



**SPECIAL MINING LEASE NO. 173**

**NEW DAY ALUMINUM  
(JAMAICA) LIMITED**



THE MINING REGULATIONS, 1947

**SPECIAL MINING LEASE NO. 173**

This **SPECIAL MINING LEASE (SML)** is granted to **New Day Aluminum (Jamaica) Limited** of Port Rhoades, Discovery Bay, St. Ann (hereinafter called the “Lessee”) for the purposes of mining bauxite, in, under or upon approximately One Hundred and Twenty square kilometres (120 km<sup>2</sup>) of lands in the parishes of St. Ann and Trelawny 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 **Twenty-three (23) years and two (2) months** from the 28<sup>th</sup> day of August, 2018 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.
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 in areas that are not currently covered by a valid environmental permit, 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 Permits issued by the National Environmental Planning Agency (NEPA) and Natural Resources Conservation Authority (NRCA).
6. The Lessee will appoint NORANDA JAMAICA BAUXITE PARTNERS II, a Partnership formed under the Laws of Jamaica and having as Partners the Lessee and Jamaica Bauxite Mining Limited of 36 Trafalgar Road, Kingston 10, a company wholly owned by the Government of Jamaica, as its agent for the purposes of Section 36(3) of the Mining Act to mine the bauxite under this Special Mining Lease on its behalf and to carry out and perform certain mining operations to be agreed from time to time between the Lessee and the said Partnership. Such appointment and such agent shall be irrevocably deemed to be accepted and permitted for the purposes of Section 36(3) of the Mining Act.
7. Within Thirty (30) days of the date hereof, the Lessee shall submit to the Commissioner of Mines for review and approval a Mining Plan in respect of areas contained within this Special Mining Lease on which the Lessee plans to conduct its mining operations during the two year period commencing on the date of this Special Mining Lease. On each anniversary date of this Special Mining Lease the Lessee shall submit to the Commissioner of Mines an updated mining plan for its mining operations covering for the two year next succeeding the date of submission. In each Mining Plan the Lessee shall designate on maps and by description mining and support areas needed during such period and shall include the location of passageways, ore bodies within statutory limits of private structures, other facilities required in connection with the Lessee's mining operations and plans for restoration.



The Lessee shall promptly advise the Commissioner of Mines of any material changes in its Mining Plan.

In addition to the foregoing, the Lessee shall on each two-year anniversary of the date of this Special Mining Lease submit to the Commissioner of Mines a general forecast of the lands which may be required by the Lessee for its mining operations during the succeeding Three-year period.

8. The Lessee shall maintain detailed records of all prospecting carried out within the Special Mining Lease area and together with each report submitted under Regulation 37(1) (ii) of the Mining Regulations, 1947 shall furnish the Commissioner of Mines with the following in the format specified from time to time:
  - (a) drilling assay data resulting from prospecting and development drilling;
  - (b) maps showing the location and depth of holes drilled and sample intervals; and
  - (c) representative samples of all such drill cores taken from ore bodies which have not yet been mined out .
  
9. Notwithstanding the provisions of Section 41 of the Mining Act or of any Regulations made thereunder and of clause 3 hereof, the Lessee may at any time and without the payment of any fee surrender this Special Mining Lease either in whole or in part in respect of -
  - (a) any lands which have been mined out and restored in accordance with the Mining Regulations or for purposes approved by the Commissioner of Mines; or
  - (b) any lands which the Government has advised the Lessee that it will not make available to the Lessee or has failed to make available to the Lessee pursuant to the terms of the Establishment Agreement and any lands which the Government elects in the national interest of Jamaica to develop subject to the provisions of clause 3.03(b) of the Establishment Agreement;



- (c) any lands with respect to which the Lessee notifies the Government that no mining operations have been or are intended to be carried out; by giving six (6) months' notice in writing (or such period as the Minister may require) to the Commissioner of Mines and upon the expiration of such notice this Special Mining Lease shall forthwith cease to apply to such part or parts thereof to which the surrender relates without any consent being required.
10. Insofar as the same may be necessary or desirable for or in connection with any mining or mining operations under this Special Mining Lease, the Lessee and on its behalf its servants, agents and contractors shall be entitled on any or all of the lands included in this Special Mining Lease to the following rights:
- (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 the prescribed royalty;
  - (b) to make all necessary excavations thereon and to stack or dump thereon -
    - (i) any of the products of mining, and
    - (ii) solid tailings having regard to Regulation 53 (1) (c) of the Mining Regulations;
  - (c) to erect, construct and maintain houses and buildings for the Lessee's use and for the use of the Lessee's agents, servants and contractors;
  - (d) to erect, construct and maintain such engines, machinery, buildings, workshops and other erections as may be necessary or convenient;
  - (e) to lay water pipes and to make water courses, ponds, dams and reservoirs and to divert any public water on or flowing entirely through such lands, provided that any public water diverted shall be returned to its natural channel before leaving such land and that any rights existing at the time of the grant of this Special Mining Lease to use any public water shall not be disturbed;



