

DUPLICATE

3 REGISTERED 47
J. J. Murphy
PRINCIPAL REGISTRAR
MINING BRANCH

THE NORTHERN TERRITORY OF AUSTRALIA

4 JUL 1969

Mining (Gove Peninsula Nabalco Agreement) Ordinance 1968Mining Ordinance 1939-1967

SPECIAL MINERAL LEASE.

Lease No. 77

LEASE granted on the 30th day of May
 One thousand nine hundred and sixty-nine in accordance
 with clause 4 of an Agreement made the twenty-second day of
 February, 1968 between THE COMMONWEALTH OF AUSTRALIA (in this
 lease called "the Commonwealth") of the one part and NABALCO PTY.
 LIMITED, a company incorporated in the State of New South Wales
 and having its registered office at Goldfields House, 1 Alfred
 Street, Sydney in the said State of the other part, which
 Agreement was approved by the Mining (Gove Peninsula Nabalco
 Agreement) Ordinance 1968, WHEREBY the Commonwealth DEMISES to
 the assignees of the rights of Nabalco Pty. Limited under the
 Agreement, SWISS ALUMINIUM AUSTRALIA PTY. LIMITED, a company
 incorporated in the State of New South Wales whose registered
 office is situated at No.1 Alfred Street, Sydney aforesaid, and
 GOVE ALUMINA LIMITED, a company incorporated in the State of New
 South Wales whose registered office is situated at No.1 O'Connell
 Street, Sydney aforesaid (in this lease called "the Lessees") in
 consideration of the rent, royalties and covenants hereinafter
 reserved and provided and on the part of the Lessees to be paid
 and observed -

FIRSTLY, ALL THAT piece or parcel of land (in this
 lease called "the land firstly described") containing
 by admeasurement 49,466 acres or thereabouts and
 particularly described and delineated in the Schedule
 to this lease AND ALL THOSE mines, veins, seams,
 lodes and deposits of bauxite and other ores of

aluminium, ores of calcium and ores of fluorine, together with any other minerals found in combination or association in the said land with them so that the last-mentioned minerals must necessarily be mined in the mining of the bauxite or the said other ores, in or under the said land TOGETHER WITH the rights, liberties, easements, advantages and appurtenances thereto belonging or appertaining;

SECONDLY, ALL THAT piece or parcel of land (in this lease called "the land secondly described") containing (subject to survey as hereinafter provided) 698 acres or thereabouts, being Northern Territory Portion 1205 and being the land delineated and coloured red on the plan marked 'A' attached to this lease;

THIRDLY, ALL THAT piece or parcel of land (in this lease called "the land thirdly described") containing (subject to survey as hereinafter provided) 600 acres or thereabouts being Northern Territory Portion 1196 and being the land delineated and coloured blue on the plan marked 'B' attached to this lease, the seaward boundary of which is give and take one chain above high water mark,

(which lands firstly, secondly and thirdly described are in this lease together or, where the context requires a distributive construction, respectively referred to as "the leased land") EXCEPTING AND RESERVING out of this lease

- (a) the right of the Commonwealth, its servants, officers and agents, at any time to enter and maintain and do work upon or in relation to the air-strip and any public roads for the time being subsisting over or upon the leased land;

- (b) the rights of ingress, egress, and regress hereinafter provided;
- (c) the right of the Commonwealth, subject to the provisions of the Agreement, to require the Lessees -

- (i) to grant or consent to the granting of such easements or rights in or over the leased land; or

- (ii) to permit such use of the leased land,

in each case as is or are reasonably necessary (taking into consideration the present and future use or development of the leased land by the Lessees) in connection with the overall development or use of lands adjacent to the leased land,

provided always that no such grant, consent or permission to use shall be required to be given by the Lessees if such grant, consent or permission to use would -

- (A) unduly prejudice the Lessees in relation to their operations under the Agreement or this lease or prejudicially interfere with those operations; or
- (B) increase the Lessees' commitments or prejudicially interfere with the Lessees' control over the leased land or any part thereof;

Lessees' control over the leased land or any part thereof;

TO HOLD the same UNTO THE LESSEES as tenants in common in the following undivided shares, namely, as to seventy equal undivided one hundredth shares unto Swiss Aluminium Australia Pty. Limited and as to thirty equal undivided one hundredth shares unto Gove Alumina Limited, for the full term of forty-two years commencing on the date of this lease with the right hereinafter provided to renew the same for a further period of forty-two years for the following respective purposes, namely -

(1) as to the land firstly described - for the purpose of mining on and in the leased land for bauxite and the other ores and minerals previously referred to in this lease and for all purposes necessary effectually to carry on the Lessees' overall mining operations under the Agreement on or in the leased land including -

(1) cutting and constructing thereon water-races, drains, channels, dams, pathways, roads, tramways, railways, conveyors, pipelines, power-lines and other engineering services to be used in connexion with that mining;

(11) quarrying stone and gravel and taking sand for the Lessees' operations under the Agreement;

(111) erecting on the leased land buildings, installations, facilities and machinery to

be used in connexion with the mining, the treatment and the export of products, including the erection of a bauxite treatment plant;

(iv) erecting residences and other buildings and facilities on the leased land in connexion with all or any of the above purposes; and

(v) subject to paragraph (b) of clause 1 hereof, drilling bores and wells for water;

