

Exhibit Certificate

No. NSD1056 of 2024

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

EXHIBIT SO-1

This is the exhibit marked "SO-1" now produced and show to Susan O'Sullivan at the time of affirming her affidavit before me:

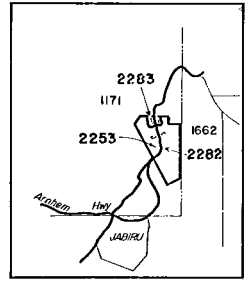
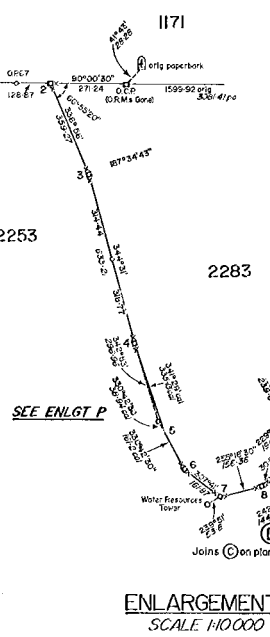
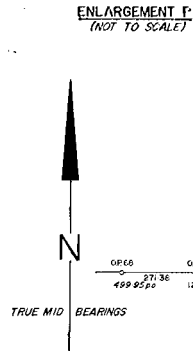
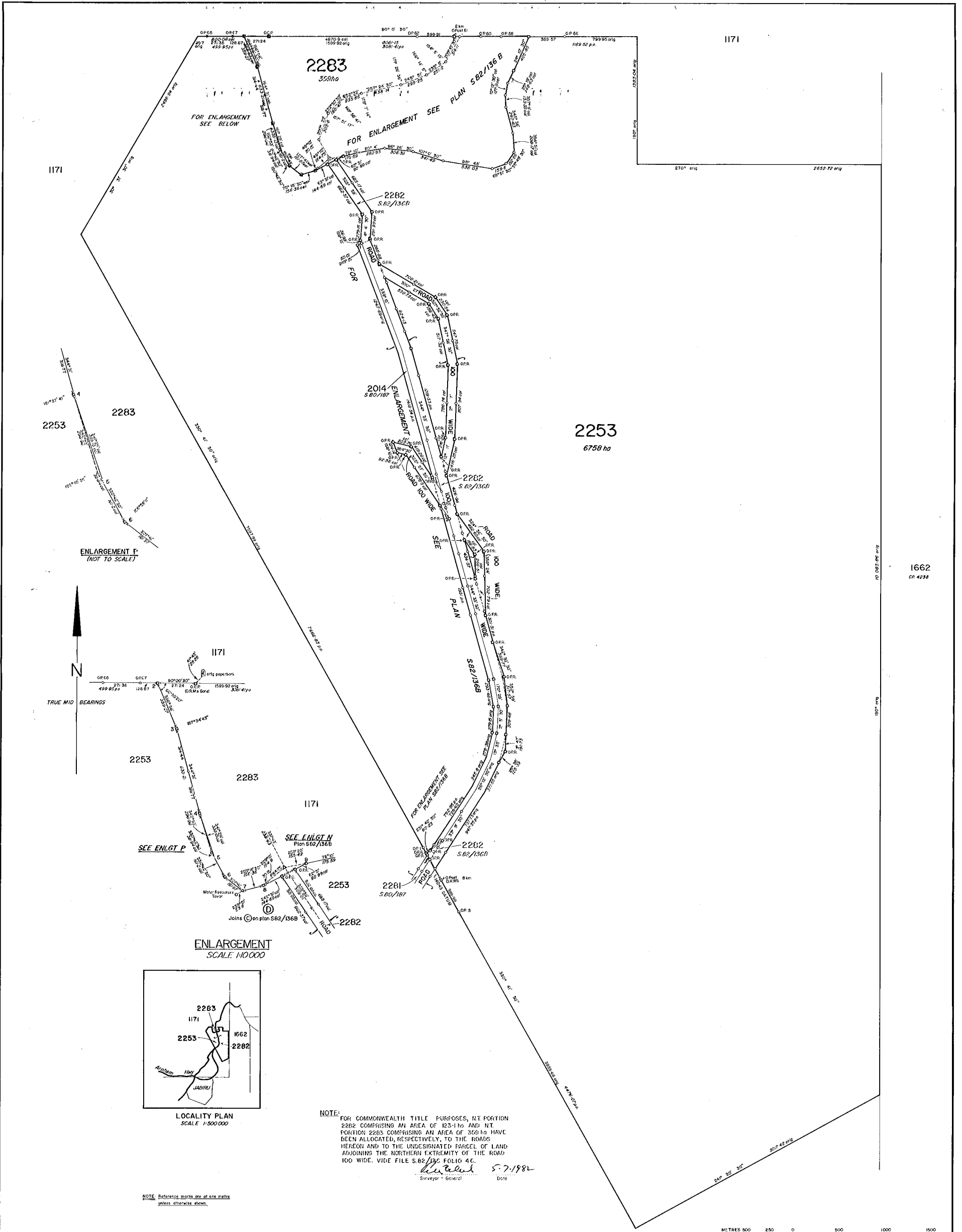


Signature of witness

Name and qualification of witness: BRIETTA GUILLEMET
C.DEC 114042

Date: 10 September 2024

Filed on behalf of (name & role of party) Yvonne Margarula, applicant for joinder
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(include state and postcode) _____



NOTE: FOR COMMONWEALTH TITLE PURPOSES, NT PORTION 2282 COMPRISING AN AREA OF 123.1 ha AND NT PORTION 2283 COMPRISING AN AREA OF 358 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

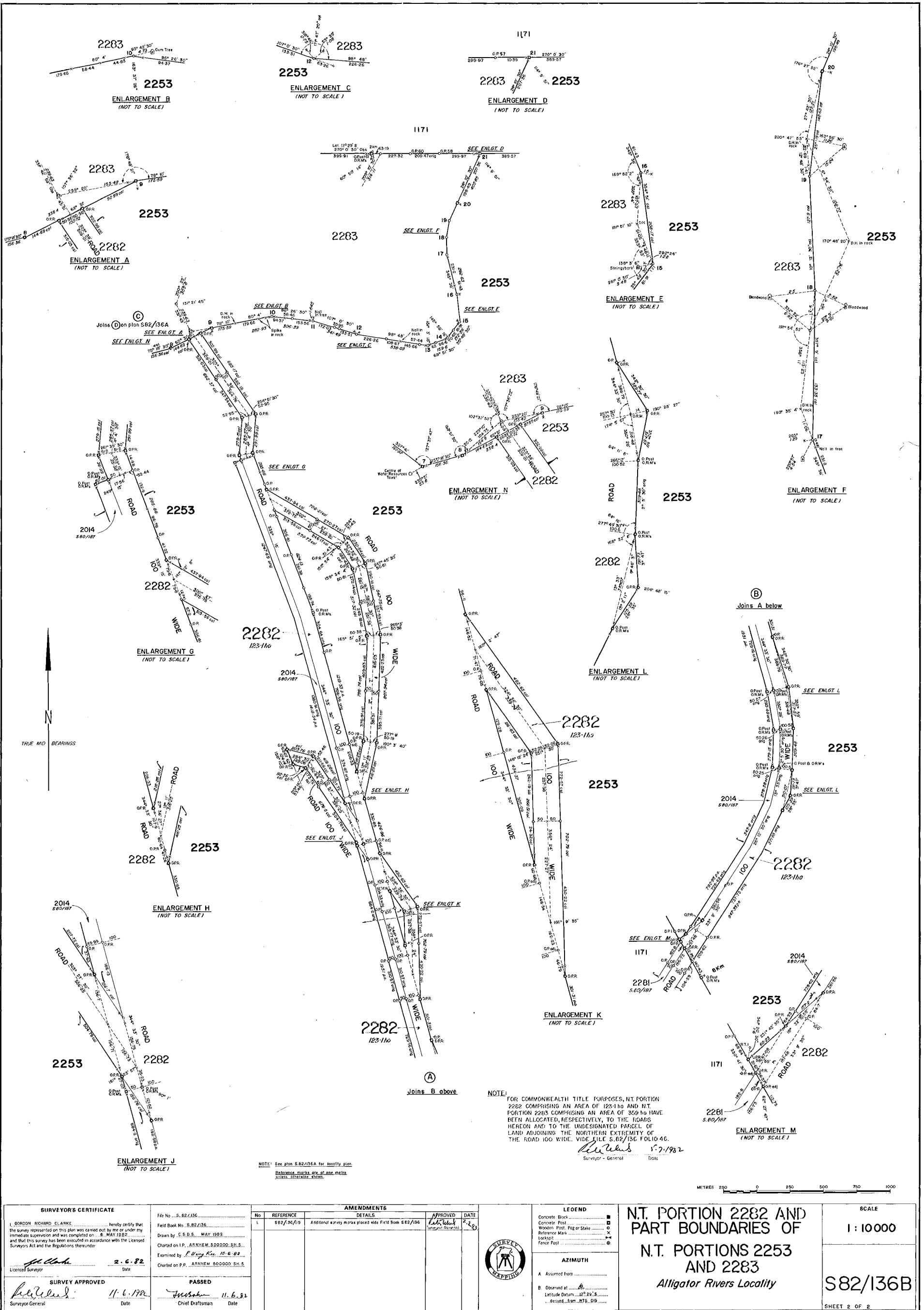
NOTE: Reference marks are of one metre unless otherwise shown.



SURVEYOR'S CERTIFICATE I, GORDON 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 Licensee/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>S82/136/25</td> <td>Additional survey marks placed and boundary amendments to NT Portions 2283 and 2283 wide 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	S82/136/25	Additional survey marks placed and boundary amendments to NT Portions 2283 and 2283 wide field book S82/136.	<i>[Signature]</i> Surveyor-General	12.8.82	LEGEND Concrete Block <input type="checkbox"/> Concrete Post <input type="checkbox"/> Wooden Post, Peg or Stake <input type="checkbox"/> Reference Mark <input type="checkbox"/> Limestone <input type="checkbox"/> Fence Post <input type="checkbox"/> A Assumed from B Observed at Latitude Datum $12^{\circ} 22' E$ derived from N.T.A.O.		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	S82/136/25	Additional survey marks placed and boundary amendments to NT Portions 2283 and 2283 wide 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		METRES 0 250 500 1000 1500													

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

10-2-83



TRUE MID BEARINGS

NOTE: FOR COMMONWEALTH TITLE PURPOSES, PORTION 2282 COMPRISING AN AREA OF 123.1ha AND 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 46.

[Signature] 15/7/98
Surveyor - General Date

NOTE: See plan S.82/136A for locality plan.
Distance marks are in metres unless otherwise shown.

SURVEYOR'S CERTIFICATE I, <u>BORSON 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>5 MAY 1982</u> and that this survey has been executed in accordance with the Licensed Surveyors Act and the Regulations thereunder. Licensed Surveyor <u>[Signature]</u> Date <u>2.6.82</u>		AMENDMENTS No. REFERENCE DETAILS APPROVED DATE 1 S82/136/9 Additional survey marks placed vide Field Book S82/136 <u>[Signature]</u> <u>[Date]</u>		LEGEND Concrete Block <u>[Symbol]</u> Concrete Post <u>[Symbol]</u> Wooden Post, Peg or Stake <u>[Symbol]</u> Reference Mark <u>[Symbol]</u> Lookout <u>[Symbol]</u> Fence Post <u>[Symbol]</u> AZIMUTH A Assumed from _____ B Observed at _____ Latitude Datum <u>123.22'S</u> Azimuth from <u>MTS 519</u>		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	
SURVEY APPROVED <u>[Signature]</u> 11.6.82 Date Surveyor General		PASSED <u>[Signature]</u> 11.6.82 Date Chief Draftsman		METRES 0 250 500 750 1000			

RANGER URANIUM ENVIRONMENTAL INQUIRY

SECOND REPORT

Presiding Commissioner: Mr Justice R. W. Fox
Commissioner: Mr G. G. Kelleher
Commissioner: Professor C. B. Kerr

AUSTRALIAN GOVERNMENT PUBLISHING SERVICE
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with the principles of s. 50 (4). The occupancy of those living at Jabiru will doubtless be suitably protected by the Northern Land Council under the agreement which ss. 43 (2) and 44 (2) require.

Formal findings

It seems to us that the scheme established by ss. 4, 11 and 50 of the Act requires that findings and recommendations be made in relation to identified finite areas of land, of which there are traditional Aboriginal owners, and which Aboriginal persons are entitled by Aboriginal tradition to use or occupy. In relation to both requirements, what are to be looked for are groups of Aboriginals. These may be gunmugugur, as in the present case, or tribal or linguistic groups. We do not doubt that a sole surviving member of a clan can be regarded as a group for relevant purposes.

In establishing a Land Trust the Minister must identify the groups for whose benefit the land is to be held in trust (s. 4 (2) (b)). Section 4 (1) makes it plain that the 'beneficiaries' are to be groups having traditional entitlement to the use or occupation of the land the subject of the trust. This may require that the entitlement of each group be in relation to the whole of that land, particularly in a case to which ss. 11 and 50 apply. It may not be sufficient for entitlement by a group or groups to extend to part only of the land the subject of a Land Trust. If so, it would not be possible to group together under one Land Trust a number of areas in respect of each of which there are different groups entitled to use or occupation of part but not the whole of the land. In the present case the difficulty does not arise, because the evidence shows that each clan is entitled by tradition to the use or occupation of the whole area. This is said to be largely the result of the size and number of the areas, and their 'compactness'. We shall briefly review the evidence on this aspect.

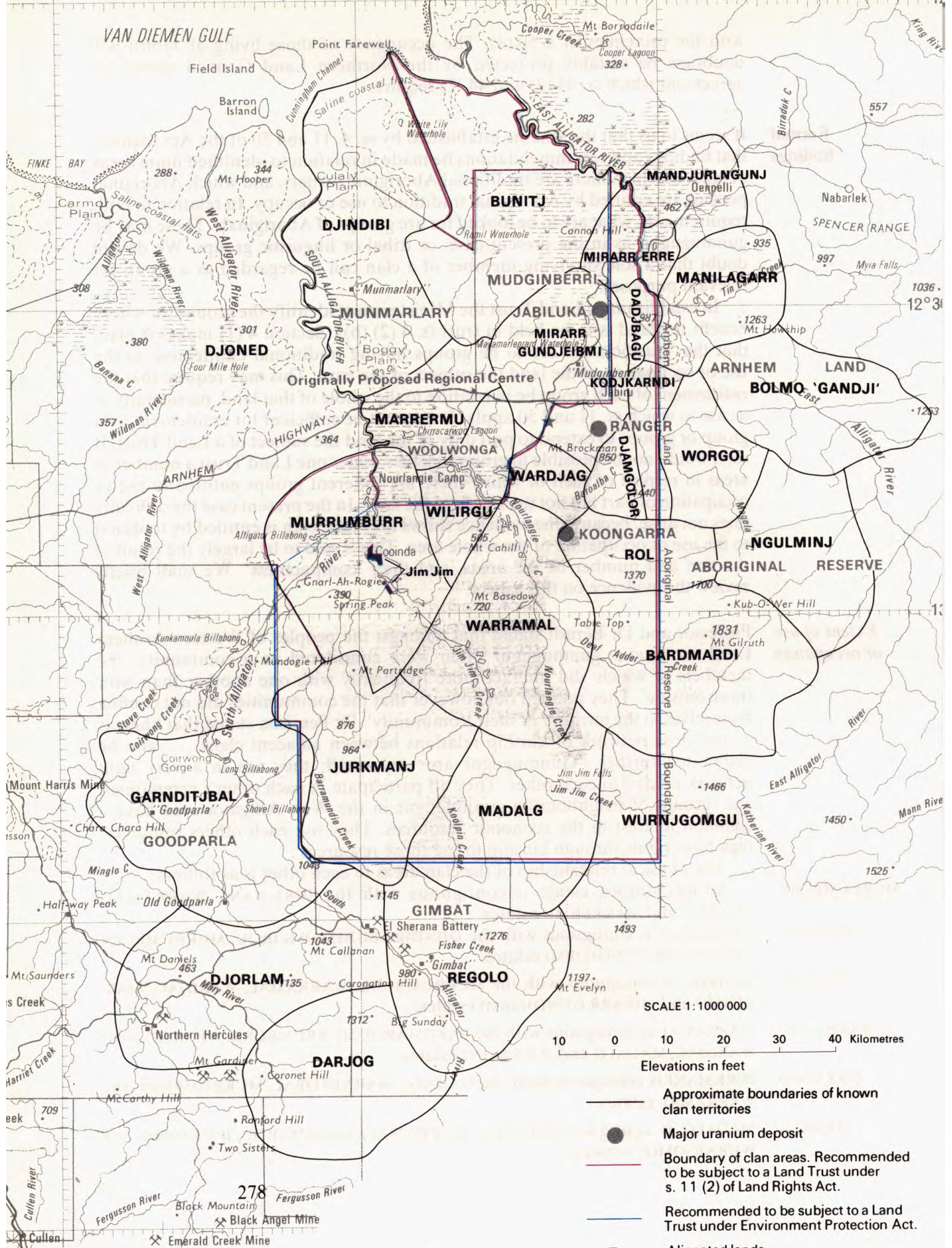
Extent of use or occupation

Professor and Dr Berndt stated that amongst the peoples of Western Arnhem Land contiguous gunmugugur often were considered as a community, the members of which 'did interact more frequently with one another than with those outside'. They pointed out however that the communities did not confine themselves to the territory of their 'community'. Dr Peterson stated that 'there is a very close network of kinship relations between adjacent clans . . .' and he elaborated further: 'Gunmugugur are very small; they are in a very tight network related to each other. They all participate in each other's ceremonies' and 'groups of neighbouring gunmugugur in the West Alligator area have a common interest in the economic resources. They use each others resources; they have rights through kinship to use those resources'.

The physical relationship of the clan areas to each other is as follows:

- MURRUMBURR MURRUMBURR estate is contiguous with the JURKMANJ, WARRAMAL, WILIRGU and MARRERMU estates.
- MARRERMU MARRERMU is contiguous with the DJINDIBI, BUNITJ, WILIRGU, MURRUMBURR and MIRARR GUNDJEIBMI estates.
- WILIRGU WILIRGU is contiguous with the MURRUMBURR, WARRAMAL, WARDJAG, MARRERMU and MIRARR GUNDJEIBMI estates.
- WARRAMAL WARRAMAL is contiguous with the BARDMARDI, MURRUMBURR, WILIRGU, ROL, WARDJAG, MADALG and JURKMANJ estates.
- JURKMANJ JURKMANJ is contiguous with the MADALG, GARNDITJBAL, MURRUMBURR and WARRAMAL estates.
- MADALG MADALG is contiguous with the WARRAMAL, BARDMARDI, JURKMANJ and WURNJGOMGU estates.

VAN DIEMEN GULF



SCALE 1: 1000 000

10 0 10 20 30 40 Kilometres

Elevations in feet

- Approximate boundaries of known clan territories
- Major uranium deposit
- Boundary of clan areas. Recommended to be subject to a Land Trust under s. 11 (2) of Land Rights Act.
- Recommended to be subject to a Land Trust under Environment Protection Act.
- Alienated lands.

Clan Territories

BARDMARDI	BARDMARDI is contiguous with the ROL, WARRAMAL, MADALG and WURNJGOMGU estates.
ROL	ROL is contiguous with the BARDMARDI, WARRAMAL, WARDJAG, DJAMGOLOR and WORGOL estates.
DJAMGOLOR	DJAMGOLOR is contiguous with the KODJKARNDI, MIRARR GUNDJEIBMI, WARDJAG and ROL estates.
KODJKARNDI	KODJKARNDI is contiguous with the WORGOL, MANILAGARR, DADJBAGU, MIRARR GUNDJEIBMI, DJAMGOLOR and ROL estates.
DADJBAGU	DADJBAGU is contiguous with the MANILAGARR, MIRARR ERRE, MIRARR GUNDJEIBMI and KODJKARNDI estates.
MANILAGARR	MANILAGARR is contiguous with the MIRARR ERRE, DADJBAGU, KODJKARNDI and WORGOL estates.
MIRARR ERRE	MIRARR ERRE is contiguous with the MANILAGARR, DADJBAGU, MIRARR GUNDJEIBMI and BUNITJ estates.
MIRARR GUNDJEIBMI	MIRARR GUNDJEIBMI is contiguous with the BUNITJ, MARRERMU, WILIRGU, WARDJAG, DJAMGOLOR, KODJKARNDI, DADJBAGU and MIRARR ERRE estates.
BUNITJ	BUNITJ is contiguous with the MIRARR ERRE, MIRARR GUNDJEIBMI, MARRERMU and DJINDIBI estates.
GARNDITJBAL	GARNDITJBAL is contiguous with the JURKMANJ estate.
WURNJGOMGU	WURNJGOMGU is contiguous with the MADALG and BARDMARDI estates.
WARDJAG	WARDJAG is contiguous with the MIRARR GUNDJEIBMI, DJAMGOLOR, WILIRGU, WARRAMAL and ROL estates.

Mr Chaloupka submitted a map depicting the route taken by a particular 'horde' or domestic group through what was described as its 'social range'. The map illustrates the area of land and the number of neighbouring estates (sixteen) visited and used by the group. The evidence does not suggest that the use of the land in this way or to this degree was in any way exceptional.

Specific evidence was given to the effect that members of gunmugugur within the Region were dependent upon one another for the performing of ceremonies and the carrying out of other ritual observances. A map produced in evidence depicted the routes believed to have been taken by certain mythological heroes during the dreamtime. Close ceremonial and totemic links are established between the gunmugugur over whose estates the totemic heroes travelled. It was shown that in this way the BARDMARDI, ROL, DJAMGOLOR, MIRARR GUNDJEIBMI, DADJBAGU and MIRARR ERRE gunmugugur were linked; the MURRUMBURR, MARRERMU, MIRARR GUNDJEIBMI and MIRARR ERRE gunmugugur were linked; and the WILIRGU, MIRARR GUNDJEIBMI, DADJBAGU and MANILAGARR gunmugugur were linked.

The evidence which we have outlined was not challenged or contradicted. In the circumstances it is a reasonable inference that each of the Aboriginal groups or clans in the area has a traditional though qualified entitlement to the use and occupation of the lands of each of the others, and we have come to that conclusion.

Definition of area

The Northern Land Council presented one claim for a large area of land, extending to recognisable or established boundaries. The evidence showed that one claim for all that land could not be maintained. The claim has to be considered by reference to particular clan areas. We have mentioned earlier a problem arising from the irregular boundaries of those areas, and the fact that

survey data are not available. In view of our findings, the aggregate of the clan areas can be taken as one, and it is only necessary to look to the external boundaries. We can, however, see no justification, when carrying out our function under the Land Rights Act, for adding to or subtracting from those areas by drawing straight lines, segmentally or tangentially. Whether the Minister will be justified in doing so is a different matter, about which we do not comment.

We find for the purposes of our Inquiry under the *Environment Protection (Impact of Proposals) Act 1974* and in accordance with s. 11 (2) of the *Aboriginal Land Rights (Northern Territory) Act 1976* that:

- (a) the land shown on Map 16 within the line edged red thereon, but excluding therefrom the areas comprised in the special purpose leases held by Opitz 'Cooinda' Enterprises Pty Ltd at or near Jim Jim, is unalienated crown land;
- (b) the unalienated crown land referred to in (a) comprises a number of clan areas, the boundaries and names of which are shown on Map 16.
- (c) there are Aboriginals who are the traditional Aboriginal owners of each of the clan areas referred to in (b), being the persons whose names are set out hereunder opposite the names of the areas of which they are respectively the traditional Aboriginal owners.

<i>Clan area</i>	<i>Traditional Aboriginal owners</i>
BARDMARDI	Nadalanbak
MADALG	Nipper Gabirrigi
WARRAMAL	Aldalmanj George Namingun Marjorie Mundalmi Paul Nawarrai Dolly Margaret Elsie Gumaienggirrk Rosie Ngalmanjdjurlmak Bugowanj Peter McLevi David Canari
BUNITJ	Big Bill Najidji Magdalene Ngalamin Samuel Gardabarda Jonathan Djardamarna Lizabeth Marabarli
DADJBAGU	Elizabeth Michael
GARNDITJBAL	Mick McGuiness Henry McGuiness Rose McGuiness
JURKMANJ	Lorrie Djanjborrang Ngaldjalamarmuru
KODJKARNDI	Maudie (Hunter) Gundjalk (will transfer to MIRARR GUNDJEIBMI)

<i>Clan area</i>	<i>Traditional Aboriginal owners</i>
MANILAGARR	Jacob Nayinggul Alfred Djirigard Walter Walamada Anita Wardjin Martin Lionel Harold Samuel Connie Katie
MIRARR ERRE	Magdalene Jorawadj (will transfer to MIRARR GUNDJEIBMI)
MIRARR GUNDJEIBMI	Elijah Namarabunjaja Jimmy Madjandi Toby Ganggali Frank Djanjdjul Enid Manganbalad George Gamarawu James Rodney Simon Rose Yvonne Margurula Nida Ngalbaggawulmi Toby Nalirrk Melaine Ngalguritjbarl Annie Ngalmirama Jayson Valerie Mina Girdjarrawarr Luke Raelene Stephanie Julie Tony Sandra
MURRUMBURR MARRERMU WILIRGU	William Alderson (Yorky Billy) Robin Gayden Kevin Gayden Mary Namandkrag (Butcher Knight) and four children Michael Alderson Jessie Alderson Violet McGregor Elizabeth Alderson Judy Alderson Nelly Alderson Kenny Alderson

<i>Clan area</i>	<i>Traditional Aboriginal owners</i>
<i>Murrumburr, Marrermu, Wilirgu (cont.)</i>	Yorky Alderson Sarah Gayden Stephen Gayden Daphne Gayden
ROL WARDJAG	Ruby Djurrugu Maudie Namamalaia Laura Ngaldalmain Fred Nagauli Henry Ford Nagawuli Fred Matjarrang Billy Moor George Hunt Jacob Pauline Buyumina Curtis Nagidjawa Patrick Muralwalma Marie Anne Cumil Carrol Anne Colin Andrew
WURNJGOMGU	Maudie Alwonggu Sarah Marrantjarratj Peter Sullivan Jimmy Ahtoy Dennis Peter
DJAMGOLOR	Jimmy Namandjalawogwog Charles Nicholson Whittaker Rankin Frank Gananggu Nelly Andjarngerg
Total 18	107

(d) that the groups of Aboriginals the names of whose clan groups are set out hereunder are entitled by Aboriginal tradition to the use or occupation of the area of unalienated crown land referred to in (a) and (b):

BARDMARDI; BUNITJ; DADJBAGU;
GARNDITJBAL; JURKMANJ; KODJKARNDI;
MANILAGARR; MIRARR ERRE; MIRARR
GUNDJEIBMI; MURRUMBURR; ROL;
WORGOL; WURNJGOMGU.

(e) that the Aboriginals who are at present the members of the groups referred to in (d) are, or include, the persons whose names are set out in (c).

We recommend that the unalienated crown land referred to in (a) and (b) above but excluding the area selected as the regional centre be granted to a Land Trust for the benefit of the groups of Aboriginals who are entitled by

Aboriginal tradition to the use or occupation of that land, being the clan groups mentioned in (d) above.

There are obvious difficulties in giving to a Land Trust a registrable title in respect of the land thus delineated (see Chapter 14). Because in our view some legislation is necessary to deal with the special circumstances of the Region, we suggest that a proper and sensible boundary would be as shown by blue edging on Map 16 and we recommend, as part of our function under the Environment Protection (Impact of Proposals) Act, that Aboriginal title be given in respect of the land within that boundary (excluding alienated parts thereof and the area selected as the regional centre). The opportunity might also be taken to clarify the course a Land Commissioner should follow in delineating land recommended under s. 11 (1) to become the subject of a Land Trust, and the course the Registrar of Titles should follow on receiving a request under s. 12 (5).

**Boundary of
the Ranger
mining area**

We mentioned earlier the matter of the southern boundary of the Ranger mining area, and said we would deal with it here. The way in which the Ranger company came to establish this boundary was the subject of considerable discussion during the Inquiry. The history of the matter can be summarised as follows:

1. An Aboriginal man, Mr Peter Balminidbal, had been asked by the dying leader of the local descent group who had responsibility for Djidbidjidbi and Dadbe to act as guardian for the two sites.
2. Mr Balminidbal in 1970 approached the then Manager of Mudginberri station, Mr G. Cross, to ask Ranger personnel not to enter the sandstone country at Mt Brockman in the vicinity of Djidbidjidbi.
3. In 1972, when the extent of the Ranger deposit became known, the Ranger company sought advice from the then Welfare Branch of the Northern Territory Administration with regard to establishing a boundary beyond which Ranger personnel would not go.
4. Between 6 and 9 May 1972 Mr E. J. Brandl, then Senior Research Officer with the Welfare Branch, on the advice of Mr Balminidbal and Mr Frank Namiyilk established a boundary approximately 700 metres from Djidbidjidbi. This line was subsequently surveyed.
5. On 1 August 1972 Mr Alan McIntosh, of the Ranger company, sought and received Mr Balminidbal's concurrence to modify the surveyed boundary. This modification took the boundary about 70 metres closer to Djidbidjidbi.
6. On 17 February 1973 Mr McIntosh sought the agreement of Mr Balminidbal to once again modify the boundary, moving it to a position some 200 metres closer to Djidbidjidbi than the original line established by Mr Brandl. Mr Balminidbal agreed to this further modification, and the new line was used as the boundary of the proposed Special Mineral Lease and was subsequently marked and surveyed. A marker fence was established for a length of 100 metres along the section of the boundary closest to Djidbidjidbi.

The Commission was told by the Ranger company that the changes to the boundary had been sought because the company was keen to ensure that any boundary established would incorporate the area described as Anomaly 2.