- (f) to apply for a water right;
  - (g) to construct and maintain all such passageways, roads and railways as may be necessary; and
  - (h) to cut, take and use any tree, subject to the directions of the Conservator of Forests whose directions shall be obtained before the exercise of any right under this clause.
11. The Lessee, and on its behalf its servants, agents and contractors shall be entitled at any time or times during the term of this Special Mining Lease or within three (3) months after the termination of this Special Mining Lease or within such further time as the Commissioner of Mines may allow, to remove such plant, machinery, structures, engines, tools, buildings, erections, installations, railroad lines and equipment and other transport facilities and equipment which may be located on any land contained in any of the sections delineated in the plan annexed or which are in, on or over any passageway used in connection therewith and which belong to them or any of them or which have been erected or constructed by them for purposes of the Lessee's mining operations.
12. As long as this Special Mining Lease remains in force, the Lessee, its contractors, servants and agents shall, subject to the provisions of the Mining Act and Regulations made thereunder and **clause 8** hereof, be entitled with or without workmen, vehicles, equipment or machines to free access and entry to any or all of the lands contained in this Special Mining Lease and shall be at liberty to survey the whole or any part thereof, to sink shafts and drill holes thereon, to prospect thereon and to take and remove all such samples of ore and/or soil as the Lessee may deem necessary to test the mineral bearing qualities of such lands. In the event that Lessee drills holes or shafts in excess of ten (10 cm) 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 28<sup>th</sup> day of August 2018

  
Minister of Transport & Mining



**SPECIAL MINING LEASE No. 173**  
**DELINEATION OF THE AREA**

The areas covered by this Special Mining Lease No. 173 are situated in the parishes of St Ann and Trelawny, comprises approximately 120 km<sup>2</sup> and is delineated as follows:-.

**LOCATION BEACON** consists of a metal sign on an iron post and is situated at the intersection of false coordinates 698405 metres East and 693088 metres North, on the Eastern side from Sawyers to Level Bottom Town. This is the Starting Point.

1. Thence generally, 698405 metres East and 693088 metres North, the boundary bears North for approximately 1200 metres to the intersection of false coordinates, 69841 metres East and 694288 metres North.
2. Thence due East for approximately 2912 metres to the intersection of false coordinates, 701325 metres East and 694289 metres North.
3. Thence Southeasterly along the road from Biddiford to Stewart Town for approximately 2494 metres to the intersection of false coordinates, 702566 metres East and 692814 metres North.
4. Thence Northeasterly along the road from Stewart Town to Enfield, for approximately 8523 metres at the intersection of false coordinates 710102 metres East and 691827 metres North.
5. Thence South for approximately 1385 metres to the intersection of false coordinates 701001 metres East and 691828 metres North.
6. Thence West-northwesterly for approximately 626 metres to the intersection of false coordinates 709481 metres and 691926 metres.
7. Thence Southwesterly for approximately 912 metres to the intersection of false coordinates 708656 metres and 691537 metres.
8. Thence West-southwesterly for approximately 1342 metres to the intersection of false coordinates 707328 metres and 691332 metres.
9. Thence South-southwesterly for approximately 391 metres to the intersection of false coordinates 707182 metres and 690970 metres.
10. Thence South-southwesterly for approximately 944 metres to the intersection of false coordinates 707347 metres and 690041 metres.
11. Thence North-northwesterly for approximately 536 metres to the intersection of false coordinates 707088 metres and 690510 metres.
12. Thence Southwesterly for approximately 774 metres to the intersection of false coordinates 706416 metres and 690126 metres.
13. Thence Northwesterly for approximately 138 metres to the intersection of false coordinates 706315 metres and 690220 metres.
14. Thence Southwesterly for approximately 559 metres to the intersection of false coordinates 705853 metres and 689905 metres.