(2) as to the land secondly described - for the purpose of establishing, operating and maintaining a bauxite conveyor installation for the transportation of bauxite from the land firstly described to the land thirdly described and facilities and works associated therewith, including emergency stock piles, roads, drains, power lines and installations, water lines, pumps and reservoirs, bores and wells for water, communication facilities and other engineering services, buildings, machinery and amenities;

(3) as to the land thirdly described - for the purpose of establishing, operating and maintaining a bauxite treatment plant and stock pile areas and facilities and works associated therewith, including storage facilities, material handling and conveyor facilities, roads, drains, effluent pipe lines and emergency disposal facilities, power plants and lines and installations, water lines, pumps and reservoirs, bores and wells for water, sea water circulation facilities, communication facilities, industrial and engineering services, buildings, machinery, amenities and earthworks, bunds and other retaining or protective works,

but in respect of the whole of the leased land upon and subject to the Agreement and to the Ordinance except in so far as the provisions of the Ordinance are inconsistent with the Agreement YIELDING AND PAYING therefor the yearly rent hereinafter provided AND FURTHER YIELDING AND PAYING in respect of bauxite and other minerals derived from the land firstly described royalties at the rates and in the manner hereinafter provided:

AND WHEREBY IT IS WITNESSED as follows :

1. The Lessees for themselves and for their successors and permitted assigns covenant with the Commonwealth -

- (a) to pay, during the period of this lease, the rent and royalties reserved by the lease clear of all deductions at the respective rates and times and in the manner from time to time provided in this lease and, except in so far as is otherwise so provided, by the Ordinance and the Regulations;
- (b) not to use or work the leased land or any part thereof or permit the same to be used or worked except for the respective purpose or purpose for which the same is leased;
- (c) to observe, perform and carry out the provisions of the Ordinance and the Regulations and of the Mines Regulation Ordinance 1939-1962 and the Regulations for the time being in force under that Ordinance so far as those provisions affect or have reference to special mineral leases granted under the Ordinance and are not inconsistent with the Agreement and/or this lease;

- (d) unless authorised to do so by the Administrator under the Control of Waters Ordinance 1938-1968, not to bore or sink for, pump or raise water, nor to erect any dam or other facility on existing rivers or water ways for the purpose of the supply of water;
- (e) to treat bauxite mined from the lease in accordance with good industrial practice;
- (f) to grant to all Aboriginal residents of the Mission and to other persons specified in sub-section (3.) of section 17 of the Social Welfare Ordinance 1964-1967 of the Territory, the right to enter, leave and move across the leased land at will, except across such areas as the Lessees may after conferring with the Administrator designate as restricted areas for security or safety reasons;
- (g) to erect such fences or to take such other steps as may be reasonably necessary for security or safety purposes;
- (h) to allow free public access to and along any public road and the airstrip or the alternative airstrip constructed in accordance with paragraph (f) of clause 2 of this lease;
- (i) not to export bauxite from the Territory, except for purposes of testing in laboratories or pilot plants, without the prior approval of the Minister; and

- (j) to observe, perform and carry out the covenants on the part of the Lessees to be observed, performed or carried out under the Agreement.

2. The Lessees for themselves and for their successors and permitted assigns covenant with the Commonwealth in relation to the land firstly described -

- (a) to operate in accordance with good mining practice and, subsequent to mining operations on any part of the leased land, to take all steps necessary to restore and leave the surface of the mined area in a condition satisfactory to the Administrator so that -

- (1) there shall be no abnormal batters or contours;

- (11) the surface soil (if any) existing prior to the mining operations shall, where possible, be preserved and subsequently spread to maximum advantage over the mined area;

- (111) there shall be a minimum interference with the natural drainage system except where it is found expedient to use any mined area for the storage of water;

- (1v) there shall not arise any pollution of any drainage system that is dangerous or injurious to public health; and

- (v) the provisions of sub-paragraphs (i), (ii) and (iii) of this paragraph shall be carried out progressively and, in respect of a mined part, within two years of the cessation of mining on that mined part in order to allow of regeneration of vegetation;
- (b) to make the best use of the bauxite reserves;
- (c) to take competent advice in association with experts nominated by the Administrator as to what steps are reasonably possible to encourage and promote re-generation and development of vegetation on mined areas progressively;
- (d) to permit access to any part of the leased land, not being a part or parts designated a restricted area as aforesaid, by the following persons for the performance of their duties -
- (1) members of the staff of the Mission who have first obtained the approval of the Lessees; and
- (ii) officers, employees and agents of the Administration or the Commonwealth,
- and not to unreasonably withhold approval sought for the purposes of sub-paragraph (1) of this paragraph;

- (e) not to interfere with or mine on any public road on the leased land unless the Lessees have provided an alternative road or taxiway, as the case may be, approved by the Administrator;
- (f) not to interfere with or mine in an area constituting the airstrip unless and until the Lessees have first constructed an alternative comparable airstrip on other land specified for that purpose by the Administrator and the alternative airstrip is licensed for the same purpose as the existing airstrip; and
- (g) for so long as the Mission is maintained at Yirrkala, to conduct their operations under this lease in such a way that they do not pollute, divert or otherwise interfere with the source of supply of water to the Mission from Yirrkala Creek unless they have first provided an alternative source of supply to the satisfaction of the Administrator.

