

FORM B4

OFFICE USE ONLY

I 154246 L

27 Jun, 2002 16:11:06 Midland



QCLT 3080 472

QCLT 3080 473

QCLT 3080 474

LODGED BY

CROWN TITLE CREATION

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY

ADDRESS

PHONE No.
FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

Empty box for instructions

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

LETTERS SENT TO LESSEE

EXAMINED





ORIGINAL

R 747/82
7932/95
8186/95

WESTERN AUSTRALIA

LAND ACT 1933

ALUMINA REFINERY (WORSLEY) AGREEMENT ACT 1973

83/1982

LEASE.

REGISTRATION FEE PAID

SOUTH WEST DIVISION

LEASE NO. 3116/8072

WELLINGTON LOCATIONS
5315, 5316 AND 5317

ELIZABETH THE SECOND by the Grace of God Queen of Australia and Her other Realms and Territories, Head of the Commonwealth To all to whom these presents shall come, GREETING Know ye that whereas:

- (a) by Section 116 of the Land Act, power is given to the Governor in Council of Our State of Western Australia to grant leases of Crown Land to any person for any of the purposes therein specified or for any other purpose approved by the Governor in Council by notice in the Government Gazette;
- (b) By clause 12 of the Agreement it is provided that in respect to any land leased to the Joint Venturers by the State for any of the purposes of the Agreement the Land Act shall be deemed to be modified (inter alia) by the deletion of the proviso to section 116 and by the inclusion of a power to offer for sale or grant leases or licenses for terms or periods and on such terms and conditions (including renewal rights) and in forms consistent with the provisions of the Agreement in lieu of the terms or periods, the terms and conditions and the forms referred to in the Land Act;
- (c) By virtue of section 4 of the Worsley Act the provisions of clause 12 of the Agreement operated and took effect upon execution of the Agreement as though enacted in the Worsley Act;
- (d) By virtue of assignments contained in a deed dated the Seventh day of February 1980 all the right title interest claim and demand of the Joint Venturers under the Agreement is now owned by the Lessees as tenants in common in the shares hereinafter set out;
- (e) The land described in the Schedule hereto is Crown Land as defined in clause 1 of the Agreement and the Lessees pursuant to sub-clause (1A) (b) of clause 12 of the Agreement have applied for a lease of that land under the Land Act as modified by clause 12 of the Agreement for the

special purposes of construction of red mud ponds and red mud disposal thereon and for ancillary and incidental purposes.

- (f) The Governor in Council by written notice in the Government Gazette has approved the special purposes and the granting of this lease;
- (g) Our Minister for Lands (hereinafter called "the Minister for Lands") has in pursuance of Section 136 of the Land Act (to the extent (if any) to which that Section applies to this lease) allowed directed and approved the granting of this lease.

We of Our especial Grace, and in consideration of the premises, and also in consideration of the rents hereinafter reserved and on the part of the Lessees to be paid and in the exercise of the powers in that behalf given by the Land Act the Worsley Act and the Agreement, do by these presents and to the extent of Our powers in that behalf demise and lease to the Lessees as tenants in common in the following shares that is to say

Reynolds Australia Alumina, Ltd	40%
The Shell Company of Australia Limited	30%
<i>B</i> BHP Minerals Limited (formerly) Dampier Mining Company Limited	20%
Kobe Alumina Associates (Australia) Pty. Limited	10%

the natural surface and so much as is below the natural surface to a depth of 60.96 metres of ALL THAT piece or parcel of land described and delineated in the Schedule hereto with the appurtenances TO HAVE AND TO HOLD the demised premises with all the rights powers and privileges conferred on the Lessees by those Acts and by the Agreement BUT SUBJECT NEVERTHELESS to the covenants agreements obligations powers reservations and conditions contained herein and in the Agreement and to the provisions in the Land Act as are applicable hereto as modified by clause 12 of the Agreement for a term commencing on the ninth day of July 1980 and expiring on the day on which the term of the Mineral Lease or any renewal thereof terminates or is determined but determinable as herein-after provided YIELDING AND PAYING therefor during the said term unto Us, Our heirs and successors, a yearly rent of one peppercorn if and when demanded PROVIDED NEVERTHELESS that all mines of gold, silver, copper, tin or other metals, ore and mineral, or other substances containing metals and all gems and precious stones, coal and all phosphatic substances in and under the demised premises are hereby saved and reserved to Us Our heirs and successors, with full liberty at all times (subject to the Minister reasonably determining that it is not likely the operations of the Lessees under the Agreement will be unduly prejudiced or interfered with assuming the taking by the Lessees of all reasonable steps to avoid the prejudice or interference) for Us Our Heirs and successors or

any person lawfully claiming under or through Us or them to search and dig for and carry away the same and for that purpose enter upon the demised premises or any part thereof PROVIDED FURTHER that all petroleum (as defined in the Petroleum Act 1967) on or below the surface of the demised premises is reserved to Us Our heirs and successors with the right for Us Our heirs and successors or any person claiming under Us or them or lawfully authorised in that behalf to have access to the demised premises for the purpose of searching for and for the operations of obtaining petroleum in and under any part of the demised premises under the provisions of the Petroleum Act, 1967.

1. THE Lessees to the intent that the obligations may continue throughout the term hereby created jointly and severally COVENANT AND AGREE with the Lessor and with the Minister for Lands as follows:-

- (1) THAT the Lessees will pay the rent hereby reserved at the times and in manner aforesaid.
- (2) THAT the Lessees will subject to the Agreement and in particular sub-clauses (5) and (6) of clause 12 thereof duly and punctually pay such rates and taxes in respect of the demised premises as the Lessees are obliged to pay from time to time.
- (3) THAT the Lessees will subject to and in accordance with the provisions of the Agreement the Environmental Review and Management Programme and the proposals submitted to and approved by the Minister pursuant to subclause (4) of Clause 5 of the Agreement commence and diligently proceed with the construction and completion of red mud ponds and a system of monitoring bores to monitor groundwater levels and quality on the demised premises.
- (4) THAT the Lessees will permit the Minister by his agents and servants with or without vehicles plant and equipment at all reasonable times to enter upon and inspect the demised premises for the purpose of ensuring that the Lessees are observing performing and complying with the covenants conditions and obligations contained herein or in the Agreement and on the part of the Lessees to be observed performed and complied with provided that all safety regulations of the Manager shall be observed and complied with by the agents and servants of the Minister and should the Manager nominate an officer to accompany such agents or servants of the Minister then such inspection shall be carried out by the agents or servants accompanied by such officer.
- (5) THAT the Lessees will not use or permit or suffer the demised premises or any part thereof to be used for any purpose other than the construction

and operation thereon of red mud ponds for the storage pending removal for further processing OR refining and the ultimate disposal of red mud and subject to the reasonable requirements of the Minister all other chemical mineral or sanitary effluent and waste (other than rubbish) produced as a result of the operations of the Lessees on the Refinery site and the demised premises (including without limiting the generality of the foregoing sanitary sewage soluble salts calcium sulphate scale defective product fly-ash and bauxite not meeting requisite specifications) and such other substances as may be approved from time to time by the Minister AND for matters ancillary and incidental thereto.

