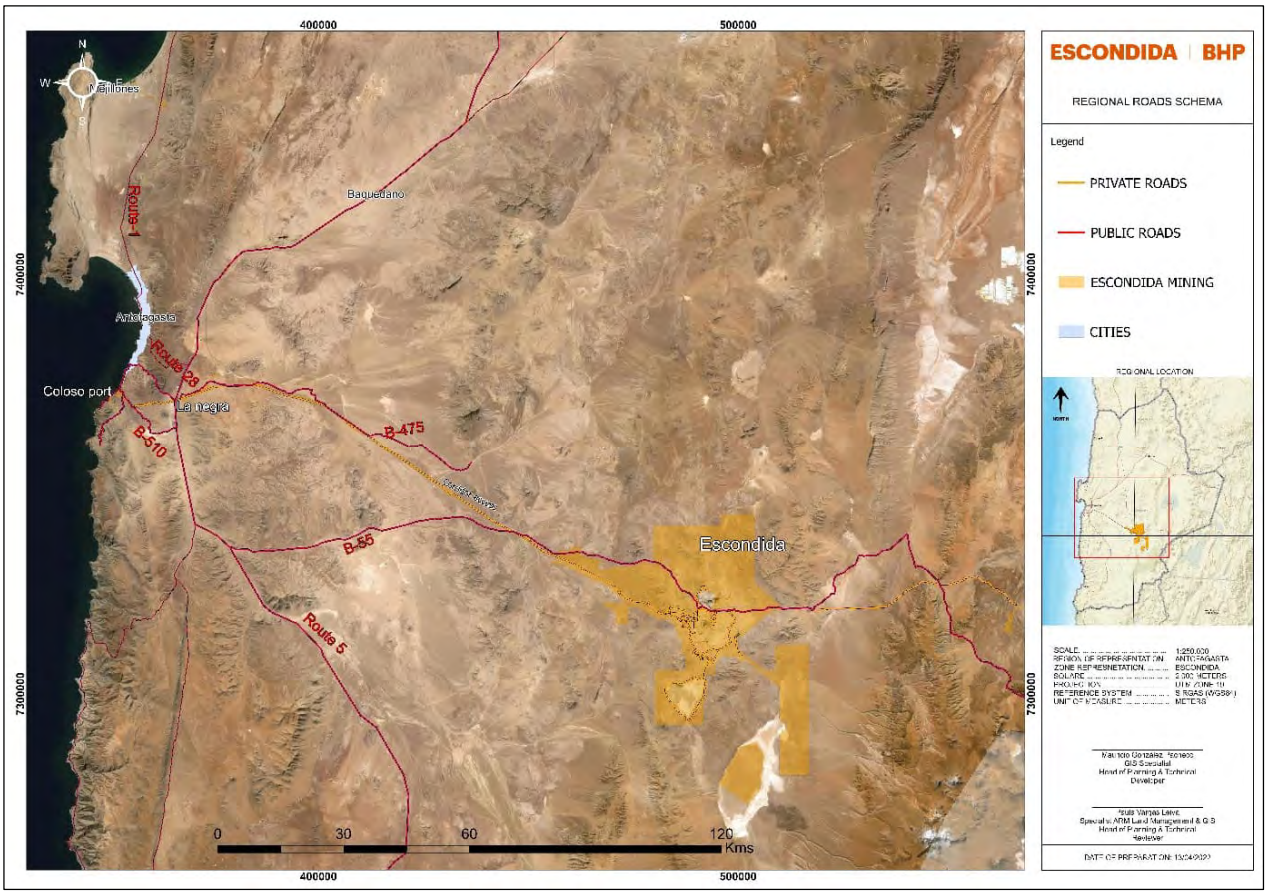
MEL has an access road approximately 150 km long, which connects the mine with the main public roads in the Antofagasta Region. In the vicinity of Antofagasta city, in the sector known as La Negra, it joins with Route 5, which is one of the main longitudinal routes in the country, and with Route B-28, which connects with the city of Antofagasta (Figure 15-4).

The access road is owned by MEL and its layout is within its mining easements. It connects the Coloso Port with the mine. MEL is fully responsible for its maintenance, applying high standards in terms of vehicular traffic, in accordance with the regulations in force in Chile to ensure the safe movement of people, vehicles and supplies. This road allows the movement of MEL personnel and collaborating companies, as well as the transport of various supplies, equipment and components required for the operation of the mines, plants, camps and other operating units. In the same way, this road is the main artery for the transport to their final disposal sites of all discarded materials, components to be repaired and other industrial waste that cannot remain in the operational areas.

For access to the port and facilities of Coloso, the main connection route is Route B-1, also known as the coastal route, as it provides a link to all the coastal cities located to the north, such as Antofagasta, Mejillones, Tocopilla and Iquique.

Another public road of alternative use to access the different MEL facilities is the international road Route B-55, which also connects with the Republic of Argentina, and whose roadway is not paved. The importance of this road is that part of its route divides the Escondida and Escondida Norte deposits, and for MEL's mining vehicles to cross it, special permits must be obtained and kept in force with the Roads Department for the crossing of this route by mining equipment with overweight and overwidth.

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Source: MEL (2022)

Figure 15-4: Regional Roads Schema

Within the operational area, there are more than 275 km of internal roads, of which approximately 85 km are paved. These roads connect the various camps with the mining areas, processing plants and other industrial areas, such as the Laguna Seca dam, sulphide and oxide leaching heaps. This number of kilometres does not include the roads to the well fields of Salar de Punta Negra and Monturaqui, whose operation is currently halted, and their facilities are not in use.

In general, the existing roads, both internal and access roads, have two lanes in both directions and have a 7-m wide roadway. In addition, the access road and paved roads have a 1-m wide berm. In terms of traffic safety measures, the current regulations of the Roads Directorate are fully complied with, which MEL has also complemented by implementing standards to reinforce traffic safety, which apply to both people and all types of vehicles travelling on these roads.

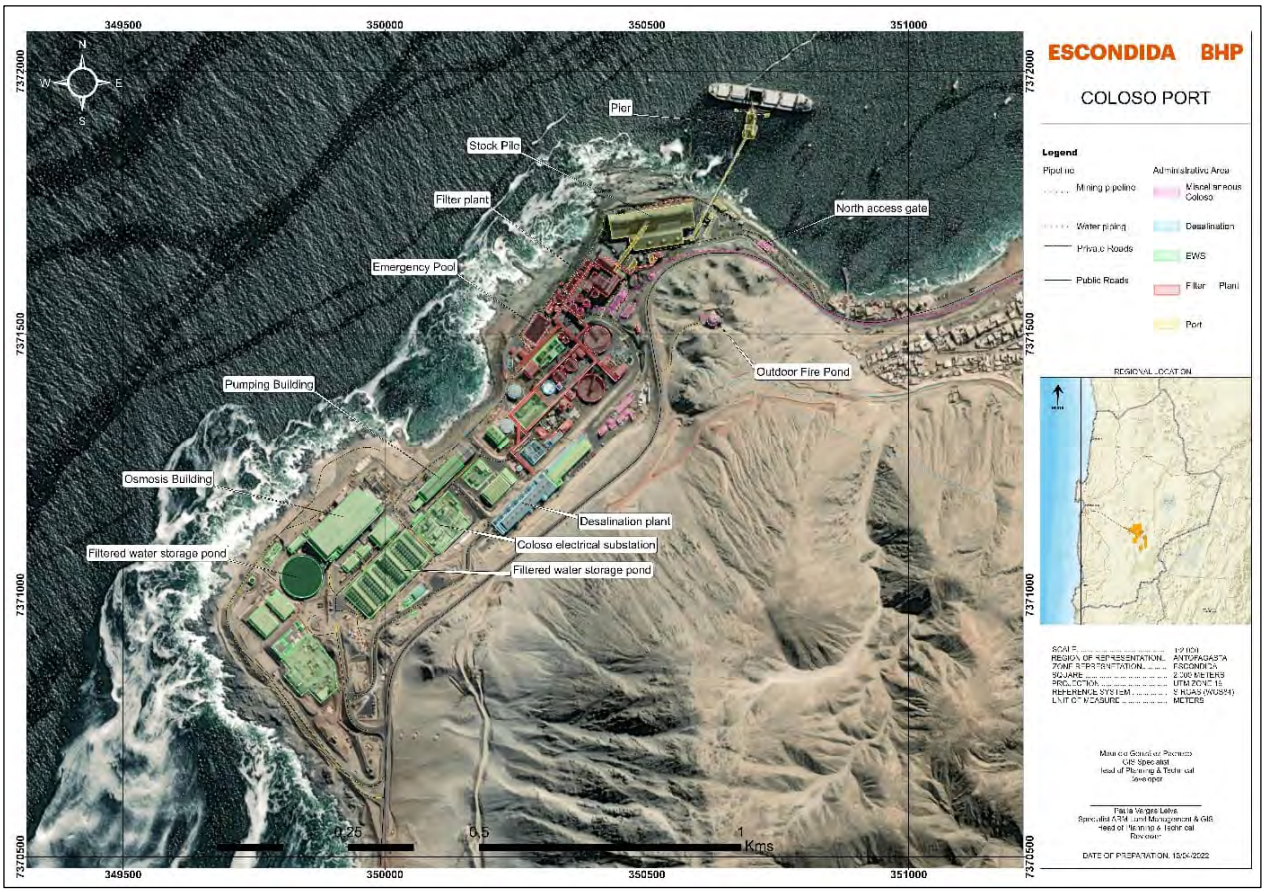
15.3 Port Facilities

The concentrate is pumped from the concentrator tanks via 2 pipelines, 6 inches and 9 inches, each with valves stations down the way to Antofagasta (Figure 15-5).

Both pipelines end in low density tanks that receive the concentrate and pump it into the thickening process to increase solids percentage and feed the filter plant (Figure 15-6).

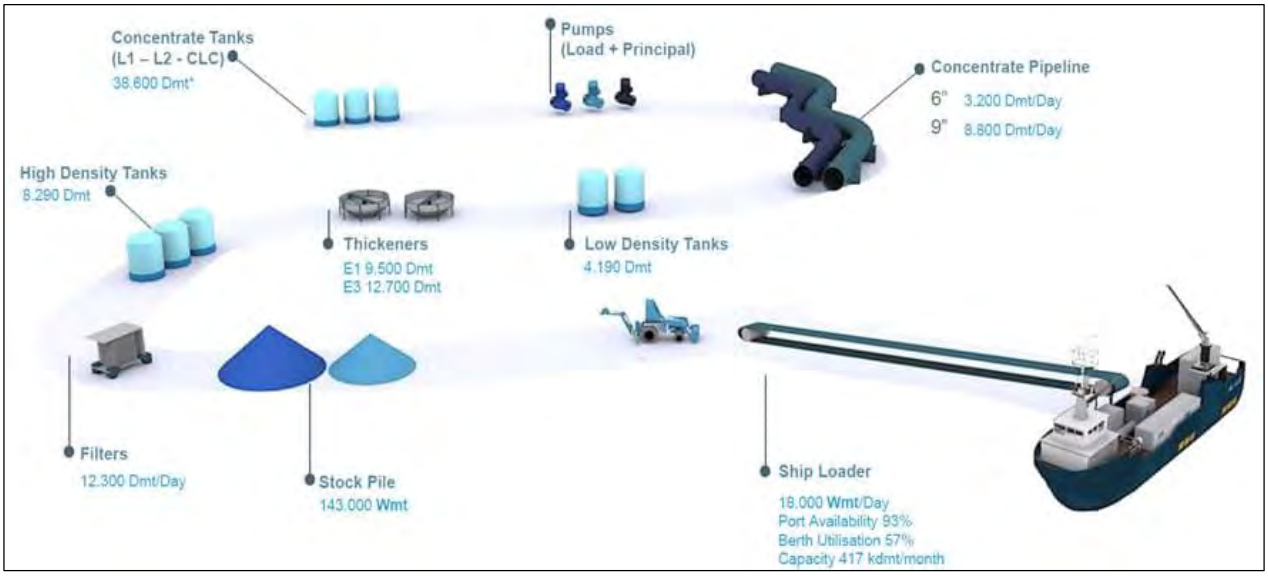
Six vertical cloth filters operate by mechanic method generating a water elimination process to be able to achieve 9% solids. Filters discharge in conveyor belts that go all the way up to the top of the stockpile where it is discharged into the loading area. Transporters conduct the dry concentrate into the port area from where the concentrate is deposited into the vessels holds.

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Source: MEL (2022)

Figure 15-5: Coloso Port



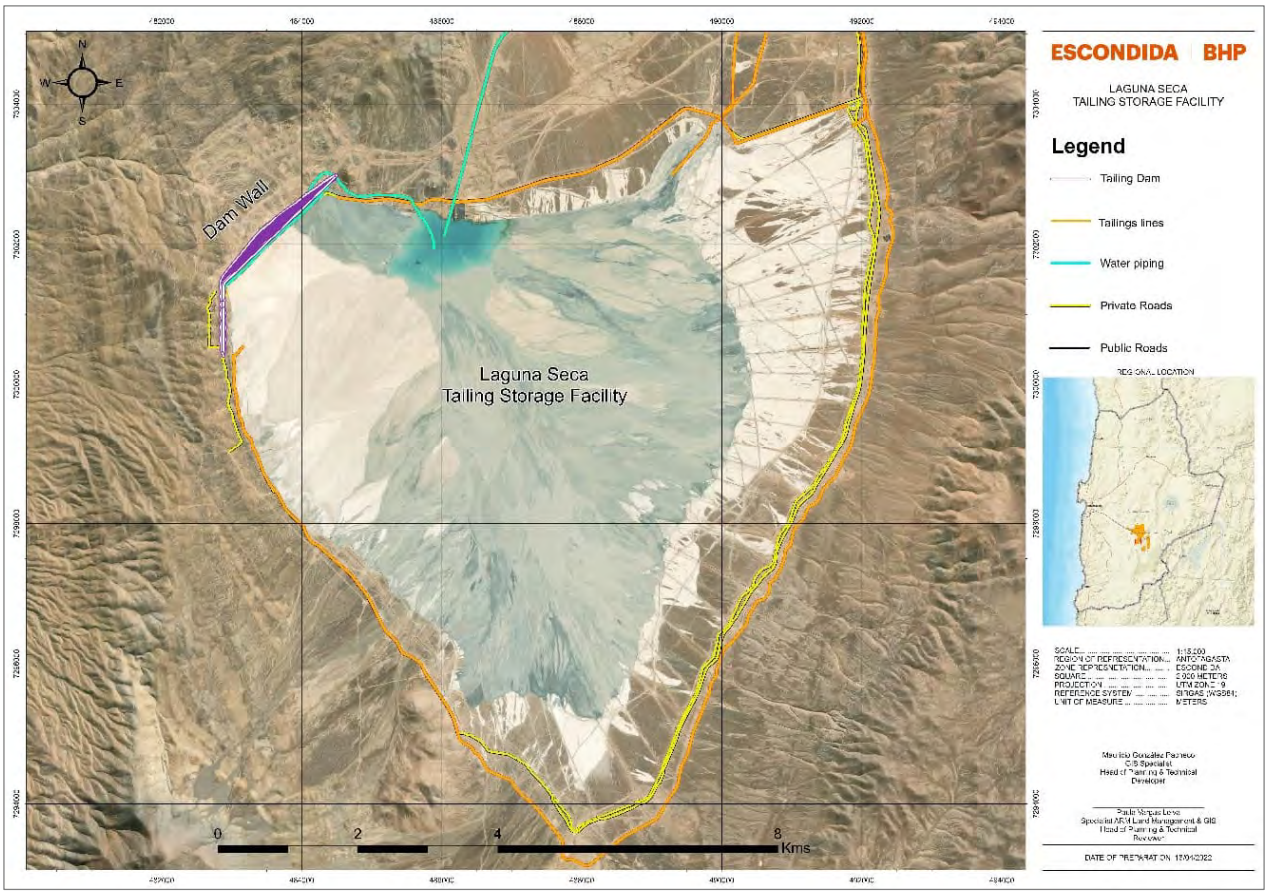
Source: MEL (2022)

Figure 15-6: Coloso Port Process Schematic

15.4 Tailings Disposal

The Laguna Seca tailings deposit became operational in 2002. It is located in a small intermontane basin in the Domeyko mountain range, about 15 km southeast of the Escondida pit and 170 km southeast of the city of Antofagasta. This deposit stores tailings from the three concentrator plants currently in operation (Figure 15-7).

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Source: MEL (2022)

Figure 15-7: Laguna Seca Tailing Storage Facility

Tailings are conveyed through 48-inch high density polyethylene (HDPE) pipes (tailings pipelines) and then discharged to the 12-cell tailings impoundment with dividing dams. The northwest boundary of the Laguna Seca basin has a retaining wall that is built with borrow materials, has a 15-m berm, at present (2021) the wall is at an elevation of 2,955 m above sea level, and its growth maintains the 5 m of revanch and a compaction of 95% proctor. For the monitoring and control of water infiltration, there are three piezometers and a curtain of wells below the wall.

The Laguna Seca deposit has an authorised tailings disposal capacity of approximately 4,500 Mt and involves reaching a maximum height of 3,010 m amsl, with a wall 107 m high and approximately 3 km long. According to current studies and the current permit, the deposit is expected to be completely filled by 2058 and occupy an area of approximately 62 km^2 by that year.

The clear water recovery system is installed on a dam of compacted fill material, which is periodically relocated to a higher elevation as the deposit grows. The deposit wall is waterproofed with an HDPE geo-membrane on its slope to prevent water ingress from the basin. The wall includes a drainage system at its base to collect any water that eventually percolates through to keep the base of the slope dry to ensure its strength and stability.

The drainage water is collected in a pool for recirculation to the deposit lagoon and then reused in the process.

The general design characteristics of the Laguna Seca tailings impoundment are described in Table 15-2.

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Table 15-2: General Characteristics Laguna Seca Dam

Design Parameter	Status
Tailings production (ktpd)	450
Height of wall crown	3.010
Final altitude (m)	107
Upstream slope (H:V)	2.0:1.0
Downstream slope (H:V)	2.7:1.0
Waterproofing	With Geomembrane
Minimum freeboard (m)	5
Crowning width (m)	15
Final capacity (Mton)	4.500
Wall material	loan
Final deposit area (km^2)	62

Source: MEL (2022)

The design of the Laguna Seca tailings dam is currently at its sixth increase in wall elevation (raise) and presents the main geometrical characteristics shown in Table 15-3.

Table 15-3: Design Features for the Sixth raise

Geometric Parameters	Dimensions
Height 6° Camber	2,955 m amsl
Wall Material	Loan
Growth Method	Downstream
Upstream slope	1.8:1.0 (H:V)
Downstream slope	2.0:1.0 (H:V)
Crowning width (m)	15 m
Maximum Height of Main Wall	51 m (to elevation 2,955 m amsl)
Length Main Wall	2,180 m (to elevation 2,955 m amsl)
Length Secondary Wall	226 m (to elevation 2,955 m amsl)
Minimal Operational freeboard of the Wall	> 5 m

Source: MEL (2022)

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15.5 Power, Water, and Pipelines

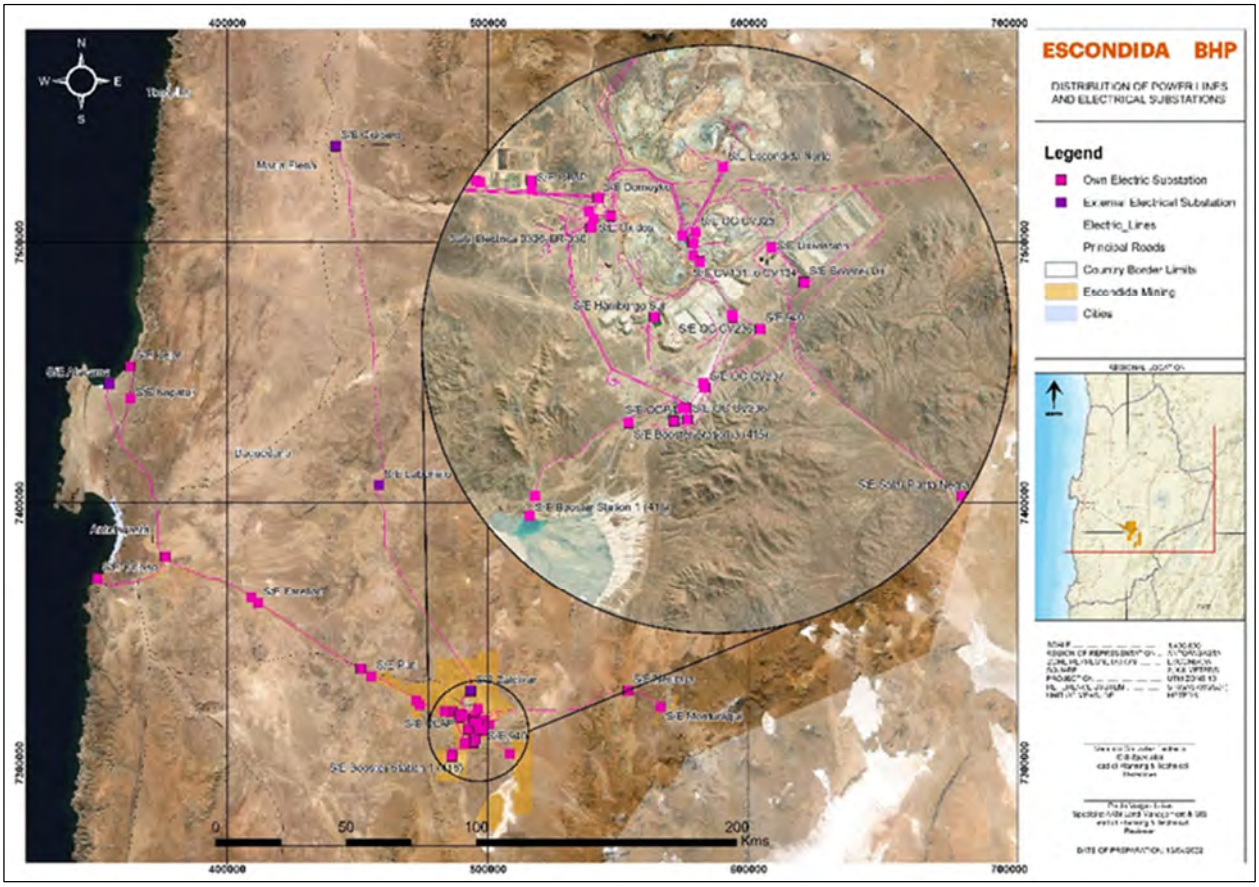
15.5.1 Power (Electric Energy)

The infrastructure of the electricity transmission systems is designed and built to support and carry out the adequate supply of this input at high, medium, and low voltage levels.

The 220-kilovolt (kV) high voltage electricity supply infrastructure connects directly with the generating sources and is an integral part of the National Electricity System (SEN), forming part, in addition to the South-Cordillera system, of the North Zone SEN. In general, the generating sources or connection points to the SEN are located far from the consuming sources, such as crushers and conveyor belts, concentrator plants, cathode plants, tailings pipeline systems and reclaimed water pumping, facilities located in areas of the mine and the desalination plant and concentrate filter plant located at Coloso.

To ensure that the transmission of electrical energy reaches the places where MEL carries out its operations, it currently has more than 1,000 km of electrical lines at high voltage levels of 220 kV, 215 km of electrical lines that transmit electrical energy at voltage levels of 69 kV and more than 600 km of electrical lines that allow distribution at voltage levels of less than 34.5 kV. This entire distribution system

allows the continuous supply of this critical input for the operation of all its mining plants, desalinated water plants and all complementary plants and facilities to fully develop its activities. Table 15-4 and Table 15-5 shows a summary of the high voltage power lines (HVL) at 220 kV and 69 kV, respectively, with their corresponding origin substations and arrival substations, as well as the length of these lines.



Source: MEL (2022)

Figure 15-8: Electric Transmission Lines Schematic

For connections to the electricity system at 220 kV voltages, there are transmission lines at 15 substations owned by the company and another four lines at three substations belonging to other companies. For transmission at 69 kV voltage levels, there are 25 substations with a main voltage of 69 kV and 69 kV panels at 4 substations with a main voltage of 220 kV.

Electricity is distributed to the different plants and operational facilities at voltages of 34.5, 33.0, 23.0, 13.8, 7.2, 6.9, and 4.16 kV from the distribution switchgear (Figure 15-8). As for the distribution of electricity for the extraction of materials from the Escondida and Escondida Norte pits, there are a total of 19 mobile substations and 16 distribution cells, and the transmission cables operate at voltages of 13.8 kV and 7.2 kV.

The high voltage electrical substation is considered to be a group of equipment that, as a whole, enables the connection of high voltage electrical lines that supply or collect energy from it and, in the event of a failure of one of the lines, allows it to be disconnected without interrupting the power supply. In MEL's electrical system, there are two types of substations:

- Open Yard, consisting of a large fenced yard inside which equipment is installed to interrupt the electrical flow of each line, called high voltage switches, and all the equipment associated with the operation of these (current transformers, voltage transformers, disconnectors, lightning arresters). Each line arrives at the substation through one of the sets of equipment ("line panel"). The substation is also composed of a series of structures that support the high-voltage conductors that

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interconnect all the high-voltage lines coming into the substation and all the aforementioned equipment. Most of the substations in MEL's electrical system correspond to this type of technology.

- In GIS (Gas Insulat Substation), which is made up of compact equipment that includes similar equipment to that described for the open yard substation, but which is confined in metal ducts filled with a highly insulating gas. This makes it possible to configure a substation with the same characteristics as the open-air substations, but with physical dimensions that are equivalent to 85% of those of the open-air substations. In the GIS, the equipment is housed inside a building isolated from the environment, to which the high-voltage conductors of the respective power lines reach. At MEL, there are currently 5 substations in GIS technology, which are: SE OGP1, SE Puri, SE Farellón, SE Chimborazo and SE 360. This technology was also included in the extensions of SE O'Higgins and SE Coloso.

Table 15-4: 220-kV High Voltage Electrical Energy Transmission Systems with their Source and Destination Substations

No	SE Origin	SE Destination	Circuit		Level of Tension	Length (km)	Status
1	SE Crucero	SE Laberinto	2	Double	220 kV	133	In Use
2	SE Laberinto	SE Nueva Zaldívar	2	Double	220 kV	95	In Use
3	SE Nueva Zaldívar	SE Escondida	2	Double	220 kV	14	In Use
4	SE O'Higgins	SE Domeyko	1	Double	220 kV	128	In Use
5	SE Mejillones	SE O'Higgins	2	Double	220 kV	74	In Use
6	SE Kapatur	SE O'Higgins	2	Double	220 kV	69	In Use
7	SE O'Higgins	SE Coloso	1	Simple	220 kV	33	Desarming
8	SE O'Higgins	SE Coloso	2	Double	220 kV	66	In Use
9	SE Domeyko	SE OGP1	1	Simple	220 kV	15	In Use
10	SE Domeyko	SE Laguna Seca	1	Simple	220 kV	13	In Use
11	SE Nueva Zaldívar	SE Sulfuros	1	Simple	220 kV	13	In Use
12	SE Domeyko	SE Escondida	1	Simple	220 kV	7	In Use
13	SE Nueva Zaldívar	SE OGP1	2	Double	220 kV	28	In Use
14	SE Domeyko	SE Sulfuros	1	Simple	220 kV	1	In Use
15	SE Domeyko	SE Oxido	1	Simple	220 kV	1	In Use
16	SE Kelar	SE Kapatur	2	Double	220 kV	15	In Use
17	SE Atacama	SE O'Higgins	2	Double	220 kV	148	In Use
18	SE O'Higgins	SE Farellón	1	Simple	220 kV	41	In Use
19	SE O'Higgins	SE Puri	1	Simple	220 kV	93	In Use
20	SE Puri	SE Domeyko	1	Simple	220 kV	42	In Use
21	SE Chimborazo	SE Domeyko	1	Simple	220 kV	17	In Use
22	SE Farellón	SE Chimborazo	1	Simple	220 kV	77	In Use
23	SE Domeyko	SE SVC Domeyko	1	Simple	220 kV	0, 07	In Use

Source: MEL (2022)
Note: The above stations allow connection to the National Electrical System for the supply of electrical energy for MEL's processes.

MEL owns much of the power transmission system that supplies its operations. However, due to changes in national electricity regulations, several of the 220 kV high voltage lines became part of the national electricity transmission network, which is why MEL created a subsidiary company in the electricity sector called Kelti, so these assets became the property of Kelti, which currently operates these assets, leaving MEL in charge of the maintenance of the lines and other installations of these lines. In addition, the SE

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Kapatur - SE O'Higgins power line was built and is operated and maintained by the company STN, a subsidiary of the company SAESA, under a Building, Owner, and Transfer (BOT) contract with MEL.

Table 15-5: 69-kV High Voltage Electrical Power Transmission Systems with their Origin and Destination Substations

No	Origin	Destination	Circuit		Level of Tension	Length (km)	Status
25	S/E Escondida	Camino SPN	1	Simple	69 kV	19,19	De-energised
26	S/E OGP1	S/E Esc. Norte	2	Double	69 kV	18,59	In Use
27	S/E OGP1	Monturaqui	2	Double	69 kV	18,59	De-energised
28	S/E Escondida	S/E Neurara	1	Simple	69 kV	18,04	De-energised
29	S/E Neurara	S/E Monturaqui	1	Simple	69 kV	15,74	De-energised
30	S/E Sulfuro	S/E Lixiviación	2	Double	69 kV	14,10	In Use
31	S/E Laguna Seca	S/E Tranque	1	Simple	69 kV	11,74	In Use
32	S/E OGP1	S/E 940	2	Double	69 kV	6,79	In Use
33	S/E 401	S/E Hamburgo Sur	1	Simple	69 kV	6,77	In Use
34	S/E 940	S/E Laguna Seca	1	Simple	69 kV	5,91	In Use
35	LAT OGP1	S/E Hamburgo Sur	1	Simple	69 kV	5,89	In Use
36	S/E Sulfuros	S/E OLAP 0752-ER-051	1	Simple	69 kV	5,21	In Use
37	S/E Escondida	S/E Esc. Norte	1	Simple	69 kV	4,20	In Use
38	S/E 401	S/E 402	1	Simple	69 kV	3,69	In Use
39	S/E 401	S/E 940	1	Simple	69 kV	1,70	In Use
40	S/E 640	S/E 401	1	Simple	69 kV	0,77	In Use
41	S/E Escondida	S/E 640	1	Simple	69 kV	0,73	In Use
42	S/E Lixiviación	S/E Booster Lix	2	Double	69 KV	2,43	In Use

Note: The above stations allow for the distribution of electrical energy for MEL's processes.
Source: MEL (2022)

For the operation of the Electrical Power System there is a specialised Superintendence called Power Supply, which has a SCADA system that includes 35 substations and electrical rooms, which have their respective communication equipment, data concentrators and operating consoles. In addition, there are two groups of SCAD servers or Operation Centre, the main one being located near Pavilion 15 in the former Camp 3.5 and another backup centre located in Building H next to the Sulfur SE.

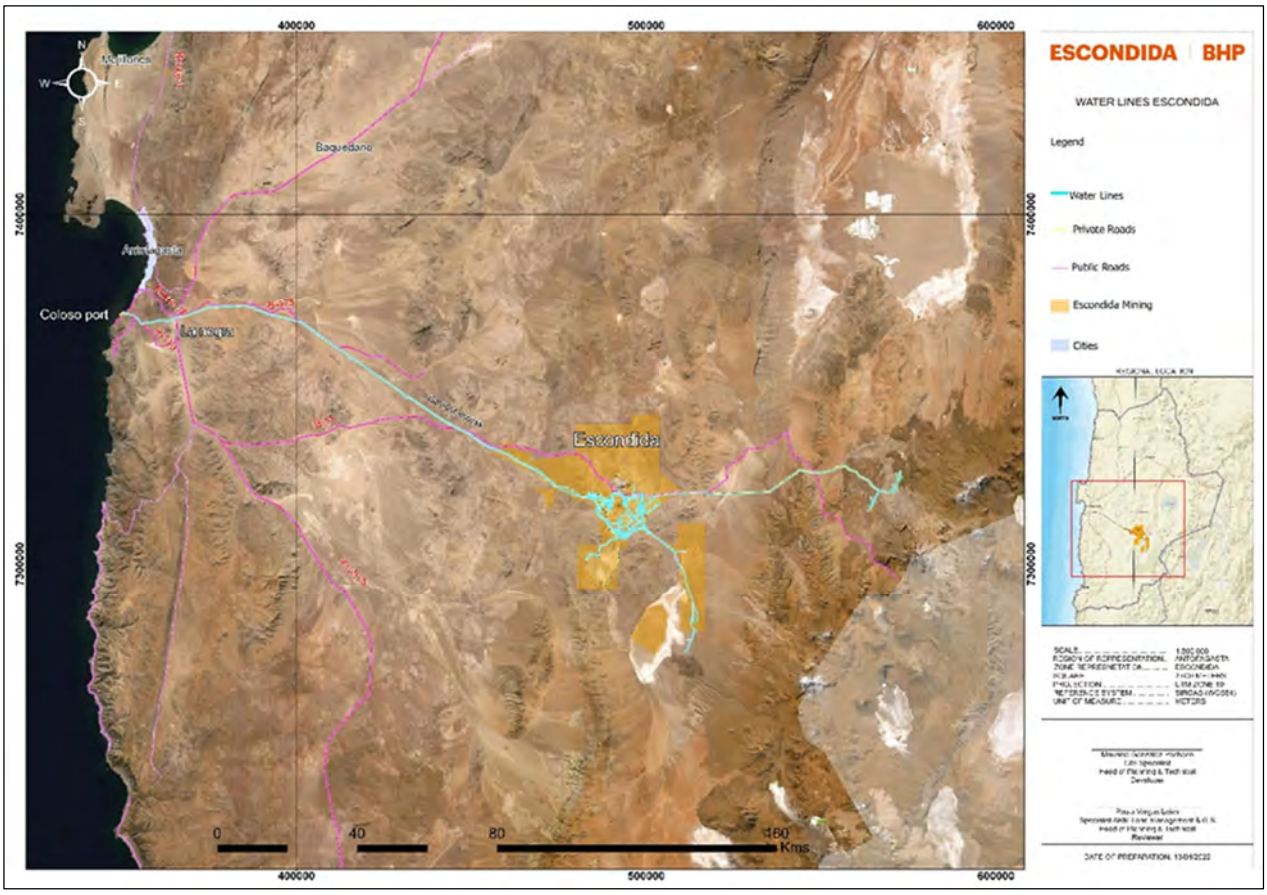
15.5.2 Water

Currently, most of the industrial water supply for operational needs comes from seawater, which is desalinated in specially designed and purpose-built plants located on the Antofagasta coastline, at a site known as Punta Coloso. There, there are two desalination plants, whose production is sent to the mine, approximately 170 km away and at a difference in elevation of 3,000 m. The water is carried by three pipelines, one of 24-inch diameter and two of 42-inch diameter. Figure 15-9 shows an overview of the water lines for MEL.

Part of the water needs are covered by the water recovered from the tailings dam, which is sent by aqueducts to the concentrator plants to be used again in the ore beneficiation processes.

A smaller amount of industrial water comes from pit drainage and from the area called Hamburgo, where MEL's first tailings dam was previously located. The use of these waters is covered by mining legislation (Article 110 of the Mining Code) and water legislation (Article 56 of the Water Code), which empowers the mining concession holder, by the sole authority of the law, to use these waters found in mining operations to the extent necessary to carry out the exploration, exploitation, and benefit of its minerals.

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Source: MEL (2022)

Figure 15-9: Water Lines Schematic

Desalination Plants

MEL has two seawater desalination plants which, as mentioned above, are located in the Punta Coloso sector. These plants are called Plant 0 and EWS Plant. Plant 0 came into operation in 2007 and the EWS Plant came into operation in 2017 and an extension of this came into operation in 2019.

The Plant 0 and EWS Desalination Plants meet the water demand of the following areas:

- Rajo Escondida Norte mine area, from which feed is supplied to the crushers, projects, crusher #5, drilling and exploration workings.
- Rajo Escondida Mine Area, from which feed is supplied to watering stations, crushers N°2 and N°3, truck workshop and projects.
- TK-272 and TK-02 ponds at the Cathode Plant.
- Sealing water for areas 640 and Drawer DI-165.
- Pond TK-83 for feeding Line N°1 of Laguna Seca Concentrator Plant (L1).
- Pond TK-251 for feeding Line N°2 of Laguna Seca Concentrator Plant (L2)
- Laguna Seca Concentrator Plant north pool feed, from which line L1 of the same concentrator is fed.
- Reverse Osmosis (RO) Plant Cerro Tecno Oxide
- Reverse Osmosis Plant (RO) 5300
- Reverse Osmosis Plant (RO) 7000

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Plant P0

Plant P0 was designed and built for a production capacity of 500 L/s and a transport system that included a 24-inch aqueduct. Currently, due to the deterioration of this aqueduct, the product of this Plant is transported through the aqueducts of the EWS Plant.

The main installations and equipment that make up the processes of Plant 0 are as follows:

- Seawater collection system, including pipeline and suction pumps.
- Filtration system using cartridge and bi-layer filters for the pre-treatment of seawater.
- Reverse osmosis plant for seawater desalination.
- Reagent addition plant for process conditioning.
- Desalinated water impulsion system to the mine, consisting of five (5) electrical ES, impulsion pumps and 24-aqueduct.
- Water storage systems in its different stages and processes, consisting of ponds and pools.
- Brine water discharge system.

EWS

The EWS plant, comprising Desalination Plants 1, 2, and 3, which came into operation in 2017, was designed and built for a production capacity of 2,500 l/s and a transport system comprising two 42-inch aqueducts each. In turn, Desalination Plant 4 was designed and built for a production capacity of 833 l/s and transports its product through the same 42-inch aqueducts already mentioned.

The main installations and equipment that make up the processes of the EWS Plant are as follows:

- Seawater collection system, with tunnels and suction pumps.
- Filtration system using cartridge and bi-layer filters for the pre-treatment of seawater.
- 4 reverse osmosis plants for seawater desalination.
- Reagent addition plant for process conditioning.
- Desalinated water impulsion system to the mine, consisting of four (4) electrical SE, impulsion pumps and two 42-inch aqueducts.
- Water storage systems in its different stages and processes, consisting of ponds and EWS reservoir.
- Brine water discharge system.

Seawater Collection System

This system is composed of two tunnels of approximately 580 m long, with a nominal useful diameter of 2,000 mm, designed to capture 8,000 L/s. The intake is located approximately 580 metres from the coastline, and consists of two seawater intake structures, at an estimated depth of 26 metres below sea level.

The collected seawater is pumped to the pre-treatment stage by suction pumps located in a start-up pit on land.

Wastewater Discharge System

The salt water generated in the reverse osmosis process is discharged into the sea through a submarine outfall consisting of a submarine tunnel (the project considered building two tunnels), approximately 320 m long and 2,000 mm in nominal useful diameter, whose ends are composed of a system of diffusers consisting of two pipes of 1,600 mm in diameter and 77 m long, which will be distal to 20 m below sea level, on the seabed and outside the coastal protection zone (LPA). Each pipe has a system of 12 diffusers located in the last 77 m, through which the final discharge of the saltwater rejection into the marine environment takes place. It should be noted that the outfall is designed to discharge a maximum flow of 8000 L/s, estimated at the time of the start-up of the desalination plant.

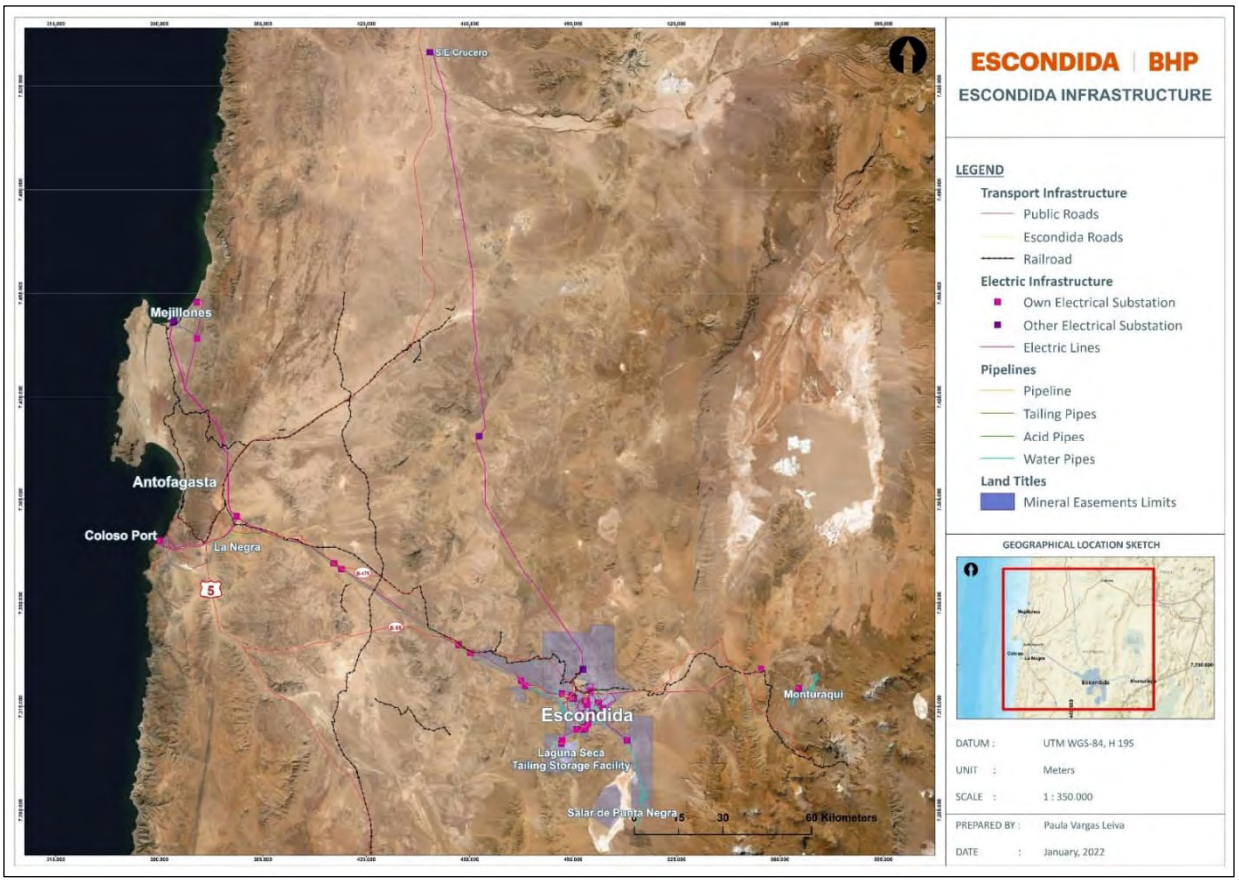
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Considering the aspects indicated in the previous paragraphs, it is possible to specify that all the land installations of the plant with its service, administrative and maintenance areas, ponds, machinery, equipment, and production systems were installed on the fields owned by MEL, according to the 1994 inscription in the Real Estate Registry, as indicated in Chapter 3. The beach, seabed, and seabed fields were used, given in Maritime Concession and according to the Supreme Decrees, for the construction of an access pit to seawater intake and saltwater discharge tunnels.

In conclusion, the submarine tunnel system consists of two underground intake tunnels of 2,000-mm nominal useful diameter, with an approximate length of 580 m and a buried discharge tunnel of 2,000-mm nominal useful diameter with an approximate length of 395 m, the last 77 m of which correspond to diffusers formed by two 1,600-mm diameter pipes on the surface of the sea.

15.6 Infrastructure Layout Map

Figure 15-10 shows the high level infrastructure layout map of the MEL complex.



Source: MEL (2022)

Figure 15-10: Infrastructure Layout Map

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16 Market Studies

The supply and demand for copper is affected by a wide range of factors including changes in the global copper consumption due to economic development.

In CY2021, global copper cathode demand increased by +6% YoY due to rebounding economies and continued recovery in China. Prevailing geo-political uncertainty and Covid-19 lockdowns has moderated demand growth in CY2022. Growth is likely to remain muted over the medium term (CY2023-25) as the stimulus wears off and while the decarbonisation megatrend remains in the early stage. Over the long-term, copper still sees promising growth outlook, underpinned by development of emerging economies and growth in EVs and renewables.

The CY2021 cathode balance ended with a deficit due to healthy end-use demand, and as global inventories fell significantly throughout the year as a result. A small deficit is expected for CY2022 before shifting to a surplus in the medium term following new mine ramp-up. Different from the previous surplus period (a demand down-cycle) during CY2015-16, copper consumption is likely to be more resilient supported by decarbonisation needs.

The concentrates balance could turn in CY2022 as global smelting capacity additions have lagged mine supply growth over the past few years under low TCRC (Treatment Charge and Refining Charge) environment. New mining projects (Tenke Fungurume, Kamoa Phase 2 and Quebrada Blanca) have been sanctioned in response to the high prices and promising demand outlook and concentrate balance could shift into a surplus in CY2022-2024 after being deficit for several years.

BHP Marketing AG (BMAG) sells 100% of MEL production on behalf of all shareholders under an Agency Agreement. Copper cathodes are directly sold to customers that primarily consist of semi-fabricators and trading firms; while copper concentrate is sold to smelters firms.

16.1 Copper

16.1.1 Copper Long Term Price for Establishing the Economic Viability

For the resource and reserve estimation processes in accordance with the SEC S-K 1300 Regulations, as well as for the economic analysis of the mine plan that supports the reserves, BHP uses a global and objective approach for all its assets for defining commodity prices as inputs to establish economic viability.

This approach employs historical actual monthly prices for the past three financial years (July 2018 to June 2021). For the mineral resources estimate the third quartile average value is employed, whereas for the mineral reserves estimate and economic evaluation the median average value is employed.

The source of the actual historical copper data is the official LME cash settlement price, expressed in US dollars per pound. Historic prices for the past five calendar years are shown below in Table 16-1.

The Copper price used for resources and reserves estimation in this report are 3.04 US$/lb and 2.79 US$/lb, respectively.

Table 16-1: Historic Copper Price

Calendar Year	2016	2017	2018	2019	2020	2021
Price (US$/lb, nominal)	2.21	2.80	2.96	2.72	2.80	4.23

Note: The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

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Over the past three Financial Years, we have seen market conditions range from:

- Macroeconomic softness in 2019, due to the US-China trade tensions and a cyclical slowdown in autos and electronics
- The collapse of demand due to COVID lockdowns in early 2020, followed by a sharp rally on the back of unprecedented levels of fiscal and monetary stimulus
- Subsequent supply shortages as global demand recovered in 2021, with copper hitting record prices (on a nominal basis)

16.1.2 Supply and Demand

Regarding the supply and demand balance, the two following issues must be considered according to Wood Mackenzie “Copper 2021 update to 2040” (Q3 2021):

- Current supply tightness to give way to surplus in the near term, as mines under construction come online.
- Longer term continued growth in demand and declines in supply from currently-operating mines will require the development of new mines to make up the shortfall.

Specifically for the supply, it is worth mentioning that many copper mines are subject to grade decline, which reduces the productivity of the operation over time. In addition, copper mines on average are shorter-lived than iron ore or coal mines, which means the industry requires a steady pipeline of new projects to maintain production levels and provide growth.

From a demand perspective, it is worth mentioning that copper demand growth in the future is expected to be underpinned by development in emerging economies, as they electrify, industrialise, and urbanise. The global energy transition provides further upside, as copper is widely used in electric vehicles and renewables.

The global supply-demand balance can be seen in Figure 16-1.



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(Source: Wood Mackenzie 2021, LME.)

Figure 16-1: Global supply-demand balance

Looking longer term, copper demand is expected to continue to rise on the back of both the global energy transition as well as growth in emerging economies. Wood Mackenzie forecasts refined copper demand 2030 to 2040 will grow at 1.6% p.a. While it is anticipated that demand growth will continue to decelerate

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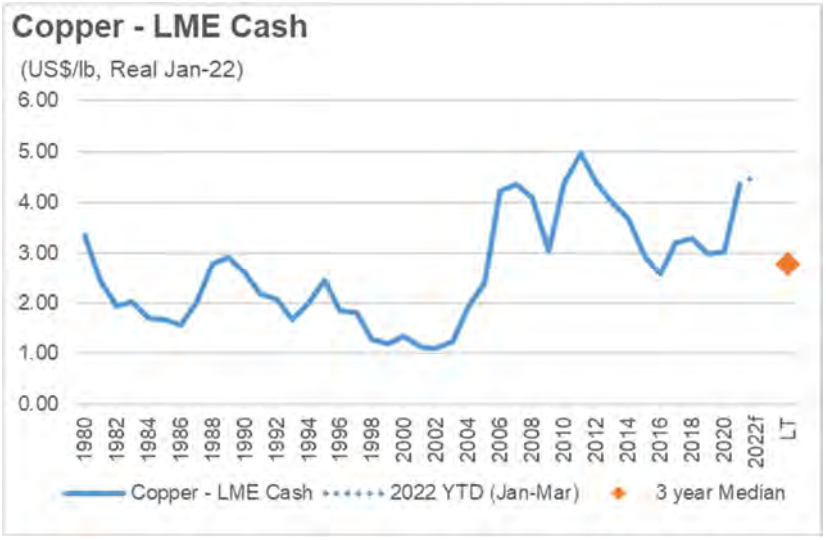
(by comparison the 2020s are expected to grow at around 2.3% p.a.), the QP[s] believes it is reasonable to assume that the trend will remain positive.

New mine supply is expected to be required to not only meet this rising demand, but also to replace declining production as currently available ore grades are expected to decline and resources at other mines are to be depleted [over what period?]. Wood Mackenzie estimates that production from currently operating (or committed) mines will decline at a rate of over 700kt Cu year-to-year during the 2030s. The QP[s] believes it is reasonable to assume that this declining trend will continue in [subsequent decades].

The QP[s] believes the combination of rising demand and declining supply means that, on average, prices will need to be sufficiently attractive to induce the construction of new mines and expansions.

Regarding long term prices, the range of real copper prices moved higher in the mid-2000s, after a downward trend throughout the 1980s and 1990s. The real price of copper has averaged nearly US$3.5/lb in the past 15 years as shown in Figure 16-2.

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(Source; LME, BHP Analysis)

Figure 16-2: Historical LME copper price

Current prices for copper (~US$4.30/lb) are believed to be reflective of a scarcity dynamic at this time and as such are not considered sustainable. They are expected to decline in coming years, which is consistent with the lower price level indicated by the three-year trailing price.

However, it should be noted that the three-year trailing price also sits a little low in the range of prices seen since 2006, and so could be considered relatively conservative.

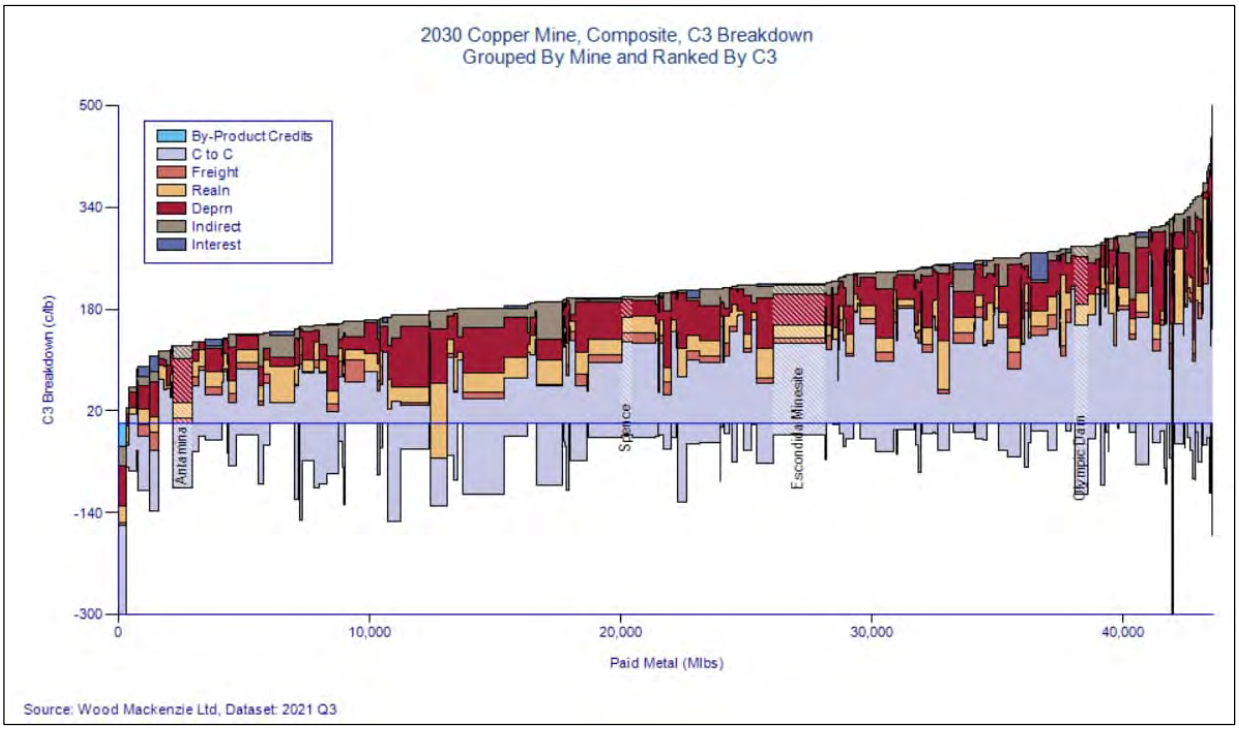
Therefore, regarding the copper price, the QP is confident of the appropriateness of the value used for both the estimation and the economic valuation of the reserves, which is supported by Wood Mackenzie's forecast, that expects the long-term price (2032 onwards) to be above 3.50 US$/lb (real$ 2022), which is higher than the price used in the current reserves estimation process (2.79 US$/lb).

Copper concentrates produced at MEL contain gold and silver, which the asset receives by-product credits for. Gold and silver are expected to account for less than 10% of revenue for MEL over the life of the mine. The price assumptions are set out in this report outlined for clarity. For gold and silver, the three-year

trailing price is taken as the median monthly price for the past three Financial Years: US$1,536/troy oz and US$17.2/troy oz; respectively.

16.1.3 Evaluation of Competitors

Copper supply is quite fragmented by geographical region and number of operating mines. Based on the estimated 2030 C3 costs (Wood Mackenzie) MEL sits in the 3rd quartile.



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(Source: Wood Mackenzie, 2021 Q3 Dataset)

Figure 16-3: Copper Supply Curve 2030 C3 Costs

The QP does not view competitors as a material risk to the mineral reserves estimate due to the expected long-term structural supply deficit.

16.2 Products and Markets

By far, the two most-traded forms of copper are cathode (refined copper) and copper concentrates. Copper cathode is a 99.99% pure form of the metal and is the product that is traded (and deliverable) on the three major exchanges: LME, SHFE and COMEX. Copper Concentrates is the most-traded intermediate product that is fed into copper smelters for refining to cathode form. MEL primarily produces copper concentrate, which is complemented with the production of LME Grade A copper cathodes (refer to LME website for minimum requirements). These products are mainly sold to international markets.

16.2.1 Cathode

'Cathode' refers to the copper deposited on the negative terminal of an electrorefining or electrowinning plant. They are around one metre square and weigh 50-80kg.

Copper cathode is usually sold on a CIF or Delivered basis and priced with reference to LME (or SHFE or COMEX), with a Quotation Period (average month in which the copper price is based on for a particular shipment) of 'M' (Month of shipment) or 'M+1' (One month after shipment), with an additional physical

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premium. This premium value typically ranges between 30 and 120 US$/tonne depending on regional specific cathode supply and demand, base price arbitrages (e.g. LME vs COMEX vs SHFE) and logistics costs. Generally, this premium represents less than one per cent of the total cathode price.

A 'Grade A' cathode is largely fungible, with only small differences in premium between different brands. The main penalty adjustment is for cathode, which is not deliverable to an exchange, which attracts a discount to the price achieved by Grade A material. The size of this discount is still insignificant compared to the overall price.

16.2.2 Concentrate

The copper grade of ore in a mine is low, often <1% Cu. Therefore, the ore is concentrated via a process of milling and froth flotation, to a grade of 20-40%, which is more economic to transport.

Copper Concentrates have greater variability in qualities, since they are more exposed to the geological variations of the mine's ore body.

Copper Concentrates are typically priced on the content of key metals (Copper, Gold, Silver), with discounts for recoverability. The copper content is priced on LME basis, with Quotation Period typically ranging from 'M+1' (One month after shipment) to 'M+4' (Four months after shipment).

The copper payable is [typically?] determined by the lower between 96.7% of the copper content and the copper content less 1.0 unit. For example, if the copper assay is 27%, MEL will get paid for (27 - 1) = 26% but if assay is 35% it will get paid for 35 x 96.7% = 33.845%. For gold, the payable terms respond to the following content criteria: there is no payment for content below 1 g/dmt; 90% for 1 to 3 g/dmt; 94% for 3 to 5 g/dmt; 95% for 5 to 7 g/dmt; 96% for 7 to 10 g/dmt; and 97% for above 10 g/dmt. In case of silver, a 90% payable factor applies when its content exceeds 30 g/dmt. These payable terms consider Wood Mackenzie as standard basis and Asia as primary market.

The other main component of the copper concentrate pricing is the TCRC which compensates the smelter/refinery for the cost of converting the concentrate to refined copper. The value of the TCRC is roughly 2-3% of the value of the concentrate. According to Wood Mackenzie, the TCRCs are expected to reach a long-term forecast of US$90/t & 9.0c/lb (real$ 2022) by 2027, which would be equivalent to the average TCRC over the last 20 years.

Copper concentrates attract penalties for high levels of Arsenic, Zinc, Lead, plus a list of lesser elements. A key rejection level for Arsenic (As) has historically been 0.5%, which is the import limit for China. However, in recent years, Chinese smelters have been granted permits to build blending facilities to enable them to blend high Arsenic concentrates with cleaner material, so long as the blended material is below 0.5% As. Typically, there is no penalties for MEL concentrate, as it is a 'clean' product that is low in impurities.

16.3 Contracts and Status

Most production is negotiated for sale in advance with a minor proportion allocated to manage operational and market. The terms contained within these contracts are typical and consistent with standard industry practice for each product, considering the special characteristics of our products, low impurities in concentrates and LME Grade A quality cathodes requirements.

In the case of concentrates, the contracts include industry benchmark terms for metal payables and TCRC. Depending on the specific contract, the terms for the sale are either referenced to benchmark-based TCRC or negotiated fixed terms. Treatment charges assumed for estimation of mineral reserves are based on forecasts published by third party data providers such as Wood Mackenzie or the CRU Group.

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For cathodes, premium negotiations are conducted on a case-by-case basis, considering the chemical and physical characteristics of the product and the destination market or region. Annual contracts for sales of copper cathodes are completed between Sept and Nov for the calendar year ahead.

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17 Environmental Studies, Permitting, Plans and Agreements

The management of the environmental aspects of MEL's operations are managed under the company's ISO14001 certified Environmental Management System (EMS). The EMS describes the organisational structure, responsibilities, practices, processes and resources for implementing and maintaining environmental objectives at all MEL sites. The EMS also outlines a commitment to setting objective and targets to achieve sustainable outcomes and to continually improve performance.

Operational controls for environmental management are guided by BHP's Charter Values. The Charter Values outline a commitment to develop, implement and maintain management systems for sustainable development that drive continual improvement and set and achieve targets that promote efficient use of resources. To give effect to the Charter Values, a series of Our Requirements (OR) documents have been developed, including Our Requirements for Environment and Climate Change (OR E&CC). The OR E&CC applies to environment-related risks and potential impacts on the physical environment: air, water, land, biodiversity, communities, and their interrelationships.

17.1 Environmental Studies and Impact Assessments

MEL supports its operation upon the Environmental Qualification Resolution (RCA) 398 of 2009, which approves the existence of two pits and three concentrator plants with a maximum material processing rate of 460 ktpd. For the tailings deposit, it considers the surfaces and locations previously approved in RCA 001 of 1997. Additionally, it authorizes a height of 3,010 m amsl as the maximum growth for the Laguna Seca tailings deposit, with a storage capacity of 4,500 million tons. Its validity is approximately until the year 2050. It also considers the existence of the infrastructure of Puerto Coloso, in addition to a desalination plant of 525 l/s. In addition, RCA 205 of 2009 approves the operation of a second desalination plant, with a production of 3,200 l/s.

The sulphide leach pad has environmental approval until 2046, while OLAP is authorised to operate until 2051.

Current permits that allow MEL operation have validity until FY50. Any project that modifies these conditions or/and the level of the environmental impacts currently approved could require an EIA.

17.2 Waste and Tailings Disposal

17.2.1 Tailings Management

The plan utilizes the Laguna Seca TSF over the life of the mine.

The goal will be to achieve safety by design, accelerating the implementation of new technologies to reduce tailings management risks, also getting significant benefits on water recovery, reduction of waste volumes and impacted areas and physical stability improvements.

17.2.2 Waste Management and Circular Economy

In line with ICMM performance and the implementation of the REP Law in Chile, MEL's focus is on delivering improved performance to prevent pollution, manage waste, and address potential impacts on human health and the environment. Growing health concern with potentially carcinogen releases and the emerging risk related to Per and Polyfluoroalkyl Substances (PFAS) release in Australia, has resulted in a separation of hazardous and non-hazardous work streams, as different reduction pathways will apply.

Key actions to implement a waste management system that includes a commitment to the waste hierarchy and is applicable to all waste types (hazardous, non-hazardous, and inert, excluding mine waste) are being developed. Diagnostic baseline assessments were developed during FY22 and gaps identified are

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expected to be closed during FY23, aiming for an appropriate understanding of the magnitude and types of waste to set reduction targets.

17.2.3 Water Strategy

The Strategy was developed based on the following strategic pillars to include; i), operational security; ii), cost competitiveness; iii), sustainability & social value; and iv), innovation and water efficiency. These pillars act as drivers to identify challenges, opportunities, and water-related risks, considering MEL business plans.

MEL's short and medium term strategy (to FY27) is focused on:

- Increasing Overall Equipment Effectiveness (OEE) at the desalination plant at a competitive cost,
- Making efficient use of water through optimisation
- Following an appropriate closure process for SPN and MTQ aquifers offsetting the residual impacts, studying and diagnosing the impacts in the catchment where MEL operates
- Developing and implementing the dewatering and depressurisation strategy through new and innovative technologies handling geotechnical challenges
- Continuing to improve water management through controlling and monitoring water-related risks
- Enabling water stewardship action plans
- Defining new context-based water targets during FY22 that will apply for FY23 to FY30.

The long term strategy (FY28 onward) is focused on: increasing the water supply allowance as a consequence of the innovative projects that increase the water recovery; ensuring supply to enable future growth options; minimising impacts in the catchment from a sustainability standpoint; and managing safety challenges through innovation and an effective, sustainable, and flexible implementation of dewatering and depressurisation.

17.2.4 Land Management

The Antofagasta region contains a large number of projects which require the occupation of vast surfaces. This is the reason why it is so important for MEL to keep an appropriate management and optimisation of the portfolio and its Land Titles and Rights. In 2022, as part of the improvement strategy in the land management process, Planning and Technical at MEL implemented the Landfolio platform which was designed to improve the safeguards of the mining concessions portfolio, water rights and superficial land rights.

The strategy for the long term goes along with a territorial availability evaluation and the definition of a mine lease for MEL, circumscribing a strategic safeguard area that protects from the current and future occupation of the land, the commercial interest areas, the superficial infrastructure protection, and the patrimonial and environmental restricted areas. Also, the inclusion of certain territorial prospects without a mining direct interest is considered to be offered in the development of social value pathway.
Regarding those projects that require the soil as construction material, an early characterisation is being developed with the required volumes and granulometry with focus on optimising the errands timings and contracts assignment. The current areas environmentally authorised for this are destined for the Laguna Seca Tailing Storage Facility.

17.2.5 Biodiversity

BHP has committed to deliver improved environmental performance in relation to biodiversity conservation through a series of actions. These include the implementation of the biodiversity framework in the operations, verifying MEL's performance and measuring MEL's contribution to conservation and adopting a sustainable use and restoration of the marine and terrestrial ecosystems according to the site's operational footprint. In line with the biodiversity mitigation, hierarchy progressive rehabilitation has also

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been identified as a deliverable. The key focus area for land theme over the life of the mine is to raise performance in relation to the management of cultural heritage. Improved processes and procedures are required to ensure MEL's legal commitments and community obligations are met.

As part of the work related to biodiversity & land management, during FY22 we have developed a new Material Risk, called Biodiversity loss, which aims to consider the risk of potentially affecting biodiversity due to MEL's water extractions from Monturaqui well field, which ended operation in 2019. This is intended to allow as to have in place controls to prevent and mitigate those potential future effects

17.2.6 Air Quality

Air quality issues related to mining and other activities are increasingly becoming an important area of focus for MEL's employees, communities, environmental authorities, and other external stakeholders. The current focus is on continued implementation of an interdisciplinary air quality strategy, which has been developed in conjunction with Minerals Americas. As part of that work, the Air Quality Table was implemented in FY21, where improvements and projects are expected to be identified, prioritised, and followed by the asset leaders, according to hygiene and environmental criteria and based on deeper understanding of the problem and its effects in diverse areas.

A real time monitoring system is being implemented that is designed to provide information to associate sources of pollution with workers exposure, as well environmental conditions, which is expected to help to take relevant decisions in short- and long-term planning related to air quality issues, reducing impacts in MEL's workforce health conditions.

17.3 Project Permitting

Projects that MEL is expected to develop over the next five years are located inside the industrial area; most such projects are within the environmental scopes of other projects already authorised. As a result, a new EIA is not expected to be required in the short term. Nevertheless, the evolution of the following environmental context needs to be monitored:

- Base case permits compliance
- Laguna Seca Tailing Dam infiltration control measures effectiveness
- Laguna Seca Tailing Dam Particle mater dispersion behaviour
- Hydrogeological stronger characterisation in the infiltration risks zones
- Regulatory changes, or community context

To enable a project, an evaluation and planning of permits is carried out, which must be in line with the date of execution of the project, and which is permanently re-evaluated through change management.

Additionally, during the annual planning process, a detailed evaluation of permits is carried out, which allows validating the current strategy and identifying and resolving possible gaps.

Finally, plausible alternatives to keep improving permits management would consider a Permit Committee to identify and track synergy among projects, improve the connection between projects responsible and permits management, generate an integrated strategy to approach the authorities and identify from different perspectives the possible deviations in terms of schedule and compliance.

17.4 Social Plans and Agreements

MEL expects to deepen its Social Value Strategy to enable its operation and projects through the development of a sustainable relationship with the environment and meaningful engagement with its host communities, stakeholders and government.

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17.4.1 Indigenous Partnerships

Aligned with the Indigenous Peoples Policy, MEL closed an historical and unprecedented conciliation agreement between the State Defence Council, the Peine Atacamanian Indigenous Community, the Council of Atacamanian Peoples and MEL, which is expected to guide the implementation of compensation and repair actions for the Salar de Punta Negra through an Environmental Management Plan. Participatory decision-making mechanisms and instances of dissemination, environmental education and transparency were established. The technical measures for compensation, mitigation and restoration are aligned with the biodiversity reference framework and responsible water management, long-term policies of the company.

17.4.2 Cultural Heritage

A stronger Cultural Heritage management approach is expected to be developed, based on a set of approved recommendations by the BHP Board. The short-term goal is to articulate the enablement and deployment of structure, processes and systems to effectively manage the Cultural Heritage material risk at MEL during exploration, construction, operation and closure phases. Leveraging MEL's global framework of cultural heritage as well as MEL's Regional Indigenous People Plan, the medium term goal is to develop a bespoke framework for cultural heritage management that embeds the participatory engagement with indigenous people in Chile, reflecting their expectations and rights, the legal obligations and current commitments, as well as BHP's principles regarding future societal expectations.

17.5 Closure Planning

BHP's closure objective is to deliver optimised closure outcomes for MEL's sites. MEL achieves their objective by following the closure management process, which produces an optimised closure management plan.

The LOM considered in this closure is until 2066[2]. This LOM was determined based on the mining of mineral reserves estimated in 2014. However, the closure phase was considered from 2042 to 2066, as per how it was defined in the closure plan, approved by SERNAGEOMIN (Res. Ex. N°1149/2009). It is relevant to mention that MEL has a closure plan that currently is being assessed by SERNAGEOMIN since September 2020.

Based on the physical and socioeconomic environment of the operation, MEL intends to mitigate environment post-closure impacts, through a compatible status with regional ethnographic, ecological, and environmental values returned to the environment. In addition, it is intended to preserve the local biodiversity and remedying the possible affected area until a status in which they are safe and stable[3].

Specific objectives have been defined as per the closure vision stated prior that are being constantly reviewed based on the current state of the knowledge base for each closure domain. These objectives are:

- Post-closure site conditions generate minimal health, safety, and environmental risk
- Prioritize sustainable economic returns from decommissioning to offset the financial costs of closure
- Execute closure in an orderly manner to achieve the established deadline criteria

[2] Mine closure regulation in Chile (Law N°20.551) determines a specific methodology to estimate the remaining mine for financial assurances purposes, and it does not define the date of definitive closure.

[3] LoA22 Closure Management Plan Minera Escondida Ltda, BHP, 2021.

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- Avoid long-term liabilities for MEL, the government and the community
- Demonstrate MEL's accountability
- Migrate socioeconomic impacts
- Provide sustainable land use that is consistent with the need of local authorities and communities considering the characteristics of the resource and its environment
- Post-mine landform reconstruction (profiling) must be safe, stable and visually compatible with the surrounding landscape
- Post mine ground profiling to allow water to run off freely and not be contaminated
- Surface materials, such as soils, do not represent a risk to human health or the environment
- No unacceptable impacts of closure on MEL's business
- Maintain the employee's well-being and quality of life after the end of production and mining activities
- Maintain communication with the community and stakeholders throughout the closure
- Validate compliance with the objectives of the Closure Plan and the project success criteria

MEL is pursuing, as part of the closure management strategy, progressive closures that have been identified and scheduled based on the mine plan.

Major closure activities (e.g., closure of remaining pits and ramps and infrastructure) are currently scheduled to commence rehabilitation when areas become available at the end of the LoM in FY67.

BHP closure management process considers two different kind of post-closure monitoring activities. The first one is based on what is mandated by Chilean closure law, which are related to physical and chemical stability of the facilities (reviewed by SERNAGEOMIN authority). The second ones are those activities related to aspects beyond or complementary to the ones committed to the regulator, aligned to BHP standards.

Closure strategies are based on the current understanding of the site and legal requirements, and it is acknowledged that modifications are likely to occur as additional information is available. Information gathered during operations is used to regularly test the validity of closure assumptions and is expected to assist in refining closure options and defining completion criteria.

The closure cost has been estimated based on the current closure provision. This estimate is considered as per a scope class 4 and the total closure cost estimated for MEL is US$ 2,653 M as presented in Table 17-1.

Table 17-1: Cost Estimates - SEC SK 1300 Regulations

Section	Cost (US$ M)
Direct costs	1,604
Indirect costs	284
Others	66
Contingency	464
Risk events	235
Total Cost	2,653

Note: The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
Source: MEL (2022)

As shown, the total closure cost estimate includes direct and indirect costs, other closure related aspects (i.e., pre-closure studies, closure opportunity framing, studies and post-closure monitoring, studies, and

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closure monitoring), and contingencies associated to the engineering level of the estimate (Class 4). The expected costs for the risk events identified for the closure phase of MEL are also included.

17.6 Local Procurement and Hiring

17.6.1 Local Procurement

MEL is committed to supporting the local economies and communities in which it operates. One way of achieving this is through local procurement practices where we have established internal goals and supporting practices and processes for local procurement. In particular, procurement with small local businesses is encouraged through the BHP Local Buying Programme, which facilitate more direct engagement between MEL's operations and small local businesses through an online portal (Local Buying Programme | Building Our Future Together) In addition, in June 2021, BHP announced it was introducing 7-day payment terms for all small, local and indigenously owned businesses where it operates globally.

MEL's plan is expected to expand the impact we have in the regional economy, the need of labour and suppliers for the asset in the long term as well as trained internal and external workers. Diversity, inclusion, and local content is planned to be incorporated in this strategy, while strengthening the local business ecosystem, local hiring, intensification of employability programme through the collaboration of Centro Entrenamiento Industrial y Minero (CEIM) and partnership with local Universities (HEUMA).

17.6.2 Social Investment

Social investment is referred to in the plans and negotiations included in the sections above. Social investment involves more than supporting local procurement. MEL's voluntary contribution to invest at least 1% of pre-tax profits over a three-year rolling average into the community

17.6.3 Reconversion and Developing MEL Capabilities

Developing MEL´s workforce capabilities strategy over the next 25 years will bring challenges and opportunities between external recruitment and skills development for current employees in order to address skills projected needs in critical capabilities for existing roles, as well as for emerging roles through new capability architecture so that every individual has the opportunity to assess their capabilities against their current and future roles and develop more meaningful development and career plans that prepare them for the future. It is probable that future skill profiles, as digital skills, problem solving and analytics skills are more suited to new technologies and to a more automated environment, will need to be sourced from other industries or friendlier technology based generations. This will also place a challenge to on-board newer workforce with less, or no, traditional operational experience into BHP´s values and priorities.

MEL's expected plans will require the Antofagasta Region to develop new skills and capacities, capable of adapting and embracing the challenges of a mining industry based on technology, renewable energy, Artificial Intelligence (AI), and autonomy. MEL intends to leverage operational challenges to collaborate with local universities, particularly the HEUMA consortium, working on various lines of technical development and advanced research that include digital and data analytics, desalination, non-conventional tailings, and new extractive metallurgy. This is expected to help MEL ensure knowledge is within the organisation, integrate it into work processes, facilitate access to training, and create local capacities in Research and Development (R&D). Employability programmes through CEIM are intended to expand their coverage, adding OEMs and large contractors in their practical training process. Programmes to generate digital skills and promote STEM careers are also expected to be strengthened. The alliances with MEL's critical educational institutions (CEIM, HEUMA, and partnership with Antofagasta and National Universities) are expected to help MEL drive and implement the following initiatives, as discussed in the coming subsections, supporting MEL's agenda of social values.

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17.6.4 Local Procurement Strategy

The local procurement strategy attempts improve relationships and reputation with local stakeholders, building support for the growth of MEL's local business into the site's supply chain through the direct and indirect supply of goods and services:

- In direct spend the focus is expected to be balancing local spend priorities with the need to constantly seek cost productivity; and improving the diversification of spend in appropriate categories of spend that are valued by local stakeholders. The expected proportion of local spend over total spend in contractors should reach 24% by FY25.
- For indirect spend, local contribution mechanisms are expected to be implemented in tenders, leveraging in the supply chain to amplify MEL's contribution in the space of local employment, local subcontracting, and diversity. Expected proportion of local employment in project and contractors should match the BHP internal target of 50% by FY25.

17.7 Discussion of Relative Accuracy/Confidence

In the LOM plan MEL's strategy is to enable operations and projects based on enhancing sustainable relations with the environment and to help to accelerate the decarbonisation of the global economy. A series of actions are planned to be developed to reduce emissions along with building climate resilience at MEL's operations to face plausible climate change impacts from the decades to come and are essential to meet the expectations of MEL's stakeholders.

Every year during the business planning cycle the risks associated with MEL's growth projects are reviewed, in order to ensure that they are carried out as scheduled.

Strategies mentioned in the chapter are based on Environmental Impact Assessment Service (SEIA), in compliance with Chilean legislation requirements, Sernageomin standards, and BHP's corporate guidelines with the required level of accuracy for each organization

In the opinion of the qualified persons the plans, processes and strategies briefly described in this chapter are adequate in addressing any issues related to environmental compliance, permitting, social plans, closure planning, and local procurement.

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18 Capital and Operating Costs

18.1 Basis of Cost estimation

For this report, capital and operating costs are estimated to a PFS-level with a targeted accuracy of +/- 25% and contingency not exceeding 15%. However, this accuracy level is only applicable to the base case operating scenario and forward-looking assumptions outlined in this report. Therefore, changes in these forward-looking assumptions can result in capital and operating costs that deviate more than 25% from the costs forecast herein.

Capital cost estimates are included in the LoM plan and are based on the estimates derived from the Pre-Feasibility level studies utilising experience from the construction of similar projects at MEL.

Sustaining capital costs estimates are based on the major equipment rebuild, replacement schedule and other capital required to sustain the LoM production level.

Closure costs have been included for the LoM schedules.

Therefore in the QPs' opinion, a timeframe of preceding three years sufficiently covers cycles of price variability and the selection of the median price from a data set of month averages over this period is a reasonable estimate of the long term cost for this purpose. Inflation could potentially change the cost structure and the QP has identify this as an uncertainty. Additionally changes in the exchange rate and future diesel and power costs can materially change the accuracy of the cost estimate.

It should be noted that cost data presented in this section, as discussed in the Note Regarding Forward-Looking Statements (see page ii), has been prepared using costs which are different to those that have been employed in the preparation of BHP's production guidance. Therefore cost data included herein may differ significantly from costs utilized in determining BHP's production guidance published in accordance with ASX Listing Rules.

18.2 Capital and Operating Cost Estimates

18.2.1 Capital Costs

Capital costs at MEL are broken up into four main areas: Mine, Concentrators, Leaching and Non-Process Infrastructure (NPI). In the opinion of the Qualified Person, the estimation methodology and resulting estimates are a fair representation of the capital costs. Table 18-1 outlines the total capital spend that has been included in the life of mine plan.

Figure 18-1 shows the timings of these costs over the life of the mine.

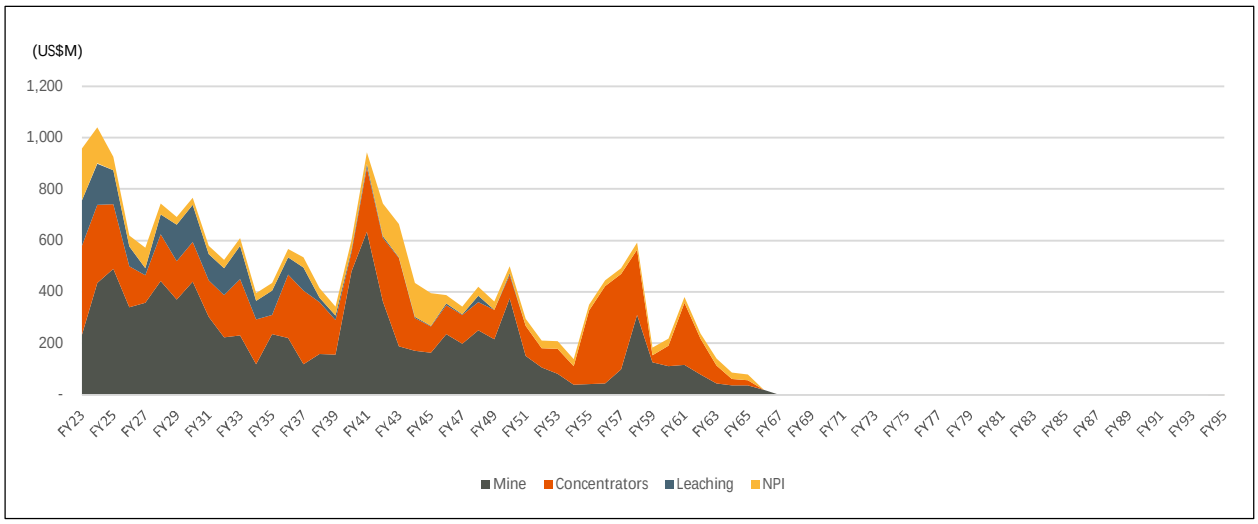
Table 18-1: Total Capital Cost by Area (Life of Mine)

Area	Total estimated capital investment over life (US$ M Real)
Mine	9,566
Concentrators	7,231
Leaching	1,724
NPI	2,042
Total	20,563

Note: The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
MEL (2022)

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The capital costs are forecast using three approaches. The historical average of the past three years capital costs to estimate general capital costs per year. An hourly approach for equipment replacements, allowing us to ensure these costs occur in the correct year based on the equipment life. Finally, specific projects are schedule based on the year they need to occur based on the schedule.



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Source: MEL (2022)

Figure 18-1: Annual Capex Breakdown

Mine

Capital costs for the mine are divided into two main areas, Mobile Equipment and Pit infrastructure. Mobile Equipment includes capital costs associated with the purchase of replacement equipment to sustain operations as well as any capital associated with the operations and maintenance of the equipment. These costs are based on the required hours of the equipment and total hours. Pit infrastructure is related to any costs associated with advancement of pushbacks. These costs are forecast for specific years based on when we require each pushback.

Concentrators

Capital costs for the concentrators are divided into two main areas, Concentrator Plants and Tailings. Concentrator Plant costs include capital costs associated with the operation of the three concentrators and the infrastructure at Coloso. Tailings costs are associated with the operation of the Laguna Seca Tailing dam. The costs in this area use a mix of historical averages and schedule driven costs.

Leaching

Leaching costs cover both the Sulphide Bioleaching and the Acid Leaching as well as the Electrowinning infrastructure. The costs in this area use a mix of historical averages and schedule driven costs.

NPI

NPI Costs cover the capital for NPI at MEL. Examples of these include, but are not limited to, capex associated with desalination plants, and maintenance of the private road to the MEL minesite. The costs in this area use a mix of historical averages and schedule driven costs.

18.2.2 Opex Costs

The operational costs at MEL are split into the following areas:

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- Mining Costs
- Leaching Costs
- Concentrator Costs
- General and Administration (G&A)
- Closure and Rehabilitation

The mining, leaching, concentrator and G&A costs have been estimated used the historical 3-year average costs. An assessment was undertaken to ensure no significant one-off variations were impacting these historical rates, and adjustments made if appropriate. The closure and rehabilitation costs have been based on the expected timing of the costs on a yearly basis.

Table 18-2: Major Components of Capital and Operating Costs (100% Basis)

Cost Category Level 1	Cost Category Level 2	Cost Unit	Value
Mining Costs	Fixed Mining Cost	Real US$ /t material moved	0.87
	Haulage Cost		Variable
Concentrator Costs	Processing Costs	Real US$ /t ore processed	7.10
	Selling Costs	Real US$/t Cu produced	359
Leaching Costs	Oxide Processing Costs	Real US$/ton Leached Ore	7.98
	Sulphide Processing Costs	Real US$/ton Leached Ore	1.31
	Selling Costs	Real US$/t Cu produced	524
Closure & Rehabilitation	Closure & Rehabilitation	Real US$ M Total	2,653
Overheads + Other Costs	General and administration costs (G&A)	Real US$/t Cu produced	838

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Source: MEL (2022)

Mining Costs

Mining costs relate to the cost of extracting material from the pit and delivering it to the final dentation onsite. The major components of mining costs are drilling, blasting, loading, and hauling. The historical 3-year average costs for these components were used as the basis. An assessment was undertaken to ensure no significant one-off variations were impacting these rates. Drilling, blasting, and loading a fixed rate was used, while for haulage a variable rate was used.

Leaching Costs

Leaching costs relate to the processing of ore sent to either the Oxide leaching or Sulphide Bioleaching processes. Leaching costs were estimated for both Oxide and Sulphide Bioleaching and includes processing of the ore, crushing costs (if applicable), solvent extraction (SX) and electrowinning (EW). The historical 3-year average costs for these components were used as the basis. An assessment was undertaken to ensure no significant one-off variations were impacting these rates.

Concentrator Costs

Concentrator costs relate to the processing of ore sent to one of the 3 concentrators at MEL. The costs are averaged over the 3 concentrators. They include the crusher costs, costs of running the plants- and the filter costs at the port, Treatment Charges (TC) and Refining Charges. The historical 3-year average costs for these components were used as the basis. An assessment was undertaken to ensure no significant one-off variations were impacting these rates.

General and Administration

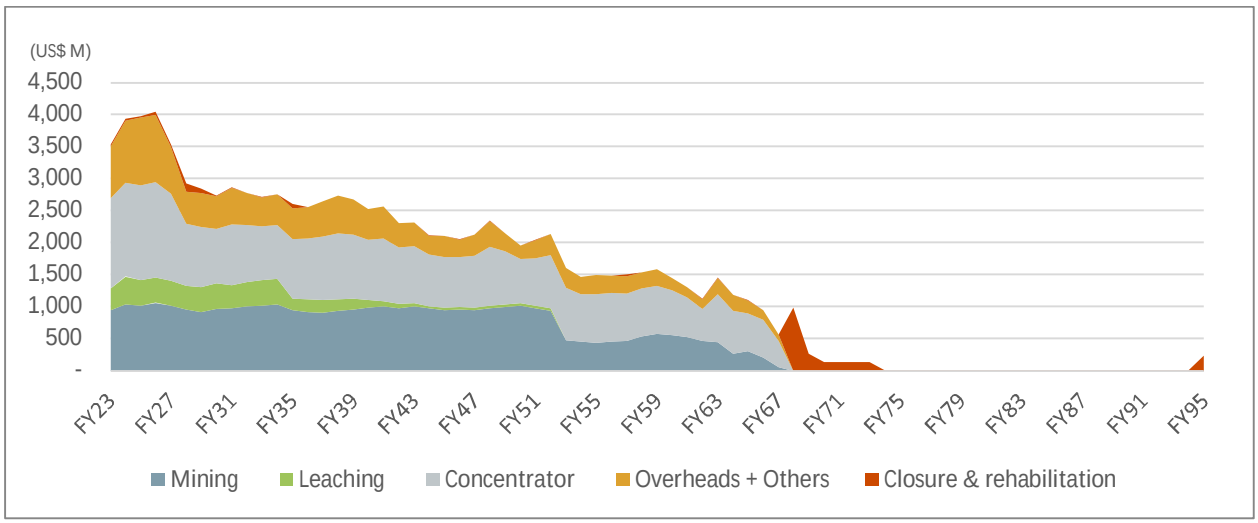
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The General and Administration (G&A) costs relate to the general running of MEL and include items such as utilities, rent and salaries as well as others. The historical 3-year average costs for these components were used as the basis. An assessment was undertaken to ensure no significant one-off variations were impacting these rates.

Closure and Rehabilitation

Closure and Rehabilitation costs relate to any costs to do with the closure and rehabilitation at MEL. These costs are irregular and thus have been estimated based on when the costs are expected to be incurred in the mine plan (as opposed to the 3-year historical average costs). More detail on these can be found in Section 17.5.

Figure 18-2 shows the estimated annual spending on Opex by area. Opex costs are expected to reduce in FY28 when the Los Colorados plant closes, we also see some of the associated closure are rehabilitation costs for this in the following years. Between FY28-41 Opex costs are expected to remain steady, and then reduce between FY42 and FY52 as the leaching processes finish. Between FY53 and the end of mine life we expect to see a steady decrease in Opex costs as the mine movement reduces as we approach the end of mine life.



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Source: MEL (2022)

Figure 18-2: Annual Opex Breakdown

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19 Economic Analysis

19.1 Key assumptions, parameters and methods used

The economic analysis presented in this section is based on annual cash flows including sales revenue, operating & closure costs, capital expenditure and taxes for the full mineral reserves production schedule, reflecting the MEL production system and supply chain to mine, process and transport of copper concentrate to the sales point.

All results are presented in 57.5% BHP economic interest terms, unless otherwise stated.

19.1.1 Mine Plan Physicals

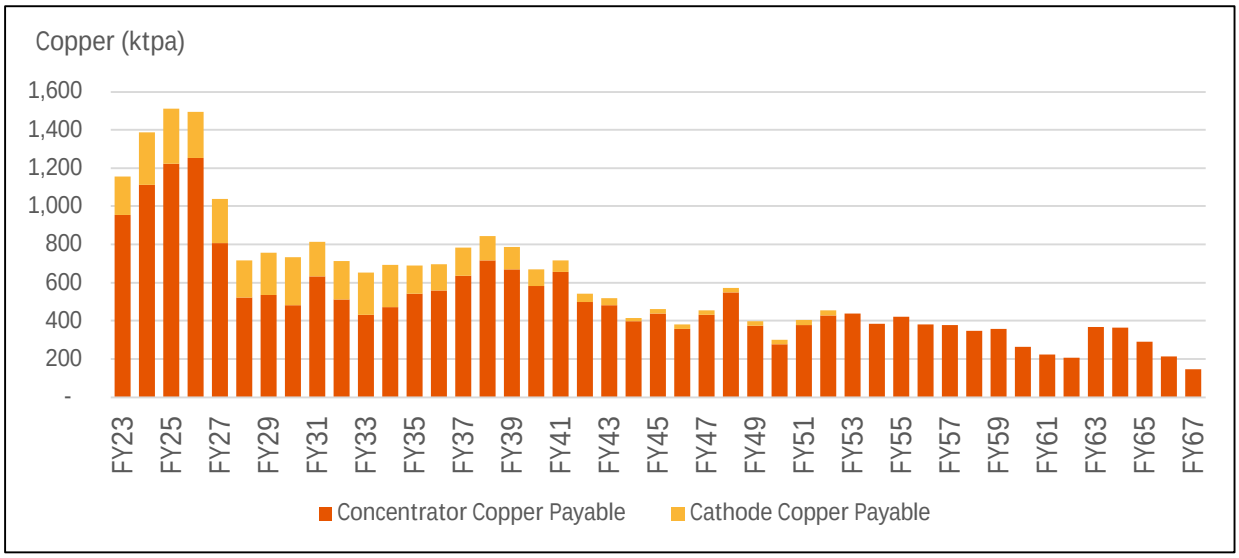
Total material movement and mineral reserves tonnages included in the economic analysis are shown in Table 19-1.

Table 19-1: Mineral Reserves Physicals (100% MEL Terms)

Physical	Tonnage
Material Movement including waste	17,137Mt
Mineral Reserve	6,187Mt

Note: The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
Source: MEL (2022)

The mine plan is based on a Mineral reserves estimate supported by mine design and schedule. The schedule (shown as Figure 19-1) has been prepared in accordance with the regulations SEC S-K 1300, and excludes the use of inferred mineral resources in pit optimisation and mine scheduling. All inferred material is treaded as waste.



Note: The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
Source: MEL (2022)

Figure 19-1: SEC Production Schedule for MEL (100% MEL Terms)

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19.1.2 Prices and payable metals

The median value of the calendar month average Copper product, Gold and Silver subproducts prices for the preceding three financial years (July 2018 to June 2021) has been provided by the registrant. The prices (rounded to the nearest whole number) are presented in Table 19-2, whilst only the long term copper price has been used for the estimation of mineral reserves, gold and silver are included since they do generate additional revenue from the copper driven mine plan. Average payable metals are shown in the Table 19-3

Table 19-2: Long Term Product and Subproduct Prices

Inputs	Units	Value
Copper Price	USD / lb	2.79
Gold Price	USD / troy oz	1,536
Silver Price	USD / troy oz	17.2

Note: The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
Source: MEL (2022)

Table 19-3: Average Payable Metals

Cu Concentrate*	Cu Cathodes	Au	Ag
96.2%	100.0%	90.0%	90.0%

Notes: 1) *Based on the SEC LOM Plan
2) The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
Source: MEL (2022)

19.1.3 Foreign Exchange Rate

Input operating and capital costs for MEL are Chilean Pesos (CLP). An average foreign exchange rate for the preceding three financial years (July 2018 to June 2021) of 730.5 CLP/USD has been provided by the registrant to convert and present cash flows in US dollars.

19.1.4 Capital and Operating Costs

Capital costs (refer Section 18.2.1) are included in the cash flow to sustain from mine to the port production capacity required for the mineral reserves mine plan schedule along with typical mine replacement of mining equipment, pit pushbacks, development clear, replacement of plant instrumentation and sustaining tailings storage facilities. There are no material individual development expenditures (e.g., new mining hubs) expected to be required above the sustaining capital amounts to produce the mineral reserve.

Operating costs (refer Section 18.2.2) included in the cash flow are representative of operating conditions at MEL over the previous three financial years (July 2018 to June 2021) and are applied to the full mineral reserves activity schedule from mines to sales point.

19.1.5 Closure Costs

Closure and rehabilitation costs throughout the production period and after end of mineral reserves mine life in 2067 have been included in the economic analysis (refer Section 17.5).

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19.1.6 Taxes

The following taxes are assumed to be paid in the financial year incurred in the annual cash flow analysis:

- Chilean corporate tax rate of 27% based on the current statutory rate of Chile.
- Variable Mining Tax gross rate from 5% to 14% depending on the operating margin. Mining tax is deductible for corporate tax purposes.
- ~ 8% Withholding Tax rate on dividend remittance (35% Withholding Tax rate less the corporate tax rate of 27%).
- Depreciation is estimated using the straight line method

19.1.7 Valuation Assumptions

Discounted annual cash flows are calculated using a 6.5% discount rate at a valuation date of 1 July 2022. The discount rate is provided by the registrant for utilisation in the economic analysis.

19.2 Results of Economic Analysis

Results of the economic analysis based on the annual production schedule of MEL mineral reserves is summarised at Table 19-4 and Table 19-5. Total cash flow of US$18.7 billion, discounted to July 2022 at 6.5% results in a net present value (NPV) of US$10.5 billion.

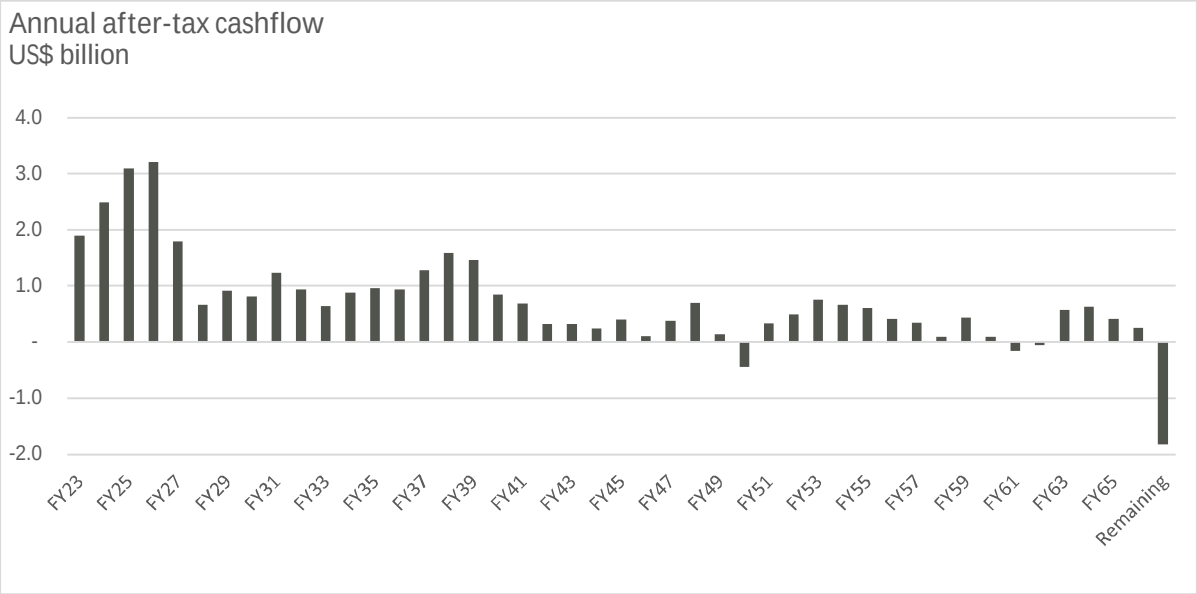
Table 19-4: Financial Metrics Summary

Mineral Reserve Cash Flow Summary	Value (US$B, real)
Revenue	100.9
Operating costs	57.3
Capital expenditures	11.8
Closure & rehabilitation	1.5
Taxes	11.6
After-tax cash flow	18.7
Net present value (6.5%, Jul-22)	10.5

Note: The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
Source: MEL (2022)

The annual cash flow presented in Figure 19-2 includes all remaining closure and rehabilitation related annual cash flows summed after the final year of mineral reserves production, for clarity of presentation.

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Note: The sole purpose of the annual cash flow data presented above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
Source: MEL (2022)

Figure 19-2: Annual Cash Flow

Table 19-5 provides the cash flow summary on an annual basis. The annual cash flow is presented with the inputs as averages grouped in five-year groups given the annual inputs for each year are substantially the same throughout the relevant five-year groups. The closure and rehabilitation costs remaining after the final year of production are presented in aggregate (Remaining), and do not represent an annual average.

Table 19-5: Cash Flow Summary (five-year averages) Minera Escondida - BHP Share

Reserves Economic Viability		Financial Years ending 30 June									
		2023-27	2028-32	2033-37	2038-42	2043-47	2048-52	2053-57	2058-62	2063-67	Remaining
Material Movement including waste	Mt	290	275	266	259	270	261	126	151	74	0.0
Revenue	US$ billion	5.0	2.8	2.7	2.8	1.7	1.6	1.5	1.1	1.0	0.0
Operating costs	US$ billion	(2.2)	(1.6)	(1.5)	(1.5)	(1.2)	(1.2)	(0.9)	(0.8)	(0.6)	0.0
Capital expenditures	US$ billion	(0.5)	(0.4)	(0.3)	(0.3)	(0.3)	(0.2)	(0.2)	(0.2)	(0.0)	0.0
Closure & rehabilitation	US$ billion	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(0.0)	(1.2)
Royalties and taxes	US$ billion	(0.9)	(0.3)	(0.3)	(0.4)	(0.1)	(0.1)	(0.2)	(0.0)	(0.1)	0.0
After-tax cash flow	US$ billion	1.4	0.5	0.5	0.6	0.2	0.1	0.3	0.0	0.2	(1.2)
Discounted cash flow	US$ billion	1.2	0.3	0.2	0.2	0.0	0.0	0.0	0.0	0.0	(0.1)

Note: The sole purpose of the annual cash flow data presented above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
Source: MEL (2022)

As there is no initial capital investment to be recovered, the internal rate of return (IRR) and payback period are not applicable for this cash flow analysis or economic viability.

It is the Qualified Person's opinion that extraction of the mineral reserves is economically viable.

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19.3 Sensitivity Analysis

Economic sensitivity analysis results are presented at Table 19-6 based on variations in significant input parameters and assumptions.

Table 19-6: Results of Sensitivity Analysis

NPV US$ billion	-25%	Reference	+25%
Copper price	3.7	10.5	17.1
Foreign exchange rate (CLP / USD)	9.3	10.5	11.3
Capex	11.4	10.5	9.7
Opex	14.1	10.5	6.8
Cu Grade	5.0	10.5	15.9

Note: The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
Source: MEL (2022)

In the opinion of the Qualified Person the NPV of MEL mineral reserves is robust to variation in significant input parameters.

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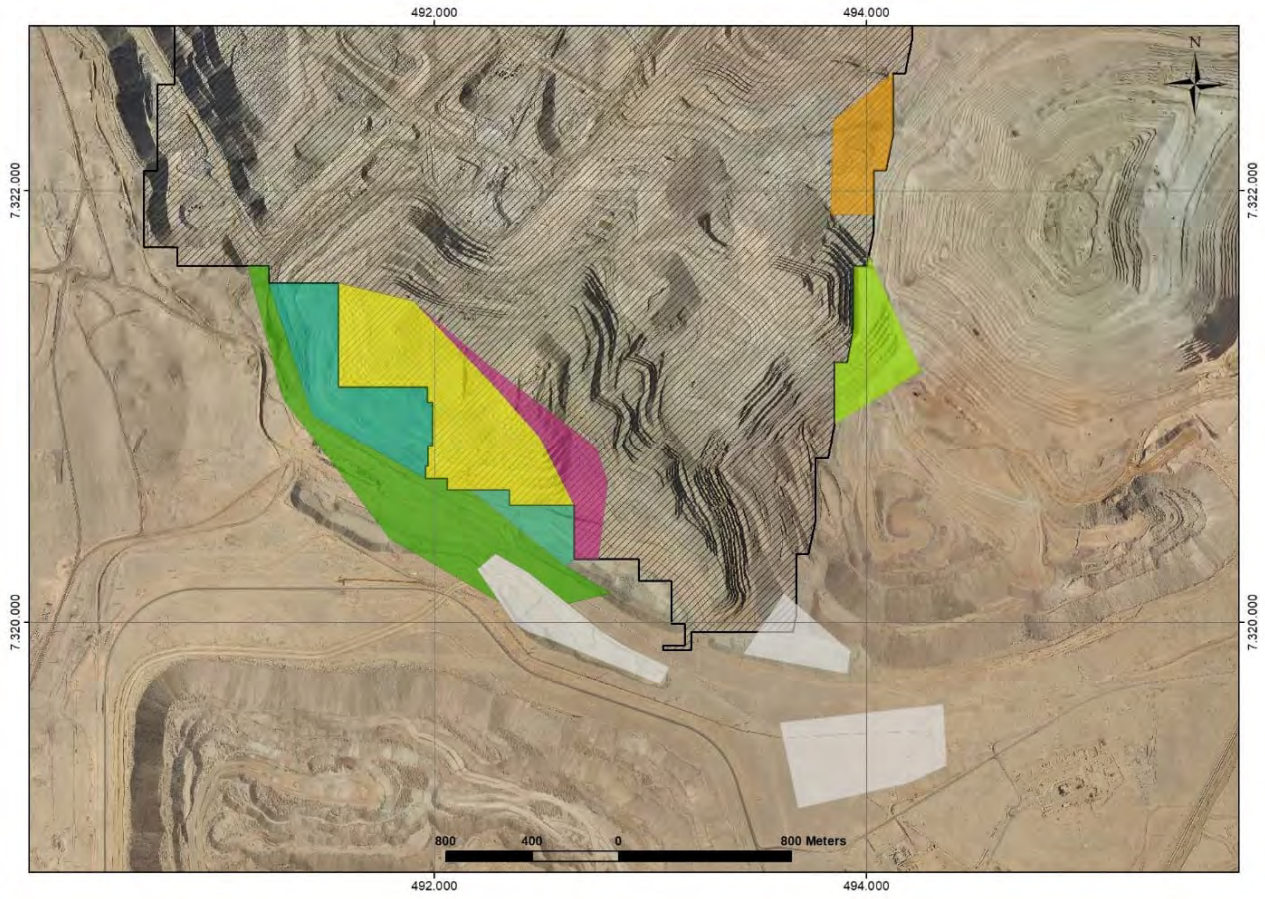
20 Adjacent Properties

MEL is located adjacent to Compañía Minera Zaldivar (CMZ), owned by Antofagasta Minerals. MEL and CMZ are mining the same mineralization and currently MEL's Escondida Norte pit and the CMZ main pit share a common pit wall (Figure 20-1).

CMZ and MEL have historic agreements in place with regards to CMZ accessing areas that fall within the MEL property, as well as MEL gaining access to portions of the Escondida Norte pit that fall within the CMZ mine property.

In Antofagasta Minerals most recent annual report ("Annual Report 2021") state that the Zaldivar mine is expected to operate until 2036. They also note that 20% of the ore reserves at Zaldivar impact a portion of MEL's mine property, as well as infrastructure owned by third parties (road, railway, powerline and pipelines).

Maps presented in this chapter use UTM projection PSAD56.



Note: Coloured areas show sections covered by the historic agreements between CMZ and MEL

Figure 20-1: CMZ Located Next to Escondida Norte Pit

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21 Other Relevant Data and Information

21.1 Independent Audits

An independent audit of the MEL Ore Reserves were carried out during May 2020 undertaken by Golder Associates S.A. for the Ore Reserves statement as at June 30, 2020.

The main conclusions of Golders audit are presented below. Specific technical conclusions are presented throughout the report.

- The method used to define and estimate Ore Reserves is adequate.
- The modifying factors used to convert mineral resources to Ore Reserves were correctly applied.
- The economic analysis indicates a positive cash flow based on the production schedule adopted.
- The Ore Reserves were reproduced by Golder (tonnes and grades) according to the statement as at June 30, 2020, provided by BHP.
- No fatal flaws were identified during the audit.
- No recommendations classified as Priority 1 or Priority 2 were identified during the audit.
- The Ore Reserves reported by BHP as at June 30, 2020, comply with BHP internal documents Tenement Management and Mineral Reporting (BHP, 2016) and US SEC Mineral Reserves Reporting (BHP, 2018).

Annual internal Risk Reviews are conducted jointly by MEL and the BHP Resource Centre of Excellence to ensure significant and material risks to tenure, mineral resources and mineral reserves are adequately managed. The Risk Review process identifies key reporting changes regarding the annual declaration of mineral resources and mineral reserves and agreed actions requiring completion prior to BHP's annual reporting. Issues and opportunities identified during the Risk Reviews inform the Annual Assurance Plan and scopes for potential Controls Effectiveness Collaborative Assessment reviews and identify good practice that can be shared across BHP.

The risk review conducted in FY22 found no Significant Deficiencies.

21.2 Plan Compliance

Mine Plan Compliance was estimated for FY22, comparing expit movement per phase to 2YBudget22 Plan (F11), from July 2021 to April 2022 (March 2022 YTD F11).

During the fiscal year the delay in the mine sequence is 7Mt (98% volumetric compliance), with delays in PL01, N017 and N011 being offset be advances in other pushbacks (Figure 21-1).

- PL01 - Delayed zones due to change in sequence compared to F11 & deviation at initial start surface FY22. Actual extraction sequence focused on the north of pushback rather than south.
- N017 - Delay due to less expit movement at the beginning of FY22, 2 shovels operated vs 3 shovels planned. In the 2nd Half of FY22 with change in sequence between centre of pushback rather than west of pushback.
- E007 - Is ahead of plan because F11 considered extraction of the pushback in June FY22 (detention from July to May). The advances are due to delays in the removal of the antenna (N11 pushback) at the beginning of FY22 and the detention of N568 pushback in September
- N011 - Delayed because the antenna was removed in July FY22 and until to February with less movement than planned in F11

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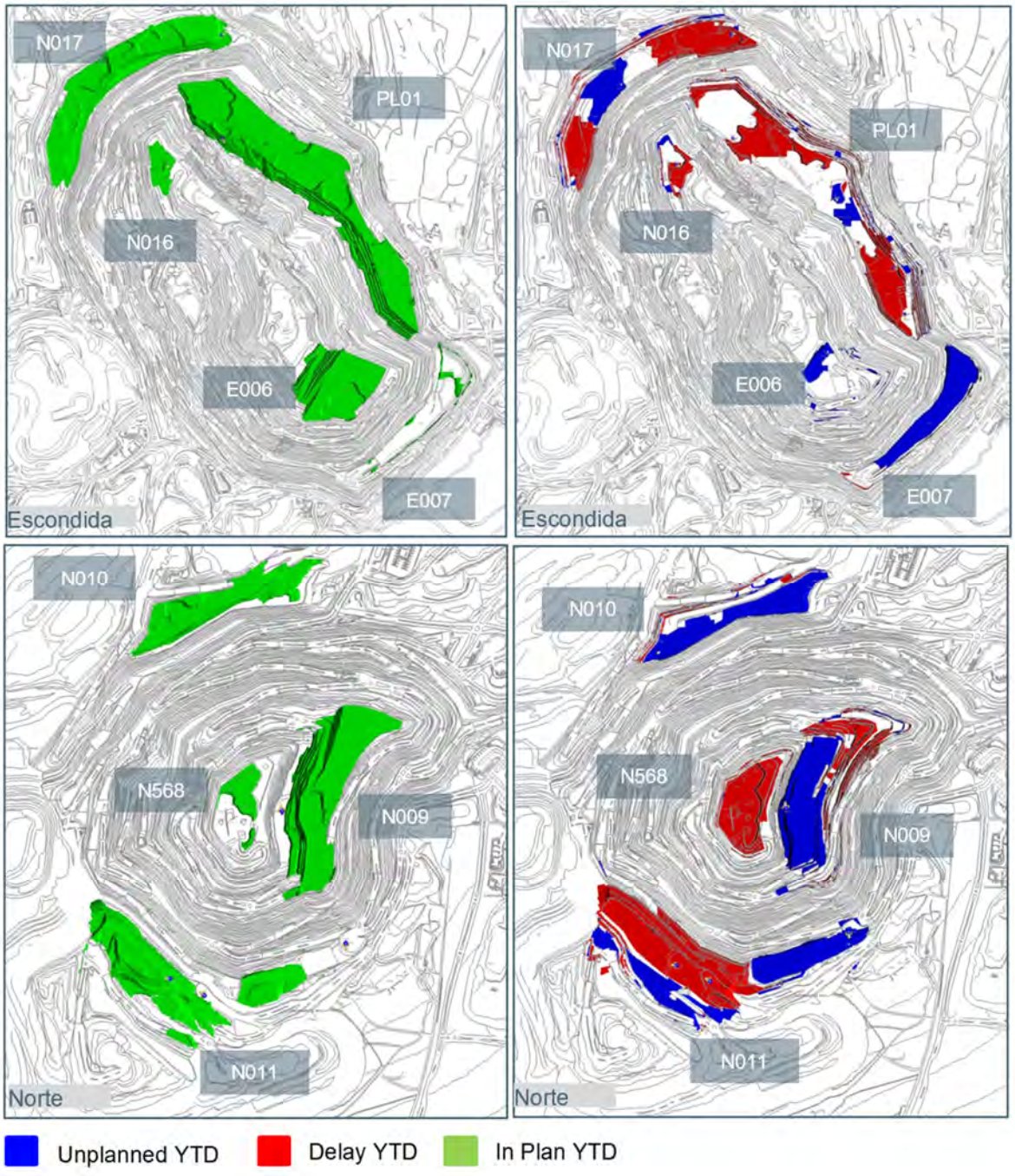


Figure 21-1: In Plan vs Delayed vs Unplanned

Figure 21-2 shows volumetric YTD delayed and unplanned expit movement per pushback for FY22, referred 2YBudget22.

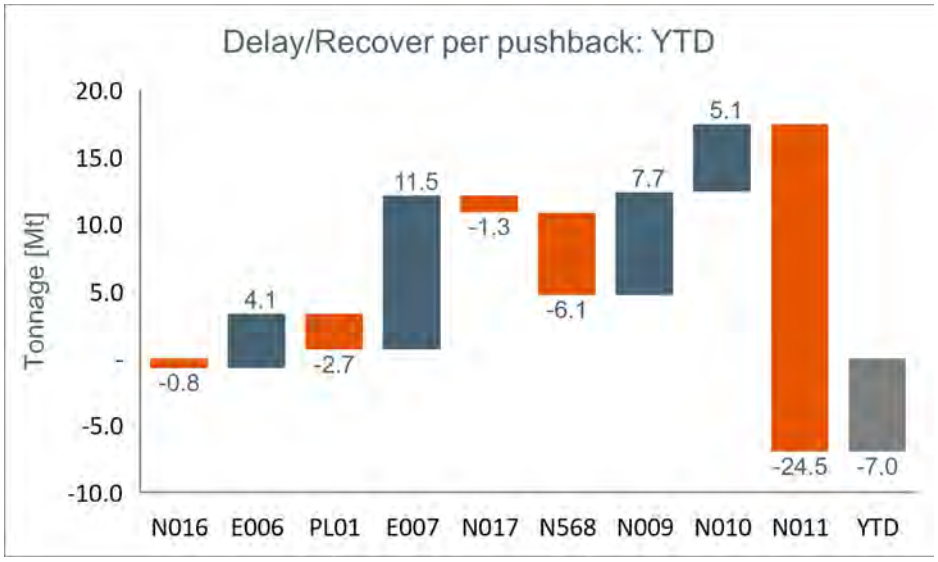


Figure 21-2: Volumetric delay-recover per pushback, from July to March FY22

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22 Interpretation and Conclusions

MEL has mineral resources and mineral reserves supported by drilling programmes, all within the boundaries of the MEL Special Mining lease and within 15 km radius of existing infrastructure. The vertically integrated nature of the mining and processing facilities located close to the ore body provides the flexibility to add and optimise growth tonnes to existing infrastructure

Mineral resources confidence is reflected in the applied resource classifications in accordance with the SEC S-K 1300 Regulations with factors influencing mineral resources classification including but not limited to data density, data quality, geological continuity and/or complexity, estimation quality and weathering zones. Reconciliation data from operating mines supports the confidence of resource estimates.

22.1 Mineral Resources

Geology and mineralisation are well understood through three decades of active mining, and MEL has used relevant available data sources to integrate into the modelling effort at the scale of a long term resource for public reporting. A 3D implicit geological model informed by drilling and pit mapping to constrain and control the shapes of lithology, alteration, and mineralisation of the deposit. Copper grades were interpolated into a block model using ordinary kriging methods. Results were validated visually, via various statistical comparisons, and against recent reconciliation data. The estimate was depleted for current production, categorised in a manner consistent with industry standards. Mineral resources have been reported using an optimised pit shape, based on economic and mining assumptions to support the reasonable potential for eventual economic extraction of the resource. A cut-off grade has been derived from these economic parameters, and the resource has been reported above this cut-off. The above process occurs annually in preparation for MEL's annual business planning cycle.

In QP's is of the opinion, that the mineral resources stated herein are appropriate for public disclosure and meet the definitions of Indicated and Inferred resources established by the SEC S-K 1300 Regulations and industry standards.

22.2 Mineral Reserves

Mineral reserves have been estimated in consideration of both internal and regulatory requirements. Economic assumptions that were applied are consistent with company protocols. An iterative and comprehensive planning process is in place whereby final pit phase designs are reviewed by the geotechnical department in order to endorse the final pushback designs.

FY22 statement considered three concentrator plants operating until FY27, Los Colorados ceases operation at this year and then two concentrators are expected to remain until the end of this operation (Laguna Seca L1 and L2). In terms of the process of cathodes, Sulphide Leach operates until FY56 and OLAP until FY34.

Uncertainties that affect the reliability or confidence in the mineral reserves estimate include but are not limited to:

- Future macro-economic environment, including product prices and foreign exchange rate;
- Changes to operating cost assumptions, including labour costs;
- Ability to extend the mine life after FY50 when we are required to renew our surface rights which are expected to require a new Environmental Impact Assessment (EIA);
- Ability to maintain environmental and social license to operate;

Confidence in the mineral reserves is reflected in the applied reserve classifications in accordance with the SEC S-K 1300 Regulations with factors influencing classification including but not limited to mining methods, processing methods, economic assessment and other life of asset and closure assessments.

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Reconciliation data from the existing operation supports the confidence of reserve estimates. As with the generation of the Geological and mineral resources models, mine planning is undertaken on an annual basis to inform the MEL business planning process.

In the opinion of the Qualified Person, the positive project NPV provides confidence in the mineral reserve estimates and the supporting mine plan, under the set of assumptions and parameters used in which they were developed.

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23 Recommendations

23.1 Recommended Work Programmes

23.1.1 Geology and Mineral Resources

Maintain, according to the MEL standard, target a minimum of 90% of measured resources for the first two years of production and a minimum of 80% of measured resources for the following three years. This is achieved through the yearly drilling of the deposits focussed upon reducing geological uncertainty in required areas. This data gathering activity both informs the long term planning process and also reduces risk to the medium term (5 year) operational window. This continuation of the annual activity is the fundamental recommendation for geology and mineral resources being the key risk management tool for geological uncertainty.

Better understanding of the geological features will be needed for the deeper portions of the Escondida deposit but at this time this part of the mineralisation isn't mined until after year 2045.

23.1.2 Mineral Reserves

Continue the process of annual updates of the mineral reserves in line with the annual planning processes. This may be required more frequently if new information becomes available that materially impacts one or more of the modifying factors. Continue with the periodical independent review of mineral reserves estimation methodology and implementation of any identified recommendations from the review outcomes.

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25 Reliance on Information Provided by the Registrant

The qualified persons have relied on information provided by BHP in preparing their findings and conclusions regarding certain aspects of modifying factors, which are listed in Table 25-1.

Table 25-1: Reliance on Information Provided by the Registrant

Category	Report Section/ Portion	Portion of Technical Report Summary	Disclose Why the Qualified Person Considers it Reasonable to Rely upon the Registrant
Macro- economic Assumptions	Section 19.1	Standard discount rate and foreign exchange rate	Matters related to discount rates and interest rates are maintained by financial professionals within BHP and the accounting practices are audited annually by external auditors.
Governmental factors	Section 19.1	Royalty and taxation	These are external factors that BHP has to comply with and data is maintained by financial professionals within BHP

Source: MEL (2022)

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BHP

SEC S-K 229.1300 Technical Report Summary
Stage of Property: Production
Property: Western Australia Iron Ore (WAIO)
Location: Western Australia, Australia

For the Fiscal Year ended: 30 June 2022

Report Prepared for

BHP Group Limited
(ABN 49 004 028 077)

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Note regarding Forward-Looking Statements

This Technical Report Summary (TRS) contains forward-looking statements, including: statements regarding trends in commodity prices and currency exchange rates; demand for commodities; resources, reserves and production forecasts; plans, strategies and objectives of management; operations or facilities (including associated costs); anticipated production or construction commencement dates; capital costs and scheduling; operating costs and supply of materials and skilled employees; anticipated productive lives of projects, mines and facilities; provisions and contingent liabilities; and tax and regulatory developments.

Forward-looking statements may be identified by the use of terminology including, but not limited to, 'intend', 'aim', 'project', 'see', 'anticipate', 'estimate', 'plan', 'objective', 'believe', 'expect', 'commit', 'may', 'should', 'need', 'must', 'will', 'would', 'continue', 'forecast', 'guidance', 'trend' or similar words. These statements discuss future expectations concerning the results of assets or financial conditions, or provide other forward-looking information.

Forward-looking statements are based on current expectations and reflect judgments, assumptions, estimates and other information available as at the date of this TRS. These statements do not represent guarantees or predictions of future financial or operational performance and involve known and unknown risks, uncertainties and other factors, many of which are beyond BHP's control and which may cause actual results to differ materially from those expressed in the statements contained in this TRS. Readers are cautioned against reliance on any forward-looking statements or guidance, including in light of the current economic climate and the significant volatility, uncertainty and disruption arising in connection with COVID-19. Other factors that may affect actual results are set out in BHP's reports that are filed with, and furnished to, the U.S. Securities and Exchange Commission, including BHP's Annual Report on Form 20-F for the period ended June 30, 2022.

Except as required by applicable regulations or by law, BHP does not undertake to publicly update or review any forward-looking statements, whether as a result of new information or future events.

The production schedule data included in Sections 13 and 19 of this TRS has been prepared to demonstrate the economic viability of the mineral reserves of WAIO only and may differ from production guidance published by BHP from time to time in accordance with the relevant ASX Listing Rules. See Sections 11, 12, 16, 17, 18 and 19 for more information on the pricing and cost assumptions utilised to produce WAIO's production schedule data in this TRS.

Specifically, the production schedule data for the entire life of mineral reserves included in Sections 13 and 19 of this TRS has been prepared utilising the median of historical monthly average commodity prices and the average of annual costs for the preceding three financial years (1 July 2018 to 30 June 2021), whereas BHP's forward production and cost guidance published in accordance with the ASX Listing Rules are prepared utilising BHP's internally generated projected long-term commodity prices and cost assumptions. Therefore, the production schedule data included in this TRS may differ from BHP's production guidance published in accordance with the ASX Listing Rules.

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List of Abbreviations

The metric system has been used throughout this report. Tonnes are metric of 1,000kg, or 2,204.6 lb. All currency is in U.S. dollars (US$) unless otherwise stated.

Abbreviation	Unit or Term
%	percent
°	degree (degrees)
°C	Degree(s) Celsius
µm	micron(s)
2D	Two dimensional
3D	Three dimensional
ACH	Aboriginal Cultural Heritage
AH	Aboriginal Heritage
AMD	Acid and Metalliferous Drainage
AusIMM	Australian Institute of Mining and Metallurgy
BHP	BHP Group Limited
BHPIOJ	BHP Iron Ore (Jimblebar) Pty Limited
BHPM	BHP Minerals Pty Limited
BID	Bedded Iron Deposit
BIF	Banded Iron Formation
BKM	Brockman (a type of iron ore deposit)
BWT	Below Water Table
CFR	Cost and freight
CHMP	Cultural heritage management plans
CID	Channel Iron Deposits
cm	centimeter
CRM	Certified Reference Materials
CY	Calendar Year (12-month period from 1 January to 31 December)
DD	Diamond Drilling
DHAT	Down Hole Assay Tool
DID	Detrital Iron Deposits
DMIRS	Department of Mines, Industry Regulation and Safety
dmt	Dry Metric Tonne
dmtu	Dry Metric Tonne Unit
DSO	Direct shipping ore
DWER	Department of Water and Environmental Regulation
EDA	Exploratory Data Analysis
EIA	Environmental Impact Assessment
EMP	Environmental Management Plan
EMS	Environmental Management System
EPA	Environmental Protection Authority
EPBC	Environmental Protection and Biodiversity Conservation
E-W	East-West
FIFO	Fly-in-fly-out
FOB	Free On Board
FSE	Fundamental sampling error
FY	Financial Year (12-month period from 1 July to 30 June)
g	gram(s)
GDA94	Geocentric Datum of Australia 1994
GPS	Geographic Positioning System
ha	hectares
HSE	Health Safety Environment
IDW	inverse-distance weighted
IF	Iron Formation
IJV	Incorporated Joint Venture
ILUA	Indigenous Land Use Agreement

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Abbreviation	Unit or Term
ISO	International Standards Organisation
Itochu	Itochu Minerals and Energy of Australia Pty Limited
JV	Joint venture
kg	kilogram(s)
km	kilometer(s)
km^2	square kilometer(s)
kv	kilovolt
LoA	Life of Asset
LOI	Loss on Ignition
LoM	Life of Mine
m	meter(s)
m^2	square meter(s)
m^3	cubic meter(s)
MAC	Mining Area C
MCP	Mine Closure Plan
M-G	Martite-Goethite
Mitsui	Mitsui Iron Ore Pty Limited
mm	millimetre(s)
MM	Marra Mamba (a type of iron ore deposit)
MNES	Matters of National Environmental Significance
mplH	Microplaty hematite
MS	Ministerial Statement
Mt	Million tonnes
Mtpa	Million tonnes per annum
MW	Million watts
NATA	National Association of Testing Authorities
NPV	Net Present Value
N-S	North-South
NVCP	Native Vegetation Clearing Permits
OHP	Ore handling plant
OSA	Overburden Storage Areas
PAF	Potentially Acid Forming
PEAHR	Project Environmental and Aboriginal Heritage Review
ppb	parts per billion
ppm	parts per million
QAQC	Quality Assurance/Quality Control
QP	Qualified Person
RC	Reverse Circulation
RIWI	Rights in Water and Irrigation
ROM	Run-of-mine
RQD	Rock Quality Description
SA Act	State Agreement Act
SEC	United States Securities and Exchange Commission
SMU	Selective Mining Unit
t	tonne (metric ton) (1000 kilograms or 2,204.6 pounds)
TGA	Thermo-Gravimetric Analysis
TLO	Train Load-Out
TR	Temporary Reserve
TRS	Technical Report Summary
TSF	Tailings Storage Facility
WA	Western Australia
WAIO	Western Australia Iron Ore
wmt	Wet Metric Tonne
XRF	X-ray fluorescence

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1 Executive Summary

This Technical Report Summary was prepared at a Pre-Feasibility Study-level, in accordance with the Securities and Exchange Commission (SEC) Regulation S-K (Title 17, Part 229, Items 601(b)(96) and S-K 1300), for BHP Group Limited (BHP), to support its disclosure of Mineral Resources and Mineral Reserves on its production-stage Western Australia Iron Ore (WAIO) property, Western Australia, Australia.

BHP is a leading mining and resources company. Its WAIO property is a large integrated direct shipping iron ore producer exporting iron ore in the form of fines (sinter plant feed) and lump (direct blast furnace feed), which are essential raw materials for the iron and steel-making industry. WAIO has been continuously producing iron ore since the late 1960's. The annual iron ore production rate of WAIO has increased gradually from about 20 Mt in the 1990's to 283 Mt (249 Mt on BHP's equity ownership basis) in FY2022 to meet rising global demand for iron ore.

1.1 Property Description and Ownership

The WAIO property is situated in the Pilbara iron ore province in the north-west of Western Australia (WA) and is centred on the small regional town of Newman located at approximately 1,000km north of the capital city Perth of WA. WAIO is an integrated operation consisting of five mining hubs and four processing hubs, all connected to its port facilities at Port Hedland by a network of more than 1,000km of its own rail infrastructure.

WAIO comprises four main joint ventures (JVs): Mount Newman, Yandi, Mount Goldsworthy and Jimblebar. BHP's economic interest in each of these JVs is 85%, with Mitsui Iron Ore Corporation Pty Ltd and Itochu Minerals and Energy of Australia Pty Ltd owning the remaining 15%. The JVs are unincorporated, except Jimblebar. BHP, Mitsui, Itochu and POSCO are also participants in the POSMAC JV, in which BHP's interest is 65%. The POSMAC JV only has a sublease over a part of Mount Goldsworthy JV and sells ore to the main JV.

WAIO's joint ventures, processing hubs, mining hubs and main mineral deposits are listed in Table 1-1. Regionally, Newman and Jimblebar mining and processing hubs fall within Eastern Pilbara region, Mining Area C and South Flank within Central Pilbara region and Yandi within Yandi region as shown in Figure 3-2 (Section 3.1).

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Table 1-1: List of WAIO Joint Ventures, Mining and Processing Hubs

Joint Venture	Processing Hub	Mining Hub	Main Mineral Deposits
Mount Newman	Newman Operations	Newman	Mount Whaleback, Eastern Ridge, Shovelanna
Jimblebar			Western Ridge
	Jimblebar	Jimblebar	South Jimblebar, Wheelarra, Hashimoto
Yandi	Yandi	Yandi	Yandi (end-of-life ramp down started in July 2021)
Mount Goldsworthy (POSMAC JV holds a sublease over the Mining Area C mine)	Mining Area C	Mining Area C	North Flank, Packsaddle
		South Flank	South Flank (new mine, first production started in May 2021)

Mines, processing facilities, railways and port facilities comprising WAIO are spread over a geographical area of 350km N-S and 250km E-W between Port Hedland and Newman towns. Newman (Latitude: 23°21'15" S, Longitude: 119°43'55" E) and Port Hedland (Latitude: 20°18'45" S, Longitude: 118°34'50" E) are accessible by road via public highways (Great Northern Highway and North West Coastal Highway) and by air via commercial flights to Newman and Port Hedland. A number of WAIO-owned roads and airports provide access to individual mining hubs. Iron ore produced from various mines is transported via WAIO-owned rail lines to the port facilities at Port Hedland in WA.

Mineral rights are held pursuant to five State Agreement (SA) Acts of WA (acts relating to mining rights held by BHP and its WAIO JV partners only) and the Mining Act, 1978 (WA) (act relating to mining rights for any party that obtains mineral titles in WA). WAIO currently holds 8 mineral titles pursuant to the SA Acts (covering a total area of approximately 2,678km^2) and 46 tenements pursuant to the Mining Act (totalling to 1,845km^2). BHP and its JV partners are the registered holders for 38 tenements and BHP is the sole registered holder for 16 tenements. The total area held under all these 54 titles is approximately 4,523km^2.

1.2 Geology and Mineralisation

The majority of WAIO's iron ore deposits are hosted in the late Archaean to early Proterozoic-age banded iron formations of the Hamersley Group in the Pilbara region of WA. Brockman (BKM) and Marra Mamba (MM) Iron Formations (IF) of the Hamersley Group are the two main hosts for bedrock mineralisation.

Fresh BKM IF tends to have higher phosphorous and alumina (both deleterious elements) and lower loss-on-ignition than fresh MM IF and this characteristic is carried through into the composition of the bedrock ores derived from these two different stratigraphic units. For this

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reason, the primary division of bedrock ore types is based on stratigraphy (BKM versus MM). The BIF-hosted iron ores can then be further subdivided in terms of their genesis and current mineralogy into (i) hypogene martite-microplaty hematite ores and (ii) supergene martite-goethite ores.

In addition to these two BIF hosted mineralisation types, economic mineralisation is also found in the fluviatile channel iron deposits (CID) of late Eocene to early Miocene age. The iron content in the CIDs is less than the bedrock mineralisation, but they tend to have much lower phosphorus and alumina contents that still make them attractive raw material.

Younger detrital sequences form colluvial-alluvial fans adjacent to some bedded iron deposits, which are called Detrital Iron Deposits (DID). Despite their widespread occurrence, mining of these DIDs is very limited and mostly opportunistic, occurring where they are mineralised and situated above bedrock mineralisation.

As such, the BKM, MM and CID are the three main ore types in the Pilbara. At WAIO, mined BKM and MM ore types (as well small quantities of DID) are blended together to produce the final lump and fines products. CID is mined separately and sold as a fines only product. WAIO's reported Mineral Resources and Mineral Reserves are a combination of these ore types.

Hematite (~70% Fe) and goethite (~63% Fe) are the primary iron bearing minerals and occur in different proportions in the deposits of various ore types. The run-of-mine is direct shipping ore (DSO).

Mineralisation extends more or less continuously over strike lengths of 5-10km for the majority of deposits, but may extend for up to 50-60km. The width of mineralisation at surface typically ranges from about 200m up to 1500m. Mineralisation extends to depths of between 100 and 400m and deposits typically have some form of surface expression, making them accessible to surface mining.

1.3 Status of Exploration, Development and Operations

WAIO is an operating stage property and has been producing continuously since the late 1960's. The required exploration and development activities are planned and executed internally.

Drilling is the primary method of exploration and undertaken on an on-going basis. The exploration activities are carried out in areas adjacent to operating mines (brownfield areas) in order to replenish Mineral Resources depleted due to mine production. In addition, some exploration activities are undertaken in strategic areas (greenfields areas) to increase confidence in the Mineral Resources that are scheduled for potential future development in the life of asset plan.

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From the 1950's to end of calendar year 2021, WAIO completed over 145,000 exploration drill holes for a total of 11.4 million metres (or 11,400km, including 8,312km of Reverse Circulation drilling and 773km of Diamond Drilling) for the purpose of resource identification and definition, resource characterisation, modelling of geotechnical and hydrogeological parameters, and geometallurgical test work. Since 2008, between 400km and 600km of exploration drilling have been completed annually. Drillhole lengths range from 30m to ~280m, with the majority of drill holes between 60m and 120m in length.

WAIO is an integrated system comprising four operational processing hubs (Newman Operations, Jimblebar, Mining Area C and Yandi) with associated open-pit mines and ore handling / processing plants. WAIO has its own rail network and port facilities, for transporting iron ore products to the coast and shipping them to its customers. All other WAIO infrastructure, including roads, airports, fly-in-fly out camps, sources of water and electricity, have been established by BHP over the last 50 years.

The growth of WAIO's iron ore production from the early 2000's has been mainly driven by the increased demand resulting from the industrial expansion in mainland China during this period, where steel production and consumption increased significantly.

All WAIO mines are open-pits and the run-of-mine (ROM) ore is dry crushed and screened to produce the two standard marketable DSO products, namely lump and fines.

WAIO is a long-life, large-scale, low-cost, export-oriented, high-quality, hematite-type, DSO producer with over 50 years of experience developing and operating mining assets. Currently, WAIO is the third largest iron ore producer in the world.

1.4 Mineral Resource and Mineral Reserve Estimates

1.4.1 Mineral Resource Estimates

The resource estimation process followed by WAIO is well established and is consistent with standard industry practice. A set of procedures governs geological interpretation, estimation and reporting of Mineral Resources, including peer reviews and independent auditing. Estimation was performed by BHP personnel, using Vulcan™ and Isatis™ Neo software.

Block models are constructed with geological, mineralisation and weathering domains, and above/below water table domains, based on the wireframed 3D geological interpretation. Estimation parent blocks (within mineralisation) are usually half the drill hole spacing in the easting/northing direction with a 3m cell height, creating a possible range from 25mE x 25mN x 3mRL up to 600mE x 300mN x 12mRL.

Sub-blocks are used to ensure robust representation of geological boundaries and domain volumes, and usually comprise 5mE x 5mN x 1mRL cells. Grade interpolation into parent cells is typically achieved by Ordinary Kriging (OK) for mineralised domains and Inverse Distance Weighted (IDW) for waste domains, where data is generally more limited. Some

deposits which have wider drill spacing have been interpolated wholly using IDW. Ordinary kriging is used in preference to IDW where possible, as it takes the spatial correlation between samples into account during the estimation process. IDW is based on the inverse of the distance of the sample from the estimation location, with no allowance for the spatial relationship of the samples. In domains where samples are limited, and a spatial relationship cannot thus be determined, IDW is used for estimation.

Mineral resources are reported using the Mineral Resource definitions set out in S–K 1300 and are reported exclusive of those Mineral Resources converted into Mineral Reserves.

The reported Mineral Resource tonnages are presented in million wet metric tonnes *in-situ* (point of reference) and attributable to BHP's economic interest. The quality of iron ore is shown by the iron (Fe) grade along with the content of main contaminants, which are phosphorous (P), silica (SiO_2), alumina (Al_2O_3) and loss on ignition (LOI).

Summary Mineral Resource estimates for WAIO at the end of the Fiscal Year Ended 30 June 2022 are provided in Table 1-2.

1.4.2 Mineral Reserve Estimates

Mineral Reserve estimates are derived from WAIO's current Life of Asset (LoA) mine plan. The process flow, with key steps in the mine planning process to convert the Mineral Resource estimates to the Mineral Reserve estimates, is shown below.



The WAIO mine plans are regularly (at least annually) optimised using the open-pit designs together with Mining Models (internal term for Reserve Models), cost, revenue and production rate factors to generate LoA schedules.

Ore loss (mining recovery) and dilution are inherent in the process of regularising the Resource Models to the Selective Mining Unit (SMU) size to generate the Mining Models. Iron ore deposits are bulk deposits and while some ore loss and dilution may occur along the edges, this is accounted for in the model regularisation process. No additional ore loss factor and dilution have been applied. The net recovery after regularising the resource models is between 95% and 90%. The long-term reconciliation factor between Mining Models and shipped product demonstrates that the regularisation process reasonably accounts for ore loss and dilution.

Optimised pit shells are imported into industry standard mine design software to generate pushback and final pit design limits with crest and toe strings, haul road access and incorporating minimum mining widths.

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The material contained within the final pit designs is then used as input for the mine scheduling process. WAIO's mine plans are run at annual increments with a target of maximising the Ore for Rail (OFR) production to the current capacity of approximately 290 Mtpa.

Mineral Reserves contain only that part of Mineral Resources which are scheduled as economic ore in the mine plan. Inferred Mineral Resources are allowed to contribute to the pit optimisation and the mine schedules but treated as waste for Mineral Reserve estimates (i.e., no positive revenue contribution is assigned to the Inferred Mineral Resources).

Summary of Mineral Reserve estimates for WAIO at the end of the Fiscal Year Ended 30 June 2022 are provided in Table 1-3. Yandi mine (CID ore type) started its end-of-life ramp down in July 2021 and therefore no Mineral Reserves have been estimated at Yandi for the purposes of this report.

The reported Mineral Reserve tonnages are presented in million wet metric tonnes *delivered to the process or ore handling plant* (point of reference) and attributable to BHP's economic interest.

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Table 1-2: Summary of Mineral Resources at the end of the Fiscal Year 2022

Mineral Resources reported in this table are exclusive of Mineral Reserves and attributable to BHP's economic interest. See notes below for commodity price, cut-off grade, point of reference and metallurgical recovery.