3. The Lessees for themselves and for their successors and permitted assigns covenant with the Commonwealth in relation to the land secondly described -

- (a) not to mine on or in the leased land;
- (b) not to quarry for stone or gravel on or take sand from the leased land except for the purposes of the Lessees' operations under the Agreement and with the authority in writing of the Administrator;

(c) not to interfere with any public road on the leased land unless the Lessees have provided an alternative road approved by the Administrator;

(d) to permit the Commonwealth, its servants, officers and agents, at any reasonable time to enter the leased land or any part thereof for the purpose of -

(i) maintaining or doing work upon or in relation to any public facility for the time being subsisting over or upon the leased land;

(ii) providing and maintaining water, sewer, electricity and other services for which the Administrator is or shall have become responsible on the leased land or other land;

(iii) inspecting the leased land and any improvements thereon;

(e) to provide, construct and maintain at at least five points agreed upon between the Lessees and the Administrator crossings under the bauxite conveyor installation that will allow persons, vehicles and animals to cross with protection under the same and to permit free and unrestricted use of such crossings;

(f) to furnish to the Administrator or to such person as the Administrator designates a copy of each plan (including any plan

supplementing or modifying an existing plan) relating to the design and construction of the bauxite conveyor installation and the planning and layout of other buildings and installations other than the bauxite treatment plant and to construct the bauxite conveyor and other buildings aforesaid in accordance with the plans from time to time furnished as aforesaid and in accordance with good industrial practice; and

- (g) to maintain, manage and operate the bauxite conveyor and other buildings and installations on the leased land in good and proper order and condition fair wear and tear and damage by fire, flood, lightning, storm or tempest and the right of the Lessees to sever, remove, relocate, demolish, alter or rebuild excepted.

4. The Lessees for themselves and for their successors and permitted assigns covenant with the Commonwealth in relation to the land thirdly described -

- (a) not to mine on or in the leased land;
- (b) not to quarry for stone or gravel on or take sand from the leased land except for the purposes of the Lessees' operations under the Agreement and with the authority in writing of the Administrator;
- (c) not to interfere with any public road on the leased land unless the Lessees have provided an alternative road approved by the Administrator;

- (d) to permit the Commonwealth, its servants, officers and agents, at any reasonable time to enter the leased land or any part thereof for the purpose of -
- (1) maintaining or doing work upon or in relation to any public facility for the time being subsisting over or upon the leased land;
 - (11) providing and maintaining water, sewer, electricity and other services for which the Administrator is or shall have become responsible on the leased land or other land;
 - (111) inspecting the leased land and any improvements thereon;
- (e) to furnish to the Administrator or to such person as the Administrator designates a copy of each plan (including any plan supplementing or modifying an existing plan) relating to the design, construction, plan and layout of buildings and installations other than the bauxite treatment plant and to construct such buildings in accordance with the plans from time to time furnished and in accordance with good industrial practice;
- (f) to maintain, manage and operate the bauxite treatment plant and other buildings and installations on the leased land in good and proper order and condition, fair wear and tear and damage by fire, flood,

lightning, storm or tempest and the right of the Lessees to sever, remove, relocate, demolish, alter or rebuild excepted; and

- (g) to discharge all effluent including red mud from the bauxite treatment plant to a separate land lease area or areas specifically granted for the purpose or to other site or sites specifically approved by the Minister, such discharge of effluent to be not otherwise than into a red mud treatment works or by means of works established to provide for the disposal of effluent from the bauxite treatment plant in circumstances of emergency.

5. The Commonwealth covenants with the Lessees that the Minister will at the written request of the Lessees made twelve months before the expiration of the term hereby created and if there shall not at the time of the request be any existing breach or non-observance of any of the covenants or obligations on the part of the Lessees in respect of which the Commonwealth has given notice under sub-clause (1.) of clause 18 of the Agreement which has not been remedied or subsequently waived, at the expense of the Lessees renew this lease for the further term of forty-two years from the expiration of the said term upon and subject to the like covenants and conditions as are contained in this lease with the exception of the present covenant for renewal.

6. It is mutually agreed and declared -

- (a) that the rate of yearly rent payable by the Lessees during each successive period of twenty-one years during the term of this lease and any extension of it shall be that

rate of yearly rent that would be applicable in the case of a mineral lease of Crown land granted under the Ordinance at the commencement of that twenty-one year period;

(b) that the initial rate of royalty payable by each of the respective Lessees shall be Twenty cents (20c) per ton on bauxite mined and treated on its respective behalf in Australia, and Thirty cents (30c) per ton on bauxite mined and exported on its behalf as untreated bauxite, but the royalty payable by a particular Lessee on bauxite mined and treated in Australia shall be reduced -

(i) to Fifteen cents (15c) per ton in any year in which such Lessee's net profit (as hereinafter defined) is less than the equivalent of Twelve dollars (\$12) per ton of alumina produced by or for it but not less than Eight dollars (\$8) per ton of alumina so produced; or

(ii) to Ten cents (10c) per ton in any year in which such Lessee's net profit (as hereinafter defined) is less than the equivalent of Eight dollars (\$8) per ton of alumina so produced;

(c) that if the Minister is satisfied that the capital investment necessary for the establishment of a bauxite treatment plant with a capacity of 500,000 tons per annum is above One hundred million dollars (\$100,000,000),

the figures of Twelve dollars (\$12) and Eight dollars (\$8) respectively referred to in subparagraphs (i) and (ii) of the last preceding paragraph shall be deemed to be increased in the same proportion as the new capital investment bears to One hundred million dollars (\$100,000,000);

- (d) that for the purposes of paragraph (b) of this clause -

"Lessee's net profit" in a year shall be the profit of such Lessee in the year after tax; and

"profit" shall, subject to the provisions of paragraph (e) of this clause, be the amount that is certified by the auditor of each such Lessee respectively to be the surplus remaining after deduction from the gross proceeds during the year from sales of bauxite by it and alumina produced from this lease of -