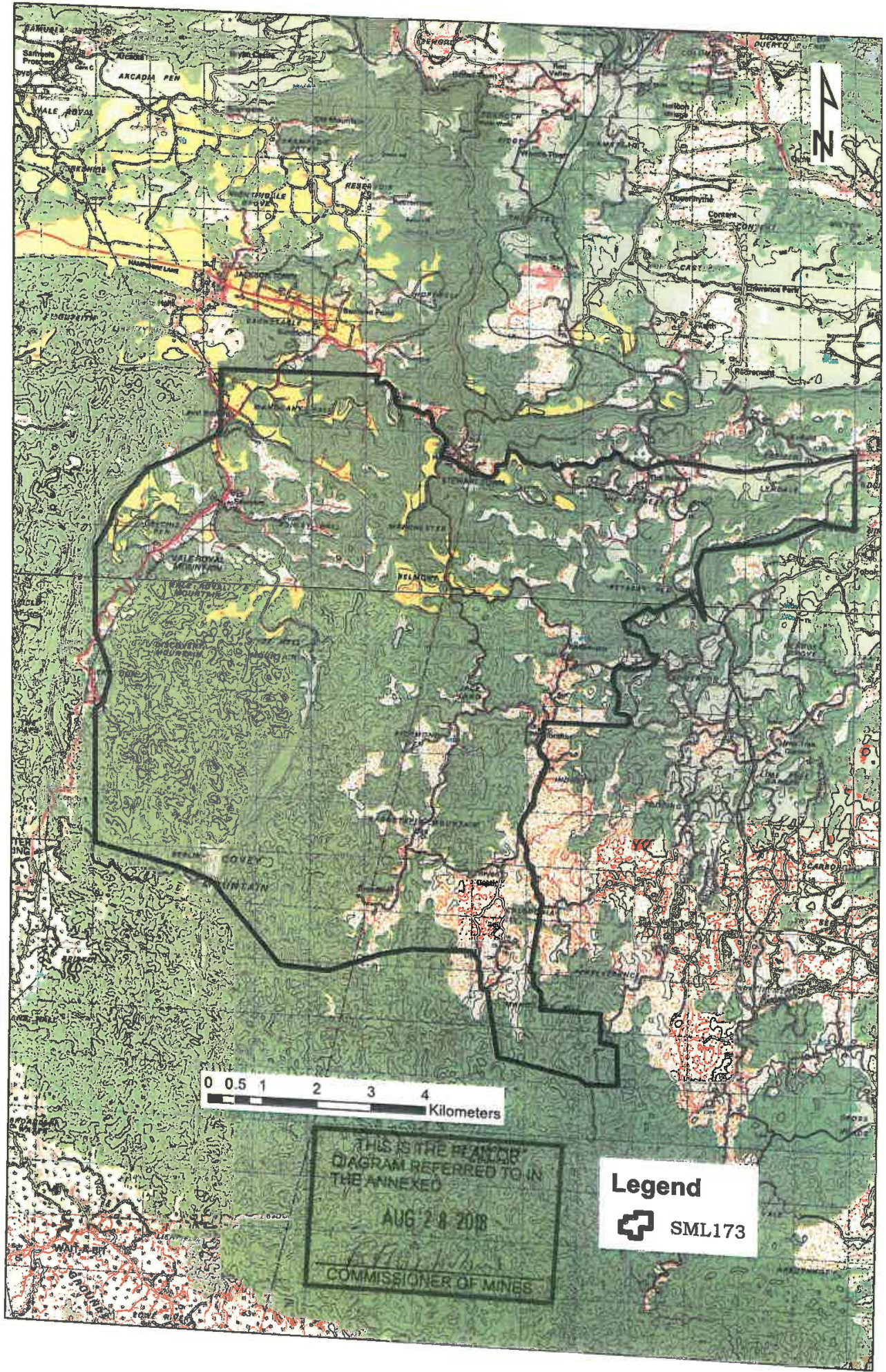


15. Thence Southeasterly for approximately 1064 metres to a point along the road from Somerton to Endeavour at the intersection of false coordinates 706,456 metres and 689227 metres.
16. Thence East-southeasterly for approximately 826 metres to the intersection of false coordinates 705716 metres and 689045 metres.
17. Thence South-southeasterly for approximately 858 metres to the intersection of false coordinates 705722 metres and 688239 metres.
18. Thence East-southeasterly for approximately 252 metres to the intersection of false coordinates 705962 metres and 688181 metres.
19. Thence East-southeasterly for approximately 252 metres to the intersection of false coordinates 705962 metres and 688181 metres.
20. Thence Westerly for approximately 3011 metres to the intersection of false coordinates 704394 metres and 688002 metres.
21. Thence Southerly for approximately 293 metres to the intersection of false coordinates 704381 metres and 687710 metres.
22. Thence Southwesterly for approximately 140 metres to the intersection of false coordinates 704309 metres and 687589 metres.
23. Thence Southerly for approximately 174 metres to the intersection of false coordinates 704312 metres and 687415 metres.
24. Thence Southeasterly for approximately 217 metres to the intersection of false coordinates 704461 metres and 687262 metres.
25. Thence Southwesterly for approximately 1494 metres to the intersection of false coordinates 703963 metres and 685895 metres.
26. Thence Southeasterly for approximately 1427 metres to the intersection of false coordinates 704381 metres and 684607 metres.
27. Thence Southwesterly for approximately 1277 metres to the intersection of false coordinates 704173 metres and 683347 metres.
28. Thence Southeasterly for approximately 83 metres to the intersection of false coordinates 704246 metres and 683306 metres.
29. Thence South-southwesterly for approximately 199 metres to the intersection of false coordinates 704239 metres and 683107 metres.
30. Thence Southeasterly for approximately 201 metres to the intersection of false coordinates 704385 metres and 682968 metres.
31. Thence Southerly for approximately 311 metres to the intersection of false coordinates 704391 metres and 682657 metres.
32. Thence Easterly for approximately 1091 metres to the intersection of false coordinates 705483 metres and 682644 metres.
33. Thence Southerly for approximately 546 metres to the intersection of false coordinates 705489 metres and 682098 metres.