Name of Joint Venture	Measured Mineral Resources						Indicated Mineral Resources						Measured + Indicated Mineral Resources						Inferred Mineral Resources					
	Mt	%Fe	%P	%SiO_2	%Al_2O_3	%LOI	Mt	%Fe	%P	%SiO_2	%Al_2O_3	%LOI	Mt	%Fe	%P	%SiO_2	%Al_2O_3	%LOI	Mt	%Fe	%P	%SiO_2	%Al_2O_3	%LOI
Mt Newman	250	61.0	0.11	3.5	2.3	6.2	770	59.7	0.13	4.8	2.8	6.3	1,020	60.0	0.12	4.5	2.7	6.3	2,240	59.7	0.12	4.8	2.6	6.4
Goldsworthy	100	56.7	0.13	7.9	3.6	6.8	490	58.8	0.08	6.0	3.0	6.0	590	58.4	0.09	6.4	3.1	6.2	3,900	59.9	0.10	5.2	2.3	6.2
Yandi	360	58.3	0.11	4.7	2.4	8.9	1,300	59.4	0.14	4.5	2.3	7.6	1,660	59.2	0.13	4.5	2.3	7.8	1,930	57.9	0.13	5.5	2.6	8.3
Jimblebar	210	60.1	0.10	5.1	2.9	5.2	560	59.5	0.14	5.3	3.1	5.7	760	59.7	0.13	5.2	3.0	5.6	280	58.6	0.10	5.7	3.4	6.2
BHP (Non-JV)	170	60.5	0.13	4.8	2.5	5.6	200	59.3	0.13	6.1	2.5	6.0	370	59.9	0.13	5.5	2.5	5.8	2,050	59.0	0.13	4.9	2.8	7.1
WAIO Total	**1,090**	**59.5**	**0.11**	**4.8**	**2.6**	**6.8**	**3,320**	**59.4**	**0.13**	**5.0**	**2.7**	**6.6**	**4,400**	**59.4**	**0.12**	**5.0**	**2.6**	**6.7**	**10,410**	**59.3**	**0.12**	**5.1**	**2.6**	**6.8**

(1) Qualified Person: Ellen Maidens (MAIG), Craig Allison (MAusIMM) and Shane Whittaker (MAusIMM). They are full-time employees of BHP.
(2) For estimation of cut-off grades and Mineral Resources, a long-term iron ore price of US $86 per dmt for Platts 62% Fe Fines Index and unit operating cost of US $17.4 per wmt were used for the purpose of this report, both on FOB Port Hedland basis. The price used represents the median of the 3-year trailing calendar monthly averages over the timeframe from July 2018 to June 2021. The unit operating cost is the average of the actual yearly operating cost of WAIO for the last three years from FY2019 to FY2021.
(3) All Mineral Resources were reported on in-situ basis as the point of reference and were exclusive of those parts of Mineral Resources which had already been converted to Mineral Reserves. The current practice of open-cut mining method has been assumed for all the Mineral Resource estimates.
(4) The Mineral Resources have an effective date of 30 June 2022 and are reported on the basis of BHP's economic interest. BHP has a 85% economic interest in Newman, Jimblebar, Goldsworthy MAC and Yandi joint ventures and 100% in BHP (Non-JV). POSMAC joint venture, in which BHP has 65% interest, holds only 2 Mt Measured and Indicated Mineral Resources and 3 Mt Inferred Mineral Resources and is shown as part of Goldsworthy MAC in this table.
(5) Mineral Resources shown in the table comprise mostly Brockman (BKM) and Marra Mamba (MM) ore types with minor amounts of Detrital Iron Deposits (DID) for all joint ventures, except Yandi which additionally include some Channel Iron Deposits (CID). Cut-off grades used for estimating the Mineral Resources are: BKM – 54% Fe, MM – 54% Fe, CID – 52% Fe and DID – 58% Fe and <= 6% Al2O3.
(6) Mineral Resource classification is based on drill spacing, assessments of geostatistical parameters, geological confidence and data quality considerations as appropriate.
(7) The grades listed above (Fe – iron, P – phosphorous, SiO_2 – silica and Al_2O_3 – alumina) refer to in situ mass percentage on a dry weight basis. LOI (loss on ignition) refers to loss of mass (dry basis) during the assaying process. Tonnages are reported as wet tonnes for all ore types, including approximate moisture contents: BKM – 3%, CID – 8%, DID – 4% and MM – 4%.
(8) WAIO produces a single commodity (Fe). Additional deleterious elements are reported for quality purposes.
(9) WAIO is predominantly a producer of direct shipping ore and based on design of process plants and historical performance the metallurgical recovery has been assumed as 100% for the purpose of reporting all Mineral Resources.
(10) Tonnes are shown in million metric tonnes (Mt) and are rounded to nearest 10 million tonnes to reflect order of accuracy of the estimates. As a result, some figures may not add up to totals shown in the table.

The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

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Table 1-3: Summary of Mineral Reserves at the end of the Fiscal Year 2022

Mineral Reserves reported in this table are attributable to BHP's economic interest. See notes below for commodity price, cut-off grade, point of reference and metallurgical recovery.

Name of Joint Venture	Proven Mineral Reserves						Probable Mineral Reserves						Total Mineral Reserves					
	Mt	%Fe	%P	%SiO_2	%Al_2O_3	%LOI	Mt	%Fe	%P	%SiO_2	%Al_2O_3	%LOI	Mt	%Fe	%P	%SiO_2	%Al_2O_3	%LOI
Mt Newman	240	63.7	0.10	2.9	1.8	3.3	510	61.9	0.11	3.4	2.1	5.3	750	62.5	0.11	3.3	2.0	4.6
Goldsworthy	910	62.0	0.09	3.2	1.8	5.8	1,030	61.0	0.08	3.9	1.9	6.4	1,940	61.5	0.08	3.6	1.8	6.1
Jimblebar	480	61.8	0.12	3.4	2.5	5.1	410	61.4	0.11	4.1	2.7	4.7	900	61.6	0.12	3.7	2.6	4.9
WAIO Total	**1,630**	**62.2**	**0.10**	**3.2**	**2.0**	**5.2**	**1,960**	**61.3**	**0.09**	**3.8**	**2.1**	**5.7**	**3,590**	**61.7**	**0.10**	**3.6**	**2.1**	**5.5**

(1) Qualified Persons: Anastasia Balueva for Goldsworthy and Ricardo Fuentes for Mt Newman and Jimblebar. They are all full-time employees of BHP.

(2) For estimation of cut-off grades and Mineral Reserves, unit operating cost of US$17.4 per wmt and long-term iron ore price of US $86 per dmt for Platts 62% Fe Fines Index for fines and US $103 per dmt for lump were used for the purpose of this report, all on FOB Port Hedland basis. The price used represents the median of the 3-year trailing calendar monthly averages over the timeframe from July 2018 to June 2021. The unit operating cost is the average of the actual yearly operating cost of WAIO for the last three years from FY2019 to FY2021.

(3) The point of reference for Mineral Reserves is as delivered to the process or ore handling plant. The current practice of surface mining method was assumed for estimating all Mineral Reserves.

(4) The Mineral Reserves have an effective date of 30 June 2022 and are reported on the basis of BHP's economic interest. BHP has a 85% economic interest in Mt Newman, Goldsworthy and Jimblebar joint ventures. POSMAC joint venture, in which BHP has 65% interest, held only 11 Mt Proven and 4 Mt Probable Mineral Reserves which are included as part of Goldsworthy in this table.

(5) Mineral Reserves shown in the table comprise Brockman (BKM) and Marra Mamba (MM) ore types for all joint ventures. The cut-off grade used for estimating the Mineral Reserves for both BKM and MM ore types is typically Fe ≥ 58% with minor exceptions.

(6) The grades listed above (Fe – iron, P – phosphorous, SiO_2 – silica and Al_2O_3 – alumina) refer to in situ mass percentage on a dry weight basis. LOI (loss on ignition) refers to loss of mass (dry basis) during the assaying process. Tonnages are reported as wet tonnes for all ore types, including approximate moisture contents: BKM – 3% and MM – 4%.

(7) WAIO produces a single commodity (Fe). Additional deleterious elements are reported for quality purposes.

(8) WAIO is predominantly a producer of direct shipping ore and based on design of process plants and historical performance the metallurgical recovery has been assumed as 100% for Goldsworthy and Jimblebar JVs and 99% for Mt Newman JV for the purpose of reporting Mineral Reserves.

(9) Tonnes are shown in million metric tonnes (Mt) and are rounded to nearest 10 million tonnes to reflect order of accuracy of the estimates. As a result, some figures may not add up to totals shown in the table.

The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report

Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

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1.5 Mining Method

The method of mining at all WAIO mines is open-cut. Iron ore is a bulk commodity and the deposits are wide, generally shallow dipping and with most parts occurring within depths of 200 to 300m from the surface under a relatively thin overburden, thus leading to low strip ratios. These characteristics make open-cut mining the natural choice.

WAIO open-cut mining uses face shovels, front-end loaders or backhoe excavators. The full bench is drilled and blasted for a 12 m height, sampled at three times in 4 m increments and three 4 m flitches are mined.

Pit and pushback designs are completed using the recommended geotechnical slope angles based on studies. The geotechnical parameters are developed after comprehensive studies at least of pre-feasibility level for each deposit, assessing the geological conditions and factors of safety. The pit slope angles are based on the outcomes and recommendations from these studies.

The ultimate pit designs are guided by the selected economic pit. Overall pit and pushback designs are created using industry standard mine design software (Vulcan™ or Datamine™) with crest and toe lines, haul road accesses and incorporating minimum mining widths. The minimum mining width is determined by the equipment to be used for the mining operation.

1.6 Processing and Recovery Methods

The run-of-mine (ROM) ore is direct shipping ore (DSO) with average iron content not less than 60% for Brockman (BKM) and Marra Mamba (MM) ore types and not less than 56.5% for the Channel Iron Deposit (CID) ore type. The ore is also higher quality, with deleterious contents within acceptable limits, and is capable of being fed to the blast furnace for iron and steel making, without the need for any concentration or beneficiation.

The ROM is crushed and screened to produce the two industry-standard DSO marketable ore types, namely lump (with nominal particle size >6.3mm) and fines (with size <6.3mm). This processing method is simple and well understood and widely used by most DSO producers in the Pilbara. The ROM ore is first crushed in a primary crusher set up near the mine. The crushed ore is then transported via an overland conveyor to an Ore Handling Plant (OHP) housing secondary and/or tertiary crushers and screens for further crushing and screening. The OHPs are located close to a train load-out (TLO) station. For larger mines, two or more OHP's are centrally located around the TLO station(s) and form a processing hub. Currently there are four processing hubs in WAIO, Newman Operations, Jimblebar, Mining Area C - South Flank and Yandi.

In WAIO, only one OHP (Whaleback Beneficiation Plant, located in Newman Operations) uses heavy-media separation to beneficiate a select part of BKM ore from the Mount

Whaleback deposit. The production from this plant was 4.7 Mt in FY2022, contributing less than 2% of WAIO's total production.

All dry OHP's recover typically 100% mass of the ROM feed in the form of either lump or fines, whereas the Whaleback Beneficiation Plant typically recovers approximately 95% wet mass of the plant feed.

1.7 Infrastructure

Most of the infrastructure required for WAIO to support current mining operations and develop the Mineral Reserves stated in this report is already in existence. This has been developed by BHP gradually over the last six decades in pace with staged expansion of production capacity to meet increasing global iron ore demand.

WAIO is a fully integrated system of four processing and five mining hubs, all connected by more than 1,000 kilometres of BHP-owned rail infrastructure to its two port facilities at Port Hedland.

WAIO owns and operates a natural gas fired power plant (Yarnima Power Station, in Newman town), with an installed generators' capacity of 190 megawatts. The plant supplies the entire power requirement for all its mining and processing facilities as well as mine camps. WAIO mines and Newman township typically consume about 80 – 100 MW of power on average, with peak demand reaching 130 to 140 MW.

Power consumed for WAIO's port operations at Port Hedland is purchased via a power purchase agreement with Alinta Energy, a large energy supplier in Australia. The port operations typically consume about 37 MW on average, peaking at 70 MW.

Groundwater is the primary freshwater source for WAIO and is extracted from production and dewatering bores with abstraction volumes as per licence requirements for use in all mining and processing operations. The water is supplied to various sites through a network of overground and underground water pipelines along with associated tanks and control infrastructure. Water consumption is linked to mining rates, and water supply and infrastructure capacity is included in development plans accordingly.

WAIO relies mainly on a fly-in-fly-out (FIFO) workforce sourced primarily from within WA (Perth and other regional towns) and to a lesser extent from other eastern states in Australia. Personnel work on rosters on a fly-in-fly-out basis and WAIO operates charter flights from Perth to ferry personnel to various mine sites. While on mine site, personnel reside in the fully serviced WAIO-owned FIFO camps.

1.8 Market Studies

WAIO produces direct shipping iron ore, which is sold as two ore types, namely lump and fines. The realised price for iron ore (both lump and fines) is dependent on the iron content as well as the contents of deleterious elements like phosphorus, silica, alumina and loss-on-

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ignition. Most of the WAIO ore types is considered higher quality based on assessments of these impurities.

Iron ore is the primary raw material for iron and steel-making, which is an important building block for construction, transportation, energy infrastructure and household appliances. Therefore the demand for iron ore is expected to continue over the length of cash flow for WAIO currently projected to 2052.

Global crude steel production has more than doubled over the past two decades, from 0.85 billion tonnes in 2000 to 1.95 billion tonnes in 2021 (source: World Steel Association), to fuel the global economic growth, urbanisation and industrialisation. During the same period, China's production has increased from 131 Mt in 2000 to 1033 Mt in 2021 (source: World Steel Association), contributing the bulk of the global increase.

Out of the 2.3 billion tonnes total iron ore consumption in 2021 globally, 1.5 billion tonnes are traded on the seaborne market. Asia is the largest customer location, accounting for ~90% of the seaborne iron ore demand, with most of the seaborne iron ore going to China, Japan and South Korea. China is the single largest customer location, accounting for more than 70% of the seaborne iron ore demand (source: Iron ore market service – Q3 2021 outlook to 2035).

On the supply side, Australia, Brazil and South Africa are the major seaborne iron ore supply countries supplying over 80% of the market in 2021. Notably, Australia is the single largest iron ore producing country, supplying close to 60% in CY2021 of the seaborne trade (source: Iron ore market service – Q3 2021 outlook to 2025).

Iron ore is a bulk commodity and the commodity price of iron ore types varies depending on the supply and demand situation at the time. Since the late 2000's and with introduction of spot pricing, the commodity price has seen greater variability over both short (week/month) and long (year) time horizons. During this period at least two cycles of price variation have been observed with monthly average Platts 62% Fe Fines Index prices swinging between US$210 per dmt and US$40 per dmt.

A long-term iron ore price of US$86 per dmt for Platts 62% Fe Fines Index has been used for the purpose of this report to establish the reasonable prospect of economic extraction for Mineral Resources and economic viability of Mineral Reserves. This price represents the median value of the historical calendar month average nominal prices over a timeframe of the preceding three financial years from July 2018 to June 2021.

1.9 Capital and Operating Cost Estimates

WAIO is an operating stage property and has been actively producing for a number of decades. No new mining production hub is required for the estimated Mineral Reserves as of the effect date of this report. Therefore both capital and operating cost estimates for the

purpose of this report have been estimated based on WAIO's actual operating performance over the last three financial years (July 2018 to June 2021).

As an operating asset, the sustaining capital costs are only the capital costs required to sustain the current production rate. The sustaining capital has been estimated at US$3.81 per wmt of Mineral Reserves.

The average of the previous three financial years of actual operating costs has been used for the purpose of this report to estimate Mineral Reserves. The overall unit operating cost has been estimated at US$17.4 per wmt of Mineral Reserves.

Since the cost estimates are based on actual operating performance, these estimates are expected to be within the accuracy level of ±25%.

1.10 Economic Analysis

Economic analysis demonstrates economic viability of the Mineral Reserve using assumptions described in this report. The net present value of future cash flows is US$88.3 billion (based on the assumptions and methodology set out in Section 19, including as discounted to July 2022 using a discount rate of 6.5%) and robust to variations in significant input assumptions, such as commodity price, foreign exchange rate, operating and capital costs.

1.11 Permitting Requirements

WAIO operations are regulated through a combination of Part IV Ministerial Statements and Part V Prescribed Premises Licences under the Environmental Protection Act 1986 and their associated requirements. Other environmental legislation under which BHP operates includes but is not limited to the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act), the Biodiversity Conservation Act 2016 (BC Act), the Mining Act 1978 and the Environmental Protection (Clearing of Native Vegetation) Regulations 2004.

To meet its current operational requirements, BHP holds a multitude of approved environmental permits, some of which are listed below.

- 18 Ministerial Statements
- 31 Mining Proposals
- 14 Environmental Operating Licences
- 40 Environmental Management Plans
- 60 Water Licences
- 72 Native Vegetation Clearing Permits (NVCP) and 36 Programmes of Works
- 6 Works approvals

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In addition to the approved environmental permits, BHP currently (as of 1 May 2022) has six applications for environmental permits currently under assessment with government. These include two NVCP amendments to allow for changes in the NVCP conditions; one Mining Proposal to lift the wall of the Mount Whaleback tailings storage facility; and three licence amendments to allow for changes in licence conditions.

1.12 Qualified Person's conclusions and recommendations

WAIO has a substantial Mineral Resources and Mineral Reserves base supported by extensive sampling through exploration drilling and other geological information. The majority of the deposits are located within an area 250km long by 100km wide, close to existing infrastructure. This concentration of deposits provides the flexibility to add growth tonnes to existing hub infrastructure and link greenfields developments to an existing mainline rail. The large resource base is capable of supporting the current rate of production for several decades.

WAIO has over 50 years of exploration and extraction experience on the property, which has been used to validate and calibrate the resource and reserve estimates. The high proportion of Indicated and Measured Resources and the reconciliation results give high confidence in the estimation and reporting of the Mineral Resources and Mineral Reserves. As such, in the QP's opinion, the estimates of WAIO Mineral Resources and Mineral Reserves are duly supported by adequate technical data and reasonable assumptions as stated in this report.

WAIO has been undertaking some 450 to 500km of exploration drilling annually for the past few years to define resources and improve confidence in resource estimates. Similar amounts of annual exploration drilling are proposed in coming years, which the QP's expect may mitigate risks associated with resource estimates.

Mineral Resource confidence is reflected in the applied resource classification in accordance with the SEC S-K 1300, with factors influencing resource classification including but not limited to data density, data quality, geological continuity and/or complexity, estimation quality and weathering zones. Reconciliation data from operating mines supports the confidence of resource estimates.

The generation and classification of Mineral Resource estimates, and their associated risks have been described in sufficient detail in this report. It is the QP's opinion that any significant risks and uncertainties are addressed appropriately in the identification and compilation of Mineral Resources within BHP's property portfolio. Conclusions are summarised as follows:

- Exploration drilling, sampling and QAQC of sample data follow standard industry practice, with extensive data validations at each step of the data collection process.
- Geological models are generated and peer reviewed extensively, with models verified by senior field and modelling geologists.

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- Resource estimates follow a rigorous process, with an ultimate extensive review by the QP. Classification documentation is provided to describe all factors contributing to the confidence in a resource estimate and the level of uncertainty present.

Regular audits have upheld the quality of work performed in defining WAIO's Mineral Resources and Mineral Reserves. Some minor recommendations are made to improve these works and address uncertainties as follows:

- Refinement of domain practices to fit geology, geometallurgy and grade continuity purposes.
- Consideration of conditional simulation to identify areas of uncertainty and support resource classification.

The Mineral Reserves are classified in accordance with definitions set-out in S-K 1300 and were converted from Measured and Indicated Mineral Resources after application of modifying factors. No Mineral Reserves are derived from the Inferred Mineral Resources. Based on the high confidence in the modifying factors and the information presented in this report, the QPs are of opinion that the Mineral Reserves estimate is supported by adequate technical data and assumptions.

Conclusions are summarised below:

- Historical demonstrated performance and robust reconciliation underpin the high confidence technical modifying factors for Mineral Reserves.
- The mining method, assumptions and application of modifying factors are aligned to the industry standard and appropriate for estimation and classification of Mineral Reserves.
- Any significant risks or uncertainties are addressed appropriately in estimation of the Mineral Reserves.

For continuous improvement, the following recommendations should be implemented for future work:

- Continue to review and update the Mineral Reserve estimate at least on a yearly basis or when new information becomes available that may materially impact the modifying factors.
- Continuous review of the technical modifying factors considering emerging technology, carbon emission control and technical studies outcomes.
- Periodical independent review of Mineral Reserves estimation methodology and implementation of any identified recommendations from the review outcomes.

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2 Introduction

2.1 Registrant for Whom the Technical Report Summary was Prepared

This Technical Report Summary was prepared for BHP Group Limited (BHP) (the registrant) to support its disclosure of Mineral Resources and Mineral Reserves on its production stage Western Australia Iron Ore (WAIO) property, located in the Pilbara region of the State of Western Australia (WA), Australia.

WAIO comprises four main joint ventures (JV), namely Mount Newman, Jimblebar, Yandi and Mount Goldsworthy. BHP's economic interest in each of these JVs is 85%, with Mitsui (Mitsui Iron Ore Corporation Pty Limited) and ITOCHU (Itochu Minerals and Energy of Australia Pty Limited) owning the remaining 15%. The JVs are unincorporated, except Jimblebar. In addition to these JVs, WAIO has a registered sublease in favour of a POSMAC JV (of which BHP and its JV partners along with a subsidiary of POSCO are participants). BHP's economic interest in the POSMAC JV is 65%.

WAIO is an integrated system of five open-cut mining hubs and four processing hubs as listed in Table 2-1. Location of the mining hubs and the main deposits within each hub are shown in Figure 3-2 (Section 3.1).

Table 2-1: List of WAIO JVs, Mining and Processing Hubs

Joint Venture	Processing Hub	Mining Hub	Main Mineral Deposits
Mount Newman	Newman Operations	Newman	Mount Whaleback, Eastern Ridge, Shovelanna
Jimblebar			Western Ridge
	Jimblebar	Jimblebar	South Jimblebar, Wheelarra, Hashimoto
Yandi	Yandi	Yandi	Yandi (end-of-life ramp down started in July 2021)
Mount Goldsworthy (POSMAC JV holds a sublease over the Mining Area C mine)	Mining Area C	Mining Area C	North Flank, Packsaddle
		South Flank	South Flank (new mine, first production started in May 2021)

2.2 Terms of Reference and Purpose of the Report

This Technical Report Summary was prepared in accordance with the Securities and Exchange Commission (SEC) Regulation S-K (Title 17, Part 229, Items 601 and 1300 until 1305) for the purpose of reporting WAIO's iron ore Mineral Resources and Mineral Reserves for the fiscal year ending on 30 June 2022. This report does not include any exploration results that are not part of WAIO's Mineral Resources or Mineral Reserves.

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WAIO is a large, long-life asset and has been producing direct shipping iron ore for export purposes since the late 1960's. Based on an indicative life of asset plan which considers current Mineral Reserves as well as Mineral Resources yet to be converted to Mineral Reserves, WAIO is likely to continue production beyond 2050's. Keeping such a long asset life in view, Mineral Reserves and associated cost assumptions stated in this report were estimated at the level of a Pre-Feasibility Study.

Until the financial year ended 30 June 2021, BHP was reporting Ore (Mineral) Reserves for WAIO to the SEC under the Industry Guide 7 for inclusion in its Annual Report Form 20-F. This Technical Report Summary is submitted herewith to comply with Regulation S-K 1300, which came into effect on 1 January 2021.

The effective date of this Technical Report Summary is 30 June 2022.

2.3 Sources of Information

The information used in this report is obtained from sources available to WAIO and the broader BHP. Over the past 50 years of continuous iron ore mining operations in the Pilbara, WAIO has developed its systems, processes and standards for all aspects of mining internally, keeping pace with changing technologies for data collection, analysis, interpretation, geology / resource modelling and Mineral Resource / Mineral Reserve determination.

All exploration information and data collection, geological interpretations and resource modelling supporting the estimation of Mineral Resources and Mineral Reserves contained in the report was undertaken internally by WAIO.

Although several specialised teams and subject matter experts within WAIO and BHP have supplied information for the preparation of this report, relating to tenure / mineral rights, legal, mineral processing, marketing, environmental permitting and finance, the QP's have reviewed the information and provided their opinion, where required, on the adequacy or reasonableness of such information.

The QP's have relied upon certain information related to legal, environmental, governmental, marketing and social engagements which were provided by BHP (details in Section 25).

2.4 Qualified Persons (QP's) and Details of Personal Inspection

2.4.1 Details of Qualified Persons

BHP has relied on the QP's listed in Table 2-2 to estimate Mineral Resources and Mineral Reserves for this disclosure as well as prepare the supporting Technical Summary Report. All of them are full-time employees of BHP WAIO. The responsibility of each qualified person in preparation of this report is provided in Table 2-3.

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Table 2-2: List of Qualified Persons

Name of Qualified Person	Relation to registrant and their Role	Qualification	Professional Organisation and Membership	No of years of Relevant Experience	Responsible for the disclosure of
Ellen Maidens	Full-time employee / Geologist Strategic Modelling	Geology (New Zealand) and Grad Cert Geostatistics (Australia)	AIG Member (#4942)	5 years in iron out of a total of 27 years in mineral industry	Mineral Resources
Craig Allison	Full-time employee / Geologist Strategic Modelling	B. Applied Science Geology (Hons) (Australia)	AusIMM / Member (#112427)	12 years in iron ore out of a total of 29 years in mineral industry	Mineral Resources
Shane Whittaker	Full-time employee / Geologist Strategic Modelling	B.App.Sc – Geology (Hons) Grad Certificate Geostatistics (Australia)	AusIMM / Member (#110102)	18 years in iron ore out of a total of 29 years in mineral industry	Mineral Resources
Ashley Grant	Full-time employee / Superintendent Geophysics and Geochemistry	B.Sc. Hons (Geology and Geophysics) and M. Phil (Geophysics) (Australia)	AusIMM / Member (# 3054201)	14 years in iron ore out of total 28 years in mineral industry	Sections on Sampling and Analysis and Data Verification
Ricardo Fuentes	Full-time employee / Superintendent Mine Planning	B.Sc. Civil Engineering (Colombia) MSc Mineral Economics (Australia)	AusIMM / Member (#3112511)	14 years in iron ore out of total 21 years in mineral industry	Mineral Reserves – Newman Operations and Jimblebar Hub
Anastasia Balueva	Full-time employee / Superintendent Mine Planning	Degree Mining Engineering (Russia)	AusIMM / Member (#3049794)	10 years in iron ore out of total 17 years in mineral industry	Mineral Reserves – Mining Area C Hub including South Flank

Table 2-3: Details of Sections each Qualified Person is Responsible for

Qualified Person	List of Sections in the Technical Report Summary responsible for
Ellen Maidens	Sections 6, 7 and 11 in full and Sections 1-5, 10, 14, 17, 20-25 jointly with Mineral Reserve QPs, Section 9 jointly with Ashley Grant
Craig Allison	Sections 6, 7 and 11 in full and Sections 1-5, 10, 14, 17, 20-25 jointly with Mineral Reserve QPs, Section 9 jointly with Ashley Grant
Shane Whittaker	Sections 6, 7 and 11 in full and Sections 1-5, 10, 14, 17, 20-25 jointly with Mineral Reserve QPs, Section 9 jointly with Ashley Grant
Ashley Grant	Sections 8 in full and Section 9 jointly with Mineral Resources QPs
Anastasia Balueva	Sections 12, 13, 15, 16, 18 and 19 in full and Sections 1-5, 10, 14, 17, 20-25 jointly with Mineral Resource QPs
Ricardo Fuentes	Sections 12, 13, 15, 16, 18 and 19 in full and Sections 1-5, 10, 14, 17, 20-25 jointly with Mineral Resource QPs

2.4.2 Details of Personal Inspections

The QP's are full-time employees of BHP. Mineral Resource QPs have visited the sites during the current year. Mineral Reserve QPs have visited and inspected the sites under their responsibility once every three to four months during FY2025.

2.5 Report Version and Updates

This is the first Technical Report Summary filed for the property and as such is not an update of a previous Technical Report Summary filed pursuant to SEC Regulation S-K (Title 17, Part 229, Items 601 and 1300 until 1305). As already stated under Section 2.2 this report was prepared to report Mineral Resources and Mineral Reserves.

This version reflects certain restatements solely for the purpose of updating certain biographical and related information concerning the qualified persons identified in this report. No other information has been modified from the version of this report most recently filed with the SEC.

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3 Property Description

3.1 Location of the Property

The WAIO property is an integrated system of five open-pit mining hubs and four processing hubs along with railways and port facilities, which spread over a geographical area 350km north-south and 250km east-west between the towns of Port Hedland and Newman in the Pilbara region of the State of Western Australia, Australia (Figure 3-1). Newman (Latitude: 23°21'15" S, Longitude: 119°43'55" E) and Port Hedland (Latitude: 20°18'45" S, Longitude: 118°34'50" E) are accessible by road via public highways and by air via commercial flights. Newman, established initially as a mining town in the 1960's to service the Mount Whaleback mine, has grown since then and is currently the largest town in the Shire of East Pilbara. Newman and Port Hedland are located, respectively, at distances of approximately 1,000km north and 1,300km north of Perth, the capital city of WA.

The central point location of the individual mining hubs is provided below.

- Newman: Latitude: 23°21'40" South, Longitude: 119°40'15" East
- Jimblebar: Latitude: 23°22'40" South, Longitude: 120°07'45" East
- Mining Area C: Latitude: 22°55'30" South, Longitude: 118°58'55" East
- South Flank: Latitude: 22°59'35" South, Longitude: 118°59'45" East
- Yandi: Latitude: 22°43'15" South, Longitude: 119°05'15" East

The WAIO operational areas are divided into six tenure regions as shown in Figure 3-1. Newman and Jimblebar mining hubs fall within the Eastern Pilbara region, Mining Area C and South Flank fall within the Central Pilbara region and Yandi falls within the Yandi region. The main deposits in each of the mining hubs are shown in Figure 3-2.

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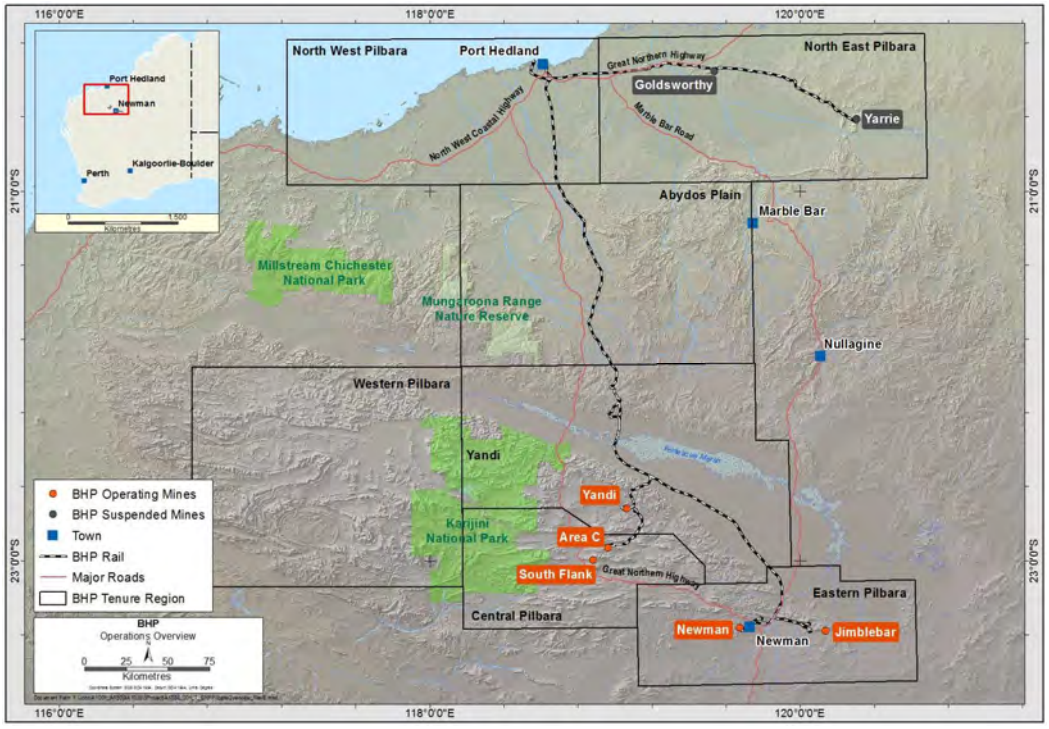


Figure 3-1: Location Map of the Property

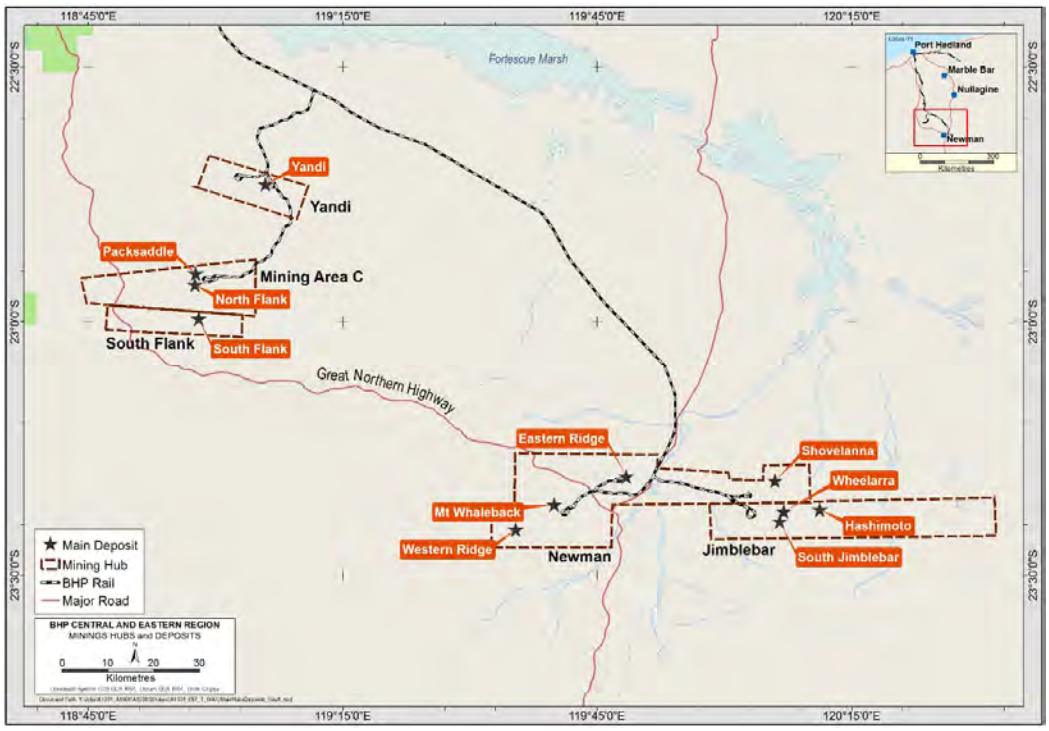


Figure 3-2: Main Deposits within the Mining Hubs

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3.2 Area of the Property

As of 30 June 2022, the total area with mineral rights held by WAIO is approximately 4,523km^2 in 54 mineral titles. Of this 2,678km^2 is held in 8 mineral titles pursuant to 5 SA Acts of the State of Western Australia (WA) and the remaining area (1,845km^2) is held in 46 mineral titles regulated by the Mining Act, 1978 (WA) (Mining Act). All mining and mineral leases are granted with legal area in hectares, whereas some exploration licences are granted with legal area in square kilometers and others in graticular blocks (1 minute of latitude by 1 minute of longitude). Therefore, total areas stated above are an approximate calculation of individual titles in square kilometers.

3.3 Mineral Title, Claim, Mineral Right, Lease, or Option Disclosure

As stated in the section above, BHP and its JV partners hold 54 mineral titles – 8 pursuant to the SA Acts and 46 pursuant to the Mining Act. These titles provide BHP and its JV partners, as the registered owners, the right to hold and operate the property.

The number of each title and other required details are provided in Section 3.3.1 and 3.3.2.

In addition to land held for mineral rights, BHP and its joint venture partners also hold several parcels of land for various infrastructure developments in connection with the WAIO mining operation. These are described in Section 3.3.3.

3.3.1 Mineral titles held under State Agreement Acts

WAIO holds eight leases and operates under five SA Acts with respect to its operations. Between 1964 and 1991, these SA Acts were enacted by the Parliament of Western Australia to set out terms and conditions specifically for the long term and orderly development of iron ore in the eight mineral titles held by BHP and its JV partners in the Pilbara. The SA Acts and associated mineral titles (granted in the form of mining leases or mineral leases) are listed below.

1. Iron Ore (Mount Newman) Agreement Act 1964 (WA) - ML244SA held by the Mount Newman Joint Venture
2. Iron Ore (Mount Goldsworthy) Agreement Act 1964 (WA) - ML235SA and ML249SA held by the Mount Goldsworthy (Northern Areas) Joint Venture and ML281SA held by the Mount Goldsworthy (Area C) Joint Venture
3. Iron Ore (Goldsworthy-Nimingarra) Agreement Act 1972 (WA) - M263SA and ML251SA held by the Mount Goldsworthy (Northern Areas) Joint Venture
4. Iron Ore (McCamey's Monster) Agreement Authorisation Act 1972 (WA) - M266SA held by BHP Iron Ore (Jimblebar) Pty Ltd
5. Iron Ore (Marillana Creek) Agreement Act 1991 (WA) - M270SA held by the Yandi Joint Venture

Title number, name of registered holder(s) along with their interest, expiry date, legal area and associated annual payments (rent and rate) of each of these eight leases are provided

in Table 3-1 and maps showing their location are provided in Figure 3-3, Figure 3-4 and Figure 3-5 in Section 3.3.4.

Table 3-1: Details of leases held under State Agreement Acts

Lease Number	Registered Tenement Holders[(1)] / interest	Start date	Expiry date[(2)]	Legal area (ha)	Annual Rent and Rate[4]
ML235SA	BHP (85/100), Itochu (8/100), Mitsui (7/100)	5/08/1965	4/08/2028	4,142	$4,818
ML244SA	BHP (85/100), Mitsui-Itochu (10/100), Itochu (5/100)	7/04/1967	6/04/2030	78,934	$116,342
ML251SA	BHP (85/100), Itochu (8/100), Mitsui (7/100)	22/09/1972	21/09/2035	1,300	$7,433
ML249SA	BHP (85/100), Itochu (8/100), Mitsui (7/100)	8/05/1974	4/08/2028	30,647	$36,618
M266SA	BHP (100/100)[3]	11/10/1988	10/10/2030	51,756	$123,468
M263SA	BHP (85/100), Itochu (8/100), Mitsui (7/100)	22/01/1989	21/09/2035	14,323	$325,346
M270SA	BHP (85/100), Itochu (8/100), Mitsui (7/100)	4/09/1991	3/09/2033	30,344	$1,571,645
ML281SA	BHP (85/100), Itochu (8/100), Mitsui (7/100)	26/04/2002	4/08/2028	56,335	$157,882

Notes –

(1) Full legal entity names of the registered tenement holders are: (i) BHP: BHP Minerals Pty Ltd, (ii) Mitsui-Itochu: Mitsui-Itochu Iron Pty Ltd, (iii) Itochu: Itochu Minerals & Energy of Australia Pty Ltd and (iv) Mitsui: Mitsui Iron Ore Corporation Pty Ltd.

(2) All SA Act leases, except M270SA, have right to successive renewals of 21 years each. M270SA has right to only two renewals, each for 21 years ultimately expiring in 2054. The lease will then revert to Mining Act and BHP will need to engage with the State Government before the expiry to renegotiate the terms of the SA Act. The QPs have assumed that WAIO will continue to have mineral rights in M270SA after 2054.

(3) BHP Iron Ore (Jimblebar) Pty Ltd (BHPIOJ), a subsidiary of BHP Minerals Pty Ltd (BHPM), is the sole registered holder of M266SA. In 2013, BHPM entered into an incorporated Joint Venture (Jimblebar IJV) with Itochu and Mitsui in respect of the Jimblebar mining hub, owned by BHPIOJ. The Jimblebar IJV is structured so that BHPM, Itochu and Mitsui hold A Class Shares in BHPIOJ, which confer an 85:8:7 economic interest, respectively in the "Jimblebar Assets", being certain assets of BHPIOJ including the Jimblebar mine. BHPIOJ also owns other assets, called "Excluded Assets", in which BHPM alone holds a 100% economic interest through B Class Shares in BHPIOJ. In 2021, one of these Excluded Assets, namely Western Ridge, was also transferred from BHP Class Shares to A Class Shares.

(4) Statutory Rents and Rates are paid annually to the State Government and the Local Government/Shire respectively. These have been paid for the year ending 30 June 2022.

3.3.2 Mineral titles with mineral rights held under the Mining Act 1978

As of 30 June 2022, BHP and its joint venture partners held a total of 46 mineral titles granted pursuant to the Mining Act, 1978 (WA). Of these, 18 are mining leases (M leases) with mining rights and 28 are exploration / prospecting licences (E/P licences) with exploration rights. The Mining Act allows the holder to apply to the State Government for the conversion of an E/P licence to one or more M Lease(s) with a mining proposal supported by mineralisation. Accordingly, BHP has made 102 Mining Lease applications to convert some of the granted E licences, which are all pending with the State Government.

Of these 46 titles, BHP and its JV partners are the registered holders for 31 and BHP is the sole registered holder for the remaining 15.

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Title number, name of registered holder(s) along with their interest, expiry date, legal area, associated annual payments (applicable rent and rate) and minimum annual expenditure of each of these titles are provided in Table 3-2 and maps showing their location are provided in Figure 3-3, Figure 3-4 and Figure 3-5 (see Section 3.3.4).

Table 3-2: List of leases/licences with mineral rights held under the Mining Act 1978

Tenement Number	Registered Tenement holders[1] / interest	Start date	Expiry date[2]	Legal area	Unit of measure	Annual Rent and Rate[3]	Minimum Annual Expenditure
E47/13-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	4/10/1982	3/10/2022	128.50	km2	$33,414	$100,000
E47/14-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	4/10/1982	3/10/2022	129.50	km2	$29,603	$100,000
E47/15-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	4/10/1982	3/10/2022	129.50	km2	$35,473	$100,000
E47/16-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	4/10/1982	3/10/2022	75.15	km2	$19,121	$100,000
E47/17-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	4/10/1982	3/10/2022	56.98	km2	$15,559	$100,000
E52/21-I	BHP (100/100)	20/08/1984	19/08/2022	22.20	km2	$5,685	$100,000
E52/23-I	BHP (100/100)	20/08/1984	19/08/2022	30.00	km2	$6,658	$100,000
E45/1072-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	29/05/1991	28/05/2023	137.22	km2	$32,985	$100,000
E45/1073-I	BHP (100/100)	26/09/1991	25/09/2022	131.60	km2	$36,033	$100,000
E45/1074-I	BHP (100/100)	26/09/1991	25/09/2022	132.70	km2	$36,305	$100,000
E47/628-I	BHP (100/100)	4/05/1993	3/05/2023	6	BLOCK	$4,777	$70,000
M45/558	BHP (85/100), Itochu (8/100), Mitsui (7/100)	24/06/1993	23/06/2035	193.20	ha	$9,789	$19,400
M45/573	BHP (85/100), Itochu (8/100), Mitsui (7/100)	24/06/1993	23/06/2035	74.46	ha	$3,839	$10,000
M45/592	BHP (85/100), Itochu (8/100), Mitsui (7/100)	20/09/1993	19/09/2035	35.00	ha	$1,838	$10,000
M45/594	BHP (85/100), Itochu (8/100), Mitsui (7/100)	20/09/1993	19/09/2035	53.49	ha	$2,788	$10,000
E47/1222-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	11/06/2003	10/06/2023	70	BLOCK	$56,457	$210,000
E47/1239-I	BHP (100/100)	17/02/2004	16/02/2023	11	BLOCK	$8,710	$70,000
M45/1015-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	14/06/2005	13/06/2026	660.00	ha	$33,093	$66,000
M45/1016-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	14/06/2005	13/06/2026	976.80	ha	$48,945	$97,700
M45/1017-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	14/06/2005	13/06/2026	724.00	ha	$36,293	$72,400
M45/1018-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	14/06/2005	13/06/2026	102.55	ha	$5,239	$10,300
M45/1019-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	14/06/2005	13/06/2026	535.65	ha	$26,892	$53,600
E52/1776-I	BHP (100/100)	7/10/2005	6/10/2022	8	BLOCK	$6,196	$70,000
E47/1429-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	29/01/2007	28/01/2023	70	BLOCK	$56,509	$210,000
E47/1540-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	21/04/2007	20/04/2023	38	BLOCK	$29,435	$114,000
E47/1870-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	20/11/2009	19/11/2023	1	BLOCK	$1,669	$20,000
E52/2591-I	BHP (100/100)	14/03/2011	13/03/2023	3	BLOCK	$2,746	$50,000
P47/1611-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	21/12/2011	20/12/2023	56.17	ha	$903	$2,280
E52/2009-I	BHP (85/100), Mitsui-Itochu (10/100), Itochu (5/100)	27/05/2013	26/05/2023	8	BLOCK	$5,701	$70,000
E47/1587-I	BHP (100/100)	1/05/2014	30/04/2023	35	BLOCK	$27,111	$105,000
M47/683-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	6/06/2014	5/06/2035	945.69	ha	$55,861	$94,600
M47/684-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	6/06/2014	5/06/2035	886.33	ha	$52,383	$88,700
M47/685-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	6/06/2014	5/06/2035	990.08	ha	$58,514	$99,100
M47/686-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	6/06/2014	5/06/2035	630.23	ha	$37,290	$63,100
M47/687-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	6/06/2014	5/06/2035	821.67	ha	$48,551	$82,200
M47/688-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	6/06/2014	5/06/2035	703.11	ha	$41,594	$70,400
M47/689-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	6/06/2014	5/06/2035	139.38	ha	$8,342	$14,000
M47/690-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	6/06/2014	5/06/2035	40.20	ha	$2,505	$10,000
M47/691-I	BHP (85/100), Itochu (8/100), Mitsui (7/100)	6/06/2014	5/06/2035	287.64	ha	$17,068	$28,800
E47/3238-I	BHP (100/100)	16/11/2015	15/11/2025	32	BLOCK	$26,367	$108,000
E47/3275-I	BHP (100/100)	17/12/2015	16/12/2025	6	BLOCK	$3,411	$50,000
E52/3360-I	BHP (100/100)	22/04/2016	21/04/2026	1	BLOCK	$1,121	$15,000
E52/3361-I	BHP (100/100)	22/04/2016	21/04/2026	5	BLOCK	$2,505	$30,000
E52/3448-I	BHP (100/100)	20/12/2016	19/12/2026	4	BLOCK	$2,147	$30,000
E52/3456-I	BHP (100/100)	24/01/2017	23/01/2027	6	BLOCK	$2,863	$50,000
E47/4245	BHP (85/100), Itochu (8/100), Mitsui (7/100)	15/12/2020	14/12/2025	1	BLOCK	$639	$10,000

Notes –

(1) Full legal entity names for the registered tenement holders are: (i) BHP: BHP Minerals Pty Ltd, (ii) Itochu: Itochu Minerals and Energy of Australia Pty Ltd and (iii) Mitsui: Mitsui Iron Ore Corporation Pty Ltd.

(2) All M leases have one right of renewal for 21 years each, but subsequent renewals are subject to Ministerial discretion. The E/P licences can be renewed for one year at a time at the discretion of the State Government. The QP's have assumed WAIO will lodge the renewal applications to the State Government as per the timeframe specified under the Mining Act. The State Government has renewed the term in all cases of renewal applications by WAIO in the past.

(3) Statutory Rents and Rates are paid annually to the State Government and the Local Government/Shire respectively. These have been paid for the year ending 30 June 2022.

3.3.3 Licences held under the Mining Act 1978 for infrastructure purposes

In addition to land held for mineral rights as detailed in Sections 3.3.2 and 3.3.3, BHP and its joint venture partners also hold a large number of Miscellaneous Licences and General Purpose Leases pursuant to the applicable SA Act for other mining related purposes. The Miscellaneous Licences are mainly granted for various infrastructure purposes for continued mining operations under the SA Acts (e.g., power lines, groundwater monitoring, aerodromes and access roads), whereas the General Purpose Leases are granted for uses such as accommodation, plant sites, stock piles and overburden storage. These tenure types are granted for purposes in connection with the iron ore mining operations and ore extraction pursuant to the applicable SA Acts.

3.3.4 Maps showing Location of Various Mineral Titles

The maps showing location of mineral titles held under the SA Acts and the Mining Act in each region are provided Figure 3-3, Figure 3-4 and Figure 3-5 below.

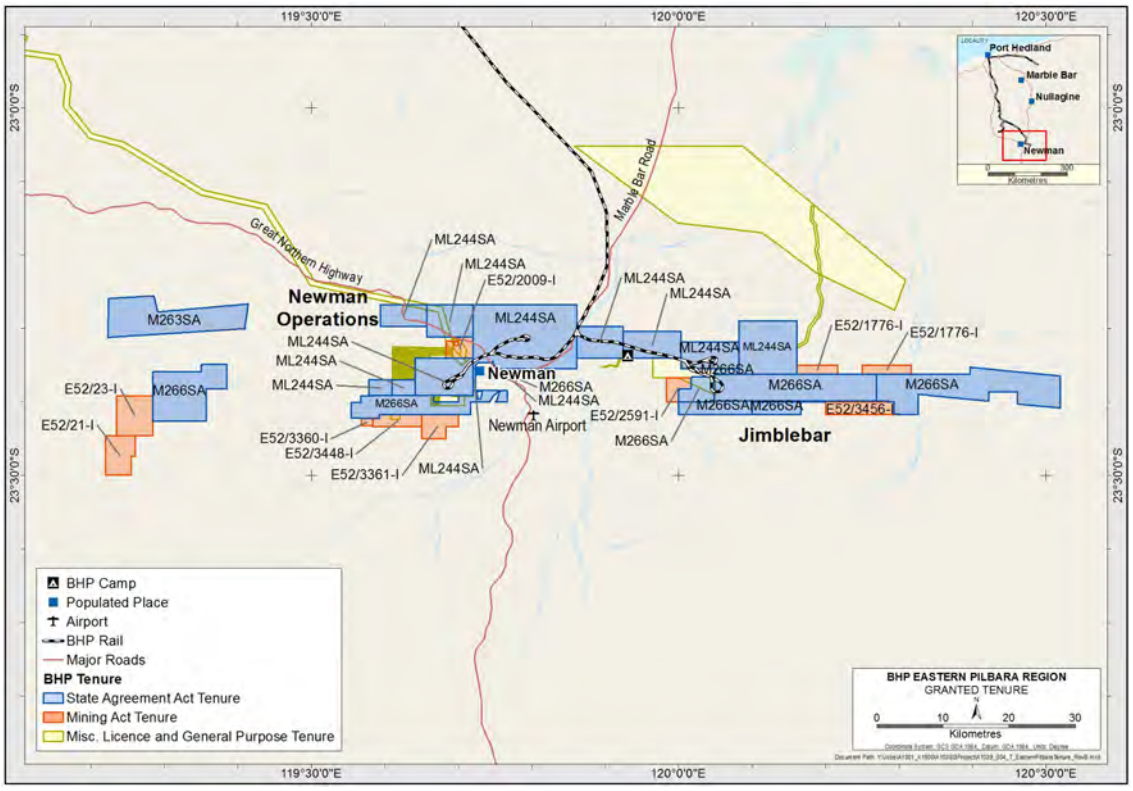


Figure 3-3: Location Map of leases held in Eastern Pilbara Region

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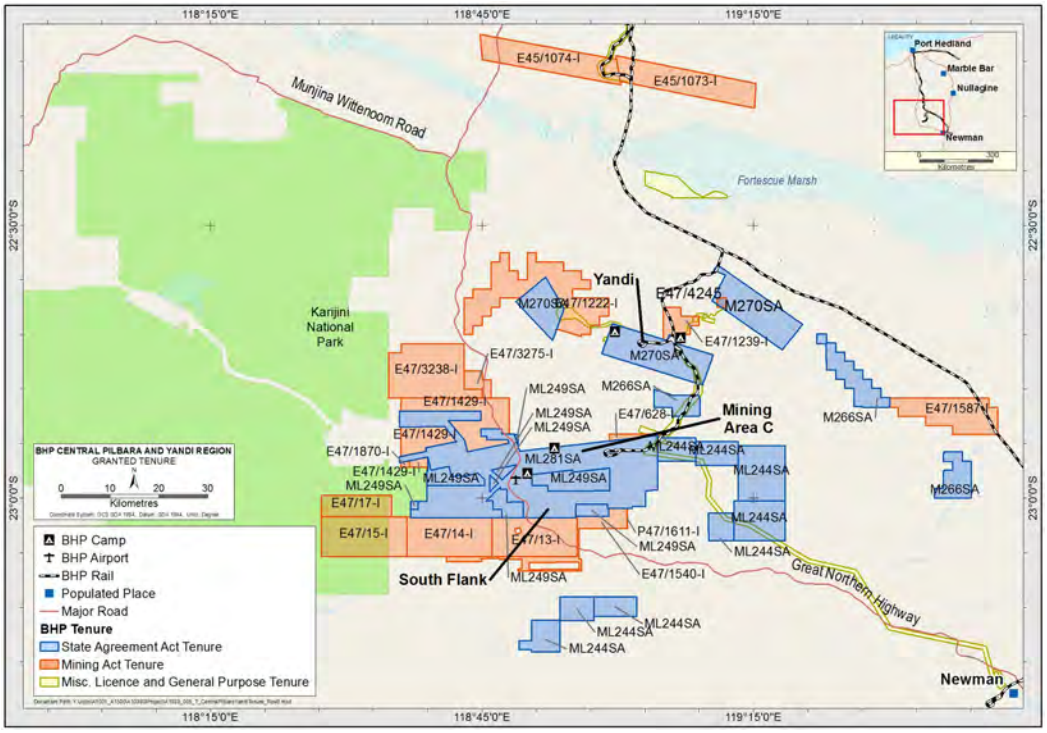


Figure 3-4: Location Map of leases held in Central Pilbara and Yandi Regions

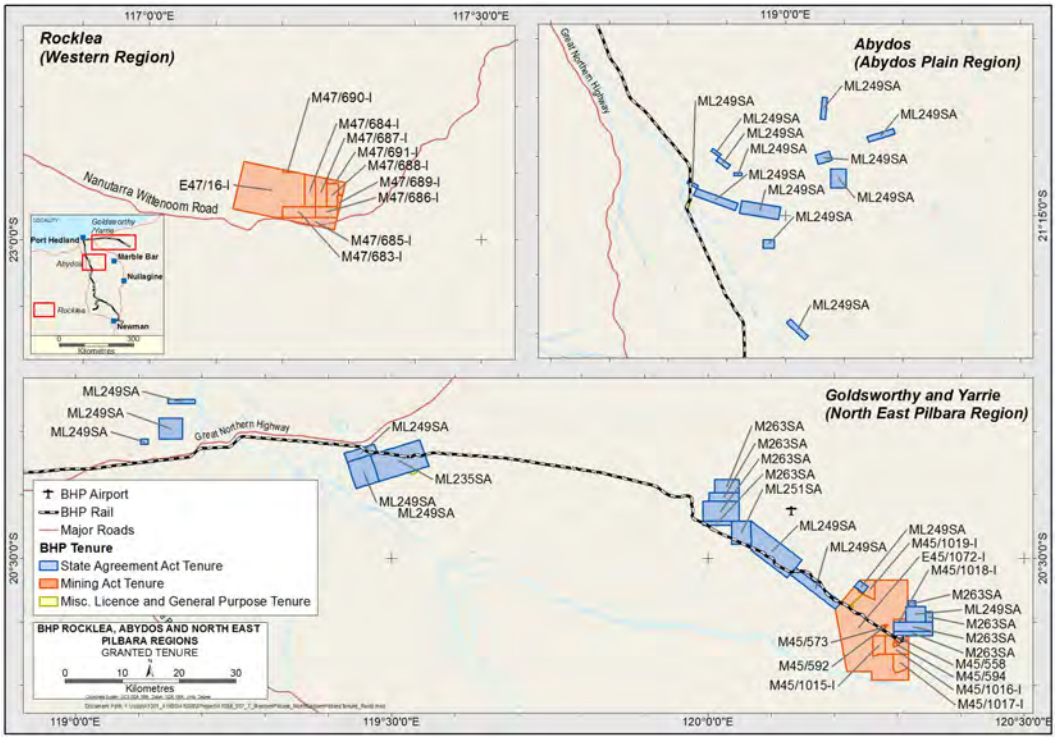


Figure 3-5: Location Map of leases held in Western and North East Pilbara Regions

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3.4 Description of Mineral Rights and How They Were Obtained

3.4.1 Mineral Rights for the leases held under the State Agreement Acts

As mentioned earlier, five SA Acts were enacted by the Parliament of Western Australia between 1964 and 1991 to set out terms and conditions specifically for the long term and orderly development of iron ore in eight leases held by BHP and its JV partners in the Pilbara.

There are well-defined processes for exercising mineral rights and operating within the leases that comprise each of the SA Acts. These processes include the requirement for approval of an initial Proposal before mining, processing and transport of iron ore can commence. Likewise, any significant modification, expansion or variation in such activities requires approval by way of an Additional Proposal.

Proposals approved under the SA Acts are a binding commitment between the State and the relevant lease holders and provide long-term security to the tenure and thereby the rights to mine. The approvals are granted by the Government Minister responsible for SA Acts and will remain current whilst operations are actively conducted. The SA Acts, which are ratified by the relevant Act, provide security for the renewal of tenure for the life of the operations. The only exception to this is M270SA, under the Iron Ore (Marillana Creek) Agreement Act 1991, which has the right to only two renewals, each for 21 years, ultimately expiring in 2054. The lease will then revert to the Mining Act and BHP will need to engage with the State Government before the expiry to renegotiate the terms of the SA Act. For the purpose of this report, the QPs have assumed that WAIO would renegotiate and continue to have mineral rights in M270SA after 2054.

In addition to approvals under the relevant SA Act, WAIO requires a range of approvals under Western Australian and Commonwealth environmental and other legislation to enable the ongoing operation and further development of its mineral rights (for details see Section 17). The QPs have assumed that WAIO would obtain these approvals aligned with the business development strategy in a timely manner.

Mineral rights for the SA Act leases were obtained initially as Temporary Reserves (TR's) through application under the Mining Act 1904 (WA) (Repealed) to the State Government dating back to the 1960's, long before the enactment of the Mining Act, 1978 (WA). BHP was first in time to apply for the TR's and was granted these tenements following lifting of an export embargo on iron ore by the Australian Federal Government in late 1960, and the decision of the Western Australian Government in early 1961 to grant iron ore tenements (in the form of TRs).

The area that can be held pursuant to each SA Act Mineral / Mining Lease is limited to 777km^2, with the ability to increase the size to 1,000km^2 subject to consent of the Government of Western Australia. This gives BHP the ability to apply for inclusion of exploration and

mining tenements previously held under the Mining Act into SA Act leases (subject to the area limit) providing long-term tenure security and right to mine.

WAIO has a large Mineral Reserve and Mineral Resource (exclusive of Mineral Reserves) base as at 30 June 2022 as detailed in Section 12.2.5 and 11.2.5. All Mineral Reserves and 86% of Mineral Resources are located on these eight leases held pursuant to the SA Acts (and the remaining 14% are located on the 46 tenements held pursuant to the Mining Act). Based on an indicative life of asset plan which considers current Mineral Reserves as well as Mineral Resources yet to be converted to Mineral Reserves, WAIO is likely to continue production beyond 2050's.

3.4.2 Mineral Rights for the leases / licences held under the Mining Act 1978

As stated in Section 3.3.2, as at 30 June 2022 BHP and its JV partners held 46 tenements granted pursuant to the Mining Act – 18 M leases, 27 E licences and 1 P licence. In WA, exploration / prospecting licences (i.e E/P licences) and mining leases (i.e M leases) are applied for and granted to the applicant(s) under the process set out in the *Mining Act 1978 (WA)* and *Mining Regulations 1981*. Under provisions of these, the tenement holder is required to meet terms and conditions of the grant including payment of applicable rents and rates as well as annual minimum expenditure and exploration reporting.

The exploration licences entitle the holder to explore for minerals for a period of five years initially, which can be renewed for one year at a time at the discretion of the State Government. If sufficient mineralisation is found on an exploration licence, the holder has the right to apply to the State for grant of its conversion to a mining lease under the Mining Act 1978 (WA).

The mining leases are granted for an initial period of 21 years and entitle the holder to work and mine the land, take and remove minerals, and do all of the things necessary to effectively carry out mining operations in, on or under the land, subject to the conditions of title. The mining leases have one right of renewal for 21 years but subsequent renewals are subject to Ministerial discretion.

Retention of these licences / leases under the Mining Act 1978 (WA) is subject to payment of annual rents/rates, lodgment of prescribed annual exploration reports detailing work completed over the 12-month anniversary period and meeting prescribed annual minimum expenditure commitments (unless granted exemption from all or part of the commitment). WAIO has met these requirements for the year ended on 30 June 2022.

In BHP's case it also has the right to make application to roll in the ground covered by an exploration licence, mining lease or any mining tenement under the Mining Act, to one of the 8 leases held under BHP's SA Acts for long-term tenure security. Roll-ins are subject to Ministerial approval and there are limits on the land area which can be held under each SA

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Act. Mining leases must be held by BHP pursuant to SA Acts prior to approval of a Proposal for commencement of any iron ore mining development and ore extraction.

Out of 46 exploration licences and mining leases currently held by WAIO (Table 3-2 in Section 3.3.2), 21 were a result of conversion of land initially held as Temporary Reserves granted to BHP and its joint ventures under the Mining Act 1904 (WA)(Repealed). The introduction of the Mining Act, 1978 provided for the holders of Temporary Reserves to apply to transition to new tenure granted under the Mining Act, 1978. The remaining 25 tenements, mostly E licences with start dates after 2000, were obtained either through application over vacant land or outright purchase from previous tenement holders.

As at 30 June 2022, only 14% of WAIO's total Mineral Resources (exclusive of Mineral Reserves) were situated on all 46 mineral titles held pursuant to the Mining Act. Although exploration activities are continuing on these tenements, these resources are scheduled towards the back end of the life of asset plan. BHP intends to include eligible tenements into leases held under the SA Acts for long-term tenure security and prior to approval for undertaking any iron ore mining operations and ore extraction. As such in the QPs' opinion this small amount of Mineral Resource located in tenure held under the Mining Act does not pose any material risk to WAIO's life of asset plan.

3.5 Significant Encumbrances

The QPs are not aware of any significant encumbrances to the property, including current and future permitting requirements and associated timelines or permit conditions.

3.6 Other Significant Factors and Risks

In order to extract the entire Mineral Reserves and Mineral Resources on the BHP leases BHP will be required to renew or obtain new or additional permits and approvals for certain extraction activities that will occur in future. While there is no guarantee that those approvals will be obtained, or that they will be obtained on commercially acceptable terms, based on past practice, the QPs have assumed for the purpose of this report that all material approvals will be sought and obtained in a timely manner as part of the normal course of business. However, if there are any significant unforeseen delays in obtaining these approvals, this could potentially impact the production schedule and therefore the cash flow presented with associated costs contained in this report could change.

The QPs have also assumed that BHP will renew material leases, permits and licenses as required from time to time.

Pursuant to the new *Aboriginal Cultural Heritage Act 2021 (WA),* BHP cannot rely solely on the consents to BHP's operations, provided under the existing comprehensive and project agreements, as authorising impacts on aboriginal cultural heritage. The Act will require on-going consultations between BHP and the traditional owners as new information on heritage

becomes available through ethnological and archaeological surveys. BHP's relationships with the traditional owner groups established and maintained through the existing agreements should facilitate these on-going consultations, however there is no guarantee that all land with mineral rights will be accessible for mining and extraction of ore and there is no way to quantify in advance how much ore will be inaccessible. Based on BHP's existing relationships with the traditional owner groups and recent experience in dealing with similar situations, in the QP's opinion WAIO should be in a position to make changes to the mine plans to mitigate any impacts.

Many of WAIO's current and future mining areas involve mining below water table (BWT) in order to fully realise the reserves/resources. This requires the water table to be lowered prior to mining through a dewatering process which generates a volume of surplus water which needs to be disposed of. If any environmental constraints related to future dewatering operations are identified, this may lead to restrictive licence conditions and impact the ability to conduct below water table mining.

3.7 Royalty or Similar Interest held by Registrant

In addition to being the majority owner of the property, BHP holds one royalty stream which entitles BHP to earn royalty income in relation to ore produced only from Mining Area C and South Flank. This royalty stream contributed 0.1% of FOB revenue in FY2022.

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4 Accessibility, Climate, Local Resources, Infrastructure, and Physiography

4.1 Topography, Elevation, and Vegetation

WAIO's mining operations are all located in the eastern Hamersley Ranges of the Pilbara region of WA. This area is marked mostly by gentle undulating topography with several narrow ranges and isolated hills representing the resistant units of the banded iron formations. The elevation above ground level averages around 300m for most areas. The general ground level varies between 550m and 650m above sea level, whereas the highest points on the ranges and hills reach up to 850 to 900m above sea level.

Several networks of creeks and smaller tributaries traverse WAIO tenement areas and drain north-eastwards, ultimately joining the Fortescue River at different points. Most of these drainages are ephemeral and carry water only during short periods of heavy rainfall. A few of the creeks are also spring-fed and flow for relatively longer periods.

Arid grasses and shrubs are found widely throughout the Pilbara. Hummock grasslands are the most extensive vegetation type with some significant areas of tussock grassland, acacia woodland and open woodland. Smaller areas of chenopod shrub land and eucalypt woodland occur primarily on floodplains and along drainage lines.

4.2 Means of Access

The Great Northern Highway runs through the Newman town and parts of WAIO tenure and provides road access to the property from Perth and other regional towns, as shown in Figure 3-1. Newman town, located within 5km of the Newman mine, also has a commercial airport. Other mining hubs are accessible from the Great Northern Highway mainly through WAIO's own service roads, which were built over time as part of mine development work. In addition to road access and commercial flight access to Newman, WAIO has its own private airports at Mining Area C and Yandi and operates regular charter flights to transport fly-in fly-out mine personnel and supplies.

WAIO also has an existing network of railway lines for transporting iron ore from its processing hubs to its own port facilities located at Port Hedland (details in Section 15.1). The town of Port Hedland is accessible by road from Perth, via the Northwest Coastal Highway, and it also has a commercial airport.

4.3 Climate and Length of Operating Season

The Pilbara region is marked by an arid and tropical climate, with two very distinct seasons – summer (November to April) and winter (May to October). Temperatures range from below 5°C in winter to over 40°C in summer. During the summer months, maximum temperatures exceed 32°C almost every day and temperatures in excess of 45°C are not uncommon. Winter minimum temperatures in the Pilbara drop below 10°C on most days and occasionally to as low as 0°C, but with no impact on the operations.

The average annual rainfall range is between 200 and 350 millimeters. Almost all the rainfall occurs between December and May, usually as occasional heavy downpours associated with thunderstorms or tropical cyclones and mainly affecting the coastal areas of the Pilbara. The June to November period is usually dry, with warm to very hot and sunny conditions. However, water for mining operations and other activities is mostly extracted from ground water sources.

Various parts of the Pilbara are subject to tropical cyclones, mainly during the period of October to April. Depending on their intensity and location of impact, cyclones may lead, and in the past have at times led, to temporary closures of mining, railway and port operations. A total of seven days has been built into the annual production plan to account for such interruptions due to extreme weather conditions.

4.4 Availability of and Sources of Required Infrastructure

Reliable sources of water, electricity, personnel and supplies are already established by WAIO for its operations, as currently planned.

4.4.1 Sources of Water

The source of water for all WAIO mines, process plants and mine camps is ground water. Water supply is drawn from BHP-managed bore fields around mine sites established by WAIO under license for its operations and mine camps. For mines and plants, operational water supply comes primarily from dewatering borefields with separate supply borefields and infrastructure used for drinking water. Standalone water supply bores are used to support exploration and construction projects away from mines, including a network of supply bores along the rail network. Port Hedland operations are supplied with water under contract from the municipal provider, and this water is sourced from nearby coastal aquifers.

4.4.2 Sources of Electricity

WAIO owns and operates a natural gas fired power plant (Yarnima Power Station, in Newman town), with an installed generator capacity of 190 megawatts. The plant supplies the entire power requirement for all its mining and processing facilities as well as mine camps. WAIO mines and Newman township typically consume about 80 – 100 MW of power on average, with peak demand reaching 130 to 140 MW.

Power consumed for WAIO's port operations at Port Hedland is purchased via a power purchase agreement with Alinta Energy, a large energy supplier in Australia. WAIO's port operations typically consume about 37 MW on average, peaking at 70 MW.

4.4.3 Personnel

WAIO relies mainly on a fly-in-fly-out (FIFO) workforce sourced primarily from within WA (Perth and other regional towns) and to a lesser extent from other eastern states in Australia.

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The Newman town is capable of housing a small number of workers with most of those employed at the Newman Operations. All fly-in-fly-out personnel work on rosters. WAIO operates charters flights from Perth to ferry personnel to various mine sites. Personnel also use commercial flights to Newman and Port Hedland. While on mine site, personnel reside in the fully serviced FIFO camps.

4.4.4 Supplies

BHP encourages local buying where possible, however supplies from the Newman town are very limited. Most supplies are sourced from Perth or the eastern States and transported to mine sites by road or by air.

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5 History

5.1 Previous Operations

BHP and its joint ventures / associates were first movers into the Pilbara and have been operating this property from the very beginning of the Pilbara iron ore mining industry in the 1960's.

In 1966, BHP's joint venture partner, Goldsworthy Mining Limited (GML), was the first company to develop an iron ore mine in the Pilbara. This mine, Mount Goldsworthy (closed in 1982), was located relatively close to the port at the Port Hedland (about 100km to the west) and production was for export. This iron ore deposit was located in the North East Pilbara region (see Figure 3-1). BHP was initially a joint venture partner in GML but acquired full ownership in 1990. Since the 1960's, BHP has been exploring, developing and extracting iron ore at gradually increasing rates of production to keep pace with global sea-borne market demands.

In 1969, BHP developed the Mount Whaleback deposit at Newman, for export purposes, as a part of the Mount Newman Mining Joint Venture (NJV). The majority ownership of NJV was acquired by BHP in 1986. In the 1960's and 1970's, generally, Japanese contracts underwrote the development of the BHP iron ore mines. Later on, BHP entered into similar contracts with other growing Asian countries like South Korea.

The next major mine development by BHP was at Yandi in 1991, and this led to a growth phase for BHP. In 1992, BHP acquired the Jimblebar deposits located approximately 40km east of Newman. In the 1990's, subleases tied to ore purchase agreements by a Chinese consortium over part of the Jimblebar deposits and by South Korea's POSCO for the C Deposit at Mining Area C helped boost BHP's annual production rates.

The growth of BHP's iron ore production from early 2000's has been mainly driven by increase demand resulting from the industrial expansion in mainland China, where steel production and consumption have increased significantly.

BHP's iron ore production has increased from about the 20 Mtpa rate in the 1990's to approximately 249 Mtpa (283 Mtpa on 100% basis) in FY2022. The production history for the last 10 years is shown in Table 5-1.

Table 5-1: Production history of WAIO for the last 10 years

	Financial Year-wise Production (in million tonnes)									
Financial Year	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**
On Ownership basis	159	193	218	221	231	238	238	248	252	249
On 100% basis	187	225	253	257	268	275	270	281	249	283

BHP's current production comes from five mining hubs, Newman and Jimblebar located in the Eastern Pilbara region; and Mining Area C, South Flank and Yandi located in the Central

Pilbara and Yandi regions (see Figure 3-1). The first production from South Flank started in May 2021 and it is currently in a ramp-up stage to reach its expected full capacity of 80 Mtpa.

After producing more than 1.3 billion tonnes of CID ore since the Yandi operations commenced in 1991, its end-of-life production ramp down, closure and decommissioning of associated infrastructure started in July 2021 and has continued in 2022. A lower level of production from Yandi is expected to continue for a few more years. Once the Yandi mine is fully exhausted, some of the Yandi processing facilities are likely to be used to process feed from nearby deposits. The new South Flank mine is expected to gradually replace the Yandi production volume in the coming years.

5.2 Exploration and Development by Previous Owners or Operators

Although the Pilbara's potential as a source of iron ore was known in the late 19th century, its true potential was recognised only in the late 1950's, following the initial discoveries by A.S. (Stan) Hilditch (discoverer of the BHP-owned Mount Whaleback and surrounding satellite deposits in 1957) and the activities of L.G. (Lang) Hancock. The lifting of an export embargo on iron ore by the Federal Government in late 1960, and the decision of the Western Australian Government in early 1961 to grant iron ore tenements (in the form of Temporary Reserves) led to an upsurge in exploration which subsequently established the Pilbara as one of the world's major iron ore provinces, due to development and mining operations by BHP and others.

All the exploration and development work on the property, starting in the 1960's has been undertaken by BHP and details are presented in Section 7.2.

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6 Geological Setting, Mineralisation, and Deposit

6.1 Regional Geology

The WAIO property is located in the Hamersley Province of the Pilbara craton, situated in the northwest of Western Australia, and is one of the world's premier iron ore regions. It covers an area of 80,000km^2 and contains late Archaean to early Proterozoic-age (2,800-2,300 million years) sediments of the Mount Bruce Supergroup (Figure 6-1).

The Hamersley Group forms the central part of the Mount Bruce Supergroup and is conformable with both the underlying Fortescue Group and overlying Turee Creek Group (*Harmsworth et al., 1990*). It is a 2.5km thick sequence of dominantly deep-water chemical sediments, with subordinate turbiditic sediments and various intrusive and extrusive rocks. Sediments include (in approximate order of decreasing abundance) banded iron formation (BIF), shale, dolomite derived from peri-platformal ooze, chert, pyroclastic shale and tuff, turbiditic carbonate and turbiditic volcanics. The stratigraphic column for the Hamersley Province is shown in Figure 6-2. The banded iron formations in the Hamersley Group mostly stand out as topographic highs of the Hamersley Ranges of the Pilbara.

The Hamersley Province overall can be considered as two structurally distinct regions:

- a northern / northwest region of mild deformation typified by shallow, open folds with a west to northwest trend;
- a southern region displaying more intense deformation where the major iron deposits occur; this latter area can be further subdivided into a southwestern area dominated by *en echelon* type open folds, and a south-eastern area dominated by recumbent E-W trending folds.

Within the BIFs of the Hamersley Group there are two main iron-bearing stratigraphic sequences (Figure 6-2) which host the major bedded ore deposits: Brockman Iron Formation (BKM IF) and Marra Mamba Iron Formation (MM IF) (*Trendall and Blockley, 1970*). The BKM IF varies considerably in thickness from about 500m at Paraburdoo and in the Newman area, to about 620m at Mt Tom Price. The thickness of MM IF also varies and can be up to 220m thick. The majority of the mines in the Pilbara extract iron ore from deposits hosted by either BKM IF or MM IF.

On the northern margin of the Archaean Pilbara Craton, in the North East Pilbara (Figure 6-1), the Nimingarra (NIM) Iron Formation hosts the Yarrie-Nimingarra iron ore deposits, now mostly mined out.

Another important iron bearing sequence is the Marillana Formation (Figure 6-4). This hosts the fluviatile Channel Iron Deposits (CID) of late Eocene to early Miocene age, with their distinctive pisolitic structures and fossilised wood fragments (*Ramanaidou et al., 2003*). The CID mineralisation at Yandi was a major source of WAIO's iron ore production for the last 30 years but has now been mostly mined out.

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In addition to the CIDs, younger detrital sequences form colluvial-alluvial fans adjacent to some bedded iron deposits, with the chemical composition of the fans reflecting that of the source material. These are termed Detrital Iron Deposits (DID) (*Kneeshaw and Morris, 2014*). Despite their widespread occurrence, mining of these DIDs is very limited and mostly opportunistic where they are mineralised.

A schematic structural relationship of the various ore types in the southeast Pilbara is presented in Figure 6-3.

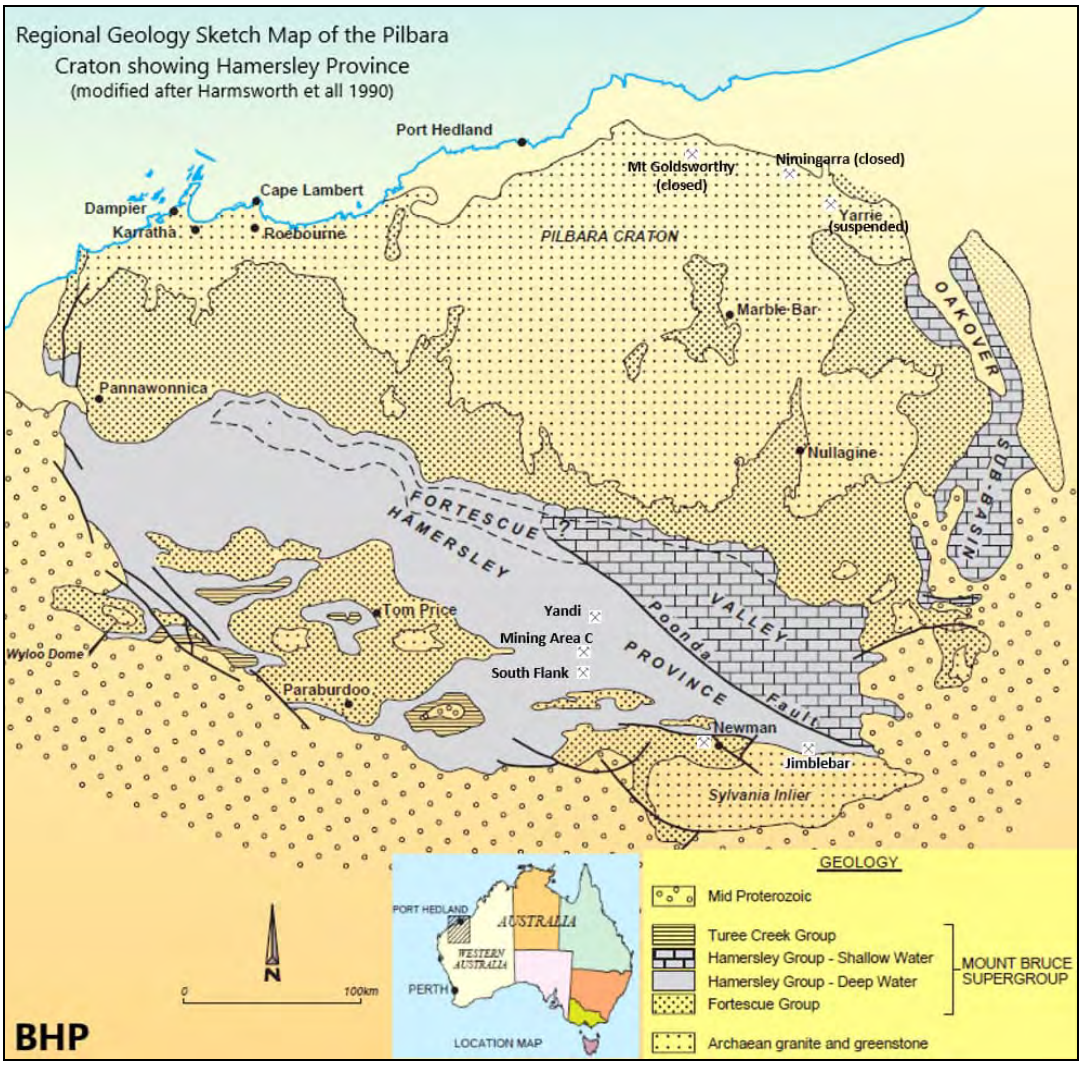


Figure 6-1: Regional Geology Map of the Pilbara Craton showing the Hamersley Province

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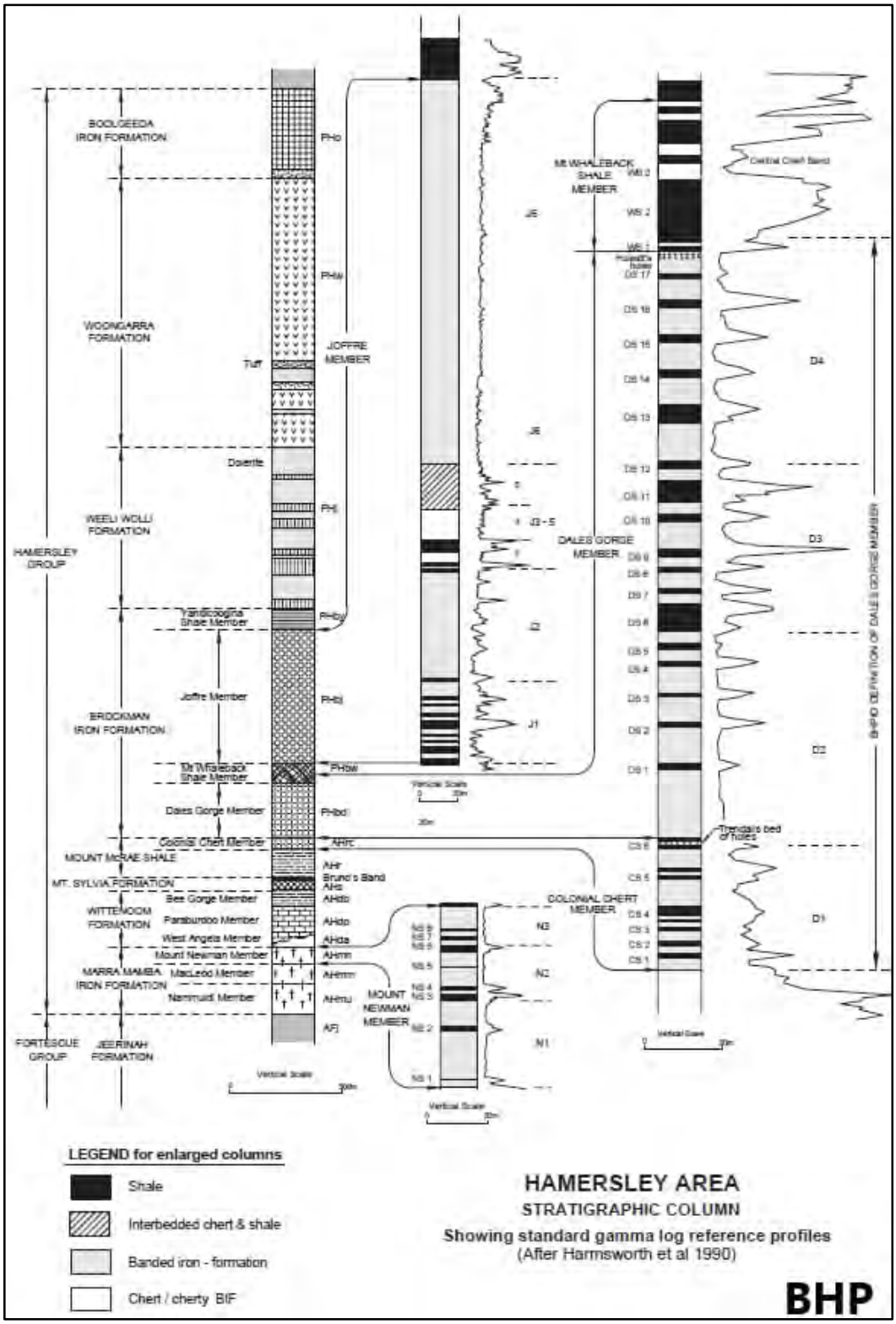


Figure 6-2: Hamersley Province Stratigraphic Column including that for Local Geology

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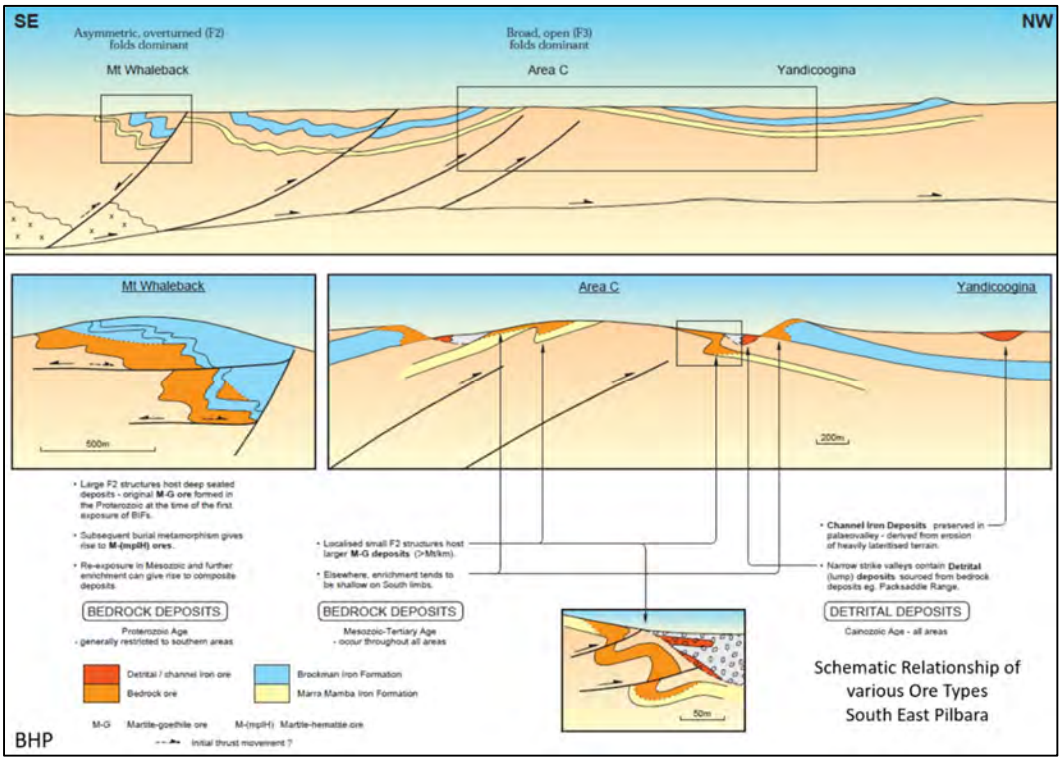


Figure 6-3: Schematic Structural Relationship of Various Ore Types of South East Pilbara

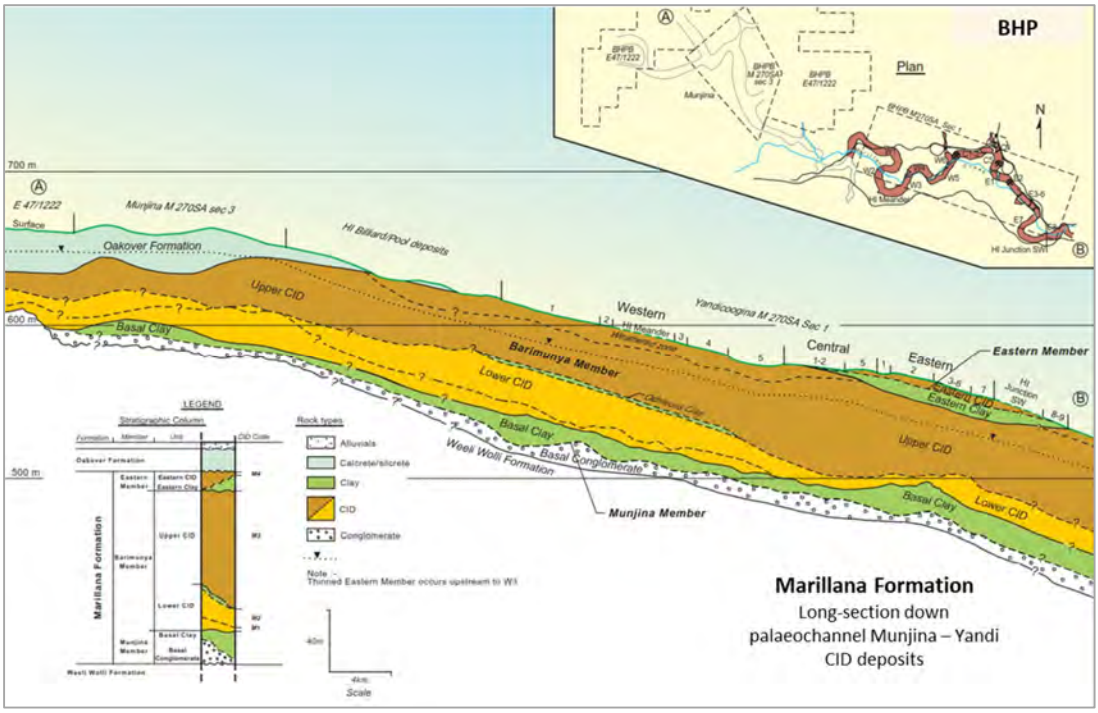


Figure 6-4: Marillana Formation – Stratigraphic Column and Schematic Long Section

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6.2 Local Geology and Mineral Deposits

Most of WAIO's iron ore deposits, including all those which are currently under active mining, are spread over an area of approximately 200km E-W x 100km N-S in the eastern part of the vast Hamersley Province (Figure 6-1). This area has been broadly sub-divided into three geographical regions, namely Eastern Pilbara, Central Pilbara and Yandi as shown in Figure 6-5. Footprints of the main mineral deposits in the five active mining hubs are also shown in Figure 6-5 and the local geology of each of the deposits is described in the following sections.

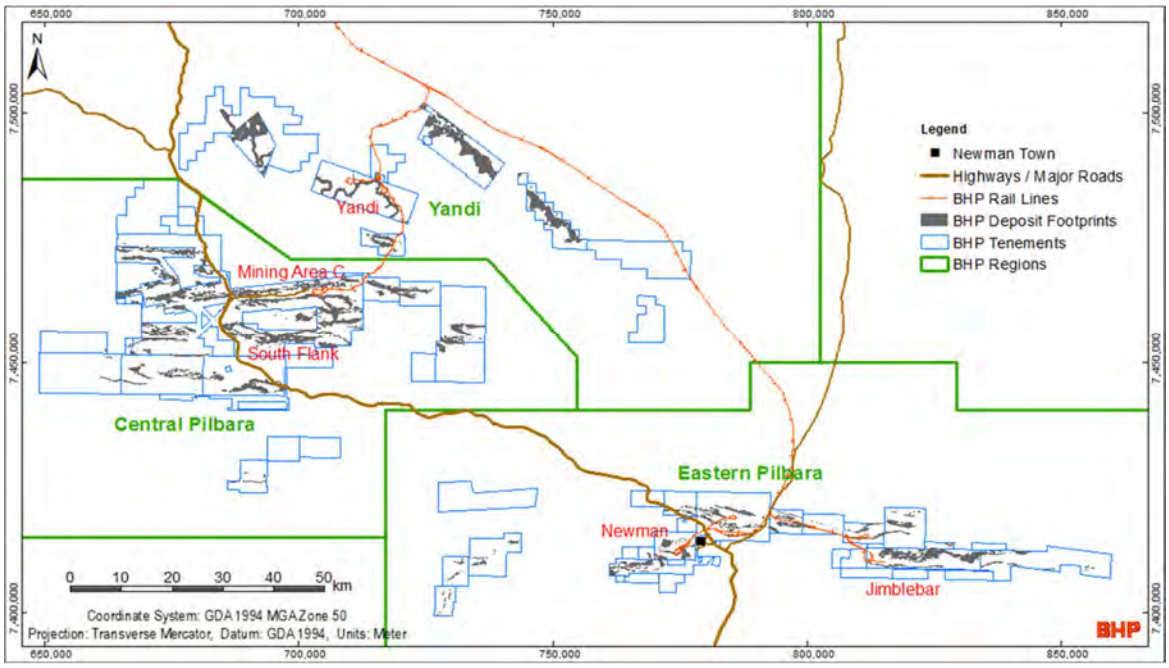


Figure 6-5: Index Map showing Geographical Regions and Operating Mining Hubs

6.2.1 Eastern Pilbara Region – Deposits in the Newman Area

WAIO's Newman tenure extends approximately 60km E-W and 15km N-S and is located close to the eastern end of the Hamersley Province near the town of Newman (Figure 6-1). This area hosts the world-class Mount Whaleback BKM deposit which was the first major iron ore mine for BHP and has been in production since 1969. The Eastern Ridge, Western Ridge and Shovelanna deposits located in the Newman area are also currently under active mining and feed into the Newman processing hub.

The outcrop in the Newman area is dominated by iron formations, with the BKM IF forming prominent ranges of hills and the MM IF having a more subdued topographic expression. The intervening Wittenoom Formation is typically deeply eroded and overlain by a mix of Mesozoic to Cenozoic sedimentary rocks.

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The BKM IF crops out more or less continuously, with a west northwesterly strike, over the entire 60km length of WAIO tenure (the Ophthalmia Range). Apparent sinistral offset on a subvertical, NNE-trending fault (called Fortescue River Fault) divides the range into two geologically coherent blocks (Figure 6-6). At the western end of the range, late normal movement on WNW-trending, moderately S-dipping faults (e.g., Homestead and Pika Faults) has resulted in duplication of the BKM IF and MM IF within the Ophthalmia Range. A further belt of BKM IF and MM IF stratigraphy strikes northwest through the town of Newman, and BKM IF dominates the remaining hilly areas, known as the Western Ridge and the Eastern Ridge. This entire block has been downthrown, relative to the Ophthalmia Range stratigraphy, by late normal movement on the NE-trending, moderately SE-dipping Whaleback Fault.

While the fault architecture controls the distribution of BIFs, the outcrop pattern is dominated by regional-scale, north-verging to recumbent folds that plunge gently to the west northwest. These are superimposed on an earlier generation of meso-scale folds, also consistently north-verging and WNW-plunging, that are particularly clear in outcrop in the Eastern Ridge area. The youngest generation of folds are upright, open folds with axes that trend NW to NE.

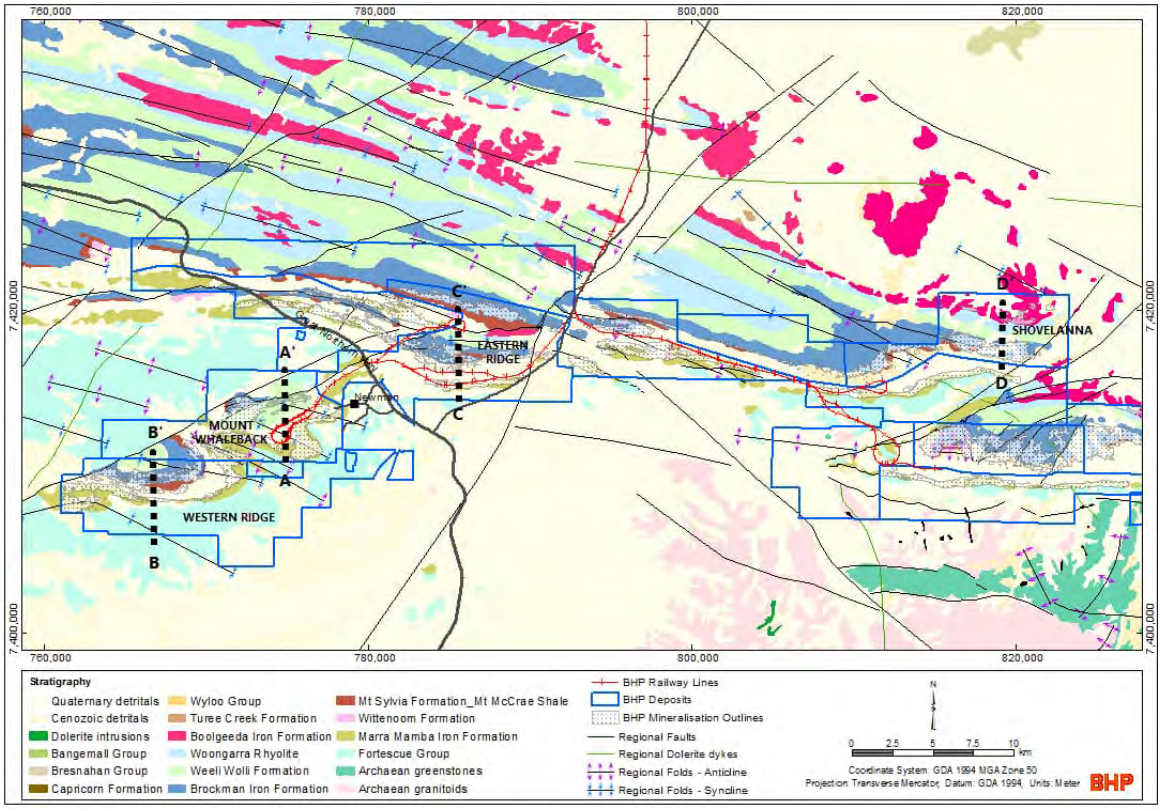


Figure 6-6: Geology Map for Eastern Pilbara Region – Newman Deposits

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Mount Whaleback – The Mount Whaleback deposit is in production, and is located approximately 5km west of Newman (Figure 6-6). This is the only deposit in the WAIO portfolio to be dominated by the hypogene martite-microplaty hematite (M-mplH) style of mineralisation (see Section 6.3) and as a result the resource is particularly high-grade and 'clean'. Mineralisation is hosted by a doubly-plunging pair of synclines of BKM IF and extends for approximately 5.5km E-W, 1.7km N-S and to a depth of 470m (Figure 6-7). The BIF has been down-faulted against the Jeerinah Formation by late normal movement on the NE-trending Whaleback Fault. Low-angle faults, such as the Central Fault and Eastern Footwall Fault, appear to have acted as local feeder conduits for the hydrothermal fluids. The upper surface of the hypogene mineralisation is subhorizontal and transgressive to the stratigraphy (Dales Gorge and Joffre Members, Whaleback Shale). The Mount McRae Shale forms the stratigraphic base of the orebody. A thin blanket of M-G mineralisation (see Section 6.3) was originally present and mantled the top of Mount Whaleback, but this has long since been mined out. Overall, this deposit is high-grade and the mineralisation has a natural cut-off of 50% Fe.

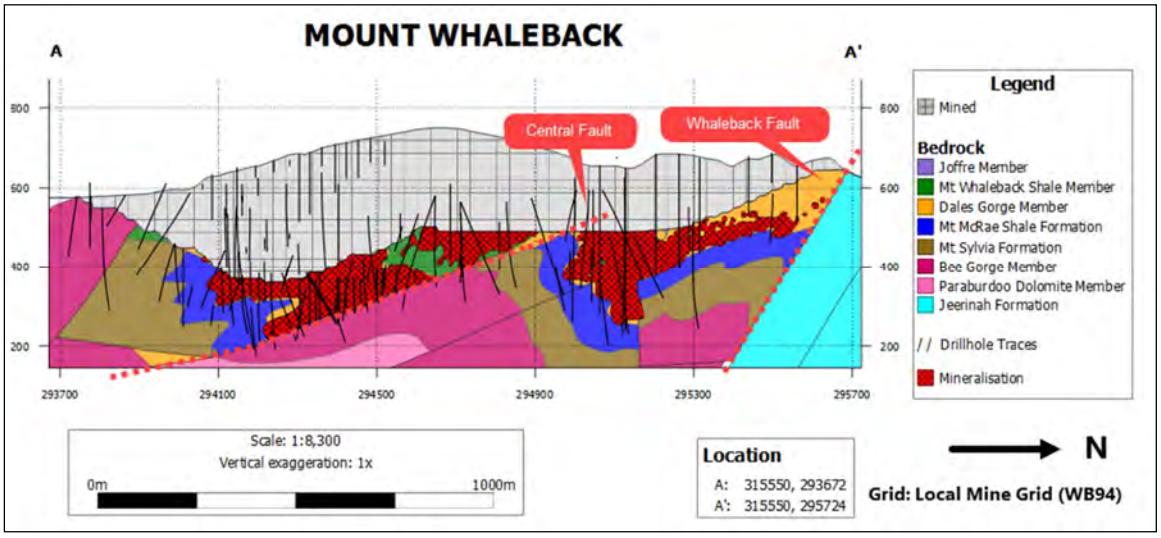


Figure 6-7: Geological cross-section A-A' through Mount Whaleback (a BKM deposit)

Western Ridge – The Western Ridge deposit is under development as a sustaining mine. The Hamersley Group rocks of the Whaleback-Western Ridge belt extend for 17km to the southwest of Newman (Figure 6-6). The outcrop pattern is dominated by two regional-scale synclinal keels of BKM IF. The synclines plunge gently to the west northwest and are truncated against the Whaleback Fault. The MM IF crops out to the southeast of the BKM IF and, in addition to the regional-scale folds, a number of N-verging, recumbent meso-scale folds are evident from the outcrop pattern and from drilling.

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Mineralisation (excluding Mount Whaleback) is semi-continuous in both BKM and MM IF, with individual orebodies having the following range of dimensions: 1.5-9.5km in strike length, 500-1000m in width and extending to depths of 100-400m. Some of these orebodies contain cores of hypogene M-mplH mineralisation which have been overprinted by the supergene ore-forming event. Steeply-dipping faults, including the Whaleback Fault, appear to have acted as fluid conduits for the hypogene ore fluids. The other orebodies in this group are all supergene martite-goethite (M-G) types (both BKM and MM). The better thicknesses of supergene mineralisation are localised in the hinge zones or short limbs (occasionally thrust-thickened) of asymmetric, N-verging, meso-scale folds. Mineralisation also occurs in the synclinal keels of the later regional-scale folds and the limbs of these folds, where they have a moderate dip. The natural cut-off grade that separates unmineralised BIF from mineralisation in this area is 48% Fe. A representative cross-section Western Ridge is shown in Figure 6-8.

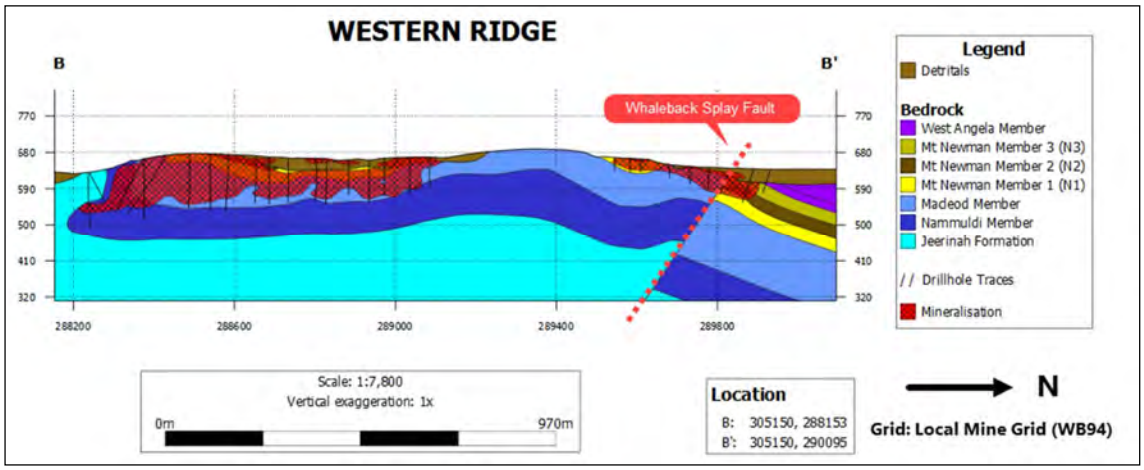


Figure 6-8: Geological cross-section B-B' through Western Ridge (a MM deposit)

Eastern Ridge – The Eastern Ridge deposit is in production. It is located to the northeast of Newman (Figure 6-6) and the stratigraphy is duplicated by late normal movement on the moderately S-dipping Homestead Fault.

A regional-scale overturned syncline dominates the structure to the south of the Homestead Fault. To the north of the Homestead Fault, mineralisation occurs within the steeply N-dipping limb of a regional anticline. Some of the better thicknesses of mineralisation throughout this area are associated with an earlier generation of meso-scale folds, clearly visible in outcrop, that plunge gently to the west northwest and verge towards the north.

Mineralisation occurs in both the BKM IF and the MM IF. It is semi-continuous in both BKM and MM IF, with individual orebodies having the following range of dimensions: 4-10km in strike length, 200-700m in width and extending to depths of 100-400m. The majority of the

mineralisation in this area is of the M-G type but there are small localised patches of hypogene M-mplH mineralisation in the west and more extensive M-mplH mineralisation in places (some of it clearly associated with the steeply-dipping, NE-trending Central Fault). The natural cut-off grade that separates unmineralised BIF from mineralisation in this area is 48% Fe. A representative cross-section through Eastern Ridge shown in Figure 6-9.

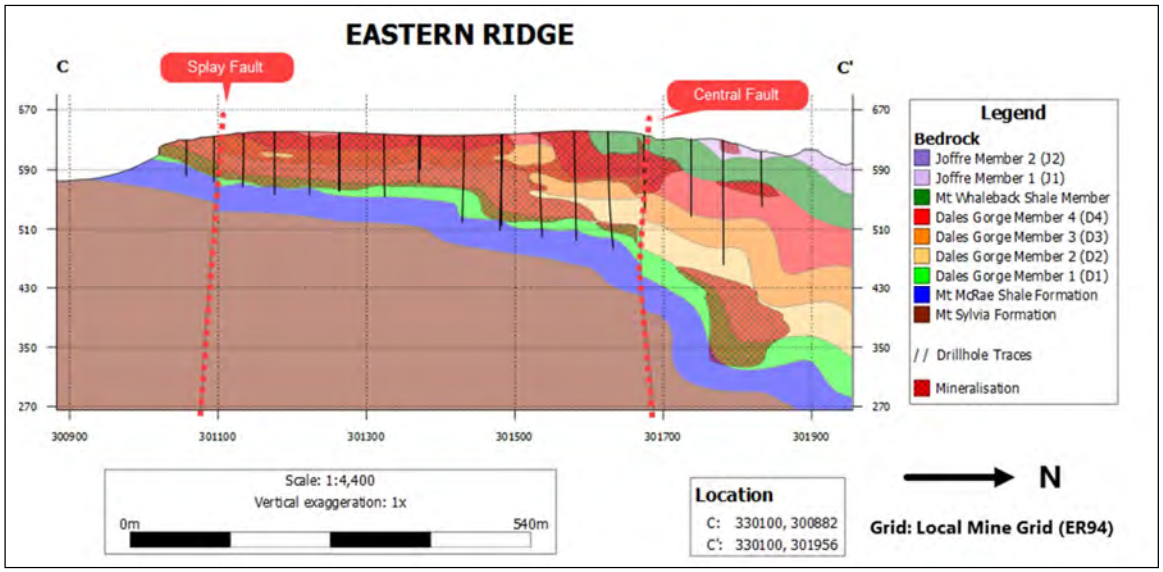


Figure 6-9: Geological cross-section C-C' through Eastern Ridge (a BKM deposit)

Shovelanna – The Shovelanna deposit is in production. It is located about 40km east of Newman (Figure 6-6). Mineralisation occurs in the Dales Gorge and Joffre Members of the BKM IF and is semi-continuous along strike with the following dimensions: 6km in strike length, 200-800m in width and extending to depths of 100-200m. The majority of the mineralisation is M-G type ore, with occasional patches of M-mplH. A representative cross-section through Shovelanna is shown in Figure 6-10.

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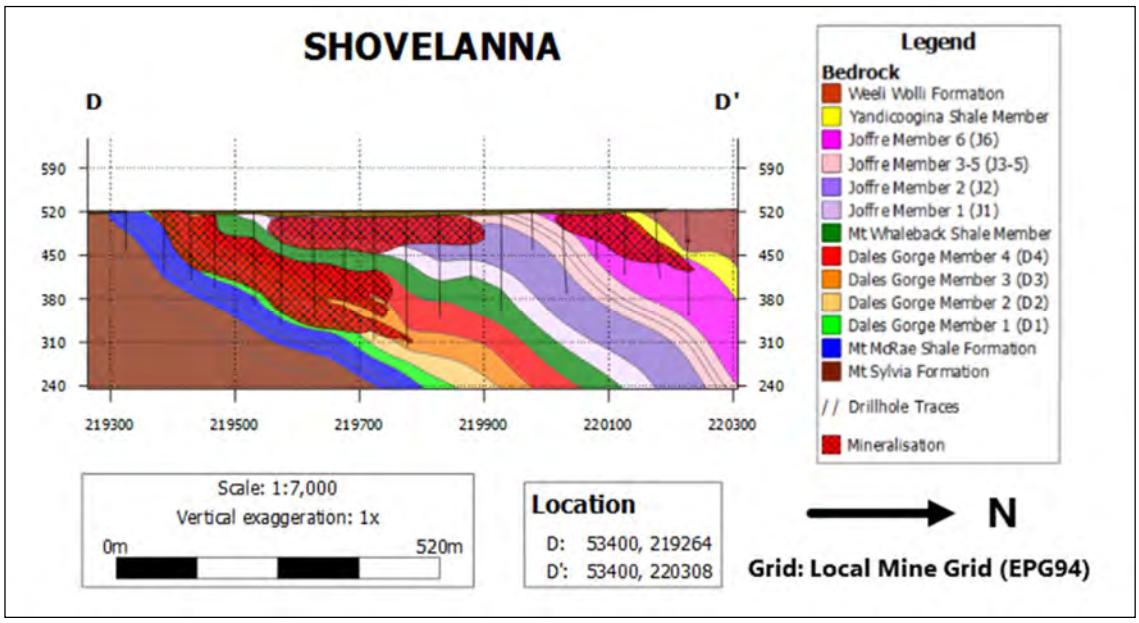


Figure 6-10: Geological cross-section D-D' through Shovelanna (a BKM deposit)

6.2.2 Eastern Pilbara Region – Deposits in the Jimblebar Area

Mineralisation in the Jimblebar area extends approximately 50km E-W and 10km N-S and is located at the eastern extreme of the Hamersley Province, approximately 40km east of the town of Newman (Figure 6-1). Although some small-scale mining started in the early 1990's, its main phase of development and production began in 2013.

The outcrops in the area are dominated by the BKM and MM IFs, with the BKM IF forming prominent ranges of hills (Wheelarra-Hashimoto) and the MM IF having a more subdued topographic expression to the south (South Jimblebar) (Figure 6-11). The intervening Wittenoom Formation is deeply eroded and overlain by a mix of Mesozoic to Cenozoic sedimentary rocks.

The BKM IF crops out, with an easterly strike, for approximately 30km over the central part of the Jimblebar tenements. There is one major structural offset due to an apparent dextral offset on the NE-trending and moderately SW-dipping Wheelarra Fault. This fault divides the Ophthalmia Range to the west from Wheelarra Hill to the east.

While, like Newman, the fault architecture controls the distribution of BIFs, regional-scale folding is less evident in the outcrop pattern, though still present. An earlier generation of meso-scale folds, consistently north-verging and WNW-plunging, can be mapped in outcrop and the youngest generation of folds are upright, open folds with axes that trend to the northwest.

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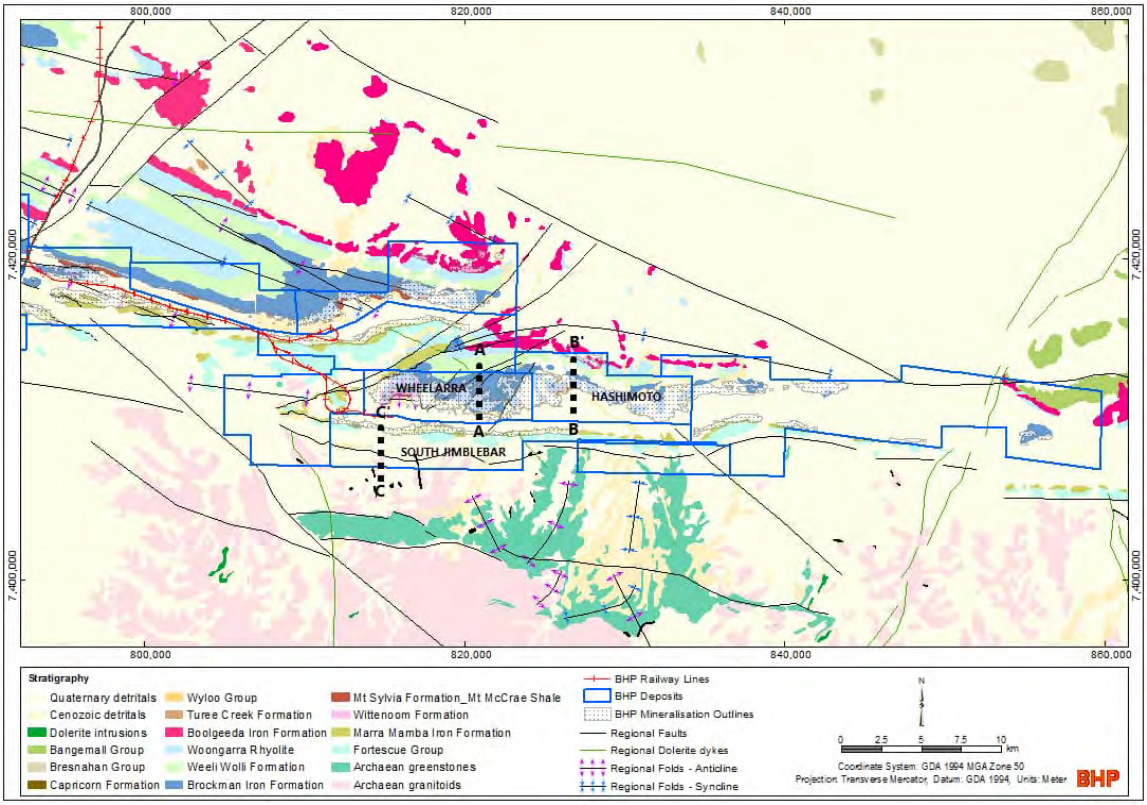


Figure 6-11: Geology Map for Eastern Pilbara Region – Jimblebar Deposits

Mineralisation is semi-continuous in both BKM and MM IF over a strike length of 30km (Figure 6-11). Individual deposits have the following range of dimensions: 1.5-9.0km in strike length, 200-2500m in width and extending to depths of 50-400m. Recognisable nuclei of supergene M-mplH mineralisation are preserved at Wheelarra and Hashimoto (BKM) and, more rarely, at South Jimblebar (MM). Supergene M-G mineralisation overprints all these hypogene centres and is the dominant form of mineralisation in all deposits in this area. All these deposits are in production. The natural cut-off grade that separates unmineralised BIF from mineralisation in this area is 48% Fe. Representative cross-sections of these deposits are shown in Figure 6-12, Figure 6-13 and Figure 6-14.

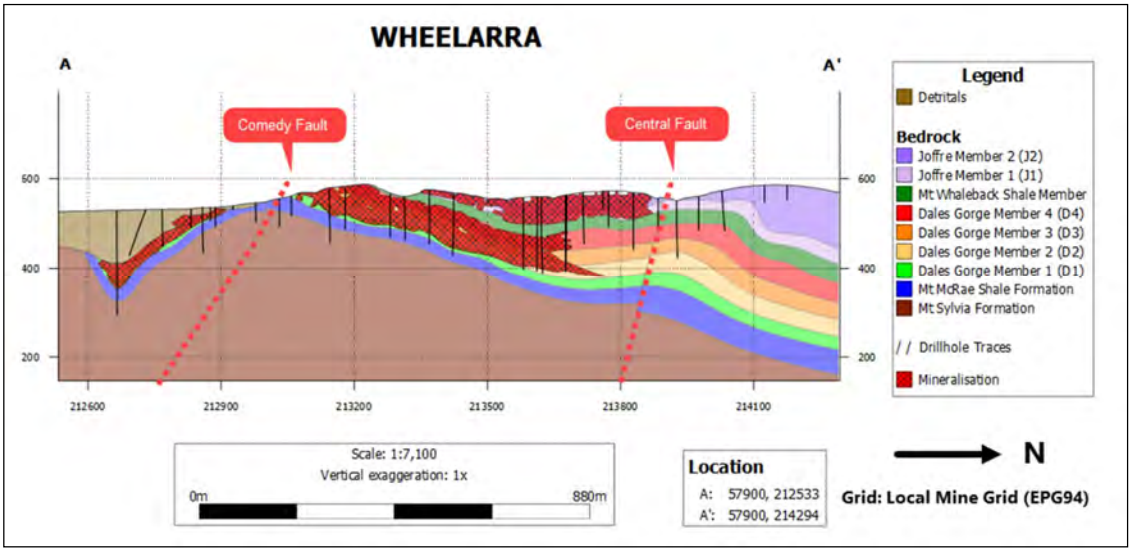


Figure 6-12: Geological cross-section A-A' through Wheelarra (a BKM deposit)

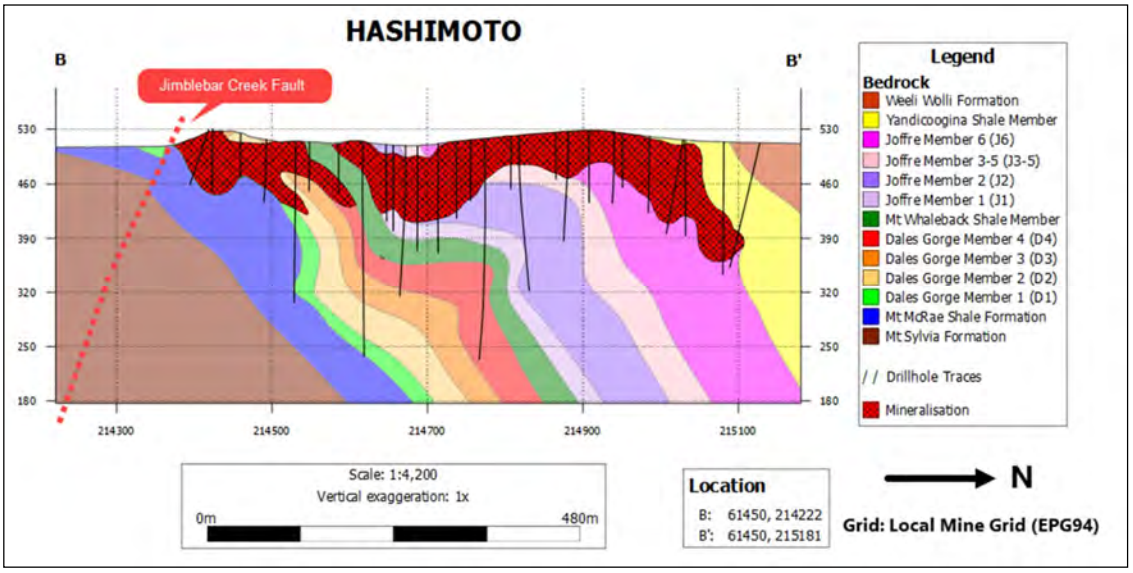


Figure 6-13: Geological cross-section B-B' through Hashimoto (a BKM deposit)

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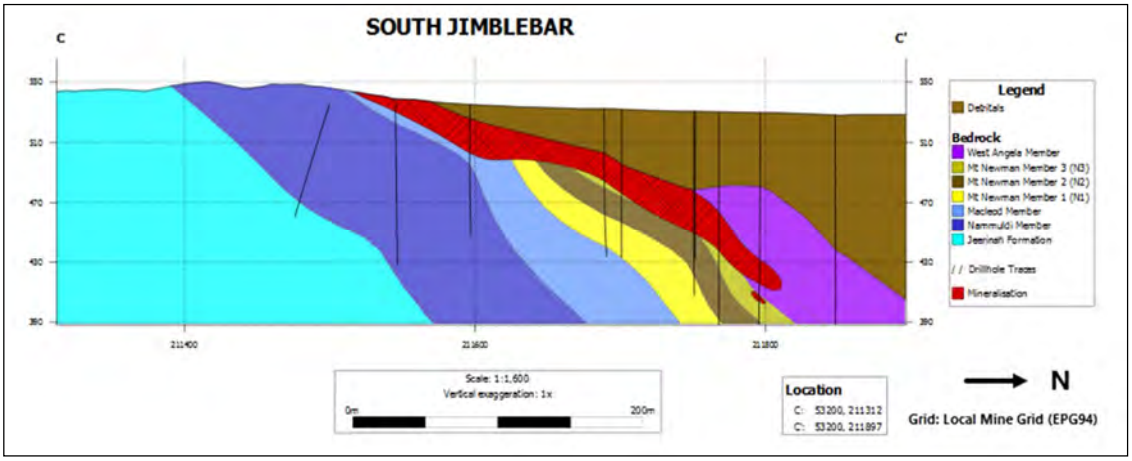


Figure 6-14: Geological cross-section C-C' through South Jimblebar (a MM deposit)

6.2.3 Central Pilbara Region – Mining Area C and South Flank

The Central Pilbara area extends over an area of 70km E-W by 30km N-S, surrounding the Mining Area C (MAC) processing hub. It comprises three grouped deposits under active mining (namely North Flank, Packsaddle and South Flank) and two exploration stage deposits (namely Jinidi, and Mudlark Well) (Figure 6-15). The North Flank and South Flank deposits are located on MM IF that crops out on the northern and southern limbs of the doubly-plunging Weeli Wolli anticline. The Packsaddle deposit covers BKM IF on the northern limb of the Weeli Wolli anticline, whereas the Jinidi deposit covers BKM IF in the eastern nose of the same anticline. The Mudlark Well deposit is located west of the Weeli Wolli anticline. Mineralisation is hosted by both the BRK IF and the MM IF and is associated with the moderately-dipping limbs and gently W-plunging synclinal keels of a series of regional-scale folds. Mining Area C is located approximately 90km northwest of Newman (Figure 6-1). BHP's first MM deposit came into production here in 2003 and the new South Flank mine, immediately to the south, is also developed around a MM resource.

The outcrop pattern is dominated by a series of large-scale, open, upright folds with wavelengths of the order of 20km. These are typically E-W-trending and doubly-plunging, forming a series of domes of which the Weeli Wolli anticline at Mining Area C is a typical example (Figure 6-15). The cores of domes form low ridges composed of MM IF and shales of the uppermost Jeerinah Formation. The intervening synclines outcrop as ranges of the more resistant BKM IF. The Wittenoom Formation appears to have undergone significant karstic erosion and is rarely exposed in outcrop. It forms the subcrop to a series of E-W-trending valleys filled with a variety of Mesozoic to Cenozoic sedimentary rocks.

The effects of at least three fold generations are preserved at MAC. In addition to the regional-scale fold generation (Weeli Wolli anticline), an older generation of second-order, meso-scale

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folds have sinuous hinge-lines and are uniformly north-verging. These folds are overturned to recumbent and a series of sub-horizontal thrusts have developed locally in response to over-tightening of these asymmetric folds (e.g., North Flank and South Flank). The third and youngest generation of folds consists of N-S-trending, open, upright folds with broad wavelengths. The combined effect of the fold generations results in a complex outcrop pattern which reveals a number of smaller domes superimposed on the broader anticline/syncline pattern.

In addition to the sinuous thrusts that thicken fold limbs within the MM IF, a major, steeply S-dipping, normal fault (Neale's Fault) strikes ENE-WSW through the Packsaddle Range. A break in the eastern part of the Packsaddle Range reflects the position of the NE-trending Weeli Wolli Fault corridor and corresponds with the location of the Weeli Wolli spring and its associated drainage.

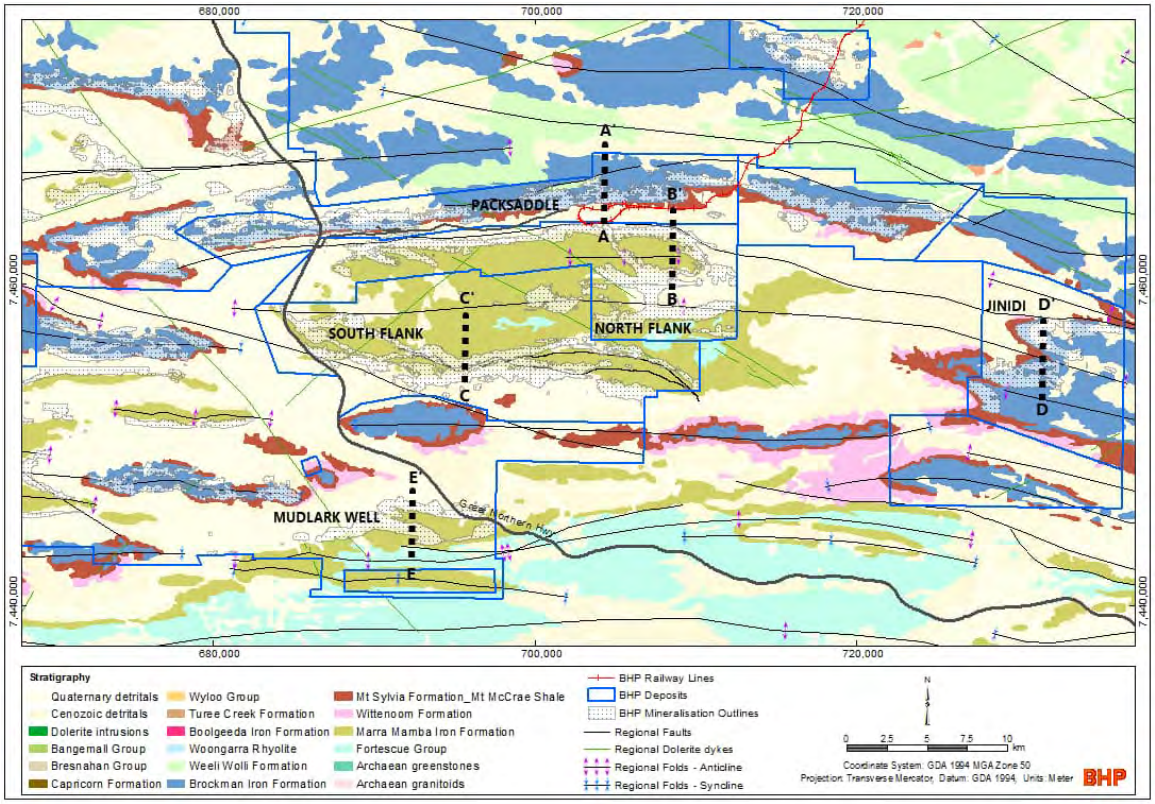


Figure 6-15: Geology Map of Central Pilbara Region

Packsaddle – The Packsaddle Range deposits are in production. At Packsaddle, supergene M-G mineralisation is developed in BKM IF over a strike length of almost 50km, with widths of up 1.5km and extending to depths of up to 300m. A representative cross-section is presented in Figure 6-16. The Packsaddle Range is located on the northern flank of the

regional-scale, EW-trending Weeli Wolli anticline and the Brockman IF stratigraphy dips moderately to gently to the north. Refolded, meso-scale, WNW-trending folds are asymmetric and verge to the north. These play a major role in localising the supergene enrichment. Deep pockets of mineralisation are controlled by a major ENE-WSW-trending normal fault (Neale's Fault).

The detrital mineralisation at Packsaddle is located at the base of the south-facing scarp of the Packsaddle Range. It consists of scree fans, fed by deeply incised N-S-trending gullies and shedding off the scarp of mineralised BKM IF (Packsaddle Range) to the north.

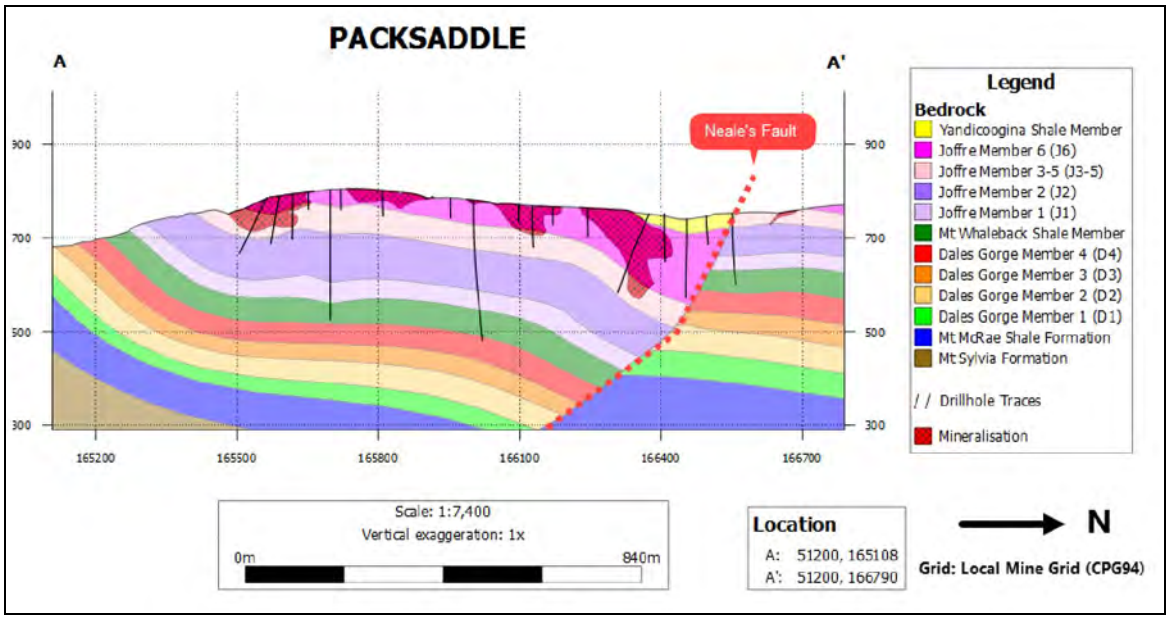


Figure 6-16: Geological cross-section A-A' through Packsaddle (a BKM deposit)

North Flank – The North Flank series of deposits is in production. North Flank is located on the northern flank of the Weeli Wolli anticline Figure 6-15. Mineralisation is continuous over a strike length of 25km, with widths up to 1km and extending to depths of 270m. North Flank comprises supergene M-G mineralisation hosted by N-dipping members of the MM IF and the BIF-bearing West Angela Member of the Wittenoom Formation. The majority of the Wittenoom Formation has been deeply eroded, particularly in the area immediately adjacent to the North Flank mineralisation, and the EW-trending valley between North Flank and the Packsaddle Range has been infilled with thick sequences of Phanerozoic detrital material.

The thicker intercepts of mineralisation are associated with the thrust-thickened, steeply N-dipping to overturned limbs of north-verging meso-scale folds and with the synclinal keels of these folds, particularly where they lie within 150m of surface. A representative cross-section is shown in Figure 6-17.

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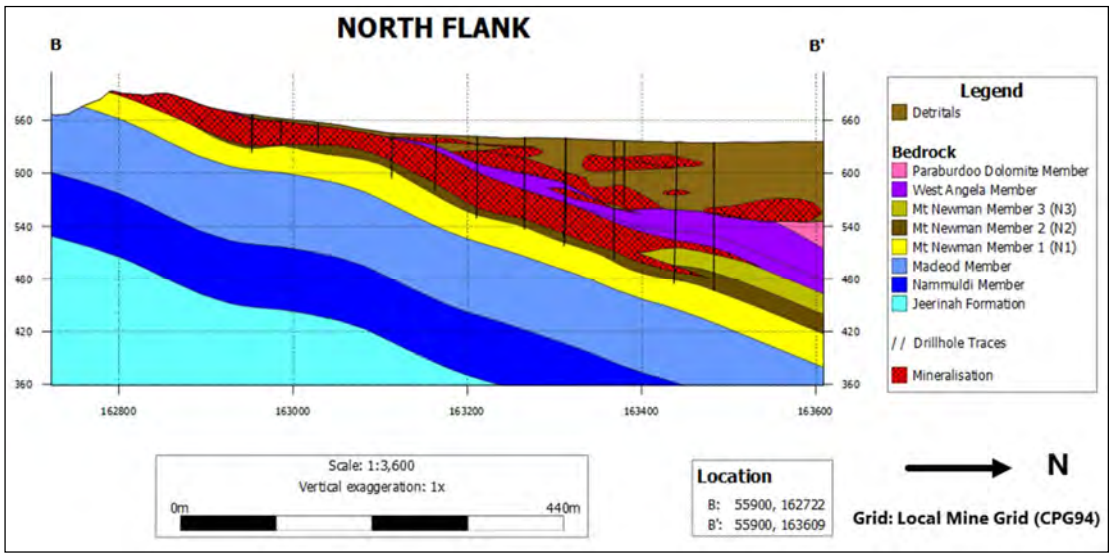


Figure 6-17: Geological cross-section B-B' through North Flank (a MM deposit)

South Flank – The South Flank series of deposits is in production. South Flank is located on the southern flank of the Weeli Wolli anticline (Figure 6-15). Supergene M-G mineralisation is hosted by MM IF and the West Angela Member of the Wittenoom Formation. Phanerozoic sediments infill the EW-trending valley, underlain by the dolomitic Wittenoom Formation, between South Flank and the Governor Range to the south (the latter is made of BKM IF).

Bedrock mineralisation extends continuously over a strike length of 27km. Mineralised widths range up to 1.3km and mineralisation extends to 300m vertical depth in places. Although the regional dip of the bedrock is moderately to the south, there are a number of meso-scale folds with sinuous hinge lines which result in a network of synclinal keels and an anastomosing pattern of mineralisation. The synclinal keels tend to be intensely mineralised and typically have thrust-thickened, steep to overturned, N-facing limbs which are also well mineralised, thanks to the combination of steep bedding dip and structurally-enhanced permeability. Some mineralisation is also developed on moderately S-dipping portions of the southern flank of the Weeli Wolli anticline in the absence of meso-scale folding.

A representative cross-section of the South Flank deposit is shown in Figure 6-18.

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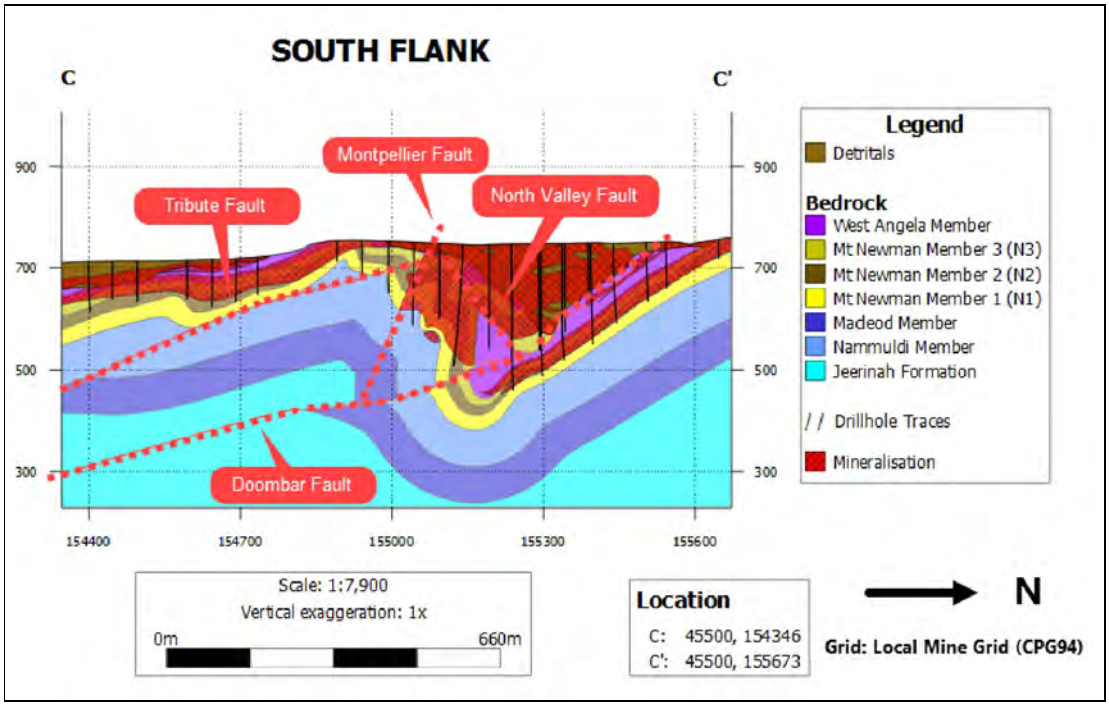


Figure 6-18: Geological Cross-section C-C' through South Flank (a MM deposit)

Jinidi – The Jinidi deposit is at the exploration stage and will sustain future production at some stage in time. It is located at the eastern end of the doubly-plunging Weeli Wolli anticline (Figure 6-15). Mineralisation occurs mainly in the Dales Gorge Member, it is of the supergene M-G type and is virtually continuous throughout the entire deposit. Mineralised widths range from 500-1500m and mineralisation extends to depths of 100-250m. It is associated with E-plunging synclines, some of which are asymmetric and N-verging. A representative cross-section is shown in Figure 6-19.

