

**THE PREMIER, FOR AND ON BEHALF OF THE STATE OF WESTERN
AUSTRALIA**

AND

THE WESTERN AUSTRALIAN LAND AUTHORITY

AND

THE CONTRACTING PARTIES

**BURRUP AND MAITLAND INDUSTRIAL ESTATES
AGREEMENT**

IMPLEMENTATION DEED

**CROWN SOLICITOR'S OFFICE
141 St Georges Terrace
PERTH WA 6000**

**Tel: (08) 9264 1888
Fax: (08) 9481 7169
Ref: CSO:3087/01**

EXEMPT from W.A. Stamp Duty
for Co-venturers of State Reserves
day of

THIS DEED is made on the

2002

BETWEEN

THE PREMIER, FOR AND ON BEHALF OF THE STATE OF WESTERN AUSTRALIA ("State")

WESTERN AUSTRALIA STAMP DUTY
20/12/02 10:27 002015074-001
DUP \$ *****.00
D/S \$ *****.00
EXEMPT 100 %

AND

THE WESTERN AUSTRALIAN LAND AUTHORITY, a body corporate established under the *Western Australian Land Authority Act 1992* (WA) ("LandCorp")

AND

THE CONTRACTING PARTIES, acting for and on behalf of themselves and, in the case of a Native Title Party, all persons included in their respective native title claim groups ("Contracting Parties")

RECITALS

- A. On 14 January 2000, pursuant to section 29 of the *Native Title Act* and section 170 of the *Land Administration Act* the State issued a notice of intention to take interests, including any native title rights and interests, in the Area.
- B. On 3 October 2000 and 30 August 2001, pursuant to sections 24MD(6A) and (6B) of the *Native Title Act* and section 170 of the *Land Administration Act* the State issued notices of intention to take interests, including any native title rights and interests, in the Karratha Land.
- C. On 27 March 2002, pursuant to section 29 of the *Native Title Act* and section 170 of the *Land Administration Act* the State issued notices of intention to take interests, including any native title rights and interests, in the Additional Land.
- D. On 15 January 2001, pursuant to sections 24MD(6A) of the *Native Title Act* and section 170 of the *Land Administration Act* the State issued a notice of intention to take interests, including any native title rights and interests, in the Hearson Cove Land.
- E. The compulsory acquisition of the interests in the Area, the Additional Land and the Karratha Land including any native title rights and interests, is authorised by relevant orders of the Minister under section 165 of the *Land Administration Act*.
- F. The Native Title Parties are taken to have made to the Federal Court their respective native title claims each of which are described in Schedule 1. Each of the Native Title Parties' native title claim includes land within the Area, the Additional Land, the Karratha Land, the Hearson Cove Land and the Burrup Non-Industrial Land.
- G. The respective native title claims have been entered on the Register of Native Title Claims and, consequently, the Native Title Parties have been registered as the native title claimants at the relevant times in relation to their respective claim areas.