34. Thence East-southeasterly for approximately 308 metres to the intersection of false coordinates 705793 metres and 682052 metres.



35. Thence South-southeasterly for approximately 739 metres to the intersection of false coordinates 705816 metres and 681313 metres.
36. Thence Westerly for approximately 582 metres to the intersection of false coordinates 705234 metres and 681305 metres.
37. Thence Northwesterly for approximately 165 metres to the intersection of false coordinates 705107 metres and 681411 metres.
38. Thence Northwesterly for approximately 1543 metres to the intersection of false coordinates 703598 metres and 681730 metres.
39. Thence North-northwesterly for approximately 1245 metres to the intersection of false coordinates 703392 metres and 682958 metres.
40. Thence Northerly along the road from Caledonia to Madras for approximately 629 metres to the intersection of false coordinates 703241 metres and 683470 metres.
41. Thence Northwesterly for approximately 245 metres to the intersection of false coordinates 703059 metres and 683648 metres.
42. Thence West-southwesterly for approximately 1041 metres to the intersection of false coordinates 702018 metres and 683639 metres.
43. Thence Southwesterly for approximately 1644 metres to the intersection of false coordinates 700450 metres and 683157 metres.
44. Thence West-northwesterly for approximately 914 metres to the intersection of false coordinates 699540 metres and 683226 metres.
45. Thence West-northwesterly for approximately 914 metres to the intersection of false coordinates 699540 metres and 683226 metres.
46. Thence Northwesterly for approximately 2192 metres to the intersection of false coordinates 696123 metres and 685309 metres.
47. Thence Northerly for approximately 2508 metres to the intersection of false coordinates 696109 metres and 687817 metres.
48. Thence North-northeasterly for approximately 711 metres to the intersection of false coordinates 696382 metres and 688451 metres.
49. Thence North-northwesterly for approximately 859 metres to the intersection of false coordinates 696101 metres and 689262 metres.
50. Thence North for approximately 1623 metres to the intersection of false coordinates 696168 metres and 690978 metres.
51. Thence Northwesterly for approximately 3310 metres to the intersection of false coordinates 698405 metres and 693088 metres, and back to the starting point - Location Beacon.





0 0.5 1 2 3 4  
Kilometers

THIS IS THE PLAN OR  
DIAGRAM REFERRED TO IN  
THE ANNEXED  
AUG 24 2018  
COMMISSIONER OF MINES

**Legend**  
SML173



---

**PLAN**