Professor R. M. and Dr C. H. Berndt gave us evidence relevant to the problem. They said:



**The Parliament of the
Commonwealth of Australia**

**ALLIGATOR RIVERS STAGE II
LAND CLAIM**

**Report by the Aboriginal Land
Commissioner to the Minister
for Aboriginal Affairs and to the
Administrator of the Northern Territory**

2 July 1981

*Presented by Command and
ordered to be printed 25 March 1982*

**Parliamentary Paper
No. 59/1982**

CONTENTS

	<i>Page</i>
Background to the claim	1
The present claim	2
Dates of hearing	3
Splitting the claim	3
History of the Alligator Rivers Region	4
Displacement of Aboriginal people	7
Organisation of land-owning groups	9
Clan and language group organisation	10
The land claim	11
Ten claims or one?	12
Relevance of Ranger Uranium Environmental Inquiry	13
Bunidj clan, Ka:kudju language	14
Mirarr clan, Kundjey'mi language	21
Dadjbaku clan, Kundjey'mi language	23
Mirarr clan, Erre language	27
Djindibi clan, Ka:kudju language	32
Limilngan or Minidja language group	34
Konbudj language group	36
Ngombur language group—Murumburr clan	39
Bukurni:dja language group	40
Mandjurlngunj clan—Maung and Mengerrdji language	40
Traditional owners—summary	41
Formal findings	42
Functions of Commissioner	43
Strength of attachment	43
Desire to live on the land	44
Recommendations	45
Matters for comment—number of Aboriginals advantaged;	
nature and extent of advantage	45
Advantage—specific considerations	49
Use or occupation	49
Agreed payments, rent and mining royalties	49
Spiritual and psychological consequences	50
The notion of detriment	50
Detriment to Aboriginals	50
The Commonwealth—Kakadu National Park	51
The Kakadu National Park—management and conservation	54
Kakadu National Park—conclusions	56
CSIRO Research Station at Kapalga	56
Commonwealth—Office of the Supervising Scientist	56
Commonwealth Bureau of Animal Health	57
Australian Telecommunications Commission	57
Commonwealth policy on exploration and mining in the region	58
Australian Atomic Energy Commission—Austatom No. 1	
Prospect	60
Mineral exploration—Northern Territory Government	60
Peko Wallsend Operations Ltd and Electrolytic Zinc Company	
of Australasia Ltd	62

	<i>Page</i>
Peko E-Z detriment	67
Peko E-Z—summary	69
Northern Territory Government—general comments	70
Northern Territory Government—power	70
Northern Territory Government—water	71
Northern Territory Government—tourism	71
Northern Territory Government—proposed Alligator Rivers Region Airport	72
Northern Territory Government—Conservation Commission	72
Roads	73
Detriment—fishing	78
Commercial fishermen	78
Amateur fishermen	81
Detriment—Mr F. H. Pocock	82
Detriment—Point Stuart station	83
Detriment—Mr H. Schimmel	83
Detriment—Camp Concern	84
Detriment—Mr R. J. Roos	84
Detriment—Mr J. W. Reid and Emblem Pty Ltd	84
Land usage—Youth Hostels	85
Land usage—Pancontinental Mining Limited	85
Postscript	88
Summary of findings, recommendations and comments	88
Legal representatives	92
Consultant	92
Witnesses	93
List of exhibits	94

ILLUSTRATIONS

Toby Kangele draws a plan of sites, near Binirrinj Djedurr (goanna dreaming), for the Aboriginal Land Commissioner, Mr Justice Toohey	x
Aboriginal evidence at Cannon Hill	8
Big Bill Nayidji	16
*Map of clan territories (extracted from Ranger Uranium Environmental Inquiry Second Report)	19
Site inspection at Djarrdjarr	26
Aboriginal evidence given at the Pancontinental campsite, Ja Ja Injemendowapu cliff where men trained to be good spear- throwers	30
Big Bill Nayidji giving evidence in cave at Walkarr	31
Rdemil swamp	32
Musical performance by men from Croker Island at Cannon Hill	40
Toby Kangele	45
Dolly Yarnmalu tells Dr I. Keen and Mr C. Castan about Warrayangal	45
View to north from Kungkubirridjaya	52

	<i>Page</i>
Buliyambi (paperbark raft) in Mirarr Kundjey'mi country	52
Exhibit 91. Map of Stages 1 and 2 of Kakadu National Park Plan of Management	55
Mr G. S. Eupene inspects painting of Karrkanj	61
Site inspection of Warrayangal	63
Site inspection at Angkurrbulu	68
Painting at Djalakurdulbi	77
Barramundi and other paintings at Kungadba cave	77
Djalakurdulbi	80
(All above photographs by G. Neate)	
Model of Jabiluka Area during operations	86

MAPS

Exhibit 2	Map showing land-owning groups from Alligator Rivers Stage II claim book	98
*Exhibit 30	Composite topographic map, Alligator Rivers region, showing clan boundaries in western part of claim area	99
*Exhibit 58	Map of Aboriginal place names prepared by Mr G. S. Eupene (in cover pocket)	
Exhibit 74	Map B: map of claim area	100
Exhibit 74	Map P: proposed airport for Alligator Rivers Region	101
Exhibit 74	Map M: map of mining interests in eastern part of claim area	102
Exhibit 83	Map tendered by Northern Territory Government showing public roads within claim area	103
*Exhibit 112	Map showing roads and tracks and mining interests of Peko E-Z in claim area between South Alligator and East Alligator Rivers (in cover pocket)	
Exhibit 120	Jabiluka and environs: topographic map 1110-MIN-315	104
Exhibit 134	Map showing easements required for public purposes	105

Note: References in this report to transcript between pages 2995 and 3126 are in accordance with the transcript as originally but incorrectly numbered. The transcript pages after 3126 begin with 2427.

*Re-drawn by Natmap for this publication.

Exhibit 59, pp.27-8 listing those identified by him) and of their traditions was impressive. The same is true of Dolly Yarnmalu although she is by nature a less outgoing person. The very detailed accounts by Bill Nayidji and Dolly Yarnmalu of the land claimed as Bunidj and their obvious concern for it leaves me in no doubt that this local descent group has 'common spiritual affiliations' to sites on that claim area generally, that its members 'possess associations of a spiritual nature with sites on the land in question, share beliefs about the spiritual significance of the sites' (Willowra Report, para. 90).

111. Equally, I am satisfied that those affiliations place them under a primary spiritual responsibility for those sites and for that land. There are many passages in Bill Nayidji's statements about the obligation to look after sites and after rock paintings.

I look after for the Bunidj because my father he was look after (transcript, p.224).

It is true that the evidence concerning Bunidj came from Dolly Yarnmalu and Bill Nayidji, that is, as far as concerns the local descent group that has been identified. But the group itself is only small; the others are Jane Christophersen and Bill Nayidji's children.

112. I am satisfied that the members of the group are entitled by Aboriginal tradition to forage as of right over the land claimed as Bunidj. See Exhibit 59, p.34.

Mirarr clan, Kundjey'mi language

113. The claim book asserts:

In general Mirarr-Kundjey'mi country covers the upper reaches of the Magela Creek, between Leichhardt billabong in the north and Mount Brockman and Whistleduck dreaming in the south, 'Urralugoorwa' waterhole in the west and the escarpment in the east (Exhibit 2, p.147).

The map, Exhibit 58, shows it lying south of Bunidj and separated by the eastern edge of Dadjbaku and by the western extremity of Mirarr Erre. The Ranger Commission showed Mirarr Kundjey'mi (there spelt Mirarr Gundjeibmi) extending further north and west than this description, covering much of the southern half of Mudginberri, including land now claimed as Dadjbaku.

114. The traditional owners are said to be Toby Kangele and his seven children, Matthew Gamarrawu (Kamarrawu) and his two children, and the four children of Jimmy Madjandi (deceased). Matters for comment are the omission from the findings of the Ranger Report of Matthew Gamarrawu and his children as traditional owners, the inclusion in that report of George Gamarrawu, who does not appear as a claimant in the present hearing, and the absence from the present claim of Frank Djenjdjul, whom the Ranger Commission identified as a traditional owner.

115. The eastern and southern boundaries of this part of the claim area are dictated by the National Park and the town of Jabiru. The Arnhem Escarpment runs close to the eastern boundary. The country is replete with sites of spiritual significance 'including those classified as *djang*, others regarded as the marks of the actions of dreamings, increase sites and burial places' (Exhibit 59, p.34.) The number and spread of these sites may be seen from Exhibit 59, pp.34-6, Exhibit 121, item 6c, and Exhibit 129, Mirarr Kundjey'mi, pp.8-11. Although there is no magic in numbers, it is significant that Exhibit 129, the submission by Peko E-Z mentions more than fifty places named or visited during the hearing, of which all except seven were within the claim area. Most of them may fairly be described as sites. Apart from a few places identified by Nipper Kabirriki, all were called by Toby Kangele. His role in relation to Mirarr Kundjey'mi, both in the identification of traditional owners and assessment of strength of attachment, was very much at the forefront of criticisms made of this part of the claim.

116. As to the claim area, Toby Kangele described Mirarr Kundjey'mi land orally and visually. At Madjadbebe, he identified the boundary as running west across the swamp then turning south-west to Bindu on the Arnhem Highway. At Ngarradj-warde-djobkeng, he

pointed out the boundaries between Mirarr Kundjey'mi, Mirarr Erre and Dadjbaku. He also mentioned places along the eastern border of the claim area and at Kardadjirribi he spoke of the extent of Mirarr country to the south-east, south and south-west.

117. During the Ranger Inquiry Mr Chaloupka identified as Mirarr Kundjey'mi sites:

- Djabiluku (Djabilugu waterhole)
- Madjudjura (Madjitura)
- Madjadbebe (Madjatbebe waterhole, Madjedbebe swamp)
- Djawumba (Djawumbu rock)
- Malakunanja (Malagunanja rocks)

(Mr Chaloupka's spelling is in brackets.) Those places lie within what the map, Exhibit 58, shows as a segment of Dadjbaku country. A difficulty arises because in the present hearing those places were identified by Toby Kangele as Dadjbaku. As just mentioned, they were said by Mr Chaloupka, in the Ranger Inquiry, to be Mirarr Kundjey'mi, his informants being Toby Kangele and his brother Jimmy Madjandi.

118. The suggestion in the claim book that this redefinition is the result of 'recent information' (Exhibit 2, p.155) is not persuasive, if for no other reason than that the principal informant was the same in both hearings. The Peko E-Z submission argues: 'the clear inference being that the Dadjbaku have been given Mirarr Kundjey'mi land' (Exhibit 129, Mirarr Kundjey'mi, p.4). Certainly, there was evidence to suggest an arrangement, or one in the process of being made, concerning that small area now under discussion. The issue is very much a conceptual one. What is meant by 'given'? Bill Nayidji spoke of an agreement between Mirarr and Dadjbaku about their boundaries—'it was before Mirarr country' (transcript, p.316) and Toby Kangele said:

Nobody alive any more. We got too much land ourselves. We got a lot of problems ourselves and we don't want to get more land. We would like everybody to be able to share the whole lot. We come to the land claim; everybody want to be in it because otherwise people are lost—some of them got land, some of them got no land, you see (transcript, p.334).

119. It is hard to know exactly what to make of these statements. It must be remembered that Toby Kangele lives at Nourlangie south of the Arnhem Highway and is not a young man. One can readily understand him saying that he has enough responsibilities for country and does not want any more. The notion of conscious alienation of land seems foreign to Aboriginal tradition although, as the Finnis River report indicates, there is no reason to think that changes in ownership do not occur through death and the movement of people. The situation is made more difficult by the fact that only two persons are put forward as the traditional owners of Dadjbaku: Michael Robinson of Adelaide River and Elizabeth Thomson of Humpty Doo. Neither lives on Dadjbaku country and, as will appear, they have had almost no contact with it. So the situation is not one of a substantial and active group of Dadjbaku traditional owners.

120. The issue is one of ascertaining traditional Aboriginal owners in accordance with the Act. That means identifying, if it is possible, a local descent group who have common spiritual affiliations to sites on the land claimed that place them under a primary spiritual responsibility for those sites and for that land. If Toby Kangele now refers to the places mentioned in para. 117 as Dadjbaku, making no claim for responsibility for them, and no other member of Mirarr Kundjey'mi does so, the conclusion is inevitable that the Mirarr Kundjey'mi are not the traditional owners of that country, at least in terms of the Land Rights Act. It was not suggested that anyone other than the Dadjbaku were: whether they are remains to be seen.

121. Of those now put forward as the traditional owners of Mirarr Kundjey'mi, it is clear that Toby Kangele and his children, together with the children of the late Jimmy Madjandi, constitute a local descent group. Their relationship appears in the genealogies, Exhibit 119. Although the relationship between Toby Kangele and Matthew Gamarrawu did not emerge with any precision, Toby said of Paddy Gamarrawu:

I call him Granny— Old Granny . . . he was still an uncle . . . mother's side . . . He was naMirarr . . . from . . . Mudginberri (transcript, p.697).

Paddy Gamarrawu was not the natural father of Matthew but he 'grew him up' and, according to Toby Kangele, 'everybody says he is his son' (transcript, p.634). The existence of traditional owners for Mirarr Kundjey'mi does not depend upon recognition of Matthew Gamarrawu and his children as members of the local descent group, but it is probable that Toby Kangele and Matthew Gamarrawu had a common ancestor.

122. Dr Maddock questioned the omission of Frank Djenjdjul whom the Ranger Commission accepted as Mirarr Kundjey'mi. As he pointed out, evidence suggested that Frank Djenjdjul was 'same Mirarr' as Toby Kangele, sharing country and ceremony with him. Dr Maddock suggested that the reason for his omission 'appears to have been the adverse judgment of "the right people at Cannon Hill" . . . I wonder whether this is adequate in the light of his earlier acceptance' (Exhibit 116, p.17). The difficulty surrounding Frank Djenjdjul may result from what Dr Maddock describes as 'the narrow conception of a local descent group adopted in this claim' (Exhibit 116, p.17). In essence, the claim has been approached on the basis that the land-owning group is the gunmugugur, which may be a narrower approach than the Act permits. The omission of Frank Djenjdjul is certainly a matter for comment. It is not destructive of the existence of a local descent group nor did anyone suggest that it was. It tends to bear more upon the composition of the local descent group, the existence of traditional ownership, an assessment of the strength of attachment of the claimants and of the numbers to be advantaged by a grant. This seems to be the submission of the Northern Territory Government:

Perhaps it can be safely said that even if the boundary lands which were the subject of earlier disputes . . . is [sic] now Kundjey'mi land then there must be grave doubts as to the strength of attachment of the local descent group to such border areas. Ownership has only been vested in them by consent within the last four to five years (Exhibit 132, p.76).

123. I do not accept the submission of Peko E-Z that:

It cannot be concluded that the Mirarr Kundjey'mi local descent group have 'common' spiritual affiliations to sites on the land when only one Mirarr Kundjey'mi witness has given evidence as to sites. In any event, despite Toby Kangele's knowledge of place names and the location of sites, the only inference of affiliation justified on the evidence is that the sites are on land which he claims is his. No indication was given by Toby Kangele of spiritual or emotional attachment to sites and the stories associated with those sites lacked both conviction and length (Exhibit 129 Mirarr Kundjey'mi p.12).

It ignores the role of Toby Kangele as a spokesman, at least for his children and those of Jimmy Madjandi; it overlooks the very detailed knowledge of sites possessed by him, his obvious concern for the land and his acceptance of responsibility for it.

I know all the place names now, I know the dreaming places, I know the sacred places, the burial ground (transcript, p.290).

I am looking after it for all the group . . . I am just looking after it, It is my father's country and I have to look after it . . . (transcript, p.590).

124. I am satisfied that, in regard to Mirarr Kundjey'mi, there is a local descent group who have common spiritual affiliations to sites on the land that place the group under a primary spiritual responsibility for the sites and the land. There was no dispute that members of the group are entitled by Aboriginal tradition to forage as of right over that land.

Dadjbaku clan, Kundjey'mi language

125. Something has been said already about the limits of Dadjbaku land. It lies to the west of Bunidj with some disputes as to just how far north it extends; see para. 87. To the west, it borders Djindibi, to the south Murumburr and in its south-eastern corner it touches both Mirarr Erre and Mirarr Kundjey'mi. Reference has already been made to those places identified to the Ranger Inquiry as Mirarr Kundjey'mi and now said to be Dadjbaku.

made of a possible claim by the Mandjurlngunj clan to this land and to other land in the area. This did not crystallise until the resumption of the hearing early this year when a claim was presented on behalf of the Mandjurlngunj clan of King River—Maung language, the Mandjurlngunj clan of Oenpelli—Mengerrdji language and Mandjurlngunj clan of Cooper creek—Maung language. The claim was confined to Point Farewell.

193. A substantial number of persons were put forward as the traditional owners of this land. Rev. Phillip Magulnir, Donald Gumurdul and Jean Ngalwalun were the principle spokespersons. They live on Goulburn Island.

194. Counsel for the claimants explained that, of the land claimed by the Mandjurlngunj, 99 per cent was already Aboriginal land, the boundary of that land running diagonally across and splitting Point Farewell in two.

We believe that the eastern part of the point is already Aboriginal land; it is the western part of Point Farewell only that this claim is advanced in respect of, so that is a fairly small pocket of land that we are talking about (transcript, p.1132A).

It was not made clear how the claim came to be advanced at such a late stage. Rev. Phillip Magulnir, when asked what his people had done over forty years about taking over the country and looking after it, replied:

We have just forgotten all that and when this land claim came up, we said: 'We'll have to try to get that land because, before, those two old people gave us authority to take over that land' (transcript, p.1159).

The two old men were Kawaradji and Alamaka who had a sister, Ngalakanya. They were from Point Farewell: they were Mandjurlngunj and Rev. Phillip used to be called uncle by them.

They said when they die what about you take over this land? (Rev. Phillip, transcript, p.1136).

195. It was not suggested that all the Mandjurlngunj comprised one local descent group. They may well comprise three which, of itself, presents no problems in terms of the Act when the claim is a joint one. The difficulties facing the Mandjurlngunj are of a different order. Their claim to succession was based solely on the remarks of the two old men. Assuming them to have been traditional owners of the land, a situation of secondary succession might well have resulted had the Mandjurlngunj given effect to the offer. In other words, even if the basis of succession had been doubtful, its implementation over a number of years may well have developed into a situation answering the definition of traditional Aboriginal owners in the Act. A visit to the country may not have been necessary so long as the claimants had demonstrated some continuing relationship with that land sufficient to constitute spiritual affiliations and primary spiritual responsibility.

196. The submission by the Northern Territory Government contends that the only site mentioned appeared to be below the low water mark and therefore not on the land claimed. That is probably right but in my view the claim fails on broader grounds. Over a period of forty years, the claimants have not manifested any spiritual affiliations in relation to the land nor have they accepted responsibility for it. They do not meet the requirements of the definition of traditional owners nor have they demonstrated any strength of attachment.

Traditional owners—summary

197. I am satisfied that there are traditional Aboriginal owners, in terms of the Act, of those areas identified as Bunidj, Mirarr Kundjey'mi and Mirarr Erre. I am not satisfied that ownership has been established in regard to the remaining sections of the claim. I have sought to say why when dealing with each gunmugugur or language group. The picture is one of a region in a considerable state of flux for reasons which have their roots in history. The result is a small Aboriginal population, so small that in some cases a gunmugugur or language group has become extinct. The burden of maintaining the land has fallen upon a few key persons and their

families. In some cases, they have found the burden too hard to carry and have sought to share it or hand it over to others in the hope that the land, the places upon it, the paintings and other things of significance will continue to be cared for. Some of these arrangements are in a very embryonic stage. I agree with Dr Maddock's comment:

It may well be that this land claim has come at a time when the statutory significance of traditional ownership has stimulated some Aboriginals in attempts to determine the position of doubtful individuals but before their attempts have become generally known or accepted (Exhibit 116, p.7).

198. As to Bunidj, Mirarr Kundjey'mi and Mirarr Erre, the land the subject of traditional ownership is best identified on the map, Exhibit 58. The East Alligator River and the boundaries of the National Park fix the boundaries of the claim area, hence of any land that may be recommended for a grant. There are problems with the western boundaries of the three estates but it is not possible to fix them with any greater precision than does Exhibit 58. In a like situation the Ranger Commission commented:

The claim has to be considered by reference to particular clan areas. We have mentioned earlier a problem arising from the irregular boundaries of those areas, and the fact that survey data are not available. In view of our findings, the aggregate of the clan areas can be taken as one, and it is only necessary to look to the external boundaries. We can, however, see no justification, when carrying out our function under the Land Rights Act, for adding to or subtracting from those areas by drawing straight lines, segmentally or tangentially. Whether the Minister will be justified in doing so is a different matter, about which we do not comment (Second Report, pp.279- 80).

I echo these remarks.

199. Late in the hearing, on the application of the claimants, the Pancontinental project site access road was excised from the claim (transcript, pp.2192- 3). The matter is mentioned at greater length later in this report.

Formal findings

200. I make the following findings for the purposes of this hearing and in accordance with s.50(1)(a) of the *Aboriginal Land Rights (Northern Territory) Act 1976*.

- A. The land the subject of this claim is unalienated Crown land.
- B. There are Aboriginals who are the traditional owners of the land referred to as Bunidj, Mirarr Erre and Mirarr Kundjey'mi and more particularly described on the map, Exhibit 58.
- C. The names of those traditional owners are set out below.
- D. The traditional owners so named are in each case entitled by Aboriginal traditional to the use or occupation of the whole of the land identified as Bunidj, Mirarr Erre and Mirarr Kundjey'mi although that entitlement may be qualified as to place, time, circumstance, purpose or permission.

Bunidj

Big Bill Nayidji
Magdalene Ngalamin
Samson Kardabarda
Jonathan Djardamarna
Elizabeth Marabarli
Jane Christophersen
Dolly Yarnmalu

} children of Big Bill Nayidji

Mirarr Erre

(a) *Manilakarr*
Jacob NayinggdI
Alfred Nayinggul

Walter Nayinggul
 Martin Nayinggul
 Anita Nayinggul
 Lawrence Nayinggul
 Lionel Nayinggul
 Brendon Nayinggul
 Harold Nayinggul
 Samuel Nayinggul
 Connie Nayinggul
 Katie Nayinggul

(b) *Murruwan*

Michael Banggalan
 Tony Banggalan
 Elsie-Marie
 Marie-Carmel
 Marina
 Elizabeth

Mirarr Kundjey'mi

Toby Kangele
 Yvonne Markurula
 Naida Mangarrbarr
 Melanie Ngalkuridjbarl
 Annie Ngalmirama
 Stuart Nalirrk
 Jason
 Valerie
 James
 Rodney
 Simon
 Rosie
 Matthew Gamarrawu
 Angus Madjandi Gamarrawu
 Lorraine

—brother of the late Jimmy Madjandi

children of Toby Kangele

children of the late Jimmy Madjandi

—son of Matthew Gamarrawu

—daughter of Matthew Gamarrawu

Functions of Commissioner

201. In the Finnis River Report, paras 244-55, I dealt at some length with the functions of the Aboriginal Land Commissioner, in particular how they are to be carried out with reference to sub-ss.(3) and (4) of s.50 of the Act. I do not wish to add to anything said there. In short, the making of recommendations for a grant of land arises from the ascertainment of traditional Aboriginal owners, an examination of the strength or otherwise of the traditional attachment by the claimants to the land claimed and from a consideration of whether people by choice are living at a place on the traditional country of the tribe or linguistic group to which they belong, of their right or entitlement to live at that place or of their desire to live at such a place. The other matters mentioned in s.50(3) are by way of comment for the assistance of the Minister, for him to take into account when considering whether or not, in terms of s.11 of the Act, he is satisfied that land recommended for a grant should be granted.

Strength of attachment

202. Again, the Finnis River Report discusses the obligation of the Commissioner, in making a report, to have regard:

to the strength or otherwise of the traditional attachment by the claimants to the land claimed.

I do not wish to say anything more about the nature of that obligation as it is discussed in that report (para. 257) and in earlier reports.

203. As to Bunidj, no one questioned the strength of attachment of Dolly Yarnmalu. Although much was sought to be made of Bill Nayidji's recent return to Cannon Hill from Murganella, his evidence left me in no doubt of the strength of his traditional attachment to Bunidj land. He explained his reason for returning, in this way:

Because all the gunmugugur there I didn't like. All the gunmugugur should go back to their own country. Bunidj don't like Murganella because I'm other country but they change it, so I come back here to Bunidj country. This is the right country (transcript, p.115).

The evidence sufficiently established that, within the limits of their age and experience, Bill Nayidji's children have an attachment to this land. I refer generally to Exhibit 59, pp.74-6, and Exhibit 121, item 5g.

204. As to Mirarr Kundjey'mi, the Peko E-Z submission comments:

Toby Kangele's prolonged absence from his country is indicative of very weak traditional attachment (Exhibit 129, Mirarr Kundjey'mi, p.27).

I do not agree. His absence from Mirarr Kundjey'mi land is explained by his work history and his present job as a ranger at Nourlangie. His knowledge of sites, of stories and of dreamings and his concern for the country was manifest during the hearing. I have earlier referred to the fact that this local descent group in the main is made up of the children of Toby Kangele and of Jimmy Madjandi. It is reasonable to view Toby Kangele as a spokesman for his family and his brother's and to regard the members of those families as having a strong attachment commensurate with their age and experience.

205. As to Mirarr Erre, it is true that Jacob Nayinggul was the only claimant who gave evidence. The submission by Peko E-Z comments:

It is therefore not possible to assess the strength of traditional attachment to Mirarr Erre country of Michael Banggalan's Murruwan gunmugugur (Exhibit 129, Mirarr Erre, p.32).

There is some force in this although Michael Banggalan was present during the hearing and it is reasonable to infer that he was content to allow Jacob Nayinggul to be the spokesman for this group.

206. I accept Dr Keen's assessment:

The strength of traditional attachment between Jacob Nayinggul and his land is clear from his knowledge of the land and its traditions, his knowledge of and involvement in the religious life of the region, the facts of his biography which show that he set up an outstation on his country, and that he and his family regularly forage over Manilakarr, Mirarr-Erre, Bunidj and Mandjurlingunj/Mirarr (Oenpelli) land (Exhibit 59, p.80).

These activities are not just as an individual; they involve his family as well.

Desire to live on the land

207. Once again I refer to the Finmiss River Report and to earlier reports mentioned there (para. 263) in which this aspect of the Act is discussed.

208. Bill Nayidji and his family and Dolly Yarnmalu live at Cannon Hill, which they claim to be Bunidj Ka:kudju land. This is Aboriginal land as a result of the Ranger Commission's recommendations. There is no evidence of any general desire by the claimants to live on that section of Bunidj land within the claim.

209. Toby Kangele lives at Nourlangie. He spoke of an intention to return to Mudginberri if the claim is successful. This statement must be treated with some reservation, not on grounds of credibility, but simply that Toby Kangele's work and domestic situation will make it difficult for

him to uproot himself. Matthew Gamarrawu lives at Oenpelli and it was not suggested that he would live on Mirarr Kundjey'mi land.

210. Jacob Nayinggul and his family and the other traditional owners of Mirarr Erre, as found, live for the most part at Oenpelli. There was no evidence of any desire on their part to live on that section of Mirarr Erre that falls within the claim area.

211. As I have said in earlier reports, sub-s.(4) of s.50 is both difficult to construe and to apply. The absence of desire to live on land claimed does not of itself stand in the way of a recommendation for a grant.

Recommendations

212. In the light of the findings I have made as to traditional ownership, the identity of traditional owners, the strength of their traditional attachment to the land claimed and the principles spelt out in s.50(4) of the Land Rights Act, I recommend that there be a grant to a Land Trust of the land described as Bunidj, Mirarr Erre and Mirarr Kundjey'mi on Exhibit 58, within the claim area.



Toby Kangele. (Photo: G. Neate).



Dolly Yarnmalu tells Dr I. Keen and Mr C. Castan about Warrayangal. (Photo: G. Neate).

213. My formal recommendation is that the land be granted to a Land Trust for the benefit of Aboriginals entitled to the use or occupation of the land, whether or not the traditional entitlement is qualified as to place, time, circumstance, purpose or permission.

Matters for comment—number of Aboriginals advantaged; nature and extent of advantage

214. Section 50(3)(a) of the Land Rights Act requires the Commissioner to comment upon:

- (a) the number of Aboriginals, with traditional attachments to the land claimed who would be advantaged, and the nature and extent of the advantage that would accrue to those Aboriginals, if the claim were acceded to either in whole or in part: . . .

In past reports I have tried to keep separate an assessment of the number who would be advantaged and the nature and extent of the advantage. Because of the way in which the question of advantage was presented, this is not practicable in the present claim. The paragraph speaks of advantage 'if the claim were acceded to either in whole or in part' and I have taken this



Australian Government

Registrar of Aboriginal Corporations

Certificate of
Incorporation of an
**Aboriginal
Association**

ON CHANGE OF NAME

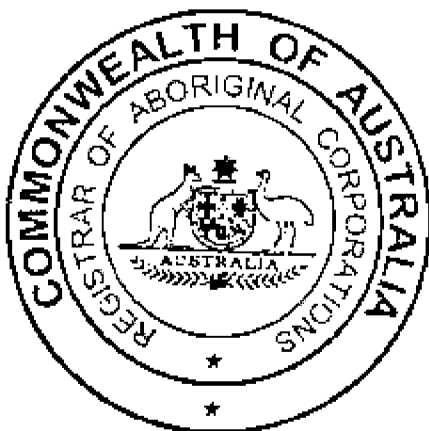
I, **THERESE COLOSIMO**, The Delegate of **the Registrar of
Aboriginal Corporations**, pursuant to subsection 53 (4) of the Act,
hereby certify that the Association incorporated under the Act on 14th
July 1995 under the former name of

GUNDJEHMI ABORIGINAL CORPORATION

is now incorporated under the Act under the new name of

GUNDJEIHM ABORIGINAL CORPORATION

Dated this 5th day of April, 2005.