- H. If the compulsory acquisition of the interests in the Area and the Additional Land, including any native title rights and interests, affects native title, it will be a future act which passes the freehold test in Part 2 Division 3 Subdivision M of the *Native Title Act* and the right to negotiate provisions in Subdivision P apply in accordance with section 26(1)(c)(iii) of the *Native Title Act*.
- I. If the compulsory acquisition of the interests in the Karratha Land and the Hearson Cove Land, including any native title rights and interests, affects native title, it will be a future act which passes the freehold test in Part 2 Division 3 of Subdivision M of the *Native Title Act* to which sections 24MD(6) and (6A) apply, and in the case of the Karratha Land, to which section 24MD(6B) applies.
- J. In accordance with Part 2 Division 3 Subdivision P of the *Native Title Act*, negotiations in good faith in respect of the compulsory acquisition of any native title rights and interests in the Area and the Additional Land have been conducted between the State, Methanex and the Native Title Parties.
- K. In respect of the Burrup Fertiliser Land, the State and the Native Title Parties have entered into agreements under sections 28(1)(f) and 31(1)(b) of the *Native Title Act* in which the Native Title Parties consent to the compulsory acquisition of any and all native title interests in the Burrup Fertiliser Land upon Burrup Fertilisers Pty Ltd reaching Financial Close.
- L. In accordance with section 24MD(6B)(d) of the *Native Title Act*, objections to the compulsory acquisition of native title rights and interests in some of the Karratha Land have been lodged. Consequently, the relevant parties for the purposes of section 24MD have consulted the objectors in accordance with section 24MD(6B)(e) of the *Native Title Act*.
- M. Each Current Proponent is developing a proposed Industrial Project within the Industrial Estate, and in the case of Methanex also in De Witt Location 399, and for which the State may grant a Current Proponent Lease.
- N. On or about 10 July 2002, at separate meetings of the Ngarluma Yindjibarndi peoples and the Yaburara Mardudhunera peoples, those persons present agreed to the terms upon which the State could compulsorily acquire any native title rights and interests in the Area, the Additional Land, the Karratha Land and the Hearson Cove Land and could confer rights and interests in relation to the Area, the Additional Land and the Karratha Land.
- O. Those terms were contained in the deed described as the Burrup and Maitland Industrial Estates Agreement, a copy of which is Annexure 1 to this deed.
- P. The Burrup and Maitland Industrial Estates Agreement has not been executed by the State, LandCorp, the YM or the WGT.
- Q. The State, LandCorp and NY agree to the compulsory acquisition of any native title rights and interests in the Area, the Additional Land, the Karratha Land and the Hearson Cove Land and the conferring of rights and interests in relation to the Area, the Additional Land and the Karratha Land in accordance with the terms of the Burrup and Maitland Industrial Estates Agreement as varied by this deed.

- R. The State has agreed to provide the NY with benefits, including payments of money, freehold interest in the Burrup Non-Industrial Land, funding for education and land to the value of 5% of Developed Lots created in the Karratha Land, in accordance with the terms of the Burrup and Maitland Industrial Estates Agreement as varied by this deed.
- S. Some or all of the YM, YM Claimants and WGT may become parties to this deed, in accordance with the terms of this deed.
- T. If the YM, YM Claimants or WGT become parties to this deed then they will thereby agree to the compulsory acquisition of any native title rights and interests in the Area, the Additional Land, the Karratha Land and the Hearson Cove Land and the conferring of rights and interests in relation to the Area, the Additional Land and the Karratha Land in accordance with the terms of the Burrup and Maitland Industrial Estates Agreement as varied by this deed, and will thereby share in the benefits, including payments of money, freehold interest in the Burrup Non-Industrial Land, funding for education and land to the value of 5% of Developed Lots created in the Karratha Land, in accordance with the terms of the Burrup and Maitland Industrial Estates Agreement as varied by this deed.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1A Definitions in the Burrup and Maitland Industrial Estates Agreement

The Parties agree that clause 1.1 contained in the Burrup and Maitland Industrial Estates Agreement applies as if it were expressly set out in this deed, subject to the substituted and additional definitions in clause 1.1B of this deed.

1.1B Substituted and additional definitions

In this deed, unless the contrary intention appears:

Burrup and Intercourse Islands Arbitration means the inquiry conducted by the National Native Title Tribunal in respect of future act determination applications WF02/17 and WF02/18 lodged by the State on 23 July 2002, and in respect of any other future act determination applications lodged by the State in respect of the Additional Land, pursuant to section 35 of the *Native Title Act* for a determination under section 38 of the Act.

Burrup and Intercourse Islands Arbitration Decision Date means the date upon which a future act determination is made by the National Native Title Tribunal under section 38 of the *Native Title Act*, or the Commonwealth Minister (as defined in the *Native Title Act*) under section 36A of the *Native Title Act*, in respect of the Burrup and Intercourse Islands Arbitration.

