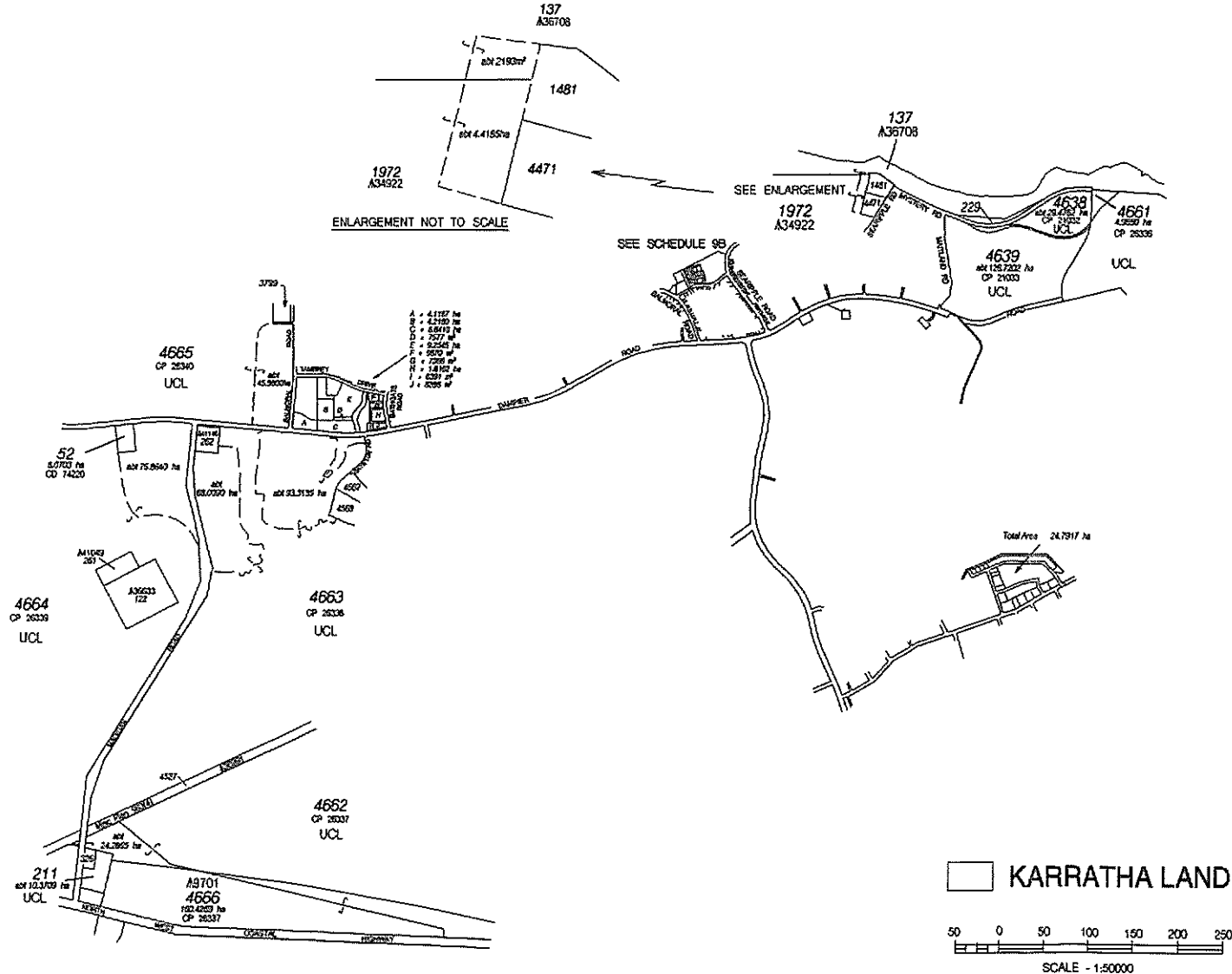


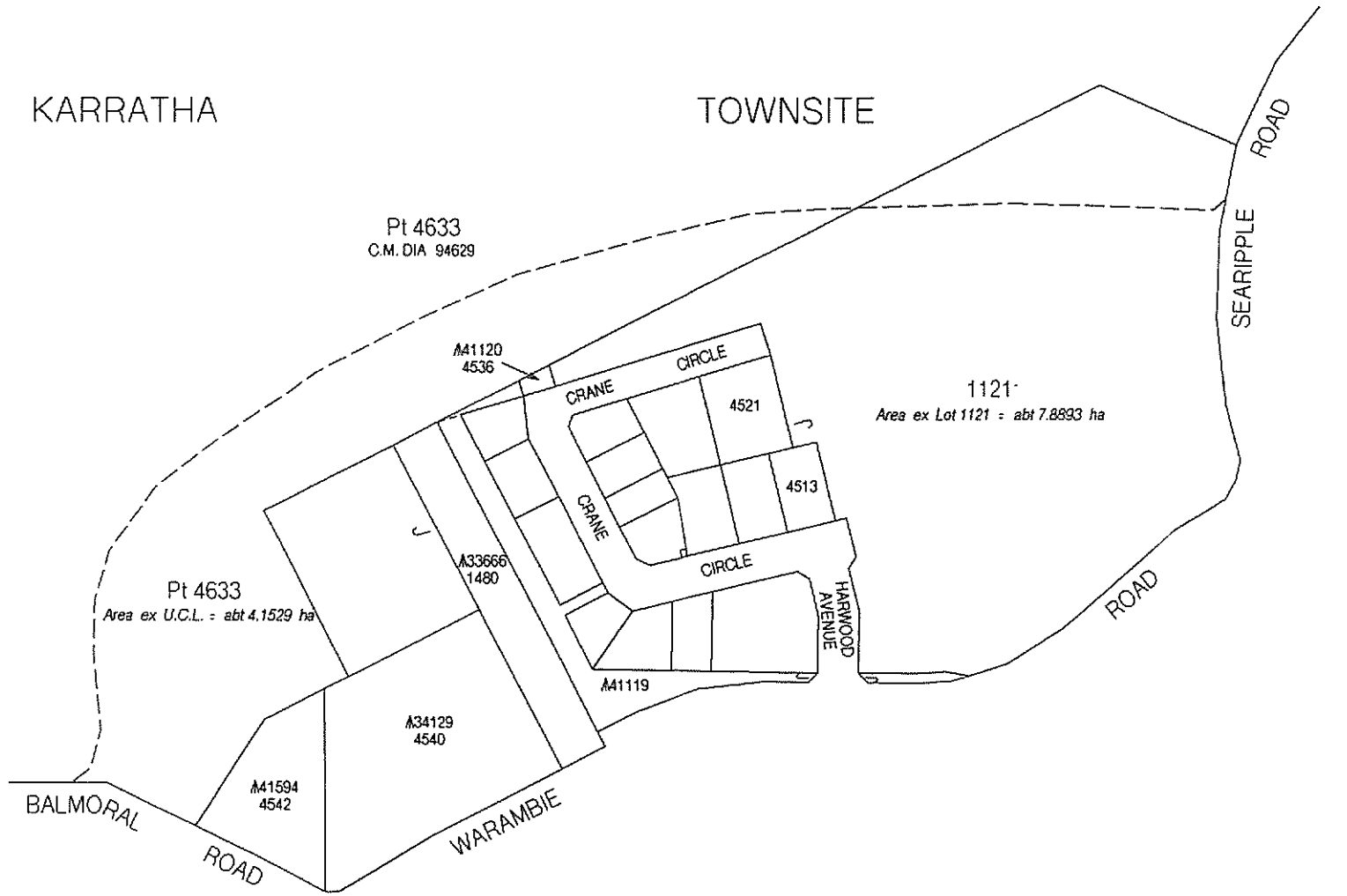
**SCHEDULE 9
KARRATHA LAND**

See following

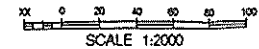
SCHEDULE 9A KARRATHA LAND



SCHEDULE 9B KARRATHA LAND



KARRATHA LAND



REFER TO SCHEDULE 9A FOR LOCATION

**SCHEDULE 10
LEASE**

See following

LEASE

DESCRIPTION OF LAND (Note 1)

[Land Description for Burrup Non-Industrial Land as surveyed under clause 4.4(b) of the Section 31 Agreement.]

