

Federal Court of Australia
District Registry: New South Wales
Division: General

Energy Resources of Australia Ltd ABN 71 008 550 865

Applicant

Minister for Resources and Minister for Northern Australia (Commonwealth) and others

Respondents

Affidavit of: Leon Chung

Address: 161 Castlereagh Street, Sydney NSW 2000

Occupation: Solicitor

Certificate identifying Exhibit

This is the Certificate identifying Exhibit "LC-1" annexed to the Affidavit of Leon Chung
dated 6 August 2024



Witness, Amelia Loughland

Date: 6 August 2024

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|--|---|-----|--|
| Filed on behalf of | Energy Resources of Australia Ltd ABN 71 008 550 865, Applicant | | |
| Prepared by | Leon Chung | | |
| Law firm | Herbert Smith Freehills | | |
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THE NORTHERN TERRITORY OF AUSTRALIA

Mining Act

MINERAL LEASE

Lease No. ML N1

Lease granted pursuant to the Mining Act of the Northern Territory of Australia on the _____ day of _____ One thousand nine hundred and eighty-two.

Whereby THE NORTHERN TERRITORY OF AUSTRALIA (in this lease called 'the Territory') grants to Pancontinental Mining Limited, a company incorporated under the laws of the State of Queensland and registered in the Territory with its registered office in the Territory situated at C/- Wardell Nominees Pty Limited, 26 Mitchell Street, Darwin, and Getty Oil Development Company Limited, a company incorporated in Delaware in the United States of America, registered as a foreign company in State of New South Wales and with its registered office in the Territory situated at C/- Wardell Nominees Pty Limited, 26 Mitchell Street, Darwin (in this lease called 'the lessees') in consideration of the rents, royalties and covenants hereinafter reserved and provided and on the part of the lessees to be paid and observed a lease of ALL THAT piece or parcel of land particularly described in the FIRST SCHEDULE to this lease and delineated in red in the SECOND SCHEDULE to this lease and ALL THOSE mines and deposits of uranium ore and other prescribed

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substances together with the minerals associated or combined therewith so that they must necessarily be mined in the mining of any such uranium ore or other prescribed substances in or under the leased land, together with the rights, liberties, easements, advantages and appurtenances thereto belonging or appertaining, EXCEPTING AND RESERVING out of this lease the rights of ingress, egress and regress hereinafter provided; TO HOLD as tenants in common in the shares 65/100 by Pancontinental Mining Limited and 35/100 by Getty Oil Development Company Limited the same for the term of forty two (42) years from the date hereof for the purpose of mining thereon for uranium ore and other prescribed substances but no other mineral or gold unless those other minerals or gold are associated or combined in the leased land with the uranium ore or other prescribed substances so that they must necessarily be mined in the mining of the uranium ore or other prescribed substances and for all purposes necessary effectually to carry on such mining operations thereon or therein including -

(a) the erection of machinery, conveyor apparatus, plant, buildings or other structures to be used for or in connection with the -

- (i) mining;
- (ii) transporting;
- (iii) treatment, processing or refining;

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- (iv) impounding and retaining of waste resulting from the mining, treatment, processing or refining; and
 - (v) stacking or storage;
- (b) the erection and use of residential premises or recreational facilities for persons engaged in or connected with the mining operation on this lease;
- (c) the cutting and construction of water races, drains, dams and roads to be used in connection with the mining operation on this lease;
- (d) subject to paragraph (e) of Clause 1, the boring or sinking for, pumping or raising of, water to be used for or in connection with the mining operation on this lease;
- (e) subject to paragraph (d) of clause 1 hereof, quarrying for or removing stone, gravel and sand as necessary or convenient for the lessees' mining operations or for construction by the lessees, their contractors or sub-contractors of buildings, dams, or any other use in connection with the lessees' mining operations;

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and in respect of the whole of the leased land YIELDING AND PAYING therefor the yearly rent hereinafter provided AND FURTHER YIELDING AND PAYING in respect of uranium, other prescribed substances, other minerals and gold derived from the leased land royalties at the rate 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 Territory -

(a) to pay, during the period of this lease and any renewal of this lease, the rent and royalties reserved by this 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 provided, by the laws of the Territory;

(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 purpose for which the same is leased;

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- (c) to observe, perform and carry out the provisions of the Uranium Mining (Environment Control) Act;
- (d) not to quarry for or remove stone, gravel or sand from the leased land except for the purpose of the lessees' operations under this lease or with authority in writing of the Minister;
- (e) not to bore or sink for, pump or raise water nor to erect any dam or other facility on existing rivers or waterways for the purpose of the supply of water nor to discharge any waste water or other effluent into a water course or aquifer unless authorised in writing to do so by the Controller of Water Resources under the Control of Waters Act;
- (f) unless prohibited by law, to permit and protect completely the exercise of free ingress, egress and regress at all times by persons who reside in the Jabiluka Project Area or who are from time to time authorized in that behalf under the laws in force in the Territory, to, from and across the leased land except those areas which, because mining, treatment or transport operations are

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being specifically conducted on them and the presence of those persons on them will cause safety hazards to personnel, operations or equipment, are designated by the lessees as restricted areas;


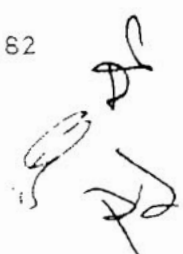
(g) unless prohibited by law, to permit and protect the access at any reasonable time to any part of the leased land for the performance of their duties by officers, employees and agents of the Territory and of the Commonwealth, providing that such officers, employees and agents are accompanied by such person (if any) nominated within a reasonable time by the lessees; and

(h) not to mine on, or obstruct, any road (other than any road constructed by or on behalf of the lessees) on the leased land unless the lessees -

(i) have constructed an alternative road over a route to a standard acceptable to the Minister; or

(ii) have given to the Minister a written undertaking that they will construct such an alternative road within such period after this lease is granted as the Minister directs.

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2. The Territory covenants with the lessees that, provided the lessees have complied with the Mining Act and the conditions to which this lease is subject, the Minister at the expiration of this lease and in accordance with that Act will renew this lease for a further term not exceeding ten (10) years.
3. In carrying on operations under this lease, the lessees shall comply with the environmental requirements set out in the THIRD SCHEDULE to this lease.
4. It is mutually agreed and declared -
 - (a) that the rate of yearly rent payable by the lessees during the term of this lease and any renewal of it shall be that rate of yearly rent from time to time provided by the Mining Act and the regulations made under that Act;
 - (b) that royalties shall be paid on the value of uranium and other prescribed substances obtained from the leased land at such rate, on such amount and calculated in such manner as is specified in the FOURTH SCHEDULE to this lease; and
 - (c) that royalties on gold or minerals other than uranium and other prescribed substances shall be paid as provided for by the laws of the Territory.

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5. It is further mutually agreed and declared -

(a) that this lease is liable for forfeiture only in accordance with and subject to the provisions of the Mining Act; and

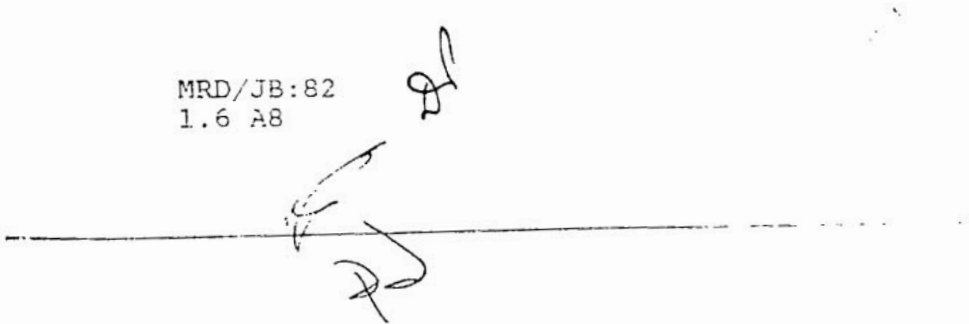
(b) that the lessees may surrender this lease or any part of the lease area in accordance with and subject to the provisions of the Mining Act.

6. (a) A notice or other document which under the provisions of this lease is required or authorised to be given or served to or upon the lessees, the Territory or other person, may be served by delivering it by hand, by telex or cable or by forwarding it by post in a prepaid letter.

(b) A notice or other document delivered by telex or cable shall be immediately confirmed by post in a prepaid letter.

(c) A notice or other document shall be deemed to have been given or served on the day following the day on which -

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- (i) the notice or document is delivered by hand;
- (ii) the telex or cable is dispatched; or
- (iii) the notice or document ought to have been delivered at its destination in the ordinary course of post,

as the case may be.

- (d) In proving service of a notice or other document forwarded by post, it shall be sufficient to prove that the notice or document was properly stamped and addressed and put in the post.
- (e) A notice or other document to the Territory shall be addressed and sent to the Minister.
- (f) A notice or other document to the lessees shall be addressed and sent to the General Manager, Jabiluka Division, Pancontinental Mining Limited, 50 Bridge Street, Sydney, NSW 2000, and a copy shall be sent to the Vice President, Getty Oil Development Company Limited, 20 Level, 111 Pacific Highway, North Sydney, NSW 2060, or to such other address as the General Manager or Managing Director, as the case may be, may nominate from time to time.

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

"Jabiluka Project Area" means the area described in the FIRST SCHEDULE to this lease.

"mine" means a place within the land comprised in this lease where any mining operation has been, is being or will be carried on by which a mineral may be obtained and a place where the products of that mining operation have been, are being or will be treated or dealt with, and includes -

- (a) a quarry;
- (b) so much of the surface of the land comprised in this lease as is occupied or used by the lessees in connection with a mining operation;
- (c) the buildings, workshops, power plant, change houses, laboratories, residential facilities or amenities on the land comprised in this lease as are occupied or used by the lessees in connection with a mining operation; and

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(d) the machinery and works as are used by the lessees in connection with a mining operation.

"mining operation" means any operation by means of which a mineral in any state on or under the surface of the land comprised in this lease may be extracted and includes -

- (a) any construction or other work carried out before mining is commenced;
- (b) the treatment of or dealing with the products of the mine; and
- (c) the removal, transport and storage of material from the land comprised in this lease.

"Minister" means the minister of the Territory for the time being responsible for the administration of the Mining Act and includes a minister for the time being acting for and on behalf of that minister;

"prescribed substance" means prescribed substance within the meaning of the Atomic Energy Act 1953 of the Commonwealth.

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(b) (i) A reference in this lease to a law of the Territory, an Act or a regulation made under an Act shall be read as including a reference to any law in force in the Territory, Act or regulation amending or in substitution for that law in force in the Territory, that Act or that regulation as the case may be.

(ii) Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.

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FIRST SCHEDULE

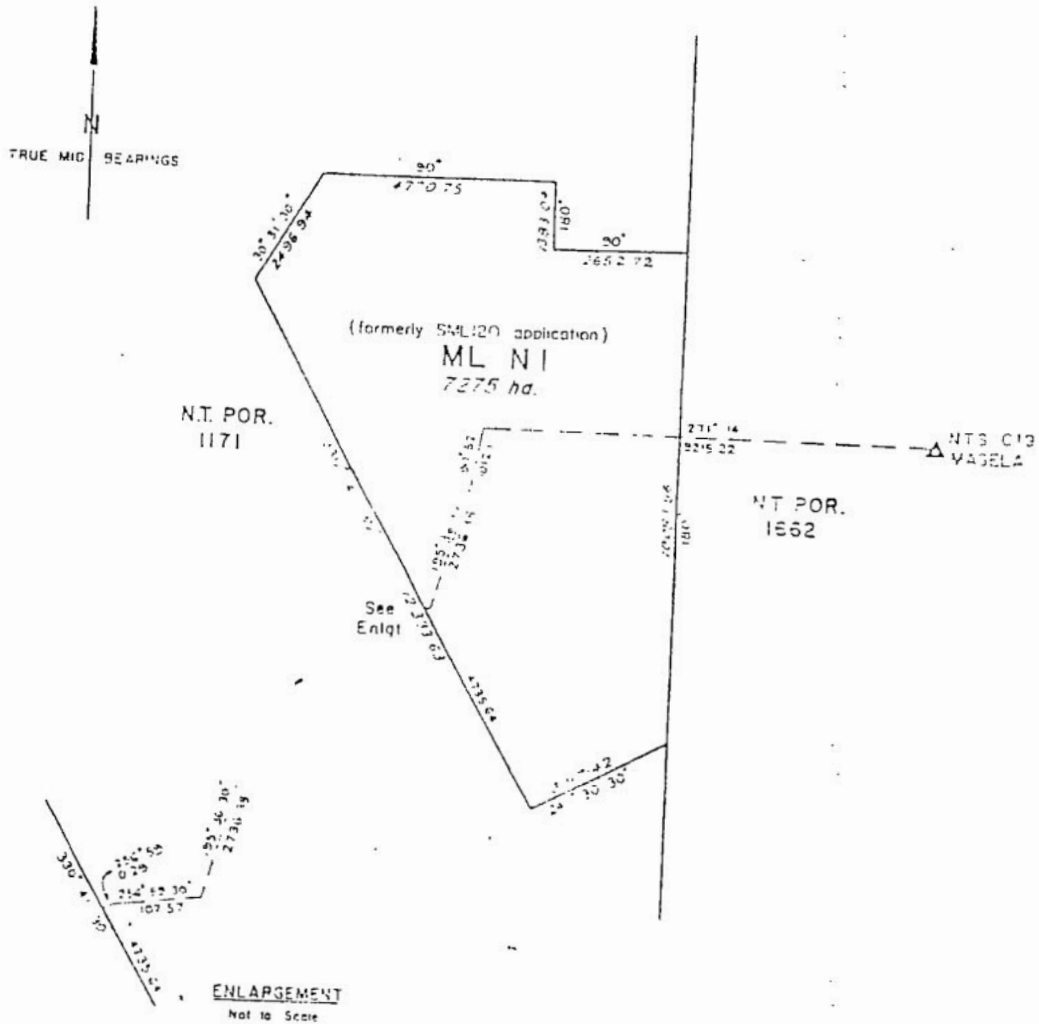
All that piece or parcel of land in the Northern Territory of Australia containing an area of 7275 hectares more or less, the boundary of which is described as follows:

Commencing at the intersection of latitude 12 degrees 36 minutes 00 seconds with longitude 132 degrees 55 minutes 00 seconds thence proceeding to the intersection of latitude 12 degrees 30 minutes 10 seconds with longitude 132 degrees 51 minutes 40 seconds thence proceeding to the intersection of latitude 12 degrees 29 minutes 00 seconds with longitude 132 degrees 52 minutes 22 seconds thence proceeding to the intersection of latitude 12 degrees 29 minutes 00 seconds with longitude 132 degrees 55 minutes 00 seconds thence proceeding to the intersection of latitude 12 degrees 29 minutes 45 seconds with longitude 132 degrees 55 minutes 00 seconds thence proceeding to the intersection of latitude 12 degrees 29 minutes 45 seconds with the western boundary of Kakadu National Park as defined in Commonwealth Gazette No. S61 dated 5th April 1979 thence proceeding south along the said boundary to its intersection with a line joining the intersection of latitude 12 degrees 36 minutes 00 seconds with longitude 132 degrees 55 minutes 00 seconds and latitude 12 degrees 33 minutes 20 seconds with longitude 133 degrees 00 minutes 00 seconds thence proceeding to the intersection of latitude 12 degrees 36 minutes 00 seconds with longitude 132 degrees 55 minutes 00 seconds.

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SECOND SCHEDULE



1000 0 1000 2000 METRES

SCALE 1:100,000

This is the plan referred to in Mineral Lease ... and has been prepared from Survey Plan S80/188 approved by the Surveyor-General on 24th June 1981

Minister for Mines and Energy

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THIRD SCHEDULE

ENVIRONMENTAL REQUIREMENTS FOR THE JABILUKA

URANIUM PROJECT

1. Environmental requirements for the Jabiluka Project are formulated on the basis of and will be implemented in a manner consistent with design concepts set out in the Jabiluka Project Final Environmental Impact Statement prepared in accordance with the requirements of the Environment Protection (Impact of Proposals) Act 1974 of the Commonwealth.

Definition

'Best practicable technology' is that technology from time to time relevant to the Jabiluka Project which produces the minimum environmental pollution and degradation that can reasonably be achieved having regard to:

- (a) the level of effluent control achieved, and the extent to which environmental pollution and degradation are prevented, in mining and milling operations in the uranium industry anywhere in the world;

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- (b) the total cost of the application or adoption of that technology relative to the environmental protection to be achieved by its application or adoption;
- (c) evidence of detriment, or of lack of detriment, to the environment after the commencement of the Jabiluka Project;
- (d) the physical location of the Jabiluka Project;
- (e) the age of equipment and facilities in use on the Jabiluka Project and their relative effectiveness in reducing environmental pollution and degradation; and
- (f) social factors including possible adverse social effects of introducing new technology;

'Applicable Law' means every law (whether Commonwealth, Territory or other) from time to time validly in operation in the Northern Territory which is applicable according to its tenor to any aspect of the operations of the lessees in the Jabiluka Project Area.

'Manager' has the same meaning as in the Uranium Mining (Environment Control) Act.

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'Supervising Authority' in respect of any action, activity or matter specified herein, means the person having responsibility for or in relation to that action, activity or matter under an applicable law or if there is no applicable law the person for the time being performing the duties of Supervising Scientist under the Environment Protection (Alligator Rivers Region) Act 1978 of the Commonwealth.

Technology

1. Taken as a whole, and in their component parts, the plant and the mine shall be designed and the mining, milling and related operations within the Jabiluka Project Area shall be carried on, in accordance with the best practicable technology.

2. Nothing in these Environmental Requirements shall be interpreted to prevent or discourage the lessee from attaining higher environmental standards than those specified.

Staffing and Environment

3. (a) The lessees shall appoint and provide:
 - (i) as Environment Protection Officer, a person having appropriate qualifications and experience who shall be responsible to the project management to ensure effective environmental control of the project,

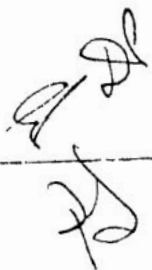
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- (ii) as Radiation Safety Officer, a person qualified in the principles and practices of radiation protection in the mining and milling of radioactive ores who shall be responsible to the Manager for radiation protection associated with the mine and mill,
 - (iii) as Ventilation Officer, a person qualified in the principles and practices of ventilation as they apply to the mining and milling of radioactive ores who shall be responsible to the Manager for ventilation in the mine and mill, and
 - (iv) persons and resources to support the Environment Protection Officer, Radiation Safety Officer and Ventilation Officer as is deemed appropriate by the Supervising Authority.
- (b) The Environment Protection Officer and his staff shall ensure effective environmental control of the project including:
- (i) protection of biological resources, including rehabilitation aspects,

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(ii) protection of persons on or adjacent to the project lease, and

(iii) the carrying out of an archaeological survey of each area to be affected by construction work before construction work commences in that area and recording and protecting from environmental or other damage Aboriginal art, archaeological and sacred sites in the Jabiluka Project Area.

4. The lessees shall instruct all employees of the lessees and of their contractors and sub-contractors to the extent relevant and consistent with these environmental requirements in the need for environment protection, the monitoring programs and the role, responsibilities and powers of the relevant Supervising Authorities. This course of instruction must be suitable for the level of interest and education of all employees of the lessees and of their contractors and subcontractors and shall be undertaken prior to or as soon as possible after the first arrival of staff and at appropriate intervals thereafter.

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5. As part of the course of instruction described in Clause 4 the lessees shall explain to the extent relevant the requirements of, or having effect under, prescribed instruments as defined in the Environment Protection (Alligator Rivers Region) Act 1978, insofar as those requirements relate to any matter affecting the environment in relation to the Jabiluka Project to all employees of the lessees and of their contractors and sub-contractors prior to or as soon as possible after their first arrival in the Jabiluka Project Area.

6. The lessees shall make available, for perusal by all employees of the lessees and of their contractors and sub-contractors involved in the Jabiluka Project Area, up to date copies of all relevant Commonwealth and Territory legislation relating to the protection of the environment (including the legislation dealing with the preservation of Aboriginal sacred sites, relics and works of art) and parks and reserves.

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7. (a) The lessees shall ensure that all persons on the Jabiluka Project Area observe the provisions of these Environmental Requirements, other prescribed instruments and the applicable law. If any infringement is discovered the lessees shall take such action as is required under the applicable law and commence such remedial action as is necessary and as is consistent with the applicable law, and at the same time shall inform the relevant Supervising Authority.

(b) If an employee of the lessees or of their contractors or sub-contractors knowingly infringes any of the provisions described in Clause 7(a), the lessees or their contractors or sub-contractors as the case may be shall take such disciplinary action against that officer, servant or employee as may seem appropriate to the lessees in the circumstances and, in cases where dismissal is the appropriate remedy, shall dismiss that officer, servant or employee.

8. The lessees shall require that all employees of the lessees and of their contractors and sub-contractors do not introduce or permit or suffer the introduction onto

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the Jabiluka Project Area of flora or fauna exotic to the Alligator Rivers Region save such flora or fauna as the Supervising Authority shall permit. The lessees shall promptly take any action specified by the Supervising Authority to remove from the Jabiluka Project Area any exotic flora or fauna which may be introduced into that Area.

Control of Water and Tailings Disposal

9. (a) For the purposes of this clause "mineralised material" means

(i) material which contains more than 0.02 per cent of uranium dry weight as measured by sampling of the relevant material in a manner approved by the Supervising Authority; or

(ii) natural rock containing quantities and concentrations of sulphide mineralisation in excess of quantities and concentrations defined by the Supervising Authority

but does not include specimens or samples of types approved by the Supervising Authority.

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- (b) All areas, whether on the surface of the Jabiluka Project Area or underground which might, in the opinion of the lessees or the Supervising Authority, come into contact with mineralised material, or with the products, intermediate products or by-products of the ore treatment plant, or with the liquid effluent from the mine or the ore treatment plant shall be designated Restricted Release Zones.
- (c) All Restricted Release Zones shall be defined on the ground by the lessees and each such definition shall be approved by the Supervising Authority.
- (d) A Restricted Release Zone may be redefined by the lessees from time to time subject to approval by the Supervising Authority.
- (e) Approved plans of Restricted Release Zones shall, upon request, be made available by the Supervising Authority to members of the public.
- (f) The water management system shall be established in a manner allowing no intentional releases to the environment of water from a Restricted Release Zone, and the lessees shall not allow to flow from

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a Restricted Release Zone liquid water other than the natural sub-surface flow of groundwater, provided that this requirement shall not apply to seepage which cannot be prevented by the use of the best practicable technology. This system shall be maintained unless the Supervising Authority gives approval for the release of water from the Zone.

(g) (i) The lessees shall, to the maximum extent practicable, ensure that a "zero release of contaminants" system is implemented, and that all practicable modifications to the project design which would achieve this objective are introduced. In the event that approval is given by the Supervising Authority for water to be released from a Restricted Release Zone that water shall not be discharged generally but shall be discharged in a manner approved by the Supervising Authority.

(ii) The approval of the Supervising Authority shall specify the following:

(A) the maximum approved rate of discharge;

(B) the maximum concentration of contaminants in water to be discharged;

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(C) the maximum quantity of contaminants to be released in any one discharge and in any one year (being a year commencing on 1 September and ending on 31 August); and

(D) the maximum length of the approved period of continuous discharge.

(iii) The lessees shall not release water from a Restricted Release Zone until they have carried out to the satisfaction of the Supervising Authority such investigations as he may require into the flow, mixing and dispersion characteristics that will exist in the Magela system at the time of a proposed release. The lessees shall use the information obtained from such investigations to develop release procedures to ensure that standards specified by the Supervising Authority will be met with due regard being taken of other mining developments within the Magela catchment.

(iv) The lessees shall keep records of actual discharges made. These shall be made available to the Supervising Authority. These records shall specify:

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- (A) the actual rate of discharge;
 - (B) the period of discharge;
 - (C) the concentration of contaminants in the discharged water; and
 - (D) the total quantity of contaminants released in each discharge and in each year.
- (h) Waste rock shall not be deposited outside a Restricted Release Zone without the approval of the Supervising Authority.
- (i) Equipment which has been in contact with mineralised material, or with the products, intermediate products or by-products of the ore treatment plant, or with liquid effluents from the mine or the ore treatment plant, may be removed from within a Restricted Release Zone provided that it has been cleaned to a standard set by the Supervising Authority.
- (j) Mineralised material, the products, intermediate products or by-products of the ore treatment plant or liquid effluent from the mine or the ore

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treatment plant shall not be taken, or allowed to move outside the limits of a Restricted Release Zone without the approval of the Supervising Authority. This clause shall not apply to product yellowcake (U_3O_8) packed in containers approved by the Supervising Authority or gold bullion or used lubricants destined for salvage and reprocessing.

- (k) No mineralised material shall be mined, drilled or otherwise handled outside the limits of a Restricted Release Zone, except as authorised by the Supervising Authority.

- 10. Erosion products resulting from the mining operations in the Jabiluka Project Area shall to the maximum extent practicable be prevented from entering the Magela system and the method of so doing shall be the subject of approval by the Supervising Authority.

- 11. The quality and quantity of runoff water entering the Magela system from the Jabiluka Project Area is to be continually monitored by the lessees to the satisfaction of the Supervising Authority.

- 12. (a) The tailings and water management systems and structures shall be designed and constructed in accordance with good engineering practice.

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- (b) The lessees shall submit to the Supervising Authority a design study report and management plan for the tailings and water management systems containing detailed plans and specifications for the construction and use of those systems and the management of seepage from them and plans for the decommissioning and rehabilitation of the tailings disposal areas.

- (c) No construction of the tailings and water management systems shall commence without the written approval of the Supervising Authority, which may contain conditions relating to the design, construction and use of the tailings and water management systems.

- (d) Construction of the tailings and water management systems shall be in accordance with such procedures, including approved Quality Control Programs, as the Supervising Authority may require. The tailings and water management systems shall not be brought into use except with the written approval of the Supervising Authority.

- (e) No tailings shall be discharged from the uranium mill until the structure of the tailings and water management systems, the arrangements for

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management of seepage from them and any use of tailings material as mine fill or for any other purpose have received the Supervising Authority's written approval.

(f) Seepage to groundwater from the tailings and water management systems shall be controlled by the lessees in accordance with the management plan and such conditions as may be specified by the Supervising Authority.

13. (a) The lessees shall prepare a plan for the treatment, method of transfer, final disposal and rehabilitation of the tailings. The final plan shall be based on information obtained from studies carried out by the lessees on waste rock and actual tailings obtained from the mill.

(b) The Supervising Authority, in granting approval to the discharge of tailings from the mill pursuant to subclause 12(e) shall, subject to any method of tailings disposal which is approved by the Supervising Authority, require the lessees to observe the following requirements:

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(i) tailings shall to the maximum extent practicable be dealt with by being deposited in or transferred to the mine excavation progressively with mining in a manner approved by the Supervising Authority; and

(ii) tailings disposal and rehabilitation shall be completed by the lessees within five years after cessation of mining and milling on the Jabiluka Project Area or such other time as the Supervising Authority may require.

14. In addition to any other fencing required from time to time by the Supervising Authority the lessees shall erect a fence around the tailings and water retention system to Specification A.S. 1725-1975 and shall take all necessary and practicable action to prevent animals from drinking from sources of water within the Jabiluka Project Area that are, in the opinion of the Supervising Authority, contaminated as a result of mining and ore treatment operations in the Jabiluka Project Area.

Atmospheric Pollution Control

15. The lessees shall establish, operate and maintain a meteorological station or shall co-operate as required

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by the Supervisory Authority in the establishment of a regional station. The meteorological station shall be situated at a site selected and equipped and operated to standards approved by the Supervising Authority taking account of the advice of the Bureau of Meteorology and other appropriate authorities. The meteorological station is to provide adequate data for air emission control purposes as well as to provide climatological record and analysis for the site. Data so obtained will be made available to the Supervising Authority.

16. (a) For the purposes of this clause and clause 17, "installation" means a mine, ore treatment plant, sulphuric acid plant or power generation plant in the Jabiluka Project Area.

(b) Before the operation of an installation commences, the lessees shall develop appropriate air quality models in relation to emissions from the installation, suitable for assisting in making operational decisions relating to the protection of human health, biological resources and material objects of Aboriginal culture. The models shall be approved by the Supervising Authority before being used for the purpose of making operational decisions and may be modified as necessary with the approval of the Supervising Authority in the light of operational experience.

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(c) No emissions from an installation shall be released to the atmosphere by the lessees until a discharge authorisation based on standards determined by the Supervising Authority has been issued. Emissions to the atmosphere shall be managed as proposed by the lessees and approved by the Supervising Authority.

17. Unless otherwise approved or directed by the Supervising Authority emissions from an installation shall not exceed the values specified in the National Emission Standards for Air Pollutants, National Health and Medical Research Council, 1979, as amended from time to time. Radioactive emissions shall be managed in accordance with the Mines Safety Control (Radiation Protection) Regulations of the Northern Territory.

18. The calciner and yellowcake processing plant shall be fitted with emission control equipment which reduces the emission of dust, fumes and total uranium to the environment to as low a level as can be achieved by the use of best practicable technology.

19. Appropriate dust control measures shall be employed at all times and in all phases of the construction, mining and ore treatment operations to keep dust levels below values specified by the Supervising Authority from time to time.

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1.6 A32

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20. The lessees shall develop a test procedure for use during the initial start up of the calciner and the start up after any interruption to its operation to ensure that, before ignition, the system is operating satisfactorily.

Sulphur Stockpiles

21. Sulphur is to be stored in the manner approved by the Supervising Authority. Without affecting the generality of the foregoing, bund walls surrounding the sulphur stockpile are to be constructed in such a way as to contain all molten or burning sulphur and prevent it from spreading from the stockpile in case of fire.

Blasting

22. (a) Before commencement of any blasting, whether on the surface or underground the lessees shall establish measuring sites at points to be agreed with the Supervising Authority and shall carry out and measure the effects of test blasts in collaboration with the Supervising Authority to provide information to define standard blasting practices. Records of measurements shall be made available to the Supervising Authority.
- (b) The standard blasting practices to be adopted by the lessees shall first be approved by the Supervising Authority.

