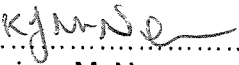


WESTERN AUSTRALIA
CONSERVATION AND LAND MANAGEMENT ACT 1984
TRANSFER OF LAND ACT 1893 as amended

I hereby certify that the within is a true and correct copy of
Lease No. 2301/100.


.....
Keiran McNamara
Director General

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (NOTE 1)

Marine Reserve No. 5 comprising part of Shoalwater
Islands Marine Park

EXTENT

Part

VOLUME

FOLIO

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS (NOTE 2)

Nil

LESSOR/LESSORS (NOTE 3)

The CONSERVATION AND LAND MANAGEMENT EXECUTIVE BODY of 17 Dick Perry Avenue, Kensington,
Western Australia 6152

LESSEE/LESSEES (NOTE 4)

City of Rockingham (A.B.N. 63 101 842 180) Civic Boulevard, Western Australia 6725.
(Postal Address: PO Box 2142 DC WA 6967)

TERM OF LEASE (NOTE 5)

TEN (10) Years Commencing from the 1st Day of June 2011, with two (2) option periods of FIVE (5) years
each.

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 yearly rental of \$500.00 (CPI indexed annually) payable in advance commencing on the 1st day
of August 2011.

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE CONSERVATION AND LAND
MANAGEMENT ACT 1984 AND THE TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY
NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.

LEASE

LEASE NO. 2301/100

SAXON RANGER DIVE SITE

**PART OF SHOALWATER ISLANDS MARINE PARK
MARINE RESERVE NUMBER 5**

**THE CONSERVATION AND LAND
MANAGEMENT EXECUTIVE BODY**
(The Lessor)

and

CITY OF ROCKINGHAM (A.B.N. 63 101 842 180)
(The Lessee)

Schedule

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2. The Lessee
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5. Option to Extend the Lease
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- Annexure – Marine Park Commercial Operations Conditions

1. The Lessor

THE CONSERVATION AND LAND MANAGEMENT EXECUTIVE BODY – LOCKED BAG 104,
BENTLEY DELIVERY CENTRE, WESTERN AUSTRALIA 6983

2. The Lessee

CITY OF ROCKINGHAM (A.B.N. 63 101 842 180) – CIVIC BOULEVARD, ROCKINGHAM 6168
(POST OFFICE BOX 2142 ROCKINGHAM WA 6967)

3. Leased Area

SEE ATTACHED LEASE DIAGRAM

4. Term

The period of 10 years from the Commencement Date to the Expiry Date

4.1 **Commencement Date:** 1 AUGUST 2011

4.2 **Expiry Date:** 31 JULY 2021

5. Option to Extend the Lease

5.1 **First Option Period:** 5 years (at Lessee's discretion)

5.2 **Second Option Period:** 5 years (at Lessee's discretion)

6. Rent

\$500.00 per annum (CPI indexed annually) excluding GST

7. Permitted Use of the Leased Area

SAXON RANGER DIVE SITE

8. Minimum Public Liability Insurance Cover

\$10,000,000

RECITALS

- A. Pursuant to Section 26B(1) of the amended *Conservation and Land Management Act 1984* ("**the Act**") the area in Reserve Number 24204 (Shoalwater Islands Marine Park) is vested in the Marine Parks and Reserves Authority.
- B. Section 36 of the Act allows for the Conservation and Land Management Executive Body ("**Executive Body**") to be established and to be governed by the Chief Executive Officer ("**The Chief Executive Officer**").
- C. Section 37 of the Act allows for the Executive Body, as a body corporate, to perform functions of the CEO.
- D. Pursuant to Section 100 of the Act, the CEO may grant a lease of the Reserve for a term not exceeding 21 years together with an option up to a further 21 years.
- E. Pursuant to Section 13B of the Act, the reservation of a marine park shall be for the purpose of allowing only that level of recreational and commercial activity which is consistent with the proper conservation and restoration of the natural environment, the protection of indigenous flora and fauna and the preservation of any feature of archaeological, historic or scientific interest.
- F. On 22 May 2005, the Lessee scuttled a vessel known as the Saxon Ranger, within the Shoalwater Islands Marine Park in accordance with the Australian Government Department of Environment and Heritage sea dumping requirements. Scuttling of the vessel was conducted in accordance with the requirements of the *Environmental Protection (Sea Dumping) Act 1984*. The dive wreck forms part of the West Coast Dive Park situated off the coast of Rockingham. The Lessee received a sea dumping licence to scuttle the vessel and operate a wreck for commercial purposes within the marine park from the Lessor under the terms and conditions of a commercial operations licence, until a lease was prepared in accordance with the provisions of the Shoalwater Islands Marine Park Management Plan 2007 – 2017. The Lessee withdraws its interests in the licence in lieu of this lease being granted to it. The Lessee ensured that all possible steps were taken to ensure the Saxon Ranger was scuttled in a safe manner.
- G. The Lessor has agreed to lease the Leased Area to the Lessee for the term and at the rental respectively set out in hereto and upon and subject to all the covenants agreements and stipulations contained in this lease.

1. GRANT

1.1 *Grant of Lease*

The Lessor leases the Leased Area to the Lessee for the Term subject to the terms and conditions of this Lease.

1.2 *Quiet Enjoyment*

For as long as the Lessee complies with the Lessee's obligations under this Lease, the Lessee may occupy and use the Leased Area during the Term without disturbance or interference by the Lessor except as permitted by this Lease or by law.

2. OPTION TO EXTEND

2.1 First Option Period

If a period is specified in item 5.1 of the Schedule, then, prior to the end of the Term, provided that the Lessee is not in default under this Lease, the Lessee may make a request in writing to the Lessor for the Lease to be extended for the First Option Period. The Lessor may in its absolute discretion approve or reject the extension of the lease for the First Option Period.

2.2 Second Option Period

If a period is specified in item 5.2 of the Schedule, then, prior to the end of the First Option Period, provided that the Lessee is not in default under this Lease, the Lessee may make a request in writing to the Lessor for the Lease to be extended for the Second Option Period. The Lessor may in its absolute discretion approve or reject the extension of the Lease for the Second Option Period.