Burrup and Intercourse Islands Final Determination Date means the date of the final future act determination in respect of the Burrup and Intercourse Islands Arbitration, which final future act determination shall be taken to have been made:

- (a) subject to paragraph (b) below, twenty nine (29) days after the Burrup and Intercourse Islands Arbitration Decision Date; or
- (b) if any appeal or other application is lodged in which orders are sought from a court of competent jurisdiction to set aside or vary the determination made by the National Native Title Tribunal under section 38 of the *Native Title Act*, or by the Commonwealth Minister (as defined in the *Native Title Act*) under section 36A of the *Native Title Act*, in respect of the Burrup and Intercourse Islands Arbitration, then twenty nine (29) days after orders are made in any such appeal or application (including any further or subsequent appeal).

Burrup and Maitland Industrial Estates Agreement means the unexecuted deed described as the Burrup and Maitland Industrial Estates Agreement between the Premier for and on behalf of the State of Western Australia and The Western Australian Land Authority and The Contracting Parties, a copy of which is Annexure 1 to this deed.

Contracting Party means a Native Title Party, or the YM Claimants, who have entered into this deed as provided in clause 2 of this deed, and **Contracting Parties** means all of them.

Satisfaction Date means the earlier of:

- (a) the Burrup and Intercourse Islands Final Determination Date; or
- (b) the execution of this deed by the Premier, Landcorp and each of the Native Title Parties.

YM Claimants means the members of the native title claim group in respect of the Yaburara Mardudhunera claim referred to in Item 1.2 of Schedule 1 of the Burrup and Maitland Industrial Estates Agreement as incorporated into this deed in accordance with clause 3A of this deed.

2. EXECUTION AND WHEN THIS DEED TAKES EFFECT

2.1 Execution

Other than clauses 2.2(a) and (b), this deed shall have no force or effect unless and until all of the following events have occurred:

- (a) the Premier has executed this deed for and on behalf of the State;
- (b) LandCorp has executed this deed; and
- (c) NY have executed this deed.

2.2 Eligibility to be Contracting Party

- (a) Subject to clause 2.2(e), at any time prior to the Burrup and Intercourse Islands Arbitration Decision Date, the State may issue written offers to the YM or the WGT or both to enter into this deed and become a Contracting Party.
- (b) Subject to clause 2.2(e), at any time prior to the Burrup and Intercourse Islands Arbitration Decision Date, the State may issue written offers to one or more of the YM Claimants to enter into this deed and become a Contracting Party.
- (c) Subject to clauses 2.2(d) and 2.2(e), the YM, YM Claimants or WGT, as the case may be, may accept such offer by executing this deed, in which case they shall be a Contracting Party.
- (d) If the YM Claimants do not perform all or any of the conditions set out in the State's written offer to enter into this deed to the satisfaction of the State, the State may give notice in writing that the YM Claimants are no longer a Contracting Party.
- (e) Any written offer made by the State pursuant to this clause 2.2 shall expire and shall have no further force and effect from 9.00am on the Burrup and Intercourse Islands Arbitration Decision Date, in the event that the State has not expressly revoked the offer in writing prior to that date. If the YM, YM Claimants or WGT, as the case may be, have not accepted a written offer made by the State by 9.00am on the Burrup and Intercourse Islands Arbitration Decision Date they will be deemed to have rejected the offer and will not be eligible to be a Contracting Party.

3A. ADOPTION OF TERMS OF THE BURRUP AND MAITLAND INDUSTRIAL ESTATES AGREEMENT

The Parties agree that the operative provisions (except for clause 1.1, which is referred to in clause 1.1A of this deed, and clauses 2.1 and 2.2) and the schedules contained in the Burrup and Maitland Industrial Estates Agreement apply as if they were expressly set out as operative provisions and schedules in this deed, subject to the following amendments to the terms of the Burrup and Maitland Industrial Estates Agreement:

- (a) in clause 2.3(b)(iii), delete "and the Hearson Cove Land";
- (b) in clause 2.4(a), insert the following additional definition:

"Burrup and Intercourse Islands acts means the compulsory acquisition of any native title rights and interests sufficient to enable the State to validly grant leases within the land the subject of the Burrup and Intercourse Islands Arbitration, and includes Current Proponent acts.";

- (c) in clause 2.4(a), in paragraph (ii) of the definition of "Future Act Determination", insert after the word "application" in the last line "(including any further or subsequent appeal)";
- (d) in the opening sentence of clause 2.4(b), delete "before the Acquisition Date, but fifteen (15) months after the Satisfaction Date" and insert "after the Burrup and Intercourse Islands Final Determination Date";
- (e) in paragraph (i) of clause 2.4(b), delete "NY," in the first line;
- (f) in paragraph (i) of clause 2.4(b), delete "validly grant a Current Proponent Lease to each of the Current Proponents" and insert in its place "do the Burrup and Intercourse Islands acts";
- (g) in paragraph (ii) of clause 2.4(b), in the second line, delete "Current Proponent" and insert "the Burrup and Intercourse Islands";
- (h) in paragraph (ii) of clause 2.4(b), in the third line, delete "Current Proponent" and insert "Industrial Estate";
- (i) in paragraph (iii) of clause 2.4(b), in the last two lines, delete "any of the land over which the State wishes to grant Current Proponent Leases to the Current Proponents" and replace it with "the land the subject of the Burrup and Intercourse Islands Arbitration";
- (j) in the first line of clause 2.4(d), insert after "in accordance with", "paragraphs (b) or (c) of";
- (k) delete paragraph (iii) of clause 2.4(d) and replace it with "if the payment in clause 8.2 has been made and any interest in land transferred under this deed, then that payment and those interests in land may be retained by the payee or transferee, as the case may be;";
- (l) in paragraph (vi) of clause 2.4(d), delete "and" at the end of that paragraph;
- (m) in paragraph (vii) of clause 2.4(d), delete the full stop at the end of the paragraph and insert "; and";
- (n) insert a new paragraph (viii) of clause 2.4(d) as follows, "if monies are being held in trust in accordance with clause 21.1 and the Approved Body Corporate has not been formed at the date of termination, then clauses 17 (but not including clause 17.6(a)) and 21 shall continue to apply.";
- (o) insert a new clause 2.4(e) as follows:

"If, after the Burrup and Intercourse Islands Arbitration Decision Date:

 - (i) any of YM or WGT have not entered into this deed or otherwise agreed to the compulsory acquisition of any native title rights and interests in accordance with sections 28(1)(f) and 31(1)(b) of the

Native Title Act sufficient to enable the State to validly grant Current Proponent Leases to each of the Current Proponents; and

- (ii) it is not the case that there is a Future Act Determination that each of the Current Proponent acts may be done, or may be done subject to Acceptable Current Proponent Conditions; and
- (iii) it is not the case that the Determination Date has passed and there is an approved determination of native title that:
 - (A) native title does not exist; or
 - (B) native title exists and is held only by one or more of the Contracting Parties,

in respect of the land over which the State wishes to grant Current Proponent Leases to the Current Proponents; and

- (iv) the State notifies the Contracting Parties in writing that it withdraws the notices of intention referred to in recitals A and C insofar as those notices of intention apply to the Industrial Estate (but not including the Burrup Fertilisers Land);

then the State may, by notice to the Contracting Parties, terminate this deed and this deed shall on and from that date have no force or effect."

- (p) in clause 3.1(b), insert after "each Contracting Party and" in the second line, ", in the case of a Native Title Party, against";
- (q) in clause 4.3(a), insert after "effect to the transfer" in the fourth line, "(subject to the non-extinguishment principle)";
- (r) in clause 5.1, delete "and (6B)" in the second line;
- (s) in clause 7.4, delete "The" at the beginning of the clause and insert "To the extent that this deed is signed by registered native title claimants, the";
- (t) in clause 8.1, delete "1,500,000" and insert "2,000,000";
- (u) in clause 8.2, delete "2,000,000" and insert "1,500,000";
- (v) in clause 17.1, in the second line, delete "possible" and insert "practicable";
- (w) in clause 17.1, in the second line, delete "Satisfaction Date" and insert "execution of this deed in accordance with clause 2.1";
- (x) in clause 17.2(b)(ii), delete "Satisfaction Date" and insert "execution of this deed in accordance with clause 2.1";
- (y) in clause 17.3(a)(i), insert after "open to all" in the first line, "Contracting Parties and";