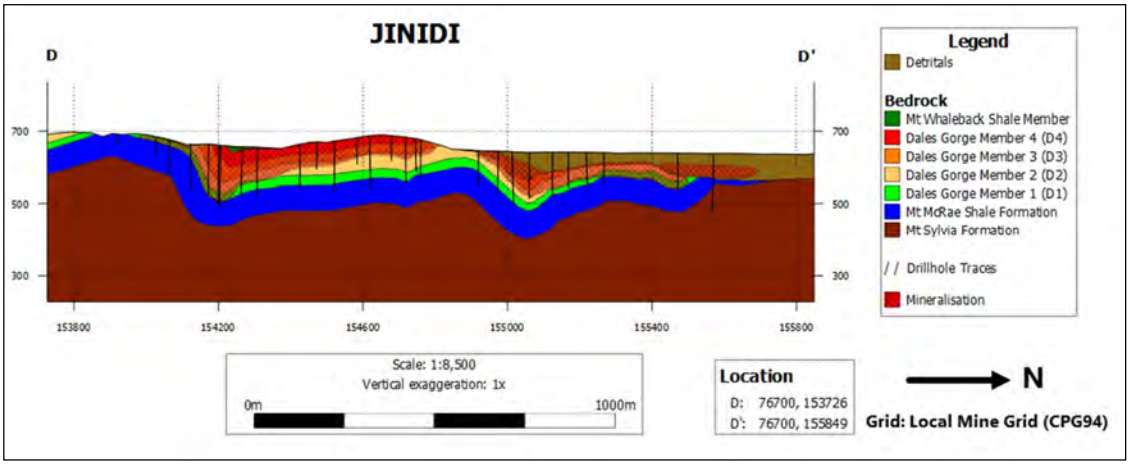


Figure 6-19: Geological Cross-section D-D' through Jinidi (a BKM deposit)

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Mudlark Well – The Mudlark Well deposits are at the exploration stage and will sustain future production at some stage in time. These are located to the northwest and southwest of the Weeli Wolli anticline and represent sinuous belts of Marra Mamba and Brockman IF cropping out on the flanks of regional-scale, E-plunging folds (Figure 6-15). The intervening Wittenoom Formation is blanketed by detrital valley fill of various ages.

The deposits located in this area are hosted within BRK IF and MM IF, and all are of the supergene M-G type. Individual orebodies have the following range of dimensions: 2-16km in strike length, 500-2000m in width and extending to depths of 100-250m. The majority of the bedding dips are generally shallower in the north than in the south. Synclinal keels or hinge zones are important ore controls in several deposits. A representative cross-section is shown in Figure 6-20.

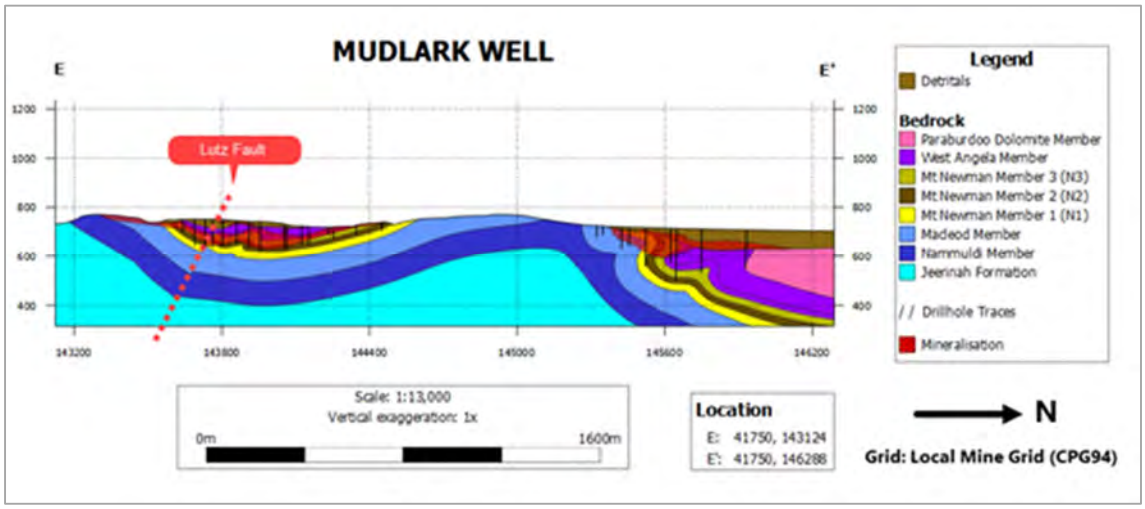


Figure 6-20: Geological Cross-section E-E' through Mudlark Well (a MM deposit)

6.2.4 Yandi Region – Yandi, Marillana and Ministers North

The Yandi region covers an area of approximately 70km E-W and 30km N-S and includes the Yandi deposit (CID), which is in production, as well as the Marillana (BKM) and Ministers North (BKM) deposits, which are at exploration stage (Figure 6-21). Yandi is situated approximately 90km northwest of Newman and has been producing CID ore since 1991 (Figure 6-1).

The main topographic feature of the area is a broad open plateau, dominated by BIFs, shales and dolerites of the uppermost BKM IF and overlying Weeli Wolli Formation, which terminates in a steep NW-SE-trending scarp. To the northeast of the scarp lies the Fortescue Valley, filled with Mesozoic to Cenozoic detrital rocks. Cenozoic rocks also occur on the main plateau, within a major palaeochannel system.

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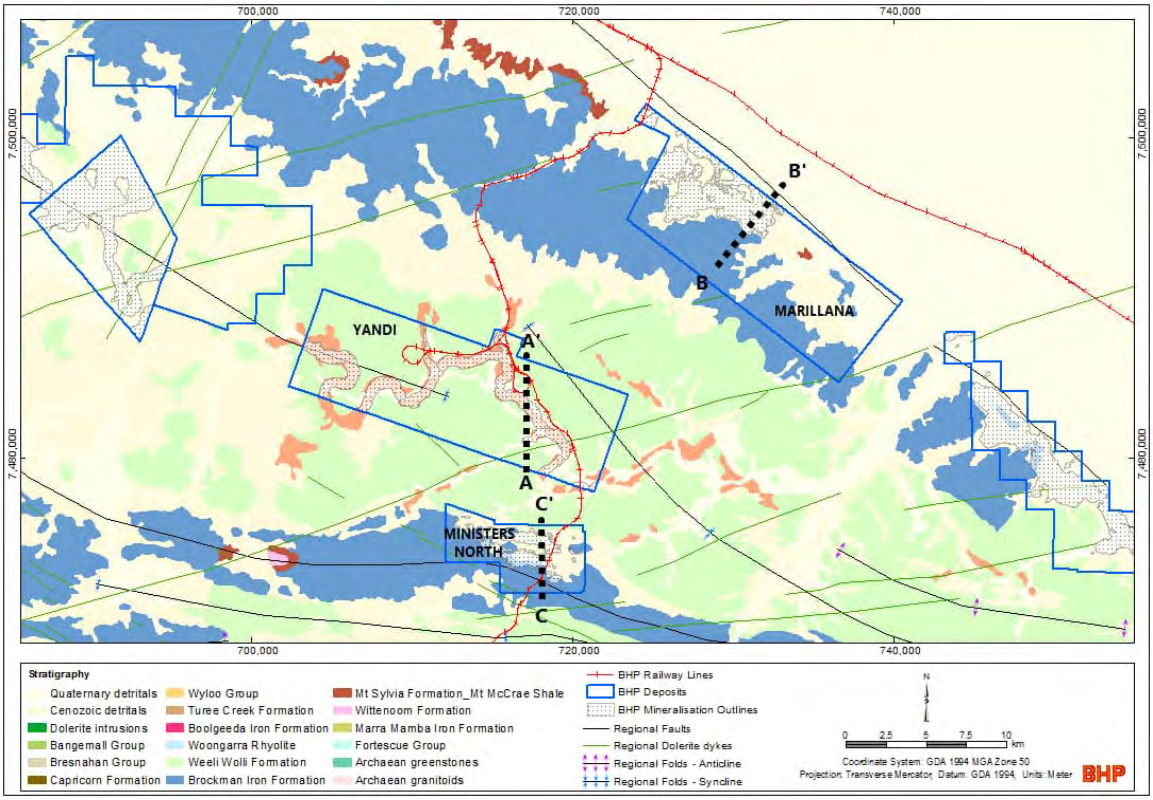


Figure 6-21: Geology Map for Yandi Region

Yandi – The Yandi mineralisation is of the CID type and occurs within a 27km stretch of the Cenozoic Marillana Formation. This formation infills the meandering palaeochannels of Marillana Creek and its tributary creeks (Figure 6-21). The total length of the Marillana Creek palaeochannel is at least 80km and the Munjina and Upper Marillana deposits are located at the upstream end of the palaeochannel, to the west of Yandi.

The palaeochannel was eroded in the core of the broad, NNW-trending Yandicoogina syncline, which plunges shallowly to the east. The palaeochannel is flanked by shales, dolerites and BIFs of the Weeli Wolli Formation. The channels incised into the basement lithologies are some 450 to 750m wide and up to 100m deep. The overall gradient is around 2 m/km. At Yandi, the deposits outcrop as a series of low mesas beside the present-day creek.

The mineralisation at Yandi is of the CID type and extends continuously for the entire length of that portion of the palaeochannel covered by WAIO tenements (approximately 35km). The mineralised width of the channel ranges from 300 to 800m and the depth ranges from 70 to 100m.

A cross-section through a typical Yandi mesa is shown in Figure 6-22. Mineralisation comprises goethite-hematite pelletoids in the upper part of the Marillana Formation (Barimunya and Iowa Members), with peloid contents increasing towards the base and margins of the channel in the Western deposits at Yandi. The base of the palaeochannel is lined with conglomerates and clays of the basal Munjina Member. Alluvial material, associated with the course of the present day Marillana Creek, flanks the mesa.

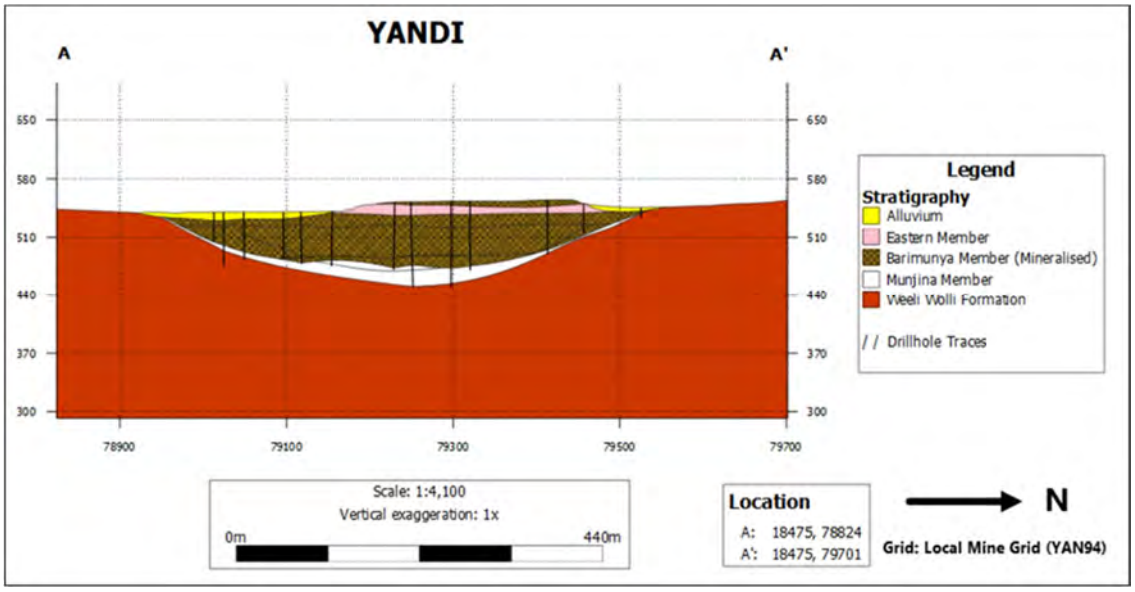


Figure 6-22: Geological cross-section A-A' through Yandi (a CID deposit)

Marillana – The Marillana and Mindy deposits are at exploration stage and will sustain future production at some stage in time. These deposits have mineralisation hosted within BKM IF along the face of the Hamersley Range scarp. The deposits are approximately 40km long in a NW-SE direction, 5km across, and located about 15km NE of Yandi mine (Figure 6-21). Brockman IF (capped by the Joffre Member) outcrops 1 to 2km southwest of a prominent fault (called Poonda Fault). This fault is a probable growth fault (south-block-down offset) separating shallow-water platformal facies of the Wittenoom Formation (Carawine Dolomite, also known as the 'Fortescue Reef') to the north from deep-water carbonates and BIFs to the south (Figure 6-1) (*Simonson et al., 1993*). It marks the southwestern margin of the Fortescue Valley which is underlain by Carawine Dolomite. Small turbidite units are common and reflect proximity to the original Fortescue Reef to the north and there are some other distinctive stratigraphic variations, including a lower shale content in the BIF units.

At Marillana the bedding is undulating with a regional dip gently to the southeast (Figure 6-23). A lower range of hills at the foot of the main scarp at Marillana represents the Dales Gorge Member, which in places crops out near to the Poonda Fault. An extensive and deep hardcap is seen across the entire area, extending to depths in excess of 50m in some

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areas. There is evidence for at least 3 styles of hydrothermal alteration: silicic ('quartz breccia'), sideritic and manganiferous. The prominent NNE- to NE-trending faults and joint sets and proximity to the Poonda Fault appear to have played a role in controlling the distribution of the alteration.

Supergene mineralisation is hosted by the Dales Gorge Member with limited enrichment in the basal part of the Joffre Member. The effects of hydrothermal alteration of the bedrock have led to some atypical features, including significant mineralised intercepts composed either of massive hematite or enriched but vuggy goethite and a higher-than-normal phosphorous content.

The Mindy deposit is located southeast of Marillana, to the east of the Weeli Wolli Creek. The majority of the outcrop comprises Joffre Member capped by Weeli Wolli Formation, with low hills of Dales Gorge Member restricted to the far northern area of Mindy.

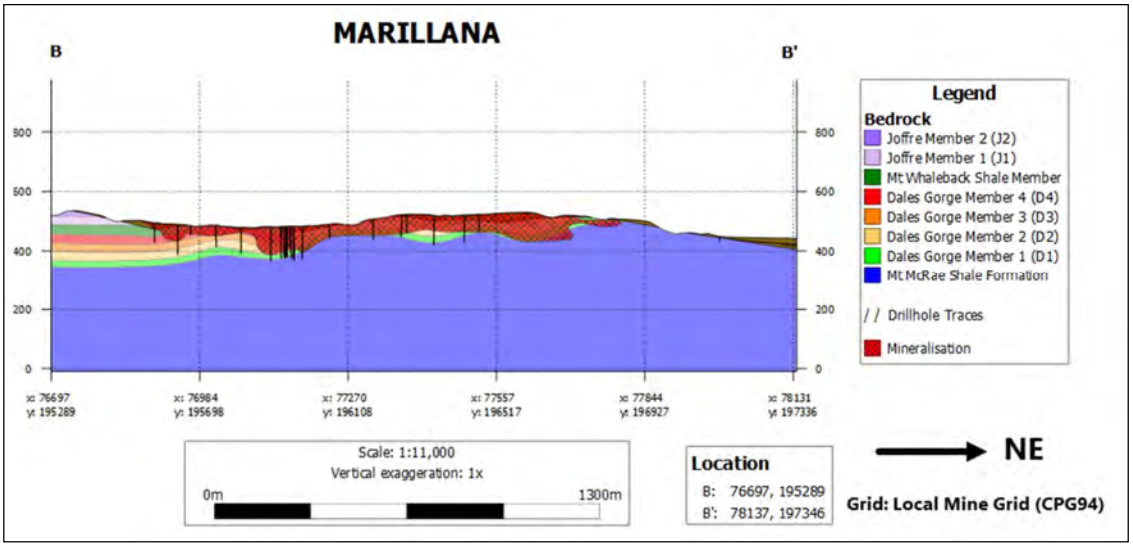


Figure 6-23: Geological cross-section B-B' through Marillana (a BKM deposit)

Ministers North – The Ministers North deposit is at exploration stage and will sustain future production at some stage in time. It extends approximately 10km E-W by 5km N-S, and is located 10km south of Yandi (Figure 6-21). The deposit covers an E-W-trending, doubly plunging anticline of BKM IF (the Wirriba Anticline), which is cored by Mount McRae Shale. Mineralisation occurs predominantly in the Dales Gorge Member of the BKM IF. It extends for 6km N-S and 2km E-W and to depths of 300m. A representative cross-section is shown in Figure 6-24.

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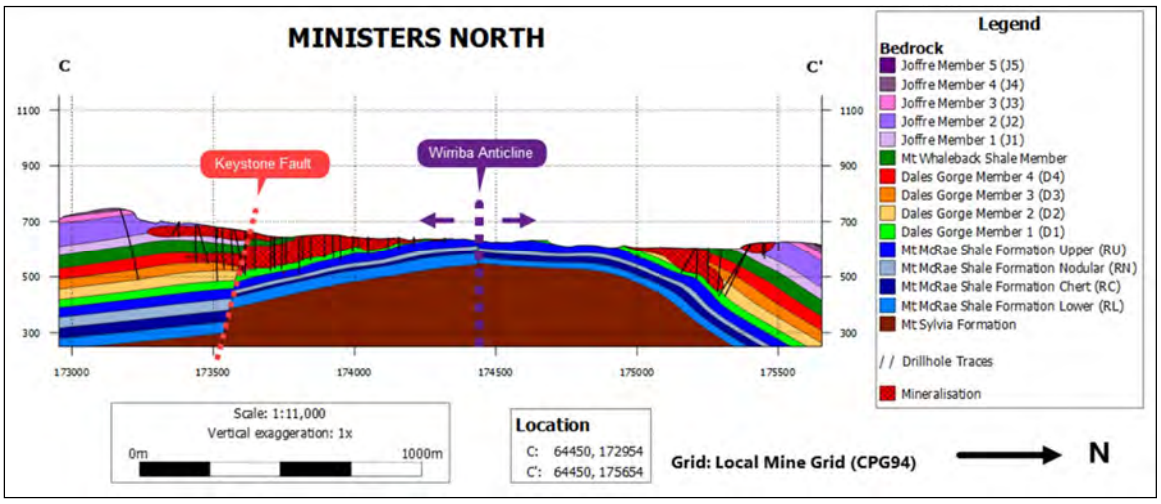


Figure 6-24: Geological cross-section C-C' through Ministers North (a BKM deposit)

6.2.5 Western Pilbara Region – Rocklea

The Rocklea (BKM) deposit is at exploration stage. Its location is remote with respect to WAIO's current mining operations in the Eastern Pilbara, Central Pilbara and Yandi regions as shown in Figure 6-1.

This deposit (15km E-W and 8km N-S) is located in the Western Pilbara some 50km NW of Paraburdoo. Mineralisation occurs in both the Dales Gorge and Joffre Members of the BRK IF, in the keel and limb areas of the westerly-plunging Hardey Syncline (Figure 6-25). The keel area locally shows development of tight, meso-scale, upright folds. Mineralisation is semi-continuous over a strike length of 29km; it extends to widths of up to 1km and to depths of 250m. On the steeply-dipping northern limb, mineralisation is sporadic within the Dales Gorge Member, with only minimal enrichment in the Joffre Member. The majority of the mineralisation intersected to date is in the more gently-dipping southern limb, where enrichment occurs in both BRK IF members. A representative cross-section is shown in Figure 6-26.

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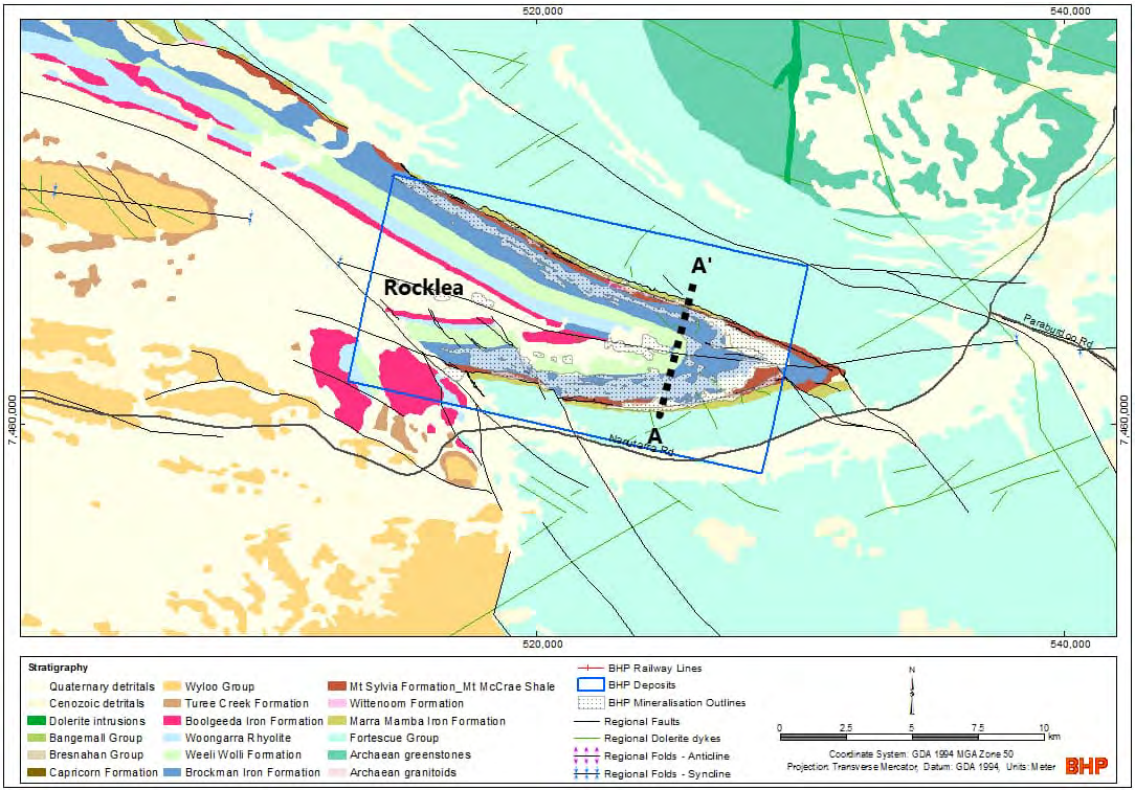


Figure 6-25: Geological Map of Rocklea

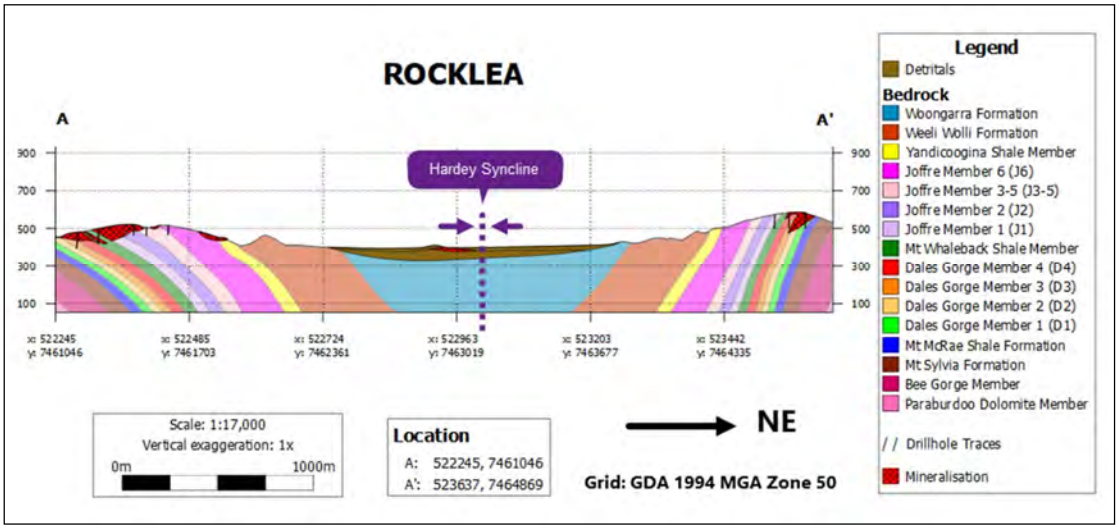


Figure 6-26: Geological cross-section A-A' through Rocklea (a BKM deposit)

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6.3 Mineral Deposit Types and Mineralisation Styles

Fresh iron formations of the Hamersley Group have subtle but consistent differences in mineralogy and chemical composition and these differences are carried through into the respective BIF-hosted Fe ores. For this reason, bedrock deposits and the associated mineralisation are classified as being of Brockman (BKM) or Marra Mamba (MM) types.

In addition to these bedrock deposit types, two types of detrital mineralisation are also found in the Hamersley Province. These are the pisolitic channel iron deposits (CID) and a variety of iron-rich detrital materials collectively referred to as detrital iron deposits (DID).

A brief description of these deposit / ore types is provided below.

6.3.1 Brockman (BKM) and Marra Mamba (MM) Deposit/Ore Types

Fresh BKM IF tends to have higher P and Al_2O_3 contents and lower loss-on-ignition than fresh MM IF and this characteristic is carried through into the composition of the bedrock ores derived from these two different stratigraphic units. There are also mineralogical differences that can affect the physical properties of the derived ores: fresh BKM IF tends to contain hematite in addition to magnetite, and fresh MM IF tends to have a higher content of Fe silicate and Fe carbonate phases. For this reason, the primary division of bedrock ore types is based on stratigraphy (BKM versus MM). The BIF-hosted iron ores can then be further subdivided in terms of their genesis and current mineralogy into (i) hypogene martite-microplaty hematite (M-mplH) ores and (ii) supergene martite-goethite (M-G) ores.

Hypogene ores are typically hematite-rich and are Proterozoic in age (*Rasmussen et al., 2007*). These ores are characterised by extreme stratigraphic thinning, as a result of volume reduction during the ore-forming process. Despite this, the original sedimentary layering is largely preserved: magnetite layers are pseudomorphed by hematite (= 'martite', these martite grains have an annealed internal texture) and the form of the intervening gangue layers is preserved by a porous, interlocking framework of microplaty (<150 µm) hematite crystals which commonly nucleate on the martite grains (*Morris, 2012*).

These massive, high-quality orebodies can extend to great depths (>400m vertical depth). They occur more commonly in the BKM IF (e.g., Mount Whaleback) but can occur in the MM IF (e.g., Western Ridge). Hypogene M-mplH mineralisation is associated with complex structural settings generally close to one or more regional-scale structures and to the original margins of the Hamersley Basin (*Taylor et al., 2001*; *Thorne et al., 2014*).

Supergene ores are characterised by the presence of significant goethite in addition to martite. The process of M-G mineralisation is clearly one of replacement: magnetite is converted to martite (with a characteristic 'woven' or mesh-like internal texture) and the chert-silicate-carbonate bands are pseudomorphed by goethite (*Morris, 1980*). An episode of leaching removes any remaining gangue material, resulting locally in high porosities, before

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a final episode of further goethite growth re-cements the rock, reducing porosity and increasing hardness (*Perring, 2021*).

Preliminary dating indicates that the supergene event is Eocene in age and is thus much younger than the hypogene event. Many deposits in the Eastern Pilbara Hub have patches of hypogene mineralisation that have been overprinted to variable degrees by supergene mineralisation, thus producing a hybrid style.

Geological factors favourable to the development of supergene mineral systems include moderately- to steeply-dipping bedding, synclinal keels and subvertical structural permeability (e.g., faults, joints, cleavage planes) (*Perring et al., 2020*). Together, these elements produce particularly favourable sites for supergene enrichment which can extend to depths in excess of 300m.

The superimposed effects of lateritic weathering affect all BIF-hosted ores. Duricrust zones ('hardcap') mark the presence of paleosurfaces within the Hamersley Province. The process of hardcap development tends to extend to between 30 and 80m depth. Intense leaching of SiO_2 is accompanied by alternating dissolution and reprecipitation of kaolinite, gibbsite, goethite and hematite in the vadose zone. Vugs and cavities are lined with alternating layers of colloform secondary goethite and hematite. These weathering-related processes result in increased chemical compositional variability and tend to have the effect of increasing the hardness of the rock.

6.3.2 Channel Iron Deposit (CID) / Ore Type

The channel iron deposits comprise accumulations of peloidal material deposited in fluviatile paleochannels (*Ramanaidou et al., 2003*). The CID are essentially consolidated sandy gravels comprising iron-rich granules (pelletoids, peloids and fossilised wood, 1-10mm in size) with a minor component of porous goethitic matrix and significant pore space (e.g., Marillana Formation). Fragments with recognisable BIF textures are essentially absent. The numerous pores are in part infilled by varying generations of silica, goethite and minor siderite (now oxidised to goethite).

Incision of the channels probably occurred in the Eocene. The landscape surrounding the channels was low-relief and blanketed by a thick, ferruginous regolith which is considered the primary source of the granules. Aggradation (i.e., infill) of the channels took millions of years, extending into the Late Miocene.

The CID have undergone post-depositional modification by weathering, a process which has produced zones with abundant secondary goethite and extensive areas of secondary silicification in some deposits. The Marillana Formation now outcrops as dissected, sinuous mesas adjacent to the present-day Marillana Creek. This geomorphology indicates significant topographic inversion since the Miocene.

6.3.3 Detrital Iron Deposit (DID) / Ore Type

The detrital materials are rather extensive but of limited commercial value in the Hamersley Province and are typically of two types: hematitic conglomerate or gravelly scree (*Kneeshaw and Morris, 2014*).

Hematitic conglomerates consist of angular to sub-rounded clasts of hematite-enriched BIF and shale (now composed of kaolinite+gibbsite), set in a silt- to clay-sized hematitic matrix. These fluviatile sediments are typically preserved in deeply-eroded depressions adjacent to MM IF-hosted M-G mineralisation, and palynological studies indicate a Late Cretaceous age. The top of this unit is, in places, heavily weathered. The hematitic conglomerate generally does not attain economic status due to its overall fine-grained nature, relatively low grade and elevated Al_2O_3 content, but R Deposit (located between Mining Area C and South Flank) is an exception.

Sub-aerial scree fans of economic significance have developed through the erosion of outcropping bedrock ores. They accumulated in colluvial / alluvial fans directly adjacent to the bedrock mineralisation (e.g., the numerous scree fans that occur along the south-facing cliffs of the Packsaddle Range at Mining Area C). The sediments comprise cobble- and pebble-sized ore fragments set in a soil-rich matrix. Some horizons near the base of the detrital deposits may be subject to enrichment by goethite cementation of the clasts to produce ‘canga’.

Each mineral deposit type that is the subject of exploration together with the geological models being applied in the investigation form the basis of the exploration program.

The mineral deposit types are well known in the Pilbara and have been extensively tested over a long period of time.

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7 Exploration

BHP has been undertaking iron ore exploration and development work in the Pilbara since the 1950's. Over this period, the volume of exploration work, primarily drilling, has increased significantly to keep pace with increasing production rates and the need to bring more and more deposits into production.

Most iron ore mineralisation found in the Pilbara has some form of surface expression and is laterally extensive over kilometres along the strike of the host banded iron formation. The deepest part of each deposit is typically within 100 to 400m of surface, accessible by using reverse circulation and diamond core drilling techniques. Therefore, drilling has been used as the primary method of exploration and sampling for all resource estimation and characterisation purposes including geotechnical, hydrogeological and geometallurgical studies.

BHP has undertaken extensive amounts of drilling since the 1950's to test the geological units of economic significance for mineralisation and define their extents. At a high level, systematic exploration work is currently completed in three main sequential phases as described below.

- Geological mapping to assist with exploration/drill hole planning.
- Wide-spaced grid drilling (>300m line spacing) to define the mineralisation extents and deposit characteristics.
- Progressive infill drilling (down to 50m or closer line spacing) to define a Mineral Resource and improve estimation confidence prior to commencing extraction.

7.1 Exploration Work Other Than Drilling

Exploration work other than drilling includes surface geological mapping at various scales (deposit, district and regional) and geophysical surveying (airborne and ground based).

7.1.1 Geological Mapping

The regional geology of the Hamersley Group is well understood and geological units of economic significance for iron ore are well mapped as a result of the pioneering work completed by early iron ore explorers in the 1950's and by various private mining companies and government agencies in the subsequent decades.

Stratigraphic and structural mapping is undertaken at scales ranging from 1:20,000, down to 1:2,500 across many deposits within BHP tenure. Regional-scale mapping (1:20,000) has been completed in the last 2-3 decades over prospective deposits to guide exploration targeting and drill hole planning. Targeted mapping is completed at 1:2,500 scale, to inform drilling programs and deposit-scale geological interpretations.

The form of the data collected during mapping campaigns includes:

- Point data – direct measurements of structural orientation data taken from outcrops, including various structures such as bedding, joints, faults, fold axes, shear zones, linear features etc.
- Line data - generated from field mapping activities and desktop interpretation, including fault traces, unit contacts, and bedding formlines.

Based on these field mapping results, outcrop and solid geology maps are synthesised. Structural and stratigraphic information is incorporated into geological interpretations initially to support drill hole planning and subsequently to inform mine planning, geotechnical design and mining extraction activities.

Results of surface samples are not considered representative for the exploration of iron ore deposits and hence are not collected during geological mapping for assay or other purposes.

7.1.2 Geophysical Surveys

Both ground and airborne geophysical surveys have evolved over the past three decades depending on the technology available at the time, survey objective, nature of the target and other factors. As such a wide range of parameters / procedures / methods have been used to collect and process geophysical data, which has determined the way the corresponding data is interpreted and/or used.

Typically, large areas are covered at moderate resolution by fixed-wing aircraft, with high resolution ground or helicopter surveys focusing on smaller areas of interest where required.

The following geophysical survey methods have been completed in recent times over specific areas of interest:

- **Magnetic** surveys are undertaken to map contrasts in the magnetic susceptibility of the subsurface in 2D. Un-oxidised BIF is rich in magnetite and is therefore very magnetic, allowing BIF stratigraphy to be directly mapped by this method. It is also useful for showing faults where there is notable displacement in the stratigraphy. Large dolerite dykes are also typically identifiable. This information is used in structural interpretations and to optimise drill planning. This data was primarily collected in the 1990's and 2000's by fixed-wing aircraft and covers almost all WAIO tenure, predominantly at 100m line-spacing.
- **Gravity and Gravity Gradiometry** surveys are used to map contrasts in the density of the subsurface in 2D. The BIF units and more iron-rich detrital units are denser than the surrounding rocks, such as the dolomites of the Wittenoom Formation. The exception to this is CID deposits, which typically show as relative density lows. This data was primarily collected in the 2000's by fixed-wing aircraft for exploration target generation and covers almost all WAIO tenure, predominantly at 200m line-spacing.

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- **Time Domain Electromagnetic** surveys are undertaken to map contrasts in the conductivity of the subsurface in 3D. The clay-rich detrital cover and shale-rich non-BIF stratigraphy are relatively conductive whilst the BIFs are relatively resistive. This data is primarily collected for the creation of large conceptual hydrogeological models where little to no drill hole data exists. It is also sometimes used by Exploration to assist with drill plan optimisation. This data was primarily collected in the 2010's and 2020's by a combination of fixed-wing and rotatory-wing aircraft.
- **Seismic** surveys are occasionally deployed to map contrasts in acoustic impedance with depth, which may correlate with depth of cover, major stratigraphic boundaries, depth to basement, major structures, etc. Historically these surveys have been small, comprising of at most a few 2D lines to trial emerging technologies.

Mapping results and geophysical surveys have been integrated to guide and develop the exploration drill programs and geological models. The QP is satisfied in the use of these results and is of the opinion that this follows standard industry practice.

7.2 Exploration Drilling

7.2.1 Type and Extent of Drilling

Since the 1950's, drilling has been, and continues to be, the primary sampling method for estimation of Mineral Resources and Mineral Reserves at WAIO.

The drilling methods (e.g percussion, air core and blade methods) used between the 1950's and the 1980's were replaced by Reverse Circulation (RC) drilling in the 1990's. Since then, this method has been used by WAIO to collect physical samples for assay and to acquire various downhole geophysical datasets which have informed current geological modelling and resource estimation.

Besides RC drilling, Diamond Drilling (DD) is undertaken to collect core samples for geotechnical and geometallurgical studies. Any assays from these core samples are tailored for those studies and are rarely suitable for inclusion in resource estimation. Geological information collected from these drill cores is used in geological interpretation and modelling.

A brief description of these two drilling types is provided below.

- Reverse circulation (RC): This drill method is designed with an inner sample tube that extends through the centre of the drill rod and into the top of the hammer bit. The RC hammer emits air between the bit splines and over the face of the bit. This pressurised air forces the sample into the recovery holes in the face of the bit, through the centre of the hammer and upward through the drill rod inner tubes to the surface for collection in a rig mounted cyclone. The sample material then drops down through a drop box into a five-tier riffle splitter (historical method, phased out in 2008) or a static cone splitter (current method, initiated in 2005) to produce a final sample split and reject

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sample. This type of drilling typically utilises a 140mm RC hammer face sampling bit to produce chip samples of the rock mass.

- Diamond Drilling (DD): This type of drilling utilises a diamond impregnated drill bit to advance an attached hollow drill-rod string into hard bedrock, producing a cylindrical core sample representing the formation being drilled. WAIO uses various diameter diamond drill bits depending on the intended use of the drill core samples (e.g., geological, geotechnical, hydrological or geo-metallurgical). Typically, drill core diameters are either 61mm (HQ3) or 83mm (PQ3).

Besides RC drilling for resource estimation and DD for geotechnical / geometallurgical studies, water bores are also drilled for hydrogeology characterisation. These are drilled using Rotary mud, Down Hole Hammer or Dual Rotary (described in Section 7.3) and results of such drilling are not used in resource estimation.

From the 1950's to end of CY2021, WAIO has completed over 145,000 exploration drill holes for a total of 11.4 million m (or 11,400km, including 8,312km RC and 773km DD) on all its tenements for the purpose of resource identification and definition.

Prior to 2010, drilling was focused in only a few areas which were of economic interest at the time. Since 2008, between 400km and 600km of exploration drilling have been completed annually to support the estimation of Mineral Resources, resource characterisation, modelling of geotechnical and hydrogeological parameters, and to provide material for geometallurgical test work. Drillhole lengths range from 30m to ~280m, with the majority of drill holes between 60m and 120m in length.

Table 7-1 provides a summary of drill metres by drilling type completed by WAIO in the Pilbara from the 1950's to end of calendar year 2021. Note that, metres drilled before the 1990's comprise only 11% of the total 11.4 million metres at 31 December 2021. Where possible, BHP has generally validated older drill holes in currently active deposits using modern downhole geophysical surveys or substitution by new modern drilling.

Table 7-1: Summary of Metres Drilled by Main Drill Types

Period Drilled	Conventional Hammer (Percussion)	Reverse Circulation	Diamond	Other Drill Types	Total Per Period	Number of Drillholes
1950's	0	0	132	86,034	86,166	5,582
1960's	0	1,898	1,518	81,661	85,078	1,668
1970's	1,469	3,543	37,485	443,513	486,010	7,909
1980's	9,593	16,754	15,257	541,400	583,005	11,926
1990's	10,360	200,739	68,505	776,410	1,056,014	15,850
2000	731	67,544	3,172	1,821	73,267	1,338
2001	890	105,378	4,326	3,487	114,081	2,104
2002	3,115	117,006	12,563	4,911	137,595	1,703
2003	8,362	112,613	12,783	2,482	136,241	2,230
2004	10,595	136,354	37,502	2,628	187,079	2,833
2005	3,059	313,150	29,888	3,921	350,018	4,620

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2006	4,248	327,293	43,622	779	375,941	4,369
2007	1,713	276,636	35,133	2,929	316,410	3,320
2008	2,275	389,123	29,051	3,568	424,016	4,044
2009	12,336	446,697	36,335	3,904	499,272	4,741
2010	15,819	409,631	41,844	6,116	473,410	5,427
2011	6,510	512,621	75,486	2,530	597,146	6,252
2012	28,261	556,321	85,655	5,872	676,109	7,145
2013	31,914	459,515	44,276	10,963	546,668	5,719
2014	18,594	485,108	45,702	10,871	560,275	5,936
2015	13,978	498,854	27,905	7,781	548,518	5,747
2016	10,484	565,938	28,498	5,622	610,541	6,928
2017	10,204	545,546	12,847	3,604	572,201	6,958
2018	16,274	473,615	9,492	9,500	508,881	5,391
2019	12,077	455,323	15,079	10,550	493,029	5,632
2020	15,603	425,149	5,716	10,182	456,648	5,241
2021	20,223	409,747	13,586	13,111	456,667	4,969
Total	268,685	8,312,094	773,356	2,056,150	11,410,286	145,582

Note: Other Drill Types comprise Air Core; Percussion; Blade; Conventional Blade; Conventional Hammer - Crossover Sub; Conventional Rock Roller; Dual Rotary; Drag Bit; Reverse Flush / Flooded Reverse; Flushing; Hydro; RC Blade - Crossover Sub; Rotary Mud; Sonic; Unknown Drill Type

7.2.2 Drilling Procedures

The main components of WAIO drilling procedures are described below.

Drill hole planning – A team of WAIO geoscientists prepare the drilling plans in consultation with relevant stakeholders from resource modelling, geotechnical, geometallurgical, hydrogeology and mine planning teams as required.

Drilling programs for resource definition are undertaken in a sequential manner with each successive stage aimed at advancing the definition of extents, tonnage, density, shape, grade and mineral content of the mineralisation based on the results of the previous stage. Most of the RC holes for resource drilling are drilled vertical, except a few where topographic conditions dictate that holes to be drilled at an angle to reach the mineralisation. The spacing of the drill holes is deposit-dependent but drill holes are typically drilled on certain nominal grids and generally have their greatest spacing occurring along the main strike of the mineralisation and closer spacing occurring perpendicular to the strike. Some deposits also have areas with closer spacing for geological and grade variability analysis.

The three stages of exploration drilling activities for the definition of Mineral Resources from the Strategic (>5 years) to Tactical (<5 years) mine planning horizons are shown in Figure 7-1. Each successive stage of drilling provides increasing confidence in the volume and grade of in-situ Mineral Resources to support life-of-asset planning and 5-year mine plan scheduling. In addition, two further stages of drilling are undertaken in the Tactical horizon to minimise any uncertainty in volume and grade variability during the production stage and therefore the results of this drilling are mainly used in short term geological models and grade control models.

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- **Extents drilling programs** aim to test the lateral and vertical extents of the mineralised volume. This is typically done by drilling RC holes on grids varying between 1200m x 100m to 300m x 100m (Figure 7-2). This program is generally completed 8-10 years ahead of the scheduled start of mining and informs the LoA planning and 5-year mine plan scheduling.
- **Infill drilling programs** aim to build on the Extents drilling program to define the total volume and geometry of the mineralised footprint. This is generally achieved by drilling RC holes on a 150m x 50m grid (Figure 7-2) and is completed about 6-8 years ahead of the scheduled start of mining.
- **Drill-out programs** aim to complete the drilling required to understand the local-scale geological complexity and grade variability throughout the deposit. This is the final stage of strategic exploration drilling and mostly achieved by drilling RC holes on a 50m x 50m grid (Figure 7-2).It is generally completed ~5 years before the scheduled start of mining.
- **Tactical definition** involves a small amount of targeted RC drilling to mitigate both immediate and longer-term risks within the pushback which may influence pit designs or impact the volume of high-grade resource.
- **Tactical infill** involves close-spaced drilling of short RC holes (drilled on a nominal 25 m x 12.5 m grid and to 48 m depth to cover four mining benches) inside the pit areas to define and understand local grade variability.

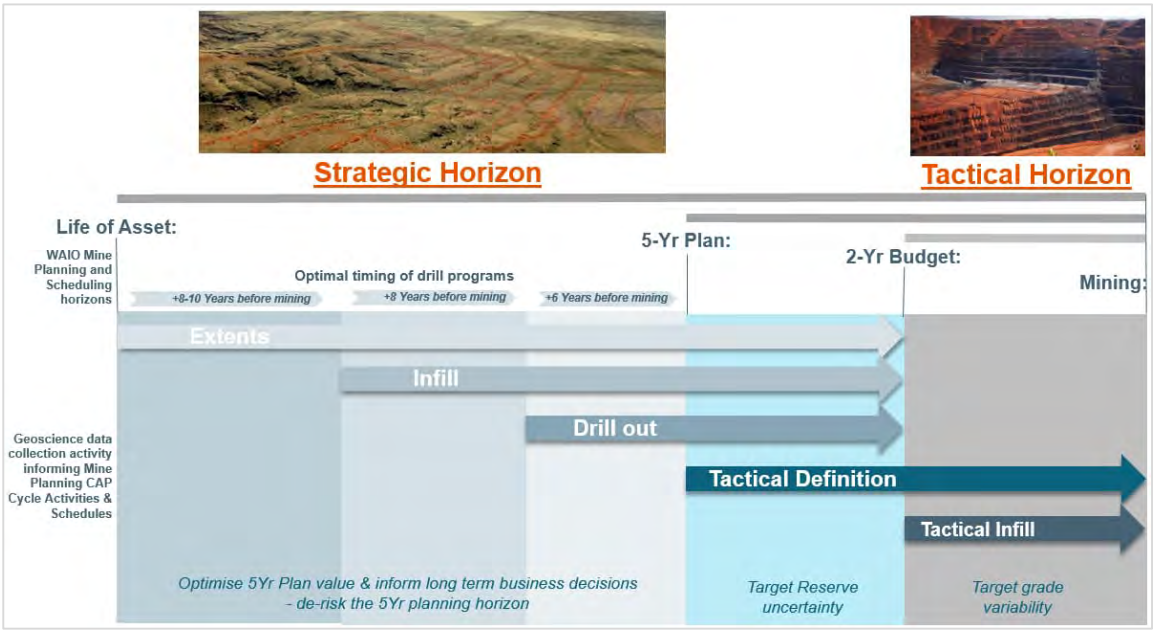


Figure 7-1: WAIO Exploration Drilling Strategy

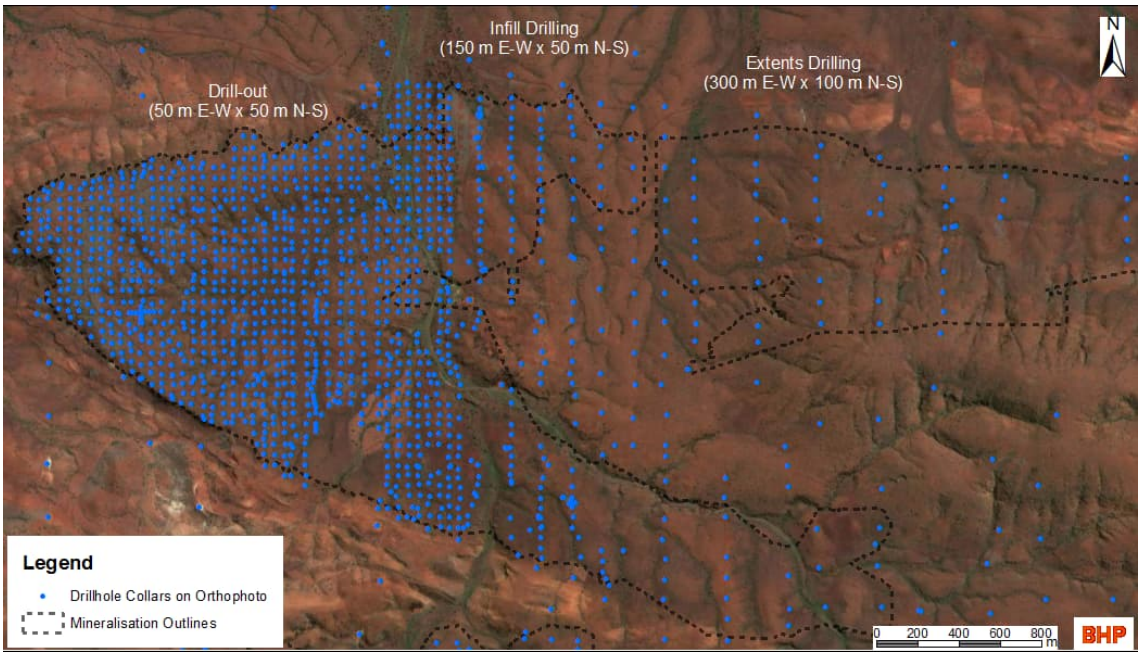


Figure 7-2: Map showing Typical Stages of Strategic Drilling for resource evaluation

Execution of Planned Drill Programs – Once a drill program has been planned, details of the planned holes (including collar locations) are communicated electronically to WAIO field teams for execution. In the past field teams used to physically peg the location of the collars on the ground using high precision GPS systems prior to pad clearing. About six years ago, the earthworks machinery was enabled with Trimble GuidEx navigation systems to guide the operator to planned collar locations and clear the drill pads for the drilling rigs. After batches of drill pads have been cleared, drill rigs move in and drill the holes at the planned locations.

Collar and Downhole Deviation Surveys – After holes in a program are drilled, the WAIO survey team picks up the collar coordinates using high-precision RTK GPS systems. These co-ordinates are uploaded electronically to WAIO's internal drill hole database. The downhole deviation surveys are undertaken using geophysical tools. Further details of collar and downhole deviation surveys are described in the Section 7.2.4.

Drill hole Logging and Sample Collection – Drill holes are logged for down hole geology using standard stratigraphic and mineralisation codes. Logging information is collected in the field and entered into WAIO's internal drill hole database using a computerised field logging system, which includes controlled input through drop down lists and inbuilt validation checks to isolate erroneous data at the earliest possible stage.

Methods for collecting RC chip and DD core samples in the field for assay and other tests are described in Section 8.1.1. The DD core sampling for geotechnical and geometallurgical purposes are described in Section 7.4.1 and Section 10.1 respectively.

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Downhole Geophysical and Televiewer Surveys – Downhole geophysical and televiewer surveys are important parts of the drilling procedure as these provide reliable information for downhole geological interpretation in the Pilbara. Details of these surveys are described separately below in Section 7.2.3.

7.2.3 Downhole Geophysical and Televiewer Surveys

All holes are downhole surveyed using various geophysical tools to collect physical and chemical properties inherent in the target rock formation. These surveys help with understanding the lithology, density and structure of the rocks intersected during drilling and inform geological, geotechnical and hydrological interpretations.

Routine downhole geophysical surveys or wireline logs are as follows:

- **Natural Gamma** – All drill holes are surveyed with data acquired both within the drill string and 'open-hole' (i.e., once the drilling process has been completed and the drill rig has moved away from the hole). Downhole data is acquired both while the tool is lowered in the hole and again when the tool is pulled out. Where there is a discrepancy between these datasets, the open-hole survey results are regarded as the standard.
- **Caliper** – The tool measures the diameter of the drill hole by monitoring the change in the angle of the caliper arm(s) that touch the drill hole sidewall. All boreholes are logged first with a 3-arm caliper to test the hole condition before committing to tools with a nuclear source. A caliper log is also used to compensate downhole density data and calculate the correct dip of structures interpreted from televiewer images.
- **Density** – A dual receiver gamma-gamma density tool measures the electron density of the formation surrounding the drill hole, which is then converted to an in-situ bulk density measurement. The measurement is adversely affected by severe caving in the borehole. Caliper data identify caved zones where density data is excluded from subsequent analysis. Downhole density data is utilised in resource modelling to deliver resource tonnage in the ground.
- **Magnetic Susceptibility** – The magnetic susceptibility data informs zones where orientation measurements using a magnetometer-based system may be inaccurate, including drill hole path surveys and structures interpreted from televiewer. Magnetic susceptibility logs are also used to validate interpretation of detrital stratigraphy and for assessing asbestos risk.
- **Electrical Resistivity –** Resistivity tools measure the capacity of the medium to carry electrical current away from the tool in response to an induced current. Electrical resistivity measurements are made both in the fluid in the drill hole and

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in the surrounding rock formation and are used primarily to identify the water table depth in the drill hole at the time of logging.

- **Drill hole Imaging for structural information -** Optical and Acoustic Televiewers are oriented drill hole imaging tools and are used to deliver structural information to guide geological interpretations and geotechnical engineering slope stability studies. Structural data collected is accurate to within 5 degrees, which is considered within the limits of manual 'picking' of features.

7.2.4 Drilling, Sampling or Recovery Factors

A number of drilling, sampling, or recovery factors that could materially affect the accuracy and reliability of results and the Mineral Resource estimates are tracked and analysed routinely. Some of these checks are described below.

Sample Representativeness – Based on long-term reconciliation results of production versus resource and reserve estimates, the RC drilling method is considered representative for iron ore mineralisation styles in the Pilbara. Furthermore, as described under drilling hole planning in Section 7.2.2, these RC holes are drilled in a regular grid pattern to ensure samples collected represents the various types and styles of mineralisation and the mineral deposit as a whole. Drillholes are drilled as close to perpendicular to the mineralisation as possible as to avoid any sample bias.

RC Sample Recovery – Sample weight is used as a proxy for recovery in the case of RC drilling. Calculations based on the standard volume of a three-meter RC sample and average rock densities suggest that 80% recovery translates to at least a 3 kg RC sample. Thus, three-meter samples weighing less than 3 kg show under-recovery

Sample weights are recorded and analysed routinely. On average, less than 15% of the RC samples show under-recovery due to a combination of factors including stratigraphy, depth and weathering. However, under-recovery is less than 10% in the major target stratigraphic members of the Brockman Iron Formation and Marra Mamba Iron Formation. In the QP's opinion, this is not considered to be a material risk to the accuracy and reliability of results and the Mineral Resource estimates.

DD Core Recovery – The length of recovered core is recorded for each run and data is analysed routinely. Long term results indicate that less than 10% of drill intervals show less than 80% recovery. In the QP's opinion, this is not considered to be a material risk to the accuracy and reliability of results and the Mineral Resource estimates. Diamond drilling for geotechnical and geometallurgical purposes is carried out in separate dedicated campaigns and core from each program is treated separately giving due consideration to the recovery based on the intended use. Assays from core samples are used sparingly in resource estimation after proper data validation. In the qualified person's opinion core recovery results are considered acceptable for their intended use.

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Drill Hole Collar Survey – Historical drill hole collars were surveyed using traditional terrestrial based techniques, including trigonometric heighting and gridding by theodolite, prior to adoption of the current GPS-based practices circa 2000. Since 2000, all drill hole collars are surveyed using a Real Time Kinematic (RTK) or Post-Processed Kinematic (PPK) Global Positioning System. About 5% of each drill program is re-surveyed for quality assurance and quality control (QAQC) purposes. The minimum positional accuracy requirements for collar surveys are 30cm horizontal and 10cm vertical.

All surveys are referenced to the Geocentric Datum of Australia 1994 (GDA94) and the Australian Height Datum (AHD). Current practices are based on industry standards and best practice.

Downhole Deviation Survey – Hole path is surveyed in all holes in open hole (i.e., with no steel casing) with a 3-axis magnetometer, which measures both the dip amount and dip direction (sampled every 10cm downhole, but de-sampled to 5 m to compute the hole path). An in-rod gyroscopic hole deviation survey is conducted for all holes longer than 250m and for drill holes which will inform slope stability and other geotechnical studies, to insure against potential loss of ability to obtain the data due to hole collapse or blockage once the drill rods are withdrawn. For QAQC purposes, at least 5-10% of holes in each drill program are re-surveyed.

The deviation control is designed to identify ‘kinks’ in the hole path at the scale of the length of a steel drill rod, since it is not physically possible to bend a 3m cylindrical steel rod significantly, or to fit the solid steel rod down the hole if the bit deviates too much (i.e. the rig will bog). All kinks are investigated to flag errors that could potentially affect modelling and hence materially affect the resource estimate.

In the QP’s opinion, the processes outlined above are adequate and meet the requirements for the intended use. The QP is also not aware of any material factors that would affect the accuracy and reliability of the results.

7.2.5 Plan View showing Locations of All Drill Holes and Summary Results

This technical report summary does not include any exploration results that are not part of WAIO’s disclosure of Mineral Resources or Mineral Reserves. All exploration and drilling results on this property have been used for estimating Mineral Resources and Reserves.

As described in Section 7.2.1 above, over 145,000 exploration drill holes for a total of 11,400km (including 8,300km Reverse Circulation and 773km diamond core) have been completed by WAIO on its tenements for the purpose of resource identification and definition from the 1950’s until the end of 2021.

The QP is of the opinion that the spacing, spatial extents, drilling methods, and sample quality for WAIO deposits, are acceptable for the purpose of geological modelling and estimation of the Fe mineralisation.

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Plan views showing the locations of drill holes and summary results for each of the mining areas, namely Newman, Jimblebar, MAC, South Flank and Yandi, are shown in Figure 7-3, Figure 7-4, Figure 7-5 and Figure 7-6 respectively. Cross-sections of drilling results with respect to interpretations of geology and mineralisation have already been provided in various figures in Section 6.2.

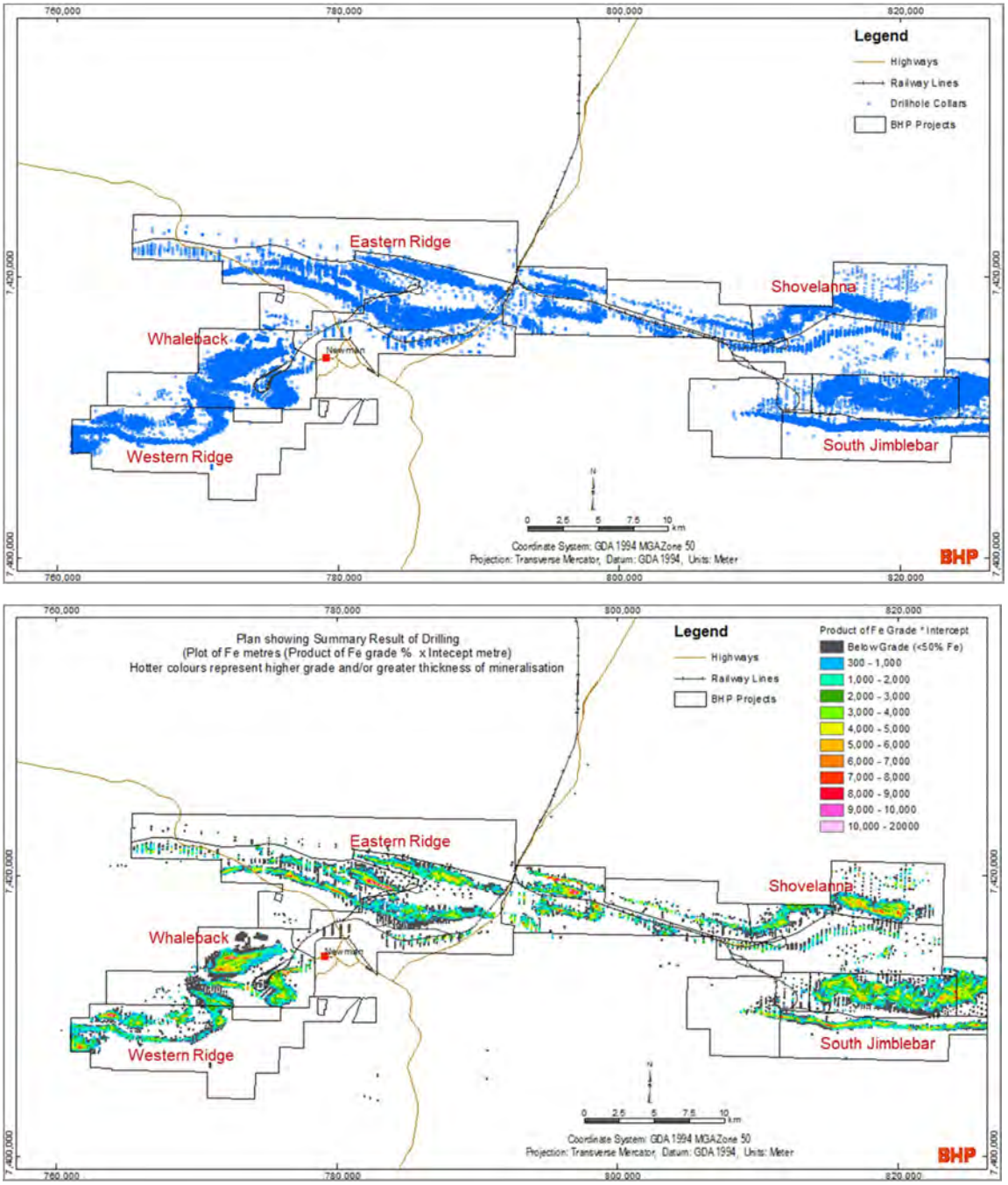


Figure 7-3: Plan showing Location and Summary Result of All Drill Holes – Newman Area

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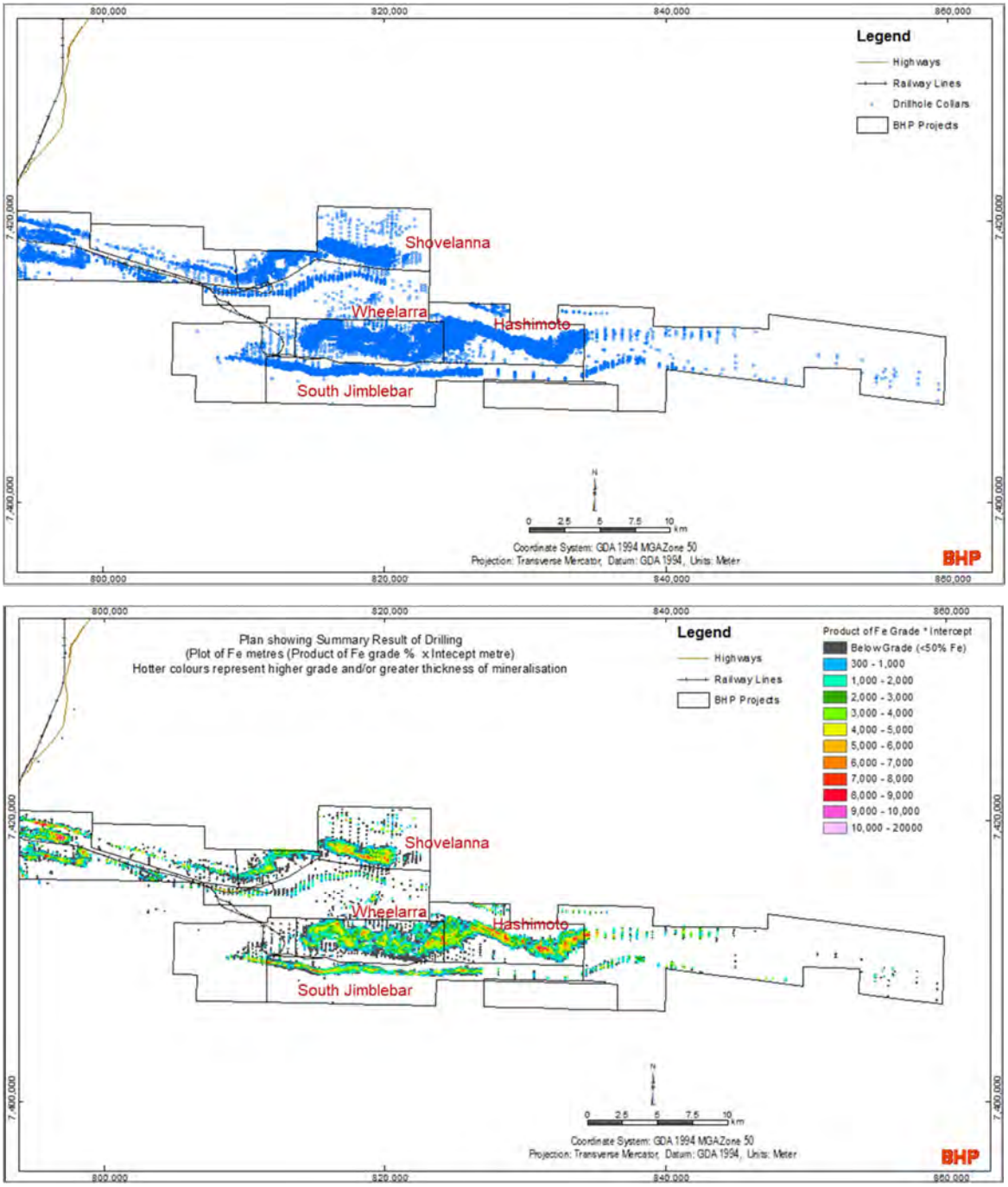


Figure 7-4: Plan Showing Location and Summary Result of All Drill Holes – Jimblebar Area

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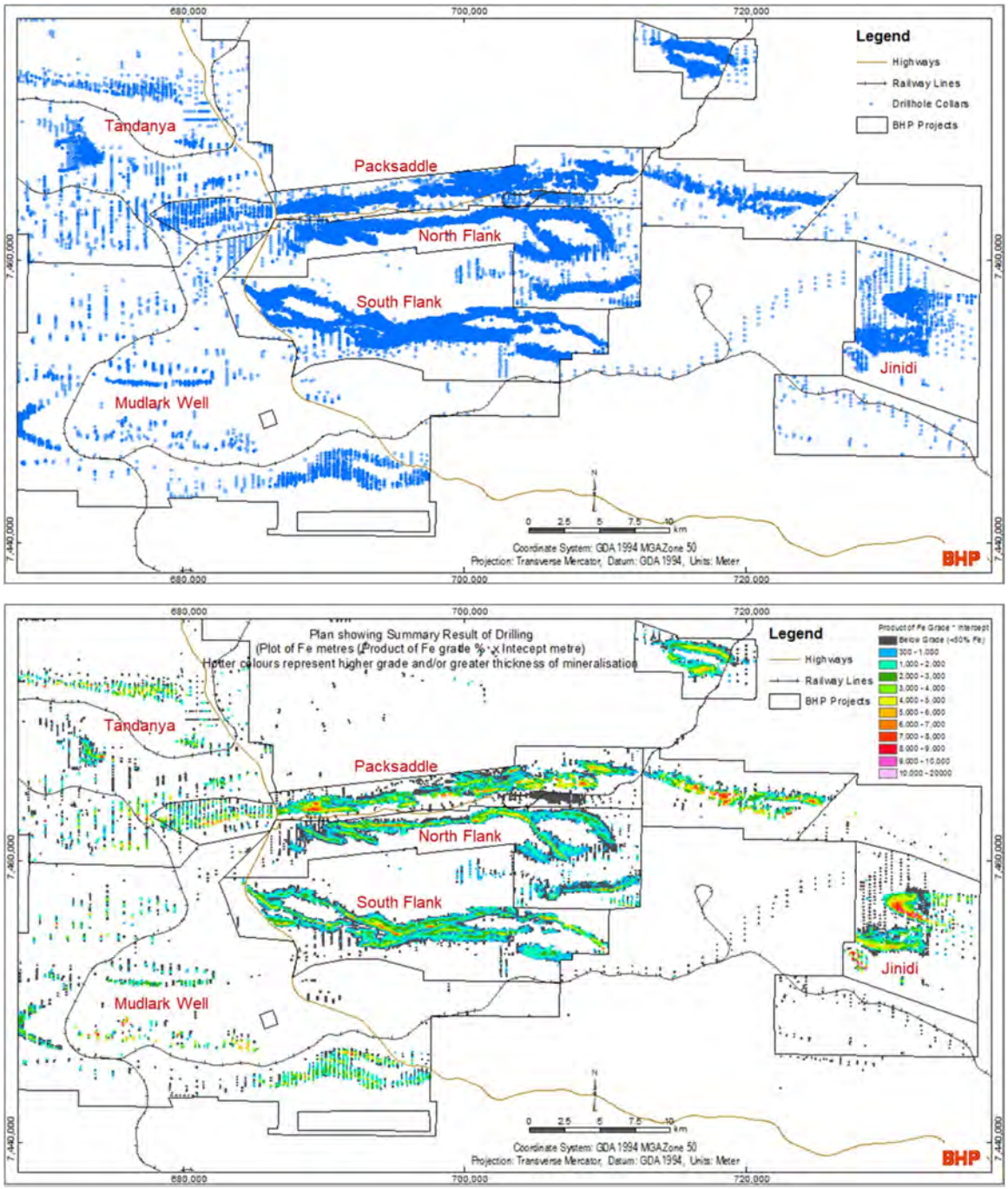


Figure 7-5: Plan View Showing Location of All Drill Holes – MAC and South Flank Area

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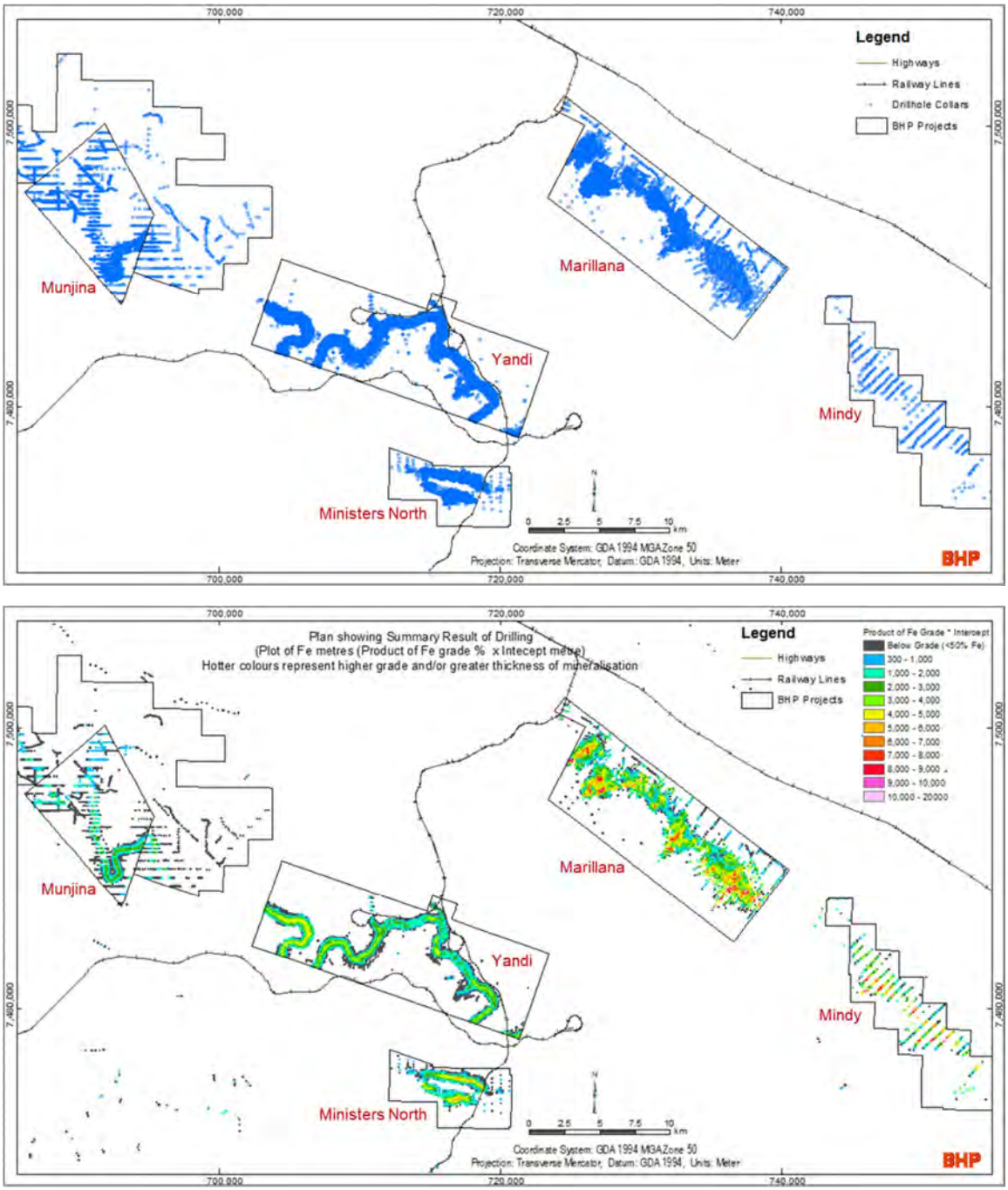


Figure 7-6: Plan Showing Location and Summary Result of All Drill Holes – Yandi Area

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7.3 Characterisation of Hydrogeology

Hydrogeological investigations are completed for new bore fields, for greenfields operations, or for environmental purposes. The investigations are appropriate to the scale of the development and its potential implications.

Surface water studies are done to support proposed greenfields or brownfields developments that interact with overland flows. The investigations are appropriate for the business or environmental risk they address.

The approach to operational water management is in accordance with WAIO's internal Water Management Standard and associated guidelines. These documents provide a framework to address the main categories of water risk:

- sustainable life-of-mine water supplies are delivered;
- dewatering commences well in advance of mining;
- surplus water management is flexible and in line with regulatory expectations;
- effective wet weather management exists;
- safe potable water supplies are delivered; and
- environmental and community impacts are managed.

7.3.1 Nature and Quality of Sampling Methods

Hydrogeological data is collected using the following five main methods:

1) by establishing groundwater piezometers during exploration programs to ensure early baseline data;
2) through specialised hydrogeological investigation programs of bore construction and aquifer testing;
3) during installation of dewatering, supply and Managed Aquifer Recharge bore fields;
4) through installation of surface water monitoring points; and
5) through ongoing monitoring of water level and water quality at established monitoring points in regional, baseline or operational areas.

For in-bore installation programs the data types recorded include lithological description, standing water level, water inflows, bore construction and wellhead water chemistry. Bores are drilled (Rotary mud, Down Hole Hammer or Dual Rotary) and constructed in accordance with the "Minimum construction requirements for water bores in Australia" (National Uniform Drillers Licensing Committee 2020).

7.3.2 Type and Appropriateness of Laboratory Techniques

No laboratory techniques are used for testing groundwater flow parameters; instead key hydrological data, such as aquifer response data and stream flow data, are gathered in-field. Where chemical analysis of water is required, sampling and analysis is undertaken by National Association of Testing Authorities (NATA) accredited contractors.

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7.3.3 Results of Testing and Material Assumptions

Aquifer testing by WAIO varies from short term efficiency testing through to extended trials that represent operational conditions on the aquifer. Where available, the time-series data from operational dewatering and supply bore fields is considered to provide the best hydrogeological characterisation and is interrogated closely. Aquifer parameters (permeability and transmissivity) are derived from the test pumping analysis, where qualified personnel use current methodologies (recording of pumping rates, pumping bore water level, water levels in surrounding bores, and pumped water quality during the test) and type curves for fractured rock aquifers. This information, along with the geological and hydrochemical data, is used to conceptualise the aquifer and inform groundwater models.

7.3.4 Groundwater Models and Characterisation of Aquifers

Hydrogeological investigations are completed for new bore fields for mine operations or for environmental purposes. The investigations are appropriate to the scale of the development and its potential implications and meet local regulatory requirements.

Surface water studies are completed to support proposed mine developments that interact with overland flows. The investigations are appropriate for the business or environmental risk they address.

Hydrogeological models in relation to mining are described in Section 13.2.4.

7.4 Geotechnical Data, Testing and Analysis

7.4.1 Nature and Quality of Sampling Methods

Targeted geotechnical triple tube diamond drilling is carried out to collect structural, geological and geotechnical data. The amount of this type of drilling varies year on year, depending on the pit design requirements, with approximately 14,400m drilled over the last five years.

The triple tube drilling technique is well known for causing minimal disturbance of the rock strata and for recovery of high-quality core samples. Core is wrapped in plastic at the rig before logging at a local core shed facility to help preserve in-situ character. This enables the effective evaluation of material properties for the acceptable risk and economic design of pit walls. Three types of data are typically collected using geotechnical core logging techniques. These include:

- Interval data (properties that describe the type and quality of the rock mass)
- Point data (characteristics of specific defects that intersect the core)
- Sample data collected for geotechnical laboratory testing (samples taken from the core and tested for physical properties such as strength, mineralogy, etc.).

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Samples are selected in accordance with WAIO's geotechnical logging manual, comprising minimum length, uniformity of character and the absence of defects or clasts that may render inaccurate results in triaxial and Uniaxial Compressive Strength (UCS) tests. Samples are wrapped and sealed as soon as practical to preserve natural moisture content prior to testing.

The purpose of the physical properties samples is to understand the strength of different rock types using pieces of core taken from geotechnical DD holes and sent to a laboratory for testing. Testing criteria is initiated at the commencement of each drill program with minimum length and defect parameters guiding physical sample selection during the respective program.

The parameters collected from a drilling investigation are then validated against field and laboratory tests, which then are used as inputs into a geotechnical model to generate a slope stability analysis.

Rock interval data is collected during the logging process and informs rock strength analysis. Rock point data covers rock defect joint condition characteristics such as Joint Roughness Coefficient, Joint Wall Strength, Infill, Infill thickness and Joint Weathering. All geotechnical data collected from rock materials are inputs into the Rock Mass strength estimation and utilised in conjunction with structural or discontinuity measurements.

Soil interval logging applies to the logging of soil strength for materials found across BHP deposits. The logging of these materials describes the soils for geotechnical purposes, in accordance with Australian Standard AS1726-1993.

Rock Quality Designation (RQD) is one of the parameters used in calculating the Rock Mass Rating of the unit. It is a measure of the quality of the rock mass. RQD is only logged for intact core with strength >1MPa.

QAQC of core logging is undertaken on a regular basis for each geotechnical diamond drilling program.

7.4.2 Type and Appropriateness of Laboratory Techniques

Typical laboratory tests are listed below and are performed at E-Precision Laboratory Pty Ltd, Perth, which has been NATA accredited since 2013 (Accreditation # 19078; site # 21509). This laboratory is independent of BHP.

- Uniaxial Compressive Strength (UCS) testing on all rock strength materials.
- Consolidated Undrained Triaxial Strength testing along with measurement of pore water pressure with associated industry-standard Atterberg limits and particle size distribution on all soil strength materials.
- Direct Shear testing on rock defects.

These Uniaxial Compressive Strength (UCS) and direct shear tests are well recognised as best informing the intact rock strength and defect strengths of the samples for consideration in conventional rock mass strength models such as the Hoek-Brown failure criterion and various defect strength models for use in slope design.

The triaxial tests are recognised as rigorous effective stress tests informing soil strengths of the sample whilst the Atterberg limits and particle size distribution results classify various soil types.

These laboratory techniques are widely used in the mining industry and have been successfully used in slope design of open-pits at WAIO over a long time. Therefore, in the QP's opinion these techniques are appropriate for the intended purpose.

7.4.3 Results of Laboratory Testing and Material Assumptions

Laboratory test results are subject to validation by Geotechnical Engineers according to WAIO internal procedures, which require, among other things, that invalid test results be discarded. The results are used to create geotechnical models and define parameters for input into pit slope design as described in Sections 13.2.1, 13.2.2 and 13.2.3.

As the same geological units are consistently encountered across WAIO deposits, in some cases strengths from statistical databases have been used if local data are lacking. These have been externally peer reviewed before use. Both 50th and 25th percentile values are used in analyses. The 25th percentile is assessed to cater for geographic uncertainty. Slope angles are adjusted until stability results meet threshold acceptance criteria.

7.5 Exploration Target

This report does not include any exploration results that are not part of WAIO's Mineral Resources or Mineral Reserves. No exploration targets are being reported.

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8 Sample Preparation, Analysis, and Security

WAIO sampling and analysis protocols are established in line with BHP Technical Standards for Sampling, QAQC and Chain of Custody. QAQC steps as per the WAIO Geoscience QAQC Procedure are outlined in this section.

8.1 Sample Collection and Preparation Methods – Field Procedure

8.1.1 Sample Collection Methods

Since the early 2000's, the methods of sample collection for resource definition are mainly through two types of drilling - predominantly (95% to 98%) reverse circulation (RC) face hammers (140mm diameter) and to a lesser extent (2% to 5%) HQ (63.5mm diameter) and PQ (85mm diameter) triple tube diamond core (DD).

The sampling protocol was subjected to heterogeneity test programmes according to Theory of Sampling principles and was found to be appropriate for the style of mineralisation sampled. The WAIO heterogeneity test was supervised by an external independent consultant (Agoratek International Inc, Vancouver, Canada). The Qualified Person has reviewed the findings of the studies and considers the processes to be reasonable for the style of mineralisation.

RC Samples – The method of sampling RC chips uses a vertical, static cone splitter which is adjusted to produce a 6% split of the total mass from each 3m sampling interval for laboratory processing and analysis (which amounts to approximately 5kg).

When required, duplicate samples are taken simultaneously from a secondary chute of the cone splitter to monitor sampling precision. The current RC drilling procedure requires the injection of water at the bit to mitigate any risk of exposure to excessive dust or fibrous material; this practice produces wet samples of slurry consistency and is now required as a drilling standard.

Historically, riffle splitters were used for sampling reduction at RC drill rigs, but this practice was phased out in 2005 with the availability of more robust and versatile sampling systems. Also, for a period from 2011 until 2012, rotary cone splitters were used at some RC drill rigs.

Routine RC samples are collected over 3m drilling intervals in Bedded Iron Deposits (BID) and 2 m intervals in the case of Channel Iron Deposits (CID).

More details on the WAIO sampling and analysis protocol for RC samples are given in Section 8.2.

DD Samples – Diamond core is sampled primarily at 1.5m intervals for HQ diameter and 1.0m for PQ diameter as per geometallurgical and geotechnical requirements. The majority of diamond core is drilled for geotechnical or geometallurgical analysis. The full drill core is sent to the laboratory for test work.

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8.1.2 Sample Security and Chain of Custody

Figure 8-1 summarises the sample process steps starting from collection in the field to preparation at the laboratory and finally receipt / reconciliation of assay data. Measures taken to ensure the sample security are listed below.

1. A reconciliation step is completed by field assistants at the time of sample pick-up from the drill pad. Drill hole identifications (IDs) and sample counts, which have been logged by field geologists, are reconciled against samples physically present on the pad.
2. A Request for Analysis (RFA) is generated using a web-based dispatch application, which populates samples directly from the database.
3. A laboratory sample receipt (LSR) is returned to the Geochemistry Team upon sample receipt at the laboratory. The laboratory reconciles samples received against samples identified on the RFA.
4. All assay data is cross-checked using an automated script that compares assay certificates from the laboratory with the data loaded into the database.

Issues identified at any reconciliation stage are investigated immediately.

A portion of at least 100 g of pulverised material (pulp) for every assayed sample is stored at an independent privately owned (Silk Logistics) warehouse facility in Perth for five years. Pulp packets are organised by batch and are then stacked on pallets and records maintained by WAIO.

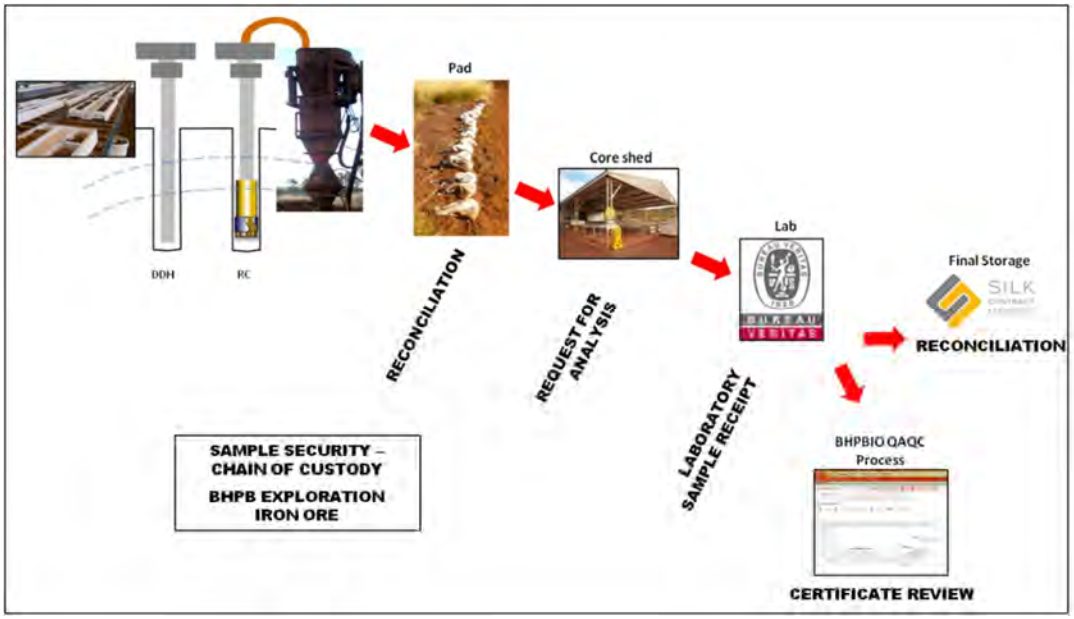


Figure 8-1: WAIO Chain of Custody

Furthermore, the Chain of Custody protocol allows for tracking of drill samples from drill start to final upload to the BHP Master Database. WAIO keeps a regular track of the sample turnaround times. Total turnaround time from sample collection to analytical result averaged around 45 days for RC samples in FY2022 (Figure 8-2). Geometallurgical drill core follows different processes and is not included here.

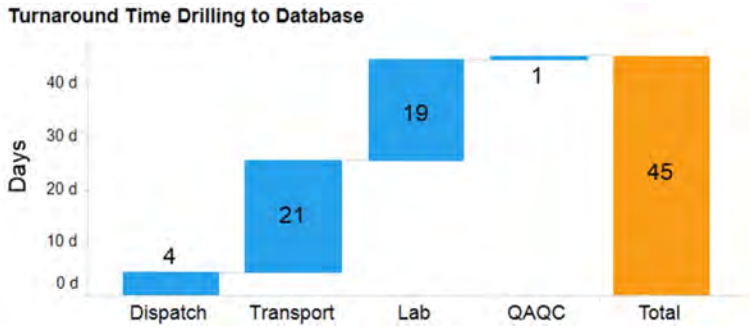


Figure 8-2: Turn-around Time from Drill-stop to Data Approved in Database for FY2022

8.2 Sample Preparation, Assaying and Analytical Procedures

8.2.1 Name and Location of Laboratory, Relationship and Certification

Samples are transported in batches by road from the site to the following laboratories for further sample preparation and assaying.

1. Bureau Veritas Geo-analytical, Perth for all drill samples for routine assays (XRF and TGA) and spectral analysis.
2. ALS Iron Ore Technical Centre (IOTC), Perth for drill core intended for metallurgical test work.

Both these laboratories are ISO 17025 certified and National Association of Testing Authorities (NATA) accredited laboratories and independent of BHP.

8.2.2 Sample Preparation and Analysis Protocol at Laboratory

After sample receipt at the laboratory and finalisation of the reconciliation process, the laboratory proceeds with sample preparation and analysis in coherent batches as per contract items prescribed on the Request For Analysis (RFA). The protocol followed by the laboratory is customised to WAIO requirements and includes controls for the different steps of comminution, assaying and for integrity of reported results.

RC sample preparation requirements at the assay laboratory are as below and WAIO sampling and analysis protocol is shown schematically in Figure 8-3.

- Dried at 105ºC ±5ºC and sample weights recorded (ISO 3082);
- Crushed to a nominal top size of 2.8mm (90% passing);

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- Representatively divided to a nominal mass of 2.5kg (or the entire sample if less than 2.5kg), with the mass of every sample recorded after division (unless otherwise specified by BHP);
- Pulverised to a top size of 160 µm (95% passing);
- Representative sub sample of 200 g for XRF fused disc preparation;
- Representative sub-sample for spectral analysis (VNIR-SWIR and FTIR) (see Section 8.2.3);
- Preparation of lithium-borate (flux) fused bead for XRF analysis; and
- Representative sub-sample of 1 g for LOI analysis performed at 1000 ºC (ISO 11536).

A heterogeneity test was conducted in order to quantify the fundamental sampling error (FSE) of the sampling protocol, or the minimum achievable error given the various stages of mass reduction as defined by the sample collection and preparation process. The FSE results indicated that WAIO sampling and analysis protocol is suitable for WAIO mineralisation types.

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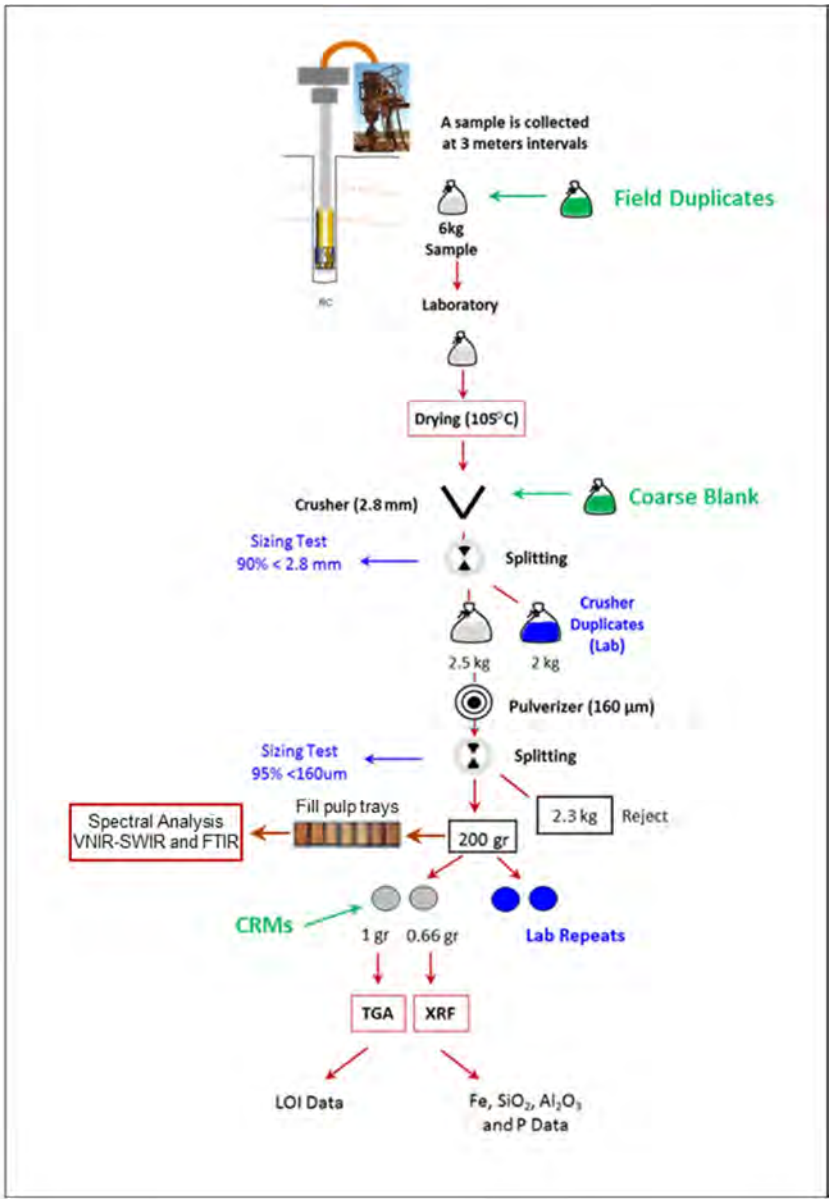


Figure 8-3: WAIO Sampling and Analysis Protocol

8.2.3 Analytical Methods

Chemical Analysis for Assays - X-ray fluorescence (XRF) Fused Disc and Thermo-gravimetric Analysis (TGA) are the main analytical methods.

The XRF Fused Disc Method works by bombarding the sample with focused X-rays. These rays are absorbed by the sample resulting in photons being emitted by different elements in the sample. The number of photons is proportional to the concentration of the element. Robotic TGA measures the amount and rate of change in the weight of a material as a

function of temperature or time in a controlled atmosphere. WAIO utilises this technique to measure Loss on Ignition (LOI), which is the percentage loss in weight of an ignited sample once it has achieved a constant weight at the specified temperature of 1000 °C. The laboratory is required to report LOI results to two decimal places.

The detection limits of XRF assay reporting requirements are listed in Table 8-1.

Table 8-1: Routine XRF assay reporting requirements for XRF Fused Disc Method

Analyte	Fe Total	Al_2O_3	SiO_2	P	CaO	K_2O	MgO	Mn total	Na_2O	TiO_2	S total
Detection limit	0.01	0.01	0.001	0.001	0.001	0.001	0.001	0.001	0.001	0.01	0.001
Unit	%	%	%	%	%	%	%	%	%	%	%

Spectral Analysis for Mineralogical Information – In addition to chemical assays, mineralogical data are acquired for all routine samples using visible to infrared spectroscopic wavelength analysis. Data are collected by a combined Auto-Spectral Density (ASD) - Fourier-Transfer infrared (FTIR) spectrometer laboratory set up at Bureau Veritas in Perth. The ASD TerraSpec 4 Hi-Resolution Visible-near to Shortwave infrared (VNIR-SWIR) spectrometer is set up in line with a FTIR instrument, collecting the visible-near to shortwave, to mid-infrared and thermal wavelength range of the electromagnetic spectrum on the same pressed pulp for each sample. System calibration is controlled through daily measurements of a Spectralon plate with spectral standards. The collected hyperspectral data undergoes further quality controls using internal reference material (blanks, duplicates). A calibrated algorithm developed by WAIO converts the spectra into mineralogical information.

The combined spectra of the ASD and FTIR system are used semi-quantitatively for interpretation of the mineralogical information by WAIO geologists.

8.3 Quality Control Procedures/Quality Assurance

The WAIO QAQC program prescribes controls conducted by the assay laboratory as per contractual agreement and controls inserted by BHP WAIO staff in the field (Table 8-2 and Table 8-3). The latter comprises approximately 10% of the samples submitted to the laboratory for chemical analysis. WAIO control samples include Certified Reference Materials (CRM), duplicate sample splits from RC drill holes, and blanks. Each control has specific objectives in the process of mechanical preparation of samples and analysis. All WAIO standards are matrix-matched CRM prepared by Ore Research and Exploration (OREAS), an independent company that specialises in customised CRM preparation. Standards are custom-made by OREAS for BHP WAIO Geoscience and use the “pigeon pair” method, by which two standards of similar grade are slightly offset so that the laboratory cannot differentiate between the two thus increasing effectiveness of the control.

Table 8-2: QAQC Controls for Sample Preparation at the Laboratory

Control	Frequency	Measure

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Sizing in Crushers	1 sample by Batch. Target: 90% passing 2.8 mm	Protocol compliance
Sizing in Mills	1 sample by Batch. Target: 95% passing 160 µm	Protocol compliance
Coarse Blank	1 in 50 samples Target: >95% samples not contaminated	Contamination in sample preparation (sample integrity)
Laboratory Duplicate	A split after crushing 1 in 25 samples Target: Unbiased absolute relative difference<10%	Precision in sample preparation (comminution and mass reduction)
Laboratory Repeat	Second split of pulverised material 1 in 25 samples Target: Unbiased absolute relative difference<5%	Precision in sample preparation and assay (comminution and mass reduction)

Table 8-3: WAIO Controls for RC and Diamond Drilling Samples

Control	Frequency	Measure
Field Duplicate (RC only)	Fixed intervals after primary samples ending in **15, 30, 60** and **90**	Precision of sampling process
Coarse Blank	For RC drilling and Diamond core sampling: Fixed intervals as sample bags ending **00, 35** and **70**	Contamination in sample preparation (sample integrity)
CRM (standards)	A random mix of CRM inserted at fixed intervals as samples ending in **01, 36** and **71**	Analytical accuracy
Sample Weight (RC only)	All Field Duplicates	In field control on Sample Collection and Recovery

Data collected as per the above QAQC program protocol is evaluated in the short term, middle term and long-term horizon with actions in place to provide feedback and recognition to build on good results and capture opportunities for further improvement of processes.

- A daily QAQC checklist is used in the field by the drill crews and audited by drilling contractor supervisors to ensure sample collection at the rig. Field duplicate weights are routinely collected at the drill rig as a means of real-time monitoring recovery and field duplicate repeatability.

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- The QAQC process is monitored daily “Short Term QAQC” and monthly “Middle Term QAQC”:
    - Assay results are securely transferred to the WAIO database immediately following completion at the lab. Assay results and QAQC controls are then reviewed on a web-based QAQC application designed by the Geological Data Management Team (GDMT). QAQC validation criteria are programmed into the database such that any potential QAQC issues are automatically flagged for review by a Geochemist.
    - A monthly review of QAQC results is undertaken with the aim of analysing trends or bias over time. The review includes analysis of sample collection, recovery, precision, accuracy, turnaround time, drill rig performance and data availability.
- A general overview of QAQC results is prepared on a monthly basis. It should be noted that the monthly QAQC updates also include data for RC drilling inside the mining gates for Short Term Geological Modelling that follow the same QAQC process as Strategic drilling.
- QAQC results specifically targeting rig performance are provided to drilling contractors on a monthly basis, and action plans are put in place where issues are identified. This process ensures that good performance is recognised and areas for improvement are actioned, thereby closing the sample cycle from drilling to database.
- WAIO monitors Field Duplicate weights collected by drill crews using an online Dashboard for near ‘real-time’ performance feedback.
- QAQC measures at the laboratory include routine audits and unannounced visits, with the aim of ensuring that the laboratories are working according to procedure and supervising sample integrity. Issues are discussed with the laboratory managers, and an action plan is developed to address any problems.
- The long-term QAQC process takes the form of focused, deposit-specific reports on drilling campaigns. Annual risk reviews are completed to verify that critical controls are in place and effective.

In the opinion of the QP, the review of the controls across relevant time horizons and focus areas is adequate to ensure quality standards are maintained

8.3.1 Sample Collection Controls and Results

Drill crews at all RC drill rigs have scales to monitor sample collection in the field. Field duplicates are collected approximately every 25 samples (4 in 100). Figure 8-4 shows good performance by the drill crews in sample collection: primary and duplicate sample weights

correlate well (r^2=0.77, r^2 being the coefficient of determination) and most duplicate sample weights (75.1%) are within 20% difference from the primary sample weights.

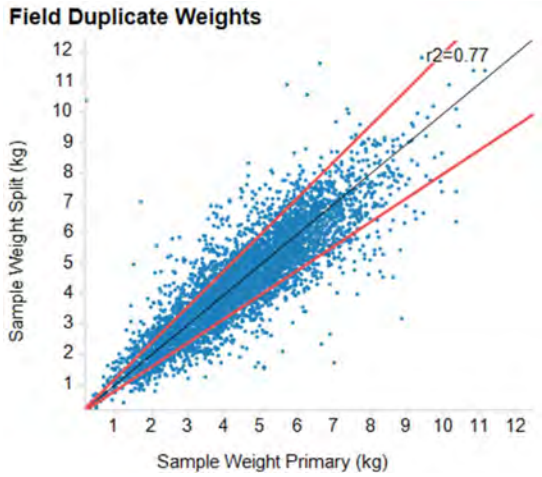


Figure 8-4: Field Duplicate Weight Data for FY2022

Red lines indicate 20% difference from primary sample weight

8.3.2 Field Duplicate Checks and Results

Duplicate samples are collected at a ratio of 4 in 100 samples to evaluate sampling precision at RC drill rigs. During FY2022 a total of 4,896 field duplicates were collected at 12 RC rigs working in active work areas. The acceptance limit for relative error for field duplicates is set at 15%. Results for FY2022 are acceptable and consistent with results from previous years (Table 8-4).

Table 8-4: Summary of field duplicate results

Global	Relative Error	Absolute Error
Fe	3.44%	1.37%
Al_2O_3	10.66%	0.64%
SiO_2	7.51%	1.56%
P	4.46%	0.006%
LOI	4.30%	0.34%

*Note 1: Relative Error (%) = (√Relative Variance)*100. Note 2: Absolute Error = Standard Deviation of the difference of paired samples (duplicate-primary). Note 3: From overall 4,896 field duplicates, 107 outlier results (2.2%) are not included in the analysis (Z-Score ranking >5 for individual analytes).*

8.3.3 Sample Preparation Controls and Results

Sizing Analysis – Sizing checks of crusher duplicates and pulp repeats are routinely performed by the assaying laboratory and monitored by WAIO on a quarterly basis. This practice is a part of the internal QAQC process at the laboratory: when the samples do not meet expectations at the crusher and mill stage, the whole batch is re-processed.

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The performance gate for sizing after crushing is 90% passing through a sieve with 2.8mm mesh size. After pulverisation, samples are checked routinely for percent passing through a 160 µm sieve and must have at least 95% passing.

Crusher Duplicates and Pulp Repeats – A second split after crushing was taken from 6,706 samples analysed by Bureau Veritas in FY2022. The performance gates allow a maximum relative error of 10%. In addition, a second aliquot of pulverised material from a total of 6,659 samples was analysed to test repeatability of the results. Duplicates after crushing and pulverisation are taken at a ratio of 1 in 25 samples. The performance gates are set at a relative error of 5%. Results are shown in Table 8-5 and this data is in line with expectations.

Table 8-5: Summary of Duplicate Results after Crushing and after Milling

(Crushing to 2.8mm (N = 6,706) and pulverisation to 160µm (N =6,706))

	Crusher Duplicates		Pulp Duplicates	
Analyte	**Relative Error**	**Absolute Error**	**Relative Error**	**Absolute Error**
Fe	0.72%	0.24%	0.17%	0.06%
Al_2O_3	2.03%	0.09%	0.83%	0.03%
SiO_2	1.45%	0.27%	0.36%	0.06%
P	1.43%	0.001%	1.23%	0.001%
LOI	1.02%	0.07%	0.46%	0.03%

*Note 1: Relative Error (%) = (√Relative Variance)*100. Note 2: Precision = 100% - Relative Error (%). Note 3: Absolute Error = Standard Deviation of the difference of paired samples (duplicate-primary).*

Blanks – Blanks are inserted at a ratio of 3 in 100 samples to assess Fe contamination during the preparation process. During FY2022, a total of 3,801 granite blanks (Blankgran) and 78 quartz blanks (Blankqtz, Geometallurgical only) were inserted.

The granite blanks show chemical variability and are subject to natural fractionation trends (granite, granodiorite and diorite); a correlation between Fe and TiO2 is used to determine the Fe limits according to this natural trend. The natural Fe content of a granite (low TiO_2) is expected to be lower than that of a diorite (high TiO_2). Contamination is monitored by comparing measured Fe relative to measured TiO_2. Of all blanks of the type Blankgran processed, the limit was exceeded once. Overall, in the opinion of the QP the risk of contamination at the laboratory is considered low (Figure 8-5).

The limit for contamination of the blank type Blankqtz is set at 2% Fe. This limit was exceeded in two analyses. Due to low sample count (2% of total blanks), Blankqtz is not shown separately in Figure 8-5.

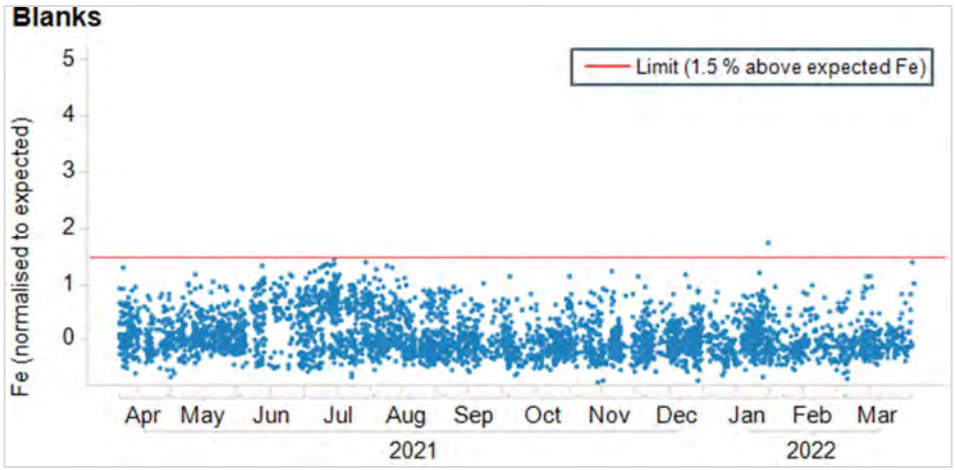


Figure 8-5: Test for Contamination

Note – Samples have been normalised to their expected Fe content according to their TiO2 content

8.3.4 Sample Analysis Controls for Laboratory Accuracy

All assay data is reported in batches by the laboratory, including results of all laboratory internal quality controls, as per contract and accompanied by a certificate of analysis. At the time of first upload to the database, a number of system automated integrity checks are completed. This is followed by running validation scripts over the reported assays using a set of rules. Controls that fail validation are automatically flagged for review by a Geochemist and a batch summary report highlighting flagged batches is sent to Geochemists daily.

To test for laboratory accuracy and bias, matrix-matched CRM standards are inserted into the sample sequence at a ratio of 3 in 100 samples by BHP Field Technicians before sending the samples in batches to the assaying laboratory (Bureau Veritas, Perth). Validation rules for CRMs check for reported assay results outside 3 Standard Deviations of the certified value or more than two consecutive assay results outside 2 Standard Deviations of the certified value.

In FY2022, 3,881 analyses of 31 different matrix-matched CRM standards (including Pigeon Pairs) were carried out. Results for all standards are summarised by calculating the regression slope, b, of reported CRM results compared to the certified values to derive the Global Bias as a metric to evaluate adequacy of the laboratory calibrations. The results for FY2022 are in agreement with WAIO guidelines and worldwide benchmarks, with the mean result for all analytes within a ±5% acceptance range (Table 8-6).

In addition to accuracy checks for individual sample batches in the daily QAQC process, analytical trends for major analytes are monitored in the mid-term QAQC process and reported on a monthly basis (Figure 8-6). Here, performance is evaluated by monitoring reported CRM results compared to long-term averages. Changes in laboratory trends can

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indicate operative problems and are raised with the laboratory if required. The higher variability observed towards end of 2021 was due to higher variability of a CRM used predominantly during that time. The CRM results of FY2022 show consistent laboratory performance.

Table 8-6: Global bias results for Bureau Veritas

Analyte	CRM Count	Slope b	Global Bias (%)
Fe	3,881	0.9936	-0.64%
Al_2O_3	3,881	1.0042	0.42%
SiO_2	3,881	0.9972	-0.28%
P	3,881	1.0065	0.65%
LOI	3,881	1.0071	0.71%

Note: Global Bias is determined from the regression line slope (b) between all Certified Values against the average reported result: Global Bias (%) = b-1.

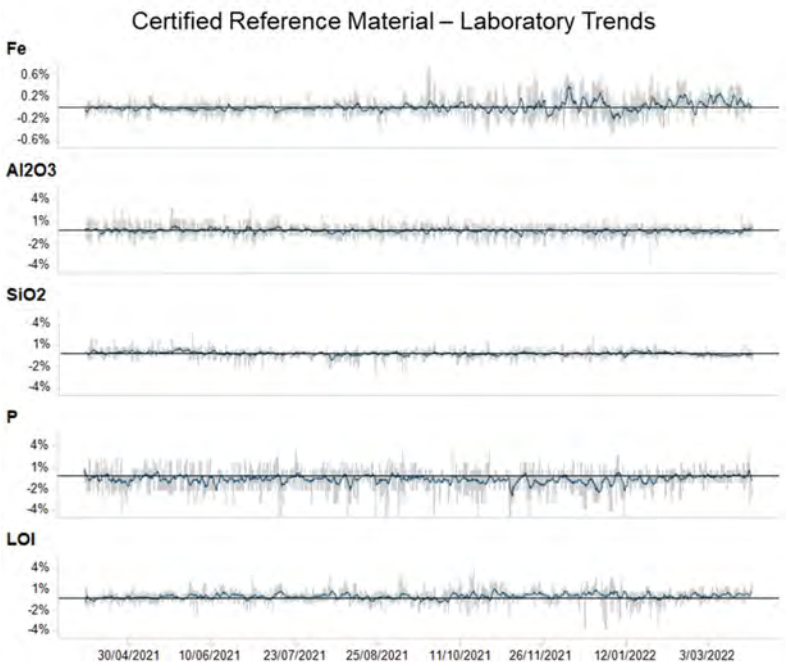


Figure 8-6: Laboratory Trends

Note: Laboratory performance is evaluated by monitoring reported CRM results compared to long-term averages.

8.3.5 Verification of Sampling and Assaying – Downhole Assay Tool

Since FY2015, the Down Hole Assay Tool (DHAT) has been used as a verification tool for RC sampling, replacing the practice of drilling a diamond hole right next to the RC hole for twinning. In addition, since 2012, bulk sampling on selected RC drill holes is used as a practical method in the field to validate the RC sampling method. In bulk sampling, the entire

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recovered mass (bulk) of the sampling interval is collected and compared to the routine RC sample.

DHAT technology is a highly sensitive method based on the detection and measurement of characteristic gamma rays emitted from radioactive isotopes produced from materials when they are bombarded with neutrons. The tool collects the data within a 30cm radius from the drill hole, and therefore could be considered a twin with the added benefit of minimised short-scale geological variation.

This technology has replaced the historic practice of drilling 5% of diamond twins, because results are not affected by geological variability, and thus has become a more effective methodology to assess potential bias in the RC data. In addition, the DHAT has been used as a cost-effective method of verifying a substantial amount of historical data (via logging of historic open drill holes). Using DHAT technology for sampling method verification was reviewed and endorsed in an external audit in 2015 for Fe, SiO_2 and Al_2O_3.

The DHAT calibration is built based on RC data (80%), tested on diamond core data, and if the results are satisfactory, the remaining 20% of the RC data is used to assess potential bias in the RC sampling method. The calibration algorithm and software are BHP in-house and proprietary. Instrument stability is controlled through repeat logs at the BHP Geoscience facility in Newman. In current strategic drilling programs, approximately 20% of drill holes are logged by the DHAT to verify the RC sampling method.

Bulk Sampling is completed in selected RC holes in well advanced project areas. Results for strategic programs show acceptable error for RC samples compared to DHAT data and Bulk Samples, supporting current sampling and assaying methodologies. The error and difference of DHAT and Bulk Sampling compared to the routine RC sampling method are summarised in Table 8-7.

Table 8-7: Absolute Error for RC Samples against DHAT data

	DHAT in RC (Fe>48%)			RC Bulk Sampling (Fe>48%)		
Analyte	Count	Absolute Error	Absolute Difference	Count	Absolute Error	Absolute Difference
Fe	1,923	1.88%	0.01%	189	0.89%	-0.12%
Al_2O_3	1,923	1.10%	0.03%	189	0.46%	0.03%
SiO_2	1,923	1.28%	0.08%	189	0.59%	0.01%
P	1,923	0.038%	0.005%	189	0.009%	0.004%
LOI	1,923	1.69%	-0.03%	189	0.28%	0.11%

Note: DHAT data includes RC holes logged in calendar year 2021. RC Bulk Sampling data includes holes drilled in 2020 (not previously reported) and 2021. Only data in mineralisation (>48%Fe) is included. Note also that not all data collected in FY2022 is completely processed.

8.4 Downhole Geophysical Data - Quality Control Measures

In addition to physical samples collected for assays from the drilling, drill holes are systematically logged for geophysics with in-rod and open-hole surveys, as mentioned in

Section 7.2.4, to collect parameters like natural gamma, density, caliper, magnetic susceptibility and fluid / rock resistivity. Optical / acoustic televiewer data is collected in selected drill holes.

Quality control standards for downhole geophysical data are applied to monitor data quality and ensure the credibility of the geophysical log data. The WAIO downhole geophysics QAQC process involves calibration (that checks accuracy and repeatability of density and other tools), reproducibility (that monitors the precision of all tools under local conditions) and independent validation (that compares like measurements recorded by different / independent means).

8.5 Opinion on Adequacy

It is the QP's opinion that the sample preparation, security, and analytical procedures are sufficient to provide reliable data to support estimation of Mineral Resources.

8.6 Non-Conventional Industry Practice

The Downhole Assay Tool (DHAT) described in Section 8.3.5 is used to collect downhole assays and are non-conventional industry practice. Frequent calibration of these tools is undertaken to monitor the assay reliability for their intended purposes, in other words, the definition of ore boundaries in blast blocks and grade control in the tactical mine planning horizon and as a verification tool for RC sampling of the exploration holes (strategic horizon). However, these assay results are not used in the estimation of Mineral Resources.

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9 Data Verification

9.1 Data Verification Procedures

9.1.1 Drill hole Data Management, Validation and Approval

An in-house data management team manages the drill hole data used for resource estimates to ensure the data is managed to meet the data integrity requirements of WAIO. All drill hole data is maintained internally in a comprehensive drill hole database using the Microsoft® SQL Server relational database technologies, complemented by specialist data management systems (namely Micromine™ Geobank, and in-house systems developed for the purpose) to acquire, load, manage, validate, approve and provide drill hole data for use, access to which is restricted to authorised users only. This database is structured such that quality data and relevant meta-data are integrated with the primary geological, geochemical, geophysical and hyperspectral-based mineralogical data.

All data collected in the field are entered into the database using a computerised field logging system, which includes controlled input through drop-down lists and inbuilt validation checks to trap erroneous data at the earliest possible stage.

Samples are assayed at the laboratory in pre-defined batches and results are digitally uploaded to an intermediate holding database. BHP applies strict validation rules including confirmation of acceptable QAQC results for each batch of samples assayed. Batch validation is managed by specialist Geochemists.

Drill hole collar locations are surveyed by BHP Surveyors, and they provide the collar information electronically to the drill hole database for automatic loading. The BHP surveyors use QAQC processes to ensure the data meets the required data quality.

All drill hole data are loaded into the drill hole intermediate holding database, using agreed standardised file formats by data loaders, to remove the need for any manual data entry, or manual file loads, ensuring no introduction of errors or issues that can be introduced from data entry. These data loads have strict validation rules including confirmation of the existence of drill hole details, sample details or ranges of data. The data management team monitors the validations and success of the data loads, and any issues are sent to the responsible geologist for resolution, including re-provision of the data electronically.

Once all the data is loaded into the intermediate holding database, validations on the data are applied, and all errors are resolved before the data can be approved and be used in other processes such as resource estimation. Once drill hole data is approved it is transferred to a read-only master drill hole database where the data can be accessed for use.

The drill hole data exports for use in geological and resource modelling are by standardised exports from the Geobank system. Data exported from the drill hole database for resource modelling contains summary statistics, and on the load of the exported data into the modelling

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systems, statistical checks are performed to ensure that the data loaded is the same as exported.

A schematic flowsheet of the WAIO drill hole logging and database model is shown in Figure 9-1 with blue arrows/lines indicating the direction of data flow (i.e input or output).

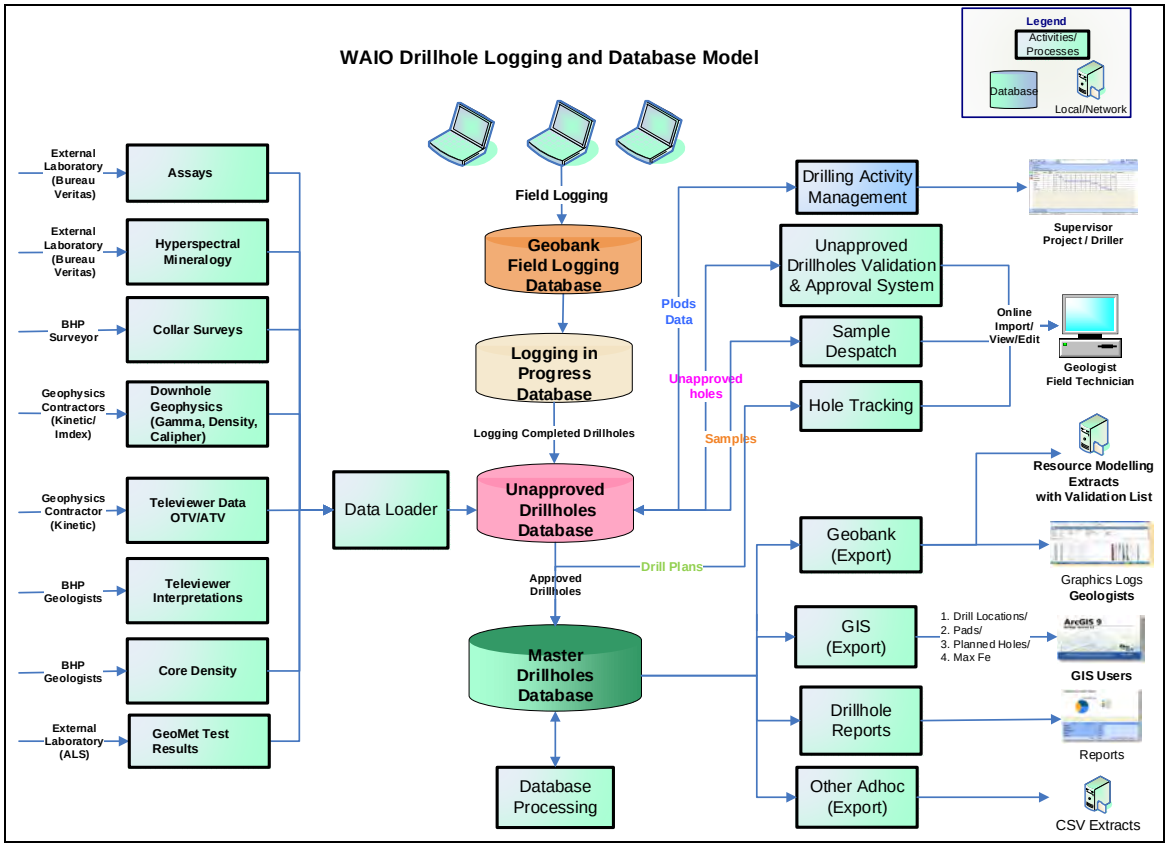


Figure 9-1: A Schematic Flowsheet of WAIO Drill Hole Logging and Database Model

9.1.2 Internal and External Reviews on Drill hole Database

As part of the controls to ensure ongoing drill hole data integrity, several database management controls are undertaken. The effectiveness tests of these controls are completed annually. These controls include:

i. Secure and restricted access. Database access is only granted after approval by authorised approvers. Access is restricted to people who need this access for their work. Access is removed where it is no longer required.

ii. Systematic and reliable data backup of the databases. The system is backed up nightly as per standard BHP Technology backup procedures. Regular copies of the production drill hole database are restored to the quality assurance and test servers

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to test the backup procedures and recovery of the backups. To date there have been no failures for this test.

iii. System changes are managed and controlled. Input and modification of databases are tracked and restricted to authorised persons. Data validation rules are utilised to ensure data integrity and any changes to data are tracked in audit tables.

iv. Data management issues potentially material to data quality are documented and made available in the drill hole system data quality register.

v. Drill hole database audits are conducted periodically by external and/or internal auditors to ensure data integrity is maintained and shielded from material risks caused by changes in systems, data management processes, data types, resource modelling or resource reporting. The periodicity of audit(s) is an outcome of an annual verification process, which is completed by key users of the databases to identify if any material risks may have been introduced from the above changes in the period.

Following the above risk-based approach, external and/or internal audits have been completed from time to time to ensure data integrity is maintained as per the controls. The last external audit was completed in January 2020 by GAD Solutions (an independent Geoscience Data Management consultancy firm, based in Brisbane Queensland, Australia). The audit focused on a detailed assessment of the data integrity, starting with data acquisition in the field through to its use in modelling, to ensure that the process was complete, maintained integrity and did not contain any material issues. In summary, the audit found no issues that have a material impact to resource estimations, with only minor issues identified and recommendations made for improvements.

9.1.3 Downhole Geophysical Data Validation, Verification and Audits

Geophysical data is applied both qualitatively and quantitatively in construction of geological models, resource models, and geotechnical models. Quality control and verification procedures are aligned to the intended use of the data. For example, if data is used quantitatively, it is not sufficient to just demonstrate a valid tool response, but also to demonstrate a required level of accuracy. The process for verification for certain important parameters is described below.

Density Verification - Geophysical density is required to be accurate as well as precise as the data is used to estimate resource tonnage. The following measures are used to assess repeat log density data:

- Difference between the mean of the original survey and repeat: The difference should be zero, or close to zero. Deviation from zero may indicate bias (faulty calibration) or flag tool fault, if external factors such as rough borehole condition, change in borehole condition over time, or unaccounted depth mismatch between logs do not affect the outcome. Data is reviewed where the difference exceeds the manufacturer tolerance level of the tool at ±0.05 g/cc.

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- Analysis of the pairwise difference between original and resurvey measurements: In the absence of external factors, deviation from the zero mean of the pairwise differences will result when there is a bias between the two datasets. Data is reviewed where the difference exceeds ±0.05 g/cc. Spread or variability about the mean is given by the standard deviation, and the RMS error serves as a measure how far on average the error is from zero.
- Linear regression of the repeat against the original survey: Linear correlation is used as an indicator of precision. Data is reviewed where the correlation coefficient is less than 0.8. Low correlation is not necessarily due to low measurement precision and can also arise if there is low contrast in the data and / or data outliers due to external factors, such as borehole condition. Regression in this context is not a reliable measure of accuracy.

Where error is indicated the resurvey borehole, or the calibration repeatability borehole may be re-logged. If the issue cannot be determined and / or corrected, then production log data acquired during the calibration cycle of the faulty tool may be excluded and will then be unavailable for modelling.

In situ bulk density (ISBD) measured from diamond drill core using the caliper and weight method is used as an independent QA check of downhole density data. To statistically compare the geophysical and core density data the 10cm sampled geophysical data is scaled to match the core data sample interval by averaging the geophysical data over the depth interval of each core measurement sample (generally between 1m and 1.5m). Measures to validate the geophysical density from core density data are similar to those for repeat surveys listed above. Trace correlation is used where the data is displayed graphically as depth log plots, cross plots, histograms, and Q-Q plots.

Borehole Deviation Verification - A robust geological model depends on accurate knowledge of the location of model data in the subsurface. Borehole path or deviation is measured routinely utilising both gyroscope and magnetometer-based survey tools. The logging contractor undertakes regular checks on tool performance using a deviation jig and undertakes a full calibration periodically as per industry standard. BHP monitors tool performance where more than one deviation survey is conducted in a borehole, e.g., resurveys, boreholes with televiewer surveys, etc. The maximum difference in hole location must be less than 2m over 100m of borehole length. Remedial actions for non-conformance include re-surveying affected boreholes else exclusion of data / boreholes from modelling where this may not be possible. Intervals of strongly magnetic formation that locally affect the accuracy of magnetometer-based deviation tools are identified and interpolated through a standardised routine within the Geoscience data management system.

Downhole Televiewers for Structural Orientation Verification - Televiewers deliver oriented structural information used to guide geological modelling of deposits and mine pit

design. Verification of image orientation and interpretability is required to ensure the accuracy of interpretation and orientation of identified bedding and structures. Boreholes are pre-conditioned by washing prior to survey to remove drilling mud caking the borehole walls and to minimise the possibility of interpretation bias from partial visibility of the underlying formation. Verification processes for televiewer data are:

- Track unique tool ID and tool image offset position for each tool deployed.
- Confirm borehole name, location, and depth registration of image by matching corresponding log data such as natural gamma and magnetometer traces to previously acquired open hole geophysical logs.
- Confirm image orientation by validating televiewer borehole deviation survey with deviation surveys acquired with other tools.
- Monitor image quality for dropouts, tool-jump artefacts, blurred image, dirt on lens that affect the ability to unambiguously identify geological and structural features.
- Rate each image for interpretability based on the amount and quality of visible formation imaged.
- Peer-review all televiewer interpretations to validate correct classification of features, accuracy of picking and correction of structure orientation for deviation of the borehole.

Non-conformance to these criteria triggers a rewash of the borehole and resurvey of the televiewer.

Orientation data is not corrected for magnetic declination, which is less than 2° east of true north in the Pilbara. Annual wander of the magnetic north pole is less than a degree since 1985 and the range in declination is less than 0.3° across the area encompassing all WAIO current mine and exploration sites.

9.1.4 Verification for Data Quality Issues

All data used for resource estimation are subject to a critical review and validation procedures. The reasoning behind the final selected dataset is detailed in the resource estimation report and agreed with the qualified person. Any data irregularities as well as data amendments are captured in a Data Quality Register (DQR).

The extract from the BHP Master Database includes several validation checks, as listed in Table 9-1. These are reviewed and any errors either resolved or flagged for further action such as removal from the resource database or flagging of low confidence.

The database contains several quality variables. Ratings are given to holes and samples based on the completeness of the survey data (collar, down-hole, and gamma survey data). While most of the drillholes are vertical and relatively shallow, angled holes and deep holes

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with missing surveys have the potential for unknown downhole deviation and therefore significant unrecorded lateral movement during drilling. This uncertainty is taken into account during resource classification.

The following adjustments are made to the raw assay data:

- Default grades of -99 for missing assay values; and
- Below detection limit assay values (negative values) converted to -2/3 of the negative value. Where the resultant value is less than 0.001 the assay field is given a default value of 0.001.

The adjusted assays are then used to produce the Total Assay (oxide equivalent total value) using the equation:

Total Assay = (Fe*1.4297) + (P*2.2914) +SiO_2 +Al_2O_3+LOI+CaO+ (Mn*1.3883) +MgO+TiO_2+K_2O

Total assay values are considered acceptable if they fall within 97-102%. Samples outside of tolerance are investigated and assessed on a case-by-case basis.

Each sample also has an associated numeric identifier record if the total chemistry is within tolerance (97-102%), and extra weighting applied for each major element analysed (Fe, P, SiO_2, Al_2O_3 and LOI) and for each minor element analysed (Mn, CaO, K_2O, MgO, S and TiO_2). Typically, samples with identifier records below a certain threshold are considered unreliable, and appropriate treatment of these samples is assessed on a case-by-case basis.

Relevant teams supply reports detailing assessment of sampling, assaying, geophysical, down-hole and collar survey QAQC data. These QAQC reports are reviewed to ensure that all aspects have been covered and conclusions are consistent with program requirements, including historical data.

For older historic QAQC data that has not been previously assessed or reported, the relevant team is informed of this and QAQC undertaken (geophysics or geochemistry).

In addition to this, the data is continually checked during modelling and resource estimation, with any discrepancies between the expected downhole information and logged information investigated in case there has been an error with hole location.

Table 9-1: Database export validations

Validation Process	Validation checks
Excluded holes	Lists any holes excluded from previous resource models and the reasons for the exclusions.
DQR Quality Issue Holes	Any notes from the database validation checks, including whether or not the issue has been resolved.
DQR Rule Validations	Records that fail the database validation rules.
Data Validation warnings/errors	Warnings or errors in data (e.g., survey co-ordinates at a greater distance from design co-ordinates than expected tolerance).
Data Statistics	Statistics for all files and fields exported (counts, basic descriptive statistics for numeric fields).

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Drillhole Collar vs Topo Warnings	Holes with the collar sitting greater than 2.5m above or below topo.
Drillhole Survey Analysis Warnings	Intervals where combined azimuth and dip deviation is greater than 3° over 5m.
Drillhole Unsurveyed Holes	Unsurveyed drill holes
Database export validation	Checks that the export from Geobank database to the software (in this case Vulcan™) has not corrupted the drilling data

9.2 Limitations on Verifications

Data verification is required to be performed as part of BHP's routine processes (Section 9.1). The QP is not aware of any limitations or impediments to conduct such verification.

9.3 Opinion on Data Adequacy

The QP has reviewed all stages of the data verification process. Based on this review work completed, in the QP's opinion, the data verification procedures detailed in this Section are adequate to understand the quality of the data and the resultant level of confidence. The qualified person is also of the opinion that the data being used for the estimation of Mineral Resources is adequate for the purpose used in this Technical Report Summary.

Most uncertainty is attached to historic drilling which might not have sufficient survey or assay QAQC data attached. In the majority of cases, these holes have been replaced by new drilling and are not used in resource estimation. In the rare instances where there is insufficient surrounding data and data of sub-optimal quality is used, the samples are flagged to indicate the lack of confidence. This flagging is incorporated into the estimate to allow the influence of these samples to be tracked. The confidence in the influenced blocks is then downgraded during classification.

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10 Mineral Processing and Metallurgical Testing

10.1 Geometallurgical Testing and Analytical Procedures

Metallurgical testing undertaken by WAIO is for the purpose of estimating the volume of lump production and characterisation of lump and fines in the final shipped ore.

WAIO's run-of-mine (ROM) ore is high-quality hematite-type direct shipping ore (DSO) with average iron content greater than 60% and is capable of being used as raw material for iron and steel making without the need for any further concentration or beneficiation.

The ROM ore only requires crushing and screening to produce the two industry-standard DSO marketable ore types; lump (nominal particle size -31.5 to +6.3 mm) and fines (size -6.3 mm). Of these, the lump ore type can be fed directly into the blast furnace and hence attracts a pricing premium compared to fines, which requires sintering.

WAIO Mineral Resources are reported as in-situ wet tonnes and dry head grades, but the percentage of lump can vary within each deposit depending on ore type, stratigraphic unit and depth from surface. Hence it is important for WAIO to estimate, at the stage of resource modelling, the volumes of lump and fines ore types through the supply chain (from primary crushing to the final shipped ore).

The objective of geometallurgical testing is to obtain regression parameters, which can be applied to the resource models, to predict tonnage and grade parameters for lump and fines ore types at different points in the supply chain. These predictive regressions are applied to the resource models on a block-by-block basis, prior to their use for mine planning and scheduling work. Figure 10-1 provides a high-level overview of the standard geometallurgical characterisation process at WAIO.

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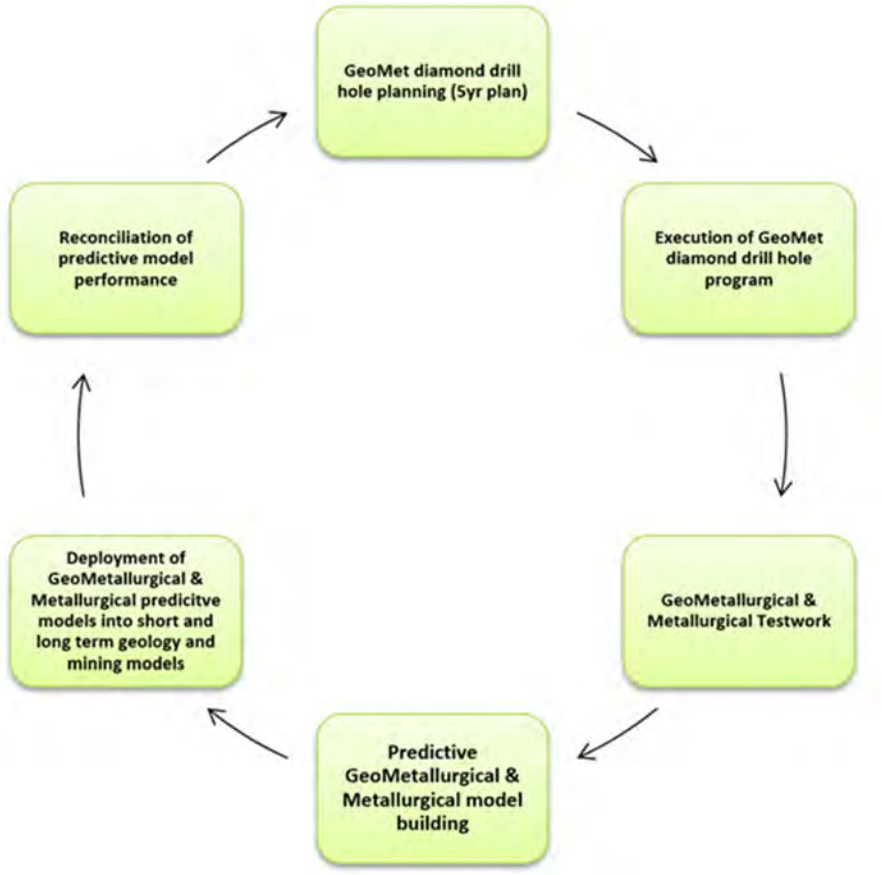


Figure 10-1: Geometallurgical Characterisation Process Flow

The first step of geometallurgical testing involves subjecting diamond drill core samples (PQ3 size, 83mm core diameter) to a three-stage crushing, dropping and tumbling process to simulate approximate conditions at the stockyard and train load out point at the mine (As Crushed, AC and As Dropped, AD), and at the ship loading point at the port (As Shipped, AS).

Based on the results of each stage, samples are composited by stratigraphy and depth bin, before the next stage of treatment and subsequent testwork. The testing and analytical procedures which are then performed on these composite samples from each stage, along with an overview of the key testing and analysis procedures, are briefly described below:

Lump yield is determined by weighing the mass of +/-6.3mm fractions (i.e., lump and fines fractions) after each of above three stages and determining the mass percentage of lump.

Sizing data (for AC, AD and AS) are collected at pre-defined size intervals starting from lump (+6.3mm) to fines (-6.3mm) and down to ultrafine fractions (-0.15mm). Duplicate samples

and integrity checks (IC) are performed to ensure sizing data quality at different crushing stages.

Chemical analysis for different elements at various processing stages (AC, AD to AS) is done by XRF, and QAQC checks are performed at the laboratory as well as integrity checks (IC) against the known standards provided by WAIO to the laboratory.

Assay by size involves assay of individual sample size fractions, including ultrafine (-0.15 mm) fractions, and QAQC checks are done using known standards.

Compacted and uncompacted **density** tests are performed on ore type / depth composites of AD lump and fines with reference to the ISO 3852:1988 procedure.

AC assay pulps are routinely scanned with a HyLogger visible-near to shortwave infrared spectrometer and a Fourier transform mid-wave to thermal infrared spectrometer to derive **mineralogy** estimates at the AC stage.

Quantitative XRD is undertaken on AS lump and fines composite samples.

In addition, the following metallurgical testwork is conducted.

- Reduction disintegration Index (RDI) to measure sample response to furnace reducing conditions under load based on the JIS M 8720 (< 2012), ISO 4696-2:2015 test method.
- Reducibility Index (RI) to measure the ease of removing oxygen from the iron ore, which is related to porosity, following the JISM8713 Method 1 (Newcastle Technology Centre and SGS), ISO 7215: 2015 (ALS).
- Decrepitation index (DI) to measure thermal shock when the sample material is exposed to the rapid, extreme increase in temperature within the blast furnace based on the ISO 8371 – 2007 test method standard.
- Tumble Index (TI) and Abrasion Index (AI) to measure susceptibility of the sample to abrasion breakage (ISO 3271 – 2007).
- Shatter Index (SI) to measure susceptibility of the sample to volume breakage based on the JIS M 8711 – 1971 standard.

10.2 Sample Representativeness

Targeted PQ3-size diamond drilling programs are designed and executed to ensure that geometallurgical test samples are collected from all relevant ore types and mineralisation styles that offer present and future potential for mining and processing.

The geometallurgical drill holes for a deposit are planned based on an analysis of the respective resource model to estimate resource proportions in domains with reference to stratigraphy, weathering, depth bins and water table. These resource proportions help in

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determining the quantity of samples required to allow for representativity of the targeted deposit. An in-house Python-based software program is used to select priority drill holes to obtain sufficient sample mass that is reflective of the modelled proportions of stratigraphy, ore grades, weathering and depth-bin combinations to carry out the test works for geometallurgical characterisation of the deposit. The drill hole selection simulation process is also designed to capture historical geometallurgical test work data and the test work gaps if any, based on the resource proportions from the resource model.

Based on the above procedure, samples representing intervals from PQ diamond drill holes are collected from across the deposit and covering all stratigraphic units and all depth bins to ensure sample representativity, as shown in Figure 10-2. Geometallurgical drilling programs are designed to twin the proposed diamond drill holes against an existing RC drill hole to ensure topographical, mineralisation and grade representativity. The target drilling coverage for a particular deposit, benchmarked against coverage in active mining areas where the geometallurgical reconciliation performance is within tolerance, is five PQ metres of drilling per million tonnes of total resource.