2.3 Terms and Conditions

If this Lease is extended under clause 2.1 all the provisions of this Lease continue to apply, except the option in clause 2.1. If this Lease is further extended under clause 2.2 all the provisions of this Lease continue to apply, except the options in clauses 2.1 and 2.2.

2.4 Rent during Option Term

The rent payable by the Lessee from the beginning of any extended term of this Lease is to be the same rent payable immediately before the date of commencement of the extended term unless that date is a rent review date, in which case the rent is to be reviewed with effect from that date, and the rent is subject to further review during the extended term as provided in this Lease.

2.5 Default after exercise of Option

If the Lessee defaults under this Lease after exercising an option to extend the term of this Lease, the Lessor is not prevented from exercising any rights, including the right to terminate this Lease. If this Lease is terminated, the Lessor is not under any obligation to grant a lease of the Leased Area to the Lessee for any extended term.

2.6 Definitions

In this Lease:

First Option Period means the period (if any) specified in item 5.1 of the Schedule.

Second Option Period means the period (if any) specified in item 5.2 of the Schedule.

3. RENT

3.1 Amount of the Rent

The annual rent payable under this Lease from the Commencement Date is the amount specified in item 6 of the Schedule.

3.2 Manner of Payment

The Lessee must pay the rent by equal annual instalments in advance. The first instalment is to be paid on the Commencement Date and subsequent instalments are to be paid on each

anniversary of the Commencement Date. Rent payable for part of a year is to be proportionately adjusted on a daily basis.

4. RENT REVIEW

4.1 *CPI*

With effect from (and including) each date specified in this clause 4 as a "**CPI Review Date**", the rent must be reviewed on the basis that the reviewed rent is to be the higher of:

- (1) The rent applying immediately before the relevant CPI Review Date; and
- (2) the amount calculated by using the following formula:

$$A = \frac{B}{C} \times D$$

Where:

- A = the amount of the reviewed rent which is payable from (and including) the relevant CPI Review Date.
- B = the last quarterly CPI Index Number published before the relevant CPI Review Date.
- C = the last quarterly CPI Index Number published before the previous rent review date (or in the case of the first review, before the Commencement Date).
- D = the amount of the rent applying immediately before the relevant CPI Review Date.

4.2 *Interpretation*

In this Lease:

CPI Index Number means the Consumer Price Index (All Groups) for Perth published by the Australian Bureau of Statistics. If that index ceases to exist, "CPI Index Number" means the index which replaces it or (if none does) the index which most closely measures changes in the cost of living in Perth, Western Australia as nominated by a senior officer of the Australian Bureau of Statistics.

CPI Review Date means each anniversary of the Commencement Date.

Rent review date includes each CPI Review Date.

Delay

No delay by the Lessor in enforcing any review of the rent prevents the Lessor from requiring at any time that the rent must be reviewed with effect from the dates for review of the rent specified in this clause 4.

5. OUTGOINGS

5.1 Rates and Taxes

The Lessee must pay the Rates and Taxes either to the relevant Authority before those Rates and Taxes become overdue or, in the case of any Rates and Taxes imposed on the Lessor, to the Lessor as required by the Lessor whenever the Rates and Taxes become payable.

5.2 Goods and Services Tax

(1) Definition

GST means a goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Act or otherwise on a supply.

GST Act means A New Tax System (*Goods and Services Tax*) Act 1999 (Cth).

Tax Invoice includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.

(2) Adjustment for GST

(a) Unless expressly included, the consideration for any supply made by the Lessor under or in connection with this lease does not include GST.

(b) GST is payable on any supply of goods and services under this lease.

(3) Tax Invoices

The Lessor must issue a Tax Invoice to the Lessee in respect of any supply of goods and services under the lease.

(4) Reimbursements

If the Lessor is entitled under the lease to be reimbursed or indemnified by the Lessee for a cost or expense incurred in connection with the lease, the reimbursement or indemnity payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the Lessor.

5.3 Other property included

If Rates and Taxes are not assessed separately on the Leased Area but also on other property which includes the Leased Area, the amount which the Lessor can require the Lessee to pay is the same proportion of those Rates and Taxes as the area of the Leased Area bears to the area of the property the subject of the assessment.

6. BUILDING WORK AND CLEANING

6.1 General Obligations

The Lessee must:

- (1) maintain the Leased Area to a reasonable standard subject to the Lessor's satisfaction; and
- (2) promptly repair any damage to the Leased Area; and
- (3) maintain the Lessee's Property (including signs) located on the Leased Area in good condition.

6.2 ***Building Work***

If the Lessee constructs anything on the Leased Area or carries out any other work on the Leased Area, including work required by any Authority or any law, the Lessee must:

- (1) before carrying out the work, obtain the Lessor's written approval to the carrying out of the work, including if relevant, written approval of the plans and specifications for the work; and
- (2) comply with all relevant requirements of each Authority and all laws and applicable standards in relation to the work; and
- (3) carry out the work in a safe and proper manner; and
- (4) use only good quality materials; and
- (5) utilise the services of a qualified and competent overseer who has been approved by the Lessor; and
- (6) pay to the Lessor when the Lessor requests any expenses incurred by the Lessor in approving the work, including fees paid to architects, engineers, contractors or other advisors.

6.3 ***Cleaning***

The Lessee must:

- (1) keep the Leased Area clean and tidy; and
- (2) regularly remove any rubbish accumulating on the Leased Area to an appropriate rubbish disposal site; and
- (3) comply with the Lessor's reasonable directions in connection with cleaning and the disposal of rubbish in relation to the Leased Area.

6.4 ***Specific obligations***

Without limiting the preceding clause, the Lessee must:

- (1) not cause or allow any pollutant or contaminant material or substance over which the Lessee has control to be released into or affect the Leased Area; and

7. **USE OF LEASED AREA**

7.1 ***Permitted Use***

The Lessee may only use the Leased Area for the Permitted Use unless the Lessor consents to another use.

7.2 ***Lessee's Own Enquiries***

The Lessee has relied on the Lessee's own enquiries about how the Leased Area may be used and not on any representation from the Lessor. The Lessee has made the Lessee's own enquiries about:

- (1) the suitability of the Leased Area for any use to which it is to be put; and

- (2) all planning and any other requirements prohibitions or restrictions applying to the Leased Area under any law or as a result of the requirements or orders of any Authority.