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1.6 A33

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Vegetation and Landscape Protection

23. (a) For the purpose of protecting vegetation, the lessees shall fence such areas within the Jabiluka Project Area as specified by the Supervising Authority.
- (b) The lessees shall, in consultation with the Supervising Authority, take all practicable steps to protect from trampling, cutting, unplanned and uncontrolled burning, picking or other disturbance all vegetation in the Jabiluka Project Area, disturbance of which is not essential to mining operations.
24. The lessees shall carry out soil conservation measures within the Jabiluka Project Area as and when specified by the Supervising Authority.
25. (a) The sites of mining and ancillary operations, the tailings and water retention system and other areas where the ground has been disturbed shall be rehabilitated and revegetated by the lessees in accordance with a plan updated from time to time and approved by the Supervising Authority. Such rehabilitation shall be carried out to the satisfaction of the Supervising Authority. The initial plan shall be submitted before mining operations commence.

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1.6 A34



- (b) In revegetation the lessees shall establish appropriate ground cover plants in accordance with the directions of the Supervising Authority and shall fence, protect and, if necessary, renew the establishing vegetation as may be necessary to bring about the rapid restoration of stable vegetation native to the Region.

- (c) The obligations of the lessees under (a) and (b) above shall cease upon issue of a certificate of revegetation by the Supervising Authority.

- (d) Prior to the commencement of works, the lessees shall prepare contour maps in sufficient detail to permit restoration of disturbed areas to their original countours or to such other contours as the Supervising Authority may approve.

- (e) Before mining operations commence, the lessees shall conduct a vegetation survey of the Jabiluka Project Area to the satisfaction of the Supervising Authority.

- (f) All topsoil from areas that have been disturbed shall be stored in a manner acceptable to the Supervising Authority and used for the purpose of rehabilitation.

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(g) The lessees shall establish a nursery, or make other suitable arrangements, for the supply of such plants as may be approved by the Supervising Authority for use in rehabilitation.

26. Except where otherwise authorised by the Supervising Authority, all structures which remain in the Jabiluka Project Area at the end of the mining and ancillary operations shall be disposed of or removed entirely in a manner approved by the Supervising Authority. Mine access openings including ventilation shafts shall be sealed in a manner approved by the Supervising Authority. Unwanted materials and rubbish including concrete shall in a manner to be approved by the Supervising Authority be buried, covered with rock and soil materials and the surface revegetated.

Transportation

27. Transportation of yellowcake from the ore treatment plant shall be undertaken in a manner approved by the Supervising Authority.

Radiation Protection

28. The lessees shall ensure that exposures to radiation of all persons on or near the Jabiluka Project Area shall be reduced to the lowest practicable level below the appropriate limits set out in the Mines Safety Control (Radiation Protection) Regulations of the Northern Territory.

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Contingency Plans

29. Bearing in mind possible hazards to human health and the local and more distant environments resulting from effects on the project of natural disasters, operational emergencies, materials failure and other unscheduled events, including any interruptions to monitoring programs, the lessees shall before bringing into commission each successive element of the project to which such an event may apply, develop and have approved by the Supervising Authority, contingency plans for minimizing the impact and remedying the damage resulting from such an event.

Such contingency plans shall take into account and be consistent with the applicable law and shall include:

- (i) details of the program of action to be carried out in relation to each contingency plan;
- (ii) nomination of the lessees personnel responsible for implementation of the contingency plan; and
- (iii) provision for the continuation of monitoring programs during any of the events referred to earlier in this clause.

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30. The lessees shall ensure that all members of their staff are conversant with the provisions and objectives of current contingency plans.
31. The lessees shall immediately notify the Supervising Authority and the Supervising Scientist of the occurrence of any of the such events outlined in clause 29 and of the initiation of action under the approved contingency plan.

Monitoring

32. (a) The lessees shall design monitoring programs covering construction, commissioning, operating and decommissioning phases of the Jabiluka Project to the approval of the Supervising Authority. The programs shall be designed to continue without interruption at such locations within the Jabiluka Project Area and elsewhere, as the Supervising Authority shall specify. They shall include measurements in relation to biota, water, sediments, soils and air and will include a personal and environmental radiation monitoring program. The programs will include details of numbers and the level of training of staff involved, methods to be used and details of the

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1.6 A38

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times and/or frequencies of monitoring measurements. Appropriate basic programs shall be brought into operation in the form approved by the Supervising Authority before mining and treatment of ore commence. Monitoring as approved by the Supervising Authority shall continue for the duration of the project and for such time after its termination as is necessary for the environment to return to conditions acceptable to the Supervising Authority.

(b) Subject to the written approval of the Supervising Authority, the lessees shall be permitted to develop the monitoring programs in stages which take into account the time sequence of the project development, but shall ensure that each element of the total monitoring activity is approved by the Supervising Authority before commencing that part of the project development to which the associated monitoring program element applies.

33. The lessees shall comply with the directions of the Supervising Authority relating to the co-ordination of monitoring programs and the standardisation of equipment and methods used in monitoring programs.

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34. The lessees shall conduct their monitoring in accordance with standards and methods approved by the Supervising Authority. Any laboratory which is operated by the lessees shall be of a standard that would enable the laboratory and laboratory personnel to obtain registration with the National Association of Testing Authorities Australia. The lessees shall maintain continuous records of the performance and calibration of monitoring equipment referable to independent laboratories participating in national intercomparison and calibration programs.

35. The lessees shall, as far as practicable and as required by the Supervising Authority, present data in a format compatible with computer analysis and suitable for data interchange with relevant national organisations.

36. The lessees shall ensure proper analysis of monitoring results and shall make data and reports available to the Supervising Authority at times and in a form prescribed by the Supervising Authority.

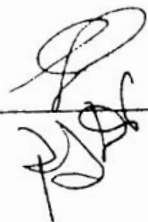
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Research

37. The lessees shall undertake appropriate investigations as required by the Supervising Authority to define the design and operating conditions capable of meeting environmental protection criteria applied to the Jabiluka Project.

38. The lessees shall co-operate with the Supervising Authority in undertaking appropriate investigations and in providing information relevant to identifying and overcoming environmental problems within or relevant to the Jabiluka Project Area.

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FOURTH SCHEDULE

CONDITIONS RELATING TO THE ASSESSMENT AND PAYMENT
OF ROYALTIES ON URANIUM

1. (a) The lessees shall, for so long as ownership of uranium and other prescribed substances is vested in the Commonwealth, pay to the Commonwealth a royalty in respect of uranium and other prescribed substances mined and processed under this Mineral Lease -
- (i) prior to 30 June 1990 at the rate of five and one quarter (5¼) cents in the dollar on such amount as is determined in accordance with the provisions of this Schedule, and
- (ii) thereafter, at the determined rate in the dollar on such amount as is determined in accordance with the provisions of this Schedule.
- (b) In the event of the vesting of ownership of uranium and other prescribed substances in the Northern Territory, the lessees shall pay to the Northern Territory a royalty -
- (i) prior to 30 June 1990, at the rate of five and one quarter (5¼) cents in the dollar on such amount as is determined in accordance with the provisions of this Schedule; and

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(ii) subsequent to 30 June 1990, at the rate and calculated in the manner provided for by the laws of the Territory.

(c) For the purposes of this clause 'the determined rate' means the rate from time to time determined by the Commonwealth Minister administering section 41 of the Atomic Energy Act 1953.

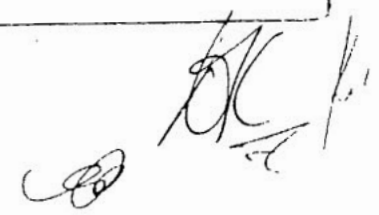
(d) Whenever the Commonwealth Minister determines a rate under sub-paragraph (a)(ii) of this Clause he shall give notice thereof in writing to the lessees.

2. The liability to pay the royalty arises when a substance obtained from the land comprised in this lease is sold.

3. The lessees shall within thirty (30) days after the end of each of the three monthly periods, ending respectively on 31 March, 30 June, 30 September and 31 December, in each year after the date of this Mineral Lease, lodge with the Principal Registrar, Northern Territory Department of Mines and Energy, Darwin, a royalty return in the prescribed form setting out for the preceding three monthly period -

(i) the gross proceeds received in respect of the sale of all substances obtained at any time from the land comprised in the lease;

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1.6 A43



- (ii) expenditure incurred for treatment of those substances before delivery to the buyer, not being treatment necessary to make those substances marketable products;
- (iii) expenditure incurred for transport of those substances from the place where they were obtained to the place of delivery to the buyer; and
- (iv) the amount remaining when the total of the expenditure set out in accordance with the last two preceding sub-paragraphs is deducted from the gross proceeds set out in accordance with sub-paragraph (i) of this Clause,

and shall, at the same time, pay to the Commonwealth a sum of money, equal to the royalty which would be payable if royalty were payable only on that remainder, in payment or part payment of the amount of royalty payable by the lessees under this Mineral Lease.

4. The Principal Registrar shall have regard to -

- (a) the market values at the time of sale of all substances obtained at any time

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from the land comprised in this Mineral Lease and sold during the period to which the return relates;

(b) the situation of those substances at the time of the sale; and

(c) the amount of minerals economically obtainable from those substances.

5. Where, having regard to the matters specified in Clause 4 of this Schedule, the Principal Registrar is satisfied that -

(a) the amount set out in the return as the gross proceeds received in respect of the sale, during the period to which the return relates, of all substances obtained at any time from land comprised in this Mineral Lease is the total of the values of those substances at the time of sale of such substances;

(b) the amount set out in the return as expenditure incurred for treatment of those substances before delivery to the buyer, not being treatment necessary to make those substances marketable products, is an amount of expenditure so incurred; and

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1.6 A45

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(c) the amount set out in the return as expenditure incurred for transport of those substances from the place where they were obtained to the place of delivery to the buyer is an amount of expenditure so incurred,

the amount on which royalty is payable by the lessees is the amount remaining when the total of the expenditures set out in accordance with sub-paragraphs (ii) and (iii) of Clause 3 of this Schedule is deducted from the gross proceeds set out in accordance with sub-paragraph (i) of Clause 3 of this Schedule.

6. Where, having had regard to the matters specified in Clause 4 of this Schedule the Principal Registrar is not so satisfied, he shall -

(a) correct the return by substituting for an amount set out in the return as gross proceeds or expenditure the amount which, having regard to the matters specified in Clause 4, in his opinion represents -

(i) the total of the values at the time of sale of all substances obtained at any time from land comprised in the lease and sold during the period to which the return relates;

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(ii) the expenditure incurred for treatment of those substances before delivery to the buyer, not being treatment necessary to make those substances marketable products; or

(iii) the expenditure incurred for transport of those substances from the place where they were obtained to the place of delivery to the buyer,

as the case requires;

(b) assess the amount on which the royalty is payable to be the amount remaining when, in the return so corrected, the total of the expenditure is deducted from the total of the values; and

(c) serve notice on the lessees in writing of -

(i) each substituted amount and the amount for which it is substituted;

(ii) the amount on which royalty is assessed to be payable; and

(iii) the amount of royalty payable.

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7. The lessees shall pay to the Commonwealth not later than thirty (30) days after being served with a notice under paragraph (c) of Clause 6 of this Schedule, the amount, if any, by which an amount of royalty specified in the notice exceeds the sum paid to the Commonwealth under Clause 3 of this Schedule.
8. If the lessees are dissatisfied with an assessment under Clause 6 of this Schedule they may, within sixty (60) days after the service of the notice of assessment, post to or lodge with the Principal Registrar an objection in writing against the assessment stating fully and in detail the grounds on which they rely.
9. The Principal Registrar shall consider the objection and may either disallow it, or allow it wholly or in part, and shall serve the lessees with written notice of his decision.
10. If the lessees are dissatisfied with the decision, they may, within sixty (60) days after service of notice of the decision, appeal in writing to a warden's court against the decision.

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11. The warden's court shall hear and determine the appeal and for these purposes has all the powers, functions and duties of the Principal Registrar in assessing the amount on which royalty is payable.

12. In this Schedule -

"buyer" includes a person who obtains a substance as a result of a sale.

"prescribed form" means those forms prescribed from time to time by the Principal Registrar.

"sale" means any disposal of a substance; and "sold" has a corresponding meaning.

"substances" means uranium or other prescribed substances obtained from the land comprised in this Mineral Lease, or substances derived from that uranium or those other prescribed substances.

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

SIGNED AND DELIVERED BY)
IAN LINDSAY TUXWORTH)
Minister for Mines and Energy)
of the Northern Territory of)
Australia for and on behalf)
of the Territory in the)
presence of)

THE COMMON SEAL OF PANCONTINENTAL)
MINING LIMITED was hereunto)
affixed by the authority of a)
resolution of the Board of)
Directors in the presence of)
)

THE COMMON SEAL OF GETTY OIL)
DEVELOPMENT COMPANY LIMITED)
was hereunto affixed by the)
authority of a resolution of)
the Board of Directors in the)
presence of)

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BANKERS UNDERTAKING

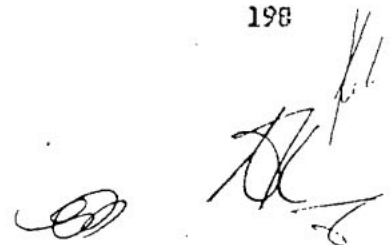
1. At the request of Pancontinental Mining Limited and Getty Oil Development Company Limited (hereinafter called "the Joint Venturers") and in consideration of Northern Land Council (hereinafter called "NLC") accepting this undertaking the Bank of _____ (hereinafter called "the Bank") unconditionally undertakes to pay to NLC any sum or sums up to a maximum aggregate sum of Twenty Five Million Dollars (\$25,000,000) ordered to be paid to NLC or reasonably necessary to be so paid to ensure compliance by the Joint Venturers with any order of the Supreme Court of the Northern Territory, pursuant to the Environmental Protection (Northern Territory Supreme Court) Act 1978 arising from any breach by the Joint Venturers of any provision of the Environmental Requirements for the Jabiluka Project set forth in the Third Schedule of the Special Mineral Lease No.

2. The undertaking of the Bank shall continue until the happening of the earliest of any of the following events whereupon the liability of the Bank shall immediately cease and determine -
 - (a) the undertaking is returned to the Bank, or
 - (b) NLC advises the Bank in writing that such undertaking is no longer required, or
 - (c) the Bank has paid to NLC a sum or sums which aggregate Twenty Five Million Dollars (\$25,000,000)
 - (d) there is served upon the Bank an order of the Supreme Court of the Northern Territory declaring that mining of the Jabiluka Project as referred to in a Deed made between NLC and the Joint Venturers dated _____ day of _____ 1981 has ceased or that such Deed has been terminated, or that the Joint Venturers have validly surrendered their rights pursuant to Clause 18 of the said Deed, and that in addition to the happening of one of the events referred to in this sub-paragraph, have complied with all the provisions of the Environmental Requirements for the Jabiluka Project set forth in the Third Schedule of the Special Mineral Lease No.

Dated this _____ day of _____ 198

For and on behalf of





THIS IS ANNEXURE 5 TO THE DEED DATED 1982 BETWEEN NORTHERN LAND COUNCIL, PANCONTINENTAL MINING LIMITED AND GETTY OIL DEVELOPMENT COMPANY LIMITED.

- Tailings Retention System - South Jabiluka - Design Report
Coffey and Partners (Report No: 5975/81)
- Tailings Retention System - South Jabiluka -
Site Factors (Volume 1)
Dam Site (Volumes 2 and 3)
Borrow Area (Volume 4)
Coffey and Partners (Report No: 5975/18)
- Water Management System
Bechtel - McKee, June, 1979
- Water Management Simulation (Volumes 1 - 6)
McMahon, Burgess and Yeates, Ref. 2001-004
- Review of Design Concepts for Underground Mining and Ventilation of Jabiluka Orebody
K.E. Mathews, July, 1979 (Final Report October, 1979)
- Jabiluka Mine Design : Control of Airborne Radiation, Dust, Diesel Exhausts and Methane
R. Yourt, July, 1979 and supplement August, 1979
- Ventilation Network and Pressure Loss Calculations - Jabiluka
A. Silver, July, 1979
- Physical Testing of Jabiluka Mine Fill Material
Dr. E.G. Thomas, July, 1979
- Fill System for Underground Mine Design at Jabiluka
A. Silver, July, 1979
- Jabiluka Project Underground Mining Rock Mechanics Aspects
K.J. Rosengren, July, 1979
- Hydrology Study for Underground Mining Operations in the Jabiluka Orebody
K.J. Rosengren, July, 1979
- Geothermal Studies, Jabiluka, Northern Territory
J.P. Cull, July, 1979
- Radiation Levels to be Encountered During Mining
Dr. J.F. Archibald and Prof. J. Nantel, July, 1979
- Radium - 226 Content of Tailings and Radon Emanations from Hydraulic Fill
Carswell, James and See, July, 1979
- Explosive Requirements and Storage Jabiluka
A. Silver, July, 1979
- Underground Development Planning, including Preliminary Criteria, Layouts and Schedule
J.S. McIntyre, June, 1979

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[Handwritten signatures]

- Jabiluka II Underground Production Planning
I.D. Gipps, June, 1979 (updated February, 1980)
- Underground Mine Equipment - Jabiluka
R.C. Barwick, July, 1979
- Equipment Schedule and Selection
R.C. Barwick, February, 1979
- Visit to Pancontinental Mining, March, 1979
K.E. Mathews, March, 1979
- Fill System for Underground Mine Design at Jabiluka
Dr. E.G. Thomas, August 1979
- Jabiluka Project, Engineering Geophysics over Construction Sites
Australian Groundwater Consultants Pty. Ltd.
- Report No: 80/117572, Preparation of A Bulk Sample of Neutralised Tailings
Warman International Ltd.
- Meteorological data as detailed in "Notes on Meteorological Data given to WLP" ^U
Bechtel-McKee, January, 1981
- Jabiluka Uranium Project, Groundwater Studies Stage II - Report I
Australian Groundwater Consultants Pty. Ltd., January, 1979;
Two Volumes (report and appendices)
- Jabiluka Uranium Project, Groundwater Studies Stage II - Report II
Australian Groundwater Consultants Pty. Ltd, December, 1979;
Two Volumes (report and appendices)
- Summary of Hydrogeological Information The Jabiluka Project
Bechtel-McKee, May, 1980
- Report to Pancontinental Mining Limited, Part IV on The Kinetics of the Dispersion of
Radioactive Zinc and Tritium released into the 7J Creek, Northern Territory.

The Australian Atomic Energy Commission, February, 1980
- Groundwater Geochemistry in the Vicinity of the Jabiluka Deposits
CSIRO Division of Mineralogy (Paper included in International Uranium
Symposium on the Pine Creek Geosyncline, 1980)
- Baseline Heavy Metal Studies in the Alligator Rivers Region, Northern Territory
A.W. Morley, Pancontinental Mining Limited (Paper presented at the
International Conference, Management and Control of Heavy Metals in the
Environment, London, September, 1979)
- Drawings Listed in Bechtel-McKee Transmittal Note dated December 9, 1980.
- Memorandum and Paper on Borrow Pit Operations, Pancontinental Mining Limited,
December, 1980
- Memorandum and Schedules on Road Usage, Pancontinental Mining Limited,
December, 1980

The Jabiluka Project Environmental Impact Statement

Pancontinental Mining Limited, July, 1979

Draft Report - Jabiluka Project Tailings Retention System Design Assessment

Snowy Mountains Engineering Corporation, October, 1980

The Jabiluka Project, Use of Ore Treatment Plant Sandstone as Embankment Filter Material

Coffey and Partners, November, 1980

The Jabiluka Project Final Report, Testing of Schist Gneiss and Granite Rock from Granite Hill for use as Concrete Aggregate

Technisearch Limited, November, 1980

The Jabiluka Project, Final Report, Testing of Jabiluka Sands and Gravels for use as Concrete Aggregate

Technisearch Limited, December, 1980

Jabiluka Project, Population Forecasts for Alligator Rivers Region

Pancontinental Mining Limited, December, 1980

Extract of Land Claims Evidence

Pancontinental Mining Limited, January, 1981

Proposal for Development of Air Quality Models, Jabiluka, Northern Territory

Dames and Moore, July, 1980

Sulphur Content of Jabiluka II Orebody

Pancontinental Mining Limited, February, 1981

Draft Response to Letter from Office of Supervising Scientists dated January 15, 1981
on -

Best Practicable Technology for Tailings Disposal including Memorandum on Alternative Methods of Tailings Disposal

Bechtel-McKee, January, 1981 and

Water Management Alternatives

Bechtel-McKee, January, 1981

Response to Snowy Mountains Engineering Corporation Design Assessment - Tailings Retention System

Pancontinental Mining Limited, January, 1981

Laboratory Testwork on Environmental Matters, Report 76/68048-2

Warman International Ltd, March, 1977

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Letter to U.K. Atomic Energy Research Establishment, February 4, 1981 on Water Management System Review

Letter to WLPJ Consultants (Australia) Pty. Ltd., February 5, 1981 on Properties of Tailings

Letter to WLPJ Consultants (Australia) Pty. Ltd., February 6, 1981 on Meteorological Data

Letter to WLPJ Consultants (Australia) Pty. Ltd., February 3, 1981 on Tailings Disposal and Water Management Systems

Jabiluka Mine Control Centre, January, 1980

Ewbank Belford Pty. Ltd.

Summary of 4500 tpa U_3O_8 Production Study, July, 1980

I.D. Gipps

Notes on Mine Geology of the Jabiluka Deposit, September, 1979

G.J. McArthur

Report No: 79/113546-1, The Metallurgical Characteristics of Jabiluka Ore - A Review Report, July, 1980

Warman International Ltd.

Jabiluka Project Uranium Mill Flowsheets

Drawings No: 2030-M-101C, 102D, 103C, 104D, 105D, 107D, 108D, 109D, 110D

Bechtel-McKee

Jabiluka Project Gold Mill Flowsheets (2), June 17, 1980

Bechtel-McKee

Jabiluka Project Ore Treatment Plant Layout, Drawing No: 2000-M-001B

Bechtel-McKee

Capital Cost Evaluation of Alternative Production Rates, Sections 2.2.2, 2.2.3 and 9.2.1, October, 1980

Bechtel-McKee

National Emission Standards for Air Pollutants, June, 1979

National Health and Medical Research Council

Jabiluka Project Process Design Criteria DMET-001 F, July, 1980

Pancontinental Mining Limited

Blue folder handed to E.C. Pratt, G.C., and Mr. J.F. Keays on 29th April, 1981

containing material in relation to:

- (1) Ground Water Supplies
- (2) Potable Water
- (3) Mine Water
- (4) Rainfall on Contaminated Areas
- (5) Containment Ponds
- (6) Tailings Pond
- (7) Natural Sepage from Tailings Pond Storage
- (8) Ore & Waste Haulage - Dust Suppression & Catch Drains
- (9) Cleaning Units
- (10) Construction Materials
- (11) Gas Emanation - Underground Atmosphere
- (12) Bushfire Smoke
- (13) Environmental Requirements

Letter from Mr. J.F. Keays, Consulting Engineer, February 23, 1981

Jabiluka Project - Access Road

Letter from Mr. J.F. Keays, Consulting Engineer, February 23, 1981

Jabiluka Project - Access Corridor

Letter to Mr. D.C. Tennent, D.C. Tennent & Associates, February 27, 1981

Additional information on mining

Letter from Mr. D.C. Tennent, D.C. Tennent & Associates, February 27, 1981

Further queries on mining plan

Letter to Mr. J.F. Keays, Consulting Engineer, March 2 1981

Questions on Access Road Design and Construction

Letter to Mr. J.F. Keays, Consulting Engineer, March 2 1981

Access Corridor

Letter to Mr. D.C. Tennent, D.C. Tennent & Associates, March 5, 1981

Information with respect to queries

Letter from Dr. A.H. Spry, Australian Mineral Development Laboratories, March 5, 1981

Northern Land Council Review - Jabiluka Project

Letter to Dr. A.H. Spry, Australian Mineral Development Laboratories, March 17, 1981

Northern Land Council Review - Jabiluka Project

Memorandum J.F. Barnes to N.G. Bowra, March 30, 1981

Telephone Conversation with Dr. Alan Spry

Handwritten initials: J.F. Barnes

Handwritten initials: N.G. Bowra

Handwritten initials: A.H. Spry

58 THIS IS ANNEXURE 6 TO THE DEED
DATED 1982
BETWEEN NORTHERN LAND COUNCIL
PANCONTINENTAL MINING LIMITED AND
GETTY OIL DEVELOPMENT COMPANY LIMITED.

ASSOCIATIONS INCORPORATION ACT 1978

An Incorporated Aboriginal Trading Association

CONSTITUTION
OF
DJABULUKGU ASSOCIATION

1. NAME

The name of the Association shall be Djabulukgu Association.

2. INTERPRETATION

In this Constitution:

- "Aboriginal" shall mean a person who is of whole or partial Australian Aboriginal descent.
- "Act" means the Associations Incorporation Act (as amended).
- "Association" means the Djabulukgu Association.
- "Region" means Alligator Rivers Region as defined in the Environment Protection (Alligator Rivers Region) Act 1978

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2.

"Traditional Aboriginal Owners"

shall have the same meaning as that ascribed to it in the Aboriginal Land Rights (Northern Territory) Act 1976

3. OBJECTS

The Object for which the Association is established are:

- 3.1 to engage in opportune trading for the benefit of its members and to secure pecuniary profits to its members in particular through investment;
- 3.2 to serve as a body to which the Northern Land Council may pay moneys pursuant to the discharge of any of its responsibilities, the performance of any of its functions or the exercise of any of its powers under the Aboriginal Land Rights (Northern Territory) Act 1976 (hereinafter referred to as "the Land Rights Act") or under the terms of an agreement made the day of between the Northern Land Council (of the first part) and Pancontinental Mining Limited and Getty Oil Development Company Limited (of the second part);
- 3.3 to pay money to and provide other benefits for Aboriginals and Aboriginal communities or associations within the Region;

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- 3.4 to assist in any way Aboriginal communities, groups or individuals living in West Arnhemland in their determination of the use to which moneys paid to them, whether by the Djabulukgu Association or otherwise, will be put;
- 3.5 to take whatever action, including through the payment of moneys, may reasonably be expected to successfully enable Aboriginal communities, groups or individuals living in West Arnhemland to establish, join or participate in any capacity in commercial or financial enterprises or activities;
- 3.6 to assist in any way Aboriginal communities, groups or individuals living in West Arnhemland that are affected by mining operations in the area;
- 3.7 to serve as a body to which the Northern Land Council may delegate those powers that it is capable of delegating under the Aboriginal Land Rights Act;
- 3.8 to inform the Northern Land Council whenever it is feasible that there is, or there may arise, in the West Arnhemland area a dispute with respect to land of a kind to which Section 25 of the Aboriginal Land Rights Act refers;
- 3.9 to inform the Northern Land Council whenever it is feasible that a person has, or may have, entered onto or remained on Aboriginal land contrary to the provisions of the Aboriginal Land Act 1978 of the Territory;
- 3.10 to take whatever action, including through the payment of moneys, may reasonably be expected to enable Aboriginal culture or lifestyle in the West Arnhemland area or elsewhere to be restored, maintained or developed.