T. Colosimo

Delegate of the Registrar



GUNDJEIHMI
ABORIGINAL CORPORATION

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About

Mirarr

Kakadu

GAC

Board

Staff

Uranium
Mining

GAC

The Mirarr established Gundjeihmi Aboriginal Corporation (GAC) in 1995 to assist them in managing a balance between sustainable development, traditional practice and living culture on their land.

GAC represents the rights and interests of the Mirarr as well as receiving, distributing and investing royalties from the **Ranger uranium mine** which was imposed on Mirarr land in 1978.

GAC is run by a Mirarr **board**, it provides services and support for Mirarr members and other Bininj

[View all fonts in this project](#)

(Aboriginal people) affected by the Ranger Mine in line with cultural obligations.

GAC works to ensure the cultural and economic future of the Mirarr is secure and stable. This work falls into five broad categories:

- Protect Mirarr country
- Long-term beneficial health and housing outcomes
- Protect the physical and spiritual culture of the Mirarr and neighbouring clans
- Ensure Bininj control of Bininj lives and country using robust and transparent good governance
- Develop sustainable incomes and businesses for future generations

GAC's vision for the welfare of the Mirarr extends well beyond the current projected end of the Ranger uranium mine in 2026.

In 2010 the Corporation had six fulltime staff. By 2017 the organisation had grown to over 50 staff.

ICN 2458AC a © Gundjeihmi Aboriginal Corporation 2024
of

Gundjeihmi runs many cultural and community programs and engages with strategy, policy and management across several issues including land and cultural rights, environment and conservation, mining, education, health, child protection, retail and tourism.

Annexure "A"

DEED OF AGREEMENT

between

NORTHERN LAND COUNCIL

and

PANCONTINENTAL MINING LIMITED

GETTY OIL DEVELOPMENT COMPANY LIMITED

[Handwritten initials]
NLC 3

[Handwritten initials]

ABORIGINAL LAND RIGHTS (NORTHERN

TERRITORY) ACT 1976

APPROVAL FOR SECTION 43 AGREEMENT

I, IAN BONYTHON CAMERON WILSON, the Minister of State for Aboriginal Affairs, in pursuance of sub-section 27(3) of the Aboriginal Land Rights (Northern Territory) Act 1976, HEREBY GRANT APPROVAL for the Northern Land Council to enter into an agreement under Section 43 of the said Act with Pancontinental Mining Limited and Getty Oil Development Company Limited in relation to the Project Area in terms of the Deed annexed hereto and marked Annexure "A".

DATED this

20th

day of

July

1982

Ian Wilson

IAN BONYTHON CAMERON WILSON

Minister of State for
Aboriginal Affairs

*Pl.
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NLC 3

AK
30th June 1982.

INDEX

CLAUSE	HEADING	PAGE
1.	Definitions	1-6
2.	Interpretation	7
3.	Proposals	8-14
4.	Ore Body No. 1	15
5.	Approvals	16-18
6.	Financial Arrangements	19-25
7.	Information	26-27
8.	Fixtures and Equipment	28-30
9.	Protection of the Environment	31-32
10.	Suspension of Operations	33-34
11.	Rehabilitation	35
12.	Permits	36-37
13.	Jabiru	38-41
14.	Safety and Health	42
15.	Aboriginal Participation Committee	43-47
16.	Employment, Training and Business Opportunities	48-64
17.	Rights of Traditional Owners	65-67
18.	Sacred Sites and Aboriginal Places	68-70
19.	Cultural Appreciation	71-74
20.	Exploration	75
21.	Control of Liquor	76-78
22.	Inspection	79
23.	Surrender and Termination	80
24.	Terms of Agreement	81
25.	Consequences of Expiration and Termination	82
26.	Security	83
27.	Assignment and Charge	84-85
28.	Operation of Deed	86
29.	Indemnity	87
30.	Governing Law	88
31.	Force Majeure	89
32.	Notices	90
33.	Confidentiality	91
34.	Entire Agreement	92

NLC 4

85 f
22/7/82

DEED made this 21st day of July One thousand nine hundred and eighty two BETWEEN NORTHERN LAND COUNCIL a body corporate established by the Aboriginal Land Rights (Northern Territory) Act 1976 having its principal administrative office at Highway Arcade Building, Stuart Park in the Northern Territory (hereinafter referred to as NLC) of the one part AND PANCONTINENTAL MINING LIMITED a company incorporated in the State of Queensland and having its principal administrative office at 50 Bridge Street, Sydney in the State of New South Wales and GETTY OIL DEVELOPMENT COMPANY LIMITED a company incorporated in Delaware in the United States of America and registered as a foreign company in New South Wales having a registered office in that State at C/- Allen Allen & Hemsley, Level 46 MLC Centre, Martin Place, Sydney of the other part.

NOW THIS DEED WITNESSETH THAT:

1. DEFINITIONS

1.1 In this Deed, "Aboriginal" has the same meaning as it bears in the Aboriginal Land Rights (Northern Territory) Act 1976.

"Aboriginal Business" is a business which complies with all the following criteria:-

- (i) if conducted by a company, such company is incorporated in the Northern Territory and all its shares are held by or on behalf of Aboriginals Affected;
- (ii) is registered in the Northern Territory and in the event that the proprietor of such business is a company, that company is incorporated in the Northern Territory and all its shares are held by or on behalf of

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NLC 5

PAGE 1

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Aboriginals Affected;

- (iii) the beneficial ownership is held totally by
Aboriginals Affected;
- (iv) has its principal place of business and
principally carries on business within the
Region;
- (v) except in the case of owner/drivers employs
not less than five (5) full-time permanent
Aboriginal employees;
- (vi) is not established on an agency basis;
- (vii) is certified in writing by the Bininj Working
Committee to Pancon to be a business bona fide
conducted by and on behalf of Aboriginals
Affected.

"Aboriginal Land" has the same meaning as it bears in
the Act.

"Aboriginal Places" means those places as indicated in
Annexure 3 hereto as Aboriginal Places.

"Aboriginals Affected" means those Aboriginals who are
Traditional Aboriginal Owners of the Project Area and
those Aboriginals who are affected by the Jabiluka
Project and

- (a) normally reside within the Region or at
Oenpelli, or
- (b) are accepted by the Bininj Working Committee as
having affiliation to the Project Area.

"the Act" means the Aboriginal Land Rights (Northern
Territory) Act 1976.


NLC 5


PAGE 2

"Bininj Working Committee" means the committee formed pursuant to Sub-Clause 15.1 hereof.

"Commencement of Construction" means the date when Pancon or its servants, agents or contractors commence physically to construct on the Project Area the construction village or commence earth moving forming part of the permanent works for the Jabiluka Project whichever shall first occur.

"Commencement of Production" means the date upon which there is produced from the Jabiluka Project five hundred (500) tonnes of uranium concentrates of marketable quality.

"Djabulukgu Association Inc." means the association referred to in Sub-Clause 17.1 hereof.

"Deed" means this Deed, including the annexures hereto, as they may be varied from time to time in accordance with the terms hereof.

"Fenced Area" means the land within the area delineated on the Plan being Annexure 2 hereto as may be amended from time to time by agreement between NLC and Pancon.

"Jabiluka Deposits" means the uranium and gold bearing or other mineral bearing deposits located in the Project Area.

"Jabiluka Project" means the construction, development, and operation contemplated by this Deed for the mining,


NLC 5


PAGE 3

treatment and transport of uranium ores, uranium concentrates and gold including the establishment of all necessary associated facilities including a construction village on the Project Area and housing and other facilities for operating personnel at Jabiru.

"Joint Venture" means the joint venture between Pancon and Getty Oil Development Company Limited and its successors and assigns pursuant to

- (i) the joint venture agreement between those parties dated 1 November 1973 as amended or,
- (ii) any joint venture agreement between those parties which may replace the joint venture agreement referred to in paragraph (i).

"Joint Venturers" means Pancontinental Mining Limited and Getty Oil Development Company Limited and their respective successors and assigns.

"Mineral Lease" means a Mineral Lease granted pursuant to the Mining Act 1980 in or to the effect of Annexure 1 hereto, or a Special Mineral Lease granted pursuant to the Mining Act 1939-1979 as amended in or to the effect of Annexure 1 hereto.

"Northern Territory" means the Northern Territory of Australia or any state which encompasses the area of the Northern Territory of Australia.

"Pancon" means Pancontinental Mining Limited as Operator for and on behalf of the Joint Venture and the Joint Venturers.


NLC 5


PAGE 4

"Suspension", for the purposes of Clause 10 only, occurs or is deemed to occur,

- (i) if Pancon gives to NLC notice of suspension of construction, mining or processing facilities for production on the Project Area, and exists during the period of such notice.
- (ii) if, during the period of 26 months commencing 10 months after the Commencement of Construction the workforce engaged on construction on the Project Area is reduced below 50 persons, and exists whilst such workforce remains below 50 persons.
- (iii) if at any time after the fourth anniversary of Commencement of Production, there is produced during any continuous period of two (2) years a total of less than 1500 tonnes of uranium oxide, and Suspension is deemed to have existed retrospectively on a daily basis for each continuous period of two (2) years during which there is produced a total of less than 1500 tonnes of uranium oxide, such two (2) year period commencing and being determined thereafter progressively daily from the first day of the two (2) year period which gave rise to the occurrence of Suspension.

"Traditional Aboriginal Owners" shall have the same meaning as it bears in the Act.


NLC 5


PAGE 6



2. INTERPRETATION

2.1 In this Deed unless the contrary intention appears:

- (a) All monetary references are references to Australian currency except where otherwise expressly stated.
- (b) The clause and sub-clause headings shall not be deemed to be part of this Deed and shall not be used in its interpretation or construction.
- (c) A reference to an Act includes the amendments to that Act for the time being in force and also to any Act passed in substitution therefor and any regulations for the time being in force thereunder.
- (d) The singular shall include the plural and vice versa.
- (e) Words importing the masculine gender shall include the feminine or neuter gender.
- (f) A reference to a person shall include a corporation as well as an individual.
- (g) Reference in this Deed to a Minister, Department, authority, body or person shall include the Minister, Department, authority, body or person for the time being performing the functions of such Minister, Department, authority, body or person at the date of this Deed.

NLC 6

PAGE 7

3. PROPOSALS

3.1 Pancon has provided to NLC or made available for inspection by NLC:

- (a) A three volume document entitled "The Jabiluka Project Environmental Impact Statement" dated "July 1979" being the final Environmental Impact Statement prepared in accordance with the provisions of the Environmental Protection (Impact of Proposals) Act 1974-1975;
- (b) All documents referred to in Annexure 5 hereto.

3.2 (a) In the event that Pancon proposes a change in concept of design or operation from any such concept expressed in the Environmental Impact Statement dated July 1979 or the documents referred to in sub-clause 3.1 (b) above Pancon will deliver to NLC and the Minister for Mines and Energy (Northern Territory) a detailed submission outlining the said change in concept and analysing the likely impact of the said change on the Aboriginals Affected or on the environment. It is agreed between NLC and Pancon that changes in detail of working drawings or operational procedures that do not have an impact on Aboriginals Affected or the environment do not constitute a change in concept of design or operation for the purposes of this clause.

(b) NLC shall consider the Pancon submission referred to in sub-clause 3.2 (a) and shall within forty two (42) days decide whether such submission

NLC 6

PAGE 8

- (i) proposes a substantial change from a concept of design or operation referred to in the documents referred to in sub-clause 3.1;
- (ii) if so, whether such change in concept of design or operation is likely to have an impact on the Aboriginals Affected or the environment.

In the event of NLC not making a decision within the period of forty two (42) days the submission is hereby referred to the Committee referred to in sub-clause 3.2(h) for approval, qualification, amendment, or rejection as in the opinion of that Committee may be appropriate.

- (c) If NLC decides that such proposed change in concept of design or operation is not a substantial change or being such a substantial change is not likely to have an impact on Aboriginals Affected or on the environment, Pancon need not further consult with NLC regarding such proposed change in concept of design or operation.
- (d) If NLC decides that Pancon's said submission constitutes a substantial change in concept of design or operation and is likely to have an impact upon Aboriginals Affected or the environment, NLC shall within fourteen (14) days of its decision refer the submission to the Bininj Working Committee. The Bininj Working Committee shall examine the submission and resolve within thirty (30) days of the submission being


NLC 6


PAGE 9 

referred to it by NLC whether to request NLC to consult the Aboriginals Affected about the submission.

- (e) (i) If the Bininj Working Committee does not request NLC to consult as set out in sub-clause (d) hereof NLC may :
1. accept the submission; or
 2. reject the submission; or
 3. propose qualifications or amendments to the submission.

In the event of NLC not rejecting the submission or proposing qualifications or amendments to the submission within a period of fourteen (14) days from the expiration of the period referred to in sub-clause 3.2 (d) within which the Bininj Working Committee must resolve whether to request NLC to consult Aboriginals Affected the matter is hereby immediately referred to the committee referred to in sub-clause 3.2(h) for approval, qualification, amendment or rejection as in the opinion of that committee may be appropriate.

- (ii) If the Bininj Working Committee does request NLC to consult with Aboriginals Affected then NLC shall within sixty (60) days of the resolution referred to in sub-clause 3.2(d) consult with Aboriginals Affected and may within such period :

1. accept the submission; or


NLC 6


PAGE 10
 

2. reject the submission; or
3. propose qualifications or amendments to the submission.

In the event of NLC not rejecting the submission or proposing qualifications or amendments to the submission within the time specified in this sub-clause, the matter is hereby immediately referred to the committee referred to in sub-clause 3.2(h) for approval, qualification, amendment or rejection as in the opinion of that committee may be appropriate.

- (f) In the event of NLC rejecting or seeking to amend or qualify the submission, it shall at the time of advising Pancon of its rejection or its desire to qualify or amend the submission, specify to Pancon in writing the reasons for its rejection, or qualifications or amendments it proposes.
- (g) Insofar as Pancon does not accept such qualifications or amendments and does not incorporate such qualifications or amendments in its application for authorisation or consent under the Uranium Mining (Environment Control) Act, the Mining Act or the Mines Regulation Act, and insofar as Pancon does not accept any rejection made by NLC pursuant to sub-clause 3.2 (f) Pancon shall notify NLC in writing of its non-acceptance.

- (h) On receipt of the notice referred to in sub-clause 3.2 (g) NLC shall convene within twenty-one (21) days a

NLC 6

PAGE 11

committee which shall be chaired by the representative or nominee of the Commonwealth Minister responsible for the Environment, such committee to comprise a nominee being a senior representative of the following:-

1. Pancon
2. Office of the Supervising Scientist
3. Minister for Mines and Energy (Northern Territory)
4. Minister for Aboriginal Affairs (Commonwealth)
5. NLC
6. Bininj Working Committee
7. Commonwealth Minister responsible for the Environment from officers specially skilled in matters relating to the total environment.

In the event of NLC not convening the Committee within the said period of twenty-one (21) days, Pancon may forthwith convene such committee whereupon the provisions of sub-clause 3.2(i) shall apply.

- (i) The committee referred to in sub-clause 3.2 (h) shall be an ad hoc committee convened solely for the purpose of determining matters referred to it pursuant to this Deed. NLC shall forward to the persons nominated in sub-clause 3.2 (h) :-

- (i) a copy of the submission by Pancon
- (ii) a copy of NLC qualifications or amendments and reasons therefore and copies of the reasons for any rejection.


NLC 6


 PAGE 12 

The committee may, if it so desires, receive submissions and material from Pancon or NLC.



- (j) The committee referred to in sub-clause 3.2 (h) shall meet continuously until a decision is reached. Such decision shall be binding upon each of Pancon and NLC.

3.3 Pancon will not commence construction of the Jabiluka Project until the Minister for Mines and Energy (Northern Territory) authorises such construction.

3.4 Pancon's proposals for the Jabiluka Project together with any qualifications or alterations to the Jabiluka Project as specified in this clause shall comply with the Environmental Requirements for the Jabiluka Project set forth in the Third Schedule to the Mineral Lease and shall be in accordance with the concepts of design or operation set out in:-

- (a) the Jabiluka Project Environment Impact Statement July 1979; and
- (b) Documents referred to in Annexure 5 hereto.

Save that in any event and notwithstanding the use of best practicable technology in the design and construction of water retaining structures, seepage losses in excess of those predicted occur and such seepage losses cause unacceptable contamination of the underground waters outside the area of the works Pancon shall forthwith carry out such works as may be necessary to contain the contamination within limits acceptable to the Supervising Authority.

NLC 6




PAGE 13

3.5 Notwithstanding the provisions of this clause the parties expressly agree that Ore Body No. 2 shall be mined by the underground method as specified in the documents referred to in sub-clause 3.1.

3.6 In the event that Pancon proposes a change in concept of design or operation as envisaged in sub-clause 3.2(a) hereof and such proposal is submitted to NLC as aforesaid, after the Commencement of Construction and before the Commencement of Production, then in lieu of the procedure set forth in sub-clause 3.2 the following shall apply:

(a) NLC shall consider the Pancon submission delivered pursuant to sub-clause 3.2(a) and shall within one month of the receipt thereof:

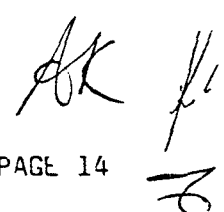
- (i) accept the submission; or
- (ii) reject the submission; or
- (iii) qualify or amend the submission.

(b) Insofar as Pancon does not accept any rejection, qualification or amendment to the submission, Pancon shall notify NLC in writing of its non-acceptance.

(c) On receipt of a notice from Pancon referred to in sub-clause 3.6(b) hereof NLC shall within fourteen (14) days convene the committee referred to in sub-clause 3.2(h) hereof which shall resolve the question of rejection, qualification or amendment of such submission in accordance with sub-clauses 3.2(i) and (j).



NLC 6



PAGE 14



4. ORE BODY NO. 1

4.1 Pancon shall provide NLC with full details of the manner in which it is proposed to design, construct and operate any mine in relation to Ore Body No. 1 at least three (3) months before seeking any necessary authorisations or consents pursuant to the Uranium Mining (Environmental Control) Act, the Mining Act or the Mines Regulation Act.

4.2 It is expressly agreed between the parties hereto that any proposals for the mining of Ore Body No. 1 will not be implemented unless and until the procedures provided for by sub-clause 3.2 hereof have been complied with in respect of such proposals.

4.3 Any mining of Ore Body No. 1 will only take place by underground mining methods.

4.4 Upon the basis of sub-clauses 4.1, 4.2 and 4.3 hereof, NLC

(a) hereby consents to the mining of Ore Body No. 1

(b) agrees that after the application of the procedures contemplated by sub-clause 3.2 to any proposals to mine Ore Body No. 1, in the event of approval to mine in accordance with such proposals as amended or qualified in accordance with that sub-clause being given, the provisions of Clause 5 and sub-clause 34.2 hereof will apply to such approval, as so qualified or amended.




NLC 6



 PAGE 15


5. APPROVALS

5.1 NLC, pursuant to the functions and powers conferred on it by the Act, and for the purpose of Section 43 of the Act, hereby consents to the grant to the Joint Venturers of all mining interests and titles with respect to the Jabiluka Project and hereby consents to the giving of all approvals of any nature necessary or reasonably required by the Joint Venturers to permit or facilitate the mining of the Jabiluka Ore Body No. 2, and subject to sub-clause 4.4., Ore Body No. 1, and otherwise to proceed with the Jabiluka Project.

5.2 NLC hereby undertakes, if requested by Pancon in writing, immediately to notify in writing any appropriate authority of its consent to the grant of the mining interests and titles referred to in sub-clause 5.1.

5.3 Without affecting the generality of sub-clauses 5.1 or 5.2, NLC hereby consents to the issue to the Joint Venturers by the Government of the Northern Territory of a Mineral Lease in respect of the Project Area in or to the effect of the terms and conditions contained in Annexure 1 hereof.

5.4 NLC warrants that:

(a) it has consulted with the Traditional Aboriginal Owners of the land within the Project Area and other Aboriginals interested in the land within the Project Area;

(b) the Traditional Aboriginal Owners of the land within the Project Area understand the nature and purpose of



NLC 7



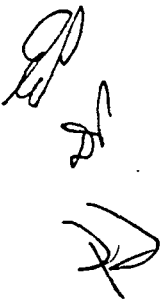
PAGE 16

this Deed and of the Jabiluka Project and as a group consent to this Deed and to the Jabiluka Project; and

- (c) any Aboriginal community or group that may be affected by this Deed or by the Jabiluka Project has been consulted and has had adequate opportunity to express its views about them to NLC.

5.5 This Deed except as to sub-clause 6.1(a) is subject to:

- (a) The Commonwealth Minister for Aboriginal Affairs consenting in writing to the granting of all mining interests and titles to the Joint Venturers necessary or reasonably required by the Joint Venturers to permit or facilitate the mining of Jabiluka Ore Body No. 2 or otherwise to proceed with the Jabiluka Project.
- (b) The Minister for Mines and Energy of the Northern Territory or other Minister responsible for the Mining Act of that Territory granting all mining interests and titles to the Joint Venturers necessary or reasonably required by the Joint Venturers to permit or facilitate the mining of Jabiluka Ore Body No. 2 and otherwise to proceed with the Jabiluka Project.
- (c) The receipt by the Joint Venturers of advice that the Commonwealth Treasurer has no objection to the development of the Jabiluka Project by the Joint Venturers and, if such advice is subject to conditions, that such conditions are acceptable to the Joint Venturers.



NLC 7



PAGE 17



5.6 In the event of any of the consents interests advices or approvals referred to in sub-clause 5.5 not being received within six (6) months of the date of this Deed, the Joint Venturers may by notice in writing terminate this Deed whereupon the provisions of Clauses 23 and 25 shall apply.

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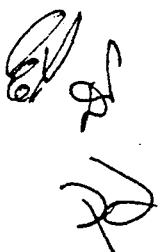
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6. FINANCIAL ARRANGEMENTS

6.1 The Joint Venturers agree to make the following payments to NLC, which payments shall be distributed by NLC in accordance with sub-clause 6.2 hereof.

- (a) the sum of One Million Dollars (\$1,000,000.00) to be paid within seven (7) days after the receipt by Pancon of the written consent of the Minister for Aboriginal Affairs referred to in sub-clause 5.5(a) and the approval of such Minister to this Deed.
- (b) the sum of Eight Hundred Thousand Dollars (\$800,000.00) to be paid in four (4) equal instalments the first such instalment to be paid on the date of the payment made under sub-clause 6.1(a) and on each of the three following anniversaries of that date. NLC will apply such moneys towards its administrative costs related to the performance of its functions in connection with this Deed.
- (c) the sum of One Million Two Hundred Thousand Dollars (\$1,200,000.00) to be paid within seven (7) days after the date of receipt by the Joint Venturers of the consents, the granting of the interests and advices referred to in sub-clause 5.5(a) and (b) and of determinations of the Commonwealth Minister for Trade and Resources approving contracts entered into by the Joint Venturers for the sale of not less than three thousand (3,000) tonnes of uranium concentrates produced from the Jabiluka Deposits during each of the five (5) years from the Commencement of Production, or



NLC 7



PAGE 19

such lesser tonnage as the Joint Venturers may in their absolute discretion determine, or the Commencement of Construction, whichever date shall first occur.

- (d) the sum of Seven Million Dollars (\$7,000,000.00) in the following manner:
- (i) the sum of Three Million Six Hundred Thousand Dollars (\$3,600,000.00) by three (3) equal payments of One Million Two Hundred Thousand Dollars (\$1,200,000.00) on each of the three following anniversaries of the date of the payment made under sub-clause 6.1(c).
 - (ii) The sum of Three Million Four Hundred Thousand Dollars (\$3,400,000.00) upon Commencement of Production.

In the event of the sum of Three Million Six Hundred Thousand Dollars (\$3,600,000.00) referred to in (i) above not having been paid by the Commencement of Production, such unpaid portion of the sum shall be paid upon Commencement of Production.

- (e) a sum to be paid within thirty (30) days after each of the first ten anniversaries of the Commencement of Production being in respect of each such anniversary the sum, if any, being a sum calculated as a royalty of Four and One Half Percent (4 1/2%) in accordance with Section 50(5) of the Mining Act 1978 of the Northern Territory as current at 3 June, 1981 from the Commencement of Production to the date of that anniversary less:-

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NLC 7

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PAGE 20
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- (i) In respect of each of the anniversary payments a sum equal to the amount payable into the Aboriginals Benefit Trust Account established by the Act in respect of royalties paid or payable to the Commonwealth or the Northern Territory relating to such anniversary period in respect of the Jabiluka Project; and
- (ii) in respect of each of the anniversary payments the sum of Five Hundred Thousand Dollars (\$500,000.00)

(f) A sum to be paid within thirty (30) days after each anniversary after the tenth anniversary of the Commencement of Production being in respect of each such anniversary the sum, if any, being the sum by which a sum calculated as a royalty of Five Percent (5%) in accordance with Section 50(5) of the Mining Act 1978 of the Northern Territory as current at 3 June 1981 exceeds the sum of the amount payable into the Aboriginals Benefit Trust Account established by the Act in respect of royalties paid or payable to the Commonwealth or the Northern Territory relating to such anniversary period in respect of the Jabiluka Project.

6.2 NLC shall distribute monies paid to it pursuant to sub-clause 6.1 hereof as follows:

(a) Payments received pursuant to sub-clause 6.1 (a) shall be distributed as follows:

- (i) Eight Hundred Thousand Dollars (\$800,000.00) to the Djabulukgu Association Inc.. The Djabulukgu Association Inc. shall be

NLC 7

PAGE 21

established in accordance with the Constitution which is Annexure 6 hereof. Twenty Percent (20%) of these funds shall be retained by the Association to be expended at its discretion and the balance thereafter shall be applied by the Association for the benefit of members in the following manner:

1. the funding of Aboriginal Business;
2. creation of Aboriginal housing and provision of ancillary services thereto;
3. protection of Aboriginal culture and provision for endowing Aboriginal museums and Aboriginal study groups;
4. provision of educational scholarships;
5. provision of recreation and sporting facilities for Aboriginal people;
6. the study of the utilization of Aboriginal land and the land aspirations of Aboriginal people;
7. provision of community amenities such as libraries, community halls;
8. provision of basic utilities (water, sewerage and power);
9. purchase of land within the Northern Territory or elsewhere;
10. assisting in the funding of an Aboriginal Parks and Wildlife Service to operate in the Northern Territory;
11. investment of funds in an investment fund to provide capital and income during and upon expiration of mining;

*Dr G.H.
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12. investment in tourism and acquisition of tourist facilities within the Northern Territory;
13. assisting in the development of outstations;
14. provision of a satisfactory transportation system;
15. provision of a communication system;
16. administration costs of the Association;
17. provision of a group health insurance and hospital scheme for all Aboriginals Affected;
18. Any other community purpose for the benefit of Aboriginal people.

(ii) The balance of monies paid under sub-clause 6.1 (a) shall be divided equally between the Gagudju Association Inc. and the Kunwinjku Trading Association Inc. and shall be utilised by those Associations for the objects specified in sub-clause 6.2 (a)(i).

(iii) A. The Gagudju Association Inc., Kunwinjku Trading Association Inc. and Djabulukgu Association Inc. shall prepare estimates in a form acceptable to NLC in relation to expenditure on programmes which are within the scope of the objects outlined above. The estimates shall also include estimates of administrative costs, direct grants, loans and proposed direct grants and loans and such estimates shall be submitted to NLC for approval and such approval shall be obtained prior to the distribution of

such funds to that Association.

- B. Subject to sub-clause 6.2 (a) (iii) (C) hereunder NLC shall take all reasonable steps to ensure the monies of the aforesaid Associations are not expended otherwise than in accordance with the estimates of expenditure approved by NLC.
- C. The amount of the expenditure by the said Associations in relation to the matter or matters covered by an item in the estimates approved by NLC may exceed the amount specified in the item by an amount not exceeding Twenty Percent (20%) of the amount so approved.
- D. NLC will at the joint cost of the said Associations convene a meeting of the executives of all said Associations annually for the purpose of completing estimates and such estimates shall be approved by NLC prior to the distribution of any funds received pursuant to this Agreement.
- E. In the event that any such estimate does not satisfy any of the said Associations that Association may seek a determination from the Minister for Aboriginal Affairs which shall be binding upon NLC and the said Association.

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- (b) Payments received pursuant to sub-clause 6.1 (c), (d), (e) and (f) shall be distributed in the following

manner:

- (i) Eighty Percent (80%) of all monies received shall be paid to the Djabulukgu Association Inc. for the benefit of all members thereof.
 - (ii) The remaining Twenty Percent (20%) of monies to be shared equally between the Gagudju Association Inc. and the Kunwinjku Trading Association Inc.
 - (iii) Payments made to the Associations referred to in sub-clauses (i) and (ii) hereof shall be utilized only for the purposes referred to in sub-clause 6.2 (a) (i) hereof.
- (c) Of the monies paid pursuant to sub-clause 6.1 (b) Two Hundred Thousand Dollars (\$200,000.00) per annum shall be used by NLC towards meeting any administrative costs and any other costs as relate to its functions in connection with this Deed.

6.3 In the event of NLC failing to dispose of any monies received pursuant to this Deed within six (6) months of their receipt by NLC then NLC shall upon written request of the Minister for Aboriginal Affairs forward such monies to the Department of Aboriginal Affairs for distribution in accordance with Section 64 of the Act.

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NLC 7

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7. INFORMATION

7.1 The Joint Venturers shall provide to NLC a copy of each royalty return lodged with the Principal Registrar, Northern Territory Department of Mines and Energy, Darwin in accordance with the Fourth Schedule to the Mineral Lease referred to in this Deed.

7.2 In the event of the lodgment of a royalty return as aforesaid, the Joint Venturers shall furnish to NLC copies of:-

- (a) all requests for information, requisitions and correspondence received by the Joint Venturers from the Principal Registrar concerning that return;
- (b) all documents, records and information lodged by the Joint Venturers with the Principal Registrar concerning that return; and
- (c) the Principal Registrar's assessment of royalty.