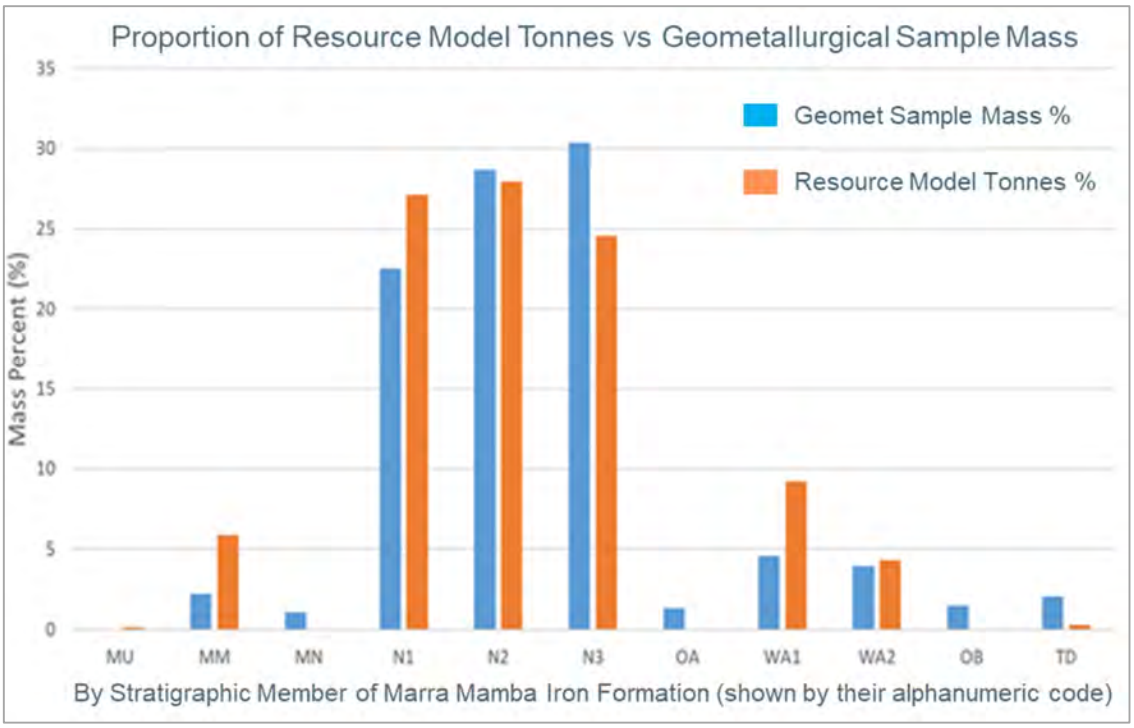


Figure 10-2: Illustration of Geometallurgical Sample Representativity by Stratigraphy

In view of the above, the QP is of the opinion that the geometallurgical samples are representative of the various ore types and mineralisation styles and for whole deposits which

are currently under production. For sustaining and exploration stage deposits, more samples are required to be collected prior to starting extraction.

10.3 Testing Laboratories

Various components of the geometallurgical tests and related analytical work are undertaken at the following accredited commercial laboratories within Australia, which are independent of BHP.

- ALS Metallurgy Limited (ALS) Iron Ore Technology Centre in Perth, Western Australia for geometallurgical simulation test work. This laboratory is ISO 17025 certified and National Association of Testing Authorities (NATA) accredited.
- Bureau Veritas Australia in Perth, Western Australia for assaying and mineralogy. This laboratory is also ISO 17025 certified and National Association of Testing Authorities (NATA) accredited.
- The University of Newcastle Research Association (TUNRA) Bulk Solids in Newcastle, New South Wales for metallurgical test work (lump hot and cold burden). This is an ISO 9001, ISO 14001 and AS 45001 certified laboratory.

10.4 Relevant Results

The main results of the geometallurgical test programs are:

- estimated lump and fines yield and grade,
- assay and sizing data, and
- metallurgical properties.

The lump/fines data as well as assay and sizing data are composited by assay, stratigraphy, density and depth for domaining. Exploratory data analysis (EDA) is carried out to ensure that the domains are statistically sound and outliers are understood, to ensure the data quality is sufficient to be used for model building, and the results are validated with the previous model (if available) for grade and lump/fines ratio.

This data is then used to generate predictive regression models for the estimation of lump and fines ore types through the supply chain from the mine to the port. All ore produced (lump and fines) is shipped to customers. The incidence and proportions of deleterious elements (P, Al and Si) are kept within specified limits (internal shipping targets) by using an appropriate cut-off grade for resource estimation from the block model.

Predictive Model Development – The current and standard predictive geometallurgical model build procedure, using multiple linear regressions, has been in practice since 2012. WAIO uses a programming platform, MATLAB, to build the geometallurgical models from the predictor variables, namely, head grades / chemistry, depth and density. Variable selection is via a model build script, which assesses the statistical significance of a predictor variable,

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one variable at a time, to arrive at a single model. The regression models, based on stratigraphy and/or weathering domains, predict:

(i) lump percent,

(ii) Major-element lump grades (i.e Fe and the deleterious elements P, SiO_2, Al_2O_3 and LOI) and

(iii) ultra-fines percent (as a percentage of fines) at the mine and at the port.

In using this methodology, an assumption is made that a multiple linear regression model is a valid model for the prediction of lump and lump grades. Reconciliation data is reviewed monthly and quarterly to provide a feedback loop for any improvement of the regression model.

The geometallurgical model build process also takes into account the impact of processing inefficiencies and differences (to laboratory conditions) on the operational production of lump and fines. Generation of these ore types under perfectly optimised laboratory conditions does not take into account oversize or undersize material that inherently reports to these ore types during processing.

Model Deployment - The geometallurgical models are applied to long- and short-term resource models (including grade control models), on a block-by-block basis. This occurs as a post-processing step on the resource models, and prior to use for mine planning work. The models are deployed against domains that are considered appropriate to the nature and ore types across WAIO deposits. Typically, a geometallurgical domain, against which a model is deployed, is based on stratigraphy, weathering and ore classification.

The management of geometallurgical model versions and updates occurs using a model register. The model register is also used to track model versions deployed in resource models.

Reconciliation of Model Performance – Monitoring geometallurgical model performance occurs using an industry standard, third party software platform, ‘Reconcilor’, developed by Snowden Technologies. The implementation of monitoring geometallurgical model performance (actuals against estimates, at the mine and at the port) using Reconcilor occurred in 2014, with the current reconciliation procedure has been in place since April 2016. Each hub approves the data, which forms the basis for the reconciliation of lump and fines yields and Fe grades, including the deleterious elements P, Al and Si, on a monthly basis. Review of the reconciled data occurs on a monthly and quarterly basis. These reviews provide a feedback loop for the requirement of additional drilling to increase deposit knowledge and understanding and/or the improvement of predictive geometallurgical model builds for lump estimation in Brockman and Marra Mamba ore types.

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In previous years, the lump ore type has accounted for approximately 35% of WAIO's annual production derived from BKM and MM ores (and around 26% of total production, including CID ore which is 100% fines).

10.5 Adequacy of Data and Non-Conventional Industry Practice

It is the QP's opinion that the geometallurgical data being used for the estimation and characterisation of lump and fines ore types is adequate for the purpose used in this Technical Report Summary. Further, the current analytical procedures for geometallurgical testing are considered conventional and therefore in the opinion of the QP there is limited risk in using the results for estimation and characterisation of lump and fines ore types.

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11 Mineral Resource Estimates

11.1 Key Assumptions, Parameters and Methods Used

As described in Section 6, WAIO owns a number of stratigraphically-controlled deposits spreading over three main operating regions, namely, Eastern Pilbara, Central Pilbara and Yandi. Mineralisation in these deposits extend more or less continuously over strike lengths of 5-10km for some and up to 50-60km for others. Therefore, for the ease of building geological and resource models, these laterally extensive deposits have been sub-divided into manageable areas. Accordingly, WAIO currently maintains about 80 resource models from which Mineral Resources are reported and stored in a secure internal database. Although this represents a large number of resource models, these models for each ore type (namely BKM, MM and CID) are mostly similar because of the similarity in their mineralisation styles. As such, these 80 resource models have not been discussed individually.

The resource estimation process followed by WAIO is well established and is consistent with standard industry practice. A set of procedures governs geological interpretation, estimation and reporting of Mineral Resources, including peer reviews and independent auditing (by a third-party organisation for all major changes and before approval of any capital and by BHP's Resource Centre of Excellence for a few minor changes). It is the QP's opinion that these procedures, summarised throughout Section 11.1, produce resource estimates of sufficient quality to be appropriate for their intended purpose of global resource reporting and medium to long-term mine planning studies.

The Mineral Resource qualified person visits sites regularly for program planning and reviews, gaining further understanding of the exploration programs and the interpreted geological framework.

The key elements of the geological modelling and resource estimation process are described below.

11.1.1 Geological Interpretation

Geological interpretations of WAIO iron ore deposits are based predominantly on downhole wireline logs of natural gamma, with support from geochemistry, mineralogy (Figure 11-1) and surface mapping. Downhole televiewer data is also utilised, where available, for understanding orientations of stratigraphic and other structural surfaces.

Alternative interpretations are generated as part of the iterative process to arrive at a consistent 3D geological model. Interpretations undergo an extensive internal peer review process to ensure accuracy and consistency. All work performed is documented in detail in a geological modelling report issued for each model.

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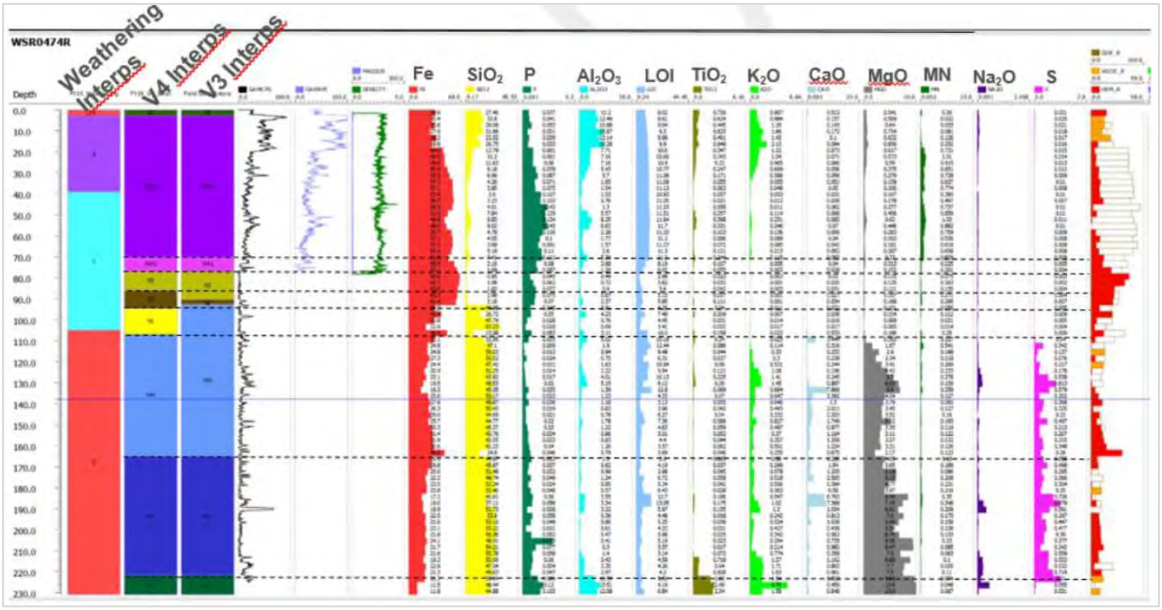


Figure 11-1: Illustration of Typical Downhole Interpretation based on Gamma and Assays

11.1.2 Geological Modelling

WAIO has established processes and systems for three-dimensional modelling of deposit geology, using the implicit modelling strategy within Leapfrog Geo software. Implicit modelling allows for the fast and automated formation of 3D surfaces, such as stratigraphic contacts, faults and mineralisation shells, directly from geological data points, such as those from drilling and mapping. This process is based on algorithms but controlled by the modelling geologist to ensure it is a logical and appropriate interpretation.

Geological models comprise interpreted stratigraphic surfaces (Figure 11-2), weathering surfaces (defining the base of hardcap and top of fresh bedrock), the base of detrital material (Figure 11-3), and mineralisation shells (Figure 11-4). Faulting is captured by splitting the model into fault blocks, with the block model extents and the fault surface(s) bounding each fault block, enabling the implicit modelling to run independently in each fault block (Figure 11-5). These figures are representative of a typical WAIO Fe geological model.

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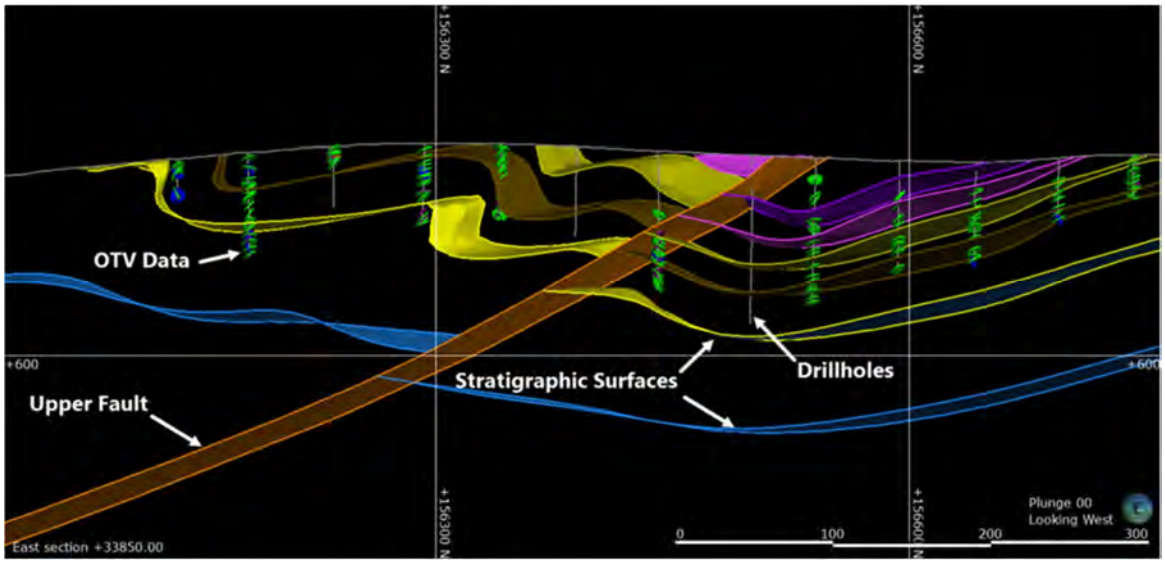


Figure 11-2: Illustration of a Cross-section through a 3D Implicit Model

Note: Model utilises drilling data including OTV data to support stratigraphic interpretation

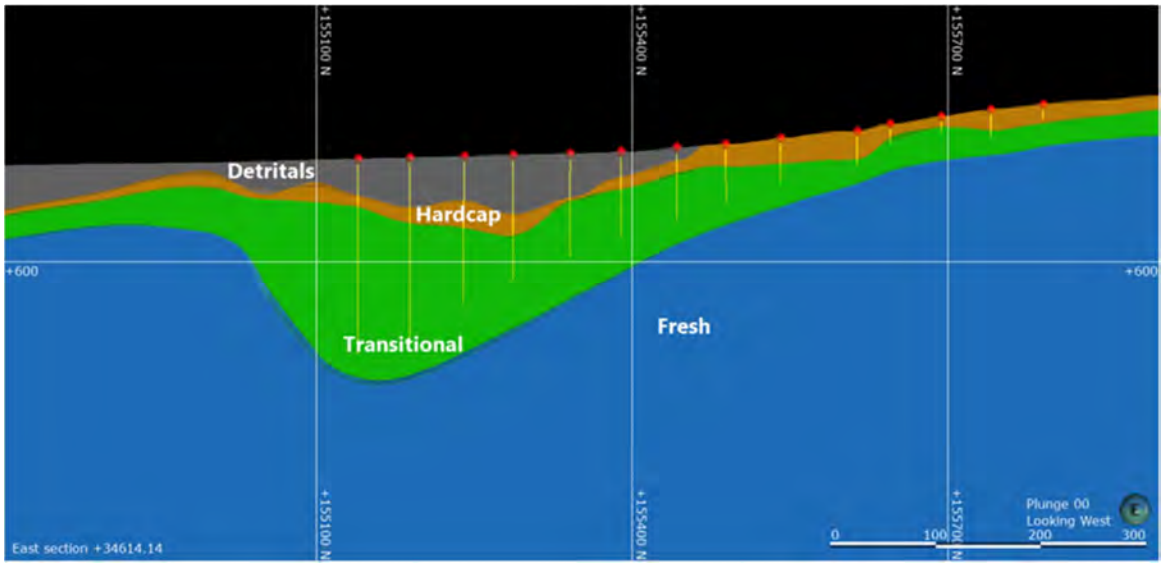


Figure 11-3: Illustration of a Weathering Model

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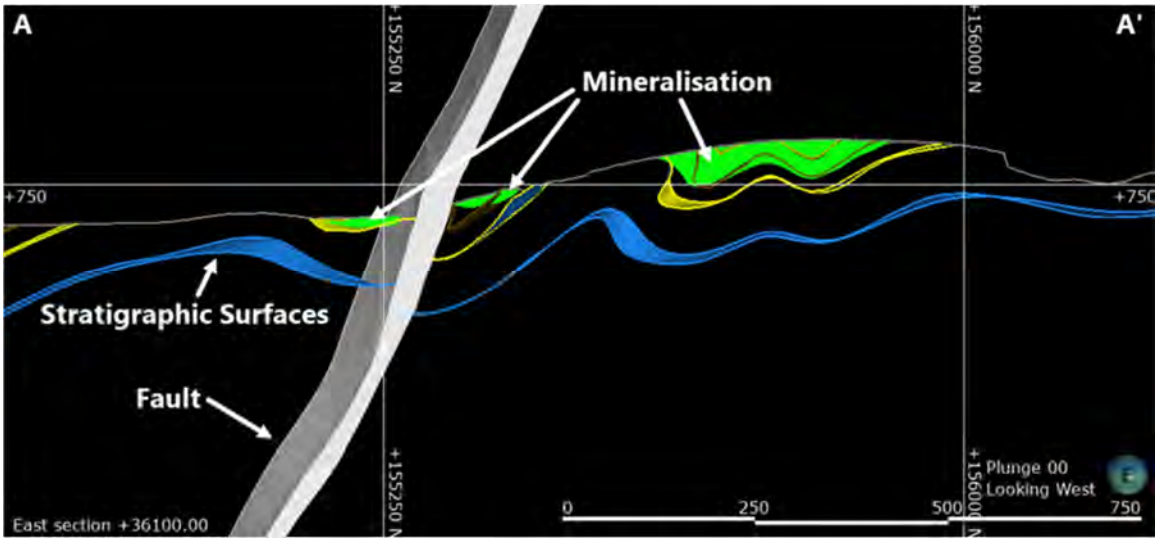


Figure 11-4: Illustration of a Mineralisation Model

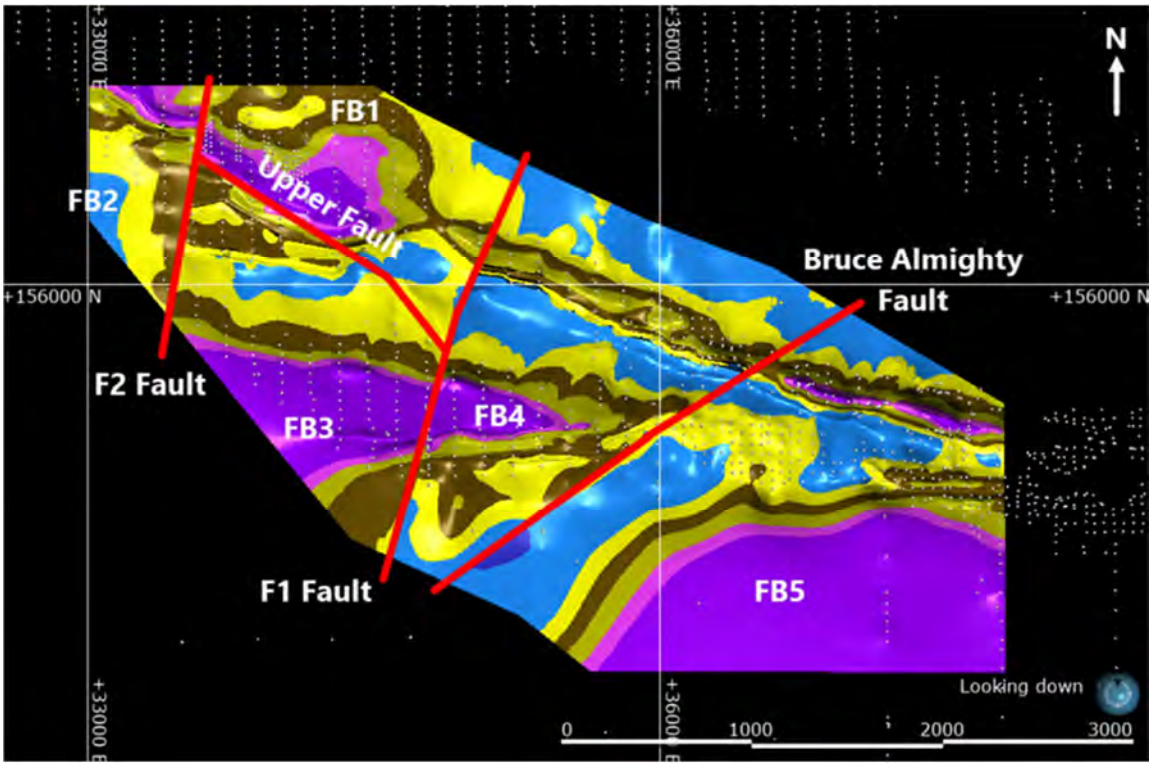


Figure 11-5: Illustration of a Plan View of Implicit Geological Model and Fault Blocks

Mineralisation domains are based on “natural” Fe cut-offs and capture stationary in-situ mineralisation volumes. A grade shell is constructed and used as a mineralisation constraint

during estimation. These shells are generated using a single grade threshold of between 48 and 52% Fe, this threshold representing the natural cut-off as determined by statistical analysis of the sample data. The analysis from one deposit (Bill's Hill) is presented in Figure 11-6 as an example. This cutoff can vary by deposit, but always sits within the Fe% range specified above. These domains can also occasionally incorporate unmineralised samples and/or low-grade mineralised samples, depending on the globally assessed mineralisation cut-offs and the degree of local grade continuity. Dilution of mineralised domains can range from a few samples to about 10% of samples within a domain.

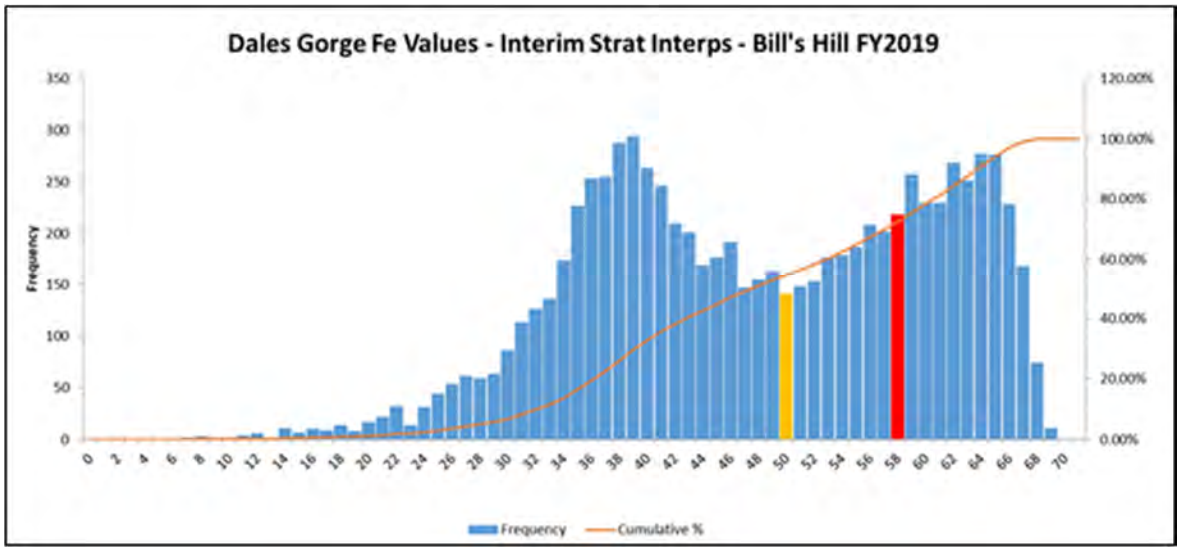


Figure 11-6: Fe Frequency Plot Demonstrating Natural Break in Mineralisation at 50% Fe

11.1.3 Block Modelling

Block models are constructed with geological, mineralisation and weathering domains, and above/below water table domains, based on the wireframed 3D geological interpretation. Block models generally use parent blocks with dimensions of 300mE x 100mN x 12mRL. Sub-blocks are used to ensure robust representation of geological boundaries and domain volumes, and usually comprise 5mE x 5mN x 1mRL. Estimation parent blocks within mineralisation are usually half the drill hole spacing in the easting/northing direction and have a 3m cell height, creating a possible range from 25mE x 25mN x 3mRL up to 600mE x 300mN x 12mRL.

The main steps of block modelling are described below.

Data Preparation - Various validation checks are completed on the drilling database to check the integrity of spatial data (collar location, downhole deviations), assay data and density data. Missing assay data in the database are restricted to historic drill holes and therefore limited, with missing assay intervals ignored during the compositing process. Where sample

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records contain only a sub-set of the standard 11 analytes, the qualified person makes a judgement on the use of this data for resource estimation; at a minimum, the five major variables (Fe, P, SiO_2, Al_2O_3, LOI) need to be assayed for a sample to be used in estimation.

Historically, dedicated diamond drilling programs were employed to verify RC sampling; however, a move to using the Downhole Assay Tool (DHAT) as a data verification strategy was made in FY2015 as described in Section 8.3.5. Results from these programs are used for continuous improvement and, in cases where any material bias is indicated, RC data may be adjusted to ensure an unbiased resource estimate as described in Section 8.3.5.

Compositing - Ordinary Kriging operates on the assumption that every sample point (composite) has the same sample support as all other sample points. The vast majority of drillhole samples for WAIO deposits are 3m in length, and hence the drillhole database is generally composited to 3m intervals. The only exceptions are those holes drilled for Geometallurgical or Geotechnical purposes where sample lengths range between 0.5m and >10m. These holes comprise less than 1% of the total dataset and thus compositing these holes to 3m sample lengths will not have a material impact.

Exploratory Data Analysis - Exploratory data analysis is conducted to identify spatial grade trends, and to determine the most appropriate domains for resource estimation. Various statistical plots and spatial statistics are generated; these are used to group grade populations by stratigraphy, weathering and continuity trends. Figure 11-7 illustrates an example of a box plot generated for various domains to visualise grade continuity trends.

Mineralisation can also be grouped by ore type where both supergene (martite-goethite) and hypogene (martite-microplaty hematite) mineralisation types occur and are sufficiently spatially distinct. Detrital mineralisation is domained separately. An additional level of domaining is added if there are multiple structural domains – defined by fault blocks and/or changes in structural orientation or complexity.

Contact analysis is conducted to determine if domain boundaries should be treated as hard or soft. As an example, the boundary between hardcap and transitional mineralisation is typically a hard boundary. Declustered descriptive statistics are generated to use during validation of the resource estimate.

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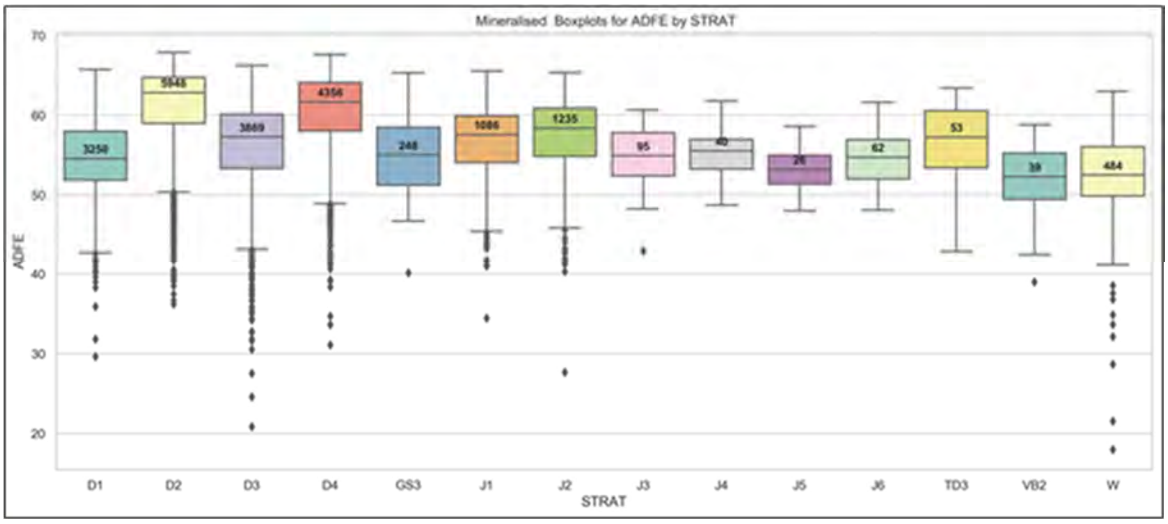


Figure 11-7: Illustration of a Box Plot of Fe in Mineralised Brockman and Detrital Units

Outliers - Extreme grade values, which may impact the creation of variograms and which also may require limits placed on their range of influence during estimation, are identified during the exploratory data analysis process. All domains are reviewed to determine if they contain representative grades for use in resource estimation or erroneous grades to be omitted.

An analysis of outlier samples for each domain and grade variable is conducted to test for:

- Erroneous samples
- Incorrect stratigraphic, weathering and/or mineralisation domaining
- Bimodal or isolated data trends away from the main data population

The process involves a number of steps as follows:

- Identify ‘extreme’ outliers by individual domain - these are deemed to be samples deviating from the mean by more than three times the interquartile range
- Generate scatter/histogram/ternary plots of the differing elements for the affected domains
- Check if outliers identified are part of the domain trend, or isolated from it
- Apply limits to search distances for relevant outlier grades

Figure 11-8 and Figure 11-9 show examples of how graphs are used to determine outliers.

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Figure 11-8: Example of Probability Plots Identifying Silica Outliers

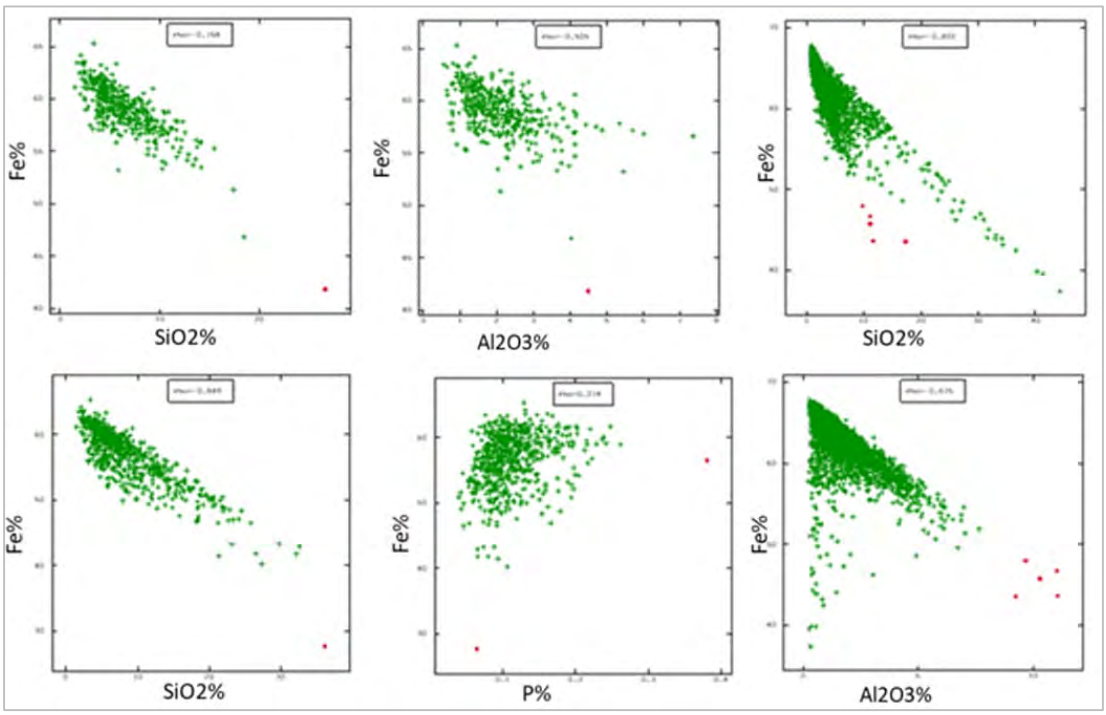


Figure 11-9: Example of Scatterplots Identifying Outliers (in red)

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11.1.4 Grade Interpolation

The Mineral Resources estimates stated in this report are for the purpose of global resource reporting and medium to long-term mine planning studies.

Grade interpolation of Fe, P, SiO_2, Al_2O_3 and LOI into parent cells is typically achieved by Ordinary Kriging (OK) for mineralised domains and Inverse Distance Weighted (IDW) for minor elements and waste domains, where data is generally more limited. Some deposits which have wider drill spacing have been interpolated wholly using IDW. Ordinary kriging is used in preference to IDW where possible, as it takes the spatial correlation between samples into account during the estimation process. The IDW method is based on the inverse of the distance of the sample from the estimation location, with no allowance made for the spatial relationship between the samples. In domains where samples are limited, and a spatial relationship cannot thus be determined, IDW is used for estimation. It is the QP's opinion that the use of ordinary kriging where possible instils a higher confidence in the resource estimate, as it captures the inherent spatial grade variability present.

Block models use estimation parent cells with dimensions usually half the drill hole spacing in easting/northing direction and a 3m cell height, creating a possible range from 25mE x 25mN x 3mRL up to 600mE x 300mN x 12mRL.

For OK estimates, search neighbourhood optimisation is performed to minimise the risk of conditional bias and smoothing of the estimate. Most current models employ a single pass search, with search radii based on the variogram ranges. Un-estimated blocks are either given an assigned grade, based on composite averages, or a second, wider pass run is conducted to inform remaining blocks. Older models typically used a three-pass strategy with each pass having a consecutively wider search.

Spatial restraints are applied to outlier values on a case-by-case basis, depending on the spatial continuity or discontinuity of the underlying geological features, as discussed in the section on EDA.

Most deposits have some degree of folding/structural complexity as discussed in Section 6. Where appropriate, unfolding techniques are used, involving unfolding of mineralised blocks and data in 3D space, variography analysis and estimation of these domains, and then re-folding of the mineralised blocks back to 3D folded space. Locally varying anisotropy is also used where there is folding present but unfolding is not suitable. This method flags each individual block with the orientation of the stratigraphy (based on a reference surface) and rotates the variogram and search ellipse to this orientation during estimation. If none of these techniques are suitable, then domains are geometrically divided to allow search strategies that enable the use of the most appropriate samples.

11.1.5 Density

In-situ (wet) bulk density is typically estimated into the models based on geophysical wireline data (gamma-gamma single source and, more recently, dual source density tools as described in Section 7.2.3). Alternatively, when there is only limited or no wireline data available, in-situ (wet) bulk density is assigned using domain averages of filtered density data from geophysical wirelines (gamma-gamma single density tool) or from core measurements (volume and weight method). These assigned densities are derived either from the deposit being estimated or from a nearby proxy.

11.1.6 Geometallurgical Parameters

Geometallurgical variables are populated by applying a multi-variate algorithm to head-grade estimates on a block-by-block basis. These algorithms are based on metallurgical test work performed on diamond core to simulate lump and fines ore type generation through the supply chain, from primary crushing to the final shipped ore, as described in Section 10.1.

11.1.7 Validation Checks

Several methods of validating the resource estimate against the input data (drill holes and sample composites) are performed, as outlined below:

- visual validation of representative plans and sections with drill hole grades and estimated block grades (Figure 11-10);
- global statistical comparison of volume-weighted average cell grades to both raw and declustered length-weighted drill hole grades (Figure 11-11);
- Swath plots - statistical comparison of volume-weighted average cell grades (north, east and elevation panels) to length-weighted drill hole grades (Figure 11-12);
- comparison to Gaussian Change of Support techniques to evaluate smoothing (Figure 11-13);
- review of estimation performance data (e.g., cell grade totals, slope of regression);
- comparison to previous resource estimates; and
- comparison to mining reconciliation data.

An internal peer review process is also followed and documented throughout each resource estimation process. Validation results of WAIO deposits are generally within tolerance limits, and where models are outside tolerance, further investigations are carried out to find the causes, and remedied as appropriate. It is the QP's opinion that this methodology of validation and peer review represents a robust validation process and follows standard industry practice.

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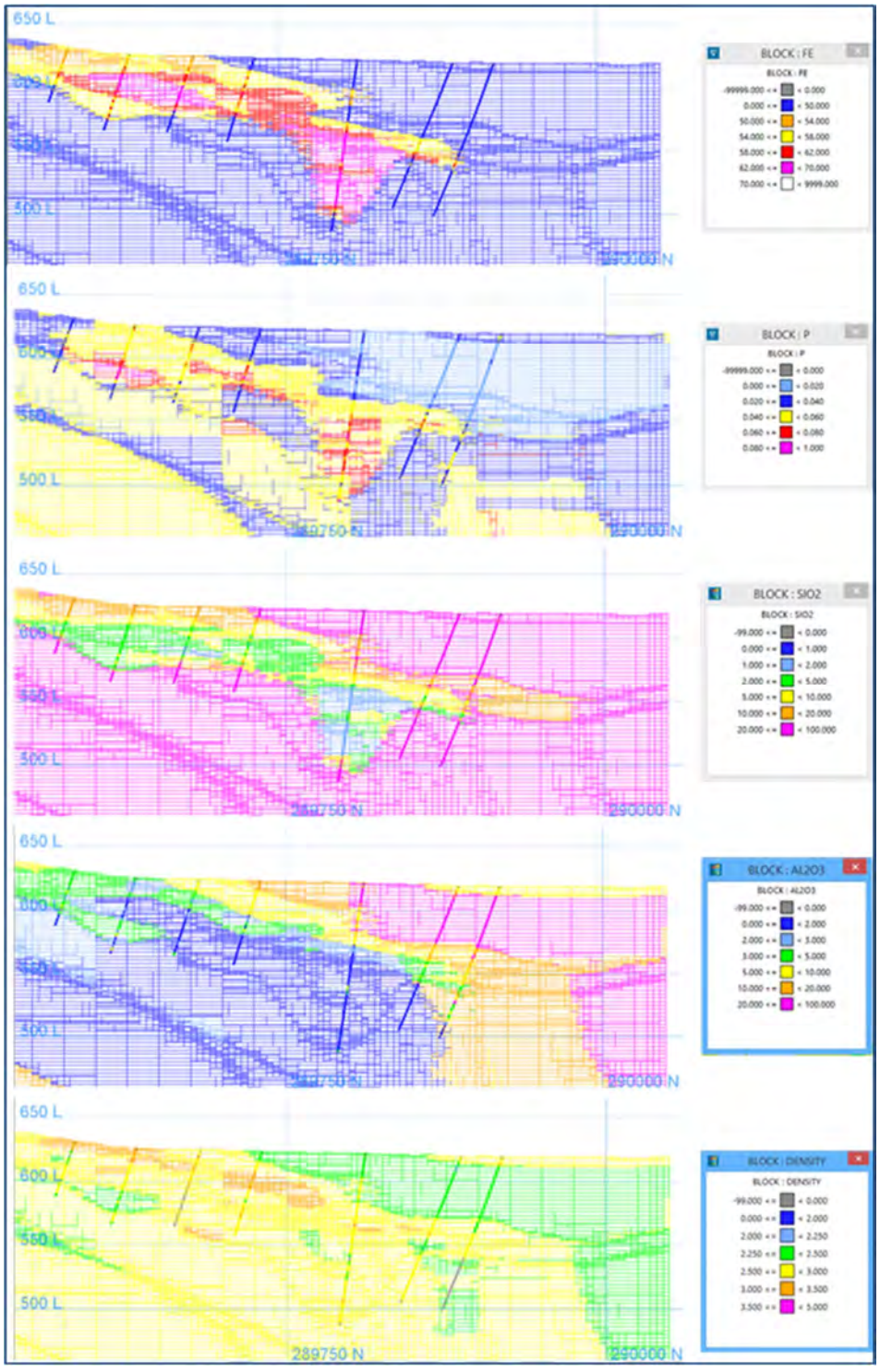
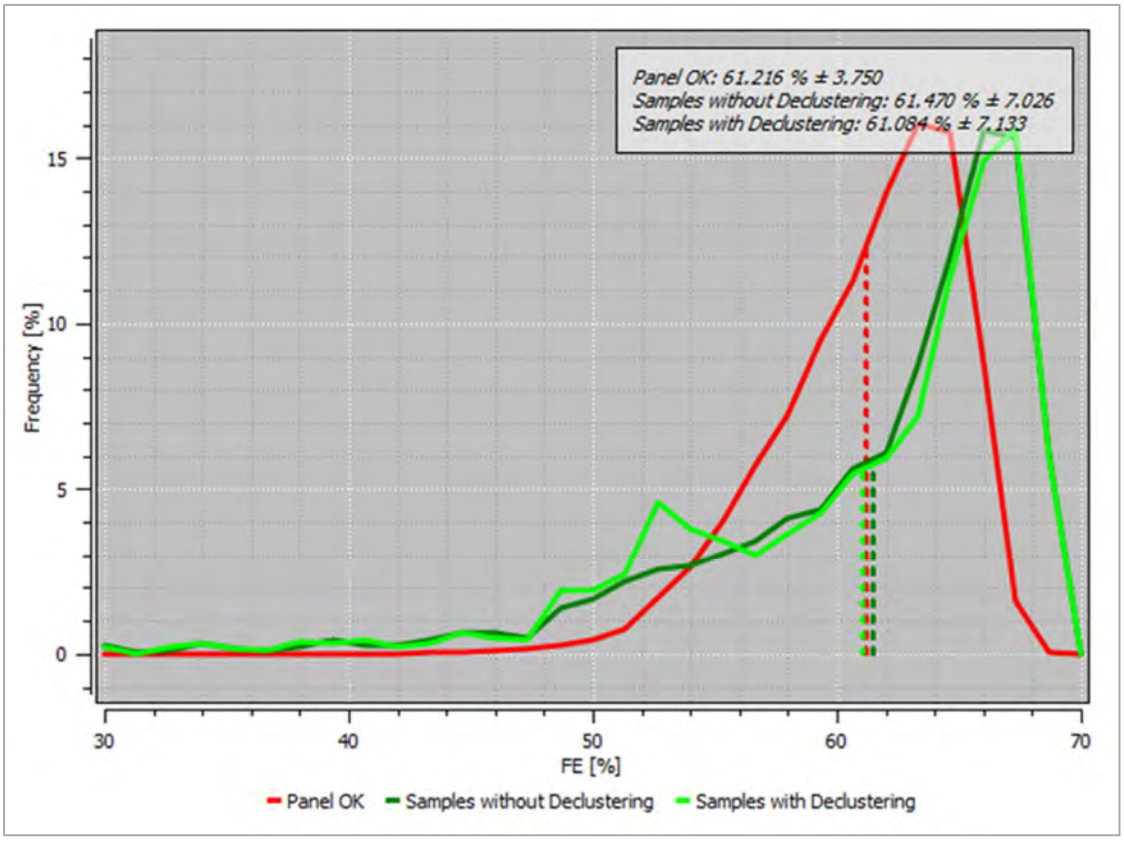


Figure 11-10: Illustration of Typical Visual Validation

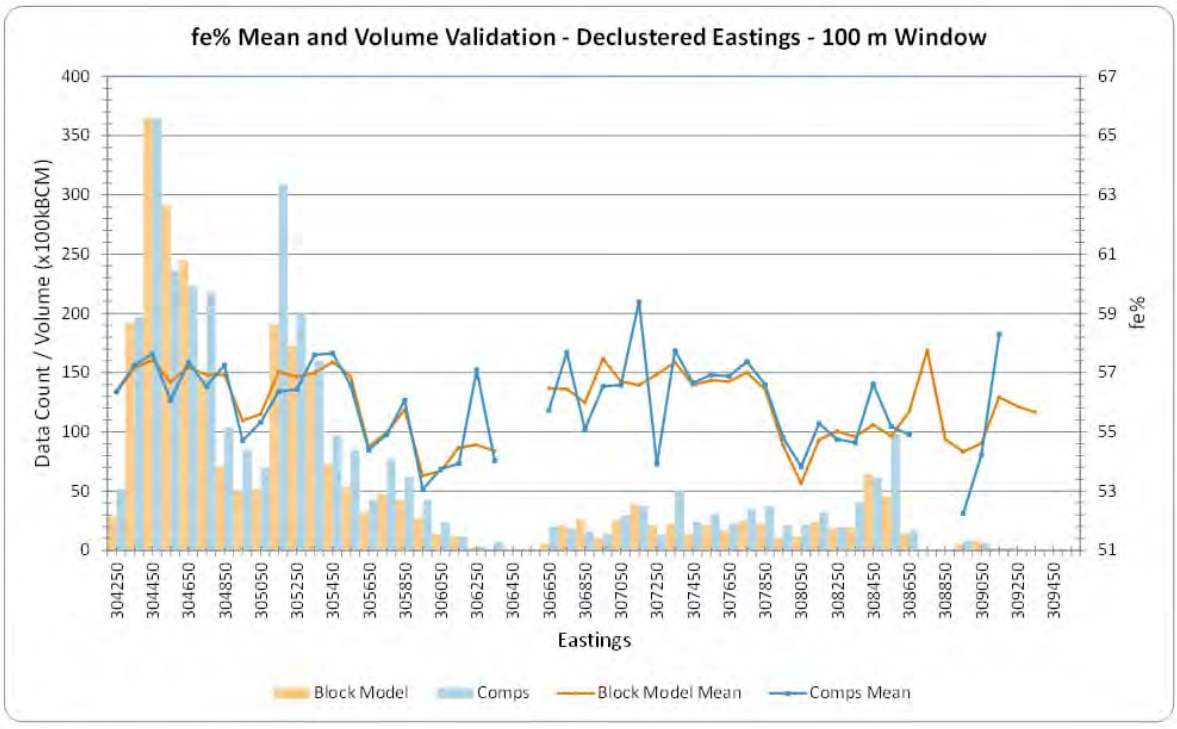
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Red lines represent Block grades (panel OK), dark green lines Samples and light green lines declustered Samples.

Figure 11-11: Typical Global Statistical Comparison – Block grades vs Samples

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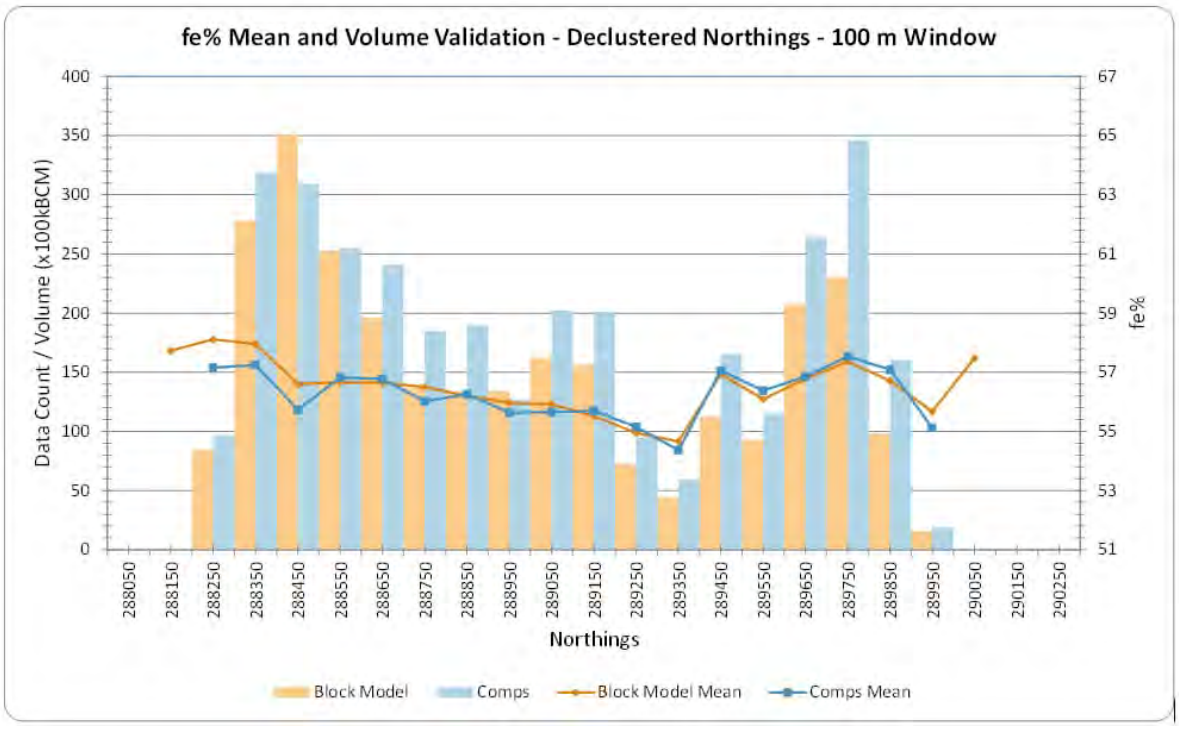
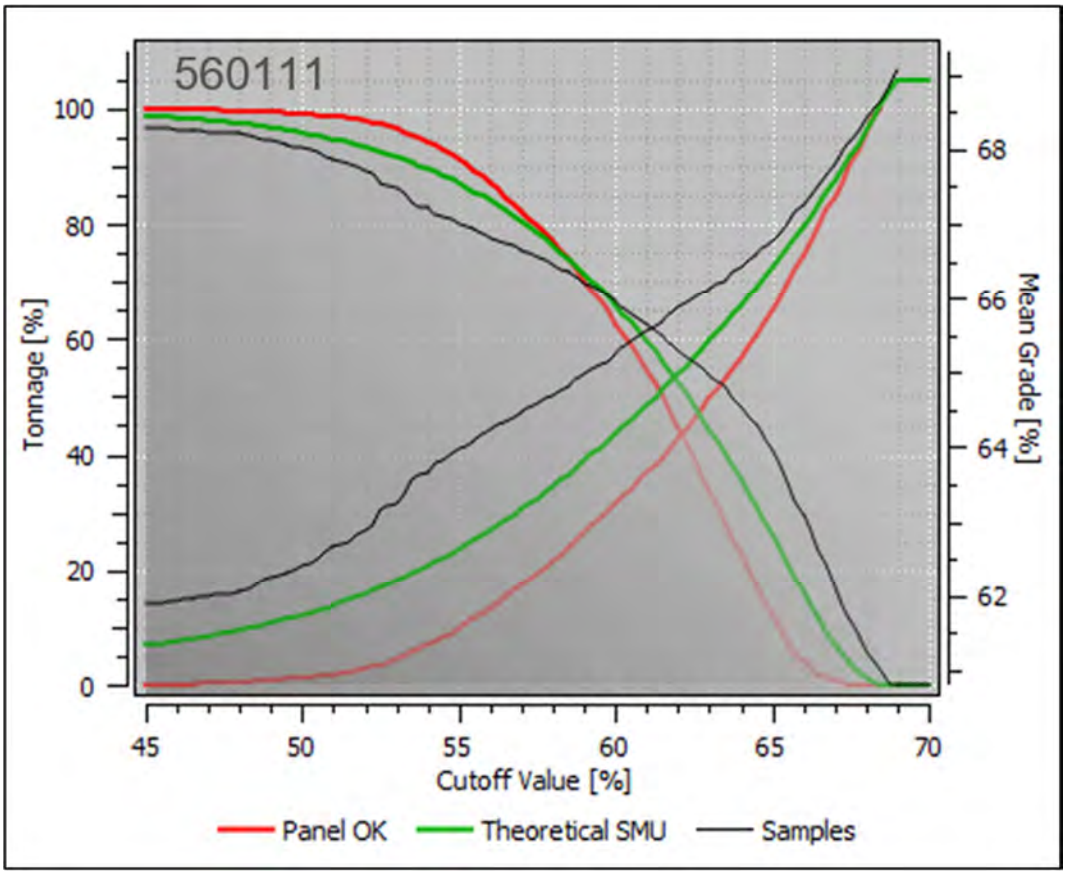


Figure 11-12: Illustration of Typical Swath Plots for Mineralised Transitional MacLeod

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Black lines represent Samples, red lines Model (panel OK) and green lines Gaussian Change of Support (Theoretical SMU) techniques.

Figure 11-13: Example of Graphical Comparison of Samples and Estimates

11.1.8 Resource Classification Criteria and Uncertainty in the Estimates

The qualified person has classified Mineral Resources reported in this Technical Report Summary into Inferred, Indicated, and Measured Mineral Resources in accordance with Items 1303 and 1304 of Regulation S-K (§229.1303 and §229.1304).

Classification of WAIO Mineral Resources is deposit dependent and detailed within the individual resource modelling reports. Factors influencing resource classification include:

- data density/spacing in three dimensions,
- location, grade and geophysical data quality,
- geological continuity and/or complexity,
- grade variability,
- estimation quality,

- weathering zones and proximity to the water table,
- tenure boundaries
- the possibility of eventual economic extraction including:
  - size (horizontal extents and depth) and continuity of mineralisation,
  - location of the deposit in relation to existing WAIO infrastructure,
  - mineralisation “ore-type” (standard Brockman, Marra Mamba and CID ore-types or non-standard detrital, Yandicoogina and Weeli Wolli hosted mineralisation) and quality, and
  - review of heritage and environmental modifying factors.

WAIO utilises a two-phased approach to classification.

Phase 1 entails the application of “quantitative criteria” to each model block.

Quantitative criteria are measured or calculated values and comprise slope of regression, kriging variance, kriging efficiency, drill spacing, geology domain, estimation pass, weathering, average distance to samples, and number of samples used. Table 11-1 outlines a summary of typical quantitative Mineral Resource classification criteria for each of the Measured, Indicated and Inferred categories, respectively.

Table 11-1: Typical Quantitative criteria for Mineral Resource Classification

Quantitative Criteria	Measured Resource	Indicated Resource	Inferred Resource
Estimation Method	OK (Fe, Al_2O_3, SiO_2, P, LOI)	OK (Fe, Al_2O_3, SiO_2, P, LOI)	OK (Fe, Al_2O_3, SiO_2, P, LOI)
Nominal Drillhole Spacing	<= 50m x 50m	<= 150m x 50m	>150m x 50m but <=600m x 100m
Combined Slope of Regression (Fe, Al_2O_3, SiO_2)	>=0.8	>=0.5 – 0.6	
Fe Slope of Regression	>=0.8	>=0.5 – 0.6	
Average Distance to Samples (Fe Estimate)	<150m	<250 – 350m	
Estimation Pass	Pass = 1	Pass >= 1	Pass >= 1
Total Assay	>97 and <102%		
Estimation Pass (Density)	Pass >=1		
Sample Quality Indicator (where 1 = 100% good quality data)	>=0.5		
Weathering code	<2		

After applying Phase 1 criteria to the model, blocks are then re-classified on a local basis using a qualitative, more subjective approach (Phase 2) to address areas of uncertainty and inconsistency in classification. Areas of the model where higher uncertainty exists are targeted and downgraded in classification category. Some examples of Phase 2 re-classification are as follows:

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- **Data density:** Closer drill spacing will increase the density of information available for geological interpretation and grade estimation, with a corresponding decrease in uncertainty, depending on local geological complexity and value drivers. Typically, a 50m x 50m drill spacing will enable a Measured classification, a 150m x 50m drill spacing will enable an Indicated classification; and greater drill spacings up to 600m will enable an Inferred classification to be applied to a resource estimate. Gaps in data density such as steep terrain, where drillhole access is not possible, are taken into account by downgrading the classification category.
- **Geological confidence**: A complex structure and/or ambiguity in the geological interpretation can lead to a lower confidence for parts of the model. This is taken into account during the classification process, with downgrading of classification categories applied to blocks in the vicinity of these structures / interpretations.
- **Material type**: Hardcap material has historically shown poor production reconciliation, with higher grade variability present. This uncertainty is reflected in the lower classification applied to hardcap with respect to underlying bedrock.
- **Artefacts** such as stripes or bullseyes are present in the distribution of classified model blocks; in this case the classification within the affected region should be made consistent.

Table 11-2 outlines a summary of typical qualitative Mineral Resource classification criteria for each of the Measured, Indicated and Inferred categories respectively. This table outlines the various sources of uncertainty present, and how these are addressed.

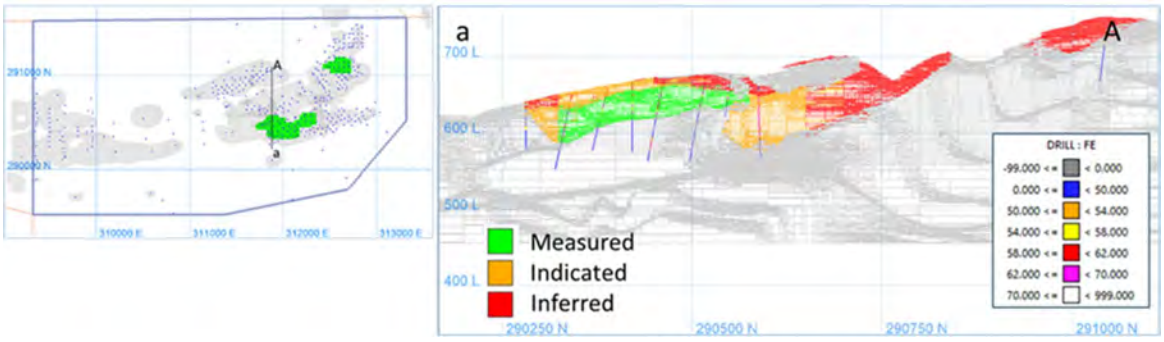
Table 11-2: Typical Qualitative criteria for Mineral Resource Classification

<table>
<tr><th>Qualitative Criteria</th><th>Measured Resource</th><th>Indicated Resource</th><th>Inferred Resource</th></tr>
<tr><td>Geological Confidence</td><td>High</td><td>Medium</td><td>Low</td></tr>
<tr><td>Grade Continuity</td><td>High</td><td>Medium</td><td rowspan="6"></td></tr>
<tr><td rowspan="3">Data Availability</td><td colspan="2">Downgrade due to the absence of important data types such as verification of density data</td></tr>
<tr><td colspan="2">Exclude blocks estimated by extrapolation or where there is limited local data available (e.g., down dip beyond the depth of drilling)</td></tr>
<tr><td colspan="2">Downgrade where the entire thickness of the mineralised unit is not adequately tested due to hole failure</td></tr>
<tr><td>Geology</td><td colspan="2">Downgrade where structural complexity and/or ambiguity in geological interpretation is present</td></tr>
<tr><td>Stratigraphy</td><td colspan="2">Exclude weakly mineralised sub members which can display poor grade continuity and have a low number of samples available</td></tr>
<tr><td>Data Quality</td><td colspan="2">Appropriate drilling and sample methods, QAQC data and outcomes</td></tr>
</table>

	Downgrade where drillholes are orientated sub parallel to stratigraphy causing sub optimal sampling and uncertain contact location		
	Downgrade where assay bias is demonstrated or suspected		
Economic extraction	**Exclude** where there is no realistic prospect of economic extraction due to various factors including hostile tenement boundaries, infrastructure, in-pit backfilling/waste dumps and areas surrounding important heritage sites or environmental sites		
Weathering – Hardcap/Detrital	**Downgrade** by one category compared to the underlying transitional domain due to the inherent variability and volume outcomes associated with Hardcap/detrital material		
Spatial Continuity and Local Data Availability	**Downgrade** small, isolated volumes defined by limited local sampling		

Uncertainty using the above process has been taken into account during the compilation and classification of WAIO's resource estimates, such that in the QP's opinion they are deemed appropriate for their intended purpose of global resource reporting and medium to long-term mine planning studies. It is the qualified person's opinion that this systematic two-phase workflow produces a representative and industry-standard application of classification across WAIO deposits, with deposit uncertainties addressed appropriately.

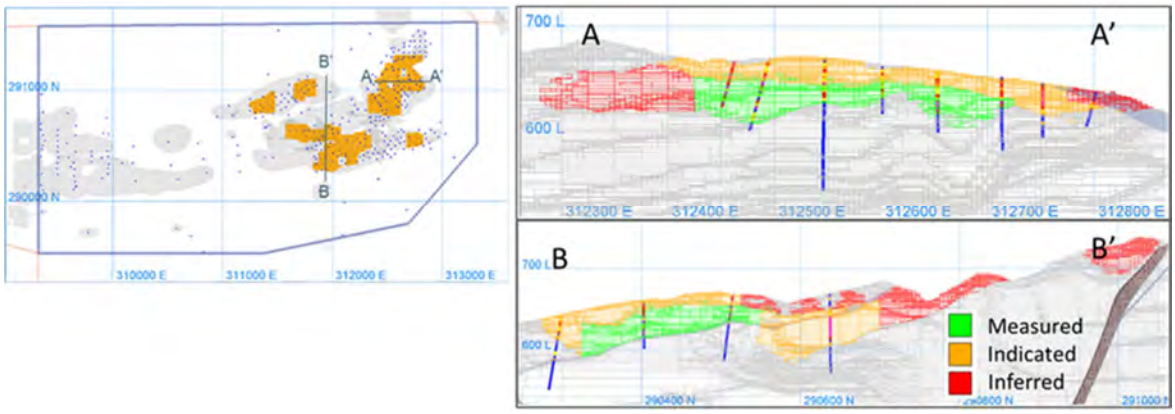
Figure 11-14, Figure 11-15 and Figure 11-16 provide examples of resource classification for WAIO deposits, where the influence of data density, grade continuity, weathering, and structural complexity upon classification can be seen.



Note: Collar location, low-grade wireframe (in grey); Measured Mineral Resource (in green) through a typical iron deposit.

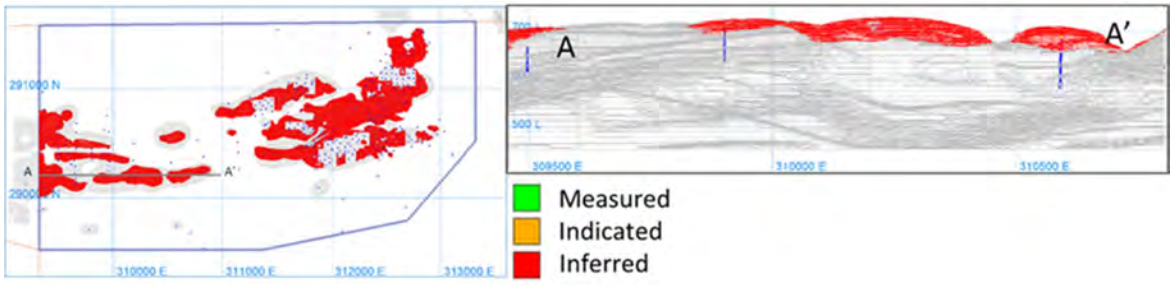
Figure 11-14: Measured Resource Classification – Plan view and cross-section

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Note: Collar location, low-grade wireframe (in grey); Indicated Mineral Resource (in orange) through a typical iron deposit

Figure 11-15: Indicated Resource Classification – Plan view and cross-section



Note: Collar location, low-grade wireframe (in grey); Inferred Mineral Resource (in red) through a typical iron deposit

Figure 11-16: Inferred Resource Classification – Plan view and cross-section

Reconciliation carried out on an annual basis supports the confidence WAIO has in the resource estimates and related resource classifications. The F1 reconciliation compares the grade control model with the mining model, where the mining model is simply the regularised resource model (see Section 12.2.6 for a more detailed explanation). The levels of uncertainty deemed acceptable by WAIO for each resource class during reconciliation are quantified in Table 11-3. Any deposits with tolerances outside those listed below are investigated and remediation made as appropriate.

Table 11-4 provides the F1 reconciliation results for each Resource class across WAIO for the full 2021 calendar year and all values are well within the tolerances in Table 11-3.

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Table 11-3: Acceptable uncertainty tolerances for Mineral Resource class

Resource Class	Annual Reconciliation Tolerance		
	Tonnes	Fe	P, SiO_2, Al_2O_3, LOI
Measured	+/- 10% Relative	+/- 0.5% Absolute	+/- 10% Relative
Indicated	+/- 15% Relative	+/- 1.0% Absolute	+/- 15% Relative
Inferred	+/- 20% Relative	+/- 1.5% Absolute	+/- 20% Relative

Table 11-4: CY2021 F1 Reconciliation Factor by Resource Classification

Resource Class	F1 Reconciliation Factors					
	Tonnes	Fe	P	SiO_2	Al_2O_3	LOI
Measured	1.02	0.996	1.00	1.03	1.08	1.01
Indicated	1.02	0.995	1.01	1.06	1.09	1.00
Inferred	1.06	0.997	1.05	1.05	1.07	0.97

Note – F1 reconciliation factors represent the dimensionless ratio of mining model / grade control model. The ratios for grade values are calculated on grade percentages not on contained metal units.

It is the qualified person's opinion that appropriate reconciliation processes are in place to monitor uncertainties and uphold data quality and classification standards.

11.2 Estimates of Mineral Resources

11.2.1 Estimate of Cut-Off Grades

WAIO's mining operations are surface / open-cut pits only and therefore all assumptions for the estimation of cut-off grade are based on this mining method.

To estimate cut-off grades, the assumed unit operating cost for the purpose of this report is US$17.4 per wmt (details in Section 0). This cost represents the average of WAIO's actual performance for the past three financial years (FY2019 to FY2021). The unit cost is the cost to put one wet metric tonne of ore on the ship (i.e free-on-board, FOB) including mining, processing, rail port costs and overheads. Assuming an average of 61% Fe in the shipped ore and 3.5% in-situ moisture, this unit operating cost equates to US$18.3 per dmt on a 62% Fe basis.

Since the majority of WAIO's iron ore has been sold against the industry standard Platts 62% Fe Fines Index on FOB basis, a Platts 62% Fe Fines Index FOB price of US$86 per dmt has been assumed to estimate the cut-off grades. The selected commodity price represents the median of the historical actual calendar monthly average prices over a timeframe of the preceding three financial years from July 2018 to June 2021. The reason for selecting this method is described in Section 12.1.2.

A mathematical estimate of cut-off grade based on assumed costs of operation and commodity prices is not considered suitable to establish the prospects of economic extraction

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for WAIO's Mineral Resources. This is because iron ore is a bulk commodity and WAIO is a producer of direct shipping ore which is sold without any beneficiation or concentration. To meet the requirements of its customers WAIO's shipped ore types must contain a certain minimum iron content, coupled with low variability in grade, and this dictates the choice of the cut-off grade.

WAIO aims to maintain a minimum grade of 61% Fe in the fines ore types for BKM and MM ore types and 57% Fe in the fines ore for CID ore type. Seeking to achieve these minimum iron contents in the shipped ore helps WAIO keep the major deleterious elements within a narrow range of the Platts 62% Fe Fines Index specifications (i.e., SiO_2 <4%, Al_2O_3 <2.25% and P <0.09%). WAIO aims to maintain these specifications irrespective of the prevailing commodity prices and costs of its operations, in order to meet customer expectations and avoid price penalties on its ore types.

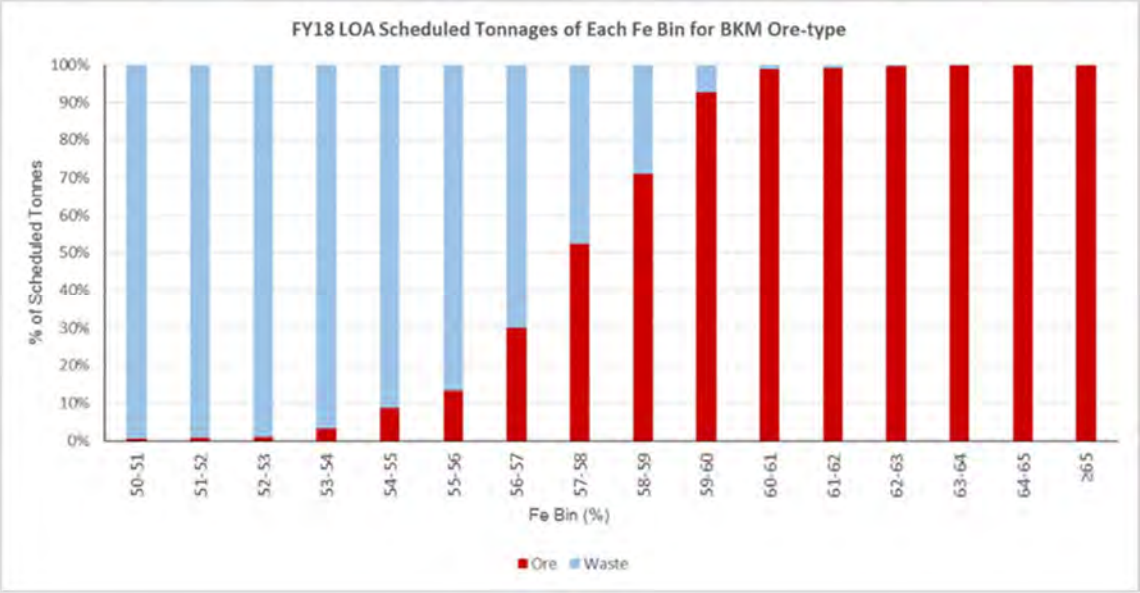
In view of the above considerations, a fixed cut-off grade for each of the BKM, MM and CID ore types (listed in Table 11-5) is applied for reporting WAIO's Mineral Resources. These cut-off grades do not change with changes in commodity price and costs of operation.

Table 11-5: Mineral Resource Reporting Cut-off Grade per Ore Type

Ore Type		Cut-off
Brockman Iron Formation (exclusive of Whaleback Brockman, which is very high-grade)	BKM	≥54% Fe
Whaleback Brockman	BKM	≥ 50% Fe
Marra Mamba Iron Formation	MM	≥54% Fe
Channel Iron Deposits	CID	≥52%
Detrital Iron Deposits	DID	≥ 58% Fe and <6% Al_2O_3

The selection of these cut-off grades has been tested as described below to confirm that these provide a reasonable basis for establishing the prospects of economic extraction for WAIO's Mineral Resources.

The destination of mined material (to process plant for ore or to waste dump for waste) has been analysed based on the actual scheduled tonnes for each Fe grade bin for each ore-type in the strategic life-of-asset (LoA) plan. Figure 11-17 is an illustration of this analysis for the BKM ore type but similar analyses have also been completed for other ore types.



Note: Mineral Resource cut-off grade for BKM material is 54% Fe vs mining cut-off grade of 58% Fe.

Figure 11-17: Ore vs Waste Contribution per Fe bin (normalised to 100%) for BKM ore type

These analyses show that it is reasonable to consider that material above the selected Mineral Resource cut-off grades would be eligible for sale via blending with higher grade ores, as indicated by WAIO strategic mine planning.

In addition to the above, the required breakeven Platts 62% Fe Fines Index price for the unit operating cost of US$18.3 per dmt works out to US$21/t for the 54% Fe cut-off grade. The following formula was used for this calculation.

$$\text{Breakeven Platts 62\% Fe Index Price} = \frac{\text{Unit operating cost (US\$/t, FOB)}}{\text{Selected cut-off grade (\% Fe)}} \times \text{Platts Index Fe grade (62\% Fe)}$$

This breakeven commodity price US$21/t for 54% Fe cut-off grade is below the selected long-term commodity price of US$86 per dmt FOB. Therefore the cut-off grades are considered to provide a reasonable basis for establishing the prospects of economic extraction for WAIO Mineral Resources.

It is worth clarifying that the Mineral Resource cut-off grades are lower than the typical nominal mining cut-off grades that define ore vs waste at the time of mining for each ore type at each operating hub (see Table 12-4). Optimised mine plans and mining cut-off grades are re-evaluated each year as part of the WAIO LoA planning process, which defines the optimal way to produce each blended ore type for the market whilst seeking to obtain the highest return possible. Each year the LoA optimisation process uses updated commodity prices, penalties for deleterious elements, operating costs and operating capabilities for each mining

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hub (details in Section 12). The Mineral Resources estimated based on resource cut-off grades are used for long-term strategic purposes, whereas mining cut-off grades drive short-term tactical decisions.

11.2.2 Metallurgical or Processing Recoveries

WAIO iron ore deposits are predominantly direct shipping ore (DSO) and the run-of-mine ore requires only crushing and screening to produce the final marketable ore types, namely lump and fines. In FY2022, less than 2% of the total annual production was beneficiated at a mass yield between 95%. The material intended for the beneficiation plant is sourced from only the Whaleback deposit and is defined at the time of estimating Mineral Reserve, not during Mineral Resource estimation. Based on the design of process plants and historical performance, a 100% metallurgical recovery has been considered as the basis for all Mineral Resource estimation.

11.2.3 Reference Point for Mineral Resource Estimates

Mineral Resources estimates are reported as at 30 June 2022 on an *in-situ* basis and exclusive of those parts already converted to Mineral Reserves.

11.2.4 Multiple Commodity Mineral Resource

This report is a single commodity Mineral Resource and the grade reported is the iron content (Fe). However, the most common contaminants like phosphorous (P), silica (SiO_2) and alumina (Al_2O_3), together with loss-on-ignition (LOI), are also important quality parameters of iron ore. Hence, P, SiO_2, Al_2O_3 and LOI of the iron ore are stated together to define the overall ore quality.

11.2.5 Summary of Mineral Resource Estimates

A summary of Iron Ore Mineral Resources for WAIO at the end of the fiscal year ended 30 June 2022 based on Platts 62% Fe Fines Index FOB Price of US$86/dmt is presented in Table 11-6. These Mineral Resources are exclusive of those Mineral Resources that have been converted to Mineral Reserves and on WAIO equity ownership basis.

In-situ Mineral Resources are reported within the design pit shell for developed deposits, and within the optimisation shell for undeveloped deposits. Mineral Resources beneath these shells are not considered for reporting pursuant to S-K 1300, as they do not meet the Reasonable Prospects for Economic Extraction criteria (RPEE).

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Table 11-6: Summary of Mineral Resources at the end of the Fiscal Year 2022

Mineral Resources reported in this table are exclusive of Mineral Reserves and attributable to BHP's economic interest. See notes below for commodity price, cut-off grade, point of reference and metallurgical recovery.

Name of Joint Venture	Measured Mineral Resources						Indicated Mineral Resources						Measured + Indicated Mineral Resources						Inferred Mineral Resources					
	Mt	%Fe	%P	%SiO_2	%Al_2O_3	%LOI	Mt	%Fe	%P	%SiO_2	%Al_2O_3	%LOI	Mt	%Fe	%P	%SiO_2	%Al_2O_3	%LOI	Mt	%Fe	%P	%SiO_2	%Al_2O_3	%LOI
Mt Newman	250	61.0	0.11	3.5	2.3	6.2	770	59.7	0.13	4.8	2.8	6.3	1,020	60.0	0.12	4.5	2.7	6.3	2,240	59.7	0.12	4.8	2.6	6.4
Goldsworthy	100	56.7	0.13	7.9	3.6	6.8	490	58.8	0.08	6.0	3.0	6.0	590	58.4	0.09	6.4	3.1	6.2	3,900	59.9	0.10	5.2	2.3	6.2
Yandi	360	58.3	0.11	4.7	2.4	8.9	1,300	59.4	0.14	4.5	2.3	7.6	1,660	59.2	0.13	4.5	2.3	7.8	1,930	57.9	0.13	5.5	2.6	8.3
Jimblebar	210	60.1	0.10	5.1	2.9	5.2	560	59.5	0.14	5.3	3.1	5.7	760	59.7	0.13	5.2	3.0	5.6	280	58.6	0.10	5.7	3.4	6.2
BHP (Non-JV)	170	60.5	0.13	4.8	2.5	5.6	200	59.3	0.13	6.1	2.5	6.0	370	59.9	0.13	5.5	2.5	5.8	2,050	59.0	0.13	4.9	2.8	7.1
WAIO Total	**1,090**	**59.5**	**0.11**	**4.8**	**2.6**	**6.8**	**3,320**	**59.4**	**0.13**	**5.0**	**2.7**	**6.6**	**4,400**	**59.4**	**0.12**	**5.0**	**2.6**	**6.7**	**10,410**	**59.3**	**0.12**	**5.1**	**2.6**	**6.8**

(1) Qualified Person: Ellen Maidens (MAIG), Craig Allison (MAusIMM) and Shane Whittaker (MAusIMM). They are full-time employees of BHP.

(2) For estimation of cut-off grades and Mineral Resources, a long-term iron ore price of US $86 per dmt for Platts 62% Fe Fines Index and unit operating cost of US $17.4 per wmt were used for the purpose of this report, both on FOB Port Hedland basis. The price used represents the median of the 3-year trailing calendar monthly averages over the timeframe from July 2018 to June 2021. The unit operating cost is the average of the actual yearly operating cost of WAIO for the last three years from FY2019 to FY2021.

(3) All Mineral Resources were reported on in-situ basis as the point of reference and were exclusive of those parts of Mineral Resources which had already been converted to Mineral Reserves. The current practice of open-cut mining method has been assumed for all the Mineral Resource estimates.

(4) The Mineral Resources have an effective date of 30 June 2022 and are reported on the basis of BHP's economic interest. BHP has a 85% economic interest in Newman, Jimblebar, Goldsworthy MAC and Yandi joint ventures and 100% in BHP (Non-JV). POSMAC joint venture, in which BHP has 65% interest, holds only 2 Mt Measured and Indicated Mineral Resources and 3 Mt Inferred Mineral Resources and is shown as part of Goldsworthy MAC in this table.

(5) Mineral Resources shown in the table comprise mostly Brockman (BKM) and Marra Mamba (MM) ore types with minor amounts of Detrital Iron Deposits (DID) for all joint ventures, except Yandi which additionally include some Channel Iron Deposits (CID). Cut-off grades used for estimating the Mineral Resources are: BKM – 54% Fe, MM – 54% Fe, CID – 52% Fe and DID – 58% Fe and <= 6% Al2O3.

(6) Mineral Resource classification is based on drill spacing, assessments of geostatistical parameters, geological confidence and data quality considerations as appropriate.

(7) The grades listed above (Fe – iron, P – phosphorous, SiO_2 – silica and Al_2O_3 – alumina) refer to in situ mass percentage on a dry weight basis. LOI (loss on ignition) refers to loss of mass (dry basis) during the assaying process. Tonnages are reported as wet tonnes for all ore types, including approximate moisture contents: BKM – 3%, CID – 8%, DID – 4% and MM – 4%.

(8) WAIO produces a single commodity (Fe). Additional deleterious elements are reported for quality purposes.

(9) WAIO is predominantly a producer of direct shipping ore and based on design of process plants and historical performance the metallurgical recovery has been assumed as 100% for the purpose of reporting all Mineral Resources.

(10) Tonnes are shown in million metric tonnes (Mt) and are rounded to nearest 10 million tonnes to reflect order of accuracy of the estimates. As a result, some figures may not add up to totals shown in the table.

The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

11.3 Opinion on Influences for Economic Extraction

Estimates of Inferred Mineral Resources have significant geological uncertainty and it should not be assumed that all or any part of an Inferred Mineral Resource will be converted to Measured or Indicated categories with further work. Mineral Resources that are not Mineral Reserves do not meet the threshold for reserve modifying factors, such as estimated economic viability, that would allow for conversion to Mineral Reserves.

The qualified person is of the opinion that, with the recommendations and opportunities outlined in Section 23.1, any issues relating to all applicable technical and economic factors likely to influence the prospect of economic extraction can be resolved with further work, apart from those listed in Table 11-2.

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12 Mineral Reserve Estimates

WAIO Mineral Reserve estimates are derived from the latest Life of Asset (LoA) mine plan. The process flow with key steps in the mine planning process to convert the Mineral Resource estimates to the Mineral Reserve estimates are presented in Figure 12-1.



Figure 12-1: Process flow with Key Steps for Mineral Reserve Estimates

The WAIO mine plans are regularly (at least annually) optimised as part of the BHP Corporate Alignment Planning (CAP) cycle using the open-pit designs together with Mining Models, cost, revenue and production rate factors to generate LoA schedules.

The geotechnical parameters are provided by the WAIO Geotechnical Engineering team. These parameters are developed after comprehensive studies, at least of pre-feasibility level, for each deposit assessing the geological conditions and factors of safety. The pit slope angles are based on these studies outcomes and recommendations (detailed in Section 13.2.1).

Ore loss (mining recovery) and dilution are inherent in the process of regularising the Resource Models to the Selective Mining Unit (SMU) size to generate the Mining Models. The WAIO Iron Ore deposits are bulk deposits and while some ore loss and dilution may occur along the edges, this is accounted for in the model regularisation process. No additional ore loss factor and dilution have been applied. The net recovery after regularising the resource models is between 95% and 90%. Table 12-1 shows the ore recovery factor between unregularised resource model and regularised mining model for a deposit in the Packsaddle project area at MAC as an illustration.

In the QPs' opinion, this methodology is adequate for application of ore loss and dilution modifying factors in estimation of the Mineral Reserves.

Table 12-1: Ore Recovery Factor between Unregularised and Regularised Resource Model

High-Grade Ore (>58% Fe)	Un-regularised Resource Model		Regularised Resource Model		Recovery Tonnage %
	Tonnage(t)	Fe%	Tonnage(t)	Fe%	
All Resource Classes	517,453,014	61.0	483,449,311	60.9	93.4%
Measured and Indicated Resource only	458,478,690	61.1	435,474,460	61.0	95.0%

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Furthermore, the long-term reconciliation factor between Mining Models and shipped ore demonstrates that the regularisation process reasonably accounts for ore loss and dilution (further details in Section 12.2.6).

Optimised pit limits and phase generation are determined as described in Section 12.1.4.

Optimised pit shells are then imported into industry standard mine design software to generate pushback and final pit design limits, with crest and toe strings, haul road access and incorporating minimum mining widths. Designs are reviewed using internal geotechnical expertise. The Mining Model, optimisation and design outputs are each peer reviewed and approved for use and audited as required by the internal governance department to ensure WAIO quality standards are met.

The material contained within the final pit designs is then used as input for the mine scheduling process. WAIO mine plans are run at annual increments with a target of maximising the Ore for Rail (OFR) production to the current capacity of approximately 250 Mtpa.

Mineral Reserves contain only that part of Mineral Resources which are scheduled as economic ore in the mine plan. Inferred Mineral Resources are allowed to contribute to the pit optimisation and the mine schedules but treated as waste for Mineral Reserve estimates (i.e. no positive revenue contribution is assigned to the Inferred Mineral Resources).

12.1 Key Assumptions, Parameters and Methods Used

12.1.1 Conversion of Resource Models to Mining Models

The latest and approved resource models and Mineral Resource estimates have been used for mine planning and conversion to Mineral Reserves by application of all relevant modifying factors.

The resource models are converted to Mining Models (WAIO equivalent of a “Reserve” model) by regularising the resource model blocks to SMU-sized blocks that have a single material type and set of grades (Fe, P, SiO_2, Al_2O_3 and LOI). The selected size of the SMUs reflects the mining method, the mining equipment and integrity of the supporting resource model. SMU sizes range from 10m x 10m x 4m (XYZ) for excavator operations to 10m x 10m x 12m (XYZ) for face shovel operations.

12.1.2 Long-term Price Estimate

Iron ore is a bulk commodity and the commodity price of iron ore types varies depending on the supply and demand situation at the time. Since the late 2000’s and with the introduction of spot pricing, the commodity price has seen greater variability over both short (week/month) and long (year) time horizons. During this period at least two cycles of price variation have been observed, with monthly average prices swinging between US$210/dmt and US$40/dmt.

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WAIO produces four fines ore types and one lump ore type. All the fines iron ore types are sold in the market on the benchmark industry-standard Platts 62% Fe Fines Index (Platts IODEX). BHP's Market Analysis and Economics team keeps track of the nominal, calendar month average of the Platts 62% Fe Index price FOB Port Hedland.

Unlike the fines ore types, WAIO's single lump ore type is sold in the market independent of any benchmark price and therefore the Market Analysis and Economics team keeps track of the nominal, calendar month average realised price received by BHP FOB Port Hedland.

The long-term iron ore price for establishing economic viability of WAIO's Mineral Reserve was calculated from the historical actual calendar monthly average prices over a timeframe of the preceding three financial years from July 2018 to June 2021. Iron ore is an exchange traded commodity and three years is considered a long enough period to cover a range of price fluctuations.

The long-term iron ore price for establishing economic viability was calculated by taking the median of these 36 calendar monthly average prices. The median was considered more robust than the mean (average) as a few spikes in prices (very high or very low) in the data set would skew the 'mean' value more compared to the 'median' value.

The method of estimating the long-term iron ore price based on actual historical data is considered appropriate, as it is factual, objective, and transparent to the market.

In addition, the economic analysis presented in Section 19 demonstrates that WAIO's Mineral Reserve estimates have not been highly sensitive to variation in the prices as a result using the 3-year median price.

The estimated long-term prices (rounded to the nearest whole number) for both fines and lump ore types are presented in Table 12-2 and have been used for the determination of WAIO's Mineral Reserves as at 30 June 2022.

Table 12-2: Long-term Iron Ore Price used to Estimate Mineral Reserves

IRON ORE - FINES Platts 62% Fe Index Price (Port Hedland FOB)	**IRON ORE - LUMP** Lump 62.5% Fe (Port Hedland FOB)
US$86 per dmt	US$103 per dmt

The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

It may be noted that the average prices for FY2022 have remained higher than the above price assumptions.

12.1.3 Cost Estimates / Assumptions

At any point in time, production is drawn from multiple separate pits which are at different stages in their life – some developing, some in full production and some nearing end of life. The active mining benches are located at depths ranging from near surface to bottom of final pit. Additionally, the location of pits from material destinations (processing facilities and waste dumps) ranges between near the pit to a few kilometres. Therefore, in the opinion of QPs, the average haulage distance is not expected to increase significantly and hence the average actual operating costs for the total annual production meet pre-feasibility level accuracy (± 25%) for use in determination of Mineral Reserves. These operating costs have been applied at the time of pit optimisation and for the LoA scheduling.

Capital cost estimates are included in the LoA plan and are based on the estimates derived from the Pre-Feasibility level studies utilising experience from the construction of similar WAIO projects in the Pilbara region of WA.

Sustaining capital cost estimates are based on the major equipment rebuild, replacement schedule and other capital required to sustain the Optimised Base Plan (OBP) production level.

Significant changes to the cost assumptions are an area of uncertainty, however the Mineral Reserve estimates have not been highly sensitive to variation in the cost assumptions, as shown in Section 19.

Closure costs have been included for the pit optimisation and for the LoA schedules by conversion into a unit cost per tonne of material mined.

The estimation of costs for the determination of Mineral Reserves is presented Section 0.

12.1.4 Pit Optimisation Details

Most of the WAIO pits have been actively mined for a number of years. Pit Optimisation has been conducted for each of the pits to determine the optimal economic limit and shape for the open-pit, to guide the pit design process.

Pit Optimisation is undertaken in the BHP in-house software “BlasorFlow” that is based on the Lerch-Grossman (LG) algorithm. The LG algorithm is industry standard and the pit optimisation outputs from BlasorFlow are similar to other industry standard software(s). This method works on the block model of an orebody, along with the recommended overall pit slopes defined as structure arcs in the software. BlasorFlow calculates the value of the blocks to define a pit outline that has the highest possible economic value and generates progressive nested pit shells based on the revenue factors.

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Most commonly, a number of nested pit shells are generated using a range of revenue factors from 0.2 to 1.5 at 0.02 increments. That means a series of pit optimisations for the iron ore prices ranging from 20% to 150% of the mid-case long-term price.

Mine Planning engineers use the results of the optimisation to select the most economic and most practical pit limit outline to guide the detailed pit design process. The following table and figures show the typical results of the optimisation and optimisation analysis to select the pit shell.

Other than the highest NPV, the pit shell selection also considers other important parameters such as *incremental margin between shells*, *incremental strip ratio* and *percentage of mineralised material compared to the Revenue Factor 1.0 (RF1.0) shell*.

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Table 12-3: Pit Optimisation Selection

Shell	Revenue Factor (RF)	Total Rock (Mt)	Mineralised Material (Mt)	Waste (Mt)	Cashflow	NPV	Margin ($/t)	Incremental Margin ($/t)	Strip Ratio	Incremental SR
1	0.20	0.5	0.4	0.02	15.7	14.6	$ 35.47		0.05	
2	0.23	78.8	56.0	22.8	1,844.7	1,506.7	$ 32.94	$ 32.92	0.41	0.41
3	0.25	136.6	90.2	46.4	2,892.9	2,149.1	$ 32.08	$ 30.67	0.51	0.69
4	0.28	164.4	100.9	63.5	3,209.0	2,316.0	$ 31.81	$ 29.57	0.63	1.60
5	0.31	182.6	106.2	76.4	3,358.1	2,388.5	$ 31.63	$ 28.06	0.72	2.42
6	0.33	195.5	109.4	86.1	3,443.7	2,430.0	$ 31.48	$ 26.61	0.79	3.01
7	0.36	205.5	111.5	94.0	3,496.4	2,455.7	$ 31.37	$ 25.43	0.84	3.81
8	0.39	214.1	113.0	101.1	3,534.4	2,473.4	$ 31.27	$ 24.31	0.89	4.52
9	0.41	218.2	113.7	104.5	3,549.5	2,479.9	$ 31.22	$ 22.84	0.92	5.17
10	0.44	222.9	114.4	108.5	3,564.3	2,486.1	$ 31.16	$ 21.29	0.95	5.75
11	**0.47**	**225.6**	**114.8**	**110.8**	**3,571.9**	**2,489.2**	**$ 31.12**	**$ 20.03**	**0.97**	**6.16**
12	0.49	228.6	115.1	113.4	3,578.8	2,492.0	$ 31.08	$ 19.18	0.99	7.22
13	0.52	230.0	115.3	114.7	3,581.8	2,493.1	$ 31.07	$ 17.85	0.99	7.81
14	0.54	231.1	115.4	115.7	3,583.6	2,493.8	$ 31.05	$ 16.87	1.00	8.79
15	0.57	232.5	115.5	117.0	3,585.9	2,494.6	$ 31.03	$ 15.78	1.01	9.20
16	0.60	234.1	115.7	118.4	3,587.9	2,495.3	$ 31.01	$ 15.08	1.02	10.53
17	0.62	235.6	115.8	119.8	3,589.6	2,495.8	$ 31.00	$ 13.85	1.03	10.90
18	0.65	236.8	115.9	120.9	3,590.9	2,496.2	$ 30.98	$ 13.46	1.04	11.96
19	0.68	237.0	115.9	121.1	3,591.1	2,496.3	$ 30.98	$ 10.86	1.04	10.36
20	0.70	238.4	116.0	122.4	3,592.2	2,496.5	$ 30.96	$ 11.52	1.05	13.47
21	0.73	238.8	116.0	122.8	3,592.5	2,496.5	$ 30.96	$ 10.11	1.06	13.51
22	0.76	240.3	116.1	124.2	3,593.4	2,496.7	$ 30.94	$ 9.04	1.07	14.59
23	0.78	241.2	116.2	125.0	3,593.8	2,496.8	$ 30.93	$ 8.08	1.08	15.20
24	0.81	243.3	116.3	127.0	3,594.7	2,496.8	$ 30.90	$ 7.28	1.09	16.30
25	0.84	243.4	116.3	127.1	3,594.7	2,496.8	$ 30.90	$ 6.44	1.09	16.72
26	**0.86**	**245.1**	**116.4**	**128.7**	**3,595.2**	**2,496.8**	**$ 30.88**	**$ 4.87**	**1.11**	**15.58**
27	0.89	245.2	116.4	128.8	3,595.3	2,496.8	$ 30.88	$ 4.50	1.11	18.03
28	0.92	246.2	116.5	129.7	3,595.4	2,496.8	$ 30.87	$ 3.32	1.11	18.03
29	0.94	246.4	116.5	129.9	3,595.5	2,496.7	$ 30.86	$ 2.37	1.11	19.22
30	0.97	246.7	116.5	130.2	3,595.5	2,496.7	$ 30.86	$ 1.65	1.12	19.79
31	**1.00**	**247.5**	**116.5**	**130.9**	**3,595.5**	**2,496.5**	**$ 30.85**	**$ 0.66**	**1.12**	**21.46**
32	1.02	248.4	116.6	131.8	3,595.5	2,496.4	$ 30.84	$ (0.40)	1.13	21.57
33	1.05	248.6	116.6	132.0	3,595.5	2,496.3	$ 30.84	$ (1.21)	1.13	24.59
34	1.08	249.0	116.6	132.4	3,595.4	2,496.3	$ 30.83	$ (2.12)	1.14	24.33
35	1.10	249.4	116.6	132.7	3,595.4	2,496.2	$ 30.83	$ (2.82)	1.14	22.11
36	1.13	249.6	116.6	133.0	3,595.4	2,496.1	$ 30.83	$ (4.27)	1.14	26.73
37	1.16	249.9	116.6	133.3	3,595.3	2,496.0	$ 30.82	$ (4.66)	1.14	24.56
38	1.18	250.0	116.6	133.3	3,595.3	2,496.0	$ 30.82	$ (6.21)	1.14	26.83
39	1.21	250.1	116.7	133.4	3,595.3	2,496.0	$ 30.82	$ (6.64)	1.14	26.91
40	1.23	250.2	116.7	133.6	3,595.2	2,495.9	$ 30.82	$ (6.89)	1.14	25.72
41	1.26	250.4	116.7	133.7	3,595.2	2,495.8	$ 30.82	$ (7.89)	1.15	26.78
42	1.29	250.4	116.7	133.8	3,595.2	2,495.8	$ 30.82	$ (10.59)	1.15	30.55
43	1.31	250.7	116.7	134.0	3,595.1	2,495.7	$ 30.81	$ (9.26)	1.15	23.99
44	1.34	250.8	116.7	134.2	3,595.0	2,495.7	$ 30.81	$ (10.78)	1.15	28.29
45	1.37	251.0	116.7	134.3	3,594.9	2,495.6	$ 30.81	$ (13.19)	1.15	32.60
46	1.39	251.4	116.7	134.7	3,594.8	2,495.5	$ 30.80	$ (12.83)	1.15	29.52
47	1.42	251.5	116.7	134.8	3,594.7	2,495.5	$ 30.80	$ (14.45)	1.16	34.53
48	1.45	251.8	116.7	135.1	3,594.6	2,495.3	$ 30.80	$ (14.27)	1.16	33.06
49	1.47	252.8	116.7	136.1	3,594.6	2,495.3	$ 30.79	$ -	1.17	31.71
50	1.50	253.7	116.8	136.9	3,593.7	2,494.6	$ 30.78	$ (33.69)	1.17	31.43

**Highest NPV shell shown in Yellow (#26); RF=1.0 shell shown in Green (#31); Selected pit shown in Blue (#11)*

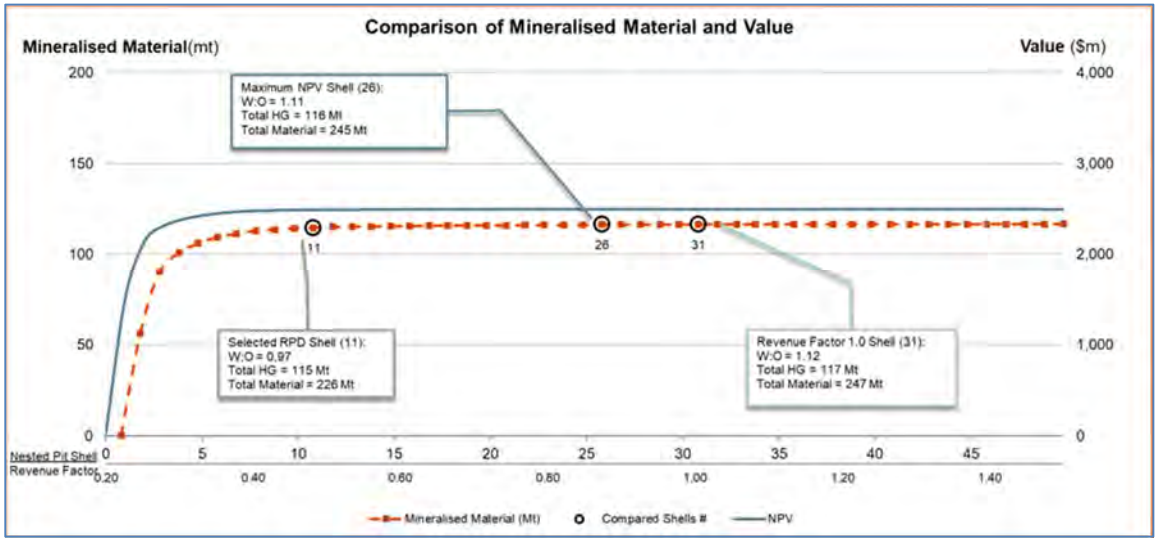


Figure 12-2: Comparison of Mineralised Material and Value

The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

Pit optimisations are periodically updated when there is a material change to the input resource models and price assumptions and if it is practicable to update the economic pit limits.

Most of the pits with Mineral Reserves are actively being mined and are in various stages of their life (pre-stripping, active production, close to end). Economic pit-shell selection is updated where it is physically practical to change the pit design layout. In the above case, shell #11 was selected as the preferred optimal shell, considering that the incremental strip ratio would increase significantly with little gain in the total ore and the NPV if the maximum NPV shell (#26) was selected (incremental strip ratio between shell #11 and shell #26 of 11.2) As described above the selection of optimised pit shells will be influenced by multiple factors and final pit shell selection is done by mine planning in engagement with other stakeholders (e.g., geotechnical engineer, superintendents from planning and operations teams).

12.1.5 Phase (Pushback) Optimisation

Once the optimised pit shell is selected, mining phase optimisation is conducted in the same software, BlasorFlow. The intention of phase optimisation is to divide the optimal pit into

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practically mineable stages to maximise the economic return. These incremental mining phases are optimised based on NPV and physical shape, honouring the slope parameters. These phases are used to guide the sequencing of the mine plan from the highest NPV phase to the lowest.

The following are the main criteria used for phase optimisation and selection:

- Maximising economic return by sequencing the mining of high-grade ore early and delaying low-grade or waste as much as practical (lower strip ratio phases early in the sequence).
- Phases can support consistent delivery of ore tonnes and quality.
- Guided by the optimal pit to ensure the overall NPV of optimal pit is not significantly compromised.
- The shape and size of mining phase(s) to allow for ease of mining and ramps or access roads construction.
- Sequencing of mining so that early phases can be completed and used for waste rock storage to minimise the waste haulage cost and rehabilitation expenditure.

Figure 12-3 shows an example of phase optimisation with the highest value phase in blue to lowest value phase in red.

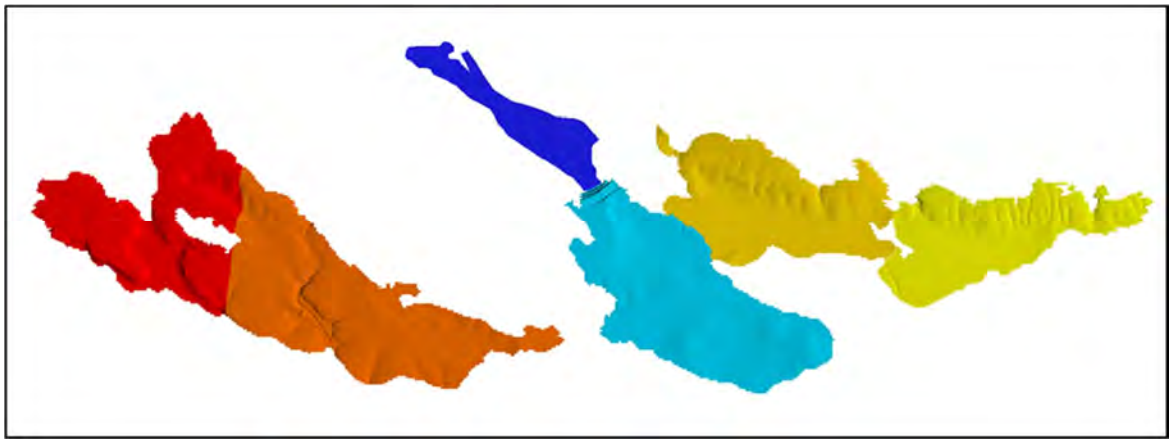


Figure 12-3: Plan showing Phase Optimisation

12.1.6 Reserve Classification and Criteria

WAIO has a standard approach to Mineral Reserve classification where Proven Mineral Reserves are derived from Measured Mineral Resources, and in nearly all cases Probable Mineral Reserves are derived from Indicated Mineral Resources.

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This approach is based on the degree of confidence in our 'modifying factors' being applied to the Mineral Resources.

- **Proven Mineral Reserve:** *A Proven Mineral Reserve is the economically mineable part of a Measured Mineral Resource. A Proven Mineral Reserve implies a high degree of confidence in the Modifying Factors.*
- **Probable Mineral Reserve:** *A Probable Mineral Reserve is the economically mineable part of an Indicated, and in some circumstances, a Measured Mineral Resource. The confidence in the Modifying Factors applying to a Probable Mineral Reserve is lower than that applying to a Proven Mineral Reserve.*

Only in exceptional situations are Measured Mineral Resources classified to Probable Mineral Reserves to account for low confidence (uncertainty) in the processing ability (e.g., below water table material). Other than these, no other uncertainties including social license to operate have been identified that would downgrade the reported confidence category of Mineral Reserves.

12.2 Estimates of Mineral Reserves

12.2.1 Estimate of Cut-Off Grades

Further to what has already been described in Section 11.2.1, the cut-off grade used for reporting of Mineral Reserves is determined by the deposit characteristics and what minimum grade material can deliver the market specification for the ore. A grade-tonnage curve is also used for determining the minimum grade above which the average grade aligns to the overall ore specification. An example of the grade-tonnage curve is shown in Figure 12-4.

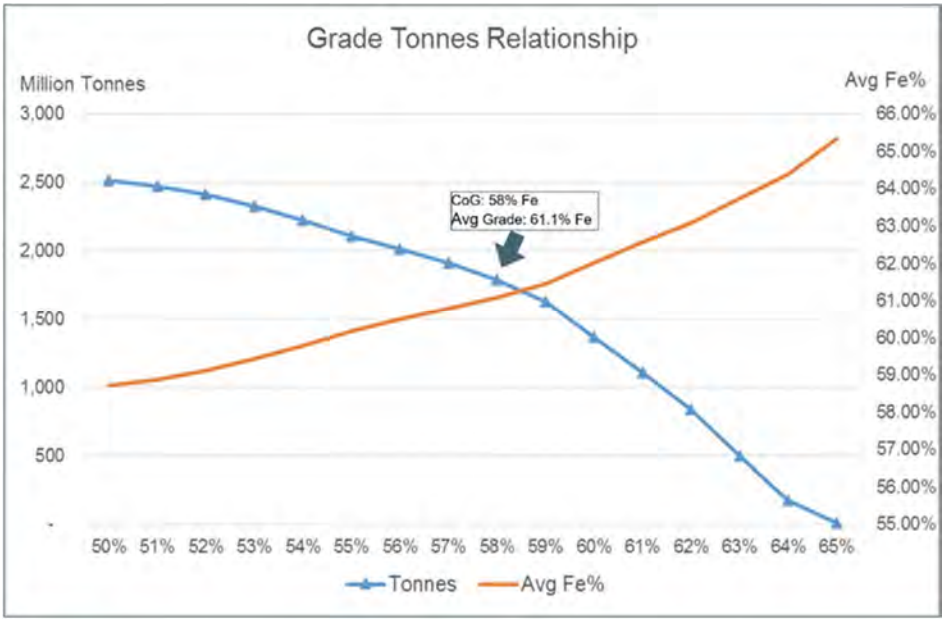


Figure 12-4: Grade Tonnage Relationship

The main characteristic of any material used to determine its classification into Ore or Waste is its conformance to the target ore specifications and whether or not it can be blended to achieve that specification. The ore/waste classification is determined through an optimisation process to match the ore specifications of the market and the characteristics of the ore body. Deleterious elements can influence the ore-waste classification, however the primary determination of ore-waste classification is based on the iron content.

There is a process of regular review of cut-off grades by the mine planning and marketing teams to ensure that the resultant ore quality targets continue to meet business needs.

The outcome of the LoA plan and mine scheduling process is used to determine the highest value fixed cut-off that is appropriate to use for pit optimisation, tactical and short term mine planning.

The cut-off grades currently applied to pit optimisation, tactical and short term mine planning are listed in Table 12-4.

Table 12-4: List of High-grade Fe Cut-Off Grades Currently in Use

Hub	Ore Type	Deposit(s)	High-grade Fe Cut-off
Mining Area C	MM	All	Fe ≥ 58%
	BKM	All	Fe ≥ 58%
South Flank	MM	All	Fe ≥ 58%
Newman Operations	BKM	Whaleback	Fe ≥ 62%
	BKM Bene	Whaleback	50 ≥ Fe ≤ 62%
	BKM	All excluding Whaleback	Fe ≥ 58%
	MM	All	Fe ≥ 57%
Jimblebar	BKM	All	Fe ≥ 58%
	MM	All	Fe ≥ 58%
Yandi	CID	All	Fe ≥ 53.5 to 54.5%

12.2.2 Metallurgical or Processing Recoveries

WAIO iron ore deposits produce predominantly higher-quality direct shipping ore (DSO), which requires only crushing and screening to segregate lump (diameter >6.3mm and <32mm) and fines (diameter ≤6.3mm) ore types. Based on the design of process plants and historical performance metallurgical recovery is therefore considered as 100% for the purpose of all Mineral Reserve estimation, with the exception of the Mount Whaleback deposit. A small portion of ore produced from the Mount Whaleback deposit, with Fe content ≥ 50% and <60%, is suitable for processing and is classified as Brockman Beneficiation (BKM Bene) ore type. Currently only about 30 Mt BKM Bene Mineral Reserve is remaining, and this will be processed at the Whaleback Bene Plant (with an average mass yield of 95%).

Geometallurgical algorithms have been developed after extensive test work and refined over the several years of historic production. Geometallurgical models are applied to the Resource

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Models in order to model shipped ore tonnage, grades and lump/fines yields. This information is carried through to the Mining Models used for mine planning.

12.2.3 Reference Point for Mineral Reserve Estimates

Mineral Reserves are estimated on the basis of 'as delivered to the ore handling or process plant'. The estimates included in this report are as at 30 June 2022.

12.2.4 Multiple Commodity Mineral Reserve

This report is a single commodity Mineral Reserve, namely iron ore and the most important grade parameter is the iron content (Fe). However, the most common contaminants like phosphorous (P), silica (SiO_2) and alumina (Al_2O_3), together with loss-on-ignition (LOI), are also important quality parameters of iron ore. Therefore, percentages of Fe, P, SiO_2, Al_2O_3 and LOI of the iron ore are stated together to define its quality.

12.2.5 Summary of Mineral Reserve Estimates

A summary of Iron Ore Mineral Reserves for WAIO at the End of the Fiscal Year Ended 30 June 2022 is presented in Table 12-5.

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Table 12-5: Summary of Mineral Reserves at the end of the Fiscal Year 2022

Mineral Reserves reported in this table are attributable to BHP's economic interest. See notes below for commodity price, cut-off grade, point of reference and metallurgical recovery.

Name of Joint Venture	Proven Mineral Reserves						Probable Mineral Reserves						Total Mineral Reserves					
	Mt	%Fe	%P	%SiO_2	%Al_2O_3	%LOI	Mt	%Fe	%P	%SiO_2	%Al_2O_3	%LOI	Mt	%Fe	%P	%SiO_2	%Al_2O_3	%LOI
Mt Newman	240	63.7	0.10	2.9	1.8	3.3	510	61.9	0.11	3.4	2.1	5.3	750	62.5	0.11	3.3	2.0	4.6
Goldsworthy	910	62.0	0.09	3.2	1.8	5.8	1,030	61.0	0.08	3.9	1.9	6.4	1,940	61.5	0.08	3.6	1.8	6.1
Jimblebar	480	61.8	0.12	3.4	2.5	5.1	410	61.4	0.11	4.1	2.7	4.7	900	61.6	0.12	3.7	2.6	4.9
WAIO Total	**1,630**	**62.2**	**0.10**	**3.2**	**2.0**	**5.2**	**1,960**	**61.3**	**0.09**	**3.8**	**2.1**	**5.7**	**3,590**	**61.7**	**0.10**	**3.6**	**2.1**	**5.5**

(1) Qualified Persons: Anastasia Balueva for Goldsworthy and Ricardo Fuentes for Mt Newman and Jimblebar. They are all full-time employees of BHP.

(2) For estimation of cut-off grades and Mineral Reserves, unit operating cost of US$17.4 per wmt and long-term iron ore price of US $86 per dmt for Platts 62% Fe Fines Index for fines and US $103 per dmt for lump were used for the purpose of this report, all on FOB, Port Hedland basis. The price used represents the median of the 3-year trailing calendar monthly averages over the timeframe from July 2018 to June 2021. The unit operating cost is the average of the actual yearly operating cost of WAIO for the last three years from FY2019 to FY2021.

(3) The point of reference for Mineral Reserves is as delivered to the process or ore handling plant. The current practice of surface mining method was assumed for estimating all Mineral Reserves.

(4) The Mineral Reserves have an effective date of 30 June 2022 and are reported on the basis of BHP's economic interest. BHP has a 85% economic interest in Mt Newman, Goldsworthy and Jimblebar joint ventures. POSMAC joint venture, in which BHP has 65% interest, held only 11 Mt Proven and 4 Mt Probable Mineral Reserves which are included as part of Goldsworthy in this table.

(5) Mineral Reserves shown in the table comprise Brockman (BKM) and Marra Mamba (MM) ore types for all joint ventures. The cut-off grade used for estimating the Mineral Reserves for both ore types is typically Fe ≥ 58% with minor exceptions.

(6) The grades listed above (Fe – iron, P – phosphorous, SiO_2 – silica and Al_2O_3 – alumina) refer to in situ mass percentage on a dry weight basis. LOI (loss on ignition) refers to loss of mass (dry basis) during the assaying process. Tonnages are reported as wet tonnes for all ore types, including approximate moisture contents: BKM – 3% and MM – 4%.

(7) WAIO produces a single commodity (Fe). Additional deleterious elements are reported for quality purposes.

(8) WAIO is predominantly a producer of direct shipping ore and based on design of process plants and historical performance the metallurgical recovery has been assumed as 100% for Goldsworthy and Jimblebar JVs and 99% for Mt Newman JV for the purpose of reporting Mineral Reserves.

(9) Tonnes are shown in million metric tonnes (Mt) and rounded to nearest 10 million tonnes to reflect order of accuracy of the estimates. As a result, some figures may not add up to totals shown in the table.

The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report

Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

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12.2.6 Reconciliation / Relative Confidence of Mineral Reserve Estimates

Reconciliation of tonnes and grades are carried out at WAIO on a monthly, quarterly and annual basis to determine the relative accuracy / confidence in the Mineral Reserve estimations and related classifications. This process also gives us quantitative feedback into the appropriateness of our Resource Classifications, which are key inputs to the Mineral Reserve estimations. The reconciliation process is described below, along with the results for the last three calendar years.

WAIO uses factors to reconcile ore tonnes and grades at some predefined measurement points (e.g., mine production, ore shipped) with those estimated in the Reserve Model (internally called the Mining Model). The three Reconciliation Factors (F1, F2 and F3) are depicted in Figure 12-5 and the purpose of each factor is stated below.

- **F1** tests the validity of the geological interpretation, grade estimation and modifying factors that inform the Mining Model.
- **F2** is primarily a test of the accuracy and efficiency of extraction activities.
- **F3** is a test of the WAIO's ability to deliver the tonnage and grade of saleable ore as predicted by the Mining Model.

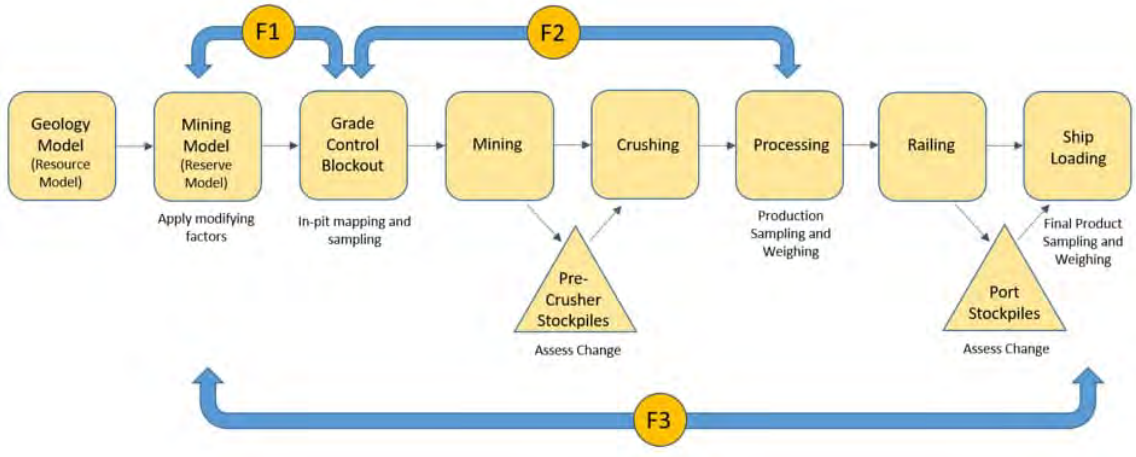


Figure 12-5: Conceptual Process Map of F1, F2 and F3 Reconciliations at WAIO

Each of these factors is expressed as a dimensionless ratio of 'measurement / estimate'. Thus, a factor above 1.00 indicates a higher than predicted measurement and any factor below 1.00 indicates a lower than predicted measurement. The Reconciliation Factors are calculated as follows:

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F1 – Throughout the month, for each fired pattern, the Grade Control tonnes and grade of ore (material above cut-off grade) are compared with the tonnes and grade of ore in the Mining Model. At end of month an in-pit survey determines the volumetric, and hence tonnage, depletion of each pattern. The depletions of each of these models are compared to calculate the F1 factor as below.

F1 = Grade Control Depletion / Mining Model Depletion

F2 – At end of month, the Grade Control model depletion, adjusted for changes in pre-crusher stockpiles, is compared with the tonnes and grade measured at the processing plant to calculate the F2 factor as below.

F2 = Production / Grade Control Depletion

F3 – At end of month, the Mining Model's depletion, adjusted for changes in pre-crusher stockpiles, is compared with the tonnes and grade measured on ships to calculate the F3 factor as below.

F3 = Shipping / Mining Model Depletion

Reconciliations are reported monthly, quarterly and annually as per WAIO standard practice, and any divergences outside tolerance limits (factors below 0.90 or above 1.10) are investigated and corrective / preventative actions are triggered.

The annual reconciliation results for tonnes and Fe grade at WAIO level for the last three calendar years are shown in Table 12-6.

Table 12-6: Last 3 Calendar Year Reconciliation Results for Ore Tonnes and Fe grade

WAIO	Tonnes				Fe grade		
	2019	2020	2021		2019	2020	2021
F1 - Grade Control Model/Mining Model	1.01	0.99	1.03		1.005	1.000	0.995
F2 - Mine Production (Expit)/Grade Control Model	1.02	1.02	1.01		0.990	0.993	0.992
F3 - Ore Shipped/Mining Model Shipping Equivalent	1.03	1.02	1.07		1.001	0.997	0.996

As stated above F1 tests the validity of the geological interpretation, grade estimation and modifying factors that inform the Mining Model and is also calculated for each Resource Class. These classifications provide key inputs into our Reserve Statements. The last three annual F1 results for Measured and Indicated Mineral Resources at WAIO level for tonnes and iron grade are shown in Table 12-7.

Table 12-7: Last 3-Yr Reconciliation Results for Measured and Indicated Resource Classes

WAIO Mineral Resource Category	Tonnes				Fe grade		
	2019	2020	2021		2019	2020	2021
F1 - Measured - Grade Control Model / Mining Model	1.00	0.99	1.02		1.003	0.999	0.996
F1 - Indicated - Grade Control Model / Mining Model	1.01	0.99	1.02		1.006	1.001	0.995

Based on results presented in Table 12-6 and Table 12-7, the WAIO reconciliation results are well within the defined 10% threshold (i.e., each factor is between 0.90 and 1.10). These results demonstrate a good correlation between planning models and production system performance.

Therefore, in the opinion of the QPs, the relative accuracy and confidence of the reserve estimates is deemed appropriate for their intended purpose of global Mineral Reserves reporting and medium-term production planning. The application of modifying factors affecting the accuracy and confidence as stated in Section 12.1 are taken into consideration during classification of the model and are therefore addressed by the qualified person in the attributed Mineral Reserves classification.

12.3 Opinion on Risk Factors for Modifying Factors

Areas of uncertainties that may materially impact the Mineral Reserve estimates include:

- Changes in the long-term Iron Ore commodity prices.
- Exchange rate factor for US$/A$.
- Changes in the operating costs and sustaining capital cost assumptions.
- Variations in the geotechnical and hydrogeological assumptions
- WAIO's ability to maintain and obtain environmental and heritage approvals and to maintain the social license to operate.

The QPs are of the opinion that, with the recommendations and opportunities outlined in Section 23, any issues relating to all applicable modifying factors that may be likely to affect the Mineral Reserves estimate materially can be resolved with further work.

Mineral Reserve estimates are reviewed and updated at least on a yearly basis or when new information becomes available that may materially impact the modifying factors.

According to the knowledge of the QPs, there are no other legal, socio-economic, land-title, tax or permitting issues that could affect the Mineral Reserve estimates materially, which have not been discussed in this report.

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13 Mining Methods

13.1 Mining Method and Reasons for its Selection

All mining areas within WAIO currently operate using conventional open-cut mining methods. Iron ore is a bulk commodity, and the orebodies are large and near surface, with a relatively thin overburden. The orebodies are generally shallow dipping, and most parts of the orebodies occur within depths of 200 to 300m from surface, thus leading to low strip ratios. These characteristics make the WAIO operations suitable for open-cut mining methods including drilling, blasting, loading and hauling.

WAIO open-cut mining uses face shovels, front-end loaders or backhoe excavators. The full bench is drilled and blasted for a 12 m height, sampled three times in 4 m increments and three 4 m flitches are then mined. Typical open-cut Iron Ore mining activities are represented as a high-level flowchart in Figure 13-1.

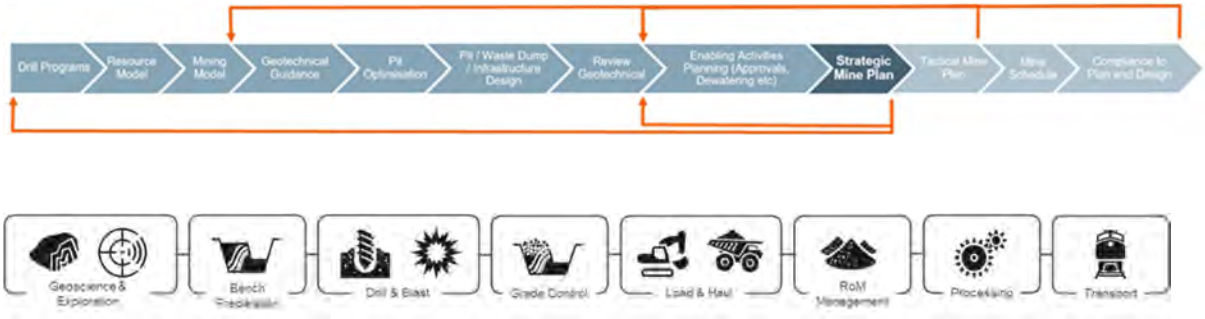


Figure 13-1: Typical Open-cut Mining Method Activity Flowchart

Drilling is separate for contour areas and production areas. Contour drilling is completed using smaller drills on contoured areas of the natural ground and production areas are relatively flat-lying large working areas drilled using larger production drills. Bulk explosive products, such as ammonium nitrate and fuel or emulsion, are mixed on the bench using Mobile Processing Units (MPUs) before being loaded into the drill holes.

Ore and Waste haulage is done with both manually operated and autonomous haul trucks. Waste is hauled directly to the adjacent waste storage areas either ex-pit (on surface) or in-pit. Waste material is also utilised as fill material for development works and rehabilitating the completed waste dumps.

Ore is hauled to the Run-of-Mine (ROM) pad where it is stockpiled and blended for ore quality before feeding to the crushers using loaders. Some of the ore suitable for blending is also hauled directly to the crushers.

Most mining areas within the Mineral Reserve estimate are existing operations and therefore the same mining method is used for developing the mine plan supporting the Mineral Reserve

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estimates for both existing and new mining areas. This is considered appropriate due to demonstrated historical performance over 30 years.

13.2 Parameters Relevant to Mine Designs and Plans

13.2.1 Geotechnical Models

Mine designs incorporate slope designs that are of at least a pre-feasibility level of study for the intended purpose and prevailing risk. This is achieved through the performance requirements listed below.

i. The design process is based on the following attributes:

- uses the appropriate quality, quantity and spatial distribution of data for the required level of design study;
- employs analysis methods that are recognised internationally as appropriate for the likely ground control failure mechanisms;
- uses design (acceptance) criteria that are compatible with the business safety and economic objectives and required level of design study;
- provides construction parameters that are appropriate to these design criteria;
- identifies any additional stability or risk mitigation measures that are necessary to achieve the required performance (e.g., water management and ground control plans);
- identifies key uncertainties and sensitivities within the design.

ii. Designs are approved prior to incorporation into mine plans.

13.2.2 Slope Design Process

Slope design recommendations are produced by Geotechnical engineers performing slope design at specific times. Slope recommendations comprise four essential inputs:

- Batter Face Angle (BFA) – constrained by mining and adjusted to meet Design Acceptance Criteria (DAC).
- Bench Height – adjusted to either single or double batter height, 12m and 24m respectively.
- Berm width – reported as Minimum berm and/or including compensation.
- Inter-ramp angle (IRA) – maximum angle from Limit Equilibrium but adjusted to meet BFA (if applicable).

The above parameters are delivered for mine design purposes in a table, along with specific 3D solids, for use in mine design software and to aid in optimisation of the design.

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All design recommendations mature as the pits develop therefore, at each stage, the slope design recommendations are updated to ensure geotechnical designs meet the DAC.

13.2.3 Design Acceptance Criteria

The Geotechnical Design Principles clearly link the Geotechnical model confidence with the Design Acceptance Criteria. Table 13-1 articulates the matrix by which Consequence of Failure and model confidence is considered against allowable Factor of Safety for a pit slope under design.

Table 13-1: Design Acceptance Criteria

Model Confidence	Consequence of Failure: Low	Consequence of Failure: Moderate	Consequence of Failure: High	Consequence of Failure: Very High
Low	$FOS_{CC} \geq 1.3$ $FOS_{LC} \geq 1.0$ PoF ≤ 10%	$FOS_{CC} \geq 1.5$ $FOS_{LC} \geq 1.2$ PoF ≤ 5%	Not Acceptable	Not Acceptable
Moderate	$FOS_{CC} \geq 1.2$ $FOS_{LC} \geq 1.0$ PoF ≤ 20%	$FOS_{CC} \geq 1.3$ $FOS_{LC} \geq 1.1$ PoF ≤ 5-10%	$FOS_{CC} \geq 1.5$ $FOS_{LC} \geq 1.2$ PoF ≤ 5%	Not Acceptable
High	$FOS_{CC} \geq 1.1$ $FOS_{LC} = 1.0$ PoF ≤ 30%	$FOS_{CC} \geq 1.2$ $FOS_{LC} \geq 1.0$ PoF ≤ 20%	$FOS_{CC} \geq 1.3$ $FOS_{LC} \geq 1.1$ PoF ≤ 5-10%	FOSCC ≥ 1.5 FOSLC ≥ 1.2 PoF ≤ 5%

Notes: FOS_{CC} = Factor of safety for central estimates; FOS_{LC} = factor of safety for lower case scenario; PoF = Probability of Failure is an estimated number for FoS < 1, assuming that FOS is normally distributed, however when the PoF is not a hard boundary rather it is an indicator that the probability of failure exceed the mining industry guidelines, in such cases, the design engineer should advice on the design risk to operations.

The geotechnical models used for designs include the following considerations:

- Structural Geology – orientation of different rock units along with faults and folds extent and orientation.
- Rock Mass Quality – Rock Quality Description (RQD), spacing, orientation, in-situ rock strength.
- Other underlying conditions such as water table, porosity, impact on groundwater pressure.

Geotechnical data is collected using:

- Surface mapping
- Planned diamond core drilling
- Televiewer
- Structural Geological model
- Groundwater modelling

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Verification of geotechnical parameters is completed throughout the life of each pit. Geotechnical monitoring and data collection is completed on an ongoing basis for reconciliation against design and enables continuous improvement.

WAIO operates a number of pits over a large geographical area with varying ground conditions and rock mass properties. The key geotechnical parameters influencing the mine design, therefore, can be different across different mining areas. For geotechnical designs, each area is interrogated by stepping through the various cross-sections and assessing those using the following attributes:

- Slope height and orientation
- Direction, position and strengths of principle geological units
- Bedding angles
- Location and orientation major structures (faults, folds, joints).

An example of the cross-sections analysed and assessed for potential failure mechanism is shown in Figure 13-2:

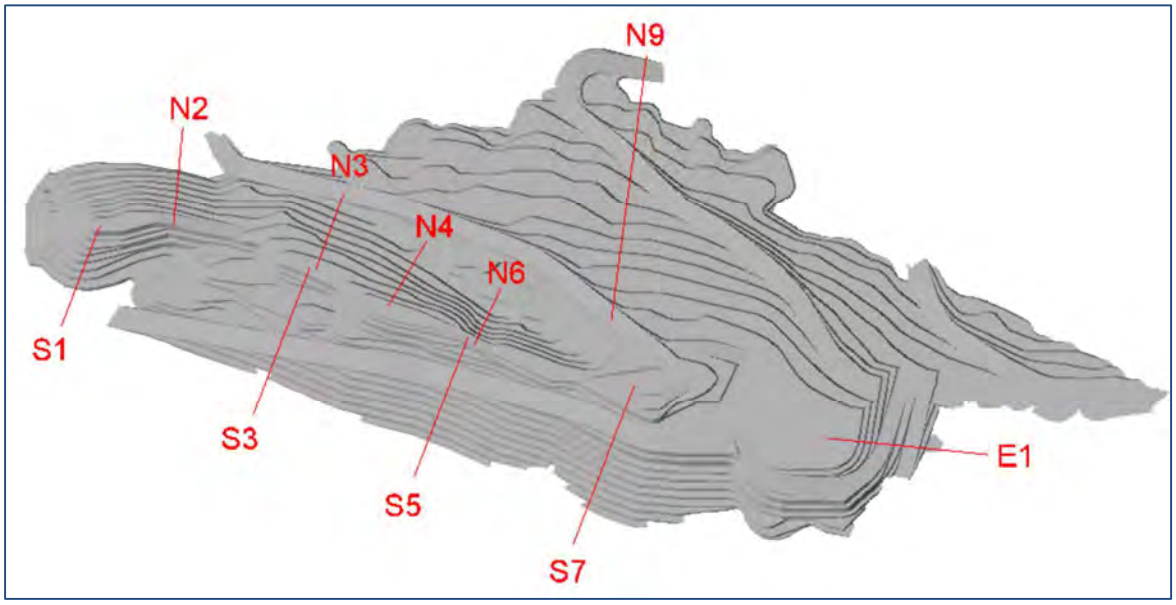


Figure 13-2: Sections for Inter-ramp Stability Analysis

Optimisation of the inter-ramp angle of each representative section has been undertaken to achieve design acceptance criteria, including sensitivity analyses for “likely” and “lower” case scenarios.

Sensitivity analysis was conducted by assessing one or more of the following cases, as applicable:

- Lower case critical rock mass strength parameters
- Lower case critical defect shear strength parameters
- Lower case waviness value

The stability analysis results, including optimised inter-ramp angles and factor of safety (FoS), are presented in Table 13-2 (designs assuming maximum slope design with ground controls).

Table 13-2: Optimised Inter-ramp Angles (IRA) and Factor of Safety (FoS)

Section	Recommended		Final slope		Final IR FoS		Final design domain
	Max. IRA (°)	Max. batter height	Confinement to design	Potential failure mechanism	Likely case	Lower case	
N2	42.6	24	Batter-berm	MN Bedding	1.5	1.4	1
N3	30.3	12	Inter-ramp	MN Bedding	1.2	1.0	2
N4	42.6	24	Batter-berm	MN Bedding	1.2	1.0	3
N6*	42.6	24	Batter-berm	MN Bedding	1.7	1.4	3
N9	34.9	12	Inter-ramp	WA1 Bedding	1.2	1.0	4
E1	31.5	12	Inter-ramp	WA1 Bedding	1.2	1.0	5
S1	42.6	24	Batter-berm	Fault/MN bedding	2.1	1.9	1
S3	42.6	24	Batter-berm	MN Bedding	1.2	1.0	1
S5	42.6	24	Batter-berm	MN/MM Bedding	2.0	1.2	1
S7	42.6	24	Batter-berm	MN Bedding	1.2	1.2	1

This design process is undertaken in accordance with WAIO's Ground Control Risk Management Standard and the Mines Ground Control System.

Design uncertainties may exist in areas with lower strength materials, such as detrital material, however the batter heights in these areas are kept lower and can be considered low risk. Some design uncertainties may exist if adequate drilling data is not available due to steep terrain. The risk in these areas is minimised by regular inspections and performance monitoring as mining progresses.

Regular slope monitoring is conducted to better understand the ground conditions on an ongoing basis, to increase safety of the designs. High risk active mining areas are monitored continuously using radars to identify slope movements; medium and low risk areas are monitored using prisms. Trigger action response plans are generated and kept up to date for each mining area.

With the factor of safety inherent in the design parameters and continuous monitoring and improvement, QPs are of the opinion that changes to the geotechnical factors are not likely to materially impact the Mineral Reserve estimates.

13.2.4 Hydrological Models

Hydrogeological investigations are completed in accordance with BHP procedures for new borefields, for greenfields operations, or for environmental purposes. The investigations are

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appropriate to the scale of the development and its potential implications, and as a minimum must meet the Department of Water's "Operational policy no. 5.12 – Hydrogeological reporting associated with a groundwater well licence" (DoW, 2009).

Surface water studies are done to support proposed greenfields or brownfields developments that interact with overland flows. The investigations are appropriate for the business or environmental risk they address.

The approach to operational water management is in accordance with WAIO's internal Water Management Standard and associated guidelines. These documents provide a framework to address the main categories of water risk:

- sustainable life of mine water supplies are delivered;
- dewatering commences well in advance of mining;
- surplus water management is flexible and in line with regulatory expectations;
- effective wet weather management exists;
- safe potable water supplies are delivered;
- environmental and community impacts are managed.

Reports on operating borefields are provided to the Department of Water in the form of Annual Aquifer Reviews and Triennial Aquifer Reviews, in accordance with licensing conditions. These reports provide extensive data records and interpretation of groundwater response in and around operational borefields.

All downhole and installation data, for the purpose of hydrogeological and surface water monitoring, is processed in the field through the standard WAIO drilling workflow to an integrated master database comprising two parts. One part of this database includes data on construction of installations and field tests at the time of construction. Temporal hydrogeological and surface water data is stored in the other part and validated via a purpose-built interface.

13.2.5 Mine Design

The ultimate pit designs are guided by the selected economic pit-shell, as described in Section 12.1.4. Overall pit and pushback designs are created using industry standard mine design software (Vulcan™ or Datamine™) with crest and toe lines, haul road accesses and incorporating minimum mining widths. The minimum mining width is determined by the equipment to be used for mining operation.

Pit and pushback designs are completed using the geotechnical slope angles recommended by the geotechnical team.

The key design parameters for pits are presented in Table 13-3.

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Table 13-3: Key Design Parameters for Pits

Design Parameters	Dimensions
Minimum Mining Width	35m
Minimum Ramp Width with LV separation	49m – 53m
Maximum Ramp Gradient	10%
Minimum radius of turning circle	20m
Bench Height	12m
Batter Height	12m – 24m
Berm Width	Variable, according to inter-ramp angle batter height
Inter ramp angle	Variable by geotechnical domains
Batter Angle	45° – 65°

13.2.6 Haul Road Design

The haul roads, both in-pit and surface, are designed in accordance with WAIO Road Design standards. The roads are classified using the criteria of Life Expectancy and Usage Intensity of the roads.

The factors which determine the life expectancy of a road are listed in Table 13-4.

Table 13-4: Factors for Life Expectancy

Classification	Time duration	Example
Low	< 3 months	Drop cuts, on-dump roads, drill access
Moderate	3 – 12 months	On-bench roads, pushback roads
High	1 – 5 years	Main pushback ramps
Permanent	> 5 years	Life of mine roads / ramps

The factors which determine the usage intensity of a road are listed in Table 13-5.

Table 13-5: Factors for Usage Intensity

Classification	Tonnage (daily)	Tonnage (annual)	Truck Cycles (per day)	Example
Very Low	< 3 kt/day	< 1 Mtpa	<12	Road construction area
Low	3-14 kt/day	1 - 5 Mtpa	12 - 60	Park-ups and surrounding roads
Moderate	14-30 kt/day	5 - 10 Mtpa	60 - 120	Single pushback ramp
High	> 30 kt/day	> 10 Mtpa	> 120	> 120

Based on the above two factors, roads are classified as per the classification matrix shown in Table 13-6.

Table 13-6: Road Classification Matrix

		Life Expectancy			
		Low	Moderate	High	Permanent
Usage Intensity	Very Low	C	C	B	B
	Low	C	B	B	A
	Moderate	B	B	A	A
	High	B	A	A	A

Based on the design parameters and type of equipment to be used on the ramps, appropriate ramp designs are included in the final mine designs. The ramp designs vary depending on the trucks utilised and if light vehicle separation is incorporated.

Figure 13-3 and Figure 13-4 show examples of road designs with dual lane configuration for two different types of haul trucks and including light vehicle separation.

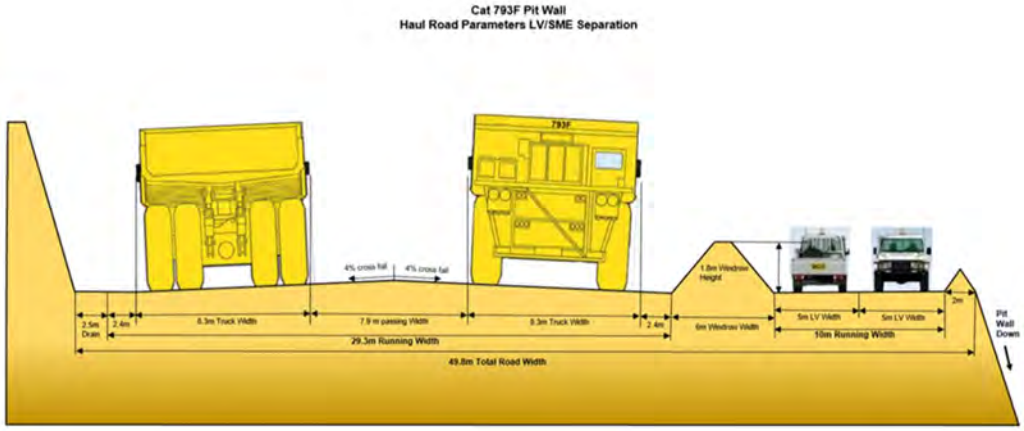


Figure 13-3: CAT 793F Pit Wall (Haul Road Parameters LV/SME Separation)

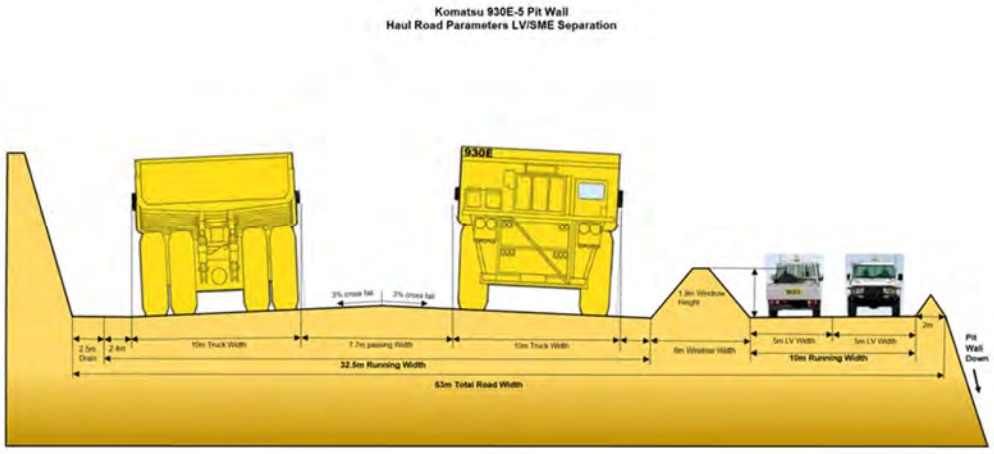


Figure 13-4: Komatsu 930E Pit Wall (Haul Road Parameters LV/SME Separation)

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13.2.7 Overburden Storage Area Design

All WAIO mining areas have waste dumps or Overburden Storage Areas (OSAs) designed to provide sufficient capacity for waste rock for the life of mining activities.