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- 3.11 to distribute moneys received by the Association for the following purposes:
- (a) the funding of Aboriginal businesses;
 - (b) creation of Aboriginal housing and provision of ancillary services thereto;
 - (c) protection of Aboriginal culture and provision for endowing Aboriginal museums and Aboriginal study groups;
 - (d) provision of educational scholarships;
 - (e) provision of recreation and sporting facilities for Aboriginal people;
 - (f) the study of the utilization of Aboriginal land and the land aspirations of Aboriginal people;
 - (g) provision of community amenities such as libraries, community halls;
 - (h) provision of basic utilities (water, sewerage and power);
 - (i) purchase of land within the Northern Territory or elsewhere;
 - (j) assisting in the funding of an Aboriginal Parks and Wildlife Service to operate in the Northern Territory;
 - (k) investment of funds for security to provide income on expiry of mining;
 - (l) investment in tourism and acquisition of tourist facilities within the Northern Territory;
 - (m) assisting in the development of outstations;
 - (n) provision of a satisfactory transportation system;
 - (o) provision of a communication system;
 - (p) administration costs of the Association;
 - (q) provision of a group health insurance and hospital scheme for all Aboriginals affected;
 - (r) creation of an Investment Fund.
 - (s) any other community purpose for the benefit of Aboriginal people.
- [Handwritten initials: SP, DP, PK]*
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- 3.12 to enter into any Deed of Trust with any other person company or organisation which may be necessary or beneficial for the carrying out of the objects of the Association;
- 3.13 to provide services and assistance to Aboriginals throughout Australia and elsewhere;
- 3.14 to provide knowledge and understanding of the special problems of Aboriginals throughout the Australian community and elsewhere;
- 3.15 to conduct training courses for volunteer workers or employees of the Association to enable them to assist in carrying out the objects of the Association;
- 3.16 to carry on the business of a trustee, nominee and agency corporation;
- 3.17 to undertake and execute either gratuitously or otherwise any trustee the undertaking whereof may seem desirable and to make, execute or enter into any trust, trust deed, declaration of trust, or other deed or instrument and to vary, amend or revoke the same by deed, instrument or otherwise;
- 3.18 to exercise all or any of the rights which may be conferred by the holding of property of any description and of any estate right or title to or in such property;
- 3.19 as trustee or custodian trustee of or in any other capacity concerned with any trust or fund to contract associate or co-operate with or assist any person or body;
- 3.20 to undertake any office of trust or confidence and to perform and discharge duties and functions incident thereto;
- 3.21 to transact or carry on all kinds of agency business and in particular in relation to the investment collection and receipt of money and the sale or purchase of property of any kind;

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- 3.22 to effect any disposition of property with or without consideration in money or moneys worth;
- 3.23 to promote and develop any real estate land or buildings acquired by or in which the Association may be interested and to demolish and reconstruct some or all of the improvements thereon and to erect establish and conduct buildings comprising offices shops professional consulting rooms suites apartments for residential accommodation home units flats houses clubs hotels (licensed under the provisions of the Liquor Act and otherwise) and generally commercial retail and/or residential buildings of any kind and appurtenances and facilities;
- 3.24 to carry on any other business whether of the nature of manufacturing importing distributing trading financing or performing services or of any other nature whatsoever which the Committee thinks is capable of being conveniently or profitably carried on in connection or conjunction with any business in which the Association is for the time being engaged or which in its opinion is calculated directly or indirectly to enhance the value of or render profitable any of the Association's property and rights;
- 3.25 to acquire and undertake the whole or any part of the business property and liabilities of any person or company;
- 3.26 to apply for purchase or otherwise acquire any patents rights copyrights trade marks and formulae licences concessions and the like; and to use exercise develop or grant licences in respect of or otherwise turn to account the property rights or information so acquired.
- 3.27 to amalgamate or enter into partnership or into any arrangements for the sharing of profits union of interests co-operation joint venture reciprocal concessions or otherwise with any person or association;
- 3.28 to take or otherwise acquire and hold shares debentures or other securities of any other association or company;



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- 3.29 to enter into any arrangements with any Government or authority municipal local or otherwise that may seem conducive to the Association's objects or any of them; and to obtain from any such Government or authority any rights privileges and concessions which the Association may think it desirable to obtain; and to carry out exercise and comply with any such arrangements rights privileges and concessions;
- 3.30 to establish and support or aid in the establishment and support of associations institutions funds trusts and conveniences calculated to benefit employees or members or past employees or members of the Association or of its predecessors in business or the dependants or connections of any such persons; and to grant pensions and allowances; and to make payments towards insurance; and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public general or useful object;
- 3.31 to promote any other company or companies for the purpose of acquiring or taking over all or any of the property rights and liabilities of the Association or for any other purpose which may seem directly or indirectly calculated to benefit the Association;
- 3.32 to purchase take on lease or in exchange hire and otherwise acquire any real and personal property and any rights or privileges which the Association may think necessary or convenient for the purposes of its business and in particular any land buildings easements machinery plant and stock-in-trade;
- 3.33 to construct improve maintain develop work manage carry out or control any buildings works factories mills roads ways tramways railways branches or sidings bridges reservoirs watercourses wharves warehouses electric works shops stores and other works and conveniences which may seem calculated directly or indirectly to advance the Association's interests; and to contribute to subsidise or otherwise assist or take part in the construction improvement maintenance development working management carrying out or control thereof;

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- 3.34 to lend and advance money or give credit to any person or association to guarantee and give guarantee or indemnities for the payment of money or the performance of contracts or obligations by any person or company; to secure or undertake in any way the repayment of moneys lent or advanced to or the liabilities incurred by any person or company; and otherwise to assist any person or company;
- 3.35 to borrow or raise or secure the payment of money in such manner as the Association may think fit and secure the same or the repayment or performance of any debt liability contract guarantee or other engagement incurred or, to be entered into by the Association in any way and in particular by the issue of debentures perpetual or otherwise charged upon all or any of the Association's property (both present and future) including its uncalled capital; and to purchase redeem or pay off any such securities;
- 3.36 to draw make accept endorse discount execute and issue promissory notes bills of exchange bills of lading and other negotiable or transferable instruments;
- 3.37 to sell or dispose of the undertaking of the Association or any part thereof for such consideration as the Association may think fit and in particular for debentures or securities of any other association or company;
- 3.38 to adopt such means of making known and advertising the business and products of the Association as may seem expedient;
- 3.39 to apply for secure acquire by grant legislative enactment assignment transfer purchase or otherwise and to exercise carry out and enjoy and charter licence power authority franchise concession right or privilege which any Government or authority or any corporation or other public body may be empowered to grant; and to pay for aid in and contribute towards carrying the same into effect; and to appropriate any of the Association's debentures or other securities and assets to defray the necessary costs charges and expenses thereof;

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- 3.40 to apply for promote and obtain any statute order regulation or other authorisation or enactment which may seem calculated directly or indirectly to benefit the Association; and to oppose any bills proceedings or applications which may seem calculated directly or indirectly to prejudice the Association's interests;
- 3.41 to provide for the Association to be registered or recognised in any country or place outside the State;
- 3.42 to sell improve manage develop exchange lease dispose of turn to account or otherwise deal with all or any part of the property and rights of the Association;
- 3.43 subject to the foregoing objects, distribute any of the property of the Association among the members in kind or otherwise and to distribute any income, royalty payment mining payment or capital payments of any kind whatsoever to any or all of the members at the sole discretion of the Committee;
- 3.44 to take or hold mortgages liens and charges to secure payment of the purchase price or any unpaid balance of the purchase price of any part of the Association's property of whatsoever kind sold by the Association or any money due to the Association from purchasers and others;
- 3.45 to carry out all or any of the objects of the Association and do all or any of the above things in any part of the world and either as principal agent contractor or trustee or otherwise and by or through trustees or agents or otherwise and either alone or in conjunction with others;
- 3.46 to do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

IT IS HEREBY DECLARED that in the interpretation of Clause 3 hereof the meaning and effect of any of the Association's objects shall not be restricted by

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reference to any other object or by the juxtaposition of two or more objects and that each object shall be construed and have effect as an independent power and in the event of any ambiguity the said objects shall be construed in such a way as to widen and not restrict the powers of the Association.

4. LIABILITY

- 4.1 The liability of the members of the Association is limited.
- 4.2 Every member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up whilst such member is a member or within one year after the member ceases to be a member the payment of the debts and liabilities of the Association contracted before the member ceased to be a member and of the costs charges and expenses of winding up and for the adjustments of the rights for members among themselves such amount may be required but not exceeding the sum of one dollar (\$1.00)

5. MEMBERSHIP

- 5.1 The members of the Association upon incorporation shall be those persons listed in Schedule 2 hereof and all applications for membership thereafter shall be in accordance with Clause 5.4 hereof. Such application shall be submitted to the Committee, and the Committee may at its sole discretion accept or reject such application.

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- 5.2 Membership of the Association shall be open to Aboriginal persons normally and permanently resident in:
- (a) the Region
 - (b) such other locations as the Committee shall from time to time determine.
- 5.3
- (a) Persons listed in Schedule 3 (if any) annexed hereto shall become members of this Association immediately upon such persons attaining the age of 18 years.
 - (b) Persons referred to in sub-clause 5.1 hereof capable of sharing in all or any distribution of funds and all such persons shall be deemed to hold a notional interest in all assets of the Association.
- 5.4 Applications for membership shall be in writing and shall be in the form that appears hereunder:

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6.4 The office bearers of the Committee shall be

- . Chairman/Public Officer
- . Deputy Chairman
- . Secretary
- . Treasurer

These officers shall be elected by the members of the Committee at the first meeting of the Committee and thereafter shall be elected at the Annual General Meeting of the Association. Such officeholders shall retire at each Annual General Meeting but shall be eligible for re-election.

6.5 The quorum necessary for the transaction of the business of the Committee shall be that as fixed by the Committee and until fixed shall be five (5).

6.6 Matters requiring determination by the Committee shall, unless the Committee otherwise decides be determined by unanimous vote. The Chairman of the Committee shall not have a second or casting vote.

6.7 The Committee shall meet at such times and place as the Committee shall determine provided that the Chairman may at any time and the Secretary upon the written request of any two (2) members of the Committee call a meeting of the Committee.

6.8 Subject to Clause 6.7 notice of not less than seven (7) days of each meeting of the Committee shall be given to each member of the Committee.

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7. DISCLOSURE OF INTEREST

- 7.1 Any member of the Committee who is directly or indirectly interested in a contract or arrangement or proposed contract or arrangement with the Association shall declare the nature of such member's interest at a meeting of the Committee and a record of such declaration shall be made in the minutes of that meeting.
- 7.2 Any declaration of interest which is required to be made pursuant to Clause 7.1 hereof shall be made at the first meeting of the Committee at which the contract or arrangement is first taken into consideration if such interest then exists and in any other case at the first meeting of the Committee after the acquisition of the interest. A member may vote in respect of any contract or arrangement in which he is so interested.

8. VACATION OF OFFICE

- 8.1 The position of a member of the Committee shall become vacant:
- (a) upon a member's decease;
 - (b) if a member becomes mentally ill or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - (c) if a member resigns such member's position by notice in writing to the Association.



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9. GENERAL MEETINGS

- 9.1 The first general meeting of the Association shall be held within three (3) months of incorporation.
- 9.2 A general meeting of the Association, to be known as the "Annual General Meeting", shall be held each year within three months after the thirtieth day of June in each and every year, all other general meetings of the Association shall be known as "Extraordinary General Meetings".
- 9.3 The first Annual General Meeting of the Association shall be held within three (3) months of 30 June 1982.
- 9.4 An Extraordinary General Meeting of the Association shall be called by the Secretary on the written request of not less than one-fifth of the members of the Association. Such written request shall state the objects of the meeting and must be signed by members requiring such meeting.
- 9.5 A quorum for a general meeting shall be twenty (20) members and notice of each general meeting shall be given to all members.
- 9.6 The ordinary business of the Annual General Meeting shall be:
- . to confirm minutes of the last preceding general meeting;
 - . to receive and consider all Annual Reports and Financial Statements in respect of the Association;
 - . to transact such other business of the Association as may properly be dealt with.
- 9.7 The Chairman of the Committee shall preside as Chairman at every general meeting of the Association.



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- 9.8 All members shall be entitled to attend, speak and vote at general meetings of the Association. Such members shall have one vote.
- 9.9 Unless these Rules otherwise stipulate at any general meeting all resolutions shall be decided in such manner as the majority of members present at such general meeting determine. The Chairman shall not have a second or casting vote.

10. FINANCE

- 10.1 Within seven (7) days of the incorporation of this Association there shall be established a banking account in the name of the Association into which all moneys received shall be paid as soon as possible after receipt.
- 10.2 All cheques drawn on such accounts and other negotiable instruments for and on behalf of the Association shall be signed in such manner as determined by the Committee from time to time but until such determination is made all cheques or negotiable instruments shall require the signature of three members of the Committee.
- 10.3 Notwithstanding anything hereinbefore contained, no moneys shall be paid out of all or any of the funds referred to in Clause 10.1 hereof until the provisions of Clause 10.8 hereof have been fully complied with.
- 10.4 Estimates of expenditure shall be prepared by the Committee. A copy of all the completed estimates will then be forwarded to the Northern Land Council for approval by that Council.
- 10.5 The estimates will relate to expenditure on programs which are within the scope of the objects outlined in sub-clause 3.11 herein. The estimates shall also include estimates of administrative costs, direct grants, loans and proposed direct grants. Particulars of all estimates will be posted on the Association's Notice Board for a period of one month to enable members

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of the Association to raise objections to these estimates and no moneys shall be expended under these estimates during the above period.

- 10.6 Any member of the Association may object to an item or items of expenditure as posted pursuant to Clause 10.5 hereof, by making a complaint either to the Committee or to the Northern Land Council.
- 10.7 The Committee shall ensure that the moneys of the Associations are not expended otherwise than in accordance with the estimates of expenditure after approval of the estimates by the Northern Land Council.
- 10.8 The amount of the expenditure by the said Association in relation to the matter or matters covered by an item in the estimates may exceed the amount specified in the item by an amount not exceeding twenty percent (20%) of the amount approved.

11. ACCOUNTS

- 11.1 The Committee shall cause to be prepared a statement of the accounts for the Association up to the end of the financial year and shall submit such statement of accounts to the Annual General Meeting of the Association and for approval by the Northern Land Council.
- 11.2 The financial year of the Association shall end on the thirtieth day of June in each and every year.

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- Top left: A vertical signature.
- Top center: A large signature, possibly "D. J. O'P".
- Bottom right: A signature and a set of initials.

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12. COMMON SEAL

- 12.1 The Association shall have a common seal which shall only be used by authority of the Committee and every instrument to which the seal is affixed shall be signed by two members of the Committee or by some other person appointed by the Committee for that purpose.

13. DISPUTES

- 13.1 Disputes between the Association and its members or the Committee and any or all of the sub-committees shall be settled in accordance with the procedures established by Aboriginal customs.
- 13.2 In the event of a dispute not being settled within a period of three (3) months from the date of commencement of the dispute the Association will call upon the Northern Land Council to conciliate.
- 13.3 If such conciliation fails to resolve the matter within a further period of three (3) months the Northern Land Council will appoint an independent arbitrator to decide the issue between the parties.

14. AMENDMENT OF RULES

- 14.1 The Rules, including the objects, may only be altered or repealed by a resolution at a general meeting of the Association, which resolution must be passed by a majority of not less than three-fourths of the members present and entitled to vote at such general meeting. Notice in writing of such general meeting detailing the proposed alteration or repeal must be given to each member at least seven (7) days prior to such general meeting being held.

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15. WINDING UP

15.1 The Association may be wound up by its members in accordance with the Associations Incorporation Act.

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SCHEDULE NO. 1DJABULUKGU ASSOCIATION COMMITTEE

| NAME | ADDRESS |
|------------------------|------------------------------|
| Toby Gangale | C/- ANPWS, Nourlangie |
| Big Bill Neidji | C/- ANPWS, Cannon Hill |
| Jacob Nayinggul | Mikginj Valley, via Oenpelli |
| Frank Djandjul | Jabiru |
| Jimmy Namandjalawokwok | Mudginberri |
| Jasper Woodie | Oenpelli |
| George Gamarawu | Oenpelli |
| Michael Bangalang | Oenpelli |
| Tony Bangalang | Oenpelli |
| Peggy Balmana | Oenpelli |
| Elizabeth Thompson | Humpty Doo |
| Jane Christopherson | Humpty Doo |

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SCHEDULE NO. 2

DJABULUKGU ASSOCIATION

MEMBERSHIP LIST

Membership list as provided by
Traditional Owners.

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SCHEDULE NO. 3

DJABULUKGU ASSOCIATION

CONTINGENT MEMBERS

List of Contingent Members as
provided by Dr Peter Sutton.

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| | |
|------------------------|--------------|
| NORTHERN TERRITORY | |
| Assessment | 9202105 |
| Stamp Duty Paid | \$5.00 |
| Late Lodgement Penalty | \$20.00 |
| Late Payment Penalty | \$1991 |
| Initials | Date 27/3/92 |

THIS AGREEMENT is made on 24 December

BETWEEN: ENERGY RESOURCES OF AUSTRALIA LTD (A.C.N. 008 550 865) of Level 18, Gateway, 1 Macquarie Place, Sydney, New South Wales, 2000 ("ERA").

AND: NORTHERN LAND COUNCIL of 9 Rowling Street, Casuarina, Northern Territory, 0810 ("NLC").

RECITALS

- A. ERA owns the Ranger Uranium Project and has purchased the Jabiluka Project and wishes to be operator of the Jabiluka Project.
- B. Pursuant to clause 27.1 of the Jabiluka Agreement (as detailed below), the rights of the operator of the Jabiluka Project cannot be assigned without the consent of the NLC, which consent shall not be unreasonably withheld.
- C. It may in due course be proposed that the Jabiluka Deposits be milled on the Ranger Project Area.
- D. The NLC has statutory responsibility to protect the interests of the traditional Aboriginal owners of the Jabiluka Project Area and the Ranger Project Area.
- E. The NLC has agreed to give the consent referred to in Recital B on condition that ERA executes this Agreement.

OPERATIVE PROVISIONS

1. Milling at Ranger

The parties acknowledge and agree that in order for the Jabiluka Deposits to be milled on the Ranger Project Area and without limiting the rights which

the NLC may otherwise have pursuant to the Aboriginal Land Rights (Northern Territory) Act 1976, the consent shall be required of the NLC, to be given in accordance with the direction of the traditional Aboriginal owners of the Ranger Project Area, which consent may be refused or given subject to conditions.

2. **Operator of the Jabiluka Project**

The Parties agree that Clause 1.1 of the Deed of Agreement between the Northern Land Council and Pancontinental Mining Limited and Getty Oil Development Company Limited dated 21 July 1982 ("the Jabiluka Agreement") shall be amended by adding to the end of the definition of "Pancon" – "and, subject to clause 27.1, the operator from time to time of the Jabiluka Project".

3. **Djarr-Djarr**

The Parties agree that for the purposes of clause 8 of the Jabiluka Agreement Pancon or any Related Corporations shall offer the sub-clause 8.2 property at depreciated value for taxation purposes or market value, whichever is less.

4. **Nabarlek Traditional Aboriginal Owners**

The Parties agree that all references in the Jabiluka Agreement to the "Kunwinjku Trading Association Inc" shall be amended to read "Nabarlek Traditional Aboriginal Owners Aboriginal Corporation".

5. **NLC Consent**

The NLC consent referred to in Recital B above has been given on the date of this Agreement.

6. Consequential Obligations

The Parties hereby covenant to take all such action and to enter all such deeds and agreements as may be reasonably required in order to give full force and effect to each provision of this Deed.

SIGNED SEALED AND DELIVERED by
ENERGY RESOURCES OF AUSTRALIA LTD
by authority of its Board of Directors
in the presence of:

[Signature]
.....
Company Secretary

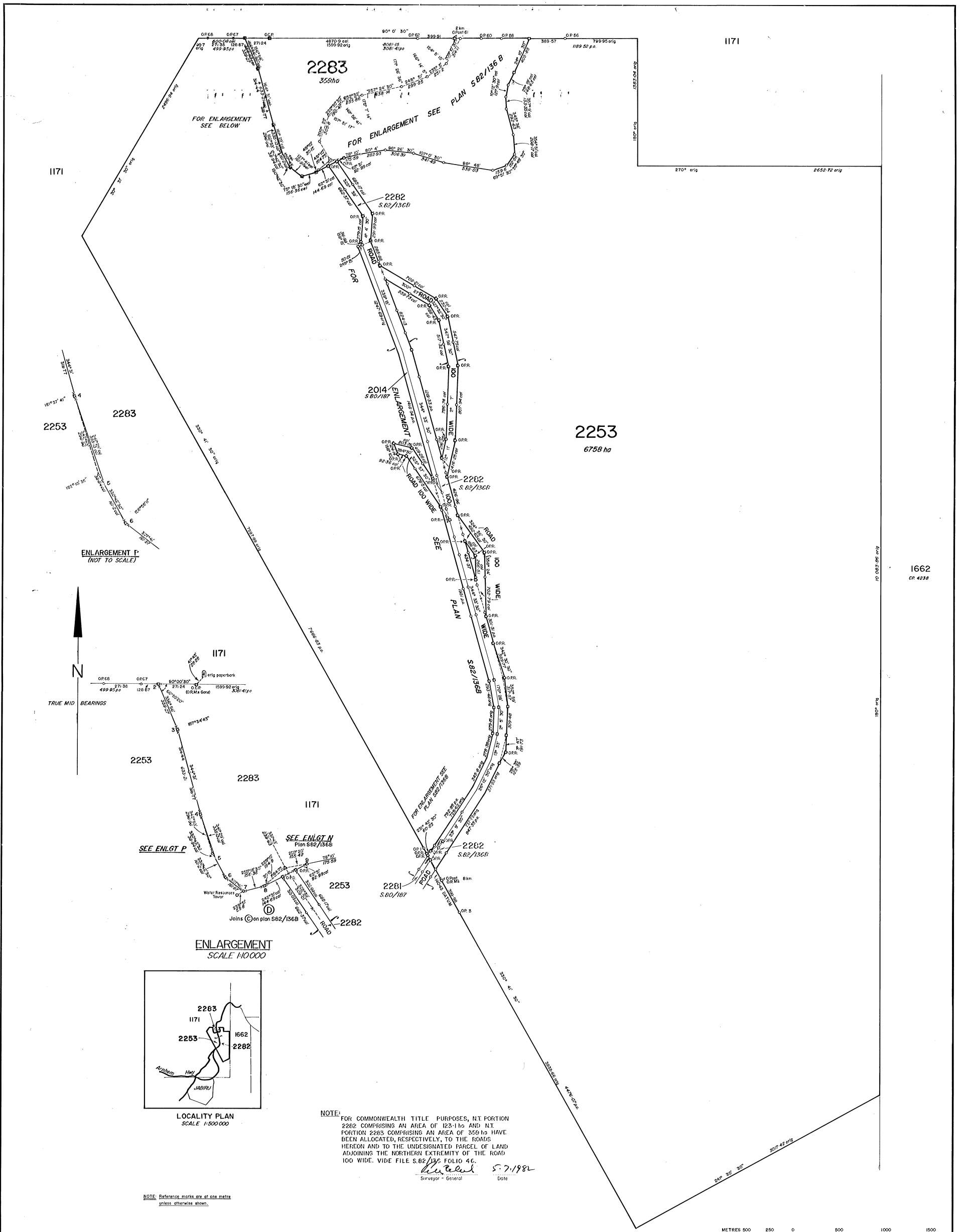
)
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.....
Director and Chief Executive



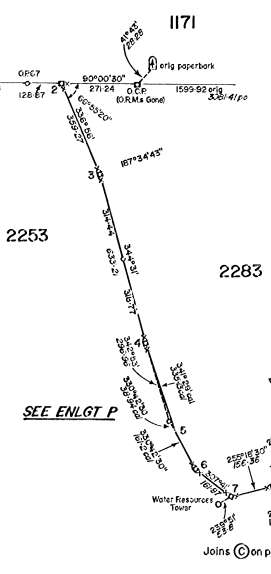
SIGNED SEALED AND DELIVERED by
MICHAEL J DODSON, Director, as delegate
of the Northern Land Council under delegation
given at its 56th NLC Meeting

[Signature] (BI Medina)
.....
Witness

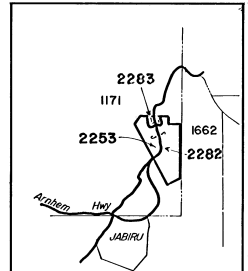
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ENLARGEMENT I
(NOT TO SCALE)



ENLARGEMENT
SCALE 1:10000



LOCALITY PLAN
SCALE 1:500000

NOTE: FOR COMMONWEALTH TITLE PURPOSES, N.T. PORTION 2282 COMPRISING AN AREA OF 123.1 ha AND N.T. PORTION 2283 COMPRISING AN AREA OF 359 ha HAVE BEEN ALLOCATED, RESPECTIVELY, TO THE ROADS HEREON AND TO THE UNDESIGNATED PARCEL OF LAND ADJOINING THE NORTHERN EXTREMITY OF THE ROAD 100 WIDE. VIDE FILE S.82/136 FOLIO 4C.

[Signature] 5.7.1982
Surveyor-General Date

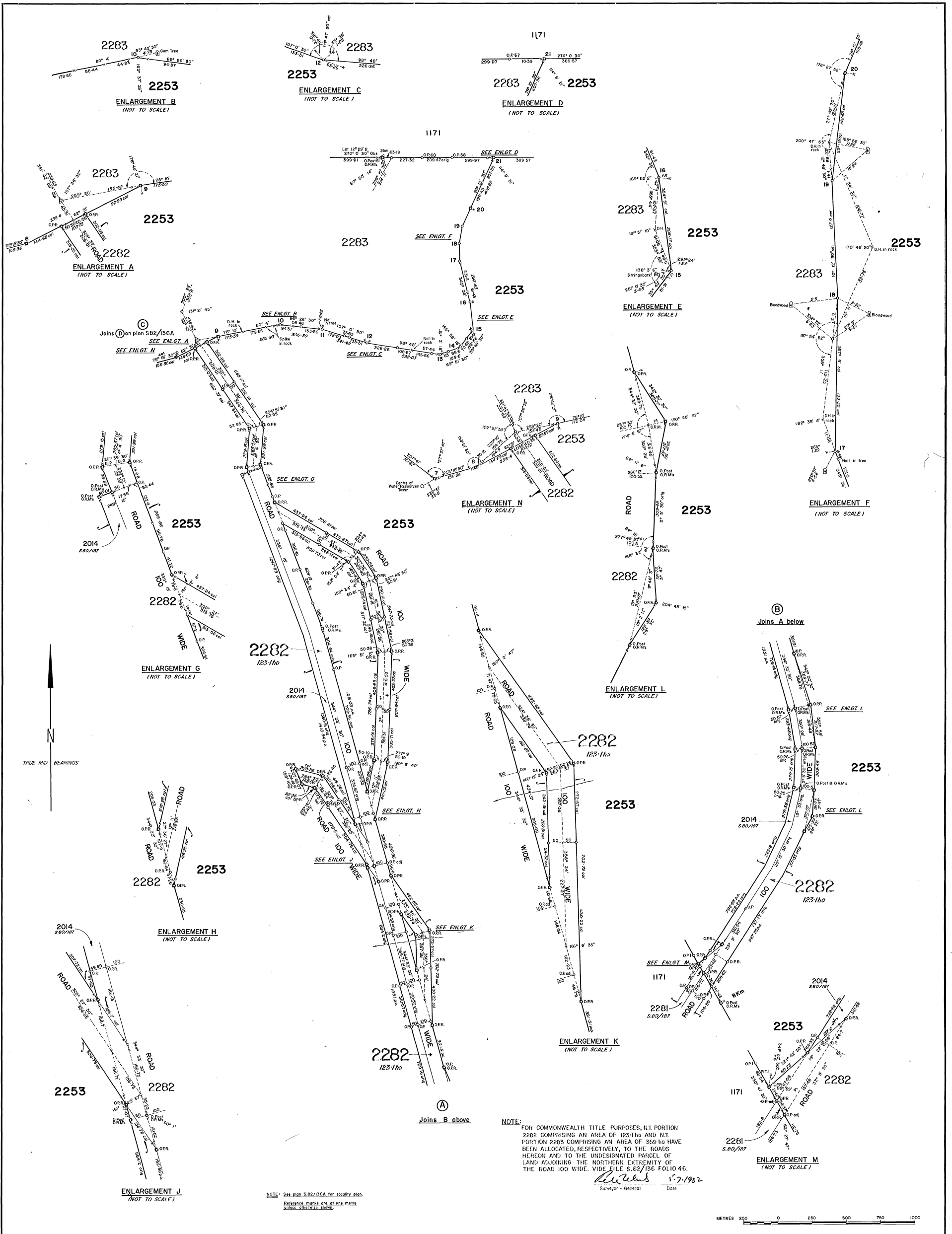
NOTE: Reference marks are of one metre unless otherwise shown.



| SURVEYOR'S CERTIFICATE I, RICHARD CLARKE, hereby certify that the survey represented on this plan was carried out by me or under my immediate supervision and was completed on 6 MAY 1982 and that this survey has been executed in accordance with the Licensed Surveyors Act and the Regulations thereunder. <i>[Signature]</i> 2.6.82 Licensed Surveyor Date | | AMENDMENTS <table border="1"> <thead> <tr> <th>No</th> <th>REFERENCE</th> <th>DETAILS</th> <th>APPROVED</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>S82/136/59</td> <td>Additional survey marks placed and boundary amendments to N.T. Portions 2253 and 2283 vide field book S82/136.</td> <td><i>[Signature]</i> Surveyor-General</td> <td>12.8.82</td> </tr> </tbody> </table> | | No | REFERENCE | DETAILS | APPROVED | DATE | 1 | S82/136/59 | Additional survey marks placed and boundary amendments to N.T. Portions 2253 and 2283 vide field book S82/136. | <i>[Signature]</i> Surveyor-General | 12.8.82 | LEGEND Concrete Block ■ Concrete Post □ Wooden Post, Peg or Stake ○ Reference Mark × Lockpost ⊕ Fence Post ⊙ AZIMUTH A Assumed from _____ B Observed at _____ Latitude Datum _____ derived from N.T.A.019 _____ | | SCALE 1 : 15 000 N.T. PORTIONS 2253 AND 2283 Alligator Rivers Locality S82/136A SHEET 1 OF 2 | |
|---|------------|--|--|---------|-----------|---------|----------|------|---|------------|--|--|---------|--|--|--|--|
| No | REFERENCE | DETAILS | APPROVED | DATE | | | | | | | | | | | | | |
| 1 | S82/136/59 | Additional survey marks placed and boundary amendments to N.T. Portions 2253 and 2283 vide field book S82/136. | <i>[Signature]</i> Surveyor-General | 12.8.82 | | | | | | | | | | | | | |
| SURVEY APPROVED <i>[Signature]</i> 11.6.1982 Surveyor-General Date | | PASSED <i>[Signature]</i> 11.6.82 Chief Draftsman Date | | | | | | | | | | | | | | | |

COPY TO L.T.O. 11-6-82 AMENDED COPY TO L.T.O. 7-7-82.

10.2.83



| SURVEYOR'S CERTIFICATE I, <u>BORROR RICHARD CLARKE</u> , hereby certify that the survey represented on this plan was carried out by me or under my immediate supervision and was completed on <u>6 MAY 1982</u> and that this survey has been executed in accordance with the Licensed Surveyors Act and the Regulations thereunder. <u>R. Clarke</u> 2.6.82 Licensed Surveyor Date | | AMENDMENTS <table border="1"> <thead> <tr> <th>No</th> <th>REFERENCE</th> <th>DETAILS</th> <th>APPROVED</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>S82/136/59</td> <td>Additional survey marks placed Field Book 682/136</td> <td><u>R. Clarke</u></td> <td>2.6.82</td> </tr> </tbody> </table> | | No | REFERENCE | DETAILS | APPROVED | DATE | 1 | S82/136/59 | Additional survey marks placed Field Book 682/136 | <u>R. Clarke</u> | 2.6.82 | LEGEND Concrete Block \blacksquare Concrete Post \bullet Wooden Post, Peg or Stake \times Reference Mark \circ Lockpost \times Fence Post \oplus AZIMUTH A. Assumed from B. Observed at Latitude Datum 122.23'S ... derived from N.T.S. O.P. | | N.T. PORTION 2282 AND PART BOUNDARIES OF N.T. PORTIONS 2253 AND 2283 Alligator Rivers Locality SCALE 1 : 10 000 S82/136B SHEET 2 OF 2 | |
|---|------------|--|------------------|-------------------------|-----------|---------|----------|------|---|------------|---|------------------|--------|---|--|---|--|
| No | REFERENCE | DETAILS | APPROVED | DATE | | | | | | | | | | | | | |
| 1 | S82/136/59 | Additional survey marks placed Field Book 682/136 | <u>R. Clarke</u> | 2.6.82 | | | | | | | | | | | | | |
| SURVEY APPROVED <u>R. Clarke</u> 11.6.1982 Surveyor-General Date | | PASSED <u>R. Clarke</u> 11.6.82 Chief Draftsman Date | | Surveyor - General Date | | | | | | | | | | | | | |

COPY TO L.T.O. 11-6-82 AMENDED COPY TO L.T.O. 7-7-82.

10.2.83

Date Registered: 29/06/1982

Volume 052 Folio 153

Duplicate Certificate as to Title issued? Yes

SEARCH CERTIFICATE

N.T. Portion 2253 from plan(s) S 82/136A&
Area under title is 67 square kilometres 58 hectares

Owner:

Jabiluka Aboriginal Land Trust
of 9 Rowling Street, Casuarina NT 0810

| Registered Date | Dealing Number | Description |
|-----------------|----------------|---|
| 27/02/2023 | 990200 | Previous title is Volume 052 Folio 153 Correction to Register |

End of Dealings

IMPORTANT MESSAGE: This title information is compiled from the paper register and may be incomplete. Please refer to the scanned image of the paper title for further details. Contact Land Titles Office staff for assistance.