- (6) THAT subject to the Agreement the Lessees will at their own cost in all things comply in all respects with the provisions of all Acts (State or Federal) now or hereafter in force and rules regulations and by-laws made thereunder in respect of or affecting the demised premises or the operation of red mud ponds thereon and will perform discharge and execute all requisitions and works and do and perform all such acts and things upon and to the demised premises or any part thereof as are or may reasonably be required or directed to be executed or done by any competent local or public authority pursuant to any Act (State or Federal) now or hereafter in force;
- (7) THAT the Lessees will at all times during the currency of this lease observe perform and comply with all the covenants agreements conditions provisions and obligations contained or implied in the Agreement the Environmental Review and Management Programme or the proposals submitted to and approved by the Minister pursuant to subclause (4) of the Clause 5 of the Agreement which are on the part of the Lessees to be observed performed and complied with and where such covenants agreements conditions provisions and obligations relate to land which as at the date hereof is dedicated as State forest under the Forests Act 1918 such covenants agreements conditions provisions and obligations of the Agreement shall survive in relation to that land even though such land be excised from State forest.
- (8) THAT the Lessees will not except in accordance with the provisions of the Agreement assign mortgage charge sublet or dispose of the demised premises or any part thereof or procure allow or suffer the demised premises or any part thereof to be assigned mortgaged charged sublet or disposed of for all or any part of the term hereby created.

- (9) THAT the Lessees will pay to the Conservator of Forests (as defined in the Agreement) compensation as defined in sub-clause (3) of clause 16 thereof in respect of any area of forest on the demised premises which as at the date hereof is dedicated as State forest under the Forests Act 1918 which is destroyed by or in connection with the Lessees' operations under the Agreement.
- (10) THAT the Lessees will indemnify and keep indemnified the Lessor and the Minister for Lands and their respective 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 the Lessees pursuant to the Agreement or relating to their operations or arising out of or in connection with the construction maintenance or use by the Lessees or their servants agents contractors or assignees of the Lessees' works or services on the demised premises or the plant apparatus or equipment installed in connection therewith.
- (11) THAT the Lessees will at their own cost and expense provide alternative access to the reasonable satisfaction of the Conservator of Forests (as defined in the Agreement) to through or over all portions of the demised premises which as at the date hereof are dedicated as State forest under the Forests Act 1918 and to through or over which access has been restricted by the actions of the Lessees.
- In determining what is reasonable for the purposes of this sub-clause regard shall be taken of the nature and standard of access existing for the operations of the forests in the vicinity.
- (12) THAT the Lessees will at all times use reasonable endeavours to co-operate with the Conservator of Forests (as defined in the Agreement) in the control of fire and dieback disease on and in areas adjacent to the demised premises.
- (13) THAT the Lessees will erect and maintain adequate fences and/or warning signs in areas of the demised premises which as at the date hereof are dedicated as State Forest under the Forests Act 1918 and on or adjacent to which the Lessees have created a hazard to persons using those areas.
- (14) THAT as soon as reasonably practicable after any part of the red mud ponds constructed on the demised premises become no longer required for the disposal of red mud or other permitted effluent and waste the lessees will:
- (a) grade and contour such part or parts to establish proper drainage and to enhance the visual appearance thereof;

- (b) apply top soil and treat the surface thereof; and
- (c) plant and maintain until self-sufficient appropriate vegetation thereon in consultation with the Conservator of Forests.

PROVIDED THAT during the term hereof the red mud shall remain the property of the Lessees who shall be free from time to time and as many times as the Lessees shall desire to remove and or reprocess the same BUT following the completion of any phase of such removal and/or re-processing in respect of any part of the red mud pond the Lessees shall rehabilitate the same as mentioned in paragraphs (a) (b) and (c) of this sub-clause.

- (15) THAT the Lessees will upon the expiration or sooner determination of the term of this lease yield up the demised premises in such state of repair condition order and preservation as shall be in strict accordance with the Lessees' covenants and obligations contained herein and in the Agreement.

2. The Lessor and the Minister for Lands hereby jointly and severally COVENANT with the Lessees that the Lessees duly paying the rent hereby reserved and duly and punctually performing and observing all and singular the covenants agreements and obligations herein contained expressly or by implication and on the part of the Lessees to be performed and observed may so far as the Lessor in right of the State is legally empowered in that behalf and subject to the terms and conditions hereof peaceably and quietly hold and enjoy the demised premises during the term of this lease without interruption by the Lessor in right of the State or any person claiming through for or in trust for the Lessor in right of the State.

3. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED by and between the Lessor the Minister for Lands and the Lessees as follows:-

- (1) THAT subject to the Agreement all rights in the demised premises (other than those expressly or impliedly granted under this lease) are reserved to the Lessor and the Minister for Lands.
- (2) SO far as practical and without imposing any burden or liability on the Lessees in respect of the making up or maintenance of the same and subject to the provisions of the Agreement and in particular sub-clause (7) of clause 12 thereof it shall be lawful at all times for the Lessor to create or grant roads rights of way and easements with or without dominant tenements in or over the demised premises and further the Lessees hereby consent and agree to grant to the State Energy Commission of Western Australia (hereinafter called "the Commission") rights-of-way and easements with or without dominant tenements for the Commission and its servants

agents and contractors and other persons authorised by the Commission to erect and maintain on that part of the demised premises shown on the plan annexed hereto such poles wires and apparatus as the Commission deems appropriate for the transmission of electrical power across the demised premises together with a right in the Commission its servants agents and contractors and other persons authorised by the Commission to pass and repass with or without vehicles and machinery over that part of the demised premises shown on the plan for the purpose of installation of such poles wires and apparatus and maintenance thereof.

- (3) THAT any notice or other writing authorised or required by this lease to be given or sent shall be deemed to have been duly given or sent by the Minister for Lands or the Minister if signed as the case requires by the Under Secretary for Lands or the Permanent Head of the Department by and through which for the time being the Minister administers the Worsley Act or other the officer for the time being discharging the duties of either of those offices and forwarded by prepaid post to the Lessees and the Manager at their respective registered offices for the time being in the State and by a Lessee if signed on its behalf by a director manager or secretary of the Lessee or by any person or persons authorised by the Lessee in that behalf or by its solicitors as notified to the Minister from time to time and forwarded by prepaid post to the Minister for Lands and the Minister at their respective offices for the time being in Perth. Any notice or writing sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.
- (4) THAT upon the determination of this lease (which may be determined only by effluxion of time or under or pursuant to the provisions of the Agreement or by surrender) or upon the determination of the Agreement then it shall be lawful for the Lessor (without prejudice to any right of action of any one or more of the parties hereto or the State in respect of any breach non-performance or non-observance or non-compliance with any of the covenants conditions and obligations contained herein and on the part of the Lessees to be performed observed or complied with) to enter into and upon the demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as if this lease had never been executed subject to the obligations of the lessees contained in sub-clause (7) hereof which obligations shall survive the determination of this lease.

- (5) At the expiration or sooner determination of this lease the Lessor shall have the right to require the Lessees to leave on the demised premises such of the buildings erections and other improvements then forming part of the demised premises and constructed or used for the purpose of monitoring or observation of underground water groundwater surface water or the environment whereupon those buildings erections and other improvements together with all fixtures and fittings therein shall be deemed to be the absolute property of the State without compensation and freed and discharged from all mortgages and other encumbrances.
- (6) Subject to the immediately preceding sub-clause (5) the Lessees shall within a period of two (2) years after the expiration or sooner determination of this lease remove from the demised premises all buildings erections and other improvements as the Lessor shall not have previously agreed in writing may be left upon the demised premises and all holes and excavations resulting from such removal shall be filled in and consolidated and all rubbish removed from the demised premises which shall be left in a clean tidy and level state PROVIDED THAT nothing in this sub-clause shall be construed to oblige the Lessees to remove from the demised premises any red mud chemical mineral or sanitary effluent or waste (or other substance as shall have been approved from time to time by the Minister) properly placed on the demised premises in accordance with sub-clause (5) of clause 1 hereof nor to remove any of the structures or improvements forming part of the dams and sealings for the red mud ponds or otherwise lying below ground level and if the buildings erections and other improvements on the demised premises shall not be removed within the period aforesaid such buildings erections and other improvements together with all fixtures and fittings therein shall be deemed to be the absolute property of the State without compensation and freed and discharged from all mortgages and other encumbrances.
- (7) THAT notwithstanding the determination of this Lease the Lessees will remain responsible for the decommissioning and rehabilitation of the red mud ponds and will monitor groundwater levels and quality and surface water flow rate and quality in accordance with the provisions of the Agreement and the Environment Review and Management Programme and the Lessees will continue to indemnify the Lessor and the Minister for Lands in the same terms as are contained in sub-clause (10) of Clause 1 hereof until such time as their responsibilities hereunder are satisfied Provided

always that the Lessor shall at all times provide adequate access to the demised premises to enable the Lessees to comply with their obligations under this sub-clause.