EXTENT

Whole

VOLUME

FOLIO

ENCUMBRANCES (Note 2)

Conditions as set out in Transfer. [Other encumbrances as referred to in Section 31 Agreement]

ESTATE AND INTEREST

Fee Simple

LESSOR (Note 3)

LESSEE (Note 4)

STATE OF WESTERN AUSTRALIA

TERM OF LEASE (Note 5)

Ninety-nine (99) years together with an option to renew for a further ninety-nine (99) years

Commencing from the

day of

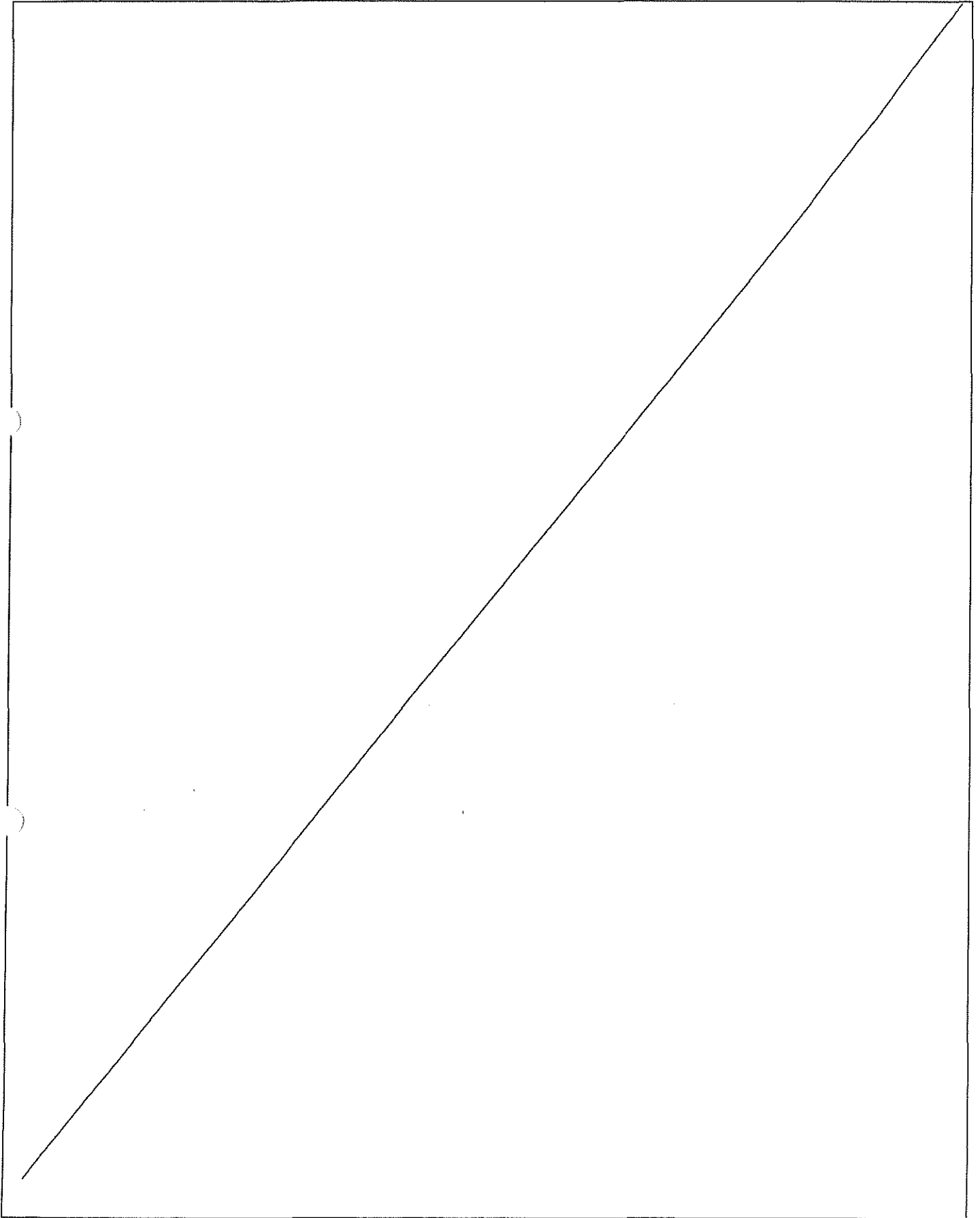
Year

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

for the above term for the clear total rental of (Note 7) one peppercorn payable (Note 8) on demand

subject to the covenants and powers implied under the Transfer of Land Act 1893 as amended (unless hereby negated or modified) and also to the covenants and conditions contained herein.

The following covenants by the lessee are to be construed according to section ninety-four of the Transfer of Land Act 1893 as amended (Note 9)



ATTESTATION SHEET

Dated this _____ day of _____ Year _____

LESSOR/S SIGN HERE (Note 10)

The COMMON SEAL of _____)
was hereunto affixed in the presence of _____)

Director

Director (print)

Director/Secretary

Director/Secretary (print)

LESSEE/S SIGN HERE (Note 10)

IN WITNESS Whereof We have caused Our Trusty and well beloved **HIS EXCELLENCY** the Lieutenant General John Murray Sanderson, Companion of the Order of Australia, Governor of the State of Western Australia to affix to these Presents the Public Seal of the said State.

Sealed this _____ day of _____ two thousand and two

GOVERNOR

MINISTER FOR LANDS

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page ..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production.

NOTES

1. **DESCRIPTION OF LAND**
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. If part, define by recital and/or sketch.
The Volume and Folio number to be stated.
2. **ENCUMBRANCES**
To be identified by nature and number, if none show NIL.
3. **LESSOR**
State full name of the Lessor/Lessors (REGISTERED PROPRIETOR) as shown in certificate of title and the address/addresses to which future notices can be sent.
4. **LESSEE**
State full name of the Lessee/Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy eg Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
5. **TERM OF LEASE**
Must exceed 3 years.
Term to be stated in years, months and days or as the case may be. Commencement date to be stated.
Options to renew to be shown.
6. **RECITE ANY EASEMENTS TO BE CREATED**
Here set forth any Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".
7. State amount in words.
8. State term of payment.
9. Insert any Covenants required.
10. **LESSOR/LESSEE EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

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

4. _____

5. _____ Receiving Clerk

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

EXAMINED

THE LESSOR HEREBY LEASES TO THE LESSEE the Land subject to the Encumbrances for the Term for the clear total rental of one peppercorn payable on demand, and otherwise on and subject to the terms covenants and conditions contained in this Lease and for that purpose the Lessor and the Lessee **COVENANT AND AGREE** as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Lease, unless the context requires otherwise:

Authority means Federal, State or local government, government department, instrumentality or authority, statutory body or agency, Court, tribunal, official acting under any written law, or other public body or authority of any kind.

Covenants means the Deed of Covenant and any other restrictive or positive covenants registered on the certificate of title to the Land from time to time that are consented to by the Lessee.

Deed of Covenant means the Deed of Covenant between the Lessor as registered proprietor of the Land and the Minister for Lands dated on or about the date of this Lease and which is to be registered on the certificate of title to the Land before the registration of this Lease.

Encumbrance means the encumbrances shown in the encumbrances panel on the front page to this Lease.

Further Term means the period of ninety-nine (99) years commencing immediately after the expiry of the initial Term of ninety-nine (99) years.

Improvements means all buildings erections and improvements from time to time erected, constructed or placed on the Land.

Land means the land as described on the front page of this Lease, together with all Improvements.

Lessee means the State described as such in the lessee panel on the front page of this Lease, and its successors in title and permitted assigns.

Lessor means the person described as such in the lessor panel on the front page of this Lease, and the registered proprietor of the Land from time to time.

Management Agreement means the management agreement entered into or established under the *Conservation and Land Management Act 1984* (WA) or any other applicable written law, that applies to the management and use of the Land, as amended, varied or substituted from time to time.

Management Plan means the management plan set out in Schedule 1 to this Lease.

Permitted Use means any or all of the purposes referred to in clause 3.1.

State means the Crown in the right of the State of Western Australia.

Term means the term shown on the front page of this Lease and, when the context so requires, includes any period of holding over, the Further Term, and any other additional renewed or extended term.

TLA means the *Transfer of Land Act 1893* (WA).

written law has the same meaning as in the *Interpretation Act 1984* (WA).

1.2 Interpretation

In this Lease, unless the context requires otherwise:

- (a) a reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this document and references to this document or this Lease include the front page and other parts on the form necessary for registration of this Lease under the TLA and any schedule or annexure;
- (b) a reference to this or any other document includes any variation or replacement of either of them;
- (c) a reference to a written law includes consolidations, amendments, re-enactments or replacements of that written law;
- (d) the singular includes the plural, the plural includes the singular and any gender includes each other gender;
- (e) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (g) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (h) a reference to a person which has ceased to exist or has reconstituted, amalgamated, reconstructed or merged or the functions of which have become exercisable by another person, is a reference to the person established or constituted in its place or by which its functions have become exercisable;
- (i) a reference to a thing includes a reference to the whole or any part of that thing;
- (j) if a word or phrase is defined, cognate words and phrases have a corresponding meaning;
- (k) headings (except in a schedule) are for convenience only and do not affect

the interpretation of this document;

- (l) where a period of time is to be reckoned from a day or act or event, that or the day of that act or event, is excluded;
- (m) a month means a calendar month;
- (n) including is deemed to be followed by the words, but not limited to; and
- (o) party means a party to this Lease.