COMMONWEALTH OF AUSTRALIA

ABORIGINAL LAND RIGHTS (NORTHERN TERRITORY) ACT 1976

SECTION 12

DEED OF GRANT

WHEREAS} an Aboriginal Land Trust by the name of the **JABILUKA ABORIGINAL LAND TRUST}** has been established pursuant to section 4 of the Aboriginal Land Rights (Northern Territory) Act 1976.

AND WHEREAS} the Minister of State for Aboriginal Affairs has recommended to me that a grant of an estate in fee simple in the land described hereunder be made to the said Aboriginal Land Trust

NOW THEREFORE I, SIR ZELMAN COWEN}, a member of Her Majesty's Most Honourable Privy Council, Knight of The Order of Australia, Knight Grand Cross of the Most Distinguished Order of Saint Michael and Saint George, Knight Grand Cross of The Royal Victorian Order, Knight of The Most Venerable Order of the Hospital of Saint John of Jerusalem, one of Her Majesty's Counsel learned in the law, Governor-General of the Commonwealth of Australia and Commander-in-Chief of the Defence Force acting in accordance with the said recommendation, **DO HEREBY GRANT}** to the **JABILUKA ABORIGINAL LAND TRUST}** an Estate in Fee Simple subject to the provisions of the Aboriginal Land Rights (Northern Territory) Act 1976 and subject to the conditions reservations and exceptions hereinafter contained in **ALL THAT}** land in the Northern Territory of Australia containing an area of 6758 hectares more or less being Northern Territory Portion 2253 and being more particularly shown on Survey Plans S82/136A and S82/136B which plans have been deposited with the Registrar- General, Darwin in the said Territory **BUT EXCLUDING THEREFROM}** first, all that land on which there is at the time of the execution of this Deed of Grant any of the roads over which at the said time the public has a right of way, namely each of the roads described in Schedule One hereto and the land adjacent to each of the said roads and within 50 metres on each side of the centre line thereof, and being more particularly shown on the said Survey Plans, second, Northern Territory Portion 2014, third, all that land being the corridor 100 metres wide adjacent to and on the eastern side of the said Northern Territory Portion 2014 being the land set aside for the realignment of part of the Oenpelli Road and being more particularly shown on the said Survey Plans.

AND I HEREBY RESERVE AND EXCEPT} to the Commonwealth of Australia the right to any minerals existing in their natural condition, or in a deposit of waste material obtained from any underground or surface working, on or below the surface of the said land, being minerals all interests in which are vested in the Commonwealth of Australia with full power and authority for the Commonwealth of Australia its officers servants and agents and such person or persons as shall from time to time be authorised by it them or any of them to enter upon the said

Date Registered: 29/06/1982

Volume 052 Folio 153

Duplicate Certificate as to Title issued? Yes

land and to search for mine dig and remove those minerals and the right of full and free ingress egress and regress into out of and upon the land hereby granted for the several purposes aforesaid or any of them.

AND I HEREBY RESERVE AND EXCEPT} to the Northern Territory of Australia the right to any minerals existing in their natural condition, or in a deposit of waste material obtained from any underground or surface working, on or below the surface of the said land, being minerals all interests in which are vested in the Northern Territory of Australia with full power and authority for the Northern Territory of Australia its officers servants and agents and such person or persons as shall from time to time be authorised by it them or any of them to enter upon the said land and to search for mine dig and remove those minerals and the right of full and free ingress egress and regress into out of and upon the land hereby granted for the several purposes aforesaid or any of them.

SCHEDULE ONE

1. Road from the Arnhem Highway to Oenpelli.
2. Road from the Oenpelli Road to the Pancontinental Mining Limited Campsite at Djarrdjarr.

NT Portion

2253

*Refer to survey plans
S 82/136A & B for
cadastral detail*

Date Registered: 29/06/1982

Volume 052 Folio 153

Duplicate Certificate as to Title issued? Yes



NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information

The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: N.T. Portion 02253 plan(s) S 82/136A&

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register

(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title

CUFT 052 153 (order 2)

Tenure Type

ESTATE IN FEE SIMPLE

Tenure Status

Current

Area Under Title

67 square kilometres 58 hectares

Owners

Jabiluka Aboriginal Land Trust
9 Rowling Street, Casuarina NT 0810

Easements

(none found)

Scheme Name

(none found)

Scheme Body Corporate Name

(none found)

Reserved Name(s)

(none found)

Unit Entitlements

(none found)

Transfers

22/07/1982 for agreement

Tenure Comments

(none found)

Historic Titles

CUFT 052 153 (order 1)

CUFT 053 184 (order 1)

Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5354)**Address**

KAKADU

Survey Plan

S 82/136A

Survey Status

Approved

Parcel Status

CURRENT

Parcel Area

67 square kilometres, 58 hectares

Map Reference

Code 229 Scale 100000 Sheet 00.00

Code 035 Scale 500000 Sheet 00.05

Parent Parcels

N.T. Portion 01171 plan(s) S 000000

Parcel Comments

SUBDIVISION OF NT PORTION 1171 - S82/136. LISTED IN NATIONAL TRUST REGISTER - S85/1083/48. WITHIN JABILUKA SPECIAL MINERAL LEASE 120 - S80/188. VSAMA FOR KAKADU LOCALITY, NTG G21 22/05/2013.

Survey Comments

(none found)

Proposed Easements

(none found)

Local Government Area

WEST ARNHAM SHIRE

Region

DARWIN

Custodian - Valuer General (+61 8 8995 5375)**Owner's Last Known Address**

Jabiluka Aboriginal Land Trust, 9 ROWLING STREET, CASUARINA NT 0810

Unimproved Capital Value

Custodian - Property Purchasing (+61 8 8999 6886)

Acquisitions
(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)

Building Control Areas
(none found)

Building Permits
(none found)

Visit the website <http://www.nt.gov.au/building/>

Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)

Planning Scheme Zone
NOZONE (No NT Planning Scheme zone applies)

Overlays: The following overlays may apply to your land

- CNV - Clearing of Native Vegetation
- LADR - Land Adjacent to Designated Roads

Refer to the NT Planning Scheme 2020 for more information.

Strategic Frameworks:
(none found)

Interim Development Control Orders
(none found)

Planning Notes
The NT Planning Scheme may apply to development on this land.

Planning Applications
(none found)

Custodian - Pastoral Estate - Vegetation Assessment Unit (+61 8 8999 4454)
(none found)

Visit the website for information on Pastoral land permits.

Custodian - Power and Water Corporation (1800 245 092)

Meters on Parcel

| | |
|---------------------------|--------------|
| Power Water - Electricity | (none found) |
| Power Water - Water | (none found) |

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)

Swimming Pool/Spa Status
(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Department of Industry, Tourism and Trade (+61 8 8999 5263)

Mineral Titles

| Title ID | Status | Title Type | Expiry Date | Legislation |
|----------|-------------|--------------------------|-------------|-------------------------|
| EL9644 | Application | Exploration Licence | | Mineral Titles Act 2010 |
| MLN1349 | Application | Mineral Lease (Northern) | | Mineral Titles Act 2010 |
| MLN1350 | Application | Mineral Lease (Northern) | | Mineral Titles Act 2010 |
| MLN1530 | Application | Mineral Lease (Northern) | | Mineral Titles Act 2010 |
| MLN1531 | Application | Mineral Lease (Northern) | | Mineral Titles Act 2010 |
| MLN1532 | Application | Mineral Lease (Northern) | | Mineral Titles Act 2010 |
| MLN1533 | Application | Mineral Lease (Northern) | | Mineral Titles Act 2010 |
| MLN1 | Granted | Mineral Lease (Northern) | 11/08/2024 | Mineral Titles Act 2010 |
| RL33778 | Granted | Reserve Land | | Mineral Titles Act 2010 |

For additional information contact the Mineral Titles Team on +61 8 8999 5322

Energy Titles

| Title ID | Status | Title Type | Expiry Date | Legislation |
|----------|---------|-----------------------|-------------|--------------------|
| RB227 | Granted | Reservation of Blocks | | Petroleum Act 1984 |
| RB244 | Granted | Reservation of Blocks | | Petroleum Act 1984 |

For additional information contact the Petroleum Tenure Team on +61 8 8999 5263

Land Access Agreements

(none found)

For additional information contact the Land Access Team on +61 8 8999 6442

For further information contact as above or visit the website <https://strike.nt.gov.au>

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment

(none found)

For further information contact Environment Protection Authority or visit the website <https://ntepa.nt.gov.au/your-business/public-registers/contaminated-land-audits>

Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:

(none found)

For further information on heritage places contact Heritage Branch or visit the website <https://nt.gov.au/property/land/heritage-register-search-for-places-or-objects>

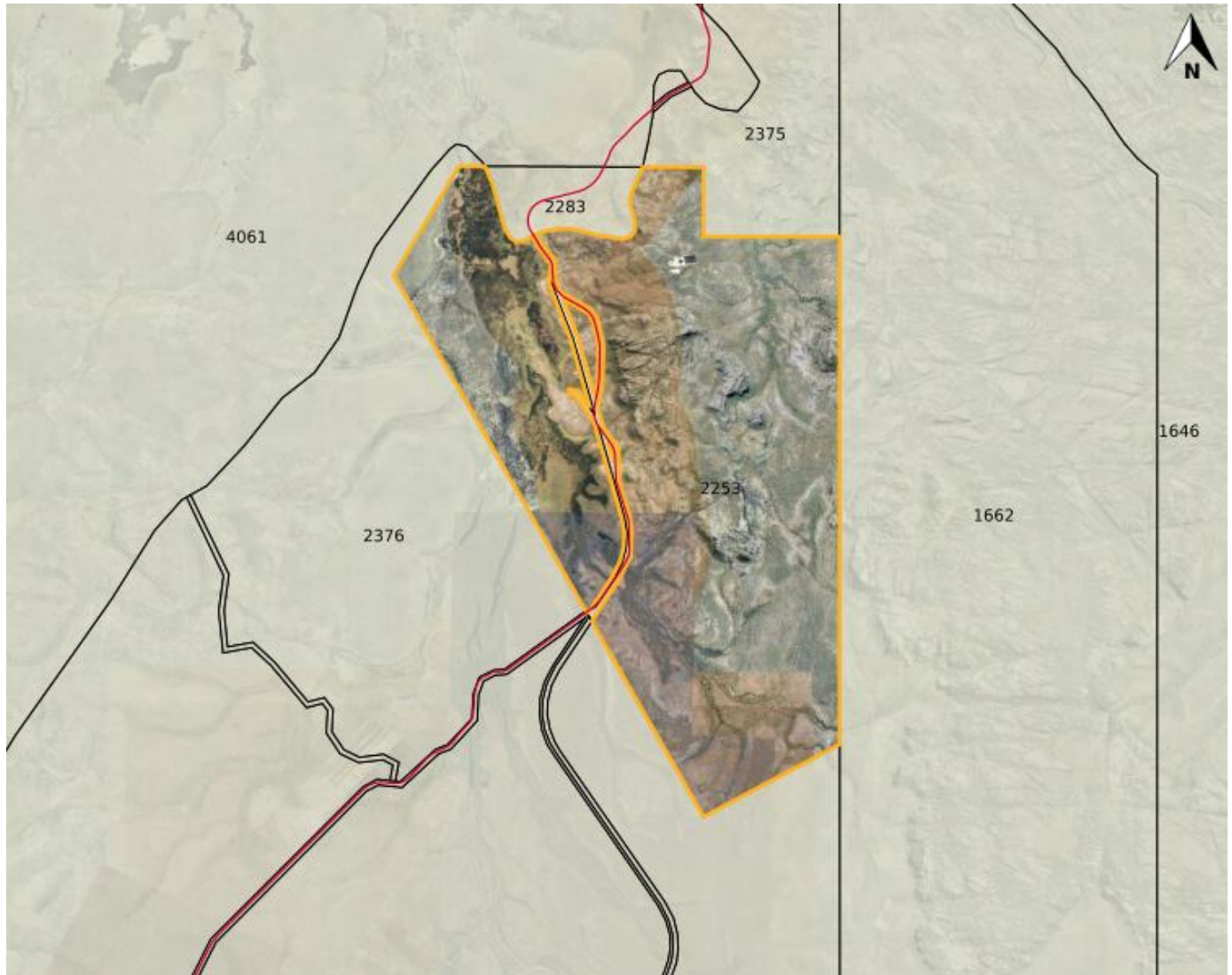
Other Interests

For Account balances, contact West Arnhem Shire

The Aboriginal Land Rights (NT) Act imposes restrictions on the rights of the registered proprietor to deal with this land.

Aboriginal Land Claim. Contact Land Administration on 8999 6827.

Locality Diagram



Date Registered: 29/06/1982

Volume 052 Folio 153

Duplicate Certificate as to Title issued? Yes

Title is Cancelled

SEARCH CERTIFICATE

N.T. Portion 2253 from plan(s) S 82/136A&
Area under title is 67 square kilometres 58 hectares

Owner:

Jabiluka Aboriginal Land Trust
of Jabiluka NT

| Registered Date | Dealing Number | Description |
|-----------------|----------------|---|
| | | Previous title is Volume 053 Folio 184 |
| 27/02/2023 | 990200 | Correction to Register |
| 18/02/1992 | 259607 | Change of Address |

End of Dealings

IMPORTANT MESSAGE: This title information is compiled from the paper register and may be incomplete. Please refer to the scanned image of the paper title for further details. Contact Land Titles Office staff for assistance.



NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information

The information contained in this record of Administrative Interests only relates to the below parcel reference.

Parcel Reference: N.T. Portion 02253 plan(s) S 82/136A&

(See section 38 of the Land Title Act)

Note: The Record of Administrative Interests and Information is not part of the Land Register and is not guaranteed by the Northern Territory of Australia, and the NT Government accepts no Liability for any omission, misstatement or inaccuracy contained in this statement.

Registrar General

Government Land Register

(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title

CUFT 052 153 (order 2)

Tenure Type

ESTATE IN FEE SIMPLE

Tenure Status

Current

Area Under Title

67 square kilometres 58 hectares

Owners

Jabiluka Aboriginal Land Trust
9 Rowling Street, Casuarina NT 0810

Easements

(none found)

Scheme Name

(none found)

Scheme Body Corporate Name

(none found)

Reserved Name(s)

(none found)

Unit Entitlements

(none found)

Transfers

22/07/1982 for agreement

Tenure Comments

(none found)

Historic Titles

CUFT 052 153 (order 1)

CUFT 053 184 (order 1)

Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5354)**Address**

KAKADU

Survey Plan

S 82/136A

Survey Status

Approved

Parcel Status

CURRENT

Parcel Area

67 square kilometres, 58 hectares

Map Reference

Code 229 Scale 100000 Sheet 00.00

Code 035 Scale 500000 Sheet 00.05

Parent Parcels

N.T. Portion 01171 plan(s) S 000000

Parcel Comments

SUBDIVISION OF NT PORTION 1171 - S82/136. LISTED IN NATIONAL TRUST REGISTER - S85/1083/48. WITHIN JABILUKA SPECIAL MINERAL LEASE 120 - S80/188. VSAMA FOR KAKADU LOCALITY, NTG G21 22/05/2013.

Survey Comments

(none found)

Proposed Easements

(none found)

Local Government Area

WEST ARNHAM SHIRE

Region

DARWIN

Custodian - Valuer General (+61 8 8995 5375)**Owner's Last Known Address**

Jabiluka Aboriginal Land Trust, 9 ROWLING STREET, CASUARINA NT 0810

Unimproved Capital Value

Custodian - Property Purchasing (+61 8 8999 6886)**Acquisitions**

(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)**Building Control Areas**

(none found)

Building Permits

(none found)

Visit the website <http://www.nt.gov.au/building/>**Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)****Planning Scheme Zone**

NOZONE (No NT Planning Scheme zone applies)

Overlays: The following overlays may apply to your land

- CNV - Clearing of Native Vegetation
- LADR - Land Adjacent to Designated Roads

Refer to the NT Planning Scheme 2020 for more information.

Strategic Frameworks:

(none found)

Interim Development Control Orders

(none found)

Planning Notes

The NT Planning Scheme may apply to development on this land.

Planning Applications

(none found)

Custodian - Pastoral Estate - Vegetation Assessment Unit (+61 8 8999 4454)

(none found)

Visit the website for information on Pastoral land permits.

Custodian - Power and Water Corporation (1800 245 092)**Meters on Parcel**

Power Water - Electricity (none found)

Power Water - Water (none found)

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)**Swimming Pool/Spa Status**

(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Department of Industry, Tourism and Trade (+61 8 8999 5263)

Mineral Titles

| Title ID | Status | Title Type | Expiry Date | Legislation |
|----------|-------------|--------------------------|-------------|-------------------------|
| EL9644 | Application | Exploration Licence | | Mineral Titles Act 2010 |
| MLN1349 | Application | Mineral Lease (Northern) | | Mineral Titles Act 2010 |
| MLN1350 | Application | Mineral Lease (Northern) | | Mineral Titles Act 2010 |
| MLN1530 | Application | Mineral Lease (Northern) | | Mineral Titles Act 2010 |
| MLN1531 | Application | Mineral Lease (Northern) | | Mineral Titles Act 2010 |
| MLN1532 | Application | Mineral Lease (Northern) | | Mineral Titles Act 2010 |
| MLN1533 | Application | Mineral Lease (Northern) | | Mineral Titles Act 2010 |
| MLN1 | Granted | Mineral Lease (Northern) | 11/08/2024 | Mineral Titles Act 2010 |
| RL33778 | Granted | Reserve Land | | Mineral Titles Act 2010 |

For additional information contact the Mineral Titles Team on +61 8 8999 5322

Energy Titles

| Title ID | Status | Title Type | Expiry Date | Legislation |
|----------|---------|-----------------------|-------------|--------------------|
| RB227 | Granted | Reservation of Blocks | | Petroleum Act 1984 |
| RB244 | Granted | Reservation of Blocks | | Petroleum Act 1984 |

For additional information contact the Petroleum Tenure Team on +61 8 8999 5263

Land Access Agreements

(none found)

For additional information contact the Land Access Team on +61 8 8999 6442

For further information contact as above or visit the website <https://strike.nt.gov.au>

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment

(none found)

For further information contact Environment Protection Authority or visit the website <https://ntepa.nt.gov.au/your-business/public-registers/contaminated-land-audits>

Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:

(none found)

For further information on heritage places contact Heritage Branch or visit the website <https://nt.gov.au/property/land/heritage-register-search-for-places-or-objects>

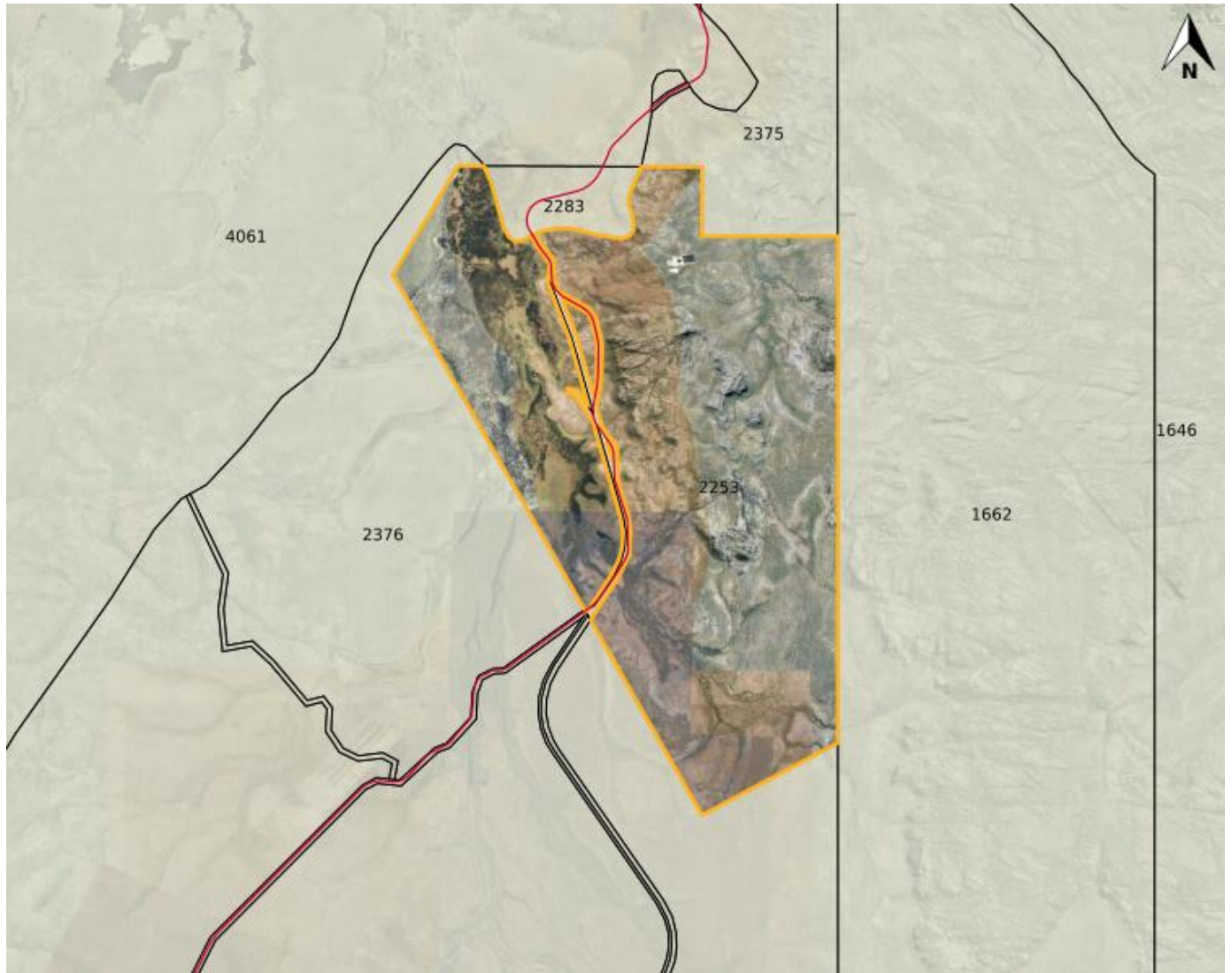
Other Interests

For Account balances, contact West Arnhem Shire

The Aboriginal Land Rights (NT) Act imposes restrictions on the rights of the registered proprietor to deal with this land.

Aboriginal Land Claim. Contact Land Administration on 8999 6827.

Locality Diagram



Date Registered: 09/07/1982

Volume 053 Folio 184

Duplicate Certificate as to Title issued? Yes

Title is Cancelled**SEARCH CERTIFICATE**

N.T. Portion 2253 from plan(s) S 82/136A&
Area under title is 67 square kilometres 58 hectares

Owner:

Commonwealth of Australia

| Registered Date | Dealing Number | Description |
|-----------------|----------------|---|
| 27/02/2023 | 990200 | Correction to Register |
| 22/07/1982 | 115362 | Transfer to NT of Aust.of all minerals except under Atomic Energy Act |
| End of Dealings | | |

IMPORTANT MESSAGE:This title information is compiled from the paper register and may be incomplete. Please refer to the scanned image of the paper title for further details. Contact Land Titles Office staff for assistance.

Pursuant to Memorandum of Acquisition No. 110914

THE COMMONWEALTH OF AUSTRALIA

is the proprietor of an estate in fee simple subject nevertheless to such encumbrances liens and interests as are notified by memorial underwritten or endorsed hereon in any minerals existing in their natural condition, or in a deposit of waste material obtained from any underground or surface working, on or below the surface of all that land in the DARWIN AND GULF DISTRICT being Northern Territory Portion 2253 and being more particularly shown on Survey Plans S82/136A and S82/136B (such land being hereinafter called "the land"), being minerals all interests in which are vested in the Commonwealth of Australia with full power and authority for the Commonwealth of Australia its officers servants and agents and such person or persons as shall from time to time be authorised by it them or any of them to enter upon the land and to search for mine dig and remove those minerals and the right of full and free ingress egress and regress into out of and upon the land for the several purposes aforesaid or any of them.

Partial Transfer vide LTO Instrument No. 115362 to the Northern Territory of Australia subject to the reservation contained in the schedule hereto) all its right title and interest in minerals which now are or at any time hereafter may be found in upon or under the land.

SCHEDULE

1. The Commonwealth hereby reserves and excepts to itself all right title and interest to all prescribed substances within the meaning of the Atomic Energy Act 1953 and the regulations made under that Act existing in on or below the surface of the land and with full power and authority for the Commonwealth its officers servants and agents and such person or persons as shall from time to time be authorised by it them or any of them to enter upon the land and to search for mine dig and remove any or all of the said prescribed substances and the right of full and free ingress egress and regress into out of and upon the land for the several purposes aforesaid or any of them.

2. In this Schedule a reference to an enactment or regulation includes any enactment or regulation amending the enactment or regulation referred to or passed or made in lieu thereof.

NT Portion

2253

*Refer to survey plans
S 82/136A & B for
cadastral detail*

Date Registered: 09/07/1982

Volume 053 Folio 184

Duplicate Certificate as to Title issued? Yes



NORTHERN TERRITORY OF AUSTRALIA

Record of Administrative Interests and Information

Record of Administrative Interests and Information

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Parcel Reference: N.T. Portion 02253 plan(s) S 82/136A&

(See section 38 of the Land Title Act)

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Registrar General

Government Land Register

(none found)

Custodian - Registrar General (+61 8 8999 6252)

Current Title

CUFT 052 153 (order 2)

Tenure Type

ESTATE IN FEE SIMPLE

Tenure Status

Current

Area Under Title

67 square kilometres 58 hectares

Owners

Jabiluka Aboriginal Land Trust
9 Rowling Street, Casuarina NT 0810

Easements

(none found)

Scheme Name

(none found)

Scheme Body Corporate Name

(none found)

Reserved Name(s)

(none found)

Unit Entitlements

(none found)

Transfers

22/07/1982 for agreement

Tenure Comments

(none found)

Historic Titles

CUFT 052 153 (order 1)

CUFT 053 184 (order 1)

Visit the website http://www.nt.gov.au/justice/bdm/land_title_office/

Custodian - Surveyor General (+61 8 8995 5354)**Address**

KAKADU

Survey Plan

S 82/136A

Survey Status

Approved

Parcel Status

CURRENT

Parcel Area

67 square kilometres, 58 hectares

Map Reference

Code 229 Scale 100000 Sheet 00.00

Code 035 Scale 500000 Sheet 00.05

Parent Parcels

N.T. Portion 01171 plan(s) S 000000

Parcel Comments

SUBDIVISION OF NT PORTION 1171 - S82/136. LISTED IN NATIONAL TRUST REGISTER - S85/1083/48. WITHIN JABILUKA SPECIAL MINERAL LEASE 120 - S80/188. VSAMA FOR KAKADU LOCALITY, NTG G21 22/05/2013.

Survey Comments

(none found)

Proposed Easements

(none found)

Local Government Area

WEST ARNHAM SHIRE

Region

DARWIN

Custodian - Valuer General (+61 8 8995 5375)**Owner's Last Known Address**

Jabiluka Aboriginal Land Trust, 9 ROWLING STREET, CASUARINA NT 0810

Unimproved Capital Value

Custodian - Property Purchasing (+61 8 8999 6886)**Acquisitions**

(none found)

Custodian - Building Advisory Service (+61 8 8999 8965)**Building Control Areas**

(none found)

Building Permits

(none found)

Visit the website <http://www.nt.gov.au/building/>**Custodian - Town Planning and Development Assessment Services (+61 8 8999 6046)****Planning Scheme Zone**

NOZONE (No NT Planning Scheme zone applies)

Overlays: The following overlays may apply to your land

- CNV - Clearing of Native Vegetation
- LADR - Land Adjacent to Designated Roads

Refer to the NT Planning Scheme 2020 for more information.

Strategic Frameworks:

(none found)

Interim Development Control Orders

(none found)

Planning Notes

The NT Planning Scheme may apply to development on this land.

Planning Applications

(none found)

Custodian - Pastoral Estate - Vegetation Assessment Unit (+61 8 8999 4454)

(none found)

Visit the website for information on Pastoral land permits.

Custodian - Power and Water Corporation (1800 245 092)**Meters on Parcel**

Power Water - Electricity (none found)

Power Water - Water (none found)

For Account balances, contact the Power and Water Corporation.

Custodian - Pool Fencing Unit (+61 8 8924 3641)**Swimming Pool/Spa Status**

(none found)

For more information, contact the Pool Fencing Unit (+61 8 8924 3641).