7.3 The Joint Venturers shall keep proper documents, records and books of account and, if required to do so by NLC, shall furnish to NLC such information or documents relating to treatment, shipment, sale or transportation of any minerals at any time to the extent necessary to enable NLC to determine the value of payments to which it is entitled under this Deed provided however that neither the Joint Venturers nor Pancon shall be obliged to produce to NLC any document or information which it may, in its absolute discretion, determine to be confidential.

In the event of NLC not being satisfied with the financial information made available to it by the Joint Venturers or Pancon for the purpose of enabling NLC to calculate its

NLC 8

PAGE 26

entitlement to payments under this Deed, NLC may at its own expense, appoint an accountant from any of the firms listed below to examine the financial and other records necessary to determine the entitlement of NLC to payments under this Deed provided that it is a condition precedent to the exercise of the right conferred upon NLC to appoint such accountant that:-

- (i) NLC agrees in writing with the Joint Venturers or Pancon that such accountant disclose to NLC only the results of his financial investigation, and not any information or documents which such accountant may obtain during such financial investigation, and
- (ii) the accountant to be appointed by NLC to conduct such financial investigation undertakes in writing to the Joint Venturers or Pancon that he will disclose to NLC only the results of his financial investigation and not any information or documents which such accountant may obtain during such financial investigation.

The firms from which an accountant may be selected by NLC are:

Arthur Andersen & Co.
Coopers and Lybrand
Price Waterhouse
Peat, Marwick and Mitchell
Deloitte, Haskins & Sells
Hungerfords.

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8. FIXTURES AND EQUIPMENT

8.1 The parties hereto acknowledge that all plant, machinery and equipment and other property including facilities for accommodation and recreation which is the property of Pancon its contractors or Related Corporation or other person brought on to any part of the Project Area, either before or after the commencement of this Deed, by Pancon, its contractors or Related Corporation or other person are and remain the property of Pancon, its contractors or Related Corporation or such other person as the case may be and may be used by Pancon, its contractors or Related Corporation or such other person during the currency of this Deed.

8.2 If at any time Pancon or any Related Corporation wishes to remove any buildings, structures, erections, fixtures, plant, machinery or equipment which has been constructed or set up on or under any part of the Project Area or brought on to any part of the Project Area or used in the Region for the purposes of the Jabiluka Project and which is the property of Pancon or Related Corporation (hereinafter referred to as "Sub-clause 8.2 property") from the Project Area and does not intend to use the Sub-clause 8.2 property elsewhere for the purposes of the Jabiluka Project, then Pancon or any Related Corporation shall offer all its right title or interest in the Sub-clause 8.2 property to NLC, the Kunwinjku Trading Association Inc., the Djabulukgu Association Inc., the Gagudju Association Inc., and the Traditional Aboriginal Owners. The offer shall contain the price and such other terms and conditions of sale as Pancon may propose. If more than one of the abovementioned persons or organisations wish to obtain the Sub-clause 8.2 property then the Bininj Working Committee

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shall determine priority. If such an offer is not accepted in writing within thirty (30) days of the date of such offer, the Bini Working Committee may nominate any Aboriginal Business or Aboriginals Affected as the purchaser of such Sub-clause 8.2 property and such property shall be sold to such Aboriginal Business or Aboriginals Affected at the price and on the ^{same} ~~other~~ terms and conditions of sale as originally proposed by Pancon provided such sale is effected within sixty (60) days of the date of the original offer. If the Sub-clause 8.2 property is not sold pursuant to the foregoing provisions within sixty (60) days of the date of the original offer, Pancon or any Related Corporation may thereafter sell the Sub-clause 8.2 property to any Third Party at a price and on terms and conditions no more favourable than the price and terms and conditions contained in the offer to the aforementioned persons or organisations. Details of all contracts for the sale of Sub-clause 8.2 property shall be made available to the Bini Working Committee within a reasonable time of such sale.

8.3 Pancon and any Related Corporation shall not authorise and/or effect the removal of any Sub-clause 8.2 property from the Project Area until such Sub-clause 8.2 property has been dealt with in accordance with sub-clause 8.2 unless such authorization and/or removal is made pursuant to a direction of the Supervising Authority.

8.4 (a) Pancon or any Related Corporation shall properly maintain such Sub-clause 8.2 property during the period of the offer referred to in sub-clause 8.2 hereof.

(b) The recipient of Sub-clause 8.2 property the subject of

NLC 8

PAGE 29

sale pursuant to sub-clause 8.2 shall remove such Sub-clause 8.2 property from the Project Area within thirty (30) days of acceptance of offer or such longer time as Pancon may agree in writing. In the event of the recipient not removing such Sub-clause 8.2 property, and Pancon thereafter removing it, the cost of such removal may be deducted by Pancon from moneys payable by Pancon to NLC pursuant to this Deed.

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NLC 8

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9. PROTECTION OF THE ENVIRONMENT

9.1 Pancon will at all times comply with the Environmental Requirements for the Jabiluka Project as set forth in the Third Schedule to the Mineral Lease.

9.2 Pancon has provided NLC with copies of a public document entitled "The Jabiluka Project Environmental Impact Statement" dated July 1979 prepared in accordance with the provisions of the Environmental Protection (Impact of Proposals) Act 1974 and all the materials referred to in Annexure 5 hereto. Pancon hereby covenants with NLC that it shall, save when the same are lawfully modified, replaced, overruled, varied or supplemented by Statute, Regulation or Statutory Authority or any direction from any Department of Government, implement all of the proposals contained in the said Jabiluka Project Environmental Impact Statement and the documents listed in Annexure 5 insofar as they relate to the protection of the environment and its rehabilitation.

9.3 Pancon further agrees that it will mine in a proper and workmanlike manner and that it will not do any unnecessary damage to the surface of the lands comprised in the Project Area.

9.4 Pancon will establish monitoring programmes in a form approved by the Supervising Authority to monitor the following:

- (a) Biota
- (b) Water
- (c) Sediments
- (d) Soils
- (e) Air

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NLC 8

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PAGE 31

- (f) Personal and Environmental Radiation
- (g) Such other areas as the Supervising Authority may require.

9.5 All or any part of the information obtained from any monitoring programmes shall be made available as soon as reasonably practicable to NLC on its written request.

The results of such monitoring shall be documented and such documentation shall include a written analysis which shows comparisons between the projected results (where applicable) and the actual results as well as a comparison between the previous months results and the penultimate months results. Such documentation shall forthwith be made available to NLC on its written request.

9.6 When required by the Supervising Authority and/or the Supervising Scientist to report in writing on any matter, occurrence, or thing relating to monitoring or performance of the water management plan, Pancon shall as soon as reasonably practicable respond to that requisition and at or about the same time provide NLC with a copy of any such report.

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NLC 8

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10. SUSPENSION OF OPERATIONS

10.1 Pancon may at any time and from time to time (after giving written notice to NLC of not less than three (3) months) during the currency of this Deed suspend construction, mining or production processing facilities on the Project Area.

10.2 (a) During any period of Suspension pursuant to this clause, Pancon will comply with:

- (i) the environmental requirements for the Jabiluka Project set forth in the Third Schedule to the Mineral Lease.
- (ii) the provisions of all relevant Commonwealth and Northern Territory Legislation including the Environment Protection (Alligator Rivers Region) Act 1978, the Uranium Mining (Environmental Control) Act, the Mining Act and the Mines Regulation Act.
- (iii) any requirements, conditions or terms imposed pursuant to such statutory provisions by any of the Supervising Scientist, the Minister for Mines and Energy of the Northern Territory or the Supervising Authority.
- (iv) any reasonable environmental requirements imposed by NLC.

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(b) During the currency of this Deed Joint Venturers will make payments to NLC for any period of time that operations in respect of the Jabiluka Project are in Suspension. During any such period of suspension as defined Joint Venturers will make payments at the rate of Seven Hundred and Fifty Thousand Dollars

NLC 9

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PAGE 33
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(\$750,000.00) per annum, such payments to be made pro-rata at the end of each six monthly period.

(c) NLC shall distribute any moneys received under sub-clause 10.2 (b) hereof in the following manner -

- (i) Eighty Percent (80%) of the payments to the Djabulukgu Association Inc.
- (ii) Ten Percent (10%) of the payments to the Gagudju Association Inc.
- (iii) Ten Percent (10%) of the payments to the Kunwinjku Trading Association Inc.

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NLC 9

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PAGE 34

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11. REHABILITATION

11.1 Pancon will rehabilitate and vegetate the sites of mining and ancillary operations, the tailings and water retention system and other areas where the ground has been disturbed. Such rehabilitation and revegetation shall be in accordance with a plan to be updated from time to time and approved in accordance with the Environmental Requirements for the Jabiluka Project set forth in the Third Schedule to the Mineral Lease.

11.2 Pancon shall in addition to the requirements specified in sub-clause 11.1 hereof also rehabilitate the Project Area in accordance with the reasonable requirements of NLC.

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NLC 9

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PAGE 35
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12. PERMITS

12.1 NLC authorises pursuant to Section 46A(1) of the Act the entry upon the Fenced Area for the purposes and duration of the Jabiluka Project of all employees, contractors, subcontractors of Pancon or the Joint Venturers and all persons for the time being engaged on the Jabiluka Project and their dependants and temporary visitors.

12.2 A permit pursuant to the Aboriginal Land Act (Northern Territory) shall be required by all employees, contractors, and sub-contactors of Pancon or the Joint Venturers and all persons engaged in work in connection with the Jabiluka Project and their dependants and temporary visitors and each person who is non-Aboriginal for entry on the Permit Area and it is the duty and responsibility of Pancon to ensure that all people who are engaged in work on the Jabiluka Project within the Permit Area have such a permit.

12.3 NLC will provide for the establishment of a prompt and efficient permit issue and revocation system in respect of the Permit Area. Permits will be issued by NLC to persons referred to in sub-clause 12.2 upon the production of a certificate signed by a responsible officer of Pancon stating that such person is a person referred to in sub-clause 12.2. Pancon will notify NLC within seventy-two (72) hours of the dismissal from its employment of any person holding such a permit.

12.4 NLC shall not unreasonably withhold or delay the issue of such permits. Permits issued by NLC shall not be revoked pursuant to Section 5 of the Aboriginal Land Act (Northern Territory)

NLC 9

PAGE 36

without the consent of the Bininj Working Committee.

12.5 Any employee, contractor or sub-contractor of Pancon or the Joint Venturers or any persons engaged in work in connection with the Jabiluka Project being the holder of a permit issued pursuant to sub-clauses 12.2, 12.3 and 12.4 will be permitted access to the Permit Area at all times necessary to enable him to carry out his activities in a satisfactory manner.

12.6 Pancon in consultation with the Bininj Working Committee shall ensure that all persons engaged by it are made fully aware of the rights and duties imposed by their permit.

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NLC 9

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13. JABIRU

13.1 During the period of construction Pancon will house the construction workforce, including supervisory personnel and their dependants, at Winmiyurr.

13.2 During the period of construction and operations of the mine Pancon will house operating personnel required to work on the Project Area and their dependants at Jabiru provided however and subject to sub-clause 13.4 hereof the number of employees so housed shall not exceed 541.

13.3 Pancon undertakes:-

(i) Where it intends to house a prospective operating employee at Jabiru to give preference to the employment of a married person provided the giving of such preference is not contrary to law.

PJ. (ii) Where practicable, having regard to their place of work, nature and times ^{of} ~~of~~ work and cost of so doing, to *KL* accommodate during the period of construction and operations operating personnel in Darwin or otherwise outside the Region.

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13.4 If at any time or from time to time Pancon wishes to house more than 541 employees at Jabiru with the effect that the overall population of Jabiru including such employees and their dependants at the time of the commencement of the housing of such persons at Jabiru will:-

(i) not exceed 3500, Pancon shall give its proposal to the Bininj Working Committee for approval;

(ii) exceed 3500, Pancon shall give its proposal to the Traditional Aboriginal Owners and NLC for approval by NLC on behalf of Traditional Aboriginal Owners.

In the event of the Bininj Working Committee or NLC as may be appropriate not consenting within 30 days to the housing of such number of employees in excess of 541 and their dependants at Jabiru the proposal is hereby referred to the Committee referred to in sub-clause 3.2 (h) for approval, amendment qualification or rejection as in the opinion of that Committee may be appropriate.

13.5 Any Aboriginal employee in training with Pancon pursuant to the provisions of sub-clause 16.7 shall be accommodated at such one of Winmiyurr or Djarr-Djarr as the Bininj Working Committee may agree or subject to Pancon having accommodation available at Jabiru, at Jabiru with the consent of the Bininj Working Committee.

13.6 Any Aboriginal Affected employed by Pancon or Related Corporation either during the construction stage or the Production stage of the Jabiluka Project will be accommodated either at Winmiyurr or Djarr-Djarr or, subject to Pancon having accommodation available at Jabiru, at Jabiru with the consent of the Bininj Working Committee. Pancon or Related Corporation shall provide such accommodation on the same basis as accommodation is provided for non-Aboriginal employees.

13.7 Pancon shall provide NLC with a proposed design of housing for consideration by NLC before seeking the consent of appropriate statutory authorities to construction of such housing.

13.8 The Bininj Working Committee shall nominate two assembly points within a radius of 80 kilometres of Jabiru and Pancon shall provide at no cost for four years from Commencement of Construction transportation for Aboriginal construction employees of Pancon or any Related Corporation, any contractor or sub-contractor on a daily basis to and from assembly points to the Project Area.

13.9 The Bininj Working Committee shall nominate a further five assembly points beyond a radius of 80 kilometres of Jabiru but within a radius of 200 kilometres of Jabiru but including Bamyili and Pancon shall arrange transportation for Aboriginal employees of Pancon or any Related Corporation any contractor or sub-contractor at the commencement and termination of each roster period into and out of the Project Area. Employees using such transportation will be charged for such use.

13.10 Pancon or any Related Corporation will provide as travel benefits for Aboriginal employees living beyond a radius of 80 kilometres of Jabiru but within a radius of 200 kilometres of Jabiru but including Bamyili such benefits as may be negotiated by unions and others on their behalf but in any event not less than

- (a) on engagement, the advance of an economy class air ticket from either the nearest commercial airport to his home or from an authorised landing area nearest to his home to Jabiru, the cost of such air ticket to be deducted from the employee's wages over the first 12 months of his employment provided that, on completion of 12 months satisfactory employment, the cost of the air ticket will be refunded to the employee. In the event of the employee resigning or being dismissed for

misconduct or unsatisfactory service during the first 12 months of employment the employee shall not be entitled to such refund and shall be required to pay the difference between the cost of the airfare and the amount already deducted.

(b) one single economy class airfare from Jabiru to the nearest commercial airport to his home on completion of each two (2) years continuous satisfactory service.

13.11 Pancon or any Related Corporation will provide as travel benefits for Traditional Aboriginal Owners employed by Pancon or any Related Corporation on the Jabiluka Project Area a return economy air ticket between Darwin and Sydney at the end of each two (2) years continuous satisfactory service for such employee and his dependant spouse and his dependant children under 15 years of age.

13.12 In the event of award provisions providing more favourable provisions to relevant Aboriginal employees than those set forth in sub-clauses 13.10 and 13.11 such award provisions shall apply to those employees in substitution for the provisions of sub-clauses 13.10 and 13.11.

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14. SAFETY AND HEALTH

14.1 Pancon agrees to comply with all the regulations made under the mining legislation for the time being in force in the Northern Territory with respect to safety that apply to the Jabiluka Project and with all rules and regulations established by the Department of Health of the Northern Territory or other appropriate Government authorities for the monitoring and control of radiation and the protection of personnel in the mining and processing of radioactive ores and concentrates. Pancon shall be entitled to require all Aboriginal and non-Aboriginal persons to undergo a medical examination prior to and during employment by Pancon on the Jabiluka Project and reserves the right to refuse employment on medical grounds.

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PAGE 42

15. ABORIGINAL PARTICIPATION COMMITTEE

15.1 Pancon and NLC agree to form an Aboriginal Participation Committee which shall be known and referred to as Bininj Working Committee.

15.2 The objects of the Bininj Working Committee are:

- (a) To include the Aboriginals Affected in relevant areas of decision making.
- (b) To ensure maximum use and development of the Project Area for the benefit of Aboriginals Affected and the Joint Venture;
- (c) To provide a means for an effective flow of information between Aboriginals Affected and senior management of Pancon and to ensure that Aboriginals Affected shall have an influence on Pancon in those matters and things relating to the Jabiluka Project which affect them.

15.3 The functions of the Bininj Working Committee are to perform the functions and duties imposed upon it by clauses 3, 8, 12, 16, 17, 18, 19, 21 and this clause, together with such other functions and duties as Pancon and the Bininj Working Committee may from time to time agree.

15.4 (a) The Bininj Working Committee shall have a membership not exceeding ten (10) persons but shall have power to co-opt persons on sub-committees who are not members of the Bininj Working Committee provided that such co-opted persons cannot constitute a majority on any

such sub-committee.

(b) The membership of the Bininj Working Committee shall comprise the following members -

(i) one (1) Aboriginal member nominated by each of the Kunwinjku Trading Association Inc., the Gagudju Association Inc. and the Djabulukgu Association Inc.

(ii) three (3) Aboriginal members appointed by the Traditional Aboriginal Owners of the Project Area at least one of whom shall be a Traditional Aboriginal Owner.

(iii) two (2) members appointed by NLC

(iv) two (2) members appointed by Pancon

In the event that the abovementioned Associations or the Traditional Owners fail to appoint one or all of the said members then NLC shall make such appointment on their behalf from amongst the Aboriginals Affected.

(c) One Pancon representative shall be the General Manager or the Acting General Manager of the Jabiluka Division of Pancon and his Proxy shall be the Site Manager.

(d) In the absence of any member, such member shall be entitled to nominate a proxy in his stead but the General Manager or acting General Manager of Pancon shall nominate such proxy only in accordance with sub-clause (c) above.

(e) Each member of the Bininj Working Committee may invite one non member to attend committee meetings as an observer or a spokesman on particular matters.

NLC 10

PAGE 44

- (f) The Bininj Working Committee shall meet on a regular basis at least once every two months or more frequently if desired by the majority of members but shall not meet more frequently than fortnightly without the approval of Pancon.
- (g) The Bininj Working Committee shall also hold an annual general meeting. Such meeting shall be open to any Aboriginal Affected. At such meeting any Aboriginal Affected may raise with the Bininj Working Committee matters of concern to him. General meetings shall be held at more frequent intervals if the majority of the Bininj Working Committee deems it appropriate.
- (h) Aboriginal committee members who are not Pancon or NLC employees shall be paid by Pancon a stipend of Eighty Dollars (\$80.00) for attendance at such meetings and reasonable travelling and other expenses will be paid by Pancon. The stipend will be reviewed annually by Pancon.
- (i) It is agreed between the parties hereto that resolutions passed by a majority of the Bininj Working Committee in the exercise of the functions or duties imposed upon it by clause 8 and sub-clause 17.5 shall be adopted by Pancon on the terms and conditions set out in the resolution.
- (j) It is further agreed between the parties hereto that resolutions passed by the majority of the Bininj Working Committee otherwise than in relation to the functions and duties imposed upon the Bininj Working

NLC 10

PAGE 45

Committee by clause 8 and sub-clause 17.5 are not binding upon Pancon or the Joint Venturers.

15.5 The Bininj Working Committee shall make such rules of procedure as it deems necessary. Such rules may be amended by that committee from time to time.

15.6 NLC shall provide a secretariat service to the Bininj Working Committee and shall be responsible for the preparation of minutes of meetings, agenda, and for providing members with appropriate notice of meetings and copies of minutes of all meetings of that committee. Pancon will provide a suitable office for the Bininj Working committee in the Project Area.

15.7 The Bininj Working Committee shall have the right to request access to any information, documents, correspondence or materials of Pancon or the Joint Venturers which is deemed by that committee to be necessary for their deliberations on any of the matters referred to in sub-clause 15.3. On receipt of the written request of the Bininj Working Committee Pancon or the Joint Venturers shall provide within fourteen (14) days such of the requested materials or documents, or copies thereof as Pancon or the Joint Venturers are in its discretion prepared to make available to the Senior Aboriginal representative and a representative of NLC on that committee.

15.8 Unless otherwise specified herein, Pancon shall not consult with nor ask any Aboriginals Affected to decide any matter unless:

- (a) the subject matter of consultation or matter for decision has first been discussed with the Bininj Working Committee; or

NLC 10

PAGE 45

(b) the Bininj Working Committee so agrees.

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PAGE 47
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16. EMPLOYMENT, TRAINING AND BUSINESS OPPORTUNITIES

16.1 This Clause is divided into the following divisions:

- A. Encouragement and Maximisation of Aboriginal Employment
- B. Training
- C. Employment
- D. Employment benefits and conditions
- E. Local Goods and Services

A. ENCOURAGEMENT AND MAXIMISATION OF ABORIGINAL EMPLOYMENT

16.2 Pancon will provide training and employment in as wide a range of classifications of employment as possible to Aboriginals who meet Pancon requirements and qualifications and who have been approved by the Bininj Working Committee.

16.3 In order to encourage and maximise the employment of Aboriginals on the Jabiluka Project, Pancon shall fund an employment team. The employment team shall consist of two Aboriginal members of the Bininj Working Committee, at least one but not more than two Pancon Aboriginal Liaison Officers, and two NLC representatives. The employment team will travel to each community of Aboriginals in the NLC administration area which has a known permanent population of more than one hundred (100) Aboriginals and explain to such Aboriginals the employment conditions and benefits of working on the Jabiluka Project and will record the names of potential trainees, employees and persons wishing to tender for contracts related to the Jabiluka Project. Such recruitment visits will be made at least twice per calendar year for the first 10 years after the Commencement of Construction and thereafter at least once per calendar year. The employment team will prepare a report

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of each recruitment visit which report will be made available to Pancon, NLC and the Bininj Working Committee for their respective considerations. During the visits to Aboriginal communities the employment team will where possible use for the purpose of explanation whatever aids are deemed necessary and without limiting the generality of the foregoing may include film, video, literature, Aboriginal employees, or any material reasonably deemed useful for the purpose of recruitment by the Bininj Working Committee.

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PAGE 49
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16.4 To the end of encouraging Aboriginal employment on the Jabiluka Project;

(a) It is proposed Pancon or its contractors will employ not less than the number of Aboriginal employees set forth below by the end of the years indicated following Commencement of Construction

End of year after Commencement of Construction	Minimum number of Aboriginal employees
1	10
2	20
3	30
4	40
5	50
6	60
7	70
8	80
9	85
10	90
15	120
20	150
25	200
30	250

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In the event of the number of employees engaged on work on the Project Area after the Commencement of Production exceeding 541, the minimum number of employees set forth in the column above shall be increased by the same proportion as the increased number bears to 541.

(b) NLC specifically recognises that the achievement of the

NLC 1.11

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PAGE 50

proposed employment levels referred to above depends upon the availability, suitability and application of local Aboriginals.

- (c) It is agreed that failure to achieve the proposed employment levels set forth above shall not be a breach of this Deed. It is further agreed that in the event of the proposed employment levels set forth above not being achieved Pancon will at the end of each period specified above report to the Bininj Working Committee, NLC and the Minister for Aboriginal Affairs the reasons why such proposed level of Aboriginal employment was not achieved and, if appropriate, its proposals to achieve such employment levels.
- (d) It is agreed between Pancon and NLC that there be established a monitoring committee to review the employment plan, recruitment and training proposals and conditions of Aboriginal employment all as referred to in sub-clause 16.15 including any provisions covering transport of Aboriginal employees. The committee shall meet at least annually and shall comprise two representatives of the Department of Employment and Youth Affairs and one representative of each of the Institute of Aboriginal Studies, the Djabulukgu Association Inc., the Kunwinjku Association^{Inc.} and the Gagudju Association Inc. Pancon will provide to such committee details of its employment plan, recruitment and training proposals and conditions of Aboriginal employment. NLC will provide information to such committee to assist in the performance of its functions. The committee will report to each of Pancon

and NLC upon methods by which in its view the training and employment of Aboriginals on the Jabiluka Project may be improved. In the event of the committee making recommendations to Pancon regarding steps which in its view could be taken by Pancon to improve Aboriginal training and employment, Pancon may either accept or reject such recommendations. In the event of such recommendations being rejected by Pancon, the committee may refer such recommendations

(i) if the recommendations relate to the employment plan or recruitment and training proposals for Aboriginals, to the Minister for Aboriginal Affairs and the Minister for Employment and Youth Affairs for their consideration,

(ii) if the recommendations relate to the conditions of Aboriginal employment, to the Minister for Aboriginal Affairs and the Minister for Industrial Relations for their consideration.

Pancon agrees to accept any direction of such Ministers regarding the matters so referred.

8. TRAINING

16.5 With the aim of enabling Aboriginals to meet Pancon requirements and qualifications Pancon will provide:

(a) education programmes for new Aboriginal employees;

- (b) technical training programmes for selected Aboriginal employees;
- (c) trade areas apprenticeship opportunities for selected Aboriginal employees;
- (d) supervisors courses for selected Aboriginal employees;
- (e) tertiary education opportunities for selected Aboriginal persons who are employees or wish to become employees;
- (f) Adult education courses for Aboriginal employees;
- (g) Work experience programmes for Aboriginal school children.

16.6 General education programmes available for Aboriginal employees will, in general, include the following (subject to existing skills, if any, of the employee):

- (a) Classroom instruction followed by practical work, observation of experienced operators and discussion periods;
- (b) General training in a variety of work categories, both underground and surface, such as truck driving, front end loader operating, use of raise borers and drilling machines, operation of forklifts, ore treatment plant process working, trades assistants, laundry attendants, cleaners, gardeners, greasers, security and storemen;

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- (c) Training in safety aspects of mine operation and employment.
- (d) Laws and regulations applicable in the Region.

16.7 TRADE APPRENTICESHIPS

- (a) Trade Apprenticeships will be available to not less than 5 Aboriginal apprentices annually, provided that the number of Aboriginals who qualify for apprenticeships are available to embark on such apprenticeships.
- (b) Apprenticeships will be available in trade areas listed below, and in such other areas as may be agreed between Pancon and the Bininj Working Committee.

TRADE AREA APPRENTICESHIPS

METAL TRADES

Airconditioning/Refrigeration
 Diesel Mechanic
 Fitting and Machinery
 Motor Mechanic
 Sheet Metal Working/Fabrication
 Welding

ELECTRICAL TRADES

Auto Electrical
 Electrical Fitter)
 Electrical Fitter Mechanic)
 Electronics and Communications Mechanic
 Radio and Television Mechanic
 Instrument Fitter

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NLC 1.11

PAGE 54

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BUILDING TRADES

Carpenter and Joiner
Plumbing and Draining

VEHICLE TRADES

Panel Beating
Spray Painting

OTHER TRADES

Horticulture

16.8 TECHNICAL TRAINING

- (a) Financial assistance will be made available to suitably qualified Aboriginals to participate in courses intended to provide students with the necessary pre-employment skills to enable them to work as technical assistants in the mining and ore treatment plants.
- (b) Such financial assistance will be made available to not less than 5 Aboriginal students annually, provided that the number of Aboriginals who qualify for such technical training are available.
- (c) Financial assistance will include payment of fees (if any), book allowance, reasonable travel expenses and living away from home allowance (if appropriate).
- (d) The following technical courses will be offered:

Analytical Chemistry
Geology
Mine Surveying
Mining

NLC 1.11

PAGE 55

Mineral Processing
Mine Electrician
Radiation Physics
Radiation Chemistry
Minerals Laboratory
Environmental Control

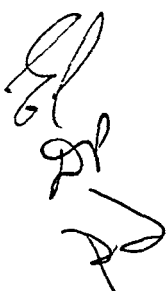
- (e) Additional courses of direct interest to Pancon's operations which will be available are:

Industrial Relations
Budgeting/Cost Control
Safety and Accident Prevention
Environmental Protection
Book Keeping
Typing
Shorthand

16.9 SUPERVISOR'S COURSES

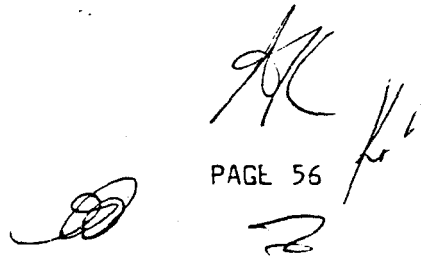
- (a) All Aboriginal employees who exhibit sufficient capacity in employment at lower levels will be offered courses to qualify them for the positions of trainee supervisors, acting supervisors and supervisors.

- (b) Courses to qualify Aboriginal employees will include instruction in job safety, accident prevention, instructor training, efficient reading, business writing, communication skills, effective speaking, introduction to supervision, advanced supervision, cost and budgets, motivation and productivity.



NLC 1.11

PAGE 56



16.10 TERTIARY EDUCATION

- (a) Scholarships will be given to selected Aboriginals to undertake University and Advanced College of Education courses:

Scholarship holders will be provided with three economy return air tickets between Darwin and the tertiary institution per annum together with other necessary connecting transport costs, an appropriate living away from home allowance to cover accommodation, sustenance, transportation and incidental expenses, all necessary tuition and institutional fees and an appropriate book and stationery allowance.

- (b) Depending upon availability of qualified persons not less than two Scholarships will be offered each year to Aboriginal employees or persons wishing to become employees.

- (c) Such Scholarships may be utilised in studies at a University or Advanced College of Education in the following disciplines:

Engineering:

Mining
Electrical
Mechanical
Electronic
Metallurgy
Chemical

Commercial/Marketing
Electronic Data and Computer Sciences
Accountancy
Business Administration
Education
Welfare Work
Community Work
Geology
Environmental Sciences

16.11 ADULT EDUCATION

- (a) Adult Education Programmes will be provided with the aim of developing the managerial talents of those Aborigines in the Region who are in a position of responsibility in their community, or who have entrepreneurial talents which could be advanced by use of professional management techniques.
- (b) Courses will be available to adults with particular emphasis upon the reading and writing of English, the management of money and budgeting.
- (c) Classes with a formalised structure will be offered including classes in matriculation subjects, post trade courses, nurses aid and first aid courses and cooking.
- (d) Workshop classes will be available including classes in motor vehicle repair and maintenance, outboard motor repairs, home economics and dressmaking.
- (e) Consideration will be given to incorporating in such

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PAGE 58
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adult education programmes courses suggested by the Biniinj Working Committee.