7.3 No Warranty by Lessor

The Lessor does not give any warranty of any kind that the Leased Area is suitable for any purpose for which the Lessee intends to use it. Any warranty in relation to the Leased Area which is implied by law is excluded to the extent that the law permits the warranty to be excluded.

7.4 The Lessor Not Liable

The Lessor is not liable to the Lessee and the Lessee will not make a claim against the Lessor in respect of any Liability resulting from any accident, death, injury, damage, malfunction or other event in or affecting the Leased Area unless caused by the negligence of the Lessor or any employee, contractor or agent of the Lessor.

8. ENVIRONMENTAL PROTECTION

8.1 Dangers or Threats to Public Users and Divers

The Lessee must generally take any measures necessary to prevent accidents and to protect the safety of authorised public users and appropriately qualified divers in the Leased Area.

8.2 No Interference with Environment

The Lessee acknowledges that the Leased Area may be environmentally sensitive and that the Lessor has a general duty to protect the environment. Accordingly, the Lessee must not, without first obtaining the consent of the Lessor, do anything to damage or otherwise interfere with the natural environment on the Leased Area, including:

- (1) harming or endangering any flora or fauna on the Leased Area; or
- (2) anything else which in connection with the Leased Area may be harmful to the environment.

8.3 Notify the Lessor of Threats

The Lessee must immediately notify the Lessor if the Lessee becomes aware of anything which causes or could cause pollution (as defined in the *Environmental Protection Act 1986*) on or affecting the Leased Area.

8.4 Environmental Protection Laws

Unless otherwise stated, this Lease is not to be taken as exempting the Lessee from or limiting the obligation of the Lessee to comply with any law relating to the protection of the environment.

9. GENERAL OBLIGATIONS AND RESTRICTIONS

9.1 Obligations

The Lessee must:

- (1) conduct the Lessee's business or activities in the Leased Area in a proper manner; and

- (2) comply with all relevant requirements of any Authority, the current Tour Operator Handbook – Marine and General Licence Conditions dated 1 July 2010 as varied from time to time by the Lessor or his delegate and every law in connection with the Leased Area and the Lessee's Property except where such requirements relate to work of a structural nature, unless rendered necessary by the nature of the Lessee's business or activities in the Leased Area; and
- (3) withdraw any 'subject to claim' caveat lodged to protect the Lessee's interest under this Lease at the termination, or on an assignment, of this Lease; and
- (4) promptly give the Lessor a copy of every notice from any Authority received by the Lessee relating to the Leased Area; and
- (5) immediately notify the Lessor if the Lessee becomes aware of anything which is a threat to the Leased Area and comply with the Lessor's directions for the purpose of protecting property or persons in the Leased Area; and
- (6) promptly inform the Lessor after becoming aware of any damage to the Leased Area; and
- (7) at all times during the Term to duly and punctually comply with, observe, carry out and conform to the provisions of all laws, Acts and statutes (State, Commonwealth or local) and all subsidiary legislation now or hereafter in force and all requirements and orders of any authority (statutory or otherwise) which affect the Leased Area or the use of the Leased Area or which impose any duty or obligation upon the owner or occupier of the Leased Area.

9.2 **Restrictions**

In connection with the Leased Area, the Lessee must not (and may not permit anyone else to) except with the Lessor's consent:

- (1) cause damage to the Leased Area; or
- (2) put any signs or advertisements outside the Leased Area or within the Leased Area, except as required by this Lease; or
- (3) permit any other person to carry on business on or from the Leased Area; or
- (4) abandon the Leased Area; or
- (5) create a security interest over this Lease in favour of any person or give another person any right to occupy or use the Leased Area; or
- (6) lodge an absolute caveat to protect the Lessee's interests under this Lease.

9.3 **Local Government Act 1995 Requirements**

Even though the *Local Government Act 1995* and subsidiary legislation, including any building regulations, may not apply in respect of the Leased Area, the Lessee must comply with that Act and subsidiary legislation as if it did apply, except to the extent that the Lessor waives any requirement. The Lessee must pay to the Lessor on request the fees or other costs charged to the Lessor by any consultant or other competent person who provides advice to the Lessor in relation to the Lessee's compliance with the *Local Government Act 1995* and any subsidiary legislation.

10. INDEMNITY AND INSURANCE

10.1 Indemnity

The Lessee is responsible for and indemnifies the Lessor against any Liability resulting from:

- (1) any loss or damage to property or any injury to or death of any person occurring in the Leased Area or caused by the Lessee wherever occurring; or
- (2) any reasonable action taken by the Lessor to remedy a default by the Lessee.

This indemnity does not apply to the extent that the Liability is contributed to by the Lessor.

10.2 Insurance

The Lessee must maintain with a reputable insurer:

- (1) public liability insurance of at least the amount specified in item 8 of the Schedule for each accident or event in the Leased Area; and
- (2) insurance for the Lessee's Property and any insurance required by law as a result of the Lessee's use of the Leased Area.

10.3 Variation of Insurance amount

The Lessor may by notice to the Lessee at any time require the Lessee to increase the minimum cover for the Lessee's public liability insurance if in the circumstances it is reasonable for the cover to be increased.

10.4 Insurance obligations

The Lessee must also:

- (1) pay each premium due under the insurance policies taken out by the Lessee before the due date and, when reasonably requested by the Lessor, provide evidence of payment; and
- (2) when reasonably requested by the Lessor, provide evidence of currency for each insurance policy certified by the insurer; and
- (3) immediately notify the Lessor if an event occurs which may give rise to a claim under any insurance or which could adversely affect it or if an insurance policy is cancelled; and
- (4) if required by the Lessor, ensure that the Lessor's interests are noted on the policy of public liability insurance.

10.5 Lessor's insurance

Unless the Lessor consents, the Lessee must not:

- (1) do or allow anything to be done which could adversely affect any insurance taken out by the Lessor in connection with the Leased Area or which could increase the cost of obtaining that insurance; or
- (2) settle, compromise or waive any claim under any policy of insurance relating to the Leased Area.

