



SOLUTIONS WITH EXCELLENCE

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Valuation Report

Lot 302 Fairway Drive
Bilingurr, Western Australia 6725

File Ref: 8302753

VALUATION REPORT



Lot 302 Fairway Drive Bilingurr, Western Australia 6725

Prepared For	Shire of Broome
Report Purpose	Ground Lease purposes
Valuation Date	21 September 2017
Our Reference	8302753
Client Reference	PO 81867

Opteon (North West WA)

ABN 26 088 064 724

PO Box 5454 Cable Beach WA 6726

P (08) 9192 3930 E wa.info@opteonsolutions.com

F (08) 9192 3931 W www.opteonsolutions.com

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4. Taking Order
5. Lease

1.0 Executive Summary

1.1 Instructions

Instructing Party	Myles Mitchell, Shire of Broome
Client / Authorised Party	Shire of Broome
Client Reference	PO 81867
Valuation Purpose	Ground Lease purposes - <i>Please note, this report does not meet Practice Standards for valuations for mortgage/finance purposes and is specifically unsuitable for this purpose.</i>

1.2 Property Details

Property Address	Lot 302 Fairway Drive, Bilingurr, Western Australia 6725
Property Description	The subject comprises a 4.154 hectare bush covered lot situated approximately 5 kilometres northwest of the main Broome townsite.
Title Reference	Lot 302 Deposited Plan 43435 Volume LR3134 Folio 498
Tenure Type	Crown Land - Leasehold
Primary Interest Holder	John Geappen
Total Site Area	4.154 ha
Encumbrances	1. I943138 Taking Order. The designated purpose of camel lease. Registered 5/7/2004. 2. J513741 Lease. Subject to the terms and conditions as set out in the lease. Registered 17/11/2005.
Zoning	Rural Residential

1.3 Property Profile

Market

Stock Levels	There are comparatively few sites available for lease appropriate for the current use.
Leasing Volumes	There are comparatively few lease transactions of comparable sites.
Leasing Demand	Leasing demand for the subject site is soft, with few potential tenants.

Assumptions & Recommendations:


Verifiable Assumptions	The instructions and information supplied contain a full disclosure of all information that is relevant.
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1.4 Valuation

Market Rent

Market Net Rent:	\$24,000 pa
Market Net Rental Rate:	\$5,778/ha

This valuation is exclusive of GST & outgoings

Date of Inspection	21 September 2017
Date of Valuation	21 September 2017
Date Issued	22 September 2017
Currency of Valuation	90 days from the date of valuation, or such earlier date if you become aware of any factors that have any effect on the valuation.
Pecuniary Interest	We confirm that the valuer does not have any pecuniary interest that would conflict with the proper valuation of the property.
Signatories	 Fraser McPhail AAPI CPV API No: 74873 WA Lic No: 44668 Inspecting Valuer

Important	<i>This Executive Summary must be read in conjunction with the remainder of this report. The Executive Summary is only a synopsis designed to provide a brief overview and must not be acted upon in isolation to the contents of the valuation report.</i>
Third Party Disclaimer	<i>This report has been prepared for the private and confidential use of our client, Shire of Broome for the specified purpose. It should not be reproduced in whole or part without the express written authority of Opteon (North West WA) or relied upon by any other party for any purpose and the valuer shall not have any liability to any party who does so. Our warning is registered here, that any party, other than those specifically named in this paragraph should obtain their own valuation before acting in any way in respect of the subject property.</i>
Digital Copies of Reports	<i>Where a report has been provided in digital copy and has not been received directly via our firm, the report contents, especially the valuations and critical assumptions, should be verified by contacting the issuing office to ensure the contents are bona fide. In particular if the reader of this report has suspicions that the report appears to be tampered or altered then we recommend the reader contact the issuing office.</i>
Reliance on Whole Report	<i>This valuation should be read in its entirety, inclusive of any summary and annexures. The valuer and valuation firm does not accept any responsibility where part of this report has been relied upon without reference to the full context of the valuation report.</i>

2.0 Instructions

Instructions have been received to undertake a valuation of the property as per the details below.

Instructing Party	Myles Mitchell, Shire of Broome
Property Address	Lot 302 Fairway Drive, Bilingurr, Western Australia 6725
Date of Instructions	21 September 2017
Client / Authorised Party	Shire of Broome
Valuation Purpose	Ground Lease purposes
Specific Instructions	Assessment of the Market Rental of the property as at the Date of Valuation.
Scope of Work	<p>The scope of work undertaken by the valuer in completing the valuation has included:</p> <ul style="list-style-type: none">• Collation of information from relevant parties regarding the subject property;• Undertaking our own research regarding the subject property;• An inspection of the property and measurement of buildings where required;• Undertaking market research of similar properties;• Preparation of valuation calculations; and• Preparation of this report.
Compliance	Our valuation has been prepared with reference to the Australian Property Institute Practice Standards and Guidance Notes.

A copy of our instructions is attached to this report.

3.0 Basis of Valuation & Definitions

This valuation has been prepared in accordance with definitions and Valuation Applications of the International Valuation Standards Council (IVSC) and endorsed by the Australian Property Institute.

Market Rent	The estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.
Face Rent	<i>"The rent shown on a lease document which may include incentives."</i>
Effective Rent	<i>"The actual liability for rent after adjustments for any incentives and costs to the face rent are taken into account."</i>

4.0 Date of Valuation

Valuation Date	21 September 2017
Date of Inspection	21 September 2017
Currency of Valuation	90 days from the date of valuation, or such earlier date if you become aware of any factors that have any effect on the valuation.

5.0 Location

Location

The property is located in the north west town of Broome, approximately 2,200 kms from Perth. Broome has a shire population in the order of 16,222 people (Census 2016). Main industries supporting the town include pearling, tourism, mining/oil & gas, government agencies and agriculture. The town has a wide range of amenities including shopping centres, schools, secondary education facilities, hospital, deep water shipping port and an international airport. The actual town population, as at 2016 Census was 13,984 which swells considerably over the winter months as visitor numbers/short stay residents converge on Broome during the dry season.

Neighbourhood

More specifically the subject is positioned within the North Cable Beach special rural precinct, being approximately 5 kilometres northwest of the main Broome townsite. This is a somewhat upmarket rural/residential area with surrounding properties comprising a mixture of older style homes to recently constructed substantial residences on mainly 1 and 2 hectare land parcels.