16.12 ABORIGINAL SCHOOL CHILDREN WORK EXPERIENCE PROGRAMMES

- (a) Pancon will provide annually work experience programmes for Aboriginal school children interested in the possibility of a career within the mining industry,
- (b) the timing and duration of such work experience will be arranged by Pancon with schools in the Region,
- (c) work experience programmes will expose interested Aboriginal school children to the different facets of engineering, mining and administration and trades associated therewith with the aim of enabling such Aboriginal school children to decide whether they wish to pursue careers in any of the activities encompassed within the Jabiluka Project.

16.13 The obligations imposed by sub-clauses 16.5, 16.6, 16.7, 16.8, 16.9, 16.11 and 16.12 shall not arise until the Commencement of Production. The obligation in sub-clause 16.10 shall arise from the Commencement of Construction. Notwithstanding this provision Pancon will, if it is reasonably practical to do so, endeavour to commence the education programmes contemplated by sub-clauses 16.6, 16.7, 16.8 and 16.9 at an earlier point of time than the Commencement of Production.

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C. EMPLOYMENT

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PAGE 59

16.14 Subject to sub-clause 16.2 Pancon agrees that where possible, such Aboriginals as are employed by Pancon will be engaged in the widest possible range of job classifications within Pancon's operations during construction and operation of the mine and mill.

16.15 Pancon shall, within ninety (90) days of the date of execution of this Deed and thereafter annually prepare and submit to the Minister for Aboriginal Affairs, NLC and the Biniinj Working Committee a detailed employment and contract plan, with respect to both Pancon's own operations and any proposed contracts it intends to enter into with independent contractors concerning the construction, operation and maintenance of the mine and mill, that will show:

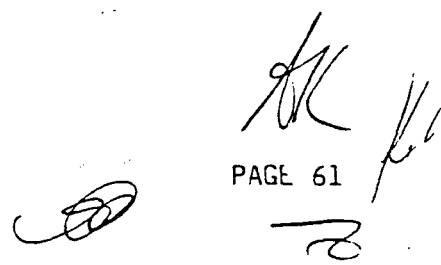
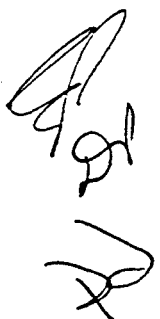
- (a) the positions, by classification and job description, that will be occupied during part or all of the subsequent calendar year, including positions (if known) which may become available to be filled by promotion or the engagement of new employees;
- (b) the recruitment undertakings that will be adopted in fulfillment of the employment plan;
- (c) the training and other support measures that will be undertaken by Pancon in fulfillment of the employment plan;
- (d) the type and number of contracts to be offered for tender or award;
- (e) the approximate number of employees for each contract.

NLC 1.11

PAGE 60

- (f) a general job description and lists of trades likely to be utilised by the contractor;
- (g) the procedure and requirements that will be placed in contracts awarded to maximise employment of Aboriginals;
- (h) Pancon shall stipulate which contracts are to be offered to Aboriginal contractors or local Aboriginal Councils or Associations and shall provide a suitably qualified employee to assist such applicants in the preparation and organisation of their tenders and to assist in the initial establishment and conduct of the business;
- (i) such other matters as Pancon and the Bininj Working Committee consider relevant.

16.16 Pancon will co-ordinate its recruiting and hiring programme with the Aboriginal employment section of the Department of Employment and Youth Affairs and any other agency designated by the Minister of Aboriginal Affairs and will give the same fourteen (14) days notice of any new position or of any position which becomes vacant and which is not filled by promotion of an Aboriginal to allow the said Departments to submit a list of potential employees for consideration by Pancon provided that Pancon shall not be obliged to give notice of casual vacancies occurring through illness, absenteeism and the like.



D. EMPLOYMENT BENEFITS AND CONDITIONS

16.17 Pancon will co-operate with NLC and Biniinj Working Committee in making a joint approach to trade unions to obtain agreement of such trade unions to Pancon giving special consideration and assistance to Aboriginal employees in the following areas:

- (a) Adjustment of working hours and conditions, where reasonably practicable, to suit the cultural requirements of Aboriginals;
- (b) The granting, on request, of special leave to Aboriginal employees to meet important social and cultural obligations;
- (c) Possible provision of assistance with transport to and from work for any Aboriginal employees who choose not to live at Jabiru.

16.18 In the event of the trade unions agreeing to Pancon granting, on request, special leave to Aboriginal employees to meet important social and cultural obligations, Pancon will, before granting such leave, consult with the Biniinj Working Committee regarding such social and cultural obligations, if Pancon deems such consultation necessary. In the case of applications for special leave to attend a funeral of a near relative, Pancon agrees to grant such leave if the Biniinj Working Committee determines that the funeral is of a near relative of such employee.

16.19 Pancon shall train and employ at least one Aboriginal language speaking person to provide general vocational

NLC 1.11

PAGE 62

counselling to Pancon's Aboriginal employees once the number of Aboriginal employees exceeds 20.

E. LOCAL GOODS AND SERVICES

16.20 Pancon shall prepare within 120 days of the execution of this Deed and thereafter at least annually a business opportunity plan which it shall deliver to NLC to facilitate the involvement of Aboriginal Businesses in providing the required goods and services to the Jabiluka Project.

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A. In the preparation of these plans Pancon shall consult ~~the Kunwinjku Trading Association Inc., the Gagudju Association Inc. and Djabulykgu Association Inc.~~ with NLC, ~~the Kunwinjku, Gagudju and Jabiluka Associations~~ and provide such associations with all information reasonably required by them to facilitate efficient tendering by Aboriginal Businesses.

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B. The plans shall set out a general description of the types of goods and services which may be required, anticipated required delivery dates, and proposed conditions of payment (if known).

16.21 Pancon will provide a suitably qualified employee to identify areas in which Aboriginal Businesses might successfully contract for the supply of goods or services, which officer will assist Aboriginal Businesses in the preparation and organisation of their tenders.

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16.22 Pancon covenants that with respect to its purchases of goods and the utilisation of services a preference equivalent to 5% on tendered or quoted prices will be given to an Aboriginal Business.

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16.23 The provisions of sub-clauses 16.21 and 16.22 shall not be of force or effect unless and until NLC is granted an authorisation by the Trades Practices Commission to give effect to the same, and NLC forwards to Pancon a copy of such authorisation permitting the giving of such preference, and shall be of force or effect only during the currency of any such authorisation, or alternatively forwards to Pancon a letter from the Trade Practices Commission that such authorisation is not required.

16.24 On request, Pancon will make a copy of any contract for the supply of local goods and services available for sighting by a duly authorised representative of the Bininj Working Committee.

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PAGE 64
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17. RIGHTS OF TRADITIONAL OWNERS

17.1 NLC and Pancon give special recognition to the Traditional Aboriginal Owners affected by the Jabiluka Project. NLC and Pancon support the incorporation and continuing existence of an Association comprising Traditional Aboriginal Owners of the land within the Project Area and other Aboriginals Affected by the Jabiluka Project, such Association to be known as the Djabulukgu Association Inc. and having as one of its principal purposes the benefit and advancement of its members.

17.2 Subject as herein provided, any Aboriginal entitled by Aboriginal tradition to the use or occupation of any part of the Jabiluka Project Area may, in relation to that part, exercise the rights conferred by Section 71 of the Act subject to the limitations set out in that Section.

17.3 Without affecting the generality of Section 71(2) of the Act, the parties agree that the following acts, matters or things shall constitute an interference with the use or enjoyment of the estate or interest in the Project Area held by the Joint Venturers :

- (a) Landing aircraft on land other than airfields licensed by the Department of Transport; or
- (b) Entry without approval on those parts of the Fenced Area which have been designated as restricted areas for safety reasons pursuant to sub-clause 17.7.
- (c) Subject to subclause 17.4, driving vehicles within the Fenced Area, otherwise than:

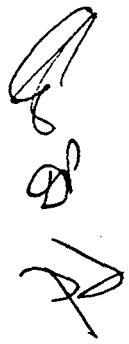
NLC 12

PAGE 65

- (i) in the course of employment in connection with the Jabiluka Project; or
- (ii) for the purpose of traversing the Fenced Area to obtain access to or depart from the escarpment area provided that the traversing of the Fenced Area permitted by this subclause shall only be upon a defined way agreed from time to time between Pancon and the Bininj Working Committee.

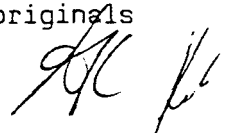
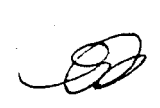
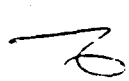
17.4 Pancon at the request of NLC agrees that the rights of traverse conferred upon Aboriginals by subclause 17.3 (c)(ii)

- (a) are restricted to Traditional Aboriginal Owners or persons having the permission of Traditional Aboriginal Owners to go upon the escarpment;
- (b) are not conferred upon Aboriginal persons of less than 18 years of age unless accompanied by an adult Traditional Aboriginal Owner;
- (c) are not conferred upon a person who, in the opinion of the person giving access across the Fenced Area, is affected by alcohol.

 17.5 Bininj Working Committee will from time to time provide to Pancon a list of Traditional Aboriginal Owners and other persons to be permitted access to the escarpment by traversing the Fenced Area, together with a photograph or other satisfactory means by which such persons can be identified.

17.6 Pancon proposes to employ not less than four (4) Aboriginals

NLC 12


PAGE 66



as part of its security system with the aim, inter alia, of ensuring that only persons having a right conferred by sub-clause 17.3 and 17.4 to traverse the Fenced Area to gain access to or depart from the escarpment are allowed to so traverse the Fenced Area. Included in the duties of such Aboriginal employees will be to patrol the Project Area for persons, if any, who enter or remain on the Project Area without a permit or who breach any of the provisions of their permit.

17.7 Areas within the Fenced Area may be declared restricted for safety reasons associated with the operations carried on as part of the Jabiluka Project. Consultation between the Traditional Aboriginal Owners, the Bininj Working Committee and Pancon shall take place regarding the definition of such areas, however such areas shall be declared restricted at the discretion of and on the terms decided by Pancon.

17.8 Access by all persons including Aboriginals upon an area declared restricted pursuant to subclause 17.7 shall be in accordance with the terms of the restrictions so declared.

18. SACRED SITES AND ABORIGINAL PLACES

18.1 Pancon and NLC recognise and respect the special status of Sacred Sites. Where Commonwealth or Northern Territory legislation is deemed by the Traditional Aboriginal Owners and the Bininj Working Committee to be inadequate to ensure protection of Sacred Sites Pancon shall consult with those Traditional Aboriginal Owners and the Bininj Working Committee and Pancon shall take action to protect such Sacred Sites in a manner approved by the Traditional Aboriginal Owners and the Bininj Working Committee.

18.2 NLC will in consultation with the Traditional Aboriginal Owners and the Bininj Working Committee instruct Pancon in methods of protecting Sacred Sites.

18.3(a) It is agreed by NLC on behalf of the Traditional Aboriginal Owners that there are no Sacred Sites within the Fenced Area.

(b) Traditional Aboriginal Owners have instructed NLC that they have no present intention of conferring upon any place the status of a Sacred Site within the Fenced Area during the term of this Deed.

(c) It is agreed between NLC and Pancon that in the event of Traditional Aboriginal Owners wishing to confer upon a place the status of a Sacred Site within the Fenced Area during the term of this Deed, such Sacred Site shall not have such status conferred upon it without the prior approval of the Bininj Working Committee.

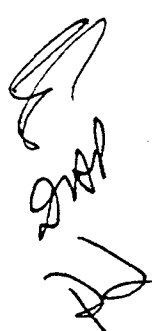
NLC 12

PAGE 68

(d) In the event of the Bininj Working Committee agreeing with the Traditional Aboriginal Owners to the conferring upon a place of the status of a Sacred Site within the Fenced Area during the term of this Deed, the intention to confer such status upon a place shall be referred to Pancon who may agree or disagree to conferring of the status of a Sacred Site upon such place.

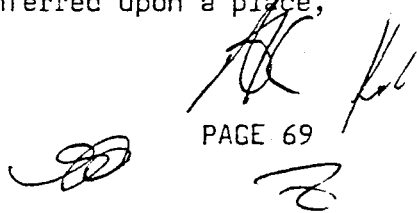
(e) In the event of Pancon not agreeing to the conferring of the status of a Sacred Site, the question of the conferring of such status shall be referred to the Minister for Aboriginal Affairs who shall determine whether the status of a Sacred Site may be conferred upon such a place. The decision of the Minister for Aboriginal Affairs shall, for the purpose of this Deed, be regarded as final and binding upon the parties and the Traditional Aboriginal Owners.

18.4 Sacred Sites may be declared restricted and if so declared by Traditional Aboriginal Owners and accepted by the Bininj Working Committee Pancon will take all practical measures to ensure that persons other than Aboriginals do not enter upon such restricted areas except with the written consent of Traditional Aboriginal Owners and the Bininj Working Committee. Access to Sacred Sites by persons other than Aboriginals shall be so restricted notwithstanding that:



(a) such person is the holder of a permit pursuant to subclause 12.2, or

(b) if the status of Sacred Site is conferred upon a place,



such place is within the Fenced Area.

18.5 The Eininj Working Committee will investigate and deal with any interference with or intrusion upon any Sacred Site.

18.6 Pancon accepts that Aboriginal Places shown on Annexure 3 as such are places the Aboriginal names of which are worthy of preservation and in respect of which the Traditional Aboriginal Owners have expressed the desire that if such Aboriginal Places suffer disturbance such disturbance be minimal. Pancon has no intention of disturbing any Aboriginal Place, except Kungarnbu. Pancon will use its best endeavours to ^{minimise} ~~minimize~~ such disturbance and will only disturb Kungarnbu to the extent necessary for the Jabiluka Project.

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19. CULTURAL APPRECIATION

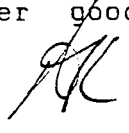


19.1 Pancon recognises the special status of Aboriginals in the Region. In pursuance of such recognition:-

- (a) Pancon commits itself to the development and implementation of induction programmes for its employees, contractors and agents and on-going education programmes for its employees, contractors and sub-contractors who complete such induction programme, whilst such persons are engaged on the Project Area in relation to the Jabiluka Project. Pancon shall employ Anthropologists, Aboriginals and others to assist in the design and conduct of any such programmes. Any such programmes are not to be implemented by Pancon until approved by the Bininj Working Committee and NLC.
- (b) Pancon in association with the Bininj Working Committee will promote among non-Aboriginal residents and visitors to the Region a knowledge, understanding and respect for the traditions, languages and culture of the Aboriginal people.

19.2 The purpose of the induction programmes referred to in sub-clause 19.1(a) will be:

- 
- (a) to familiarise participants with Aboriginal culture;
 - (b) to promote knowledge and understanding of the special relationship that Aboriginals have with land;
 - (c) to promote understanding and to foster good

NLC 12


PAGE 71



relationships between Aboriginals and non-Aboriginals;

- (d) to instill understanding of the principles embodied in this Deed;
- (e) to create an awareness in relation to Aboriginal matters which are of concern in the Region.

19.3 Contained within the induction programme shall be a section relating to employment. That section shall explain the Rules of Employment and Behaviour in relation to Aboriginal matters which have been formulated jointly by the Bininj Working Committee and Pancon.

19.4 (a) The Rules of Employment and Behaviour referred to in subclause 19.3 hereof shall be divided into two sections entitled

SECTION A. General Rules of Employment and Behaviour

SECTION B. Rules of Employment and Behaviour affecting Aboriginals.

(b) Section A shall be drawn by Pancon and shall relate to matters of general behaviour, camp and employment discipline, safety, control of liquor, permits and matters of a general nature affecting relationships between employer and employee and between employees, and denigration of a person by reference to race.

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(c) Section B shall be drawn by the Bininj Working Committee and shall relate to matters affecting Aboriginal Culture, Sacred Sites, entry upon Aboriginal

land, prohibitions upon the provision of liquor to
Aboriginals, and denigration of a person by reference
to race.

(d) Pancon will consult with the Bininj Working Committee
regarding Rules in Section A. The Bininj Working
Committee will consult with Pancon regarding Rules in
Section B. It is agreed that Pancon shall not be
obliged to incorporate in the Rules of Employment and
Behaviour any Rules contained in Section B which in its
view are likely to cause industrial unrest.

(e) Any breach by an employee of the Rules of Employment
and Behaviour shall be dealt with

(a) if it be a breach of Section A, by Pancon

(b) if it be a breach of Section B, by the Bininj
Working Committee

(f) In the event of a breach or alleged breach of Section
B, or any punishment imposed or threatened by the
Bininj Working Committee, giving rise to a threatened
or actual industrial dispute, the matter shall, upon
Pancon so notifying the Bininj Working Committee,
immediately be removed from the jurisdiction of the
Bininj Working Committee and shall thereafter be a
matter for resolution and punishment, if considered
appropriate, by Pancon only.

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(g) The Bininj Working Committee may impose the following
punishment as it deems appropriate

(a) Admonition

(b) Recommend to NLC withdrawal of permit

NLC 12

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PAGE 73
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- (c) Recommendation to Pancon that the employee be denied access to licensed premises controlled by Pancon
- (d) Recommendation to Pancon that the employee be dismissed.

Provided however that the punishment referred to in (c) or (d) hereof shall not be imposed by the Bininj Working Committee except in the most serious cases, or for repetitive breaches.

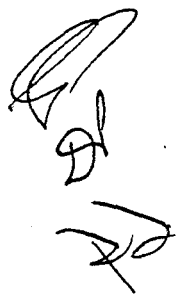
- (h) In the event of any conflict between an Aboriginal and a non Aboriginal, which results in or from a breach of the Rules of Employment and Behaviour, the matter will be dealt with jointly by a member of the Bininj Working Committee and a senior Pancon Officer appointed by the Bininj Working Committee and Pancon respectively.

In the event of those two persons being unable to agree as to the manner in which the matter should be dealt with, the matter shall be referred to the Minister for Aboriginal Affairs or his delegate who shall resolve the matter. In the event of the Minister or his delegate deciding that a punishment should be imposed, he shall have the power to impose any of the four punishments referred to in sub-clause (g) hereof as he deems appropriate.


PAGE 74

20. EXPLORATION

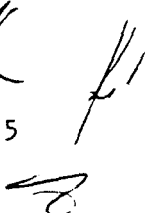

- 20.1 (a) The Joint Venturers agree that if they desire to carry out further exploration within the Project Area (not being further proving of Ore Bodies Nos. 1 and 2), the proposals for such exploration will be submitted to the Bininj Working Committee for consideration.
- (b) In the event of the Bininj Working Committee not giving its consent to such further exploration proposals within three (3) months from date of submission to it, the further exploration proposals are hereby submitted to the committee referred to in sub-clause 3.2(h) for approval, amendment, qualification or rejection as in the opinion of that committee may be appropriate.



NLC 13



PAGE 75



21. CONTROL OF LIQUOR

21.1 Pancon shall take all steps practicable in the circumstances to ensure that, subject as follows, no liquor is brought onto, or sold or consumed within the Project Area.

21.2 Subject to the licensing laws for the time being in force:

- (a) the Ja Ja Country Club (in this subclause called "the Club") may continue operating in the Project Area until construction is complete.
- (b) The following provisions apply to the Club
 - (i) Liquor shall be sold only to persons who are entitled to use the facilities of the Club.
 - (ii) Liquor purchased for consumption in places other than the Club's premises shall be supplied only to a member or upon a member's written order.
 - (iii) Any breach of the abovementioned provisions shall be dealt with in accordance with sub-clause 19.4 (e)
- (c) Pancon or a person nominated by it shall have the right to operate a wet canteen at the Construction Camp.
- (d) In determining the location, hours and conditions of operation of such wet canteen, Pancon shall have regard to:
 - (i) the requirements of the Liquor Commission
 - (ii) the requirements of the Health Department
 - (iii) the days of work of employees on the Jabiluka

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- (iv) the hours of work of employees including shiftworkers and those working overtime
- (v) the recreation and social needs of employees
- (vi) the need to restrict sales of liquor to employees, their families or guests or others directly or indirectly associated with the Jabiluka Project
- (vii) the layout of the construction camp
- (viii) the need to prevent resale of liquor
- (ix) the need to discipline employees or others who breach liquor provisions.

(e) Pancon and the Bininj Working Committee will meet to discuss conditions of operation of the wet canteen and rules of behaviour therein four (4) times during the first year after Commencement of Construction and thereafter annually to review the conditions of operation of the wet canteen or the Club, and examine any problems associated with liquor with a view to varying the conditions of operation of the wet canteen or the Club.

(f) Pancon will take all steps practicable in the circumstances:

- (i) to bring to the attention of all of its employees their families and visitors and its contractors, their families and visitors, the restrictions concerning the sale and consumption of liquor in the Project Area.
- (ii) To ensure that liquor is not brought onto the Jabiluka Project Area other than for and on

behalf of the Club or wet canteen.

- (g) Breaches of the prohibitions in this clause by employees of Pancon or its contractors shall be the subject of Rules of Employment and Behaviour, and shall be dealt with in accordance with sub-clause 19.4 (e).

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NLC 13

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PAGE 78
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22. INSPECTION


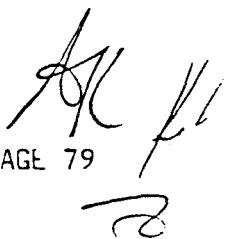
22.1 Throughout the continuance of this Deed Pancon shall allow officers of the Bureau of the Northern Land Council or NLC consultants at all reasonable times to inspect any aspect of Pancon's operations relating to the Jabiluka Project and without limiting the generality of the foregoing, to inspect:

- (a) the construction of any infrastructure
- (b) the operations of the mine
- (c) the operations of the mill
- (d) the operations of monitoring stations and the examination of any monitoring drill cores
- (e) the proposed sites or construction areas for any of the abovementioned.

22.2 Pancon is not obliged to comply with sub-clause 22.1 unless it is dealing with a properly accredited officer of the Bureau of the Northern Land Council, or consultant of NLC who is engaged on NLC business associated with the Jabiluka Project. Any such officer if required to do so by Pancon shall establish his authority.



NLC 13


PAGE 79 

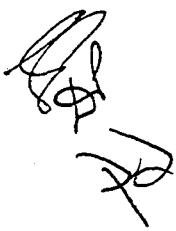
23. SURRENDER AND TERMINATION

23.1 The Joint Venturers may surrender at any time (but shall provide not less than twelve (12) months written notice to NLC) their rights hereunder, and the Joint Venturers shall be relieved of all obligations in respect of this Deed except those obligations accrued prior to the effective date of, or arising out of or related to, the surrender.


23.2 In the event of such surrender by the Joint Venturers the consent to mining granted by NLC in accordance with sub-clause 5.1 shall be deemed to be withdrawn and to be of no effect as from the effective date of the surrender.

23.3 No party to this Deed shall have the right to terminate this Deed for breach. It is agreed that the rights of each party flowing from breach of this Deed are restricted to:



- (a) Actions for damages.
- (b) Suits for specific performance of the Deed or otherwise to compel performance of the terms of the Deed including the bringing of a suit for such enforcement as is provided for by Section 4 of the Environment Protection (Northern Territory Supreme Court) Act 1978.



NLC 14



PAGE 80

24. TERM OF AGREEMENT

24.1 Unless by mutual agreement between the parties or pursuant to Clause 23 hereof, this Deed shall continue until the expiration of the Mineral Lease issued in respect of the Jabiluka Project or any extension or renewal thereof.

24.2 During the six months following the expiration of ten (10) years of the date of this Deed and following the end of each five (5) year period thereafter the parties or their representatives shall meet to discuss the operation of this Deed and if agreed any term or condition of this Deed will be renegotiated other than Clause 5 hereof.

24.3 Nothing in this Clause shall be construed as preventing the parties from meeting as aforesaid more frequently.



NLC 14



PAGE 81

25. CONSEQUENCES OF EXPIRATION AND TERMINATION

25.1 Upon the expiration or termination of this Deed:

- (a) Pancon shall comply with the Environmental Requirements for the Jabiluka Project set forth in the Third Schedule to the Mineral Lease and proceed in accordance with the proposals contained in:
 - (i) the Mineral Lease;
 - (ii) Environmental Impact Statement dated July 1979;
 - (iii) Any written reasonable environmental requirements of NLC.

insofar as they relate to the rehabilitation and protection of the environment.

- (b) Pancon shall forthwith pay to NLC all moneys that may then be payable or accrued due under this Deed, and
- (c) Except as provided in sub-clause (a) and (b) hereof, and excepting any liability which one party may have to the other as a consequence of any prior breach of this Deed, neither party shall have any claim against the other and NLC shall not have any claim against the Joint Venturers or either of them with respect to any matter or thing contained in or arising out of this Deed.

25.2 This Clause shall continue in force notwithstanding the termination of this Deed.

NLC 14

PAGE 82

26. SECURITY

26.1 After Commencement of Production the Joint Venturers if called upon by NLC to do so by notice in writing shall provide securities by way of bank guarantee or performance bond in the form of Annexure 4 hereof:

- Eliz*
pd
- (i) in ~~or agreed pursuant to~~ the amount of Twenty-Five Million Dollars (\$25,000,000) or such other amount as may be agreed by the parties to ensure reasonable performance of the obligations imposed by Clauses 9 and 11 hereof provided that if the Joint Venturers are required to give any security or make any payment by law, pursuant to any mining interest or required by any Government or any governmental authority, the amount of the security for Twenty Five Million Dollars (\$25,000,000.00) shall be reduced by the amount of such security, and
- (ii) in the amount of Ten Million Dollars (\$10,000,000) or such other amount as may be agreed by the parties to ensure reasonable performance of any requirement imposed by NLC in accordance with the provisions of Clauses 10 and 11 hereof.
- JK*
JK


26.2 All sums specified in or agreed pursuant to this Clause shall be indexed and adjusted in accordance with the All States Consumer Price Index. Such indexation shall occur every five (5) years and thereafter the Joint Venturers will enter into a substituted bank guarantee or performance bond for the amount so adjusted.

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27. ASSIGNMENT AND CHARGE

27.1 Subject to sub-clause 27.2 either of the Joint Venturers may assign, or otherwise dispose of the whole or any part of its interests, rights or obligations under this Deed or under any of the mining interests or titles referred to in sub-clause 5.1 provided that Pancon shall not assign its rights as operator of the Jabiluka Project without the consent of NLC which consent shall not be unreasonably withheld.

27.2 In the case of any assignment or transfer under, sub-clause 27.1 the assignee shall undertake to NLC to assume, observe and comply with all the obligations of the Joint Venturers and Pancon as operator in relation to the matter assigned or to the extent of the interest assigned as the case may be and in the case of an assignment of a Joint Venturer's obligations hereunder to a wholly owned subsidiary of that Joint Venturer such subsidiary shall undertake to NLC to assume, observe and comply with all the remaining obligations of that Joint Venturer under this Deed. After the giving of such undertaking, that Joint Venturer shall be relieved of its obligations under this Deed in relation to the matter assigned or to the extent of the interest assigned as the case may be without prejudice to pre-existing rights accrued to NLC against the assignor.

 27.3 Either of the Joint Venturers may:

- (a) charge the proceeds of sale of production from the Jabiluka Project;
- (b) charge by way of fixed or floating charge the whole or

NLC 15

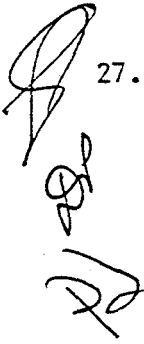
 
PAGE 84

any part of its undertaking and assets including its uncalled capital to secure the repayment of, and payment of interest and other fees, costs and expenses related to, all loans made to that Joint Venturer to finance the Jabiluka Project; and


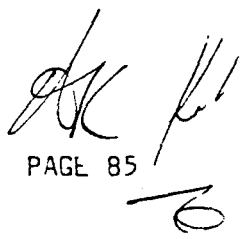
(c) mortgage or charge any specific asset whether real or personal property;

and any mortgagee or chargee under a mortgage or charge given by the Joint Venturer may exercise all rights included in any instrument of mortgage or charge given by it.

27.4 NLC acknowledges that subject as aforesaid each Joint Venturer has the right to mortgage or charge its assets and undertaking including its uncalled capital pursuant to sub-clause 27.3 hereof and further acknowledges that in the event of a Joint Venturer or Pancon as operator committing a breach of this Deed which would constitute default, it will not exercise any of its rights consequent upon default until notice has been given to the mortgagee or chargee specifying the nature of the breach and the mortgagee or chargee has been given a reasonable time to remedy the breach having regard to the nature thereof.

 27.5 Pancon shall provide the mortgagee or the chargee with a copy of this Deed and shall covenant in such mortgage or charge that the mortgagee or chargee has notice of the rights of NLC under this Deed.

NLC 15

 
PAGE 85

28. OPERATION OF DEED

28.1 This Deed shall operate and be of full force and effect in respect of such land within the Project Area as is or may become Aboriginal Land.

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NLC 15

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29. INDEMNITY

29.1 Pancon shall indemnify and keep indemnified during the period of this Deed and for Three (3) years thereafter NLC and its servants, agents, and contractors in respect of all actions, suits, claims, demands, or costs of third parties arising out of or in connection with any work carried out by or on behalf of Pancon pursuant to this Deed or relating to its operations or arising out of or in connection with the construction, maintenance, operation or use by Pancon or its servants, agents, contractors, appointees, or assignees of the work constructed, maintained and operated or services provided by it under this Deed or the plant, apparatus or equipment installed in connection therewith.

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NLC 16

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30 GOVERNING LAW

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

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NLC 16

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31. FORCE MAJEURE

31.1 If any party is rendered unable wholly or in part by force majeure to carry out its obligations under this Deed, that party shall give to the other party prompt written notice of the force majeure with reasonably full particulars concerning it whereupon the obligations of the party giving notice so far as they are affected by the force majeure shall be suspended during but no longer than the continuance of the force majeure. The affected party shall use all reasonable diligence to remove the force majeure as quickly as possible provided that such party shall not be obliged to settle any strike or dispute on terms contrary to its wishes.