WAIO utilises two types of OSAs:

- Ex-Pit OSAs – OSA outside of the pits.
- In-Pit OSAs – OSAs created by backfilling the pits or pushbacks that have concluded mining.

The backfilling of pit voids is achieved using existing pit accesses and mine roads and helps to minimise the surface land disturbance. In-pit waste storage also assists in sequential backfilling of completed pits to minimise rehabilitation work required after completion of mining.

The OSA designs during active operation (As-Dumped design) vary depending on the capacity required and type of the waste rock being stored. The general design criteria for As-Dumped ex-pit OSAs are shown in Table 13-7.

Table 13-7: General Design Criteria for As-Dumped Ex-Pit OSAs

Design Parameters	Dimensions
Bench Height	20m
Berm Width	65m
Batter Angle	37º
Overall Slope Angle	15º
Swell Factor	30%
Minimum Ramp Width	57m
Maximum Ramp Gradient	10%

Completed ex-pit OSAs are re-profiled and rehabilitated to achieve a final landform that achieves the objective of the landform guiding principle to “physically interface final landform appropriately with adjacent features, considering natural hydrological linkages and ensuring surface landform stability.”

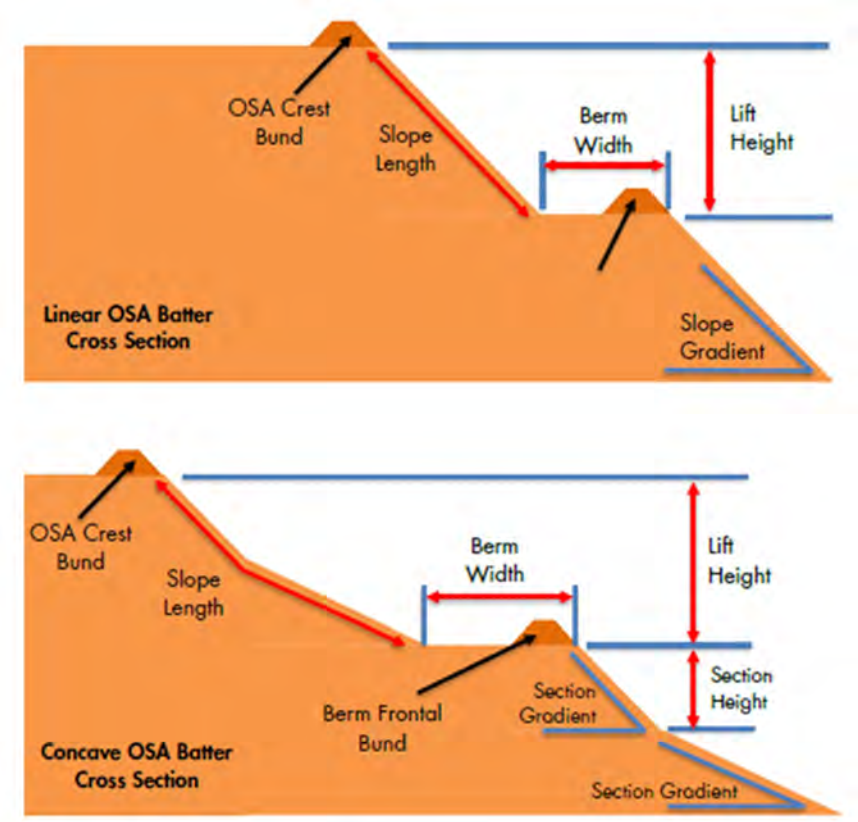
The final OSA landform surface must have design features that maintain a stable and non-polluting surface, taking into consideration the rainfall and waste rock characteristics across the three areas of the OSA:

1. Top – bunds of sufficient size to contain extreme rainfall events, so no water runoff occurs or is allowed to occur onto lower slopes;
2. Slopes – competent waste rock material to remain stable under extreme rainfall events;

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3. Berms – contain low to moderate rainfall events, with sufficient capacity to also contain up-slope runoff and sediment deposition during extreme rainfall events.

The two available options of final OSA landform can be linear slope or concave slope as represented in the schematic figure shown in Figure 13-5.



Top – Linear and Bottom - Concave

Figure 13-5: Schematic OSA Final Landform Slope Options

The WAIO Closure Planning team provides guidance and recommends the final landform slope configuration for OSAs. The decision on the OSA landform design considers the final landform design in conjunction with:

- Footprint impacts,
- Surface hydrology,
- Waste presentation in the schedule,
- Amount of competent waste versus incompetent waste.

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Depending on constraints, a combination of landform options may be required to achieve the optimal outcome. Some of the examples of final landform slope configuration are presented in Figure 13-6.

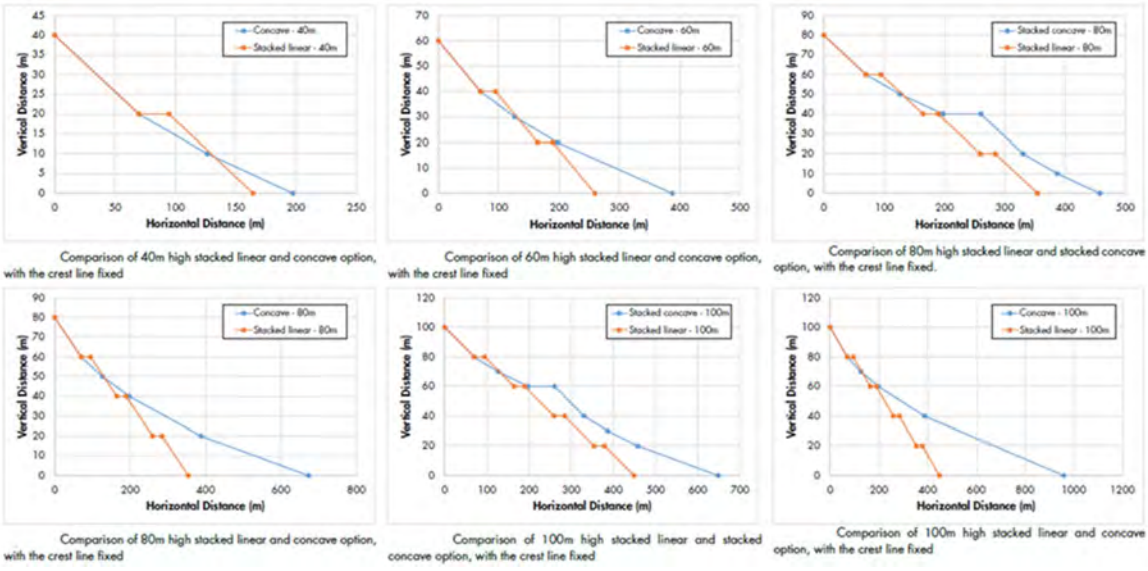


Figure 13-6: OSA Final Landform – Concave versus Stacked Linear Slope Profiles

13.2.8 Reactive Waste Management

Acid and Metalliferous Drainage (AMD) includes acidic drainage, metalliferous drainage and saline drainage in low pH (acidic) or neutral pH (where acidity has been neutralised) drainage waters from mining processes and landforms. Sulphide-bearing minerals (predominantly pyrite) are Potentially Acid Forming (PAF) and can lead to the release of AMD upon exposure to air and water.

In addition to acidity and other forms of AMD, the series of chemical reactions involving the oxidation of sulphide-bearing carbonaceous rock types generates heat and gases. Consequently, the management of this reactive material during mine operation and closure aims to:

1. minimise oxidation by minimising lateral and vertical airflow exchange using finer textured material and engineered internal bunds and layers, and
2. minimise water percolation.

These measures slow the reactions that produce temperature increases and stored acidity and solutes, and the measures slow the release of acidity, metals and other solutes. This is achieved through design controls applied during “as dumped” OSA construction and execution of the final landform closure design.

The waste placement is done in accordance with the WAIO Acid and Metalliferous Drainage Management (AMD) Standard which includes the guidelines, listed in Table 13-8 applicable to areas for potentially acid forming (PAF) waste management.

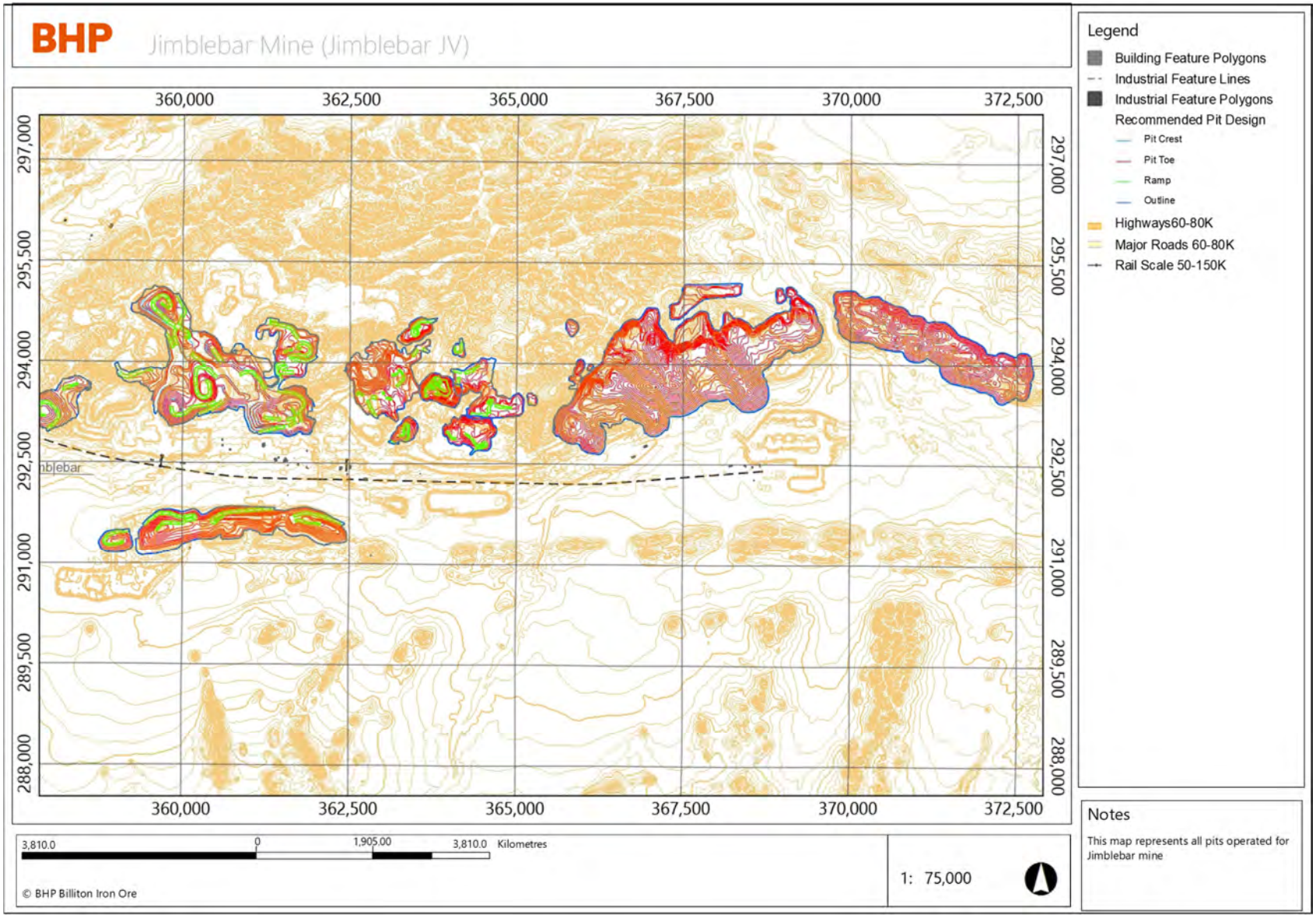
Table 13-8: Guidelines for Potentially Acid Forming (PAF) Waste Management

				Airflow and Percolation Controls			
Lift Construction	**S grade weight average (mining block basis)**	**S grade cut off (mining block basis)**	**PAF:NAF lift ratio (# lifts)**	**PAF Horizontal Extent**	**Toe Bund**	**Lift Surface Permeability**	**PAF Coverage (slope + flat)**
Paddock Dump (2m PAF x 2m NAF). Expit / Inpit (see constraint below)	NA	NA	NA	-	-	2m NAF paddock dump layer dozed flat	PAF exposed <1 month
	Controls						
PAF and pit/natural surfaces	***IF no potential for water runoff from toe of inpit dump, THEN*** Minimum 2m NAF material placed against insitu pit wall and pit floor to limit oxygen ingress through fracture zone into backfill (only applies in locations above post mining groundwater recovery level) and minimum 10m thickness against natural surfaces. ***IF there is potential for water runoff from toe of inpit dump, THEN*** Minimum 10m NAF material placed against insitu pit wall and pit floor to limit oxygen ingress through fracture zone into backfill (only applies in locations above post mining groundwater recovery level) and minimum 10m thickness against natural surfaces.						
Inpit PAF and groundwater recovery	Avoid PAF placement within inpit elevations between groundwater modelling range of uncertainty on expected steady state groundwater recovery level. Inpit PAF storage only where PAF saturation by post mining groundwater recovery occurs quickly (within 2 to 3 months of initial wetting) and remains below a water cover.						
PAF and final rehabilitation surfaces	Minimum 10m NAF thickness from final rehabilitation surfaces and not horizontally extend within a lift beyond the "as dumped" toe string of lift above						
PAF paddock dump location	PAF material management should focus on designing PAF material storage within the minimum number of locations and contained toward the centroid of waste dumps as the primary focus. No PAF cells can extend beyond the toe limits of the as-tipped lift above (Figure 12). This will ensure that sufficient clean inert waste is located above any PAF material until the slopes of the OSA have been regraded						

13.2.9 Final Pit Maps

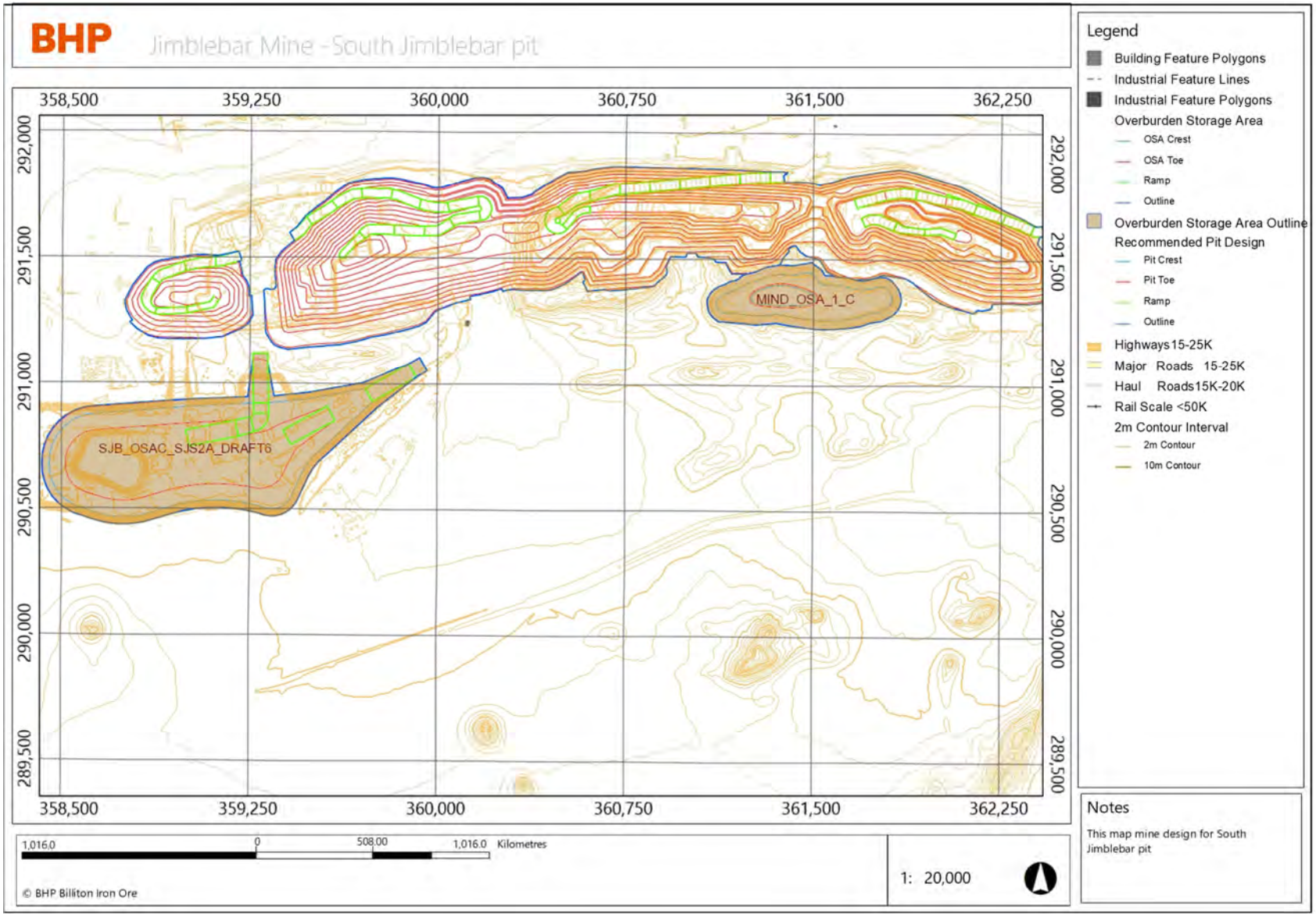
The final pit map for all mining areas are shown in the Figure 13-7 below

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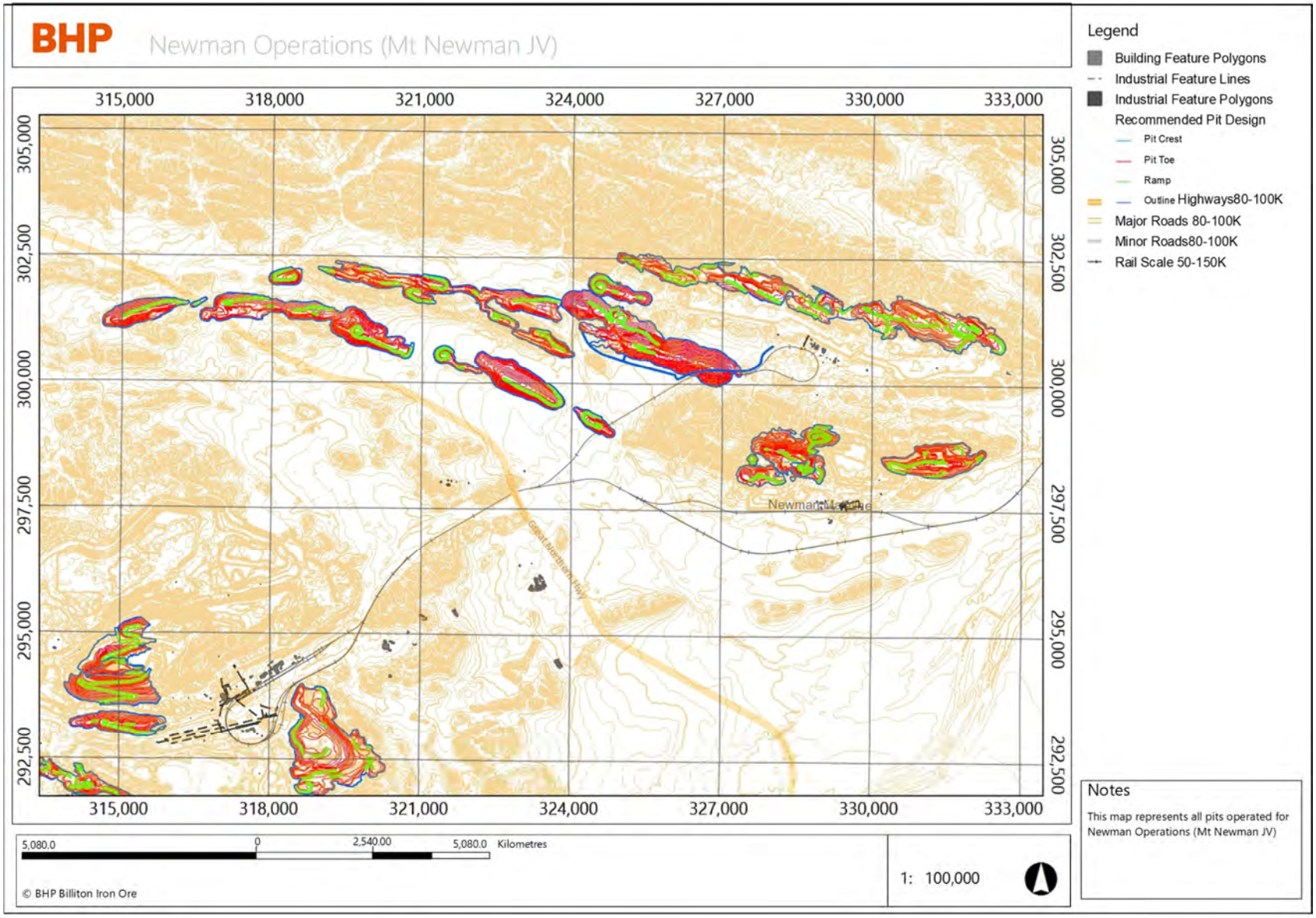


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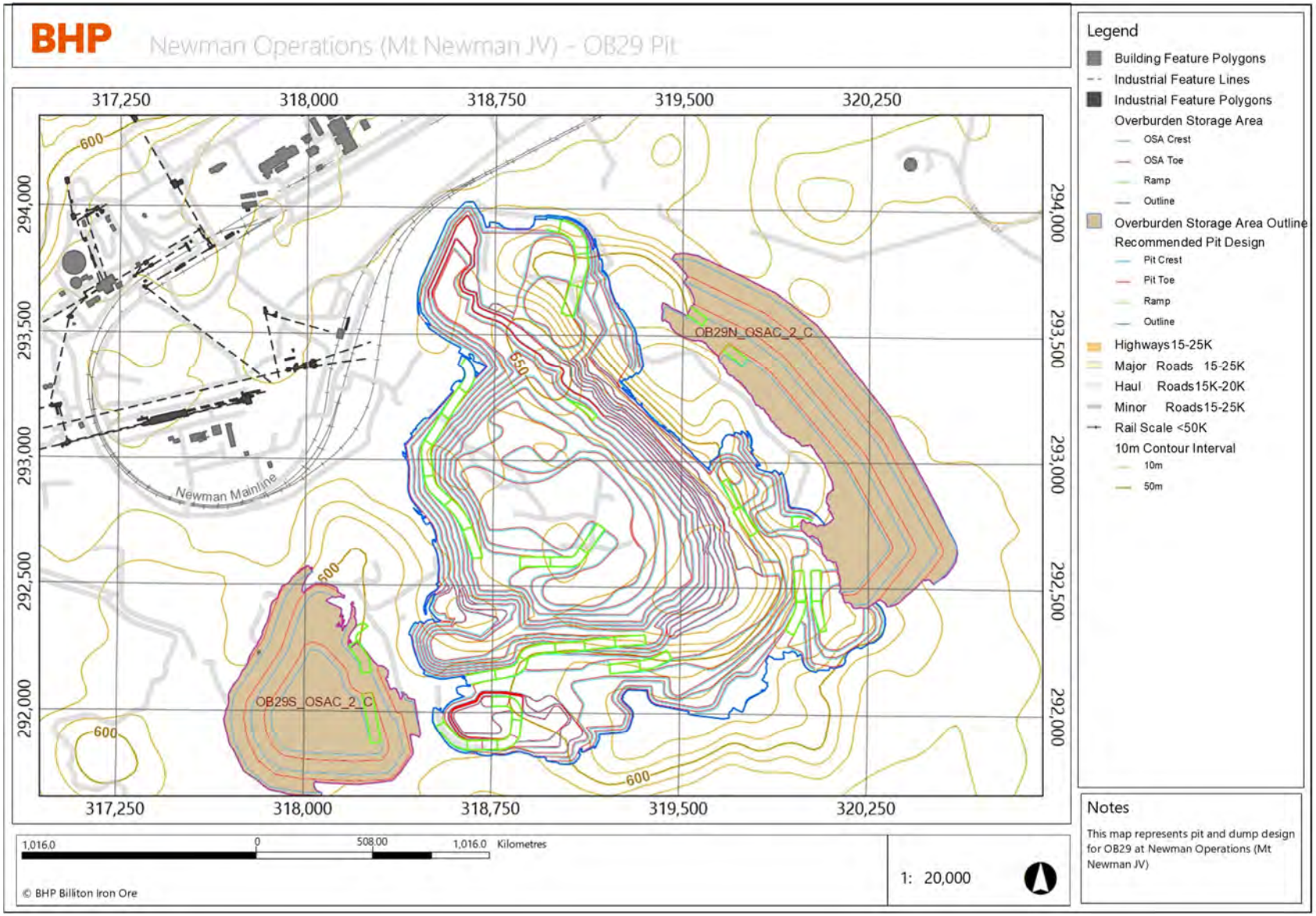
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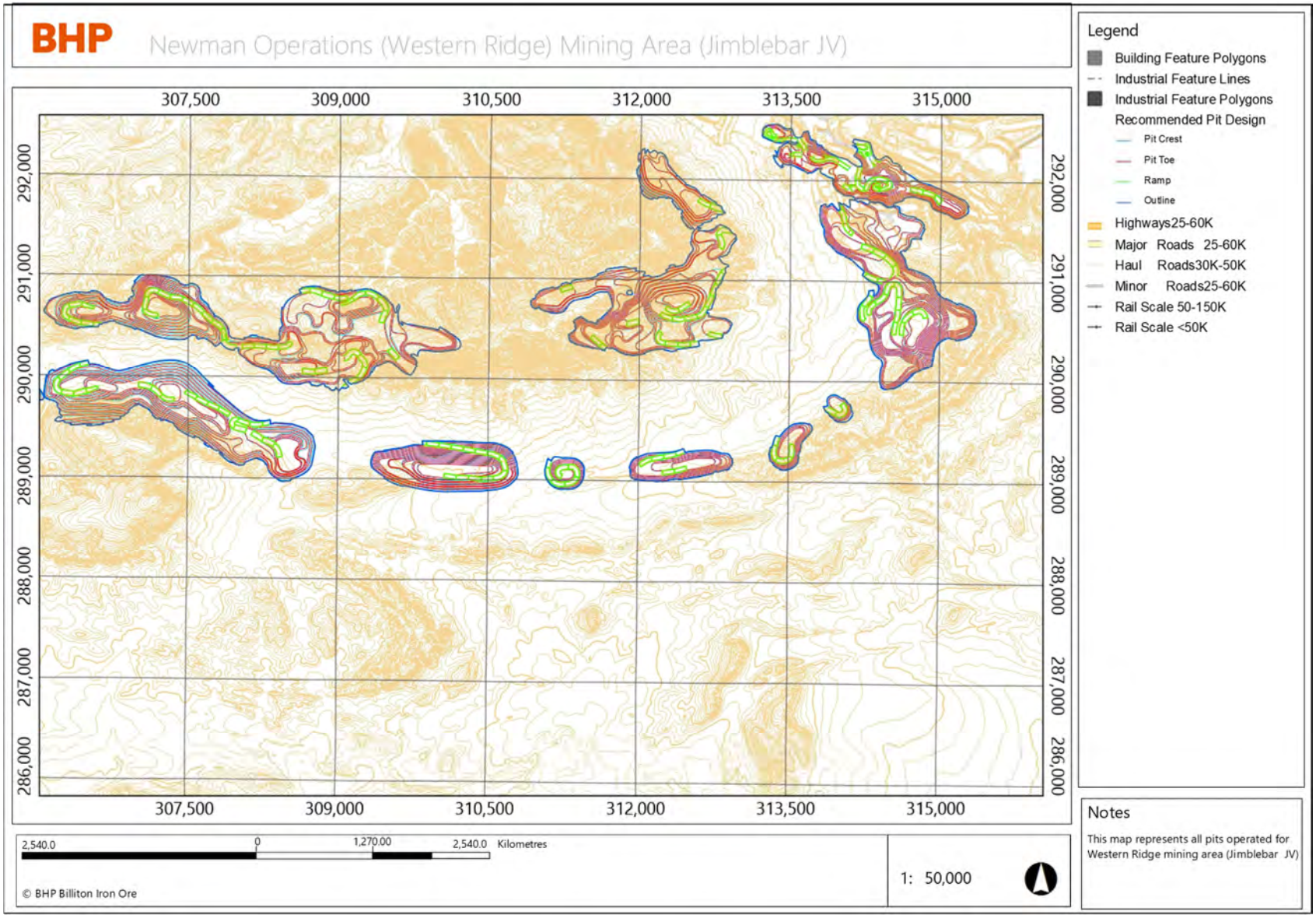
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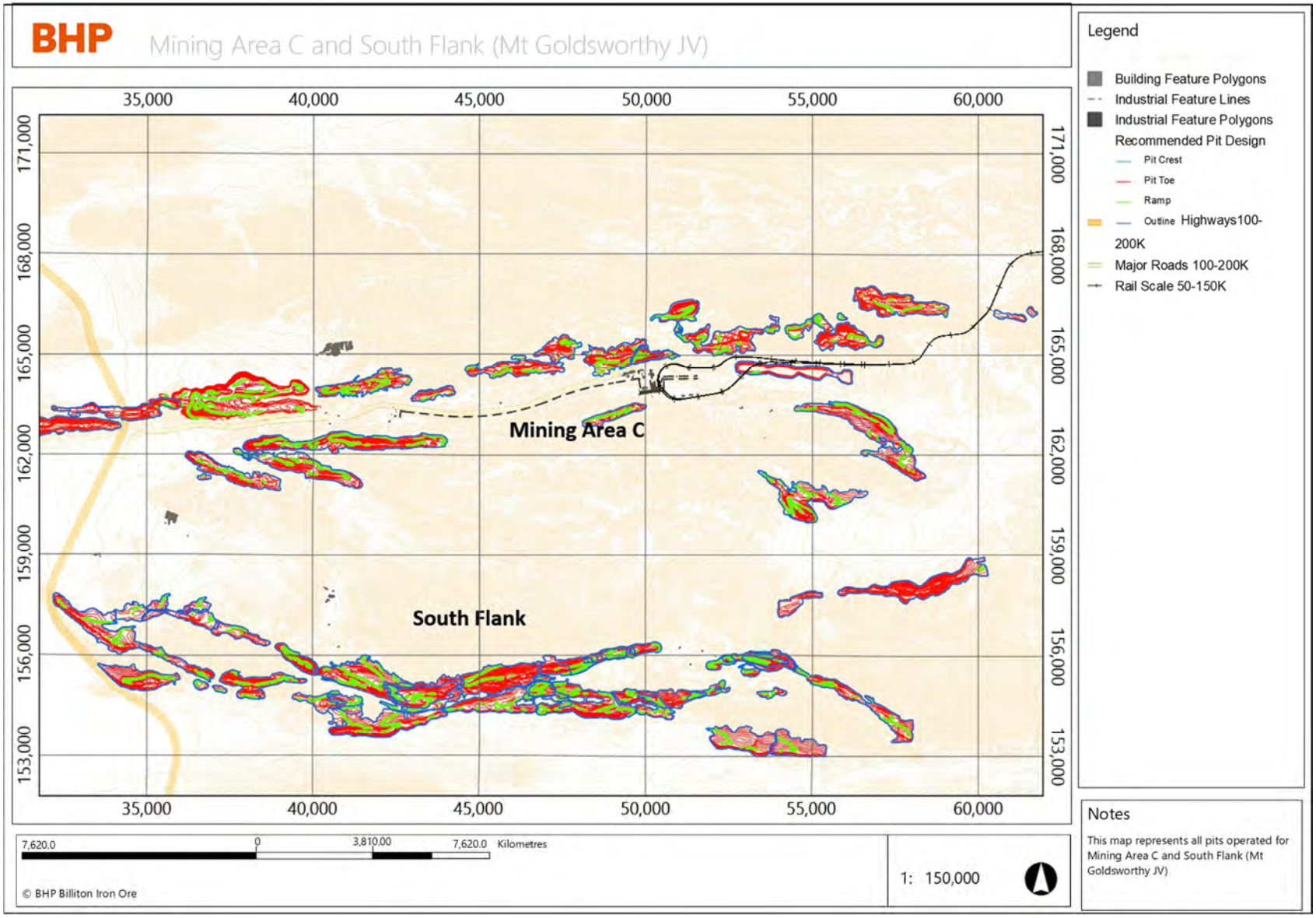
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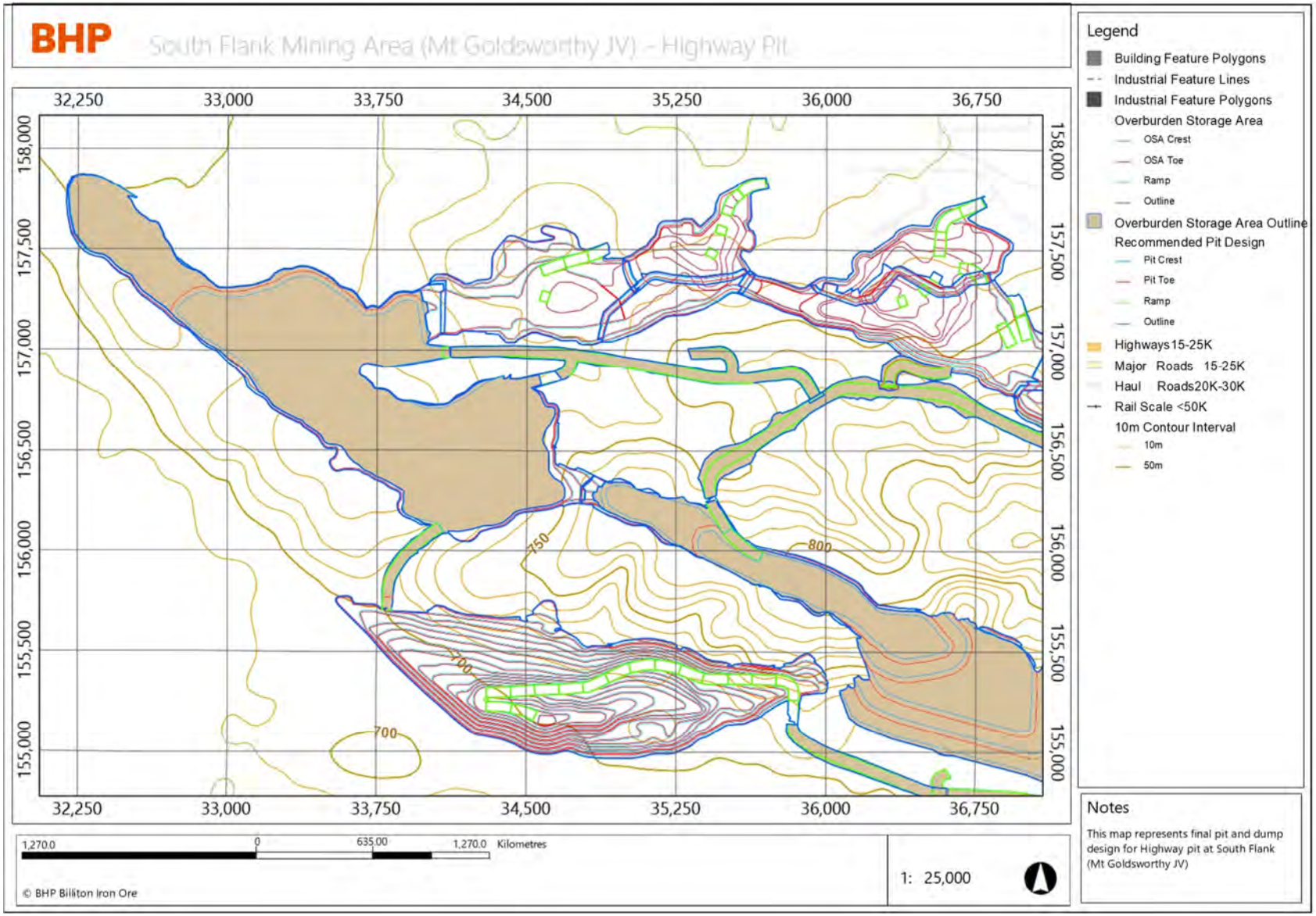
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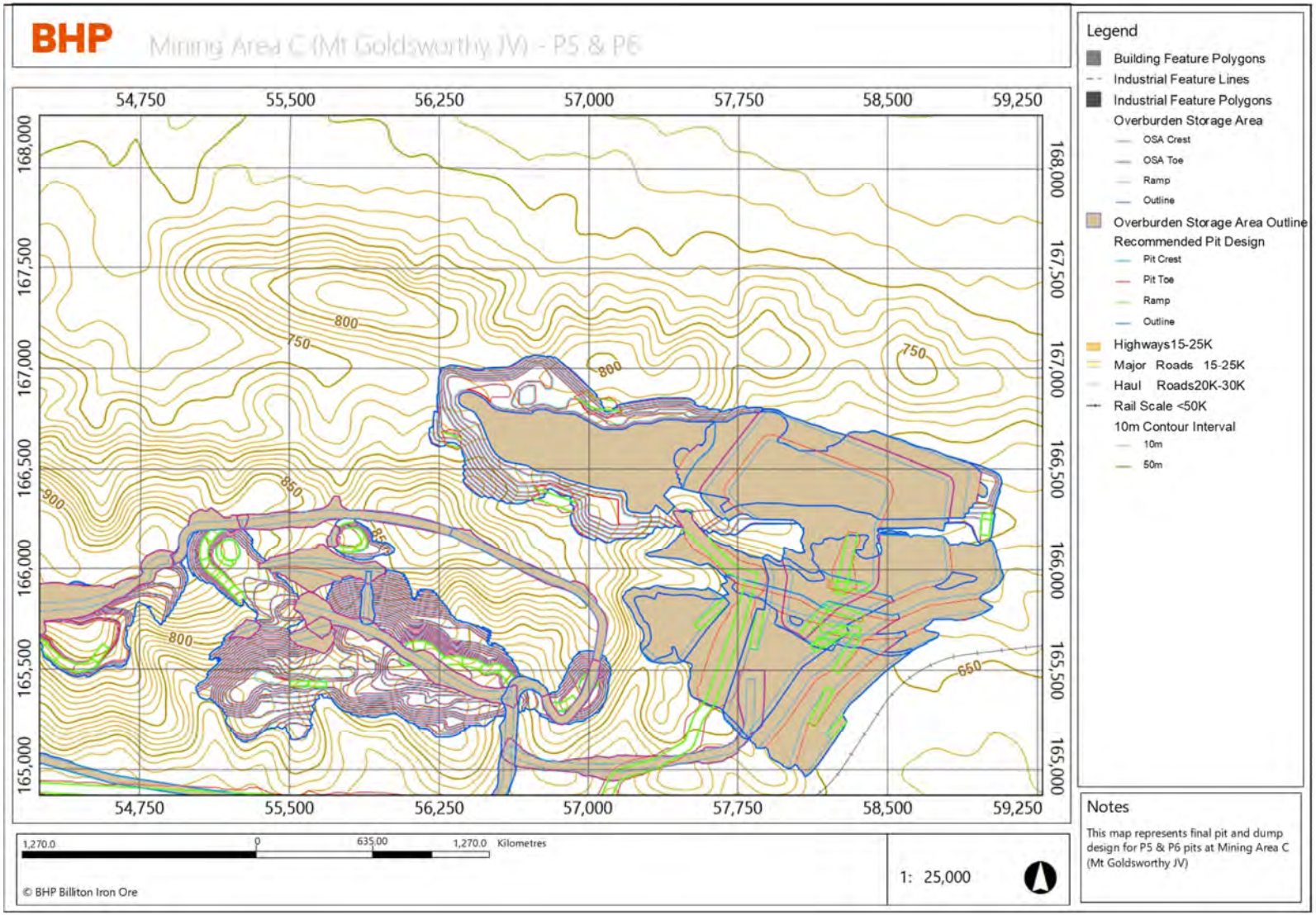


Figure 13-7: Final Pit Maps

13.3 Production Rates, Expected Mine Life

13.3.1 Production Rates and Expected Mine Life

WAIO operations are comprised of 5 mining areas that belong to 3 joint ventures as shown in Table 13-9:

Table 13-9: Mining Areas and their respective Joint Venture Ownership

Joint Venture	Mining Area	Production Life of Mining Area
Mt Goldsworthy JV	Mining Area C	22 Years (FY23 – FY44)
	South Flank	28 Years (FY23 – FY50)
Jimblebar JV	Jimblebar	30 Years (FY23 – FY52)
	Newman Operations (Western Ridge)	27 Years (FY25 – FY52)
Mt Newman JV	Newman Operations	30 Years (FY23 – FY52)

Complete life of mine schedules are generated for each mining area annually, as part of the Life of Asset (LoA) planning, and are combined to achieve the overall WAIO production schedule. These production schedules underpin the Mineral Reserves estimates for each JV (and WAIO overall). The mine planning team utilises the following key inputs to generate the LoM schedules:

- Processing plant capacities,
- Supply chain constraints (e.g., rail or port capacity),
- Approval dates for future pits, and
- Vertical bench progression to account for contour mining and dewatering.

13.3.2 Mining Unit Dimensions, Mining Dilution and Recovery Factors

The adequate selective mining unit (SMU) dimensions can vary between different deposits and the following factors are considered to determine the appropriate SMU size:

- Mining Equipment type and size,
- Orebody characteristics, and
- Integrity of the underlying resource model (e.g., data support, original block size)

The resource model is regularised from a sub-block model to a regular sized block model. The process of regularisation simulates the ore loss (mining recovery) and expected dilution due to the characteristics of the mining equipment. WAIO mining operations are bulk open-cut mining methods utilising large excavators (~350 t range) and therefore larger regularised block sizes are most appropriate.

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The SMU sizes range from 10m x 10m x 4m (XYZ) for excavator operations to 10m x 10m x 12m for face shovel operations.

Overall mining recovery between the sub-block and regularised models usually varies between 90% and 95% for most deposits. Quarterly and annual reconciliation of Mineral Reserves (outlined in Section 12.2.6) are completed to assess how well the estimates are performing for the reporting periods. WAIO historic reconciliation demonstrates a robust performance and hence the adequacy of the selected SMUs.

13.3.3 Production Schedule

Figure 13-8 show the production schedule for WAIO that comprises the overall Mineral Reserves for WAIO and covers a period of 30 years. The average mining production rate over the first 10 years is approximately 240 Mtpa, which is reflective of process plant and supply chain capacity. WAIO has demonstrated achieving this production rate within the operations.

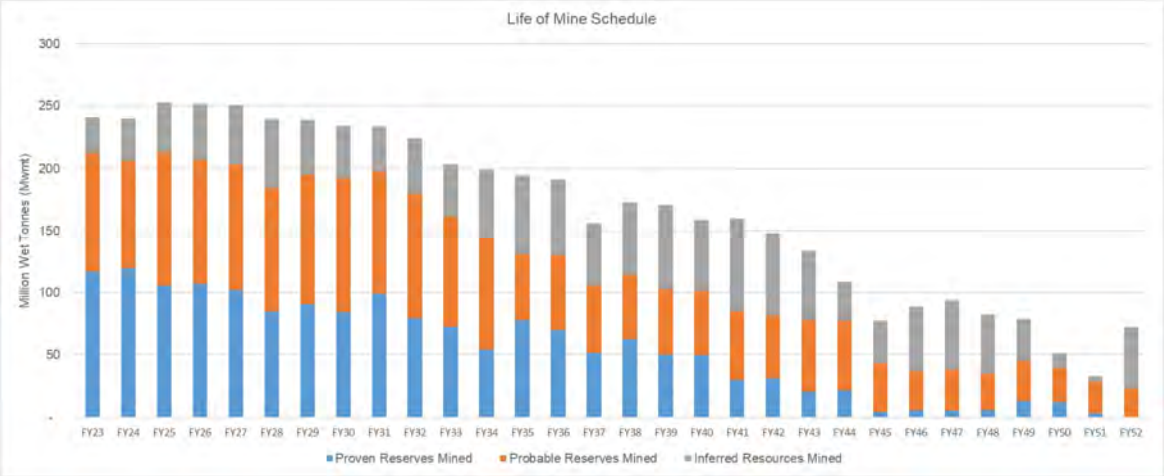


Figure 13-8: Production Schedule for WAIO

The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

Overall ore production includes some Inferred Mineral Resources which are mined concurrently from the pits with Mineral Reserves. However, to demonstrate the economic viability of the Mineral Reserves, only Mineral Reserves have been considered to generate

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the revenue. No revenue has been assigned to the production from Inferred Mineral Resources. This is further detailed in Section 19.

13.4 Requirements for Overburden Stripping

Development of new deposits requires pre-stripping of the overburden and is taken into account within the mine plan processes. The future deposits required to sustain production are added progressively and sufficient time is allowed for development activities (e.g., land clearing, construction of access roads and pre-stripping of waste) before ore production commences.

WAIO orebodies are near surface, relatively flat dipping and with low strip ratios therefore the lead time required for development of new deposits does not have a material impact on the Mineral Reserve estimates and economic viability of the mine plan.

13.5 Mining Equipment Fleet and Machinery

Table 13-10 provides the current production mining fleet used across all WAIO mining areas. The mining width, applied in pit and pushback designs, and the SMU size, for mining models, reflect the use of this equipment.

The rate of production in the current mine plan does not increase significantly in the future. The mining equipment fleet currently available for use is adequate to support the LoA schedule based in the demonstrated historical performance along with realised efficiencies achieved over a number of years.

Sustaining capital allocation for any equipment rebuild and replacement is considered in the economic analysis of the production plan.

Table 13-10: Production Mining Fleet used Across WAIO

WAIO Fleet	Fleet Type	Units FY2022
Primary Excavator	Liebherr 996/9600	21
Production Excavator	Liebherr 9400	23
Production Loader	Komatsu WA1200 - CAT 994K - CAT 994F	24
Primary Trucks	CAT 793 (model F, D, C)	207
Primary Trucks	Komatsu 930E	41
Trucks	CAT 789	11
Primary Drill	Atlas Copco Pit Viper 271	26
Contour Drill	Atlas Copco D65	12

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14 Processing and Recovery Methods

WAIO's run-of-mine (ROM) ore is hematite type direct shipping ore (DSO) with average iron content not less than 60% for Brockman (BKM) and Marra Mamba (MM) ore types and not less than 56.5% for Channel Iron Deposit (CID) ore type. The ore is also higher-quality with deleterious contents within acceptable limits and is capable of being fed to the blast furnace for iron and steel making, without the need of any concentration or beneficiation. Therefore, the processing involved is simple crushing and screening of the ROM to produce the two industry-standard DSO marketable ore types, namely lump (with nominal particle size >6.3mm) and fines (with size <6.3mm).

A dry processing method is used for crushing and screening. This method is simple and well understood and widely used by most DSO producers in the Pilbara. The ROM ore is first crushed in a primary crusher set up near the mine. The crushed ore is then transported via an overland conveyor to an Ore Handling Plant (OHP), housing secondary and/or tertiary crushers and screens, for further crushing and screening. The OHPs are located close to a train load-out (TLO) station. For larger mines, two or more OHP's are centrally located around the TLO station(s) and form a processing hub. Currently there are four processing hubs in WAIO, namely, Newman Operations, Jimblebar, Mining Area C - South Flank and Yandi.

In WAIO, only one OHP, the Whaleback Beneficiation Plant located at Newman Operations, uses heavy-media separation to beneficiate a select part of the BKM ore from the Mount Whaleback deposit. The production from this plant was 4.7 Mt in FY2022, accounting for less than 2% of WAIO's annual production.

All dry OHP's typically recover 100% mass of the ROM feed in the form of either lump or fines, whereas the Whaleback Beneficiation Plant typically recovers approximately 95% wet mass of the plant feed.

Further details of these processing hubs, including flow sheet and throughput, are provided in the following sections.

14.1 Flow Sheet of Current Process Plants

WAIO currently has 13 OHPs across four processing hubs. Of these, 12 OHPs dry process ROM ore by only crushing and screening. Only one OHP, the Whaleback Beneficiation Plant in Newman processing hub, has additional facility to beneficiate ROM ore using heavy media separation. The process flow for these two types of plants are described below.

14.1.1 Flow Sheet for Plants involving Crushing and Screening only

The ROM ore is first crushed in a primary crusher close to the mine and then the crushed ore is delivered to the OHP for further crushing and screening of the ore into lump and fines fractions based on particle size. The lump and fines ore types are then sent to stockpiles for subsequent loading onto trains and transporting to the port. Therefore, OHPs at all

processing hubs are suitably located near a TLO facility. These OHPs are dry process plants and recover 100% mass of plant feed.

All OHPs of this type follow the same process flow, only the physical plant layouts and the number of crushers and screens vary based on site conditions and requirements

The process flow for Mining Area C Ore Handling Plant 2 is shown in Figure 14-1 to provide an illustration of the generic process flow for all plants described above.

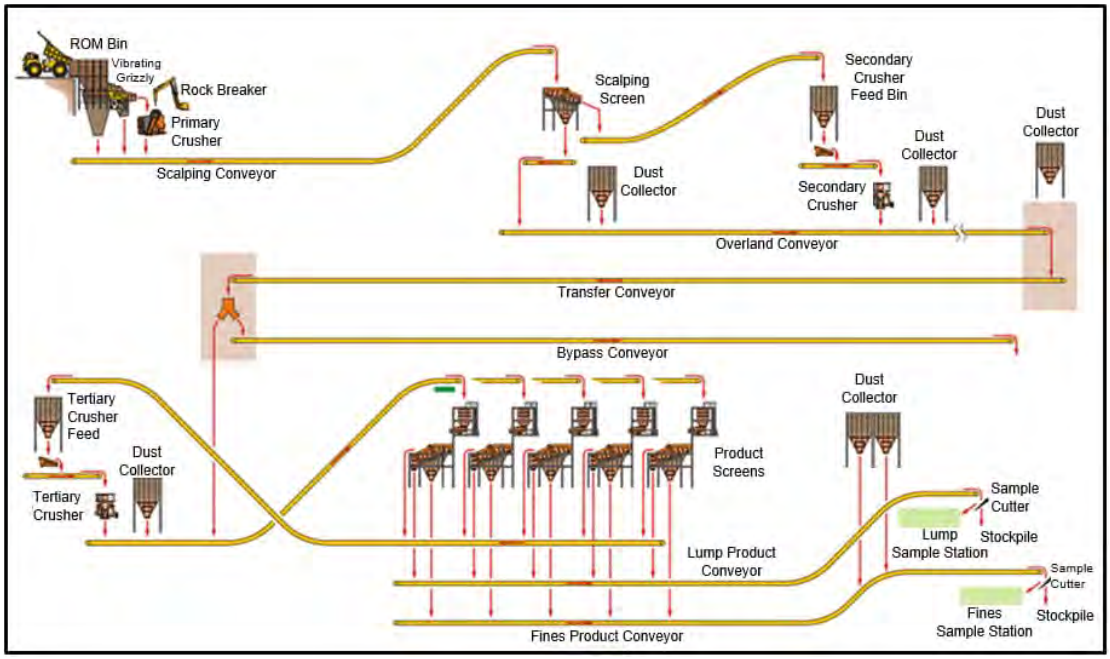


Figure 14-1: Mining Area C Ore Handling Plant 2 Process Flow

14.1.2 Flow Sheet for Whaleback Beneficiation Plant

The Whaleback Beneficiation Plant is specially designed to process a relatively lower-grade Brockman (BKM) ore with iron content averaging around 59% produced from the Mount Whaleback deposit. In addition to crushing and screening, additional process steps involved are dense media separation of coarse streams, wet size separation of finer streams and dewatering. The iron content in the processed ore from this plant is not less than 60%. The mass yield through this plant commonly is typically 95% of the feed on a wet tonnage basis. A schematic process overview of this plant is shown in Figure 14-2.

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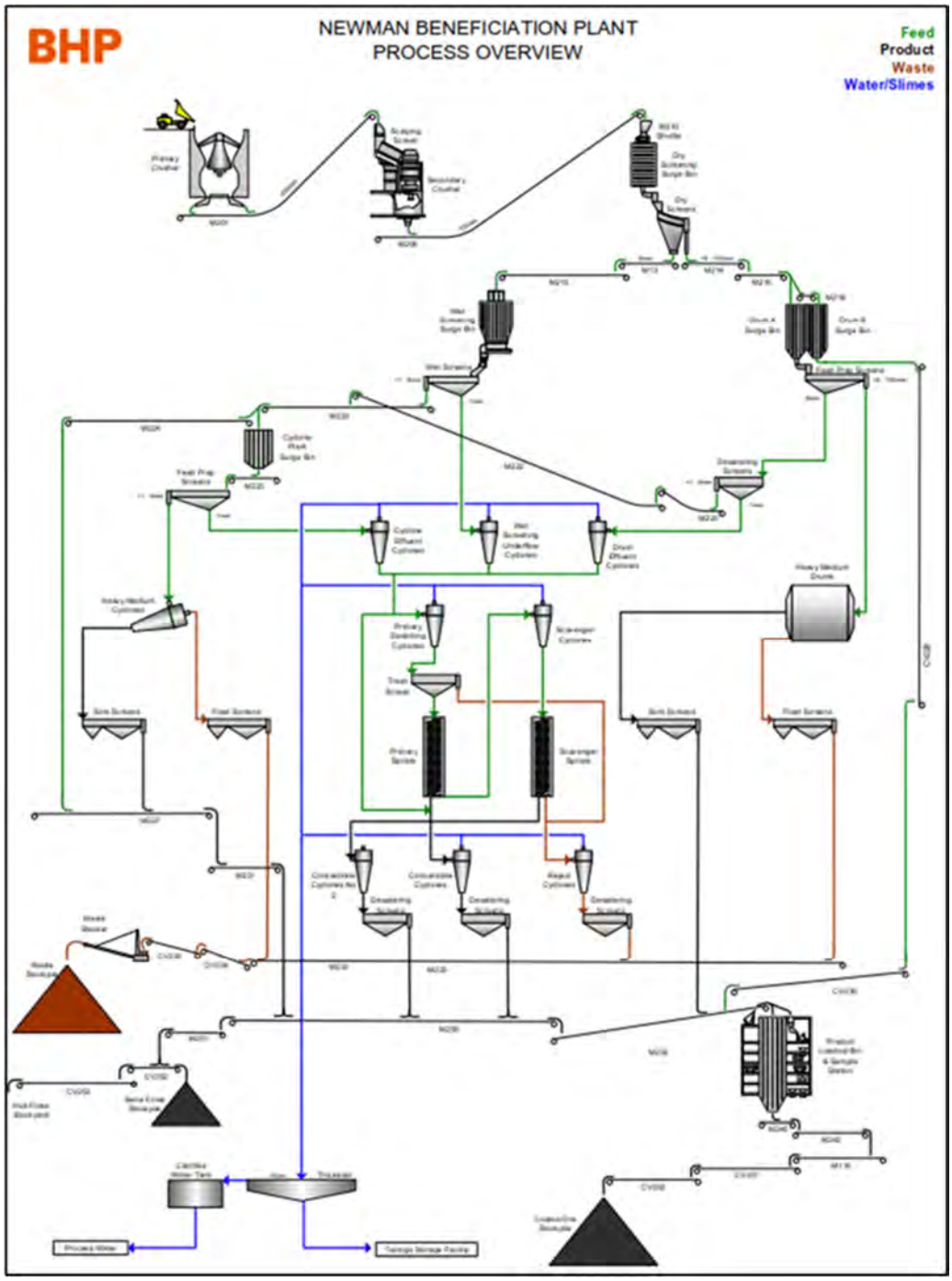


Figure 14-2: Schematic of the Whaleback Beneficiation Plant Process Overview

14.2 Processing Hubs – Throughput and Design

A summary of Newman, Yandi, Jimblebar and Mining Area C-South Flank processing hubs along with their nominal capacities are provided in Table 14-1.

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Table 14-1: Summary and Nominal Capacity of the Process Plants

Plant location	Start Year	Type of Feed	Details of Process Plant	Nominal Capacity
Newman	1969	BKM and MM	OHP and Whaleback Beneficiation Plant (heavy media) Three primary crushers and OHPs, stockyard blending facility, single cell rotary car dumper, train load-out	75 Mtpa
Orebody 24	-	BKM	Primary crusher (crushed ore sent to Newman for final processing)	23.5 Mtpa
Orebody 25	1989	MM	Primary crusher and OHP	12 Mtpa
Yandi*	1992	CID	Three OHPs, stockyard blending facility and two train load-outs	80 Mtpa
Jimblebar	2013	BKM and MM	Three primary crushers, central OHP, stockyard blending facility, two train load-outs	71 Mtpa
Mining Area C	2003	BKM and MM	Two primary crushers, two OHPs, stockyard blending facility and train load-out	60 Mtpa
South Flank*	2021	MM	Primary crushers, OHP, stockyard blending facility and train load-out	80 Mtpa

** Throughputs for the process plants at Yandi and South Flank are below their nominal capacity. As previously mentioned, the end-of-life ramp-down for Yandi commenced in July 2021 and the South Flank is still ramping up to its full capacity.*

The details of equipment at each OHP are listed Table 14-2.

Table 14-2: Equipment Summary for the Process Plants

Plant Name	Primary Crusher	Secondary Crusher	Tertiary Crusher	Screens
Newman OHP 2	Jaw	Gyratory	-	Grizzly, double deck banana
Newman OHP 3*	Gyratory	Cone	-	Double deck banana
Newman OHP 4	-	-	Cone	Double deck banana
Newman OHP 5	Jaw	Cone	-	Double deck banana
OB25	Jaw	Cone	-	Grizzly, double deck banana
OB24	Gyratory	-	-	-
Jimblebar	Gyratory	Cone	-	Double deck banana
MAC OHP 1	Jaw	Cone	-	Grizzly, double deck banana
MAC OHP 2	Jaw	Cone	Cone	Grizzly, double and single deck banana
South Flank	Gyratory	Cone	-	Double deck banana
Yandi OHP 1	Jaw	Cone	Cone	Double deck banana
Yandi OHP 2	Jaw	Cone	Cone	Double deck banana
Yandi OHP 3	Sizer	Sizer	Cone	Double deck banana

** This is a beneficiation plant with hydrocyclones, heavy medium drums and spirals.*

The make and model of crushers and screens installed in various OHPs are listed in Table 14-3.

Table 14-3: Make and Model of Crushers and Screens

Type	Make/Supplier	Models
Jaw Crushers	Metso	C160, C200
	Terrex/Jacques	ST48, ST60
Gyratory Crushers	Metso	60-89, 50-65
Cone Crushers	Metso	HP800, MP800, MP1000
	Jacques	J50/150, J50/300, J65, RB4/150 and RB4/450
	Allis Chalmers	17x84 Hydrocone and 30/70 Superior
	Sandvick	H8000
Grizzly Screens	ThyssenKrupp	DU-STK24-2.6x4.0(5.6) ED
Vibrating Screens	Jacques/Jost	SGR 1420x5270, 1700 x3520xJR608, 2100x6500xJR808, 1700x5270x18200
	Schenck Process	3.7x7.6m, 3.66x9.14m, 3.6x7.3m, 3.0x6.1
	Metso	3.0x6.1m Double Deck Banana Screen
	Allis Chalmers	20x8 Double Deck Banana Screen
	Humbolt	2.4x4.5 RS Screen
	Forder Technik	WF 125 III – 5000 DU

The hydrocylcones (made by Linatex, Concord, CMI-Multotec and Warman), magnetic separators (Eriez 915x2400), heavy medium drums (Wemco 4270x3660) and spirals (Roche MT HG10A/7 and Multotec SC20LG) are used in the Whaleback Beneficiation Plant.

14.2.1 Newman Operations Processing Hub

The Newman Operations processing hub currently comprises three primary crushers and three OHPs including the Whaleback Beneficiation Plant. This hub started its first production in 1969 with the opening of the Mount Whaleback mine, but the rate of production has increased significantly since then. Production from Orebodies 29, 30 and 35 complements production from Mount Whaleback. The Whaleback Beneficiation Plant has been in operation since 1985. The nearby Eastern Ridge satellite mine (Orebodies 24 and 32) has its own primary crusher but feeds into the Newman Operations processing hub. Ore from the Shovelanna deposit (Orebody 31), located at a distance of about 40km to the east, is also processed at the Newman Operations Processing hub. The combined nominal capacity of this processing hub is 75 Mtpa. The ROM ore is sourced from both Brockman (BKM) and Marra Mamba (MM) ore types at proportions determined by the mine schedule.

This processing hub has a stockyard blending facility, a single cell rotary car dumper and a train load out.

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The Eastern Ridge has also a separate primary crusher and OHP to process Marra Mamba ore from Orebody 25. The plant has been operating since 1989 and currently it has a 12 Mtpa nominal capacity.

These OHPs typically recover 100% mass of plant feed and produce both lump and fines ore types with a nominal split to lump stream of 30-40%.

The production from Whaleback Beneficiation Plant was 4.7 Mt in FY2022 and contributed less than 2% of the total annual WAIO production. The mass yield through this plant was 95% of the feed on a wet tonnage basis. This beneficiation plant also produces both lump and fines ore types, each with iron content no less than 60%. These lump and fines ore types are no different to those produced in other OHPs and are blended with corresponding ore types from the other Newman OHPs.

The beneficiation plant generated approximately 0.2 Mt of tailings in FY2022, which was sent to a Tailings Storage Facility (see Section 15.4 for details). Lump rejects from the Whaleback Beneficiation plant are stockpiled on site directly from the plant with no further treatment. Fines rejects are thickened through a conventional above ground thickener and then pumped to the tailings storage facility. Both lump rejects and fines tailings are inert substances and chemically are low risk. This form of tailings storage is common across the Pilbara region.

14.2.2 Yandi Processing Hub

Yandi processing hub started operations in 1992 to process ore exclusively from the Channel Iron Deposits (CID) and produce a fines only ore type. The production rate of this hub also has increased over time and currently it has four primary crushers and three OHPs with a combined nominal capacity of 80 Mtpa. It also recovers 100% mass of plant feed.

This processing hub has a stockyard blending facility and two train load outs.

This facility has already processed >1.3 billion tonnes through to 30 June 2021, but the mine is reaching the end of its life. Therefore, production ramp down, along with the closure and decommissioning of associated infrastructure, started in July 2021 and has continued into June 2022. Once Yandi mine is fully exhausted, parts of the Yandi processing facilities are likely to be used to process ROM feed from nearby BKM deposits.

14.2.3 Mining Area C – South Flank Processing Hub

The Mining Area C – South Flank processing hub has two facilities, one for the Mining Area C mine and the other for the South Flank mine.

The Mining Area C processing plant started in 2003 and currently has two primary crushers and two OHP’s. It processes ROM ore from both Brockman (BKM) and Marra Mamba (MM) deposits at proportions determined by the mine schedule. The nominal capacity of Mining Area C processing facility 60 Mtpa.

The South Flank processing plant is new and was commissioned only in May 2021. It has two primary crushers located at the mine site and one OHP located close to the Mining Area C OHPs. This plant has been built with a nominal capacity of 80 Mtpa, which will be reached in 2023-24. It recovers 100% mass of plant feed (all Marra Mamba type) and produces both lump and fines ore types with a nominal split to lump stream of 30-40%.

This processing hub has a stockyard blending facility and a train load out.

14.2.4 Jimblebar Processing Hub

Jimblebar processing hub started production in 2013 and currently has three primary crushers closer to mining sites and one central OHP with a nominal capacity of 71 Mtpa. In addition to the OHP, this processing hub has a stockyard blending facility and a train load out. This hub processes ROM ore sourced from both Brockman (BKM) and Marra Mamba (MM) deposits at proportions determined by the mine schedule.

The OHP recovers 100% mass of plant feed and produce both lump and fines ore types with a nominal split to lump stream of 30-40%.

14.3 Requirements of Energy, Water etc

WAIO has a long history of successful iron ore mining in the Pilbara starting in 1960's. This has led to the gradual establishment of all infrastructure required to operate WAIO's mining and processing hubs. The first mining and processing operations started at Newman Operations in 1969. This was followed by Yandi in 1992, Mining Area C in 2003 and Jimblebar in 2013. All these processing hubs have been operating continuously since their start, though their capacities have been increased by adding new crushing / and screening circuits. South Flank is the newest mine and mining there commenced in May 2021 as part of the Mining Area C processing hub.

14.3.1 Energy

All four processing hubs receive their energy requirements from the WAIO owned and operated 190 MW Yarnima Power Station, located at Newman (see Section 15.5 for details). The power is supplied to the hubs via 132 kv and 33 kv overhead power lines. The primary power demand at the processing hubs is from crushing and screening plants, stacking, reclaiming and train load-outs.

The 12-month average electrical load is 16 MW, 20 MW, 20 MW and 17 MW for Newman Operations, Jimblebar, Mining Area C and Yandi, respectively.

14.3.2 Water

WAIO's process plants (except the Whaleback Beneficiation Plant) operate on a dry basis and water supply to the processing plants is primarily for the purpose of dust suppression,

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cleaning of equipment and fire suppression / safety systems. The combined usage of water for mining and processing by hub is shown in Table 15-1.

14.3.3 Process Materials

There are no process material requirements for the OHPs, as they operate on a dry basis, other than equipment replacement parts. The Whaleback Beneficiation Plant consumes only ferrosilicon as a process material, the consumption volume of which is dependent on the feed ore type and operation of the plant.

14.3.4 Personnel

The processing plants are fully staffed with 400, 240, 370 and 240 personnel currently working at Newman, Jimblebar, Mining Area C and Yandi respectively.

14.4 Novel Processing Methods

No novel processing methods are used or contemplated. Both the current metallurgical processes, simple crushing and screening as well as beneficiation, are well tested and proven processing methodologies and have been in use at WAIO for decades.

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15 Infrastructure

WAIO's basic value chain providing a high-level overview of its infrastructure is shown in Figure 15-1. The value chain comprise three major sub-systems: Mine, Rail and Port, with 10 process steps listed below.

1. Mining, including drill and blast, and load and haul;
2. Mine processing and ore handling plant including crushing and screening;
3. Mine stacking (stockpiling) into the ore types of lumps and fines;
4. Train loading;
5. Train empty and loaded travel to and from the port facilities;
6. Port car dumping (train unloading);
7. Port direct ship loading (ore is taken directly to the vessel, skipping process steps eight to ten);
8. Port stacking (stockpiling) into the ore types;
9. Port reclaiming;
10. Port ship loading.

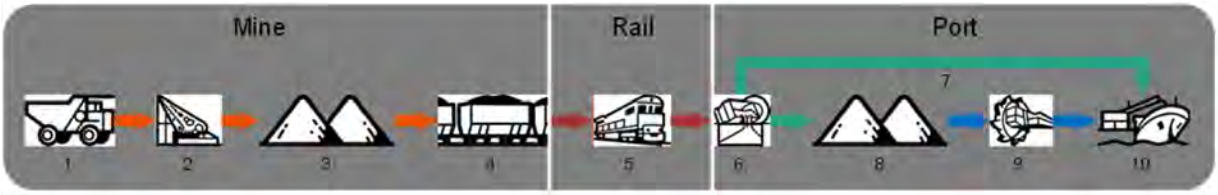


Figure 15-1: Basic Value Chain for WAIO

15.1 Roads, Rail and Port Facilities

WAIO is a fully integrated system of four processing and five mining hubs, connected by more than 1,000km of proprietary rail infrastructure to its two port facilities at Port Hedland.

The Great Northern Highway, Northwest Coastal Highway and other public roads provide road access to WAIO operations from Perth and other regional towns. Roads to WAIO operations from these public roads are owned and operated by WAIO.

A map with the location of mines, BHP-owned rail and ports, along with major public roads, is provided in Figure 15-2.

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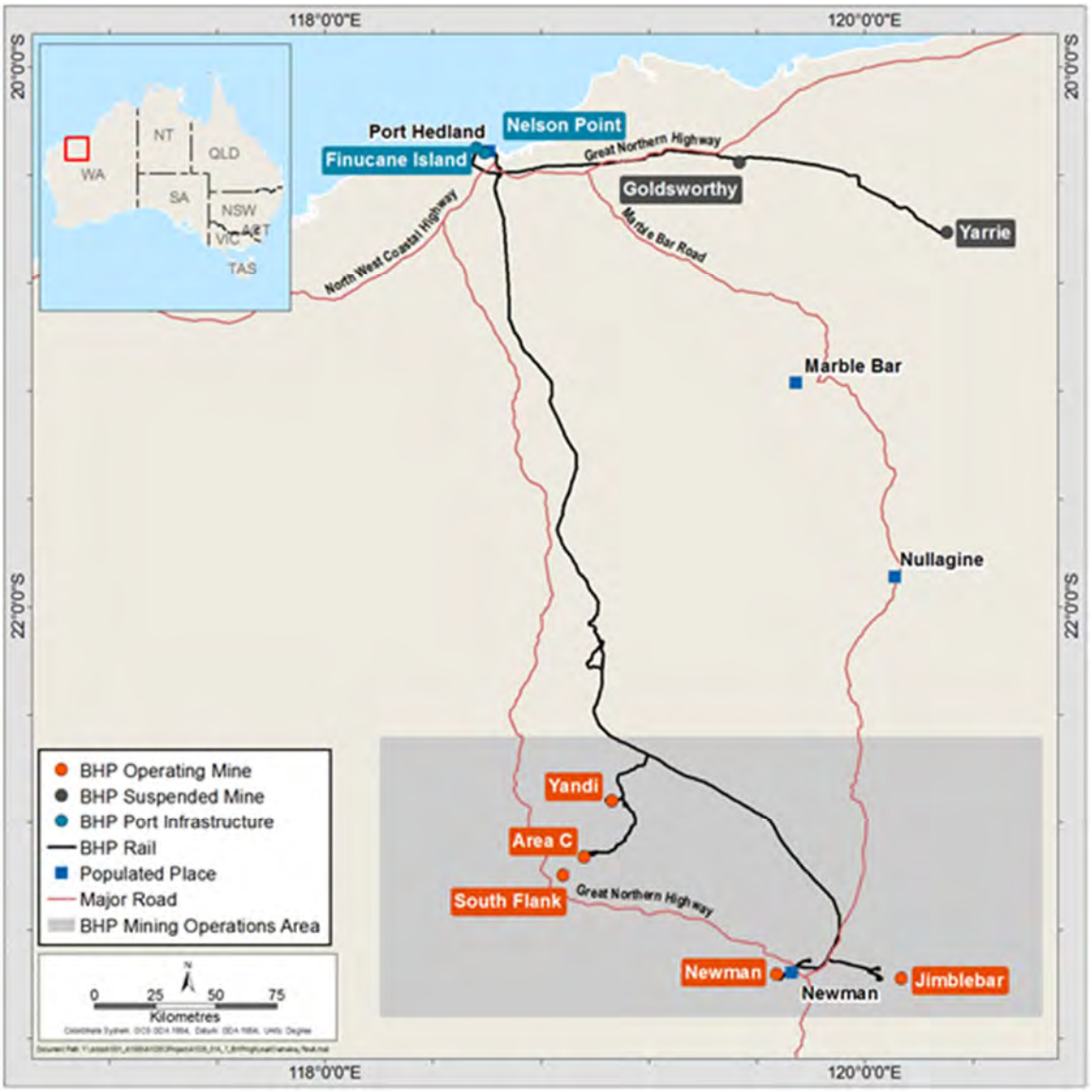


Figure 15-2: Simplified Map of WAIO Operations and Infrastructure

A map showing WAIO's port infrastructure at Port Hedland is provided in Figure 15-3.

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Figure 15-3: Simplified Map of Port Hedland Port Infrastructure

15.2 Dams

Ophthalmia Dam, located 12km northeast of Newman town, is a WAIO-owned water reservoir and most parts of the dam structure and reservoir area fall within WAIO tenure. This dam is located in a drinking water catchment and the underlying aquifer, which it recharges, is used for the extraction of groundwater to support Newman town and WAIO's Newman Operations. The quality of dam's water is jointly managed by BHP, the Shire of East Pilbara and the Western Australia Department of Health.

15.3 Dumps and Leach Pads

The storage and management of waste rock generated from the mines have already been described in Sections 13.2.7 and 13.2.8.

Small volumes of run-of-mine ore (mainly blend-grade material) are stored in pre-crusher stockpiles for feeding into future production. At the same time, based on requirements, certain volumes of previously stockpiled ore (above the dead stock) are also drawn and fed to crushers annually.

No leach pads are used in WAIO operations.

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15.4 Tailings Disposal

Since 1985, WAIO has operated one beneficiation plant, at the Newman Operations, which generates tailings. In FY2022, this plant generated approximately 0.2 Mt of tailings.

Tailings from this plant are managed through wet deposition into a purpose-built active upstream Tailings Storage Facility (TSF) located at a distance of about 2km from the plant.

The TSF currently holds about 25 Mt of tailings and is forecast to reach capacity in the next few years. Studies have commenced for wall lifts of the existing TSF as well as the option for using a nearby mined out pit as an in-pit tailings facility. An alternative facility is planned to be in place prior to reaching the existing TSF's capacity.

15.5 Power, Water, and Pipelines

Power – BHP owns and operates a power station at Yarnima in Newman, which supplies electrical power via its own transmission and distribution network of overhead 132 kv and 33 kv power lines to all WAIO iron ore mining hubs and the township of Newman. With 190 MW of installed generator capacity, Yarnima Power Station is a high-efficiency, gas-fired, combined-cycle power station with backup diesel firing capability (in case of gas supply disruption).

There is a ~10 MW diesel-based power station at Area C mine and a 24 MW hired diesel-based temporary power station adjacent to Yarnima that augments power generation in case of power disruption / emergency.

The WAIO mines and Newman township, which are fed from Yarnima Power Station, typically consume about 80 – 100 MW of power on average, with peak demand reaching 130 to 140 MW. The primary power demand at the mines is from crushing and screening plants, stacking, reclaiming and train load-outs. There is minimal power demand from mining and ancillary infrastructure.

Power consumed for WAIO's port operations at Port Hedland is purchased via a power purchase agreement with Alinta Energy, a large energy supplier in Australia, which has 5 open-cycle gas turbines located south of Port Hedland spread across two sites. BHP's current agreement with Alinta Energy is due to expire in 2024, but negotiations for a new agreement from 2025 onwards are underway. WAIO's port operations typically consume about 37 MW on average, peaking at 70 MW. The power demand is spread between ore dumping, stacking, re-screening, reclaiming and ship loading operations.

Water and Pipelines – As described earlier in Section 4.4, groundwater is the primary freshwater source for WAIO and is extracted from production and dewatering bores with abstraction volumes as per licence requirements for use in all mining and processing operations. The water is supplied to various sites through a network of over and underground water pipelines along with associated tanks and control infrastructure. Water consumption is

linked to mining rates, and water supply and infrastructure capacity is included in development plans accordingly.

Recent water use across WAIO mines and Port for FY21 is shown in Table 15-1. Water use is primarily for dust suppression during mining and processing and shows seasonal variation, consumption increasing in the hotter weather.

Table 15-1: Water usage at various WAIO sites in FY2021

Site	Newman	Jimblebar	Mining Area C	Yandi	Port	Total
Consumption (in Gigalitres)	12.0	5.8	3.8	3.9	3.8	29.3

Once operational demand has been met, surplus water may remain that needs to be disposed of in line with environmental approvals and licenses. WAIO has an ongoing program to return water to ground via injection bores and infiltration structures. This program aims to treat water resources in the Pilbara region in a responsible way and, where practicable, maintain water levels in local aquifers to mitigate impacts and preserve water for future use.

15.6 Infrastructure Layout Maps for Mines

Local infrastructure layout maps for each of the operational mining areas, namely Newman, Jimblebar, Mining Area C - South Flank and Yandi are shown in Figure 15-4, Figure 15-5, Figure 15-6 and Figure 15-7 respectively.

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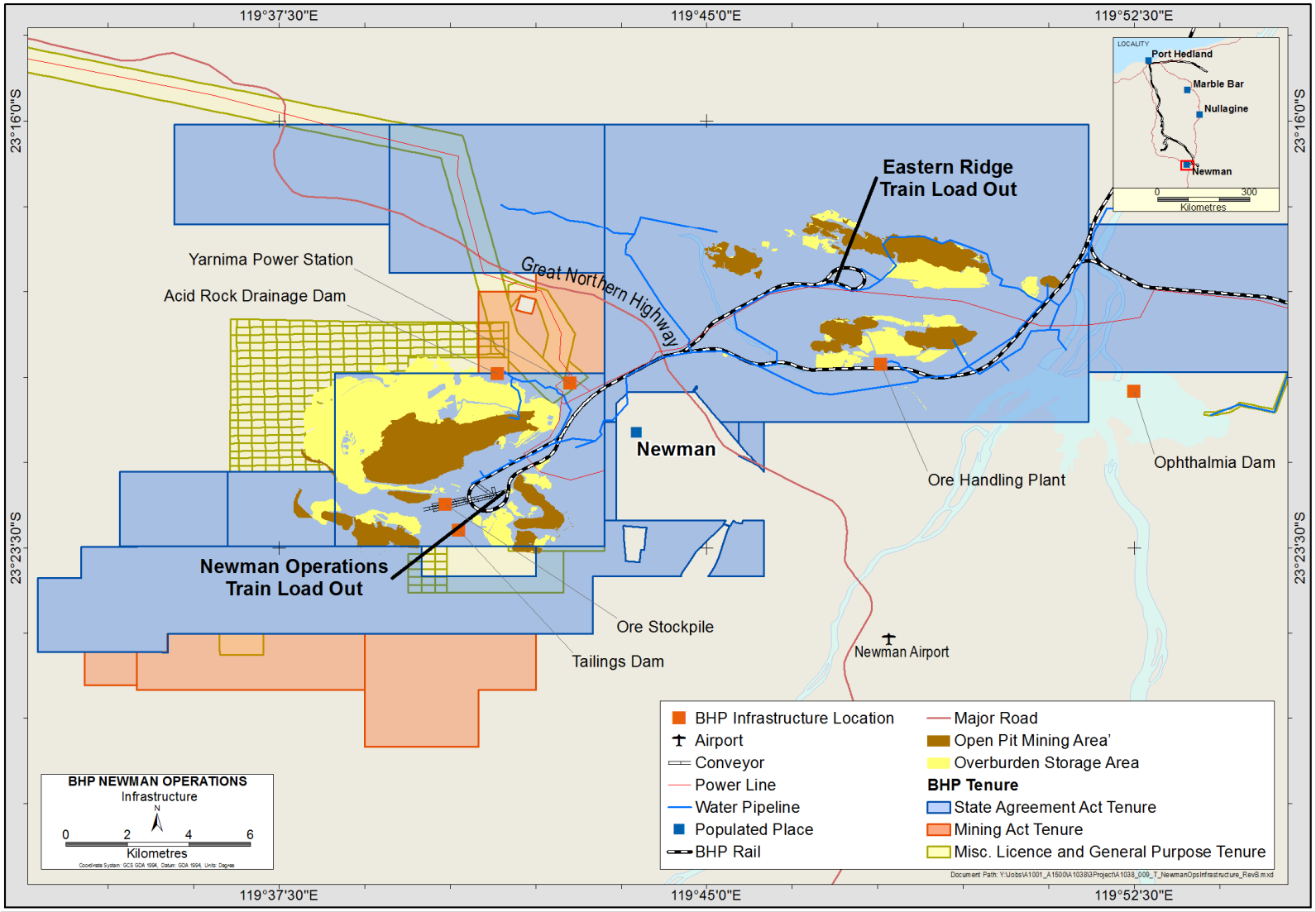


Figure 15-4: Infrastructure Layout Map – Newman Area

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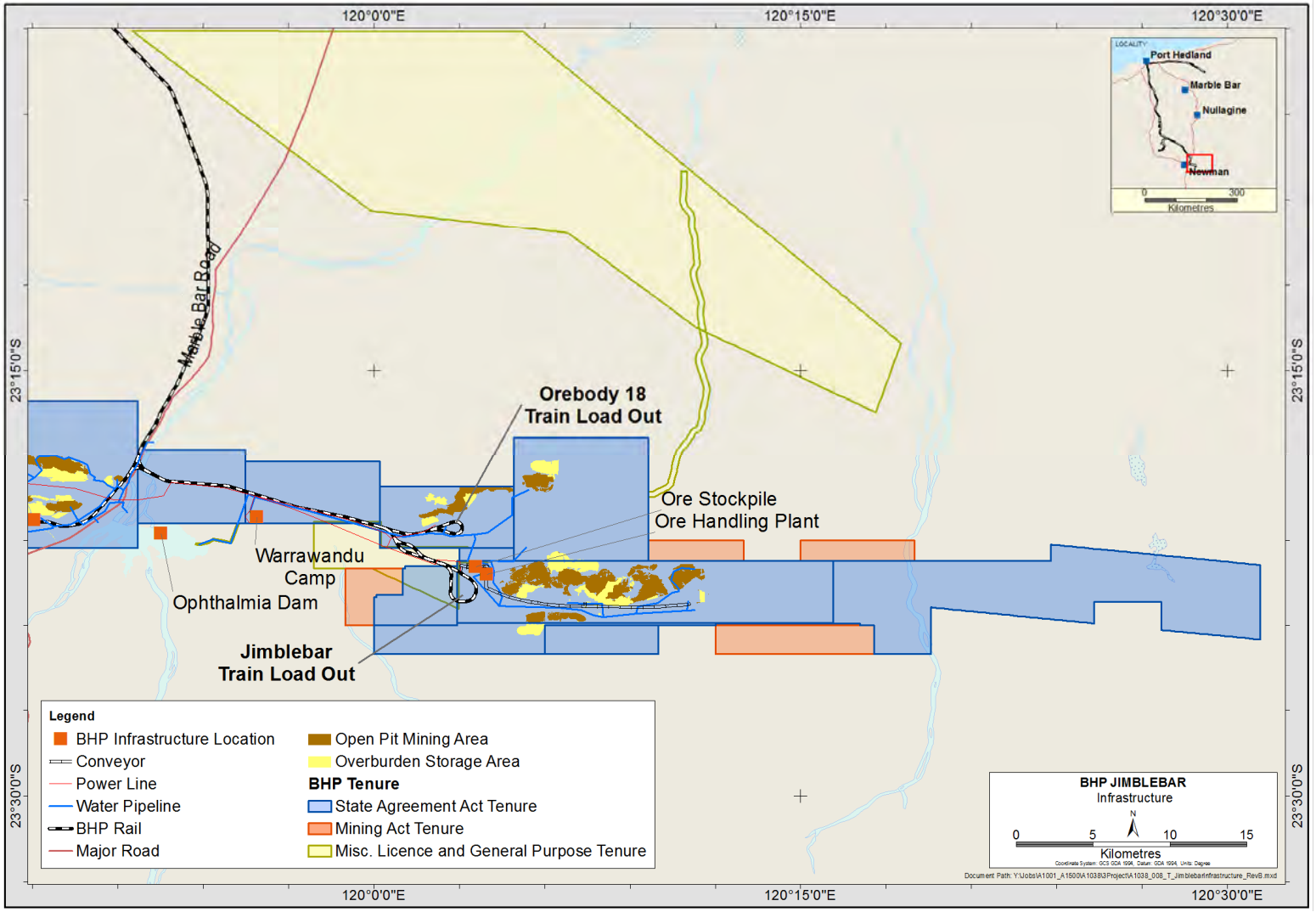


Figure 15-5: Infrastructure Layout Map – Jimblebar Area

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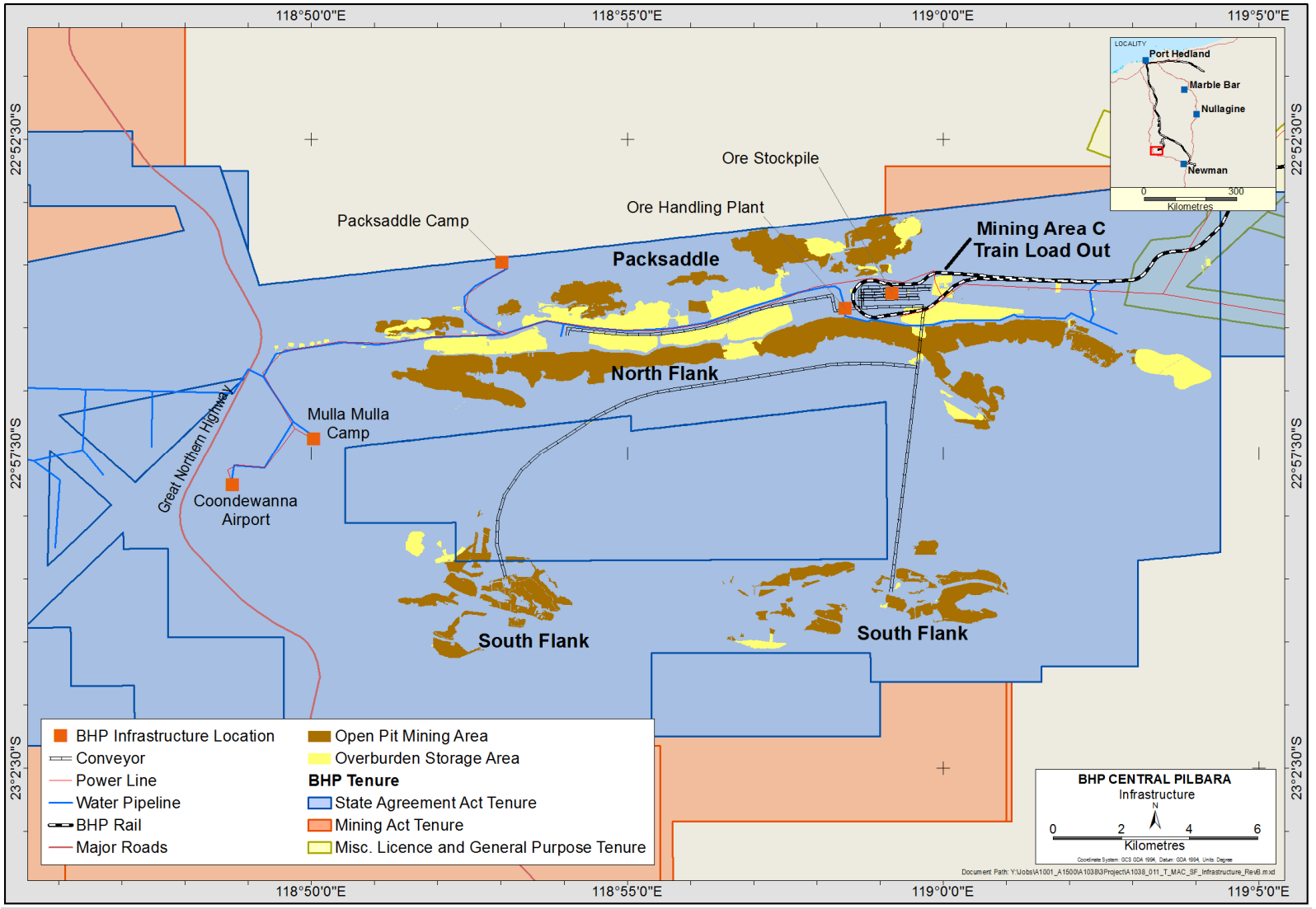


Figure 15-6: Infrastructure Layout Map – Mining Area C and South Flank Areas

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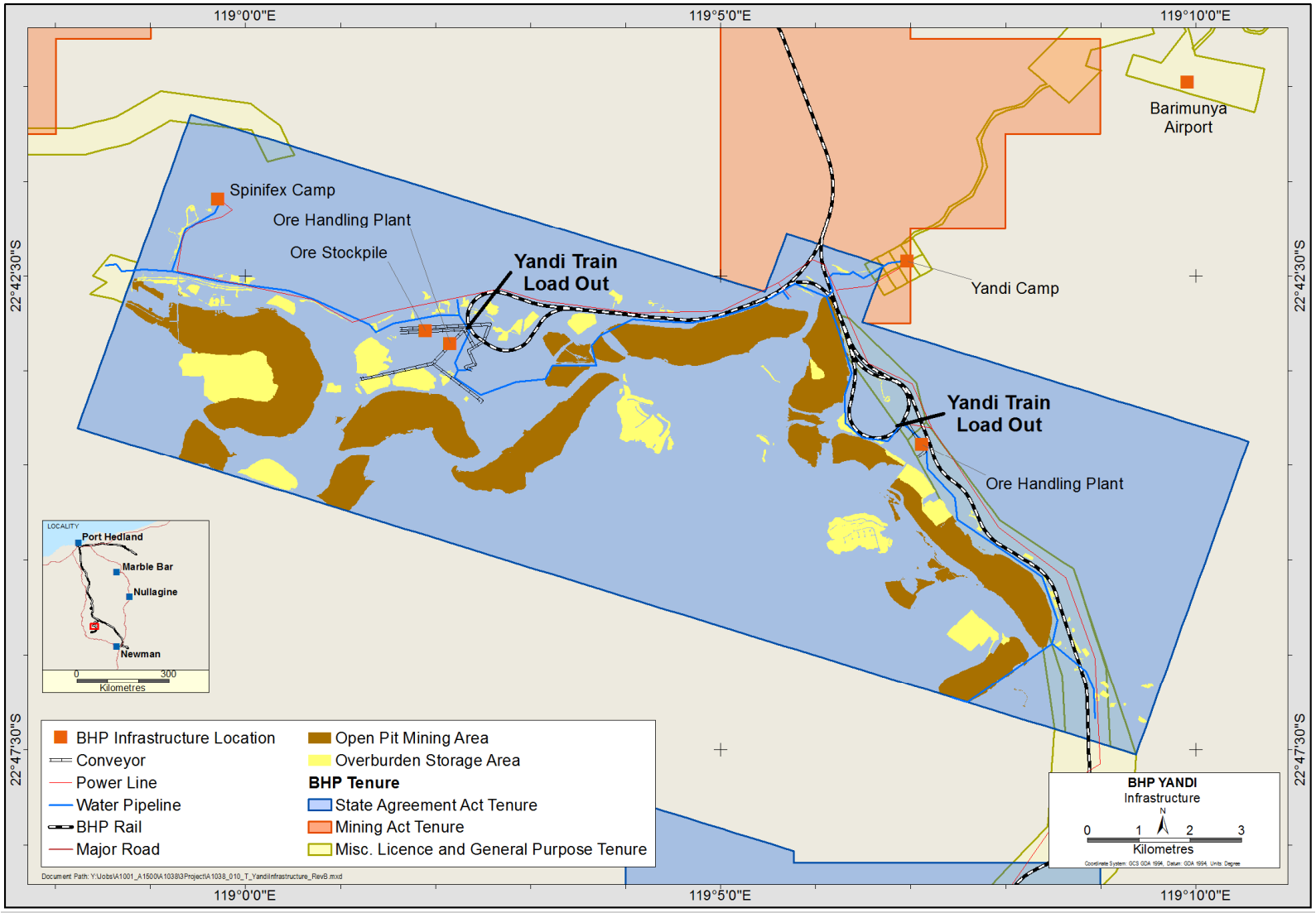


Figure 15-7: Infrastructure Layout Map – Yandi Areas

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16 Market Studies

WAIO produces direct shipping iron ore, which is sold in the form of lump (nominal grain size >6.3mm) and fines (nominal grain size <6.3mm). Currently there is one lump brand (Newman Blended Lump) and four fines brands (Newman High-grade Fines, MAC Fines, Jimblebar Fines and Yandi Fines).

Information concerning markets for iron ore is described below. Market information for this section is sourced from the industry analysis prepared by BHP's Market Analysis and Economics team in January 2022, based on BHP internal information as well as information sourced from industry consultants.

The Mineral Reserve QPs have reviewed the market information and analyses in this section and are of the opinion that the results support the commodity price assumptions in this Technical Report Summary.

16.1 Markets for the Property's Production

Iron ore is the primary raw material for iron and steel-making: steel is an important building block for construction, transportation, energy infrastructure and household appliances, etc. Therefore the demand for iron ore is expected to continue over the length of cash flow for WAIO, which is currently projected to 2052.

Global crude steel production has more than doubled over the past two decades, from 0.85 billion tonnes in 2000 to 1.95 billion tonnes in 2021 (source: World Steel Association), to fuel global economic growth, urbanisation and industrialisation. During the same period, China's production has increased from 131 Mt in 2000 to 1033 Mt in 2021 (source: World Steel Association), contributing the bulk of the global increase.

Out of the 2.3 billion tonnes total iron ore consumed in 2021 globally, 1.5 billion tonnes are traded on the seaborne market. Asia is the largest customer location, sharing ~90% of the seaborne iron ore demand, with most of the seaborne iron ore going to China, Japan and South Korea. China is the single largest customer location, accounting for over 70% of the seaborne iron ore demand (source: Iron ore market service – Q3 2021 outlook to 2035).

On the supply side, Australia, Brazil and South Africa are the major seaborne iron ore supply countries supplying over 80% of the market in 2021. Australia is the single largest iron ore producing country, supplying close to 60% in CY2021 of the seaborne trade (source: Iron ore market service – Q3 2021 outlook to 2035).

16.1.1 Historical Pricing

The iron ore fines (62% Fe) index is the most widely quoted index in the market as a result of the sizable share of this material traded on the seaborne supply. Given that China is the single largest customer location for the seaborne iron ore trade, the iron ore indexes are mostly quoted on the cost and freight (CFR) China term, with the free-on-board (FOB)

Australia prices calculated from the CFR prices by deducting freight cost. The iron ore fines 62% Fe (also referred to as sinter fines 62% Fe), FOB Australia prices from Wood Mackenzie (a reputable industry research institute and consultancy covering metals, minerals and energy sectors) are shown for reference in Table 16-1.

Table 16-1: Sinter Fines 62% Fe FOB Dampier Nominal Prices (source Wood Mackenzie)

Year	2017	2018	2019	2020	2021
Price (US$)	64.9	61.8	85.7	101.6	148.1

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As per '*BHP's economic and commodity outlook Financial Year 2021*' (available on the BHP website): "Iron ore prices have been elevated since the Brumadinho tailings dam tragedy in Brazil first disrupted the market in early 2019. The combined impact of very strong Chinese pig iron production and Brazilian exports being unable to lift materially from depressed calendar 2019 levels far out-weighted record shipments from Australia."

In addition, new bullish demand factors for price have emerged, with the rest of the world (ROW) pig iron rebounding strongly from the COVID-19 trough and ex-China steel prices and margins ascending to spectacular levels.

16.1.2 Demand Profile

Iron ore demand is expected to plateau in the medium term before trending downwards driven by the eased demand from China. The plateau of steel demand and the rising share of steel scrap in China will translate into a lower iron ore demand in the long run. Despite the projected demand from the developing countries (from a low starting point), this will not be sufficient to offset the demand decline in China.

Wood Mackenzie forecasts global seaborne imports to plateau during CY20-25, with the ease of Chinese imports from the peak being offset by the broad-based growth and recovery ex-China. During the decade after 2025, the seaborne demand will be on a mild declining trend with the compound annual growth rate (CAGR) of -0.8%, with Chinese demand continue to ease at the pace of -1.7% CAGR, while ex-China demand grows by +1.0% CAGR during the same period. In the long run (2035-2050), the seaborne demand is expected to ease further in a pace around -0.3% per year, with China's demand to fall by -1.2% CAGR while the ex-China grow by +1.1% CAGR.

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As per Wood Mackenzie '*Iron ore market service – Q3 2021 outlook to 2035'*: "…the second half of 2021 marks a turning point for iron ore. Chinese demand is reaching a plateau owing to government policy restricting steel production. Wood Mackenzie's view is Chinese steel production is now entering a long-term structural downward trend. The outlook for hot metal production is more negative as rising scrap consumption and increased electric arc furnace (EAF) steel production further displaces iron ore demand. Elsewhere in the world there is growth in iron ore demand, especially in South East Asia, South America and the Middle East, but it is not sufficient to offset the declines in China to 2035."

16.1.3 Supply Profile

In contrast to the demand profile, Wood Mackenzie forecasts (Table 16-2) that seaborne iron ore supply is on the rise during CY2020-2025, driven by the restart of suspended operations in Brazil and the incremental capacity growth in Australia and Canada, among others. The restart of Brazilian production from Vale and Samarco, alone, would bring ~100Mt additional supply in CY2025 compared to CY2020, against a backdrop of a broadly unchanged seaborne demand during the same period. The increase in low-cost supply, overlaying with the long-term declining demand profile from CY2025, will result in a structurally oversupplied seaborne iron ore market and will weigh down iron ore prices. The potential development of Western African iron ore deposits would exert more downward pressure on the market.

Shipments may see a marginal decline afterwards as Australian juniors, together with other high-cost producers, will see a declined production in a low-price environment. Resource depletion could be another driver.

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Table 16-2: Iron Ore Exports by Key Company (source Wood Mackenzie)

Mt	2020	2021	2022	2023	2024	2025	2035	Change in mt 2020-25	Change in mt 2025-35
Australia									
Rio Tinto	331	331	333	342	350	355	355	*24*	*0*
BHP Billiton	283	281	280	280	280	282	281	*-1*	*-1*
FMG	180	180	175	180	185	190	190	*10*	*0*
Other Australian mines	121	125	136	138	127	118	93	*-4*	*-24*
Brazil									
Vale	271	283	311	344	356	365	365	*94*	*0*
CSN	27	30	34	39	43	47	51	*20*	*4*
Samarco	0	6	7	7	7	7	22	*7*	*15*
Anglo American	24	24	25	25	25	25	25	*1*	*0*
Other Brazilian mines	20	10	11	14	15	16	13	*-4*	*-3*
South Africa									
Anglo American	39	40	38	39	40	39	34	*-0*	*-5*
Assmang Iron Ore	15	16	15	15	15	15	12	*1*	*-4*
Canada									
ArcelorMittal	19	19	21	21	21	21	21	*2*	*0*
Rio Tinto (IOC)	19	19	21	22	22	22	22	*3*	*0*

Source: Wood Mackenzie

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16.1.4 Iron Ore Cost Curve

The iron ore cost curve on the CFR China basis in CY2021 from Wood Mackenzie is shown in Figure 16-1. Australia and Brazil are not only the predominant iron ore supplying countries, but they dominate the low end of the cost curves. The cost curve is relatively flat up until the ~90% percentile of the cost curve, with a steep rise at the tail (~10%), which explains the spike in iron ore prices when the market became tight from 2019.

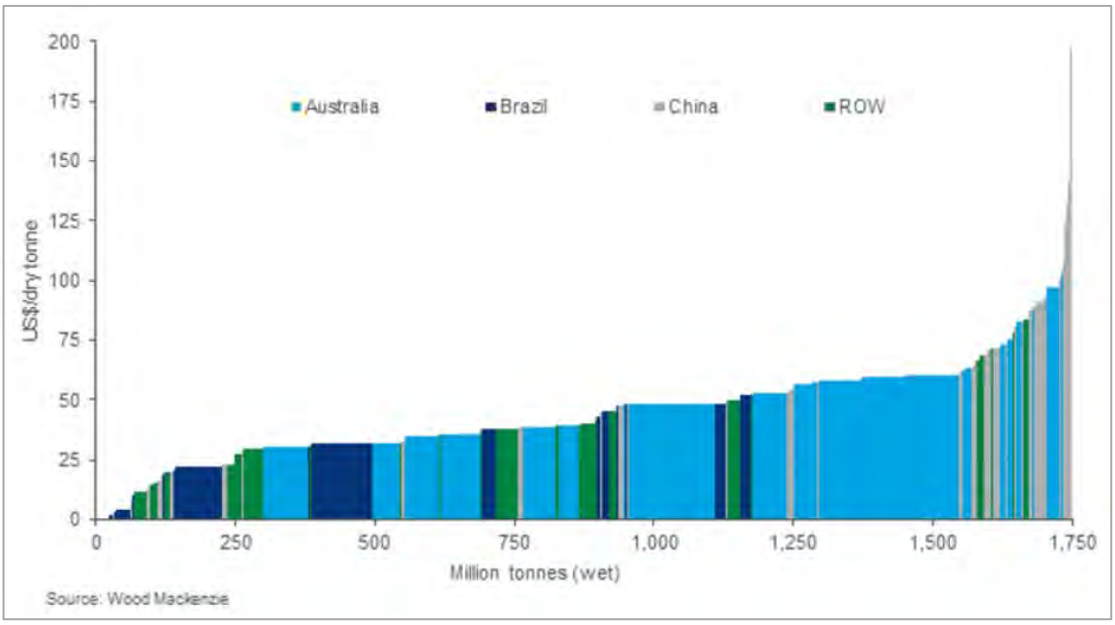


Figure 16-1: CY2021 VIU Adjusted[1] Iron Ore Cost Curve (CFR China, 62% Fe equivalent)

[1] VIU or Value-in-use Adjusted means iron ore production costs have been adjusted by taking into account the gangue components (silica, alumina, phosphorous and loss-on-ignition) in addition to the iron grade differential of the producers.

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16.1.5 Commodity Price Projections

Looking forward, the restart of operations in Brazil and the incremental growth in Australia and other low-cost production regions would bring a flatter cost curve in the long term. Combined with a declining outlook for demand, which would result in reduced iron ore cost support, Wood Mackenzie forecast a decline in iron ore prices (Figure 16-2).

As per Wood Mackenzie 'Iron ore market service – Q3 2021 outlook to 2035': "Wood Mackenzie expects prices need to fall to $70/t CFR (real terms) by 2024/25, based on their analysis of marginal costs, with reference to the volume of high cost "swing" supply that needs to withdraw from 2022 onwards to balance the market. Under a weak demand scenario, it is unlikely that prices will fall below $60/t CFR for a protracted period due to solid cost support around the 90th percentile of the cost curve for contestable supply."

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For lump, Wood Mackenzie believes that 2021 marked the peak of the current lump mini cycle with an annual average premium of over $20/t. Their revised five-year forecast from 2021-2025 is $17/t (Figure 16-3). Wood Mackenzie's long-term forecast is for lump to trade at a premium of $15/t (real 2021 terms).

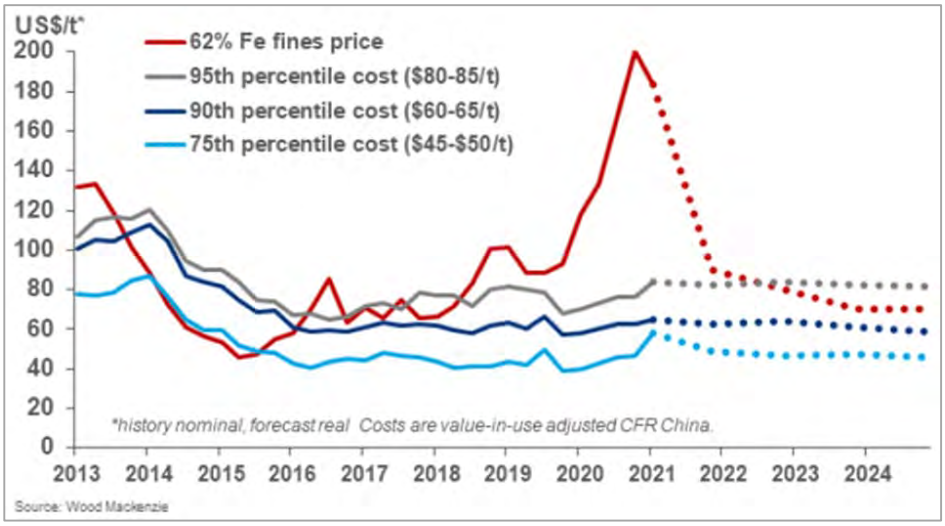


Figure 16-2: Price and Cash Cost, by Percentile Contestable Market (CFR China)

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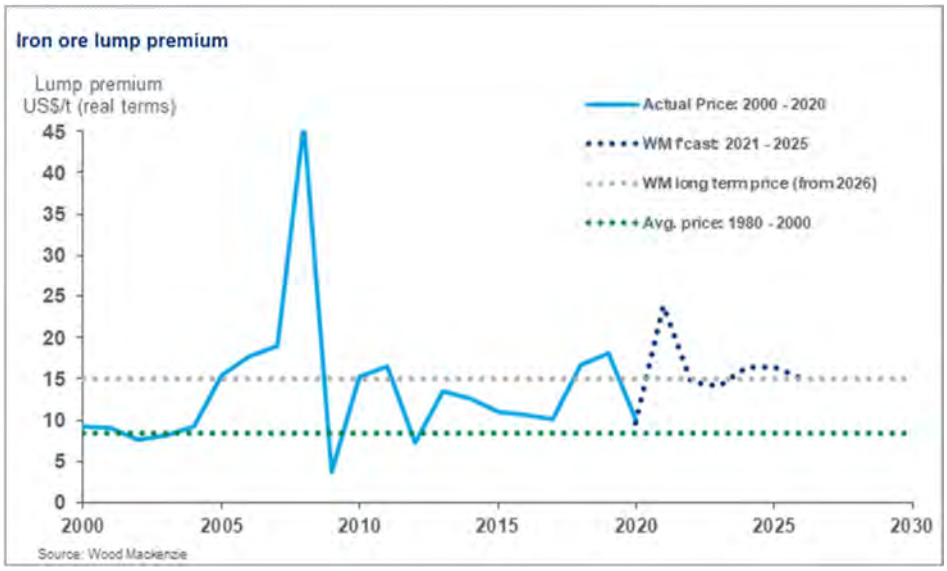


Figure 16-3: Lump premium

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16.1.6 Long-term Prices for Establishing the Economic Viability

As already described in Section 12.1.2, iron ore is a bulk commodity and the commodity price of iron ore types varies depending on the supply and demand situation at the time. Since the late 2000's and with the introduction of spot pricing, the commodity price has seen greater variability over both short (week/month) and long (year) time horizons. During this period at least two cycles of price variation have been observed, with monthly average prices swinging between US$210 per dmt and US$40 per dmt.

Therefore, the long-term iron ore prices for the purpose of this report to establish the economic viability of the WAIO's Mineral Reserves have been estimated from the historical actual monthly average prices over a timeframe of the preceding three financial years from July 2018 to June 2021. Iron ore is an exchange traded commodity and a period of three years is considered a long enough period to cover a range of price fluctuations. This method of estimating long-term iron ore price based on actual historical data is also factual, objective, and transparent to the market.

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Using the historical data, the long-term prices for the purpose of this report to establish the economic viability of the WAIO's Mineral Reserves at end of FY2022 were estimated at US$86 per dmt (FOB Port Hedland) for Platts 62% Fe Fines Index for fines and US$103 per dmt (FOB Port Hedland) for Lump 62.5% Fe for lump.

16.2 Contracts and Status

WAIO is a producing property and produces direct shipping ore with no concentrating, smelting or refining involved. Mining, processing, rail transportation, port and other required infrastructure have been developed in stages over past decades and are already in place. South Flank is the newest mine in WAIO, the development works for which started in 2018 with first production in May 2021. Currently it is in the ramp-up stage to reach its full capacity of 80 Mtpa over the next 2 to 3 years.

WAIO has a number of contracts for its existing operations. These contracts relate to supply of goods and services such as replacement plants and equipment, automation projects, consumables, towage services, track maintenance, mobile crane services, road transport and logistics, general maintenance services, bulk earthworks and concreting and mobile crushing services. In addition, there are a number of contracts for goods and services which are currently in the planning stage. However, none of these contracts are considered material to WAIO based on their value, scale and duration.

WAIO does not have any contracts with affiliated parties and all contracts are created through direct purchase engagements with third-party suppliers.

WAIO sells its share of production through a distribution agreement with BHP Marketing AG (BMAG). These transactions between BHP and BMAG are executed at floating prices based on widely available market-based indices at the time of the supply. BMAG sells to customers largely on floating price term contracts based on widely available market indices at the time of supply. Certain term contracts may reference prices not in the current pricing period. BMAG may also sell a small percentage of its volume on a spot basis to aid price discovery in the physical markets.

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17 Environmental Studies, Permitting and Plans

WAIO adheres to BHP's environmental and sustainability programs, including the company's Australia / New Zealand International Organisation for Standardisation (AS/NZS ISO) 14001:2004 certified Environmental Management System (EMS). The EMS describes the organisational structure, responsibilities, practices, processes and resources for implementing and maintaining environmental objectives at all WAIO sites. The EMS also outlines a commitment to setting objectives and targets to achieve sustainable outcomes and to continually improve performance and addresses environmental compliance and permitting requirements.

WAIO also has an internal Project Environmental and Aboriginal Heritage Review (PEAHR) Procedure. The purpose of the procedure is to manage the implementation of environmental, Aboriginal heritage, land tenure and legal commitments prior to and during land disturbance

17.1 Environmental Studies and Impact Assessments

Annually WAIO conducts many baseline biodiversity surveys and monitoring events to support environmental impact assessments, inform environmental permit applications, and provide information for ecological management and decision making.

In financial year 2022, BHP WAIO conducted over eighty such surveys. The survey scopes consisted of flora and vegetation (including riparian vegetation monitoring), vertebrate fauna, aquatic fauna, Short Range Endemic (SRE) invertebrate fauna and subterranean fauna (including both stygofauna and troglofauna) baseline and targeted surveys across BHP's Pilbara area of influence. BHP WAIO is involved in several industry wide research projects that aim to improve the understanding of subterranean ecosystems, delineate taxonomic groups and develop new techniques for monitoring subterranean fauna communities. Research is also underway to develop remote sensing techniques for riparian vegetation monitoring and to test novel methods of tracking Ghost Bat and Pilbara Olive Python individuals.

Outcomes of these surveys include:

- Records of Ghost Bat (Macroderma gigas) and Pilbara Olive Python (Liasis olivaceus barroni) populations that will be the subject of ongoing monitoring;
- Identification of dozens of new invertebrate species; and
- Identification and management of new riparian priority ecological communities.

Over the last ten years, BHP has developed a set of procedures and databases to capture and retrieve biodiversity data for surveys. These procedures include survey techniques and reporting requirements that meet the current Environmental Protection Authority (EPA) Technical and Factor Guidelines. Records of species are documented in BHP's Geographic Information System (GIS) database.

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17.1.1 Environmental Impact Assessments (EIA)

An Environmental Impact Assessment (EIA) in Western Australia is a process governed by the EPA under the Environmental Protection Act 1986 (EP Act). EIAs are used to assess the effect a proposed project may have on the environment by gathering information about the receiving environment and assessing the consequences of planned actions. All significant new development proposals are referred to the EPA, who then decides whether the proposal requires a formal EIA. EIAs are required to consider, within the area of influence, current and reasonably foreseeable activities associated with life of asset and closure plans, including consideration of climate projections. Where considerable residual impacts to environmental values remain, environmental offsets are required. The EIA process includes substantial public consultation and may include necessary secondary approvals under relevant State and Commonwealth legislation.

Baseline investigations and EIA have been significant to the following WAIO approval submissions for WA State requirements (assessment under Part IV EP Act 1986);

- Mining Area C – Southern Flank (MS1072 approved February 2018);
- Pilbara Strategic Expansion Project (MS1105 approved July 2019); and
- Jimblebar Optimisation Project (MS1126 approved March 2020).

A summary of key environmental factors noted in the above assessments includes the following;

- Flora and Vegetation: loss of flora and vegetation from clearing and potential loss of Priority Ecological Communities.
- Hydrological Processes and Inland Waters: potential impacts on local groundwater-dependent vegetation, surface water features, and changes to hydrological regimes.
- Terrestrial and Subterranean Fauna: loss of habitat including habitat for conservation significant species (including the Ghost Bat) and possible indirect impacts to fauna.
- Air Quality: potential impacts from increased emissions of greenhouse gases and particulates associated with dust.

17.2 Waste and Tailings Disposal, Site Monitoring and Water Management

17.2.1 Waste and Tailings Disposal

Geochemical characterisation of mine materials, including waste materials such as overburden and tailings, is undertaken to ensure appropriate planning, material placement and management during design and operations.

17.2.2 Acid and Metalliferous Drainage

BHP has developed a global Acid and Metalliferous Drainage (AMD) management framework to be adopted across all BHP assets, including WAIO. The global AMD management framework is consistent with the AMD Management Standard that has been applied across all iron ore operations, to support a proactive and planned approach to characterising, assessing and managing AMD-related challenges and opportunities (BHP, 2020). The AMD Management Framework and Mined Materials Management Standard (2021) outline minimum requirements for consistent AMD management across all functions and operations.

17.2.3 Tailings Management

As already described in Section 15.4, WAIO operates one beneficiation plant at Newman Operations to process a small amount of ore with a lower iron concentration and remove some of the non-ferrous material. Processed ore from the plant is conveyed to ore stockpiles while two forms of waste are produced: solid reject material (greater than 45µm) and tailings material (less than 45µm). The tailings materials are thickened and pumped to a Tailings Storage Facility (TSF). The overflow, or clarified water, is recycled in the beneficiation plant. The tailings material is inert and contains only minor concentrations of flocculants posing a negligible risk to the receiving environment.

BHP adheres to safe tailings management, in alignment with the Global Industry Standard on Tailings Management (GISTM).

17.2.4 Site Monitoring

Site environmental monitoring is carried out as described in the monitoring programs that form part of the EMS, approvals framework, and internal BHP standards which include monitoring for:

- Airborne Emissions
- Energy Use and Green House Gas Emissions
- Contaminated Sites
- Fauna and Flora
- Groundwater, Surface Water and Wastewater
- Land disturbance and Rehabilitation
- Waste and Tailings

Monitoring results are reported annually in external documents such as the WAIO Annual Environmental Report (AER), Annual Aquifer Report (AAR), National Greenhouse and Energy Report (NGER), and the BHP Sustainability Report.

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17.2.5 Water Management

At an operational level, activities are reviewed during the PEAHR process to ensure no riparian vegetation within or adjacent to watercourses is cleared unless it is undertaken in accordance with the permit conditions. Where practicable, clearing riparian vegetation is avoided and where a watercourse is to be impacted by clearing, the existing surface flow is maintained. Where required, Beds and Banks Permits are obtained through Department of Water and Environmental Regulation (DWER). BHP maintains a spatial database which includes the topographic information for water courses in the Pilbara. BHP implements surface water management and erosion control measures, where required, to minimise potential erosion and sedimentation within the areas approved to clear and adjacent areas. Managing surplus water from dewatering continues to be a focus for WAIO operations. Post closure waste, tailings and water management is subject to mandatory minimum performance standards for closure, which take into consideration social and environmental values, obligations, safety, costs, risks (both threats and opportunities) and the expectations of external stakeholders to inform optimised closure outcomes.

As part of the closure management process, WAIO aims to meet the following closure objectives:

- comply with all obligations, legal requirements and BHP's mandatory minimum performance requirements for closure;
- achieve safe and stable outcomes;
- manage risks (both threats and opportunities) effectively;
- meet approved target environmental outcomes by following the internal BHP standards for Environment and Climate Change;
- progressively reduce obligations, including progressive closure of the area disturbed by BHP's operational footprint; and
- manage and optimise closure costs.

BHP regularly reviews its process to progressively close areas that are no longer required for operational purposes and updates closure management plans and practices as required with knowledge obtained from on-site experience across BHP and leading practice from the global industry.

Closure Management Plans (CMP) (internal) and Mine Closure Plans (MCP) (regulatory) are developed to meet the requirements of Western Australian Government (2020) and include detail on tailings management. MCPs are developed for each mining operation in compliance with tenure and Ministerial Statement requirements.

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17.2.6 Land Management

Prior to any land disturbance activities occurring, all proposed clearing activities are assessed against the conditions set out in the relevant permit to ensure the proposed activities adhere to the permit conditions. This includes ensuring that clearing for proposed activities occurs within the timeframes as set out in the permit conditions and ensuring that the clearing occurs only for those purposes as approved within the permit areas. BHP have a long-established and refined process that is used internally to manage planned land disturbance activities to ensure that all environmental, heritage and tenure issues are identified and addressed, called the Project Environmental Aboriginal Heritage Review (PEAHR). Unauthorised land disturbance poses a real risk to cultural, environmental and heritage assets, WAIO's Licence to Operate and BHP's reputation. The Health Safety Environment (HSE) Function, working with the Heritage and Land Tenure teams, uses an electronic workflow process linked to the geographical information system to assess and approve all new land clearing on site. All BHP activities are modified to ensure that clearing activities do not occur in any area excised from the approved area and that restrictions on clearing are complied with. The PEAHR system is backed by strong governance and dedicated online training requirements specific to the different roles within the PEAHR process (BHP, 2020).

17.3 Project Permitting Requirements

WAIO operations are regulated through a combination of Part IV Ministerial Statements and Part V Prescribed Premises Licences under the Environmental Protection Act 1986 and their associated requirements. Other environmental legislation under which BHP operates includes but is not limited to the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act), the Biodiversity Conservation Act 2016 (BC Act), the Mining Act 1978 and the Environmental Protection (Clearing of Native Vegetation) Regulations 2004.

17.3.1 Environmental Operating Licences

The Department of Water and Environmental Regulation (DWER) regulates industrial emissions and discharges to the environment through a works approval and licensing process, under Part V of the EP Act. Industrial premises with potential to cause emissions and discharges to air, land or water are known as 'prescribed premises' and trigger regulation under the EP Act.

BHP holds fourteen active Environmental Operating Licences to meet its current operational requirements.

17.3.2 Strategic Environmental Assessments

Strategic Environmental Assessments (SEA) are large scale assessments under the Environment Protection and Biodiversity Conservation Act 1999 (EPBC Act). These are unlike project-by-project assessments, which look at individual actions (such as construction

and operation of a pipeline or wind farm), and they can consider a much broader set of actions (DAWE, 2021). Entering into a strategic assessment offers the potential to deal with cumulative impacts on Matters of National Environmental Significance (MNES) and to look for both conservation and planning outcomes on a much larger scale than can be achieved through project-by-project assessments. The process is designed to be flexible and provide the opportunity to reach a negotiated outcome for the benefit of both parties.

BHP holds one SEA approval, with six associated approvals falling under the SEA, including one approval decision, one assurance plan, one offsets plan, one program and two validation notices to meet its operational requirements.

17.3.3 Environmental Management Plans

The environmental performance of ongoing operations at WAIO are governed by comprehensive Environmental Management Plans specific to each site and/or aspect (such as ghost bats, water management, etc).

DWER reviews and approves various environmental management plans, as required under approved Ministerial Statements under Part IV of the EP Act. Environmental management plans describe how an action might impact on the natural environment in which it occurs and set out clear commitments from the company taking the action on how those impacts will be avoided, minimised and managed so that they are environmentally acceptable (DAWE, 2021). BHP holds forty active Environmental Management Plans to meet its current operational requirements.

17.3.4 Mining Proposals

A mining proposal is required to be submitted to the Department of Mines, Industry Regulation and Safety (DMIRS) before commencing any mining operations. Mining Proposals must provide detailed information on the identification, evaluation and management of environmental impacts of the proposal, and must contain a mine closure plan. BHP holds 31 active Mining Proposals to meet its current operational requirements.

17.3.5 Ministerial Statements

The Environmental Protection Authority (EPA) provides Government with advice on the environmental acceptability of development proposals. The EPA undertakes a formal Environmental Impact Assessment (EIA) and determines whether conditions should be placed on a project to ensure appropriate environmental management. These conditions are enforced in a Ministerial Statement issued from the Minister for Environment under Part IV of the EP Act. Ministerial Statements may have a requirement to implement an Environmental Management Plan. BHP holds eighteen active Ministerial Statements to meet its current operational requirements.

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17.3.6 Water Licences

In Western Australia, the Rights in Water and Irrigation Act 1914 (RiWI) regulates access to surface and ground water. WAIO holds multiple groundwater licenses across its tenure that provide allocation for water supply across mines, rail and exploration as well as several large licence allocations to support dewatering at mines. Licenses for dewatering are typically granted following Part IV approvals and issue of Ministerial Statements, with groundwater impact assessments and management plans required as part of the Part IV assessment. Where required, Part IV Ministerial Statements can set caps or limits on dewatering volumes and consequently any change to licence allocation or management requirements would also require an amendment to the Part IV approval.

Smaller supply licenses typically do not require Part IV assessment and are issued via processes under RiWi.

Concerning securing licences and permitting processes, for operational dewatering and supply licenses, alignment to the EP Act Part IV process ensures that applications are made with sufficient time to support mining activities.

WAIO currently maintains approximately sixty groundwater licenses to meet its operational requirements. The total number varies over time as some licenses may be short term, in support of activities such as aquifer test pumping campaigns and dewatering for construction purposes.

17.3.7 Native Vegetation Clearing Permits and Programme of Works

Clearing of native vegetation in Western Australia is an offence unless it is done under a clearing permit, or the clearing is for an exempt purpose. Native Vegetation Clearing Permits (NVCP) are administered under DWER or DMIRS if the clearing is for the purpose of mineral and petroleum activities or located on land under SA Acts. NVCPs allow BHP to clear native vegetation for the purpose(s) stated in the permit. BHP holds seventy-two active NVCPs to meet its operational requirements.

The Mining Act 1978 requires that a Programme of Work (PoW) is lodged and approved before conducting any ground disturbing activities with mechanised equipment on Mining Leases and Exploration Licences held under this Act. Currently BHP holds thirty-six active PoWs to meet its operational requirements.

17.3.8 Referrals under EPBC Act

Any actions that have or are likely to have a significant impact on the heritage values of a World or National Heritage place are referred to the Australian Government Minister for the Environment under the EPBC Act. WAIO holds two referrals under the EPBC Act (neither of which are actively being used) to meet its operational requirements.

17.3.9 Works Approvals

DWER regulates industrial emissions and discharges to the environment through a works approval and licensing process, under Part V of the EP Act. The EP Act requires a works approval to be obtained before constructing a prescribed industrial premises and makes it an offence to cause an emission or discharge unless a licence or registration is held for the premises. BHP holds six works approvals to meet its operational requirements.

17.3.10 Status of Current Applications

In addition to the approved environmental permits, BHP currently (as of 1 May 2022) has six applications for environmental permits currently under assessment with government. These include two NVCP amendments to allow for changes in the NVCP conditions; one Mining Proposal to lift the wall of the Mount Whaleback tailings storage facility; and three licence amendments to allow for changes in licence conditions. These are considered highly likely to be successfully obtained.

17.3.11 Performance or Reclamation Bonds

As part of the initial Mining Act 1978 compliance upon lodgment of a new mining tenement application, a Form 32 Security (to the amount of A$5,000 (US$3,550)) is required to be lodged with DMIRS. A Security does not require any funds to be provided it is merely a preliminary guarantee that the basic environmental conditions will be complied with for the tenement. Western Australia does not have a requirement for companies to post performance or reclamation bonds, however all tenement holders in WA are required to report land disturbance annually under the Mining Rehabilitation Fund Act 2012 (MRF Act) and contribute to a pooled mine rehabilitation fund (MRF) based on the type and extent of land disturbance. The MRF pooled fund can then be used by DMIRS to rehabilitate mines in which the tenement holder fails to meet their rehabilitation obligations and finances cannot be recovered. Within WAIO there is limited land tenure that has exposure to MRF reporting as all operational areas such as mines, rail and port operate within tenure covered by SA Acts that provides an exemption from MRF reporting.

If requested by DMIRS under the ‘Mine Closure Plan Guidance – How to prepare in accordance with Part 1 of the Statutory Guidelines for Mine Closure Plans’, tenement holders may be required to provide detailed closure cost reporting for review and independent audit to ensure adequate financial provisioning to fund mine closure. DMIRS has not to date requested BHP to provide further closure cost details for any operations in WA. BHP submits annual payments to the MRF in accordance with the MRF act.

17.4 Social Plans and Agreements with Local Groups

WAIO has developed social investment plans designed to meet community socio-economic needs and priorities, in line with BHP’s Company Social Investment Strategy. These plans

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can result in direct investment with successful organisations for projects up to 5 years in duration.

Where particular groups or individuals may be impacted negatively by WAIO operations, research and stakeholder engagement/consultation is undertaken to ensure transparency of information and understanding of business activities as well as to understand the concerns and opportunities identified by stakeholders.

Community perception surveys, social base surveys, social impact and opportunity assessments and human rights impact assessments are completed by WAIO routinely.

17.4.1 Native Title Processes

WAIO operations are located on land on which the relevant Aboriginal people (traditional owners), as native title holders, have certain entitlements under the Australian Government Native Title Act 1993 (NTA) and as such, BHP must follow the due process of law for accessing their land.

The common law of Australia recognises and protects a form of native title that reflects the entitlements of Indigenous peoples to their traditional lands and waters. In response to the recognition of this common law right, the Federal Government enacted the Native Title Act 1993 (NTA). Under the NTA, a system was established for the claiming and recognition of the rights of relevant Aboriginal people (traditional owners) as native title holders over certain areas of land and sea.

Perhaps of most relevance to BHP's Australian operations are the 'future act' provisions of the NTA. Future acts are proposed acts on land or waters that affect native title (e.g., acts which extinguish, or which are otherwise inconsistent with, the continued existence, enjoyment or exercise of native title). They may include the grant or renewal of licences and permits (such as mining and exploration licences or permits). A 'future act' will be invalid to the extent it affects native title, unless it complies with the procedures set out in the NTA.

The 'future act' framework provides various processes that may be applied to validate a 'future act'. Different procedures will apply to different types of land use (e.g., primary production, public housing and public infrastructure water management). With respect to rights in relation to mining, the NTA provides two procedures to validate 'future acts':

- engaging in the right to negotiate process (**RTN**); or
- entry into an Indigenous Land Use Agreement (**ILUA**).

When BHP seeks the grant of mining tenure, the relevant State authority must be satisfied that BHP has complied with either process.

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Under the RTN, BHP must negotiate in good faith to get the consent of the 'native title party' to the 'future act' being done (with or without conditions). The National Native Title Tribunal provides oversight of this process.

ILUAs are voluntary contracts entered into by native title groups and third parties (e.g., mining companies and governments) with respect to an area of land or water where native title has been determined or where it is claimed to exist. Entry into an ILUA involves consent by the parties to 'future acts', and, at the time such 'future acts' occur, details of the ILUA being registered by the Native Title Registrar.

BHP generally prefers to use an ILUA over a RTN agreement for a complex project with multiple future act requirements over a number of years. An ILUA can cover future mining activities, and/or multiple projects in the one agreement. Only proposed advertised grants of mining tenure can be the subject of a RTN agreement.

17.4.2 Indigenous Land Use Agreements

All of WAIO's current extractive activity is covered by the Registered ILUAs listed in Table 17-1.

Table 17-1: List of Indigenous Land Use Agreements

Project / Operation	Native Title Group	Agreement	ILUA Number
Mining operations at: Yandi, Mining Area C, South Flank	Banjima	Initial Indigenous Land Use Agreement - Banjima and BHP Billiton Comprehensive Agreement	WI2015/021
Mining operations at: Whaleback, Eastern Ridge, Jimblebar	Nyiyaparli	Nyiyaparli and BHP Billiton Comprehensive Agreement ILUA	WI2019/003
Exploration and specified development projects including: Mudlark Well Gurinbiddy, Rocklea	Yinhawangka	Yinhawangka and BHP Billiton Project Agreement ILUA	WI2018/010

The agreements include cultural, social and economic outcomes in the form of financial and non-financial benefits from BHP to the Nyiyaparli People, Banjima People and Yinhawangka People in exchange for their consent for WAIO's operations on their country.

Public records of these ILUAs can be found online at the Australian Government's National Native Title Tribunal website.

17.4.3 Cultural Heritage Management

WAIO operations extend across a number of different Native Title groups in the Pilbara region. Within and near WAIO operations there are significant cultural heritage values, sites and artefacts that showcase 60,000 years of the diverse cultural occupation of Australia.

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These include both tangible archaeological sites and intangible sites like dreaming places, song lines and cultural landscapes. Across WAIO Pilbara operations approximately 6,500 heritage sites have been recorded which include a wide spectrum of significance, age and rarity of cultural sites and archaeological items.

Given the prevalence of cultural heritage in the Pilbara, there is an inherent tension between development and protection of cultural heritage. The number and dispersion of these sites in the Pilbara is such that it is difficult to operate in these areas without having some form of impact on heritage values. BHP seeks to address this through its heritage management framework, which has three broad components.

1) **Policies and procedures:** Indigenous Peoples Policy Statement, Indigenous Peoples Strategy and Reconciliation Action Plan. These policies and procedures contain specific commitments in relation to cultural heritage including (1) meaningful participation of Indigenous peoples in decision making; (2) early engagement and consultation in the project planning process; and (3) implementation of a framework for identifying, documenting and managing cultural heritage that seeks to minimise impacts on heritage sites.

   The heritage processes are underpinned by information management systems that map the location of cultural heritage sites and store related information (e.g., the significance of the site).

2) **Agreements with Traditional Owners:** Fundamental to BHP's approach is entering into an Indigenous Land Use Agreement (ILUA) with Traditional Owners. These agreements are underpinned by Traditional Owners consenting to BHP carrying out its business on Traditional Owner lands and agreeing a pathway for BHP to seek relevant government approvals. At WAIO these agreements typically identify heritage areas of high cultural and environmental significance which BHP cannot disturb, or where greater protections apply (referred to as 'Exclusion Zones'). All identified Exclusion Zones are duly considered in the mine plan and impacted Mineral Reserves and Mineral Resources are excluded from reporting.

3) **Compliance with statutory obligations:** There are varying legislative regimes across Australia. In Western Australia, agreements with Traditional Owners are not recognised within the current Aboriginal Heritage Act 1972 (AHA). It requires instead that Government approval be obtained to disturb heritage sites (referred to as a 'section 18 consent'). Note that legislative reform is currently being undertaken by the Government of Western Australia and BHP has supported this publicly. The Aboriginal Cultural Heritage Bill 2021 passed State Parliament and received Royal Assent on 22 December 2021, giving Western Australia new Aboriginal heritage legislation, the Aboriginal Cultural Heritage Act 2021 (ACH Act). The ACH Act is scheduled to come into operation following a transitional period of at least 12 months. During this period the Government of Western

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Australia is undertaking a co-design process with Aboriginal people and other stakeholders to develop key regulations and statutory guidelines required for the administration of the ACH Act. BHP is expected to have the opportunity to participate in this process. The new legislation requires greater consultation with Traditional Owners and contemplates agreement-making via cultural heritage management plans (CHMP). In these respects, the legislation is aligned with the approach supported by BHP. BHP also treat the current legislative regime as simply the starting point for BHP's approach to Heritage Management, not the benchmark.

Heritage places and objects may be protected under either or both State and Federal legislation. BHP is required to conform to regulatory requirements relating to Aboriginal cultural heritage, specifically:

- *Aboriginal Heritage Act 1972 (WA) and Aboriginal Heritage Regulations 1974 (WA);*
- *Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth);*
- *Native Title Act 1993 (Cth);*
- *Environmental Protection Act 1986 (WA); and*
- *Environmental Protection and Biodiversity Conservation Act 1999 (Cth).*

17.4.4 Cultural Heritage Management Plans for Exclusion Zones

Cultural Heritage Management Plans (CHMP) are prepared in consultation with the relevant Native Title group to outline strategies for the preservation and management of all known Aboriginal cultural heritage values within each project area. This includes Exclusion Zones identified with the agreements and all other heritage places identified during ethnographic or archaeological assessments. Each CHMP will outline the legislative framework, statutory obligations and guiding principles that apply to Aboriginal cultural heritage within the project area. The CHMP will be used in conjunction with any existing protocols and / or agreements developed through consultation with the Native Title group and their representative body.

The CHMP recognises that Aboriginal people have rights and responsibilities to care for their own heritage, exercise responsibility for country and transmit cultural practices to new generations. As such, in addition to involvement in Aboriginal cultural heritage surveys, the relevant Native Title group should have ongoing access to, and input into the management of, cultural heritage places, sites and objects.

These CHMP's will not override the provisions of the Aboriginal Heritage Act 1972 (WA) (the Act), any Comprehensive Agreement with the relevant Native Title group or other relevant legislation.

The underlying principle of the CHMP is a commitment to manage Aboriginal cultural heritage in a manner that is both consistent with the various relevant legislations and Aboriginal conceptions of cultural heritage.

Currently both the Western Ridge and Minsters North CHMP's are in a draft format while WAIO completes all necessary consultations and studies. These consultations and studies included a broader definition of Aboriginal cultural heritage and aim to adopt the idea of 'place', which can potentially include both tangible and intangible aspects within each Project.

Any final investment decision on either of these Projects will consider an agreed CHMP between the Native Title holders and WAIO as an integral component to support the Project. While the CHMP is a transition from existing legislation, it is aligned to BHP's approach to include greater consultation and active involvement with Traditional Owners via an agreed cultural heritage management plan (CHMP).

17.4.5 Compulsory Training of Personnel Employed

Personnel employed within all WAIO Operations undergo a compulsory induction, which includes

- Advice of their obligations under the AHA not to disturb, alter or damage any Aboriginal heritage site.
- Management and protection measures required for each of the Aboriginal sites located within and adjacent to BHP tenure.
- BHP's internal land disturbance approvals process.
- Process to report any previously unrecorded Aboriginal heritage site, if one is discovered or if damage to an Aboriginal heritage site, is identified.

17.5 Mine Closure Plans and Associated Costs

17.5.1 Mine Closure Plans

WAIO mining operations have a regulatory Mine Closure Plan (MCP) as per the requirement under each Ministerial Statement (Section 17.3.5). Ministerial Statements typically specify the development and approval of a MCP as part of the environmental management for the proposal. Mining operations also have an internal BHP closure management plan that state the site's closure requirements and closure strategy.

Closure plans include both conceptual closure measures as well as measures that are more specific to address potential areas of concern or areas where mining operations have ceased or will soon finish and become available for progressive rehabilitation. The following subsections describe key elements of the plan.

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Closure domains and features - Most operational sites are split into physically distinct domains and features, to facilitate closure planning, comprising:

- Overburden Storage Areas (OSA)
- Mine Voids
- Infrastructure
- Roads and Rail
- Tailings Storage Facility (TSF) and Dams (where applicable)

Progressive rehabilitation, which is rehabilitation undertaken during mining operations, is planned and commonly executed as areas become available.

Closure objectives – The current over-arching objective is to return disturbed areas to a safe, stable, non-polluting and sustainable condition, consistent with agreed post-mining land use(s).

Post-mining land use - Current closure strategies identify post mining land use similar to what existed prior to mining. For most sites the provisional use envisaged being natural environment for managed resource protection to low intensity grazing. As knowledge evolves, and stakeholder engagement progresses, alternative post-mining land uses are possible.