Access

Access is provided via an unsealed portion of Fairway Drive.

Location Map



Sourced from Google Maps - www.google.com

Specific Location Map



Sourced from Google Maps - www.google.com

6.0 Tenure

6.1 Title Particulars:

Title Reference	Tenure	Primary Interest Holder	Title Area
Lot 302 Deposited Plan 43435 Volume LR3134 Folio 498	Crown Land - Leasehold	John Geappen	4.154 ha
Total Site Area			4.154 ha

7.0 Planning

Local Government Area	Shire of Broome
Planning Scheme	Local Planning Scheme No. 6
Current Zoning	Rural Residential
Permitted Uses	The subject is encumbered with a restricted use covenant which overrides the permitted uses under for the Rural Residential zoning under the Local Planning Scheme No.6. The covenant limits the useability of the site for the purpose of keeping camels, wildlife centre and aboriginal cultural uses only.

8.0 Site

8.1 Site Details

Site Description	Comprises a rectangular shaped lot which is generally level throughout.
Site Area	4.154 ha
Source of Site Area	Deposited Plan
Identification	The property has been identified by reference to the Deposited Plan and our on site inspection.

9.0 Photography



10.0 Occupancy and Lease Details

Occupancy Status	Leased (holding over)
Lessee	John Geappen
Commencement Date	01/10/2005
Expiry	30/09/2015. The previous term has expired and it appears the lease has continued on a periodic basis under the same conditions.
Passing Rent	\$20,000 per annum (plus outgoings).
Reviews	The most recent review was in May 2014.
Outgoings	Outgoings are paid by the tenant.

11.0 General Comments

The subject comprises a 4.154 hectare allotment situated within the North Cable Beach special rural precinct, approximately 5 kilometres northwest of the main Broome townsite. The site is largely covered with native vegetation with portions of cleared land.

12.0 Market Commentary

In providing our valuation advice we have taken into consideration sales activity for industrial/commercial properties from within the Broome locality. There have been a number of sales of industrial/commercial properties within Broome in more recent times, however at well below historical levels. Recent factors affecting the soft market conditions which currently prevail include the tightening in lender finance due to an increase in risk assessment by financiers making it more difficult to borrow capital and a downturn within both the local and state economy. On the positive side borrowing rates are at historically low levels.

Over the past decade the town's economy has expanded and diversified in particular with regard to the resources industry. The proposed development of the Browse Basin (oil and gas fields) and the associated land based industrial hub 60 km north of Broome was seen as a major new project which would support the main established industries of tourism, pearling, agriculture and government services.

The market has softened since April 2013 when Woodside shelved its major onshore oil and gas processing plant in favour of floating LNG processing technology. It was hoped an announcement by Woodside to proceed with a proposed floating LNG project off the Kimberley coast would give the local economy a much needed boost, however as of March 2016 Woodside has shelved plans for such development given the global market place for oil and gas.

The above announcements in conjunction with similar announcements from smaller companies in the oil and gas industry has impacted significantly upon local industry with not only decreases in mining and gas employment but also significantly in the logistics services and building industry with a number of organisations laying off staff in recent times.

In addition, the slow retail and tourist industries over the last 5 years has seen a lowering in overall occupancy rates for tourist complexes within Broome, which as a result has impacted on the retail sector. This is mainly due to factors such as the strong Australian dollar (however this has dropped over the last year or so) and cheap overseas holiday

packages, particularly to Bali and other South East Asian destinations. The tourist market within Broome is seasonal with high season months June, July and August remaining strong however tourist visitors and hence occupancy rates have been decreasing over the shoulder months April, May, September and October. This is detrimental to overall yearly profitability because the low season/wet season months November through to March are expected to have low occupancy. The recent fall in the Australian Dollar has seen a slight rebound in the tourism sector, with some tourist operations reporting 2016 being slightly up on 2015 figures. However, recent conversations with a number of operators indicate that 2017 is proving to be mixed between operators.

13.0 Market Evidence

13.1 Rental Evidence

Market Rents:

In forming our opinion of the Market Rental Value of the subject property, we have had regard to various lease transactions, a selection of which are detailed below:

Property	Lot 231 Research Station Road, Kununurra, WA
Lease Rental	\$25,300 pa
Date Rent Set	July 2017
Tenancy Area	27 ha
Lease Term & Options	10 years with a 2 year option
Rent Review Method	Annually at CPI (capped between 0% and 5%). Market review at option.
Rental Analysis	Reflects \$937 per hectare
Comments	This comprises a regular shaped parcel of furrow irrigated black clay soil. Area is approximately 27ha. Entered into with a 17ML/pa water entitlement. Internal allotment accessed via dry weather farm tracks.
Comparability	This is a much larger site situated in an inferior location. A higher rate will apply to the subject site.

Property	Lot 501 Lullfitz Drive, Bilingurr, WA
Lease Rental	\$22,000 pa
Date Rent Set	January 2014
Tenancy Area	4.79 ha
Lease Term & Options	Unknown/not provided
Rent Review Frequency	We have been informed annual reviews were originally agreed to but have not been implemented.
Rental Analysis	Reflects \$4,593 per hectare
Comments	This is a 4.79 ha bush lot situated within the North Cable Beach special rural precinct, approximately 5 kilometres northwest of the main Broome townsite. The lot is accessed via an easement driveway. The property is heavily restricted in its permitted uses and is utilised as a camel reserve.
Comparability	This is a larger site adjoining the subject, with inferior access via an easement driveway. A higher rate will apply to the subject.

Property	Lot 500 Lullfitz Drive, Bilingurr, WA
Lease Rental	\$24,000 pa
Date Rent Set	August 2017
Tenancy Area	5.081 ha
Lease Term & Options	The lease has not yet been finalised and is yet to commence, however we have been informed both parties have agreed to the rental rate in principle.
Rent Review Method	Unknown
Rental Analysis	Reflects \$4,723 per hectare
Comments	This is a 5.081 ha bush lot situated within the North Cable Beach special rural precinct, approximately 5 kilometres northwest of the main Broome townsite. The property is heavily restricted in its permitted uses and is utilised as a camel reserve.
Comparability	This is a larger however inferior shaped lot adjoining the subject. A higher rate will apply to the subject.