11. MANAGEMENT OF THE LEASED AREA

11.1 *Managing Agent*

The Lessor may appoint a managing agent to manage the Leased Area and represent the Lessor in relation to this Lease. If the Lessor appoints a managing agent, the managing agent may exercise the rights and powers of the Lessor under this lease. the Lessor may at any time vary or terminate the authority of the managing agent. Decisions of the Lessor override those of the managing agent if there is any inconsistency between them.

11.2 *Exercise of Rights under the Conservation and Land Management Act 1984*

The Lessor reserves the right to enter the Leased Area at any time in order to exercise any right, power or authority which the Lessor has under the *Conservation and Land Management Act 1984*. The Lessee is not entitled to any compensation or to make any other claim against the Lessor for anything done by the Lessor on the Leased Area in the exercise of any right or authority under that Act.

11.3 *Right to Enter*

The Lessor may after giving reasonable notice to the Lessee (or in an emergency, without notice) enter the Leased Area to do any one or more of the following things:

- (1) inspect the state of repair and condition of the Leased Area;
- (2) maintain or repair the Leased Area and equipment in the Leased Area;
- (3) carry out structural work to the Leased Area or any other work required by an Authority;
- (4) remove anything which is harmful or dangerous;
- (5) anything which should have been done by the Lessee but which has not been done properly;
- (6) anything else which the Lessor is required to do by law or is permitted to do under this Lease;

without affecting the Lessee's obligations under this Lease.

11.4 *Minimise disruption*

If the Lessor does anything permitted by the preceding clause the Lessor must:

- (1) give the Lessee reasonable notice of the intended action before it is taken (except in an emergency); and
- (2) use its best endeavours to minimise disruption to the Lessee's business; and
- (3) make good any damage to the Lessee's Property (other than minor damage) caused by the Lessor.

11.5 *Dealing with the Leased Area*

The Lessor reserves the right to deal with the Leased Area by granting easements, licences or other rights or interests of any kind to any person over it at any time so long as this does not unreasonably interfere with the Lessee's use of the Leased Area for the Permitted Use. The Lessee is not entitled to any compensation or to make any other claim against the Lessor in relation to the proper exercise of any right given to another person by the Lessor. The Lessee is responsible for and indemnifies the Lessor against any Liability resulting from any claim

made by a person to whom a right or interest has been granted by the Lessor in connection with any negligent act or omission of the Lessee or any default by the Lessee under this Lease.

12. ASSIGNMENT AND SUBLETTING

12.1 *Consent Required*

Unless the Lessor consents under the next clause, the Lessee may not assign this Lease or sublet the Leased Area.

12.2 *Requirements for Consent*

The Lessee may assign this Lease or sublet the Leased Area if the Lessor consents and if the Lessee:

- (1) complies with the next clause; and
- (2) supplies to the Lessor evidence acceptable to the Lessor that the proposed assignee or sublessee are able and qualified to use the Leased Area for the Permitted Use, is financially sound and has a good reputation; and
- (3) remedies any default under this Lease unless it has been waived by the Lessor; and
- (4) if requested by the Lessor, arranges for the proposed assignee or sublessee to obtain from one or more persons, as reasonably nominated by the Lessor, a guarantee of the obligations under this Lease to be assumed by the proposed assignee or sublessee in a form prepared or approved by the Lessor's solicitors.

12.3 *Obligations on Assignment or Sublease*

If the Lessee assigns this Lease or sublets the Leased Area, the Lessee must:

- (1) deliver to the Lessor, before the date that the proposed assignment or sublease is to take effect, a completed agreement in the form of a deed prepared or approved by the Lessor's solicitors, by which the proposed assignee or sublessee agrees with the Lessor to be bound by this Lease as from the date the assignment or sublease takes effect; and
- (2) pay to the Lessor on request the Lessor's expenses, including legal costs:
 - (a) incurred in making reasonable enquiries about the proposed assignee or sublessee; and
 - (b) in connection with the preparation, completion and stamping of the assignment or sublease documents and any other related documents, (including the stamp duty on those documents).

12.4 *Lessee Remains Liable*

The Lessee remains fully liable under this Lease even if the Lessee assigns this Lease or sublets the Leased Area or gives any right in relation to this Lease or the Leased Area to any other person.

12.5 **Change in Control**

If the Lessee is a company, and there is a change in control of the Lessee the Lessor may require the Lessee to obtain from the persons who have acquired control, as reasonably nominated by the Lessor, a guarantee of the Lessee's obligations under this Lease in a form prepared or approved by the Lessor's solicitors. If the Lessee is a subsidiary company a change in control includes a change in control of its holding company.

In this clause:

- (1) **company** does not include a company which is listed on the Australian Stock Exchange or is wholly owned by such a company; and
- (2) **control** means control of the composition of the board of directors or control of more than 20% of the shares with the right to vote at general meetings; and
- (3) words defined in the Corporations Law have the meanings given to them by that Law.

12.6 **Exclusion of Statutory Provisions**

The provisions of sections 80 and 82 of the *Property Law Act 1969* do not apply to this Lease.

12.7 **Fees**

The Lessee must reimburse the Lessor on request for all fees paid by the Lessor to any agent or consultant engaged by the Lessor in connection with a proposed assignment or sub-letting by the Lessee.

13. **HOLDING OVER**

If the Lessor consents to the Lessee continuing to occupy the Leased Area after the Expiry Date or after the end of any extended term, the Lessee is a monthly tenant of the Leased Area and:

- (1) the monthly tenancy may be terminated by either party giving to the other at least one month's notice which may expire on any day; and
- (2) the rent is the same rent payable immediately before the Expiry Date or after the end of any extended term; and
- (3) all the other provisions of this Lease apply to the monthly tenancy except any option to extend this Lease.