- (8) THIS lease shall be deemed to be made subject to any delays in the performance of obligations and to the temporary suspension of continuing obligations hereunder which may be occasioned by or arise from circumstances beyond the power and control of the party responsible for the performance of such obligations including delays or any such temporary suspension as aforesaid caused by or arising from Act of God force majeure floods storms tempests washaways fire (unless caused by the actual fault or privity of the Lessees) act of war act of public enemies riots civil commotions strikes lockouts stoppages restraint of labour or other similar acts (whether partial or general) shortages of labour or essential materials reasonable failure to secure contractors delays of contractors and delays due to overall Australian economic conditions or factors which could not reasonably have been foreseen and delays due to overall economic conditions in Australia or any other country from which the finance or a substantial portion of the finance required to enable the Lessees to discharge their obligations under this Lease is to be provided or to which a substantial portion of the products of the Lessees or any subsidiary or associated company of any of them is intended by the Lessees or any of them to be sold inability to sell or otherwise dispose of alumina profitably or to prices for the products of the Lessees or any of them or any subsidiary or associated company of any of them falling below profitable levels PROVIDED ALWAYS that the party whose performance of obligations is affected by any of the said causes shall minimise the effect of the said causes as soon as possible after their occurrence.
- (9) ON the happening of any event specified in the sub-clause immediately preceding which in the opinion of the Lessees may delay the performance by the Lessees of an obligation which under this Lease is to be performed by the Lessees within a specified time the Lessees shall promptly give notice to the Minister of such event and likely delay in which case the Minister shall grant such extension of time for the performance of the obligation as shall in all the circumstances be fair and reasonable and in case the Lessees object to the decision of the Minister as to what is a fair and reasonable extension the same shall be referred to arbitration as hereinafter provided.

(10) EXCEPT where otherwise specifically provided in this Lease or in the Agreement any dispute or difference between the parties arising out of or in connection with this lease or any agreed amendment or variation thereof or agreed addition thereto or as to the construction of this lease or any such amendment variation or addition or as to the rights duties or liabilities hereunder of any one or more of the parties hereto or as to any matter to be agreed between the parties shall in default of agreement between the parties and in the absence of any provision in this lease or the Agreement to the contrary be referred to and settled by arbitration under the provisions of the Arbitration Act 1895 but so that this sub-clause shall not apply to any dispute or difference which by reason of the proviso to clause 28 of the Agreement would not under the Agreement be referable to arbitration.

(11) IN this lease unless the contrary intention appears -

"Agreement" means the agreement dated the 22nd day of August 1974

between the Joint Venturers and the State the execution of which by the State was authorised by Section 3 of the Worsley Act as amended by the agreement a copy of which is set out in the Second Schedule to the Worsley Act and includes the Agreement as hereinafter amended from time to time;

"Crown" means the Crown in right of the State of Western Australia;

"demised premises" means the land demised by this lease and the buildings erections and other improvements for the time being thereon;

"Environmental Review and Management Programme" means the detailed environmental review and management programme submitted to and approved by the Minister pursuant to Clause 5A of the Agreement;

"Joint Venturers" means Alwest Pty. Limited a company incorporated in Western Australia having its registered office at 34-36 Stirling Street Perth and Dampier Mining Company Limited a company incorporated in Western Australia having its registered office at 37 St. George's Terrace Perth;

"Lessees" means:

Reynolds Australia Alumina, Ltd a company incorporated in Delaware United States of America and having its registered office in Western Australia at 77 St. George's Terrace Perth;
The Shell Company of Australia Limited a company incorporated

in Victoria and having its registered office in Western Australia at 200 St. George's Terrace Perth; BHP Minerals Limited (formerly Dampier Mining Company Limited) a company incorporated in Western Australia and having its registered office at 37 St. George's Terrace Perth; Kobe Alumina Associates (Australia) Pty. Limited a company incorporated in Western Australia and having its registered office at 200 St. George's Terrace Perth; jointly and each of them severally and the respective successors and assigns of the Lessees;

"Lessor" means Her Majesty Queen Elizabeth The Second Her heirs and successors;

"Manager" means Worsley Alumina Pty. Ltd. a company incorporated in Western Australia and having its registered office at 140 St. George's Terrace Perth or such other company or companies as the Lessees may by notice in writing from time to time inform the Lessor shall be substituted for Worsley Alumina Pty. Ltd.

"Mineral Lease" means the mineral lease referred to in clause 7 of the Agreement and renewals of the mineral lease as in that clause provided;

"Minister" means the Minister in the Government of Western Australia for the time being responsible (under whatsoever title) for the administration of the Worsley Act and the successors in office of the Minister;

"Refinery site" means the premises demised by Crown Lease No. 26/1981;

"State" means the State of Western Australia;

"Worsley Act" means the Alumina Refinery (Worsley) Agreement Act 1973-1978;

Reference in this lease to an Act shall include the amendments to such Act for the time being in force and also any Act passed in substitution therefor or in lieu thereof and the regulations for the time being in force thereunder.

