

**NEW DAY ALUMINUM  
(JAMAICA) LIMITED**

**SPECIAL MINING LEASE NO. 172**



**SPECIAL MINING LEASE NO. 172**

**THE MINING REGULATIONS, 1947**

This SPECIAL MINING LEASE is granted to New Day Aluminium (Jamaica) Limited of Port Rhoades, Discovery Bay, St. Ann (hereinafter called the "Lessee") for the purposes of mining bauxite, in, under or upon approximately eleven point seven nine square kilometres (11.79km<sup>2</sup>) of lands in the parish of St. Ann as the same is delineated in red on the plan annexed hereto and in, under or upon such other lands as may be included in this Special Mining Lease pursuant to the under noted Special Conditions for a term of Five (5) years from the 16<sup>th</sup> day of May, 2017 subject to the provisions of the Mining Act and of the regulations made thereunder, now in force as well as to any Regulations which may come into force during the continuance of this Special Mining Lease and relating to the safe working of the mines or to the health or welfare of the persons employed therein and subject also to the under noted Special Conditions.

**SPECIAL CONDITIONS**

1. This SPECIAL MINING LEASE is subject in all respects to the Mining Act of Jamaica and shall be interpreted and construed in accordance with the laws of Jamaica.

2. It is hereby agreed and declared that it is the intention of this Special Mining Lease to give the Lessee access to mineable bauxite/additional deposits that will be used to maximize the bauxite reserves contained in Special Mining Lease 165 (SML 165).

3. The Lessee and the Commissioner of Mines (which for the purposes of this Special Mining Lease shall include his duly authorized agent) shall at periodic intervals from the commencement of this Special Mining Lease, conduct reviews in order to determine the quality and quantity of mineable bauxite reserves contained in the lands included in this Special Mining Lease.

4. Prior to the commencement of mining, the Lessee shall apply for and obtain a permit pursuant to the Natural Resources Conservation (Permits and Licences) Regulations, (Amendment) 2015.

5. The Lessee shall adhere to the conditions of the Permit issued by the Natural Resources Conservation Authority.

(a) drilling assay data resulting from prospecting and development drilling;

with the following in the format specified from time to time:

37(1)(ii) of the Mining Regulations, 1947 shall furnish the Commissioner of Mines

Special Mining Lease area and together with each report submitted under Regulation

The Lessee shall maintain detailed records of all prospecting carried out within the

8.

succeeding Three-year period.

of the lands which may be required by the Lessee for its mining operations during the

of this Special Mining Lease submit to the Commissioner of Mines a general forecast

In addition to the foregoing, the Lessee shall on each two-year anniversary of the date

changes in its Mining Plan.

The Lessee shall promptly advise the Commissioner of Mines of any material

required in connection with the Lessee's mining operations and plans for restoration.

passageways, ore bodies within statutory limits of private structures, other facilities

support areas needed during such period and shall include the location of

Mining Plan the Lessee shall designate on maps and by description mining and

operations covering for the two year next succeeding the date of submission. In each

submit to the Commissioner of Mines an updated mining plan for its mining

Mining Lease. On each anniversary date of this Special Mining Lease the Lessee shall

mining operations during the two year period commencing on the date of this Special

contained within this Special Mining Lease on which the Lessee plans to conduct its

Commissioner of Mines for review and approval a Mining Plan in respect of areas

Within Thirty (30) days of the date hereof, the Lessee shall submit to the

7.

Section 36(3) of the Mining Act.

agent shall be irrevocably deemed to be accepted and permitted for the purposes of

to time between the Lessee and the said Partnership. Such appointment and such

behalf and to carry out and perform certain mining operations to be agreed from time

36(3) of the Mining Act to mine the bauxite under this Special Mining Lease on its

wholly owned by the Government of Jamaica, as its agent for the purposes of Section

Jamaica Bauxite Mining Limited of 36 Trafalgar Road, Kingston 10, a company

Partnership formed under the Laws of Jamaica and having as Partners the Lessee and

The Lessee will appoint NORANDA JAMAICA BAUXITE PARTNERS II, a

6.