Closure Planning – The key measures proposed for the primary areas, and associated assumptions, are as follows:

- **Mine Voids**: Mine pit voids can have a number of closure outcomes, depending on the nearby eco-hydrological receptor and stakeholder-agreed final land use, these options could include being left as open-pit voids or backfilling (fully or partially). Backfilling generally relates to mine voids where mining extended below the pre-mining groundwater table and required dewatering activities prior to and during mining. In these areas backfill may be a mandatory requirement by regulators or a stakeholder-agreed activity to mitigate groundwater impacts from the mine dewatering. In these instances, backfill will typically be to at least five metres above the pre-mining water table.

  Achieving backfill can be by waste rock rehandle from OSAs or through in-pit dumping during mining operations. In addition to backfill considerations, safety measures, such as mine void abandonment bunds and fences, will need to be established.

- **OSAs**: Ex-pit OSA landforms comprise overburden and waste rock material mined during operations. The rehabilitation basis of design for these landforms will be to re-profile and establish native vegetation to minimise erosion. Waste rock dumped in

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some OSAs may be either fully or partially used for mine void backfill operations negating the need for rehabilitation of the dumped material.

Geochemically adverse mined waste, such as potential acid forming (PAF) material will be specially managed during operations, generally through encapsulation internally within OSAs during operations. After mine closure a further cover system may be required on these landforms.

- **Infrastructure**: Stakeholders will be consulted regarding their interest in the infrastructure as part of post-mining land use consultation. In the event stakeholders or other interests do not take up infrastructure ownership, decommissioning, demolition and removal of all fixed site assets will be undertaken.
- **Land disturbance areas (other)**: All areas other than mine voids and OSAs where the original ground area has been disturbed, including infrastructure footprints (once the infrastructure has been decommissioned and demolished), will be rehabilitated. Rehabilitation may include scarification and always involves applying topsoil and seed to the affected areas
- **TSF and Dams**: Within the WAIO mines portfolio only Mt Whaleback mine has a TSF and acid rock drainage (ARD) dam. The Whaleback TSF is expected to be re-profiled with a store and release cover system constructed to encapsulate the stored tailings. Conceptual closure of the ARD Dam and evaporation ponds includes removing the embankments, re-profiling the area to be free draining, and then re-establishing native vegetation.

Progressive rehabilitation schedule – Progressive rehabilitation and closure activities are identified as part of the five-year plan and Life of Asset Planning cycles. The current closure plan details a 5-year plan (2022 to 2026) to re-profile, repair and or rehabilitate select OSAs.

WAIO sites, generally, have a long operational mine life and progressive rehabilitation will be ongoing throughout mine life, but will be limited to available areas. To date no rehabilitated areas have been certified or relinquished.

Closure schedule – Most other major activities (e.g., closure of road and rail, infrastructure decommissioning) are currently scheduled to commence rehabilitation when areas become available at the end of the life of asset.

Post-closure monitoring – Post closure monitoring currently accounts for a period of 20 years (from commencement of closure). Plans include monitoring of completion criteria, fauna, weeds and feral animals, surface and groundwater, regulated structures and final voids. The duration of post closure monitoring will be dependent on meeting the closure objectives of safe, stable, non-polluting and sustainable.

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Unplanned closure – In the event of early or unplanned closure BHP would be required to decommission and rehabilitate each site in line with objectives outlined in the MCP. Each landform or structure at the site would be assessed on a case-by-case basis to develop a final design or plan.

In addition to this, a closure provision has been calculated based on current disturbance. In such an event, the priority would be to maintain environmental compliance and ensure the site is safe, stable and non-polluting.

Uncertainties or omissions – Closure strategies are based on the current understanding of the site, associated closure risks and legal requirements, and it is acknowledged that modifications are likely to occur as data and knowledge gaps are addressed. Information gathered on a regular basis during operations is used to test the validity of closure assumptions and assist in refining the selected options and defining completion criteria.

The following key uncertainties and gaps exist in the current knowledge base:

- Ability for post mining land uses to withstand effects from climate change.
- Material characterisation and landform designs – in particular, aspects such as the potential for saline/acid drainage from waste rock areas.
- Post-mine land use suitability.
- Final void management, including future water quality and connectivity with downstream receptors.

Ongoing studies and forward works to address the above knowledge gaps are summarised in Section 17.5.4.

17.5.2 Stakeholders

As part of the broad consultation program BHP consults with identified stakeholders on closure related issues during each project phase (pre-approval, operations, rehabilitation and post closure) to ensure that legal requirements, risks and internal and external stakeholder expectations for closure are taken into account at an appropriate time and as far as practicable.

17.5.3 Closure Cost Estimation

Closure of sites and associated infrastructure is required at end of mine life, or in some cases, during operations, to a condition agreed with relevant authorities, as specified in the licence requirements.

The key components of rehabilitation and closure include:

- the removal of all unwanted infrastructure associated with an operation; and

- the return of disturbed areas to a safe, stable, productive and self-sustaining condition, consistent with the agreed post-mining land use.

Closure cost estimates presented here comprise costs based on the WAIO Closure Provision and future closure costs.

Provisions for closure and rehabilitation are recognised when:

- there is a present legal or constructive obligation as a result of past events;
- it is more likely than not that an outflow of resources will be required to settle the obligation; and
- the amount can be reliably estimated.

The initial closure provisions are calculated when environmental disturbance first occurs. The costs are the best estimate of expected costs required to close the site with current known standards and techniques and take into account an assessment of risk and uncertainties. Additional uncertainty may be addressed in the estimate by adopting a range of values for key cost drivers.

Future closure costs are estimated based on current site conditions, context and site knowledge with respect to the mining of future reserves. Future cost estimates are typically less accurate than Closure Provision cost estimates due to a lower level of detail contained in mine plans, particularly, beyond the five-year planning horizon.

For the closure cost estimate site conditions and obligations at closure may be different than currently expected or known, additionally many sites are either fully or partially at a conceptual closure design stage due to the long-life of mining operations. These factors may therefore drive change to closure costs, including cost escalations. Closure cost estimates have an annual review and update cycle and may also be updated based on material changes at site, the knowledge base or obligations. As sites approach mine closure, more detailed plans and cost estimates with increasing accuracy will be developed.

The estimated closure costs for each hub within WAIO on 100% equity ownership basis is shown in Table 17-2. These costs were estimated in A$ and converted to US$ for this report using the US$/A$ exchange rate of 0.71 (see Section 19.1.3).

Table 17-2: Estimated Total Closure Costs (on 100% basis) for each Hub

Mining Hub	Site (Mine Closure)[1]	Mineral Deposits	Undiscounted Closure Cost (US$ million)
Newman	Mt Whaleback	Whaleback	519
	Eastern Ridge	Eastern Ridge	273
	OB17/18/31	Shovelanna	173
	N/A[2]	Western Ridge	56

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Jimblebar	Jimblebar	South Jimblebar, Wheelarra, Hashimoto	383
Mining Area C	Mining Area C	North Flank, Packsaddle	554
		South Flank	417
Yandi	Yandi	Yandi	1,001
Port and Rail[3]	N/A[2]	N/A	933
WAIO Total			**4,308**

[1] Site (Mine Closure) name aligns to the mine site nomenclature used in the respective regulatory Mine Closure Plan. [2] No Mine Closure Plan submitted or approved. [3] WAIO has statutory obligations to decommission the WAIO mine to rail network and related port facilities.

The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

17.5.4 Ongoing studies and forward works

Most WAIO mines have a long mine life and site knowledge bases are incomplete. BHP has identified the below actions required to address uncertainties and gaps, including a range of modelling studies and field trials with the objective of achieving the following, among other things:

- Establish detailed landform designs and determine the geotechnical and geochemical stability of the post-closure landforms in the long term.
- Determine the topsoil and subsoil characteristics and depth requirements, and the capability of rehabilitated areas to effectively revegetate to meet completion criteria.
- Understand water management requirements, in terms of managing groundwater levels from mine dewatering activities and mitigating the risk of long-term water quality impact.

Many of the planned activities to close the gaps and uncertainties are ongoing through life of asset.

17.5.5 Summary and Conclusions

Each WAIO site has at a minimum an internal site-specific closure plan. These mines have a combination of the proposed closure measures at a conceptual level, where mine life is more than 10 years, and detailed closure strategies where the sites are closer to mine closure. BHP has identified the actions required to address uncertainties and gaps over the life of asset, including a range of modelling studies and field trials.

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In most closure plans, mine voids will be backfilled where mandatory and/or where practicable, rehabilitation of OSAs and disturbed areas will occur progressively throughout mine life and also once mining has ceased. Other major closure activities addressing residual domains (e.g., infrastructure decommissioning) are scheduled to commence when areas become available at the end of life of asset. Post closure monitoring currently accounts for a period of 20 years (from commencement of closure).

Estimated total closure cost for WAIO is US$4.3 billion (undiscounted) on 100% ownership basis as per details already provided in Table 17-2.

17.6 QP Opinion on the Adequacy of the Current Plans

In the opinion of the QPs the processes laid down in WAIO's Environmental Management Plan and briefly described above are adequate in addressing any issues related to environmental compliance, permitting and local or individual groups.

17.7 Local procurement and hiring

17.7.1 Local and Indigenous Procurement

BHP has been operating a Local Buying Program, which is delivered in a strategic partnership between BHP and C-Res – a cost neutral organisation. The program has been operating successfully across BHP's operations in Western Australia since 2017.

BHP's ongoing local procurement processes and initiatives focus on two subset groups:

- Local suppliers with spend over US$2 million per annum (90% of current local spend)
- Local suppliers (small businesses) engaged via the Local Buying Program (10% of local spend, however makes up the majority of BHP's local suppliers).

Similarly, BHP's Indigenous suppliers are split into two subset groups:

- Indigenous Business: Suppliers are 50% or more owned by person(s) identifying as Australian Aboriginal or Torres Strait Islander.
- BHP Considered Traditional Owner Business: Suppliers which have any ownership by a Traditional Owner(s) from one of the language groups on who's land BHP operates or as defined in an Indigenous Land Use Agreement or other formal agreement, providing a minimum overall Indigenous ownership of 50% exists.

17.7.2 Local and Indigenous Hiring

BHP has set targets to increase Aboriginal and Torres Strait Islander employment in its total managed workforce, including direct, contracting and labour hire employees. Through targeted Indigenous recruitment campaigns, Indigenous representation across WAIO operations has reached 10.5% in 2022.

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18 Capital and Operating Costs

18.1 Capital Costs

All the deposits that have Mineral Reserves are part of the currently on-going mining areas (production hubs) and have access to all the processing, transport and non-process infrastructure. No new mining production hub is required for the estimated Mineral Reserves and as such the only capital required is the Sustaining Capital.

The costs required to sustain the current production rates include the replacement or rebuild of mining equipment, pit infrastructure, replacement of plant instrumentation and maintaining the current rail and port infrastructure.

Mining equipment replacement schedule is based on the general life of the equipment calculated by the equipment engine hours. Pit infrastructure capital is related to any costs associated with advancement of pushbacks and enabling activities such as replacement of pumps, bores. Plant instrumentation capital costs are estimated using historical experience of working life of these components. Capital costs related to the rail and port infrastructure include capital associated with maintenance to sustain their existing capacities.

This sustaining capital estimate for the purpose of this report is based on the average of the actual expenditure over the preceding three financial years (FY2019 to FY2021). The sustaining capital expenditure is converted to the unit cost using the actual production for the same period.

Sustaining capital expenses can be classified in two broad sets of items:

- Non-Discretionary – These expenses relate to sustaining the existing operations and assets and include items such as maintain external compliance, risk reduction projects, maintain asset integrity and equipment and plant instrumentation replacement (or refurbishment).
- Improvement – These expenses relate to the projects that enable improved productivity, quality, facilities and organisational culture. Examples of such items include minor upgrades to equipment and plant to increase productivity; improving camp and site facilities; projects to improve infrastructure and assets.

The costs are estimated by WAIO in Australian dollars (A$) and have been converted to US dollars (US$) for this report using the foreign exchange rate described in Section 19.1.3.

The total capital costs are presented in Table 18-1.

Table 18-1 Capital Cost Estimate

Capital Cost Type	Unit	Cost
New Mine Capital	US$	-
New Processing Capital	US$	-

New Transport and Other Capital	US$	-
Sustaining Capital	Per wmt of Mineral Reserves	3.81

The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

18.2 Operating Costs

For the purpose of this reporting, the operating costs for WAIO are split into following main categories.

- Mining
- Processing
- Logistics (ore transport using Rail and Port handling / ship loading)
- Other Costs (including Marketing, Exploration, Demurrage)
- Overheads (General and Administrative costs)

The operating cost estimate for the purpose of this report is based on the actual performance of WAIO over the preceding three financial years (FY2019 to FY2021) and calculated as average of the yearly actual costs for the same three years. These costs are as FOB Port Hedland and estimated by WAIO in A$, which have been converted to US$ for this report using the foreign exchange rate described in Section 19.1.3.

Operating costs are presented in Table 18-2.

Table 18-2 Operating Cost Estimate

Operating Cost Item	Basis	Unit Cost (US$)
Mining	Per wmt of Material Mined	2.09
Processing	Per wmt of Mineral Reserves	3.09
Logistics (Rail transport and Port handling)	Per wmt of Mineral Reserves	4.37
Other (Marketing, Exploration, Demurrage)	Per wmt of Mineral Reserves	0.85
Overheads	Per wmt of Mineral Reserves	2.56

The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this

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Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

The total operating costs on 85% BHP share basis for the life of asset are represented in Table 18-3.

Table 18-3 Total Operating Costs (85% BHP economic share)

Operating Cost Item	Total Cost over Life (US$ billion)
Mining	23.4
Processing	11.1
Logistics (Rail and Port)	15.7
Other (Marketing, Exploration, Demurrage)	3.1
Overheads	9.2
Total Operating Cost for the Life	**62.5**

The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

Based on the total operating cost for the life of asset and the Mineral Reserve estimate of 3,590 Mt (Table 12-5); the unit cost for Mineral Reserve is estimated at US$17.4 per wmt of Mineral Reserves.

18.2.1 Mining Costs

Mining costs relate to the cost of extracting material from the pit and delivering it to the final material destination (ROM, Stockpile, Crusher or Waste Dump). The major components of mining costs are drilling, blasting, loading, hauling and ancillary. The historical 3-year average costs for these components were used as the basis for cost estimates. The hauling unit costs are inclusive of hourly truck operating costs to account for haul distance and cycle time.

18.2.2 Processing Costs

Processing costs include costs for primary and secondary crushing and screening of the ore, costs for Ore Handling Plants (OHPs), Overland Conveyor and car dumping or shuttle train where applicable. Beneficiation costs are applied to the ore processed at Whaleback

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Beneficiation Plant (see Section 14). The historical 3-year average costs for these components were used as the basis for cost estimates.

18.2.3 Logistics

Logistics cost include the cost of transporting the Lump and Fines ore from mine to the port at Port Hedland. These include the costs of railing from mine to the port; screen and blending at the port and ship loading. The historical 3-year average costs for these components were used as the basis for cost estimates.

18.2.4 Overheads

Overhead costs include the General and Administration (G&A) costs that relate to the general running of business at WAIO and include items such as utilities, rent and salaries as well as others. The historical 3-year average costs for these components were used as the basis for cost estimates.

18.3 Basis and Accuracy Level of Cost Estimates

WAIO is an operating asset with active production for a number of decades and the cost estimates are based on recent operating performance. The average over the previous three financial years (July 2018 – June 2021) of actual costs has been used to estimate Mineral Reserves. WAIO is an operating stage property and has been actively producing for a number of decades.

The estimated Mineral Reserves are part of the current on-going mining areas and do not include construction of new mining production hubs, new processing infrastructure, new transport and supporting infrastructure. The only capital cost for the life of the asset is the Sustaining Capital which includes major equipment rebuild, replacement schedule and other expenditure required to sustain the current production level.

At any point in time, production is drawn from multiple separate pits which are at different stages in their life – some developing, some in full production and some nearing end of life. The active mining benches are located at depths ranging from near surface to bottom of final pit. Additionally, the location of pits from material destinations (processing facilities and waste dumps) ranges between near the pit to a few kilometres. Therefore, the average haulage distance is not expected to increase significantly for the life of asset.

There are no proposed changes to the existing mining, processing and transport methods, and therefore, in the QPs' opinion, the average actual operating and capital costs over the previous three financial years (July 2018 – June 2021) is fair and reasonable estimate of costs within the accuracy level of ±25% and these cost estimates have been used to determine Mineral Reserves.

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Factors outside BHP's control such as inflation and price of fuel, gas and power may have an impact on the cost estimate however any variation to these input costs is expected to fall well within the accuracy level of ±25% and is not material to the Mineral Reserves estimates.

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19 Economic Analysis

19.1 Key Assumptions, Parameters and Methods Used

The economic analysis presented in this section is based on annual cash flows including sales revenue (sales point Port Hedland FOB), operating and closure costs, capital expenditure, royalties and income tax for the full Mineral Reserve production schedule, reflecting the integrated WAIO production system and supply chain to mine, process and transport iron ore to the sales point.

All results are presented in 85% BHP economic interest terms.

19.1.1 Mine Physicals

Total material movement and Mineral Reserve tonnages included in the economic analysis are shown in Table 19-1.

Table 19-1: Mineral Reserve Physicals

Material Movement (Mineral Reserves, Inferred Mineral Resource and waste)	11,206 Mt
Mineral Reserves	3,590 Mt

The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

As presented in Section 13.3.3 and repeated here in Figure 19-1, the overall Mineral Reserves production schedule for WAIO (registrant share) covers a period of 30 years. Total Mineral Reserves (WAIO Total Proven and Probable) is 3,590 Mt (details in Table 12-5).

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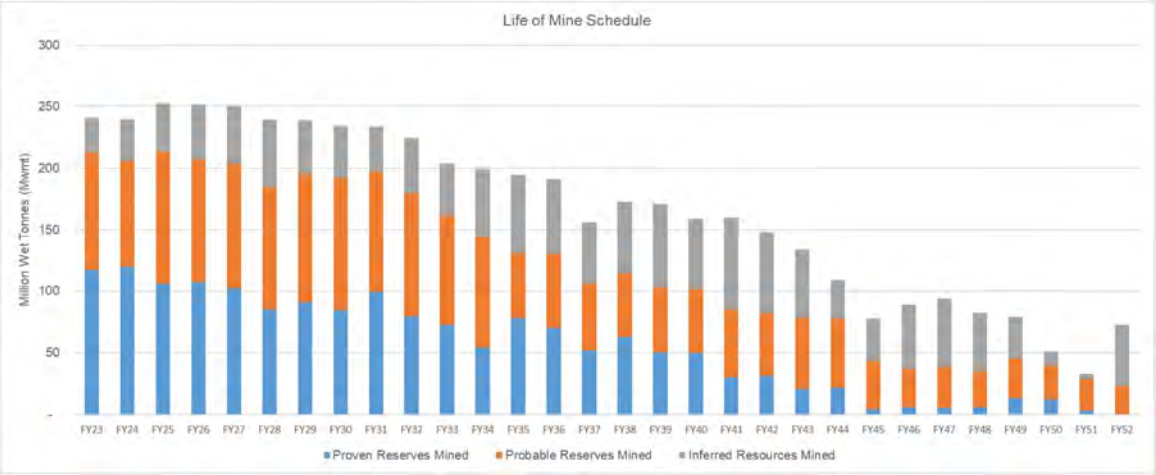


Figure 19-1: Production Schedule for WAIO

The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

Overall ore production includes Inferred Mineral Resources which are mined concurrently from the pits with Mineral Reserves. Only Mineral Reserves have been considered in calculating sales revenue. Inferred Mineral Resources have been considered as waste and no revenue has been assigned to the production from Inferred Mineral Resources.

The Mineral Reserves production schedule includes fines and lump ore types blend grades to calculate annual product revenue.

19.1.2 Iron Ore Price

As already described in Section 12.1.2, long-term price of US$86 per dmt (FOB Port Hedland) for Platts 62% Fe Fines Index and US$103 per dmt (FOB Port Hedland) for Lump 62.5% Fe were for the purpose of this report estimated from historical actual monthly averages for the preceding three financial years from July 2018 to June 2021 and used for the determination of Mineral Reserves. The same commodity prices have been used for this economic analysis.

19.1.3 Foreign Exchange Rate

Input operating and capital costs for WAIO were estimated in Australian dollars (A$). A foreign exchange rate of 0.71 US$/A$ has been used to convert and present cash flows in US$ stated in this report. This exchange rate represents the average of the actual monthly

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foreign exchange rates for the preceding three financial years (July 2018 to June 2021), which were provided by the registrant.

19.1.4 Capital and Operating Costs

Capital costs (refer Section 18.1) are included in the cash flow to sustain the rail and port production capacity required for the Mineral Reserve production schedule along with typical mine replacement or rebuild of mining equipment, pit pushbacks, development clearing and replacement of plant instrumentation. There are no material individual development expenditures (e.g., new mining hubs) expected to be required above the sustaining capital amounts to produce the Mineral Reserve.

Operating costs (refer Section 0) included in the cash flow are representative of operating conditions at WAIO over the previous three financial years (July 2018 to June 2021) and are applied to the full Mineral Reserve physical activity schedule from mines to sales point.

19.1.5 Closure Costs

Closure and rehabilitation costs throughout the production period and after end of Mineral Reserves mine life in the year 2052 have been included in the economic analysis (refer Section 17.5.3).

19.1.6 Royalties and Taxes

The following royalties, fees and income tax are assumed to be paid in the financial year incurred in the annual cash flow analysis:

- Western Australia State mining royalties of 7.5% FOB sales revenue are payable on all direct shipping iron ore sold.
- Private royalties, additional lease rentals and native title payments which comprise approximately 1.7% of FOB revenue, in aggregate.
- Company tax of 30% is payable on taxable revenues less deductions each year. All revenues are assumed to be taxable. Eligible deductions for company tax include all royalties, native title payments, operating expenses, capital asset depreciation and closure costs. Depreciation is estimated using the diminishing value method, by dividing 200% by an asset's useful life in years.

19.1.7 Valuation Assumptions

Discounted annual cash flows are calculated using a 6.5% real, post-tax discount rate at a valuation date of 1 July 2022. The discount rate has been provided by the registrant for utilisation in the economic analysis and is based on the average of weighted average cost of capital disclosures by brokers, adjusted where required for inflation of 2.0% per annum.

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19.2 Results of Economic Analysis

Results of the economic analysis based on the annual production schedule of WAIO Mineral Reserves is summarised at Table 19-2. Total after tax cash flow of US$148.9 billion, discounted to 1 July 2022 using a discount rate of 6.5% results in a net present value (NPV) of US$88.3 billion.

Table 19-2: WAIO Cash Flow Summary

Item	US$ billion
Revenue	314.1
Operating costs	(62.5)
Capital expenditures	(14.3)
Closure and rehabilitation (remaining after final year of production)	(3.7)
Royalties and taxes	(84.8)
After-tax cash flow	148.9
Discounted cash flow (6.5%, Jul-22)	88.3

The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

The annual cash flow presented in Figure 19-2 includes all remaining closure and rehabilitation related annual cash flows summed after the final year of Mineral Reserve production, for clarity of presentation.

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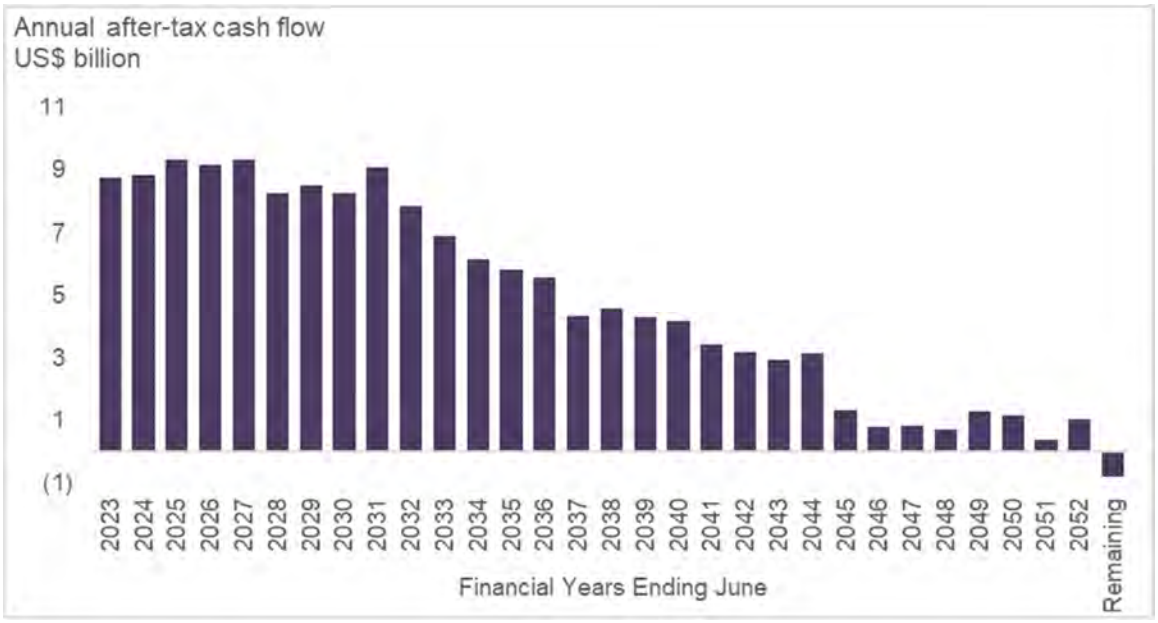


Figure 19-2: Annual Cash Flow

The sole purpose of the annual cash flow data presented above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

A cash flow summary on an average basis is provided in the table below. The annual cash flow is presented with the inputs as averages grouped in five-year groups. The closure and rehabilitation costs remaining after the final year of production are summarized as a long-term group (Remaining), rather than an annual average.

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Table 19-3 WAIO Cash Flow Summary (5 year averages)

Reserves Economic Viability		Financial Years ending 30 June						
		2023-2027	2028-2032	2033-2037	2038-2042	2043-2047	2048-2052	2053+
Material Movement (Mineral Reserves and waste)	Mt	588	516	433	340	229	136	0
Revenue	US$ billion	17.7	16.5	11.9	8.7	4.9	3.1	0.0
Operating costs	US$ billion	(2.5)	(2.4)	(2.2)	(2.0)	(1.8)	(1.7)	0.0
Capital expenditures	US$ billion	(0.8)	(0.7)	(0.5)	(0.4)	(0.2)	(0.1)	0.0
Closure & rehabilitation	US$ billion	(0.2)	(0.1)	(0.1)	(0.0)	(0.0)	(0.1)	(1.1)
Royalties and taxes	US$ billion	(5.2)	(4.8)	(3.3)	(2.3)	(1.1)	(0.3)	0.3
After-tax cash flow	US$ billion	9.1	8.4	5.8	3.9	1.8	0.9	(0.8)
Discounted cash flow	US$ billion	7.8	5.3	2.7	1.3	0.5	0.2	(0.1)

As there is no initial investment to be recovered, the internal rate of return (IRR) and payback period are not applicable for this cash flow analysis or economic viability.

Based on the above results, it is the Qualified Person's opinion that extraction of the Mineral Reserve is economically viable.

19.3 Sensitivity Analysis

Economic sensitivity analysis results are presented at Table 19-4 based on variations in significant input parameters and assumptions.

Iron ore grade is not included as a significant uncertainty in this analysis as blending through production scheduling is integral to operations to ensure shipped ore grades meet customer requirements.

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Table 19-4: Results of Sensitivity Analysis

Input parameter	NPV US$ billion		
	-25%	Reference	+25%
Iron ore prices	59.8	88.3	116.7
US$/A$ foreign exchange rate	95.5	88.3	81.0
Operating costs	93.8	88.3	82.7
Capital expenditure	89.9	88.3	86.6

The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and three year historical prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

The NPV of WAIO Mineral Reserves is robust to variations in significant input parameters.

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20 Adjacent Properties

The QPs note that there are a number of adjacent iron ore properties in the strike extension of WAIO deposits, which are known from geological evidence and information publicly disclosed by owners / operators of the adjacent properties. Some of these adjacent properties are currently under production.

However, the QPs confirm that no information concerning any adjacent property has been used in any way that is the subject of this Technical Report Summary. WAIO has undertaken adequate exploration and drilling to delineate deposits and estimate Mineral Resources on its own tenure.

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21 Other Relevant Data and Information

Annual Risk Reviews are conducted jointly by Assets and the BHP Resource Centre of Excellence to ensure significant and material risks to Tenure, Mineral Resources and Mineral Reserves are adequately managed. The Risk Review process identifies key reporting changes regarding the annual declaration of Mineral Resources and Mineral Reserves and agreed actions requiring completion prior to BHP's annual reporting. Issues and opportunities identified during the Risk Reviews inform BHP's annual assurance plan.

It is the QP's opinion that all internal controls have been covered in prior sections of the TRS.

For the fiscal year ended 30 June 2022, WAIO had 10.4 billion tonnes Inferred Mineral Resources compared to 8.0 billion tonnes of Measured and Indicated Mineral Resources (including parts converted to Mineral Reserves). Therefore, mine life beyond what is currently scheduled based on Measured and Indicated Mineral Resources will depend on the extent of Inferred Mineral Resources converting to Measured and Indicated Resources from future exploration programs.

Any part of the Inferred Mineral Resources converted to the Measured or Indicated category will be subject to the application of technical modifying factors before conversion to Mineral Reserves. Before conversion to Mineral Reserves, the QPs must be satisfied that all modifying factors are considered and adequately applied and that no significant uncertainties remain that could impact the Mineral Reserve estimates materially.

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22 Interpretation and Conclusions

WAIO has a substantial Mineral Resources and Mineral Reserves base supported by extensive sampling through exploration drilling and other geological information. The majority of the deposits are located within an area 250km long and 100km wide, close to existing infrastructure. This concentration of deposits provides the flexibility to add growth tonnes to existing hub infrastructure and link greenfields developments to existing mainline rail and port facilities. The large resource base is capable of supporting the current rate of production for several decades.

There has been over 50 years of production history on the property and this has been used to validate and calibrate the resource and reserve estimates. The high proportion of Indicated / Measured and the reconciliation history give high confidence in the estimation and reporting of the Mineral Resource and Mineral Reserves. In the QPs' opinion the estimates of WAIO Mineral Resources and Mineral Reserves are duly supported by adequate technical data and reasonable assumptions as stated in this report.

Future exploration work, including drilling, continues to improve the local estimate within all resource categories.

Mineral Resources confidence is reflected in the applied resource classifications, in accordance with the SEC S-K 1300, with factors influencing resource classification including but not limited to data density, data quality, geological continuity and/or complexity, estimation quality and weathering zones. Reconciliation data from operating mines supports the confidence of resource estimates.

22.1 Mineral Resources

The generation and classification of Mineral Resource estimates, and their associated risks have been described in detail in preceding sections of the TRS. Conclusions drawn from these are as follows:

- Exploration drilling, sampling and QAQC of sample data follow standard industry practice, with extensive data validations at each step of the data collection process. BHP have well-established databases with inbuilt functions that prevent the introduction of any inadvertent data errors.
- Geological models are generated and peer reviewed extensively, with models verified by senior field and modelling geologists. An extensive checklist is followed, with each step verified by a peer reviewer prior to the commencement of the next stage.
- Resource estimates follow a rigorous process, with an ultimate extensive review by the QP. Classification documentation is provided to describe all factors contributing to the confidence in a resource estimate and the level of uncertainty present. Each resource estimate is endorsed by a QP prior to handover to Mine Planning.

It is the QP's opinion that any significant risks and uncertainties are addressed appropriately in the identification and compilation of Mineral Resources within BHP's property portfolio. These risks and uncertainties have been minimised through the robust framework covering the estimation process and extensive checks established at each step of the process.

22.2 Mineral Reserves

The estimation methodology and classification of Mineral Reserve estimates, and their associated risks and uncertainties, have been described in detail in the preceding section of this report. Conclusions drawn from these are as follows:

- Historical demonstrated performance and robust reconciliation underpin the high confidence technical modifying factors for Mineral Reserves.
- The mining method, assumptions and application of modifying factors are aligned to the industry standard and appropriate for estimation and classification of Mineral Reserves.
- Any significant risks or uncertainties are addressed appropriately in estimation of the Mineral Reserves.
- The Mineral Reserves are estimated using open-cut mining-method assumptions and were classified in accordance with definitions set-out in Regulation S-K 1300. The Mineral Reserves were converted from Measured and Indicated Mineral Resources after application of modifying factors. No Mineral Reserves are derived from the Inferred Mineral Resources.
- The Mineral Reserve estimate is not materially sensitive to variations in the input assumptions. Economic value is most sensitive to the commodity price however the property still remains positively economic for the life of Mineral Reserves.

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23 Recommendations

WAIO regularly conducts independent audits of its Mineral Resources and Reserves, with consistent outcomes that its procedures and processes follow that of standard industry practice, and with no material issues identified. Several minor recommendations from these audits were made, and these are noted as follows:

- Refinement of domain practices to fit geology, geometallurgy and grade continuity purposes
- Consideration of conditional simulation to identify areas of uncertainty and support resource classification

For continuous improvement in Mineral Reserve estimation, the following recommendations should be applied to future work:

- Continue to review and update the Mineral Reserve estimate at least on a yearly basis or when new information becomes available that may materially impact the modifying factors.
- Continuous review of the technical modifying factors considering emerging technology, carbon emission control and technical studies outcomes.
- Periodical independent review of Mineral Reserves estimation methodology and implementation of any identified recommendations from the review outcomes.

23.1 Recommended Work Programs

Mineral Resources and Mineral Reserves estimates - WAIO currently has a large amount of Inferred Mineral Resources which have low geological confidence and hence require more drilling prior to assessing their economic viability. It is clear from the data presented in Table 7-1 that WAIO has been undertaking drilling programmes in the range of 450km to 500km per year since 2008. The QPs recommend that WAIO continue with similar annual levels of drilling to increase geological confidence in the Inferred Mineral Resources.

Environmental Permitting – As noted in Section 3.6 not all permits and approvals required to extract the entire Mineral Reserves and Mineral Resources on the BHP leases are in place. Although there is an expectation, based on past experience, that the permits will be received in a timely matter, the QPs recommend WAIO continue planning and securing the permits as per the internal life of mine plan.

Land Access - As also noted in Section 3.6 pursuant to the new Aboriginal Cultural Heritage Act 2021 (WA) on-going consultations between BHP and the traditional owners are required as new information on heritage becomes available through ethnological and archaeological surveys and cultural heritage management plans are agreed. Therefore the QPs recommend

BHP continue ongoing consultations with the traditional owners to ensure consent is received in advance, prior to deciding areas available for mining and developing mine plans.

Conversion to Mineral Reserves - Any part of the Inferred Mineral Resources converted to the Measured or Indicated category will be subject to the application of technical modifying factors before conversion to Mineral Reserves. Before conversion to Mineral Reserves, the QPs must be satisfied that all modifying factors are considered and adequately applied and that no significant uncertainties remain that could impact the Mineral Reserve estimates materially.

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The list of the references cited in this report is given below.

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25 Reliance on Information Provided by the Registrant

The QPs have relied on information provided by BHP in preparing their findings and conclusions regarding certain aspects of the modifying factors, and the sources of this information are listed in Table 25-1.

Table 25-1: Reliance on Information Provided by the Registrant

Category	Report Item/ Portion	Portion of Technical Report Summary	Disclose Why the Qualified Person Considers it Reasonable to Rely upon the Registrant
Legal matters	Section 3.5 Section 3.6	Significant encumbrances and other key factors / risks to the property	These matters are handled by professional legal experts within BHP
Environmental matters	Section 17.1 Section 17.3	Environmental Studies and Impact Assessments Project Permitting Requirements	Matters related to environmental studies and permitting are undertaken by professional teams within BHP.
Plans for local groups	Section 17.4 Section 17.7	Social Plans and Agreements with Local groups Local procurement and Hiring	Matters related to social plans, agreements with local groups, local procurement and hiring are managed by dedicated professional teams within BHP.
Macro-economic Assumptions	Section 19.1	Standard discount rate and foreign exchange rate (US$/A$)	Matters related to discount rates and interest rates are maintained by financial professionals within BHP and the accounting practices are audited annually by external auditors.
Governmental factors	Section 19.1	Royalty and taxation	These are external factors that BHP must comply with and data is maintained by financial professionals within BHP

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SEC S-K 229.1300 Technical Report Summary
Prefeasibility Study
Jansen Potash Project
Saskatchewan, Canada

For the fiscal year ended: 30 June 2024

Report Prepared for

BHP Group Limited
(ABN 49 004 028 077)

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Melbourne
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Australia

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Note Regarding Forward Looking Statements

This Technical Report Summary (TRS) contains forward-looking statements, including: statements regarding trends in commodity prices and currency exchange rates; demand for commodities; resources, reserves and production forecasts; plans, strategies and objectives of management; operations or facilities (including associated costs); anticipated production or construction commencement dates; capital costs and scheduling; operating costs and supply of materials and skilled employees; anticipated productive lives of projects, mines and facilities; provisions and contingent liabilities; and tax and regulatory developments.

Forward-looking statements may be identified by the use of terminology including, but not limited to, 'intend', 'aim', 'project', 'see', 'anticipate', 'estimate', 'plan', 'objective', 'believe', 'expect', 'commit', 'may', 'should', 'need', 'must', 'will', 'would', 'continue', 'forecast', 'guidance', 'trend' or similar words. These statements discuss future expectations concerning the results of assets or financial conditions, or provide other forward-looking information.

Forward-looking statements are based on current expectations and reflect judgments, assumptions, estimates and other information available as at the date of this TRS. These statements do not represent guarantees or predictions of future financial or operational performance and involve known and unknown risks, uncertainties and other factors, many of which are beyond the control of BHP and which may cause actual results to differ materially from those expressed in the statements contained in this TRS. Readers are cautioned against reliance on any forward-looking statements or guidance, including in light of the current economic climate. Other factors that may affect actual results are set out in BHP's reports that are filed with, and furnished to, the U.S. Securities and Exchange Commission, including BHP's Annual Report on Form 20-F for the period ended June 30, 2024.

Except as required by applicable regulations or by law, BHP does not undertake to publicly update or review any forward-looking statements, whether as a result of new information or future events.

The production schedule data included in Sections 13 and 19 of this TRS has been prepared to demonstrate the economic viability of the mineral reserves of Jansen only and may differ from production guidance published by BHP from time to time in accordance with the relevant ASX Listing Rules. See Sections 11, 12, 16, 17, 18 and 19 for more information on the pricing and cost assumptions utilised to produce Jansen's production schedule data in this TRS.

Specifically, the production schedule data for the entire life of mineral reserves included in Sections 13 and 19 of this TRS has been prepared utilising the average of Nutrien's quarterly published offshore and onshore realised prices from 2008 through 2023 and annual costs sourced from bottom-up estimates, operational experience and benchmarking, budget quotes from potential vendors, design specifications, and currently contracted rates where applicable, whereas BHP's forward production and cost guidance published in accordance with the ASX Listing Rules are prepared utilising BHP's internally generated projected long-term commodity prices and cost assumptions. Therefore, the production schedule data included in this TRS may differ from BHP's production guidance published in accordance with the ASX Listing Rules.

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Report Prepared by:

Qualified Person	Specific Type of Activity and Area of Accountability	Signature	Date
Balazs Nemeth	Mineral Tenure & Mineral Resources – Section 1, 2, 3, 4, 5, 6, 7 (excluding 7.4), 8, 9, 11, 13.2.2, 20, 22.1, 24	/s/Balazs Nemeth	30 June 2025
Johannes Sondergaard	Mineral Reserves – Section 1, 2, 12, 13 (excluding 13.2.1, 13.2.2), 15 (excluding 15.6), 16, 17.4-17.7, 19, 22.2, 23, 24, 25 Capital Costs - Section 1, 2, 18.2	/s/Johannes Sondergaard	30 June 2025
Cameron McKinnon	Metallurgy, Processing - Section 1, 2, 10, 14	/s/Cameron McKinnon	30 June 2025
Jairo Gomez	Mineral Reserves, Geotechnical – Section 1, 2, 7.4, 13.2.1	/s/Jairo Gomez	30 June 2025
Graham Reynolds	Operating Costs - Section 1, 2, 18.1	/s/Graham Reynolds	30 June 2025
Melanie Failler	Environmental studies, Permitting - Section 1, 2, 17 Introduction, 17.1, 17.2 (excluding 17.2.1, 17.2.2.), 17.3	/s/Melanie Failler	30 June 2025
Jessica Perras	Tailings disposal - Section 15.6, 17.2.1, 17.2.2	/s/Jessica Perras	30 June 2025

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List of Abbreviations

The metric system has been used throughout this report. Tonnes are metric of 1,000 kg, or 2,204.6 lb. All currency is in U.S. dollars (US$) unless otherwise stated.

Abbreviation	***Unit or Term***
A	ampere
AAS	atomic absorption spectroscopy
AES	atomic emission spectroscopy
AVDI	Annual visual dyke inspection
A/m^2	amperes per square metre
BMH	Bulk material handling
BRZ	Brazilian Indirect Tensile Strength
°C	degrees Centigrade
CAGR	Compound Annual Growth Rate
CFR	Cost and Freight
cm	centimetre
cm^2	square centimetre
cm^3	cubic centimetre
CMC	constant mean stress
CMR	Combined Magnetic Resonance
CSR	constant strain rate
CY	calendar year
°	degree (degrees)
DPM	Diesel Particulate Matter
EBS	Extendable Belt System
EDF	Environmental Design Flood
EIA	Environmental Impact Assessment
EIS	Environmental Impact Statement
EMP	Environmental Management Plan
FMT	Formation Multi-tester
FOB	Free on Board
FOS	Factor of Safety
FTE	full-time equivalent
Ft	foot (feet)
FY	financial year
G	gram
Gal	gallon
GISTM	Global Industry Standard on Tailings Management
g/L	gram per litre
Gpm	gallons per minute
GPR	ground penetrating radar
GJ/year	gigajoules per year
Gpa	gigapascals
Ha	hectares
HDPE	High Density Polyethylene
Hp	horsepower
HRIA	Heritage Resource Impact Assessment
Hrs	hours
IA	Indigenous Agreement
ICP	inductively coupled plasma
IDF	Inflow Design Flood
IOC	Integrated Operations Centre
JEMP	Jansen Environment Management Plan
JS1	Jansen Stage 1
JS2	Jansen Stage 2
KCl	Potassium Chloride
kg	kilograms
km	kilometre
km^2	square kilometre
kPa	kilopascal
kV	kilovolt
kWh	kilowatt-hour
kWh/t	kilowatt-hour per metric tonne

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Abbreviation	***Unit or Term***
L	litre
L/sec	litres per second
L/sec/m	litres per second per meter
L/y	litres per year
Lb	pound
LFA	Live Fluid Analyser
LHD	Long-Haul Dump truck
LLDDP	Linear Low Density Polyethylene Plastic
LoA	Life of asset
LoM	Life-of-Mine
LPL	Lower Patience Lake sub-member
LRMC	long run marginal cost
m	metre
m/s	metres per second
m^2	square metre
m^3	cubic metre
m^3/y	cubic metres per year
m^3/t	cubic metres per tonne
masl	metres above sea level
mD	milliDarcy
ms	millisecond
MCM	Thousands of Circular Mills (thickness)
MDT	Modular Formation Dynamic Tester
mg/L	milligrams/litre
mm	millimetre
MOE	Saskatchewan Ministry of Environment
MOP	Muriate of Potash
MPa	megapascals
Mt	million tonnes
Mtpa	million tonnes per year
MW	million watts
MWh/year	million watt hours per year
Myr	million years
m/s	metres per second
NI 43-101	Canadian National Instrument 43-101
NMR	Nuclear Magnetic Resonance
NPI	Non – Process Infrastructure
OWL	Outer Welded Liner
%	per cent
PCS	Process Control System
Psi	pounds per square inch
PVE	production volume estimate
QA/QC	Quality Assurance/Quality Control
RC	Reverse circulation drilling
RoM	Run-of-Mine
RWW	Raw Water Well
SB	Shadow band
Sec	second
SER	Saskatchewan Ministry of Energy and Resources
SG	specific gravity
SME	subject matter expert
SRC	Saskatchewan Research Council
SRMC	short run marginal cost
SSEWS	Saskatoon Southeast Water Supply
STP	sewage treatment plant
t	tonne (metric ton) (2,204.6 pounds)
TCC	Tri-axial compression creep
TMA	tailing management area
tph	tonnes per hour
TSF	Tailings Storage Facilities
UPL	Upper Patience Lake sub-member
US SEC	US Securities and Exchange Commission
UTM	Universal Transverse Mercator
V	volts

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Abbreviation	***Unit or Term***
VIT	Vertical Interface Test
VFD	variable frequency drive
W	watt
WCSB	Western Canadian Sedimentary Basin
WRA	whole rock analysis
Y	year
2D	Two dimensions
3D	Three dimensions

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1 Executive Summary

This report was prepared as a Prefeasibility Study-level Technical Report Summary in accordance with the US Securities and Exchange Commission (SEC) Regulation S-K (Title 17, Part 229, Items 601(b)(96) and S-K 1300) for BHP Group Limited on the Jansen Potash Project (Jansen) development stage property. BHP Group Limited has a 100 per cent ownership of Jansen.

This document describes the Jansen Project, which is the combined Stage 1 and Stage 2 development at Jansen, noting all future staged production expansion as beyond the scope of the document.

The scope of the Jansen Project is currently comprised of:

- A fully lined service shaft with permanent hoists capable of 1,750 tph, equipped with steel guides and loading/unloading to accommodate two 50-tonne skips and a 90-person service cage;
- A fully lined production shaft. The existing sinking arrangement will undergo a hoist and headframe changeover to accommodate the interim hoisting requirements for the lateral connection of the two shafts and subsequent shaft pillar development. The interim arrangement of the production shaft will be changed over to a permanent arrangement equipped with steel guides and loading/unloading to accommodate two 75-tonne skips capable of 2,200 tph to 2,700 tph of hoisting, noting engineering is ongoing;
- A shaft pillar area with skip loading facilities, conveyor networks, raw ore storage bins, remote ore storage area, refuge stations, workshops, materials management areas, offices, principal refuge chambers, mobile equipment battery charging stations, and parking areas;
- Establishment of three mining districts that host the production mining panels and supporting development units, and are connected to the shaft infrastructure through conveyor networks;
- Production and development mining equipment, including MF460 borers, extendable belt systems, continuous miners, batch haulage equipment, and supporting fleet of underground personnel and service vehicles;
- Two 1,483 tph ore processing plants including:
    - Raw ore handling, storage, and crushing;
    - Process mill building wet area comprising attrition scrubbing, desliming, flotation, and debrining;
    - Process mill building dry area comprising drying, screening, compaction, and glazing;
    - Tailings processing and reagents;
    - Product handling, storage, screening, and loadout;

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- Non-process infrastructure, including a tailings management area, administration building, warehousing, workshops, utilities, on-site rail, and financial support for port facility conversion to ship product to overseas markets.

1.1 Property Description and Ownership

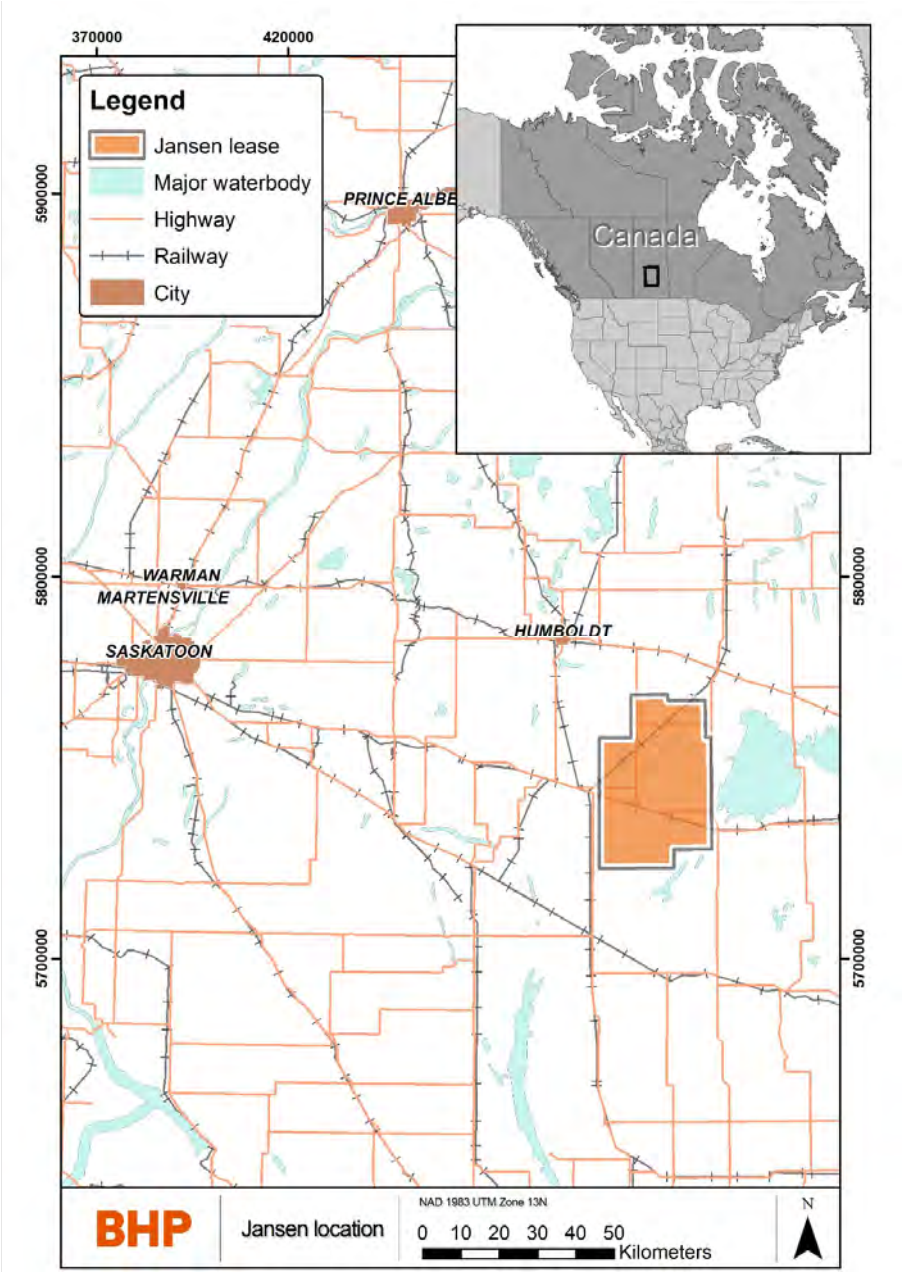


Figure 1-1: Location of the Jansen Potash Project

The Jansen Potash Project is located in the Province of Saskatchewan, Canada, approximately 150 kilometres east of the city of Saskatoon (Figure 1-1). The site is accessed by road from provincial Highway 16, approximately 12 kilometres to the south, and Highway 5, approximately 32 kilometres to the north. There is a commercial international airport located in Saskatoon.

The Jansen site is in a rural setting in Saskatchewan, Canada, with small farming communities located nearby. The closest city is Humboldt with a population of about 6,000 and is located approximately 60 kilometres away. The Jansen site is currently under active construction.

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The Jansen project is located exclusively within the Subsurface Mineral Lease KLSA 011 ('KLSA 011'), which is wholly owned and operated by BHP Canada Inc. (BHP Canada). The KLSA 011 agreement gives BHP Canada the exclusive right to search for, dig, work, mine, extract, recover, process and carry away subsurface minerals under or within all of the Saskatchewan Crown mineral parcels. The term of the lease is twenty-one years, commencing on 23 November 2012, and is renewable at the option of BHP Canada for successive terms of twenty-one years each.

Most mineral parcels inside the boundaries of KLSA 011 are owned by the Saskatchewan Crown (~1,033 square kilometres). The remaining mineral parcels (~123 square kilometres) are owned by individuals and/or corporations.

1.2 Geology and Mineralisation

Potash is the common name given to a group of minerals and chemicals that contain potassium (K) which is a basic nutrient for plants and an important ingredient in fertilizer. Potash is produced as potassium chloride (KCl) in Saskatchewan from sylvinite rock that is a mixture of Sylvite (KCl) and Halite (NaCl) minerals. The KCl content is measured and refer to it in terms of potassium oxide (%K_2O) equivalence. %K_2O grade is equivalent to KCl content using the mineralogical conversion factor of 1.583. Jansen potash deposit is composed of combinations of halite (NaCl), sylvite (KCl) with variable mounts of disseminated insolubles and clay seams.

The Jansen potash deposit is located within the Williston Basin, a large, intracratonic, horizontally bedded sedimentary basin. The geology of the basin and its geological formations are well known from extensive exploratory drilling for hydrocarbons and minerals and from geophysical data collected since 1952. This basin wide geological information is publicly available from the Saskatchewan Geological Survey in the form of maps, cross-sections, drill hole-based formation contact identification, core from historical drill holes, and other publications. Potash exploration drill hole information in Saskatchewan becomes publicly available five years after drilling under current Saskatchewan regulations.

The potash beds are hosted within the Prairie Evaporite (PE) Formation, in regionally extensive, horizontal layers during the repeated, cyclical evaporation of a shallow, inland sea during the Devonian period.

In Jansen, the potash is at a depth of approximately 800 metres to approximately 1,050 metres. Two Potash members are present in Jansen those being the Patience Lake and Belle Plaine members. The Patience Lake Member is further subdivided into Upper Patience Lake (UPL) and Lower Patience Lake (LPL) sub-members. The LPL sub-member is the potash horizon targeted for Jansen. The LPL sub-member is composed of sylvite (KCl), halite (NaCl) with variable amounts of disseminated insolubles and clay seams. Carnallite ($KCl.MgCl_2.6H_2O$), a mineral which can impact processing and ground stability, occasionally occurs in place of sylvite within the potash layer. Carnallite can typically be mapped using 3D seismic survey information.

The potash deposit extends from east to west in the province and, based on information available to date, shows relative uniformity, except where there are anomalies due to local dissolutions of the potash beds or clay seams. The main types of anomalies are called washout, leach and collapse anomalies.

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1.3 Status of Exploration, Development and Operations

The Jansen Project is a Greenfield underground potash mine currently in construction.

Drilling and seismic surveys (2D and 3D) are the primary methods for potash exploration. The area was explored by various companies starting in the 1950s. Modern exploration started in 2006 and was completed in 2012, with a drilling program and acquisition of 3D seismic surveys over 75 per cent of the Jansen lease completed.

The capital invested in the Jansen Project by BHP includes funds allocated for construction of the shafts and associated infrastructure, as well as engineering and procurement activities, and preparation works related to underground infrastructure.

A substantial portion of the site grading, drainage and road network that is expected to be required to commence mining/production is in place.

The site is connected to off-site infrastructure, including natural gas, permanent electrical power, communication fiber and non-potable water.

There have been several facilities installed to date for both permanent operations and temporary construction purposes that have been installed to date including:

- The Discovery Lodge camp (2,600 beds) for housing the construction workforce
- A water treatment plant and raw water well for provision of potable water
- A sanitary sewage treatment plant
- Service and Production headframes and ventilation plenums
- Permanent cold storage warehouse & laydown areas for material storage/staging
- Guard houses and site fencing
- Storm water ponds and effluent storage facilities
- Environmental monitoring equipment for ground water, air quality, noise and vibration levels
- 230kV transformer station

The construction period is expected to be six years and began in 2021. First product from Jansen mine is expected in 2026, with full production expected in 2029.

1.4 Mineral Resources and Mineral Reserves Estimates

1.4.1 Mineral Resources

The Jansen Project is located in the Saskatchewan Potash Basin, one of the world's top three producing potash basins, with seven producing conventional mines and three producing solution mines. Based on the information available to date, the resource characteristics of Jansen are comparable to the other potash mines in the area: the resources include an extensive area of shallowly dipping, consistent, large tonnage, high grade, potash at a depth between approximately 800 metres and approximately 1,050 metres.

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The potash LPL sub-member from the top of the 406 clay seam to 3.96 metres below the top of the 406 clay seam is defined as the resource. The resource model generated from the drilling data and spatially dense 3D seismic data provides detailed information on the geological domains and on the qualities of the resource. Only Measured Resources have been converted to Probable Reserves.

Due to the extensive data coverage of over 75 per cent of the Jansen lease, no further exploration from surface is planned to validate the reported Mineral Resources and Mineral Reserves.

The Mineral Resources are reported exclusive of the Mineral Reserves. Summary Mineral Resources estimates for Jansen at the end of the Fiscal Year Ended 30 June 2024 are provided in Table 1-1.

Table 1-1: Jansen – Summary of Potash (Exclusive) Mineral Resources (as at 30th June 2024)

Potash[1,2]	Mining method	Measured Mineral Resources				Indicated Mineral Resources				Measured + Indicated Mineral Resources				Inferred Mineral Resources			
		Tonnes	Qualities			Tonnes	Qualities			Tonnes	Qualities			Tonnes	Qualities		
		Mt	%K_2O	%Insol.	%MgO	Mt	%K_2O	%Insol.	%MgO	Mt	%K_2O	%Insol.	%MgO	Mt	%K_2O	%Insol.	%MgO
Canada																	
Jansen[3,4,5,6,7,8,9,10]																	
LPL	UG	–	–	–	–	–	–	–	–	–	–	–	–	1,280	25.6	7.7	0.08
Total potash		–	–	–	–	–	–	–	–	–	–	–	–	**1,280**	**25.6**	**7.7**	**0.08**

(1) Mineral resources are being reported in accordance with S-K 1300 and are presented for the portion attributable to BHP's economic interest. All tonnes and quality information have been rounded, small differences may be present in the totals.
(2) Mineral resources are presented exclusive of mineral reserves.
(3) Jansen, in which BHP has a 100% interest, is considered a material property for the purposes of item 1304 of S-K 1300.
(4) The point of reference for the mineral resources was in situ.
(5) Mineral resources estimate was based on a potash price of US$391/t (Real 2024 basis).
(6) Mineral resources are stated for the Lower Patient Lake (LPL) potash unit and using a seam thickness of 3.96 m from the top of 406 clay seam.
(7) Mineral resources are based on the expected metallurgical recovery of 88%.
(8) Potash or sylvite (KCl) content of the deposit is reported in potassium oxide form (K_2O). %K2O grade is equivalent to %KCl content using a mineralogical conversion factor of 1.583.
(9) Mineral resources tonnages are reported on an in situ moisture content basis and was estimated to be 0.3%.
(10) The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and the historic average prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

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1.4.2 Mineral Reserves

The Mineral Reserves outlined in Table 1-2 are based upon a Measured Resource noting the Mineral Resources are reported on an exclusive basis from the Mineral Reserve. The Mineral Reserves are acknowledged to be at a Probable level of confidence given the underground development to date is not sufficient to validate the modifying factors.

Table 1-2: Jansen – Summary of Potash Mineral Reserves (as at 30th June 2024)

		Proven Mineral Reserves				Probable Mineral Reserves				Total Mineral Reserves			
		Tonnes	Qualities			Tonnes	Qualities			Tonnes	Qualities		
Potash[1]	Mining Method	Mt	%K_2O	%Insol.	%MgO	Mt	%K_2O	%Insol.	%MgO	Mt	%K_2O	%Insol.	%MgO
Canada													
Jansen[2,3,4,5,6,7,8,9]													
LPL	UG	–	–	–	–	1,070	24.9	7.5	0.10	1,070	24.9	7.5	0.10
Total potash		–	–	–	–	**1,070**	**24.9**	**7.5**	**0.10**	**1,070**	**24.9**	**7.5**	**0.10**

(1) Mineral reserves are reported in accordance with S-K 1300 and are presented for the portion attributable to BHP's economic interest. All tonnes and quality information have been rounded, small differences may be present in the totals.
(2) Jansen, in which BHP has a 100% interest, is considered a material property for the purposes of item 1304 of S-K 1300.
(3) The point of reference for the mineral reserves was ore as delivered to the mill for processing.
(4) Mineral reserves estimate was based on a potash price of US$391/t (Real 2024 basis).
(5) Mineral reserves estimates cut-off is a function of mining parameters and seam thickness. The calculated cut-off grade from economic modelling where the mine plan would be break-even is 8.1% K_2O.
(6) Mineral reserves are based on the expected metallurgical recovery of 88%.
(7) Potash or sylvite (KCl) content of the deposit is reported in potassium oxide form (K_2O). %K2O grade is equivalent to %KCl content using a mineralogical conversion factor of 1.583.
(8) Mineral reserves tonnages are reported on an in situ moisture content basis and was estimated to be 0.3%.
(9) The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and the historic average prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

1.5 Mining Method

The Jansen Mine is expected to be an underground potash mine extracting the LPL sub-member within the Prairie Evaporite Formation. The orebody gently undulates over large distances, has well defined boundary conditions, and has a reasonably consistent ore grade. Mining will take place on a single level in three separate districts.

The planned mining method is long room and pillar. Production mining rooms are expected to be excavated in two passes to a final width of 12 metres using track-mounted borer miners and extendable conveying systems. Mined ore is expected to be transported to the shaft area for hoisting using a roof or floor mounted conveyor network.

Pillars contribute to the mining room stability for safe working conditions and are derived from empirical and numerical models using expected geological conditions, depth, extraction ratio, extraction rates, and expected useful life of the entries. The mine has been designed with consideration of the expected geotechnical and hydrogeological conditions to manage the mining induced subsidence. Maintaining the integrity of the overlying shale, limestone and halite units act as a protective barrier from risk of brine inflow to the mine. The high density 3D seismic survey identifies the geological conditions that present an increased risk for fluid movement.

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1.6 Processing and Recovery Methods

Unit operations that are expected to make up the Jansen processing facilities are common to conventional potash mines in Saskatchewan, and will include:

- Raw ore handling, storage, and crushing;
- Process mill building wet area comprising attrition scrubbing, desliming, flotation, and debrining;
- Process mill building dry area comprising drying, screening, compaction, and glazing;
- Tailings processing and reagents;
- Product handling, storage, screening, and loadout.

The two Jansen processing plants are designed to be a fit-for-purpose high-recovery facility, each capable of processing 1,483 tonnes per hour wet basis (or 1,479 tph dry basis) of raw ore to produce red fertilizer grade potash (muriate of potash) sized for both standard and granular product types.

1.7 Infrastructure

Discovery Lodge, the Jansen construction camp, has been constructed, is currently in use and has a capacity of 2,600 people. Communications, power, water, and natural gas are provided by provincial crown corporations. The pipeline connection to the Saskatoon South East Water Supply system for Jansen's primary water use is complete. The natural gas supply pipeline has been installed and is in use at the on-site accommodation, sewage treatment plant, and concrete batch plant. The permanent 230 kV power supply has been constructed and commissioned.

Upgrades to the secondary roads to the Jansen mine site from the paved provincial highway network have been completed.

The Jansen project has two mine shafts, the service shaft and the production shaft. Both shafts have an internal diameter of 7.3 metres and are excavated to a depth of approximately 1,000 metres. Both shafts are lined with an integral hydrostatic concrete/steel composite design with waterproofing is provided by an outer welded liner from a depth of 835 metres.

The hoisting systems will use ground mounted Koepe hoists (friction hoists) hosted in a typical A-Frame steel construction headframe. The service shaft permanent headframe, hoist houses, and collar house are constructed. The production shaft sinking headframe and ground mounted drum winders are installed and in use.

A tailings management area will store the mine waste produced and hosted separate course and fine tailings areas. Waste process water will be disposed through a disposal well network into the Deadwood Formation.

A third-party rail provider will transport the potash produced from the Jansen site to the port terminal, located in Delta, British Columbia, Canada, which is owned and operated by a third-party provider. The port facility will unload the railcars, store the product, and load shipping vessels.

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1.8 Market Studies

Potassium content is commonly measured in units of potassium oxide (K_2O), (a notional substance), rather than units of K. MOP used in agricultural application is typically ~95 % KCl, which is equivalent to ~60 % K_2O; this is in general the threshold required to qualify product in most major agricultural markets. Jansen plans to sell two agricultural potash grades, red standard (~60 % K_2O equivalent, ~0.5 to 1 millimetre in size) and red granular (~60 % K_2O equivalent, ~3 to 4 millimetres in size) potash, to retain simplicity while seeking sufficient market access.

Global demand for potash fertilizers is driven by the need for higher crop production to feed a growing and more affluent, global population. It is also driven by the need to reduce reliance on native soil potassium, which in many places may be unable to support the necessary increase in crop yields. Historically, the relationship between population growth, crop production and potash demand has been reliable and therefore considered to provide a reasonable basis for projecting future fertiliser needs.

According to independent market analyst CRU, it estimates that about three-quarters of MOP production comes from underground ores – mainly located in Canada, Russia and Belarus. It is simple and established technology, low-cost and energy efficient. Much of the remainder is extracted from natural brines in China and the Dead Sea. Ore is most commonly processed through flotation that yields a product that is pink or red and usually about 95 per cent pure. Jansen is designed to employ conventional underground mining and flotation.

Most potash operations produce between 1 and 4 Mtpa. Most of the potash mines in Canada date back to a period of rapid development in the 1960s and 1970s, while much of the capacity in Russia and Belarus was built in the Soviet era. The potash industry structure is presently characterized by a small number of large suppliers. In terms of supply concentration, four producers (Nutrien, Mosaic, Uralkali and Belaruskali) are estimated to have accounted for ~65 per cent of global production in 2020.

It is expected that BHP will market directly to customers via a network of regional offices, leveraging BHP's existing global footprint and capabilities.

BHP is expected to focus on upstream Cost and Freight (CFR) sales and may benefit from being able to direct-rail to North American customers. Jansen is expected to have logistics optionality and flexible granular processing capacity that may enable a shift of sales between export regions and North America, depending on the market.

Memorandums of understanding have been developed noting no sales contracts have been established.

1.9 Capital and Operating Cost Estimates

The Capital Cost Estimate (Capex) and Operating Cost Estimate (OPEX) were developed by BHP Canada, its consultants and engineering service providers using processes to quantify, cost, and price the resource estimates that is included within the Jansen project scope.

The Jansen project scope includes a lined service and production shaft mining equipment, underground development, and infrastructure necessary to support operations. The service shaft is expected to be capable of hoisting 1,750 tph, and the production shaft is expected to be capable

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of hoisting 2,200 tph to 2,700 tph. Two 1,483 tph processing plants and non-processing infrastructure, including a tailings management area.

The capital costs for the Jansen project are aligned with the mine gate pricing and therefore exclude off-site rail and port. A total installed cost was estimated to be Real US$9.0 billion and inclusive of up to but not exceeding 15 per cent contingency, and an accuracy range of +/-25 per cent.

The OPEX for the Jansen project was developed to capture costs defined as mine gate. This includes all costs spanning from the mining face underground to the loading of product to rail at site.

The Operating Cost Estimate includes all personnel and activities within the battery limits of the scope, and includes operational and statutory management, administration, and support personnel associated with the operation.

The average operating cost over the life of Jansen project is estimated to be US$90/tonne KCl. Cash operating cost includes a mixture of fixed costs, variable costs, and sustaining capital and are aligned with an assumed mine gate sales point therefore exclude Port and off-site Rail cost.

1.10 Economic Analysis

The analysis that supports the Jansen Mineral Resource and Mineral Reserve economic viability testing is an excel model based on annual cash flow projections. Annual cash flows projections include sales revenue (sales point FOB Mine), operating and closure costs, capital expenditures, royalties, income and production taxes.

The Jansen annual cash flow projections, utilizing the assumptions detailed within this report, result in a discounted after-tax cash flow of US$11.2B and an IRR of 18.3 per cent utilizing a 7.0 per cent discount rate. The Jansen project remains economically viable under a range of scenarios including deviations in price, production, foreign exchange rates, capital expenditures and operating costs.

1.11 Permitting Requirements

The Jansen Project Environmental Impact Statement (EIS), which BHP Canada submitted to the Saskatchewan Ministry of Environment in 2010, received Ministerial Approval on 29 June 2011.

Since the EIS approval, further engineering and project optimization was completed that resulted in changes to the mine plan, site layout, and schedule. To maintain Ministerial Approval, two submissions were made in November 2017 to the MOE Environment Assessment and Stewardship Branch under Section 16 of The Environmental Assessment Act. Approval was received for both submissions on 19 April 2018. To address a potential increase in production rate, the Project Optimization and EIS Review Summary was submitted and approved on 19 July 2023.

Following the Approval of the EIS, Jansen required federal, provincial and municipal permits and approval for construction and operation. Jansen maintains an electronic permit register that lists all permits for the Project. BHP Canada has received all permits that have been applied for to-date and expects to be able to obtain the required construction and operation permits for Jansen.

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BHP Canada has a terminal services and development agreement in place with Westshore for development and shipping services. The Vancouver Fraser Port Authority Project Environmental Review Permit #20-209 and the water discharge permit amendment (BC Ministry of Environment and Climate Change Strategy Permit 6819) have been issued. The Metro Vancouver air quality management permit GVA0153 has not been issued.

1.12 Qualified person's conclusions and recommendations

It is the opinion of the Qualified Person, based on the available data, the known limitations of the data, interpretations, and methodologies, the Jansen Mineral Resource estimate is considered fit for purpose in supporting and forming the basis of the Mineral Reserves estimate.

No recommendations for further exploration have been identified during project execution and later in operations, geological mapping, interpretation and sampling programs implemented as part of the reconciliation process are expected to be sufficient to address the identified Mineral Resource uncertainties.

Uncertainties that affect the reliability or confidence in the Mineral Resource and Mineral Reserve estimate include but are not limited to:

- Future macro-economic environment, including product prices and foreign exchange rate
- Changes to operating cost assumptions, including labour costs
- Ability to continue sourcing water from the Saskatoon South East Water Supply
- Changes to mining, hydrogeological, geotechnical parameters and assumptions reflected in mining recovery
- Ability to maintain environmental and social license to operate
- Integrity of the shaft liner beyond the design life of 70 to 80 years.

Confidence in the Mineral Reserve is reflected in the applied reserve classifications in accordance with the US SEC S-K 1300 with factors influencing classification including but not limited to mining methods, processing methods, economic assessment and other life of asset and closure assessments.

In the opinion of the Qualified Person the confidence in the modifying factors is reasonably translated to the Probable Mineral Reserves characterisation and their derivation from Measured Resource estimates.

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2 Introduction

2.1 Registrant for Whom the Technical Report Summary was Prepared

This Technical Report Summary was prepared in accordance with the US Securities and Exchange Commission (US SEC) S-K regulations (Title 17, Part 229, Items 601 and 1300 through 1305) for BHP Group Limited (BHP) to support its declaration of Potash Mineral Resources and Mineral Reserves on its Jansen Potash Project (Jansen) for the fiscal year ended on 30 June 2024.

2.2 Terms of Reference and Purpose of the Report

This report covers Mineral Resources and Mineral Reserves and is issued in support of the BHP Canada Jansen Potash Project declaration. This document describes the combined Stage 1 and Stage 2 development at Jansen, noting all future stage production expansion as beyond the scope of the document.

This Technical Report Summary was prepared to support the disclosure of Mineral Resources and Mineral Reserves for the fiscal year ended on 30 June 2024 in compliance with the US SEC S-K regulations (which came into effect on 1 January 2021). This report does not include any exploration results that are not part of Jansen's Mineral Resources or Mineral Reserves.

2.3 Sources of Information

This report is based on internal technical reports, studies, and field programs, published government reports, published government and historical data, and public information as cited throughout this report and listed in the Section 24, available at the time of writing this TRS.

Unless otherwise stated, all figures and images were prepared by BHP Canada. Units of measurement referenced in this report are based on local convention in use at the property and currency is expressed in US dollars.

Reliance upon information provided by the registrant is listed in Section 25 when applicable.

2.4 Details of Inspection

BHP has relied on the Qualified Persons listed in Table 2-1 to prepare the information and this report supporting its disclosure of Mineral Resources and Mineral Reserves at a Preliminary Feasibility Study-level. All Qualified Persons are full time employees of BHP, with the chapters and sections noted for which each Qualified Person is responsible for.

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Table 2-1: List of Qualified Persons

QP Name	Relation to Registrant and their Role	Qualification	Professional Organization and Membership level	Years of Relevant Experience	Responsible for disclosure of
Balazs Nemeth	Full-time Employee / Principal Geophysicist	PhD Geophysics	MAusIMM	23	Mineral Tenure & Mineral Resources – Section 1, 2, 3, 4, 5, 6, 7 (excluding 7.4), 8, 9, 11, 13.2.2, 20, 22.1, 24
Johannes Sondergaard	Full-time Employee / Manager Resource Engineering	Bachelor of Science in Mining Engineering	MAusIMM	21	Mineral Reserves – Section 1, 2, 12, 13 (excluding 13.2.1, 13.2.2), 15 (excluding 15.6, 15.9), 16, 17.4-17.7, 19, 22.2, 23, 24, 25 Capital Costs – Section 1, 2, 18.2
Cameron McKinnon	Full-time Employee / Manager Process Engineering	BEng Metallurgical Engineering	APEGS	29	Metallurgy, Processing – Section 1, 2, 10, 14
Jairo Gomez	Full-time Employee / Principal Geotechnical Engineer	M Sc A. Applied Sciences – Mineral Resources Engineering – Rock Mechanics,	APEGS	36	Mineral Reserves, Geotechnical – Section 1, 2, 7.4, 13.2.1
Graham Reynolds	Full-time Employee / Head of Production	Bachelor of Science in Engineering	MAusIMM	31	Operating Costs – Section 1, 2, 18.1
Melanie Failler	Full-time Employee / Principal Environment	Bachelor of Science	ASPB	24	Environmental studies, Permitting – Section 1, 2, 17 introduction , 17.1, 17.2 (excluding 17.2.1, 17.2.2.), 17.3
Jessica Perras	Full-time Employee / Tailings & Closure Planner	Bachelor of Science in Geosciences	APEGS	11	Tailings disposal – Section 15.6, 17.2.1 17.2.2

Table 2-2 summarizes the details of the personal inspections on the property by each qualified person or, if applicable, the reason why a personal inspection has not been completed.

Table 2-2: Qualified Persons Site Visits

QP Name	Details of Inspection
Johannes Sondergaard	Focus on the early construction associated with the shafts and headframes, mill construction, temporary and permanent utilities, tailings management area, and offsite road infrastructure. (2025)
Cameron McKinnon	Many visits over 9 years for site familiarization and collaboration with site execution teams. Has also been involved with water treatment, freeze plant, and sewage treatment plant operations.
Graham Reynolds	Regular weekly visits since 2022 supporting the site as the General Manager for Operation Readiness and Project Director since March 2025.
Melanie Failler	Frequent site visits since January 2019, including environmental field programs and supporting external inspections and audits.
Jairo Gomez	Frequent site visits and interactions on ground control matters with resident Rock Mechanics Engineer and Geologists.
Balazs Nemeth	Exploration drilling and seismic during the period of 2008 to 2010.

QP Name	Details of Inspection
Jessica Perras	Completed various field investigation starting in 2012 supporting study work. Frequent visits since 2019 supporting field programs, audits and inspections. Minimum monthly site visits since July 2023 for tailings facility observation and inspections.

2.5 Report Version Update

The Technical Report Summary for the Jansen Potash Project was first filed as an exhibit to BHP's annual report on Form 20-F for the year ended 30 June 2022, effective 30 June 2022, as supplemented in an exhibit to BHP's annual report on Form 20-F for the year ended 30 June 2023. This Technical Report Summary is an update of the previously filed Technical Report Summary.

This version reflects certain restatements solely for the purpose of updating certain biographical and related information concerning the qualified persons identified in this report. No other information has been modified from the version of this report most recently filed with the SEC.

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3 Property Description

3.1 Property Location

The Jansen Potash Project is located in the Rural Municipalities of Leroy and Prairie Rose in Central Saskatchewan, Canada, approximately 150 kilometres east of the city of Saskatoon. The Legal Land Description of the Shafts and future surface plant is Section 12 Township 34 Range 20 West of 2nd Meridian. The project is easily accessible by public highways. The general location is shown on the map in Figure 3-1.

The Jansen Mine service shaft location details are found in Table 3-1.

Table 3-1: Jansen Service Shaft Coordinates

Co-ordinates	
Longitude	104°42’53.44”W
Latitude	51°53’56.62”N
Collar Elevation	544 metres above sea level
Northing	5,749,850
Easting	519,620
Projection	UTM
Datum	NAD83
Zone	13

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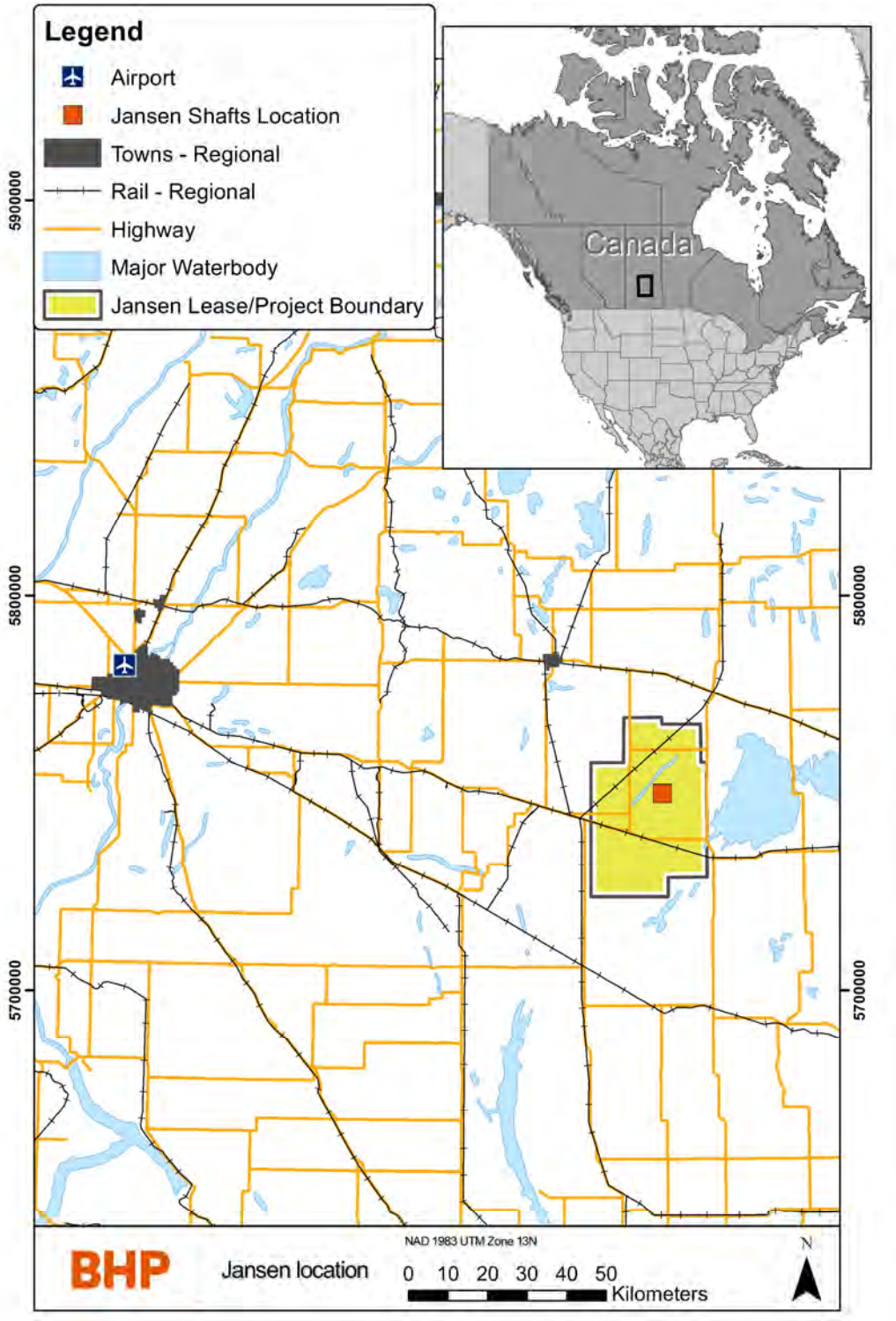


Figure 3-1: Location Map of Jansen

3.2 Mineral Tenure

The total area of the Jansen Project lease is approximately 1,156 square kilometres. Most mineral rights parcels are owned by the Saskatchewan Crown, the remaining mineral parcels are owned by individuals and/or corporations (Figure 3-2). The annual mineral lease rental payments payable to the Government of Saskatchewan and private individuals or corporations are listed in Table 3-2.

Table 3-2: Jansen Main Lease Areas and associated payments

Lease Number	Lease Holder	Expiration Date	Area (Ha)	Annual Rental Payment CA$
KLSA 011	BHP Canada Inc.	22/11/2033	105,662.36	1,056,623.66
DSP-MRA-JANSEN-ML-000649	BHP Canada Inc.	15/08/2033	129.69	640.94
DSP-MRA-JANSEN-ML-000366	BHP Canada Inc.	07/11/2033	63.94	316
DSP-MRA-JANSEN-ML-000512	BHP Canada Inc.	13/06/2033	97.88	483.7
DSP-MRA-JANSEN-ML-000556	BHP Canada Inc.	23/07/2033	129.36	639.3
DSP-MRA-JANSEN-ML-000703	BHP Canada Inc.	05/11/2033	128.89	636.96
DSP-MRA-JANSEN-ML-000557	BHP Canada Inc.	23/07/2033	129.74	641.16
DSP-MRA-JANSEN-ML-000686	BHP Canada Inc.	07/05/2033	64.67	319.58
DSP-MRA-JANSEN-ML-000603	BHP Canada Inc.	24/09/2030	56.66	280
DSP-MRA-JANSEN-ML-000606	BHP Canada Inc.	24/09/2030	56.66	280
DSP-MRA-JANSEN-ML-000516	BHP Canada Inc.	03/06/2033	16.09	79.52
DSP-MRA-JANSEN-ML-000665	BHP Canada Inc.	27/02/2034	0.40	2
DSP-MRA-JANSEN-ML-000518	BHP Canada Inc.	30/04/2033	16.18	79.96
DSP-MRA-JANSEN-ML-000491	BHP Canada Inc.	30/04/2033	16.18	79.96
DSP-MRA-JANSEN-ML-000502	BHP Canada Inc.	27/05/2033	64.67	319.58
DSP-MRA-JANSEN-ML-000662	BHP Canada Inc.	13/02/2034	60.76	300.3
DSP-MRA-JANSEN-ML-000673	BHP Canada Inc.	04/04/2033	2714.80	13416.56
DSP-MRA-JANSEN-ML-000195	BHP Canada Inc.	10/05/2032	32.17	159
DSP-MRA-JANSEN-ML-000196	BHP Canada Inc.	10/05/2032	32.17	159
DSP-MRA-JANSEN-ML-000191	BHP Canada Inc.	10/05/2032	32.17	159
DSP-MRA-JANSEN-ML-000192	BHP Canada Inc.	10/05/2032	32.17	159
DSP-MRA-JANSEN-ML-000193	BHP Canada Inc.	10/05/2032	32.17	159
DSP-MRA-JANSEN-ML-000194	BHP Canada Inc.	10/05/2032	32.17	159
DSP-MRA-JANSEN-ML-000525	BHP Canada Inc.	25/07/2033	64.81	320.3
DSP-MRA-JANSEN-ML-000504	BHP Canada Inc.	14/06/2033	64.94	320.92
DSP-MRA-JANSEN-ML-000680	BHP Canada Inc.	13/03/2035	258.18	1275.94
DSP-MRA-JANSEN-ML-000593	BHP Canada Inc.	20/11/2033	12.72	62.88
DSP-MRA-JANSEN-ML-000363	BHP Canada Inc.	23/04/2033	10.84	53.58
DSP-MRA-JANSEN-ML-000604	BHP Canada Inc.	30/05/2031	64.75	320
DSP-MRA-JANSEN-ML-000561	BHP Canada Inc.	24/09/2033	63.81	315.34
DSP-MRA-JANSEN-ML-000501	BHP Canada Inc.	15/06/2033	193.61	956.84
DSP-MRA-JANSEN-ML-000608	BHP Canada Inc.	14/10/2033	64.84	320.44
DSP-MRA-JANSEN-ML-000492	BHP Canada Inc.	19/04/2033	10.84	53.58
DSP-MRA-JANSEN-ML-000514	BHP Canada Inc.	05/04/2033	64.41	318.32
DSP-MRA-JANSEN-ML-000655	BHP Canada Inc.	16/04/2033	31.95	157.88
DSP-MRA-JANSEN-ML-000520	BHP Canada Inc.	15/06/2033	130.00	642.44
DSP-MRA-JANSEN-ML-000759	BHP Canada Inc.	16/01/2034	32.44	160.32
DSP-MRA-JANSEN-ML-000650	BHP Canada Inc.	05/01/2034	0.40	2
DSP-MRA-JANSEN-ML-000656	BHP Canada Inc.	03/01/2034	0.40	2
DSP-MRA-JANSEN-ML-000653	BHP Canada Inc.	05/01/2034	0.40	2
DSP-MRA-JANSEN-ML-000847	BHP Canada Inc.	20/06/2034	63.19	312.28
DSP-MRA-JANSEN-ML-000651	BHP Canada Inc.	12/12/2033	16.09	79.52
DSP-MRA-JANSEN-ML-000503	BHP Canada Inc.	03/06/2033	16.09	79.52
DSP-MRA-JANSEN-ML-000370	BHP Canada Inc.	23/05/2033	64.72	319.86
DSP-MRA-JANSEN-ML-000559	BHP Canada Inc.	23/04/2033	129.75	641.24
DSP-MRA-JANSEN-ML-000449	BHP Canada Inc.	05/03/2033	129.74	641.16
DSP-MRA-JANSEN-ML-000685	BHP Canada Inc.	09/04/2035	60.59	299.44
DSP-MRA-JANSEN-ML-000447	BHP Canada Inc.	03/05/2033	126.96	627.46
DSP-MRA-JANSEN-ML-000657	BHP Canada Inc.	28/03/2033	65.11	321.76
DSP-MRA-JANSEN-ML-000508	BHP Canada Inc.	23/07/2033	64.88	320.64
DSP-MRA-JANSEN-ML-000658	BHP Canada Inc.	12/12/2033	12.72	62.88
DSP-MRA-JANSEN-ML-000506	BHP Canada Inc.	01/05/2033	65.03	321.36
DSP-MRA-JANSEN-ML-000497	BHP Canada Inc.	30/04/2033	32.48	160.5
DSP-MRA-JANSEN-ML-000496	BHP Canada Inc.	17/02/2033	63.86	315.6
DSP-MRA-JANSEN-ML-000740	BHP Canada Inc.	19/03/2033	159.86	790.04
DSP-MRA-JANSEN-ML-000605	BHP Canada Inc.	16/09/2031	11.53	57

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DSP-MRA-JANSEN-ML-000777	BHP Canada Inc.	06/08/2033	16.22	80.14
DSP-MRA-JANSEN-ML-000535	BHP Canada Inc.	19/07/2033	48.67	240.52
DSP-MRA-JANSEN-ML-000616	BHP Canada Inc.	19/08/2033	16.22	80.14
DSP-MRA-JANSEN-ML-000494	BHP Canada Inc.	18/03/2033	63.82	315.42
DSP-MRA-JANSEN-ML-000513	BHP Canada Inc.	19/03/2033	0.84	4.14
DSP-MRA-JANSEN-ML-000737	BHP Canada Inc.	06/11/2035	0.57	2.8
DSP-MRA-JANSEN-ML-000711	BHP Canada Inc.	03/04/2034	128.78	636.44
DSP-MRA-JANSEN-ML-000510	BHP Canada Inc.	26/03/2033	32.46	160.44
DSP-MRA-JANSEN-ML-000742	BHP Canada Inc.	19/04/2033	32.46	160.4
DSP-MRA-JANSEN-ML-000536	BHP Canada Inc.	22/07/2033	16.09	79.52
DSP-MRA-JANSEN-ML-000601	BHP Canada Inc.	13/05/2031	32.38	160
DSP-MRA-JANSEN-ML-000602	BHP Canada Inc.	13/05/2031	32.38	160
DSP-MRA-JANSEN-ML-000652	BHP Canada Inc.	17/12/2033	12.72	62.88
DSP-MRA-JANSEN-ML-000668	BHP Canada Inc.	24/03/2034	32.46	160.4
DSP-MRA-JANSEN-ML-000738	BHP Canada Inc.	21/02/2034	12.72	62.88
DSP-MRA-JANSEN-ML-000715	BHP Canada Inc.	12/12/2033	12.72	62.88
DSP-MRA-JANSEN-ML-000564	BHP Canada Inc.	15/04/2033	64.58	319.16
DSP-MRA-JANSEN-ML-000365	BHP Canada Inc.	15/04/2033	32.28	159.54
DSP-MRA-JANSEN-ML-000666	BHP Canada Inc.	27/02/2034	0.40	2
POT-Jansen-ML-000848	BHP Canada Inc.	17/05/2033	65.05	321.46

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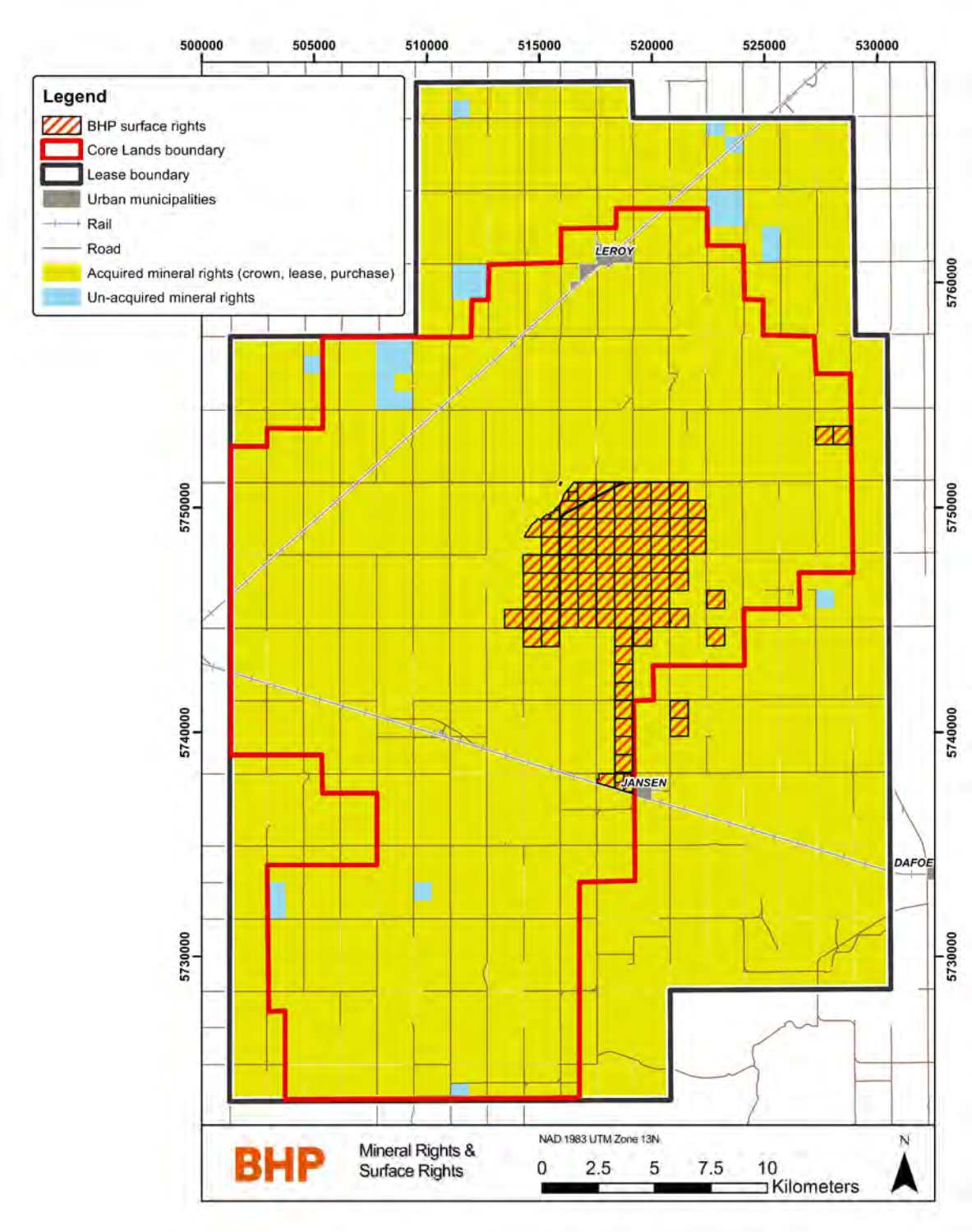


Figure 3-2: Lease Areas of Jansen

3.3 Mineral Rights Description

On 23 November 2012, the Government of Saskatchewan and BHP Canada entered into Potash Lease Special Agreement KLSA 011. This agreement gives BHP Canada the exclusive right to search for, dig, work, mine, extract, recover, process, and carry away subsurface minerals under or within all of the Saskatchewan Crown mineral parcels of KLSA 011. The lease pertains to two categories of lands, shown in Figure 3-2 and consisting of:

1. ‘KLSA 011 Core Lands’ comprising primarily the Mineral Reserves

2. ‘KLSA 011 Expansion Lands’, and additional area outside Mineral Reserves that includes the primarily Inferred Resource.

To gain access to the potash within mineral parcels owned by individuals and/or corporations (‘freehold mineral lease’), BHP must either purchase the mineral parcels or negotiate mineral lease agreement(s) with the registered owner(s) of the mineral parcel(s). The freehold mineral leases secured by BHP Canada have a term of twenty-one years and are renewable at the option of BHP for successive terms of twenty-one years each. An annual rental payment of CA$4.94/hectare (CA$2/acre) is also paid to keep these leases in good standing.

During the first three years of the KLSA 011 lease, BHP Canada was required to complete CA$12M of work on the lease area. This work commitment has been met using excess exploration work credits completed on the exploration permits prior to the Jansen exploration permits conversion to KLSA 011.

All surface lands that form part of the Jansen mine operations footprint have been acquired by BHP Canada. The total surface area acquired by BHP Canada is shown in Figure 3-2.

Table 3-3: Summary of Jansen land position

Jansen Mineral Rights details				
	Area Hectares	**Area Acres**	**Area km²**	**%**
Jansen project total lease area	115638	285747	1156.38	100
KLSA 011 Core lands	63939.43	157997.78	639.39	55
KLSA 011 Expansion lands	41724.73	103104.06	417.25	36
BHP Canada acquired freehold mineral rights	8997.56	22233.45	89.98	8
Total of Core, Expansion, and acquired freehold mineral rights	**114661.72**	**283335.29**	**1146.62**	**99**

3.4 Encumbrances

There have been no significant encumbrances to the property identified as of the date of this report. Federal, provincial and municipal permits and approval for construction and operation have been received. All material permits that have been applied for to-date have been received. Based on the Life of Asset (LoA) Plan additional permits and approvals will become necessary. The Qualified Person believe that Jansen will reasonably be able to obtain the required construction and operation permits for the Project based on the LoA Plan.

3.5 Other Significant Factors and Risks

It is the opinion of the Qualified Person that based on the available information and current regulations there are no significant risks to the mineral tenure that would affect access or mineral title and the ability of BHP to work on the property.

3.6 Royalties or Similar Interest

A Provincial Potash Crown Royalty is payable under *The Subsurface Mineral Royalty Regulations, 2017*. Royalties are based on the value of potash produced from Crown mineral lands. The royalty rate is 3 per cent, and the value is determined as the average price realized by the producer in the year, as governed by revenues and sales under *The Saskatchewan Potash Production Tax Regulations*.

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4 Accessibility, Climate, Local Resources, Infrastructure, and Physiography

4.1 Topography, Elevation, and Vegetation

The topography of the Jansen site is generally flat with elevations that range between 540 metres and 545 metres. The site slopes 0.3 per cent from northwest to southeast. The site is composed of agricultural fields, with patches of trees and small wetlands. Non-contact runoff water collects in a wetland area to the east of the site, then drains to Hatke Lake approximately 10 kilometres northeast of the site. Jansen Lake and Lanigan Creek are located northwest of the Hatke Lake drainage basin.

4.2 Means of Access

The site is accessed by road from provincial Highway 16 approximately 12 kilometres to the south and Highway 5 approximately 32 kilometres to the north. Access to the site from these highways will use upgraded secondary and/or primary roads from the village of Jansen to the south and the town of LeRoy to the north. Railway access is expected to be available from both national rail networks and will be from a spur line from the south (Figure 3-2) and be subject to future applications and agreements.

4.3 Climate and Length of Operating Season

The Jansen area experiences a climate which is typical of the Canadian prairies: a humid continental climate (Köppen climate classification – Dfb) featuring long, cold winters and brief, warm summers. High temperatures range from 15°C in May to the mid-30s°C in July and August with moderate precipitation. Winter normally begins in November and temperatures generally remain below the freezing point. In cold snaps temperatures may drop as low as -40s°C. Mild spring weather usually begins by April. Annual precipitation averages 30 to 45 centimetres. Operations can continue throughout the year.

4.4 Infrastructure and Availability

On-site infrastructure is expected to include power distribution, raw water storage and distribution, potable water treatment, fire water distribution, diesel fuel storage and distribution, natural gas distribution, ancillary buildings and facilities, Tailings Management Area (TMA), sewage system, waste collection, site drainage, on-site roads, on-site rail, communications and technology infrastructure, the process control system, and the temporary construction facilities. On-site utilities are expected to be distributed in a combination of pre-cast trenches, direct buried cables, and buried pipes for water, sanitary effluent, and natural gas. Diesel fuel is expected to be delivered to site and stored in a contained area. Fuel for the mining equipment is expected to be delivered underground by totes using the service shaft.

Operations facilities are expected to consist of the administration building (containing the mill and mine dry, offices, training, and security), warehousing, maintenance workshop, vehicle maintenance facility, emergency response facility, mill support facility, laboratory, compressor building, rail support facility and main water pump house.

Off-site infrastructure for the Jansen Project is executed through contractual agreements with third parties using defined battery limits on the project site. Off-site utilities are provided by the

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Crown corporations of the Province of Saskatchewan (i.e., SaskPower, TransGas and SaskEnergy, SaskWater, and SaskTel). All public roads in Saskatchewan are owned by the Crown in right of Saskatchewan. Rural municipalities have authority to direct, control, and manage the roads within their municipality.

4.5 Water

The raw water system consists of the incoming water supply line from SaskWater and groundwater sourced from the existing Raw Water Well 1 (RWW 1). Primary water supply will be surface water from the Saskatoon South East Water Supply (SSEWS) system delivered by pipeline from the Zelma Reservoir to the site by SaskWater. Based on available information, the capacity of the water supply pipeline is expected to be 7M m^3/y for the Jansen project. The SaskWater line has a capacity of 9.2M m^3/y and supplies other consumers besides the Jansen Project. Back-up non-process water supply will be sourced from the Empress Group Aquifer through the constructed on-site RWW 1.

4.6 Electricity

Permanent power is contracted to be supplied by SaskPower using 230 kV overhead lines terminating at the 230 kV main plant substation dead-end structure (the point of common coupling). The permanent 230 kV power supply has been constructed and commissioned to the Jansen site.

4.7 Personnel

Employees of Jansen mine are anticipated to reside in several existing communities located in the area. The potash mining industry has a long history of providing employment in the province and communities within driving distance of the site are in the process of preparing for the growth brought on by investment decisions to further develop Jansen.

4.8 Supplies

The Jansen project is connected to a primary weight, asphalt surface network of highways and has year-round access for trucking of materials to/from the site. On-site warehousing will be provided to manage inventory requirements of the operating mine. In addition to road access there will be connections to both of the major rail providers in Canada.

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5 History

5.1 Previous Operations

The Saskatchewan potash basin has a long history of exploration and mining operations since the 1950s. BHP will be the first mining operation owner at the Jansen location.

5.2 Exploration and Development by Previous Owners or Operators

The Potash Company of America initiated potash exploration work in the Jansen area in 1952. Alwinsal Potash of Canada followed this with further work in 1959. Kerr-McGee Oil Industries Inc. carried out the main historical exploration phase between September 1962 and October 1965. The period 1965 to 2005 saw no further significant exploration activities for potash in the Jansen area. In 2005, Anglo Minerals Ltd., a small junior company registered an extensive land package of potash exploration permits surrounding the producing Potash mines in the Saskatoon area, which included the Jansen project area.

In September 2005, Anglo Minerals Ltd. published a Canadian National Instrument (NI 43-101) report based on historical drilling, which included a resource estimate for exploration permit KP286 only, (Halabura et al. 2005). A small 3D seismic survey was completed from October 2005 to March 2006 for the part of Jansen area. An additional NI 43-101 report, which included the results of the 3D seismic and covered KP285, KP286, and KP290, was issued in November 2006 (Halabura and Gebhardt, 2006).

Kerr-McGee Oil Industries Inc. drilled all the historical holes on the Jansen Project, except for two (07-01 and 07-06), during the period from September 1962 to October 1965. The earliest two holes were drilled by the Potash Company of America Limited in December 1952 (07-01) and Alwinsal Potash of Canada Limited in June 1959 (07-06). Table 5-1 shows the full list of historical holes.

Table 5-1: Summary of exploration drilling by previous owners

BHP ID	CWI	DRILL HOLE TYPE	Owner	Easting (m)	Northing (m)	KB elevation (m)	TOTAL DEPTH (m)	HOLE DIP
07-01	SK0001200	Historic exploration	Potash Company of America Ltd.	504598.4	5739717.0	539	996.7	Vertical
07-02	SK0011162	Historic exploration	Kerr-McGee Oil Industries Inc.	506560.6	5744544.0	538	993.6	Vertical
07-03	SK0011129	Historic exploration	Kerr-McGee Oil Industries Inc.	502979.1	5746198.5	542	1002.8	Vertical
07-04	SK0009464	Historic exploration	Kerr-McGee Oil Industries Inc.	506262.8	5747138.5	537	973.8	Vertical
07-05	SK0011265	Historic exploration	Kerr-McGee Oil Industries Inc.	506225.2	5749925.5	544	982.7	Vertical
07-06	SK0007349	Historic exploration	Alwinsal Potash of Canada Ltd.	502991.2	5756045.5	551	1033.6	Vertical
08-01	SK0011401	Historic exploration	Kerr-McGee Oil Industries Inc.	520908.5	5749484.5	544	964.7	Vertical
08-03	SK0012931	Historic exploration	Kerr-McGee Oil Industries Inc.	523917.4	5754314.5	541	938.5	Vertical
08-04	SK0011508	Historic exploration	Kerr-McGee Oil Industries Inc.	520847.4	5754837.0	540	935.7	Vertical
08-05	SK0004216	Historic exploration	Kerr-McGee Oil Industries Inc.	520626.1	5732004.0	529	1025	Vertical

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BHP ID	CWI	DRILL HOLE TYPE	Owner	Easting (m)	Northing (m)	KB elevation (m)	TOTAL DEPTH (m)	HOLE DIP
08-08	SK0009433	Historic exploration	Kerr-McGee Oil Industries Inc.	514190.5	5743747.5	550	990	Vertical
08-09	SK0011403	Historic exploration	Kerr-McGee Oil Industries Inc.	517441.4	5743801.0	544	990.6	Vertical
08-10	SK0011482	Historic exploration	Kerr-McGee Oil Industries Inc.	519061.4	5745531.0	544	977.8	Vertical
08-11	SK0011267	Historic exploration	Kerr-McGee Oil Industries Inc.	519060.1	5747989.5	546	978.1	Vertical
08-12	SK0011383	Historic exploration	Kerr-McGee Oil Industries Inc.	515813.7	5747978.0	547	978.4	Vertical
08-13	SK0011128	Historic exploration	Kerr-McGee Oil Industries Inc.	520687.2	5751039.0	541	957.4	Vertical
08-14	SK0011358	Historic exploration	Kerr-McGee Oil Industries Inc.	517609.3	5751220.0	547	960.7	Vertical
08-15	SK0011376	Historic exploration	Kerr-McGee Oil Industries Inc.	514644.0	5751209.5	544	981.5	Vertical
08-16	SK0011483	Historic exploration	Kerr-McGee Oil Industries Inc.	515795.3	5754604.0	546	947.9	Vertical
08-17	SK0011268	Historic exploration	Kerr-McGee Oil Industries Inc.	519360.3	5759215.0	544	935.7	Vertical
08-18	SK0010280	Historic exploration	Kerr-McGee Oil Industries Inc.	510902.5	5751009.0	542	957.4	Vertical
08-19	SK0011164	Historic exploration	Kerr-McGee Oil Industries Inc.	510928.9	5747022.0	549	991.2	Vertical
09-08	SK0005768	Historic exploration	Kerr-McGee Oil Industries Inc.	516047.1	5724592.0	533	1158.2	Vertical
09-14	SK0016476	Historic exploration	Kerr-McGee Oil Industries Inc.	504306.9	5727442.5	544	1217.7	Vertical
11-03	SK0011269	Historic exploration	Kerr-McGee Oil Industries Inc.	525569.7	5744790.0	536	951.9	Vertical
11-04	SK0016602	Historic exploration	Kerr-McGee Oil Industries Inc.	523465.3	5763933.0	543	1068.3	Vertical

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Details of Kerr-McGee's drilling program are limited to available drilling reports filed with the Saskatchewan Ministry of Energy and Resources (SER). The holes were completed with either a T-22, Ideco 25 or Stratmaster 90 drilling rig.

A descriptive lithologic log of the cuttings and core is still available to view for these drill holes. Analytical samples were cut from the core of the Patience Lake (UPL and LPL) and Belle Plaine members. The split core samples were wrapped in double acetate bags and shipped to the Kerr-McGee research laboratory for analysis. In keeping with Saskatchewan government regulations, the cuttings, core and the other half of sample splits were delivered to the Subsurface Laboratory in Regina.

Drilling reports, which are available at the Saskatchewan government website, indicate that the quality and consistency of the work is very good, and the core recovery is indicated to be 100 per cent in the mineralized zone.

All geochemical analysis from all the Kerr-McGee drill holes, except the first three holes drilled prior to 1964, appears to have been completed at the same research laboratory, using the same analysis suite for every hole. For the initial three Kerr-McGee holes (i.e., 08-08, 07-04, 08-18), the analysis is restricted to K_2O% and insolubles%.

6 Geological Setting, Mineralization, and Deposit

6.1 Regional Geology

The Phanerozoic sedimentary wedge covers much of western Canada (Figure 6-1). It thickens southwest from the exposed Canadian Shield to a preserved thickness of over six kilometres to the west and over three kilometres to the south. This sediment cover is divided into several intracratonic basins, including the Liard Basin, Alberta Basin, and Williston basin. The Canadian segment of this sediment cover is also known as the Western Canadian Sedimentary Basin (WCSB).

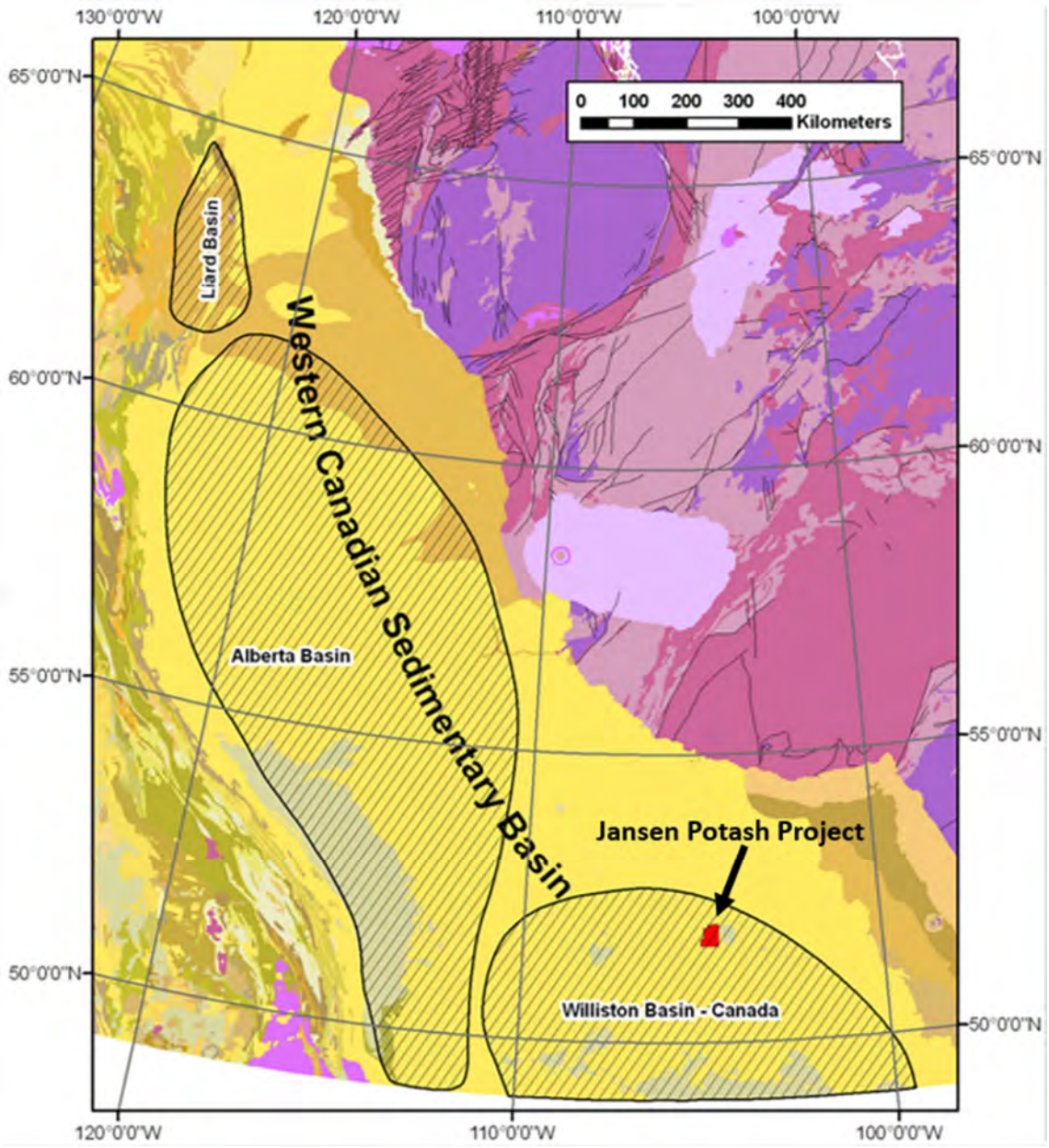


Figure 6-1: Regional Geology Map – Western Canadian Sedimentary Basin (Geological Map of Canada – Geological Survey of Canada).

6.2 Local Geology

During the Middle Devonian period, the Alberta Basin and the Williston Basin formed one larger unit, the Elk Point Basin, which was connected to the ocean in the northwest (Figure 6-1). Later,

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basin restrictions began to increase its salinity and induced the deposition of the Prairie Evaporite (PE) which hosts the potash bearing members. Middle Devonian cyclic deposition continued with Manitoba Group and Saskatchewan Group after the Elk Point Group sediments.

The Jansen potash deposit is located within the Williston Basin, a large, intracratonic, structurally simple, and horizontally bedded sedimentary basin. The Williston Basin extends from southern Saskatchewan, Canada into the northern states of the United States of America. Figure 6-2 shows the extents of potash distribution with the Williston Basin.

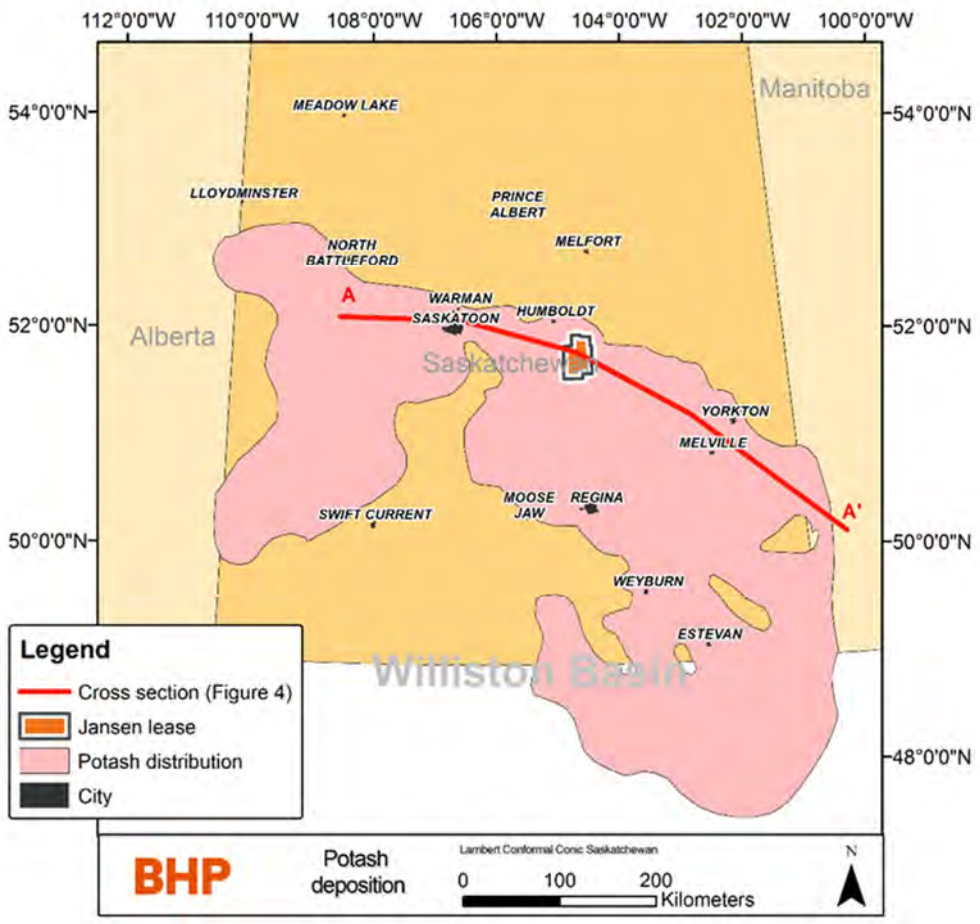


Figure 6-2: Map of potash distribution within the Williston Basin (modified from Fuzesy (1982))

Deposition of sediments in the basin began during the Cambrian geological time period, followed by an intense period of limestone, dolomite, evaporite, sandstone, and shale deposition during the geological time periods Ordovician, Silurian, and Devonian ending with Cretaceous sediments. Figure 6-3 shows a schematic cross section focused on members of interest in the Jansen area, location of the cross-section A-A' shown in Figure 6-2.

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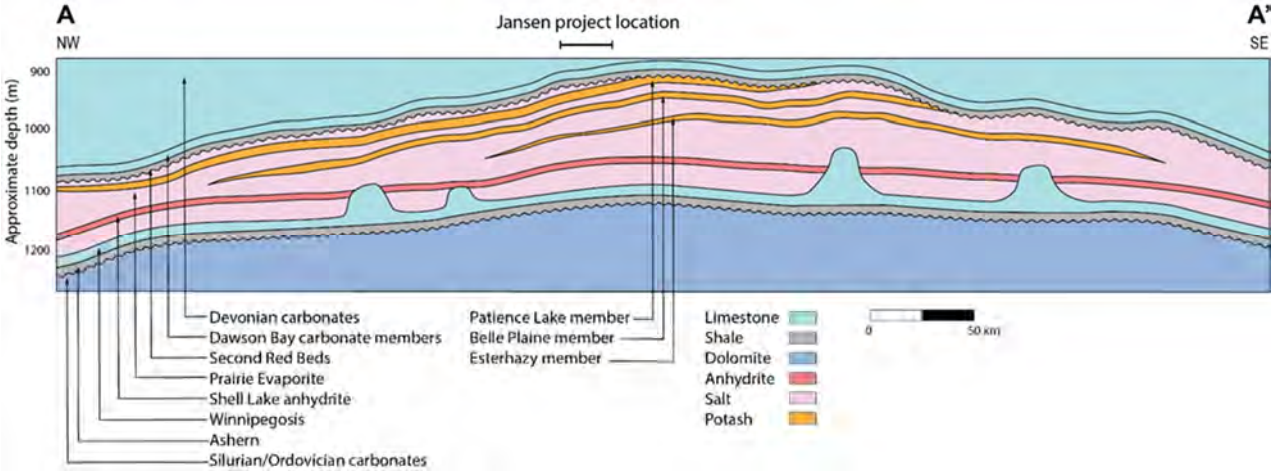


Figure 6-3: Schematic geological section showing the potash members of the Prairie Evaporite Formation. The location of the section is shown on Figure 6-2:

Figure 6-4 shows the full stratigraphic column from surface, including the key members for the Jansen potash project area.

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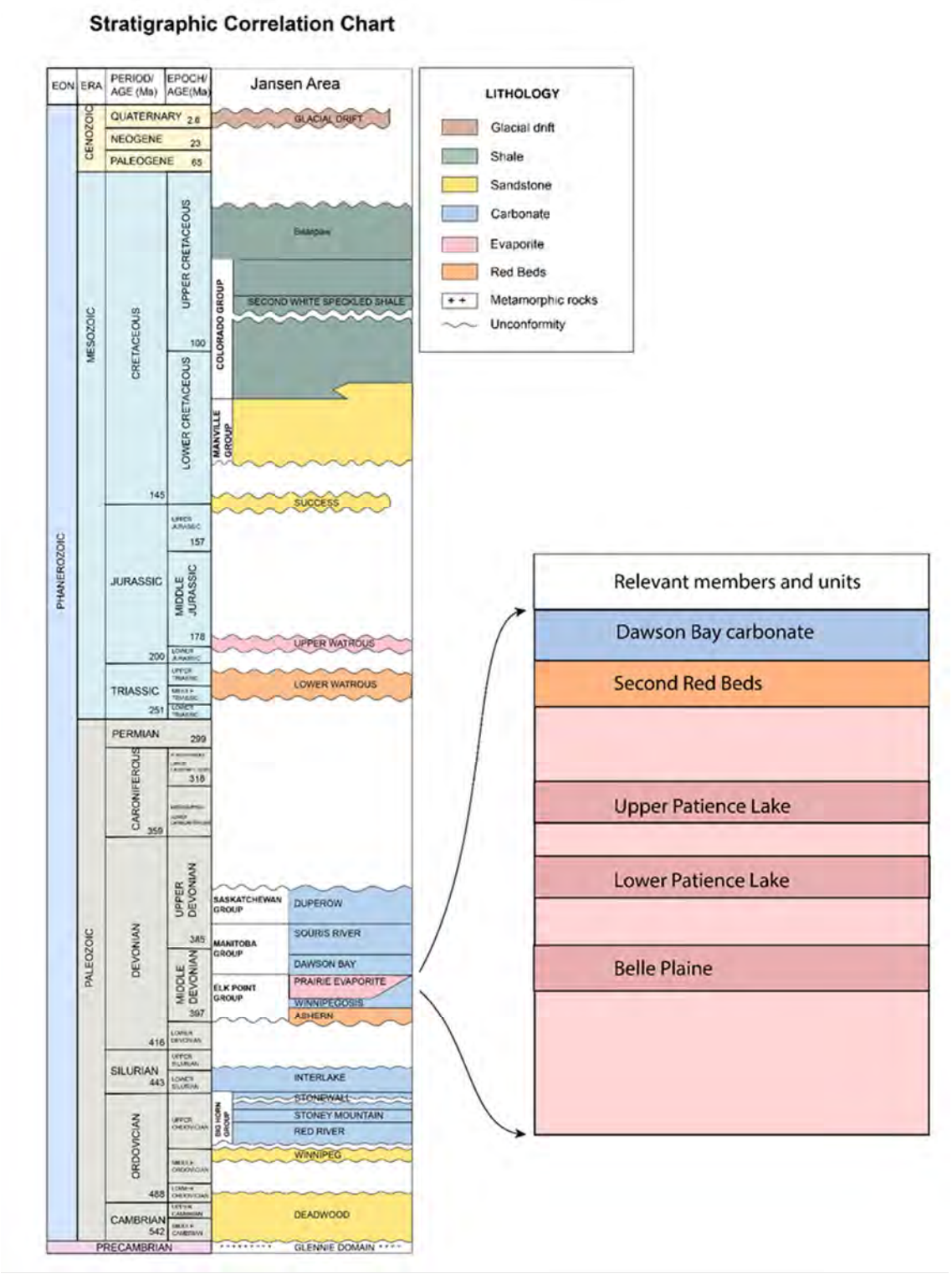


Figure 6-4: Stratigraphic column for the Jansen area (after Stratigraphic Correlation Chart economy.gov.sk.ca, 2016).

6.3 Property Geology

There is no visible rock outcrop at Jansen, the property is relatively flat open Prairie type farm land and a thick layer (100+ metres) of glacial drift deposits over lie the Cretaceous age, shale of the Bearpaw Formation (Figure 6-4). The potash beds are approximately 900 metres below surface, at the top of the Prairie Evaporite Formation which conformably overlies the predominantly carbonate layers of the Winnipegosis Formation. There are three main potash

bearing members present in the Prairie Evaporite Formation. Two are present in the Jansen area, those being the Patience Lake and Belle Plaine members. The Patience Lake Member is further subdivided into UPL and LPL sub-members (Figure 6-4 and Figure 6-5). The LPL sub-member is the potash horizon targeted for Jansen. These potash members were deposited in regionally extensive (hundreds of kilometres), horizontal layers during the repeated, cyclical periods of evaporation of a shallow, inland sea during the Devonian Period. Mineralization within the potash layers consists of a layered, repetitive sequence of sylvite (KCl) with halite (NaCl) and thin layers of insoluble dolomitic clay material (clay seams). Carnallite (KCl.MgCl2.6H2O), a mineral which can impact processing and ground stability, occasionally occurs in place of sylvite within the potash layer.

The Dawson Bay Formation includes the Second Red Beds and the Dawson Bay carbonate members on top and overlays the Prairie Evaporite Formation (Figure 6-4).

Approximately 400 metres below the Prairie Evaporite Formation are the Cambrian-Ordovician Winnipeg and Deadwood formations. Sediments of these formations were deposited in near shore, shallow water marine environments on top of the Precambrian rocks. The coarse to fine sands of the formations, host a vast deep saline aquifer that is used for brine disposal.

6.4 Mineral Deposit

The Jansen LPL sub-member is hosted within the Prairie Evaporite Formation, and was deposited in regionally extensive, horizontal layers during the repeated, cyclical evaporation of a shallow, saltpan environment during the Devonian period. LPL potash is composed of combinations of halite (NaCl), sylvite (KCl) with variable amounts of disseminated insolubles and clay seams (Figure 6-5). The LPL is subdivided into four mineralization cycles for detailed geological characterization of the potential mining horizon. The LPL sub-member is an approximately five metres thick potash unit interspersed with thin clay seams. The LPL top is marked by a clay seam (named the 406) that is overlain by an approximately 2.5 metres thick halite unit. The bottom of the LPL unit is marked by a clay seam (named the 401). The mineralization of the LPL is restricted to the 406 to 401 interval. The clay seams are consistent throughout the potash basin and the Jansen area and can be easily correlated between the drill holes.

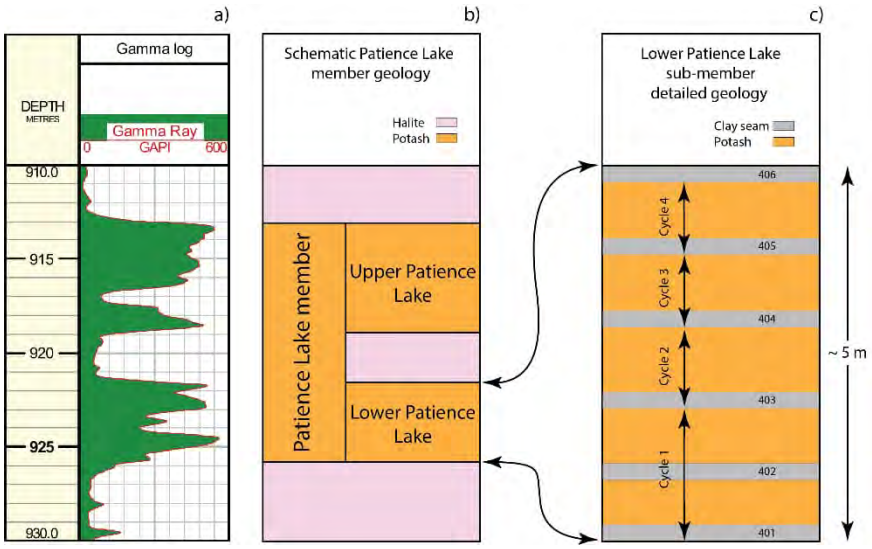


Figure 6-5: Detailed stratigraphy of the Patience Lake Member.

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Safe mining practice in the Prairie Evaporite Formation requires a competent rock immediately above the top of the LPL sub-unit. The interval between the 406 and 407 clay seams, mainly consists of halite with some minor insoluble bands, traditionally known as the Shadow band (SB) and Henry Marker (HM). These are considered potential geotechnical hazards as they, in some areas, weaken the mining roof and may require extra ground support or additional cutting and increase the dilution. Their effect was taken into account in reserve calculations.

The Saskatchewan potash deposit is an example of a potash hosting evaporite sequence. This large and flat deposit extends from east to west in the province and shows relative uniformity, except where there are anomalies due to local dissolutions of the potash beds or clay seams. There is also no faulting at the level of the potash beds.

The main types of anomalies defined by Mackintosh and McVittie (1983) are called washout, leach and collapse anomalies. The generic classification is still valid, although the anomalies can be seen with different combinations (Figure 6-6). Washout and leach anomalies are also called no-potash anomalies. Collapse anomalies are characterized by a loss of recognizable potash strata through salt dissolution, replaced by brecciated, re-cemented, and recrystallized material, with breccia blocks typically derived from the overlying strata. Diameters may range from several tens of metres up to hundreds of metres. These cylindrical structures are characterized by the complete or near complete destruction of the original geological layering, as observed on seismic data by the total or almost total loss of reflection.

Collapse anomalies have been classified based on the level of connectivity to water sources and size to help standardize the terminology. Class 1 is the highest risk class as the Prairie Evaporite Formation and overlaying carbonate units are altered and disturbed on the seismic data. Class 2 shows disturbed Devonian carbonates and Class 3 type collapse anomalies are typically restricted to the Dawson Bay Formation. During the exploration program these features are mapped using 3D seismic surveys, (see Section 7.1.4 for details).

Carnallite occurrences are also considered as anomalies. Carnallite is undesirable in the mining and processing environment. Its physical properties effect ground conditions negatively and relatively low potassium and high magnesium content can interfere with ore processing. High carnallite content areas are mapped with 3D seismic surveys and avoided in the mine plan.

The geology of the basin and its geological formations are well known from extensive exploratory drilling for hydrocarbons and minerals and from geophysical data collected since 1952. This basin wide geological information is publicly available from the Saskatchewan Geological Survey in the form of maps, cross-sections, drill hole-based formation contact identification, core from historical drill holes, and other publications. Potash exploration drill hole information is confidential for the first five years after drilling, afterwards it becomes publicly available.

It is the Qualified Person’s opinion that Saskatchewan’s potash deposition geology is well understood based on mining in the region for 60 years and available information. The data collected for the Jansen potash project and interpretation based on the data collected is consistent with this current understanding.

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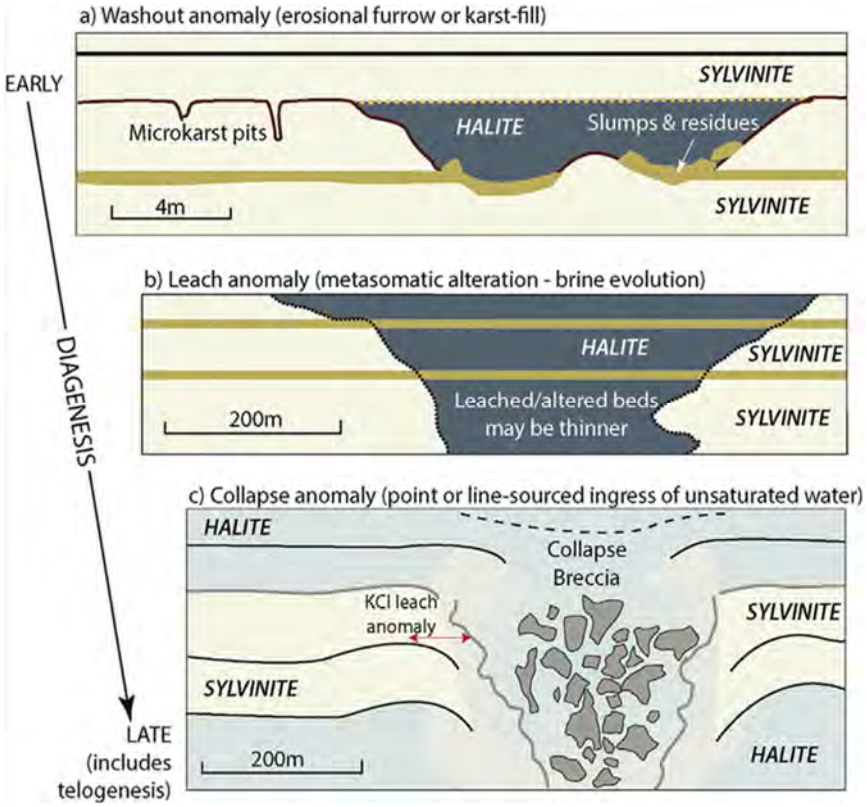


Figure 6-6: Three main types of anomalies (Mackintosh and Mc Vittie (1983)).

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7 Exploration

The main exploration methods for potash in Saskatchewan are drilling and reflection seismic surveys. Drilling is typically conducted using petroleum industry rotary rigs to obtain core samples and to acquire rock property measurements with geophysical well logging tools lowered into the drill hole. Reflection seismic surveys are acquired along lines (2D) or over an area (3D) to obtain images of subsurface geology. The seismic data are used for mapping geological structures and to obtain subsurface rock physical property information. Figure 7-1 shows the potash exploration coverage, including seismic surveys and drilling.

7.1 Exploration Work (Other Than Drilling)

BHP Canada reflection seismic surveys include the following:

- Reconnaissance 2D seismic surveys between June 2007 and August 2007.
- Two 3D seismic surveys were completed from October 2007 to March 2008 and from October 2008 to March 2009.

7.1.1 Procedures and Parameters Relating to the Surveys and Investigations

BHP Canada geophysicists and their representatives were involved in the design, planning, field acquisition, and processing of all the surveys.

Both the 2D and 3D seismic surveys are designed to provide the optimal image of the subsurface geology from the base of the Cretaceous age sediments (~ 400 metres depth) to the top of the Precambrian (~ 1,500 metres depth).

The east-west 2D survey lines are spaced 3.2 kilometres (2 miles) apart, with occasional north-south lines connecting them at approximately 20 kilometres apart. Placement of the 2D seismic survey lines utilized the grid roads established by the Dominion Land Survey system.

The 3D seismic surveys are positioned over areas that appeared to be the most prospective based on the interpretation of the 2D data. Large 3D seismic surveys are acquired in 400 to 600 square kilometre pieces over several data collection seasons. The 3D seismic survey field operations are carried out in winter, between October and March, to minimize the impact on farming and environment.

Seismic data processing history:

- The 2D survey data were first commercially processed in 2007, immediately after acquisition. In 2009, the 2D line data were re-processed with the supervision of BHP Canada geophysicists.
- The 3D seismic surveys data were processed as individual surveys, immediately after acquisition. The BHP Canada 3D seismic surveys were merged with the 2006 Anglo Minerals 3D seismic survey during processing, and the volumes were merged.
- In 2011, the three 3D seismic volumes were combined at the field data level and were reprocessed to provide one single, jointly processed time volume.

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- Development in seismic processing algorithms warranted another joint re-processing in 2016. The work on this version incorporated all the learnings gained by the BHP Canada geophysicist interpreting the 2011 version.
- In 2018/2019 new processing work (Pre-Stack Depth Migration) was carried out on the joint 2016 data that provided an enhanced subsurface image volume in depth.

7.1.2 Sampling Methods and Sample Quality

Table 7-1: Seismic survey sampling

Survey	Horizontal trace spacing	Subsurface fold at Prairie Evaporite	Vertical sampling
2D	10 m along the line	~ 75	1 ms
3D	30 m both in X and Y direction	~ 15	1 ms (time volumes) 2 m (depth volumes)

The quality of the collected seismic data is continuously monitored during acquisition. This includes monitoring field equipment performance, environmental noise, and collected geographical survey information. If any parameters exceeded the defined threshold, the acquisition is stopped until the problem is fixed, or in the case of weather-related delays until conditions improve. Geographic survey information is checked and verified independently by a third-party surveying company.

The seismic data processing workflow includes further strict QA/QC steps that seek to ensure the highest possible quality results, which included among other things:

- checking source and receiver locations
- removing noisy recordings
- testing parameters for each processing step and comparing data before and after subsequent steps

Processed seismic lines/volumes at different stages of the workflow were delivered to BHP Canada's site geophysicist for evaluation and quality checking and feedback was provided to the processors.

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7.1.3 Information about the Area Covered

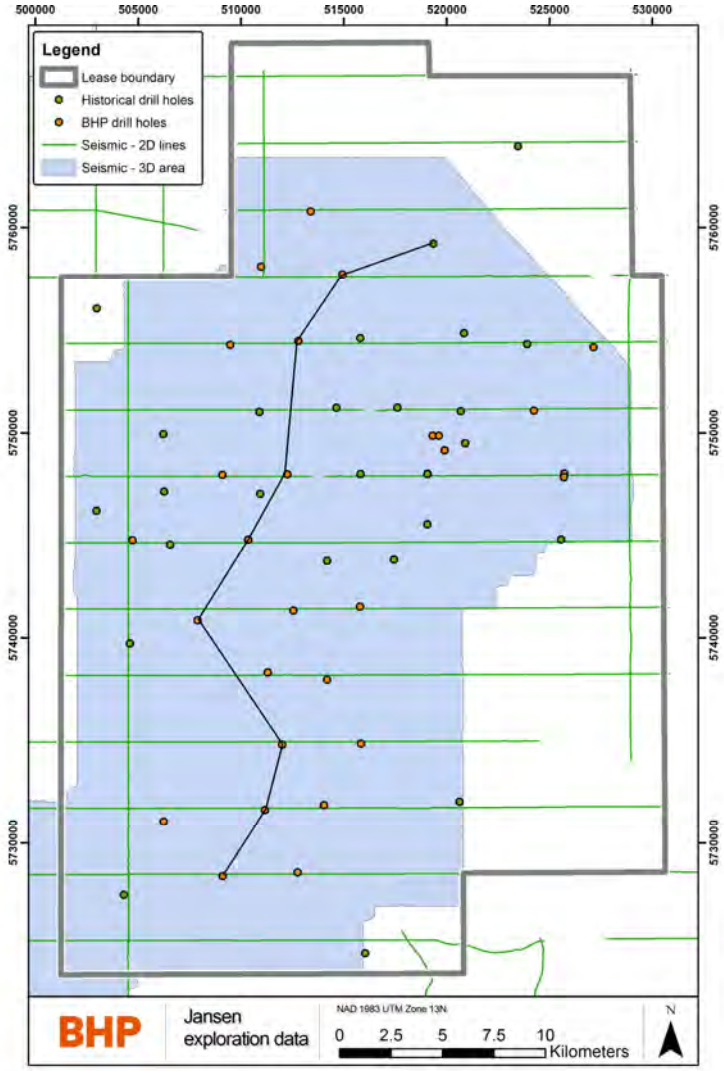


Figure 7-1: Exploration coverage. The black line shows the location of the cross section displayed in Figure 7-5.

The 2D seismic surveys cover the entire Jansen lease. The 3D seismic surveys cover approximately 75 per cent of the lease.

7.1.4 Significant Results and Interpretation

Subsurface images of the 2D seismic survey on a regional scale successfully identified areas where the detailed exploration efforts needed to be focused, away from large scale anomalous geological features and disturbed geology. The BHP Canada exploration drill holes were positioned where 2D seismic information was available to reduce the risk of drilling into disturbed geology. The 3D seismic survey was also positioned based on this information to image the most prospective areas.