- (z) in clause 17.3(b)(ii), insert after "list of the" in the first line, "Contracting Parties and";
- (aa) in clause 17.6(a), insert after "corporation" in the third line, "provided that such payment will only be due and payable";
- (bb) delete paragraph (i) of clause 17.6(a) and insert "on the occurrence of both the Ratification Date and the earlier of the Acquisition Date or the Satisfaction Date; and";
- (cc) in paragraph (ii) of clause 17.6(a), delete "Ratification Date" and replace it with "payment in paragraph (i) above";
- (dd) delete clause 17.8(b), and delete "(a)" at the beginning of clause 17.8(a);
- (ee) in clause 23.1(a), insert after "native title rights or interests" in the third line after paragraph (iv), ", and the native title rights or interests of all members of their respective native title claim groups,";
- (ff) in clause 23.1(b), delete "and" after NY in the first line and replace it with ",";
- (gg) in clause 23.1(b), insert after "YM" in the first line, "and YM Claimants, as the case may be,";
- (hh) in paragraph (ii) of clause 23.2(a), delete "persons in the Contracting Claim Groups" and insert "the Contracting Parties";
- (ii) in clause 23.2(b)(ii), delete "8.2" and insert "8.1";
- (jj) in clause 23.2(c), delete "8.2" and insert "8.1";
- (kk) insert a new clause 23.2(f) as follows:

"The Contracting Parties agree that they will not, and will not authorise any person to, make a compensation application under the *Native Title Act*, or to make a claim for compensation under the *Land Administration Act*, in respect of the loss or impairment of native title rights and interests in the Area, the Additional Land, the Burrup Fertilisers Land, the Karratha Land, the Hearson Cove Land or the Burrup Non-Industrial Land, and this clause may be pleaded as a bar to any such proceedings.";
- (ll) in the heading to clause 27.3, delete "and Hearson Cove Land";
- (mm) in clause 27.3, delete "and the Hearson Cove Land";
- (nn) in clause 28, delete "Satisfaction Date" and insert "date this deed takes effect in accordance with clause 2.1";

- (oo) in clause 29.4, delete "Approved Body Corporate" and insert "Contracting Parties";
- (pp) in clause 30.1, insert "(a)" at the commencement of the clause and insert a new clause 30.1(b) as follows:

"Without limiting paragraph (a) above, the Contracting Parties agree to do all things reasonably necessary to ensure that all acquisitions made, and interests granted, by the State in reliance on the deed can promptly and validly occur, including:

 - (i) providing all necessary consents in relation to native title; and
 - (ii) directing any registered native title body corporate of which they are members to similarly do all things reasonably necessary to ensure that all acquisitions made and interests granted by the State in reliance on the deed can promptly and validly occur.";
- (qq) in Schedule 1, item 1.1, delete "David Walker" and "Woodley King";
- (rr) in Schedule 12 clause 2, delete the title and replace it with "No Building on Coastal Strip Covenant"; and
- (ss) in Schedule 12 clause 2, delete the heading "2.1 No Building on Coastal Strip";
- (tt) in Schedule 12 clause 2 final sentence, delete "clause 2.2" and insert "clause 2".

SIGNED BY THE PARTIES AS A DEED

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



HON DR ~~GEOFFREY IAN GALLOP~~, MLA
ACTING PREMIER ERIC STEPHEN RIPPER



Signature of witness

ANNE M DE SOUZA
Name of witness (block letters)

197 ST GEORGE'S TCE

PERTH 6000 W.A.
Address of witness

EXECUTIVE DIRECTOR, OFFICE of NATIVE TITLE
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~~

Name (printed)

~~BOARD MEMBER~~

Name (printed)

Signed on behalf of the WESTERN AUSTRALIAN
LAND AUTHORITY by persons authorised by its
Board in accordance with Section 48(2)(b) of
the Western Australian Land Authority Act 1992.