Regulations;

- (ii) solid tailings having regard to Regulation 53 (1) (c) of the Mining
- (i) any of the products of mining, and
- (b) to make all necessary excavations thereon and to stack or dump thereon -

the prescribed royalty;

- (a) to enter in, upon, under, over and through such lands to prospect or mine exclusively on such lands and to remove and dispose of bauxite on payment of
- included in this Special Mining Lease to the following rights:

behalf its servants, agents and contractors shall be entitled on any or all of the lands mining or mining operations under this Special Mining Lease, the Lessee and on its

10. Insofar as the same may be necessary or desirable for or in connection with any which the surrender relates without any consent being required.

Special Mining Lease shall forthwith cease to apply to such part or parts thereof to require) to the Commissioner of Mines and upon the expiration of such notice this by giving six (6) months' notice in writing (or such period as the Minister may

mining operations have been or are intended to be carried out;

- (c) any lands with respect to which the Lessee notifies the Government that no provisions of **clause 3.03(b)** of the Establishment Agreement;

Government elects in the national interest of Jamaica to develop subject to the to the terms of the Establishment Agreement and any lands which the available to the Lessee or has failed to make available to the Lessee pursuant

- (b) any lands which the Government has advised the Lessee that it will not make
- or

Mining Regulations or for purposes approved by the Commissioner of Mines;

- (a) any lands which have been mined out and restored in accordance with the

respect of -

payment of any fee surrender this Special Mining Lease either in whole or in part in made thereunder and of **clause 3** hereof, the Lessee may at any time and without the

9. Notwithstanding the provisions of Section 41 of the Mining Act or of any Regulations not yet been mined out .

- (c) representative samples of all such drill cores taken from ore bodies which have
- (b) maps showing the location and depth of holes drilled and sample intervals; and

remove all such samples of ore and/or soil as the Lessee may deem necessary to test thereof, to sink shafts and drill holes thereon, to prospect thereon and to take and this Special Mining Lease and shall be at liberty to survey the whole or any part equipment or machines to free access and entry to any or all of the lands contained in made thereunder and **clause 8** hereof, be entitled with or without workmen, vehicles, servants and agents shall, subject to the provisions of the Mining Act and Regulations, As long as this Special Mining Lease remains in force, the Lessee, its contractors, Lessee's mining operations.

12.

any of them or which have been erected or constructed by them for purposes of the on or over any passageway used in connection therewith and which belong to them or land contained in any of the sections delineated in the plan annexed or which are in, equipment and other transport facilities and equipment which may be located on any structures, engines, tools, buildings, erections, installations, railroad lines and as the Commissioner of Mines may allow, to remove such plant, machinery, months after the termination of this Special Mining Lease or within such further time any time or times during the term of this Special Mining Lease or within three (3) The Lessee, and on its behalf its servants, agents and contractors shall be entitled at under this clause.

11.

Forests whose directions shall be obtained before the exercise of any right to cut, take and use any tree, subject to the directions of the Conservator of necessary; and (h) to construct and maintain all such passageways, roads and railways as may be (g) to apply for a water right; (f) Special Mining Lease to use any public water shall not be disturbed; leaving such land and that any rights existing at the time of the grant of this that any public water diverted shall be returned to its natural channel before to divert any public water on or flowing entirely through such lands, provided (e) to lay water pipes and to make water courses, ponds, dams and reservoirs and workshops and other erections as may be necessary or convenient; (d) to erect, construct and maintain such engines, machinery, buildings, for the use of the Lessee's agents, servants and contractors; (c) to erect, construct and maintain houses and buildings for the Lessee's use and

the mineral bearing qualities of such lands. In the event that Lessee drills holes or shafts in excess of ten (10) centimetres in diameter, it shall fill or otherwise protect such holes or shafts upon completion.

13. The Lessee and the Commissioner of Mines may mutually agree to an extension of time for the filing of any returns or reports required under the Special Mining Lease or by any of the Mining Regulations.

14. The Minister covenants not to grant to any other person, firm or company the right either on its own account or on behalf of any person other than the Lessee to mine or work any bauxite within lands so long as such lands are contained in this Special Mining Lease.