The 3D seismic survey successfully imaged structural features (collapse anomalies) that pose hazards to the mining operation and were classified based on the severity of disruption that occurs in the stratigraphy (Section 6.4). Topography of major geological interfaces, for example the top of the Prairie Evaporite Formation, are also mapped (Figure 7-2).

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Quantitative interpretation of the seismic response from the LPL zone allowed identification of anomalous geological areas located within the LPL member, i.e. carnallite and no-potash anomalies. In the Qualified Person's opinion, the level of detail in the surveys is sufficient to enable the development of the geological model to form the basis of Mineral Resources Estimate (as detailed in Section 11 of this report). The confidence in the granularity of the surveys is sufficient to assign higher levels of classification (Measured and Indicated) between the sampling points.

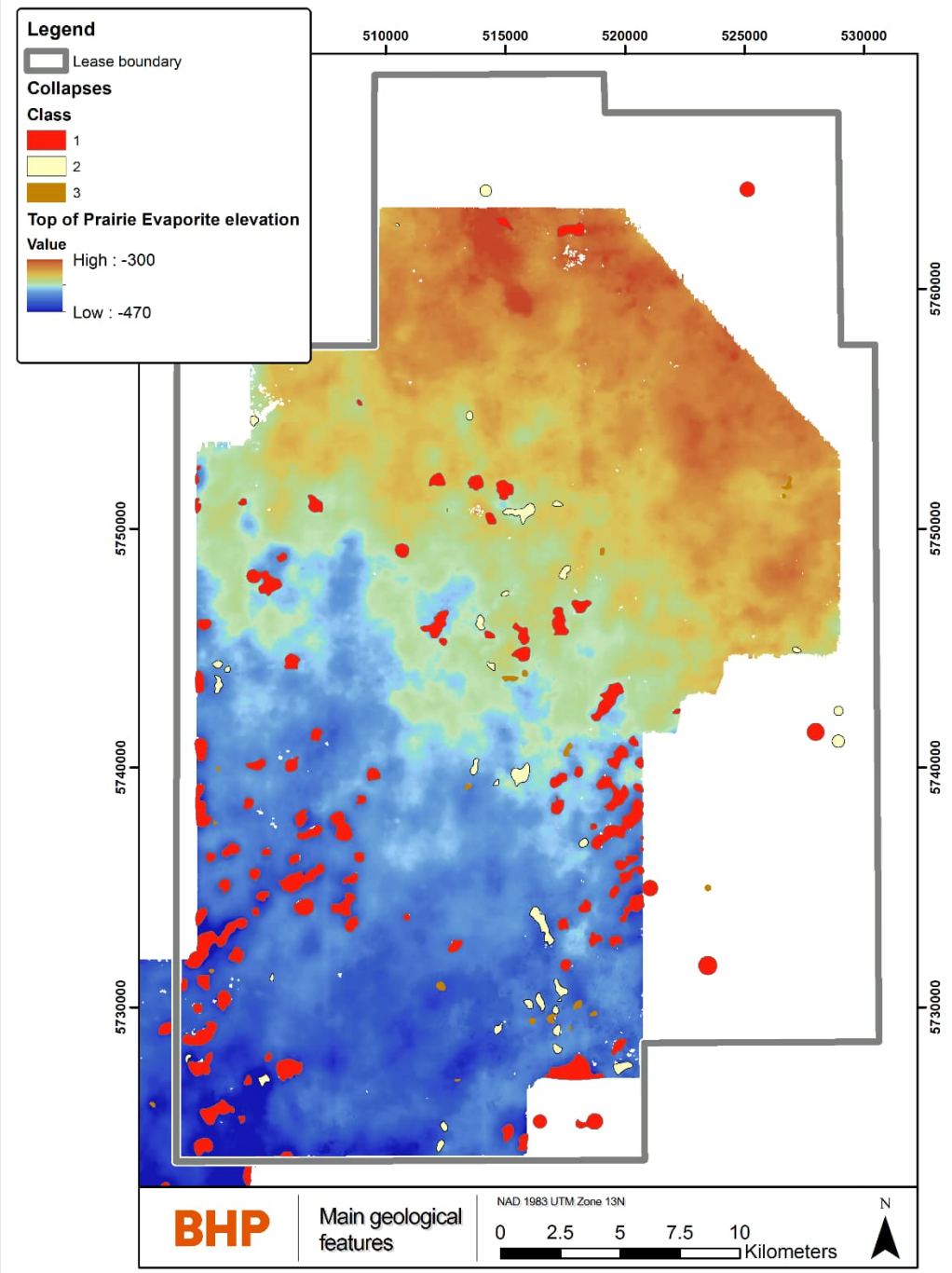


Figure 7-2: Structural features and top of Prairie Evaporite elevation imaged by 3D seismic

The seismic imaging is a mature technology originating in the oil and gas industry and has been successfully adopted by the potash mining industry. It is the opinion of the Qualified Person that the quality of the seismic surveys collected on the Jansen lease are excellent and the structural

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and the quantitative interpretation work carried out at Jansen by BHP Canada geophysicists are at an industry standard practice level.

7.2 Exploration Drilling

Exploration drilling was carried out by BHP Canada:

- to obtain physical samples for geological mapping, geochemical analysis, rock mechanics and metallurgical testing,
- to acquire rock physical and hydrogeological property measurements using geophysical well logging,
- to acquire hydrogeological testing data from the brine disposal zone.

Drill hole locations were selected based on information obtained from the 2D and 3D seismic program to avoid structural features and regional potash anomalies. The distribution and spacing of the drill holes were chosen to complement the historical drilling locations to provide a uniform drill hole coverage across the central part of the lease area.

7.2.1 Drilling Type and Extent

All drill holes were drilled using petroleum industry oil rigs (Figure 7-3) with the rotary drilling method. The equipment requires an approximately 150 metres x 150 metres size drilling pad for the rig, equipment, and offices. The drilling operation was running 24/7 with contracted site geologists and BHP representatives overseeing the drilling and data collection operations. After completion of the drilling the drill site was reclaimed to its original state.



Figure 7-3: Oil rig used in BHP Canada potash exploration drilling

A summary of the drilling information is shown in Table 7-2:. Geophysical well logging was conducted in all holes from top to bottom.

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Table 7-2: Summary of BHP Canada drilling information

Type of Drilling	Number of Drill Holes	Metres Drilled	Metres Analysed Using Geochemistry	Year
Potash exploration	24	24,500	596	2008-2009
Disposal zone testing and monitoring	2	3,100	-	2014
Shaft Pilot hole	2	2,076	89	2009
Shaft geotechnical	1	590	-	2014
Brine Injection well	1	1,500	-	2016
Total	**31**	**28,976**	**685**	-

7.2.2 Drilling, Sampling and Recovery Factors

Potash exploration drill holes

The stratigraphy of the region is well established based on the exploration completed to date. Most of the holes were drilled into the Prairie Evaporite Formation and were terminated once all the potash beds were intersected, below the Belle Plaine Member. A limited number of holes were drilled through the Prairie Evaporite into the Interlake Formation to provide calibration information for seismic analysis. One exploration hole was drilled to the Precambrian basement to obtain information about the entire sedimentary column including the target formation for brine disposal.

The drilling plan for each drill hole is divided into four sections:

- Section 1 – Conductor and surface section, installation of the conductor and drilling to set a required surface casing point (244.5 millimetres), as prescribed by the Saskatchewan Oil & Gas Conservation Regulations 1985.
- Section 2 – Intermediate section, drilling to the core point and setting a 177.8 millimetre intermediate casing string.
- Section 3 – Core section, drilling and coring using mineral oil-based mud utilizing 156 millimetre core equipment.
- Section 4 – Deep section, drilling either to the Interlake Formation or the Precambrian basement with 156 millimetre bit.

After drilling, the holes are plugged by cement and abandoned following the Saskatchewan Oil and Gas Conservation regulation procedures.

Details are shown in Figure 7-4, including abandonment procedures.

Exploration core recovery is 99.95 per cent which is considered excellent by the Qualified Person. Core depths are corrected to the geophysical logs depth to obtain a common depth reference for all data. The high core recovery enabled BHP Canada to take representative samples for the basis of the Mineral Resources estimate.

Drill hole locations are surveyed at planning and after spudding by a professional surveyor. During drilling the maximum deviation from the vertical was set to three degrees and was monitored continuously with downhole instruments. The drill holes' trajectory is surveyed after completion using the orientation logging tool that is deployed as part of the geophysical well logging program.

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All holes are close to vertical with offset less than 10 metres between the surface coordinate and bottom hole coordinate. The shaft pilot holes were drilled with very small deviation tolerances.

All sampling, including geophysical logging, is conducted with QA/QC procedures in place with targets set and monitored, see Section 8 for details regarding these QA/QC procedures.

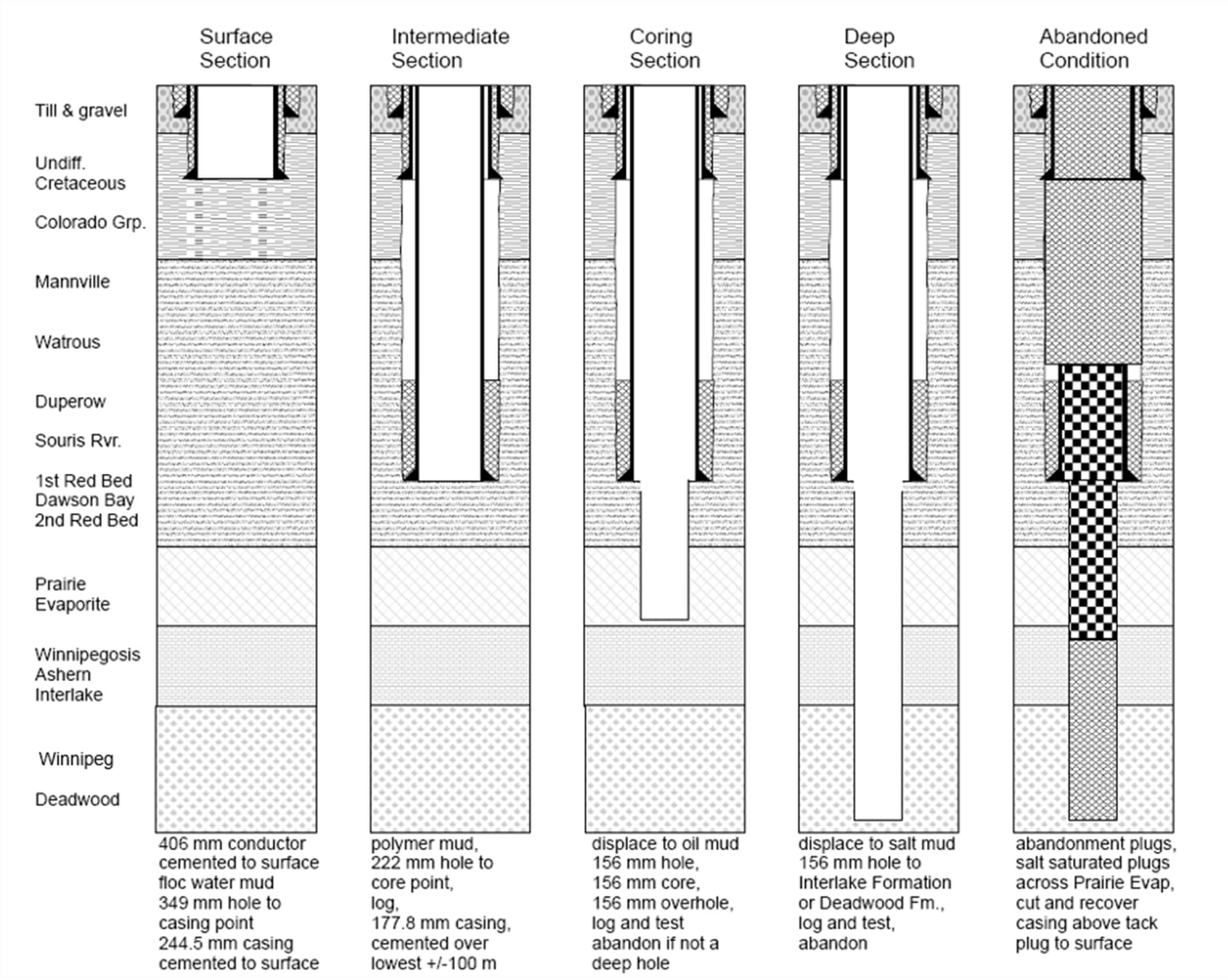


Figure 7-4: The four sections of the exploration drilling program and abandonment procedures.

Brine disposal zone monitoring and testing holes and disposal hole

Two holes were drilled to obtain hydrogeological and rock mechanics information from the brine disposal reservoir zone. The preparation and execution were identical to the exploration holes except after setting surface casing the holes were drilled to the top of the Winnipeg Formation, then logged and cased. The lower section was drilled through the Winnipeg Sand and Deadwood formations into the Precambrian. Geophysical logging, hydrogeological formation testing and rock mechanics testing programs were carried out in this section (details in Section 7.3). Once the testing was completed the hole was cased and pressure and temperature monitoring equipment was installed at the Deadwood Formation (details in Section 7.3).

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The brine disposal drill hole was drilled with similar set up, methodology, and data collection program to the monitoring holes, except the reservoir section was developed for the injection operation.

Shaft pilot holes and geotechnical hole

Two pilot holes and a geotechnical hole were drilled to support the shaft sinking. The pilot holes, after the placement of the conductor and surface casing section, were continuously cored to the base of the Prairie Evaporite Formation. Geophysical well logging and hydrogeological testing were conducted before the pilot holes were plugged. The shaft geotechnical hole was drilled in a similar way to provide additional information for shaft sinking operations.

It is the opinion of the Qualified Person that the data (core, geophysical logs, hydrogeological testing data, etc.) obtained by drilling have a good quality and are reliable. They are suitable to be used for geological, hydrogeological, and other model development and related studies.

7.2.3 Drilling Results and Interpretation

In agreement with the well-recognized regional geological and structural architecture of the Williston Basin, the drilling results show that the geological layers dip approximately 0.1 degrees to the southwest. The use of vertical holes is therefore deemed by the Qualified Person to be appropriate and ensures representative thicknesses are achieved across each stratigraphic unit. All anticipated stratigraphic units were present in the drill holes with normal thicknesses and lithologies, no unexpected geological conditions were encountered.

The exploration drilling further confirmed the presence of the Prairie Evaporite Formation and the UPL, LPL and Belle Plaine members in the entire Jansen lease. The depth of the LPL was found to be between approximately 850 metres in the north and approximately 1,050 metres in the south (Figure 7-5).

Holes drilled deep into the disposal reservoir confirmed the presence of the Winnipeg Sand and Deadwood formations with expected thickness, lithology, and hydrogeological properties.

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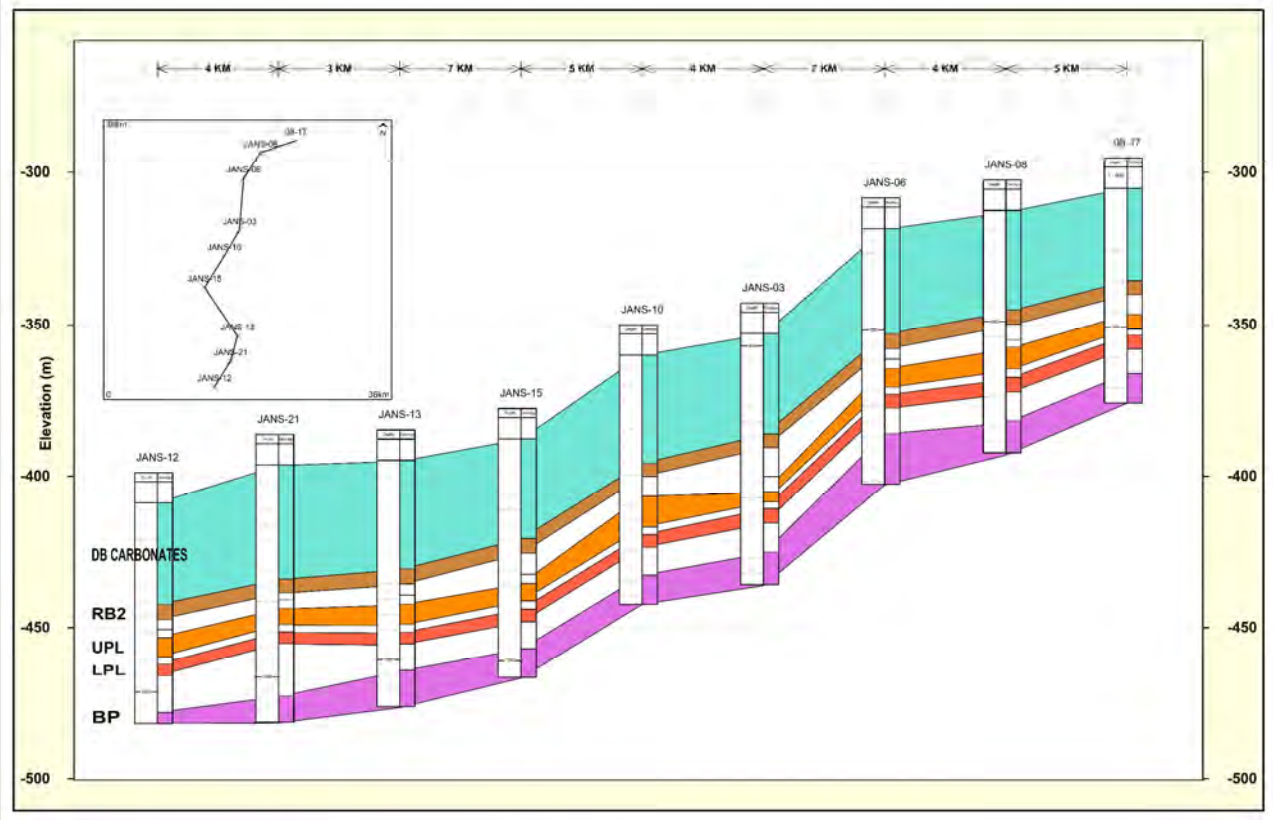


Figure 7-5: North-South cross section showing main potash and geological units immediately above, (DB Carbonates – Dawson Bay Carbonates Member, RB2 – Second Red Beds Member, UPL – Upper Patience Lake sub-member, LPL – Lower Patience Lake sub-member, BP – Belle Plaine Member). The vertical axis is in elevation (m). Both historical and BHP Canada drill holes are included.

7.3 Hydrogeology

The hydrogeology of the Jansen Project area consists of two groundwater systems:

- Near surface groundwater system that encompasses glacial till, silt, clay, sand and gravel
- Deep groundwater system that is characterized by underlying carbonates and sandstones units

The groundwater systems are separated by a low permeability shale formation.

7.3.1 Near Surface Hydrogeology

Introduction

The near surface hydrostratigraphy is generally comprised of a complex sequence of sediments which include inter-bedded water bearing formations (i.e. aquifers for groundwater source) and low permeability sediments (i.e., aquitards as natural barriers to brine migration from the surface tailings facility). These stratified sediments, above the bedrock (Bearpaw Formation), are collectively known as glacial drift, and form a multi-stacked aquifer system across the Jansen Project area. The near surface hydrostratigraphy of the project area is summarized in Figure 7-6.

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Stratigraphy			Lithology		Hydrogeology
Group	Formation	Unit or Member			
Saskatoon	Surficial Stratified Deposits	Alluvium	Silt, Sand, Gravel	Clay, Silt, Sand	Surficial Aquifer/Aquitard
			Silt, Sand, Gravel	Clay, Silt, Sand	
		Haultain	Silt, Sand, Gravel	Clay, Silt, Sand	
			Silt, Sand, Gravel	Clay, Silt, Sand	
	Battleford		Till		Aquitard
			Gravel, Sand, Silt, Clay		Battleford Aquifer
	Floral	Upper	Till		Aquitard
		Riddell (Middle)	Gravel, Sand		Upper Floral Aquifer
		Lower	Till		Aquitard
			Gravel, Sand, Silt, Clay		Lower Floral Aquifer
			Till		Aquitard
Sutherland	Warman		Till		Aquitard
			Gravel, Sand, Silt, Clay		Warman Aquifer
	Dundurn	Upper	Till		Aquitard
			Gravel, Sand, Silt, Clay		Upper Dundurn Aquifer
		Lower	Till		Aquitard
			Gravel, Sand, Silt, Clay		Lower Dundurn Aquifer
			Till		Aquitard
	Mennon	Upper	Till		Aquitard
			Gravel, Sand, Silt, Clay		Mennon Aquifer
			Till		Aquitard
Empress		Upper	Gravel, Sand, Silt, Clay (Proglacial)		Aquifer
		Lower	Chert and Quartzite Sand on Gravel (Preglacial)		

Figure 7-6: Schematic Near Surface Hydrostratigraphy in the Jansen Project Area

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Data collection and QAQC

The near surface hydrogeology of the project area was evaluated by SNC Lavalin Inc. (previously MDH Engineered Solution Corp.) from 2008 to 2011. The near surface groundwater system was studied for the selection of suitable surface facilities (e.g., tailings management area and other infrastructure) to reduce the risk of shallow, aquifer contamination due to the long-term brine migration beneath the salt tailings facility, and for potential sourcing of water.

More than 200 boreholes were drilled for the hydrostratigraphic investigation, testing, and instrumentation (Figure 7-7). Over 100 monitoring wells (124 standpipe piezometers and 20 vibrating wire piezometers) were installed around the surface tailings management area perimeters as well as other strategic places to conduct borehole geophysical logging, hydraulic testing (slug test and pumping test), and collect groundwater samples for the acquisition of hydrogeological data and baseline groundwater chemistry. Numerous slug tests and one long duration (14 days) step drawdown pumping test were conducted. The data were analysed to estimate the hydraulic parameters of the aquifers and aquitards (Table 7-3). Tri-axial permeability tests were conducted to estimate the vertical hydraulic conductivity of the formations. A

groundwater monitoring network system was established within almost all near surface aquifers to better understand the groundwater flow system and potential hydraulic connection between aquifers.

Table 7-3: Summary of Hydraulic Conductivity Values for the Near Surface Hydrostratigraphic Units

Formation	Hydraulic Conductivity (m/s)		
	Minimum	Median	Maximum
Oxidized Saskatoon Group Sediments	2.2E-09	3.5E-08	2.1E-06
Upper Floral Till*	3.0E-11	7.5E-11	2.0E-10
Upper Floral Aquifer	2.6E-08	8.3E-05	2.0E-03
Lower Floral Till	5.0E-11	1.0E-10	1.6E-08
Lower Floral Aquifer	1.0E-07	8.1E-05	1.6E-03
Warman Till*	9.0E-11	9.5E-11	1.0E-10
Warman Aquifer	1.4E-05	1.5E-05	1.6E-05
Upper Dundurn Till*	3.0E-11	1.2E-10	2.0E-10
Upper Dundurn Aquifer	1.3E-06	8.8E-06	1.7E-05
Mennon Aquifer	4.3E-05	4.3E-04	5.7E-04
Empress Group Aquifer	8.4E-06	9.3E-05	2.4E-03

* Includes only the tri-axial permeability test results

Quality Assurance and Quality Control (QA/QC) were utilized for all field work, analysis, and reporting. All work was completed using MDH trained engineers and professional hydrogeologists with provincial practicing licenses (Professional Engineer/ Professional Geoscientist). All drilling and installations were completed under the continuous supervision of trained engineers and geoscientists.

All groundwater samples were collected and analysed in accordance with the groundwater sampling standards and procedures and the ISO/IEC 17025:2005 accredited Laboratory Quality Management System (ALS Laboratory and Maxxam). Standard Chain of Custody protocols were followed during handling and transportation of all samples. Laboratory QA testing was completed by submitting blind and duplicate samples for comparative testing.

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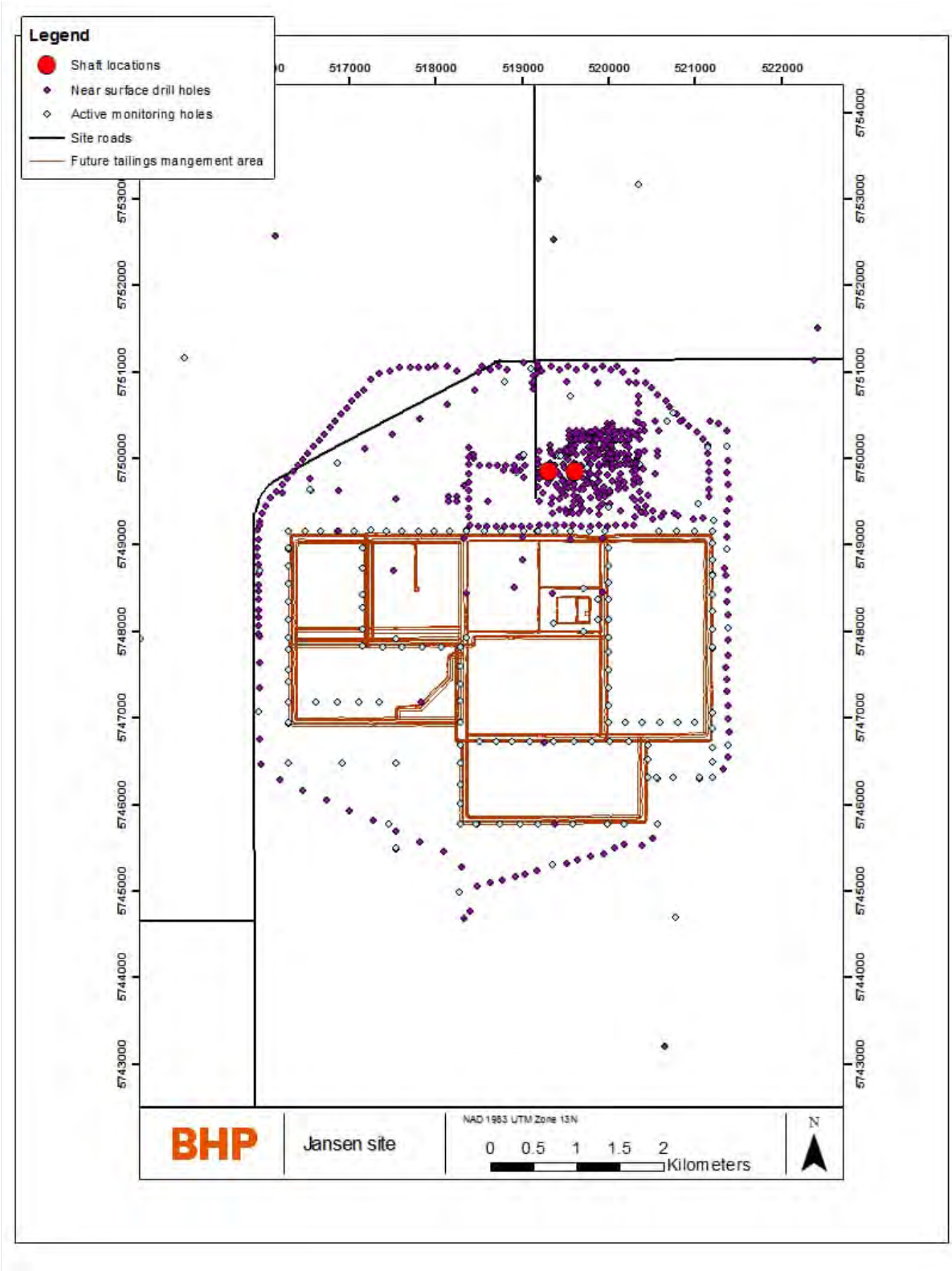


Figure 7-7: Location Map of Boreholes and Monitoring Wells

All data compiled within all reports (tables, spreadsheets, figures, borehole logs, cross-sections. Etc.) was reviewed to reduce the potential for error. To assure the quality of the final reports, all draft reports were reviewed by a senior MDH engineer.

Results and Interpretation

The near surface drilling, sampling and testing successfully delineated multiple aquifers and aquitards (Figure 7-8) beneath the TMA and determined their hydraulic properties (Table 7-4). In the Qualified Person's opinion, the level of detail in the hydrogeological investigations was sufficient to enable the development of a groundwater flow and contaminant transport model and formed the basis of groundwater protection from the brine migration. In the opinion of the Qualified Person, the silt and clay rich till of the Sutherland Group and the Saskatoon Group should act as the primary natural barriers to groundwater contamination at the tailings site based on the technical information available at the time of preparation of this report.

7.3.2 Deep Hydrogeology

Introduction

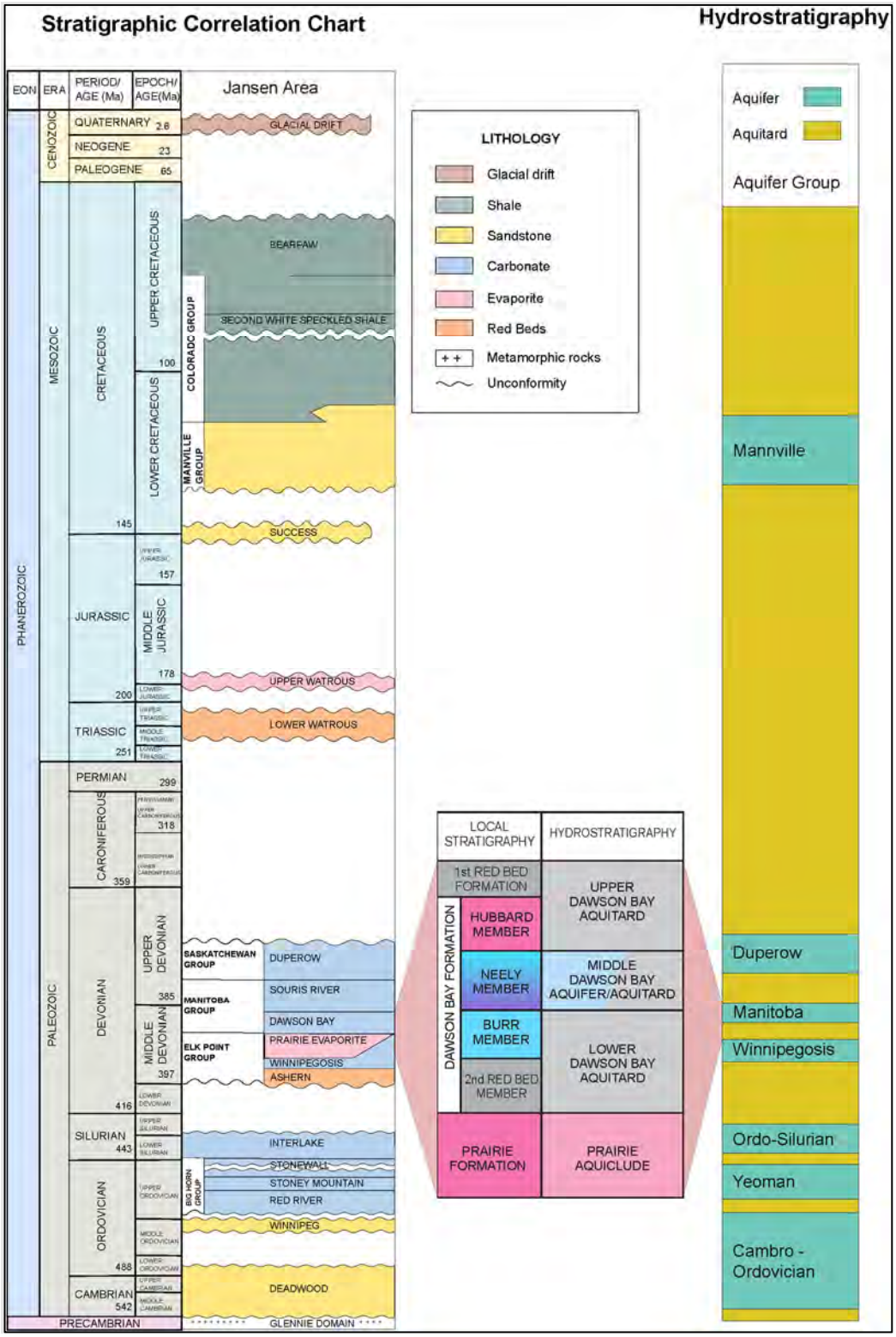
In descending order, the deep groundwater system consists of seven major water bearing formations. These formations are described below with their implications:

- Mannville Aquifer: Presents significant risk to shaft construction; however, it is a potential groundwater resource for mining and operation
- Duperow Aquifer: May pose risk of water inflow into a shaft or a mine (if it is hydraulically connected to the underlying water bearing formations)
- Souris River Aquifer: May pose potential risk of minor water inflow into a shaft or a mine (if it is hydraulically connected to the underlying water bearing formations)
- Dawson Bay Aquifer: In close proximity to the mining horizon and generally interpreted as dry (low permeability formation) in nature. May pose potential risk of water inflow into a mine if hydraulically connected to adjacent aquifers
- Winnipegosis Aquifer: May pose risk of water inflow into a mine from below when inadequate cap rock for the brine disposal horizon occurs or its integrity is impacted from the disposal operation
- Winnipeg Sand Aquifer: Subsidiary brine water bearing formation for underground brine disposal in the project area
- Deadwood Aquifer: Principal brine water bearing formations for underground brine disposal in the project area

The last two aquifers are usually named together as the brine disposal horizon. The deep hydrostratigraphy of the project area is summarized in Figure 7-8.

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Note: The Interlake Formation within the Jansen Project area is found to be a low permeability formation and not considered an aquifer unit.

Figure 7-8: Schematic Deep Hydrostratigraphy in the Jansen Project Area (modified based on Figure 6-4)

Data collection

The deep hydrogeology of the project area was evaluated using oil field techniques by consultants (Schlumberger, Baker Hughes, Norwest, RESPEC, etc.). The deep groundwater system was investigated to assess potential risk of water inflow into a mine and to design a wellfield for the

underground disposal of potash waste brine. Eleven drill holes were tested to acquire hydraulic properties of the major aquifers of interest such as the Dawson Bay, Winnipeg Sand and Deadwood formations. Four out of eleven deep drill holes focused on the deep hydrostratigraphic investigation, testing, and instrumentation within the brine disposal horizon. Two deep monitoring wells are continuously collecting the formation pore pressure and temperature data of the brine disposal horizon to assess potential impact from the ongoing disposal operations in other mine sites in Saskatchewan.

Drill stem tests were performed in five exploration drill holes and two shaft pilot holes to assess the water deliverability potential of the Dawson Bay Formation. The tests indicated the low permeability nature of this formation. Following the drill stem tests, Formation Multi-tester (FMT) wireline tests were performed to measure the formation pore pressure and estimate the permeability values at several test points in 19 drill holes. Magnetic Resonance Logging was also conducted using Nuclear Magnetic Resonance (NMR) or Combinable Magnetic Resonance (CMR) tools to assess the water content in the formations in 25 drill holes. Five core plug samples from two exploration drill holes were additionally tested and analyzed in the independent laboratory “Core Laboratories, Inc.” in Houston to estimate the porosity and permeability of the Dawson Bay Formation. The laboratory results from four samples indicated the low permeability nature of the formation except for one sample that showed a relatively high permeability value (338 mD). The Dawson Bay Formation is considered one of the key hydrostratigraphic units for mine excavation, which overlies the Jansen mine level.

Modular Formation Dynamics Tester (MDT), Vertical Interference Test (VIT), and FMT tools were used in one deep drill hole to obtain hydraulic properties of the deep water bearing formations, with a special focus on the brine disposal horizon and caprock formations. Groundwater samples were also collected for baseline chemistry and isotope analysis. The MDT Live Fluid Analyzer (LFA) optical technique was utilized to ensure the sample quality by monitoring the fluid as it flows, its resistivity, and optical density. Mini-Frac and pressure falloff tests were performed to understand the formation pore pressure regime of the disposal horizon. A step rate injection test was conducted at the first potash waste disposal well to estimate the regulated wellhead injection pressure in accordance with the disposal and injection well regulatory requirements.

The data from all tests were analysed to characterize the major water bearing formations and compiled for the use of analytical and numerical brine disposal wellfield modelling. Table 7-4 provides a summary of the hydraulic parameters and values for the brine disposal horizon.

Hydrogeological Modelling

To assess the risk associated with the brine disposal horizon and its sustainability, analytical models were developed by consultants (SNC Lavalin) from 2010 to 2019. In 2019, BHP Canada also developed a three-dimensional numerical brine disposal model using the industry standard groundwater modelling software FEFLOW to assess the formation pore pressure build-up and distribution during the disposal operation. The model was reviewed by an independent third party and updated based on the review comments and recommendations. An uncertainty analysis of the updated model was performed using a new probabilistic approach to quantify model uncertainties in 2022. BHP Canada additionally developed a three-dimensional reservoir geomechanical model to assess the risk and uncertainties associated with the brine disposal horizon and the overlying caprock. In the Qualified Person’s opinion, the Deadwood Aquifer and

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the Winnipeg Sand Aquifer are available for the disposal of waste brine and no material adverse impact in the brine disposal operation is expected for the Jansen Stage 1 at the time of preparation of this report. The risk and uncertainty associated with the long-term sustainable capacity of the brine disposal horizon will be assessed as waste disposal operation begins and advances.

Table 7-4: Summary of Hydraulic Parameters and Values Measured in Field for the Brine Disposal Horizon

Formation Name	Permeability (mD)		Porosity (%)	Comments
	Horizontal	Vertical		
Winnipeg Sand	0.1 – 3000	Not Available	6 – 28	Permeability values based on borehole logs. A large-scale test (such as injection test) was not conducted to determine the horizontal and vertical permeability values due to the small thickness (~ 18 m) and minimum usable disposal reservoir interval (~ 8-9 m) of this formation.
Deadwood	288 – 403	29 – 43	3 – 28	Permeability values based on MDT/MDT-VIT/Injection Test

Results and Interpretation

The characterization of the major deep water bearing formations in the Jansen Project area is in agreement with the regional hydrogeological understanding of the Western Canada Sedimentary Basin and the Williston Basin.

Based on the hydrogeological and geophysical information available at the time of preparation of this report, the Dawson Bay Formation is characterized as a low permeability unit in the Jansen area and has relatively low water inflow deliverability potential. In the Qualified Person's opinion, the Dawson Bay Formation is well understood.

The characterization of the brine disposal horizon is also in agreement with the local and regional scale hydrogeological understanding. In the opinion of the Qualified Person, the horizon is available for the disposal of potash waste brine and no potential adverse impact on its disposal capacity is expected.

7.4 Geotechnical Data, Testing, and Analysis

Geotechnical data was acquired through two testing programs. The first testing program was completed by independent consultant "RESPEC", through samples acquired from three exploration drill holes. Testing consisted of Brazilian indirect tensile strength (BRZ), constant strain rate (CSR), constant mean stress (CMC) and tri-axial compression creep (TCC). The results of these tests were used as input values for modelling.

The second testing program was completed at the University of Saskatchewan "Rock Mechanics Lab", with samples acquired from six exploration drill holes. Tests conducted included, Unconfined Compressive Strength (UCS) and acoustic velocity, with all tests occurring in salt. Due to the age and unknown handling of the core, these tests were not included in the modelling work.

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Tests for the Dawson Bay Formation and Second Red Beds were acquired from two exploration holes. Five CSR tests were completed for the Dawson Bay Formation and four were completed for the Second Red Beds. The intent of the CSR test is to determine the elastic properties of the sample. Also completed for the Second Red Beds were seven BRZ tests. The tensile strength tests provide inputs into evaluating the tensile strength of the roof and floor of an excavation.

Mechanical testing in the Prairie Evaporite consisted of BRZ, CSR, CMC and TCC. Samples were acquired from all three exploration drill holes. Tests completed, included, thirty-six BRZ tests, twenty-one CSR tests, forty-one CMC tests and twenty five TCC tests.

CMC tests were run at a temperature setting of 20°C. The intent of running the CMC tests was to determine the location-specific dilation characteristics and to use that location dilation data to estimate the parameter values in a dilation equation. The CMC test data showed a fairly consistent trend for all tests where the level of stress difference required to initiate dilation usually increased with the increase in mean stress. The CMC data was used to compare against the linear tri-axial compression equation. The result were non-linear values that plotted above the linear criterion at a low mean stress and below the linear criterion at high mean stress.

For the TCC tests, setup parameters included, temperature set to 27°C, confining pressure at 20 Mpa with applied stress differences of 6.9, 10, 15 and 20 Mpa. The purpose of the TCC test is to determine the axial strain over time within the sample. The results showed that strain rates started high immediately after the axial stress difference was applied, slowing to a near constant rate of strain with time. The predicted steady-state strain rates generally correlated well with the calculated steady-state strain rates.

From the TCC tests, the estimated stress exponent for roof and floor salts was n = 3.6. For potash ore the estimated stress exponent was n = 5. The laboratory creep data parameters utilized for the Jansen mine design are within the expected range for the potash basin. The validation process for the geotechnical parameters has been initiated with installation of geotechnical instrumentation within the shaft barrel and shaft stations. The shaft pillar ground monitoring program has been planned to further quantify the actual creep rates for each cutting horizon.

The test results are listed in Table 7-5 for the CSR tests and Table 7-6 for the BRZ tests.

Table 7-5: CSR test results

Sample Location	Quantity	Average Young's Modulus (Gpa)	Average Poisson's ratio
Dawson Bay	5	47.02 +/- 6.35	0.25 +/- 0.08
Second Red Beds	4	17.23 +/- 3.22	0.12 +/- 0.01
Potash	9	19.03	0.16
Salt	12	25.79	0.14

Table 7-6: BRZ test results

Sample Location	Quantity	Average Tensile Strength (Mpa)
Second Red Beds	7	2.93 +/- 1.36
Salt	21	1.62 +/- 0.33
Potash	15	2.13 +/- 0.70

In the Qualified Person's opinion, the tests completed are those necessary to develop models for the assessment of short and long term stability conditions in Prairie Evaporite and into the Second Red Beds and Dawson Bay. Samples within the Prairie Evaporite covered the UPL, LPL and Belle

Plaine potash units and salt layers in between, which is necessary to understand what may cause ground instability.

The geotechnical samples represent mining areas at the northwest, central and southern end of the lease. In the Qualified Person's opinion the sampling seemed sparse, however, given the consistent results acquired from other properties within the basin when compared to the Jansen samples, it provides confidence that the rock will behave similarly.

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8 Sample Preparation, Analyses, and Security

8.1 Sample Preparation Methods and Quality Control Measures

8.1.1 Methods

Mineralized zones in each of the Jansen drill holes completed by BHP Canada were subject to coring and geochemical analysis. The salt beam between the UPL and LPL was included in the geochemical analysis. Once the core was recovered from each new drill hole, logged, photographed on site, and wrapped in waterproof plastic to protect the carnallite sections, the cores were securely transferred from the drill site to BHP Canada's core lab in Saskatoon. The core box summary sheet, core transport waybill, and hard copy geophysical well logs accompanied the core.

The climate-controlled core lab facility rented from the Saskatchewan Research Council – Saskatoon (SRC) was equipped with roller tables, core racks, work tables, rock saw and crusher, lift trolleys, dust collector, and air compressor. SRC provided saw and crusher operators, as required. Air quality was monitored periodically or at the request of core lab geologists. Temperature and humidity were monitored and recorded twice daily, because carnallite is deliquescent and therefore sensitive to atmospheric moisture.

Geological consultant company Norwest Corp. compiled geological reports for each BHP Canada exploration hole, field records originated from wellsite geologists, drilling supervisors and coring contractors. Norwest Corp. geologists, who were trained in potash logging, operated the core lab. After the core was delivered, it was unloaded onto roller tables. Geologists ensured all core runs were properly oriented in the boxes and depths were corrected to match the geophysical well logs. The core was then subject to descriptive logging completed electronically on spreadsheets and emailed to BHP Canada geologists. (i.e., lithology, texture, crystal sizes, contacts, colour, sedimentary structures, constituents, fossils, and geotechnical features), and high-resolution colour photography. Sample interval selection completed with collaboration with BHP Canada geologists. A flow chart of the core logging process is shown in Figure 8-1.

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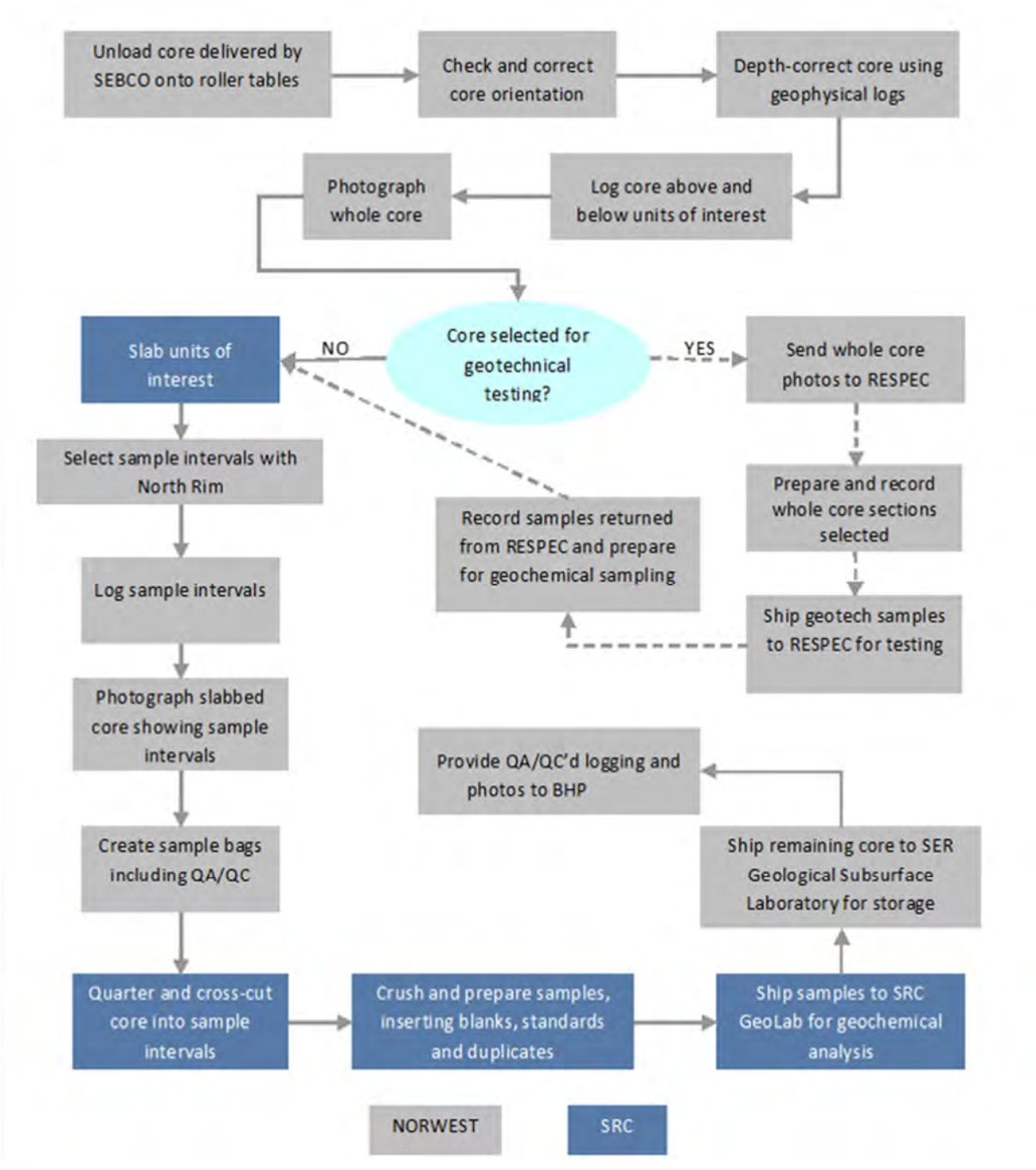


Figure 8-1: Core logging and sampling workflow

If the core was selected for geotechnical testing, the photographs were reviewed for quality assurance and provided to the geotechnical consultants (RESPEC) from a secure file transfer site.

The units of interest (i.e., UPL, LPL, and Belle Plaine Member) were slabbed by SRC crews at the core laboratory under the direction of Norwest Corp. geologists. The slabbed core was divided into sample intervals as determined by the geologists in conjunction with senior potash geology consultants (North Rim).

Sample intervals were based on lithology and ranged in size from 2 centimetre to a maximum of 25 centimetre. Sampling began a minimum of 0.5 metres above the top of the UPL through to a minimum of 0.5 metres below the base of the LPL and then from a minimum of 0.5 metres above

the top of Belle Plaine Member to a minimum of 0.5 metres below the base of the Belle Plaine Member. Slabbed intervals were photographed.

After the sample intervals and measurements were marked on the core and recorded in the logging Excel worksheet, one of the slabbed halves was quartered and one of the quarters was subsequently split into the noted intervals for geochemical analysis. The other quarter was packaged into plastic sleeves and reserved for shipment to the Government of Saskatchewan Subsurface Geological Laboratory in Regina, together with the entire core above and below the units of interest, as required by the regulations. The remaining slabbed half of the LPL was packaged for shipment to SGS Lakefield for metallurgical testing.

Norwest Corp. core lab geologists and senior potash consultant (North Rim) regularly transferred the logging, sample interval sheets, whole core photographs, and slabbed core photographs to BHP Canada for storage on the file server at the Saskatoon office. Each step followed proper procedures and documentation as well as cross checking between consultants and BHP Canada personal.

Historical drill hole reports, logging, collar location surveys and core assay data were acquired from the Saskatchewan Ministry of Energy and Resources database. All historical and BHP Canada drill hole core are available at the Saskatchewan Subsurface Geological Laboratory for storage and public access.

8.1.2 Sample Security

Chain of custody protocols were implemented, covering the sampling process from core collection at the drilling site, through sampling at the core laboratory, and to sample delivery to the analytical laboratory. These included:

- Boxing, labelling, and sealing of the core at the drill site before transferring to the laboratory preparation facility
- Photographing the core at the drill site then before and after sample selection
- Despatch requests were sent with the samples and emailed directly to the laboratory
- Laboratory confirmation of sample receipt
- Emailing the analysis results directly to BHP Canada
- Returning leftover samples to BHP Canada for storage

Additionally, in the core laboratory, before sampling, the core was verified against the in situ collected geophysical logs and any discrepancies were addressed.

No sample security documentation is available for the historical holes.

8.2 Sample Preparation, Assaying and Analytical Procedures

During BHP Canada's drilling campaign (2008, 2009) 3,956 samples were collected. The length of the samples was variable (average sample length 15 centimetres) to capture key geological features. Sampling protocols and procedures are aligned with industry standard practices. The sample preparation protocols (crushing and pulverising sizing requirements, etc.) at laboratories meet standards defined in contracts in line with ISO standards, with QA/QC targets established.

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BHP Canada submitted samples for geochemical analysis to SRC Analytical Laboratories – Saskatoon, which is independent of BHP. SRC analysed all the geochemical samples using the Inductively Coupled Plasma – Optical Emission Spectroscopy (ICP-OES) method. Metallurgical testing of all metallurgical samples was conducted in SGS Lakefield Ltd. Laboratory. SGS is a commercial facility and is independent of BHP. Both laboratories are ISO/IEC 17025 certified. The samples were analyzed for the following: Soluble ICP CaO, K_2O, Na_2O and MgO wt%, wt% insoluble, wt% moisture, as part of the potash exploration package. The geochemistry analysis method termed “POT” by SRC.

Historical drilling (1952-1965) contributed 1,170 samples with variable sampling interval thicknesses to the exploration data set. Historical drill hole samples collected by Kerr-McGee Corporation were processed in their internal laboratory (Kerr-McGee Research Laboratory) by titration method.

Once the quartered core was cut into selected sample intervals, the samples were jaw crushed by SRC crews on site at the core lab. AA revision was made to the POT method after sampling the first core when it was discovered that crushing was too fine to enable the metallurgical testing of reject material. Initially, samples were crushed to 60 per cent at -2 millimetres. The standard operating procedure for the POT method was subsequently revised, and all subsequent samples were crushed to -6 millimetres. A comparison of analytical results from samples subjected to both crushing resolutions has verified that the degree of crushing does not materially affect the analyses. This parameter is continually monitored as part of the QA/QC program by comparing the analytical results of inserted site duplicate samples.

After the sample was crushed, a 100 gram to 200 gram sub-sample was split out using a riffler splitter, and transferred to a sealed plastic vial for transport to the SRC Geoanalytical lab. The reject crushed material was stored by SRC in sealed pails at a separate storage location.

At the SRC facility, the samples were pulverized to -106 microns using a puck and ring mill, and were then submitted for analysis. Pulps were analyzed for solubles, insolubles, and moisture content. Solubles were analyzed by Inductively Coupled Plasma – Optical Emission Spectroscopy (ICP-OES).

8.3 Quality Control /Quality Assurance Procedures

BHP Canada defined a Quality Control/Quality Assurance (QA/QC) program to ensure an appropriate level of confidence in the accuracy, precision and control of contamination of the geochemical data derived from core sampling and analysis. Precision is the capability of consistently repeating the results of a certain measurement in a similar condition, accuracy is the proximity to a certain measurement to a real or accepted value and the contamination is the unintentional transfer of material from one sample to another during the process. This program includes standards, blanks, as well as laboratory and site duplicates. All the BHP Canada control samples were inserted “blind” within the batches delivered to the SRC laboratory thereby not being disclosed to the laboratory as is standard industry practice.

Standards

The standard samples employed were selected based on their mineralogical characteristics to ensure a wider spread of QA/QC check validity for the relevant mineralogical compositions. BHP Canada inserted 2.5 per cent (1 in 40) standards to check primarily for analytical accuracy and

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secondarily for analytical precision. SRC results demonstrated good performance for K_2O analysis, all lie within +/-5 per cent error range. MgO results were within +/-10 per cent error range except for <1 per cent of the samples. Na_2O samples performed well in the 32.49 %Na_2O standard. Results were all inside the +/-2.5 per cent error range. However the standard containing only 1.61 %Na_2O, 7 per cent of the samples were presenting more than a 10 per cent error. As is to be expected at low to very low levels for these compounds some samples present values that are out of acceptance limits. Similarly, analyses for insolubles and moisture determination, which are generally at low to very low levels, also present poorer accuracy and precision as a consequence of working close to lower detection limits of the methodologies used to make these determinations. In the case of analyses for moisture analytical quality may also be due to the exposure of the cores to varying environmental conditions. (i.e. humidity and temperature).

Analytical Blanks

Analytical blanks (coarse or fine material i.e. silica sand with negligible levels of the main elements of interest) were inserted to check for cross contamination during the pulverization and analytical stages and as a check on analytical precision and accuracy. A total of 96 blanks inserted containing K_2O at 0.09 per cent, MgO at 0.0076 per cent, Na_2O at 0.11 per cent and the moisture at 0.08 per cent being constituted entirely of insoluble residue at 98.98 per cent. Blanks were also employed to verify the laboratories real lower detection limits. SRC's performance with the analytical blanks was very good. A few samples (<2 per cent) indicated some very minor contamination from earlier samples in either preparation or analyses, however the level of contamination never exceeded (0.38 %K_2O) and is considered close to established analytical precision and accuracy.

Site duplicates

Site duplicates are included to test representativity and variability of taking two separate crushed drill core samples from the sample length of core. These duplicate samples are generated after crushing and being split off using a riffle splitter for the analytical work. 97 per cent site duplicates fell within the +/-10 per cent tolerance level for the entire suite for K_2O, MgO and Na_2O analyses.

Laboratory Duplicates

BHP Canada inserted laboratory pulp duplicates to test laboratory precision (reproducibility) of the various analyses performed. Data for the insolubles, mostly fell within the +/- 10 per cent error bars, with a few pairs falling slightly outside this when the insoluble content got below 5 per cent, more so below 2 per cent.

SRC Geoanalytical Laboratories Internal QA/QC

SRC Geoanalytical Laboratories also undertake internal quality control measures and data verification procedures. These included the preparation and insertion of standards one in every 20 samples and laboratory duplicates (repeats), one in every 40 samples to each analytical batch. Instrumentations were calibrated according to ISO/IEC 17025. These data were reported to BHP Canada.

SRC performed well with the standards as K_2O, MgO and Na_2O all were within 5 per cent tolerance range. Laboratory duplicate pairs all fell within +/-10 per cent with most pairs being in +/-5 per cent error ranges for K_2O, MgO and Na_2O.

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Data Verification

The assay data collected by BHP Canada were checked against geophysical logging data for every drill hole. This process provides additional verification of the collected assay sample data.

For the validation of SRC's analyses, a subset of 193 samples was analyzed by another geoanalytical laboratory (SGS Lakefield), and compared to the SRC results. As previously mentioned, SRC's analytical method is ICP-OES. However, the analytical method used by SGS is titration, which analyzes for K and not K_2O, and the results must be converted to K_2O (%K x 1.2 = %K_2O). Since K_2O is the compound of principal interest, the %K_2O determinations formed the basis of the comparison.

A slight bias was noted in the SRC data, reported as slightly higher K_2O values on average than SGS. Because both labs are providing very similar values for the standards, duplicate pairs and blanks, it is difficult to determine which lab is reporting the "correct" values for %K_2O. However, this bias is minor therefore the Qualified Person's opinion is that the analytical variation for the different %K_2O determinations from the two labs is within acceptable limits of analytical variation and tolerance.

Historical Drill hole data verification

Historical drill holes represent approximately 50 per cent of the total drill holes, totalling 1,170 samples. The analytical data associated with these historical drill holes, which had been collected in the period of 1956-1965, does not possess any QA/QC information from that period, as was typical at that time. BHP Canada has validated the quality of this analytical information through a review of the geology of the drill hole cores (relogging) and statistical comparisons against the BHP Canada collected data (3,956 samples). To ensure confidence in this historical data, BHP Canada drilled one twin hole 17 metres from a historical hole. Overall K_2O grade for the LPL zone in both drill holes were in agreement. The average grade of the K_2O interval in the historical hole was 26.8 per cent compared to the BHP Canada twin hole was 26.5 per cent.

The statistical analysis showed that the quality of the K_2O geochemical analysis done on the historical data is statistically not different from the analysis done on the BHP Canada collected samples.

The statistical analysis done on the historical insoluble analysis indicated that these measurements contain a systematic bias compared to the BHP Canada data, therefore insoluble data from the historical drill holes was not used in the resource estimation.

Discussion and Qualified Person's Opinion

The deposit shows limited grade variability. This is demonstrated by the relatively simple mineral composition characteristics, lack of structural complexity, and the continuous nature of the mineralization. The K_2O grade average is 25.6 per cent for the historic drill holes and 25.9 per cent for the BHP Canada drill holes.

Historical drill hole data was manually entered from the copies sourced from the Saskatchewan Ministry of Energy and Resources database. An internal review of the data entered against the source files was completed and entry errors corrected.

BHP Canada exploration data is managed internally using processes and systems that follow the BHP Canada data management procedures and protocols. The BHP Canada potash exploration

database has a security model, which restricts user access to those with supervisor approval and the system tested and reviewed yearly. All primary data sources for the drill holes are stored on a secure server that is backed up routinely.

BHP Canada's modelling work procedures require statistical checks to ensure the data used for interpretation honours the exploration database source data.

In the opinion of the Qualified Person the sampling procedures and analytical data control processes undertaken by SRC ensure data of sufficient accuracy, precision and control of contamination for the main chemical elements of interest and that the data is suitable to support resource estimation. Additionally in the opinion of the Qualified Person the historical K_2O values were found to be suitable to be used in resource estimation.

8.4 Opinion on Adequacy

The Qualified Person's opinion is that drill core logging, core sample selection, preparation, assay, and security measures taken to ensure the validity and integrity of the samples and all QA/QC measures during these stages in both historical drilling and BHP Canada exploration drilling are adequate and acceptable. Data collection and quality is to industry best practices to support the current resource model and is adequate in terms of accuracy and precision for the main elements of interest, K_2O, MgO, and Na_2O at the level of interest.

8.5 Non-Conventional Industry Practice

There were no procedures followed that are not part of conventional potash industry practices.

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9 Data Verification

9.1 Data Verification Procedures

9.1.1 External Reviews

As confirmation of the mineral reserve and resource process, third-party consultants are occasionally hired to perform verification studies. The Jansen Mineral Resources were most recently reviewed by an independent third party in May 2020. That review included database checks and concluded that the database supporting the geological information of the resource estimate is complete and complies with mining industry standards. The review did not identify any major issues with the geological model or resource estimate. All issues identified have been addressed and no update to the resource estimate has been made. No changes in the geological modelling or resource estimate processes have been implemented since the 2020 review.

Assay database verification was undertaken by a contracted database company hosting the acQuire database. Any new data input into the database underwent strict verification to ensure the data was accurate. Any issues with data caused the database to reject the dataset and an error report was generated to reflect any issues with import. When this occurred, the data was corrected by a BHP Canada representative in charge of the database maintenance and re-imported. Administrative access to the database was restricted to a single user.

After the transfer of the assay data from the acQuire database to the OpenWorks database, a database verification process was carried out to ensure that the data was transferred properly. During the currently ongoing OpenWorks to EPOS data transfer, similar QA/QC processes were put in place to check the data integrity and potential errors.

In 2006 and 2007 extensive review of historical holes were conducted by NorthRim Exploration.

9.1.2 Internal Reviews

An independent internal review of the sampling and data collection was undertaken after the completion of the BHP Canada drilling program at Jansen in 2012, and on the geophysical data collection and interpretation in 2015. QP's had been involved in reviews. No material risks to the project were identified and all key recommendations have been completed.

A twin hole was drilled 17 metres away from one historical drill hole and the results were compared. The grade difference was within an acceptable range.

A self-audit was performed by the QP for historical drill hole geochemical data in the database back to the original data to verify the quality of the original manual database input in 2019. Overall, the historical drill hole database geochemical entry error was negligible. In summary, data verification for the Jansen has been performed by BHP Canada staff, and external consultants contracted by BHP Canada.

9.2 Limitations

Excessive drill holes are not desirable in potash mining as they may present a risk for an inflow by connecting mine openings to the above or below aquifers. The spacing between drill holes is approximately 3.6 kilometres. However, the drill hole spacing is supported by both geological

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considerations and aligned with Saskatchewan Potash industry practices. The drilling program was supported with 3D seismic surveys for detailed resource characterization.

9.3 Opinion on Data Adequacy

The historical data collected (1956-1965) has no QA/QC data available. BHP Canada has verified the quality of this information through a review of the geology of the cores (relogging) and statistical comparisons against the BHP Canada collected data (3,956 samples). It is the Qualified Person's opinion that the historical K_2O values are suitable to be used in resource estimation. The statistical analysis done on the historical insoluble analysis indicated that these measurements contain a systematic bias compared to the BHP Canada data, therefore insoluble data from the historical drill holes was not used in the resource estimation.

The Qualified Person's opinion is that Jansen drill hole data and other supporting geological data align with accepted industry practices and are adequate for use in mineral reserve and mineral resource estimation.

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10 Mineral Processing and Metallurgical Testing

Metallurgical testing for the Jansen project occurred in several phases. The initial test work was conducted at SGS Lakefield (SGS) to investigate the amenability of the Jansen ore to recovery by froth flotation and to get an estimate of the recovery that could be expected. SGS is a commercial facility and is independent of BHP. The SGS test work using core samples representing the LPL mining horizon of the Jansen orebody, was completed between December 2008 and June 2009. Additional metallurgical test work was performed initially at Eriez Flotation Division, USA in 2015 to verify flotation equipment technology selection and later at the Saskatchewan Research Council (SRC) in Saskatoon between August 2016 and August 2017 to verify process equipment selection and process design. The SRC laboratory is independent of the BHP. The ore used for the 2015-2017 test programs was from remaining Jansen drill core and representative sourced ore from an operating Saskatchewan potash mine that was determined in the QP's opinion to be representative of the Jansen run-of-mine ore. Additional supporting test work was completed in 2018 that duplicated the 2015-2017 test programs with ore from the shaft sinking program which was from the Jansen LPL sub-member. The ore from the 2018 testing program was determined to be representative of the Jansen run-of-mine ore in components and particle size.

10.1 Testing and Procedures

Initial metallurgical test work was performed from 2009 to 2018 to confirm assumptions and to generate process design data where none previously existed. The process design parameters requiring quantification during the test work programs included:

- Liberation size determination to indicate what comminution (particle size distribution) is required
- Influence of process water on flotation performance
- Effectiveness of insoluble mineral liberation processes as water insolubles must be mostly removed before flotation
- Reagent type, dosage, and method of application
- Degree of variability in potash recovery results across the ore-body under standard test conditions
- Recovery and product grade achievable during locked cycle tests
- Flotation product size distribution
- Settling rate of liberated insoluble minerals for equipment sizing
- Flotation recovery and throughput expectations with chosen flotation equipment for mass balance and equipment sizing
- Product leaching kinetics for equipment sizing and process design
- Variability testing to better understand coarse and fine flotation performance with varying feed characteristics, feed rates, equipment operating parameters, and reagent rates. This

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was completed to enhance understanding for process design and for programming of dynamic simulation.

To determine the assays of key elements in the test work (e.g., potassium [K], sodium [Na], calcium [Ca], and magnesium [Mg]), accuracy of various analytical methods were compared, including:

- Atomic emission spectroscopy (AES)
- Atomic absorption spectroscopy (AAS)
- Inductively coupled plasma spectroscopy (ICP)
- Whole rock analysis (WRA)

This comparison resulted in selecting the AES technique to determine K and Na assays, and the AAS technique to determine Ca and Mg assays. Analyses of water insoluble minerals within the ore (i.e., insoluble minerals) were determined using ICP scan and WRA techniques.

Key data generated from the early metallurgical test program, in conjunction with test work performed in the later study phases was used to validate the process simulation model used for developing the Jansen processing flowsheets and mass balance.

10.2 Sample Representativeness

For the SGS metallurgical test program, seventeen core samples from the LPL ore horizon were provided to SGS for metallurgical and mineralogical characterization.

In total, 531 kilograms (kg) of samples were available for test work as 402 kg of slabbed core, plus an additional 129 kg of residual crushed core that remained after a quarter of the core from each ore horizon was crushed. After assay, samples were split out as required.

Metallurgical test work and chemical characterization was performed on the following samples, which provided a relatively high degree of representativity to the ore in the Jansen ore body and planned mining areas

- 17 individual drill holes
- Five regional composite samples
- One global composite sample

Detailed mineralogical analysis and chemical characterization was performed on the following samples:

- Designated Head sample
- Insoluble mineral seams 401 through 406 from head sample
- Head samples of regional composite samples, including a global composite sample
- Metallurgical products, including flotation concentrate and tailing samples

As received, the crushed reject samples were prepared separately according to their Jansen designations. Each of the reject samples from a drill hole were combined, crushed to −10 mesh (−1.70 millimetres) and rotary split into 1 kg charges for use during flowsheet development testing.

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A single 1 kg charge from each drill hole was further riffled to produce a 150 gram sample that was submitted for chemical analysis.

Samples from each drill core were ultimately crushed to −8 mesh (−2.36 millimetres), then blended and homogenized. Two 5 kg subsamples from each Jansen sample were set aside for regional composite sample preparation. The remainder of the crushed and homogenized sample from each hole was rotary split into numerous 1 kg charges for use in subsequent testing. A representative sample from each Jansen composite sample was submitted for chemical analysis.

Global and regional composites designated as northern, eastern, southern, western, deep south, and global were formulated according to the geographical locations of the drill holes. Each composite sample was prepared by combining 5 kg of the core sample from each drill hole of the region. The composite samples were then riffled and rotary split into numerous representative 1 kg charges for use in subsequent testing.

Figure 10-1 shows a map of the Jansen ore-body with individual drill core sample locations and division of the ore-body into various regions by geography.

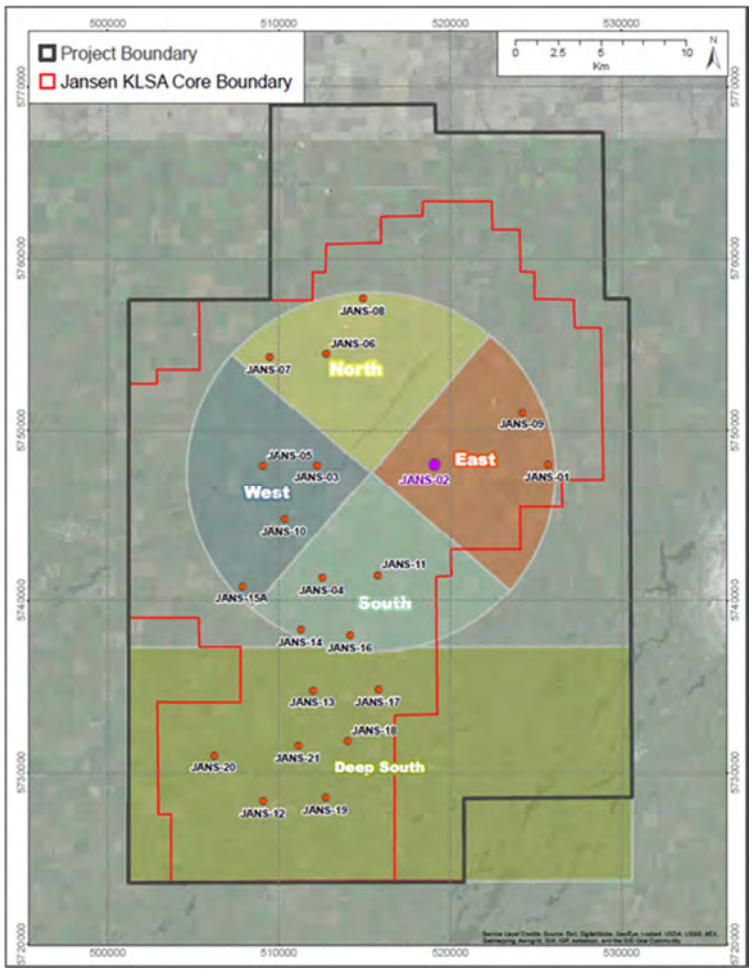


Figure 10-1: Geographical regions for metallurgical testing.

The SGS metallurgical program consumed most of the available drill core that could provide representative samples of the entire Jansen orebody that was part of the mining plan. It provided evidence that the Jansen ore body could be processed with froth flotation and at high recoveries. Further test work used other sources of ore that are discussed below.

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Metallurgical test work that occurred between 2015 and 2017 had ore from two sources. The first was an existing Saskatchewan potash operation that supplied BHP Canada with ore. This sourced ore was of similar potassium chloride, sodium chloride, and water insoluble grades as Jansen ore. The particle size distribution of the sourced ore was also similar to anticipated Jansen run-of-mine ore. The sourced ore came from the UPL sub-member, while BHP Canada plans to extract ore from the LPL sub-member. The differences identified in the ore from these members are not, in the opinion of the Qualified Person, significant to the test program. In particular, the UPL has higher KCl and NaCl content variations, and can have lower water insoluble content. However, any BHP Canada test work involved water insoluble removal, so water insoluble content does not impact the flotation test work in any material respect. The sourced ore characteristic that differed from Jansen ore was the components of the water insolubles and the potential impact it could have on fine flotation. The Jansen process design has a water insoluble removal circuit that ensures minimal water insolubles arrive at coarse flotation. Therefore, it is the opinion of the Qualified Person, that the sourced ore was representative of the Jansen ore after undergoing water insoluble removal as per the Jansen design. Accordingly, it was determined to be reasonable for the sourced ore to be used for metallurgical testing for the coarse flotation circuit, as well as the desliming/attrition scrubbing circuit. The second ore source used for test work during this period was residual Jansen drill core. The Jansen ore used in this test work program was a blended sample of residual drill core cuttings made to be representative of the ore in the Jansen mine plan. The unit operations tested with this ore were attrition scrubbing, coarse flotation, fine flotation, and fine scavenger pneumatic flotation.

The 2018 metallurgical test program was conducted to further verify performance expectations in attrition-scrubbing, coarse flotation, fine flotation, scavenger pneumatic flotation, hot leaching of flotation tails, and to conduct further variability testing. The ore source for this test program was from the shaft sinking operations at Jansen. When the shaft sinking operations went through the LPL sub-member 600 tonnes of ore were taken to SRC. Separate piles of the ore were sized and assayed to allow the creation of a composite head sample that was representative of the Jansen mine plan ore. The composite head sample was representative in KCl, NaCl, and water insoluble content, as well as in particle size distribution. It is the opinion of the Qualified Person that this composite sample was representative of the future feed to the Jansen process plant, and was acceptable for this metallurgical testing program.

The ore from the shaft excavation operations was also used in equipment testing with vendors. The type of testing done was for equipment sizing or for performance testing, and was carried out with the vendors. The type of testing that was done was for wet screening, centrifuge performance, thickener sizing, pipe flow kinetics, and for bulk material handling equipment. In each case BHP Canada worked with SRC and the vendors to verify that the samples used in the test programs match the material balance expectations.

10.3 Laboratories

Test work, first conducted by SGS Lakefield to investigate potash recovery using core samples representing the LPL mining horizon of the Jansen orebody, was completed between December 2008 and June 2009. Subsequent flotation test work was conducted at the Eriez Flotation Division, USA in 2015. Process design verification work was completed by the Saskatchewan Research Council (SRC) in Saskatoon between August 2016 and August 2017 on the remaining

Jansen ore and a sourced ore. Additional supporting test work was completed in 2018 once the shaft sinking program reached the LPL sub-member and a bulk sample of Jansen ore was obtained. Both SGS Lakefield and SRC are independent, well respected labs that perform potash metallurgical test work for the mining industry. Both labs are ISO/IEC 17025 certified and use standards and procedures that are proven in the mining industry.

10.4 Relevant Results

2008/2009 Test work

Mineralogical and chemical characterization of head samples indicated a high degree of liberation of sylvite in all size fractions. Mineralogically limited grade-recovery curves, generated using QEMSCAN technology, indicated that a theoretical sylvite recovery of 90 per cent should be possible at the targeted grade of 60 % K_2O. This has been supported by metallurgical flotation test work as demonstrated in the following sections.

Heavy liquid testing determined the liberation size of the Jansen ore as being slightly coarser than 1.18 millimetres (14 Tyler mesh), which is consistent with the sizes observed at other Saskatoon area potash mines.

Following two stages of attrition scrubbing and desliming, potash recovery using a flotation process has ranged from 89.3 per cent to 95.7 per cent during variability tests performed on individual core samples, and regional composite samples. Recovery efficiencies averaging 89.7 per cent with concentrate grades of 60.4 % K_2O were achieved during locked cycle tests. These results were strongly aligned with GeoMet predictive analysis.

2015-2017 Test work

Test work was performed during this period to validate the process design changes, with the goal of verifying the same beneficiation in the process mass balance can be achieved. This involved verifying the concentrate grade and recovery could be achieved.

Attrition scrubbing and cyclone desliming tests were performed to verify scrubber design parameters and to prepare samples for flotation tests.

Flotation tests were performed to prove fine flotation using flotation columns, (Eriez, Flotation Division, USA; and SRC), coarse flotation using hydrofloats (Eriez, Flotation Division, USA; and SRC), and ultra-fine flotation using self-aspirated pneumatic flotation cells (SRC).

Metallurgical testing was performed to verify technology selection and initial performance expectations for coarse, fine, and ultra-fine flotation technology. This testing was conducted with sourced ore due to the limited availability of BHP Canada Jansen ore. Additional metallurgical testing was performed to verify the sourced ore was representative to the Jansen ore. The results of both the sourced ore and Jansen residual drill core verified the expected recovery, concentrate grade, and performance expectations of existing Jansen process design.

Ore characteristics that require discussion are water insoluble content, mineralogy, and liberation size. Water insoluble content is critical to mill design because the majority of the insolubles must be removed prior to flotation. An excess of water insolubles in flotation feed results in the water insolubles absorbing the majority of the collector (amine) resulting in poor KCl flotation. In addition, some insolubles are more hydrophobic, which cause them to resist desliming and consume more depressant reagents.

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Neither sourced nor Jansen ore showed resistance to mechanical desliming. The sourced ore has a water insoluble content of 5 per cent to 5.6 per cent while the Jansen mine plan LPL member has a higher range of 5 per cent to 10.8 per cent, as seen in the BHP Canada design water insoluble grade of 7.44 per cent. This range was irrelevant to metallurgical testing because samples of both fine and coarse flotation testing were deslimed (water insolubles removed) prior to the testing to levels comparable to the BHP Canada design. Also, the BHP Canada desliming circuit is designed on metallurgical testing that was performed on BHP Canada Jansen ore, so it is robust enough to handle the higher water insoluble content.

Liberation size needs to be considered. The Saskatchewan potash industry sees differing regional liberation, but this is not the case between the UPL member and the LPL member ores. Benchmarking of available literature shows that both members achieve 95 per cent liberation at 1.2 millimetres. Metallurgical testing also shows very similar liberation curves for both LPL and UPL members. Therefore, it is the opinion of the Qualified Person, that use of UPL ore is acceptable to verify comparative technology selection for the BHP Canada Jansen processing facility. These tests demonstrated a range of grade-recovery points that support values used in the Jansen process design.

These metallurgical tests demonstrated a performance that supports the process design for potassium chloride recovery. Testing was performed with coarse, fines, and scavenger pneumatic flotation lab-scale equipment that is representative of that used in the plant design.

Reagent consumption levels during metallurgical test work were generally higher than those observed in industry, which is typical of laboratory scale testing. Reagent optimization work was performed during this period to further define consumption levels with Jansen LPL ore. However, standard Saskatchewan potash reagents were proven effective to achieve the required performance.

2018 Test work

In 2018 the Jansen shaft excavation program went through the LPL sub- member. This ore was saved, and the test work that was performed in 2015-2017 was performed one additional time on ore from the Jansen shafts. The whole cross section of the LPL was captured and a sample representing the Jansen mill feed was created as a head sample for assurance of previous test work programs The test work program included attrition-scrubbing tests, rougher coarse flotation tests, scavenger coarse flotation tests regrind column flotation tests, fine column flotation tests, fine scavenger pneumatic flotation tests, and hot leaching tests of flotation tails. All of the 2018 tests verified the previous test work expectations, and confirmed the process design and performance expectations.

The metallurgical testing results were inserted into the process simulation and the resulting simulated recovery was 89.2%.

10.4.1 Impact of ore variability on plant recovery

Ore grade variability can impact plant recovery, and also the amounts of different reagents required. However, it is the opinion of the Qualified Person that the limited range of ore variability indicated in the mine plan can be easily managed with the existing process design.

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10.5 Adequacy of Data and Non-Conventional Industry Practice

The Qualified Person validates that conventional practices were used in the metallurgical test work, process simulation, and evaluation of results. The only area that moved away from convention was in using a bulk ore sample for the final process design metallurgical test work. The initial 2008/2009 samples, that were representative of the whole orebody, were used up in the metallurgical testing at SGS that was based on the initial process design. As BHP Canada continued engineering, the design of the flotation circuits changed from bulk flotation to fines/coarse flotation. There was inadequate Jansen sample available for the complete metallurgical test work program, so purchased ore was used, and confirmation test work was done with a small amount of Jansen drill core available. The construction of the shafts also provided an additional opportunity to test the process design with Jansen ore. A bulk sample was obtained from the Jansen shaft excavation of LPL ore. This ore was analyzed to verify that it was geologically similar to the representative ore that had been drilled previously. The metallurgical test program was then duplicated using Jansen ore, and the Qualified Person validates that the results were as expected and previously reported.

10.6 Opinion on Influence for Economic Extraction

In the opinion of the Qualified Person, the data derived from the various sources detailed above is adequate for design of processing facilities and provides suitable product grade/recovery predictions for use in production rates. Confidence is further increased with the use of proven equipment in the potash industry and numerous Saskatchewan companies processing ore of similar composition.

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11 Mineral Resources Estimates

The resource estimation process that BHP Canada follows is well established, consistent with industry practices, and is based on the integration of 3D seismic data and drill hole information. A set of procedures governs geological interpretation, estimation, and reporting of Mineral Resources including peer reviews. Documentation of the resource modelling work used for reporting is stored electronically in a secure centralised location. These documents contain information on deposit extents, geometry, detailed geological and geostatistical modelling, data preparation including compositing, and classification parameters.

The Mineral Resource qualified persons visited the sites regularly for program planning and reviews, gaining further understanding of the exploration program.

11.1 Key Assumptions, Parameters, and Methods Used

Cut-off parameters

The Mineral Resources are constrained stratigraphically, from the top of the 406 clay seam contact with the salt unit to a thickness of 3.96 metres. This thickness corresponds on average to the thickness measured from the top of the 406 clay seam to the bottom of the 402 clay seam. The style of mineralization and the mining method does not support selective mining based on quality cut-off values. The horizontal extent of the resource is defined by the occurrence of mapped anomalies and by a boundary that is 800 metres away from the lease edge.

Mining factor

The mineralization will be mined with continuous boring machines in a single pass within the stratigraphic bounds of the seam. During mining, it is expected that dilution from low-grade material cut from outside the stratigraphic markers may occur to maintain ground stability. The dilution is accounted for in the Mineral Reserves. Areas containing large numbers of hazardous geological features which do not allow practical extraction with the proposed mining method, are not included in the resource (Figure 7-2, Figure 11-2).

Metallurgical factors

Carnallite anomalies are mapped and included in the resource model with appropriate mineralogical parameters, as magnesium from the carnallite can interfere with ore processing. Insoluble content is also included as a resource model parameter because insoluble material is required to be removed during processing.

The moisture content of the LPL sub-member is estimated to be 0.3 per cent based on analytical testing.

Environmental factors

Brine waste from the processing operation planned to be disposed into an aquifer approximately 400 metres below the LPL mining horizon.

The solid salt waste from processing will be temporarily stored on the surface in a tailings management area, together with the insoluble fraction of the mineralization.

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The estimation of these volumes is based on the resource and subsequent reserve model parameters, and environmental precipitation model. The related Environmental Impact Statement has been submitted to, and approved by, the Saskatchewan Ministry of Environment.

11.2 Geological Modelling

Geological modelling techniques employed by BHP rely on the close integration of drill hole data and 3D seismic information, including quantitative interpretation of seismic data.

Drill hole data interpretation is based on drill core and collected downhole geophysical data. Detailed mapping of geology relies on the identification of clay seams and related features and is based on visual core logging, geochemical assay data (BHP Canada and historical drill holes), and geophysical data from BHP Canada drill holes, including high-resolution acoustic televiewer data.

The 3D seismic data is first matched to drill hole data using standard geophysical techniques. This is followed by the mapping of geological horizons throughout the seismic volume and by the identification and mapping of structural geological features.

Quantitative interpretation of the 3D seismic data includes inversion of the seismic data using advanced seismic techniques to generate volumes of physical properties (Acoustic Impedance and Density) that reflect the mineralogical composition of the deposit and surrounding geology.

Mineralization domains are established based on information generated by the quantitative interpretation information. The domains within the LPL Mineral Resources include: the mineralization, areas of extensive no-potash anomalies, carnallite anomalies, and areas with structural features that pose a hazard to mining. The established domains are verified against drill hole data.

The geological model also includes geotechnical features present immediately above the mining horizon.

Drill hole and seismic data interpretations undergo an internal peer review process to ensure accuracy and consistency. Datasets are cross-checked and verified against each other to ensure the consistency of interpretation.

11.3 Block Modelling

Due to the horizontally continuous nature of the deposit, lack of structural complexity, and proposed extraction method, the resource is modelled on a 2D grid. The resource is divided into layers, or plies, based on geological factors and mining constraints. The primary and thickest layer contains the bulk of the resource and the highest grade. Additional thinner layers above and below are included to model the resource outside of the main zone. The schematic diagram of the model layering setup is shown in Figure 11-1.

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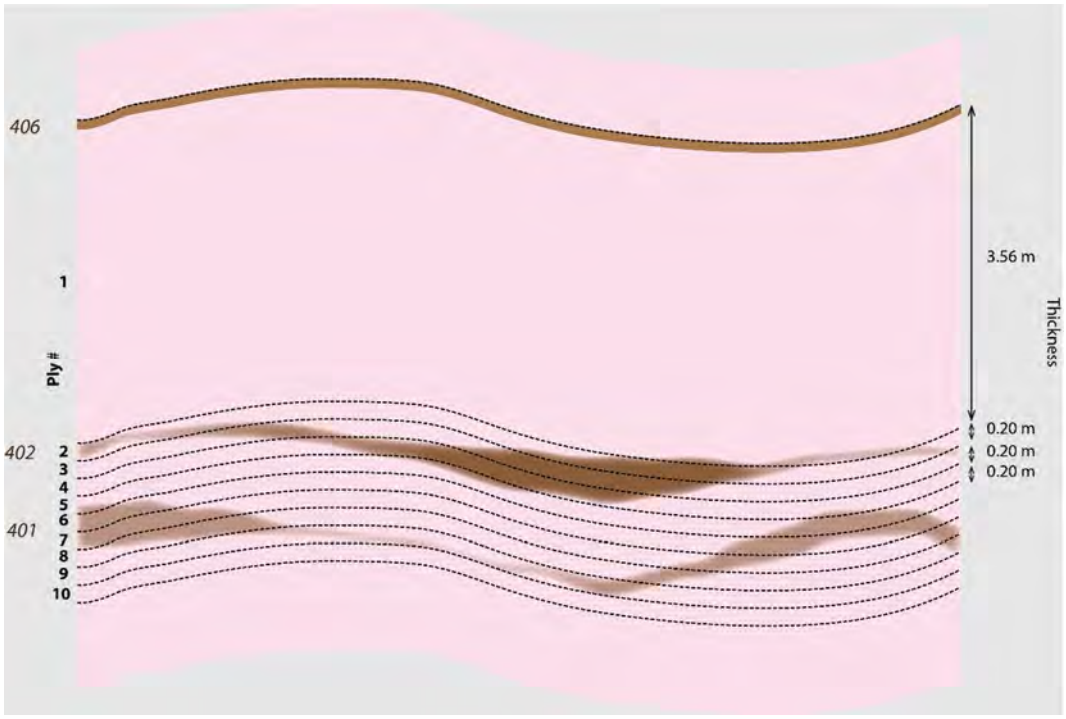


Figure 11-1: Schematics of the block model set up for resource modelling. The model is referenced from the 406 seam, approximate location of the 402 and 401 seams are also shown for reference.

Drill hole data preparation for resource modelling starts with identification and recording of clay seam locations, followed by the compositing of geochemical assays and physical property data from well logs over the defined model layers. For example, geochemical data at the wells from the top of the 406 seam down to 3.56 metres was composited by sample length weighted averaging and assigned to Ply#1. Intervals with missing data are automatically excluded from the process. Correlations between physical properties of the resource are established and noted for use during the resource estimation process.

Information from the inverted seismic volume is extracted for the LPL level. This information, together with the composited drill hole data, are used to generate the resource model. The modelling grid spatial dimension is set to 30 metres by 30 metres, which corresponds to the seismic survey bin size. This ensures that the full detail of the geological information, captured by the seismic survey, is used in the resource modelling process.

The estimation of qualities (K_2O, MgO, insoluble) and density was performed using the co-located co-kriging approach, where the hard data are the composited drill hole information, and the soft data are the seismic information. This methodology allows the integration of high-resolution seismic data and sparse drill hole data without the loss of spatial resolution, and an increase in the confidence in the estimate due to integration of all available data.

Parameters for the estimation that describe the spatial continuity of the deposit, variogram range, nugget and sill, were obtained from the physical property map of the inverted seismic data. The sensitivity of the Resource Model to the uncertainty in the estimation parameters was tested and considered in the resource classification. The large and sparse drill hole spacing does not allow the estimation of spatial continuity in a reliable manner. The modelled deposit qualities (K_2O, MgO, insoluble, and density) are estimated in a sequential manner to ensure the observed

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correlations among them are preserved. In carnallite domains, the grade and physical property values are assigned to cells due to the limited data availability from drill holes. In no-potash domains the grade is assigned and physical property values co-estimated.

The moisture content of the potash was considered extremely low and showed little variability and was estimated by averaging the analytical results.

Geological features that are important for geotechnical consideration and are not imageable by the seismic methodology, are modelled based on drill hole intersections using geostatistical techniques. The modelling parameters used were established based on the recommendation of internal experienced subject matter experts.

Outside of the 3D seismic area the qualities and tonnages of the resource are estimated based on limited information. In the Qualified Person's opinion, the resource quality of the LPL is consistent over large areas, therefore it is reasonable to expect that the inferred resource quality and thickness is very similar to the measured resource. Hence, the reported qualities of the Measured Resource are assigned to the Inferred Resource. Geological features and anomalies identified on the 2D lines are used to exclude areas without mineralization and estimate the available tonnage based on the remainder area.

The Qualified Person considers that the resource estimation process is adequate to support the Jansen Mineral Resource estimates.

11.4 Validation

Validation of the estimates include:

- visual and diagrams-based validation of models to check ranges, outliers, unexpected model behaviour
- global statistical comparison of volume weighted average cell grades to both raw and de-clustered drill hole grades
- comparison to previous resource estimates
- comparison of resource model predictions to post exploration drilling (Disposal zone testing and monitoring, brine injection) results
- comparison to regional resource information available outside of the Jansen lease

The resource quality data tabulated from different sources (Table 11-1) demonstrate that the estimated resource qualities from the resource model are well aligned with the exploration data. Based on the conducted validations it is the opinion of the Qualified Person that the resource model is appropriate for resource estimation and well supported by the available exploration data.

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Table 11-1: Comparison of drill hole, declustered (area weighted drill hole), and resource model K_2O values from Ply#1.

% K_2O	Min	Max	Mean	Median	Standard deviation	# of data points
Drill hole data	22.3	30.7	26.4	26.3	1.8	38
Area weighted drill hole data	22.3	30.7	26.2	26.1	1.7	38
Resource model	22.3	31.5	26.2	26.3	0.3	805,230
% Insoluble						
Drill hole data	5.1	10.3	7.2	6.8	1.6	23
Area weighted drill hole data	5.1	10.3	7.1	6.6	1.5	23
Resource model	5.1	10.3	7.8	7.8	0.1	805,230

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11.5 Cut-Off Grades Estimates

The LPL deposit is vertically confined by sharp stratigraphically defined mineralization boundaries and has spatially consistent quality. The material is believed to be economical within the defined boundaries based on pricing developed within the market study section of this report (Section 16). Due to this there is no cut-off grade applied.

11.6 Reasonable Prospect for Economic Extraction (RPEE)

The Inferred Mineral Resource extends around the Measured Mineral Resources Figure 11-2.

Key assumptions that support the potential economic extraction of the Inferred Resources include (but are not limited to):

- The resource will be mined with the same methodology as the current Mineral Reserves
- The Inferred Resource will be accessed by extending the current Mine Design
- The qualities of the Inferred Resource are expected to be closely aligned with the qualities of the Measured Resources that have been converted to Probable Reserves. This is supported by the already described consistent nature of the deposit and available, albeit limited in the Inferred Resources area, exploration data, and
- The modifying factors and price assumptions of the current Mineral Reserves are applicable to the Inferred Resources

It is the opinion of the Qualified Person that the major barrier that might hinder the potential extraction of the Inferred Resources are the unmapped anomalous geological features that are present within the Inferred Resource or the features that would prevent access to the Inferred Resource from the current Mine Design. Further exploration work, primarily 3D seismic, will be required in the Inferred Mineral Resource area to upgrade it to Measured category, and potentially to Mineral Reserves.

11.7 Resource Classification and Criteria

The classification of Mineral Resources takes in account two main factors:

- exploration data coverage (2D seismic, 3D seismic, and drill hole data)

- estimation uncertainty

There is no industry wide classification available for Saskatchewan potash. The classification below has been developed by BHP Canada.

Measured

The resource estimate is classified as measured when it is based on a resource model that integrates 3D seismic and drill hole information and the estimated uncertainty of predicted tonnage and grade estimates are less than ±10 per cent over an approximate annual production area.

Indicated

The resource estimate is classified as indicated when it is based on a resource model that integrates 3D seismic and drill hole information and the estimated uncertainty of predicted tonnage and grade estimates are less than ±15 per cent over an approximate annual production area.

Inferred

The resource is classified as Inferred where the presence of the intact Prairie Evaporite Formation is confirmed by 2D seismic data with line spacing no wider than 4,000 metres and a sufficient number of drill hole intersections are available to infer the presence of the LPL sub-member.

The areal extent of the classified Mineral Resources is shown in Figure 11-2.

Zones within the tenure boundary that have not been classified represent areas where no mineralization is present due to the presence of carnallite or no-potash anomalies, areas of hazardous geological features, stand-off around tenure boundaries, or where BHP Canada does not have tenure rights.

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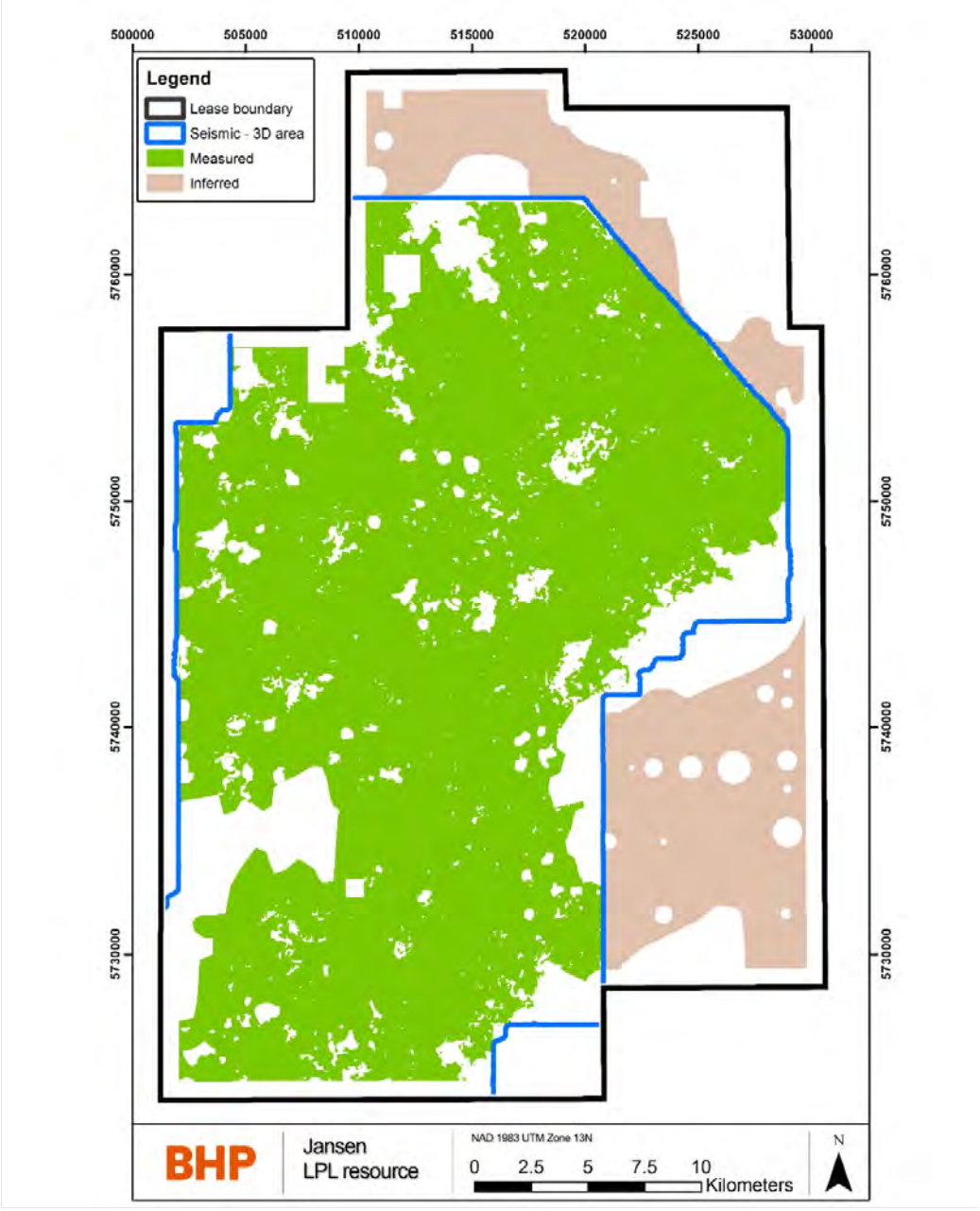


Figure 11-2: Plan of the Jansen LPL classified Mineral Resource. Note that only Measured Resource has been converted to Mineral Reserves. White areas are not part of the resource.

11.8 Uncertainty

Jansen Measured Resource

Uncertainty of the measured resource was assessed using statistical techniques. Models of the measured resource estimate with different probabilities were generated to quantify the uncertainty in resource qualities and geological features relevant for geotechnical considerations. These resource estimates were used to generate uncertainty estimates for the Mineral Reserves. Five measured resource models were generated:

- Minimum case – 99 per cent chance that the actual will equal or exceed the estimate
- Low case – 90 per cent chance that the actual will equal or exceed the estimate

- Mid case – 50 per cent chance that the actual will equal or exceed the estimate. Reported resource qualities are based on this estimate
- High case – 10 per cent chance that the actual will equal or exceed the estimate
- Maximum case – 1 per cent chance that the actual will equal or exceed the estimate

The sources of uncertainty for the measured resource qualities are:

- Finite number of physical samples obtained with drilling
- Relatively small size of the physical samples compared to the nature of the mineralization

The sources of uncertainty of geological features relevant for geotechnical considerations are:

- Finite number of core samples obtained with drilling
- Relatively large distance between drill holes compared to the features size

The outline of geological features identified on the 3D seismic image has uncertainties that are related to the spatial resolution of the seismic data. Uncertainties in these boundaries are not material to the measured resource as they have minimal impact on the reported tonnage. The impact of their uncertainty on mine design is considered in the Mineral Reserves.

Jansen Inferred resource

The area classified as inferred resource has limited exploration drilling data and only sparsely spaced 2D seismic lines. The inferred resource tonnage has a high degree of uncertainty as the extent and number of anomalous and hazardous geological features are unknown. The Qualified Person's opinion is that this uncertainty is adequately reflected in the inferred classification of the area.

11.9 Mineral Resource Statement

Table 11-2 contains the statement of Mineral Resources for Jansen as at 30 June 2024. A detailed breakdown of the Mineral Resources by individual deposit, classification and material type is presented on an exclusive basis (i.e. exclusive of those Mineral Resources that have been converted to Mineral Reserves).

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Table 11-2: Jansen – Summary of Potash (Exclusive) Mineral Resources (as at 30th June 2024)

Potash[1,2]	Mining method	Measured Mineral Resources				Indicated Mineral Resources				Measured + Indicated Mineral Resources				Inferred Mineral Resources			
		Tonnes	Qualities			Tonnes	Qualities			Tonnes	Qualities			Tonnes	Qualities		
		Mt	%K_2O	%Insol.	%MgO	Mt	%K_2O	%Insol.	%MgO	Mt	%K_2O	%Insol.	%MgO	Mt	%K_2O	%Insol.	%MgO
Canada																	
Jansen[3,4,5,6,7,8,9,10]																	
LPL	UG	–	–	–	–	–	–	–	–	–	–	–	–	1,280	25.6	7.7	0.08
Total potash		–	–	–	–	–	–	–	–	–	–	–	–	**1,280**	**25.6**	**7.7**	**0.08**

(1) Mineral resources are being reported in accordance with S-K 1300 and are presented for the portion attributable to BHP's economic interest. All tonnes and quality information have been rounded, small differences may be present in the totals.
(2) Mineral resources are presented exclusive of mineral reserves.
(3) Jansen, in which BHP has a 100% interest, is considered a material property for the purposes of item 1304 of S-K 1300.
(4) The point of reference for the mineral resources was in situ.
(5) Mineral resources estimate was based on a potash price of US$391/t (Real 2024 basis).
(6) Mineral resources are stated for the Lower Patient Lake (LPL) potash unit and using a seam thickness of 3.96 m from the top of 406 clay seam.
(7) Mineral resources are based on the expected metallurgical recovery of 88%.
(8) Potash or sylvite (KCl) content of the deposit is reported in potassium oxide form (K_2O). The conversion from KCl to K_2O uses a mineralogical conversion factor of 1.583.
(9) Mineral resources tonnages are reported on an in situ moisture content basis and was estimated to be 0.3%.
(10) The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and the historic average prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

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11.10 Discussion of Relative Accuracy/Confidence

Estimates of Inferred Mineral Resources have significant geological uncertainty and it should not be assumed that all or any part of an Inferred Mineral Resource will be converted to Measured or Indicated categories with further work. Mineral Resources that are not Mineral Reserves do not meet the threshold for reserve modifying factors, such as estimated economic viability, that would allow for conversion to mineral reserves.

In the Qualified Person's opinion, the relative accuracy and therefore confidence of the resource estimates is deemed appropriate for their intended purpose of global resource reporting and medium to long-term mine planning studies. The factors influencing the accuracy and confidence as stated in Section 11.7 are taken into consideration during classification of the model and are therefore addressed by the Qualified Person in the attributed resource classification.

12 Mineral Reserve Estimates

The Jansen Mineral Reserves are summarized from the approved Life of Asset (LoA) plan for the Jansen mine was completed in Fiscal Year 2024 (FY24) in accordance with the BHP requirements for Major Capital Projects. The Jansen potash project mineral resource model and mineral resource estimate have been used for the mine planning and conversion to the Mineral Reserves as at 30 June 2024. The LoA plan incorporates:

- Scheduling material movements from designed final mining excavation plans with a set of internal development sequences, based on the results of the resource evaluation process;
- Planned production from scheduled deliveries to processing facilities, considering metallurgical recoveries, and planned processing rates and activities;
- Capital and operating cost estimates for achieving the planned production;
- Assumptions for major commodity prices and other key consumable usage estimates;
- Revenues and cash flow estimates;
- Financial analysis including tax considerations.

Mineral reserves have been evaluated considering the modifying factors for conversion of measured and indicated resource classes into proven and probable reserves. The details of the relevant modifying factors included in the estimation of mineral reserves are discussed in the following section.

12.1 Key Assumptions, Parameters and Methods Used

The deposit is relatively two-dimensional (laterally extensive and relatively thin) and is “soft rock” thus amenable to mining using track-mounted boring machines, roof-mounted or floor-mounted conveying systems, and ancillary rubber-tired mining and transport equipment. The primary method of extraction is continuous mining using long room and pillar method within the LPL sub-member.

The mine is designed to reduce the risk of water inflow from overlying aquifers and to provide room stability for safe working conditions and managed through varying the extraction ratio relative to the life of the entry. Production panel mining extraction ratio ranges between 41 per cent and 44 per cent and long term travelways are planned to have a reduced extraction ratio of approximately 10 per cent for stress shielding. Further reduction in extraction ratio occurs with the placement of panels relative to one another to reduce the influence of stress. This is achieved through establishing pillars between active and future zones of mining, which is shown in Figure 12-1. Pillar dimensions are noted in Table 12-1. Production mining room widths are expected to be 12 metres.

The geotechnical parameters have been supported and developed by external consultants and the Jansen Geotechnical Qualified Person. The parameters were developed after empirical and numerical modelling analysis, including benchmarking studies of the deposit assessing; the geological conditions, depth, extraction ratio, extraction rates, and expected useful life of the entries. The pillar widths are based upon the study outcomes and recommendations, and guide the mine design, with depth and overburden type forming the calculation basis of the in situ stress for the Prairie Evaporite. Pillars within the mining horizon are used to enable safe mining of

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entries, maintain entry stability throughout their required life, and maintain the integrity of the overlying strata.

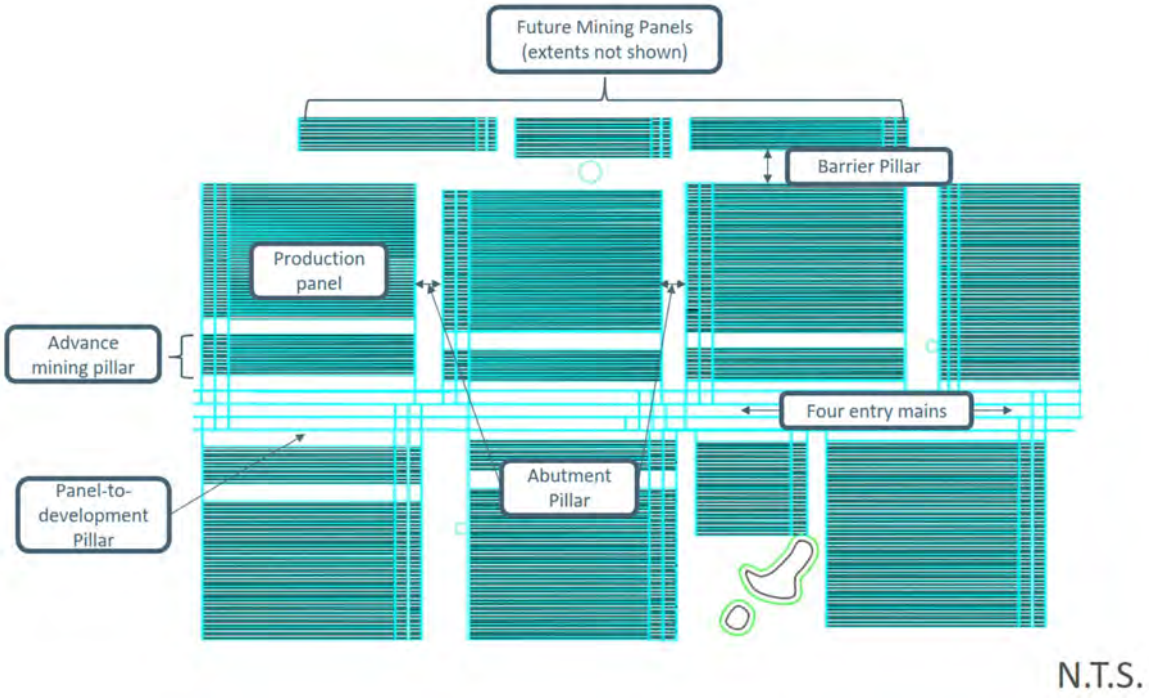


Figure 12-1: Naming convention and typical arrangement of pillars

Table 12-1: Mine Design Modifying Factors

Modifying factor	Pillar Distance (m)	Note
Shaft (pillar diameter)	4,000	Production mining exclusion zone
Mainline development	100	
Block development	60	
Advance mining	500	Function of distance to end of mining block
Panel to development	150	
Abutment	150	
Barrier	300	
Town limit	500	Standoff from demarked town limit
Collapse Anomaly– (Severity Class 1, 2, 3)	300, 300, 50	Refer to Section 6.4 and Figure 7-22,
Drill Holes – Historic, BHP (pillar diameter)	180, 100	Historical refers to all holes pre 2008
Brine disposal well (pillar diameter)	200	
Production panel pillar	15 to 17	Depth dependent

Mechanically-anchored rock bolts are the planned ground support method for the mine. The support design is based on overlying salt beam thickness and/or a change in material characteristics. The salt beam thickness is the distance from roof to the next overlying clay seam or plane of weakness. When the overlying strata is thinner than the practical limit of rock bolt

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ground support, the strata will be excavated and become part of the processing stream as dilution. The design of the mine excavations is not driven by roof beam thickness prediction models. Roof beam thickness thresholds are listed in Table 12-2. The Mineral Reserve estimate is considered to be fully diluted for reporting purposes and a reference point of Run of Mine ore delivered to the Mill for processing.

Table 12-2: Roof beam thickness thresholds

Entry Type	Cut	Bolt	Planned Overcut
Production	0 to 30 cm	30 to 50 cm	10 cm
Development	0 to 50 cm	>50 cm	10 cm

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The mine design shapes are outlined in two dimensions with their position optimised on a lease wide scale to maximise the conversion of mineral resources, production tonnes to the development required, and capital efficiency of the bulk materials handling system. The mine design shapes are populated with the ply information from the resource model characteristics and the respective roof dilution guided by the aforementioned roof beam thickness thresholds and loaded into the mine planning model. The thickness of the planned overcut from the target roof strata is expected to be 10 centimetres.

Major geological features such as collapse anomalies, carnallite, and large leach areas indicate the areas where mine excavations are to be avoided. Some smaller scale anomalies are included within the mine design and therefore in plant feed. This dilution is unavoidable since no waste handling system exists. The combined dilution tonnage of planned carnallite zones and no-potash anomalies is less than 10 million tonnes.

The excavation sequence (Figure 13-5) is determined within the mine planning model. The mine layout is divided into four districts, with active mining planned in three districts at any given time. Mining will begin in the East, North, and West Districts. The mine schedule does not plan for losses through abandonment of mining rooms. The tonnage and volume based consumables from the mine planning model are used in the calculation of the mine operating expenses, and serve as the trigger for maintenance based outages such as equipment rebuild cycles.

The mine planning model is limited in the breadth of scope, and as a result simplifies the operation of the hoist and processing plant, and excludes all activities further downstream of the processing plant. The Production Volume Estimate (PVE) is a simulation model of the entire Jansen Value Chain; mine face through to ship loading which considers variability and correlation within and between activities. The Expected production rates are a result of the PVE model and represent the most likely production rate of the entire Jansen Value Chain. The mine planning model is explicitly linked to the resource model and generates a deterministic ore grade profile which is used in the Economic Evaluation. The PVE model is not linked to the resource model and therefore cannot produce a corresponding grade profile to the Expected production.

The estimation of the Mineral Reserve does not include the use of Inferred Resources or Indicated Resources.

As described in Section 16, the through-cycle price average is estimated using Nutrien Ltd. (nee Potash Corporation of Saskatchewan Inc.) quarterly published offshore and onshore realised

prices during 2008-2023. A longer duration is considered to establish the through cycle average price, with the upswing average from 2008 to 2013, a downside average from 2014 to 2020, and the emergence of a 'Fourth Wave' of pricing beginning in 2021 as shown in Figure 16-3. An average price calculation method was used to preserve the upswing and downswing pricing in the pricing cycle. After accounting for product type and geographical sales mix to a Jansen operation equivalent, the average price is US$391/t FOB mine (Saskatoon, Real 2024 basis). Price assumptions are discussed further in Section 16.

In this Qualified Person's opinion, it is appropriate to the commodity to use a through-cycle average price trend to estimate a reasonable reflection of the long-term potash market fundamentals. The drivers of the Potash market are more foundational and largely attributed to population, diet, and soil fertility. Short term pricing swings are largely attributed to weather, government policy, and local farm economics.

The operating cost estimate for Jansen, outlined in Section 18.2, is developed to a pre-feasibility level of accuracy. The estimate includes all costs spanning from the mining face underground to the loading of product to rail at the site. The majority of the direct capital cost estimate is based on engineering designs, and the majority of the direct bulks and equipment supply pricing are based on budget pricing from the market. Operating expenses estimates, sustaining capital, and project capital cost estimates are detailed in Section 19.

12.2 Cut-Off Grades Estimates

The orebody gently undulates over large distances, has well defined boundary conditions, and has a reasonably consistent ore grade over the Jansen lease with mining occurring on a single level. The cut-off grade has been estimated at 8.1 %K_2O and considers mining 1,070 Mt over the life of the mine using the price and cost data outlined in Section 19 - Economic Analysis, and mid case mining parameters shown in Table 12-6. The cut-off grade is a calculated value within the economic analysis model. The economic model intakes the expected production profile shown in Figure 13-4, and sequentially reduces the run of mine ore grade over the life of mine, until the calculated Net Present Value equals zero.

The Minimum range case, shown in Table 12-6, has aggressive overcut conditions with a complete removal of all Shadow band types when present, 20 centimetre overcut in all instances, and a fixed 4 metre production room cut height which cuts low grade material. Achieving a run of mine grade that approaches the calculated cut-off grade is believed to be unlikely and holds the assumption that no mitigating actions to improve grade are taken or successful over the life of mine.

The economic viability of the Mineral Reserve has been tested against a range of commodity prices, with detail available in Section 19. The basis for the price forecast is outlined in Section 16 of this report.

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Table 12-3: Assumptions / Estimates for Cut-off Grade[1]

Assumption / Estimate	Units	Value	Comment
Potash price	US$/t	391	2024 Real basis. FOB Mine
Exchange rate CA$/US$		1.30	3 year historic average (Jul '20 through Jun '23)
Mill recovery	%	88	
Mining cost	US$/t	1	
Processing cost	US$/t	9	
Administration and other cost	US$/t	23	
Fixed Costs	US$/t	43	
Sustaining Capital	US$/t	13	
Total cost	US$/t	90	
Discount Rate	%	7.0	
Cut-off grade	% K_2O	8.1	

Table 12-4: List of Cut-offs Currently in Use

Area / Deposit	Ore Type	Mineral Reserve Cut-off grade	Comments
Jansen	Potash	8.1 % K_2O	

Ranging occurred throughout the Jansen Project development, with the latest exercise independently facilitated with a broadened external industry engagement, constraining the timeframe considered to remove the effects of mitigations, and aligned to BHP's Ranging Guidelines. The Key Value Drivers (KVDs) of the project are found in Table 12-5. A mine schedule was developed for the Minimum, Low, High, and Maximum range scenarios, which determined the tonnes and grade per period, and the total minable tonnes. A summary of ranged dilution values and resource grade are shown in Table 12-6.

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Table 12-5: Jansen Project Key Value Drivers

Area	Key Value Driver	
Mine	Borer Cutting Rate (tph) Borer Failure Rate (%) Extendable Belt System (EBS) Failure Rate (%) Conveyor Failure Rate (%) Shift Change (hrs/day)	Relocation Duration (hrs/event) Turnaround Relocation (hrs/event) Bit Change Duration (hrs/event) EBS Extension Duration (hrs/event)
Hoist	Scheduled Downtime (hrs) Unscheduled Downtime (hrs)	Skip Cycle Time (seconds / cycle)
Processing	Dilution (%K_2O loss) Scheduled Downtime (hrs) Unscheduled downtime (hrs) Ore feed rate (tph)	Dissolution losses (%) Fines flotation recovery rate (%) Coarse rougher flotation recovery rate (%)
Rail	Overseas – Transit cycle time (hrs)	Overseas – Non-transit cycle time (hrs)
OPEX	Mine Production (# FTE) Mine Maintenance (# FTE) Surface Maintenance (# FTE) Mine Production ($/FTE) Mine Maintenance ($/FTE) Surface Maintenance ($/FTE)	Operations Support ($/FTE) Indirect labour ($) Mine Sustaining Capital ($) Process Sustaining Capital ($) Export Rail Freight & Fuel ($)

Table 12-6: Range cases – Grade summary

KVD	Min (P99)	Low (P90)	Expected	Mid (basis for Mineral Reserves)	High (P10)	Max (P1)
Shadow band	100% cut	50% cut	N/A	Dev. Cut 0-50cm; Prod. Cut 0-30cm	Cut 0-20cm	Bolt all
Global overcut (cm)	15	15	N/A	10	5	0
Extraction Ratio (%)	30	37	N/A	44	50	70
Inter Panel pillar (metres)	300	150	N/A	100	100	50
Inter block pillar (metres)	300	300	N/A	300	100	50
Panel room length (metres)	400	800	N/A	1,800	2,500	6,000
Resultant Dilution (%K_2O)	4.0	3.6	1.8	1.2	0.9	0.7
Resource grade (%K_2O)	25.3	25.7	26.2	26.1	26.7	27.0
Resultant RoM (%K_2O)	21.3	22.1	24.8	24.9	25.8	26.3

12.3 Reserves Classification and Criteria

The Probable Mineral Reserves are comprised of Measured Mineral Resources because the targeted mineralised zone has not been exposed to any significant degree to validate the modifying factors. It is noted that the Mineral Resources are exclusive of Mineral Reserves. At the time of writing, the LPL has been exposed in the wall of each shaft and no LPL lateral development has been completed to date. Given the minimal amount the orebody has been physically revealed, the pillar sizes, pillar recovery, and the overlying roof beam thickness which correlate to the total recoverable tonnes and mining dilution are uncertain.

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12.4 Mineral Reserve Statement

The Mineral Reserves outlined in Table 12-7 are based upon a Measured Resource noting the Mineral Resources are reported on an exclusive basis from the Mineral Reserve. The Mineral Reserves are acknowledged to be at a Probable level of confidence given the underground development to date is not sufficient to validate the modifying factors.

In the opinion of the Qualified Person it is appropriate to select the lower confidence level of Probable given the limited exposure of the orebody.

Table 12-7: Jansen – Summary of Potash Mineral Reserves (as at 30th June 2024)

		Proven Mineral Reserves				Probable Mineral Reserves				Total Mineral Reserves			
		Tonnes	Qualities			Tonnes	Qualities			Tonnes	Qualities		
Potash[1]	Mining Method	Mt	%K_2O	%Insol.	%MgO	Mt	%K_2O	%Insol.	%MgO	Mt	%K_2O	%Insol.	%MgO
Canada													
Jansen[2,3,4,5,6,7,8,9]													
LPL	UG	–	–	–	–	1,070	24.9	7.5	0.10	1,070	24.9	7.5	0.10
Total potash		–	–	–	–	**1,070**	**24.9**	**7.5**	**0.10**	**1,070**	**24.9**	**7.5**	**0.10**

(1) Mineral reserves are being reported in accordance with S-K 1300 and are presented for the portion attributable to BHP's economic interest. All tonnes and quality information have been rounded, small differences may be present in the totals
(2) Jansen, in which BHP has a 100% interest, is considered a material property for the purposes of item 1304 of S-K 1300.
(3) The point of reference for the mineral reserves was ore as delivered to the mill for processing.
(4) Mineral reserves estimate was based on a potash price of US$391/t (Real 2024 basis).
(5) Mineral reserves estimates cut-off is a function of mining parameters and seam thickness. The calculated cut-off grade from economic modelling where the mine plan would be break-even is 8.1% K_2O.
(6) Mineral reserves are based on the expected metallurgical recovery of 88%.
(7) Potash or sylvite (KCl) content of the deposit is reported in potassium oxide form (K_2O). The conversion from KCl to K_2O uses a mineralogical conversion factor of 1.583.
(8) Mineral reserves tonnages are reported on an in situ moisture content basis and was estimated to be 0.3%.
(9) The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The annual cash flow data was prepared based upon Pre-Feasibility-level studies and the historic average prices and costs described in this Technical Report Summary; it is subject to change as assumptions and inputs are updated. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.

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12.5 Discussion of Relative Accuracy/Confidence

In the opinion of the Qualified Person, areas of uncertainty that may materially affect the Mineral Reserve estimate include (but are not limited to):

- The Jansen mine is not yet producing and has no operational performance data
- Price and other economic assumptions
- Ability to continue sourcing water from the Saskatoon South East Water Supply
- Ability to maintain environmental and social license to operate
- Changes in assumptions related to the mine design evaluation including geotechnical, mining capability, processing capabilities, and metallurgical recoveries
- Potash is the sole commodity type extracted or considered.

The Jansen mine is not yet producing and therefore actual results are uncertain and have not yet been reconciled against the planned performance. A Production Volume Estimate (PVE) model was developed and applied across the entirety of the value chain in an effort to understand the impact of uncertainty. The PVE model is a mine-face-to-market model of the integrated chain for Jansen. Monte Carlo simulations were performed to quantify the uncertainty of value chain inputs on the integrated capacity.

There remains uncertainty with respect to the validation of the production panel pillar sizing. Production panel mining represent approximately 90 per cent of the Mineral Reserve, with development entries comprising the remaining approximate 10 per cent. The pillar sizes have been selected to mimic stress conditions that are successfully managed in the Saskatchewan basin. The geotechnical instrumentation installation, data collection program, and numerical modelling validation plan exists and is planned to begin with lateral development start.

Managing mining face dilution via the roof beam thickness thresholds will evolve with time and ground performance data collection and analysis. Sensitivity ranging has been performed.

The mining recovery is currently planned to be 100 per cent, and includes the mining of advance mining pillars; mining and transport losses are not accounted for. Upon retreat from a mining block, the larger advance pillars will be mined and subject to the abutment pillar sizing. Advance pillar mining represents 15 Mt of the mineral reserve and mining of this type occurs steadily over the mine life. There is a level of uncertainty regarding the mining of the rooms within the advance mining pillars. The pillars have been designed such that the stress conditions are favourable for excavation. The recovery of the advance mining pillars does not have a material impact to the economic viability of the mineral reserve.

The shaft liners have a design life of 70 to 80 years. Planning for and adherence to shaft maintenance is a critical component to extend the life of the shaft liners. Shaft liner monitoring instrumentation exists, and can provide an idea of when additional maintenance may be required. The shaft has been identified as a critical asset.

In the Qualified Person’s opinion, the relative accuracy and therefore confidence of the reserve estimates is deemed appropriate for their intended purpose of global Mineral Reserves reporting and short to long-term production planning. The application of modifying factors affecting the accuracy and confidence as stated in Chapter 11 are taken into consideration during classification of the model and are therefore addressed in the Probable Mineral Reserve classification.

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13 Mining Methods

13.1 Selected Mining Method

At Jansen, the LPL ore zone was selected as the target mining zone. The LPL ore zone offers several advantages over the UPL sub-member and Belle Plain Member. Refer to Figure 6-4. Based on the available information over the Jansen lease, the LPL has a more consistent and greater thickness, a thicker overlying salt beam for long-term stability of the overlying strata and mine workings, and a higher and more consistent grade than the UPL ore zone.

The planned mining method is long room and pillar utilizing continuous mining equipment for excavation. Refer to Figure 13-1. The mining method was selected given the deposit is stratified, generally flat lying, and suitable for mechanical cutting as the means for excavation. The thickness and the grade intervals of the LPL zone in the Jansen lease area do not vary significantly.

The mine is divided into four districts, which contain mining blocks comprised of development entries and production panels. Excavated ore is transported via conveyor network to the shaft for hoisting and subsequent processing. Development mining takes place within the LPL zone. Production room mining is completed in a two pass routine, where pass 1 is excavated from the panel travelway to the turn-around entry while a temporary conveyor system is installed as the mining face advances. Pass 2 follows the excavation wall from pass 1, and reclaims the conveyor as the mining face advances back towards the travelway. This process is repeated until all rooms have been mined in a panel.

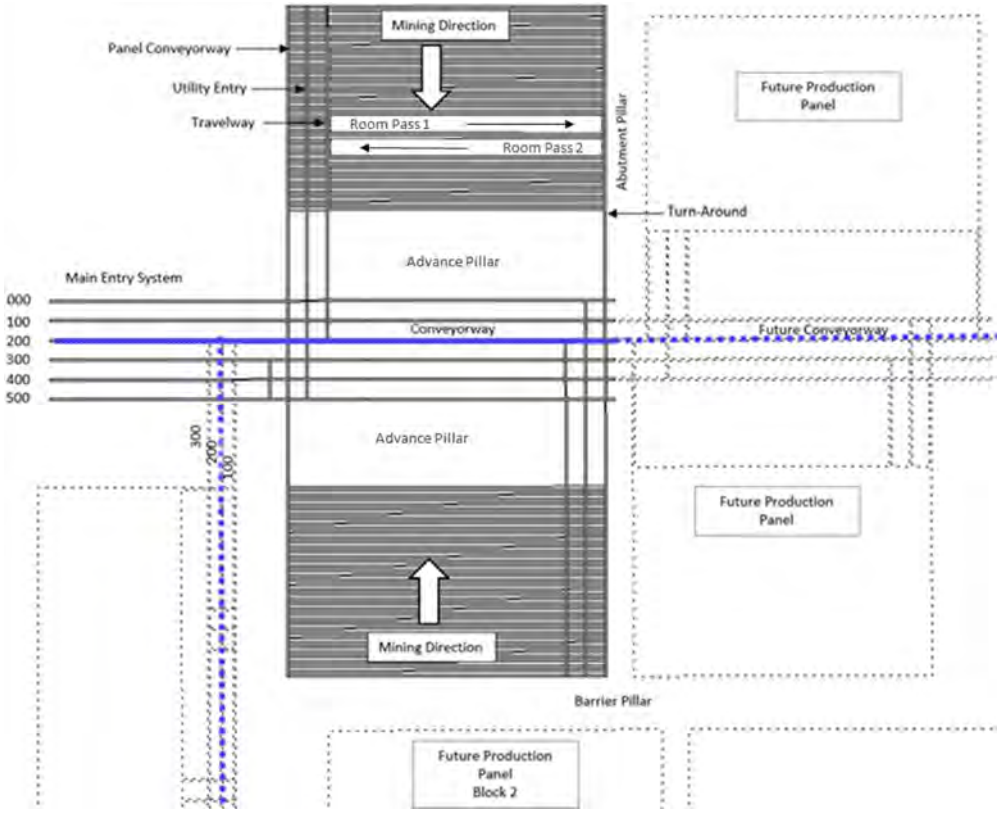


Figure 13-1: General arrangement of development access and production panels

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13.2 Additional Parameters Relevant to Mine Designs and Plans

As discussed above, the Dawson Bay aquifer is in close proximity to the mining horizon (Figure 7-8). The mine is designed to avoid the occurrence of mine inflow by designing the extraction ratio such that the integrity of the overlying strata remains intact. The Dawson Bay Formation in the Jansen area is expected to have low permeability or relatively low inflow deliverability potential but may pose potential risk of water inflow if hydraulically connected to vertically adjacent aquifers. In an effort to reduce the risk of a mine threatening inflow, the Dawson Bay Formation is treated as though it has a high permeability. The hydrogeological models developed contribute to the risk analysis of water inflow to the mine and mine dewatering design (refer to Section 15.8.4 below).

13.2.1 Geotechnical Models

Geotechnical models have been developed to assess the long-term and short-term effects from mining over the life of the entries. Considerations were given to ground stability, management of mine induced inflow and surface subsidence.

Maintaining the integrity of the Second Red Beds, is one consideration for the assessment of long-term stability. Conducting geotechnical model assessments on the Second Red Beds planned mine designs has provided confidence that mining induced damage will likely not occur to the Second Red Beds or Dawson Bay limestones. These model assessments confirm assumptions that with expected local geology, fractures between the mining rooms within the Prairie Evaporite are not created connecting the mining rooms with the overlying aquifers within the Souris River, Duperow and Mannville. Maintaining the integrity of the overlying shale, limestone and halite units act as a protective barrier from risk of brine inflow. An additional control to manage the brine inflow risk, is pillar size which is controlled to reduce impact from subsidence. Zones that have the potential to contain brine, such as water bearing Dawson Bay, are marked as exclusion zones and can be avoided to further reduce the risk of potential brine inflow. Modelling of pillar design is critical to ensure mining induced fracturing of the overlying strata does not occur.

Determining the integrity of the Second Red Beds involves looking at the strength of the member versus the mining induced stresses with time. The factor of safety while mining within the LPL mining horizon, is expected to exceed 2.5. The factor of safety while mining in UPL entries is expected to exceed 1.4 with the difference in factor of safety primarily attributed to proximity of the Second Red Beds from the mined horizon.

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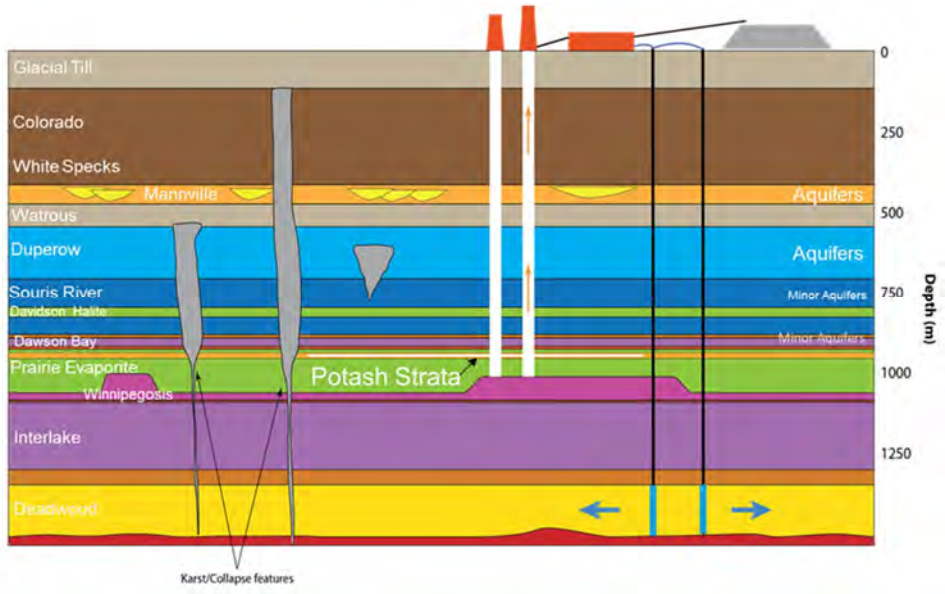


Figure 13-2: Schematic of Local Geology, Aquifer locations in relation to Potash Strata

The stability of the mined entries is controlled through room and pillar size and extraction ratio in conjunction with geological and operational considerations. Table 12-1 shows the parameters used to develop the life of mine design, whereas Table 12-2 shows the decisions in response to geological and operational outcomes. The LPL ore zone within the mine design footprint dips relative to surface 130 metres from the northeast down to the southwest (Figure 7-5). Due to increase in overburden weight, the magnitude of stress is expected to also increase in the south-west. The operational response from the increase in in situ stress is to change the pillar size within panels resulting in reduced extraction, this is shown in Figure 13-3. An exception is shown for early mine life panels, where pillar size is planned for 17 metres, to enable early ground calibration in a more conservative design.

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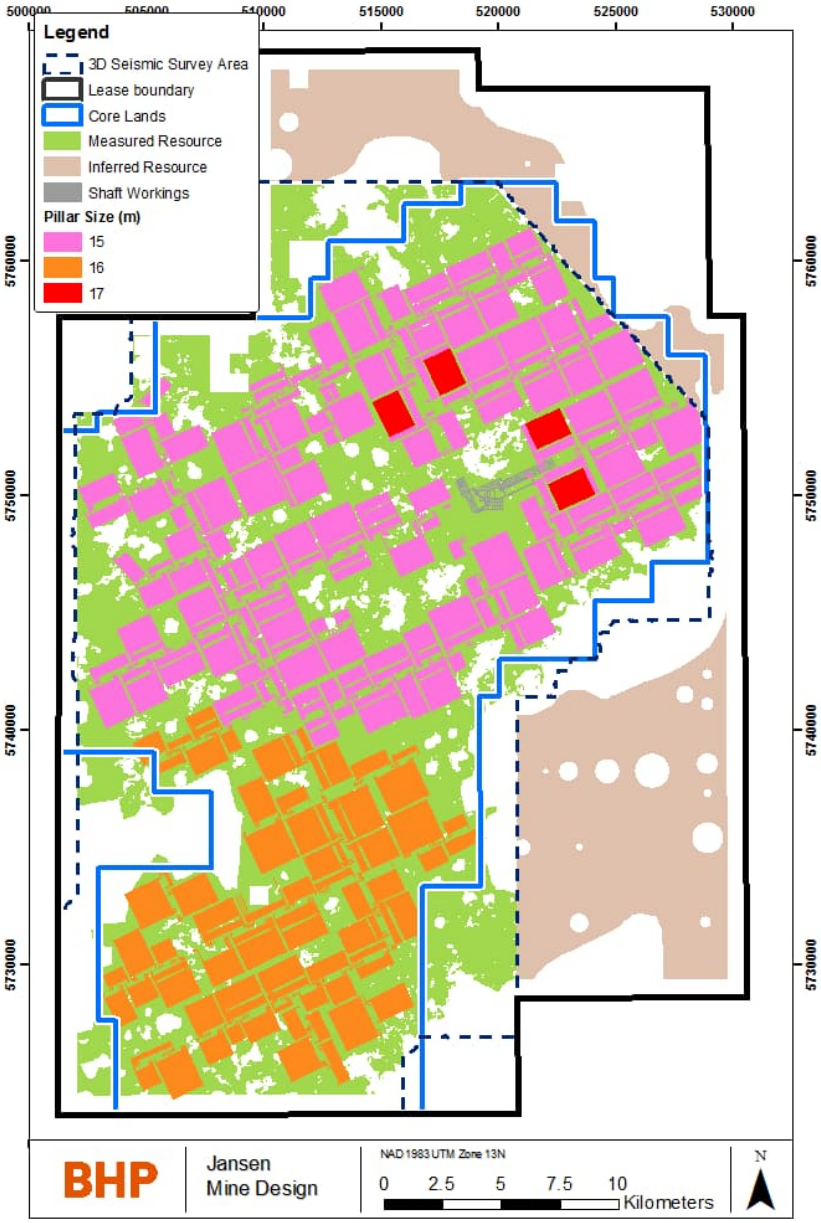


Figure 13-3: Change in panel extraction with increasing depth

The geotechnical model consists of analysis completed for all expected designs for the Jansen mine. Jansen specific mine designs that have been evaluated include shaft pillar life of mine entries in the UPL and LPL mining horizons at varying dimensions, raw ore bin, surge bin and ramps. Modelling external to the shaft pillar, was conducted on a variety of production panel and development entry layouts, including various room and pillar sizing.

In the Qualified Person's opinion, the Jansen mine design is geotechnically feasible. The design is supported through documented similarities with the neighbouring Nutrien Lanigan mine, located approximately 40 kilometres west of the Jansen mine site, which has been in operation since 1968. There are differences between those mines such as the excavated production room height and corresponding pillar sizes. However, both mines share similar area extraction ratios which is a common metric for assessing overall geotechnical conditions for entries. Furthermore, the Jansen design utilizes a narrower room width and with a planned reduced duration in room, exposure to geotechnical risks is expected to be reduced.

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There is uncertainty with the geotechnical model, particularly with pillar response, regionally for the Jansen mine as test work in the ore zone was primarily completed for one drill hole. The viscoelastic plastic response was tested on Jansen drill core, including samples from the UPL to Belle Plaine Member. Analysis of representative intervals from the drill hole were tested in relation to proposed mine plan design. Testing from nearby exploration drill holes provide additional confidence in Jansen modelling parameters. To address the uncertainty, a ground monitoring plan for shaft pillar mine development has been developed to build upon the geotechnical database and calibrate against the existing geotechnical model prior to panel development.

13.2.2 Hydrogeological Models

The brines in the aquifers adjacent to mine levels are found to be saturated to a varying degree in potash mines. Undersaturated brines may pose substantial risk to potash mining. Even saturated brines may still have the ability to dissolve rock salts causing erosion of the rock and fluid movement resulting in potential mine inundation (i.e., groundwater inflow into a mine). Therefore, inflow is considered a material risk to the Jansen mine.

The Dawson Bay Formation is deemed to pose a potential risk of water inflows into a mine due to its water bearing potential and close proximity to the mining level (Figure 7-2 and Figure 13-2). Porosity and formation water content in the formation are found to be variable across the Jansen mine area despite the stratigraphy being uniform and consistent. The drill hole geophysical logs and seismic data found no high porosity areas in the Dawson Bay carbonate that overlies and is closest to the planned mining zone. If the Dawson Bay Formation is hydraulically connected to other adjacent aquifers through geological structures (such as collapse anomalies), this may pose an additional risk of increased water inflows (Figure 13-2). Collapse anomalies are the post-depositional geological structures, which are the products of complex geological, hydrogeological and hydrogeochemical processes. The processes include fracturing, fluid movements, rock dissolution, and rock failure. The structures are high risk features for mine excavation as they may connect aquifers and can act as a conduit to increase inflows into a mine in a short period of time. 3D seismic technology mapped the size and geometrical extent of these structures (Sections 6.4 and 7.1.4). The mitigation of potential hydraulic connection with the overlying aquifers is discussed in Section 13.2.1.

The hydrogeology of the Dawson Bay Formation was characterized by utilizing the available site-specific data and conceptualized to understand the site scale groundwater flow system. A groundwater model was developed using commercially available industry standard groundwater modelling software FEFLOW. The model was constructed based on the site scale hydrostratigraphical units and geological structures (such as collapse anomalies). Due to the variability of available site-specific hydraulic parameter values of the Dawson Bay Formation, the model considered Min, Mid and Max inflow cases for Base Case inflow scenario (i.e., inflow from the Dawson Bay Formation only) and Special Case inflow scenario (when mine excavation intersects collapse anomalies). The model was built to inform potential inflow risk and provide critical information for decision making in support of mine design and mine dewatering.