2. RENT AND OTHER PAYMENTS

2.1 Rent

The clear total rent payable for the grant of this Lease is one peppercorn, which is payable on demand.

2.2 Other Payments

The Lessee is not liable to make any other payments under this Lease or in respect of its use and occupation of the Land under this Lease whatsoever, except as provided elsewhere in this Lease (including clauses 2.3 and 7.2).

2.3 GST

- (a) In this clause 2.3 the following terms have the following meanings:

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any legislation substituted for or amending that Act.

the terms **GST**, **GST law**, **Tax Invoice** and **Taxable Supply** have the respective meanings given to each of those terms in section 195-1 of the GST Act.

- (b) Any amounts payable by the Lessee to the Lessor, under this Lease, are exclusive of GST.
- (c) The Lessee must pay additional to any amounts payable by the Lessee under this Lease, any GST payable by the Lessor in respect of a Taxable Supply made under this Lease, subject to and within thirty (30) days of the provision by the Lessor to the Lessee of a Tax Invoice in the format and form required as set out in the GST law.
- (d) If the Lessor is entitled to any refund or credit for GST paid in respect of a Taxable Supply made under this Lease, and the Lessee paid that GST to the Lessor in the first instance, the Lessor shall pay forthwith to the Lessee an amount equivalent to the GST so refunded or credited.

3. USE OF LAND

3.1 Permitted Use

Subject to clause 3.3, the Lessee may occupy and use the Land for any lawful purpose (including for recreational purposes) that is not inconsistent with the Covenants and the Management Plan, and any other purpose that is incidental, ancillary or beneficial to that purpose.

3.2 Improvements

- (a) The Lessee may construct, erect, demolish, reconstruct, improve or alter Improvements on the Land for or relating to a Permitted Use.
- (b) The Lessee will keep any Improvements on the Land from time to time, in a good and safe state of repair and condition.

3.3 No Dedication to Public Use

The Lessee must take all steps necessary (including closing off the Land or any part of it to the general public at least once a year or by any other means) to ensure that the Land, or any part of it, is not dedicated to the public use at common law, under any written law or in any other manner whatsoever.

3.4 Covenants

In exercising its rights under this Lease, the Lessee must comply with and not breach the Covenants.

4. MANAGEMENT AGREEMENT AND MANAGEMENT PLAN

4.1 Rights under Lease

- (a) The rights and powers of the Lessor and the Lessee under this Lease must be exercised in accordance with the Management Agreement and Management Plan.
- (b) All rights, powers, covenants, obligations and liabilities under this Lease continue even if there is no Management Agreement, Management Plan or both.
- (c) For the avoidance of any doubt, the Management Plan shall still apply, notwithstanding that there may be no Management Agreement.

4.2 Amendment of Management Plan

- (a) The parties agree that the Management Plan may be amended from time to time in accordance with the terms of the Management Agreement, or if there is no Management Agreement then by agreement between the parties.

- (b) If the Management Plan is amended in accordance with the terms of the Management Agreement, or by agreement between the parties in a case where there is no Management Agreement, then the parties agree that:
 - (i) the parties will execute a deed of variation to this Lease, which deed will provide that:
 - (A) the term of this Lease is extended by one day;
 - (B) the amended Management Plan in the schedule to the deed of variation shall replace the Management Plan in Schedule 1 to this Lease; and
 - (C) the deed of variation shall be registered against the certificate of title for the Land under the TLA; and
 - (iii) the parties must do all things reasonably necessary to execute the deed of variation and to give effect to all things contemplated under it.
- (c) For the purposes of this clause 4.2, the Lessor irrevocably appoints, jointly and severally, the Lessee and each person authorised by the Governor of the State from time to time, to be the Lessor's duly appointed agent and attorney to prepare and execute all documents and do all things necessary to give effect to clause 4.2(b) and agrees to ratify and confirm and hereby ratifies and confirms anything done pursuant to this appointment.

5. ASSIGNMENT AND SUBLETTING

5.1 Not without Consent

The Lessee may not assign any of its right, title or interest in the Lease or the Land and may not sublet or part with possession of or the right to possess the whole or any part of the Land, without the Lessor's consent. The Lessor's consent may be given, withheld or given subject to such conditions as the Lessor thinks fit, in the Lessor's absolute discretion.

6. APPOINTMENT OF LESSEE'S REPRESENTATIVE

6.1 Application

This clause 6 only applies while the State is the Lessee.

6.2 Governor may Appoint

- (a) The Governor of the State may, from time to time, nominate, cancel a nomination and make a further nomination of a department of the Government of the State (**Department**) or any other appropriate State Authority (**State Authority**) to be responsible for the administration of this Lease on behalf of the Lessee.

- (b) The Lessor is entitled to rely on all acts matters and things bona fide done by any officer of or in the name of the Department or State Authority so nominated, in relation to the administration of this Lease, until the Lessor is notified that the nomination has been cancelled. This paragraph (b) includes notification by the Department or State Authority of its nomination or cancellation of its nomination.
- (c) This Lease may only be varied or extended by a document executed under the Public Seal of the State, and not by any authority given under this clause 6.2.

7. INDEMNITY

7.1 Assumption of Responsibility

The Lessee agrees to take and be subject to the same responsibilities to which it would be subject in respect of persons and property if, during the Term, it were the owner and occupier of the Land as the though the Lessee were the holder of an estate in fee simple absolute of the Land.

7.2 Lessee's Indemnity

- (a) For the purposes of this clause 7.2, the term Lessor includes any director, officer, member and the agents, servants, employees, contractors, licensees and invitees of the Lessor.
- (b) The Lessee must indemnify and keep indemnified the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be brought, maintained or made against the Lessor:
 - (i) in respect of any loss, injury or damage of or to any kind of property (including the Land and the property of third parties); and
 - (ii) in respect of any death of or injury or illness sustained by any person,

that is directly or indirectly during the Term caused by, arising out of, or in connection with:

- (A) the use or occupation of the Land by the Lessee or any person;
- (B) any work carried out by or on behalf of the Lessee under this Lease;
- (C) the Lessee's activities, operations or other use of the Land of any kind under this Lease;
- (D) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants, obligations or liabilities under this

Lease; or

- (E) any negligent or other tortious act or omission of the Lessee or any of its officers, agents, servants, employees, contractors, licensees and invitees.
- (c) The obligations of the Lessee under this clause 7.2 continue after the expiration of the Term in respect of any act, deed, matter or thing occurring before the expiration of the Term.
- (d) The Lessee's liability to indemnify the Lessor under this clause 7.2 does not arise or apply to the extent that the loss, injury, damage of or to property or death of or injury or illness of any person is caused or contributed to by the negligent or other tortious act or omission of the Lessor.

8. TRANSFER OF LAND ACT

8.1 Registration

This Lease shall be registered under the TLA on the certificate of title to the Land, and the parties will do all things necessary to give effect to this provision.

8.2 Exclusion of Implied Provisions

Such of the implied covenants and powers as might otherwise be implied in this Lease by the TLA do not apply to this Lease and are not implied in this Lease.

9. QUIET ENJOYMENT

9.1 Lessee's Right

Subject to clause 9.2, if the Lessee does not breach the conditions of this Lease, the Lessee may peaceably possess use and occupy the Land during the Term without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming through under or in trust for the Lessor.

9.2 Lessor's Right

- (a) To the extent to which this clause does not derogate from the grant of lease by the Lessor to the Lessee, the Lessor has the right (for itself and its members from time to time) to go onto and use the Land at any time during the Term in accordance with traditional laws and customs acknowledged and observed by the members of the Lessor, in a manner not inconsistent with the Management Plan.
- (b) In the event that clause 9.2(a) derogates from the grant of lease by the Lessor to the Lessee, or is void, voidable by either the Lessor or the Lessee, unenforceable or illegal in accordance with the laws of the State of Western Australia, it shall be read down so as to be valid and enforceable or if it cannot be so read down, the provision shall be severed from this Lease without affecting the validity, legality or enforceability of the remaining

provisions of this Lease which will continue in full force and effect.

10. LESSOR'S COVENANTS

10.1 No Right to Terminate

In consideration of the Lessee accepting the grant of this Lease, the Lessor hereby absolutely and unconditionally waives any right of forfeiture, re-entry or determination of this Lease which but for this clause the Lessor has or may in the future have had under or by virtue of this Lease against the Lessee.

11. EXPIRY OF LEASE

11.1 Notice to Vacate

Unless the Lessor has given the Lessee a notice to vacate at least 12 months prior to the expiry of the Term, the Lessee shall be entitled to continue in occupation of the Land after the expiry of the Term until the expiry of a period of 12 months after the giving of a notice to vacate by the Lessor, such occupation to be free of rent and upon and subject to the same terms, covenants and conditions as are contained in this Lease or such of them as shall then be applicable.