Custodian - Department of Industry, Tourism and Trade (+61 8 8999 5263)

Mineral Titles

| Title ID | Status | Title Type | Expiry Date | Legislation |
|----------|-------------|--------------------------|-------------|-------------------------|
| EL9644 | Application | Exploration Licence | | Mineral Titles Act 2010 |
| MLN1349 | Application | Mineral Lease (Northern) | | Mineral Titles Act 2010 |
| MLN1350 | Application | Mineral Lease (Northern) | | Mineral Titles Act 2010 |
| MLN1530 | Application | Mineral Lease (Northern) | | Mineral Titles Act 2010 |
| MLN1531 | Application | Mineral Lease (Northern) | | Mineral Titles Act 2010 |
| MLN1532 | Application | Mineral Lease (Northern) | | Mineral Titles Act 2010 |
| MLN1533 | Application | Mineral Lease (Northern) | | Mineral Titles Act 2010 |
| MLN1 | Granted | Mineral Lease (Northern) | 11/08/2024 | Mineral Titles Act 2010 |
| RL33778 | Granted | Reserve Land | | Mineral Titles Act 2010 |

For additional information contact the Mineral Titles Team on +61 8 8999 5322

Energy Titles

| Title ID | Status | Title Type | Expiry Date | Legislation |
|----------|---------|-----------------------|-------------|--------------------|
| RB227 | Granted | Reservation of Blocks | | Petroleum Act 1984 |
| RB244 | Granted | Reservation of Blocks | | Petroleum Act 1984 |

For additional information contact the Petroleum Tenure Team on +61 8 8999 5263

Land Access Agreements

(none found)

For additional information contact the Land Access Team on +61 8 8999 6442

For further information contact as above or visit the website <https://strike.nt.gov.au>

Custodian - NT Environment Protection Authority (+61 8 8924 4218)

Results of site contamination assessment

(none found)

For further information contact Environment Protection Authority or visit the website <https://ntepa.nt.gov.au/your-business/public-registers/contaminated-land-audits>

Custodian - Heritage Branch (+61 8 8999 5039)

Heritage Listing:

(none found)

For further information on heritage places contact Heritage Branch or visit the website <https://nt.gov.au/property/land/heritage-register-search-for-places-or-objects>

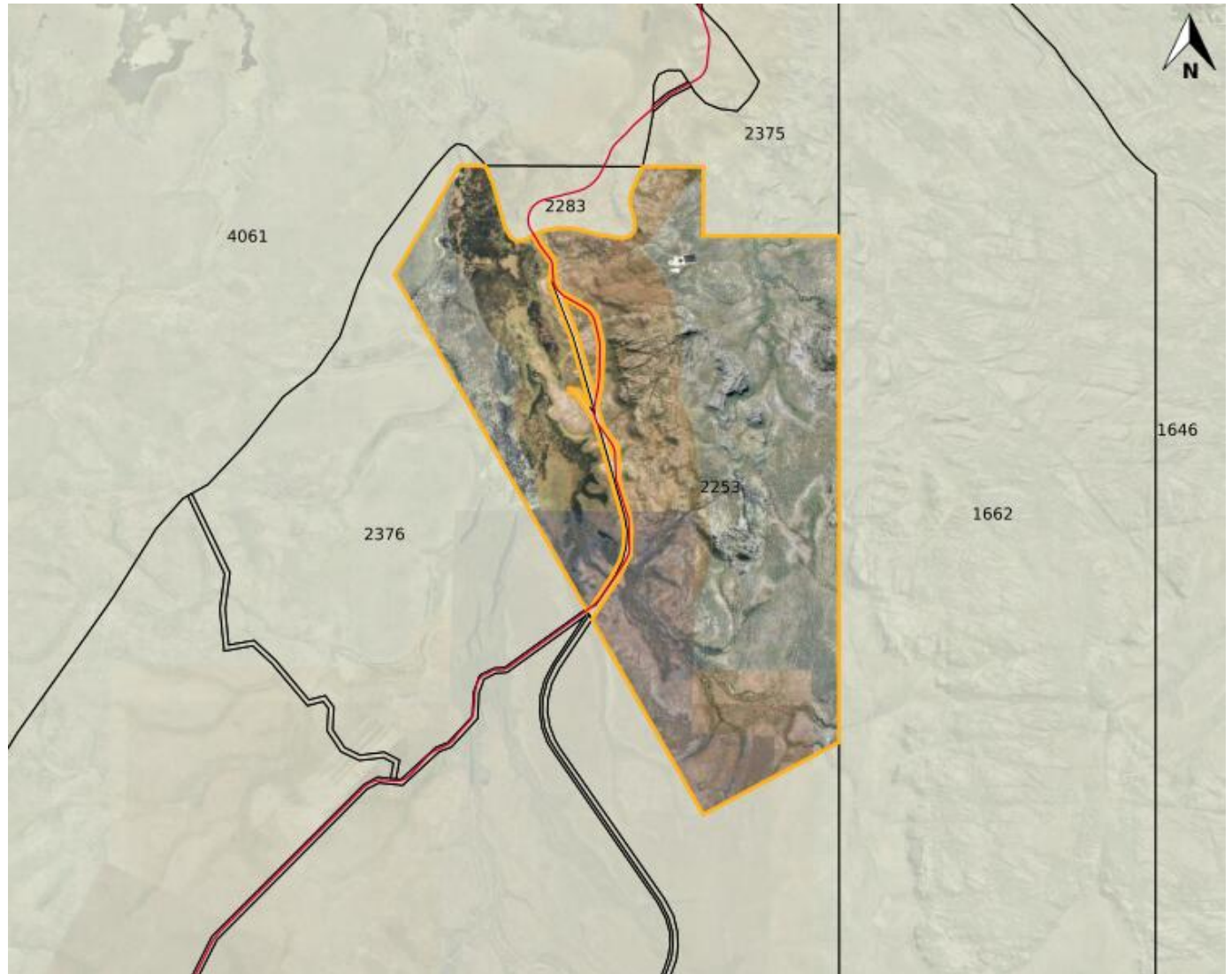
Other Interests

For Account balances, contact West Arnhem Shire

The Aboriginal Land Rights (NT) Act imposes restrictions on the rights of the registered proprietor to deal with this land.

Aboriginal Land Claim. Contact Land Administration on 8999 6827.

Locality Diagram





DEPARTMENT OF INDUSTRY, SCIENCE AND RESOURCES

Jabiluka Uranium Project Agreement Deed Poll

DATED: 26 MAY 1998

ENERGY RESOURCES OF AUSTRALIA LTD
("ERA")

and

NORTHERN LAND COUNCIL
("NLC")

DEED POLL

THIS DEED is made on 1998.

BY : ENERGY RESOURCES OF AUSTRALIA LTD (A.C.N. 008 550 865) of Level 18, Gateway, 1 Macquarie Place, Sydney 2000 ("ERA")

IN FAVOUR OF : NORTHERN LAND COUNCIL, a body corporate established by the Aboriginal Land Rights (Northern Territory) Act 1976 having its principal administrative office at Mitbul House, 9 Rowling Street, Casuarina in the Northern Territory of Australia ("NLC")

RECITALS :

- A On 21 July 1982, the Northern Land Council ("NLC") entered into an agreement (the "Mining Agreement") with Pancontinental Mining Limited and Getty Oil Development Company Limited (collectively "Pancontinental") relating to the Jabiluka Uranium Project pursuant to Section 43 of the *Aboriginal Land Rights (Northern Territory) Act 1976* (the "Act").
- B The benefit of the Mining Agreement has been assigned by Pancontinental to Energy Resources of Australia Limited ("ERA") with the consent of the NLC.
- C Pursuant to clause 3.2 of the Mining Agreement, ERA has submitted an application for change in concept of design and operation of the Jabiluka Project dated August 1997 (the "Application").
- D Pursuant to clause 3.2(h), a Committee (the "Committee") was appointed to consider the Application.
- E On 7 May 1998, the Committee approved the Application subject to ERA entering into a Deed Poll in the terms set out below.

OPERATIVE PROVISIONS :

1 GENERAL

- (1) ERA shall undertake the Jabiluka Project in accordance with the concepts of design and operation set out in the Application and the EIS, and, in the event of any inconsistency between any of the Application, the EIS and this Deed, the provisions of each shall apply in accordance with the following order of priority:-
 - (a) the Determination dated 7 May 1998 of the Committee, including this Deed,
 - (b) the Application,
 - (c) the EIS.
- (2) Nothing in this Deed shall compel ERA to proceed with or undertake the Jabiluka Project.

- (3) This Deed supersedes any previous offers by ERA to the NLC in relation to the same subject matter.

2 ENVIRONMENTAL PROTECTION

- (1) For the avoidance of doubt, ERA notes that:-
- (a) under the *Environment Protection (Impact of Proposals) Act 1974*, ERA is not entitled to commence construction of the Jabiluka Mill until assessment of the JMA Public Environmental Report has been completed pursuant to that Act (noting that assessment under that Act of the construction of the mine proposed in the Application has already been completed); and
 - (b) the Environmental Requirements are to be reviewed by the relevant authorities.

And ERA shall use its best endeavours to ensure that the NLC is invited to participate in such assessment and review and shall keep the NLC informed of the progress of and developments with respect to such assessment and review and shall, where requested by the NLC, promptly make submissions to the relevant authority incorporating the detailed comments of the NLC;

And ERA shall consider and take into account all reasonable suggestions or concerns in relation to environmental management and rehabilitation raised by the NLC prior to the completion of the aforesaid assessment and review.

- (2) ERA shall, at the same time it submits applications to any government or any governmental or other competent authority, provide the NLC with a copy of the said application and shall, if requested by the NLC, consult with the NLC about the application and shall take account of all reasonable suggestions made by the NLC in relation to the application.
- (3) ERA shall develop and implement the Action Plans described in Chapter 10 of the Jabiluka Mill Alternative: An Environmental Review to Supplement the Jabiluka EIS dated March 1998 (and to be included in the JMA Public Environmental Report), Overview Environmental Management Plan, in consultation with the NLC.
- (4) ERA shall provide to the NLC:-
 - (a) all baseline and other data and information collected by it, or otherwise obtained by it, in respect of the Project Area at the same time as it is submitted to government or any governmental or other competent authority; and
 - (b) details of each of the best practicable technology assessments referred to in the JMA Public Environmental Report.
- (5) Where under any requirement of government or any governmental or other competent authority ERA is required to undertake any consultations with or seek the views or opinions or approval of or provide any information to any Aboriginal

community in the region of the Jabiluka Project or any Aboriginal Affected in relation to any matter relating to the Jabiluka Project, then ERA shall request the NLC to undertake the consultations or obtain the views, opinions or approval of or provide information to the relevant Aboriginals and shall provide relevant information to the NLC in time to allow for appropriate distribution to and consideration by the relevant Aboriginals. This Clause (5) does not prevent ERA from providing any information to such Aboriginals.

- (6) If ERA proposes to seek the views or opinions or approval of any Aboriginal community in the region of the Jabiluka Project or any Aboriginal Affected in relation to any matter relating to the Jabiluka Project, then ERA shall request the NLC to obtain the views, opinions or approval of the relevant Aboriginals. This Sub-clause (6) does not prevent ERA from providing any information to such Aboriginals and from undertaking such communications with such Aboriginals as is reasonably required in order to give effect to the provisions of this Deed or the Mining Agreement.

3 FINANCIAL AND OTHER BENEFITS

- (1) In addition to the payments ERA is required to make under Clause 6 of the Mining Agreement, ERA shall make the following payments to the NLC for the benefit of the Aboriginals Affected:-

- A sum to be paid within thirty (30) days after each anniversary of the Commencement of Production being in respect of each such anniversary the sum, if any, calculated as a royalty of 0.0005% in accordance with the provisions of the Fourth Schedule of the Mineral Lease (as defined in the Mining Agreement) for each tonne of uranium concentrates from the Jabiluka Deposits in excess of 4,000 tonnes which during the 12 months prior to the relevant anniversary, is sold (or otherwise assessable) at an average contract price in excess of the threshold price per pound calculated under this sub-clause.
- And these payments are only to be made if the Jabiluka Project proceeds in the form of the Jabiluka Mill Alternative as described in the Application.

And to the extent that such provisions may not otherwise apply, ERA shall fulfil the obligations imposed on it and allow the NLC to exercise the rights it has under Clause 7 of the Mining Agreement as if the above payment were a payment under the Mining Agreement.

The threshold price per pound for the purpose of sub-clause 3(1) shall be calculated on the Commencement of Production and each anniversary thereof by increasing US\$15 by the Index Rate.

- (2) Unless paid prior to 1 July 2001 such sums as are to be paid by ERA under paragraphs 3(5)(a) and 8(8)(a) and 9(4)(a) and 11(1) this Deed and paragraphs (38)(a) and (39) of the Schedule to this Deed shall be increased by the last quarterly Index Number published before the date such sums are payable divided by the last quarterly Index Number last published before 1 July 2001.

- (3) ERA shall build or provide funding, and such other assistance for building houses as ERA and the Bininj Working Committee agree, for Aboriginals Affected, whether or not employed on the Jabiluka Project, in each of the first ten (10) years following the Commencement of Production in accordance with the following provisions:-
- (a) The location and design, as well as the builder and, if relevant, the lessee (which lessee may be an association of Aboriginals Affected), of such housing is to be determined from time to time by the Bininj Working Committee, provided that the Bininj Working Committee provides ERA with satisfactory evidence that:-
 - (i) the tender process for identifying the builder was undertaken in a fair and competitive manner, and
 - (ii) the lessee, if any, and the intended occupant(s) have been determined and nominated by the Bininj Working Committee.
 - (b) The housing may be built in Jabiru or within 80 km of Jabiru and will, if in Jabiru:-
 - (i) be in a then existing serviced area,
 - (ii) be the subject of long term leases (until the offer under paragraph 3(3)(e) is accepted or rejected), subject to the same, or, at ERA's absolute discretion, less, rental as ERA applies to its employees or non-employees, as the case may be, who reside in Jabiru, and
 - (iii) be serviced and maintained by ERA for so long as ERA retains an interest in the house, including the land upon which the house is built and other fixtures on that land.
 - (c) The Bininj Working Committee will nominate those Aboriginals who are to be offered accommodation in such housing.
 - (d) ERA's obligations under the preceding provisions of this Clause (3) shall not exceed in each year, the sum determined by increasing \$755,000 by the Index Rate at the commencement of each year.
 - (e) As soon as reasonably practicable after the date on which ERA ceases the mining and processing operations of the Jabiluka Project, ERA shall offer to transfer its interest in any of the houses built in Jabiru pursuant to or as a result of this Sub-clause 3(3), including the land upon which each of the houses is built and other fixtures on that land to the NLC, or an association of Aboriginals Affected nominated by the NLC for a cash sum not exceeding seventy percent (70%) of the market value of the relevant interests at the relevant time.
- (4) If ERA at any time decides to transfer any or its real property interests in [Lot 949, Jabiru], being the land, including fixtures, known as the Jabiru Sports and Social Club, or in [Lot 2016, Jabiru], being the land, including fixtures, known as

the Jabiru Supermarket, it shall first offer to sell such interests to the NLC, or an association of Aboriginals Affected nominated by the NLC, for a cash sum being no more than seventy percent (70%) of the then current market value and, if ERA so requires, subject to the following conditions:-

- (a) with respect to the Jabiru Sports and Social Club, that, until the completion of the mining and processing operations of the Jabiluka Project or ERA otherwise agrees, there be no takeaway Liquor sales; and
 - (b) with respect to the supermarket at Jabiru, that, until the completion of the mining and processing operations of the Jabiluka Project or ERA otherwise agrees, it be continue to be operated as such with experienced managers.
- (5) ERA shall pay to the NLC:-
- (a) within seven (7) days of the Commencement of Construction, the sum of \$250,000, and
 - (b) within seven (7) days of each anniversary of the Commencement of Construction until two (2) years after completion of the mining and processing operations of the Jabiluka Project, the sum determined by increasing \$100,000 by the Index Rate on each such anniversary,

which, together with any interest earned thereon, the NLC shall distribute at the directions from time to time of the Bininj Working Committee, after consulting appropriate women and women's associations, for establishing and operating a women's resource centre serving local Aboriginal women and related initiatives.

4 ABORIGINAL EMPLOYMENT, TRAINING AND BUSINESS OPPORTUNITIES

- (1) ERA shall use its best endeavours to ensure that the principles and intent of Clause 13 (Jabiru), Clause 16 (Employment, Training and Business Opportunities), except Paragraph 16.4(a), and Clause 19 (Cultural Appreciation) of the Mining Agreement are met and those principles are enhanced -
 - (a) at least to the extent expressly provided in this Deed, but
 - (b) except to the extent expressly provided in this Deed, without imposing any significant financial obligation on ERA.
- (2) ERA shall co-operate with other employers in the Region and at Oenpelli in order to maximise the employment of Aboriginals Affected.
- (3) ERA shall implement and adopt the practices and procedures and otherwise comply with the provisions of the Schedule of this Deed.

5 SACRED SITE PROTECTION AND CULTURAL HERITAGE MANAGEMENT

- (1) Except for access along the Oenpelli Road and except for the vents which ERA has proposed in the Application to construct on the complex (but subject to sub-clause 5(2)(b)), ERA shall not, without the prior written approval of the NLC,

enter upon or occupy any part of the surface area of the Boiwek-Almudj complex of sacred sites as depicted on maps to be provided by the NLC, which are more or less shown in Figure 2.3 of the Jabiluka Mill Alternative: An Environmental Review to Supplement the Jabiluka EIS dated March 1998.

- (2) For the purpose of implementing Sub-clause (1) above :-
 - (a) ERA shall realign the Access Road to a route acceptable to the NLC; and
 - (b) ERA shall comply with the decisions and requirements of the Aboriginal Area Protection Authority ("AAPA") established under the Northern Territory Sacred Sites Act (NT), with respect to whether or not the vents which ERA has proposed to construct on the Boiwek-Almudj complex of sacred sites can be constructed within those sites. For the purpose of this paragraph any determination of the relevant Northern Territory Minister inconsistent with the decision of the AAPA shall be disregarded.
- (3) If required, ERA will agree to the conferring of the status of a Sacred Site (as defined in the Mining Agreement) upon the Boiwek-Almudj complex of sacred sites as depicted in Figure 2.3 of Jabiluka Mill Alternative: An Environmental Review to Supplement the Jabiluka EIS dated March 1998.
- (4) ERA shall promptly report all breaches or suspected breaches of any of the requirements to which ERA is subject in the Mining Agreement and this Deed concerning the protection of sacred sites to the NLC and the Bininj Working Committee.
- (5) ERA shall establish and maintain a database of all of its employees, contractors, subcontractors, agents and invitees authorised to be on the Project Area, including the Fenced Area, from time to time, including details of the purpose for which access has been authorised and of the specific locations within the Project Area to which access is authorised.

6 ACCESS: HAULAGE ROAD ON THE JABILUKA PROJECT AREA

- (1) ERA shall not commence construction of the Haulage Road on the Project Area unless and until it has obtained such approvals and agreements as may be required:-
 - (a) from the NLC and relevant traditional Aboriginal owners under the Aboriginal Land Rights (Northern Territory) Act 1976; and
 - (b) under the Atomic Energy Act 1953, the Mining Act and the Uranium Mining (Environmental Control) Act 1979;

to entitle ERA to construct that part of the Haulage Road which it proposes to construct on Aboriginal Land outside the Project Area.

- (2) The preceding Sub-clause 6(1) does not prevent ERA from carrying out such planning, design, surveying and assessment as must be undertaken on the Project Area before the construction referred to in that Sub-clause can be undertaken,

provided that such planning, design surveying and assessments do not cause any material impact upon the environment.

7 EXTRACTIVE MINERALS

- (1) ERA shall, in consultation with the NLC, identify the locations of the areas from which it proposes to extract sand, gravel and other building or fill materials for the purposes of the Jabiluka Project, including all earthworks, roadworks and pond constructions.
- (2) Subject to Sub-clause 7(3) below, ERA shall pay to the NLC for the benefit of the relevant Aboriginals Affected compensation at commercial rates as apply in Darwin for equivalent quantities, excluding the cost of transportation to site, for each cubic metre of the materials it extracts.
- (3) ERA shall not be obliged to make any payments under this Clause 7 in respect of any materials extracted incidentally to undertaking the mining of the Jabiluka Deposits or the construction of retention ponds for rainwater run-off and of repositories for the tailings from the treatment of the Deposits. (For the avoidance of doubt, it is noted that the mining referred to in this Sub-clause (3) does not include the treatment and transport of the Deposits.)

8 SOCIAL IMPACT MONITORING

- (1) ERA acknowledges that a major mining project such as the Jabiluka Project and its associated developments has substantial impacts on local Aboriginal culture and society, some of which are detrimental, and wishes to promote a better understanding of the impacts and opportunities of the Jabiluka Project and associated developments and to develop initiatives and programs to address the detrimental impacts and enhance positive impacts and opportunities.
- (2) ERA shall request the NLC to establish, in consultation with Aboriginals Affected, a social impact monitoring committee ("the SIMC"), comprising up to five (5) Aboriginals Affected, three of whom will be nominated from time to time by the Traditional Owners, through the NLC, one of whom shall be nominated from time to time by the Bininj Working Committee and one of whom will be nominated from time to time by the Affected Aboriginals, through the NLC, to fulfil the functions set out below.
- (3) The objectives of the SIMC will be to:-
 - (a) identify the impacts of the Jabiluka Project and associated developments on Aboriginals Affected,
 - (b) analyse the causal processes producing such impacts, and
 - (c) develop, recommend and, to the extent appropriate, oversee the implementation of strategies and initiatives aimed at improving the health and well-being of Aboriginals Affected by minimising the negative impacts and maximising the positive impacts,

during and following completion of the Jabiluka Project.

- (4) In the performance of its objectives, the SIMC shall have regard to and, so far as is reasonably practical, shall co-ordinate its activities with any similar research and monitoring agencies or programs being undertaken in the Region, in particular, any similar research and monitoring under the Ranger Mining Agreement. The SIMC shall propose detailed programs for social impact research and monitoring of the Jabiluka Project incorporating, so far as may be required and resources permit, research and assessments which are largely (but not exclusively) within the fields of:-
- employment;
 - alcohol use and abuse;
 - anthropology;
 - social science;
 - economics;
 - health (including public health and health monitoring);
 - education;
 - town planning;
 - translation/interpretation and plain English.
- (5) The SIMC shall confer with and request appropriate assistance and advice from time to time from the Alligator Rivers Region Technical Committee and other relevant governmental and other competent authorities.
- (6) ERA shall co-operate in the implementation of the programs and the writing of the associated reports however this Sub-clause (6) shall not impose any financial obligation upon ERA additional to that set out in Sub-clause 8(8) below.
- (7) The SIMC shall regularly prepare reports on the social impact research and monitoring undertaken and proposed to be undertaken and distribute such reports to the NLC, ERA, the Bininj Working Committee and other appropriate persons and bodies.
- (8) Subject to the NLC undertaking to comply and complying with the provisions of this Clause 8 (Social Impact Monitoring), ERA shall make the following payments to the NLC:-
- (a) within seven (7) days of the Commencement of Construction, the sum of \$315,000, approximately \$215,000 of which is to be used to meet establishment costs and expenses;
 - (b) within seven (7) days of each anniversary of the Commencement of Construction until two (2) years after the completion of the mining and processing operations of the Jabiluka Project, the sum determined by

increasing \$100,000 by the Index Rate at the date of each such anniversary; and

- (c) thereafter within seven (7) days of each of the following three (3) anniversaries of the Commencement of Construction, the sum determined by increasing \$50,000 by the Index Rate at the date of each anniversary.

which, together with any interest thereon, the NLC will use towards meeting the administrative costs of the SIMC and the costs of undertaking social impact research and monitoring in accordance with the principles and procedures set out in this Clause 8 (Social Impact Monitoring).

- (9) ERA shall use its best endeavours to:-
- (a) implement or, where appropriate, to assist or co-operate in the implementation of the recommendations of the reports of the SIMC, and
- (b) where and to the extent relevant, encourage the Commonwealth and Northern Territory Governments and relevant governmental and other competent authorities, including authorities in Jabiru, to implement, assist or co-operate in the implementation of such recommendations,

including, without limiting the generality of the foregoing, recommendations relating to the availability or control of alcohol in Jabiru, unless such recommendations are unreasonable or impose an undue financial burden on ERA.

- (10) ERA notes that the nature, scope and methodology for social impact research and monitoring in the Region are currently under consideration in a number of contexts, notably, the negotiation of the Ranger Mining Agreement, and ERA shall, at the request of the NLC, give due consideration to amending this Clause 8 (Social Impact Monitoring), subject to the approval of the NLC, to reflect developments in those other contexts.

9 CONTROL OF ALCOHOL

- (1) ERA recognises the serious detrimental impact that alcohol has had and may continue to have on Aboriginals Affected and other members of the local Aboriginal community and seeks to co-operate in taking action to alleviate the impact of alcohol.
- (2) Unless the NLC otherwise agrees in writing, ERA shall take all reasonable actions to ensure that no alcohol is taken onto or consumed on the Project Area by any of its employees, contractors, subcontractors, agents or invitees.
- (3) ERA shall agree to the inclusion by the Bininj Working Committee in the Rules of Employment under Subclause 19.4 of the Mining Agreement of an Alcohol Code of Conduct.
- (4) ERA shall pay to the NLC:-
- (a) within seven (7) days of the Commencement of Construction, the sum of \$70,000; and

- (b) within seven (7) days of each anniversary of the Commencement of Construction until two (2) years after completion of the mining and processing operations of the Jabiluka Project, the sum determined by increasing \$70,000 by the Index Rate at the date of each such anniversary;

which, together with any interest earned thereon, the NLC shall distribute at the directions from time to time of the Bininj Working Committee for addressing alcohol related issues affecting Aboriginals Affected including programs which seek to minimise the detrimental impact of alcohol on the local Aboriginal population, which programs might include:

- the employment of a drug and alcohol counsellor;
- the development of a community education program;
- the establishment of a night patrol.

10 THE BININJ WORKING COMMITTEE

ERA acknowledges that particular care must be taken in establishing the procedures for and in the conduct of Bininj Working Committee meetings, so as to ensure that procedures and modes of operation do not constitute barriers to effective Aboriginal participation and that Aboriginal members of that Committee are not disadvantaged in any way and are given the best possible opportunity to participate. To this end, ERA shall adequately resource the Bininj Working Committee by funding a plain English/language interpreter and/or translation service on a casual basis as required by that Committee for use in the preparations for and during and in any follow-up arising from meetings of that Committee.

11 ADMINISTRATION

- (1) Within seven (7) days of the Commencement of Construction, ERA shall pay to the NLC the sum of \$100,000 to be used for the purposes referred to in clause 6.1(b) of the Mining Agreement.
- (2) ERA shall use its best endeavours to assist the NLC to obtain housing for those members of its staff who are substantially involved in the administration of the Mining Agreement and whom the NLC wishes to reside in Jabiru, but nothing in this Sub-clause (2) imposes any financial obligation upon ERA.

12 ASSIGNMENT

Clause 27 of the Mining Agreement shall apply, mutatis mutandis, as if this Deed were part of the Mining Agreement.

13 MINING AGREEMENT

- (1) Nothing in this Deed shall derogate from ERA's obligations or the rights of the NLC and Aboriginals Affected under the Mining Agreement or any other agreement concerning the Jabiluka Project to which it and the NLC are parties.

- (2) For the avoidance of doubt, ERA acknowledges that -
- (i) By this Deed, it is not intended to vary the terms of the Mining Agreement;
 - (ii) There is a substantial overlap between the obligations on ERA under the Deed and the obligations on ERA under the Mining Agreement, and
 - (iii) It is intended that the performance by ERA of its obligations under the Deed may constitute performance or part performance of obligations on ERA under the Mining Agreement.

14 GOVERNING LAW

This Deed shall be governed by and construed in accordance with the law from time to time in force in the Northern Territory of Australia.

15 DEFINITIONS

In this Deed, unless otherwise specified or necessarily implied, words and phrases shall have the same meaning as they have in the Mining Agreement.

"Access Road" means the vehicular access track connecting the Oenpelli Road to the eastern side of the Jabiluka outlier.

"Jabiluka Mill" means all aspects of the proposal for the development of the Jabiluka Project known as the Jabiluka Mill Alternative as described in the Application and the EIS which are not also aspects of the proposal known as the ERA Preferred Option or the Ranger Mill Alternative as described in the Application and the EIS.

"JMA Public Environmental Report" means the reports, including supplementary and final reports, prepared by or on behalf of ERA for the purposes of environmental impact assessment process under the Environmental Protection (Impact of Proposals) Act 1974 in relation to the proposed design and operation of the Jabiluka Mill Alternative as described in the Application.

"EIS" means the documents prepared by or on behalf of ERA entitled "Draft Environmental Impact Statement" dated October 1996 (including appendices), "Supplement to Draft EIS" dated June 1997 and "Jabiluka Mill Alternative - An Environmental Review to Supplement the Draft EIS" dated March 1998 and the JMA Public Environmental Report.

"Application" means the document entitled "Jabiluka Mining Project - Application for Change in Concept" dated August 1997, submitted by ERA pursuant to sub-clause 3.2 of the Mining Agreement, as amended by the document entitled "Proposed Amendments to Jabiluka Mill Alternative layout" dated February 1998.

"Environmental Requirements" means the environmental requirements set out in the Third Schedule to the Mineral Lease.

"Index Rate" means at any time the most recently published quarterly Index Number divided by the quarterly Index Number which was at the date of this Deed the most recently published quarterly Index Number.

"Mining Agreement" means the deed entitled "Jabiluka Uranium Project - Agreement Under Section 43 of the Aboriginal Land Rights (Northern Territory) Act 1976" dated 21 July 1982, including the annexures thereto, as varied from time to time in accordance with the terms thereof.

"Local Aboriginal" in Schedule 1 means an Aboriginal Affected.

"Haulage Road" means the proposed road running across the Project Area and the Ranger Project Area as described in the Application and the EIS, or any similar proposed road.

"Index Number" means the All Groups Consumer Price Index published quarterly by the Australian Bureau of Statistics.

"Liquor" means any intoxicating beverage.

"Local Aboriginal Business" means a business which is:-

- (a) conducted wholly by any Aboriginals Affected or by an incorporated association where at least:
 - (i) 40% of the members are Aboriginals Affected; and
 - (ii) 40% of the beneficial ownership is held by Aboriginals Affected, and
- (b) is nominated as such by the Bininj Working Committee.

"Local Aboriginal Employment Officer" means the person occupying the position of or responsible for performing the functions of the local Aboriginal Employment Officer as referred to in paragraph (3) of the Schedule to this Deed.

"Training Officer" means the person occupying the position of or responsible for performing the function of the training officer as referred to in paragraph (3) of Schedule 1 of this Deed.

"Ranger Mining Agreement" means any agreement between the NLC and the Commonwealth under Part IV of the Aboriginal Land Rights (Northern Territory) Act 1976 relating to the mining, treatment and transport of uranium ores and concentrates from the Ranger Project Area as described in Schedule 2 of that Act.

"Alligator Rivers Region Technical Committee" means the committee with that name referred to in Attachment A to the Memorandum of understanding dated 28 September 1995 between the Commonwealth of Australia and the Northern Territory of Australia or any person or body which may take the place of that committee performing a substantially similar function to that committee.

"Employment Report" means a report of the type described in paragraph (6) of Schedule 1 of this Deed.

"Employment Plan" means the employment plan referred to in Clause 16.15 of the Mining Agreement which is to be read with paragraphs (1) and (2) of the Schedule to this Deed.

THE COMMON SEAL of ENERGY)
RESOURCES OF AUSTRALIA)
LIMITED is affixed in accordance with)
its articles of association in the presence)
of:

G. Mallett

Secretary/Director

GARY MALLET

Name of Secretary/Director (print)

P. Shirvington

Director

PHILLIP SHIRVINGTON

Name of Director (print)



SCHEDULE

(Clause 4 of the Deed Poll by ERA dated [])

ABORIGINAL EMPLOYMENT, TRAINING AND BUSINESS OPPORTUNITIES**Employment Plan**

- (1) The employment plan referred to in Clause 16.15 of the Mining Agreement ("the Employment Plan") shall be reviewed and submitted quarterly by ERA.
- (2) The Employment Plan shall include:-
 - (a) identification of the "core competencies" required of employees in relation to each position referred to in Paragraph 16.15(a) of the Mining Agreement;
 - (b) identification of the skills and experience deficits in relation to those identified by the employment team under Subclause 16.13 of the Mining Agreement as potential trainees, employees and persons wishing to tender for contracts related to the Jabiluka Project;
 - (c) identification of the barriers to Local Aboriginal employment, training and contracting;
 - (d) details of specific programs and actions proposed to be undertaken, or being undertaken, by ERA to overcome deficits and barriers required to be identified above;
 - (e) a summary of any concerns raised by Aboriginal employees;
 - (f) details of how these concerns have or will be addressed, or, if they will not be addressed, why they will not be addressed;
 - (g) the details of a formal promotions procedure;
 - (h) such other matters as ERA, NLC or the Bininj Working Committee consider relevant to be included from time to time.