SCHEDULE

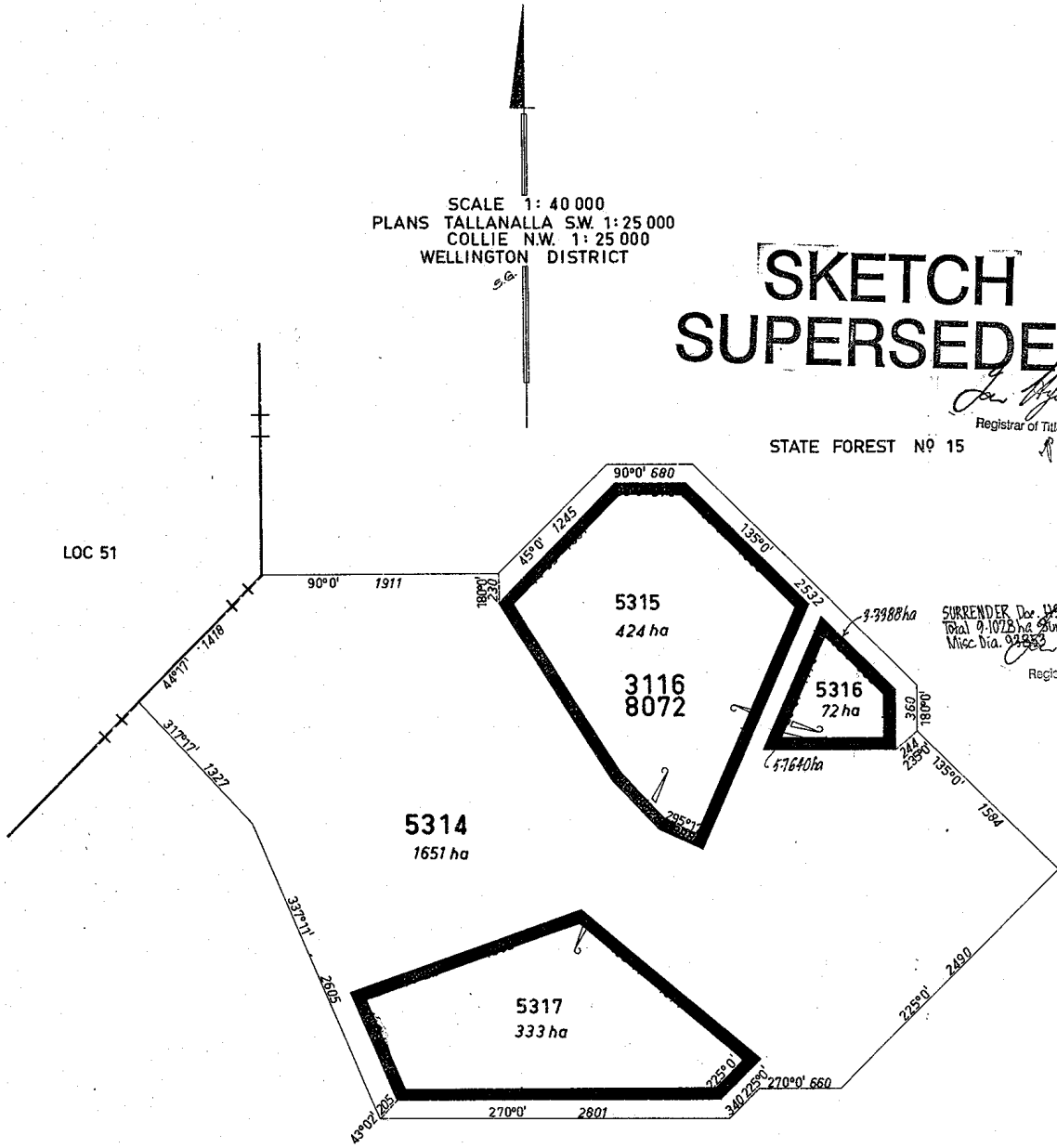
Wellington Locations 5315, 5316 and 5317 and being all those areas defined and delineated on the plan hereinafter contained.

SCALE 1: 40 000
 PLANS TALLANALLA SW. 1: 25 000
 COLLIE N.W. 1: 25 000
 WELLINGTON DISTRICT

SKETCH SUPERSEDED

J. Hyde
 Registrar of Titles
 9.2.2001

STATE FOREST Nº 15



SURRENDER Doc. 13806858
 Total 9.1072 ha Surrendered
 Misc. Dia. 9.8882
J. Hyde
 Registrar of Titles

STATE FOREST Nº 15

That part of the land contained herein as is
 described on Miscellaneous Plan 1986.....
 is land in the DBNGP Corridor (see Act 53 of 1997)
 Dup. C/X not produced



SUBJECT TO SURVEY.

LEASE IS LOCS 5315, 5316, 5317 EXCLUDING LOC 5314.

BHP Minerals
 X *Lee* X

Reynolds
 X *M.H.* X

Shell
 X *JAG* X

Kabe
 X *Em.* X

X *S* X

X *White* X

X *J* X

X *AB* X

X *PLSM* X

IN WITNESS whereof this lease has been executed by or on behalf of the parties hereto this day *nineteenth* of *March* 1982.

THE COMMON SEAL of the MINISTER FOR LANDS was hereunto affixed by me:)

[Redacted signature]

MINISTER FOR LANDS

in the presence of :

[Redacted signature]

WITNESS

CLASSIFIED OFFICER OF THE STATE PUBLIC SERVICE LANDS DEPT., PERTH

THE COMMON SEAL of ^{BHP MINERALS} ~~BAMPIER~~ MINING COMPANY LIMITED was hereunto affixed by authority of the Board of Directors

[Redacted signature] Director

[Redacted signature] Secretary

EXECUTED by the said REYNOLDS AUSTRALIA ALUMINA, LTD. by its duly appointed Attorney, MORTON HANDELMAN in the presence of :

REYNOLDS AUSTRALIA ALUMINA, LTD. By its Attorney:

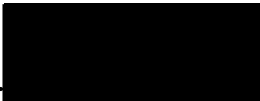
[Redacted signature]

[Redacted signature]

Contract W.A. 6011

Witnessed and attested by: [Redacted signature] WILLIAM MORRIS SHIELDS

THE COMMON SEAL of THE SHELL
COMPANY OF AUSTRALIA LIMITED
was hereunto affixed in
accordance with its Articles
of Association in the
presence of:

 Director

 Authorised Signatory

DOCUMENT No
474


THE COMMON SEAL of
KOBÉ ALUMINA ASSOCIATES
(AUSTRALIA) PTY. LTD. was
hereunto affixed by
authority of the Directors
in the presence of :



 Director

 Secretary

REGISTERED the 22nd day of March 1982
in conformity with Section 81C of Act 56 Victoria No. 14 and
numbered 83/1982


REGISTRAR OF TITLES.



As to the forty undivided one hundredth shares of Reynolds Australia Alumina, Ltd. only
Caveat C469135. Lodged 14.12.1982 at 2.12.0c.

WITHDRAWN



As to the thirty undivided one hundredth shares of The Shell Company of Australia Limited only.

Caveat C469136. Lodged 14.12.1982 at 2.12.0c.

WITHDRAWN



As to the twenty undivided one hundredth shares of BHP Minerals Limited only.

Caveat C469137. Lodged 14.12.1982 at 2.12.0c.

WITHDRAWN



As to the ten undivided one hundredth shares of Kobe Alumina Associates (Australia) Pty. Limited only.

Caveat C469138. Lodged 14.12.1982 at 2.12.0c.

WITHDRAWN



As to the forty undivided one hundredth shares of Reynolds Australia Alumina Ltd. only.

Caveat C469139. Lodged 14.12.1982 at 2.12.0c.

WITHDRAWN



Withdrawal D466998 of Caveat C469137. Lodged 1.5.1987 at 3.24.0c.



Withdrawal D466999 of Caveat C469136. Lodged 1.5.1987 at 3.24.0c.



Withdrawal D467001 of Caveat C469138. Lodged 1.5.1987 at 3.24.0c.



Withdrawal D467009 of Caveat C469135. Lodged 1.5.1987 at 3.24.0c.



Withdrawal D685221 of CAVEAT C469139. LODGED 1.3.1988 at 9.10 hrs.



Transfer E154828 to Reynolds Australia Alumina Ltd. of 8th Floor, 28 The Esplanade, Perth of 20 undivided 40th shares, The Shell Co. of Australia Ltd. of 8th Floor, 200 St. George's Terrace, Perth of 15 undivided 40th shares, Kobe Alumina Associates (Australia) Pty. Ltd. of 7th Floor, 26 St. George's Terrace, Perth of 4 undivided 40th shares and Nissho Iwai Alumina Pty. Ltd. of 7th Floor, 26 St. George's Terrace, Perth of 1 undivided 40th share, as tenants in common. Registered 21st July, 1989 at 12.05 hrs.



As to 12 undivided 40th shares of The Shell Company of Australia Ltd:
Caveat F750486. Lodged 7.12.1994 at 16.00 hrs.

WITHDRAWN



Transfer G76073. 12 undivided 200th shares of The Shell Co. of Australia Ltd. are transferred to Reynolds Australia Alumina Ltd. The registered proprietors are now Reynolds Australia Alumina Ltd. of 8th Floor, 28 The Esplanade, Perth, of 112 undivided 200th shares, The Shell Co. of Australia Ltd. of 8th Floor, 200 St. George's Terrace, Perth, of 63 undivided 200th shares, Kobe Alumina Associates (Australia) Pty Ltd. of 20 undivided 200th shares and Nissho Iwai Alumina Pty Ltd. of 5 undivided 200th shares, both of 7th Floor, 26 St. George's Terrace, Perth, as tenants in common. Registered 12th January, 1996 at 15.45 hrs.