14. **DEFAULT**

14.1 **Re-entry**

The Lessor may terminate this Lease by notice to the Lessee or by re-entering the Leased Area if:

- (1) the Lessee repudiates this Lease; or
- (2) the Lessee abandons the Leased Area; or

- (3) the Lessee ceases to use the Leased Area for the Permitted Use other than for a temporary period;
- (4) or the rent or any other money payable by the Lessee is unpaid for longer than 3 months after it is due to be paid; or
- (5) the Lessee is in default under this Lease and, if the default can be remedied, the Lessee has not remedied the default within 3 months after receiving a notice from the Lessor specifying the default and requiring it to be remedied; or
- (6) an Insolvency Event occurs; or
- (7) the Lessee defaults under the Permit.

Except for the notice given under subclause (5) and except for any notice otherwise required by law the Lessor does not need to give notice to the Lessee before re-entering the Leased Area.

14.2 Essential Terms and Damages

Every obligation of the Lessee under this Lease:

- (1) to pay money; or
- (2) not to do something without the Lessor's consent; or
- (3) relating to damage to the Leased Area or to the state of repair or condition of the Leased Area,

is an essential term of this Lease. (This clause does not prevent other obligations being essential terms).

If the Lessee defaults by not performing or complying with any obligation which is an essential term, The Lessor is entitled to recover damages for losses over the whole Term, including losses caused by the non-payment of money by the Lessee over that period, even if this Lease is terminated by the Lessor as a result of the Lessee's default before the Expiry Date.

This clause is not to be taken as relieving the Lessor of any duty to mitigate losses which is imposed by law.

14.3 Right to Damages not Affected

The Lessor's right to recover damages is not affected if:

- (1) the Lessor accepts the Lessee's repudiation of this Lease; or
- (2) the Lessor terminates this Lease by notice or re-entry; or
- (3) the Lessee has abandoned the Leased Area; or
- (4) there is a surrender of this Lease by law.

14.4 *Interest on Overdue Money*

The Lessee must pay interest on any money which is not paid by the due date. Interest is to be the higher of:

- (1) 15%; or
- (2) the current reference rate or other base rate charged by the Commonwealth Bank on overdraft loans of less than \$100,000 plus 2%,

and is to be calculated on a daily basis from the due date until the money is paid. The interest is to be paid when requested by the Lessor.

14.5 *Acceptance of Rent or Mitigation*

The acceptance of rent or other money owing under this Lease or an attempt by the Lessor to mitigate losses is not to be taken as a waiver of a default by the Lessee under this Lease or a surrender by law.

15. LESSEE'S OBLIGATIONS ON TERMINATION

15.1 *Lessee to Move Out*

The Lessee must move out of the Leased Area and remove all buoys and moorings from the Leased Area by the end of the Term except that if this Lease is terminated before that date, the Lessee must move out and remove all buoys and moorings as soon as reasonably possible after this Lease is terminated.

15.2 *Abandonment of Lessee's Property*

If the Lessee does not remove all the Lessee's Property when the Lessee has to move out of the Leased Area the Lessee is deemed to have abandoned the Lessee's Property remaining in the Leased Area and the Lessee's Property will become the property of the Lessor.

15.3 *Risk*

The Lessee's Property is at the Lessee's risk at all times before and after the termination of this Lease.

15.4 *Damage Caused by Moving Out*

The Lessee must repair any damage to the Leased Area caused by moving out of the Leased Area or removing the Lessee's Property.

15.5 *Reinstatement*

If the Lessee has made any improvements or alterations to the Leased Area or carried out any work on the Leased Area or done anything else to change the Leased Area if the Lessor requires, the Lessee must reinstate the Leased Area before the end of the Term so that the Leased Area is returned to the condition it was in before the improvements or alterations were made, or the work carried out or the other changes were made. The Lessee's obligations under this clause include removing any building or other structure erected in the Leased Area by the Lessee unless the Lessor agrees otherwise or unless this Lease provides otherwise.

16. COSTS AND EXPENSES

16.1 *Costs and Expenses*

The Lessee must pay or reimburse the Lessor on request for all the Lessor's costs and expenses (including legal costs and expenses) in relation to:

- (1) arranging for any survey or demarcation drawing necessary to identify the Leased Area; and
- (2) negotiating, preparing, signing and stamping of this Lease and any document assigning, varying or surrendering this Lease; and
- (3) any proposed or actual assignment or subletting by the Lessee including the engagement by the Lessor of any agent or consultant in connection with the proposed or actual assignment or subletting; and
- (4) enforcing any right under this Lease including giving a notice of default under section 81 of the *Property Law Act 1969*; and
- (5) any default by the Lessee which causes loss to the Lessor; and
- (6) giving any consent or approval under this Lease.

16.2 *Duties and Fees*

The Lessee must pay or reimburse the Lessor on request for all stamp duty and fees (including fines and penalties attributable to the Lessee) payable in connection with this Lease.

17. MISCELLANEOUS

17.1 *Remedies Cumulative*

The rights, powers and remedies in this Lease are in addition to the rights, powers and remedies provided by law independently of this Lease.

17.2 *Accrued Rights*

The termination of this Lease for any reason does not affect the rights of the Lessor in relation to a default by the Lessee before termination.

17.3 *Severance*

If any part of this Lease or the application of that part to any person or circumstance is or becomes unenforceable, the other provisions of this Lease are not affected but continue to be enforceable.

17.4 *Payments*

The Lessee must make all payments under this Lease without set-off, counterclaim or deduction. Payments by the Lessee under this Lease are to be made to the Lessor or any other person nominated by the Lessor. The Lessor need not make a demand for payment of any amount required to be paid by the Lessee under this Lease unless required by law. If this Lease does not specify when a payment is due, it is due within 14 days after the Lessor requests payment.

17.5 *Transfer of Land Act 1893*

The covenants and powers implied in every lease made under the *Transfer of Land Act 1893* are implied in this Lease, whether registered under that Act or not, except:

- (1) to the extent that they are modified by this Lease; and
- (2) the implied covenant set out in section 92(ii), which is excluded.

17.6 *Cost of Complying with Obligations*

Unless otherwise stated in this Lease, the Lessee must pay the cost of performing or complying with every obligation of the Lessee under this Lease.

17.7 *The Lessor Can Comply*

If the Lessee does not perform or comply with an obligation under this Lease the Lessor may do what is necessary for the obligation to be performed or complied with. The Lessee must reimburse the Lessor for any reasonable costs or expenses incurred in ensuring the Lessee's obligations are performed or complied with.