Local Aboriginal Employment Officer

- (3) ERA shall designate a senior employee, acceptable to the Bininj Working Committee, as the Local Aboriginal Employment Officer, whose responsibilities will include the following:-
 - assisting in the maintenance of the Employment Register referred to below;
 - overseeing and being responsible for the implementation of the Mentor Scheme referred to below;
 - supervising and implementing the voluntary exit interview system to identify reasons why any Aboriginal employment has been terminated and any concerns

which the leaving employee had about the work place or any employment conditions;

- preparing Employment Reports;
- over seeing/implementing the recruitment program;
- implementing the Employment Plan; and
- maintaining the casual labour pool referred to below.

Employment Register

- (4) The Bininj Working Committee shall, in consultation with ERA and the NLC, keep and maintain, or arrange to be kept and maintained, an Employment Register which shall, to the extent required to give effect to the provisions of this Schedule 1, be available to either the NLC or ERA on request and will include the following details:-
- a list of all Local Aboriginals employed on or identified as being interested in work on the Jabiluka Project;
 - the skills and competencies held by, and the experience of, each such person;
 - a list of the employment occupational categories which may be suitable for each such person;
 - details of all positions previously held by each such person;
 - identification of the training programs and/or other experience or qualifications recommended to enable each such person to attain employment and/or promotion on the Jabiluka Project.
- (5) ERA shall make use of the Employment Register for the purpose of filling vacant positions, revising the Employment Plan and formulating Training Plans.

Employment Reports

- (6) ERA shall provide to the NLC and the Bininj Working Committee, quarterly Employment Reports on Local Aboriginal employment strategies setting out relevant information including details of:
- the numbers of Local Aboriginals who have been employed on the Jabiluka Project;
 - the occupational positions in which each has been employed;
 - the type of position that each has held, that is, permanent, part-time, casual or like classification, as defined in accordance with generally accepted standards;
 - the extent to which ERA has made use of the Casual Employment Pool as against its total labour workforce for that quarter;

- how this information compares with the Aboriginal Employment Targets and the Employment Plan;
- identified barriers to the employment of Local Aboriginals in connection with the Jabiluka Project;
- concerns raised by Local Aboriginal employees, including those in the Mentor Scheme;
- measures taken or proposed to be taken to address the barriers and concerns to be identified above and consequential suggestions for the amendment of the Employment Plan;
- the source material from which the Employment Report was prepared.

Aboriginal Employment Targets

- (7) As soon as reasonably practicable after the Commencement of Construction and shortly after each fifth (5th) anniversary of the Commencement of Construction ERA shall, in consultation with the NLC and the Bininj Working Committee, establish Aboriginal Employment Targets for the employment of Local Aboriginals on the Jabiluka Project expressed as a percentage of the total labour force employed on the Jabiluka Project. ERA notes that its current view is that at least 25 positions should be filled by Local Aboriginals by the 5th anniversary of the Commencement of Production, including both direct employment as well as employment by contractors and sub-contractors working on the Jabiluka Project. For the avoidance of doubt, this sub-clause does not require ERA to obtain the approval or consent of the NLC or the Bininj Working Committee to the Aboriginal Employment Targets.
- (8) If the Aboriginal Employment Targets are not met, then ERA must:-
- (a) provide written reasons to the Bininj Working Committee and the NLC as to why this has occurred and set out its proposals, which shall be subject to the approval of the Bininj Working Committee, for ensuring that this does not happen in the future; and
 - (b) provide a payment at the end of each calendar year to the NLC which shall be allocated at the direction of the Bininj Working Committee for use in programs and initiatives for the promotion of Local Aboriginal employment opportunities, whether or not associated with the Jabiluka Project, such payment being calculated in accordance with the following formula:-

$$\frac{A}{5} \times B$$

where

A = the base wage or salary (before tax) payable to an individual holding the relevant position; and

B = the number of years which have elapsed between the target date when the relevant position should have been filled by a Local Aboriginal and the calendar year when the payment is being made.

But, under this Sub-clause (8):-

- (i) ERA is not obliged to make a payment in respect of any position which it has offered to a Local Aboriginal on the Employment Register who is suitable for the position and who is not otherwise employed and for whom there is available accommodation and transport in accordance with Sub-clauses (23) to (26) (Aboriginal Employee Accommodation) and (28) (Transport) below; and
- (ii) the total amount payable by ERA in each year shall not exceed the aggregate of fifty percent (50%) of the base wages or salaries (before tax) of the relevant positions.

Recruitment

- (9) ERA shall ensure that, as each vacant position arises in respect of the Jabiluka Project, it is to be referred to the Employment Officer who is to consider whether:-
 - (a) suitable candidates for the position are listed in the Employment Register;
 - (b) there are persons listed in the Register who may, with some specified extra training, be suitable for the position and is to identify the extra training which would be required to make that person suitable for the position.
- (10) ERA is to ensure that information about all vacant positions and training opportunities is disseminated effectively to the Local Aboriginals by means approved or suggested by the Bininj Working Committee.

Preferential Employment Policy

- (11) ERA shall give first preference for all vacant positions to Local Aboriginals provided they have the necessary competencies. This first preference system also applies to the transfer of Local Aboriginal employees to vacant positions. The assessment of Aboriginal candidates against the core competencies identified for each position is, as may be the case with other candidates, to include consideration of prior in-house and on the job training/experience in lieu of formal qualifications which may otherwise be required.
- (12) In consultation with the Bininj Working Committee, ERA shall develop and implement an affirmative action policy for female Local Aboriginals.

Employment Benefits and Conditions and the Work Place

- (13) ERA recognises that in order to maximise Local Aboriginal employment it is necessary to tailor employment benefits and conditions and to provide a work place which is conducive to Local Aboriginal participation.

- (14) ERA will develop a work place which is conducive to Local Aboriginal employment, and in this regard will consult with the Bininj Working Committee. Initiatives will include, but not be limited to:
- (a) evaluation of candidates for employment on the basis of their sensitivity for inter-cultural contact;
 - (b) inviting at least one Local Aboriginal, to be nominated by the Bininj Working Committee, on interview panels for all permanent positions and, in respect of the following interviews, but not otherwise, ERA shall meet the reasonable costs associated with the nominees attendance at each interview:-
 - (i) interviews held in the Region or in Darwin or Oenpelli, and
 - (ii) interviews for the positions which will undertake the responsibilities:-
 - (A) of the Local Aboriginal Employment Officer,
 - (B) of the Training Officer,
 - (C) under Clause 16.21 of the Mining Agreement, and
 - (D) Aboriginal liaison officers; and
 - (c) prompt disciplinary action against employees who exhibit negative discriminatory attitudes towards Aboriginal employees and/or Aboriginal culture.
- (15) ERA shall use its best endeavours to adopt appropriate flexibility in working conditions.

Casual Labour Pool

- (16) To the extent that ERA requires labourers for short term labouring positions, ERA shall, by its Local Aboriginal Employment Officer (who may contract an association of Local Aboriginals to undertake the task), maintain a pool of Local Aboriginal labourers who are available on a casual basis for short term labouring positions. A specified portion of ERA's labouring requirements (to be specified in the Employment Plan) is to be satisfied by labour from this pool.
- (17) The extent to which ERA has utilised pool of labour is to be detailed in the Employment Report, in which ERA shall, where relevant, also provide reasons why the pool has not been utilised to the extent specified in the Employment Plan.

Mentor Scheme

- (18) ERA notes its intention to adopt practices and policies to ensure that any concerns of Local Aboriginal employees about working conditions or the work place environment are identified and addressed as early as possible.

- (19) ERA shall, by its Local Aboriginal Employment Officer and after taking into account any anthropological advice which has been provided by the NLC, identify and make arrangements for appropriate employees to mentor each Local Aboriginal employee.
- (20) The role of employees appointed as mentors is to:-
- (a) initiate contact with each Local Aboriginal employee as soon as possible and maintain regular contact with the employee thereafter;
 - (b) seek out and receive and note any concerns and difficulties which the employee may have relating to his or her employment and/or the work place;
 - (c) resolve or promote the resolution of any concerns or issues which are raised by Local Aboriginal employees;
 - (d) report to the Local Aboriginal Employment Officer, detailing any concerns or issues which are raised by the Local Aboriginal employee for whom they are the mentor.
- (21) ERA, by its Local Aboriginal Employment Officer, is to ensure that the concerns raised as envisaged above are listed in the Employment Report and summarised and addressed in the Employment Plan.
- (22) ERA shall provide appropriate extended support to Local Aboriginal employees where required, for example, by assisting such employees to establish and use bank accounts, or to utilise employee facilities in the work place, or to utilise employee accommodation facilities.

Aboriginal Employee Accommodation

- (23) ERA notes its wish to ensure that accommodation does not become or remain a barrier to effective Local Aboriginal participation in the work force or trainee workforce.
- (24) ERA shall provide appropriate accommodation, having regard, inter alia, to locality and design, to all full-time Local Aboriginal employees and trainees which shall be at no greater cost to ERA than the cost to ERA of accommodating employees at Jabiru within the then existing serviced areas. And where Local Aboriginal employees work on rosters, ERA is not obliged to provide additional accommodation to any such employee to whom accommodation has already been provided by ERA pursuant to the Mining Agreement or this Deed, but this does not prevent such employees from sharing or otherwise utilising existing accommodation with the permission of the relevant occupiers.
- (25) ERA shall provide housing to all full-time Local Aboriginal employees and trainees on no less favourable terms than accommodation for non-Aboriginal employees and trainees.
- (26) ERA shall at all times properly maintain all of its staff accommodation located in Jabiru.

Transport

- (27) ERA shall provide the transport for Aboriginal employees referred to in Sub-clauses 13.8 and 13.9 of the Mining Agreement:-

- (a) free of charge,
- (b) throughout the life of the Jabiluka Project,
- (c) at such number of assembly points as is reasonably required, up to 4;

ERA shall only be obliged to provide such transportation to the extent that the assembly points are accessible by four wheel drive motor vehicle, or, if not so accessible, by fixed wing aircraft.

ERA shall only be obliged to provide transportation by fixed wing aircraft -

- (i) if an assembly point is not accessible at that time by four wheel drive motor vehicle;
- (ii) at the commencement and termination of the Aboriginal employee's roster period, which is currently a two week period; and
- (iii) if local Aborigines from a particular assembly point make reasonable efforts to coordinate their roster periods to minimise the number of flights required.

Training

- (28) ERA acknowledges the need to ensure the development of skills, qualifications and experience within the Local Aboriginal employment pool necessary for the attainment of maximum Local Aboriginal participation in the workforce on the Jabiluka Project at all occupational levels.
- (29) Whenever reasonably feasible, ERA shall support and facilitate the provision of an appropriate Government office to ensure access to and delivery of public training programs to Local Aborigines.
- (30) ERA shall, in consultation with relevant governmental or other competent authorities, and the Bininj Working Committee, establish appropriate "in-house" and on-the-job training and re-training programs to address identified skills deficits for Local Aborigines who are employees or potential employees or potential candidates for promotion in relation to work associated with the Jabiluka Project. In particular, ERA shall provide training to Local Aboriginal employees to increase their supervisory and managerial skills with a view to making them ready for supervisory or management positions.
- (31) ERA shall make available not less than two (2) technical trainee positions for Local Aborigines annually offering financial student-type support for such trainees to undertake study in fields relevant to the mining operations.

Training Officer, Plan and Report

- (32) ERA shall designate an appropriate senior employee as the Training Officer who will be responsible for developing and implementing the Training Plan.
- (33) ERA shall, in consultation with relevant governmental or other competent authorities, and the Bininj Working Committee, develop a quarterly Training Plan, which will be subject to

the approval of the Bininj Working Committee, setting out all training courses and other initiatives (including apprenticeships, adult education) which it anticipates will be offered to Local Aboriginal employees and other Local Aboriginals in each quarter.

- (34) The Training Officer will prepare and provide to the Bininj Working Committee a quarterly training report (which may be combined with the quarterly Employment Report) which shall include:
- details of all training course, programs etc which were offered during that quarter;
 - a report on participation in such training courses, programs etc;
 - a sufficiently itemised account of the costs of providing such training initiatives;
 - an evaluation of such courses, programs etc including the details of how it is proposed to adjust training initiatives to overcome any identified problems with the training initiatives in the next quarter.
- (35) If ERA fails to deliver any of the training courses or other programs that are set out in the Training Plan, then it must provide to the Bininj Working Committee and the NLC its reasons for doing so and also its proposals, which will be subject to the approval of the Bininj Working Committee) to make up for such failure.

Education

- (36) ERA acknowledges that basic educational deficits in the Local Aboriginal population are a significant inhibiting factor on Local Aboriginal participation in the workforce and in other aspects of the Jabiluka Project open to Local Aboriginals and that ERA is determined to take action, to the greatest extent practicable, to overcome such educational deficits and to maximise educational opportunities for Local Aboriginals at all levels of education.
- (37) Subject to the reasonable requirements of the SIMC, ERA shall:-
- (a) provide such funding as is, in the opinion of the Bininj Working Committee, reasonably required to conduct programs of cross-cultural awareness for teachers and students of the Jabiru Area School; and
 - (b) after the Commencement of Construction, provide fifty percent (50%) of the funding reasonably required to for an Aboriginal Education Unit to be implanted and to continue to operate in the Jabiru Area School, or the equivalent sums of money for implementing such recommendations of the SIMC as relate to improving the education of Local Aboriginals as the Bininj Working Committee decides from time to time.
- (38) ERA's obligations under Clauses (37) and (38) shall not exceed:-
- (a) in the first year, the sum of \$200,000; and
 - (b) in each year thereafter until two (2) years after completion of the mining and processing operations of the Jabiluka Project, the sum determined by increasing \$70,000 by the Index Rate at the dates the payments are made.

Local Aboriginal Business Development and Opportunities

- (39) ERA shall, within seven (7) days after the Commencement of Construction, pay \$500,000 into an interest bearing trust account which, after the Bininj Working Committee has adopted a criteria for making decisions on the allocation of the funds for the purposes of promoting and encouraging Local Aboriginal Businesses, which criteria is reasonably suitable to ERA and the NLC, ERA shall distribute in accordance with the directions from time to time of the Bininj Working Committee made in accordance with the criteria and after consultation with ERA's Chief Executive or his nominee. The Bininj Working Committee may direct, and the criteria will, so far as may be relevant, provide for, the distribution, directly or indirectly and by way of grants or loans or any other form.
- (40) ERA recognises the potential for the Jabiluka Project to be instrumental in the development of autonomous Local Aboriginal Businesses and will take action to encourage and promote such development and shall, in particular:-
- (a) in assessing contract tenders, afford all Local Aboriginal Businesses a 10% preference;
 - (b) in assessing contract tenders, give preference to tenderers who involve Local Aboriginals or Local Aboriginal Businesses in their tender, noting that such involvement may take the form of joint ventures, direct employment, training opportunities, equipment usage or other co-operative arrangements;
 - (c) in assessing competing and satisfactory contract tenders from Local Aboriginal Businesses, consult with the Bininj Working Committee;
 - (d) in designing or formulating service contracts to be offered, take into account the Local Aboriginal Businesses which are operating or wish to operate in the region and, so far as is reasonably practical, design such contracts so as to afford the maximum potential for such contracts to be performed by Local Aboriginal Businesses;
 - (e) include in the duties of the person identified in Sub-clause 16.21 of the Mining Agreement, the responsibility to:-
 - be the first point of inquiry for interested Local Aboriginal Businesses;
 - liaise with Local Aboriginal Businesses and potential Local Aboriginal Businesses and promote the use of such Businesses by ERA, including tailoring ERA's contracts to maximise potential for exploitation of those contract opportunities by Local Aboriginal Businesses;
 - disseminate information concerning all forthcoming contracts necessary to enable Local Aboriginal Businesses to express an interest, including, but not limited to, the preparation and provision of the Contract Plan;
 - (f) ERA shall prepare and deliver the business opportunity plan referred to in Subclause 16.20 at least quarterly.

JABILUKA LONG TERM CARE AND MAINTENANCE AGREEMENT**BETWEEN:**

ENERGY RESOURCES OF AUSTRALIA LTD (ABN 71 008 550 865) of Locked Bag 1, Jabiru in the Northern Territory Of Australia ("**ERA**")

AND

THE TRADITIONAL ABORIGINAL OWNERS of the Jabiluka project area, being the Mirarr people, who include the persons listed in Schedule 1 and their descendants, who are the traditional Aboriginal owners as defined under the *Aboriginal Land Rights (Northern Territory) Act 1976*, care of the Gundjeihmi Aboriginal Corporation, Post Office Box 245, Jabiru in the Northern Territory of Australia ("**Traditional Owners**")

AND

NORTHERN LAND COUNCIL (ABN 56 327 515 336), a body established under the *Aboriginal Land Rights (Northern Territory) Act (Cth)*, of 9 Rowling Street, Casuarina in the Northern Territory of Australia ("**NLC**")

RECITALS:

- A. ERA is the holder of MLN1 and is, except as otherwise provided in this Agreement, authorised to develop and mine the Jabiluka Project Area under the Section 43 Agreement, subject to the provisions of the Transfer Agreement.
- B. The Traditional Owners are the traditional Aboriginal owners, as defined in the *Aboriginal Land Rights (Northern Territory) Act (Cth)*, of the area that includes the Jabiluka Project Area, being the group which under Aboriginal tradition is responsible for speaking for and making decisions

about the Jabiluka Project Area and which asserts native title regarding that area”.

- C. The NLC is the Land Council established under the *Aboriginal Land Rights (Northern Territory) Act* (Cth) in respect of the area that includes the Jabiluka Project Area.
- D. The following issues are of concern to the Traditional Owners and the NLC:
 - (a) the length of time since MLN1 was granted and the current views of the Traditional Owners regarding the Jabiluka Project Area;
 - (b) the placement of mineralised material above ground on the Jabiluka Project Area; and
 - (c) the maintenance issues in respect of the Jabiluka Project Area.
- E. This Agreement is intended to provide a framework for an agreed phase of long term care and maintenance of the Jabiluka Project Area, and is not intended to set aside or override the effect of Part IV of the *Aboriginal Land Rights (Northern Territory) Act* (Cth) or the Section 43 Agreement.
- F. In the interests of an improved relationship between ERA and the Traditional Owners and the NLC, and ongoing dialogue between the parties as to the management of the Jabiluka Project Area during the proposed care and maintenance phase, the possible end of the proposed care and maintenance phase, and the future management of the Jabiluka Project Area, this Agreement provides, inter alia, that:
 - (a) ERA will carry out certain rehabilitation and environmental works in relation to the Jabiluka Project Area;

- (b) ERA will not carry out further mining development of the Jabiluka Project Area without the approval of the Traditional Owners as provided in this Agreement; and
- (c) the NLC and the Traditional Owners will, during the care and maintenance phase, forego certain payments that are claimed to be payable under the Section 43 Agreement and the Deed Poll.

OPERATIVE PART:

1. DEFINITIONS

1.1 In this Agreement:

- (a) "**Agreement**" means this agreement and includes all annexures and schedules to this agreement;
- (b) "**Authorisation**" means any necessary authorisations, approvals, permissions and consents for mining development under the Atomic Energy Act, Mining Act, Mining Management Act or such other legislation as applies from time to time;
- (c) "**Decline**" means the box-cut, main declining tunnel, drive and cross-cut tunnels that have been constructed to uranium ore body no.2 on the Jabiluka Project Area;
- (d) "**Deed Poll**" means the Deed Poll executed by ERA dated 26 May 1998 as a condition of the determination made on 7 May 1998 pursuant to clause 3.2(h) of the Section 43 Agreement;

- (e) "ERA" includes a reference to its successors and assigns in respect of MLN1;
- (f) "Jabiluka Deposit" means the uranium and gold bearing and other mineral bearing deposits located in the Jabiluka Project Area;
- (g) "Jabiluka Project Area" has the same meaning as it has in MLN1;
- (h) "mining development" means any removal, extraction, treatment or processing of ore whatsoever on the Jabiluka Project Area other than as provided for in clauses 4 and 5.1(c) of this Agreement and includes any earthworks or construction works carried out for the purpose of any such removal, extraction, treatment or processing of ore, but does not include any works for the purpose of or relating to exploration;
- (i) "MLN1" means the mineral lease in respect of the Jabiluka Project Area held by ERA (as the assignee of Pancontinental Mining Ltd and Getty Oil Development Company Limited) which was issued in 1982 pursuant to the Mining Act (NT) as in force at that time;
- (j) "care and maintenance phase" means the period starting from the commencement of this Agreement to the date on which approval has been given under clause 6 or the date of expiry or earlier determination of the Section 43 Agreement;
- (k) "Section 43 Agreement" means the agreement between ERA (as the assignee of Pancontinental Mining Ltd and Getty Oil

Development Company Limited) and the NLC dated 21 July 1982;

- (l) "traditional Aboriginal owners" has the same meaning as in the Aboriginal Land Rights (Northern Territory) Act 1976;
- (m) "Transfer Agreement" means the agreement between ERA and the NLC dated 24 December 1991.

2. COMMENCEMENT AND TERM

2.1 This Agreement will, subject to the other provisions of this Agreement, commence on the date that ERA notifies the Traditional Owners and the NLC in writing that the condition in clause 3 has been satisfied or waived, and will remain in force until the later of:

- (a) the end of the care and maintenance phase; or
- (b) the expiry or earlier determination of the Section 43 Agreement.

3. CONDITION PRECEDENT

3.1 This Agreement is subject to and conditional on ERA obtaining from the Northern Territory Minister for Resource Development upon terms reasonably acceptable to ERA an exemption from the requirement to comply with that condition or those conditions of MLN 1 and/or the *Mining Act* which require ERA to use the Jabiluka Project Area continuously and exclusively for the purposes for which it is demised, which exemption ERA considers necessary or desirable to ensure that MLN1 is maintained in good standing.

- 3.2 The Parties acknowledge that the condition precedent referred to in clause 3.1 is for the sole benefit of ERA, and ERA may waive the condition precedent, in whole or in part, at its absolute discretion.
- 3.3 ERA will notify the Traditional Owners and the NLC in writing, within 7 days of formally obtaining the exemption described in clause 3.1.

4. ERA OBLIGATIONS

- 4.1 ERA will, as soon as practicable after this Agreement has commenced, and to the extent it has not already done so, seek any Authorisations which may be required to:
- (a) fill the Decline by using firstly at the greatest possible depth, the mineralised material that is presently aboveground or in the Interim Water Management Pond and thereafter using all the non-mineralised material that was previously extracted from that Decline, and observing the following objectives to the greatest extent possible:
 - (i) the void be prepared by the removal from the site of pumps, electrical equipment and ventilation pipes and installation of appropriate monitoring devices;
 - (ii) the mineralised stockpile be removed to the very base of the Decline and a seal should be constructed at the end of the mineralised material in the Decline;
 - (iii) the sedimentary material in the Interim Water Management Pond be placed as far as practicable down the Decline;

- (iv) non-mineralised material be utilised to fill the Decline and to cover the box-cut;
- (b) seal the Decline with a low permeability barrier, being a clay/concrete plug and, in the event that the material previously extracted has a greater volume than the present void, appropriately contour and revegetate any resultant land form so as to minimise erosion or collection of water;
- (c) re-contour all disturbed areas providing erosion control and appropriate revegetation;
- (d) develop and carry out a water quality monitoring program in relation to:
 - (i) the Interim Water Management Pond site;
 - (ii) the North and Central tributaries of Swift Creek;
 - (iii) any other surface waters, soils and groundwaters affected by ERA's operations on the Jabiluka Project Area, including taking such steps as are necessary to rehabilitate any areas of contaminated soil;
- (e) carry out a detailed radiation survey at the completion of the works provided for in this clause; and
- (f) carry out substantial rehabilitation of the Djarr Djarr camp area including the following:
 - (i) implementing appropriate arrangements for the permanent storage of the core samples presently at Djar Djar;

- (ii) undertaking an asbestos survey;
- (iii) undertaking a hydrocarbon contamination survey;
- (iv) undertaking a radiation survey; and
- (v) removing of any sheds previously exposed to a contamination risk;

and will undertake and complete such works as are authorised by, and subject to and in accordance with, the Authorisations.

4.2 ERA will remove its infrastructure and equipment located within the Jabiluka Project Area except as may be required for ERA to comply with its obligations under this Agreement or any other contractual or statutory obligations or for the purpose of proper environmental management of the Jabiluka Project Area and surrounding areas.

4.3 Within a reasonable time after the expiry of 5 years from the commencement of this Agreement (unless approval for mining development has been given pursuant to clause 6 prior to that time) ERA will:

- (a) conduct a review as to whether the Interim Water Management Pond should be retained or rehabilitated having regard to, inter alia;
 - (i) the continued environmental management of the site; and
 - (ii) the need for that pond for the purposes of any future mining development;

- (b) consult with and have regard to the views of the NLC and Traditional Owners in conducting the review; and
- (c) advise the NLC and Traditional Owners of the result of the review within 30 days of such review being completed.

5. NLC AND TRADITIONAL OWNERS' COVENANTS

5.1 In consideration of ERA entering into this Agreement, the NLC and the Traditional Owners each:

- (a) acknowledge and agree that compliance by ERA with the payment obligations referred to in:
 - (i) clauses 8(8), 9(4) and 3(5) of the Deed Poll;
 - (ii) items 36,37 and 38(b) of the Schedule to the Deed Poll;
 - (iii) clause 10.2(b) of the Section 43 Agreement,

is waived to the intent that none of the payments referred to in those clauses or items, whether falling due before or after the date of this Agreement, are payable by ERA throughout or in respect of any period prior to or during the care and maintenance phase of the Jabiluka Project Area, and the Deed Poll is to be taken to be amended to the extent necessary to give effect to this clause;

- (b) agree to renegotiate payments of amounts in lieu of each of the payments referred to in clause 5.1(a) (i) and (a) (ii) contemporaneously with the giving of written approval referred to in clause 6, such that the renegotiation takes into account the total amounts that are foregone as a result of

clauses 5.1(a) (i) and 5.1(a) (ii) and that would have been payable at any time before the date of such approval, were it not for this Agreement;

- (c) give approval for and agree that ERA may remove the core samples relating to the Jabiluka Deposit from Jabiluka for appropriate storage on the Ranger Project Area (as that term is defined in the Aboriginal Land Rights (Northern Territory) Act (Cth)) or such other location as required by the Minister for Resource Development; and
- (d) acknowledge that ERA holds and is entitled to continue to hold MLN 1, and that they will not initiate, fund or allow to be brought in their names any action which seeks the result that MLN 1 is forfeited, cancelled or otherwise prejudicially affected, otherwise than for breach by ERA of this Agreement.

5.2 The parties to this Agreement acknowledge and agree that nothing in this Agreement, including the amendments of the Section 43 Agreement set out in Schedule 2, affects the NLC's obligations and powers with respect to the monies it has received prior to the date of this Agreement pursuant to the Section 43 Agreement or the Deed Poll.

6. TRADITIONAL OWNERS' APPROVAL REQUIRED

6.1 In further consideration for the NLC and the Traditional Owners entering this Agreement, ERA acknowledges and agrees that prior to ERA undertaking any mining development, or applying for any Authorisation in order to undertake mining development, on the

Jabiluka Project Area, ERA will obtain the approval of the Traditional Owners which, if given, is to be in accordance with this clause.

6.2 The approval of the Traditional Owners referred to in clause 6.1 is to be given in the following manner and circumstances:

- (a) the Traditional Owners, after having had an opportunity to consider a proposal by ERA for mining development on the Jabiluka Project Area have, as a group, consented to that proposal, and
- (b) subject to paragraph (c), a written record of that consideration and consent is prepared which:
 - (i) is signed by no less than six(6) senior members of the Traditional Owners;
 - (ii) includes a statement from a legal practitioner that he or she was present when consent was given by the group and that the group was provided with independent legal advice as part of its considerations; and
 - (iii) includes a statement from the NLC that the NLC is aware of the proposal, had an opportunity to provide advice to the group, were present when consent was given and is satisfied that the decision has been made by the group in accordance with traditional Aboriginal decision-making processes; and

- (c) in the event that the number of Traditional Owners who are aged 18 years or over is less than six (6), the written record referred to in paragraph (b):
 - (i) is to be signed by such number of Traditional Owners as are aged 18 years or over at the time the approval is given; and
 - (ii) shall include a further statement from the NLC that the number of Traditional Owners who are to sign the written record is appropriate in the circumstances.

6.3 All of the parties to this Agreement will meet and discuss in good faith the approval referred to in this clause 6 within a reasonable time after 1 July 2006, and at least once in every 4 years thereafter during the term of this Agreement and at any other time reasonably requested by the Traditional Owners.

7. SECTION 43 AGREEMENT

- 7.1 The Section 43 Agreement is amended as provided in Schedule 2.
- 7.2 ERA will meet with the NLC within 6 months from the commencement of this Agreement, and at such other times as either party may request on reasonable notice but not more frequently than once every 2 years, to discuss the amendment of certain provisions of the Section 43 Agreement and related documentation such that those provisions better reflect the current circumstances and respective positions of the parties.

8. EXPLORATION

8.1 The NLC and the Traditional Owners each agree that ERA may have access to the Jabiluka Project Area for the purpose of carrying out exploration activities, subject only to the provisions of the Mineral Lease, the *Mining Act*, the *Northern Territory Aboriginal Sacred Sites Act*, the Section 43 Agreement and in accordance with the procedure set out in Schedule 3.

9. FURTHER ASSURANCES

9.1 Each party will:

- (a) perform, execute, acknowledge and deliver all such further acts, documents, deeds and assurances as are reasonably required to give full effect to this Agreement; and
- (b) refrain from doing anything that might hinder the performance of this Agreement.

10. DEFAULT

10.1 Without limiting the legal or equitable relief or remedies which might be available to them, ERA acknowledges that either or both of the NLC or the Traditional Owners may seek an order for specific performance in relation to the compliance by ERA with the obligations imposed on ERA under clause 4.