11.2 Holding Over

If the Lessee shall with the express or implied consent of the Lessor continue in occupation of the Land after the expiry of the Term other than pursuant to clause 11.1, or after any period of occupancy pursuant to clause 11.1, the Lessee shall be deemed to be a monthly tenant only free of rent and such tenancy may be determined by one (1) months notice in writing by either party to the other, which may be given at any time, and otherwise shall be subject to the same terms, covenants and conditions as are contained in this Lease or such of them as shall then be applicable.

11.3 Yielding Up

At the expiration of the Term, the Lessee must peaceably surrender and yield up the Land to the Lessor in such state of repair and condition as is consistent with the due performance by the Lessee of its obligations under this Lease, and deliver all keys and other similar locking devices to or for any Improvements to the Lessor.

11.4 Property in Improvements

At the expiration of the Term, all right title and property in the Improvements vests in the Lessor absolutely without any compensation to the Lessee, and the Lessee shall have no right to remove them from the Land on the expiration of the Term.

12. OPTION TO RENEW

12.1 Further Term

If:

- (a) at any time in the ten (10) year period prior to the expiry of the initial Term of ninety-nine (99) years of this Lease, the Lessee gives notice to the Lessor that it wishes to extend the Term of this Lease for the Further Term; and
- (b) at the date of giving the notice under paragraph (a), the Lessee is not in breach of a condition of this Lease, where notice of that breach has been given by the Lessor and has not been remedied or waived,

then the Term of this Lease shall be extended for the Further Term on the same terms, covenants and conditions as are contained in this Lease or such of them as shall then be applicable, except for this clause 12.

13. OPTION TO PURCHASE

In this clause 13:

Option means the option described in clause 13.1.

Lessee's Notice means the notice in clause 13.2(b).

Lessor's Notice means the notice in clause 13.2(a).

Purchase Price means the market value for the Land, as determined by the Valuer General of Western Australia on or around the time of the Lessee's Notice.

13.1 Grant of Option

The Lessor, in consideration of ONE DOLLAR (\$1.00) (payment of which is acknowledged by the Lessor by its signature to this Lease), hereby grants to the Lessee an option to purchase all right, title, estate and interest in the Land (including all improvements on the Land) on the terms and conditions set out in this clause 13.

13.2 Condition of Exercise

- (a) The Lessor must, as soon as possible, give notice to the Lessee that the Lessor desires or intends to sell, assign, transfer, part with possession or otherwise deal with any or all of its rights, title, estate and interests in the Land.
- (b) If the Lessor gives the Lessor's Notice, the Lessee may exercise the Option by giving notice to the Lessor within ninety (90) days after receipt of the Lessor's Notice.
- (c) The Lessee agrees not to exercise the Option except as provided in this clause 13.2.

13.3 Sale and Transfer of Land

If the Lessee exercises the Option, the Lessor must, in consideration of the Lessee paying to the Lessor the Purchase Price, sell and transfer to the Lessee all right, title estate and interest in the Land (including all improvements on the Land) absolutely

free of all encumbrances other than the Covenants and any other encumbrances agreed in writing by the Lessee.

13.4 Settlement

- (a) Settlement of the sale and transfer of the Land under clause 13.3 shall occur at the place nominated by the Lessee, on or before ninety (90) days after the date of the receipt by the Lessor of the Lessee's Notice.
- (b) At settlement:
 - (i) the Lessee must pay the Purchase Price to the Lessor; and
 - (ii) the Lessor must deliver to the Lessee a duly executed transfer in a form that will allow registration of it under the *Transfer of Land Act 1893* and all such other deeds, instruments and documents as the Lessee reasonably requires to complete and fully effect the transfer and conveyance of the Land to the Lessee in accordance with this clause 13.

13.5 Costs and Stamp Duty

Each party shall pay its own legal and other costs incurred in respect of any matter under this clause 13, but the Lessee must pay all stamp duty, if any, payable in respect of the sale and transfer of the Land.

13.6 Option Applies

For the avoidance of any doubt:

- (a) the Lessor's obligation to give the Lessor's Notice; and
- (b) if the Lessor's Notice is given, the Lessee's right to exercise the Option,

arises on each and every occasion that the Lessor desires or intends to sell, assign, transfer, part with possession or otherwise deal with any or all of its rights, title, estate and interests in the Land during the Term.

14. NOTICES

14.1 Notices under this Lease shall be in writing and may be delivered by hand delivery, pre-paid post or facsimile transmission.

14.2 Notice shall be deemed to be received:

- (a) in the case of hand delivery, on delivery to the address of the Party set out below or as otherwise notified from time to time;
- (b) in the case of pre-paid post, three (3) Business Days after posting; and
- (c) in the case of facsimile transmission, upon receipt by the sender of a

transmission form indicating successful transmission of the entire facsimile.

14.3 Notices to be given to:

(a) the Lessor shall be addressed to:

Facsimile No:

(b) the Lessee shall be addressed to:

Facsimile No:

15. GOVERNING LAW

This Lease is governed by the law in force in the State of Western Australia and the parties agree to submit to the non-exclusive jurisdiction of the Courts of Western Australia and the appeal Courts from those Courts.

**SCHEDULE 11
MANAGEMENT AGREEMENT**

THIS AGREEMENT is made the _____ day of _____ 2002

B E T W E E N

THE STATE OF WESTERN AUSTRALIA (State)

AND

THE APPROVED BODY CORPORATE (ABC)

AND

THE EXECUTIVE DIRECTOR of the DEPARTMENT OF CONSERVATION AND LAND MANAGEMENT (Executive Director)

RECITALS

- A. The ABC is the registered proprietor of the Land and lessor of the Land under the Lease.
- B. The State is the lessee of the Land under the Lease.
- C. Under section 16 of the *Conservation and Land Management Act 1984 (WA)*, the Executive Director may enter into agreements with the owner, lessee or licensee of any land for the management of that land by the Department of Conservation and Land Management as a State forest, timber reserve, national park, conservation park or a nature reserve or as part of a marine reserve, or for some other public purpose.
- D. The ABC and the State have agreed by the Lease for the Land to be leased by the ABC to the State, and for the Land to be managed jointly by the ABC and the Department of Conservation and Land Management on the terms and conditions contained in this Agreement.
- E. The members of the ABC aspire to assume sole responsibility for management of the Land in the long term for the Executive Director. The State supports and encourages that aspiration through the management capabilities and experience that will be acquired by the ABC under this Agreement.

THIS AGREEMENT WITNESSES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless the contrary intention appears:

Agreement means this Agreement as may be varied or replaced from time to time.

Authority means Federal, State or local government, government department, instrumentality or authority, statutory body or agency, Court, tribunal, official acting under any written law, or other public body or authority of any kind.

Burrup Non-Industrial Land has the meaning as that term is defined under the Section 31 Agreement.

Business Day means any day not being a Saturday, Sunday or public holiday in Western Australia.

CALM Act means the *Conservation and Land Management Act 1984 (WA)*.

Conservation Commission has the same meaning as in the CALM Act.

Contracting Parties means the persons who are defined as such in the Section 31 Agreement.

Council members means the members of the Management Council from time to time.

Covenants means the Deed of Covenant and any other restrictive or positive covenants registered on the certificate of title to the Land from time to time that are consented to by the State as lessee of the Land.

Deed of Covenant means the Deed of Covenant between the Lessor as registered proprietor of the Land and the Minister for Lands dated on or about the date of this Lease and which is to be registered on the certificate of title to the Land before the registration of this Lease.

Department has the same meaning as in the CALM Act.

Industrial Estate has the meaning given to that term under the Section 31 Agreement.

Land means the Burrup Non-Industrial Land.

Lease means the lease of the Land by the ABC as lessor to the State as lessee made on or about the same date as this Agreement.

local government has the same meaning as in the *Interpretation Act 1984 (WA)*.

Management Council means the Management Council comprised from time to time under clause 6.

Management Plan means the Management Plan current from time to time in respect of the Land under clause 5.

Minister for Environment and Heritage means the Minister for the time being responsible for the administration of the *Conservation and Land Management Act 1984* (WA).

Minister for Indigenous Affairs means the Minister for the time being responsible for the administration of the *Aboriginal Heritage Act 1972* (WA).

Party means a party to this Agreement and **Parties** means all of them.

Section 31 Agreement means a deed entitled Burrup and Maitland Industrial Estates Agreement dated [XX] 2002, entered into by the State of Western Australia, the Contracting Parties and others, which has been adopted by the ABC by deed dated [XX].

Term means the term of this Agreement specified in clause 3.1, as may be extended or renewed from time to time, under clause 3.2.