- (i) all costs, charges, outgoings and overheads of and incidental to the mining, treatment, storage, handling, transport and sales of bauxite and alumina, including rents, rates, interest on loan moneys, maintenance and year-to-year replacements;

- (ii) provisions on a basis that is consistent from year to year for replacement of assets; and

(11) other appropriate provisions on a basis that is consistent from year to year, but not including provisions for royalties and tax;

(e) that the following provisions shall apply in relation to the calculation of the profit referred to in the last preceding paragraph of each of the Lessees -

(1) the system of accounts, any charges to such Lessee by any related company (as defined by the Companies Ordinance) of such Lessee and the provisions to be made in the calculation of the profit of such Lessee shall be subject to acceptance by the Administrator as being in accordance with usual commercial and mining practice and, when the system of accounts and the basis on which the provisions are to be made have been accepted for the purposes of the first royalty return, neither shall be changed except with the approval of the Administrator;

(11) the Administrator shall be entitled to examine the books and records of each of the Lessees for the purpose of verifying the calculation made on behalf of the respective Lessee and the royalty payable in respect of the year;

- (iii) if the Administrator is not satisfied with the calculation made on behalf of such Lessee he shall make the calculation that he considers is correct and notify such Lessee of the calculation he has made;
- (iv) as soon as practicable after a notification by the Administrator, such Lessee and the Administrator shall consult together in an endeavour to agree upon the calculation of the profit concerned;
- (v) the profit of such Lessee for the purposes of the calculation of royalty in respect of a year shall be the profit calculated in accordance with paragraph (d) and subparagraph (1) of paragraph (e) of this clause as agreed upon by such Lessee and the Administrator or, if agreement is not reached within a period of three months after the notification to such Lessee by the Administrator, as certified by the Auditor-General for the Commonwealth as calculated in accordance with paragraph (d) and subparagraph (1) of paragraph (e) of this clause;
- (vi) each of the Lessees shall permit the Auditor-General or an officer authorized by him to examine its

books and records for the purpose of enabling a certificate provided for by the last preceding subparagraph to be given;

(vii) a certificate by the Auditor-General as provided for by subparagraph (v) of this paragraph shall be accepted as a conclusive determination of the profit of such Lessee in the relevant year;

(f) that the rate of royalty may be reviewed by the Commonwealth at seven-yearly intervals computed from the 31st day of December, 1971, or from the date on which alumina is first produced in commercial quantities, whichever is the earlier, the Commonwealth having regard to such matters as the profitability of the project at Gove Peninsula and the movement in royalties generally in the Commonwealth of Australia for bauxite and other minerals since the last review, the right being reserved to the Commonwealth when reviewing royalty, having regard to such matters as aforesaid, to introduce new bases for assessment;

(g) that the rate of royalty payable by the Lessees for the seven-yearly period immediately succeeding a review shall, subject to paragraph (h) of this clause, be the rate determined by the Commonwealth on the review or, if not so determined within six months after the date for the review, shall be the rate existing immediately prior to the date for the review;

(h) that the rate of royalty payable under the preceding paragraphs of this clause during the first three seven-yearly royalty periods shall in no case be less than Ten cents (10c) or more than Forty cents (40c) per ton on bauxite mined and treated in Australia, or more than Fifty cents (50c) per ton on bauxite mined and exported as untreated bauxite;

(1) that in relation to the payment of the royalty payable in accordance with the preceding paragraphs of this clause the following provisions shall apply -

(1) each of the Lessees shall within 28 days after the end of each quarter make a payment of Ten cents (10c) per ton on its respective share of the tonnage input of bauxite to the bauxite treatment plant and on bauxite exported by it as untreated bauxite;

(11) each of the Lessees shall submit to the Administrator a royalty return for each year within 28 days after receipt of the taxation assessment of such Lessee by the Commissioner for Taxation for the year accompanied by the certificates of such Lessee's auditors stating the net profit after tax of that year and that the provisions referred to in paragraph (d) of this clause are on a basis consistent with those of the previous year;

(iii) any amount in addition to the total amount of the quarterly payments found to be payable after final calculation in respect of a year on the basis set out above shall be paid by such Lessee within 28 days after notification to it by the Administrator that the additional amount is payable;

(j) that each of the Lessees shall during the term of this lease pay royalty on the minerals other than bauxite mined by it at the respective rates and at the respective times that would be applicable in the case of a mineral lease of the leased land provided for those minerals in the Ordinance at the time of their sale;

(k) that the provisions of the Ordinance and of the Regulations so far as they relate to special mineral leases granted under the Ordinance and are not inconsistent with the Agreement and/or this lease shall apply to this lease as if those provisions were incorporated in this lease;

(l) that the Commonwealth will have the right to resume any portion of the leased land for a public purpose, on payment to the Lessees of compensation calculated as provided in paragraphs (m) and (n) of this clause;

(m) that in the event of any part of the leased land being resumed by the

Commonwealth under the last preceding paragraph, the Lessees shall be entitled to compensation on just terms for the loss of bauxite and other minerals designated in this lease in, and improvements on or to, the land resumed and for any loss in value to the Lessees of any improvements on or to the leased land (other than the resumed part) or on or to any other land the subject of a lease to the Lessees or any assignee of the Lessees and for any other losses necessarily incurred by the Lessee or such assignee by reason of the resumption;

- (n) that for the purposes of paragraph (m) of this clause the value of bauxite and/or other minerals shall be their value as at the date of resumption, taking into account all costs which would be associated with the mining, transport, treatment and, if applicable, washing of those minerals;
- (o) that the Lessees shall be entitled to draw water free of charge from the sea into and along the portion of the land thirdly described allocated to this purpose for use in its operations on the land thirdly described;
- (p) that the Lessees may, upon payment of all royalties and rent then due to the Commonwealth and having complied with the provisions of sub-paragraph (v) of paragraph (a) of clause 2 of this lease, surrender the whole or part of the lease; and

- (q) that this lease shall be subject to determination as provided in clause 18 of the Agreement.