Property	Lot 303 Fairway Drive, Bilingurr, WA
Lease Rental	\$24,000 pa
Date Rent Set	July 2016
Tenancy Area	4.09 ha
Lease Term & Options	Unknown/not provided
Rent Review Frequency	We have been informed annual reviews were originally agreed to but have not been implemented.
Rental Analysis	Reflects \$5,868 per hectare
Comments	This is a 4.09 ha bush lot situated within the North Cable Beach special rural precinct, approximately 5 kilometres northwest of the main Broome townsite. The property is heavily restricted in its permitted uses and is utilised as a camel reserve.
Comparability	This is a highly comparable site adjoining the subject. A similar rate will apply to the subject.

Property	Lot 302 Fairway Drive, Bilingurr, WA (Subject Site)
Lease Rental	\$20,000 pa
Date Rent Set	May 2014
Tenancy Area	4.154 ha
Rental Analysis	Reflects \$4,815 per hectare
Comments	This is a 4.154 hectare allotment situated within the North Cable Beach special rural precinct, approximately 5 kilometres northwest of the main Broome townsite. The site is largely covered with native vegetation with portions of cleared land. The property is heavily restricted in its permitted uses and is utilised as a camel reserve.
Comparability	This is the subject lot. More recent evidence suggests a higher rate will apply.

Market Rent Conclusions:

It is important to note that whilst we have analysed a variety of rental evidence ranging in size, location and land use, the evidence which provides the greatest insight into the rental value of the subject is Lot 303 Fairway Drive. This site is similar in size, the land use is the same and it is situated adjacent to the subject.

From our analysis of the market evidence and giving consideration to current market conditions, we consider the subject property has a current market net rental rate of between \$5,500 - \$6,000 per hectare, per annum. Based on the site area of 4.154 ha, this equates to a net market rental range of \$22,847 - \$24,924 pa. We have adopted market rent towards the middle of this range at \$24,000 pa.

14.0 Valuation Methodology

14.1 Adopted Valuation Method

The most appropriate method of valuation for a property of this nature is by market comparison whereby the subject property is compared with rentals of comparable properties and adjustments made for points of difference.

14.2 Conclusion

Having regard to the above calculations, and after taking into account both the positive and negative attributes of the property, from an objective and unbiased, yet balanced point of view, we are of the opinion that the Market Net Rental of the subject is \$24,000 per annum. This equates to a rate of \$5,778 per hectare.

15.0 Goods & Services Tax


Treatment of GST	All amounts and values expressed in this report are exclusive of GST unless otherwise specified.
Recommendation	If there is any uncertainty as to the treatment of GST then we recommend you seek advice from a qualified accountant regarding the nature of any potential transaction or services supplied, the GST status of the parties involved, and confirmation of any potential GST liability.

16.0 Rental Value

16.1 Market Rental Value - Vacant Possession

We are of the opinion that the Market Net Rental Value of the property with vacant possession, as at 21st September 2017 subject to the comments in this report, is:

\$24,000 pa

Date of Inspection	21 September 2017
Date of Valuation	21 September 2017
Date Issued	22 September 2017
Currency of Valuation	90 days from the date of valuation, or such earlier date if you become aware of any factors that have any effect on the valuation.
Signatories	 Fraser McPhail AAPI CPV API No: 74873 WA Lic No: 44668 Inspecting Valuer

Important

This valuation is subject to the definitions, qualifications and disclaimers and other comments contained within this report.

17.0 Assumptions, Conditions & Limitations

Area Disclaimer	<i>In the event actual surveyed areas of the property are different to the areas adopted in this valuation the survey should be referred to the valuer for comment on any valuation implications. We reserve the right to amend our valuation in the event that a formal survey of areas differs from those detailed in this report.</i>
Asbestos Disclaimer	<i>We are not experts in the identification of Asbestos and therefore, in the absence of an environmental consultant's report concerning the presence of any asbestos fibre within the subject property, this valuation is made on the assumption that there is no: asbestos material present; health risk from asbestos within the property; or there is any material expense relating to the repair, management or replacement of asbestos materials in the foreseeable future. Should an expert's report establish that there is an asbestos related health risk or a requirement to undertake asbestos remediation works then we reserve the right to review this valuation.</i>
Environmental Disclaimer	<i>This report is not an environmental audit and no advice is given in any way relating to environmental or pollution matters. Any comments given as to environmental or pollution factors in relation to the property are not given in the capacity as an expert. This assessment of value is on basis that the property is free of contamination or environmental issues affecting the property not made known to the valuer. In the event the property is found to contain contamination the matter should be referred to this office for comment. Given contamination issues can have an impact on the Market Value of the property, we reserve the right to review and if necessary vary our valuation if any contamination or other environmental hazard is found to exist.</i>
Full Disclosure Disclaimer	<i>Whilst we have attempted to confirm the veracity of information supplied, the scope of work did not extend to verification of all information supplied or due diligence. Our valuation and report has been prepared on the assumption the instructions and information supplied has been provided in good faith, is not in any way misleading or deceptive, contains a full disclosure of all information that is relevant, there are no undisclosed agreements in place that affect the property and the sale price includes GST. The valuer and valuation firm does not accept any responsibility or liability whatsoever in the event the valuer has been provided with insufficient, false or misleading information.</i>
Geotechnical	<i>We have not sighted a geotechnical engineers' survey of the property. We are not experts in the field of civil or geotechnical engineering and we are therefore unable to comment as to the geotechnical integrity of the ground and soil conditions. It is specifically assumed that there are no adverse geotechnical conditions that compromise the utility of the property for the current or highest and best use. In the event there is found to be adverse ground conditions we recommend the matter be referred to this Company for comment.</i>
Identification	<i>The property has been identified as per details provided within this report. The identification comments are not provided in the capacity of an expert, and a surveyor (not a valuer) would be able to confirm the identification of the property and/or any encroachments by way of undertaking a site survey.</i>
Leases and Rents	<i>This valuation is based on the lease terms and conditions summarised within this report sourced from a review of the available lease documentation and tenancy schedules made available. This valuation is made on the basis that the tenants are paying rent in accordance with the lease agreements and there are no undisclosed rental subsidies, rent free periods or other incentives that have been provided by the lessor. Our valuation assumes there are no material breaches of the essential terms of existing Leases by the existing Lessees and no material rental arrears at the date of Valuation.</i>
Market Change	<i>This valuation is current as at the Date of Valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property or factors that the Valuer could not have reasonably become aware as at the date of the Report). We do not accept liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment, we do not assume any responsibility or accept any liability where this valuation is relied upon after the expiration of 90 days from the date of valuation, or such earlier date if you become aware of any factors that have any effect on the valuation. We recommend the valuation be reviewed at regular intervals.</i>