1.2 Interpretation

In this Agreement, unless the contrary intention appears -

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include corporations;
- (d) references to a person include the legal personal representatives, successors and assigns of that person;
- (e) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (f) references to this Agreement or any other instrument include this Agreement or other instrument as varied or replaced, and notwithstanding any change in the identity of the parties;
- (g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include e-mail and facsimile transmissions;
- (h) an obligation of two or more persons binds them jointly and severally;
- (i) an obligation incurred in favour of two or more persons is enforceable by them jointly and severally;
- (j) if a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (k) references to a person or body which has been reconstituted, amalgamated, reconstructed or merged, or which has ceased to exist and the functions of which have become exercisable by any other person or body in its place, are deemed to refer to the person or body as so reconstituted, amalgamated, reconstructed or merged, or the person or body by which its functions have become exercisable;
- (l) references to this Agreement include its recitals, schedules and annexures (if any);
- (m) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;
- (n) references to time are to local time in Perth, Western Australia;
- (o) where time is to be reckoned from a day or event, that day or the day of that event is to be excluded;
- (p) references to currency are to Australian currency unless stated otherwise;
- (q) no rule of construction applies to the disadvantage of a party on the basis that that party put forward this Agreement or any part of this Agreement;
- (r) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it, and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually; and
- (s) when the day or last day for doing an act is not a Business Day in the place where that act is to be done, then the day or last day for doing the act will be the next following Business Day in the place where that act is to be done.

2. MANAGEMENT OF THE LAND

- 2.1 The ABC and the State agree with the Executive Director that the Land shall be jointly managed by the Department and the ABC via the Management Council established in accordance with this Agreement, but at all times subject to the Covenants, in accordance with this Agreement and the Management Plan.
- 2.2 Throughout the Term the Parties may, by agreement, add to or subtract from the land the subject of this Agreement, provided that at all times the land the subject of this Agreement includes all Land the subject of the Lease.
- 2.3 Throughout the Term the Parties may, by agreement in writing, revise, amend or vary this Agreement or replace this Agreement with a substitute agreement from time to time.
- 2.4 The State, as lessee of the Land, agrees that the Lease and the right to use and occupy the Land and the other rights granted under it may be relied on by any party to this Agreement if and to the extent necessary to give effect to this Agreement and the

Management Plan.

- 2.5 The State, as lessee of the Land, agrees that the ABC and its members have the right to go on to and use the Land in accordance with traditional laws and customs acknowledged and observed by the members of the Approved Body Corporate, in a manner not inconsistent with the Management Plan.
- 2.6 The State, as lessee of the Land, the ABC and the Executive Director will not do anything under this Agreement that would prevent development and use of the land within the Industrial Estate.

3. TERM AND TERMINATION

- 3.1 The Term of this Agreement is the period of ninety nine years (99) years, commencing on the date of commencement of the Lease.
- 3.2 If the Lease is renewed, this Agreement shall be automatically renewed for a further period of ninety-nine (99) years, commencing immediately after the expiry of the initial Term of ninety-nine (99) years.
- 3.3 Where an area of the Land is removed from the operation of this Agreement, this Agreement shall cease to apply in respect of that area of the Land but shall continue to apply in respect of the whole of the remaining area of the Land.
- 3.4 This Agreement may only be terminated by the agreement in writing of the Parties.
- 3.5 The Parties agree that no breach of the terms of this Agreement will give to any other Party the right to terminate or rescind this Agreement, but that Party may exercise any right or remedy otherwise available to in it respect of such breach.

4. MANAGEMENT PRINCIPLES

- 4.1 The ABC and the Executive Director shall jointly manage the Land via the Management Council established for the public purposes set out in the following objectives:
- (a) the preservation and promotion of the Aboriginal cultural and heritage values of the Land;
 - (b) the preservation and promotion of the natural and environmental values of the Land, including indigenous flora and fauna;
 - (c) the preservation and promotion of the archaeological values of the Land;
 - (d) the provision of recreational facilities and facilitation of recreational activities on the Land, including the regulation of public access to the Land to fulfil so much of the demand for recreation by members of the public as is fitting having regard to the matters set out in clauses 4.1(a), (b), (c) and (e);
 - (e) the use of the Land by the ABC and its members from time to time in accordance with traditional laws and customs acknowledged and observed

by the members of the Approved Body Corporate;

- (f) the use of the Land by the ABC and its members from time to time consistent with the matters set out in clauses 4.1(a) to (e);
- (g) employment and training opportunities for the members of the ABC within the Land;
- (h) commercial opportunities for the ABC within the Land;
- (i) the implementation, monitoring, assessment and audit of the effectiveness of the Management Plan; and
- (j) the provision, construction, repair, maintenance and replacement of buildings and infrastructure on the Land for any of the foregoing purposes.

4.2 In managing the Land, the ABC and the Department will consider the need for any or all of the following:

- (a) provision of fencing;
- (b) creation of vehicular tracks and roads, and walking and cycling trails and pathways;
- (c) provision of firebreaks, fire control and carrying out of prescribed burning;
- (d) erection of signage;
- (e) construction of public conveniences and other public facilities;
- (f) weed and feral animal control; and
- (g) restriction or prohibition of access for protection of culturally significant sites, or for safety, cultural or conservation purposes.

5. MANAGEMENT PLAN

5.1 The Parties will use their best endeavours to ensure a Management Plan is current in respect of the Land at all times during the Term.

5.2 The Management Plan must set out how the Land is to be managed for the period of that Management Plan by the ABC and the Department. Without limiting the foregoing, the Management Plan is to deal with the following matters, having regard to any national and international heritage and environmental agreements which bind the State, treaties which bind the State, all laws and Government policies:

- (a) the matters listed in clause 4.1;
- (b) the term of the Management Plan, which may include provisions relating to the renewal or extension of the term;

- (c) the periodical review of the Management Plan;
 - (d) the identification of management strategies relating to the use and management of the Land;
 - (e) the respective management roles of the ABC and the Department in relation to the Land; and
 - (f) such other matters as the ABC and the Executive Director may agree.
- 5.3 The Management Plan must be prepared in consultation with the community, the relevant local government, the Conservation Commission and any other relevant Authorities in a manner similar to that which applies under the CALM Act in respect of management plans prepared under that Act, as determined by the Management Council.
- 5.4 The Management Plan as prepared, completed, finalised and agreed or determined in accordance with the Section 31 Agreement, is the first Management Plan for the purposes of this Agreement.
- 5.5 The Management Plan must be reviewed in accordance with clause 5.6 by the Parties, with the review being initiated before the expiry of ten (10) years from the commencement date of this Agreement or completion of the last review, as the case requires. Until the revised Management Plan or replacement Management Plan is registered on the certificate of title under clause 4.2 of the Lease, the last current Management Plan shall continue to apply.
- 5.6 The Management Plan will be reviewed, and if necessary a revised or a replacement Management Plan will be prepared, in the following manner:
- (a) the Management Council will determine the manner in which the Management Plan will be reviewed, which must include taking into account the views of the relevant local government, the Conservation Commission and any other relevant Authorities as to the manner of the review (including whether or not a formal review should be undertaken); and
 - (b) if the Management Council determines that a formal review of Management Plan is to be undertaken with a view to a revision or replacement of the current Management Plan (**Review**), it will also determine:
 - (i) the appointment of a person to undertake the Review and the terms of that person's appointment;
 - (ii) the terms of reference of the Review;
 - (iii) the period for completion of the Review;
 - (iv) the procedure for the Parties, the relevant local government, relevant Authorities and the community to make submissions on the Review; and

- (v) the procedure for the Parties and any other persons to comment on a draft of the proposed revised or replacement Management Plan.

5.7 The reviewed, revised or replacement Management Plan must be:

- (a) agreed by the Management Council or determined in accordance with clause 6; and
- (b) registered on the certificate of title to the Land pursuant to the Lease.

6. MANAGEMENT COUNCIL

6.1 The management of the Land under this Agreement will be administered by a Management Council, which will comprise:

- (a) three (3) representatives of the Department nominated from time to time by the Executive Director and advised in writing to the ABC (CALM representatives);
- (b) four (4) representatives of the ABC nominated from time to time by the ABC and advised in writing to the Executive Director (ABC representatives);
- (c) one (1) person appointed from time to time by the Minister for Indigenous Affairs; and
- (d) any other persons agreed to be appointed by the ABC and the Executive Director.

6.2 The Management Council shall conduct its business in the following manner:

- (a) the Council members shall elect a chairman from among their number on each anniversary of the commencement date of this Agreement;
- (b) the quorum for a meeting of the Management Council shall be at least two (2) CALM representatives and two (2) ABC representatives;
- (c) each Council member (including any person not a CALM representative nor an ABC representative) shall have one vote and may vote at a meeting of the Management Council in person or by proxy given in writing to the Chairman or any other Council member who is present in person at the meeting;
- (d) if a motion of the Council is circulated in writing to all Council members and all of them agree in writing to that motion, then that is deemed to be a resolution of the Council duly made on the day that the last Council member indicates his or her agreement in writing;
- (e) if, on a vote on a motion, there is one dissenting vote then the motion is lost, subject to clause 6.4(b);

- (f) the Management Council shall meet regularly at such intervals as it considers necessary, but in any event at least three (3) times per year;
- (g) the Council members shall be given at least twenty-one (21) days notice in writing of meetings of the Management Council;
- (h) the Executive Director must convene a meeting of the Management Council within forty-five (45) days after a meeting being called by notice in writing signed by:
 - (i) the Chairman; or
 - (ii) at least three (3) Council members,
 being given to the Executive Director, to consider the business specified in the notice calling the meeting;
- (i) the Management Council shall adopt such rules and procedures as it considers necessary to enable it to carry out its functions under this Agreement, but subject to the provisions of this Agreement;
- (j) the Management Council may invite other persons (not being a Council member) to attend at meetings of the Management Council or to advise it on any matter it thinks fit; and
- (k) the Management Council may appoint committees (comprising Council members and other persons) to investigate, consider, and advise or recommend such matters to the Management Council as it thinks fit.