18. NOTICES

18.1 *Form and Address*

A notice or other communication in connection with this Lease must be in writing and may be signed by the relevant party or its solicitors or agents.

The notice or other communication may be:

- (1) left at or posted to the address of the addressee as set out in the Schedule or any other address notified to the sender as an address for the giving of notices; or
- (2) sent by facsimile transmission to any facsimile number used by the addressee.

18.2 *Receipt*

Unless a later time is specified in it, a notice or other communication takes effect from the time it is taken to be received, which is:

- (1) if left at the address of the addressee, the next Business Day after the day it is left;
- (2) if posted, on the third Business Day after posting; and
- (3) if sent by facsimile transmission, on the next Business Day after the facsimile was sent.

19. TRUSTEE PROVISIONS

If the Lessee has entered into this Lease in the capacity of trustee whether or not the Lessor has any notice of the trust, the Lessee:

- (1) is taken to enter into this Lease both as trustee and in the Lessee's personal capacity and acknowledges that the Lessee is personally liable for the performance of the Lessee's obligations under this Lease; and
- (2) is personally liable for the performance of the Lessee's obligations under this lease; and

- (3) will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Lessor for any default by the Lessee; and
- (4) will assign to the Lessor any right of indemnity the Lessee has against the assets of the trust to the extent of the liability of the Lessee under this Lease; and
- (5) warrants that the Lessee has the power and authority under the terms of the trust to enter into this Lease.

20. DEFINITIONS AND INTERPRETATION

20.1 Definitions

In this Lease:

Authority means any governmental or public authority of any kind.

Business Day means a day on which banks are open for business in Perth other than a Saturday or a Sunday.

Commencement Date means the date in item 4.1 of the Schedule.

Energy Supplier means any Authority, company or other body which supplies, at the Lessor's request, gas, electricity or other sources of energy to the Leased Area.

Environmental Laws means all laws regulating or otherwise relating to the environment including laws relating to land use planning, heritage, pollution, contamination, public and occupational health and safety, or any other aspect of protection of environment.

Event of Default means the occurrence of any of the events referred to in clause 14.1.

Expiry Date means the date in item 4.2 of the Schedule.

Insolvency Event means the happening of any of the following events in relation to the Lessee:

- (1) the Lessee is unable to pay all the Lessee's debts as and when they become due and payable or the Lessee has failed to comply with a statutory demand as provided in section 459F of the Corporations Law, or the Lessee is deemed to be unable to pay the Lessee's debts under section 585 of the Corporations Law;
- (2) a meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator.
- (3) an application is made to a court for an order or an order is made that the Lessee to be wound up;
- (4) the appointment of a controller (as defined in section 9 of the Corporations Law) of any of the Lessee's assets;
- (5) the Lessee proposes to enter into or enters into any form of arrangement (formal or informal) with the Lessee's creditors or any of them, including a deed of company arrangement; or
- (6) the Lessee becomes an insolvent under administration, as defined in section 9 of the Corporations Law.

Leased Area means the area described in the Lease Plan, being three dimensional, including the airspace above and extending to the seabed below. The Leased Area also means the 200 metre square exclusion zone surrounding the Saxon Ranger and provides for no anchoring or fishing within this zone.

Lease Plan means the plan attached to this Lease.

Lessee's Property means any equipment or other property which the Lessee brings in to the Leased Area.

Liability includes any obligation to pay money or other loss, cost or expense of any kind.

Permitted Use means the use described in item 7 of the Schedule.

Rates and Taxes means any rate, tax, levy or any other charge imposed at any time during the Term of the Lease by any State, local or Federal governmental body, authority, department or instrumentality or any other authority of any kind, in relation to the supply or use of the Leased Area or any thing under or in connection with the Lease.

Tax Invoice includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.

Term means the period referred to in item 4 of the Schedule.

The Lessee means the person or persons named in item 2 of the Schedule and includes the Lessee's successors and an assignee, a sublessee or any other person having a right to possess, use or occupy the Leased Area.

The Lessor means the statutory body described in item 1 of the Schedule and includes the Lessor's successors and an assignee of the reversion and, where the context permits, any person authorised by the Lessor to do any act on behalf of the Lessor for the purposes of this Lease, including a managing agent.

20.2 *Interpretation*

In this Lease, unless the contrary intention appears:

- (1) a reference to the Lessee includes the Lessee's employees, agents, contractors, sublessees, licensees, customers and any other person who is in the Leased Area with the Lessee's permission (direct or implied);
- (2) a reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them occurring at any time before or after the Commencement Date;
- (3) the singular includes the plural and vice versa;
- (4) the word "person" includes a firm, a body corporate, an unincorporated association or an Authority;
- (5) an obligation, representation or warranty:
- (6) in favour of 2 or more persons is for the benefit of them jointly and severally; and
- (7) on the part of 2 or more persons binds them jointly and severally;
- (8) each obligation of a party to this Lease has effect as a covenant given in favour of the party who may enforce the obligation;

- (9) if a period of time is expressed to be calculated from or after a specified day, that day is not included in the period;
- (10) a reference to a day is a reference to the 24 hour period commencing at midnight;
- (11) a reference to a month is to a calendar month and a reference to a year is a calendar year;
- (12) if the word 'including' or 'includes' is used, the words: "without limitation" are deemed to immediately follow;
- (13) a reference to the termination of this Lease includes the expiry of the Term; and
- (14) a reference to the Term in relation to any obligation of the Lessee is to be taken as including a reference to any period during which the Lessee occupies or uses the Leased Area with the Lessor's consent.

20.3 ***Schedule***

All the provisions in the Schedule at the front of this Lease are incorporated in and form part of this Lease.

20.4 ***This Lease***

A reference to this Lease includes:

- (1) everything forming part of this document; and
- (2) any agreed changes to this document which are recorded in a separate document.

ANNEXURE 1

MARINE PARK COMMERCIAL OPERATIONS CONDITIONS

DEFINITIONS

In this Annexure, unless the context otherwise requires:

DEC means the Department of Environment and Conservation.

Environmental criteria means the environmental criteria that the Department of Environment and Conservation specifies for a mooring and may alter from time to time.