Market Evidence Information Availability	<p><i>In preparing this valuation we have undertaken those investigations reasonably expected of a professional valuer having regard to normal industry practice so as to obtain the most relevant, available, comparable market evidence. Whilst we believe the market evidence information and any other information provided to be accurate, not all details can and have been formally verified. Due to privacy laws, confidentiality agreements and other circumstances beyond our control, the valuer may not have had access to:</i></p> <ul style="list-style-type: none"> <i>• Personal details of parties involved in transactions (including the relationship of the parties);</i> <i>• Information on recent transactions that are yet to become public knowledge; and</i> <i>• Copies of leases or contracts to confirm rents or prices and to ascertain whether or not rents or prices are inclusive or exclusive of GST.</i>
Planning Disclaimer	<p><i>Town planning and zoning information was informally obtained from the relevant local and State Government authorities and is assumed to be correct. Should the addressee require formal confirmation of planning issues then we recommend formal application be made to the relevant authorities to confirm planning details.</i></p>
Publication of Report	<p><i>The publication of the valuation or report in whole or any part, or any reference thereto, or the names and professional affiliations of the valuers is prohibited without the prior written approval of the valuer as to the form and context in which it is to appear.</i></p>
Site Survey Disclaimer	<p><i>This report is not a site survey and no advice is given in any way relating to survey matters. Any comments given in relation to the property are not given in the capacity as an expert, however, are based on our inspection of the property and review of the Certificate of Title plans. Should the addressee require absolute certainty in relation to the site area, dimensions or possible encroachments we recommend that a surveyor be engaged to provide appropriate advice and a survey of the property if considered necessary. In the event there are any fundamental inconsistencies between any site survey undertaken and site detail adopted in this valuation, the survey should be referred to the valuer for comment on any valuation implications (including amendment of our valuation if considered necessary).</i></p>
Structural Disclaimer	<p><i>This report is not a structural survey and no advice is given in any way relating to structural matters. Any opinion given as to the condition of the improvements on the property is not given in the capacity as an expert. A structural report on the building and/or its plant and equipment has not been sighted, and nor have we inspected unexposed or inaccessible portions of the premises. Therefore we cannot comment on the structural integrity, any defects, rot or pest infestation (or damage from pest infestation) of the improvements, any use of asbestos or other materials now considered hazardous or areas of non-compliance with the Building Code of Australia, other than matters which are obvious and which are noted within this report. This valuation assumes the building is structurally sound; that building services are adequate and appropriately maintained; the building complies with applicable Council, building, health, safety and fire regulations, laws, bylaws, rules, licences, permits and directives; and is free of asbestos or other defects, unless specified otherwise. Should an expert's report establish that there is any damage of the varieties noted above then we reserve the right to review this valuation.</i></p>
Third Party Disclaimer	<p><i>This report has been prepared for the private and confidential use of our client, Shire of Broome for the specified purpose. It should not be reproduced in whole or part without the express written authority of Opteon (North West WA) or relied upon by any other party for any purpose and the valuer shall not have any liability to any party who does so. Our warning is registered here, that any party, other than those specifically named in this paragraph should obtain their own valuation before acting in any way in respect of the subject property.</i></p>

Appendices

1. Purchase Order
2. Certificate of Title
3. Deposited Plan
4. Taking Order
5. Lease

APPENDIX 1

PURCHASE ORDER

Shire of Broome

Purchase Order



PO BOX 44, BROOME WA 6725
PHONE: (08) 9191 3456
FAX : (08) 9191 3455
EMAIL: finance@broome.wa.gov.au
WEBSITE : www.broome.wa.gov.au

ABN 94 526 654 007

Purchase Order No. **81867**

To :

OPTEON (NORTH WEST WA)
PO BOX 5454
CABLE BEACH WA 6726

Page 1 of 1
Date 20/09/2017
Required By 20/10/2017
Fax To

Quantity	Description	Reference	Unit Value	Line Value
1.00	Provide rental valuation for ground lease Lot 302 Fairway Drive - Camel Lease	Lot 302		

Order Value

Any value displayed includes GST if applicable

Deliver To :

Order Raised By: Parks Asset Officer - M Mitchell

Authorised By: Asset and Building Coordinator - S Clark

APPENDIX 2

CERTIFICATE OF TITLE

WESTERN



AUSTRALIA

REGISTER NUMBER	
302/DP43435	
DUPLICATE EDITION	DATE DUPLICATE ISSUED
N/A	N/A

**RECORD OF CERTIFICATE
OF
CROWN LAND TITLE**

**UNDER THE TRANSFER OF LAND ACT 1893
AND THE LAND ADMINISTRATION ACT 1997
NO DUPLICATE CREATED**

VOLUME **LR3134** FOLIO **498**

The undermentioned land is Crown land in the name of the STATE OF WESTERN AUSTRALIA, subject to the interests and Status Orders shown in the first schedule which are in turn subject to the limitations, interests, encumbrances and notifications shown in the second schedule.



REGISTRAR OF TITLES

LAND DESCRIPTION:

LOT 302 ON DEPOSITED PLAN 43435

**STATUS ORDER AND PRIMARY INTEREST HOLDER:
(FIRST SCHEDULE)**

STATUS ORDER/INTEREST: LEASEHOLD

PRIMARY INTEREST HOLDER: JOHN GEAPPEN OF POST OFFICE BOX 2252, BROOME
(LC J513741) REGISTERED 17/11/2005

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)**

1. I943138 TAKING ORDER. THE DESIGNATED PURPOSE OF CAMEL LEASE. REGISTERED 5/7/2004.
2. J513741 LEASE. SUBJECT TO THE TERMS AND CONDITIONS AS SET OUT IN THE LEASE. REGISTERED 17/11/2005.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF CROWN LAND TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP43435
PREVIOUS TITLE: LR3128-57
PROPERTY STREET ADDRESS: LOT 302 FAIRWAY DR, BILINGURR.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF BROOME
RESPONSIBLE AGENCY: DEPARTMENT OF PLANNING, LANDS AND HERITAGE (SLSD)