6.3 The Management Council shall make decisions, in accordance with clause 6.2, that are consistent with the provisions of this Agreement and the Management Plan.

6.4 If:

- (a) there are less than two (2) ABC representatives present at two (2) consecutive meetings of the Management Council, then clause 6.5 applies;
- (b) a motion is lost at three (3) consecutive meetings of the Management Council, but at the last meeting the motion was voted in favour by at least two (2) CALM representatives and three (3) ABC representatives, then the motion is deemed to be carried and to be a resolution of the Management Council duly made; and
- (c) a motion is lost at three (3) consecutive meetings of the Management Council and paragraph (b) does not apply, then clause 6.5 applies.

6.5 If clause 6.4(a) or (c) applies then:

- (a) the business which was proposed to be discussed at the meeting for which there were less than two (2) ABC representatives present; or

- (b) the business which was the subject of the motion which has been lost at the three (3) consecutive meetings,

as the case requires (**Undetermined Business**), shall be referred to the Minister for Environment and Heritage, by either the Executive Director or the ABC.

The Minister for Environment and Heritage shall, in consultation with the Minister for Indigenous Affairs, in respect of the Undetermined Business:

- (c) decide as to how the Undetermined Business is to be determined;
- (d) make a determination on the Undetermined Business; or
- (e) a combination of both paragraphs (c) and (d).

A determination of the Undetermined Business by the Minister for the Environment and Heritage shall be final and binding on the Management Council and the Parties.

6.6 The Management Council will inspect the accounts relating to the expenditure of funds provided under the Section 31 Agreement and thereafter.

6.7 The Department shall provide administrative and secretarial support for the Management Council.

6.8 For the period covered by the Section 31 Agreement, funding support shall be provided by the State, through the Department or any other relevant department, under the Section 31 Agreement, for:

- (a) the joint management of the Land under this Agreement (including by implementation of the Management Plan);
- (b) the provision of resources, including suitably qualified Departmental staff and trainees;
- (c) the provision of the Burrup Non-Industrial Land Buildings and Burrup Non-Industrial Land Infrastructure, as those terms are defined in the Section 31 Agreement;
- (d) the administration and operation of the Management Council; and
- (e) the costs of Council members attending meetings of the Management Council and meeting attendance fees for the Council members as determined by the Minister for Environment and Heritage.

The Parties will review the administrative and funding arrangements at five (5) yearly intervals or at such other times agreed by the Parties.

6.9 If the first Management Plan has not been completed, finalised and agreed or determined in accordance with the Section 31 Agreement before the commencement of this Agreement, the Management Council will manage the Land in accordance with the other applicable provisions of this Agreement (including clause 4.1) and any

interim management guidelines determined by the Management Council.

7. INDEMNITY

7.1 The State agrees to indemnify and keep indemnified the ABC against all proceedings actions suits claims demands costs and losses (**Losses**) suffered or incurred by the ABC to the extent such Losses are incurred by the ABC or any of its employees, agents or contractors, as a result of the negligent or other tortious act or omission of the State, the Executive Director or any of either of their officers, employees, agents, or contractors in the purported exercise of its or their rights or obligations under this Management Agreement or the Management Plan.

7.2 The ABC agrees to indemnify and keep indemnified the State and the Executive Director against all proceedings actions suits claims demands costs and losses (**Losses**) suffered or incurred by the State or the Executive Director or both of them to the extent such Losses are incurred by the State or the Executive Director or both of them or any of either of their employees, agents or contractors, as a result of the negligent or other tortious act or omission of the ABC or any of its officers, employees, agents, or contractors in the purported exercise of its or their rights or obligations under this Management Agreement or the Management Plan.

8. NOTICES

8.1 Notices under this Agreement shall be in writing and may be delivered by hand delivery, pre-paid post or facsimile transmission.

8.2 Notice shall be deemed to be received:

(a) in the case of hand delivery, on delivery to the address of the Party set out below or as otherwise notified from time to time;

(b) in the case of pre-paid post, three (3) Business Days after posting; and

(c) in the case of facsimile transmission, upon receipt by the sender of a transmission form indicating successful transmission of the entire facsimile.

8.3 Notices to be given to:

(a) the State shall be addressed to:

Facsimile No:

(b) the ABC shall be addressed to:

Facsimile No:

(c) the Executive Director shall be addressed to:

Facsimile No:

9. NO PARTNERSHIP ETC

Nothing in this Agreement shall be taken to constitute a partnership, agency, joint venture or any other form of legal relationship between the Parties by which the ABC may bind the other Parties or the ABC may be bound by the other Parties to contracts, agreements, deeds or any other document creating binding legal obligations. Without limiting the foregoing, neither the ABC nor the other Parties may enter into any employment contract or contract for the provision of works, materials or services on or in respect of the Land purporting to bind the other Parties or the ABC respectively.

10. GOVERNING LAW

This Agreement is governed by the law in force in the State of Western Australia and the Parties agree to submit to the non-exclusive jurisdiction of the Courts of Western Australia and the appeal Courts from those Courts.

This Agreement was executed by the parties on the date first hereinbefore appearing.

Signed for and on behalf of the)
STATE OF WESTERN AUSTRALIA)
by)
)

THE COMMON SEAL of)
[THE ABC] was)
hereunto affixed by)
in the presence of :)
)

THE COMMON SEAL of)
THE EXECUTIVE DIRECTOR of the)
DEPARTMENT of CONSERVATION)
AND LAND MANAGEMENT was)
hereunto affixed by)
in the presence of :)
)

time to time.

Covenant means the covenant set out in clause 2 of this deed, as amended, varied or supplemented by a modification registered on the certificate of title from time to time.

LAA means the *Land Administration Act 1997* (WA), as amended from time to time.

Land means the [XXX insert technical land description for Burrup Non-Industrial Land].

Section 31 Agreement means a deed entitled Burrup and Maitland Industrial Estates Agreement dated [XX] 2002, entered into by the State of Western Australia, the Contracting Parties and others, which has been adopted by the Transferee by deed dated [XX].

written law has the same meaning as that term is defined in the *Interpretation Act 1984* (WA).

1.2 Interpretation

In this deed, unless the context requires otherwise:

- (a) a reference to a clause is a reference to a clause of this deed;
- (b) a reference to a written law includes consolidations, amendments, re-enactments or replacements of that written law;
- (c) the singular includes the plural, the plural includes the singular and any gender includes each other gender;
- (d) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (e) a reference to a person which has ceased to exist or has reconstituted, amalgamated, reconstructed or merged or the functions of which have become exercisable by another person, is a reference to the person established or constituted in its place or by which its functions have become exercisable;
- (f) a reference to a thing includes a reference to the whole or any part of that thing;
- (g) if a word or phrase is defined, cognate words and phrases have a corresponding meaning;
- (h) headings are for convenience only and do not affect the interpretation of this deed;
- (i) the word **including** is deemed to be followed by the words, **but not limited to**.

2. Covenant

2.1 No Building on Coastal Strip

Pursuant to section 15 of the LAA, the Covenantor covenants, in favour of the Covenantee, that where a part of the boundary of the Land is defined by the High Water Mark, no building may occur on the Land between the High Water Mark and:

- (a) where the coastline is rocky coastline – the line being 100 metres inland from the cliff line occurring nearest that boundary; or
- (b) where the coastline is sandy coastline – the line being 150 metres inland from the High Water Mark nearest that boundary,

except for recreational purposes, which may include the construction, operation and maintenance of roads, carparks, and low impact public facilities such as showers, toilets, shaded picnic tables and boat ramps.

For the purposes of this clause 2.2, **High Water Mark** has the same meaning as that term is defined in the LAA.

3. Registration of this Deed

- (a) This deed must be registered against the certificate of title for the Land, and the Covenantor consents to that registration.
- (b) The Covenantor acknowledges and agrees that the Covenant runs with and binds the Land pursuant to section 15(6)(c) of the LAA.
- (c) The Covenantor acknowledges and agrees that the Covenant is enforceable against the Covenantor and its successors in title.