6. It is further mutually agreed and declared that the boundaries of the land secondly described and the land thirdly described as shown on the plans attached hereto shall be subject to survey to be carried out by a licensed surveyor and certified by the Surveyor-General in accordance with the provision of the Licensed Surveyors Ordinance 1933-1937 and the boundaries so surveyed and certified shall be accepted as delineating the respective land granted by this lease.

7.-(1.) In this lease, unless the contrary intention appears -

"public road", for the purposes only of paragraphs (h) of clause 1, (e) of clause 2, (c) of clause 3 and (c) of clause 4 of this lease and of this sub-clause, means -

- (a) each of the three existing formed and constructed gravel roads connecting the airstrip with Dundas Point, the airstrip with the Mission and the airstrip with the European Launcher Development Organization (ELDO) campsite respectively;
- (b) every bitumen surfaced road and taxiway in the vicinity of the airstrip as identified on Road Plan C and L 464/D, a copy of which is held by the office of the Lands Branch, Darwin; and
- (c) the existing road to Drimmie Head from the road connecting the airstrip with Dundas Point,

and includes an alternative road or taxiway provided in accordance with any of the said paragraphs;

"the Administrator" means the Administrator of the Territory appointed under the Northern Territory (Administration) Act 1910-1968, or the person for the time being duly appointed pursuant to that Act to act in the office of Administrator or the holder for the time being of any office in substitution for the office of Administrator;

"the Agreement" means the Agreement dated the twenty-second day of February, 1968, between the Commonwealth and Nabalco Pty. Limited as added to, varied or amended from time to time by agreement between the parties thereto;

"the bauxite treatment plant" means the bauxite treatment plant that is erected pursuant to the Agreement;

"the leased land" includes public roads as defined in this sub-clause;

"the Lessees" includes, if this lease or any interest thereon is assigned, all the assignees of the Lessees or either of them for the time being entitled to the benefit thereof or any interest therein;

"the Minister" means the Minister of State for the time being charged with the administration of the Northern Territory (Administration) Act 1910-1968 or any member of the Federal

Executive Council who may for the time being be acting for that Minister;

"the Mission" means the Mission establishment that is for the time being conducted at Yirrkala by the Department of Overseas Missions of the Methodist Church of Australia or by any successor of that Department or Church;

"the Ordinance" means the Mining Ordinance 1939-1969 of the Territory;

"the Regulations" means the Regulations made under the Ordinance as those Regulations are amended from time to time; and

"the Territory" means the Northern Territory of Australia.

(2.) The obligation on the part of the Lessees under the covenants and agreements contained in this lease shall, where more than one person comprise the Lessees hereunder, be joint and several obligations of those persons.

(3.) Any reference to an Act means that Act as amended from time to time or any Act in substitution for that Act.

(4.) Any reference to an Ordinance means that Ordinance as amended from time to time or any Ordinance in substitution for that Ordinance.

(5.) In this lease, unless the contrary intention appears, words in the singular include the plural and words in the plural include the singular.

THE SCHEDULE.

ALL THAT piece or parcel of land at Gove Peninsula in the Northern Territory of Australia, containing an area of 49,466 acres more or less and being the land described as follows -

Commencing at a point bearing 291 degrees 17 minutes 50 seconds 655.6 links, 305 degrees 46 minutes 30 seconds 3747.5 links, 330 degrees 16 minutes 40 seconds 1430.2 links, 7 degrees 46 minutes 30 seconds 794.9 links, 354 degrees 10 minutes 10 seconds 1989.9 links, 84 degrees 4 minutes 11225 links, 4 degrees 31 minutes 30 seconds 15147.8 links, 94 degrees 31 minutes 10 seconds 6063.2 links, 4 degrees 31 minutes 10 seconds 238.5 links, 94 degrees 31 minutes 10 seconds 10979.2 links from Astrofix FN1, parallel of south latitude 12 degrees 16 minutes 34 seconds, meridian of east longitude 136 degrees 49 minutes 24 seconds and situated near the windsock at Gove Airstrip: thence bounded by lines bearing 180 degrees 1 minute 9263.2 links, 126 degrees 39 minutes 5807 links, 90 degrees 1 minute 13273.9 links, 179 degrees 22 minutes 40 seconds 1709.8 links, 202 degrees 17 minutes 40 seconds 1681.3 links, 201 degrees 41 minutes 1274.3 links, 177 degrees 10 minutes 1252.2 links, 184 degrees 1 minute 50 seconds 1757.7 links, 216 degrees 5 minutes 30 seconds 768.1 links, 192 degrees 59 minutes 50 seconds 347.4 links, 165 degrees 19 minutes 50 seconds 502.4 links, 153 degrees 41 minutes 20 seconds 285.9 links, 200 degrees 37 minutes 20 seconds 558.1 links, 173 degrees 14 minutes 50 seconds 1237 links, 156 degrees 29 minutes 20 seconds 1485.7 links, 137 degrees 27 minutes 2052.5 links, 112 degrees 59 minutes 30 seconds 2006.9 links, 78 degrees 17 minutes 50 seconds 2751.2 links, 32 degrees 17 minutes 20 seconds 761 links, 14 degrees 49 minutes 30