15. Failure of the Lessee to fulfill any of the terms and conditions of this Special Mining Lease shall not give the Government of Jamaica any claim against the Lessee or be deemed a breach of the Special Mining Lease insofar as such failure arises from force majeure as defined in **clause 16.02** of the Establishment Agreement, and if through force majeure the fulfillment by the Lessee of any of the terms and conditions of the Special Mining Lease is delayed, the period of such delay shall be added to the periods fixed by this Special Mining Lease.

DATED the 16<sup>th</sup> day of May 2017

Minister of Transport & Mining

**SPECIAL MINING LEASE No. 172**  
**DELINEATION OF THE AREA**

The area covered by this Lease No. 172, situated in the parish of St. Ann, comprises approximately 11.79km<sup>2</sup> and is delineated as follows:-

Location Beacon consists of a metal plate and is situated at the intersection of false coordinates 203567m East and 192000m North, East of Stewart Town. This is the starting point.

The due East for approximately 3.432m to the intersection of false coordinates 207000m East and 192000m North, South East of Retreat.

The due generally East Southeasterly for approximately 2.393m to a point along the road at an intersection on the Summer Hill to Goshen main road the intersection of false coordinates 209372m East and 191651m North.

The due Southwesterly for approximately 933m to the intersection of false coordinates 208548m East and 191212m North.

The due West Southwesterly for approximately 880m to the intersection of false coordinates 207670m East and 191119m North.

The due generally Southerly for approximately 781m to the intersection of false coordinates 207663m East and 190355m North.

The due South Westerly for approximately 85m to the intersection of false coordinates 207593m East and 190302m North.

The due Northwesterly for approximately 148m to the intersection of false coordinates 207504m East and 190429 North.

The due West Northwesterly for approximately 110m to the intersection of false coordinates 207394m East and 190438m North.

The due Southwesterly for approximately 262m to the intersection of false coordinates 207162m East and 190314m North.

The due South Southeasterly for approximately 539m to the intersection of false coordinates 207273m East and 189776m North.

The due Northwesterly for approximately 538m to the intersection of false coordinates 207000m and 190220m North.

The due South Westerly for approximately 793m East to the intersection of false coordinates 206320m East and 189807m North.

The due North Westerly for approximately 152m to the intersection of false coordinates 206229m East and 189928m North.

The due South Westerly for approximately 574m to the intersection of false coordinates 205750m East and 189624m North.

The due South Easterly for approximately 905m to the intersection of false coordinates 206379m East and 188970m North, West of Somerton.

The due South Westerly for approximately 829m to the intersection of false coordinates 205593m East and 188728m North, East of Endeavour.

The due South Southeasterly for approximately 401m to the intersection of false coordinates 205654m East and 188329m North.

Thence South Southwesterly for approximately 36m to the intersection of false coordinates 205608m East and 187951m North.

Thence Southwesterly for approximately 30m to the intersection of false coordinates 205864m East and 187800m North.

Thence Southwesterly for approximately 105m to the intersection of false coordinates 205807m East and 187708m North.

Thence Westerly for approximately 1.219m to the intersection of false coordinates 204593m East and 187708m North within Gibraltar township.

Thence generally Southwesterly for approximately 702m to a point along the road from industry to Gibraltar to the intersection of false coordinates 204268m East and 187128m North.

Thence generally North Northeasterly along the road from Gibraltar to Endeavour for approximately 2,814m to the intersection of false coordinate 204754m East and 189530m North.

Thence generally westerly for approximately 210m to a point along the road from Endeavour to Belmont to the intersection of false coordinates 204544m East and 189532m North.

Thence generally South Westerly for approximately 136m to a point along the road from Endeavour to Belmont to the intersection of false coordinates 204420m east and 189483m North.