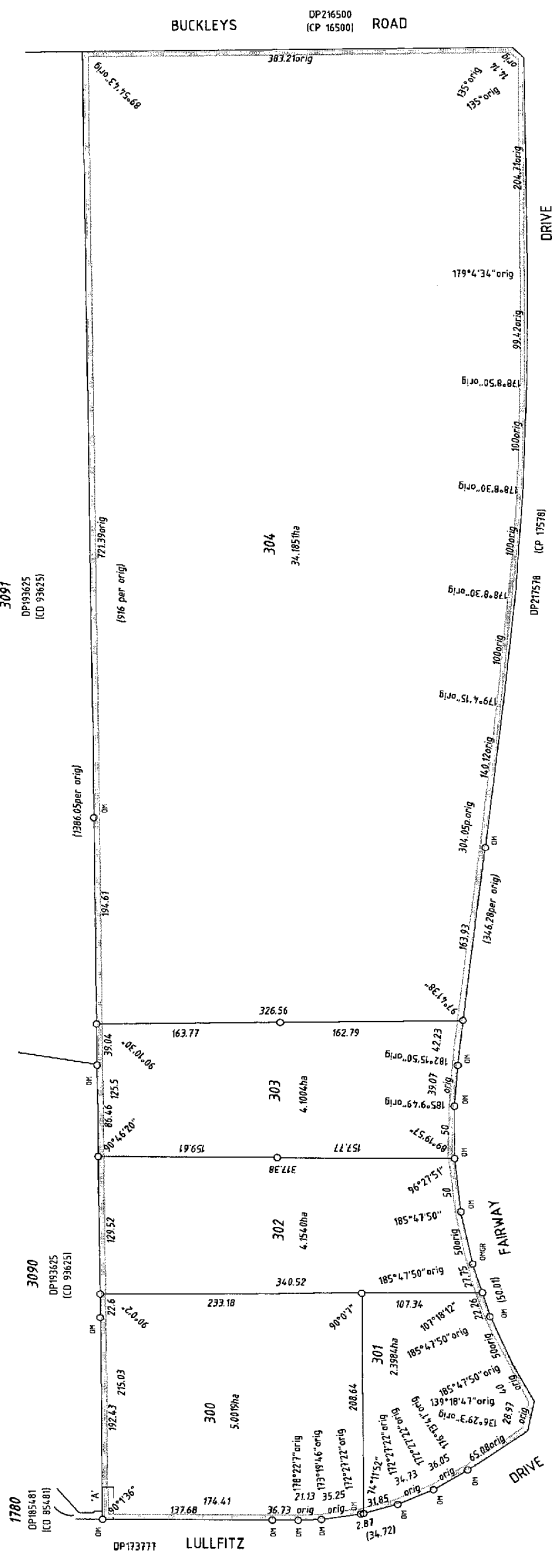
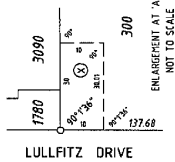
NOTE 1: I943138 CORRESPONDENCE FILE 01756-2000-02RO

APPENDIX 3

DEPOSITED PLAN

HELD BY DLI
IN DIGITAL FORM ONLY.

ED/VER	AMENDMENT	BY	SIGNATURE	DATE



NOTE 2: The easement dimensions and position on this plan is an interpretation. See original document (053859).

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
(X)	EASEMENT (ACCESS)	SEC 144 OF THE LAA	DP193625 (DL 22715)	LOT 300	SEE DOCUMENT	SEE NOTE 2

INTERESTS AND NOTIFICATIONS

WHELAN'S <small>111 Stirling Highway, Perth WA 6000 Telephone: 08 9447 1111 Fax: 08 9447 1101 Email: w@whehans.com.au</small>		Department of Land Information <small>100 Stirling Highway, Perth WA 6000 Telephone: 08 9447 1111 Fax: 08 9447 1101 Email: d@landinfo.wa.gov.au</small>	
DEPOSITED PLAN 43435		5/07/04 29-Sep-2004	
IN ORDER FOR DEALINGS SUBJECT TO:		TYPE OF VALIDATION FULL ABUT: THG LEGAL CONTRACT: 43339 REF AND: \$0 ASSES TO: N/A DATE: 23-Sep-2004	
APPROVED BY APPROVED BY: [Signature] DATE: 5/07/04		WESTERN AUSTRALIAN PLANNING COMMISSION FILE: EXEMPT FROM WAPC APPROVAL Discharge under 5.30 WAPC Act 1985	
FORMER TENURE LOT 300 ON COY 100 6.4		SCALE 1:3000 AT A2 SIZE ALL DIMENSIONS IN METRES SURVEYOR'S CERTIFICATE - Reg 54 I, the undersigned, being a duly qualified and licensed Surveyor, do hereby certify that the above is a correct and true representation of the land and its boundaries as shown on the plan and that I am not aware of any other person claiming an interest in the land.	
PLAN OF LOTS 300-304 (incl.)		FIELD BOOK 94280 DATE 1920	
DISTRICT BUNBURY TOWNSHIP BUNBURY LOCAL AUTHORITY SHIRE OF BUNBURY		WHELAN'S (WA) PTY. LTD. 100 Stirling Highway, Perth WA 6000 08 9447 1111	

P43435

<u>Lot Number</u>	<u>Part</u>	<u>Register Number</u>	<u>Section</u>
300		LR 3134/496	
302		LR 3134/498	

<u>Lot Number</u>	<u>Part</u>	<u>Register Number</u>	<u>Section</u>
301		LR 3134/497	
303		LR 3134/499	

APPENDIX 4

TAKING ORDER

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.

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 to be stated.
The Certificate of Title Volume and Folio number to be stated.
2. INTERESTS TO BE TAKEN
Interests to be identified by nature and number, if none show "Nil".
3. INTERESTS TO BE PRESERVED
Interests to be identified by nature and number, if none show "Nil".
4. PURPOSE
State the purpose for which land or interest has been taken for, and the authority to which disposal may occur and covenants for that disposal.
5. TAKING ORDER
Copy of taking order is to be attached as per instruction 2.

EXAMINED

Re: date of PD of DM 3435. Preceding dealings delayed in CTC. Taking lodged as Follower. CTC request for new DP was required.