2)

seconds 483.4 links, 23 degrees 26 minutes 20 seconds 269.7
links, 3 degrees 56 minutes 40 seconds 557.5 links, 39 degrees
37 minutes 40 seconds 194.5 links, 48 degrees 18 minutes 20
seconds 434.9 links, 11 degrees 16 minutes 220 links, 44 degrees
38 minutes 30 seconds 756.3 links, 22 degrees 43 minutes 30
seconds 550.4 links, 153 degrees 26 minutes 30 seconds 497.6
links, 112 degrees 12 minutes 40 seconds 998.8 links, 108 degrees
48 minutes 50 seconds 856.9 links, 99 degrees 12 minutes 50
seconds 753.7 links, 83 degrees 41 minutes 619 links, 69 degrees
27 minutes 333.3 links, 103 degrees 17 minutes 50 seconds 447.8
links, 126 degrees 1 minute 30 seconds 623.1 links, 129 degrees
20 minutes 30 seconds 970.8 links, 115 degrees 43 minutes 30
seconds 553.8 links, 135 degrees 47 minutes 30 seconds 297.6
links, 162 degrees 27 minutes 30 seconds 449.4 links, 142 degrees
37 minutes 50 seconds 1295.9 links, 211 degrees 24 minutes
30 seconds 579.8 links, 142 degrees 54 minutes 30 seconds
616.2 links, 192 degrees 33 minutes 30 seconds 1342.7 links,
220 degrees 2 minutes 20 seconds 472.3 links, 212 degrees 32
minutes 50 seconds 1245.7 links, 173 degrees 40 seconds 1454.7
links, 183 degrees 55 minutes 1046.3 links, 150 degrees 32 minutes
20 seconds 1085.3 links, 152 degrees 6 minutes 40 seconds 1716.5
links, 127 degrees 2 minutes 30 seconds 1100.9 links, 199 degrees
20 minutes 30 seconds 582.4 links, 259 degrees 11 minutes 40
seconds 664.4 links, 192 degrees 33 minutes 40 seconds 1446.5
links, 89 degrees 52 minutes 50 seconds 558.5 links,
127 degrees 44 minutes 30 seconds 962.9 links, 175 degrees
39 minutes 30 seconds 2585.6 links, 160 degrees 40 minutes
30 seconds 738.8 links, 242 degrees 31 minutes 350.3 links,
164 degrees 4 minutes 440.7 links, 165 degrees 35 minutes
40 seconds 312.9 links, 176 degrees 30 minutes 10 seconds
408.5 links, 164 degrees 31 minutes 50 seconds 452.3 links,
128 degrees 26 minutes 40 seconds 532.6 links, 106 degrees
3 minutes 509.3 links, 173 degrees 57 minutes 30 seconds
837.4 links, 148 degrees 13 minutes 50 seconds 1715.2 links,
170 degrees 36 minutes 50 seconds 956.2 links, 114 degrees

54 minutes 50 seconds 1317.8 links, 172 degrees 48 minutes
30 seconds 416.6 links, 245 degrees 2 minutes 50 seconds
574.9 links, 234 degrees 23 minutes 50 seconds 361.1 links,
212 degrees 59 minutes 30 seconds 595.7 links, 242 degrees
16 minutes 40 seconds 425.4 links, 197 degrees 23 minutes
20 seconds 448.4 links, 210 degrees 5 minutes 50 seconds
876.6 links, 203 degrees 4 minutes 20 seconds 523.9 links,
175 degrees 54 minutes 1360.6 links, 128 degrees 47 minutes
50 seconds 789.8 links, 185 degrees 53 minutes 10 seconds
792.5 links, 206 degrees 14 minutes 1220.2 links, 297
degrees 45 minutes 20 seconds 777.6 links, 294 degrees
50 seconds 1218.5 links, 215 degrees 30 minutes 50 seconds
860.4 links, 188 degrees 15 minutes 40 seconds 500.8 links,
175 degrees 43 minutes 20 seconds 1147.5 links, 171 degrees
29 minutes 10 seconds 419.9 links, 251 degrees 6 minutes 10
seconds 189.8 links, 260 degrees 24 minutes 20 seconds
1031.9 links, 197 degrees 55 minutes 30 seconds 1150.7
links, 174 degrees 52 minutes 20 seconds 649.2 links,
241 degrees 5 minutes 50 seconds 247.5 links, 269 degrees
33 minutes 50 seconds 800.3 links, 292 degrees 34 minutes
20 seconds 367.8 links, 323 degrees 49 minutes 20 seconds
583 links, 276 degrees 47 minutes 20 seconds 1090.7 links,
237 degrees 49 minutes 20 seconds 630.3 links, 255 degrees
52 minutes 10 seconds 600.9 links, 263 degrees 16 minutes
445.4 links, 290 degrees 12 minutes 40 seconds 827.6 links,
273 degrees 4 minutes 50 seconds 1270.7 links, 228 degrees
48 minutes 20 seconds 726.7 links, 204 degrees 55 minutes
20 seconds 1225.4 links, 181 degrees 56 minutes 30 seconds
719.7 links, 184 degrees 34 minutes 30 seconds 532.4 links,
166 degrees 25 minutes 497 links, 170 degrees 58 minutes
40 seconds 451.5 links, 194 degrees 36 minutes 30 seconds
491.2 links, 220 degrees 21 minutes 20 seconds 471.7 links,
232 degrees 33 minutes 453.6 links, 218 degrees 1 minute
20 seconds 542.7 links, 200 degrees 20 minutes 578.4 links,