In the Qualified Person's opinion, the level of technical details in the study of the Dawson Bay Formation and collapse anomalies is adequate for the assessment of their risks to potential mine inundation at the time of preparation of this report. The model needs to be updated to refine the current prediction of inflows when additional site specific data for the Dawson Bay Formation are

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available. The calibration and uncertainty analysis of the model will also be required as mine operation begins and advances.

13.3 Production Rates and Mine Life

The estimated annual tonnage and grade profile is shown in Figure 13-4, with values shown in Table 13-1. The production profile is aggregated from the mine schedule which is planned on a monthly basis for the first 10 years, and annually thereafter through to end of mine life. The active mining area progression by period map can be seen in Figure 13-5. Economic testing is performed using the expected production rate and run of mine grade.



Figure 13-4: Jansen Estimated Production Profile

Table 13-1: Estimated Run of Mine Production (by financial year 1 July – 30 June, based on FY24 LoA)

	Fiscal Year Ending (1 July – 30 June)									
	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Expected Tonnes (million)	1.7	6.3	11.2	18.1	21.4	22.8	23.4	23.4	23.4	23.4
Expected Grade (%K_2O)	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8

	Per Fiscal Year in Period (1 July – 30 June)				
	2037-2046	2047-2056	2057-2066	2067-2076	2077+
Expected Tonnes (million)	23.4	23.4	23.4	19.2	-
Expected Grade (%K_2O)	24.8	24.8	24.8	24.8	-

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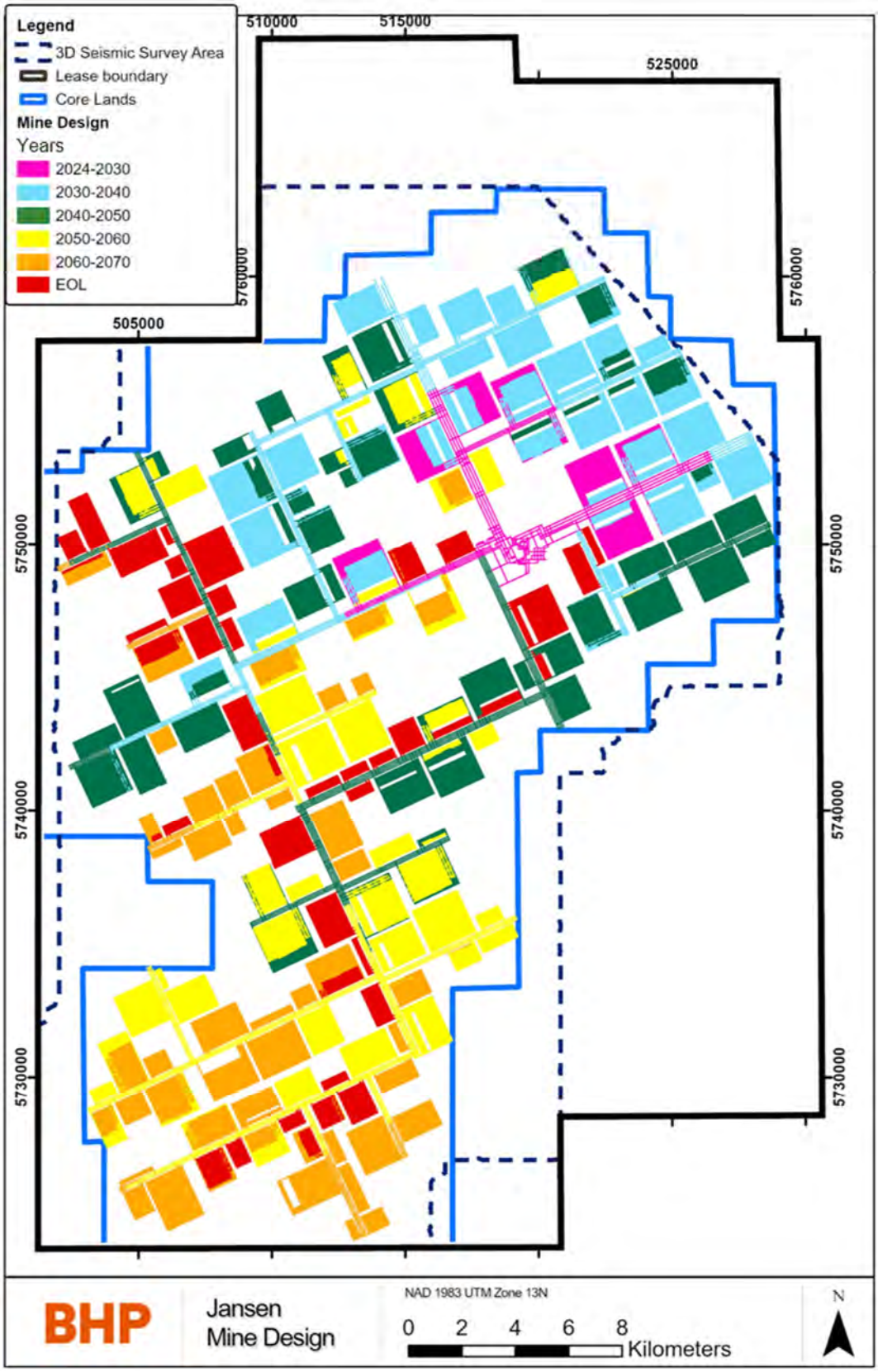


Figure 13-5: Active mining area progression

13.4 Mining Unit Dimensions, Mining Dilution and Recovery Factors

The production mining rooms are excavated in two passes, yielding a 12 metre wide opening of varying length. Production panel pillar widths vary with deposit depth between 17 metres and 15

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metres. There is no minimum room design length, rather minimum pillar dimensions. In general terms the mine design strives for the longest panel room length, up to a maximum of 1,800 metres. The mine plan strives to assign mining rooms less than 1,000 metres in length to be excavated by a drum miner with batch haulage.

Development mining rooms are subject to the same minimum room sizes, although are excavated larger given the required useful life of the development entry is longer than a production mining room.

Mining height is variable between 3.7 metres and 4.4 metres. A histogram of planned room excavation heights can be found in Figure 13-6. Except for the shaft pillar area, all excavations are expected to occur in the LPL. Each mine design shape undergoes an evaluation of excavation heights to determine the highest ore grade. Determining the planned excavation height is an iteration which first considers the grade of the minimum mining height and the thickness of the overlying dilution material, then compares the grade against a mining height that includes an additional resource model ply. Resource block model ply thicknesses are illustrated in Figure 11-1.

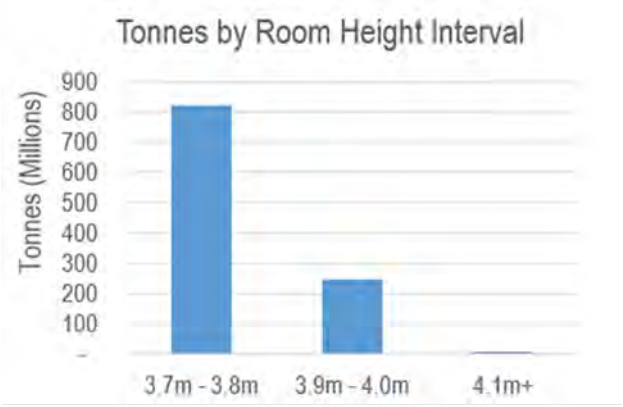


Figure 13-6: Histogram of mining room design heights

Mining dilution is captured in the mine plan through the planned overcut of the 406 clay seam and, where required, cutting the overlying halite unit to achieve stable roof conditions. The overlying roof dilution is primarily salt and has a fixed grade of 3 % K_2O applied. The primary driver for excavating roof dilution is the depth and type of the shadow band (SB). The SB has been interpreted and modelled as a continuous zone of clay bands with categories of alteration. The first category of shadow band are recognised as discrete mud parting planes with varying thickness. The remaining SB do not form a distinct defined parting plane. The SB that form discrete parting planes within the roof beam thickness thresholds discussed in Section 12.1, are planned for excavation. The regional geological deposition is discussed in Section 6.1.

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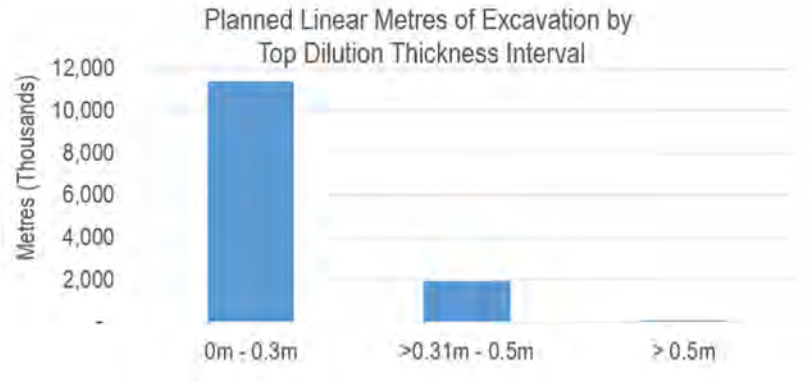


Figure 13-7: Histogram of planned linear metres to be excavated by top dilution thickness interval

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It is the opinion of the Qualified Person that the mining dilution has been reasonably reflected in the mine plan, and therefore the economic evaluation, through the use of a planned global overcut of 10 centimetres on the targeted roof strata, and the use of roof beam thickness thresholds triggered by the capability of the ground support and a modelled shadow band interpretation. Of noteworthy comparison is the positive economic value shown in the Min range case, Table 12-6, despite an aggressive overcut of 20 centimetres in all instances, and complete removal of all shadow band types for the entirety of the mine life.

As no production has occurred to date, no reconciliation data is available. The mining recovery is estimated to be 100 per cent recoverable. Ore losses from transport between mining face and the ore processing plant have not been considered. The reported mineral reserve grade is considered fully diluted.

13.5 Overburden Stripping, Underground Development and Backfilling

The use of backfill at Jansen is not currently planned. Fine and course tailings will be placed in the tailings management area.

Refer to Figure 13-5 for the active mining area progression. Mine development entries will be excavated in the LPL ore zone.

Backfill in the sense of providing geotechnical support is not currently planned at Jansen. However, periodic storage of material will occur due to rehabilitation work that will take place over time. The destination of this material may either be stored in stable old entries or loaded onto the conveyance system to the mill.

13.6 Equipment and personnel

According to the mine plan, underground construction and mining activities of the Jansen mine will be supported by a fleet of mobile equipment (Table 13-2). The listed equipment is to be purchased and commissioned through the construction and production ramp up period. The dimensions of the mine design reflects the use of this equipment. Asset management at Jansen is based on fit-for-purpose life-cycle cost analysis and maintenance planning is in alignment to the life of mine plan. The mine plan considers the frequency and duration of maintenance activities in the schedule.

The underground mobile equipment fleet is expected to include all equipment required for:

- Early shaft pillar development and mine construction
- Shaft and mine services, including conveyance system construction and upkeep
- Production panel support, including development of cross-cuts and stubs
- Mains development support
- Ground support and rehabilitation
- Emergency response
- Personnel transport

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Table 13-2: Jansen life of mine mobile equipment list

Group	Equipment	Quantity
Ground Control	Roof Bolter	17
	Scaler	8
Continuous Drum Miner and Support Fleet	Battery Ore Haulers	23
	Drum Miner	7
	Feeder Breaker	10
Mining System	MF460	8
	PO140 EBS	7
LHD Fleet	LHD – 3 to 18 tonne	25
Transport Fleet	Crew Carrier & Transport- Mine Rescue	4
	Fire Truck – Mine Rescue	1
	Personnel Carrier – Service Truck	27
	Personnel Carrier	66
	Cassette Carrier Truck	14
Multi-Purpose Chassis Fleet	Diesel Fuel Cassette	4
	Lube Cassette	4
	Mechanical Heavy Duty Service Cassette	6
	Scissor Deck Truck	4
	Utility Cassette	4
	Water Collection – Vacuum Cassette	2
	Water Cassette	2
Specialized Fleet	Mobile Crane / Forklift	7
	Mobile Belt Line Clean-up conveyor	2
	Motor Grader	1
	Skid steer or Compact track loader	3
	Tractor	2
	Tractor – UG Large	1
	Diesel Generator	3
	Telescopic elevated work platform	2
Flexible Mobile Conveyor	Flexible Mobile Conveyor	1
Telehandlers	Telehandler – 2.5 to 20 tonne	25
Total		310

The total headcount for the Jansen operation, under the current mine planning assumptions, is expected to be 896 total BHP employees (Table 13-3). Under normal operating conditions Jansen mine will operate 24 hours per day, 7 days per week. The roster options will vary by role and by location. The headcount at Jansen is expected to remain reasonably constant for the life of mine. The headcount includes:

- all operations direct BHP Canada employees working in traditional operational work execution, supervisory and planning functions;

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- All Jansen-related business functional support employees including Human Resources, Health, Safety and Environment, Indirect Technology, Finance, Supply, Corporate Affairs, Legal, Marketing, Planning & Technical, and the Asset President;

The headcount excludes the following roles, with the associated costs captured in the Intragroup Service Charges (IGSC):

- All Global functions indirectly supporting Potash, including Strategy and Development, port and rail operations.

Table 13-3: Jansen Full Time Equivalent personnel at steady state

	Total FTE
Leadership & Administration	5
Underground & Surface Production	296
Port & Rail	7
Underground & Surface Maintenance	374
Integrated Operations Management	110
Operations Technology & Asset Improvement	78
Engineering	26
TOTAL	896

13.7 Final Mine Outline

The LoA mine design is shown in Figure 13-8.

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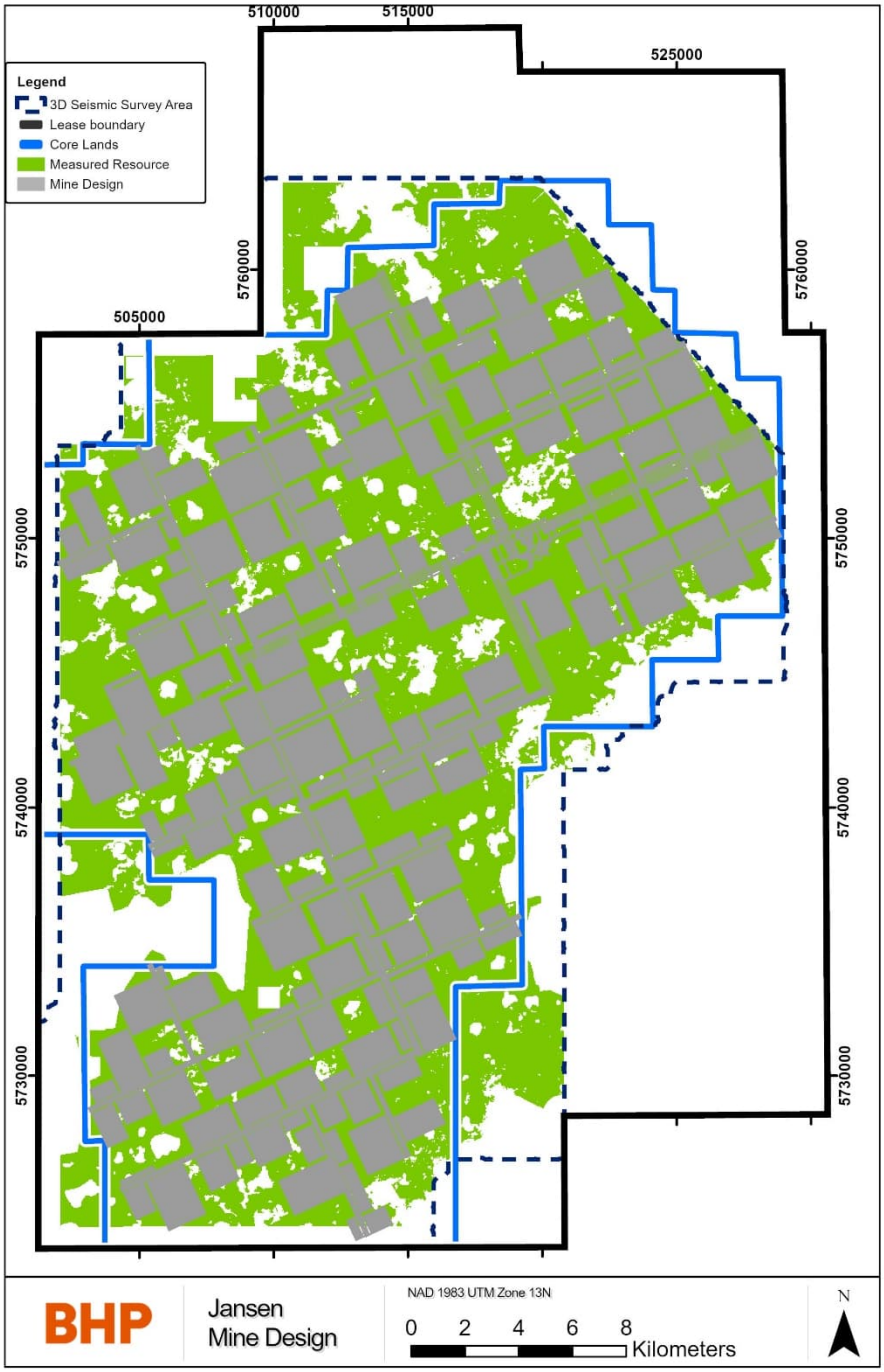


Figure 13-8: Jansen mine design.

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14 Processing and Recovery Methods

Conveyors will transport raw ore (approximately 40 % KCl salt, 53 % NaCl salt, and 7 % water insoluble) from the service and production shafts to one of two processing plants or the common raw ore storage building. The raw ore enters the processing facilities and is then crushed and screened before being fed to the wet scrubbing circuit, where it will be mixed with brine in the pulping tank. Water insoluble materials are removed from the salts with hydrocyclones, then the salts are pumped to a flotation circuit to form a potash concentrate by separating the potash salts (KCl) from the non-potash salts (NaCl). The concentrate is transferred to centrifuges to remove the brine, forming a concentrate cake. The concentrate cake is dried in a fluid bed dryer before final material screening and sizing. The processing circuit will produce two types of saleable potash; a standard red product and compacted red granular product. The potash products are then stored in a common product storage facility before being loaded into railcars for transport.

The Jansen processing design is conceptually based on selecting equipment of the largest capacity available to achieve the process requirements and installing only minimal redundancy required for optimizing operating reliability. Both processing facilities are designed for a 1,483 tph feed rate, with a minimum 15 per cent design factor on all equipment to handle process variables.

Equipment known to exhibit high reliability based on reliability modelling and industry experience, such as belt conveyors, were selected to be single stream with no redundancy. When multiple pieces of equipment were selected for an individual unit operation (as a result of limited capacity of commercially available equipment or for reasons of reliability), an even number of equipment typically was preferable. This was to enable efficient flow splits between individual streams feeding or exiting the equipment, and keep the building heights and material lift heights to a minimum.

Use of multiple pieces of equipment allows continuation of operation during periods of equipment downtime, albeit at a lower production rate while equipment repair or maintenance is performed. Use of multiple pieces of equipment, where appropriate, also allows predictive and preventative maintenance on equipment as appropriate.

As a result of this philosophy, overall plant uptime will be maximized due to the parallel processing plants, parallel circuits available within each plant, and reduction of single points of failure. An exception to this is equipment that typically exhibits high reliability levels, which would be cost prohibitive to duplicate (e.g. conveyors immediately upstream or downstream of the mill), combined with an optimized maintenance and operating strategy.

The raw ore handling and ore storage portion of the surface processing facilities is designed to be operated by feeding the primary crushing equipment directly from the shafts using belt conveyors. Ore delivered from the hoist in excess of mill feed requirements is diverted, using a splitter gate, to the raw ore storage building to build an inventory of raw ore. Raw ore in the 40,000 tonne storage building is reclaimed as required during hoist down periods. In this way, the raw ore bucket wheel reclaimer is needed to operate less than one quarter of the scheduled mill operating time, reducing operating and maintenance costs as well as allowing raw ore reclaimer servicing as required.

The mill processing systems are largely duplicated, and the designs are based on a high level of automation for process control using on-line measurement, including weigh scales to monitor dry

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material flow monitoring, flowmeters for liquid flow monitoring, and potash grade analyzers for reagent control and performance monitoring. All automation signals are monitored and controlled from a remote central control room.

Specific pumps and crushers are installed with variable speed drives for control and to allow metallurgical process variability as required. Various types of crushers are used throughout the processing facilities. Crusher types were individually selected based on the optimal type to serve that particular duty.

Scrubbing and desliming of the ore uses mechanical scrubbing and cyclone desliming, which is typical in the potash industry. Separate coarse and fine flotation circuits allow enhanced recovery of potash due to the modern and proven flotation technologies targeting recovery of specific potash particle size ranges. Separation of ore into coarse and fine streams is accomplished using hydraulic classifiers that provide a separation of coarse and fine particle sizes. Flotation uses column flotation cells that are simple and highly effective in terms of recovery and operating costs.

The tailings process areas are independent and are primarily single circuits due to the high reliability of the equipment selected. Coarse salt tailings circuits are designed with two operating pumps and pipelines as well as one spare pump and pipeline. This configuration allows high mill operating time even when a tailings line may be inoperable due to plugging or pump failure.

Separate scrubbing and flotation brine systems are provided to prevent ore borne contaminants from reaching the flotation circuits and adversely affecting recovery. These systems also maintain reagent-free brine for scrubbing and desliming circuits to maintain process efficiencies in these circuits.

Both processing plants have parallel process circuits in drying and product screening which allow control of the equipment at lower operating rates and to maximize plant operating time. Debrining prior to drying uses latest technology centrifuges that are capable of producing low moisture levels in the dryer feed. Product drying is achieved through conventional horizontal fluid bed dryers.

Dried discharge is screened, and product that meets standard product size requirements is cooled and sent to product storage. Product, that does not conform to standard sizing specifications, is processed in compaction circuits, by 14 installed compactors, to produce granular product, which is subsequently glazed and screened, then dispatched directly to a common 200,000 tonne product storage.

Product reclaim and loading of railcars comprises reclaiming, screening, treating with anti-cake and dedusting reagents, and loading railcars in a unit train of up to 177 railcars within a 12-hour time period. As a result of this loading rate requirement, loading is continuous, using automated product reclaiming and BHP Canada railcars.

The BHP Canada philosophy governing the process design was for a “fit-for-purpose” and expandable facility. That is, a facility that maximizes the project value with acceptable capital costs, while providing a productive, efficient, and safe operating environment for personnel. The Jansen processing facility was designed to use state-of-the-art, proven process control technology to ensure high yields, low cost of production with remote operation capability, and reduction in the amount of field operator support.

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14.1 Process Plant

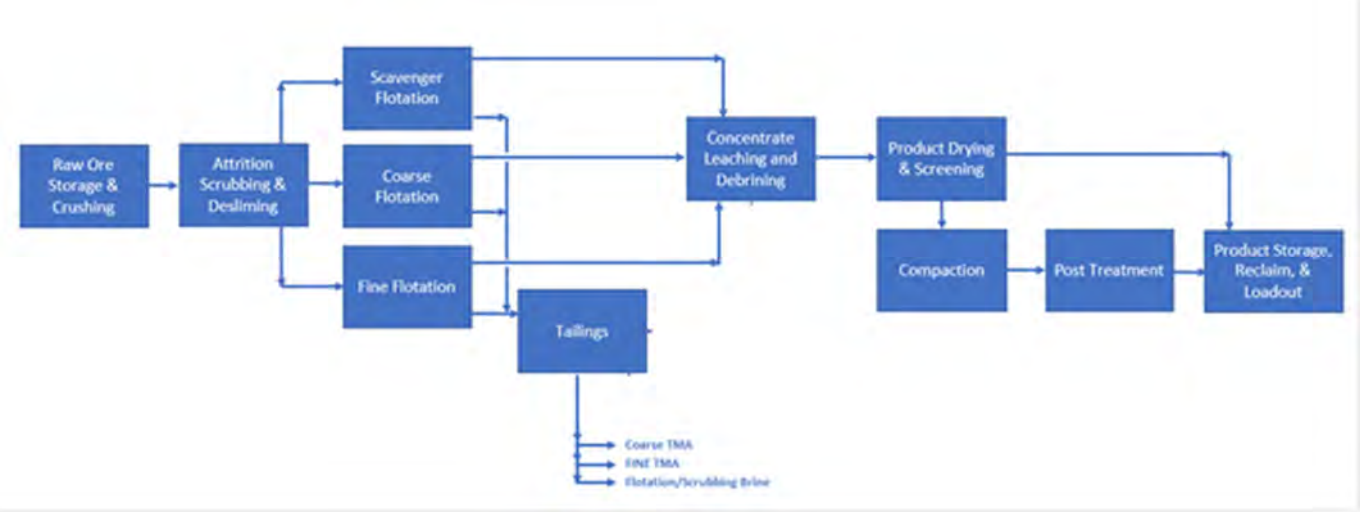


Figure 14-1: Jansen processing sheet flow

Raw ore is received from the mine through the service and production shafts skip bins. A moving hole feeder is used to draw raw ore from the bins onto the shafts raw ore belt conveyors. A belt conveyor scale and tramp metal removal magnet are provided for each shaft material handling system. Material from the shafts then report to the storage building or one of the two crushing plants.

The raw ore handling and crushing circuits are to maintain a constant flow of ore to the mills for processing. The conveying and splitting functions source ore in a variety of feed situations and the crushing stages ensure the material is small enough to feed the attrition scrubbers and be hydraulically pumped to the next process steps.

Attrition scrubbing and desliming circuits prepare the ore for downstream flotation separation stages. This involves wet crushing and scrubbing of the ore to liberate insoluble materials, in conjunction with size separation equipment that prepares three size fractions. Coarse, fines, and slimes streams are then sent to three different sets of downstream equipment, chosen for best performance within the selected size range.

The purpose of the coarse flotation and regrind circuit is to recover coarse sylvite minerals using conventional potash flotation technologies. Concentrates generated within this circuit are generally near grade and require minimal leaching. The waste materials are relatively clean halite with some unliberated sylvite.

The fines flotation circuit recovers fine highly liberated sylvite minerals, using conventional flotation technologies. Concentrates generated within this section are generally high grade and require minimal leaching. The particle sizes are relatively fine, so most conventional hard rock flotation equipment is effective. Pneumatic columns are the chosen technology since they achieve high grades and recoveries in potash applications. Waste materials are relatively clean halite with some minimal sylvite losses.

The scavenger cyclone and flotation circuit is used to recover very fine highly liberated sylvite minerals, using conventional flotation technologies. Concentrates generated within this section are generally lower grade than the other circuits due to the higher difficulty in physical separation of very fine materials. The fine particle sizes require higher energy flotation equipment to be

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recovery effective. Self-aspirating pneumatic cells are the chosen technology since they achieve acceptable grades and recoveries in potash applications.

Leaching and debrining circuit provide secondary control for concentrate grade control, flotation brine recovery, and preparation of the solids for the drying and screening circuit. The large volume leaching tanks serve a secondary function by acting as buffers between the wet and dry circuits. The individual line tank can buffer 30 minutes of production in the event of a downstream interruption.

The primary purpose of the product drying and screening circuit is to remove residual moisture, heat the product sufficiently to remove residual reagents, and prepare the material for compaction. The production dryer circuit serves a secondary function to produce the KCl-rich brine needed for grade control using its dryer scrubbers. The screening circuit follows the dryers. Standard grade final product goes directly to storage, while the rest of the material flows to the compaction circuit.

Compaction and post treatment circuits ensure the Jansen products meet quality standards and prepares the product for storage prior to shipment. While standard-sized material meets national and international accepted standards, finer and coarser materials produced in the wet mill do not. The compaction process uses high pressures and temperatures to convert these materials into a marketable size fraction. Post-treatment circuits are physically located after compaction and treat both standard and granular products.

For standard production, the standard product (mid-size particles) from the product screens not sent to compaction feed is conveyed to two parallel product coolers. The material is cooled below 80°C using a glycol loop that is integrated into the plant heat recovery system. Cooled product is then weighed as it continues by conveyor to product storage.

For granular production, a multi-step process is employed to increase the product durability and minimize storage lump generation. This consists of a surface hardness and rounding step, a cooling step and then a final size quality circuit. Product from the secondary compaction screening circuit is moistened in the glazing dryer conditioning drum using carefully controlled amounts of process water. Sufficient water, approximately 1 per cent to 2 per cent by mass, is added to dissolve and soften only the surface KCl on each particle. The tumbling action and abrasion in the conditioning drums rounds off the sharp edges of the moistened potash granules. This product is fed into the glazing fluid bed dryer/coolers, which act as an evaporative cooler. When the surface water on the granules evaporates, a harder coating is formed on the surface of each particle, which increases its resistance to degradation during subsequent handling and transport. In addition, water evaporation in the glazing dryer cools the granular product to the target 80°C before it is discharged into the glazing screen feed bucket elevators. Exhaust gases from the compaction glazing dryers and dust collected within the compaction circuits are processed in baghouses.

The primary function of the product storage, reclaim, and loadout circuits is to collect enough product to fill a shipment order and load a full 177-car unit train in under 12 hours with treated quality product. The product storage building holds 200,000 tonnes of combined standard and granular product and uses a portal scraper reclaimer to provide a steady high flow rate. Product loadout screening removes lumps in all products and any fines that may have accumulated in the granular product. The last step is the weigh bin system that loads a continuously moving train.

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14.2 Plant Throughput and Design, Equipment Characteristics and Specifications

The Jansen mining and processing facilities have been designed for continuous 24-hour operation, with scheduled outages to perform inspections and maintenance. Production operations and maintenance will consist of two 12-hour daily shifts covering 7 days per week. Since the JS1 and JS2 mills are essentially split into two parallel processing trains, maintenance will typically occur in one mill and on one train at a time, using additional contract maintenance workers as necessary to perform the scheduled maintenance and inspection tasks. The entire processing facilities will also be shut down less frequently to provide for maintenance on equipment serving both processing trains.

The Jansen mill operating schedule is intended to closely align with the mine's planned operating schedule. Major raw ore storage facilities on site include:

- Underground ore storage capacity within the shaft pillar consists of three 5,000 tonne bins, a 40,000 tonne remote storage, as well as belt bunkering as the material handling system extends (equivalent to 15 hours of combined hoisting capacity);
- 40,000 tonnes of raw ore storage capacity on the surface to support the two mills, each with a 1,483 tph feed rate (equivalent to 13 hours plant feed).

Underground and surface ore storage enable the mine to stockpile ore to ensure the mill feed remains constant during equipment outages for inspection or maintenance. Surface raw ore storage allows ore processing activities to continue for up to 13 hours at nominal feed rates whenever ore hoisting facilities are unavailable for use or equipment failure occurs upstream from the raw ore storage pile. Regular inspections are expected to include items such as shaft, hoist and rope, and various mine-related maintenance functions that may prevent or reduce the rate of ore delivery to the surface.

The feed throughput range, within which each mill can operate, is 33 per cent to 100 per cent of rated capacity, or 489 tph to 1,483 tph.

In addition, buffers downstream of the mill allow the processing facility to continue operation between train shipments. A 200,000 tonne finished product warehouse will store both standard and granular products and act as a buffer between mine production and the port.

The processing facilities will be controlled and monitored from the Process Control System (PCS). The PCS will provide the control and operator interface for all the areas of the facilities and will be run by a control team in the Integrated Operations Centre (IOC).

The sizing most pieces of process equipment is based on an appropriate design factor on nominal rates. This provides an allowance for cyclical fluctuation in the process. The retention time used for sizing equipment related to scrubbing, storing, mixing, and leaching varies from one piece of equipment to another because the size is based on metallurgical testing recommendations and industry experience.

Key design principles for the Jansen process were that design elements (e.g., equipment, instruments) will be standardized and rationalized to the extent practicable and the use of industry-proven processes and equipment is maximized.

The level of automation will be high and will include automation of normal process control functions, start-up, and shutdown activities. The PCS will be a fully integrated system using a

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common control platform across Mining, Process and Non Process Infrastructure. The PCS will provide human-machine interface (HMI), process control, monitoring, alarming, and data archiving for all operating areas of Jansen site. The PCS will also interact with the Advanced Process Control (APC) system benefiting from advanced algorithms that will assist determining the most efficient operating set points to increase throughput, reduce energy cost and reduce reagents consumption.

The process will be controlled from an IOC located off-site in Saskatoon and will be completely centralized with the ability for controlling mine, plant, rail yard, and port control stations. This arrangement provides operators with greater levels of live operating data across the potash operation and fosters collaboration. Trend identification, troubleshooting, and the prevention of potential operating losses can be anticipated and resolved more efficiently compared to traditional decentralized control systems.

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14.3 Requirements for Energy, Water, Process Materials, and Personnel

Raw water

Water is used at the Jansen site for both process and non-process activities. Process water is used for: (among other things)

- Wet scrubbers
- Concentrate leaching
- Process reagent mixing
- Pump gland water and instrumentation flush
- Product centrifuges
- Flotation columns and cells
- Glazing dryer conditioning drum
- Salt tailings flushing

Ore processing activities will use 0.15 m^3 water per tonne of product produced or ~41 per cent of all water consumed on site. Non-process uses (i.e., non-routine water, utilities, and potable water) account for the remaining 59 per cent of water consumption on site, which is equivalent to 0.22 m^3/t of product. A considerable amount of this water will be used by maintenance, because all equipment must be washed down before being serviced. Spill clean-up and line flushing are other services that will contribute to this amount.

Energy

The incoming gas supply battery limit for natural gas is located on the southwest side of the process plant sites, outside the plants, to allow free access by SaskEnergy and TransGas.

An existing metering building is currently constructed and operational at site for gas supply to on-site accommodation, sewage treatment plant, and concrete batch plant. A natural gas connection to the site will be provided for gas supply to the processing plants (i.e., gas metering and pressure reducing station). The natural gas pipeline follows a pre-determined utility corridor to the natural

gas metering station. The interface point between the off-site supply and on-site distribution system is at the flange connection just downstream of the pressure reducing station.

A total of two natural gas supply pipelines will be located downstream of the natural gas metering station. One pipeline feeds the process plants and ancillary buildings. The other feeds on-site accommodation and the concrete batch plant.

Throughout the plant site, the buried natural gas distribution system will be sized to support future production capacity increases. It will consist of medium density polyethylene pipelines. Major line isolation valves will be installed at specific locations to isolate a branch of the gas network. These line isolation valves will be located above ground. Furthermore, each building connection will include a dedicated isolation valve.

Power is supplied by SaskPower's 230 kV overhead lines. The main site 230/35 kV substation and 35, 5, and 1 kV distribution systems are sized to support future expansions. The underground is fed by two 35 kV shaft feeders from the service shaft. In the event of a utility power off the essential loads will be fed from the site's generation facility.

The Jansen natural gas usage is estimated to be 3,231,461 GJ/year. Electricity is estimated to be 1,119,855 MWh/year, and diesel is estimated to be 2,295,564 L/year.

Process Materials

A variety of reagents are required for operating the flotation circuits, thickener operation, and treating the product for shipping. Process reagents include flotation amine, acid, flotation oil, frother, depressant, and flocculent. Product anti-cake amine combined with dedusting oil is applied in product loadout. These reagents are available in Saskatchewan and are used in existing potash facilities. Sufficient work has been completed to ensure supply and availability to the BHP Canada Jansen site.

Personnel

See Section 13.6 for Jansen staffing information. See Section 13.6 for Jansen staffing information.

14.4 Novel Processing Methods

The Jansen processing facility is expected to use proven process control technology designed to support high yields, low cost of production with remote operation capability, and reduction in the amount of field operator support. In addition to common process control technology, Jansen is expected to employ additional digital technology to improve recovery, operability, and availability using systems such as advanced process control, digital twin for raw ore pile management, and use of equipment health monitoring for predictive maintenance. No new processing methodologies or commercially unproven methods are expected to be incorporated into the Jansen process plant design.

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15 Infrastructure

Jansen is currently in construction phase and has completed a significant amount of development in the past several years. The capital invested to date includes construction of the shafts and associated infrastructure, surface building foundation preparation and construction, as well as engineering and procurement activities, and preparation works related to underground infrastructure.

A substantial portion of the site grading, drainage and road network is in place that allows for access to all areas of the site and facilitates water management during spring melt, rain events and ongoing construction.

The site is connected to off-site infrastructure including natural gas, permanent electrical power, communication fibre and non-potable water. These utilities are provided by Crown Corporations and contractual agreements have been reached for service provisions as necessary. The local road network has been upgraded to allow for year-round access for primary weight vehicles to support the movement of equipment and materials as necessary during the construction period.

Additionally, there have been several facilities for both permanent operations and temporary construction purposes that have been successfully installed to date including:

- The Discovery Lodge camp (2,600 beds) for housing the construction workforce;
- A modern water treatment plant and raw water well for provision of potable water;
- A sanitary treatment plant for raw sewage;
- A concrete batch plant;
- Temporary offices, locker rooms and lunchrooms for construction team;
- Service and Production headframes;
- Freeze plant to support shaft sinking and lining;
- Temporary warehousing and maintenance buildings;
- Permanent cold storage warehouse;
- Vehicle wash bay;
- Guard houses and site fencing for access control;
- Laydowns for material storage/staging ;
- Storm water ponds and effluent storage facilities;
- Environmental monitoring equipment for ground water, air quality, noise and vibration levels.

In the subsequent years, BHP Canada plans to erect/construct the following:

- Mill buildings
- Raw ore storage
- Conveyor galleries
- Product storage buildings

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- Product loadout building
- Tailings Management Area

Once these facilities are complete, the equipment and building services are scheduled to be installed to support commissioning activities leading to a planned first production and ramp up to full production accordingly.

In the Non Process Infrastructure scope space, the remainder of the Tailings Management Area (including disposal wells) are scheduled to be developed, the rail infrastructure and control systems are scheduled to be installed and a number of permanent facilities are scheduled to be constructed. These facilities are expected to include:

- Admin Building with offices, locker rooms, security and training
- Heated warehousing
- Mechanical and mobile equipment repair shops
- Laboratory
- Mill support facility
- Rail support facility
- Modular Data Centre, electrical houses and substations
- Pump houses, environmental data collection units and/or other small buildings

Figure 15-1 below, shows the design layout of the surface infrastructure of the completed Jansen Project buildings and includes the processing and non-processing facilities, tailings management area (not shown) and the mining headframes with their respective shafts below ground.

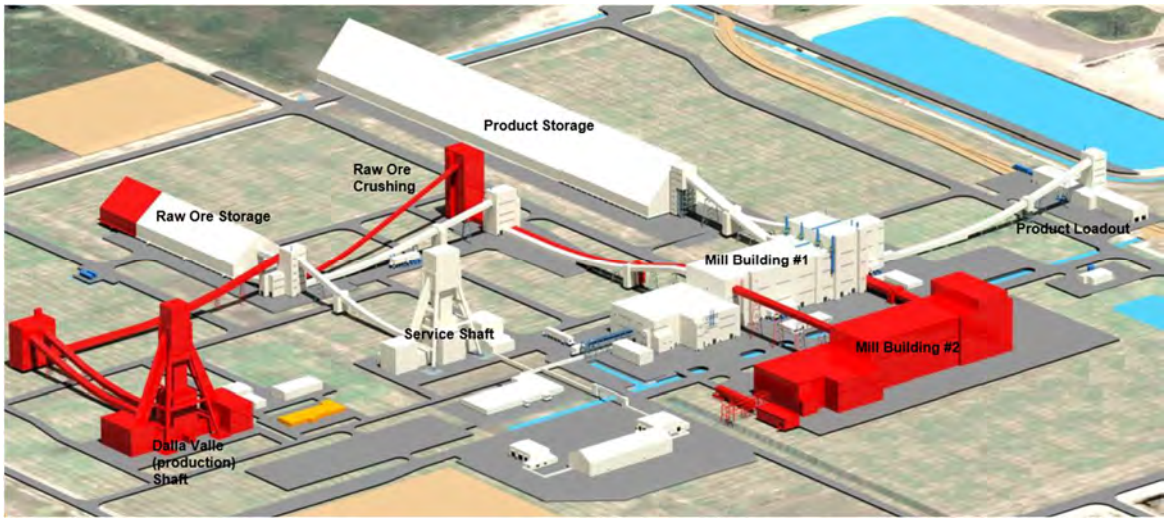


Figure 15-1: Schematic of Jansen Operations when in production

The Jansen basic value chain is comprised of a number of major sub-systems and process steps as shown in Figure 15-2.

1. mining, including continuous miners, and conveyors
2. ore hoisting via shaft conveyance
3. mine processing and ore handling plant including crushing and screening

4. mine stacking (stockpiling) into the product types
5. train loading
6. train empty and loaded travel to and from the port facilities
7. port car dumping (train unloading)
8. port direct ship loading (product is taken directly to the vessel, skipping process steps eight to ten)
9. port stacking (stockpiling) into the product types
10. port reclaiming
11. port ship loading

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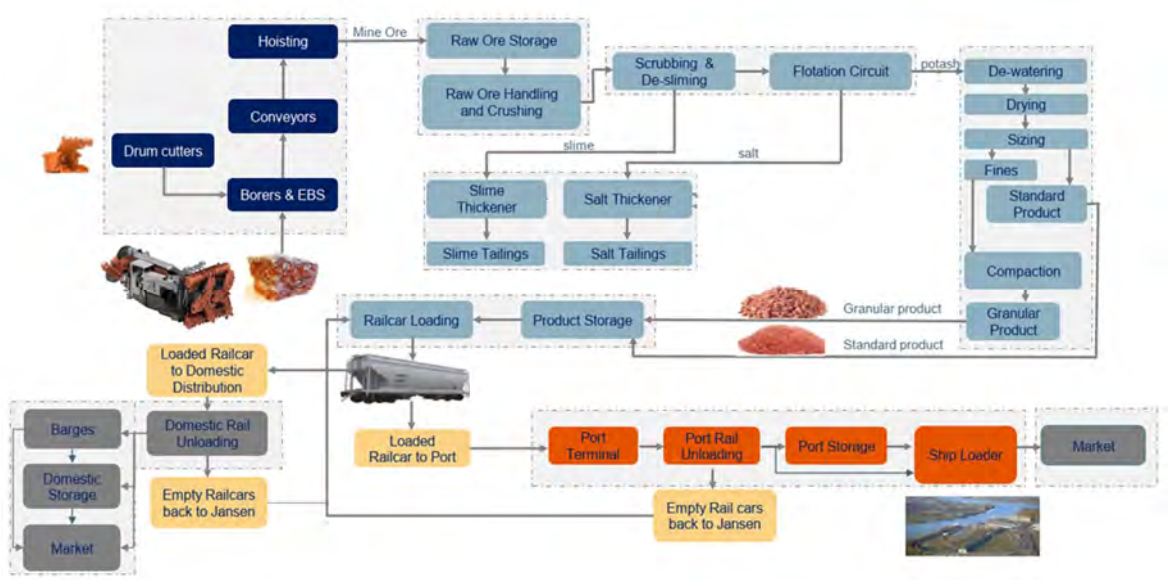


Figure 15-2: Basic Value Chain

Underground infrastructure is described in Section 13.

15.1 Roads

The road work for the site consists of new roads and upgrading existing roads. All new site roads constructed are expected to be gravel roads with subbase and base course materials. Most of the existing plant site roads have a subbase course and are expected to be upgraded during construction. These existing roads range between 11 metres and 13 metres wide and planned to be topped with a granular base course to a 9.4 metres width. All roads are expected to be crowned with a 3 per cent cross slope to allow storm water drainage.

Many existing roads that form the majority of Jansen site road workings are already in use. Some of these existing roads need to be upgraded with a granular base topping. Some are expected to be demolished because they are located in areas where facilities are to be constructed.

15.2 Rail

The on-site railroad, including the Joint Access Spur and Onsite Rail, for the mine site is planned to be constructed during the project execution period. A series of switches (ladder) are located just inside the Jansen property fence line to provide an inbound/outbound yard. This yard terminates at the north end at a double crossover. Beyond the crossover is a loop track through the loadout facility, where empty trains are planned to access the loading area in a clockwise manner.

The off-site railway is planned to connect the on-site railway to both Class I carriers as shown below in Figure 15-3.

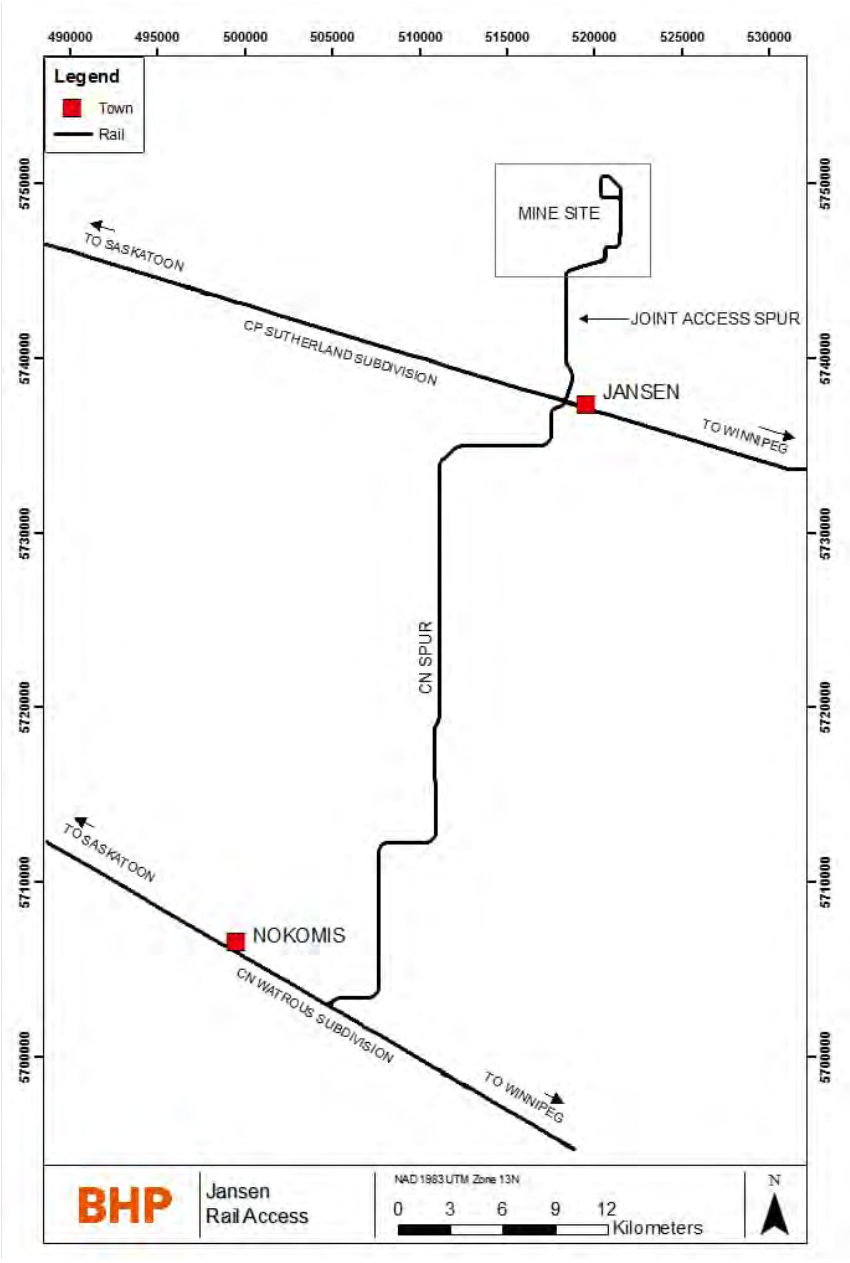


Figure 15-3: Off–site rail connections

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15.3 Port Facilities

Potash for export is expected to be shipped out of Westshore Terminals Limited Partnership (Westshore). Westshore is an existing coal export terminal operating since 1970 at Roberts Bank, Delta, British Columbia on Vancouver Fraser Port Authority managed federal lands and waters. Currently the terminal handles coal, and with financial support from BHP Canada, Westshore has agreed to convert their facilities from exclusively shipping coal to shipping BHP Canada potash and some third-party coal. All required permits for the facility development have not been issued. BHP Canada currently has a terminal services and development agreement in place with Westshore for this development and shipping services with an initial service term through CY2051. The port facility is sized to handle the total expected product volume from Jansen.

15.4 Dams

The perimeter dykes within the Tailings area is expected to be constructed of suitable earthen material with an upstream slope of 2.5H:1V and a downstream slope of 3H:1V. The dyke is anticipated to reach a total length of approximately 20,000 metres and a maximum height of 10 metres. The minimum dyke crest width is 5 metres to accommodate one-way mine traffic. A dyke key is to be constructed at the center of the dyke's base to assist with stability and seepage. Interceptor ditches is expected to be constructed with interior and exterior side slopes of 2.5H:1V and expected to have a minimum bottom width of 2 metres.

To reduce erosion from wave action, rip-rap material is expected to be placed on the interior slopes within the decant pond as well as the coarse and fine tailings areas. Rip-rap is expected to also be placed at locations where continuous concentrated flow is anticipated, such as the outlets of the granular toe drains.

15.5 Dumps and Leach Pads

There are no dumps or leach pads required for Jansen mine.

15.6 Tailings Disposal

Waste produced from the mill processing is planned to consist of fine tailings (insolubles), coarse salt tailings, and sodium chloride (table salt) brine. The fine tailings are expected to consist of primarily silt and clay-sized particles combined with fine salt crystals. The coarse tailings are expected to be medium to coarse-sized salt crystals. The fine and coarse tailings are expected to be separated in the mill during processing and hydraulically transported (i.e., pumped) to the TMA in brine slurries where they will be deposited in their respective storage areas. The separate fine and coarse tailings areas are expected to be surrounded by perimeter containment dykes. The collective footprint of the TMA is planned to be surrounded by a deep brine seepage interceptor ditch and future slurry wall(s).

Brine storage in the TMA is expected to consist of a brine decant pond within the fine tailings area and a separate tailings-free space within the coarse tailings area. Brine created during operations or generated by salt dissolution during precipitation events is expected to be recycled back to the mill by pumping from a floating barge located in the coarse tailings area. Excess brine is expected to be pumped from the barge to the brine disposal wellfield for injection into the deep Winnipeg-Deadwood Formation. This Formation has historically been used by central Saskatchewan potash

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mines for disposal of surplus brine due to its accepting permeability and compatible brackish water chemistry. The number of injection wells is expected to increase over time, as the well field is sized to support the disposal requirements of the mine site.

The on-site water balance is planned to be maintained by using deep formation injection wells to dispose of excess brine. The disposal wells are planned to inject brine created during operations, precipitation events, and closure phase of the project. Brine disposal is expected to be an essential step for reducing the volumes of the coarse and fine tailings piles in accordance with the Jansen Site Closure Plan.

Deep well injection is the regulatory accepted method to dispose of excess brine for all existing potash mines in Saskatchewan. No feasible alternatives to using disposal wells at Jansen are known. The alternatives considered to be unfeasible include evaporation, other desalination methods (which would not allow Jansen to meet its closure objectives), and brine disposal to the environment.

In the Qualified Person's opinion, the central feature of BHP's Jansen potash mine TMA, is the incorporation of measures intended to 1) minimize the footprint required for fine and coarse salt tailings placement, and 2) limit the potential impact of tailings on, and requirement for, groundwater; while working towards sustainable decommissioning.

As part of these measures, it is expected that ongoing refinement of the overall TMA design, including the potential for early inclusion of additional disposal cells, may be required to accommodate changes in the nature, and rate, of fine and coarse tailing deposition, as well as for the associated production, storage, and disposal of brine.

15.7 Power, Water and Pipelines

The estimated power consumption is expected to be approximately 1.12M MWh/yr. Power is expected to be supplied by SaskPower using 230 kV overhead lines terminating at the 230 kV main plant substation dead-end structure (the point of common coupling). Main plant electrical services (i.e., 230 kV substation plus 34.5 kV substation and distribution) were sized to support future expansions. The electrical distribution system is expected to be designed for expansion without requiring a significant shutdown of plant equipment.

The Jansen site is located in an area with no access to a major watercourse to support on-site infrastructure. The raw water system consists of the incoming water supply line from SaskWater and groundwater sourced from the existing Raw Water Well 1 (RWW 1). The ultimate capacity of the water supply pipeline is expected to be 7M m^3/y for the Jansen project.

During construction and operations (all stages), potable water is expected to be supplied to both on-site accommodation (Discovery Lodge) and construction management facilities through a centralized water treatment system located near Discovery Lodge. Potable water is expected to be distributed to the plant site by centrifugal potable water distribution pumps. Three pumps are expected to be provided with two pumps operating and one on standby. Potable water is expected to be distributed by an underground HDPE pipeline network. A single network is expected to be provided for the plant site. The potable water distribution system is expected to ensure a minimum pressure of 415 kPa (60 psi) at the buildings. Connections to future buildings (process plant lines or ancillary buildings) are expected to be installed complete with valves and blind flanges to enable straight tie-ins in future.

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Sanitary sewage is expected to be treated by an existing Sewage Treatment Plant (STP) sized to accommodate the anticipated loading from construction activities, including the Discovery Lodge. Sewage is expected to be collected and directed to the STP through a combination of gravity and pressurized systems that collect sewage from both process and non-process buildings. Both the existing and future systems lead to the existing STP. The sanitary sewer lines is expected to have enough capacity to convey the design peak flow as well as infiltration and inflow. The minimum diameter for gravity sanitary lines to be used for single building lateral drains is 150 millimetres. The minimum diameter for gravity sanitary sewer systems is 200 millimetres. All pipes are expected to be polyvinyl chloride (PVC) and are expected to have a minimum slope to achieve self-cleansing velocity.

The incoming gas supply battery limit for natural gas is located on the southwest side of the plant site, outside the main plant, to allow free access by SaskEnergy and TransGas. Throughout the plant site, the buried natural gas distribution system is expected to be sized to support the production capacity up to and including future expansions. It is expected to consist of medium density polyethylene pipelines. Major line isolation valves are expected to be installed at specific locations to isolate a branch of the gas network. These line isolation valves are expected to be located above ground. Furthermore, each building connection is expected to include a dedicated isolation valve.

15.8 Underground Infrastructure

15.8.1 Mine bulk material handling (BMH) system

The mine conveyor network is designed to transport ore from each mining face to the shaft pillar, where it is transferred to the raw ore storage bin or horizontal remote storage area before being transferred to the surge bin and hoisted to surface for processing. The conveyors are expected to be installed using modularized units, each consisting of a head/drive station, take-up station, belting, and structure. These units are expected to have standard lengths and widths, depending on their duty requirements. Permanent conveyors are rigid frame structures that are suspended from the back (roof) to minimize effects of ground movement. Where the design warrants it and the salt beam in the floor is of suitable thickness some parts of the BMH may be floor mounted. The three main conveyor system configurations are panel, block and mainline conveyors shown in Figure 15-4.

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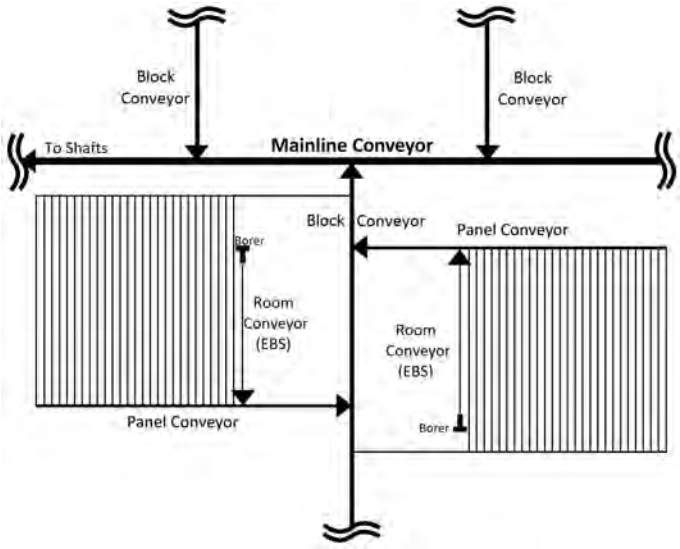


Figure 15-4: Simplified flow diagram of underground conveyor systems

15.8.2 Underground Electrical Distribution

The Jansen mine is expected to be supplied from the surface 34.5 kV distribution system. The two service shaft feeder circuits are expected to each consist of two 350 MCM cables. They are expected to terminate in a mine substation through which power is expected to be transformed from 34.5 kV down to 13.8 kV for distribution into the mine. Design of the main substation enables complete isolation of any one of the shaft circuits while still maintaining power into the mine. The 13.8 kV distribution voltage is expected to supply all electrical power for the loads within the shaft pillar area as well as out into the mine. A radial distribution is expected to branch out from the main substation with circuits strategically run so that only minimal disruptions are intended to occur with the failure of any one.

Providing a ground path back to earth is a critical safety feature in all electrical distribution systems. Potash rock cannot be used for direct earth grounding. Therefore, the mine distribution system is expected to use three internal bond conductors in each cable. The shaft cables are expected to also have three internal bond conductors working in parallel with separate bonding cables in the shaft. These together are expected to be used to tie the mine bonding network to the surface ground network.

15.8.3 Mine ventilation infrastructure

The mine ventilation system is designed to provide adequate airflow to all active areas of the underground mine to ensure the health and safety of workers is maintained throughout development, construction, and steady state production. The ventilation system is expected to control accumulation of heat, gases, dust, and other contaminants within all accessible areas underground by diluting the air to safe concentrations and/or removal of the contaminants.

The ventilation system mechanical components consist of a push-pull arrangement with both surface and underground fans. Under normal operating conditions, the service shaft is the fresh air path and the Production shaft serves as the return air path. Each shaft has a sub collar connection to the ventilation plenum and two surface ventilation fans are expected to be installed, and optionality for a third fan. The intake air is expected to be heated by a natural gas fired heating plant to supply a minimum air temperature of 4°C.

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Surface fans are designed to push intake air to just below the shaft collar. The main underground booster fans are designed to draw the intake air down the shaft and distribute it within the shaft pillar and into the mining districts. Each mining district is expected to have a set of booster fans to circulate the air to the working area, with local ventilation fans and ventilation tube to direct air to the working face. Return air is expected to flow from the district conveyorways. The main return air underground booster fans are designed to mirror the fresh air arrangement. The return air is expected to exit the mine through the production shaft. The production shaft surface return air fans are expected to be used to bring the return air from just below the shaft collar through to atmosphere.

Controlling risk related to ventilation is composed of several systems and strategies, namely the use of electric vehicles to reduce the exposure to Diesel Particulate Matter, network connect ventilation stations to monitor the flow and air quality at key points in the mine, and proper maintenance of heating and ventilation control systems.

15.8.4 Dewatering

A mine dewatering system is expected to be installed to collect drainage water in the shaft pillar area. Sources of drainage water are expected to include the wash bay water, raw water tank overflow, air condensation from mine ventilation, and shaft drainage from leakage and periodic shaft wash-downs. Jansen intends to limit the use of water underground.

The dewatering system is expected to consist of sumps at the bottom of the service shaft and production shaft as well as in the wash bay. The sumps are expected to be wide enough to allow for slimes removal using an LHD where feasible. Submersible pumps in each of the sumps are expected to pump to a main mud separation storage tank in the mine dewatering station for collection and settling prior to delivery to surface. The mine dewatering station is expected to consist of two dewatering pumps as well as a settling tank. Discharge lines are expected to be installed in each of the shafts with the ability to be drained back into the dewatering tanks when the pumps are not operating.

The planned mine discharge design flow rate up the shafts is 30 L/sec from two 15 L/sec pump skids, with latent pipe capacity in the shaft enabling up to 60 L/sec of extra capacity to be installed as a first response to an inflow event.

15.8.5 Underground maintenance

Areas are expected to be developed in the shaft pillar area to cater for the various underground facilities. All facilities are expected to include suitable power, compressed air, lighting, offices, and other services to complement the planned use of the facility. Adequate parking is expected to be provided for the underground mobile equipment fleet including charging facilities for battery and electric equipment. The shaft pillar facilities are planned to include areas for equipment assembly and rebuild, mobile equipment maintenance shop, electrical shop, wash bay, warehouse and tool crib, fuel and lube storage, refuge chambers, lavatories, raw water storage, and central office space.

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15.9 Shafts and Hoisting

15.9.1 Hoist and headframe

The Jansen Project has two mine shafts, the service shaft and the production shaft. Both shafts have an internal diameter of 7.3 metres and go down to a depth of approximately 1,000 metres. The service and production shafts are required to achieve the expected production volumes.

In the service shaft, the hoist system uses ground mounted Koepe hoists (friction hoists) supplied by ABB and designed by the Hatch Bantrel Joint Venture (HBJV). The hoists are expected to be delivered as per specifications defined by the designer (HBJV). The headframe is a typical A-Frame steel construction. The system comprises a cage and counterweight for personnel and material as well as two skips for ore hauling. The cage and hoist travel through the shaft on a system of rigid steel guides. The system is designed as a Class A guide system to support skips travelling at speeds that could reach 18 m/s. In the opinion of the Qualified Person, the hoisting system is expected to be capable of sustaining the production rate anticipated.

The shaft steel guides are supported by a fully cantilevered Bunton design. The built in flexibility of this design allows to minimize stresses transferred to the shaft liner. This is to promote a longer design life of the liner. The shaft buntons and brackets are built with anticorrosion coatings and will be covered as well by the active cathodic protection system installed for protecting the shaft liner. Coupled to the fully hydrostatic design of the liner, the conditions in the shaft are designed to be dry (meaning no seepage). In the opinion of the Qualified Person, for such conditions, with the corrosion protections put in place, coupled with a good maintenance program, the design life of the shaft steel could be expected to be 50 years.

15.9.2 Shaft liner

The Jansen shafts have an internal diameter of 7.3 metres. Both shafts are lined with an integral hydrostatic concrete/steel composite design. From one shaft to the other the geology is similar but shows slight elevation differences. For that reason, although the liner design is the same in both shafts, there are slight variations in the elevations of the liner features from one shaft to the other. The waterproofing is provided by an integral outer welded liner (OWL) from a depth of approximately 835 metres all the way to the surface. The liner base is sealed in the watertight ground formation by a set of redundant water seals at the 835 m depth. The Basis of Design for these liners is for a design life of 70 to 80 years. Considering the performance of other potash mines shafts, coupled with the asset integrity management plan, it is the opinion of the Qualified Person that the design life of these liners could be extended beyond the 70 to 80 years stated in the design basis. By promoting dry shaft conditions, the maintenance requirements should be minimized which in turn supports the higher availability of the hoisting system.

To support better design life of the shaft liner, the service shaft steel guide system was designed with a fully cantilevered configuration. This promotes a reduction of the slamming loads transferred to the liner, hence reducing the cyclic stress levels supported by the liner. In the opinion of the Qualified Person, this design choice will be beneficial to the shaft liner design life as well as the steel design life.

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15.10 Infrastructure Layout Map

Figure 15-5 below shows the layout of the surface infrastructure for Jansen Project including the processing and non-processing facilities, tailings management area and the mining headframes.

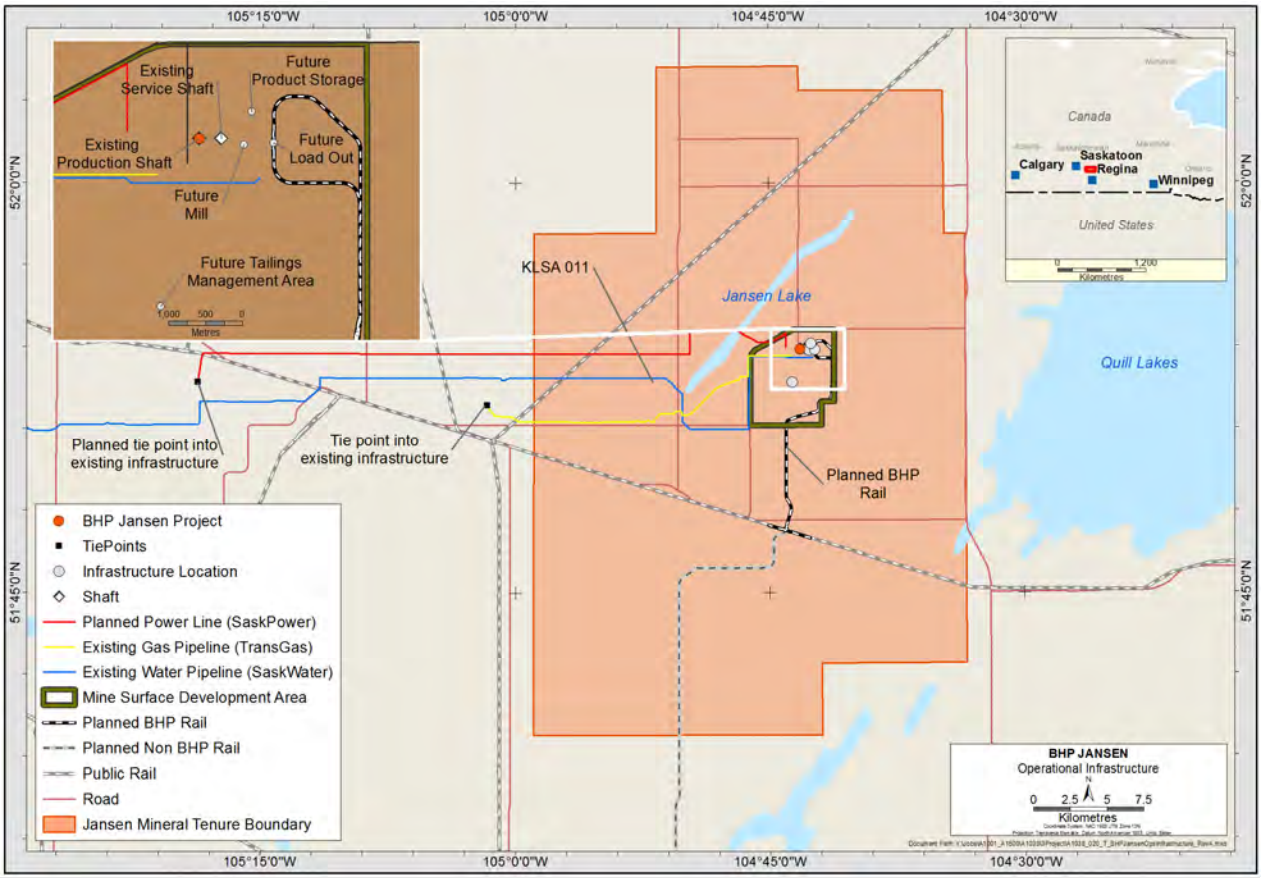


Figure 15-5: Infrastructure Layout Map

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16 Market Studies

16.1 Market Information

Potassium (K) is one of three essential macronutrients that plants need to thrive, along with nitrogen (N) and phosphorus (P). Total potassium uptake of global agriculture is determined by the quantity and mix of crops that is grown.

Potassium nutrient is supplied to crops in three ways:

- through the application of mineral fertilizers
- through organic manures and crop residues
- from the native mineral content of the soil

Native potassium levels vary geographically, and within areas from field to field, and may be depleted over time through intensive cultivation, so farmers commonly provide additional potassium through the application of organic materials (principally, crop residues and animal manures) and/or potash fertilisers to ensure that yields are not limited by inadequate potassium availability.

Potash is the name of a group of potassium compounds. Specifically, it usually refers to potassium chloride ("KCl"), which is by far the most widely used potassium product. Potassium chloride is also known as "MOP", from the archaic name "muriate of potash". MOP is consumed principally as fertilizer (92 per cent), although numerous industrial end-uses make up a small minority of the market. As fertilizer, it is most commonly used straight or physically blended with other fertilizers ('bulk-blends'), but it can also be processed into other forms of potash or Nitrogen-Phosphorous-Potassium (NPK) compound fertilizers.

16.1.1 Product Specifications

Potassium content is commonly measured in units of potassium oxide (K_2O), a notional substance, rather than units of K. MOP used in agricultural application is typically ~95 % KCl, which is equivalent to ~60 % K_2O; this is in general the threshold required to qualify product in most major agricultural markets.

A large proportion of global market production is chemically/physically similar and produced from similar sylvinite ore in Canada, Belarus, and Russia, and processed by one of two methods of beneficiation. Most suppliers produce a 'fine' or 'standard' crystalline powder (primarily used to manufacture compound NPK fertilizer and for direct application by hand) and a larger-sized 'granular' grade (used for mechanical application, either straight or bulk-blended with other granular fertilizers), that together comprise the large majority of their sales. These may be red/pink or white (sometimes dyed red) and usually have a guaranteed purity of 60 % K_2O. Some suppliers also make higher purity grades and/or more sizes that are sold for industrial use, niche agriculture applications or feedstock for derivative fertilizers.

Jansen plans to sell two agricultural potash grades, red standard (~60 % K_2O equivalent, ~0.5 to 1 millimetres in size) and red granular (~60 % K_2O equivalent, ~3-4 millimetres in size) potash, to retain simplicity while ensuring sufficient market access.

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16.1.2 Supply Demand and Pricing

Demand

Global demand for potash fertilizers is driven by the need for higher crop production to feed a growing and more affluent, global population. It is also driven by the need to reduce reliance on native soil potassium, which in many places will be unable to support the necessary increase in crop yields. Fundamentally, the relationship between population growth, crop production and potash demand has been extremely reliable and provides a solid basis for projecting future fertiliser needs.

As shown in the two charts below (Figure 16-1), over the last sixty years, crop production has consistently outgrown population while potash has in turn exceeded growth in crop production.

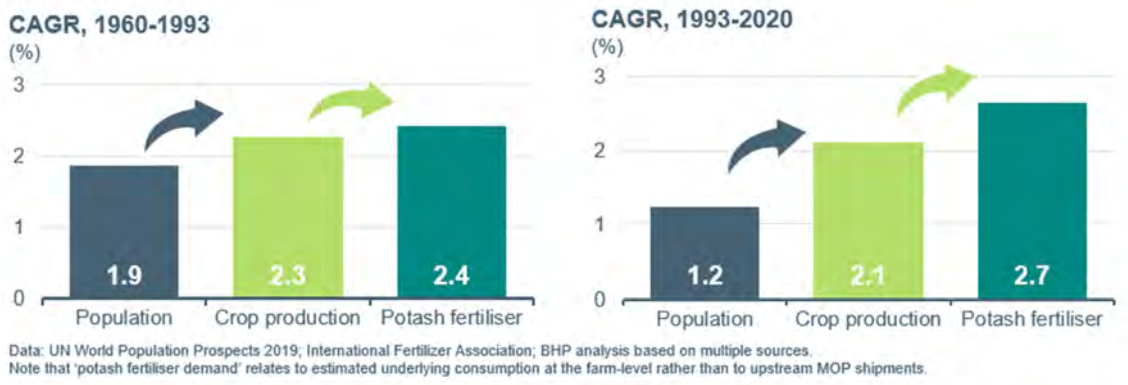


Figure 16-1: Historical relationship between crop production, population and potash demand

While the demand trend is reliable over five to 10 year periods, potash demand is at times subject to considerable year-to-year variations due to shifting farm economics, weather, policy and the ability of soils to retain potassium from one season to the next. However, long term demand is underpinned by slow moving, yet very reliable drivers consistent across decadal time spans. This broadly includes the number of mouths to feed, the scale and scope of diets and long run trends in soil fertility and the associated interplay with fertiliser application rates.

Historical growth since 2000 has been 2.7 per cent per annum on average, with the most recent ten-year period coming in around 2.4 per cent. Global potash demand growth over the next decade is estimated in the range of 1-3 per cent.

Supply

According to independent market analyst CRU about three-quarters of MOP production comes from underground ores – mainly located in Canada, Russia and Belarus (Figure 16-2). It is simple and established technology, low-cost and energy-efficient. Much of the remainder is extracted from natural brines in China and Dead Sea. Ore is most commonly processed through flotation that yields a product that is pink or red and usually about 95 per cent pure. Jansen is designed to employ the conventional underground mining and flotation route. As of 2023, there are three large-scale solution mines, all of which are located in Canada.

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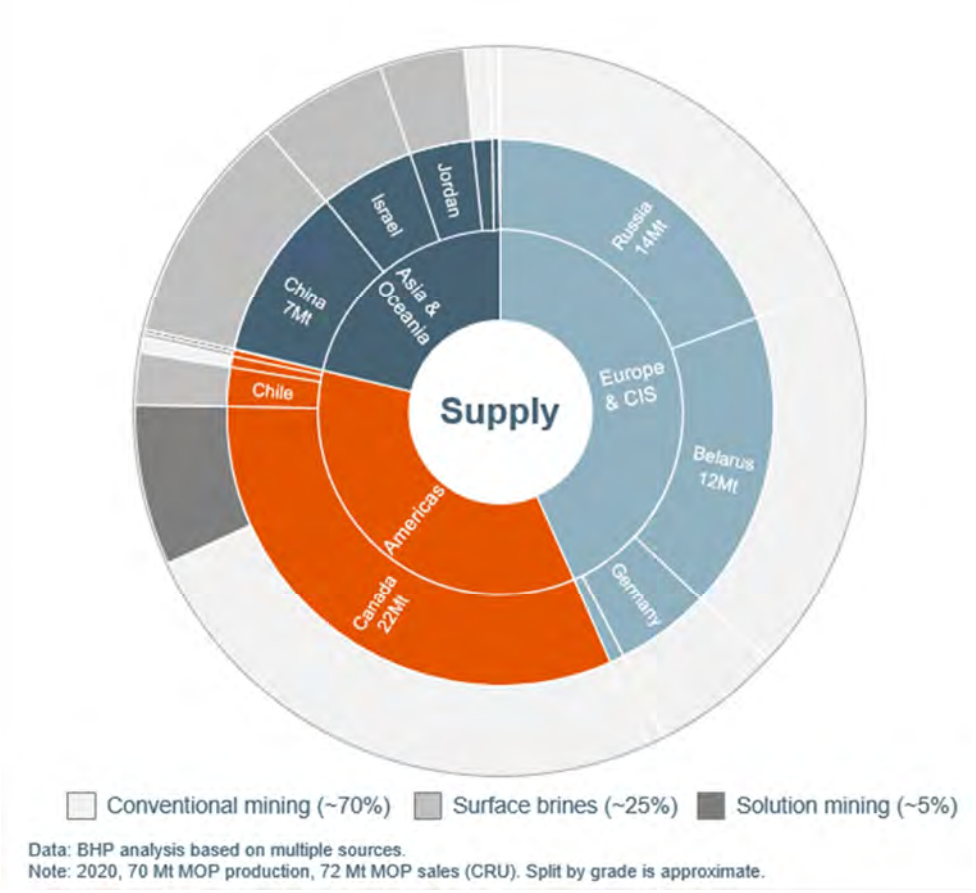


Figure 16-2: MOP supply by regions (Mt)

Most potash operations produce between 1 and 4 Mtpa. The mines in Canada mostly date back to a period of rapid development in the 1960s and 1970s, while much of the capacity in Russia and Belarus was built in the Soviet era. The potash industry structure is presently characterized by a small number of large suppliers. In terms of supply concentration, four producers (Nutrien, Mosaic, Uralkali and Belaruskali) accounted for ~65 per cent of global production in 2020. During periods of excess capacity and short term demand volatility, parts of the industry have historically adjusted utilization rates with the objective of "matching supply with demand". Excess production capacity has been absorbed through curtailed production.

In addition to existing supply capacity, there are ten major MOP mine projects under construction or already ramping-up. Four of these are replacing exhausted reserves and planned to feed existing processing plants. If successfully executed, these projects are expected to add about 10 Mtpa of net incremental supply versus calendar 2020.

Potash Pricing

Potash is not an exchange-traded commodity and there is no single benchmark representing global market pricing. Transactions are typically bilateral between seller and buyer. There are specialist publications that journalistically assess transacted prices. Most potash sales are made on a delivered "CFR" basis, like granular MOP CFR Brazil or standard MOP CFR China. Prices are published in ranges to reflect the inherent variation in observed pricing due to various factors.

Published journalistic price assessments do not always neatly reflect the net price the seller receives. To estimate a mine netback from a particular delivered location, a number of factors need to be considered. These could include:

- Regional prices (Brazil CFR, SE Asia CFR and US Free-On-Board "FOB" Midwest) are considered, in addition to annual contract prices in China and India.
- Customary industry discounts and rebates are deducted from the listed price – this information is not publicly available.
- Freights are subtracted for CFR (or delivered) sales.
- Port costs and inland freight are subtracted.

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Pricing assumption for economic analysis

The potash market has underutilised supply capacity which would need to be absorbed before a structural balance is achieved. The potash price of US$391/t FOB mine (Saskatoon, Real 2024 basis) is based on a central case for BHP that demand is expected to have "caught-up" by the late 2020s or early 2030s by when new supply is expected to be required.

Before the market reaches a structural balance, we expect prices to cycle at or trend slightly above forward-looking estimates of short run marginal cost (SRMC), which are similar to the average prices seen since 2014. This does not preclude the possibility of price upswings, as witnessed in calendar year 2022. It essentially implies that while excess capacity is present, prices are unlikely to sustain at inducement levels.

Once structural balance is achieved, and with demand expected to continue to increase, new supply would be induced. In a central case for BHP, the estimate of the inducement price for the most likely consistent source of Greenfield supply (identified as a large "bench" of Canadian resource suitable for solution mining), is similar to the average through cycle price realised over the last dozen years. In short, the forward looking long run marginal cost (LRMC) is broadly in line with through-cycle averages, which is considerably above SRMC experience of the last few years.

To estimate this through-cycle average, Nutrien's published (quarterly) offshore and onshore realised prices during 2008-2023 were considered and with quality (standard/granular) and geographical sales mix adjustments to suit future expected sales from the Jansen operation, as exhibited in our current plans. Nutrien's realised prices are net of discount/rebates/freight, reported on FOB mine basis. After accounting for above adjustments, the average price is estimated at US$391/t FOB mine (Saskatoon, Real 2024 basis). For the economics analysis covered in Chapter 19, the FOB mine price is used as defined above. It is noted that the Mineral Reserves are declared as delivered to the process plant. Refer to Figure 16-3.

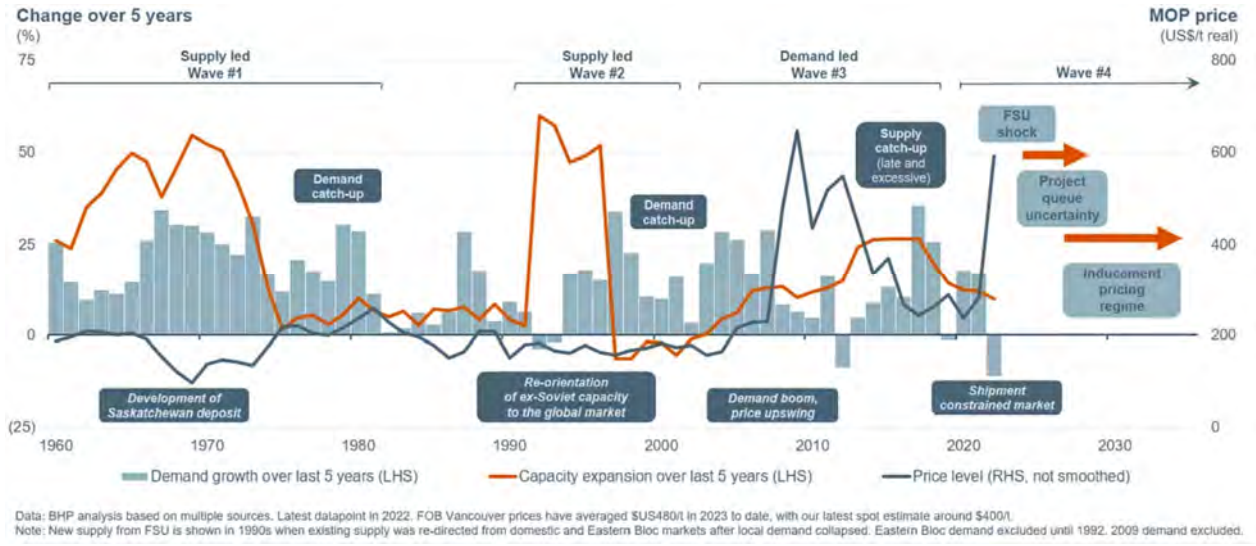


Figure 16-3: Historical MOP pricing (US$/t annual average)[2]

16.1.3 Competitors

Existing producers collectively sell the vast majority of their MOP on a CFR basis, typically as standalone product, directly to independent bulk buyers, utilizing regional offices, and sometimes agents. Producers typically sell to well over a hundred buyers that collectively form a diverse and competitive demand pool. MOP producers' geo diverse sales help to balance regional offtake variation that occurs due to local weather conditions, seasons, and crop economics.

Post CFR logistics span from discharge port to 100s of millions of farms around the world. In-market supply chains can be complex. For the most part, in-market distribution is disaggregated and managed by many independent downstream entities. Barriers to entry are often low and margins are often smaller than those captured further upstream.

Where producers choose to sell a portion of their production via their own distribution, manufacturing or retail assets, it is usually done when they want to capture downstream synergy from selling other fertilizers, agricultural products, and/or services. Even in regions where potash producers are particularly active downstream, such as the US and Brazil, the majority of the in-market supply chain remains independently owned.

Competitors currently produce between two and ~fifteen grades of Potash. Product characteristics are principally due to the 'natural' result of variation of the mill feed and choice of beneficiation method, but also to suit customers' needs and preferences. Below is a summary of key potash producers[3].

2 - The sole purpose of the presented information above is to demonstrate the economic viability of the mineral reserves for the purposes of reporting in accordance with S-K 1300 only and should not be used for other purposes. The information presented does not guarantee future financial or operational performance. The presented information contains forward-looking statements. Please refer to "Note Regarding Forward Looking Statements" at the front of this Technical Report Summary.
3 - Competitor information sourced from each competitor's corporate website

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Nutrien

Nutrien is a member of Canpotex, an export association of Canadian potash producers through which they sell their Canadian potash outside the US and Canada. Nutrien was formed through a merger between Potash Corporation of Saskatchewan and Agrium. The merger officially closed on 01 January 2018 and formed the world's largest provider of crop inputs and fertilizers. Nutrien is the world's largest potash producer with over 20 million tonnes of potash capacity at six potash mines in Saskatchewan. Nutrien sells nine MOP products including speciality products such as soluble grade, turf grade, chiclets, animal feed, micro-nutrients, and pharmaceutical grade.

Mosaic

Mosaic is a member of Canpotex, an export association of Canadian potash producers through which they sell their Canadian potash outside the US and Canada. Mosaic has approximately 10 million tonnes of operational potash capacity. Mosaic sells eight different MOP products including red/white granular and standard products, and crystal turf.

Every year, Canpotex sells a little less than 20 per cent of global MOP sales from Canada, outside North America. These sales are handled on behalf of Nutrien and Mosaic.

Uralkali

Uralkali is one of the leading global producers of potash. The Company accounts for a large share of global potash production. They sell eight different MOP products including: red granular and standard, white fine and standard and potassium chloride pellets.

Belaruskali

Belaruskali is one of the largest state-owned companies of Belarus and one of the largest producers of potash fertilizers in the world, accounting for 20 per cent global supply as of 2019. Belaruskali sells four MOP products including white/red standard and fine MOP.

K+S

K+S Potash Canada is part of the K+S Group, a German-based company that has been mining and processing potash and salt for over 125 years. K+S Potash Canada extracts potash crude salt which is further processed into three types of potassium chloride. K+S is the largest potash producer in Europe. K+S sell four products including pharmaceutical grade MOP.

EuroChem

EuroChem owns and operates plants in Russia, Belgium, Lithuania and China and produces both standard and enhanced nitrogen, phosphate, two potash products, complex fertilizers as well as several industrial product lines.

16.1.4 Market Entry Strategies

The marketing plans are ultimately under the control of the registrant. As such, the Qualified Person has relied upon BHP for this information. In the Qualified Person's opinion and based on industry experience to date, the marketing plans provided by BHP appear to be reasonable in this context.

BHP expects to market directly to major customers via a network of regional offices, leveraging BHP's existing footprint and capabilities.

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From a logistics perspective, like other established sellers, BHP intends to focus on upstream cost and freight (CFR) sales. Jansen expects to also benefit from being able to direct-rail to North American customers. Jansen has logistics optionality and flexible granular processing capacity that means it could shift sales between export regions and North America, depending on the market. By staying upstream, Jansen can focus on the highest margin part of the value chain and leverage BHP's experience in exporting bulk commodity marketing and sea-freight.

BHP plans to target dozens of large buyers across growth regions in the Americas, Asia, and the rest of the world, by example Africa, noting Jansen will be under-weight in regions such as China given their historical product preferences. BHP plans to also sell some volumes into the US and other smaller established regions. Geographic and customer diversity is expected to provide competitive global access and average out regional demand variation and price netbacks. Actual sales splits are currently uncertain and depend upon various factors (including regional netback prices, logistics costs, reliability, and the need for location diversity) and vary over time.

BHP is new to potash and intends to become in time one (of only a few) established sellers. Entry risk is present during the ramp up of the mine to the expected production volume. Market conditions at the time of entry are uncertain, and therefore any entry strategy must be fit for purpose under different conditions.

16.2 Contracts and Status

All material contracts required for the development of Jansen Potash project are listed below in Table 16-1. The Jansen Project does not intend to have agreements with affiliated parties and plans to create direct purchase engagements.

Table 16-1: Awarded and pending packages

Mine Area	Package Description	Stage 1 Awarded	Stage 2 Awarded	Pending Award
General	Cables	X		X
	Communications Equipment	X		X
	E-Houses	X		X
	Filters	X		
	Instrumentation	X		
	Integrated Operations Centre			X
	Mine Load Centres	X		
	Rail Car Loadout System	X		
	Raw Ore/Product Handling Area	X		
	Switchgear	X		X
	Transformers	X		X
	VFDs			X
Mining	Bins	X		X
	Communications Equipment	X		X
	Conveyance	X		X
	Dust Collection	X		X
	Foundations	X		X

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Mine Area	Package Description	Stage 1 Awarded	Stage 2 Awarded	Pending Award
Mining	Headframe	X		X
	Headframe Changeover	X	X	
	Hoists	X		X
	Mining Equipment	X		X
	Mobile Equipment	X	X	X
	Power Management System	X		
	Pulleys & Idlers	X		
	Scales and Sensors	X		X
	Underground Development			X
	Underground Equipment	X		
	Ventilation	X		X
Processing	Agitator	X		
	Centrifuges	X	X	
	Compactors	X		X
	Conveyance	X		X
	Coolers	X		X
	Crushers	X		X
	Dry Mill Area	X		X
	Dryers	X	X	
	Ducts			X
	Dust Collection			X
	Flotation	X		X
	Foundations	X		X
	Heat Exchangers (Shell	X		
	Hydrocyclones	X		X
	Maintenance Equipment			X
	Piping	X		X
	Pumps	X		X
	Rail Car Loadout System	X		
	Raw Ore/Product Handling Area			X
	Screens	X		X
	Scrubbers	X		X
	Separators	X		X
	Structural Steel	X		X
	Tanks	X		
	Thickeners	X		X
	Wet Mill Area	X		X
Non-Process Infrastructure	Civil Works	X		
	Disposal Wells	X		X
	Earthworks	X		X

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Mine Area	Package Description	Stage 1 Awarded	Stage 2 Awarded	Pending Award
Non-Process Infrastructure	Integrated Operations Centre	X		
	Onsite Rail	X		X
	Substation	X		X
	Tailings	X		
Services	Aggregate	X		X
	Camp Management	X		
	Civil Works	X		X
	Concrete Batch Plant	X		X
	Emergency Response	X		X
	Medical Services	X		X
	Site Security	X		X
	Site Services	X		X

In anticipation of Jansen production coming to market, BHP established a dedicated potash marketing team in 2016 to build a practical understanding of how the potash market works. This team has recruited and consulted with many industry experts who collectively have extensive first-hand experience marketing and distributing potash. BHP has spoken with potential potash buyers and developed working relationships with major potash buyers and has non-binding Memorandums of Understanding (MOUs) in place with key strategic buyers. The marketing team is intended to be expanded to bring in more specific regional sales experience as considered to be appropriate. The Qualified Person notes that no potash sales contracts are in place and considers there to be reasonable time to secure sales contracts prior to first production.

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17 Environmental Studies, Permitting, Plans and Agreements

Operational controls for environmental management are guided by BHP's Charter Values. The Charter Values outline a commitment to develop, implement and maintain management systems for sustainable development that drive continual improvement and set and achieve targets that promote efficient use of resources. The Charter is reinforced by a series Global Standards (GS) documents that have been developed, including *Environment GS*. These enterprise-level documents set out minimum performance requirements to everyone in BHP that must be met to ensure the strategy is delivered, legal obligations are met, defined risks are management and productivity is improved. The Environment GS applies to environment-related risks and potential impacts on the physical environment: air, water, land, biodiversity, communities and their interrelationships.

17.1 Environmental Studies and Impact Assessments

The Jansen Project was considered a development subject to the Saskatchewan *Environmental Assessment Act* and required the submission of an Environmental Impact Assessment (EIA). EIAs are used to assess the effect a proposed project may have on the environment by gathering information about the receiving environment and assessing the consequences that planned actions may have on the environment. EIAs help determine the necessary mitigations and other management or remedial measures that may be required for the project to proceed. EIAs define the receiving environment, identify any potential adverse impacts, and propose measures to reduce or prevent these impacts. Controls to manage significant impacts are conditioned in the relevant approval issued by the MOE.

The EIA also determines if any actual or reasonably foreseeable activities conflict with the following conditions, which are outside BHP's appetite for risk and listed in Environment GS, including:

- Do not explore or extract resources within the boundaries of World Heritage listed properties
- Do not explore, extract resources or operate where there is a risk of direct impacts to ecosystems which could result in the extinction of an International Union for Conservation of Nature (IUCN) Red List Threatened Species in the wild.
- Do not dispose of mined waste rock or tailings into a river, surface water body or marine environment. Do not use aqueous film forming foams (AFFF) containing per and poly-fluoroalkyl substances (PFAS) at operated Assets, replace with fluorine free foam products.
- Unless approval is granted:
    - Do not explore or extract resources adjacent to World Heritage listed properties. Approval may be granted only if the proposed activity is demonstrated to be compatible with the outstanding universal values for which the World Heritage property is listed.
    - Do not explore, extract resources or operate within or adjacent to the boundaries of International Union for Conservation of Nature (IUCN) Protected Areas Categories I to IV. If approval is granted, implement a plan that considers

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stakeholder and partner (including Indigenous Peoples) expectations and contributes to the values for which the protected area is listed.

In November 2008, BHP Canada submitted a Project Proposal to the Environmental Assessment Branch. After a 30 day public comment period, the Environmental Assessment Branch issued its Project-specific Guidelines, which defined the type of information BHP Canada would need to submit in the Environmental Impact Statement (EIS). The Project Proposal was also sent to the Canadian Federal Government for review in accordance with the Canada-Saskatchewan Agreement on Environmental Assessment Cooperation. Subsequently, the relevant federal agencies determined that there were no triggers for a federal assessment.

BHP Canada completed numerous environmental and socio-economic baselines surveys in 2008 and 2009 to support the EIS, inform environmental permit applications and provide information for management decision making. The survey scopes consist of air, noise, surface and groundwater, soils, wildlife and vegetation and heritage baseline and targeted surveys across BHP Canada's Jansen Project tenure.

Initial public feedback to support the scoping of the baseline surveys and submission of the EIS started in 2009. During the engagement process, a broad range of interested parties were engaged at the federal, provincial, regional and local levels. These included, local communities, Indigenous communities, non-governmental organizations, local business, Crown corporations and government agencies. Within the local communities, potash mining and its effects are generally familiar and well understood and the project received strong overall community and stakeholder support.

In December 2010, BHP Canada submitted the Jansen Project Environmental Impact Statement (EIS) to the Saskatchewan Ministry of Environment (MOE). The EIS and governments technical review were made available to the public for comment. The EIS received Ministerial Approval on 29 June 2011.

Since the EIS approval, further engineering and project optimization was completed that resulted in changes to the mine plan, site layout, and schedule. To maintain Ministerial Approval, two submissions were made in November 2017 to the MOE Environment Assessment and Stewardship Branch under Section 16 of *The Environmental Assessment Act*. The proposed changes included:

- change in ownership of the 7.98 kilometres (km) joint access rail spur connecting the on-site rail to the Canadian Pacific (CP) Railways mainline from CP to BHP Canada;
- increased potash production from 8 to 8.6 million tonnes per annum (Mtpa); and
- expansion of the TMA from 388 to 450 hectares (ha).

Approval was received for both submissions on 19 April 2018. To address a potential increase in production rate, the Project Optimization and EIS Review Summary was submitted and approved on 19 July 2023.

The Jansen Project EIS identified several Valued Ecosystem Components, which were drawn from government requirements, public input, applicable legislation and guidelines, results of baseline studies, the Jansen Project description and the professional judgement of environmental

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and social scientists. The Jansen Project Valued Ecosystem Components are listed in the table below (Table 17-1), including mitigation measures.

Table 17-1: Jansen Project Valued Ecosystem Components and Mitigation Measures

Valued Ecosystem Components	Mitigation Measures
Air	Use diesel particulate filters, dust suppression, maintaining on-site unpaved roads, air quality will meet government standards for protection of people and the environment
Greenhouse Gas	Subject to Government of Saskatchewan mitigation regulations
Noise	Installation of noise reduction equipment, noise monitoring program to track noise, use best practises with mining equipment to minimize Project-related noise
Soils	Safe disposal of soil contaminants, re-vegetating soil surfaces to prevent wind and water erosion, designing refuelling stations and maintenance facilities to minimize and control spills, usage of seepage interceptor ditches to prevent brine migration
Groundwater	Ongoing monitoring program, control of brine (perimeter dykes and ditches, slurry walls, pile drainage system)
Ground Subsidence	Ongoing monitoring of ground elevation
Plants and Wetlands	Cleaning off-road equipment coming on to site for the first time, limiting soil disturbances, promptly re-vegetating disturbed areas, monitoring invasive plant populations
Wildlife	Habitat Compensation Plan, deterring birds from the brine area as appropriate, no-hunting policy on BHP controlled land, Canadian toad salvage program, avoiding clearing sensitive areas of vegetation during animal breeding seasons, minimizing light on tall site structures
Archaeology and Heritage	Avoid heritage and archaeology sites during construction and mining activities

The Jansen Project EIS found no significant effects on the Valued Ecosystem Components listed above after the proposed mitigation measures.

In accordance with the commitments and conditions in the EIS, long-term environmental monitoring programs were established to monitor for potential environmental effects arising from site operations. A network of monitoring stations was established in 2013 around the boundary of the Project. The monitoring programs include air quality, meteorology, noise, groundwater, wetlands, soils, and wildlife.

BHP Canada committed to developing a habitat compensation program to ensure no net loss of wetlands and associated habitat as a result of the Project. This program started in 2014.

BHP Canada committed to implementing an environmental management program for the Project that follows the framework outlined in the EIS. The Jansen Construction Environment Management Plan (CEMP) describes site specific requirements that have been established for the Project to minimize environmental impacts during construction and future operations. The CEMP incorporates internal BHP environmental standards, federal and provincial environmental standards, and Project regulatory approval requirements.

17.2 Waste and tailings disposal

BHP's commitment to safe tailings management, the Global Industry Standard on Tailings Management (GISTM) and our ambition to achieve zero harm from tailings is outlined in the BHP Tailings Storage Facilities (TSF) Policy Statement available on bhp.com (see downloads section) as approved by the BHP Board in June 2023.

The BHP Tailings Policy outlines our approach to TSF management including:

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- governance and risk management;
- Transparency and disclosure; and
- Emergency preparedness and response and mechanisms for recovery.

Mandatory minimum performance requirements for TSFs govern how we manage TSF failure risks across BHP and are aligned with the GISTM (and outlined applicable processes and associated internal guidance). This is publicly available as the Tailings and Water Storage Facilities GS (see link to external GS above).

BHP has developed short-, medium- and long-term tailings management strategies.

- Our short-term strategy continues to focus on improving Key Risk Indicator performance in line with defined targets.
- Our medium- and long-term strategies focus on complex risk reduction projects and the identification and use of improved tailings management and storage solutions.

17.2.1 Waste and Tailings Disposal

The waste produced from the mill will consist primarily of fine tailings (insoluble), coarse salt tailings, and sodium chloride brine. All tailings will be stored within the TMA. Separate coarse and fine tailings cells will store the respective waste products. A brine recycling system connected to the coarse tailings cell will provide brine management for reuse by the mill. Excess brine from operations or resulting from precipitation events will be pumped from the coarse tailings cell to the disposal wellfield for injection into the deep Winnipeg-Deadwood Formation.

A combination of dykes, drains and interceptor ditches are intended to be used to contain the tailings and brine. The coarse tailings facility consists of a tailings and brine storage area surrounded by perimeter earthen dykes. The facility is designed to store the Environmental Design Flood (EDF) while maintaining minimum freeboard requirements. The EDF is equal to a 1:100-year precipitation event occurring over a 24-hour period. Additional flood storage will be available for precipitation events exceeding the EDF up to the Inflow Design Flood (IDF). This will be done by utilizing overflow spillways constructed into the crest of the coarse tailings area dykes. The overflow spillways will allow for brine transfer into the interceptor ditches for temporary storage. The IDF used for design is 300 millimetres in 24 hours, which is slightly greater than the calculated IDF for high Canadian Dam Association (CDA) consequence dam of 1/3 m between 1:1,000-year and the rational Probable Maximum Precipitation (PMP). As the coarse tailings volume increases with production, a phased expansion of additional cells will be incorporated to maintain coarse tailings and flood storage capacity.

The fine tailings facility will consist of a tailings storage, filter dyke, brine decant pond, and tailings underdrainage system, surrounded by perimeter earthen dykes. This facility is designed to store the fine tailings produced during operations and clarify the associated brine through surface transport and filtration through the filter dyke. The fine tailings cell is designed to contain the IDF within a 24-hour period, while maintaining the minimum freeboard requirements . As fine tailings volumes increase with production, a perimeter downstream dyke raise and phased expansion of additional cells will be incorporated to maintain fine tailings and flood storage capacity.

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A network of interceptor ditches will surround the TMA. These ditches are designed to intercept lateral brine migration under the perimeter dykes. These ditches are also designed to collected brine from the toe drains, located on the downstream side of the dykes. The base of the interceptor ditches will be keyed into the underlying low permeability unoxidized till. Brine collected in these ditches will be directed to a sloped collection point, where it will be pumped back into the TMA.

Slurry walls will be constructed as required in the future to mitigate migration of brine in the Upper and Lower Floral Aquifers from the area underlying the TMA. The timing ofthe slurry wall installations will be based on the results of regular monitoring of groundwater wells installed in these aquifer units.

17.2.2 Site Monitoring

Visual inspections of the TMA dykes and ditches will be completed on an annual basis by an independent geotechnical engineer. A comprehensive annual visual dyke inspection (AVDI) will be conducted to visually examine the containment structures and qualitatively evaluate the stability of the structures based on the observed appearance. The emphasis of the AVDI will be to identify any observable danger signs associated with failure mechanisms of the structures. The findings will be provided to the MOE.

Geotechnical monitoring instrumentation will consist of slope inclinometers, vibrating wire piezometers and standpipe piezometers installed to varying depths within the dyke, coarse tailings pile, and foundation soils to monitor pore water pressures and stability conditions. Geotechnical monitoring instrumentation are to be installed in the dykes and pile foundation soils shortly after construction, with a continuous growing network of instrumentation installed in the tailings pile as it grows to facilitate management of the facility.

The minimum calculated Factor of Safety (FOS) equal to 1.5 is presently required for containment dykes, as per the Saskatchewan Potash Industry Brine Pond Freeboard Guidelines and Reporting Requirements (MOE, 2018). The calculated FOS is modelled assuming the brine pond levels at the maximum flood storage level with all modelled dyke cross-sections exceeding the minimum FOS of 1.5. A minimum calculated FOS equal to 1.3 is required for all segments of the coarse tailings pile.

Site monitoring of environmental risks including brine migration outside of the TMA footprint will be completed predominantly through groundwater and surface water monitoring programs. A long-term groundwater monitoring plan was established for the Project in 2012. The objectives of the environmental monitoring are to detect and estimate the rate of lateral brine migration from the TMA and the extent and magnitude of drawdown due to groundwater extraction. Throughout operations, groundwater levels, surface water and groundwater water chemistry, and electromagnetic survey data will be collected and analysed in accordance with the Site's Approval to Operate.

17.2.3 Water Management

In accordance with the Water Management GS, the Project maintains a quantitative water balance. The water balance provides a summary of the meteorological data, camp occupancy, pond levels, and inputs and outputs.

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In production, the raw water system will consist of the incoming water supply line from SaskWater, raw water pond, and main pump house. This area will provide raw water to the plant, for fire protection and to the operating facilities. The onsite storm water pond was designed for zero discharge; however, design changes have resulted in a requirement for construction phase discharge from the pond. Permits are issued by provincial regulatory agencies to discharge annually. During construction and operation, potable water will be supplied through the operating and permitted centralized water treatment system.

17.3 Project Permitting and Approvals

Construction and Operation Environmental Permits

Following the Approval of the EIS, the Jansen Project required federal, provincial and municipal permits and approval for construction and operation. BHP Canada has received all permits that have been applied for to-date and do not anticipate any risks to obtaining the required construction and operation permits for the Project.

The Project maintains an electronic permit register that lists all permits for the Project, which contains the permit details, requirements, and expiration dates. An internal notification system alerts the applicable parties when permits are up for renewal.

Decommissioning and Reclamation Plan

A Decommissioning and Reclamation (D&R) Plan has been developed in accordance with the Saskatchewan *Mineral Industry Environmental Protection Regulations*, Jansen EIS Commitments and EIS Approval. Provincial regulations also require that financial assurance be provided for the mining operations to ensure there are sufficient funds available for the necessary D&R activities. The D&R Plan was developed to provide information and costs on the concepts that would be implemented in the event the Jansen Project was to close in December 2021 and discusses the safety and security of the site, the decommission and reclamation concepts and addresses the residual risks of the Project through monitoring programs. In accordance with the *Mineral Industry Environmental Protection Regulations*, BHP Canada is required to submit and review the D&R Plan and financial assurance every five years. BHP Canada submitted and received approval for the first D&R Plan in 2016 and submitted a revised D&R Plan in 2021 and received approval in 2022. The next D&R Plan will be submitted in 2026.

Heritage

In 2009, a Heritage Resource Impact Assessment (HRIA) was completed to support the submission of the Jansen Environmental Impact Statement (EIS). The HRIA involved pedestrian surveys, documentation of existing heritage features and informal interviews. Three heritage sites were identified, one prehistoric archaeological site and two historic built heritage sites. The Heritage Conservation Branch (HCB) determined that no further work was required at the two historic built heritage sites. With respect to the third site, a Heritage Resource Impact Assessment (HRIA) was completed in May 2021. The assessment was submitted and the Saskatchewan Heritage Conservation Branch determined all HRIA regulatory requirements had been satisfactorily completed, and there are no concerns with the project proceeding as planned.

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17.4 Social Plans and Agreements

In the case of Jansen, no aboriginal rights were impacted by the project, the Duty to Consult with Indigenous groups was not triggered. However, during the development of the Jansen project, BHP Canada negotiated voluntary agreements with six local Indigenous communities to provide a basis for collaboration and for effective ongoing communication. As part of the agreements, commitments to capacity building initiatives on education, training and labour force development and addresses sharing of information important to environmental management practices. The agreements are planned to be refreshed every five years.

17.5 Closure Planning

Conceptual Closure Plan and Associated Costs

A Conceptual Closure Plan has been developed with the Jansen Project which considers up to four stages of expansion. The main areas include the mine site, raw ore handling and storage, process plant, tailings and brine disposal, product storage and loadout, non-process infrastructure and onsite rail, joint access spurs and wyes. The objective of the closure activities is to achieve the conditions for physical and chemical stability of the mine site, similar to its pre-development condition and land use, to ensure public safety and environmental protection. Specific stakeholder consultation relating to closure has not been conducted to date but will be undertaken based on the stakeholder engagement strategy for the Project.

Progressive reclamation is the reclamation of areas no longer required for operations and provides a potential means to enable a cost-effective, timely closure. It is anticipated that the majority of the Project site will be actively utilized while the mine is operational and therefore opportunities for progressive reclamation may be limited.

Site decommissioning will be staged, first with the mine site, then process facilities and finally the TMA. All buildings and associated infrastructure will be decommissioned and demolished once no longer required for long-term closure activities. All waste will be classified as either hazardous or non-hazardous and disposed accordingly.

The TMA at closure will consist of the fine and coarse TMAs. The fine tailings are expected to consolidate to enable access for equipment to cover with granular fill, soil and re-vegetate. The coarse TMA will be closed and reclaimed through either natural or enhanced dissolution. The current conceptual closure plan for coarse tailings involves long-term natural dissolution by precipitation, and the collection and disposal of the resulting brine through brine disposal wells into the Winnipeg-Deadwood Formation, which are highly saline aquifers below the mining horizon. Enhanced dissolution involves the water sources identified in natural dissolution as well as utilizing poor quality water (unusable for consumption or irrigation) from an aquifer.

The end uses for the rehabilitated site are currently identified as a mix of agricultural and wetland/upland habitat, but will be subject to future stakeholder discussions.

An environmental monitoring and maintenance program will be conducted to assess the physical, chemical, and biological stability of the rehabilitated mine, where necessary, proactivity identify areas where maintenance is required. The intention of this program is to confirm whether the site closure criteria have been achieved, and to ensure the closure activities are progressing successfully towards meeting these criteria and attaining the close out status.

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The conceptual closure cost model is made up of a detailed direct cost estimate for each of the reclamation activities identified for each project component. Despite the detailed estimation of the closure costs, there is a vast amount of time before the closure plan is to be executed, and consequently limits the accuracy of the cost, with the current conceptual closure plan representing one of many possible closure options. BHP Canada continues to work with the relevant provincial ministries to maintain an appropriate level of financial security for mine closure requirements.

The conceptual closure costs are represented in the economic evaluation as a lump sum one year after active mining stops, with primary closure of the mine site buildings, processing plant, and non-process infrastructure occurring approximately within the first five years of closure. An annual cost of CA$2.7M, exclusive of indirect costs and contingency, is captured in the economic evaluation for the duration of the post closure monitoring, maintenance, and the reclamation of coarse tailings, accomplished through long-term dissolution by precipitation, collection, and disposal of the resulting brine through disposal wells, and the reclamation of said disposal wells. The closure cost estimate is CA$2.4B, excluding contingency and indirect costs.

17.6 Local procurement and hiring

BHP works in partnership with Indigenous peoples around the world. The success of these relationships is critical to our success as a company.

BHP is committed to supporting the communities in which we operate through the delivery of local industry participation benefits.

Local and Indigenous Procurement

The Jansen Project brings significant potential for involving Indigenous and local contractors and suppliers with a focus on First Nation organizations. BHP Canada has signed voluntary Opportunity Agreements (OAs) with communities near the Jansen Project as follows: Kawacatoose First Nation, Day Star First Nation, Muskowekwan First Nation, Beardy's and Okemasis' Cree Nation, Fishing Lake First Nation, and George Gordon First Nation. The purpose of the OAs is to enable a collaborative working relationship between the First Nations and BHP Canada by providing business and economic, employment, training and community development opportunities. This, in addition to the introduction of 7-day payment terms for all small, local and Indigenous owned businesses, which took effect in June 2021.

Local and Indigenous Hiring

During Jansen mine operations, BHP Canada has publicly stated our intent is that our Indigenous workforce reflects the underlying demographic of the region. For more on Indigenous hiring, please see Section 17.4 on social value and agreements.

Additionally, BHP Canada is expected to implement processes designed to increase Indigenous and female participation in employment opportunities independent of the apprenticeship program.

17.7 Discussion of Relative Accuracy/Confidence

In the Qualified Persons opinion, the risks associated with environmental compliance and permitting, water management and cultural heritage are well understood and managed in accordance with BHP's Global Standards for *Health, Environment, Community and Indigenous*

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Peoples, Closure and Legacy Management and regulatory requirements. BHP's approach to social investment and commitment to the local communities has resulted in long-term relationships that will continue for the life of the project.

In the opinion of the Qualified Person, there is a high likelihood that changes to the closure plan and cost will occur as it progresses from conceptual design to detailed design. The closure management plans should be regularly reviewed to reflect updated asset planning and include current knowledge from on-site experience, regionally, across other BHP businesses, and globally in the mining industry.

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18 Capital and Operating Costs

18.1 Operating Cost

18.1.1 Operating Cost Estimate

The operating cost estimate for Jansen were developed to capture costs defined as mine gate. This includes all costs spanning from the mining face underground to the loading of product to rail at the site.

The operating cost estimate includes all personnel and activities within the battery limits of the scope, and includes operational and statutory management, administration, and support personnel associated with the operation. Specifically, the operating cost estimate captures all costs related to:

- Mining operations and maintenance
- Processing operations and maintenance
- Non-process infrastructure operations and maintenance
- Indirect costs including:
    - costs associated with the Saskatoon Integrated Operations Centre (IOC)
    - Marketing and selling costs
    - Intra-Group Service Charges (IGSC's) and share & executive awards
- Carbon costs and applicable sales tax
- Sustaining capital associated with any of the items identified

There are tax-related expenses that will be incurred by Jansen that are not covered in the operating cost estimate and are instead captured within the economic analysis separately. These include:

- Royalties (including Crown royalties and Saskatchewan resource surcharge)
- Business income taxes including potash production taxes, federal income taxes and provincial income taxes)

The operating cost inputs and drivers have been primarily sourced from bottom-up estimates, operational experience and benchmarking, budget quotes from potential vendors, design specifications, and currently contracted rates where applicable. The operating cost estimate for Jansen Project is developed to an accuracy level within a +/-25% range. The estimate includes costs from all areas from the mine face up to and including the load out operations. Table 18-1 reflects the operating cost in US$ equivalent with breakout between variable and fixed costs. The aggregated operating cost is derived by adding the product variable costs to the result of dividing the fixed costs and sustaining capital by the expected 8.5 Mt of saleable product per annum, yielding US$/t KCl.

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Table 18-1: Major Components of Operating Costs for Jansen Mine[4]

Cost Category *(Real 2024)*	Cost Sub Category	US$/t KCl
Product Variable Costs	Mine Operating Costs	**1**
	Processing Operating Costs	**9**
	Non-Process Infrastructure (NPI)	**1**
	Other Variable Costs	**23**
		US$M
Fixed Costs	Mine Operating Costs	**124**
	Processing Operating Costs	**86**
	Indirect	**49**
	Non-Process Infrastructure (NPI)	**15**
	Other Fixed Costs	**91**
Sustaining Capital		**108**

Variable costs in each of the areas referenced in Table 18-1 include production consumables, utilities (power, natural gas, diesel, and water), as well as processing reagents as the primary drivers. These costs will be incurred with the start of saleable product being produced. All consumption values per tonne were estimated considering the Jansen engineering design and benchmarked estimates from our Potash SME team. The unit costs used in the variable cost calculations were sourced from budget quotes from local vendors as well as publicly available information where possible.

Fixed costs within each area consist of labour and maintenance as the primary drivers. Fixed costs are displayed as an annual basis and are applied over the life of mine. Labour costs unit rates referenced locally benchmarked labour rates in the region with total headcount estimated utilizing the Jansen mining and processing design. Maintenance costs utilized benchmarked annual costs for known equipment types multiplied with the known asset counts from within the design. Indirect costs were developed reviewing the current BHP benchmarked costs from other assets while considering the Potash specific work requirements.

Sustaining capital costs take into account the continued development of the mine and need to install additional material handling infrastructure. Other main drivers within sustaining capital are major maintenance programs, asset replacement, and tailings area expansions throughout the life of the mine. Sustaining capital is treated as and embedded with the operating expenses.

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18.1.2 Basis and Accuracy Level for Cost Estimates

The cost estimation procedure and the uncertainty analysis for the operating cost of the project has been reviewed and analysed by an independent 3rd party team to remove potential bias from the process. The uncertainty analysis was facilitated by the 3rd party team and utilized external subject matter experts. All outputs of the estimated process have been reviewed and approved as accurate in the opinion of the qualified person and are within level of accuracy stated at the time that they were developed. At the conclusion of the process the mid case estimate outlined within this document was acknowledged as within the range of accuracy with limited changes suggested.

The results of the ranging exercises determined the contingency for mine gate, on site rail, and sustaining capital fall within the 15% allowable contingency in a prefeasibility study. Contingency is developed for the Operating Cost estimate and applied within the economic analysis and economic evaluation modelling.

The culmination of the ranging exercises resulted in contingencies appropriate to prefeasibility accuracy, which were developed for the Operating Cost estimate and applied within the economic analysis, decision evaluation modelling.

The final resulting estimate that was utilized in the cost analysis was reviewed and endorsed by the operating cost estimate owner and deemed suitable for use in the opinion of the qualified person within the accuracy stated within this document.

18.2 Capital Cost

18.2.1 Capital Cost Estimate

The Jansen Project Capital Cost Estimate (Capex) was developed by BHP Canada, its consultants and engineering service providers. Communications, power, water, and natural gas are provided by provincial crown corporations. Connections to the water and natural gas infrastructure are complete. The scope for Jansen Project is comprised of:

- A fully lined service shaft with permanent hoists capable of 1,750 tph, equipped with steel guides and loading/unloading to accommodate two 50-tonne skips and a 90-person service cage;
- A fully lined production shaft. The existing sinking arrangement will undergo a hoist and headframe changeover to accommodate the interim hoisting requirements for the lateral connection of the two shafts and subsequent shaft pillar development. The interim arrangement of the production shaft will be changed over to a permanent arrangement equipped with steel guides and loading/unloading to accommodate two 75-tonne skips capable of 2,200 tph to 2,700 tph of hoisting, noting engineering is ongoing.
- A shaft pillar area with skip loading facilities, conveyor networks, raw ore storage bin (vertical), remote storage area (horizontal), refuge stations, workshops, materials management areas, offices, principal refuge chambers, mobile equipment battery charging stations, and parking areas.

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- Establishment of three mining districts that host the production mining panels and supporting development units, and are connected to the shaft infrastructure through conveyor networks.
- Production and development mining equipment, including MF460 borers, extendable belt systems, continuous miners, batch haulage, and supporting fleet of underground personnel and service vehicles;
- Two 1,483 tph ore processing plants including:
  - Raw ore handling, storage, and crushing
  - Process mill building wet area comprising attrition scrubbing, desliming, flotation, and debrining
  - Process mill building dry area comprising drying, screening, compaction, and glazing
  - Tailings processing and reagents
  - Product handling, storage, screening, and loadout

Non-process infrastructure, including a tailings management area, administration building, warehousing, workshops, utilities, on-site rail, and financial support for port facility conversion to ship product to overseas markets.

The majority of the direct cost estimate is based on engineering designs which include design drawings, 3D models, equipment, and instrument lists based on process flow diagrams and piping and instrumentation diagrams, and other engineered quantities. The capex estimate includes quantities for common indirects, implementation contractor services (EPCM), owner's team that are based on personnel requirements for the duration of the project. Provincial sales taxes are calculated based on Saskatchewan tax regulations. Escalation estimates during execution are calculated based on IHS Markit indexes for various commodities and labour types.

The majority of the direct bulks and equipment supply pricing is based on budget pricing from the market. Some of the packages were at very advanced stages of development thus had been awarded to the vendors at the time of study completion. The majority of the direct trade labour rates are based on input from the tier 1 construction contractors as well as the negotiated project labour agreement with the trade unions. In the opinion of the Qualified Person, based on the engineering, execution schedule, project execution plan, market pricing and labour pricing information available at the time of study, the capex estimate includes all required elements of cost to cover the defined scope and is appropriate for the project.

Total Jansen Mine capex summary is as follows (Table 18-2). Sunk costs are exclusive; economic evaluation is performed using go forward costing.

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Table 18-2: Jansen Capex by Area, US$B (Real 2024)[5]

Description	Total Sunk Projected at end of FY24	Total to go FY25 Onwards	Grand Total Capex
Mining	0.9	2.7	3.6
Surface	1.5	3.9	5.4
Total	**2.4**	**6.6**	**9.0**

All costs in Table 18-2 exclude escalation and inflation. Capital expenditure is aligned with mine gate prices and therefore exclude all port and off-site rail.

18.2.2 Basis and Accuracy Level for Cost Estimates

The majority of the quantities are developed from design drawings, 3D models, equipment, and instrument lists based on process flow diagrams, piping and instrumentation diagrams, and other engineered quantities. The majority of the pricing of bulks and plant equipment is sourced from the market.

The uncertainty and risk analysis for capex has been facilitated by a 3rd party team to remove potential bias from the ranging process, however BHP Canada led the effort for model and results. In the opinion of the Qualified Person, the process undertaken for ranging is appropriate and based on the project information available at the time of study, covers for all the uncertainties and risks that the project may be subject to during execution. The team that ranged the risks and uncertainties consisted of both internal and external subject matter experts while applying the ranging methodology as described below:

- Estimate roll-up of cost and schedule
- Solicitation of ranges from various internal and external subject matter experts
- Range modelling and analysis
- Incorporating Jansen Independent Peer Review recommendations
- Final results and reporting

Uncertainties and risks are quantified by the following ranging categories:

- Scope of work

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- Labour or service rates
- Labour productivity
- Supply rates of equipment and bulks
- Discrete project risks

The culmination of the ranging inputs available at the time of risks and uncertainties assessment has the economic testing completed with a total installed cost (TIC) of Real US$9.0 billion. This represents an expected contingency of up to but not exceeding 15 per cent of the total installed cost. The accuracy range around the expected overall capex is +/-25 per cent. In the opinion of the Qualified Person, based on the technical information available and associated ranging on this information at the time, resulting contingency and ranges are appropriate for the project to cover for uncertainties and risks during execution.

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19 Economic Analysis

19.1 Key assumptions, parameters and methods used

The economic analysis presented in this section is based on annual cash flow projections including sales revenue (sales point FOB Mine), operating and closure costs, capital expenditures, royalties, income and production taxes.

19.1.1 Mine Plan Physicals

The mine production is modelled on an expected basis. The expected value is considered to be the most likely outcome when considering a range and likelihood of possible scenarios. The Expected run-of-mine (RoM) production is 23.4 Mtpa, life of mine grade of 24.8 per cent K_2O, recovery of 88 per cent and a concentrate of 60.4 per cent K_2O resulting in a life of mine average of 8.5 Mt of saleable product per annum. The development of the reserves generated is available in Section 12 and the mining profile is presented in Sections 13 and 14. Jansen expected annual run-of-mine production and expected run-of-mine grade is presented in Figure 13-4.

19.1.2 Potash Price

The sales point is assumed as mine gate with annual revenue determined by applying the through cycle historic average price of US$391/t FOB mine (Saskatoon, Real 2024 basis) to the annual life of mine production. The development of the historic average pricing is outlined in Section 16 of this document.

19.1.3 Foreign Exchange Rate

Inputs into the economic analysis are primarily in Canadian dollars with some United States dollars inputs. An average foreign exchange rate for the preceding three financial years (July 2020 to June 2023) of 1.30 CA$/US$ was provided by the registrant to convert and present cash flows in US dollars.

19.1.4 Capital and Operating Costs

Capital costs (refer Section 18.2) prior to FY2024 have been treated as sunk costs and are not included in the analysis. Capital expenditure is aligned with mine gate prices and therefore exclude all port capital requirements.

Sustaining capital and average operating cost over the life of mine is illustrated in Section 18.1, Table 18-1. Operating costs are aligned with mine gate prices and therefore exclude all port cost.

19.1.5 Closure Costs

Closure and rehabilitation costs are included in the economic analysis following the end of mine life (refer Section 17.5 Closure Planning).

19.1.6 Royalties and Taxes

BHP Canada's potash mining operations will be subject to the following royalties and taxes in Canada:

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Saskatchewan Crown Royalties: Royalties of 3 per cent of the value of potash produced based on the average price realized by the producer in the year as determined by revenues and sales under The Potash Production Tax Regulations.

Saskatchewan Resource Surcharge: The Resource Surcharge is a corporate capital tax levied at a rate of 3 per cent of the value of sales of potash in Saskatchewan.

Saskatchewan Municipal and School Taxes: Saskatchewan property taxes are levied by municipal councils and school boards to support local infrastructure and school programs.

Saskatchewan Potash Production Tax: The Government of Saskatchewan imposes a Potash Production Tax comprising two components, a Base Payment and a Profit Tax.

Corporate Income Taxes: The Government of Canada and the Government of Saskatchewan charge corporate income tax at rates of 15 per cent and 12 per cent, respectively, for a combined rate of 27 per cent of taxable income for the year. Saskatchewan Crown Royalties, Resource Surcharge, Municipal and School taxes, and Potash Production Tax are deductible for Corporate Income Tax purposes.

19.1.7 Valuation Assumptions

Discounted annual cash flows are calculated using a 7.0 per cent real, post-tax discount rate at a valuation date of 2024. The discount rate has been provided by the registrant for utilisation in the economic analysis and is based on the average of weighted average cost of capital disclosures by brokers, adjusted where required for inflation of 2.0 per cent per annum.

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19.2 Results of Economic Analysis

Results of the economic analysis based on the LoA production schedule of Jansen project mineral reserves is summarised in Figure 19-1.

Total cash flow forecast of US$64.3 billion, discounted to June 2024 at 7.0 per cent results in a net present value (NPV) of US$11.2 billion. Refer to Table 19-1.[6]

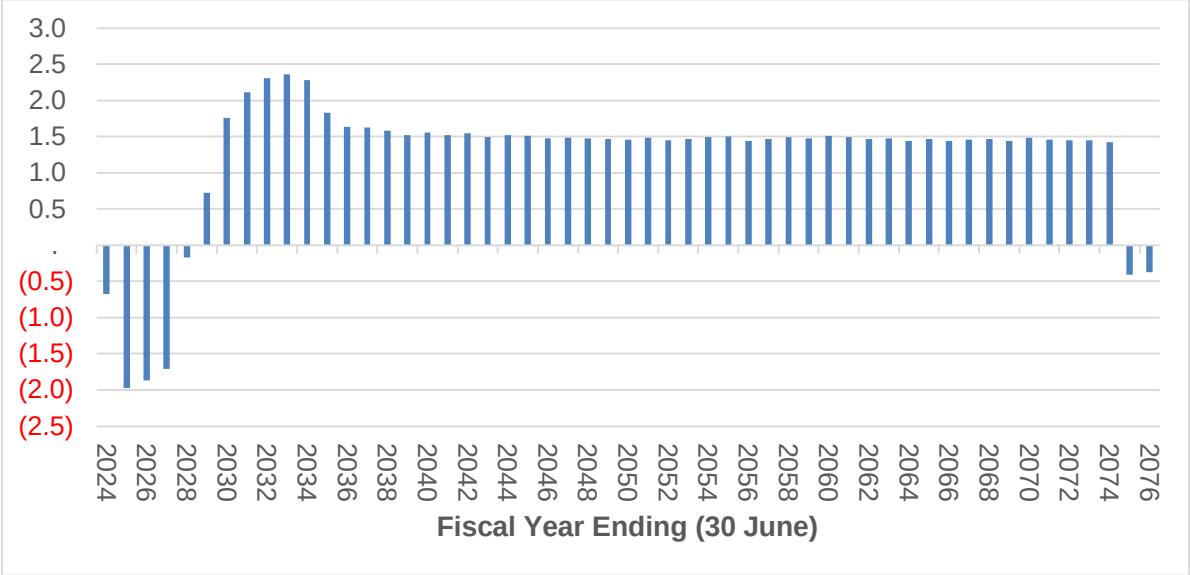


Figure 19-1: Annual Cash Flow (US$B Real 2024)

The cash flow summary on an annual basis is provided in Table 19-1 below. The annual cash flow is presented with the inputs grouped in time periods where the annual inputs for each year are substantially the same throughout the relevant grouped period.

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Table 19-1: Annual Cash Flow and Summary[7]

Mineral Reserves Economic Viability		Average per financial year ending 30 June					
		Total	2024-2026	2027-2031	2032-2073	2074-2075	2076+
Material movement including waste	Mt	1,070	-	11.7	23.4	12.2	-
Revenue	US$ billion	151.1	-	1.6	3.3	1.7	-
Operating costs	US$ billion	(30.9)	(0.0)	(0.4)	(0.7)	(0.6)	-
Capital Expenditures (includes Sustaining)	US$ billion	(12.6)	(1.5)	(0.6)	(0.1)	(0.1)	-
Closure & rehabilitation	US$ billion	(0.4)	-	0.0	0.0	0.0	(0.4)
Royalties and taxes[8]	US$ billion	(42.8)	-	(0.1)	(1.0)	(0.5)	·
After-tax cash flow	US$ billion	64.3	(1.5)	0.5	1.6	0.5	(0.4) 9
Discount cash flow	US$ billion	11.2	(1.3)	0.3	0.3	0.0	(0.0)

The annual projected cash flow presented in Figure 19-1 and Table 19-1 includes all closure and rehabilitation related annual cash flows summed after the final year of mineral reserve production.

The internal rate of return (IRR) is 18.3 per cent and the payback period is 8 years following first production. It is the Qualified Person's opinion that extraction of the mineral reserve is economically viable.

19.3 Sensitivity Analysis

Economic sensitivity analysis results are presented in Table 19-2 are based on variations in significant input parameters and assumptions. It is noted that the top three influencing factors in the economic testing are the sale price of the product, process throughput connected to the uncertainty of the production mining system performance, and process recovery. The tested scenarios all yielded a positive return.

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8 - Taxes includes royalties

9 - Includes the terminal value of C$2.7M in annual post closure monitoring costs

Table 19-2: Results of sensitivity analysis (Unrisked NPV US$B) [10]

	-20%	-10%	Reference	+10%	+20%
Potash price (FOB mine)	7.1	9.2	11.2	13.2	15.2
Throughput	7.3	9.3	11.2	13.1	15.0
Grade	7.8	9.5	11.2	12.8	14.3
Recovery	7.3	9.3	11.2	13.1	13.7
Exchange Rate	9.6	10.5	11.2	11.7	12.2
Capital expenditure (Execution)	11.6	11.4	11.2	10.8	9.8
Operating costs	11.8	11.5	11.2	10.9	10.4

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20 Adjacent Properties

Figure 20-1 shows the properties and their owners adjacent to the Jansen project. BHP Canada owns additional potash dispositions north, south, and south-east of Jansen. Exploration on the KL 218, KL 211 (Burr) and on KL 205, KL 206, KL 207 (Boulder) properties includes 2D seismic surveys followed by some 3D seismic surveys and limited drilling.

West of Jansen is Nutrien's Lanigan operation (KLSA 001). Publicly available NI 43-101 reports indicate that the Lanigan operation has extracted potash from the same LPL sub-member as Jansen is planning to mine since production begin in 1968. Since 2007 the Lanigan operation has also expanded mining to the UPL sub-member. Lanigan currently operates three disposal wells that inject waste brine into the Winnipeg and Deadwood formations.

Based on the Saskatchewan Ministry of Energy and resources information the KL 282 Potash disposition north, north-east of Jansen is owned by Canada Golden Fortune Potash Corp. a wholly owned Canadian subsidiary of the Shanghai Jingdi Investment Ltd. company based in Shanghai, China. The company's website indicates that exploration activities at the property were limited to 2D seismic surveys.

The Qualified Person states that they have been unable to verify the information available from the adjacent properties and that the available information is not necessarily indicative of the quality and nature of mineralization present at the Jansen property.

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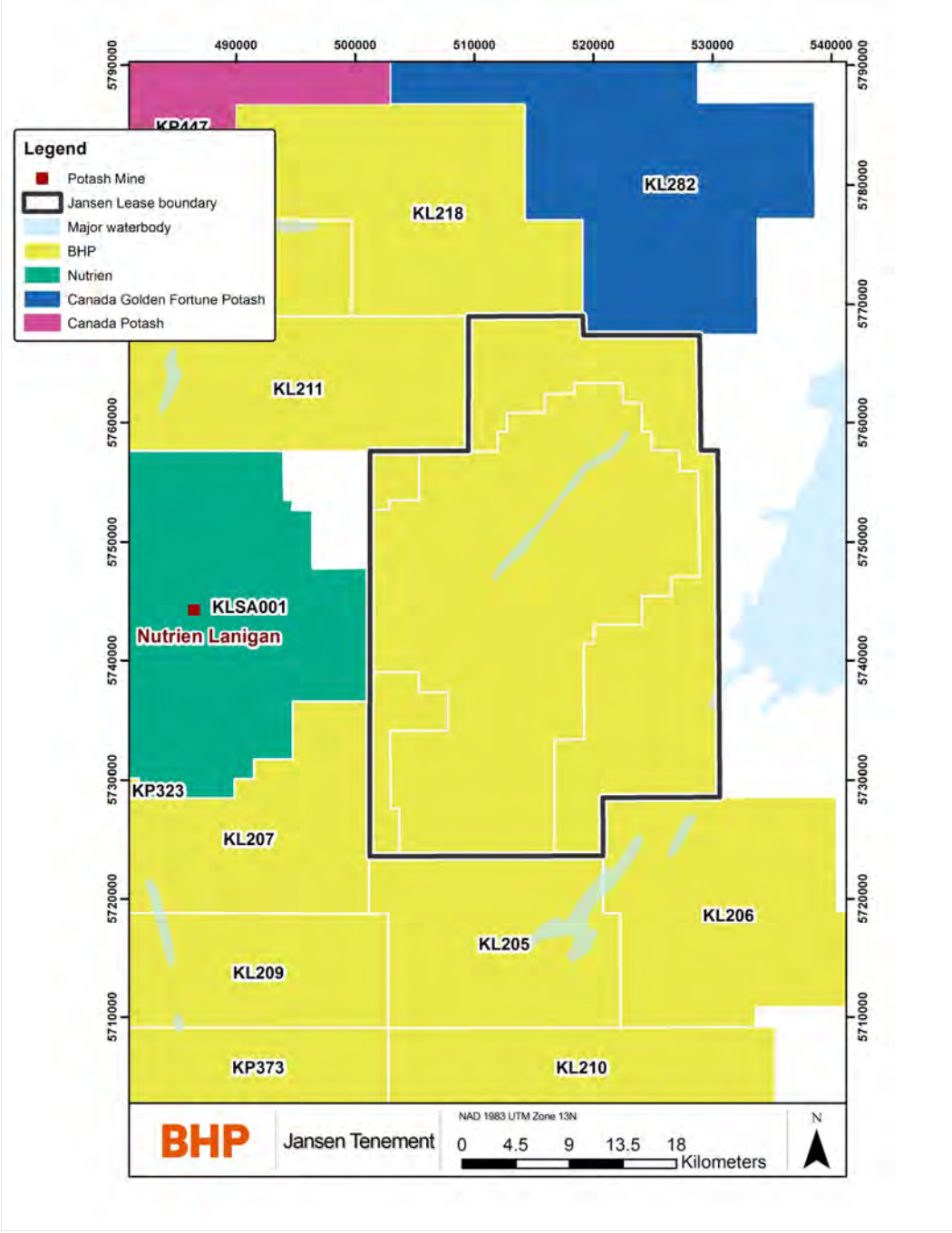


Figure 20-1: Jansen lease and neighbouring potash dispositions and properties.

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21 Other Relevant Data and Information

Annual Risk Reviews are conducted jointly by Assets and the BHP Resource Centre of Excellence to ensure significant and material risks to Tenure, Mineral Resources and Mineral Reserves are adequately managed. The Risk Review process identifies key reporting changes regarding the annual declaration of Mineral Resources and Mineral Reserves and agreed actions requiring completion prior to BHP's annual reporting. Issues and opportunities identified during the Risk Reviews inform the Annual Assurance Plan and scopes for potential Controls Effectiveness Collaborative Assessment reviews and identify good practice that can be shared across BHP.

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22 Interpretation and Conclusions

22.1 Mineral Resources

The Jansen Mineral Resources are based on available historical data and on an extensive exploration program conducted by BHP Canada at the Jansen project. Knowledge gained by exploration in adjacent properties and other areas of the basin, from publicly available historical data, and from publicly available mining history also contributed to the assessment and classification of the Jansen resource. The limited number of drill hole intersections, core sample sizes, horizontal and vertical resolution of the seismic data are factors that introduce uncertainty into the Mineral Resources estimates. The impact of these were carefully considered during the estimation process and in the classification of the resource areas. It is the opinion of the Qualified Person, that based on the available data, the known limitations of the data, interpretations, and methodologies the Jansen Mineral Resources estimate is considered fit for purpose in supporting and for forming the basis of a Mineral Reserves estimate.

22.2 Mineral Reserves

Uncertainties that affect the reliability or confidence in the Mineral Reserve estimate include but are not limited to:

- Future macro-economic environment, including product prices and foreign exchange rate;
- Changes to operating cost assumptions, including labour costs;
- Ability to continue sourcing water from the Saskatoon South East Water Supply;
- Ability to preserve ongoing reliable power supply;
- Changes to mining, hydrogeological, geotechnical parameters and assumptions reflected in mining recovery;
- Ability to maintain environmental and social license to operate;
- Integrity of the shaft liner beyond the design life of 70 to 80 years.

Confidence in the Mineral Reserve is reflected in the applied reserve classifications in accordance with the US SEC S-K 1300 with factors influencing classification including but not limited to mining methods, processing methods, economic assessment and other life of asset and closure assessments.

In the opinion of the Qualified Person, the positive project NPV provides confidence in the Mineral Reserve estimate and the supporting mine plan, under the set of assumptions and parameters used in which they were developed. The Probable Mineral Reserve classification considers the Measured classification of the Mineral Resources classification and the uncertainty of the mining factors.

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23 Recommendations

The Jansen Stage 1 project is currently in Execution phase. First saleable product is expected in 2026. Jansen Stage 2 is also in Execution with first saleable product expected in 2028. There are no current work plan recommendations for the next financial year outside of the planned Project execution.

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24 References

The list of the references cited in this report is given below.

BHP (2021) Press Release. BHP approves investment in Jansen Stage 1 potash project. 17 August 2021.

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25 Reliance on Information Provided by the Registrant

The Qualified Persons have relied on information provided by BHP in preparing its findings and conclusions regarding certain aspects of modifying factors, which are listed in Table 25-1.

Table 25-1: Reliance on Information Provided by the Registrant

Category	Report Item/ Portion	Portion of Technical Report Summary	Disclose Why the Qualified Person Considers it Reasonable to Rely upon the Registrant
Marketing Plans	Section 16.1	Market Information and Market Entry Strategies	Based on industry experience to date, the marketing plans provided by BHP appear to be reasonable for a new market entrant.
Marketing Information	Section 16.1	Information concerning markets	Information maintained by BHP through a specialist Market Analysis and Economics team.
Marketing	Section 16.2	Contracts required to develop the property	Information maintained by a dedicated Supply team within BHP.
Environmental matters	Section 17.1 Section 17.3	Environmental Studies and Impact Assessments Project Permitting Requirements	Matters related to environmental studies and permitting are undertaken by professional teams within BHP.
Environmental matters	Section 17.5	Closure Planning	Matters related to environmental studies are undertaken by professional teams within BHP. The closure cost estimate represents future costs based on current conceptual expectations of site future conditions. Closure management plans are regularly reviewed and updated to ensure relevancy in current context.
Plans for local groups	Section 17.4 Section 17.7	Social Plans and Agreements with Local groups, Local procurement and Hiring	Matters related to social plans, agreements with local groups, local procurement and hiring are managed by dedicated professional teams within BHP.
Macro-economic Assumptions	Section 19	Foreign Exchange rates (FX) and discount rates	Matters related to discount rate, FX rates, and interest rates are maintained by financial professionals within BHP and the accounting practices are externally audited annually. The discount and FX rates appear appropriate and in line with current market conditions.
Governmental factors	Section 19.1	Royalty and taxation	These are external factors that BHP has to comply with and data is maintained by financial professionals within BHP

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