Office Use Only
I 943138 YA

05 Jul, 2004 14:28:25 Midland



TAKING ORDER (YA)

LODGED BY Land Asset Management Services

ADDRESS DPI - Kimberley Region (Issuing Box M98)

PHONE No.

FAX No.

REFERENCE No. Leanne Shaw 01756-2000/02

ISSUING BOX No.

PREPARED BY Land Asset Management Services

ADDRESS DPI - Kimberley Region (Issuing Box M98)

PHONE No. FAX No.

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

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. <u>TAKING ORDER</u>	Received Items
2. _____	Nos. <u>1</u>
3. _____	
4. _____	Receiving Clerk
5. _____	
6. _____	

10

004059-005



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.



WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1893 AS AMENDED

TAKING ORDER (YA)

DESCRIPTION OF LAND (NOTE 1)

Part of Lot 3125 on Deposited Plan 32082 shown as ~~Part Lot~~
~~3125~~ on Deposited Plan ~~36596~~ **43435**

300-303

<i>Lots 300-303</i>	
CLT	3134 496 - 499

<i>Lot 304</i>	
QCLT	3134 500

EXTENT

Part

VOLUME

3128

FOLIO

057

INTEREST TAKEN (NOTE 2)

All registered and unregistered interests (including native title rights and interest) in the land under the heading "Land Description" other than interest of the Crown.

INTEREST PRESERVED (NOTE 3)

Nil.

PURPOSE (NOTE 4)

Camel Lease, Wildlife Centre & Aboriginal Cultural Use.

THE MINISTER FOR LANDS HAS ORDERED (COPY ATTACHED), IN ACCORDANCE WITH SECTION 177 OF THE LAND ADMINISTRATION ACT, THAT THE ABOVE DESCRIBED LAND BE TAKEN FOR THE ABOVE PURPOSE IN THE PUBLIC INTEREST, TO BE HELD IN THE NAME OF THE STATE OF WESTERN AUSTRALIA AND THAT THE ABOVE INTERESTS BE PRESERVED (NOTE 5)

Dated this

14th

day of

June

in the year

2004

ATTESTATION



PROJECT OFFICER
KIMBERLEY REGION
LAND ADMINISTRATION SERVICES

TAKING ORDER
of Land to Confer Interests under Written Law
LAND ADMINISTRATION ACT 1997
(Section 178(1)(b)(ii) and 2(d))

I Alannah Joan Geraldine MacTiernan, MLA, Minister for Lands, hereby order in accordance with Sections 177 and 178 of the *Land Administration Act 1997* that:

The land described under each heading of "PARCEL OF LAND" is taken, subject to the preservation of those interests (if any) specified as being preserved in respect of that land, for the purpose(s) specified in respect of that land and is to be held as Crown land in the name of the State of Western Australia.

The interests described under each subheading of "PROPOSED DISPOSITION/GRANT" are to be disposed of or granted to the persons specified in respect of those interests.

Subject to any provision made pursuant to clause 2 above, the land is to be held as Crown land in the name of the State of Western Australia.

The provisions made under:

(i) each heading of "PARCEL OF LAND" shall apply in respect of all land described under that heading; and

(ii) the heading "FOR ALL PARCELS OF LAND", shall apply in respect of all land the subject of this order.

LAND DESCRIPTION:

Part of Lot 3125 on Deposited Plan 32082 shown as ^{Lots 300-303} ~~Part Lot 3125~~ on Deposited Plan ⁴³⁴³⁵ ~~36596~~; being Unallocated Crown land. Volume 3128 Folio 057 Area: ^{15.6547} ~~14.3375~~ hectares.

PLAN/DIAGRAM: Deposited Plan ⁴³⁴³⁵ ~~36596~~

LAND SITUATED IN: Shire of Broome

TAKING PURPOSE: Camel Lease, Wildlife Centre & Aboriginal Cultural Use.

PROPOSED DISPOSITION/GRANT: Future subdivision for leasing to third parties for the purposes of camel lease, wildlife centre & Aboriginal cultural use.

INTERESTS TO BE PRESERVED: Nil.

DPI FILE: 01756-2000/02 **DPI REF.:** 004059

FOR ALL PARCELS OF LAND

This taking was authorized by an Authorization Order under Section 165 of the Land Administration Act 1997. Upon registration of this Taking Order for the above parcels of land, the authorized action is complete and the Authorizing Order is not required for any further interests affecting the above parcels of land.

LAND NOT UNDER THE TRANSFER OF LAND ACT:

If any of the land affected by this order is not under the Transfer of Land Act 1893, it will be brought under that Act.


EXISTING DESIGNATIONS:

Any existing designation in respect to the above land is cancelled by this order.

EXCISION FROM EXISTING PORTION(S) OF LAND:

Where the land taken is part of a lot, part lot, location or part location in a Certificate of Title, Crown Grant, Crown Land Title or Qualified Crown Land Title, the land is excised from that lot, part lot, location or part location as the case may be.

Dated this 14th Day of June in the year 2004


ALANNAH MacTIERNAN, MLA
MINISTER FOR LANDS

4/ REGIONAL MANAGER
KIMBERLEY REGION
LAND ADMINISTRATION SERVICES

APPENDIX 5

LEASE

ORIGINAL

Office Use Only

J513741 L

17 Nov 2005 14:24:47 Midland



REG \$ 80.00

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 Crown Land Title to be stated.
The Certificate of Crown Land Title Volume and Folio number to be stated.
2. **ENCUMBRANCES**
To be identified by nature and number, if none show "nil".
3. **LESSOR**
State full name and address of the Lessor(s) and the address(es) to which future notices can be sent.
4. **LESSEE**
State full name and address of the Lessee(s) and the address(es) to which future notices can be sent.
5. **TERM OF LEASE**
Term to be stated in years, months and days.
Commencement date to be date, month and year. 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 in words.
8. **PAYMENT TERMS**
State terms of payment. Eg. by instalments of \$.... payable on the day of each month/the months of in each year, commencing with a payment of \$.... on or before the day of/execution of this lease by the Lessee.
9. **EXECUTION**
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

LEASE OF CROWN LAND (L)

LODGED BY Land Asset Management Services

ADDRESS DPI - Midland (Issuing Box 98C)

PHONE No.

FAX No.

REFERENCE No. Leanne Shaw 51209-2004-01RO

ISSUING BOX No.

PREPARED BY Land Asset Management Services

ADDRESS DPI - Midland (Issuing Box 98C)

PHONE No. FAX No.