.....
Authorised Officer

.....
Authorised Officer

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:


Signature of witness

FRANCES FLANAGAN
Name of witness (block letters)

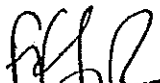
9/69 MURRAY ST
PERTH
Address of witness

LAWYER
Occupation of witness

)
)
)

DAVID DANIEL

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


Signature of witness


FRANCES FLANAGAN
Name of witness (block letters)

9/69 MURRAY ST
PERTH
Address of witness

LAWYER
Occupation of witness


mark of **DAISY MOSES**

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



Signature of witness

FRANCES FLANAGAN

Name of witness (block letters)

9/69 MURRAY ST

PERTH

Address of witness

LAWYER

Occupation of witness



ROGER BARKER

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



Signature of witness

FRANCES FLANAGAN

Name of witness (block letters)


9/69 Murray St

Perth

Address of witness

lawyer

Occupation of witness



JILL CHURNSIDE

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

Helen Lawrence
Signature of witness

Helen Lawrence
Name of witness (block letters)

114 256 Adelaide Ter

Perth
Address of witness

Solicitor
Occupation of witness

TREVOR SOLOMON
TREVOR SOLOMON

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

Mrs Dawn Hicks
Signature of witness

MRS DAWN HICKS
Name of witness (block letters)

749 Mungarra St

Tom Price - 6751
Address of witness

(House wife)
Occupation of witness

Leslie H Hicks
LES HICKS

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


Signature of witness

Francis Hanagan
Name of witness (block letters)

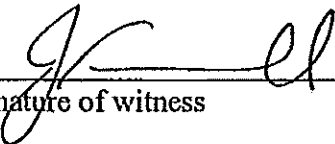
L 14 256 Adelaide Ter

Perth
Address of witness

lawyer
Occupation of witness


mark of **BRUCE MONADEE**

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


Signature of witness

JP FITZGERALD
Name of witness (block letters)

L. 9, 23 HUNTER ST.

SYDNEY NSW
Address of witness

SOLICITOR
Occupation of witness


KENNY JERROLD

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

Helen Lawrence
Signature of witness

Mary Walker
MARY WALKER

HELEN LAWRENCE
Name of witness (block letters)

L. 14, 256 ADELAIDE TCE

PERTH WA
Address of witness

SOLICITOR
Occupation of witness

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

Bruce Woodley
Signature of witness

Bruce Woodley
BRUCE WOODLEY

Bruce Woodley
Name of witness (block letters)

BRUCE WOODLEY

2 RYDERS COURT
Address of witness

KARRATHA W.A. 26/10/2002
Occupation of witness

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



Signature of witness

Frances Flanagan

Name of witness (block letters)


114, 256 Adelaide Tce

Perth

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

Helen Lawrence

Name of witness (block letters)

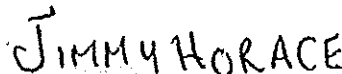
114, 256 Adelaide Tce

Perth

Address of witness


Solicitor

Occupation of witness



JIMMY HORACE

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


Signature of witness

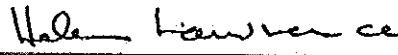
Francis Hanagan
Name of witness (block letters)

L14, 256 Adelaide Tce
Perth
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

Helen Lawrence
Name of witness (block letters)

L14, 256 Adelaide Tce.
Perth WA
Address of witness

Solicitor
Occupation of witness


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:)



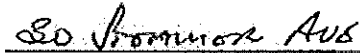
Signature of witness



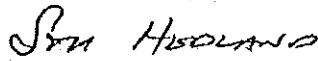
VALERIE HOLBOROW



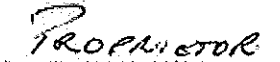
Name of witness (block letters)