Transfer G190984. 3 undivided 200th shares of The Shell Co. of Australia Ltd. are transferred to Nissho Iwai Alumina Pty. Ltd. The registered proprietors are now Reynolds Australia Alumina Ltd. of 8th Floor, 28 The Esplanade, Perth, of 112 undivided 200th shares, The Shell Co. of Australia Ltd. of 1 Spring Street, Melbourne, Victoria, of 60 undivided 200th shares, Kobe Alumina Associates (Australia) Pty. Ltd. of 7th Floor, 26 St. George's Terrace, Perth, of 20 undivided 200th shares and Nissho Iwai Alumina Pty. Ltd. of 5 Mill Street, Perth, of 8 undivided 200th shares, as tenants in common. Registered 30th May, 1996 at 16.30 hrs.



Withdrawal G488692 of Caveat F750486. Lodged 29.5.97 at 16.02 hrs.

Transfer G488693. The 60 undivided 200th shares of The Shell Company of Australia Ltd. are transferred to Kudu Australia Pty. Ltd. The registered proprietors are now Reynolds Australia Alumina Ltd. of 8th Floor, 28 The Esplanade, Perth of 112 undivided 200th shares, Kudu Australia Pty. Ltd. of 200 Holt Street, Pinkenba, Queensland of 60 undivided 200th shares, Kobe Alumina Associates (Australia) Pty. Ltd. of 7th Floor, 26 St. George's Terrace, Perth of 20 undivided 200th shares and Nissho Iwai Alumina Pty. Ltd. of 5 Mill Street, Perth of 8 undivided 200th shares, as tenants in common. Registered 29th May 1997 at 16.02 hrs.



Application G488784. The correct name of the second proprietor is now Billiton Australia Pty. Ltd. Registered 29th May 1997 at 16.30 hrs.



Surrender H306858 Portions of the within lease coloured green on the map in Surrender H306858 are now surrendered to the State of Western Australia. Registered 13th December 1999 at 8.00 hrs.



Corr. 2722/980 Schedule 200
The area of the within lease has been amended to
1000-3003 ha
Registrar of Titles.

Lease of Crown Land and Amalgamation Order (Leasehold) H545396 Lease amended to include portion of Wellington Location 5953 Designated "D" on Land Administration Miscellaneous Diagram 93853. Registered 7th September 2000 at 9.34 hrs.



Lease of Crown Land and Amalgamation Order (Leasehold) H545397 Lease amended to include portion of Wellington Location 5953 Designated "A" and "B" on Land Administration Miscellaneous Diagram 93853. Registered 7th September 2000 at 9.34 hrs.



Lease of Crown Land and Amalgamation Order (Leasehold) H545398 Lease amended to include portion of Wellington Location 5953 Designated "C" on Land Administration Miscellaneous Diagram 93853. Registered 7th September 2000 at 9.34 hrs.



Transfer H702154 The 60 undivided 200th shares of Billiton Australia Pty. Ltd., are transferred to Billiton Aluminium (Worsley) Pty. Limited. The registered proprietors are now Reynolds Australia Alumina Ltd of 8th Floor, 28 The Esplanade, Perth of 112 undivided 200th shares, Kobe Alumina Associates (Australia) Pty. Ltd. of 7th Floor, 26 St George's Terrace, Perth of 20 undivided 200th shares, Nissho Iwai Alumina Pty. Ltd. of 5 Mill Street, Perth of 8 undivided 200th shares and Billiton Aluminium (Worsley) Pty. Limited of Level 8 Waterfront Place, 1 Eagle Street, Brisbane, Queensland, of 60 undivided 200th shares, as tenants in common. Registered 23rd March 2001 at 16.00 hrs.



Attachment 1 B – ASIC Company Extract

South32 Worsley Alumina is the manager of the Worsley Joint Venture (WJV) – Bauxite Alumina Operations. Responsibility for the WJV is in accordance with the following schedule of participating interests:

- South32 Aluminium (RAA) Pty Ltd (56%);
- South32 Aluminium (Worsley) Pty Ltd (30%);
- Japan Alumina Associates (Australia) Pty Ltd (10%); and
- Sojitz Alumina Pty Ltd (4%).

Current company extracts, purchased from the ASIC website in relation to all WJV partners, is included below.



ASIC

Australian Securities & Investments Commission

Current Company Extract

Name: SOUTH32 WORSLEY ALUMINA PTY LTD

ACN: 008 905 155

Date/Time: 25 May 2022 AEST 05:58:04 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details	Document Number
Current Organisation Details	
Name: SOUTH32 WORSLEY ALUMINA PTY LTD	7E6992013
ACN: 008 905 155	
ABN: 58008905155	
Registered in: Western Australia	
Registration date: 03/12/1979	
Next review date: 03/12/2022	
Name start date: 28/05/2015	
Previous state number: C0785732X	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
Current	
Registered address: Gastaldo Road, ALLANSON WA 6225	
Start date: UNKNOWN	
Principal Place Of Business address: Gastaldo Road, ALLANSON WA 6225	000985355
Start date: 08/03/1991	

Officeholders and Other Roles	Document Number
Director	
Name: [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Born: 25/04/1961, SELANGOR, MALAYSIA	
Appointment date: 16/09/2019	
Name: [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Appointment date: 30/06/2018	
Name: [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Born: 02/08/1969, MOUNT ISA, QLD	
Appointment date: 03/07/2020	
Name: [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Born: 08/04/1967, TOKYO, JAPAN	
Appointment date: 01/04/2021	
Name: [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Lumpur, Malaysia	

Born:	17/02/1992, SELANGOR, MALAYSIA
Appointment date:	01/04/2022
Name:	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Appointment date:	01/04/2022
Name:	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
	AFRICA
Appointment date:	13/10/2020
Alternate Director	
Name:	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Born:	25/12/1972, SAPPORO, JAPAN
Appointment date:	16/09/2019
Name:	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Appointment date:	01/04/2022
Name:	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Appointment date:	01/04/2022
Secretary	
Name:	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Appointment date:	27/08/2021
Appointed Auditor	
Name:	KPMG
Address:	Level 8 235 St Georges Terrace PERTH WA 6000
Start date:	11/07/2003
	7E2799993

Share Information					
Share Structure					
Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY SHARES	10000	10000.00	0.00	000985355
Members					
<p>Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.</p>					

Name: SOUTH32 ALUMINIUM (WORSLEY) PTY LTD
 ACN: 088 336 921
 Address: Level 35, 108 St Georges Terrace, PERTH WA 6000

Class	Number held	Beneficially held	Paid	Document number
ORD	3000	yes	FULLY	7E7438167

Name: SOUTH32 ALUMINIUM (RAA) PTY LTD
 ACN: 095 831 119
 Address: Level 35, 108 St Georges Terrace, PERTH WA 6000

Class	Number held	Beneficially held	Paid	Document number
ORD	5600	yes	FULLY	7E7438167

Name: JAPAN ALUMINA ASSOCIATES (AUSTRALIA) PTY LTD
 ACN: 008 907 524
 Address: Bgc Building Level 5, 28 The Esplanade, PERTH WA 6000

Class	Number held	Beneficially held	Paid	Document number
ORD	1000	yes	FULLY	7EAA58183

Name: SOJITZ ALUMINA PTY LTD
 ACN: 009 309 344
 Address: Bgc Building Level 5, 28 The Esplanade, PERTH WA 6000