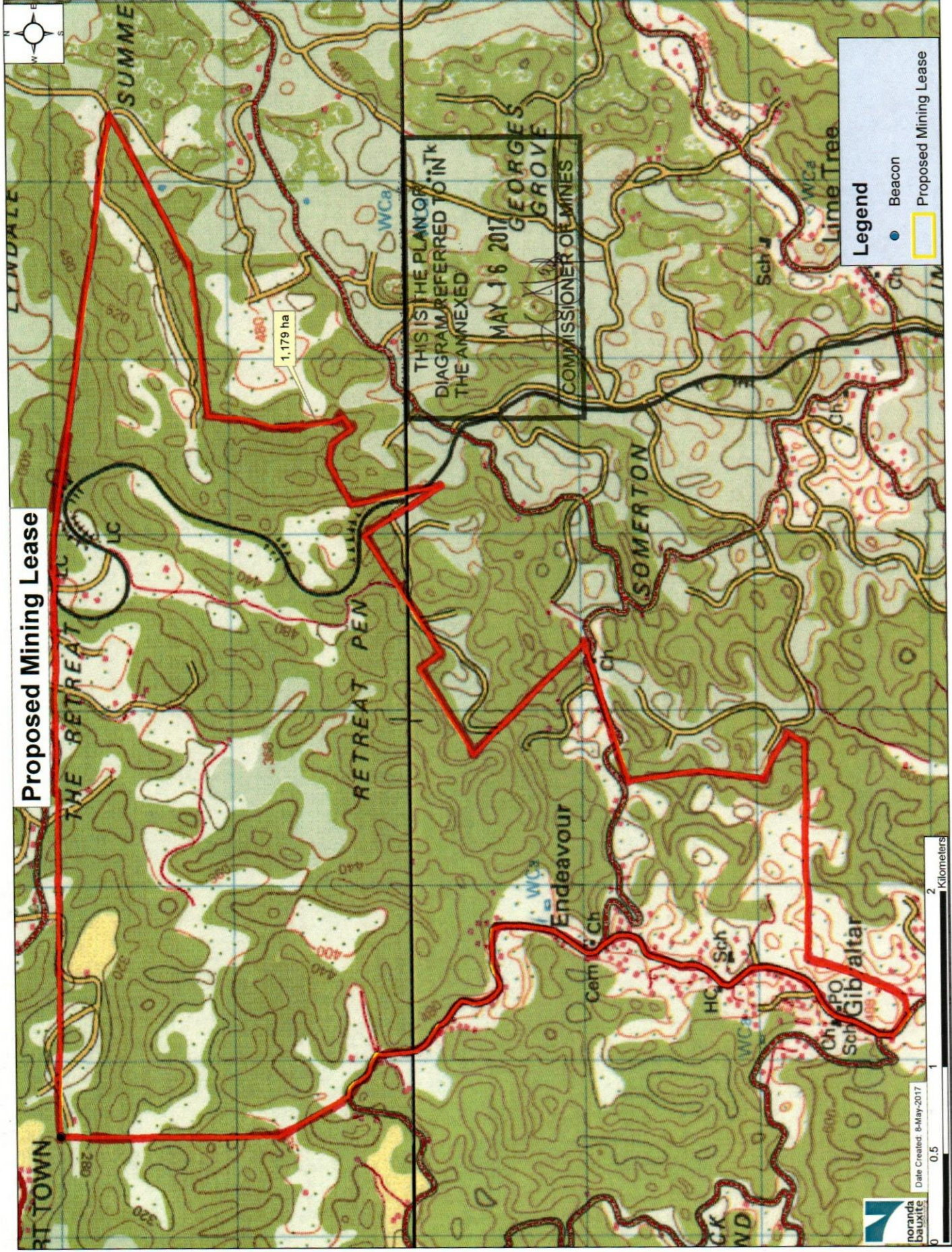
Thence generally Northwesterly for approximately 1.194m along the road from Endeavour to Belmont to the intersection of false coordinates 203787m East and 190380m North.

Thence Northwesterly for approximately 457m to the intersection of false coordinates 203561m East and 190773m North.

Thence Northerly for approximately 1.242m to the intersection of false coordinates 203567m East and 192000m North, and back to the starting point (Location Beacon).







**Proposed Mining Lease**

1,179 ha

THIS IS THE PLANOR...TK  
 DIAGRAM REFERRED TO IN  
 THE ANNEXED  
 MAY 16 2017  
 GEORGES GROVE  
 COMMISSIONER OF MINES

**Legend**

- Beacon
- Proposed Mining Lease



Date Created: 8-May-2017