Director General means the Chief Executive Officer (CEO) or Director General of DEC referred to in section 36(1) of the *Conservation and Land Management Act 1984* or his delegate.

Licence means a Commercial Operations Licence granted in accordance with part 7 Division 3 of the *Conservation and Land Management Regulations 2002* by the Director General and which Licence incorporates the Conditions.

Mooring Anchor means the method of attachment of the mooring to the seabed.

Operations means the Commercial Operations which may be undertaken by the Lessee pursuant to the Lease.

Park means Shoalwater Islands Marine Park.

Passengers means those persons who are provided Operations by the Lessee's Commercial Dive Operators.

Person includes a body corporate.

Saxon Ranger means the vessel the Lessee scuttled in the Park.

Top End Gear means all mooring apparatus above the seabed connected to the mooring anchor.

INTERPRETATION

- a. A reference to any thing that the Lessee must or must not do includes, where the context permits, the Lessee's employees, agents and contractors and passengers.
- b. The singular includes the plural and vice versa.
- c. A reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.
- d. If the Lessee consists of a partnership or joint venture, then:
 - i. an obligation imposed on the Lessee binds each person who comprises the Lessee jointly and severally;
 - ii. the act of one person who comprises the Lessee binds the other persons who comprise the Lessee; and
 - iii. a breach by one person who comprises the Lessee constitutes a breach by the Lessee.
- e. A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- f. If a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning.
- g. If the word "including" or "includes" is used, the words "without limitation" are taken to immediately follow.

CONDITIONS

1. These conditions are subject to the *Conservation and Land Management Act 1984* and the *Conservation and Land Management Regulations 2002*.
2. The Lessee acknowledges and agrees that the granting of this Lease is subject to the Lessee obtaining all required approvals under State and Commonwealth legislation, and the Lessee will ensure all of these approvals have been obtained before undertaking any action, procedure or operation pursuant to this Lease.

MOORINGS

3. The Lessee has lawful authority to install four (4) moorings only within the Leased Area of the Park at its own expense, and at locations approved by the Lessor's Swan Coastal District Manager by the end of the first year of the Term of the Lease.
4. The Lessee will ensure that the moorings do not damage the Saxon Ranger and are environmentally acceptable and meet the following criteria:
 - (a) The mooring is installed in such a manner as to avoid causing damage to sensitive habitats (e.g. corals/seagrass);
 - (b) The mooring is non-polluting;
 - (c) The mooring must not move; and
 - (d) The top end gear must not come into contact with the seabed (including sand, seagrass, corals etc) at any time.
5. The Lessee is responsible for all costs associated with the installation, annual assessment, insurance, maintenance, repair and removal of the moorings.
6. By 1 May each year, the Lessee must provide the Lessor with a certified copy of the annual inspection report for each of the four (4) moorings as completed by an authorised contactor.
7. The Lessee must maintain "wreck" insurance and third party liability insurance for the moorings for a minimum of five million dollars (\$10,000,000.00) each.
8. The Lessee will not construct or authorise the construction of any other structures (including beach or swing moorings or pontoons) within the Park without first obtaining the written approval from the Lessor.
9. The Lessee will ensure that all vessels that attach to the approved moorings are suitable for the limits of acceptable use specified on the mooring.
10. The Lessee will ensure that when vessels hook up to a mooring, that the vessel approaches from outside the Leased Area boundary and does not traverse over the wreck or through the Leased Area in order to attach to the mooring.
11. The Lessee agrees to make available any of the four (4) moorings for a DEC vessel upon request.

ANCHORING

12. The Lessee will ensure that vessels do not anchor in the Leased Area, without lawful authority except in the case of an emergency.
13. When anchoring a vessel within the boundaries of the Park but outside the Leased Area, the Lessee will ensure that vessels associated with the Operation of the Lease do not anchor in vegetated areas of seabed or within such proximity of any sensitive habitats (e.g. seagrass), that would likely result in damage to that habitat.

COMPLIANCE

14. Local government rangers nominated by the Lessee to be appointed as honorary DEC officers for the purpose of managing activities within the Leased Area shall be required to successfully complete a law enforcement training session delivered by DEC before being considered by DEC for appointment.
15. The Lessee shall be responsible for enforcing those provisions of the *Conservation and Land Management Regulations 2002* that the Lessor and the Lessee have to be enforced, to public users within the Leased Area in conjunction with the Lessor.

MONITORING AND MAINTENANCE

16. The Lessee may enter into a management arrangement with the commercial dive operators to undertake and/or report on six monthly, (including but not limited to) to the satisfaction of the Lessor such things as:
 - i. Regular monitoring of the wreck condition to ensure that risks to divers are minimised;

- ii. Minor maintenance of the wreck where requested by the Lessee through the Lessor;
 - iii. Visitor usage;
 - iv. On site management of visitors to the site;
 - v. Compliance monitoring of visitors to the wreck;
 - vi. Problems associated with the operations and any incidents that occur;
 - vii. Sightings of marine mammals (Cetaceans and Pinnipeds) and penguins; and
 - viii. Site clean up to remove rubbish and fishing gear.
17. The Lessee will provide the Lessor with six monthly reports on all of the requirements of conditions 19 plus an analysis of vessel stability and commercial dive operator compliance with the Lease conditions as per the requirements set by the Marine Parks and Reserves Authority. In the event, that a vessel stability report deems the Saxon Ranger is unsafe beyond repair and therefore unsuitable for use as a dive wreck, the Lessee shall provide a management plan for the decommissioning of the site and associated infrastructure.
 18. Within three (3) months of granting of the Lease and to the satisfaction of the Lessor's Swan Coastal District Manager, the Lessee will submit to the Lessor a monitoring program addressing financial, social, environmental and legislative aspects of the wreck and operations associated with wreck.
 19. The Lessee must comply with all monitoring requirements set by any relevant Australian Government Department or any relevant Environmental legislation as it applies to the Leased Area.
 20. The Lessee shall remedy any hazards identified by any inspection report within **one month** of the inspection report being received by the Lessee.