Class	Number held	Beneficially held	Paid	Document number
ORD	400	yes	FULLY	7EAA58183

Financial Reports

Balance date	Report due date	AGM due date	Extended AGM due	AGM held date	Outstanding	Document number
31/12/1996					no	012735750
31/12/1997					no	014274250
31/12/1998	30/04/1999			18/03/1999	no	015363616
31/12/1999	30/04/2000				no	016846774

31/12/2000	30/04/2001				no	017102591
31/12/2001	30/04/2002				no	019117316
31/12/2002	30/04/2003				no	018897713
31/12/2003	30/04/2004				no	019905439
31/12/2004	30/04/2005				no	020816436
31/12/2005	31/05/2006				no	022888327
31/12/2006	31/05/2007			23/02/2007	no	023613486
31/12/2007	30/04/2008				no	024645750
31/12/2008	30/04/2009				no	7E2066584
31/12/2009	30/04/2010				no	7E2799993
31/12/2010	30/04/2011				no	7E3619793
31/12/2011	30/04/2012				no	7E4402051
31/12/2012	30/04/2013				no	7E5145707
31/12/2013	30/04/2014				no	7E5966997
31/12/2014	30/04/2015				no	7E6801010

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
26/06/2019	484A1 Change To Company Details Change Officeholder Name Or Address	26/06/2019	2	26/06/2019	7EAM71318
24/09/2019	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	24/09/2019	5	24/09/2019	7EAP67257
25/09/2019	484A1 Change To Company Details Change Officeholder Name Or Address	25/09/2019	2	25/09/2019	7EAP69654
09/12/2019	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	09/12/2019	2	09/12/2019	7EAS05648
03/04/2020	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	03/04/2020	2	03/04/2020	7EAV36683
03/04/2020	484E Change To Company Details Appointment Or Cessation Of A Company	03/04/2020	2	03/04/2020	7EAV36709

	Officeholder				
30/06/2020	484A1 Change To Company Details Change Officeholder Name Or Address	30/06/2020	2	30/06/2020	7EAY05510
09/07/2020	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	09/07/2020	2	09/07/2020	7EAY41471
03/08/2020	484A1 Change To Company Details Change Officeholder Name Or Address	03/08/2020	2	03/08/2020	7EAZ13569
05/10/2020	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	05/10/2020	2	05/10/2020	7EBB05503
05/10/2020	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	05/10/2020	2	05/10/2020	7EBB05523
13/10/2020	484A1 Change To Company Details Change Officeholder Name Or Address	13/10/2020	2	13/10/2020	7EBB29116
20/10/2020	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	06/05/2022	2	20/10/2020	7EBB49984
16/12/2020	492 Request For Correction	17/12/2020	2	16/12/2020	7EBD25274
16/12/2020	492 Request For Correction	17/12/2020	2	16/12/2020	7EBD25294
04/03/2021	902 Supplementary Document	06/05/2022	2	20/10/2020	7EBF29539
20/04/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	20/04/2021	2	20/04/2021	7EBG66980
16/02/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	16/02/2022	2	16/02/2022	7EBP80900
16/02/2022	492 Request For Correction	17/02/2022	2	16/02/2022	7EBP80947
28/04/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	29/04/2022	3	28/04/2022	7EBR90190
29/04/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	29/04/2022	3	29/04/2022	7EBR95008

Note: Where the expression 'Unknown' is shown, the precise date may be available from records taken over on 1 January 1991 and held by ASIC in paper or microfiche.

*****End of Extract of 6 Pages*****



ASIC

Australian Securities & Investments Commission

Current Company Extract

Name: SOUTH32 ALUMINIUM (RAA) PTY LTD

ACN: 095 831 119

Date/Time: 25 May 2022 AEST 05:58:03 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details	Document Number
Current Organisation Details	
Name: SOUTH32 ALUMINIUM (RAA) PTY LTD	7E6994582
ACN: 095 831 119	
ABN: 54095831119	
Registered in: New South Wales	
Registration date: 08/02/2001	
Next review date: 08/02/2023	
Name start date: 29/05/2015	
Previous state number: 9473492	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
Current	
Registered address: Level 35, 108 St Georges Terrace, PERTH WA 6000	7E7375223
Start date: 19/10/2015	
Principal Place Of Business address: Level 35, 108 St Georges Terrace, PERTH WA 6000	7E7375223
Start date: 10/10/2015	
Historical	
Principal Place Of Business address: Level 14 Riverside Centre, 123 Eagle Street, BRISBANE QLD 4000	09583111L
Start date: 01/12/2001	
Cease date: 14/03/2004	

Officeholders and Other Roles	Document Number
Director	
Name: [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Appointment date: 03/03/2020	
Name: [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Appointment date: 30/06/2017	
Name: [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Appointment date: 11/10/2021	
Secretary	
Name: [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Born:	19/06/1975, SUBIACO, WA	
Appointment date:	02/06/2021	
Name:	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
Appointment date:	24/01/2022	
Appointed Auditor		
Name:	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]
Start date:	20/05/2003	
Ultimate Holding Company		
Name:	SOUTH32 LIMITED	7E7028104
ACN:	093 732 597	
ABN:	84093732597	

Share Information**Share Structure**

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD	ORDINARY SHARES	2363184 090	2173160520.53	0.00	7EAU57486

Members

Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

Name: SOUTH32 AUSTRALIA INVESTMENT 3 PTY LTD
ACN: 088 336 976
Address: Level 35, 108 St Georges Terrace, PERTH WA 6000

Class	Number held	Beneficially held	Paid	Document number
ORD	2363184090	yes	FULLY	7EAU57486

Financial Reports

Balance date	Report due date	AGM due date	Extended AGM due	AGM held date	Outstanding	Document number
30/06/2008	31/10/2008				no	7E2130896
30/06/2009	31/10/2009				no	7E2515075
30/06/2010	31/10/2010				no	7E3264608
30/06/2011	31/10/2011				no	7E4057230

30/06/2012	31/10/2012				no	7E4816545
30/06/2013	31/10/2013				no	7E5607271
30/06/2014	31/10/2014				no	7E6442420
30/06/2015	31/10/2015				no	7E7424981
30/06/2016	31/10/2016				no	7E8478120
30/06/2017	31/10/2017				no	7E9603195
30/06/2018	31/10/2018				no	7EAF45900
30/06/2019	31/10/2019				no	7EAQ86921
30/06/2020	31/10/2020				no	7EBB77176
30/06/2021	31/10/2021				no	7EBM75292

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
26/09/2019	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	26/09/2019	2	26/09/2019	7EAP75408
31/10/2019	388H (FR 2019) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	31/10/2019	34	30/06/2019	7EAQ86921
17/12/2019	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	17/12/2019	2	17/12/2019	7EAS35246
18/12/2019	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	18/12/2019	2	18/12/2019	7EAS39874
06/02/2020	484A1 Change To Company Details Change Officeholder Name Or Address	06/02/2020	2	06/02/2020	7EAT57923
09/03/2020	484 Change To Company Details 484O Changes To Share Structure 484I Notification Of Share Cancellation - Capital Reduction 484N Changes To (Members) Share Holdings	09/03/2020	2	09/03/2020	7EAU57486