10.2 If at any time prior to the giving of written approval in accordance with clause 6 of this Agreement, a breach of clause 6.1 by ERA is found to be proven by a court of competent jurisdiction, being a finding that mining development has been undertaken, or an

Authorisation in respect of mining development has been sought or obtained, contrary to that provision, the parties agree that the relief that may be granted for such breach may include any or all of the following;

- (a) injunctive relief, which may be indefinite, to prevent the continuation of any application for or grant of any Authorisation, or continuation of any mining development purportedly in accordance with any Authorisation, in breach of this Agreement;
- (b) an order that any Authorisation obtained otherwise than in accordance with clause 6 is void and of no effect;
- (c) damages; and
- (d) an order that specific work be undertaken to restore damage caused by such breach.

11. NOTICES

- 11.1 Any notice given under this Agreement must be in writing and addressed to the party concerned at that party's address indicated in this Agreement or any other address as may be notified by any party to the other parties from time to time for the purpose of this clause.
- 11.2 A notice may be served by delivering it to the other party's address, or by posting it by prepaid registered post or sending it by facsimile transmission to that party's facsimile transmission number.
- 11.3 A notice is deemed to be duly served:

- (a) if left at the party's address, when delivered;
- (b) if sent by registered post, 2 business days after posting;
- (c) if sent by facsimile transmission, on the day of transmission if a correct and complete transmission report for that transmission is received from the sender's machine.

12. GOVERNING LAW AND JURISDICTION

12.1 This Agreement is governed by and construed in accordance with the laws of the Northern Territory of Australia.

13. AMENDMENT, VARIATION AND WAIVER

13.1 No amendment or variation of this Agreement is effective unless in writing signed by or for and on behalf of ERA, the NLC and the Traditional Owners (and in the case of the Traditional Owners, by being signed in accordance with the procedure set out in clause 6.2(b) above, insofar as that procedure can be applied to the requirements of this clause.)

13.2 If a party:

- (a) has a right arising from another party's failure to comply with an obligation under this Agreement; and
- (b) delays in exercising or does not exercise that right, whether knowingly or not,

that delay in exercising or failure to exercise is not a waiver of that right or any other right.

14. SEVERABILITY

14.1 If it is found, ordered or held that :

- (a) any part of this Agreement (including any clause, or part of a clause) is void, voidable, illegal, invalid or unenforceable;
or
- (b) this Agreement (including any clause, or part of a clause) would be void, voidable, illegal, invalid or unenforceable unless any part of this Agreement was read down and restricted in its effect or operation or severed from the rest of this Agreement,

that part shall be read down and restricted in its effect or operation to the extent necessary to avoid that part of the Agreement or this Agreement being void, voidable, illegal, invalid or unenforceable, but if it cannot be so read down and restricted it shall be severed from and not affect the continued operation of the rest of this Agreement.

15. INTERPRETATION

15.1 In this Agreement, unless the context otherwise requires:

- (a) a reference to:
 - (i) a document, including this Agreement, includes any variation, novation or replacement of it notwithstanding any change in the identity of the parties;

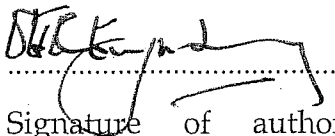
- (ii) any statute, ordinance, code or other law includes regulations and any other statutory instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
 - (iii) the singular includes the plural and vice versa;
 - (iv) a gender includes all other genders;
 - (v) an individual includes associations, partnerships, corporations, joint ventures, unincorporated associations or trusts, states or any statutory authority or government department;
 - (vi) a party is a reference to a party to this Agreement and includes that party's executors, administrators, successors and permitted assigns;
 - (vii) a time is to the time of the place where any thing is to be done or document is to be received;
 - (viii) "writing" includes any mode of representing or reproducing words in a tangible and visible form, and includes a facsimile transmission and electronic mail;
- (b) headings are for convenience only and do not affect the construction of this Agreement;
 - (c) if a word or phrase is defined, cognate words and phrases have a corresponding meaning;
 - (d) where the day on or by which an act, matter or thing is to be done under this Agreement is not a business day, the act,

matter or thing must be done on the next day which is a business day.

- 15.2 This Agreement is not binding on any party to this Agreement until it has been executed by or for and on behalf of all parties to this Agreement.

EXECUTED by the parties as a deed on day of 25th FEBRUARY 2004 5

Executed for and on behalf of ENERGY RESOURCES OF AUSTRALIA LTD by a duly authorised person who warrants his or her authority to execute this Agreement:



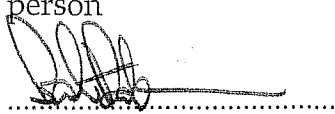
H.V. R. KEDDY

CHIEF EXECUTIVE

Signature of authorised person

Name of authorised person

Position of authorised person

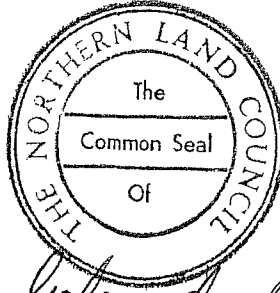


DAVID PATERSON

Signature of witness

Name of witness

Executed for and on behalf of the **NORTHERN LAND COUNCIL** by a duly authorised person who warrants his or her authority to execute this Agreement:



Bunug Galamuda M. Madu

[Signature]
Signature of authorised person

[Signature]
Name of authorised person Position of authorised person

[Signature]
Signature of witness

Danielle Totham
Name of witness

Executed for and on behalf of the Traditional Owners by:

Yvonne
Signature of senior Traditional Owner

Yvonne Margarula *9.12.04*
Name of senior Traditional Owner

[Signature]
Signature of witness

ANDREW RALPH
Name of witness

| | | |
|---|---|----------------|
| <u>NIDA</u> Signature of senior Traditional Owner | Nida Mangarrbar. Name of senior Traditional Owner | <u>9.12.04</u> |
| <u>AP Ralph</u> Signature of witness | <u>ANDREW RALPH</u> Name of witness | |
| <u>RAYMOND</u> Signature of senior Traditional Owner | Raymond Gamarrawu Name of senior Traditional Owner | <u>9.12.04</u> |
| <u>AP Ralph</u> Signature of witness | <u>ANDREW RALPH</u> Name of witness | |
| <u>Irene</u> Signature of senior Traditional Owner | Irene Nayinggul (Gamarrawu) Name of senior Traditional Owner | <u>9.12.04</u> |
| <u>AP Ralph</u> Signature of witness | <u>ANDREW RALPH</u> Name of witness | |

Enid..... Enid Ganarradj 9.12.04
Signature of senior Traditional Owner Name of senior Traditional Owner
Owner
AR Ralph..... ANDREW RALPH
Signature of witness Name of witness

Matthew Gamarrawu..... Matthew Gamarrawu 9.12.04
Signature of senior Traditional Owner Name of senior Traditional Owner
Owner
AR Ralph..... ANDREW RALPH
Signature of witness Name of witness

SCHEDULE 1

Yvonne Margarula

Nida Mangarrbar

Melanie Elgregbud (Ngalguridjbal)

Annie Ngalmirama

Stewart Gardell (Junior)

Valerie Balmoore

Stephen Nabinardi Mudjandi

Rodney Nabinardi Mudjandi

Rosie Nabinardi Mudjandi

Enid Ganarradj

Raelene Djandjul

Stephanie Djandjul

Julie Djandjul

Tony Nawulungkungu

Sandra Djandjul

Ambrose Djandjul

Raymond Gamarrawu

Matthew Gamarrawu

May Nango (Gamarrawu)

Irene Nayinggul (Gamarrawu)

Ruth Gamarrawu

Gladys Gamarrawu

Susan Braun (Gamarrawu)

Lorraine Gamarrawu

Angus Gamarrawu

Daryl Gamarrawu

SCHEDULE 2

Amendments to Section 43 Agreement

Suspension

1. Paragraph (ii) of the definition of "Suspension" in clause 1.1 is deleted;

Exploration

2. Clause 20 (Exploration) is deleted:

Scholarships

3. Clause 16.13 is amended by inserting after the figure "16.9," the figure "16.10," and deleting the second sentence thereof;

Djabulukgu Association, etc

4. Paragraph (b) of clause 6.2 is deleted;
5. Paragraph (c) of clause 10.2 is deleted;
6. Clause 1.1 is amended by deleting the definition of "Djabulukgu Association Inc";
7. Clause 8.2 is amended by deleting the words "the Kunwinjku Trading Association Inc., the Djabulukgu Association Inc., the Gagudju Association Inc.,";
8. Clause 16.4 paragraph (d) is amended by deleting the words "the Djabulukgu Association Inc., the Kunwinjku Trading Association Inc and

the Gagudju Association Inc" and substituting the words "the NLC and the Traditional Owners of the Project Area";

9. Clause 16.20 is amended by deleting paragraph A and inserting in its stead the following:-

"In the preparation of these plans Pancon shall consult with the Bininj Working Committee and provide it with all information reasonably required by any members of that Committee to facilitate efficient tendering by Aboriginal Businesses."

10. Clause 17.1 is amended by deleting the words "and other Aboriginals Affected by the Jabiluka Project, such Association to be known as the Djabulukgu Association Inc";

Bininj Working Committee

11. Clause 15 (Aboriginal Participation Committee) is amended as follows:

11.1 Paragraph 15.4 (a) is amended by deleting the words "ten (10)" and inserting in their stead the words "seven (7)";

11.2 Paragraph 15.4 (b) is amended as follows:

- (a) by deleting sub-paragraph (i) therefrom;
- (b) in sub-paragraph (ii) deleting "three (3)" and inserting in its stead "four (4)";
- (c) in sub-paragraph (iii) deleting "two (2)" and inserting in its stead "one (1)"; and
- (d) deleting from the paragraph following sub-paragraph (iv) the words "the abovementioned Associations or";

11.3 Paragraph 15.4 (f) is deleted and in its stead is inserted the following:

"(f) The Bininj Working Committee shall meet at such intervals and on such occasions as it determines, or on 14 days written notice given by the Traditional Owners, the NLC or ERA (which notice shall specify the time, place and agenda for the meeting) provided that the Bininj Working Committee shall not be required to meet more often than six (6) times in any calendar year unless it shall so decide by unanimous resolution;

11.4 Clause 15.6 is amended by deleting the second sentence thereof.

SCHEDULE 3

Exploration Procedures for Jabiluka Project Area

Acknowledging that clause 20 of the Section 43 Agreement no longer applies in relation to exploration on the Jabiluka Project Area, this agreement and this schedule sets out the procedures to be followed where ERA proposes to undertake further exploration on MLN1.

1. No exploration shall be undertaken within the area described as Djawumbu-Madjawarna Sites Complex as described in the Register of the National Estate as at the date of this Agreement.
2. The following procedures shall apply to the balance of the Jabiluka Project Area notwithstanding clause 18.3(a) of the Section 43 Agreement.
3. A copy of the Mining Management Plan, as required pursuant to the Mining Management Act NT, for the proposed exploration works is to be provided to the Traditional Owners at the same time as the necessary application for authorisation for the proposed exploration is made to the relevant Minister.
4. No less than 42 days before the commencement of exploration activity, ERA shall give notice of its intention to commence exploration attaching a map showing the location of all disturbance works proposed.
5. Within 14 days of receiving the notice and map, the Traditional Owners shall determine whether they wish to inspect the area to be explored and, if so, shall give notice to ERA that they wish to conduct an inspection of the area to be explored.

6. The Traditional Owners may request representatives of ERA to accompany them during the inspection of the area to be explored.
7. The Traditional Owners may request the Northern Land Council to accompany them during the inspection of the area to be explored.
8. ERA agrees to provide access to the Traditional Owners for the purpose of conducting the inspection and to provide such reasonable assistance as the Traditional Owners require to access the areas to be explored in a safe and timely manner.
9. The Traditional Owners agree to conduct any such inspection no later than 14 days prior to the proposed date for commencement of the exploration works.
10. Upon completion of the inspection, if any, the Traditional Owners shall provide ERA with written confirmation regarding any matters relating to environmental impacts or impacts on areas of cultural significance that they wish ERA to address prior to exploration works commencing.
11. In the event that the Traditional Owners provide written confirmation as described in clause 10 above, ERA and the Traditional Owners agree to meet within 7 days of the notice being delivered to ERA in order to discuss the matters raised with a view to changes being made to the proposed exploration works or the matters being otherwise resolved prior to the commencement of the exploration works.
12. The parties agree that they will use their best endeavours to resolve any matters raised prior to the commencement of the exploration works.



Our file ref: MT1981/0182-03
Your file ref:

GPO Box 3000
Darwin NT 0801
AUSTRALIA
www.nt.gov.au/dor

Legal Council
Mr Charlie Ritchie
Energy Resources of Australia Ltd
GPO Box 2394
DARWIN NT 0801

RECEIVED
29 DEC 2009

BY:.....

Dear Mr Ritchie

**RE: AGREEMENT MLN1: NORTHERN TERRITORY OF AUSTRALIA
& ENERGY RESOURCES OF AUSTRALIA LTD**

Please find attached the excuted agreement between Energy Resources of Australia (ERA)and the Northern Territory of Australia.

Yours sincerely


ALISTER TRIER
Acting Chief Executive

29 December 2009

AGREEMENT

BETWEEN:

NORTHERN TERRITORY OF AUSTRALIA

AND:

ENERGY RESOURCES OF AUSTRALIA

23/12 2009
...../..... 20.....

Solicitor for the Northern Territory
68 The Esplanade, Darwin
Telephone: 08 8999 7343 Facsimile: 08 8935 7810
File reference: 20082252
Document reference: 216047

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DETAILS

PARTIES

NORTHERN TERRITORY OF AUSTRALIA, c/- Minerals and Energy Group, Department of Resources, (“the **Territory**”)

Address for service of notices: Attention: The Principal Registrar
 Address: Level 5, Centrepoint Building, Smith Street Mall, Darwin
 Postal address: PO Box 3000, Darwin NT 0801
 Facsimile: +61 8 8981 7106
 Email: titles.info@nt.gov.au

AND

ENERGY RESOURCES OF AUSTRALIA LTD (A.C.N 008 550 865) (“**ERA**”)

Address for service of notices: Attention: The Company Secretary
 Address: Level 10, TIO Centre, 24 Mitchell Street, Darwin NT 0800
 Postal address: GPO Box 2394, Darwin, NT, 0801
 Facsimile: +61 8 8924 3506
 Email: charlie.ritchie@tiotinto.com

BACKGROUND

- A. ERA is the holder of Mineral Lease North 1 (MLN1) over an area of land known as the Jabiluka Project Area, on which is located a mineral deposit known as Jabiluka Orebody #1 (the **Jabiluka Deposit**).
- B. The traditional Aboriginal owners of the Jabiluka Project Area (the **Traditional Owners**) have, in the past, expressed their opposition to development of the Jabiluka Deposit, notwithstanding the formal consent to the grant of MLN1 given by the Northern Land Council pursuant to the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cwlth) in 1979.
- C. In recognition of the principle that major developments should not be undertaken without having regard to the views of local communities affected by the development, by an agreement dated 25 February 2005 and titled the Jabiluka Long Term Care and Maintenance Agreement (the **Care and Maintenance Agreement**), ERA has agreed with the Traditional Owners, among other things, that it will not develop the Jabiluka Deposit, or any other mineral deposit on the Jabiluka Project Area, without first obtaining the consent of the Traditional Owners to that development.

- D. Section 66(a) of the *Mining Act* 1980 (NT), and the terms of MLN 1, require among other things, that ERA use the Jabiluka Project Area continuously and exclusively for the purposes for which MLN 1 was granted, and to carry out all work associated with those purposes with reasonable skill and diligence (collectively the **Obligations**).
- E. By application dated 5 October 2005, ERA has sought from the Minister for Primary Industry, Fisheries and Resources (the **Minister**) a variation, waiver or suspension of, or exemption from, the Obligations, pursuant to section 172 of the *Mining Act*.
- F. The Northern Territory accepts that ERA regards the consent of the Traditional Owners as a prerequisite to the development of the Jabiluka Deposit.
- G. The Northern Territory and the Commonwealth Government are concerned to ensure that the consent of the Traditional Owners is actively sought by ERA, and to have the capacity to insist that development proceed if consent is granted.
- H. The Minister, on behalf of the Northern Territory and with consent of the Commonwealth Government, has agreed to accede to ERA's request on the terms and conditions set out in this Agreement.

AGREED TERMS

1. ERA TO SEEK CONSENT

- 1.1 Subject to Clause 1.2, ERA must use reasonable endeavours, having regard to all the circumstances prevailing from time to time, to obtain the consent of the Traditional Owners to the development of the Jabiluka Deposit.
- 1.2 The parties acknowledge and agree that the circumstance may be such that the consent should not be sought or requested at any given time, notwithstanding any provision in the Care and Maintenance Agreement.

2. ERA TO REPORT

- 2.1 On or before 31 December each year, ERA must provide to the Territory a written report setting out:
 - (a) whether the consent of the Traditional Owners has been sought;
 - (b) if not, the reasons why the consent has not been sought;
 - (c) if so, whether consent was given or refused; and
 - (d) what steps ERA has taken, and what steps it proposes to take, to secure the Traditional Owners' consent in the future.

3. WAIVER

3.1 The Territory agrees that the Minister will waive or suspend, and/or exempt ERA from, the Obligations:

- (a) for an initial period expiring on 1 July 2011; and
- (b) for successive periods of 2 years following 1 July 2011 and the expiry of each successive 2 year period,

subject to clause 4 of this Agreement.

4. CESSATION OF WAIVER

4.1 If:

- (a) the Traditional Owners give their consent to the development of the Jabiluka Deposit; or
- (b) ERA has failed to provide a report as required by clause 2 of this Agreement within 28 days after written notice to ERA from the Territory requiring ERA to remedy a failure to submit such a report, or
- (c) in relation to a report provided to the Territory under clause 2, the Territory, in its absolute discretion, is not satisfied with:
 - (i) the reason given as to why the Traditional Owners' consent has not been sought; or
 - (ii) the steps ERA has taken, or proposes to take, to secure the Traditional Owners' consent in the future,

the Territory may give notice to ERA that waiver, suspension and/or exemption from the Obligations shall cease upon the expiry of the current 2 year period, provided that such notice shall have been given not less than 3 months prior to the expiry of that 2 year period.

5. TERM OF AGREEMENT

5.1 This Agreement shall commence on the date of this Agreement and expire upon the expiry of the term of MLN 1, including any renewal thereof in accordance with the *Mining Act*, unless terminated earlier by agreement of the parties.

5.2 Either party may, upon six (6) months written notice to the other party, terminate this agreement.

6. ENTIRE AGREEMENT

6.1 This Agreement contains the entire agreement between the parties with respect to its subject matter, and supersedes all prior negotiations and communications between the parties.

7. EFFECTUATING AGREEMENT

7.1 Each party agrees to do all things and execute all documents as may be necessary or desirable to give effect to the provisions of this Agreement.

8. SEVERABILITY

- 8.1 Any provision of this Agreement that is declared by a Court or other competent authority to be unlawful or unenforceable shall be ineffective only to the extent of that unlawfulness or unenforceability and be severed and shall not invalidate the remaining provision of the Agreement.

9. NOTICES

- 9.1 Any notice report or other communication made or required under this Agreement shall be given in writing and be delivered by pre-paid post, by hand or by facsimile to the party to whom the notice is addressed at its address shown in this Agreement or such other address as that party may have notified the other party in writing.

- 9.2 A notice will be taken to be duly given:

- (a) in the case of delivery by hand, when delivered;
- (b) in the case of delivery by post, two business days after the date of posting; or
- (c) in the case of facsimile, on receipt by the sender of a transmission control report from the dispatching machine showing the relevant number of pages and the correct destination fax machine or the name of the recipient and indicating that the transmission has been made without error,

but if the result is that a notice would be taken to be given on a day that is not a business day or the notice is sent or is delivered later than 4.00pm (local time) it will be taken to have been duly given at the commencement of business on the next business day.

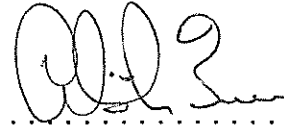
10. GOVERNING LAW

- 10.1 This Agreement is governed by the laws of the Northern Territory of Australia.

SIGNING PAGE

Executed by the parties as an Agreement:

SIGNED by ALISTER TRIER)
for and on behalf of the **NORTHERN**)
TERRITORY OF AUSTRALIA pursuant to)
a delegation under the *Contracts Act* in the)
presence of:)



Signature

23/12/2009

Date

Al Hughes
Signature of Witness

Annette Hughes
Name of Witness

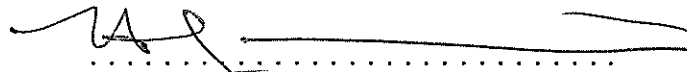
Executed on behalf of **ENERGY**)
RESOURCES OF AUSTRALIA LTD)
(A.C.N 008 550 865) in accordance with)
section 127 of the *Corporations Act 2001* in)
the presence of:

Rob Atkinson
Name of Director



Signature of Director

Helen Garnett
Name of Director/Secretary



Signature of Director/Secretary

23/12/09
Date

20 March 2024

Mineral Titles Office
Department of Industry, Tourism and Trade
5th Floor, Paspalis Centrepoint Building
48-50 Smith Street, The Mall
DARWIN NT 0801

Dear Sir/Madam

Energy Resources of Australia Limited (ERA) supporting information to renewal application for MLN1

ERA is the holder of Mining Lease No.1 (**MLN1**). MLN1 is due to expire on 11 August 2024.

ERA requests a renewal of MLN1 for 10 years from the date of expiry of the current term of MLN1.

ERA has completed a renewal application form for MLN1 that accompanies this letter. This letter is provided in support of ERA's renewal application and also includes ERA's response to some of the questions in the renewal application (and where that is so, the renewal application makes reference to this letter).

1. MLN1 renewal condition

Condition 2 of MLN1 reads as follows:

"The Territory covenants with the lessees that, provided the lessees have complied with the Mining Act and the conditions to which this lease is subject, the Minister at the expiration of this lease and in accordance with that Act will renew this lease for a further term not exceeding ten (10) years."

Condition 2 provides ERA with a right of renewal of MLN1 for 10 years.

MLN1 does not contain any specific procedural requirements for applying for a renewal of MLN1 pursuant to Condition 2.

Condition 2 does not operate to the exclusion of section 43 of the *Mineral Titles Act 2010 (NT)* (**MTA**), which additionally empowers the Minister to grant a renewal of MLN 1 for a term of years the Minister considers appropriate.

2. LTCMA and Waiver Agreement

There are two agreements that ERA is a party to that provide important context to this renewal application.

Firstly, ERA, the Northern Land Council (**NLC**) and the traditional owners of the Jabiluka Project Area, the Mirarr People (the **Mirarr Traditional Owners**), entered the 'Jabiluka Long Term Care and Maintenance Agreement' on 25 February 2005 (**LTCMA**). The LTCMA provides that despite the Mirarr Traditional Owners' formal consent to the grant of MLN1, the Mirarr Traditional Owners



opposed any development of the Jabiluka project area, and the parties agreed that ERA would not develop or mine MLN1 without the consent of the Mirarr Traditional Owners to that development.

Secondly, in acknowledgment and recognition of the LTCMA, the Northern Territory of Australia (the **NTG**) subsequently entered into an agreement with ERA on 23 December 2009 (the **Waiver Agreement**). Under the Waiver Agreement, in order to support ERA's commitment to the Mirarr Traditional Owners in the LTCMA, the NTG agreed to waive, suspend, and exempt ERA from, among other things, any condition or requirement to use the Jabiluka project area continuously and exclusively for the purpose for which MLN1 was granted.

There are some requirements under the Waiver Agreement, notably:

- ERA was required to use reasonable endeavours, having regard to the circumstances at the time, to obtain the consent of the Mirarr Traditional Owners to develop Jabiluka (but it was acknowledged that circumstances may be such that consent should not be sought or requested at a given time); and
- ERA was to provide an annual written report to the NTG on whether the Mirarr Traditional Owners' consent had been sought and whether it was given or refused, and efforts made to obtain that consent or reasons why it was not sought.

ERA has complied with the Waiver Agreement.

Throughout the term of MLN1, and as at the date of ERA's renewal application, the Mirarr Traditional Owners' consent to any mining or development of Jabiluka has not been forthcoming.

3. Compliance with conditions of MLN1

ERA has materially and substantially complied with the conditions of MLN1.

ERA has paid all rents and administrative fees required by the MTA.

ERA has generally complied with all reporting requirements in respect of MLN1.

ERA did not lodge an Annual Plan of Rehabilitation for a period from 2016 to 2020 pursuant to the Jabiluka Authorisation 0140-05 issued under the *Mining Management Act 2001 (NT)* (**MMA**). However, it is relevant that at the time the reports in question were not lodged, the LTCMA and the Waiver Agreement were in effect, and MLN1 was in a phase of long term care and maintenance pursuant to those arrangements at the time. As the Mirarr Traditional Owners had not provided consent to the mining of MLN1, ERA was not undertaking any activities of any note on MLN1, and nor was ERA required, or permitted, to do so. Therefore, there were no activities taking place on MLN1 to be reported on during these years.

Notably:

- no issue was raised at the time, or since, by the Minister or the government in relation to those reports not being provided, and nor was any notice issued to ERA requiring the reports to be provided or asserting that ERA was not in compliance; and
- ERA nevertheless recommenced filing such reports from 2021 despite it remaining the case that no mining activities were taking place on MLN1, as it remained the case that the Mirarr Traditional Owners' consent to mining had not been received.

ERA has otherwise received certificates of compliance from the Department of Industry, Tourism and Trade confirming that all statutory requirements under the MTA have been assessed as



satisfactory in respect of MLN1. ERA's most recent certificate of compliance in respect of operational year 41 was received on 23 June 2023 and is attached.

4. Reasons for seeking a renewal of MLN1

The renewal application requires ERA to state reasons for seeking the renewal.

a. Renewal is contemplated under the conditions of MLN1

Pursuant to condition 2 of MLN1, ERA is permitted to seek a renewal of MLN1 for a further term not exceeding 10 years. ERA is only seeking a renewal for 10 years, which is consistent with the term of a renewal that was contemplated from the very time of MLN1's initial grant.

b. The arrangements under the LTCMA are the best arrangements for all parties

ERA believes that the current set of arrangements are the best set of arrangements for MLN1. ERA has complied with the wording and intent of the LTCMA and the significant cultural heritage of the area has been protected. The LTCMA provides the Mirarr Traditional Owners with a right of veto which might not be granted again should the existing lease not be renewed.

Regardless of the outcome of the existing MLN1 lease, the orebody will remain. Uranium's utility in a carbon constrained world has grown and will likely grow significantly in the future. Accordingly, there remains the prospect of future national Governments or mining companies seeking the development of Jabiluka in the national or commercial interests. If the Mirarr Traditional Owners retain their rights under the LTCMA, supported by the Waiver Agreement, they will retain the highest level of control over the future of the Jabiluka orebody.

c. The strategic importance of Uranium

Uranium is a significant resource for both Australia and the world as the key ingredient for nuclear energy production. Nuclear energy can assist greatly in the attempts to lower global carbon emissions. On 2 December 2023 at COP 28 in Dubai, a partnership of 20 countries (including the USA, UK, Canada and France) committed to tripling nuclear energy generation by 2050.

New legislation in the USA (National Opportunity to Restore Uranium Supply Services In America Act of 2022), along with other supply constraints, has increased demand for Uranium from stable supplier nations.

Jabiluka has approximately 137kT of measured and indicated uranium resources.

In 2022-23, Australian exported 7.1% of world uranium requirements, placing it as the fourth largest producer of uranium producer after Kazakhstan, Canada and Namibia, despite having almost 30% of reasonably assured resources.

Jabiluka's uranium resources could deliver 2,843 TWh of low emissions energy. By way of comparison, this is more than 10 times Australia's entire 2020–2021 electricity generation of approximately 264 TWh.

d. The potential contribution to the Northern Territory economy

A lease renewal allows ERA the time to meaningfully collaborate with the Mirarr Traditional Owners to reach a mutual understanding of the full range of possibilities relating to maintaining the ongoing protection of significant cultural heritage and through this protection understanding what / if any



culturally appropriate development pathways may exist to enable the Mirarr Traditional Owners to make a fully informed decision.

The Northern Territory Government has a long-term aspiration to be a \$40 billion economy by 2030. To achieve this aspiration, the Territory Economic Reconstruction Commission (**TERC**) recommended in 2020 that the Government focus on the rapid growth of the energy and resources sector including targeting new mines and expanding existing foundations. The Mineral Development Taskforce (**MDT**) echoed the importance of taking immediate action to expand the mining sector by stating 'speedy development of new mines is critical to achieving targeted economic outcomes'.¹

There are not many major mines in the Northern Territory, so every mine will make a significant difference. MDT reported in December 2022 that for the Government to achieve its economic goal, in 10 years' time there would need to be 5 or more new operating mines. As at 31 October 2023, data provided by the Government confirms that there are currently 8 major operating mines in the Northern Territory² and growth has faced economic headwinds. With a significant royalty revenue shortfall on the horizon following the expected closure of three major mines after 2030, TERC recommends the Northern Territory Government start 'urgently working with existing operators to open new or expand existing mines will help address [this] economic impact'.³

Subject to reaching a mutually acceptable and beneficial outcome with the Mirarr Traditional Owners, Jabiluka presents an opportunity to implement key TERC recommendations including, securing broader economic outcomes for the Mirarr Traditional Owners, building local skills and growing the mining industry. Jabiluka is a known and undeveloped deposit which can provide jobs, apprenticeships and traineeships for Territorians as well as economic benefits for the Mirarr Traditional Owners as outlined above.

5. Details of the activities undertaken during the previous term of MLN1

During the initial term of MLN1, ERA has undertaken the following activities:

- 1991 - ERA purchased MLN1 from Pancontinental with the agreement of the NLC, and subsequently the Rehabilitation Deed assigned to ERA;
- 1992 - ERA commenced further drilling in Mine Valley (total of 31 holes);
- 1996 - ERA EIS submission for an underground mine at Jabiluka and milling at Ranger Mine (Ranger Mill Alternative (**RMA**));
- 1998 – Submission of Public Environment Report on Jabiluka Mill Alternative (**JMA**) with 50-50 option for disposal of tailings underground and in surface pits. Minister for Resources and Energy gave ERA conditional approval for the JMA, with 100 percent underground disposal of tailings; NT Government authorised construction of common elements of the RMA and JMA proposals. Construction phase of Jabiluka commenced with the installation of the Interim Water Management Pond (**IWMP**), blasting and excavation of the tunnel and installation of site support infrastructure;
- 1999 - Completion of portal, decline and box-cut and Stage 1 of Jabiluka. Project entered Standby Environmental Management and Planning Phase. Included covering of the mineralised stockpile with reinforced PVC fabric to minimise volume and load of sulphide oxidation products that could be produced;
- 2003 - ERA applied to NT Government for approval to backfill decline with mineralised stockpile and waste rock, and emptying and cleaning of IWMP. Following approval

¹ 2022 Mineral Development Taskforce Final Report p. 8.