31.2 The term "force majeure" in this Deed shall mean war, insurrection, civil disturbances, blockades, riots, embargoes, strikes and other labour conflicts, Government action or inaction, inability to pay money because of Exchange control in Australia or the United States of America and any other country in which the Joint Venturers have arranged finance in respect of the Jabiluka Project, epidemics, earthquakes, storms, floods or other adverse weather conditions, explosions, fires, lightning, breakdown of machinery facilities or shortages of labour, transportation, fuel, power or essential plant, equipment or materials including any other cause which is not reasonably within the control of the party claiming suspension.

31.3 Failure by either party to comply with any of the terms, conditions and provisions of this Deed by reason of force majeure shall not be grounds for termination of this Deed or give to the other party hereto any claim for damages.

32. NOTICES

32.1 Any notice, request or other communication to be given or served pursuant to this Deed shall be in writing addressed as the case may be, as follows:

The Joint Venturers

The Secretary,
Pancontinental Mining Limited,
AMP Centre,
50 Bridge Street,
SYDNEY, NSW. 2000

NLC

The Chairman,
Northern Land Council,
PO Box 3046,
DARWIN, N.T. 5794

or to such other address as may be nominated from time to time.

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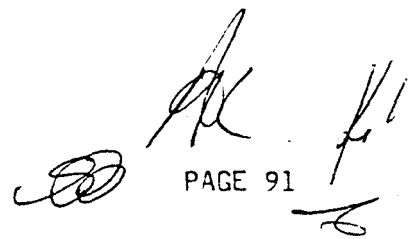
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33. CONFIDENTIALITY

33.1 The terms of this Deed (but not the existence of the agreement therein or the fact that NLC has given the consents referred to in Clause 4 and 5 hereof) shall be treated as confidential. The Deed or any of its contents shall not be divulged by a party without the prior written consent of the other party except to the extent required by or necessary for:

- (a) Commonwealth legislation including the Act;
- (b) legislation of any Territory or State;
- (c) legislation of the United States of America or any State thereof;
- (d) rules of any stock exchange;
- (e) departments of government of the Commonwealth, a Territory or State;
- (f) the construction or operation of the Jabiluka Project;
- (g) the raising of moneys for the Jabiluka Project;
- (h) the marketing of product from the Jabiluka Project;
- (i) the negotiation of industrial relations regarding the construction and operation of the Jabiluka Project;
- (j) otherwise for purposes reasonably related to the Jabiluka Project;
- (k) the terms of this Deed.





PAGE 91

34. ENTIRE AGREEMENT

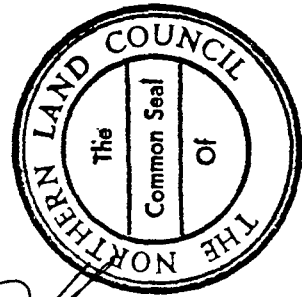
34.1 The covenants provisions terms and conditions of this Deed cover and comprise the whole of the agreement and understanding between the Joint Venturers and NLC relating to the mining of the Jabiluka Project, and the Joint Venturers and NLC expressly agree and declare that no further or other covenants provisions terms conditions or agreements in respect of the mining of the Jabiluka Project shall be deemed to be implied herein or to arise between the Joint Venturers and NLC by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by either party to the other or any other person on or prior to the execution of this Deed and the existence of any such implication or collateral or other agreement is hereby expressly negated. Nothing in this Clause shall prevent the implication of any term which may be implied from the terms of this Deed.

34.2 Each of the parties agree that they will from time to time and at all times at the request of the other execute and deliver such deeds, assignments, notices, consents, instruments, writings, documents or other evidences and execute, give and do all such assurances and things as shall be necessary or desirable to perform its obligations under this Deed or otherwise implement the provisions of this Deed.


PAGE 92


IN WITNESS WHEREOF the parties hereto have affixed their seals on the day and year first hereinbefore mentioned.

THE COMMON SEAL of NORTHERN LAND)
COUNCIL was hereunto duly affixed)
by the authority of a resolution)
of the Council in the presence of:)



G. Blitner
.....
G. BLITNER
Chairman

G. Yunupingu
.....
G. YUNUPINGGI
Executive Member

S. Margal Ngorra
.....
S. MARGAL NGORRA
Executive Member

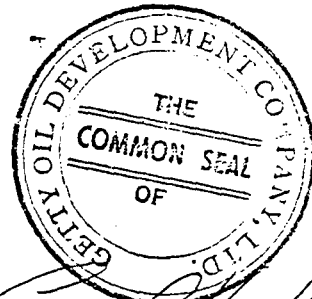
THE COMMON SEAL of PANCONTINENTAL)
MINING LIMITED was hereunto duly)
affixed by the authority of a)
resolution of the Board of)
Directors in the presence of:)

A. J. G. Glet (Chairman)
.....
A. J. G. GLET

Kennith N. Gilbert
.....
KENNITH N. GILBERT
Authorised Signatory

.....
Director

~~Secretary~~
COMMON
THE/SEAL of GETTY OIL DEVELOPMENT)
COMPANY LIMITED was hereunto)
duly affixed by authority of a)
resolution of the Board of)
Directors in the presence of:)



C. H. Smith
.....
VICE PRESIDENT MVD.
Director
C. H. SMITH

T. T. Seeto
.....
ASSISTANT Secretary
T. T. SEETO

NLE 17

PAGE 93

THE NORTHERN TERRITORY OF AUSTRALIA


Mining Act

MINERAL LEASE

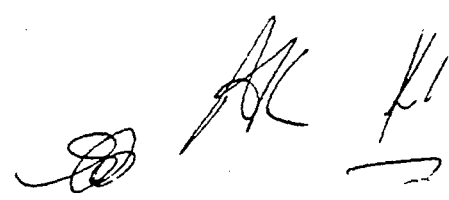
Lease No. ML NI

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


MRD/JB:82
1.6 A1





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 -

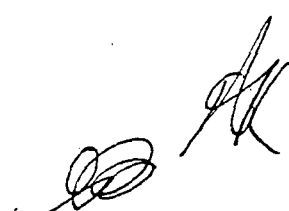
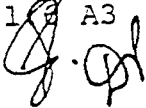
- (i) mining;
- (ii) transporting;
- (iii) treatment, processing or refining;

MRD/JB:82
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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;

MRD/JB:82

1 A3



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 -

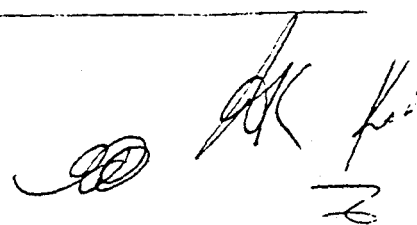
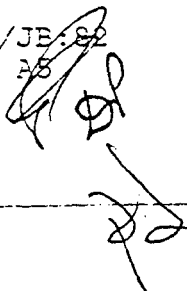
(a) to pay, during the period of this lease and any renewal of this lease, the rent and royalties reserved by this lease clear of all deductions at the respective rates and times and in the manner from time to time provided in this lease and, except in so far as is otherwise provided, by the laws of 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;

MRD/JB:82
1.6/4

- (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

MRD/JB:82
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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;

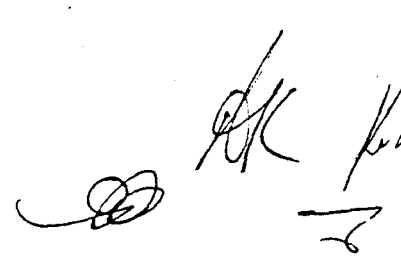
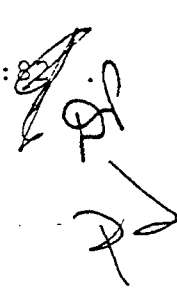
(g) unless prohibited by law, to permit and protect the access at any reasonable time to any part of the leased land for the performance of their duties by officers, employees and agents of the Territory and of the Commonwealth, providing that such officers, employees and agents are accompanied by such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

MRD/JB:82
1.6 A6



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

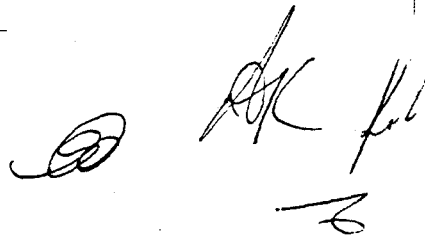
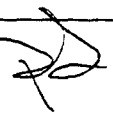
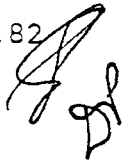
(b) that the lessees may surrender this lease or any part of the lease area in accordance with and subject to the provisions of the Mining Act.

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 -

MRD/JB:82
1.6 A8



- (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,

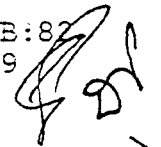
as the case may be.


(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.

MRD/JB:82
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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.

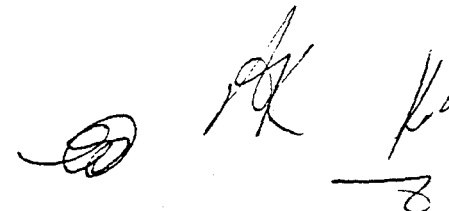
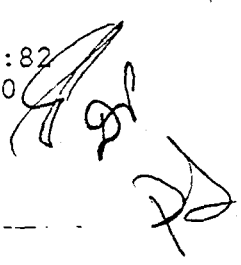
"mine" means a place within the land comprised in this lease where any mining operation has been, is being or will be carried on by which a mineral may be obtained and a place where the products of that mining operation have been, are being or will be treated or dealt with, and includes -

(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

MRD/JB:82
1.6 A10



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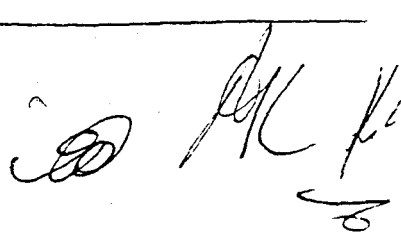
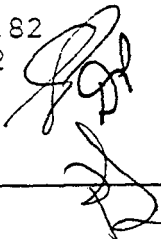
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(b) (i) A reference in this lease to a law of the Territory, an Act or a regulation made under an Act shall be read as including a reference to any law in force in the Territory, Act or regulation amending or in substitution for that law in force in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

MRD/JB:82
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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:

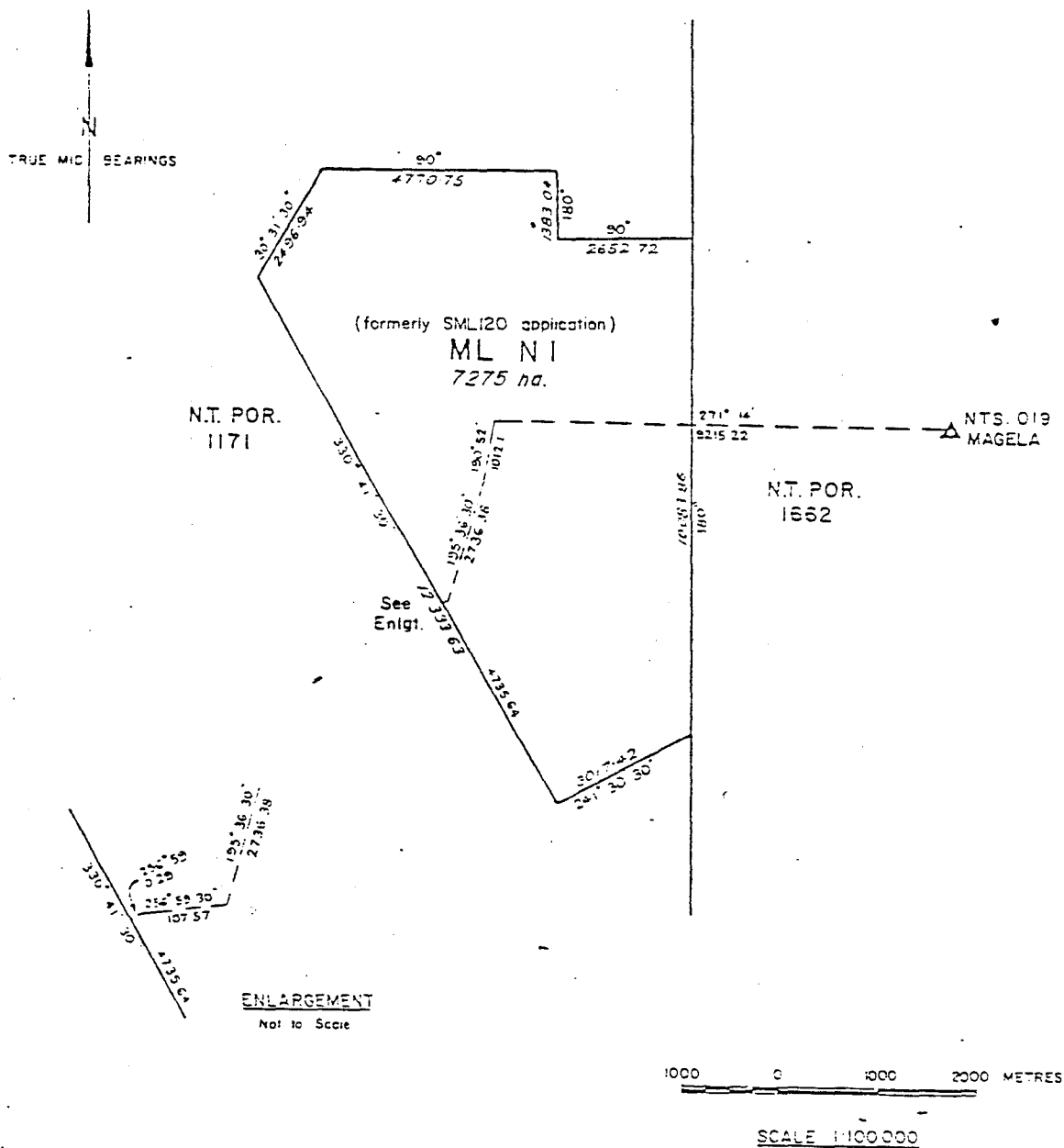
Commencing at the intersection of latitude 12 degrees 36 minutes 00 seconds with longitude 132 degrees 55 minutes 00 seconds thence proceeding to the intersection of latitude 12 degrees 30 minutes 10 seconds with longitude 132 degrees 51 minutes 40 seconds thence proceeding to the intersection of latitude 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.

MRD/JB:82
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SECOND SCHEDULE



This is the plan referred to in Mineral Lease _____ dated _____ 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;

MRD/JB:82
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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

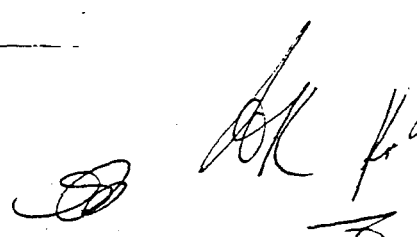
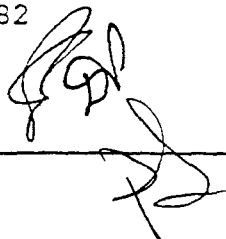
1. Taken as a whole, and in their component parts, the plant and the mine shall be designed and the mining, milling and related operations within the Jabiluka Project Area shall be carried on, in accordance with the best practicable technology.

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,

MRD/JB:82
1.6 A17



(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,

MRD/JB:82
1.6 A18

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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.

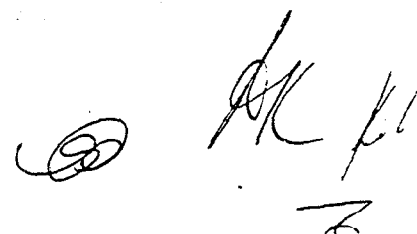
MRD/JB:82
1.6 A19



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.

MRD/JB:82
1.6 A20

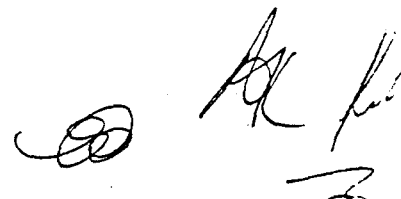


7. (a) The lessees shall ensure that all persons on the Jabiluka Project Area observe the provisions of these Environmental Requirements, other prescribed instruments and the applicable law. If any infringement is discovered the lessees shall take such action as is required under the applicable law and 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

MRD/JB:82
1.6 A21



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.

MRD/JB:82
1.6 A22

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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

MRD/JB:82
1.6 A23

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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;

MRD/JB:82
1.6 A24

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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:

MRD/JB:82
1.6 A25

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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

MRD/JB:82
1.6 A26

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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.

MRD/JB:82
1.6 A27

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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

MRD/JB:82
1.6 A28

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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:

MRD/JB:82
1.6 A29



(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

MRD/JB:82
1.6 A30

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.

MRD/JB:82
1.6 A31

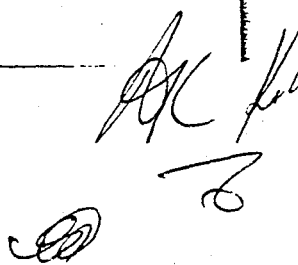
(c) No emissions from an installation shall be released to the atmosphere by the lessees until a discharge authorisation based on standards determined by the Supervising Authority has been issued. Emissions to the atmosphere shall be managed as proposed by the lessees and approved by the Supervising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

MRD/JB:82
1.6 A32



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.

MRD/JB:82
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.

MRD/JB:82
1.6 A34

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- (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 contours 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.

MRD/JB:82
1.6 A35

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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.

MRD/JB:82
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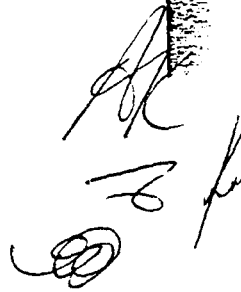
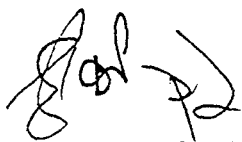
Contingency Plans

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.

MRD/JB:82
1.6 A37



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

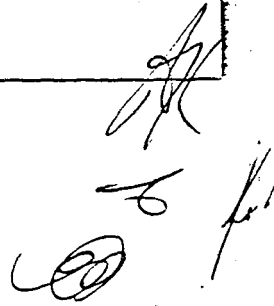
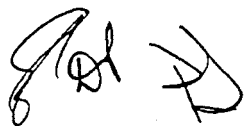
MRD/JB:82
1.6 A38

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.

MRD/JB:82
1.6 A39



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.

MRD/JB:82

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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.

MRD/JB:82
1.6 A41

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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

MRD/JB:82
1.6 A42

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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;

MRD/JB:82
1.6 A43

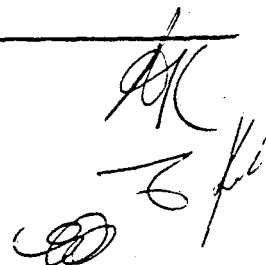

- (ii) expenditure incurred for treatment of those substances before delivery to the buyer, not being treatment necessary to make those substances marketable products;
- (iii) expenditure incurred for transport of those substances from the place where they were obtained to the place of delivery to the 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

MRD/JB:82
1.6 A44



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

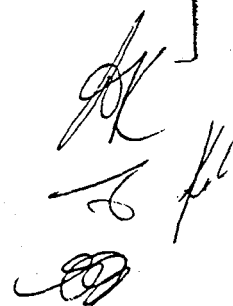
(c) the amount of minerals economically obtainable from those substances.

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

MRD/JB:82
1.6 A45



(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;

MRD/JB:82
1.6 A46

(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.

MRD/JB:82
1.6 A48

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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.

MRD/JB:82
1.6 A49

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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)

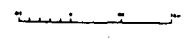
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1.6 A50

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- LEGEND**
- AUSTRALIAN HERITAGE COMMISSION BOUNDARY
 - PROJECT AREA BOUNDARY
 - FENCES
 - FENCES ON BOUNDARY LINES
 - VENTILATION FANS (STAGE II)
 - ◆ VENTILATION FANS (STAGE I)
 - PARCOB PERMIT CHECK ENTRY POINT
 - WATER
 - PRODUCTION BONES



THIS IS ANNEXURE 4 TO THE DEED DATED 21st July 1982 BETWEEN NORTHERN LAND COUNCIL, PANCONTINENTAL MINING LIMITED AND GETTY OIL DEVELOPMENT COMPANY LIMITED.

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 ^{25 July} 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, Duct, 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 Sea, 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

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" "

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

E. D. A.

AK
CD
PL

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

Handwritten initials: G/S, P/D

Handwritten initials: K/L, C/D, P/D

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

Handwritten initials: ASR

Handwritten initials: AK

Blue folder handed to E.C. Pratt, Q.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 Seepage 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.H. Barnes to N.C. Bowra, March 30, 1981

Telephone Conversation with Dr. Alan Spry

JABILUKA LONG TERM CARE AND MAINTENANCE AGREEMENT

BETWEEN:

ENERGY RESOURCES OF AUSTRALIA LTD (ABN 57 140 080 865) of Locked 19/04/05
Bag 1, Jabiru in the Northern Territory Of Australia (ERA) 2783 09485501 copy duty \$5.00
pursuant to instrument stamped-
AND 2783 09485501 DD duty \$20.00

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;

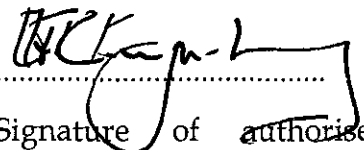

- (ii) any statute, ordinance, code or other law includes regulations and any other statutory instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
 - (iii) the singular includes the plural and vice versa;
 - (iv) a gender includes all other genders;
 - (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.

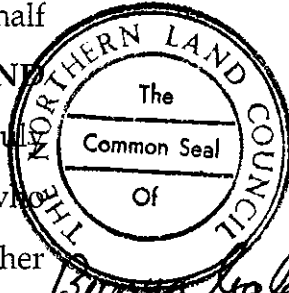
EXECUTED by the parties as a deed on day of 25th FEBRUARY 2004 5

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:

	<u>HILARY KENTON-OLIVER</u>	<u>CHIEF EXECUTIVE</u>
Signature of authorised person	Name of authorised person	Position of authorised person
	<u>DAVID PATERSON</u>	
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



Berny Galaminda McEachie

Agreement:

[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

Yvonne Margarula..... *9.12.04*

Signature of senior
Owner

Name of senior Traditional Owner

AP Ralph
Signature of witness

ANDREW RALPH
Name of witness

NIDA.....

Nida Mangarrbar. 9.12.04

Signature of senior Traditional Owner

Name of senior Traditional Owner

AP Ralph

ANDREW RALPH

Signature of witness

Name of witness

RAYMOND.....

Raymond Gamarrawu 9.12.04

Signature of senior Traditional Owner

Name of senior Traditional Owner

AP Ralph

ANDREW RALPH

Signature of witness

Name of witness

Irene.....

Irene Nayinggul (Gamarrawu)

Signature of senior Traditional Owner

Name of senior Traditional Owner

AP Ralph

ANDREW RALPH

Signature of witness

Name of witness

ENID Enid Ganarradj 9.12.04
Signature of senior Traditional Owner Name of senior Traditional Owner
AP 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
AP 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.

ASX Announcement

ERA commences legal proceedings

6 August 2024

Energy Resources of Australia Ltd (**ERA**) refers to its previous announcement on 26 July 2024 regarding the Northern Territory government's decision not to renew the Jabiluka Mineral Lease based on advice from the Commonwealth government (**Renewal Decision**).

On 6 August 2024, ERA commenced proceedings in the Federal Court of Australia (**Court**) against the Minister for Resources and Minister for Northern Australia (Commonwealth), the Commonwealth of Australia, the Minister for Mining and Minister for Agribusiness and Fisheries (Northern Territory), the Northern Territory and Jabiluka Aboriginal Land Trust, seeking judicial review of the Renewal Decision, including of the Commonwealth government's advice to the Northern Territory government to refuse the renewal of the Jabiluka Mineral Lease. ERA believes it had a right to have its renewal application lawfully determined and considers it was denied procedural fairness and natural justice in the decision-making process. ERA also considers that the decisions were subject to a number of other defects including because they were unreasonable.

ERA is also seeking an interlocutory injunction to stay the Renewal Decision and its enforcement or execution. ERA has requested that the Court hears its interlocutory application on an urgent basis, given the imminent expiry of the Jabiluka Mineral Lease on 11 August 2024.

ERA considers that its applications are warranted after taking into account the circumstances in which the Renewal Decision was made, which include the Commonwealth Minister providing her advice within two days of the renewal application being referred to her, and without providing ERA an opportunity to comment on information received and relied upon or other matters which she took into account.

The Independent Board Committee (**IBC**), consisting of independent directors Mr Rick Dennis, the Hon. Mr Ken Wyatt and Mr Stuart Glenn, will act for ERA in relation to this and any other potential challenges to the Renewal Decision, including legal proceedings, in accordance with ERA's Conflicts of Interest and Related Party Transactions Policy.

ERA will keep shareholders informed of material updates in accordance with its continuous disclosure obligations.

This announcement is authorised by the Independent Board 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
Automic Markets
Mobile: +61 428 550 499
Email: craig.sainsbury@automicgroup.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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— Exclusive

Jabiluka mining boss sidelined while Albanese met Peter Garrett

Peter Ker *Resources reporter*



Aug 19, 2024 - 5.00am



Listen to this article
5 min

The chief executive of the company which holds the Jabiluka mining lease says he struggled to get 10 minutes to discuss the project's future with Resources Minister Madeleine King, despite Prime Minister Anthony Albanese making time to meet anti-uranium campaigner Peter Garrett, his former Labor colleague.

Brad Welsh, the CEO of Energy Resources of Australia, outlined the frustrations in documents lodged in a Federal Court stoush over mining at Jabiluka, the Northern Territory deposit that has been a lightning rod for debate over nuclear power and Indigenous land rights for the past three decades.



ERA chief executive Brad Welsh and former Labor MP Peter Garrett. **Dion Georgopoulos/Wolter Peeters**

Mr Albanese rekindled those tensions on July 27 when he announced Jabiluka’s rich reserves of uranium would “never be mined” [<https://www.afr.com/politics/federal/albanese-kills-uranium-mining-at-jabiluka-20240726-p5jwww>] and would be incorporated into nearby Kakadu National Park in recognition of Mirarr native titleholders’ opposition to mining.

The NT simultaneously refused to grant ERA a 10-year extension of the Jabiluka lease, which had been held by the company since 1991. ERA has asked the Federal Court to decide whether the cancellation of the lease was legal.

According to Mr Welsh’s affidavit, he was told by Ms King’s policy adviser Georgia Tree on February 6 that the resources minister “did not want to meet with ERA because she was concerned about bias and wanting to remain at arm’s length”.

RELATED QUOTES

ERA ERA

1 year 1 day

Updated: Aug 19, 2024 - 11.04am. Data is 20 mins delayed.

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RIO Rio Tinto

RRL Regis Resources

Mr Welsh says he was also told that Mr Garrett – a former Labor MP, environment minister and the frontman of high-profile Australian rock act Midnight Oil – had met Mr Albanese “in respect of the [Jabiluka lease] renewal”.

Mr Welsh, a former staffer to Labor prime minister Kevin Rudd, says he met Mr Albanese’s then-adviser, Moksha Watts, on the same day and was told “Peter Garrett had met with the prime minister about Jabiluka”.

The Australian Financial Review has separately confirmed that Mr Garrett was with representatives of the Mirarr when they met Mr Albanese about the lease.

Nationwide controversy

Mr Garrett has long friendships with senior Mirarr members such as Yvonne Margarula, having taken part in a blockade that sought to prevent Jabiluka being mined in 1998. During his time in parliament, Mr Garrett drove the repeal of a uranium mining lease at Koongarra, south of Jabiluka, which was incorporated into Kakadu in 2013.



Yvonne Margarula, pictured in 2005, is a senior traditional owner within the Mirarr community upon whose lands the Ranger mine was built.

Mirarr country hosted ERA's Ranger uranium mine between 1980 and 2021 and the group has long claimed that mining was forced on them against their will. Nationwide controversy over the development of Ranger and Jabiluka triggered the creation of Kakadu National Park in 1979 and the granting of more Aboriginal land rights.

In his affidavit, Mr Welsh said he was eventually invited to a 30-minute meeting with Ms King in Canberra on June 28, but she "did not attend for the first 20 minutes". Mr

Welsh said Ms King did not make any “substantive” comments during the 10 minutes of the meeting she attended, and nor was he asked any questions.

Mr Welsh said he left the meeting believing that ERA would be provided an opportunity to make formal submissions once the lease decision was formally referred to Ms King by the NT. It was a “shock”, he said, when the lease was cancelled on July 26 without the company being given a copy of Ms King’s advice to the NT government.

‘Responsible and right’ decision

Mr Garrett declined to comment on Sunday. But in a letter published in the *Financial Review* on August 7, he said the Jabiluka lease contained highly significant Indigenous cultural sites that should be protected better than Juukan Gorge’s prized cultural heritage, which was disturbed by a Rio Tinto mine in 2020.

“Australia rightly reacted with shame and horror when government failed to prevent Juukan Gorge being blown up,” Mr Garrett wrote. “The [Jabiluka lease] decision by the Commonwealth and NT governments was entirely responsible and right.”

A spokesman for Ms King declined to comment, citing the legal action.

The fight over the Jabiluka lease comes despite ERA having no plans to mine there in the short term; the company has vowed not to mine at Jabiluka without agreement from the Mirarr. Mr Walsh said last year that Mirarr opposition had “hardened” recently.

ERA’s biggest shareholder, Rio Tinto, is opposed to development of Jabiluka, [<https://www.afr.com/companies/mining/rio-boss-dismisses-jabiluka-uranium-extortion-20240731-p5jy0x>]but Mr Welsh must also serve minority shareholders such as wealthy fund manager Willy Packer and former hedge fund operator Richard Magides, who want

the company to proceed.