4. Notices

[XXX]

5. General Provisions

- (a) If a Court determines that a word, phrase, sentence, paragraph or clause in this deed is unenforceable, illegal or void, then it shall be severed and the other provisions of this deed shall remain operative.
- (b) This deed shall be construed and interpreted in accordance with the laws of Western Australia. The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia and appeal Courts from those Courts.

6. Further Assurances

The parties will do all things and execute all further documents necessary to enable this deed and any modifications of it to be registered on the certificate of title to the Land, and to give full effect to this deed and all transactions contemplated under it.

Executed by the parties as a Deed.

The COMMON SEAL of [THE ABC])
was hereto affixed by)
in the presence of:)
)

Director

Director/Secretary

Name of Director (print)

Name of Director/Secretary (print)

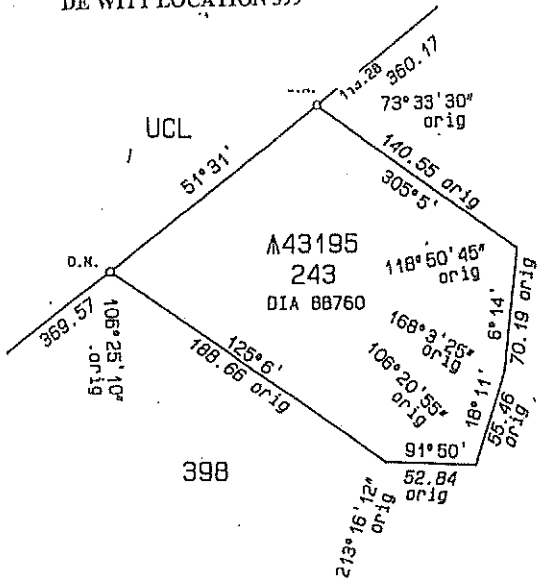
The COMMON SEAL of the Minister for)
Lands was hereto affixed by)
in the presence of:)
)

Witness

**SCHEDULE 13
DE WITT LOCATION 399**

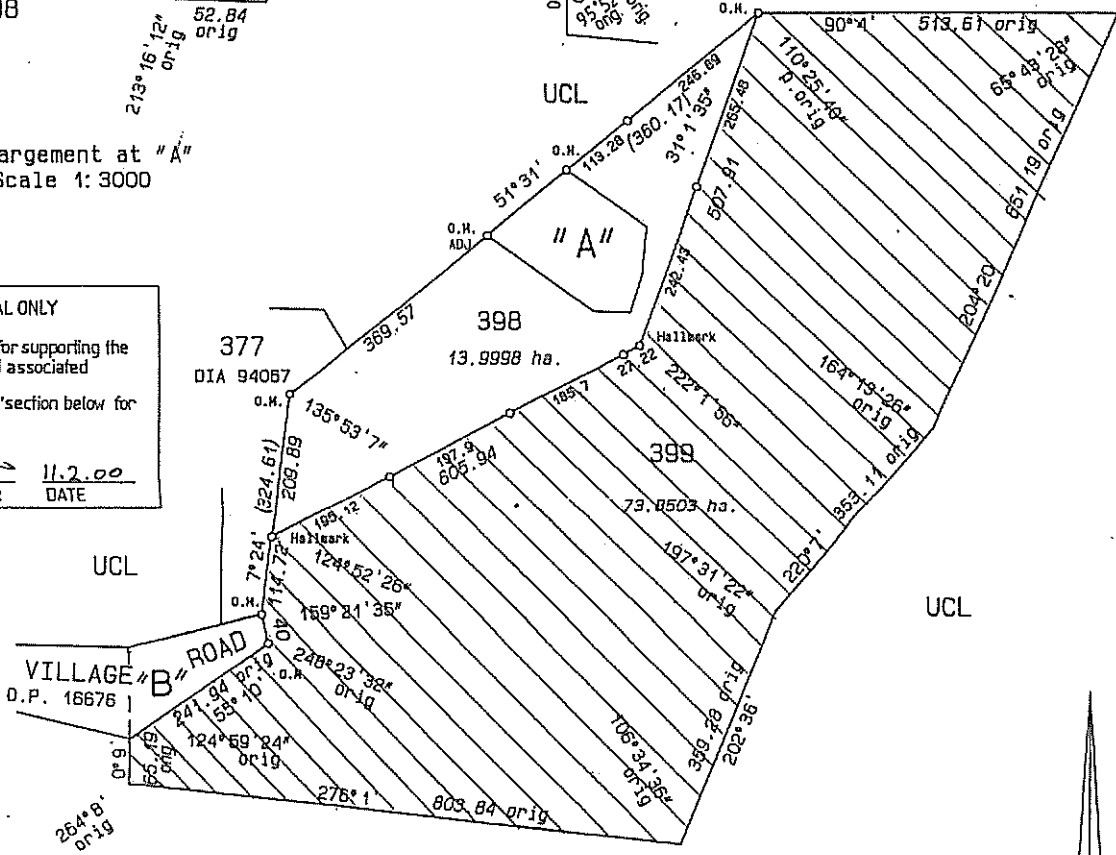
See following

SCHEDULE 13
DE WITT LOCATION 399



Enlargement at "A"
Scale 1:3000

STAGED APPROVAL ONLY
This plan / diagram is suitable for supporting the registration of Crown Titles and associated interests refer to "In Order for Dealings" section below for conditions of full approval.
B. J. ... 11.2.00
UTORIZED LAND OFFICER DATE



DE WITT LOCATION
399



INTERMEDIATE MARKING OVER 250 METRES

DISTRICT DE WITT	LOCATIONS 398, 399 & ROAD		FILE 1680/997 V3
TOWNSITE			SCALE 1:7500 ALL DISTANCES ARE IN METRES
SURVEYOR'S CERTIFICATE - (REG 54) I.R. MULHOLLAND hereby certify that this plan is a correct representation of the survey and calculations from measurements recorded in field book lodged for the purposes of this plan and that it complies with the relevant legislation in relation to which it is lodged. <i>AP Mulholland</i> 5/5/99 Licensed Surveyor Date	LOCAL AUTHORITY SHIRE OF ROEBOURNE LOCALITY BURRUP PENINSULA PUBLIC PLAN(S) BH65 (10) 5.8	APPROVED BY WESTERN AUSTRALIAN PLANNING COMMISSION FILE EXEMPT FROM SECTION 27(5) L.A.A. 1997 FOR CHAIRMAN DATE	IN ORDER FOR DEALINGS SUBJECT TO <i>Taking</i> FOR AUTHORIZED LAND OFFICER DATE 1-6-99
	SURVEY INDEX PLAN(S) BH65 (10) 5.8 FIELD BOOK 79217 PAGE 1-2 AZIMUTH FROM DIAGRAM 94065	TYPE OF VALIDATION FULL AUDIT DATE 1-6-99 LEGAL COMPONENT HB DATE 1-6-99 CERTIFIED CORRECT <i>du</i> DATE 1-6-99 EARLY ISSUE F.S.C. No. <input type="checkbox"/> Lodged DATE 14.5.99	APPROVED (REG 26A) AUTHORIZED LAND OFFICER DATE LAND ADMINISTRATION ACT DIAGRAM 94276

SIGNED BY THE PARTIES AS A DEED

SIGNED for and on behalf of **THE STATE**)
OF WESTERN AUSTRALIA by the)
PREMIER, the Hon Dr GEOFFREY IAN)
GALLOP, MLA, in the presence of:)

HON DR GEOFFREY IAN GALLOP, MLA
PREMIER

) _____
Signature of witness

Name of witness (block letters)

Address of witness

Occupation of witness

) The **COMMON SEAL** of the **WESTERN**)
AUSTRALIAN LAND AUTHORITY was)
hereunto affixed in with the authority of its)
Board in the presence of:)

CHIEF EXECUTIVE OFFICER

BOARD MEMBER

Name (printed)

Name (printed)

SIGNED BY THE NGARLUMA YINJIBARNDI NATIVE TITLE PARTY

By executing this deed the signatories represented warrant that they are authorised to execute this deed on behalf of the Native Title Party and all persons included in the native title claim group.