² <https://resourcingtheterritory.nt.gov.au/minerals/mines-and-projects/operational-mines> (1 February 2024).

³ Territory Economic Reconstruction Commission Final Report p.18



Mineralised material trucked underground to backfill decline, pumping water and sludge / sediments from IWMP into decline, non-mineralised material backfilled into decline, all surface and subsurface infrastructure was removed from Jabiluka and the box-cut was backfilled;

- 2005 – ERA, NLC and Mirarr Traditional Owners enter into the Long Term Care and Maintenance agreement;
- 2005 - Revegetation of disturbed areas at Jabiluka footprint began with the planting of local native tree seedlings. Works to decommission and rehabilitate Djarr-Djarr commenced, including removal of infrastructure;
- 2006 - Commencement of revegetation works at Djarr-Djarr;
- 2008 - Djarr-Djarr wildfires through revegetated area (several fires reported between 2008 and 2009);
- 2009 - Integrated program of works to progress Djarr-Djarr towards a condition consistent with draft restoration criteria and entry into the Waiver Agreement with the Territory;
- 2013 - Reshaping of stockpile area and removal of IWMP completed; and
- 2013-present - Long Term Care and Maintenance.

Due to the arrangements with the Mirarr Traditional Owners under the LTCMA, no mining or development activities have been undertaken within the area of MLN1 since 2004.

6. Proposed future activities to be undertaken on MLN1

In accordance with the LTCMA and the Waiver Agreement no mining activities can occur without the approval of the Mirarr Traditional Owners. ERA proposes to continue to work with the Mirarr Traditional Owners and the NLC to determine if support could be obtained from the Mirarr Traditional Owners for mining on MLN1 in accordance with the LTCMA.

Should the Mirarr Traditional Owners' consent be forthcoming, ERA will notify the NTG accordingly and advise the NTG of proposed activities to be carried out on MLN1 during the remainder of the renewed term. Any such activities will necessarily be dependent on the point in time during the renewed term that any Mirarr Traditional Owner consent was received.

7. Necessary criteria

ERA :

- (a) has given the Minister all the information to make a proper decision;
- (b) has complied with the requirements under the MTA;
- (c) has complied substantially with the conditions of each mineral title it holds, to the extent required by the Minister;
- (d) in respect of mineral titles which were held by ERA but are no longer in force, it has paid all outstanding fees and rent payable in relation to the titles and complied with the rehabilitation requirements of the title area;
- (e) has substantially complied with the rehabilitation requirements for each title area it holds; and
- (f) has been actively negotiating in good faith in relation to the grant of other mineral titles the subject of the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*.



ERA also maintains that it is a fit and proper person to continue to hold MLN1.

8. Rent

In accordance with section 67 of the MTA and regulation 77(1) of the *Mineral Titles Regulations*, ERA provides the rent prescribed for the first operating year after renewal.

Please do not hesitate to contact myself if you have any questions or require additional information.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Brad Welsh', is positioned above the typed name.

Brad Welsh
Chief Executive
Energy Resources of Australia Limited
Brad.Welsh@riotinto.com
T: +61 (0) 8 89423500



ATTACHMENT

Annual Review Notice Yr41 – Certificate of Compliance

From: [Drew Sarhen](#) on behalf of [Tmt ITT](#)
To: [Nolan, David \(RIOTINTO-ASHURST\)](#); [Prest, Richard \(ERA\)](#)
Cc: [Creed, Lisa \(ERA\)](#)
Subject: [External] Annual Review Notice Yr41 - Energy Resources of Australia Ltd - MLN1
Date: Friday, 23 June 2023 10:19:35 AM
Attachments: [image001.jpg](#)
Importance: High

Some people who received this message don't often get email from tmt.itt@nt.gov.au. [Learn why this is important](#)

Good Morning,

The annual review for year forty one (41) in respect to Mineral Lease (Northern) 1 has been completed.

| Title | Operational Year | Rent | Administration Fee | Annual Reports |
|-------|------------------|------|--------------------|----------------|
| MLN1 | 42 | Paid | Paid | Received |

Please be advised that all statutory requirements have been assessed as satisfactory.

Should you have any enquiries please contact Mineral Titles on (08) 8999 5322.

Kind regards

Drew Sarhen

Titles Officer, Titles Management Team

t. +61 8 8999 5322

e. tmt.itt@nt.gov.au

Department of Industry, Tourism and Trade

Northern Territory Government of Australia

Level 5, Paspalis Centrepoint Building, 48-50 Smith St Mall, Darwin NT 0800

GPO Box 4550, Darwin NT 0801

nt.gov.au

NTG_Mono



Renewal Application

Mineral Lease, Extractive Mineral Permit, Extractive Mineral Lease or Mineral Authority

Mineral Titles Act 2010 – Section 43, 52, 56 & 118

Approved Form 9

| Title details | | | |
|---|---|---------------------------|-------------------------|
| Mineral Lease | MLN1 | Extractive Mineral Permit | |
| Extractive Mineral Lease | | Mineral Authority | |
| Titleholder details - for more than two title holders, please attach a separate sheet showing full details for each additional holder | | | |
| Titleholder one | | | |
| Full name | Energy Resources of Australia Limited (ERA) | | |
| Principal or residential address | 24 Mitchell Street, Darwin City NT 0800 | | |
| Postal address | GPO Box 2394 Darwin NT 0801 | | |
| ACN | 008 550 865 | | |
| Telephone | +61 (0) 8 8924 3500 | Email | Brad.welsh@riotinto.com |

| | | | |
|--|---|---------------------|--|
| <p>Title holder profile</p> | <p>ERA is a uranium mining company listed on the Australian Securities Exchange and with a head office located in Darwin. Its majority shareholder is Rio Tinto.</p> <p>It is the long term operator of the former Ranger uranium mine, located near Jabiru, Northern Territory. ERA has been operating in the Northern Territory since 1980, when it acquired the Ranger mine. All of ERA's key assets and mining tenements are located in the Northern Territory.</p> <p>ERA ceased the mining of uranium at Ranger in 2012 but continued to process stockpiled ore at Ranger until 8 January 2021, when the project's authorisation, issued under the <i>Atomic Energy Act 1953 (Cth)</i> (Ranger Authority), required all mining and mineral processing to cease. Under the terms of the current Ranger Authority, ERA's rights to access, occupy and use the Ranger Project Area continue until 8 January 2026, but are limited to undertaking rehabilitation activities. The <i>Atomic Energy Act</i> was recently amended to allow for ERA to apply for a further "Rehabilitation Authority" that would allow it to continue rehabilitation at Ranger beyond 2026, and it is ERA's intention to apply for such a further authority to allow for rehabilitation of the site to continue through to completion.</p> <p>ERA is also the long term title holder of MLN1 (the Jabiluka Mineral Lease), which is the subject of the renewal application. The Jabiluka Mineral Lease is, amongst other agreements, subject to a Long Term Care and Maintenance Agreement with Traditional Owners and the Northern Land Council.</p> | | |
| <p>Titleholder two</p> | | | |
| <p>Full name</p> | | | |
| <p>Principal or residential address</p> | | | |
| <p>Postal address</p> | | | |
| <p>ACN</p> | | | |
| <p>Telephone</p> | | <p>Email</p> | |
| <p>Title holder profile</p> | | | |

| Nomination of contact | | | |
|---|---------------------------------|-------------------|------|
| Please nominate a contact (if different from title holder 1) to whom all correspondence is to be addressed. | | | |
| Full name of contact/agent | | | |
| Postal address | | | |
| Telephone | | Email | |
| Authority to act as nominated contact | | | |
| A nominated contact will also be deemed to have ongoing authority to undertake all statutory requirements relating to this title. Please note: | | | |
| <ol style="list-style-type: none"> 1) It is the responsibility of the title holder to advise the department, in writing, of any changes to your contact. (section 98) 2) This authority relates to statutory requirements only – i.e. payment of rent and administration fees, nomination of blocks. If you wish to also have authority for the lodgement of dealings, amalgamations, withdrawal or surrenders you must attach a letter of authority that clearly identifies all matters that you will have responsibility for. 3) Any changes to the authorisation must be made in writing, signed by the title holder and lodged with the department. | | | |
| Particulars of area | | | |
| Area retained | 100% - approximately 7275 ha | Area relinquished | 0 ha |
| Particulars of term | | | |
| Term applied for | 10 years | | |
| Reason for seeking renewal | | | |
| State the reason for seeking renewal. Max 500 words ~ one page, information may be entered here or attached separately. | | | |
| See supporting document. | | | |

Details of activities during previous term

State the activities completed during the previous term. Max 1000 words ~ two pages, information may be entered here or attached separately.

See supporting document.

Proposed future activities

State the proposed future activities. Max 1000 words ~ two pages, information may be entered here or attached separately.

See supporting document.

Signatures of title holder/s – not required for e-mailed applications

| | | | |
|-------------------------|--|-------------|--|
| Title holder one | | Date | |
| Title holder two | | Date | |

Payment / lodgement methods

Mail

Make a cheque payable to Receiver of Territory Monies.
GPO Box 4550, Darwin NT 0801

In person

Mineral Titles
5th Floor, Paspalis Centrepoint Building, 48-50 Smith Street, The Mall, Darwin
Eftpos available – no cash out facilities

By phone

Please call (08) 8999 5322 to pay by phone.

By Email

Email application to titles.info@nt.gov.au

Direct deposit

Department of Industry, Tourism and Trade
BSB: 085-933
Account: 187960924

Please include a reference (e.g. title number) in your electronic transaction to ensure your payment is easily identifiable. A remittance advice (confirmation of payment) **must** be emailed to titles.info@nt.gov.au to enable payment to be received.

Failure to provide the remittance advice at the time of lodgement will result in the refusal of the application.

Further information

Email your completed form to titles.info@nt.gov.au

For more information see <http://www.nt.gov.au/mining-energy> or phone (08) 8999 5322

Privacy statement

The Department of Industry, Tourism and Trade (the department) is seeking information from you for the purposes of assessing your application under s79 of the Mineral Titles Act 2010 (the Act). This information will be kept confidential except as required by law.

The department is required to keep a register of mineral titles under s121 of the Act. The information contained in this register includes the details of all applications for mineral titles, including the name of the grantee, the term of the mineral title and a description of the land the subject of the mineral title. Any person may obtain copies of this information under s121 and s128 of the Act, on payment of the prescribed fee.

Section 121 of the Act also provides for the Minister to publish information from this register on the department's website, if it is considered appropriate to do so.



MINISTER FOR MINING
MINISTER FOR AGRIBUSINESS AND FISHERIES

Parliament House
State Square
Darwin NT 0800
minister.monaghan@nt.gov.au

GPO Box 3146
Darwin NT 0801
Telephone: 08 8936 5547

Mr Brad Welsh
Chief Executive Officer
Energy Resources Australia
24 Mitchell St
DARWIN NT 0800

Email: brad.welsh@riotinto.com

Dear Mr Welsh

Brad

I refer to your application to the Department of Industry, Tourism and Trade dated 20 March 2024 on behalf of Energy Resources of Australia (ERA), as the title holder of Jabiluka Mineral Lease 1 (Jabiluka MLN1) seeking a renewal of Jabiluka MLN1 for a period of ten years pursuant to section 43 of the *Mineral Titles Act 2010* (NT) (the Mineral Titles Act).

Pursuant to section 187(1) of the *Mineral Titles Act*, in relation to a prescribed substance, the Act requires that I:

- (a) exercise my powers in accordance with, and give effect to, the advice of the Commonwealth Minister; and
- (b) must not exercise my powers otherwise than in accordance with the advice of the Commonwealth Minister.

Consistent with section 187(1), on 23 July 2024, I sought the advice of the Commonwealth Minister, the Hon Madeleine King MP, Minister for Resources and Minister for Northern Australia, in relation to ERA's application to renew the Jabiluka MLN1.

I confirm that on 25 July 2024, the Commonwealth Minister advised me to refuse ERA's application to renew the Jabiluka MLN1.

Accordingly, I advise that the application to renew the Jabiluka MLN1 is refused.

Yours sincerely

MARK MONAGHAN

26 JUL 2024

cc the Hon Madeleine King MP, Commonwealth Minister for Resources

26 July 2024

The Honourable Mark Monaghan
Minister for Mining and Minister for Agribusiness and Fisheries
Parliament House
State Square
Darwin NT 0800

Email: minister.monaghan@nt.gov.au

Dear Minister

Mineral Lease No.1 Jabiluka - Renewal

I refer to your correspondence of today advising of your decision to refuse the application made by Energy Resources of Australia (**ERA**) for the renewal of the Jabiluka mining lease, MLN1.

It goes without saying that ERA is extremely disappointed by this decision. This is especially so given the limited notice that was afforded to ERA of the decision, the lack of reasons offered (beyond stating the decision was made on the advice of the Commonwealth Minister) and the absence of any consultation in regards to the decision.

The conditions of MLN1 provided ERA with a right to a renewal for a further term of 10 years. ERA is surprised that the government has not acted in accordance with that condition. That is especially so given ERA's demonstrated commitment to the Long Term Care and Maintenance Agreement, pursuant to which it has committed to only undertake any future mining at Jabiluka with the agreement of the Mirarr Traditional Owners.

As you will appreciate, given the significance of this decision to the company, ERA will be considering its rights and the potential legal options available to it.

Yours sincerely



Brad Welsh
Chief Executive

29 July 2024

The Honourable Madeleine King
Minister for Resources and Minister for Northern Australia
Parliament House
Canberra ACT 2600

Email: minister.king@industry.gov.au

Dear Minister

Mineral Lease No.1 Jabiluka - Renewal

I refer to the attached correspondence dated 26 July 2024 from the Northern Territory Minister for Mining, Minister Monaghan, advising of his decision to refuse the application made by Energy Resources of Australia (**ERA**) for the renewal of the Jabiluka mining lease, MLN1.

On Friday 26 July 2024 your office advised me I would be provided your advice to Minister Monaghan on Monday 29 July 2024. I have not as of yet received this advice.

I also request that you confirm when the application for renewal was referred to you, and when your decision on the application was made.

ERA is extremely disappointed by this decision. This is particularly so given that ERA was provided limited advance notice, ERA was not afforded procedural fairness in respect of the proposed decision and no reasons for the decision have been given.

The conditions of MLN1 provided ERA with a right to a renewal for a further term of 10 years. ERA is surprised that the government has not acted in accordance with that condition. That is especially so given ERA's demonstrated commitment to the Long Term Care and Maintenance Agreement, pursuant to which it has committed to only undertake any future mining at Jabiluka with the agreement of the Mirarr Traditional Owners.

As you will appreciate, given the significance of this decision to the company, ERA will be considering its rights and the potential legal options available to it.

Yours sincerely



Brad Welsh
Chief Executive

1 August 2024

The Honourable Mark Monaghan
Minister for Mining and Minister for Agribusiness and Fisheries
Parliament House
State Square
Darwin NT 0800

Email: minister.monaghan@nt.gov.au

Dear Minister

Mineral Lease No.1 Jabiluka – Request for reasons for decision to refuse renewal

I refer to your letter of 26 July 2024 advising of your **Decision** to refuse the application by Energy Resources of Australia (**ERA**) dated 20 March 2024 to renew the Jabiluka Mineral Lease 1 (**Jabiluka MLN1**) (the **Application**).

As foreshadowed by my letter to you of 26 July 2024, given your decision and its evident significant effect on the interests of ERA, ERA is considering its rights and the potential legal options available to it.

In these circumstances, ERA requests that you provide copies of:

- a) any record of the Decision;
- b) any reasons for the Decision; and
- c) the material before you at the time you made the Decision, including the “advice” dated 25 July 2024 referred to in your letter of 26 July 2024.

ERA requests that you provide these documents as soon as possible and, in any event, by no later than 4pm ACST tomorrow, Friday 2 August 2024. ERA seeks these documents urgently to ensure that it can take steps promptly to consider and, if necessary, protect its rights.

Yours sincerely



Brad Welsh
Chief Executive

2 August 2024

Mr Brad Welsh
Chief Executive Officer
Energy Resources of Australia
24 Mitchell St
DARWIN NT 0800

Email: brad.welsh@riotinto.com

Dear Mr Welsh *Brad*

Jabiluka MLN1 – Request for reasons for decision to refuse renewal

I refer to your letter dated 1 August 2024 to the Hon Mark Monaghan MLA, Minister for Mining, requesting copies of documents relating to the decision to refuse ERA's application to renew Jabiluka MLN1, communicated to you by letter of 26 July 2024.

Minister Monaghan has requested that I respond to your letter on his behalf.

As you know, under the *Mineral Titles Act 2010* (NT) (the Act), consistent with the regulatory responsibilities of the Northern Territory and the Australian Government in relation to prescribed substances such as uranium, the Act requires the Northern Territory Minister to exercise his powers in accordance with, and give effect to, the advice of the Commonwealth Minister and to not exercise those powers otherwise than in accordance with the advice of the Commonwealth Minister.

While I am unable to provide you with a copy of the advice of the Commonwealth Minister, provided to me on 25 July 2024, advising me to refuse to renew ERA's application, I can advise that Minister Madeleine King MP's advice was based on consideration of a number of matters including, but not limited to, the views of ERA, the Northern Land Council and Mirarr Traditional Owners.

Those considerations included ERA's submission that:

- mining the site could deliver economic benefits for the Northern Territory, the region and the Mirarr Traditional Owners;
- the site's uranium, if mined, could be used to produce a significant amount of nuclear energy, contributing to global efforts to lower carbon emissions;
- under the Jabiluka Long-Term Care and Maintenance Agreement (the Agreement), ERA has committed that mining and development will not occur without the consent of the Mirarr Traditional Owners; and
- the arrangements under the Agreement are the best option for all parties.

However, the Commonwealth Minister also advised that she considered it significant that the Mirarr Traditional Owners strongly objected to the renewal of Jabiluka MLN1 and that it was unlikely that the Mirarr People would consent to mining or development within the proposed term of renewal sought. Noting ERA's commitment not to mine without the consent of the Mirarr People, the Commonwealth Minister's advice was that the prospects of the site being developed or mined within the ten year renewal period sought were considered low.

Given the arrangements under the Act regarding the decision making process for prescribed substances, I refer you to the Commonwealth Minister's office for any other information or documents related to the decision to refuse ERA's application.

Yours sincerely



Anne Tan
Deputy Chief Executive Officer Mining and Energy

3 August 2024

The Honourable Madeleine King
Minister for Resources and Minister for
Northern Australia
Parliament House
Canberra ACT 2600

By email:
minister.king@industry.gov.au

Dear Minister

Mineral Lease No.1 Jabiluka - Renewal

I refer to my letter to you of 29 July 2024 requesting that, amongst other things, you provide ERA with the advice that you provided to Minister Monaghan regarding the renewal of the Jabiluka mining lease, MLN1.

We have not yet received a response to that letter.

In the interim, we received a letter from Minister Monaghan, a copy of which is **enclosed** for your reference.

That letter discloses aspects of the advice that you provided to Minister Monaghan but states that Minister Monaghan is unable to provide ERA with a copy. Minister Monaghan's office then refers ERA to your office for further information.

We request that you provide:

- (a) by return, a copy of your advice to Minister Monaghan; and
- (b) as a matter of urgency, the matters relied upon in preparing that advice.

Yours sincerely



Brad Welsh
Chief Executive

NORTHERN TERRITORY OF AUSTRALIA
MINERAL TITLES ACT 2010
Ministers Certificate

Section 128

Report run on: AUGUST 06, 2024 10:41 AM

Title Number 1
Title Type Mineral Lease (Northern) (MLN)
Purpose Uranium
Lease Name Jabiluka
Status Granted, 12/08/1982

Party Details

| Type | Name | ACN | % |
|-----------|--|-------------|-----|
| Current | ENERGY RESOURCES OF AUSTRALIA LTD. GPO Box 2394 DARWIN NT 0801 | 008 550 865 | 100 |
| Applicant | BARRICK (KALGOORLIE) LIMITED* 24th floor, 1 Alfred Street SYDNEY NSW 2000 | 009 712 092 | 65 |
| Applicant | TEXACO OIL DEVELOPMENT COMPANY * Pancontinental Mining Ltd AMP Centre 50 SYDNEY NSW 2000 | 000 988 670 | 35 |
| Past | BARRICK (KALGOORLIE) LIMITED* 24th floor, 1 Alfred Street SYDNEY NSW 2000 | 009 712 092 | 65 |
| Past | TEXACO OIL DEVELOPMENT COMPANY * Pancontinental Mining Ltd AMP Centre 50 SYDNEY NSW 2000 | 000 988 670 | 35 |
| Manager | ENERGY RESOURCES OF AUSTRALIA LTD. GPO Box 2394 DARWIN NT 0801 | 008 550 865 | 0 |

Map

| Map Number | Map Name | Year |
|------------|----------|------|
| 09/5 | CAHILL | |

Advertising

| Newspaper | Date |
|-----------|------|
|-----------|------|

Application/Grant

| Effective Date | Period | Area | Expiry Date |
|----------------------|----------|---------------|-------------|
| APPLIED: 08 MAY 1981 | 42 Years | 7275 Hectares | |
| GRANTED: 12 AUG 1982 | 42 Years | 7275 Hectares | 11 AUG 2024 |

Renewals

| Renewal Date | Period | Area | Expiry Date |
|------------------------------------|----------|---------------|-------------|
| R1 Renewal Application 20 MAR 2024 | 10 Years | 7275 Hectares | |
| R1 Renewal Refusal 26 JUL 2024 | Years | Hectares | |

Gazette/Mining Notice

| Notice Number | Date |
|---------------|-------------|
| ntg24 | 20 JUN 1984 |

NORTHERN TERRITORY OF AUSTRALIA
MINERAL TITLES ACT 2010
Ministers Certificate

Section 128

Report run on: AUGUST 06, 2024 10:41 AM

Title Number **1**
Title Type **Mineral Lease (Northern) (MLN)**
Purpose **Uranium**
Lease Name **Jabiluka**
Status **Granted, 12/08/1982**

Reduction

| Application Date | Effective Date | Year | Area Retained |
|------------------|----------------|------|---------------|
|------------------|----------------|------|---------------|

Annual Reporting

| Year | Report Type | Date Received | Report Status |
|------|---------------|---------------|---------------|
| 23 | Annual Report | 04 APR 2005 | Accepted |
| 24 | Annual Report | 10 APR 2007 | Accepted |
| 25 | Annual Report | 23 AUG 2007 | Accepted |
| 26 | Annual Report | 10 DEC 2008 | Accepted |
| 33 | Annual Report | 27 JUL 2015 | Accepted |

Amalgamations/Conversions

| Associated Type | Effective Date | Associated Title Type | Associated Title Number |
|-----------------|----------------|-----------------------|-------------------------|
|-----------------|----------------|-----------------------|-------------------------|

Dealings

| Dealing | Type | Lodged | Approved | Registered | Terminated |
|---------|-----------|------------|------------|------------|------------|
| 4640 | Agreement | 07/01/1988 | 01/02/1988 | 01/02/1988 | 21/08/1991 |
| 4663 | Caveat | 03/02/1988 | 03/02/1988 | 03/02/1988 | 21/08/1991 |
| 4664 | Caveat | 03/02/1988 | 03/02/1988 | 03/02/1988 | 21/08/1991 |
| 5458 | Agreement | 15/03/1991 | 05/07/1991 | 05/07/1991 | 21/08/1991 |
| 5459 | Agreement | 15/03/1991 | 05/07/1991 | 05/07/1991 | 21/08/1991 |
| 5457 | Agreement | 15/03/1991 | 05/07/1991 | 05/07/1991 | 21/08/1991 |
| 5520 | Transfer | 21/08/1991 | 21/08/1991 | 21/08/1991 | |
| 5524 | Agreement | 21/08/1991 | 21/08/1991 | 21/08/1991 | 21/08/1991 |
| 5523 | Agreement | 21/08/1991 | 21/08/1991 | 21/08/1991 | 21/08/1991 |
| 5521 | Transfer | 21/08/1991 | 21/08/1991 | 21/08/1991 | |
| 5522 | Caveat | 21/08/1991 | | 21/08/1991 | 28/05/2002 |

ALRA

| Alra Trans Type | Offer No. | Proposal | Extend | Effective Date | To Date |
|-----------------|-----------|----------|--------|----------------|---------|
|-----------------|-----------|----------|--------|----------------|---------|

Survey Plan

| Survey Number | Effective Date |
|---------------|----------------|
| S80/88 | 05 JAN 1981 |

**NORTHERN TERRITORY OF AUSTRALIA
MINERAL TITLES ACT 2010
Ministers Certificate**

Section 128

Report run on: AUGUST 06, 2024 10:41 AM

| | |
|---------------------|---------------------------------------|
| Title Number | 1 |
| Title Type | Mineral Lease (Northern) (MLN) |
| Purpose | Uranium |
| Lease Name | Jabiluka |
| Status | Granted, 12/08/1982 |

I hereby certify this to be a true extract of the data in the Register of Titles as at AUGUST 06, 2024 10:41 AM.



**Director Mineral Titles
TUESDAY the 06th of AUGUST 2024**

ASX Announcement

Response to media speculation

29 July 2024

Energy Resources of Australia Ltd (**ERA** or the **Company**) notes recent media speculation that the Company has received a proposal for the mineral lease over the Jabiluka project area (**MLN-1**) from Boss Energy Limited.

ERA confirms that it received a non-binding indicative offer from Boss Energy Limited to buy MLN-1 for \$550 million, subject to conditions including due diligence (including Boss Energy being satisfied with the status of MLN-1) and relevant regulatory and third party approvals (including Ministerial and Northern Land Council approvals). The proposal involved a number of features, including a 10% free carried interest (post recovery of capital) in favour a Northern Territory focussed indigenous foundation to support indigenous communities.

Discussions were in initial stages, but ERA received notice yesterday evening that the proposal has been withdrawn given the announcement released by the NT government on 26 July 2024, advising that the Jabiluka Mineral Lease will not be renewed.

As noted in its announcement on 26 July 2024, ERA is assessing the options available to it following the Northern Territory government non-renewal announcement.

ERA will keep ERA shareholders informed in accordance with its continuous disclosure obligations, and otherwise does not intend to comment further at this time.

This announcement is authorised by the Disclosure Committee.

For further information, please contact:

Media

Ben Mitchell
Stinton Advisory
Mobile: +61 419 850 212
Email: ben@stintonadvisory.com.au

Investor Relations

Craig Sainsbury
Atomic Markets
Mobile: +61 428 550 499
Email: craig.sainsbury@atomicgroup.com.au



About Energy Resources Australia Ltd

Energy Resources of Australia Ltd (ERA) has been one of the nation's largest uranium producers and operated Australia's longest continually producing uranium mine.

After closure of the Ranger Mine in 2021, ERA is now committed to creating a positive legacy and achieving world class, sustainable rehabilitation of former mine assets.

The Ranger Rehabilitation Project is located on Aboriginal land and is surrounded by, but separate from, Kakadu National Park. ERA respectfully acknowledges the Mirarr people, Traditional Custodians of the land on which the Ranger Project Area is situated.

ERA's Ranger Project Area (100%) is located eight kilometres east of Jabiru and 260 kilometres east of Darwin, in Australia's Northern Territory. ERA also holds title to the Jabiluka Mineral Lease (100%) and is a signatory to the Long Term Care and Maintenance Agreement over the Jabiluka Mineral Lease.

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The Hon Madeleine King MP

Minister for Resources and Minister for Northern Australia

[\(/ministers/king\)](/ministers/king)

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[Media Releases \(/ministers/king/media-releases\)](/ministers/king/media-releases) >

Work begins to add Jabiluka site to Kakadu National Park

Work begins to add Jabiluka site to Kakadu National Park

27 July 2024

Joint media release with Minister for the Environment and Water, the Hon Tanya Plibersek.

The Albanese Labor Government has advised the Northern Territory Government that the Jabiluka Mineral Lease should not be renewed, allowing the site to be added to Kakadu National Park.

The Commonwealth advice has enabled the Northern Territory Government to decline to extend the lease of the Jabiluka uranium project.

The Albanese Government will now begin the process of incorporating the site to the Kakadu National Park, in line with the wishes of the Mirarr Traditional Owners.

Minister for Resources and Northern Australia Madeleine King said the decision would end decades of uncertainty about the project.

“ERA and their major shareholder, Rio Tinto, rightly committed to not developing the site without the support of the Mirarr Traditional Owners, who are completely opposed to the renewal of the lease.

“I have met with all significant stakeholders in the Jabiluka Mineral Lease. This decision provides clarity and certainty to all parties.”

Minister King said Jabiluka contains outstanding and extensive rock art, shelters and paintings that are recognised as among the longest historical records of any group of people on earth.

“Aboriginal people have occupied the Kakadu region continuously for at least 65,000 years.”

Minister for the Environment and Water, Tanya Plibersek said “Following this significant step, we can now work with Traditional Owners to begin the process of incorporating Jabiluka into Kakadu National Park.

“Labor protected Macquarie Island, Kakadu, the Daintree and the Great Barrier Reef. And today we are expanding on that legacy.

“Kakadu is one of our most precious places – Kakadu’s rock art documents Indigenous creation stories and makes up one of the longest historical records of any group of people in the world.

“And it’s home to 2,000 plant species, around one-third of all Australian bird species and about one-fifth of all Australian mammals.

“That’s why today I’m pleased to begin work to incorporate the Jabiluka site into Kakadu National Park.

“We’ll do that alongside Mirrar Traditional Owners who have been successfully looking after this land for tens of thousands of years.”

Senior Traditional Owner of Jabiluka, Yvonne Margarula said “Jabiluka is a significant place for Mirrar people. It is the site of strong cultural significance – a place we have fought to protect.

“I thank all people and governments who have worked with Mirrar over the last 30 years to ensure the protection of Jabiluka.”

The mineral lease for the site will end on August 11.

Energy Resources Australia (ERA) has held the licence of the Jabiluka site since 1991 but no mine has been developed.

Jabiluka sits alongside the former Ranger Uranium Mine, which is also owned by ERA and their major shareholder, Rio Tinto, and has been in rehabilitation since 2021.

The decision will not impact Australian uranium supplies to customers as the Jabiluka site has never been mined.

Ministers

[The Hon Madeleine King MP \(/ministers/king\)](#)

[The Hon Ed Husic MP \(/ministers/husic\)](#)

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The department acknowledges the traditional owners of the country throughout Australia and their continuing connection to land, sea and community. We pay our respect to them and their cultures and to the elders past and present.