In his affidavit, Mr Welsh warned that ERA's right to rehabilitate at Jabiluka would expire with the lease, potentially creating unintended consequences. ERA is spending billions of dollars rehabilitating the nearby Ranger mine site.

Susan McDonald, the Coalition's resources spokeswoman, said Labor had bungled the handling of the lease, and accused the government of presiding over a "flawed" process.

"It was not designed to achieve an outcome for our economy, for local jobs or for the local Indigenous population," Senator McDonald said, although she declined to say whether the lease would be reissued if the Coalition won the next election.



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Peter Ker covers resource companies for The Australian Financial Review, based in Melbourne. *Connect with Peter on Twitter. Email Peter at pker@afr.com*

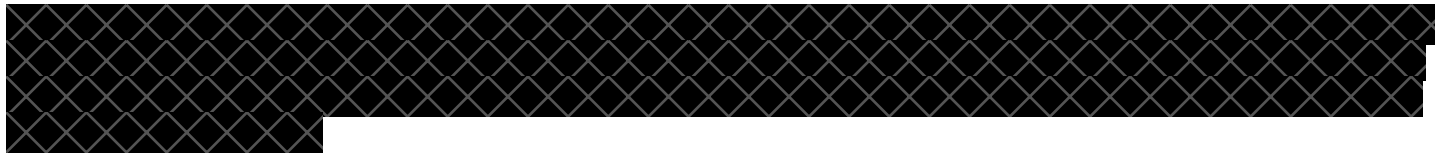
susan_osullivan@outlook.com

From: Susan O'Sullivan
Sent: Tuesday, 20 August 2024 7:39 AM
To: GomezD@nlc.org.au; Trilby Donald
Subject: Affidavit requested
Attachments: Jabiluka uranium mine Energy Resources of Australia CEO Brad Welsh sidelined while Anthony Albanese met Peter Garrett over future of mining lease.pdf

Dear Dom and Trilby,

It appears the AFR has a copy of the affidavit.

I had hoped that I would be able to discuss the case with Yvonne and the Mirarr noting that the NLC retained me to work on the submission provided to Minister Monaghan and to obtain instructions directly from the traditional Aboriginal owners. At present, I am only able to inform the Traditional Owners based on what we are reading in the media and know from the public record.



I am out of range for most of today on site at McArthur River mine. I understand Dom is on his way driving out here today.

Susan O'Sullivan

PLEASE SAVE MY UPDATED EMAIL – susan_osullivan@outlook.com

I will continue to receive emails to susanosullivan@bigpond.com but note that my primary email is now as above.

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Maleny QLD 4552

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From: Susan O'Sullivan <susan_osullivan@outlook.com>
Sent: Tuesday, 20 August 2024 7:09 AM
To: Dominic Gomez <GomezD@nlc.org.au>; Trilby Donald <DonalT@nlc.org.au>
Subject: Affidavit requested

Dear Dom and Trilby,

It appears the AFR has a copy of the affidavit.

I had hoped that I would be able to discuss the case with Yvonne and the Mirarr noting that the NLC retained me to work on the submission provided to Minister Monaghan and to obtain instructions directly from the traditional Aboriginal owners. At present, I am only able to inform the Traditional Owners based on what we are reading in the media and know from the public record.

[REDACTED]

I am out of range for most of today on site at McArthur River mine. I understand Dom is on his way driving out here today.

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susan_osullivan@outlook.com

From: Susan O'Sullivan <susan_osullivan@outlook.com>
Sent: Wednesday, 4 September 2024 9:53 PM
To: Dominic Gomez; Trilby Donald
Subject: Agreed Facts and Submissions filed Monday

Hi Dom and Trilby,

I have arrived in Jabiru tonight and will see Yvonne and the Mirarr tomorrow.

Counsel has requested a copy of the documents filed Monday, I understand there is a statement of Agreed Facts and submissions.

Please forward the documents as soon as possible as we will obtain an affidavit from Yvonne tomorrow.

Sent from my iPhone

susan_osullivan@outlook.com

From: Susan O'Sullivan
Sent: Wednesday, 4 September 2024 11:48 PM
To: Trilby Donald
Cc: Dominic Gomez; Jessie.Schaecken@nlc.org.au
Subject: Re Statement of Agreed Facts Jabiluka

Importance: High

Dear Trilby and Dom,

Please confirm that the NLC signed off on a Statement of Agreed Facts together with annexures and that the document has now been filed with the court.

I am attending on Yvonne Margarula and other Mirarr tomorrow and will notify them of this. Please confirm the date on which the NLC first received the draft Statement of Agreed Facts for consideration.

Also, has the NLC informed all parties that the Traditional Owners intend to apply to be joined as a respondent to the proceedings?

Please respond to this email as a matter of urgency

Susan O'Sullivan

PLEASE SAVE MY UPDATED EMAIL – susan_osullivan@outlook.com

I will continue to receive emails to susanosullivan@bigpond.com but note that my primary email is now as above.

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[Redacted content]

From: Susan O'Sullivan <susan_osullivan@outlook.com>
Sent: Monday, 2 September 2024 1:30 PM
To: Dominic Gomez <GomezD@nlc.org.au>
Cc: Trilby Donald <DonalT@nlc.org.au>; Sonali Seneviratne <SenevS@nlc.org.au>; Shelley Landmark <LandmS@nlc.org.au>
Subject: Request for copy of 1982 intergovernmental agreement on uranium mining [NLC-NLC.FID35062]

Hi Dom,

Counsel for the Traditional Owners has asked if we have a copy of the earlier intergovernmental agreement that was in place at the time of the Sackville J decision. It was dated 1982. I cannot find a copy.

It is referred to in the judgment as follows:

The 1982 agreement between the Commonwealth and the Territory in relation to mining uranium

This agreement, entered into on 8 February 1982, and partially amended on 12 May 1982, materially provided as follows:

- *Whenever the Mining Act applies in relation to prescribed substances, the Territory minister shall exercise or perform the duties, powers, functions and authorities imposed or conferred on the minister by or under the Mining Act: cl 2.*
- *In all matters under the Mining Act relating to prescribed substances situated in the Territory, the Territory minister:*
 - (a) shall exercise or perform his duties, powers, functions and authorities in*

accordance with, and give effect to, the advice of the Commonwealth minister, and

(b) shall not exercise or perform his duties, powers, functions and authorities otherwise than in accordance with that advice: cl 3.

- The Territory minister shall ensure that, in any mineral lease for the mining of a prescribed substance granted under the Mining Act, there is specified, in terms approved by the Commonwealth minister, all relevant matters relating to the determination, variation, assessment, and the royalty to be paid: cl 4(b).

The Traditional Owners would be very grateful if you could examine the NLC files to see if you have a copy of this document.

Kind regards,

Susan O'Sullivan

PO Box 659 Maleny Qld 4552
Jinibara Country
0428523917

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-----Original Message-----

From: Susan O'Sullivan <susan_osullivan@outlook.com>

Sent: Wednesday, 4 September 2024 9:53 PM

To: Dominic Gomez <GomezD@nlc.org.au>; Trilby Donald <DonalT@nlc.org.au>

Subject: Agreed Facts and Submissions filed Monday

[Redacted]
Hi Dom and Trilby,

I have arrived in Jabiru tonight and will see Yvonne and the Mirarr tomorrow.

Counsel has requested a copy of the documents filed Monday, I understand there is a statement of Agreed Facts and submissions.

Please forward the documents as soon as possible as we will obtain an affidavit from Yvonne tomorrow.

Sent from my iPhone

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Our Land, Our Sea, Our Life

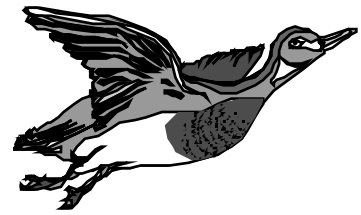
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Mr Rick Dennis
Chairman
Energy Resources of Australia Ltd
GPO Box 2394
DARWIN NT 0801

via email <rick.dennis01@gmail.com>

Dear Mr Dennis,

REHABILITATION AT RANGER

On behalf of the Mirarr Traditional Owners to confirm in writing that their position is that they have lost confidence in the financial capacity of ERA to complete the rehabilitation of the former Ranger Uranium Mine.

As discussed with you, this conclusion is the result of several years of increasing concern in response to escalating cost and schedule overruns, often accompanied by promised solutions that have not eventuated.

The latest announcements in December 2023 now describe an insurmountable task. On 26 September 2023 ERA advised the Australian Stock Exchange that the company “expects the total rehabilitation costs to materially exceed the previous estimated range of AU\$1.6 billion to AU\$2.2 billion. In addition, it is expected that the final completion date will also be delayed.” Further, on 12 December 2023, the Board of Directors of ERA announced they currently expect to record a provision of approximately AU\$2.3 billion based on available information at this stage, up from AU\$1.5 billion in HY23 and expect to “spend approximately AU\$1.2 billion in nominal terms, on rehabilitation activities up until the end of 2027. Expenditure beyond that date remains highly uncertain and is subject to further study work.”

The latest quarterly cash flow report announced on 24 January 2024 reported that ERA had AU\$216 million estimated cash available for future operating activities.

It appears the future of the company is dependent on the success of more than one entitlement offer where the total amount required is uncertain. This is not sufficient for Mirarr to assume that ERA will successfully raise the funds required to complete the rehabilitation of the Ranger site.

In the absence of an identified funding solution that is commensurate with the scale of the projected shortfall, the Mirarr Traditional Owners have determined to suspend negotiations for the agreement that is required before a further rehabilitation authority can be granted to ERA past 6 January 2026. Mirarr will repeat their demands that government ensures completion of rehabilitation at Ranger pursuant to the obligations under the *Aboriginal Land Rights (Northern Territory) Act 1976* agreement. In our recent discussion, we have referred to previous correspondence. I now attach copies of the following for your background.

1. Correspondence from Gundjeihmi Aboriginal Corporation (GAC) and the Northern Land Council (NLC) addressed to the Commonwealth Minister for Resources setting out the urgent need for an “achievable target for rehabilitation.”

2. Reply received from the Minister dated 22 October 2019.

In relation to 1. and 2. above, you will note that the Mirarr, GAC and the NLC have advocated for greater regulatory certainty for over four years and raised the potential liability for completion of rehabilitation with the Commonwealth. The primary motivation for this advocacy was to ensure adequate financial provisioning was in place well prior to this point where we now find ourselves.

3. Correspondence from the previous CEO of GAC to Mr Brad Welsh CEO of ERA dated 9 March 2023. This correspondence responded to references in the 2022 Annual Report to ERA intending to apply for a “renewal” of the Jabiluka mineral lease.
4. Reply from ERA CEO dated 13 March 2023.
5. Correspondence from the CEO of NLC to CEO of ERA undated. We understand this was sent on 29 March 2023.
6. Reply from ERA CEO to NLC dated 31 March 2023.

In relation to the exchange of correspondence above, the position of the Mirarr remains as advised in the correspondence at 3. dated 9 March 2023. It is now February 2024, and the expiry of the mineral lease is imminent. Consequently, there is now increased urgency for permanent protection of the highly significant cultural heritage at Jabiluka. As discussed, all steps are being taken in this regard.

I note your advice that, to your knowledge, the board of ERA has not yet made a decision about applying for a renewal of the Jabiluka mineral lease.

Please note GAC has requested the Minister for Mining NT to make a special reservation under the *Mineral Titles Act* NT to ensure no other mining interests can be granted upon the expiry of the mineral lease. The Mirarr Traditional Owners seek the support of the board of ERA for the making of the special reservation.

Please feel free to provide further information in response to the concerns described in this correspondence.

Yours sincerely,



Thalia van den Boogaard
Chief Executive Officer

enc.



**NORTHERN
LAND COUNCIL**
Our Land, Our Sea, Our Life



Ref: E2019/16040

Minister for Resources and Northern Australia
Senator the Honourable Matt Canavan
PO Box 6100
Senate
Parliament House
Canberra ACT 2600

10 July 2019

Dear Minister Canavan,

We refer to correspondence from your department dated 22 November 2018 that addressed a range of issues under discussion between the Commonwealth and ourselves with respect to the Ranger Project Area (**RPA**). It is timely to review those issues as a number of key milestones are imminent and will occur during the term of the current government.

The key urgent issue is the need for a third authority to ensure that the rehabilitation, monitoring and final close out of the RPA remains subject to a regulatory framework. Closely connected to this is the need for criteria and a mechanism for the further work, monitoring and verification of rehabilitation works required well beyond 9 January 2026. Final close-out criteria and the mechanism for determining that milestone also need to be defined urgently.

We have developed a detailed proposal for addressing these needs and set it out below. This proposal is informed by the structure and methodology of the Rehabilitation Standards developed by the Office of the Supervising Scientist (**OSS**) and the Energy Resources of Australia Ltd (**ERA**) Mine Closure Plan and reflects a willingness to put in place an achievable target for rehabilitation. The current expression of environmental objectives in the Environmental Requirements (**ERs**) attached to the s.41 authority (the authority) in comparison, is not sufficiently detailed. This combined with the termination of the current authority on 9 January 2026 presents a serious risk to the Australian government of another long term liability arising from a uranium project in the Northern Territory. This is necessarily heightened by the location of the RPA wholly within the World Heritage listed Kakadu National Park.

We believe that urgent attention by the Australian government is required in order for the rehabilitation of the RPA to be prudently managed from a government perspective.

By way of background, we note that the Ranger Project was legislated and authorised by the Commonwealth on 9 January 1979, mining commenced in August 1980. (Northern Territory self-government commenced on 1 July 1978 pursuant to Commonwealth legislation). Toby Gangale, the father of the current, senior traditional Aboriginal owner

Yvonne Margarula was still alive when this occurred. Mr Gangale had expected that he would see the closure and clean up of the Ranger Project in his lifetime. Ms Margarula, his eldest daughter, was in her very early 20s at that time. She is now a 60 year old woman. Rehabilitation of this Project is something that the traditional owners have literally been waiting a lifetime to see.

We cannot overestimate the importance of this to the traditional Aboriginal community across Kakadu National Park. Just as the full legislative power of the Commonwealth was employed to enact the Project, the expectation is that the full attention and authority of the Commonwealth will ensure the project is properly closed and rehabilitated, as has been promised.

In 18 months the first major trigger will occur. On 9 January 2021, the Date of Cessation of Operations (as defined in the Amended Government Agreement) will arrive. After this date, it becomes extremely difficult for government to make the necessary changes to address the current risks. Changes after this date would effectively be retrospective and would be out of step with Australian legislation regulating the resources sector. Cessation of Operations triggers the end of the 'mining period' which has significant implications under the Amended Government Agreement and under the authority. See attached for more details.

Please note that our concerns are not a reflection on the performance or intentions of the operator ERA or on the work of the OSS, but are concerns about the inadequacy of regulatory control after 9 January 2026 in circumstances where it is clear that arrangements are needed to properly provide for rehabilitation, monitoring and a final close-out of the site. Our concerns are listed below in order of gravity.

We would be grateful for an opportunity to meet with you, and with representatives of the Department and OSS to discuss the measures we suggest are necessary to ensure proper regulatory certainty is in place for all stakeholders, including ERA. We have not discussed the contents of this correspondence with ERA as we would first like the opportunity to discuss these issues with the Australian Government. We will, however raise aspects of this proposal with ERA in the coming months.

Our concerns in summary are as follows:

1. There is a need for a third authority.
The regulatory framework imposes an arbitrary deadline for the completion of rehabilitation works and terminates the access of both ERA and the Commonwealth. This is not industry standard practice. As long as the deadline remains as the regulatory obligation, it poses a real risk that the design of closure planning is distorted by the need to meet the deadline rather than being based on the best plan and schedule to achieve rehabilitation outcomes.

This effect can already be observed in provisions within the Mine Closure Plan (refer to the OSS Assessment Report : Ranger Mine Closure Plan recommendations at p.21, 24, 38, 60, 95, 98 all of which refer to foreseeable issues arising after 9 January 2026 which the MCP has not properly addressed due to the need to meet the 9 January 2026). Future versions of the MCP should be prepared without the arbitrary deadline. There is a further risk that the January 2026 deadline has informed the Feasibility Study and thereby reduced the level of financial provisioning. It is self-evident that

ERA will require access beyond 9 January 2026. This must be addressed by legislative amendment well before 9 January 2021 for the reasons set out below.

2. There is a need for a Monitoring Framework.

After 9 January 2026 there is no access to the Ranger Project Area for OSS and ERA to undertake monitoring of the performance of rehabilitation. There is no clear indication of the term for which monitoring is required firstly by ERA and thereafter by OSS. The process and requirements for final close-out of the site are undefined. These deficiencies pose a significant risk that monitoring by ERA may cease without notice and without a clear plan or provision for monitoring by OSS after that time. The result could be no reliable data about the condition of the site in the future including inadequate data for the Australian government to demonstrate to the World Heritage Committee of UNESCO that Kakadu National Park is not contaminated.

This risk can be addressed now by making the monitoring framework clear based on both the Rehabilitation Standards developed by the OSS and ERA's Mine Closure Plan as amended in line with the recommendations of the OSS Assessment Report. Final close-out should be a target within the term of the third authority and should be the point at which monitoring fully transfers from ERA to OSS.

3. Financial risk.

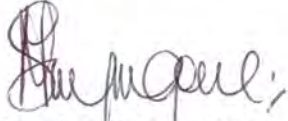
There is inadequate financial provision within ERA for the projected costs of rehabilitation including monitoring. (ERA most recently announced this to the ASX on 8 February 2019). This poses a genuine risk that the Commonwealth will be liable for significant costs that it cannot meet without financial provision being made. This risk is becoming a high probability. It is further contingent on the reliability of ERA's cost projections and ERA's goodwill. This risk can be addressed by the Commonwealth taking steps to assess the risk and to make financial provision to meet its potential liability for completion of any unfunded rehabilitation, monitoring and rectification. (Noting that a third authority would reduce this risk by improving the Commonwealth's powers to have rehabilitation issues and costs met by ERA).

4. Risk posed by reliance on the Northern Territory.

The Northern Territory Government has demonstrated a lack of capacity to fulfil the role that is 'delegated' to it as a junior regulator. This poses a genuine risk that the Northern Territory may approve or refuse rehabilitation works without following the advice from the Commonwealth. The Northern Territory is very likely to cause undue confusion and delay and in so doing may cause both cost and time wastage, increase the liability of the Commonwealth and provide grounds for regulatory decisions to be found invalid. This risk has been realised with a recent 'approval' relating to the Tailings Storage Facility (TSF) wall notch proceeding without reference to the OSS's specific recommendations. We expect and observe that this risk is increasing as the capacity within the Northern Territory is diminishing. This risk can be addressed by reviewing the agreements that provide for the application of Northern Territory legislation and by being very clear about the role of the Northern Territory. In this regard, we note that the OSS Assessment Report included an inadequate description of the role of the Northern Territory.

Please see attached our detailed proposal. We look forward to discussing these matters with you as a matter of priority.

Yours sincerely



Marion Scrymgour
CHIEF EXECUTIVE OFFICER
NORTHERN LAND COUNCIL



Justin O'Brien
CHIEF EXECUTIVE OFFICER
GUNDJEIHMI ABORIGINAL
CORPORATION

SUMMARY OF ISSUES

It is worth recalling the following comments made by the Commissioners at page 249 of the Ranger Uranium Environmental Inquiry Second Report in 1977 in relation to the *Atomic Energy Act (AEA)*:

“It seems to us that s 41 is a special power which was enacted at a time when the need to secure Australian uranium for use by Great Britain and the United States of America in nuclear weapons was uppermost in the minds of those concerned. If its use is to be continued in a situation where peaceful uses only are in mind and commercial profit is intended, the changed rationale should be recognised. The power, if it can be applied in the circumstances, should not be used simply because it exists and may appear convenient.

In our First Report we explained the very special nature of uranium, and described it as being a highly strategic material. It is therefore necessary for there to be close government controls. This does not mean that the actual mining operations must be conducted by or on behalf of the Government, still less that the local environment controls be determined or supervised under the Atomic Energy Act.

The purpose of S. 41 is to put aside the ordinary law of the land respecting mining.

The Australian government of the time did proceed to authorise mining at Ranger on behalf of the Commonwealth and did provide for the local environmental controls to be determined and supervised under the AEA. The current unusual challenges at Ranger which this proposal addresses are the legacy of the decision to ignore the advice of the Commissioners. This places the onus on the Commonwealth to have in place adequate arrangements via the AEA for the final closure and rehabilitation of the site in the same way that the construction and operation of the site was prioritised.

The second reading speech of the then Minister for National Development stated that the 1978 bill to amend the AEA to use it for Ranger was part of a package of legislation designed to give effect to the Government’s decision on the further development of Australia’s uranium resources including, as a “fundamental element” the development of the Ranger deposit in accordance with the 1975 Memorandum of Understanding (Commonwealth Parliamentary Debate, HR, 10 April 1978, at 1293). The speech recorded the Government’s rejection of the Ranger Inquiry’s recommendation that the AEA could not provide an appropriate basis for mining operations at Ranger (ibid, at 1294). These decisions pre-dated the passage of the *Northern Territory (Self-Government) Act 1978* by the Commonwealth.

SPECIFIC ISSUES

1. There is a need for a third authority.

The deadline of 9 January 2026 arises as a result of s.41C of the AEA.

There is an urgent need for a third authority to be granted that allows for ERA to remain on site in order to complete the rehabilitation and monitoring that has been described and approved in the MCP.

We note that the term of the s.41 authority is not a 'condition' that can be varied under s.41A. The term is specifically dealt with by s.41C, the effect of which is that the current authority can be for no more than 26 years.

The first authority was granted for 26 years and was due to expire on 9 January 2005. S.41C provides that 'a further authority' (the second authority) could only be granted for a period that is not longer than the period for which the 'current' authority (the first authority) was conferred. Therefore the second authority could be granted for a maximum period of 26 years and was granted on 14 November 1999 (expressed to commence on 9 January 2000 for a period of 26 years).

S.41C(1)(a) currently specifically excludes the possibility of an extended or third authority by restricting the operation of the section to an application to extend the first authority only, not to extend a second authority. The consequence is that under the present AEA there can be no third authority and the term of the second authority cannot be longer than 26 years. The AEA must be amended to provide for a third authority.

Significantly, the AEA also provides that the application for the second authority had to be made no later than 4 years before the end of the mining period (as defined in s.41C(1)(b)). The reasons for this are self-evident. If the matter was dealt with any closer to the end of the mining period then ERA would have been well advanced in planning rehabilitation works and close to entering the rehabilitation period. Leaving the matter of extending the term to a late stage is unreasonable and would have resulted in considerable costs.

A consistent approach for decision-making about a third authority would require an application for the third authority to have been made between 9 January 2015 and 9 January 2017. This would have been the reasonable period of time to consider a change of this nature. We are now over 2 years past the reasonable time, meaning it is imperative to deal with this now as a matter of urgency.

The simplest means of providing for a third authority is to amend the AEA to replace the words "other than" with the word "including" in s.41C(1)(a) and to replace the words "4 years" with "6 months" in s.41C(1)(b).

If nothing else is amended, this would allow for a third authority with a term that would terminate no later than 9 January 2047. This third authority would be for exactly the same purpose as the first and second authorities including mining. However, as it is agreed by all parties that the Ranger Project will permanently close and the site be rehabilitated, we would propose also amending s.41(2)(c) so that it reads as follows :

The person so authorised may

...

(c) at any time prior to 9 January 2021 carry on, upon or under that land, operations for discovering prescribed substances and for mining, recovering, treating and processing prescribed substances and such other minerals as it is necessary or convenient to recover in order to obtain prescribed substances and for any period after 9 January 2021 may carry out operations for rehabilitation purposes only

This removal of continued mining operations should also be reflected in the agreement referred to in s.41C(2)(a) which is the s.44 Agreement so as to exclude further mining.

Once the AEA is amended and the 4 year window is relaxed to 6 months, we would expect ERA to make the application for the third authority and to commence the process of negotiating a third authority as occurred with the second authority. S.41C(5) requires the Minister to revoke an existing authority prior to the end of the mining period. In other words, the current authority would need to be revoked and replaced by no later than 9 January 2021.

Given that we are outside the reasonable time for fully negotiating a new authority, the scope for varying the conditions of the authority under 41C(4)(a) should necessarily be narrow. We would support a third authority that includes minimal change to the existing conditions including minimal change to the Environmental Requirements in Appendix A (ERs) other than to better reflect contemporary industry practice and as set out in this proposal.

The Minister has recently approved the MCP (with our support). That Plan includes the following matters that indicate genuine possibility that rehabilitation works will not be completed within the term of the second authority and confirm that monitoring is well beyond the term of the second authority:

- The MCP does not adequately account for significant uncertainty due to rainfall, schedule slippage or the failure of rehabilitation works to achieve the required outcomes. For this reason, OSS has required future iterations of the MCP to include contingency measures and to expand the risk assessment. (OSS Assessment Report p.21) We note that due to the inflexible deadline of the expiration of the second authority, ERA is considering engineering contingencies to stay within the deadline. These contingencies are costly, they require fresh approvals for new engineering solutions and are occurring at a very late stage of rehabilitation planning. All contingencies should be provided for, including those that require more time.
- The MCP includes the decommissioning of the groundwater interception trenches west of the Tailings Storage Facility by 2026 despite the significant role the trenches play in reducing the risk of contamination of the surrounding Kakadu National Park from contaminants transported away from the shallow aquifer system. (OSS p.22) From a risk management perspective, the trenches should remain until it is demonstrated that they are no longer required whenever that is.
- OSS has noted that the time taken for tailings to consolidate could be significantly greater than predicted and does not support the claim that consolidation can be achieved by 2026. (OSS p.23, 30) We note that ERA has undertaken considerable further modelling work since the date of the MCP that now predicts 95% consolidation by 2025. However, this still provides no room for slippage and no time to respond with a contingency which may be as simple as providing a longer period for the consolidation to take place.
- Similar risks arise in the Aquatic Ecosystem and People risk categories (OSS p.24)
- The MCP states that 4.6M tonnes of mineralised material from the northern wall of the TSF will be placed in Pit 3 in 2025 however the MCP also indicates that

the backfilling of Pit 3 will be completed in 2024 in order to meet the 2026 deadline. (OSS p.28) We note that ERA has started detailed planning to place mineralised material into Retention Pond 2. Again, this is occurring at a very late stage to solve an issue that could possibly be addressed simply by having more time to sequence the backfilling. Additionally, the level of contamination of the TSF floor, the volume of contaminated material and the ultimate location of this material is still uncertain at this time.

- The completion of water treatment is based on a P50 scenario, i.e. there is a 50% chance that water treatment will not be completed by 2026. OSS has noted that there is a high degree of uncertainty about assessments and predictions of contaminant concentrations in groundwater and receiving surface water and OSS does not accept the MCP statement that under the proposals contaminants from the landform do not pose a risk to the surrounding environment (OSS p. 44) We note that further work is currently being done on this and uncertainty remains until the work is completed.
- An increasing and significant amount of planting and establishment of vegetation is re-described as monitoring and maintenance rather than rehabilitation work in recognition that this work will necessarily occur after 9 January 2026. This change of description does not alter the nature of planting and establishment of vegetation as a rehabilitation activity but acknowledges that it will occur after 2026.
- The MCP includes an overall monitoring timeframe of 25 years despite ERA having no access beyond 9 January 2026. OSS has recommended that the term may be longer. (OSS p.90)
- Both the MCP and OSS have referred to the obligation for monitoring as described in ER 13.3 but have not considered either how ERA would have access to the site for monitoring nor the difficulty in interpreting the term ‘close-out certificate’ as to both timing and process (OSS p.96).
- OSS has referred to the need for adaptive management activities including mitigation of factors impacting rehabilitation success and substantive and widespread remedial action to prevent rehabilitation failure beyond 2026 without consideration of the lack of access after 2026 (OSS p. 98)

In our view, it is in the interests of ERA to obtain a third authority and therefore have a basis for planning the completion of the rehabilitation activities, monitoring and any remediation in an orderly manner. We believe it is also in ERA’s interest for final close-out to be clarified so as to make it an achievable target within the MCP with criteria that are cross-referenced to the Rehabilitation Standards of OSS and the agreed closure criteria in the MCP. Such a change will make relinquishment a genuine objective.

2. There is a Need for a Monitoring Framework and Delineation of Rehabilitation, Monitoring and final close out

When is the obligation to rehabilitate satisfied under the current arrangements?

Following cessation of mining on 8 January 2021, ERA’s rights to access, occupy or use the Ranger site are limited to enabling ERA to observe its obligations under the authority. This includes its obligations to rehabilitate in clause 6 of the authority (**Clause 6**).

Clause 5.2 provides that the authority itself continues until 8 January 2026 (or earlier). The term of the authority is expressed to be 'subject to clause 6 (Rehabilitation)'. Clause 6 provides that ERA shall promptly undertake and complete the rehabilitation of the Ranger Project Area in accordance with the ERs. These words suggest that ERA remains responsible for completion of rehabilitation despite the termination of the authority and therefore the ERs remain relevant after 8 January 2026 but are no longer appended to a current authority.

Put another way, the obligation to rehabilitate in Clause 6 is intended to continue until 'Close-Out' (ER 9.3).

All parties, including ERA agree that a significant period of monitoring is required in order for the Minister and OSS to form an opinion about achievement of the criteria for Close-Out. (See OSS Assessment Report p.96) Therefore, Close-Out cannot be achieved in the near future.

The criteria for 'Close-Out' as currently expressed requires rehabilitation to 'establish an environment similar to the adjacent areas of Kakadu National Park such that the rehabilitated area could be incorporated into the Kakadu National Park'. The indicators include long term ecosystem viability, stable radiological conditions and erosion characteristics that are comparable to surrounding undisturbed land. (see ER 20 and ER 2 read together)

While modelling of erosion characteristics and stable radiological conditions may enable predictions of stability within a period of approximately 10 years, long term ecosystem viability will require active monitoring for a minimum period of approximately 25 years.

Therefore, the current authority terminates well before Close-Out. Arguably, the ERs are no longer operative once the authority terminates on 9 January 2026 however, the determination of whether rehabilitation has been completed and Close-Out under ER 2 has been achieved will still remain to be made.