16/03/2020	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	16/03/2020	2	16/03/2020	7EAU80857
31/07/2020	484A1 Change To Company Details Change Officeholder Name Or Address	31/07/2020	2	31/07/2020	7EAZ10035
29/10/2020	388H (FR 2020) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	29/10/2020	38	30/06/2020	7EBB77176
25/02/2021	484A1 Change To Company Details Change Officeholder Name Or Address	25/02/2021	2	25/02/2021	7EBF06042
12/05/2021	492 Request For Correction	13/05/2021	2	12/05/2021	7EBH34861
10/06/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	10/06/2021	2	10/06/2021	7EBI29535
11/10/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	11/10/2021	2	11/10/2021	7EBM14806
11/10/2021	492 Request For Correction	12/10/2021	2	11/10/2021	7EBM14999
29/10/2021	388H (FR 2021) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	29/10/2021	37	30/06/2021	7EBM75292
01/02/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	01/02/2022	2	01/02/2022	7EBP30861

End of Extract of 4 Pages



ASIC

Australian Securities & Investments Commission

Current Company Extract

Name: SOUTH32 ALUMINIUM (WORSLEY) PTY LTD

ACN: 088 336 921

Date/Time: 25 May 2022 AEST 05:58:05 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details	Document Number
Current Organisation Details	
Name: SOUTH32 ALUMINIUM (WORSLEY) PTY LTD	7E6994444
ACN: 088 336 921	
ABN: 33088336921	
Registered in: Victoria	
Registration date: 29/06/1999	
Next review date: 29/06/2022	
Name start date: 29/05/2015	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
Current	
Registered address: Level 35, 108 St Georges Terrace, PERTH WA 6000	7E7375237
Start date: 19/10/2015	
Principal Place Of Business address: Level 35, 108 St Georges Terrace, PERTH WA 6000	7E7375237
Start date: 10/10/2015	

Officeholders and Other Roles	Document Number
Director	
Name: [REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	
Appointment date: 03/03/2020	
Name: [REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	
Appointment date: 30/06/2017	
Name: [REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	
Appointment date: 11/10/2021	
Secretary	
Name: [REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	
Appointment date: 02/06/2021	
Name: [REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	
Appointment date: 24/01/2022	

30/06/2016	31/10/2016				no	7E8478114
30/06/2017	31/10/2017				no	7E9603104
30/06/2018	31/10/2018				no	7EAF45906
30/06/2019	31/10/2019				no	7EAQ86999
30/06/2020	31/10/2020				no	7EBB77719
30/06/2021	31/10/2021				no	7EBM75458

Documents

Note: Where no Date Processed is shown, the document in question has not been processed. In these instances care should be taken in using information that may be updated by the document when it is processed. Where the Date Processed is shown but there is a zero under No Pages, the document has been processed but a copy is not yet available.

Date received	Form type	Date processed	Number of pages	Effective date	Document number
26/09/2019	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	26/09/2019	2	26/09/2019	7EAP75431
31/10/2019	388H (FR 2019) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	31/10/2019	35	30/06/2019	7EAQ86999
17/12/2019	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	17/12/2019	2	17/12/2019	7EAS35224
18/12/2019	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	18/12/2019	2	18/12/2019	7EAS39911
06/02/2020	484A1 Change To Company Details Change Officeholder Name Or Address	06/02/2020	2	06/02/2020	7EAT57939
17/03/2020	484 Change To Company Details 484E Appointment Or Cessation Of A Company Officeholder 484O Changes To Share Structure 484I Notification Of Share Cancellation - Capital Reduction 484N Changes To (Members) Share Holdings	17/03/2020	3	17/03/2020	7EAU84897
17/03/2020	484 Change To Company Details	17/03/2020	2	17/03/2020	7EAU85208

	484O Changes To Share Structure 484I Notification Of Share Cancellation - Capital Reduction 484N Changes To (Members) Share Holdings				
31/07/2020	484A1 Change To Company Details Change Officeholder Name Or Address	31/07/2020	2	31/07/2020	7EAZ10063
29/10/2020	388H (FR 2020) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	29/10/2020	38	30/06/2020	7EBB77719
12/11/2020	388C Financial Report Financial Report - Supplementary - Company	01/12/2020	36	12/11/2020	7EBC21743
25/02/2021	484A1 Change To Company Details Change Officeholder Name Or Address	25/02/2021	2	25/02/2021	7EBF06108
12/05/2021	492 Request For Correction	13/05/2021	2	12/05/2021	7EBH34883
10/06/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	10/06/2021	2	10/06/2021	7EBI29623
11/10/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	11/10/2021	2	11/10/2021	7EBM15237
29/10/2021	388H (FR 2021) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	29/10/2021	37	30/06/2021	7EBM75458
01/02/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	01/02/2022	2	01/02/2022	7EBP30905

End of Extract of 4 Pages



ASIC

Australian Securities & Investments Commission

Current Company Extract

Name: JAPAN ALUMINA ASSOCIATES (AUSTRALIA) PTY LTD

ACN: 008 907 524

Date/Time: 25 May 2022 AEST 05:58:03 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details	Document Number
Current Organisation Details	
Name: JAPAN ALUMINA ASSOCIATES (AUSTRALIA) PTY LTD	019267726
ACN: 008 907 524	
ABN: 42008907524	
Registered in: Western Australia	
Registration date: 14/01/1980	
Next review date: 14/01/2023	
Name start date: 01/10/2003	
Previous state number: C0786033U	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
Current	
Registered address: Level 5, 28 The Esplanade, PERTH WA 6000	7E7627543
Start date: 26/01/2016	
Principal Place Of Business address: Level 5, 28 The Esplanade, PERTH WA 6000	7E7627543
Start date: 23/12/2015	

Officeholders and Other Roles	Document Number
Director	
Name: [REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	
Appointment date: 01/04/2021	
Name: [REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	
Appointment date: 01/04/2022	
Name: [REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	
Appointment date: 01/04/2022	
Name: [REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	
Appointment date: 01/04/2022	
Alternate Director	

Name:	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Appointment date:	01/04/2022	
Name:	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Appointment date:	01/04/2022	
Secretary		
Name:	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Appointment date:	01/08/1995	
Appointed Auditor		
Name:	KPMG	7E2855943
Address:	235 St Georges Terrace PERTH WA 6000	
Start date:	26/06/2003	

Share Information**Share Structure**

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
B	CLASS B SHARES	16193718	94274750.00	0.00	1F0538501
BR	B CLASS REDEEMABLE PREFERENCE SHARES	17965500	17965500.00	0.00	00890752M
C	CLASS C SHARES	16193718	94274750.00	0.00	1F0538501
CR	C CLASS REDEEMABLE PREFERENCE SHARES	17965500	17965500.00	0.00	00890752M

Members

Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

Name: SOJITZ CORPORATION
Org No.: 108 658 957
Address: 1-1 Uchisaiwaicho 2-chome, Chiyoda-ku, Tokyo 100-8691, Japan

Class	Number held	Beneficially held	Paid	Document number
B	16193718	yes	FULLY	00890752M

Name: SOJITZ CORPORATION
Org No.: 108 658 957
Address: 1-1 Uchisaiwaicho 2-chome, Chiyoda-ku, Tokyo 100-8691, Japan

Class	Number held	Beneficially held	Paid	Document number
BR	17965500	yes	FULLY	00890752M

Name: PRESS METAL BINTULU SDN BHD.
Org No.: 632 485 753
Address: Suite 61 & 62 Setia Avenue, No. 2 Jalan Setia Prima Su 13/s, Setia Alam Seksyen U13, 40170 Shah Alam Selangor De, Malaysia

Class	Number held	Beneficially held	Paid	Document number
C	16193718	yes	FULLY	029506729

Name: PRESS METAL BINTULU SDN BHD.
Org No.: 632 485 753
Address: Suite 61 & 62 Setia Avenue, No. 2 Jalan Setia Prima Su 13/s, Setia Alam Seksyen U13, 40170 Shah Alam Selangor De, Malaysia