221 degrees 6 minutes 40 seconds 1327.1 links, 207 degrees 58 minutes 50 seconds 1132.3 links, 250 degrees 6 minutes 30 seconds 1248.9 links, 220 degrees 36 minutes 20 seconds 975.7 links, 230 degrees 18 minutes 30 seconds 681 links, 243 degrees 53 minutes 10 seconds 1114.3 links, 266 degrees 35 minutes 40 seconds 1108.5 links, 286 degrees 6 minutes 10 seconds 922.6 links, 267 degrees 29 minutes 30 seconds 1243.1 links, 250 degrees 31 minutes 30 seconds 1692.7 links, 305 degrees 50 minutes 10 seconds 1341.1 links, 228 degrees 30 minutes 10 seconds 641.6 links, 246 degrees 47 minutes 30 seconds 1233.1 links, 255 degrees 42 minutes 20 seconds 853.6 links, 134 degrees 18 minutes 40 seconds 713.3 links, 218 degrees 24 minutes 20 seconds 851.3 links, 270 degrees 1 minute 10 seconds 40449.3 links, 360 degrees 10670 links, 270 degrees 15616.2 links, 360 degrees 16331.8 links, 270 degrees 8000 links, 360 degrees 23420.8 links, 90 degrees 3 minutes 40 seconds 9581.4 links, 0 degrees 5 minutes 40 seconds 12000 links, 90 degrees 3 minutes 40 seconds 17162 links, 0 degrees 3 minutes 40 seconds 16053.4 links, 90 degrees 3 minutes 40 seconds 28156.6 links, 180 degrees 1 minute 7742.9 links to the point of commencement. All bearings are grid.

IN WITNESS whereof the Minister has for and on behalf of the Commonwealth hereunto set his hand and seal and the Lessees have hereunto affixed their common seals the day and year first above written.

SIGNED SEALED AND DELIVERED by the Minister of State for the Interior of the Commonwealth of Australia for and on behalf of the Commonwealth in the presence of -

[Handwritten signature]

Peter Nixon

THE COMMON SEAL of SWISS ALUMINIUM AUSTRALIA PTY. LIMITED was hereunto affixed by the authority of a resolution of the Board of Directors in the presence of -



Erwin Staub

Director

Wain Griffin

~~Director~~
~~Secretary~~

[Handwritten signature]

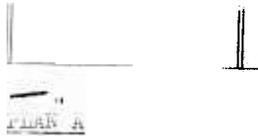
THE COMMON SEAL of GOVE ALUMINA LIMITED was hereunto affixed by the authority of a resolution of the Board of Directors in the presence of -

Director

Bob Brown

~~Secretary~~
~~Director~~

[Handwritten signature]



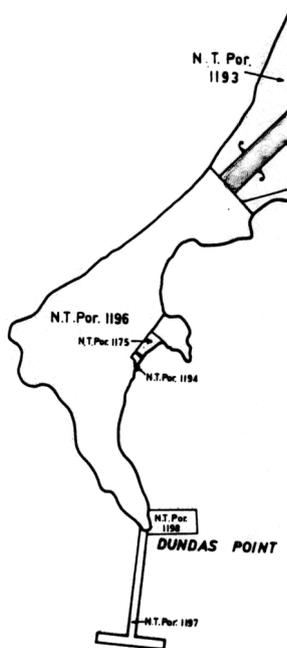
ARAFURA SE

This is the plan marked A
referred to in Special
Mineral Lease No.
dated 30 May, 1969.

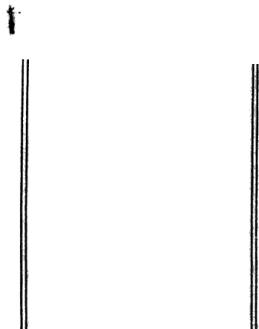
Peter Wain
.....
Minister for the Interior