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

DUPLICATE LEASE IS TO ISSUE TO THE LESSEE

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. DUP LEASE Received Items
2. P/C RECEIPT Nos. 2
3. _____
4. _____ Receiving Clerk
5. _____
6. _____

MS

043132-001



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.



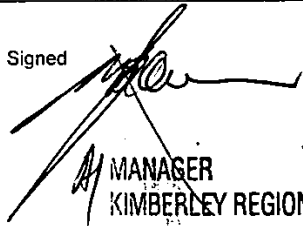
ivs

ATTESTATION SHEET

Dated this 16TH day of NOVEMBER in the year 2005

LESSOR/S SIGN HERE (NOTE 9)


Signed



MANAGER
KIMBERLEY REGION
LAND ASSET MANAGEMENT SERVICES

Signed

Signed for the STATE OF WESTERN AUSTRALIA for
and on behalf of the MINISTER FOR LANDS by


MANAGER, KIMBERLEY
a DPT officer delegated the Minister's powers under
Section 9 of the Land Administration Act 1997 in the
presence of:


ASSISTANT PROJECT OFFICER

LESSEE/S SIGN HERE (NOTE 9)

Signed


J. G. G. G. SIGNATURE

In the
presence of

Signed

In the
presence of



WITNESS SIGNATURE

JENNIFER KRANENDONK
Bank Officer of Bank of Western Australia Ltd.
100 St. George's Tce., Perth

PRINT WITNESS NAME

PRINT WITNESS ADDRESS

PRINT WITNESS OCCUPATION

SCHEDULE

ITEM	TERM	DEFINITION
1.	Rent	\$500.00 a year, (exclusive of GST), until varied in accordance with this Lease.
1A.	GST (if applicable)	\$50.00 a year, until varied consequently to a review of Rent.
2.	Rent Review Dates	1 st January 2008 1 st January 2011 1 st January 2014
3.	Permitted Use	(a) To pen and graze camels; and (b) To use part of the Leased Premises for a caretaker's residence to be used only by the Lessee (if a natural person) or a caretaker or manager employed by the Lessee to care for the camels referred to in (a) above and only to be occupied as such if there are camels on the Leased Premises.
4.	Address for payment of Rent	DPI 1 Midland Square MIDLAND WA 6056 Attention: Manager, Accounting Services
5.	Address for service of notice on Lessor or Minister	DPI 1 Midland Square MIDLAND WA 6056 Attention: Telephone: (08) 9347 5052 Fax: (08) 9347 5002
6.	Further Term	Not Applicable
7.	Insurance	\$10,000,000.00

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13.7 THE LESSEE MUST PAY GST AT SAME TIME

The Lessee must pay to the Lessor the amount of the GST that the Lessee is liable to pay under this Lease:

- (a) at the same time; and
- (b) in the same manner,

as the Lessee is obliged to pay for the Taxable Supply.

13.8 APPORTIONMENT OF GST

Where a Taxable Supply is not separately supplied to the Lessee, the liability of the Lessee for any amount for GST, in relation to that Taxable Supply, is determined on the same basis as the Lessee's proportion of that Taxable Supply is determined

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12.8 ACCRUED RIGHTS

The termination of this Lease (including without limitation, by way of forfeiture) does not affect the rights or remedies of the Lessor against the Lessee in relation to a breach of this Lease by the Lessee before the termination of the Lease.

13. GOODS AND SERVICES TAX

13.1 DEFINITIONS

In this clause the following terms have the following meanings:-

“GST” has the meaning given in Section 195-1 of the GST Act;

“GST Act” means a New Tax System (Goods and Services Tax) Act 1999 and any legislation substituted for or amending that Act;

“GST law” has the meaning given in Section 195-1 of the GST Act;

“Tax Invoice” has the meaning given in Section 195-1 of the GST Act; and

“Taxable Supply” has the meaning given in Section 195-1 of the GST Act.

13.2 RENT EXCLUSIVE OF GST

The Rent and any other amounts payable by the Lessee to the Lessor, under this Lease, are exclusive of GST.

13.3 LESSEE TO PAY GST

The Lessee must pay additional to the Rent and any other amounts payable by the Lessee, any GST payable by the Lessor in respect of a Taxable Supply made under this Lease.

13.4 VARIATION OF GST

Where GST is payable, the amount payable shall be the amount specified in Item 1A of the Schedule, until varied from time to time consequent upon each review of Rent in accordance with this lease.

13.5 TAX INVOICE

Where GST is payable, the Lessor shall provide to the Lessee, a Tax Invoice in the format and form required as set out in the GST law.

13.6 NOTIFICATION IS CONCLUSIVE

A written notification given to the Lessee by the Lessor of the amount of GST that the Lessor is liable to pay on a Taxable Supply made or to be made under this Lease is conclusive between the parties except in the case of an obvious error.

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- (ii) that any improvements on the Leased Premises on the Commencement Date are suitable to be used for the Permitted Use; or
 - (iii) that the Leased Premises may lawfully be used for the Permitted Use.
- (b) Without affecting the generality of paragraph (a) above and in addition to what is provided in clause 5.4, the Lessor or the Minister does not represent or warrant that the zoning of the Leased Premises will allow the Leased Premises to be used for the Permitted Use, whether with the approval or permission of the relevant planning authority or otherwise. It is the Lessee's responsibility to make its own enquiries about zoning, and the Lessee warrants that, before executing this Lease, the Lessee has done so to the Lessee's own satisfaction.

12.3 HOLDING OVER

If the Lessee continues to occupy the Leased Premises after the end of the Lease with the consent of the Lessor, the Lessee will do so as a tenant from month to month. The terms of this Lease will apply to the tenancy as far as they may be applicable. Either the Lessor or the Lessee may end the tenancy by one month's notification to the other, expiring at any time.

12.4 WAIVER

Failure to exercise or delay in exercising any right, power or privilege in this Lease by the Lessor does not operate as a waiver of that right, power or privilege.

A single or partial exercise of any right, power or privilege does not preclude:

- (a) any other or further exercise of that right, power or privilege; or
- (b) the exercise of any other right, power or privilege.

12.5 SEVERABILITY OF PROVISIONS

If a court decides that any part of this Lease is void, voidable, illegal or unenforceable or this Lease would be void, voidable or unenforceable unless a part is severed from this Lease, then that part is severed from this Lease and does not affect the continued operation of the rest of this Lease.