The grant of a third authority will allow for Close-Out to potentially be achieved while the authority is still in place.

What is the obligation to undertake monitoring?

ER 13.3 provides that ERA must carry out a monitoring program approved by the OSS or the Minister with the advice of the OSS following cessation of operations until such time as a relevant Close-Out certificate is issued. In other words, it is the same period as rehabilitation.

However ER 13.3 itself will cease to have effect as a condition of an authority on 9 January 2026. It is arguable that the ongoing responsibility of ERA for completion of rehabilitation that arises from Clause 6 would logically include monitoring. The problem is that ER 13.3 would not be extant.

It is in the interests of all stakeholders including ERA to do better than simply rely on the words of Clause 6 to provide for ERA's responsibility to complete rehabilitation and monitoring. This can be achieved by making the legislative amendment described above and by granting a third authority.

Under a third authority, ER 2 should remain unchanged as it is not reasonable to change the fundamental standard for rehabilitation at the end of a project and after a detailed feasibility study has been completed.

However, ER 9.1 and 9.2 should be updated to ensure that they reflect the expectations of all stakeholders regarding the criticality of the MCP, the standalone applications and to include monitoring. A suggested revision is as follows:

9.1 The company must prepare ~~a rehabilitation plan~~ *a Mine Closure Plan, to be reviewed annually*, which is approved by the Supervising Authority and the Minister with the advice of the Supervising Scientist, the implementation of which will achieve the major objectives of rehabilitation as set out in subclause 2.2, and provide for ~~progressive rehabilitation a detailed plan of rehabilitation works and monitoring to be undertaken.~~

9.2 All ~~progressive proposed major~~ *proposed major* rehabilitation works must be approved by the Supervising Authority or the Minister with the advice of the Supervising Scientist and subject to the NLC agreeing that *the proposed major rehabilitation works will meet* the aim and objectives for rehabilitation as described in clause 2 ~~are met~~. (i.e. the ‘stand-alone applications’)

How should Close-Out be achieved?

The definition of Close-Out in the authority itself refers to a certificate being issued in accordance with ER 9.3 whereas ER 9.3 does not provide for the issue of a certificate.

Close-Out

The issue of a certificate in accordance with and having the effect provided for in clause 9.3 of the Environmental Requirements

Rather than providing for the issue of a certificate, ER 9.3 says that the obligation to rehabilitate ends once the Supervising Authority issues a close-out certificate provided the OSS and the NLC agree that the specific part of the site has met the requirements of clause 2.

ER 20 (Definitions), on the other hand, does not refer to ER 9.3 at all but says that Close-Out is the point when the Supervising Authority determines that i.e. ‘the requirements of clause 2 have been met or are assured, appropriate regulations and standards have been met, and the site is suitable for the intended future land use’.

This inconsistency should be resolved urgently to remove uncertainty regarding the power to determine Close-Out.

Further, the ‘requirements of clause 2’ do not provide any certain criteria against which the determination is made. The criteria for achieving Close-Out should be specified and should be based on the Rehabilitation Standards of the OSS and reflect the approved methodology and closure criteria and be dependent on reliable monitoring results to confirm predictive modelling and outcomes.

The decision-maker for a Close-Out and issuing a close-out certificate should be the Commonwealth Minister with the agreement of OSS and the NLC. It should not be the Supervising Authority (currently the Northern Territory Minister).

Close-out will be the point at which ERA can relinquish the site. There must be provision for OSS to continue monitoring after final close-out in perpetuity in recognition of the long timeframes included in the ERs.

Therefore, a third authority should include updated ERs that include criteria for Close-Out which reference the Rehabilitation Standards of the OSS, the achievement of the approved closure criteria and be linked to the results of monitoring. This proposal assumes the MCP will be developed over time to meet the current inadequacies identified by the OSS.

If these changes are made, it will be clear that the end of mining is on or before 8 January 2021. After that date ERA will continue to have authority to rehabilitate and monitor in accordance with the MCP leading to a final milestone for ERA which will be the achievement of a Close-Out certificate based on achievement of closure criteria. It will be a matter for ERA to predict when their modelling indicates that Close-Out will be achieved. The third authority will terminate upon final close-out being achieved or 8 January 2047 whichever is earlier. Based on what is now known, this appears to be an appropriate timeframe for relinquishment by ERA to possibly be achieved while the authority remains operative.

The grant of a third authority and changes to rehabilitation, monitoring and close-Out requirements, will consequently necessitate changes to the s.44 agreement. The s.44 agreement also currently terminates on 8 January 2026 (or on final close-out if earlier, noting that there is no prospect of final Close being earlier). This means that the right of the Commonwealth (and therefore ERA) to access the site currently terminates before Close-Out. Notably, both clause 11.3 of the s.44 agreement and clause 20.5 of the Amended Government Agreement contemplate 'post-Close-Out actions' but make no provision for access for such actions.

Changes should be made to the s.44 agreement to allow for the possibility of Close-Out under the s.41 authority in accordance with the revised criteria (with the agreement of NLC and OSS), but not triggering a termination of the s.44 agreement. If the s.44 agreement is not terminated at the same time, the NLC and OSS can focus on the first question of whether ERA has achieved the point at which the site can be relinquished but without ceasing all monitoring by the Commonwealth. The continuation of the s.44 agreement would allow for the Commonwealth to retain access to the site after the termination of the s.41 authority to verify the performance of the rehabilitation work. This would also allow for monitoring by OSS for a much longer period. If the s.44 agreement is terminated at the same time as relinquishment, it is likely that the NLC and OSS would need to apply a much higher test as it will signal the end of all monitoring and require a total guarantee that the site will be free of contamination. While it is unlikely that such a judgment could be made prior to 9 January 2047, it should be possible to make the judgment about site relinquishment by ERA before 2047 and determine close-out for the company. We will be happy to receive the advice of OSS as to the period for which long term monitoring should be undertaken to inform the term for the s.44 agreement.

The above changes to the mining period, the rehabilitation period, monitoring and Close-Out (relinquishment) would align the project more closely with current industry practice.

3. Financial Risk

In 2018 ERA conducted a Feasibility Study for the closure and rehabilitation of the project. This study saw a 60% increase in the provision required for rehabilitation to \$830 million. Such a significant increase necessarily means that close attention should be paid to the level of security that exists to meet this liability.

As at 31 December 2018, the Commonwealth holds \$75million in cash as part of the Ranger Rehabilitation Trust Fund.

The Amended Government Agreement provides for the Ranger Rehabilitation Trust Fund and includes the following:

the cost of rehabilitation after the cessation of mining shall be met in the first instance out of funds held in the Ranger Rehabilitation Special Account and by payment by the Commonwealth either directly to a person, not being E.R.A., who is carrying out or has carried out rehabilitation work or to reimburse E.R.A. for the cost of rehabilitation borne by it from time to time. (Article 21)

The Commonwealth appears to have a liability to reimburse ERA for costs beyond the amount in the Ranger Rehabilitation Special Account. In addition, the Commonwealth has an obligation to carry out any rehabilitation works not carried out by ERA pursuant to the s.44 agreement between the Commonwealth and the NLC.

We re-confirm our view as previously advised that the calculation required under the Amended Government Agreement at clause 21 was always intended to refer to the plan approved under ER 9 (now the MCP). The original Government Agreement required the preparation of a Plan of Rehabilitation at Article 31.1.

Article 31.1 Within 90 days after the execution of this Agreement, the Manager, after consultation with the Supervising Scientist and such Supervising Authority as the Manager thinks fit, shall prepare a plan of rehabilitation in respect of the Ranger Project Area.

Article 31.2 required the plan of rehabilitation to include details of the work required if operations ceased at the date of the plan and to further contain a forward estimate of the work required if operations ceased 6 months after the date of the plan.

The agreement provided for Ministerial approval of the plan and upon approval, Articles 31.10 and 31.11 provided as follows:

Article 31.10 The Joint Venturers shall ensure that the provisions of the plan of rehabilitation, or of that plan as amended from time to time, are strictly observed except to the extent that observance would be contrary to law.

Article 31.11 When the Minister has accepted the plan of rehabilitation or any amendment thereof, the Manager shall forward a copy of the plan or of the amended plan, as the case may be, to the Commonwealth, each of the Joint Venturers and the Supervising Scientist.

Articles 31.10 and 31.11 remain in the current Amended Government Agreement as Articles 21.1 and 21.9.

When the ERs were revised in 1999, ER 9 was included. This clause also refers to the Plan of Rehabilitation as follows:

9.1 The company must prepare a rehabilitation plan which is approved by the Supervising Authority and the Minister with the advice of the Supervising Scientist, the implementation of which will achieve the major objectives of rehabilitation as set out in subclause 2.2, and provide for progressive rehabilitation.

We understand that the Commonwealth has taken the view that there are two different documents both called the rehabilitation plan. The one approved under the Amended Government Agreement is referred to by the Commonwealth informally as the “APR”. The APR is, on its face, a thoroughly unsound basis for making a written estimate of the cost of the rehabilitation of the Ranger Project Area whether such rehabilitation were to be on the basis that mining operations cease on the date on which the estimate is being made and rehabilitation commencing within 30 days thereafter or any other basis. This is demonstrated by the very large discrepancy between the amount calculated via the Feasibility Study based on the rehabilitation plan approved under ER 9 (the MCP) and the cost estimate based on the APR.

As all active mining has ceased and processing will cease in 18 months there is no justification for the APR containing such a significantly different description of the details of the work required.

In approving the APR with a significantly different description of the rehabilitation work as contained in the MCP, the Commonwealth has exposed itself to a significant potential liability when the second authority terminates.

Given the position of the Commonwealth, and the recent disclosures of the costs estimates by ERA to the market, we urgently request the Commonwealth to ensure that there is a financial provision within Government to meet the potential liability for completion of any unfunded rehabilitation, monitoring and potential rectification over a significant future period. We will be happy to receive the advice of OSS as to the period for which long term monitoring should be undertaken to inform this risk assessment.

4. Risk posed by reliance on the Northern Territory: The role of the Northern Territory and the Working Arrangements

The role of the Northern Territory does not arise as a result of the provisions of the Northern Territory *Mining Management Act* but as a result of other instruments put in place by the Commonwealth which set out the role of the Northern Territory. These instruments are detailed below.

General power of the Northern Territory to legislate with respect to the Ranger Project is specifically excluded under r.4 of the *Northern Territory (Self Government) Regulations*. Relevant parts of r.4 of the *Northern Territory (Self Government) Regulations* are extracted below. (underlining has been added)

Regulation 4

(1) *Subject to subregulations (2) and (4), the Ministers of the Territory are to have executive authority under section 35 of the Act in respect of the following matters:*

...

Mining and minerals (including gases and hydrocarbon fuels)

...

Environment protection and conservation (including parks, reserves and gardens and preservation of historical objects and areas)

...

(2) *Subject to subregulation (6), a matter specified in subregulation (1) shall not be construed as including or relating to:*

(a) the mining of uranium or other prescribed substances within the meaning of the Atomic Energy Act 1953 and regulations under that Act as in force from time to time

R.4(6) allows for the application of Northern Territory executive authority subject to specific conditions:

(6) *Subregulation (2) does not apply to a matter specified in subregulation (1) if the matter is also included in the matters specified in subregulation (5).*

R.4(5) provides:

(5) *The Ministers of the Territory are also to have executive authority under section 35 of the Act in respect of the following matters:*

(b) matters in respect of which duties, powers, functions or authorities are expressly imposed or conferred by or under another Act in force in the Territory, or by or under an enactment or an agreement or arrangement referred to in paragraph (f), on the Administrator or a Minister or officer of the Territory;

(f) agreements and arrangements between the Territory and the Commonwealth or a State or States, including the negotiation and the giving effect to any such agreement or arrangement by the Territory by way of enactment, regulations or other instrument, or otherwise;

Therefore, the *Mining Management Act* only has application in relation to the Ranger Project to the extent that regulation 4 (5)(b) applies. This requires an enactment or an agreement between the Territory and the Commonwealth under which duties, powers, functions or authorities are conferred. In the absence of the agreement, the Act would not apply.

The operative agreement that satisfies regulation 4 (5)(b) is the agreement between the Commonwealth of Australia and the Northern Territory of Australia in Relation to Principles to be applied in the Regulation of Uranium Mining in the Northern Territory dated 17 November 2000 (the 2000 agreement).

The 2000 agreement includes the following:

It is desired to make it clear that Ministers of the Territory continue to have the necessary executive authority under section 35 of the *Northern Territory (Self Government) Act 1978* (Cth) to exercise observe and perform the duties, powers, functions and authorities under the relevant laws of the Territory in relation to the matter of mining of uranium and other prescribed substances in the Territory, on the terms hereafter provided.

The 2000 agreement refers to the *Uranium Mining (Environment Control) Act (UMEC)*. UMEC has since been replaced by the *Mining Management Act* which must be read in conjunction with the 2000 agreement. (The *Mining Management Act* differs from UMEC which raises some additional issues that are not discussed here.)

This 2000 agreement provides for the Working Arrangements (WA):

16. ... The revised Working Arrangements will reflect both the responsibility of the Territory for the day to day regulation of uranium mining activities in the Territory and the responsibility of the Commonwealth under relevant Commonwealth legislation relating to the mining of prescribed substances in the Territory.

The WA are contained in an MOU between the Commonwealth and the Northern Territory dated 30 May 2005 which was entered for the purpose of implementing the 2000 agreement specifically to clarify the roles and responsibilities of the two Governments.

In relation to the role of the Northern Territory, the WA provide as follows:

The Northern Territory Minister and the Northern Territory Department of Business, Industry and Resource Development have responsibility for the day to day regulation of mining in the Northern Territory This includes but is not limited to actions and activities such as conduct of check monitoring, audits and inspections with the objective of ensuring compliance with legislative requirements.

The WA establish the Minesite Technical Committee (MTC) for the following purpose:

MTCs provide for the discussion of matters relevant to the regulatory functions of the Department of Business, Industry and Resource Development and the roles and responsibilities of the Supervising Scientist at uranium mine sites in the Region. In particular, MTCs have a role in:

- reviewing proposed and existing approvals and decisions under Northern Territory legislation,
- reviewing technical information in relation to specific mine sites, including monitoring data and environmental performance
- collaboratively developing standards for the protection of the environment and
- developing strategies to address emerging issues.

The above provisions were not drafted with rehabilitation in mind. They no longer cater for the current stage of this project. The significant closure activities that are being submitted for approval, the nature and urgency of the data and information that is required and the scale of closure activities is not “day to day regulation of mining”. Closure and final rehabilitation require a high level of rigour and are more time sensitive than “day to day regulation”.

The MTC was not established to be the clearing house for all major decisions about the Ranger Project. It was established primarily as a forum for discussing Northern Territory

approvals and decisions under Northern Territory legislation and to discuss matters relevant to the role of OSS.

The Northern Territory Government has recently demonstrated that it does not have the capacity to chair the Ranger MTC going forward, particularly in this critical period of major rehabilitation planning. The reasons we have formed this view are:

1. Recent statements by representatives of DPIR to the effect that they do not accept that the Ranger Authorisation should be administered any differently from other NT Authorisations.
2. The confused approach taken by DPIR to reviewing their internal processes.
3. The recent incident of DPIR proceeding with an approval independently from OSS and the MTC (this related to an approval to alter the notch in the TSF wall).
4. The recent judicial criticisms about the performance of DPIR in the decision of *Territory Iron Pty Ltd v Minister for Mines and Energy* [2019] NTSC 28.

A higher level of time efficiency and probity is now required in relation to the oversight and implementation of closure approvals and actions.

The key changes that need to be made include:

1. for OSS to become the chair of the MTC;
2. for the Northern Territory role to be clarified both as to what decisions and reports are required under the Northern Territory legislation, for any approvals under the NT Authorisation to have a clear timeline, and to ensure that the Northern Territory approvals support the MCP objectives and are made in conjunction with OSS and the NLC;
3. for the Northern Territory role including over check monitoring, routine inspections and compliance to be properly resourced and staffed if the Northern Territory is to continue to have that role; and
4. a more direct link between the decision-making by the Northern Territory under the NT Authorisation and the technical advice provided by OSS
5. removal of the requirement for a Mine Management Plan and other reporting which is not relevant to rehabilitation and closure

The Commonwealth should also review the *Environmental Protection (Alligator Rivers) Act 1978* and both the Alligator Rivers Region Advisory Committee (ARRAC) and the Alligator Rivers Region Technical Committee (ARRTC) to better direct the focus to the long term monitoring of the region's legacy mines including the closure and long term legacy of Ranger.

Consequently, the WA should be revised as soon as possible to the extent they apply to the Ranger Project as follows:

1. Clause 7.2 updated to reflect current Commonwealth terminology.
2. Clause 7.3 updated as follows:
 - o The NT to have responsibility for the NT Authorisation, and to have a role in compliance, check monitoring, inspections and audits in collaboration with OSS and the NLC.

- Consideration should be given to removing requirements that are superfluous once the mining period has ended such as the need for a Mine Management Plan.
- 3. Clause 7.4 and 7.5 to be revised as described above.
- 4. Revise Clause 7.6 as follows:
 - All MTCs to be chaired by OSS (or another Commonwealth resource that can ensure the responsibilities of the Commonwealth are met).
 - The role of DIIS to be reviewed (in this regard consideration needs to be given to the role of the Minister as an administrative decision-maker and whether DIIS should therefore maintain an arms length role).
- 5. A specific additional clause should be inserted for the Ranger MTC that reflects the closure milestones and the standalone applications. The Ranger MTC should now have more focussed site specific provisions about monitoring, the close-out approvals process and post close-out monitoring.

Finally, if the shortcomings of the Northern Territory cannot be addressed, consideration should be given to an alternative Supervising Authority. Consideration should be given to resourcing a full time position to perform secretariat functions for the MTC for the period from now until the approval of the final major standalone application.



Senator the Hon Matthew Canavan

Minister for Resources and Northern Australia

MC19-002446

22 OCT 2019

Ms Marion Scrymgour
Chief Executive Officer
Northern Land Council
GPO Box 1222
DARWIN NT 0801

Mr Justin O'Brien
Chief Executive Officer
Gundjehmi Aboriginal Corporation
PO BOX 245
JABIRU NT 0886

Dear Ms Scrymgour and Mr O'Brien

Thank you for your letter of 10 July 2019 putting forward a detailed regulatory proposal for the rehabilitation, close-out and long term oversight of the Ranger Uranium Mine ('Ranger'). I apologise for the delay in responding.

Please be assured the Australian Government is committed to overseeing the rehabilitation of Ranger back to a condition similar to the surrounding Kakadu National Park. For that reason, the Government is currently considering amendments to Ranger's regulatory framework for the purposes of preserving the Environmental Requirements beyond 8 January 2026, and for maintaining Energy Resources of Australia's (ERA) accountability for rehabilitation through to close-out. Amendments will be necessary since close-out will not be achieved until after 8 January 2026, when current regulatory arrangements are due to lapse.

While much detail still needs to be resolved, I broadly expect that Ranger's rehabilitation and close-out will take place under a clear legislative framework that maintains direct Government powers and gives stakeholders sufficient transparency. With Ranger is situated on the lands of the Mirarr people, your organisations' continued input on legislative design is vital. I encourage you to continue engaging closely with my department and ERA with a view to developing mutually supported amendments for Ranger's future rehabilitation and close-out.

Thank you for writing to me on this important matter. I look forward to our ongoing engagement, as approaches to Ranger's close-out are further refined.

Yours sincerely

A handwritten signature in black ink, appearing to be 'm' followed by a long horizontal stroke.

Matthew Canavan



9 March 2023

Mr Brad Welsh
Chief Executive Officer
Energy Resources of Australia Ltd
GPO Box 2394
DARWIN NT 0801

via email brad.welsh@riotinto.com

Dear Brad,

MINERAL LEASE NO.1 JABILUKA

As previously discussed, I confirm that Ms Yvonne Margarula has recently written to Minister Nicole Manison regarding the long-awaited expiry of the Mineral Lease MLN 1.

Upon the lease expiring due to the effluxion of time, the Mirarr support arrangements being put in place to ensure the permanent protection of highly significant cultural heritage located throughout the lease area. Permanent protection will be inconsistent with any future mining leases or exploration licences on the site.

I would be grateful if you could confirm the intentions of Energy Resources of Australia Ltd as at the date of expiry of the mineral lease. Does the company intend to request a renewal of the lease and, if so, please provide details of any proposed Plan of Operations or other intended activities for which a renewal may be sought. It is our understanding at GAC that the only planned activities at MLN 1 relate to mine closure planning and that access to the site can be provided for this purpose without the need for a renewal.

In the meantime, I can confirm that the Mirarr Traditional Owners are deeply grateful for the agreement of the company two decades ago to cease disturbance activities that posed a critical threat to both sacred sites and cultural heritage. The preservation of this globally unique cultural heritage landscape is a rare achievement of which the company should rightly be proud.

Yours sincerely,

A handwritten signature in blue ink, appearing to be 'Justin O'Brien', written over a horizontal line.

Justin O'Brien
Chief Executive Officer

31 March 2023

Mr Joe Martin-Jard
Chief Executive Officer
Northern Land Council
45 Mitchell Street
Darwin NT 0800

By email: JardJ@nlc.org.au

Dear Joe

Mineral Lease No.1 Jabiluka - Renewals

Thank-you for your recent letter in respect of the above matter, which I received on 29 March 2023. Energy Resources of Australia (ERA) is proud to be a party to the 2005 Long Term Care and Maintenance Agreement (LTCMA). The LTCMA has protected the significant cultural heritage located on the Jabiluka mineral lease, MLN1, area for almost two decades. ERA remains supportive of both the intent and words of the LTCMA. We recognise our joint efforts to protect the significant cultural heritage of the area and also the broader cultural landscape of the Mirarr.

As you know, MLN1 makes provision for a renewal of the lease and I can confirm ERA intends to apply for renewal which has recently been stated in our 2022 Annual Report. ERA's approach of supporting the intent and the words of the LTCMA, and the protection of the cultural heritage of MLN1, will continue during the renewal period. The LTCMA also outlines both the Northern Land Council (NLC) and Gundjeihmi Aboriginal Corporation (GAC) support for ERA to hold and continue to hold MLN1.

I acknowledge the interest that the NLC and the Mirarr Traditional Owners have in MLN1 and any future renewal of MLN1, and I appreciate the importance of the issue to the NLC and the Mirarr Traditional Owners.

However, ERA respectfully does not agree with some of the views expressed in your letter as to the legal requirements for a renewal of MLN1. More specifically:

- ERA does not agree with the view that the consent contained in the Section 43 Agreement is limited to consent to a single 10 year renewal of MLN1. The language of clause 24.1 of the agreement that you have referred to is not so confined, as it refers to 'any extension or renewal' of MLN1. Further, the quote from clause 5.3 of the Agreement in your letter is not a full quote of that clause, which notably says the section is not to be read as limiting the generality of the consents in clause 5.1 and 5.2 of the Agreement, which provide consent in the broadest possible terms for the grant of any mineral titles, interests and approvals for Jabiluka; and
- ERA's view is that whilst it has particular rights in respect of a further 10 year renewal of MLN1, that does not prevent it from applying for, and potentially being granted, further renewals of MLN1 in the future, but acknowledging of course there is no guarantee that those future renewals would be granted.

As such, we consider the statement from our 2022 Annual Report (regarding the possible future renewal of MLN1), that you have quoted in your letter, to be an accurate statement.



Of course, ERA acknowledges its commitment under the LTCMA that it will not undertake any mining development of Jabiluka without the prior approval of the Mirarr Traditional Owners, and that this commitment applies despite any renewal of MLN1.

Joe, I have had a good working relationship with you and the NLC and together we have made some good progress at Ranger and Jabiru. Accordingly, I would welcome further discussion with you about the matters raised above and hope that we can find some common ground. Further, as you have suggested, I would be happy to make arrangements for our respective lawyers to discuss these matters directly, given the nature of the issues involved, should you still wish to do so.

Kind regards

A handwritten signature in blue ink, appearing to read 'B. Welsh'.

Brad Welsh
Chief Executive



NORTHERN LAND COUNCIL

Our Land, Our Sea, Our Life

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ABN 56 327 515 336

Mr Brad Welsh
Chief Executive Officer
Energy Resources of Australia Ltd
GPO Box 2394 DARWIN NT 0801
via email brad.welsh@riotinto.com

Dear Brad

ENERGY RESOURCES OF AUSTRALIA LTD MINERAL LEASE NO.1 JABILUKA

I write on behalf of the Mirarr Traditional Owners in relation to MLN1, the Jabiluka mineral lease.

MLN1 was granted by the Northern Territory pursuant to an agreement made under section 43 *Aboriginal Land Rights (Northern Territory) Act 1976* “the Land Rights Act” (as it applied as of 20 July 1982). The exercise of rights under the mineral lease is subject to the terms of the agreement.

I refer you to clause 24.1 of the agreement:

Unless by mutual agreement between the parties or pursuant to Clause 23 hereof, this Deed shall continue until the expiration of the Mineral Lease issued in respect of the Jabiluka Project or any extension or renewal thereof.

I also note the extensive subsequent opposition by the Mirarr Traditional Owners to the development of the project, the terms of the 1998 Deed Poll and the Jabiluka Long Term Care and Maintenance Agreement entered in 2005.

The Jabiluka deposit is located on the Kakadu Aboriginal Land Trust and is subject to the Land Rights Act. The Land Rights Act is Commonwealth legislation and the NT *Mineral Titles Act* must be read subject to it. Under that agreement, the consent at clause 5.3 of the agreement is limited to “the issue to the Joint Venturers by the Government of the Northern Territory of a Mineral Lease in respect of the Project Area in or to the effect of the terms and conditions contained in Annexure 1”. The Mineral Lease as attached at Annexure 1 provides for one potential renewal of 10 years only and no further renewal.

Our long standing advice to the Mirarr Traditional Owners has been that the consent in the agreement is limited to the terms of Annexure 1 and that beyond that date, a new agreement would be required should the Mirarr Traditional Owners be willing to provide it. To our knowledge, there is no Ministerial discretion available to further extend MLN1 beyond the term agreed in the agreement made under the Land Rights Act.

Katherine	Jabiru	Nhulunbuy	Borroloola	Ngukurr	Tennant Creek	Timber Creek	Wadeye
P.O. Box 396	P.O. Box 18	P.O. Box 820	P.O. Box 453	P.M.B. 85 via	P.O. Box 55	43 Wilson St	Lot 788 Kanarlida St
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I would be grateful if you could provide clarification of statements included in the 2022 Annual Report as follows:

The Jabiluka Mineral Lease is due for renewal in 2024. ERA intends to apply for renewal of the Lease. If ERA has complied with all of its obligations under the Jabiluka Mineral Lease and the Mining Act 1980 (NT), the Northern Territory government “will renew” the Jabiluka Mineral Lease for a further term not exceeding 10 years. There is a risk that the renewal will not be granted. If the renewal is granted, a renewal of the Jabiluka Mineral Lease beyond the further term of up to 10 years is not guaranteed, as any further renewals will require the Minister to exercise his or her discretion. Whether such discretion would be exercised in favour of a further renewal of the Jabiluka Mineral Lease is uncertain.

In particular, what is the basis for the assertion that any further renewal of MLN1 will require the Minister to exercise his or her discretion? Which Minister does this assertion refer to and acting under which legislation? What is the basis for omitting any reference to the need for a further agreement under the Land Rights Act for any “further term” beyond the 10 year period provided for?

As we believe this is an issue of transparency and materiality for public reporting, we request that you urgently advise us of the basis for the statements. If the statement has been made in error, we request that the matter be corrected.

We believe that all parties should proceed from a common understanding of the legal effect of the agreement and the Land Rights Act and would be happy to discuss this with your legal team in the first instance.

Yours sincerely,

Joe Martin-Jard
Chief Executive Officer
Northern Land Council

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15 March 2023

Mr Justin O'Brien
Chief Executive Officer
Gundjehmi Aboriginal Corporation
PO Box 245
Jabiru, NT 0886

Via email: justin@mirarr.net

Dear Justin

MLN1 - Jabiluka

Thank you for your letter dated 9 March 2023. Let me reassure you that Energy Resources of Australia (ERA)'s commitment to Jabiluka remains unchanged and that it will never be developed without the support of the Traditional Owners. ERA is proud to be a party to the 2005 Long Term Care and Maintenance Agreement (LTCMA) which ensures that this commitment is also captured in a legally binding way.

The LTCMA has indeed protected the significant cultural heritage located on the MLN1 lease area for almost two decades. ERA remains supportive of both the intent and words of the LTCMA and we are looking forward to visiting Jabiluka with the Traditional Owners as recently discussed in a meeting with our Board. We recognise our joint efforts to protect the significant cultural heritage of the area and also the broader cultural landscape of the Mirarr.

The MLN1 lease makes provision for a renewal of the lease and I can confirm that ERA intends to apply for renewal as recently stated in our 2022 Annual Report. ERA's commitment to the intent and terms of the LTCMA, and the protection of the cultural heritage of MLN1, will continue during the renewal period. ERA also welcomes the continued engagement from and support by both the Northern Land Council (NLC) and Gundjehmi Aboriginal Corporation (GAC) for ERA to hold and continue to hold the MLN1 pursuant to the LTCMA.

In relation to a plan of operations or other relevant requirements, I confirm that the Northern Territory Government has granted ERA a waiver of these requirements in order for ERA to focus on the intent of the LTCMA. No significant operational work has been completed on the MLN1 lease since 2011, which is consistent with the Mirarr's wishes.

Finally I would like to thank you and the Traditional owners for the cooperative manner in which we have worked together during my period as CE. We have achieved a number of positive outcomes for the Ranger rehabilitation and the Jabiru township, and our areas of agreement and cooperation far outweigh any areas of disagreement. I look forward to continuing to engage with you and the traditional owners on better understanding the cultural landscape of the Mirarr and the future of the MLN1 lease.

Yours sincerely



Brad Welsh
Chief Executive