Walter Luff
.....
Swiss Aluminium Australia Pty.
limited



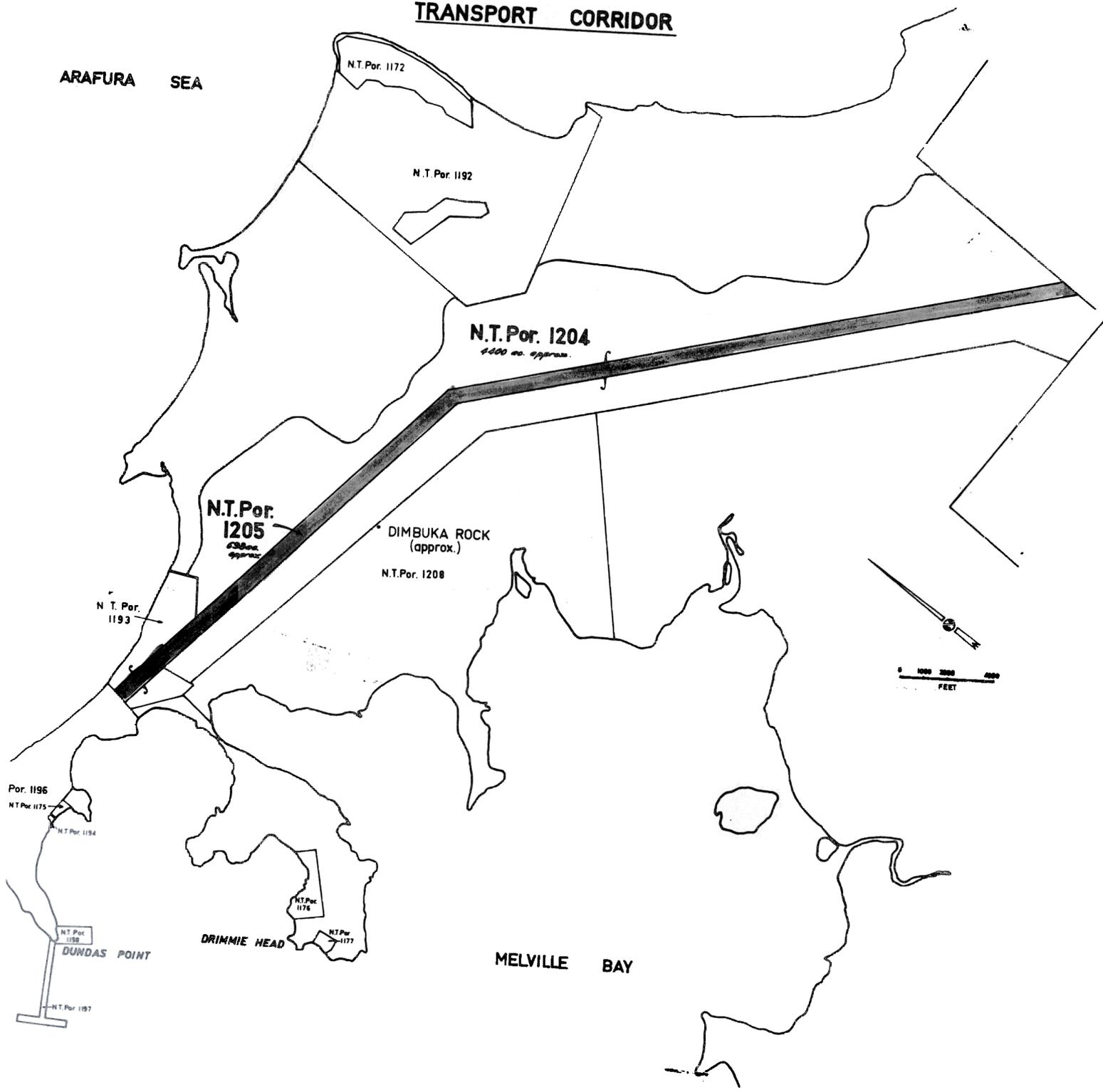
W. Brown
.....
Gove Alunina Limited



PLAN A

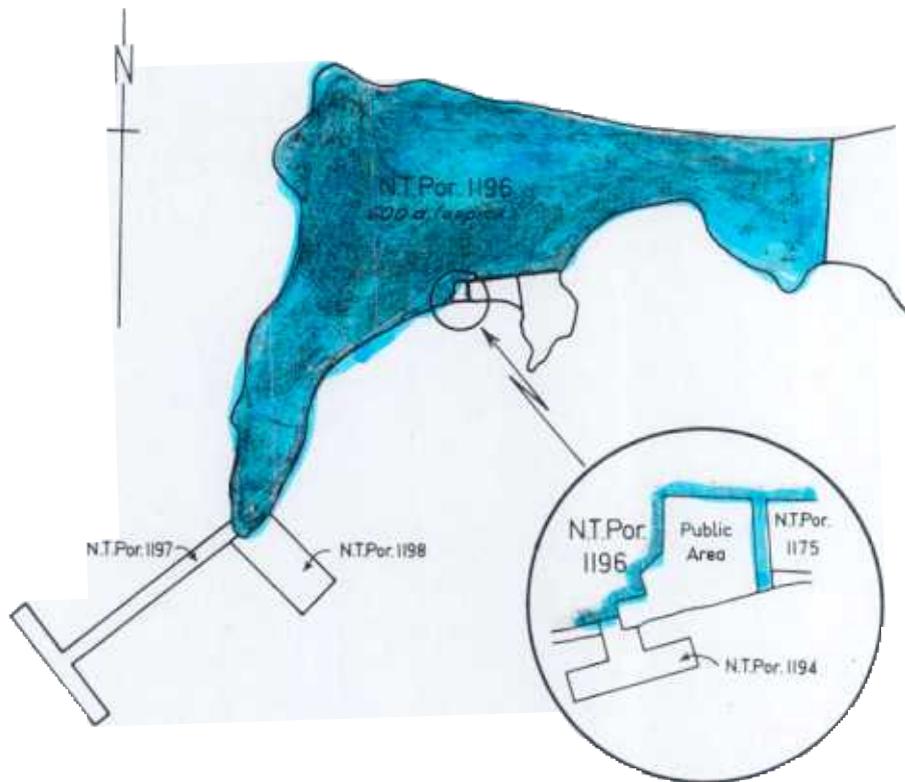
TRANSPORT CORRIDOR

ARAFURA SEA



PLANT AREA

N.T.Por. 1196



This is the plan marked as referred to in Special Mineral Lease No. dated 30th. May, 1969.

J. J. J. J.
Minister for the Interior.

D. J. J. J. Scale: 2000 feet to an inch

Swiss Aluminium Australia
Pty. Limited.

K. O. Brown
Gov