80 Bromwich Ave



Address of witness



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

Name of witness (block letters)

Address of witness

Occupation of witness

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

Name of witness (block letters)

Address of witness

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

Name of witness (block letters)

C/- SUKI, 310 CHARCITILL AVE

Address of witness

ACCOUNTANT

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 MEANS
Name of witness (block letters)

21 PADDWAY ST
Address of witness

SELF EMPLOYED
Occupation of witness

X 
ROBERT BOONA

SIGNED BY THE YM CLAIMANTS

Executed by **VALERIE HOLBOROW**
in the presence of:

Valerie Holborow

Signature of witness

Valerie Holborow

VALERIE HOLBOROW

William Holborow

Name of witness (block letters)

30 Notman Ave

Address of witness

PROCTOR

Occupation of witness

Executed by **KEVIN COSMOS**
in the presence of:

Signature of witness

KEVIN COSMOS

Name of witness (block letters)

Address of witness

Occupation of witness

SIGNED BY THE YM CLAIMANTS

Executed by **VALERIE HOLBOROW**)
in the presence of:)

Signature of witness

VALERIE HOLBOROW

Name of witness (block letters)

Address of witness

Occupation of witness

Executed by **KEVIN COSMOS**)
in the presence of:)

Signature of witness

Kevin

KEVIN COSMOS

Robert P. Thompson

Name of witness (block letters)

1/ Suite 1, 310 Churchill Ave

Address of witness *Subino WA 6008*

Accountant

Occupation of witness

Executed by COLIN COSMOS
in the presence of:

)
)

Signature of witness

COLIN COSMOS


Name of witness (block letters)

Address of witness


Occupation of witness

Executed by JANICE COSMOS
in the presence of:

)
)



Signature of witness



JANICE COSMOS

ROBERT THOMPSON

Name of witness (block letters)

Suite 1, 310 Churchill Avenue

Address of witness

Subic WA 6008

Address of witness

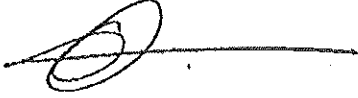
Address of witness

Accountant

Occupation of witness

Occupation of witness

Executed by AUDREY COSMOS)
in the presence of:)



Signature of witness


AUDREY COSMOS

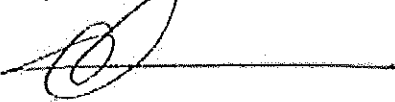
ROBERT THOMPSON
Name of witness (block letters)

Suite 1 / 310 Churchill Avenue

Subicville WA 6008
Address of witness

Accountant
Occupation of witness

Executed by SUSAN MOWARIN)
in the presence of:)



Signature of witness


SUSAN MOWARIN

Robert Thompson
Name of witness (block letters)

Suite 1 / 310 Churchill Avenue

Subicville WA 6008
Address of witness

Accountant
Occupation of witness

Executed by **MARY COSMOS**)
in the presence of:)

Signature of witness

M Cosmos

MARY COSMOS

Name of witness (block letters)

Address of witness

Occupation of witness

Executed by **LINDA DELOWER**)
in the presence of:)

Signature of witness

LINDA DELOWER

Name of witness (block letters)

Address of witness

Occupation of witness

Executed by **MARY COSMOS**)
in the presence of:)

Signature of witness


MARY COSMOS

Name of witness (block letters)

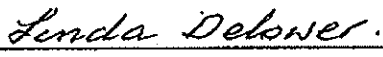
Address of witness

Occupation of witness

Executed by **LINDA DELOWER**)
in the presence of:)



Signature of witness



LINDA DELOWER

RONALD BOWER

Name of witness (block letters)

COBENS SOLICITORS 19th Floor

Address of witness

109 St Georges Ter Perth

Address of witness

Solicitor

Occupation of witness

Executed by **DORENE WESCOMBE**)
in the presence of:)

Signature of witness

DORENE WESCOMBE

Name of witness (block letters)