Executed by **DAVID DANIEL** for and on)
behalf of the Native Title Party in the)
presence of:)

Josephine Samson
Signature of witness

JOSEPHINE SAMSON
Name of witness (block letters)

David Daniel
DAVID DANIEL
witness Josephine

WAKAHTUWI Community
VIA TOM PRICE W.A. 6751
Address of witness

C. D. E. P. WORKER
Occupation of witness

Executed by **DAISY MOSES** for and on)
behalf of the Native Title Party in the)
presence of:)

[Signature]
Signature of witness

[Mark]
mark of **DAISY MOSES**

FRANCES PLANAWAN
Name of witness (block letters)

44/99 WELLINGTON ST PERTH
Address of witness

LAWYER
Occupation of witness

Executed by **DAVID WALKER** for and on)
behalf of the Native Title Party in the)
presence of:)

Signature of witness

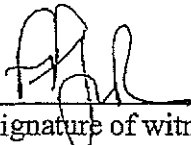
DAVID WALKER

Name of witness (block letters)

Address of witness

Occupation of witness

Executed by **ROGER BARKER** for and on)
behalf of the Native Title Party in the)
presence of:)



Signature of witness



ROGER BARKER

FRANCES PLANALAN

Name of witness (block letters)

46/99 WELLINGTON ST PERTH

Address of witness

LAWYER

Occupation of witness

Executed by **JILL CHURNSIDE** for and on)
behalf of the Native Title Party in the)
presence of:)

Helen Lawrence

Signature of witness

Jill Churnside
JILL CHURNSIDE

Helen Lawrence

Name of witness (block letters)

133 Derby Rd, Stenton Park

Address of witness

Lawyer

Occupation of witness

Executed by **TREVOR SOLOMON** for and on)
behalf of the Native Title Party in the)
presence of:)

FRAN

Signature of witness

Trevor Solomon

TREVOR SOLOMON

FRANZES FLANAHAN

Name of witness (block letters)

46/99 WELLINGTON ST PERTH

Address of witness

LAWYER

Occupation of witness

Executed by **LES HICKS** for and on)
behalf of the Native Title Party in the)
presence of:)

Josephine Samson

Signature of witness

Leslie R Hicks
LES HICKS

JOSEPHINE SAMSON

Name of witness (block letters)

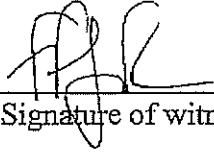
WAKATHUNI COMMUNITY VIA

Address of witness

TOM PRICE W.A. 6751

Occupation of witness

Executed by **BRUCE MONADEE** for and on)
behalf of the Native Title Party in the)
presence of:)



Signature of witness

FRANCIS FLANAGAN

Name of witness (block letters)

46/99 WELLINGTON ST PERTH

Address of witness

LAWYER

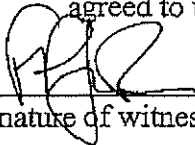
Occupation of witness

Bruce Monadee
mark of **BRUCE MONADEE**

Executed by **WOODLEY KING** for and on)
behalf of the Native Title Party in the)
presence of:)

Bruce Woodley who attests that:

- (1) the material terms of this deed were read aloud to Woodley King;
- (2) Woodley King seemed to understand the material terms of the deed; and
- (3) Woodley King signified that he agreed to the deed.



Signature of witness

FRANCIS FLANAGAN

Name of witness (block letters)

46/99 WELLINGTON ST PERTH

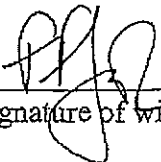
Address of witness

LAWYER

Occupation of witness

Bruce Woodley
BRUCE WOODLEY

Executed by **KENNY JERROLD** for and on)
behalf of the Native Title Party in the)
presence of:)


Signature of witness


FRANCES P. LAWTON
Name of witness (block letters)

16/99 WELLINGTON ST
Address of witness

LAWYER
Occupation of witness


KENNY JERROLD

Executed by **MARY WALKER** for and on)
behalf of the Native Title Party in the)
presence of:)


Signature of witness

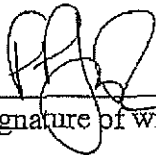
Helen Lawrence
Name of witness (block letters)

133 Derby Rd, Shenton PK
Address of witness

Lawyer
Occupation of witness


MARY WALKER

Executed by **BRUCE WOODLEY** for and on)
behalf of the Native Title Party in the)
presence of:)



Signature of witness

FRANCIS FLANAGAN

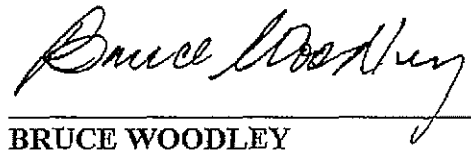
Name of witness (block letters)

46/99 WELLINGTON ST

Address of witness

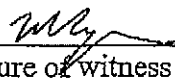
LAWYER

Occupation of witness



BRUCE WOODLEY

Executed by **MICHELLE ADAMS** for and on)
behalf of the Native Title Party in the)
presence of:)



Signature of witness

MICHAEL RYAN

Name of witness (block letters)

4 Cowrie Court KARRATHA

Address of witness

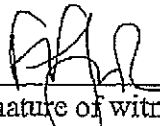
LAWYER

Occupation of witness



MICHELLE ADAMS

Executed by **JIMMY HORACE** for and on)
behalf of the Native Title Party in the)
presence of:)


Signature of witness

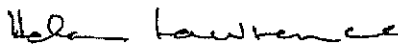
FRANCES FLANAGAN
Name of witness (block letters)

46/99 WELLINGTON ST PERTH
Address of witness

LAWYER
Occupation of witness

JIMMY HORACE
JIMMY HORACE

Executed by **LINDA RYDER** for and on)
behalf of the Native Title Party in the)
presence of:)


Signature of witness

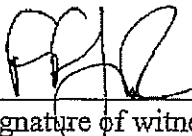
Helen Lawrence
Name of witness (block letters)

133, Dobby Rd Shenton PK
Address of witness

Lawyer
Occupation of witness


LINDA RYDER

Executed by **JUDY ALBERT** for and on)
behalf of the Native Title Party in the)
presence of:)


Signature of witness

FRANCES FLANAGAN
Name of witness (block letters)

46/99 WELLINGTON ST
Address of witness

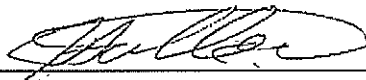
LAWYER
Occupation of witness

Judy Albert
JUDY ALBERT

SIGNED BY THE YABURARA MARDUDHUNERA NATIVE TITLE PARTY

By executing this deed the signatories represented warrant that they are authorised to execute this deed on behalf of the Native Title Party and all persons included in the native title claim group.

Executed by **VALERIE HOLBOROW**)
for and on behalf of the Native Title Party)
in the presence of:)



Signature of witness



VALERIE HOLBOROW

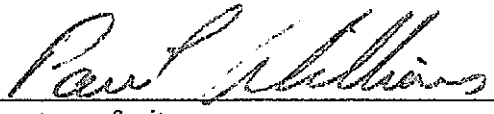
TRISCILLA HOLBOROW
Name of witness (block letters)

30 STEAMER AVE


5TH HIGHLAND WA 6722.
Address of witness

SAFETY OFFICER
Occupation of witness

Executed by **KEVIN COSMOS** for and on)
behalf of the Native Title Party in the)
presence of:)



Signature of witness



KEVIN COSMOS

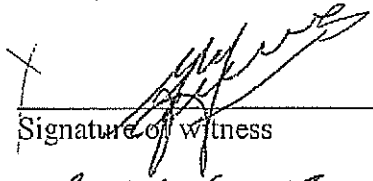
Paul Williams
Name of witness (block letters)

1/1-1/277 Hwy

St. Joines. WA.
Address of witness

Lawyer.
Occupation of witness

Executed by Robert Boona for and)
on behalf of the Native Title Party)
in the presence of:)

X 

Signature of witness

GEORGE GROVES

Name of witness (block letters)

11 PROSODY ST

Address of witness

RETIRED

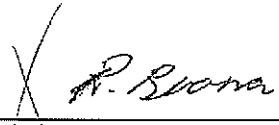
Address of witness

Address of witness

SELF EMPLOYED

Occupation of witness

Occupation of witness

X 

ROBERT BOONA

Executed by **PATRICIA COOPER** for and on)
behalf of the Native Title Party in the)
presence of:)

Signature of witness

PATRICIA COOPER

Name of witness (block letters)

Address of witness

Occupation of witness

SIGNED BY THE WONG-GOO-TT-OO NATIVE TITLE PARTY

By executing this deed the signatories represented warrant that they are authorised to execute this deed on behalf of the Native Title Party and all persons included in the native title claim group.

Executed by **BETTY DALE** for and on)
behalf of the Native Title Party in the)
presence of:)

Signature of witness

mark of **BETTY DALE**

Name of witness (block letters)

Address of witness

Occupation of witness

Executed by **TIM DOUGLAS** for and on)
behalf of the Native Title Party in the)
presence of:)

Signature of witness

mark of **TIM DOUGLAS**

Name of witness (block letters)

Address of witness

Occupation of witness

Executed by **WILFRED HICKS** for and on)
behalf of the Native Title Party in the)
presence of:)

Signature of witness

WILFRED HICKS

Name of witness (block letters)

Address of witness

Occupation of witness

Executed by **ERNIE RAMIREZ** for and on)
behalf of the Native Title Party in the)
presence of:)

Signature of witness

ERNIE RAMIREZ

Name of witness (block letters)

Address of witness

Occupation of witness

Executed by **CANE HICKS** for and on)
behalf of the Native Title Party in the)
presence of:)

Signature of witness

CANE HICKS

Name of witness (block letters)

Address of witness

Occupation of witness