Class	Number held	Beneficially held	Paid	Document number
CR	17965500	yes	FULLY	029506729

Financial Reports

Balance date	Report due date	AGM due date	Extended AGM due	AGM held date	Outstanding	Document number
31/12/1996					no	012115413
31/12/1997					no	014374891
31/12/1998	30/04/1999				no	013912660
31/12/1999	30/04/2000				no	016291610
31/12/2000	30/04/2001			09/04/2001	no	016941746
31/12/2001	30/04/2002			21/03/2002	no	018096978
31/12/2002	30/04/2003				no	018902828
31/12/2003	30/04/2004			22/03/2004	no	020023628
31/12/2004	30/04/2005				no	020816450
31/12/2005	31/05/2006				no	022852749

31/12/2006	31/05/2007				no	023647690
31/12/2007	30/04/2008				no	024721327
31/12/2008	30/04/2009				no	7E2220860
31/12/2009	30/04/2010				no	7E2855943
31/12/2010	30/04/2011				no	7E3624849
31/12/2011	30/04/2012				no	7E4406542
31/12/2012	30/04/2013				no	7E5165720
31/12/2013	30/04/2014				no	7E5994202
31/12/2014	30/04/2015				no	7E6866565
31/12/2015	30/04/2016				no	7E7833889
31/12/2016	30/04/2017				no	7E8939293
31/12/2017	30/04/2018				no	8E0039906
31/12/2018	30/04/2019				no	7EAJ70392
31/12/2019	30/04/2020				no	7EAW01295
31/12/2020	30/04/2021				no	7EBG57427
31/12/2021	30/04/2022				no	7EBR56239

Documents

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Date received	Form type	Date processed	Number of pages	Effective date	Document number
26/06/2019	484A1 Change To Company Details Change Officeholder Name Or Address	26/06/2019	2	26/06/2019	7EAM70824
04/10/2019	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	04/10/2019	2	04/10/2019	7EAQ02943
04/10/2019	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	04/10/2019	3	04/10/2019	7EAQ02962
21/04/2020	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	21/04/2020	2	21/04/2020	7EAV80374
28/04/2020	388H (FR 2019) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing	28/04/2020	46	31/12/2019	7EAW01295

	Entity				
30/06/2020	484A1 Change To Company Details Change Officeholder Name Or Address	30/06/2020	2	30/06/2020	7EAY05230
20/10/2020	SGEF Significant Global Entity - Gen Purpose Financial Statement	20/10/2020	44	31/12/2019	7EBB49356
16/04/2021	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	16/04/2021	2	16/04/2021	7EBG57283
16/04/2021	388H (FR 2020) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	16/04/2021	52	31/12/2020	7EBG57427
13/04/2022	388H (FR 2021) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	13/04/2022	51	31/12/2021	7EBR56239
21/04/2022	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	21/04/2022	5	21/04/2022	7EBR74143

End of Extract of 5 Pages



ASIC

Australian Securities & Investments Commission

Current Company Extract

Name: SOJITZ ALUMINA PTY LTD

ACN: 009 309 344

Date/Time: 25 May 2022 AEST 05:58:03 PM

This extract contains information derived from the Australian Securities and Investments Commission's (ASIC) database under section 1274A of the Corporations Act 2001.

Please advise ASIC of any error or omission which you may identify.

EXTRACT

Organisation Details	Document Number
Current Organisation Details	
Name: SOJITZ ALUMINA PTY LTD	020197364
ACN: 009 309 344	
ABN: 59009309344	
Registered in: Western Australia	
Registration date: 03/05/1988	
Next review date: 03/05/2023	
Name start date: 16/04/2004	
Previous state number: C0829662Z	
Status: Registered	
Company type: Australian Proprietary Company	
Class: Limited By Shares	
Subclass: Proprietary Company	

Address Details	Document Number
Current	
Registered address: Level 21, 221 St Georges Terrace, PERTH WA 6000	1E8497807
Start date: 06/07/2012	
Principal Place Of Business address: Level 21, 221 St Georges Terrace, PERTH WA 6000	1E8497807
Start date: 18/06/2012	

Contact Address
Section 146A of the Corporations Act 2001 states 'A contact address is the address to which communications and notices are sent from ASIC to the company'.
Current
Address: GPO BOX 2291, MELBOURNE VIC 3001
Start date: 28/06/2003

Officeholders and Other Roles	Document Number
Director	
Name: [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Appointment date: 01/10/2019	
Name: [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Appointment date: 01/04/2021	
Secretary	
Name: [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
6004	

Born: 25/07/1991, NEW YORK, UNITED STATES
 Appointment date: 01/10/2019

Appointed Auditor

Name: KPMG 027695031
 Address: Level 8 235 St Georges Terrace PERTH WA 6000
 Start date: 31/05/1988

Ultimate Holding Company

Name: SOJITZ RESOURCES (AUSTRALIA) PTY LTD 0E7927916
 ACN: 096 197 518
 ABN: 14096197518

Share Information**Share Structure**

Class	Description	Number issued	Total amount paid	Total amount unpaid	Document number
ORD2	ORDINARY 2	16323926	130307852.74	0.00	029176285

Members

Note: For each class of shares issued by a proprietary company, ASIC records the details of the top twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the top twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

Name: SOJITZ RESOURCES (AUSTRALIA) PTY LTD
 ACN: 096 197 518
 Address: Level 21, 221 St Georges Terrace, PERTH WA 6000

Class	Number held	Beneficially held	Paid	Document number
ORD2	16323926	yes	FULLY	029176285

Financial Reports

Balance date	Report due date	AGM due date	Extended AGM due	AGM held date	Outstanding	Document number
31/12/1995					no	011647181
31/12/1999	30/04/2000				no	015519763
31/12/2000	30/04/2001				no	018243772
31/12/2001	30/04/2002				no	018243771
31/12/2002	30/04/2003				no	019599479
31/12/2003	30/04/2004				no	020839325
31/12/2004	30/04/2005				no	017278720

31/12/2005	31/05/2006				no	022955746
31/12/2006	31/05/2007				no	023657560
31/12/2007	30/04/2008				no	024745482
31/12/2008	30/04/2009				no	024887983
31/12/2009	30/04/2010				no	026491776
31/12/2010	30/04/2011				no	027695031
31/12/2011	30/04/2012				no	027760053
31/03/2013	31/07/2013				no	028682194
31/03/2014	31/07/2014				no	7E6467491
31/03/2015	31/07/2015				no	029254906
31/03/2016	31/07/2016				no	7E8105388
31/03/2017	31/07/2017				no	7E9076093
31/03/2018	31/07/2018				no	7EAA80437
31/03/2019	31/07/2019				no	7EAL89463
31/03/2020	31/07/2020				no	7EAW74479
31/03/2021	31/07/2021				no	7EBH58159

Documents

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Date received	Form type	Date processed	Number of pages	Effective date	Document number
03/06/2019	388H (FR 2019) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	03/06/2019	47	31/03/2019	7EAL89463
07/10/2019	484E Change To Company Details Appointment Or Cessation Of A Company Officeholder	07/10/2019	2	07/10/2019	0EVF46418
12/11/2019	484A1 Change To Company Details Change Officeholder Name Or Address	12/11/2019	2	06/11/2019	0EXP24796
22/05/2020	388H (FR 2020) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	22/05/2020	46	31/03/2020	7EAW74479
01/04/2021	484E Change To Company Details Appointment Or Cessation Of A Company	01/04/2021	2	01/04/2021	5EDJ32474

	Officeholder				
20/05/2021	388H (FR 2021) Financial Report Financial Report - Large Proprietary Company That Is Not A Disclosing Entity	20/05/2021	40	31/03/2021	7EBH58159

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