Address of witness

Occupation of witness

Executed by **BARBARA SINCLAIR**)
in the presence of:)

MM
Signature of witness

Barbara Sinclair
BARBARA SINCLAIR

NICHOLAS GERARD MCCABE
Name of witness (block letters)

Level 2 477 HAY ST

Subiaco 6008
Address of witness

Solicitor
Occupation of witness

Executed by **GAIL SINCLAIR**)
in the presence of:)

M.M.
Signature of witness

G. Sinclair
GAIL SINCLAIR

NICHOLAS GERARD McCABE
Name of witness (block letters)

LEVEL 1 1077 Hwy 57

Subiaco WA 6008
Address of witness

Solicitor
Occupation of witness

Executed by **ROBERT BOONA**)
in the presence of:)

Signature of witness

ROBERT BOONA

Name of witness (block letters)

Address of witness

Occupation of witness

Executed by **GAIL SINCLAIR**
in the presence of:

)
)

Signature of witness

GAIL SINCLAIR


Name of witness (block letters)

Address of witness


Occupation of witness

Executed by **ROBERT BOONA**
in the presence of:

)
)



Signature of witness



ROBERT BOONA

Robert Thompson

Name of witness (block letters)

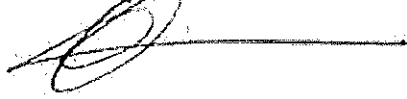
Suite 310 Churchill Ave

Address of witness


Subica CA 6008

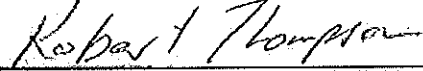
Occupation of witness

Executed by **MARGARET BOONA**)
in the presence of:)



Signature of witness


MARGARET BOONA



Name of witness (block letters)



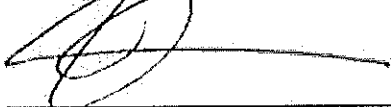


Address of witness

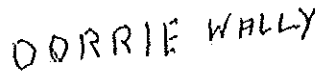


Occupation of witness

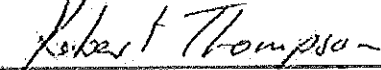
Executed by **DORRIE WALLY**)
in the presence of:)



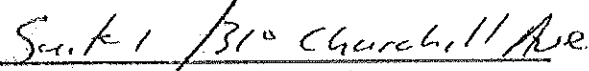
Signature of witness



DORRIE WALLY

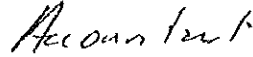


Name of witness (block letters)





Address of witness



Occupation of witness

Executed by **PATRICIA COOPER**)
in the presence of:)

Signature of witness

PATRICIA COOPER

Name of witness (block letters)

Address of witness

Occupation of witness

Executed by **DANNY COOPER**)
in the presence of:)

Bower

Signature of witness

[Signature]

DANNY COOPER

RONALD BOWER

Name of witness (block letters)

Corsers Solicitors 19th Floor

Address of witness

109 St Georges Terrace PERTH

Address of witness


Solicitor


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**

GRANTHAM KITTO
Name of witness (block letters)

17 A Howard Street
Perth
Address of witness

Solicitor
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**

GRANTHAM KITTO
Name of witness (block letters)

17 A Howard Street
Perth
Address of witness

Solicitor
Occupation of witness

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

Kitto
Signature of witness

W. Hicks
WILFRED HICKS

GRANTHAM KITTO
Name of witness (block letters)

ct 19 Howard Street Rm
Address of witness

Solicitor
Occupation of witness

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

Kitto
Signature of witness

Ernie Ramirez
ERNIE RAMIREZ

GRANTHAM KITTO
Name of witness (block letters)

ct 19 Howard Street

Rm
Address of witness

Solicitor
Occupation of witness

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

[Signature]
Signature of witness

C. Hicks.
CANE HICKS

CRISTIAN KITO
Name of witness (block letters)

419 Harvard Street.

[Signature]
Address of witness

Solicitor
Occupation of witness