OPERATIONS

21. The Lessee is responsible for (to the satisfaction of the Lessor):
 - i. On-going maintenance of the wreck to ensure that risks to divers are minimised;
 - ii. The installation, maintenance, insurance and on-going inspections of two moorings to be used under a City permit by members of the public;
 - iii. The installation, maintenance, insurance and on-going inspection of two moorings to be used by two commercial dive operators;
 - iv. Collection of permit fees and management of the booking system for the public moorings;
 - v. On-site management of visitors within the Leased Area (as specified in the Guidelines for the Management of the Saxon Ranger Site);
 - vi. All costs associated with the management of the dive site and immediately surrounding waters within the Leased Area or proposed leased area; and
 - vii. Installation and maintenance of four (4) permanent markers demarcating the boundary of the Leased Area.
22. The Lessee must ensure that public users are appropriately qualified to dive on the wreck. The Lessee must also be available to manage and monitor the public use moorings and public users, and maintain a register of public users.
23. The Lessee will ensure that permits for use of the two (2) public moorings are provided only to appropriately qualified divers, and that they are advised of the Occupational Health and Safety requirements for divers.
24. The Lessee must develop interpretive material to the satisfaction of the Lessor advising users of the risks and requirements of diving on a purpose created dive wreck. This should include safe diving practice, a code of conduct, including no take policy, and the requirements that relate to anchoring and fishing within the Leased Area.
25. The Lessee must provide a vessel that meets the survey requirements of the Department of Transport with suitably qualified and trained personnel to manage and inspect the site on a regular basis.

LEASE No. 2301/100 - SAXON RANGER DIVE SITE

LEASE PLAN APPROVAL

LESSEE

WITNESS

LESSOR

WITNESS

LESSEE

CITY OF ROCKINGHAM

LGA

CITY OF ROCKINGHAM

SURFACE
AREA

Abt 4ha

LAND DISTRICT

SWAN

DRAWN

JLF 9.8.2011

DEC DISTRICT

SWAN COASTAL

CHECKED

RO 17.8.2011

PLAN REF.

DEC COG Plan: 2033 - 23 (BT.41)

FILE No. 2009/004782-1

SCALE 1 : 20 000



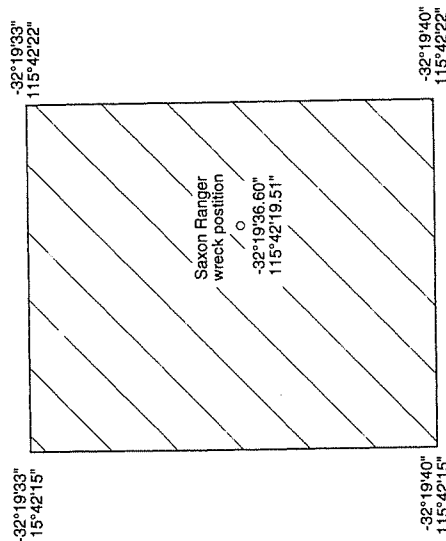
Department of
Environment and
Conservation

Our environment, our future

SAFETY BAY

WARNBRO SOUND

Enlargement Not to Scale



Note: Boundary as per Conservation and Land Management
(Saxon Ranger Dive Wreck Restricted Area) Notice 2005
as published in the Government Gazette 8 November 2005
(Coordinate Datum GDA94)

Lease area is three dimensional and includes the airspace above
and extends to the seabed below.
Wreck position coordinates established in the field
(using Garmin GPS12; Datum: WGS84)

SHOALWATER

SAFETY BAY

SHOALWATER ISLANDS
MARINE PARK
Marine Reserve No. 5

Saxon Ranger Dive Site



See Enlargement

Penguin
Island

First
Rock

Second
Rock

Third
Rocks

Passage
Rock

ATTESTATION SHEET

Executed by the parties as a Deed on the 7th day of December in the year 2011

LESSOR/LESSORS SIGN HERE (NOTE 9)

The Common Seal of the CONSERVATION)
AND LAND MANAGEMENT EXECUTIVE)
BODY was hereunto affixed by)



Ry. Munro

CHIEF EXECUTIVE OFFICER

in the presence of:

Witness

CAMPBELL YOUNGSON

PUBLIC SERVANT

Occupation of Witness

168 ST GEORGES TCE PERTH WA

Address of Witness

LESSEE/LESSEES SIGN HERE (NOTE 9)

The Common Seal of
CITY OF ROCKINGHAM
was hereunto affixed by the authority
of a resolution of the Council
in the presence of:



[Signature]
.....
MAYOR
(Signature)

[Signature]
.....
Witness
(Signature)

Barry Samuels
.....
Name of Mayor

Beverley Blyth
.....
Name of Witness

[Signature]
.....
CHIEF EXECUTIVE OFFICER
(Signature)

[Signature]
.....
Witness
(Signature)

Andrew Hammond
.....
Name of Chief Executive Officer

Beverley Blyth
.....
Name of Witness

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 Annexure".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by 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 person signing this document and their witnesses.
4. Duplicates are not issued for Crown Land Titles.

NOTES

1. DESCRIPTION OF LAND

Lot and Diagram/Plan number or Location name and number to be stated.

Extent – Whole, part or balance of the land comprised in the Certificate of Title/Crown Land Title to be stated. The Certificate of Title/Crown Land Title Volume and Folio number to be stated.

2. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS

The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. If none show "nil".

3. LESSOR

State full name and address of Lessor/Lessors and the address/addresses to which future notices can be sent.

4. LESSEE

State full name and address of 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

Term to be stated in years, months and days. Commencement date to be stated. Options to renew to be shown.

6. RECITE ANY EASEMENTS TO BE CREATED

Here set forth 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. RENTAL

State amount of yearly rental in words.

8. PAYMENT TERMS

State terms of payment

9. EXECUTION

A separate attestation is required for every person signing this documents. Each signature should be separately witnessed by an Adult Person. The name, address and occupation of witnesses must be stated.

EXAMINED

Office Use Only

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY: Department of Environment and Conservation

ADDRESS: 17 Dick Perry Avenue, Kensington, Western Australia 6152

PHONE No. 9423 2333

FAX No. 9423 2466

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

TITLES, LEASES, DECLARATIONS ETC LODGED
HEREWITH

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

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