12.6 APPLICABLE LAW

- (a) This Lease shall be construed and interpreted in accordance with the laws in force in the State of Western Australia.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

12.7 VARIATION

A variation of any provision of this Lease must be in writing and signed by the parties.

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10.3 RECOVER COSTS FROM LESSEE

If the Lessor carries out any works under clause 10.1 which it is the Lessee's obligation to under this Lease or remedies a default under clause 10.2, the Lessee is to pay to the Lessor on demand all debts, costs and expenses, including legal costs) and expenses, incurred by the Lessor as a result of carrying out those works or remedying that default.

11. NOTICES

11.1 SERVICE OF NOTICE ON LESSEE

Any notice or other document to be served on the Lessee under this Lease will be served in accordance with section 274 of the LAA.

11.2 SERVICE OF NOTICES ON LESSOR

Any notice or other document to be served on the Lessor under this Lease may be effected

- (a) by delivering the document to the offices of DPI personally; or
- (b) by sending the document by letter (by pre-paid post) to the address or by facsimile to the facsimile number of DPI as set out in item 5 of the Schedule or to the other address or facsimile number previously notified to the Lessee by the Lessor.

11.3 REQUIREMENT OF NOTICES SERVED ON THE MINISTER

A notice or other document to be served on the Lessor or the Minister under this Lease must be signed by:

- (a) if given by an individual, by the person giving the notice;
- (b) if given by a corporation, by a director or secretary of the corporation; and
- (c) by a solicitor or other agent of the person giving the notice.

12. GENERAL PROVISIONS

12.1 EXCLUSION OF WARRANTIES

The Lessee acknowledges having inspected the Leased Premises and that in entering into this Lease the Lessee has not relied on any statement, representation or warranty (other than those implied by or deemed to have been given by law and which cannot be contracted out of) by or on behalf of the Lessor or the Minister whether expressed or implied, other than the statements representations and warranties expressly set out in this Lease.

12.2 SUITABILITY OF LEASED PREMISES

- (a) The Lessor or the Minister does not represent or warrant:
 - (i) that the Leased Premises is suitable to be used for the Permitted Use;

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- (iv) promptly make good to the satisfaction of the Lessor any damage caused by the removal in clause 9.1(a) (iii); and
 - (v) promptly make good and remediate any environmental damage of the Leased Premises or the land near the Leased Premises arising from or connected to the use and occupation of the Leased Premises by the Lessee
- (b) The Lessee's obligations to observe and perform the covenant contained in this clause 9.1 will survive the expiration or earlier determination of this Lease.

9.2 IMPROVEMENTS TO VEST IN CROWN

It is agreed that the provisions of section 92 of the LAA apply to this Lease except as varied by this Lease.

9.3 NO COMPENSATION

Subject to section 92(3) of the LAA, the Minister is not liable to pay to the Lessee any compensation in respect of the Improvements effected by the Lessee on the Leased Premises and remaining on the Leased Premises at the expiration or earlier determination of this Lease.

10. LESSOR'S RIGHTS

10.1 RIGHT TO ENTER

- (a) The Lessor or any person authorised by the Lessor may enter on to the Leased Premises at all reasonable times and on reasonable notice with all necessary plant, equipment and materials:
- (i) to inspect the state and condition of the Leased Premises and the Improvements;
 - (ii) to repair, maintain or carry out any works in relation to the Leased Premises, which the Lessee is liable to do under this Lease and has failed to do within 28 days of the Lessor serving notice on the Lessee requiring it to carry out those works;
 - (iii) to remove any harmful substance; or
 - (iv) to comply with the requirements of any Governmental Agency.
- (b) The Lessor is not required to give any notice to the Lessee before entering on to the Leased Premises or carrying out any works under subclause (a)(ii) if the Lessor is of the opinion those works are of an emergency nature.

10.2 REMEDY LESSEE'S DEFAULT

The Lessor may, but is not obliged to, remedy any default by the Lessee of its obligations under this Lease without notice (unless any clause specifically provides otherwise), including the payment of any moneys payable by the Lessee under this Lease.

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- (b) This Lease may be terminated under paragraphs (a)(i), (a)(ii) and (a)(iii) either by the Lessor giving notice to the Lessee or by the Lessor re-entering the Leased Premises without notice.

8.3 COMPENSATION FOR TERMINATION

- (a) Without limiting the Lessor's rights and remedies at law in respect of any breach of any term of this Lease, it is agreed that in the event of termination of this Lease pursuant to this clause or otherwise at law, the Lessee shall compensate the Lessor for all costs and losses incurred by the Lessor. The losses to be so compensated include loss of rent in respect of the period from the time of termination to the time at which this Lease would otherwise have expired. The costs to be so compensated include reasonable legal costs.
- (b) The Lessor's entitlement to recover compensation or damages shall not be affected or limited by any of the following:
 - (i) The Lessee abandoning or vacating the Leased Premises;
 - (ii) The Lessor electing to re-enter or to effect forfeiture of this Lease;
 - (iii) The Lessor accepting any repudiation of this Lease by the Lessee;
 - (iv) Conduct by any of the parties constituting a surrender by operation of law.

9. TERMINATION OF LEASE

9.1 YIELDING UP

- (a) On the expiration or earlier determination of this Lease, the Lessee must:
 - (i) surrender peaceably and yield up the Leased Premises to the Lessor:
 - (A) clean;
 - (B) free from rubbish; and
 - (C) in a state of good repair and condition,
 to the absolute satisfaction of the Lessor;
 - (ii) fill in, consolidate and level off any unevenness, excavation or hole caused by the Lessee or by the Lessee's use of the Leased Premises to the absolute satisfaction of the Lessor; and
 - (iii) remove any Improvements or other fixtures, fittings or any other property on the Leased Premises, including camels, as may be required by the Lessor to the Lessor's absolute satisfaction;

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- (e) clause 5.3 (Compliance With Law);
- (f) clause 5.4 (Development Application To Use Leased Premises For The Permitted Use);
- (g) clause 5.5 (Constructing Improvements and other works);
- (h) clause 5.7 (Keep clean and repair);
- (i) clause 5.8 (Dealings to be approved by Minister);
- (j) clause 6.4 (Insurance);
- (k) clause 9.1 (Yielding Up); and
- (l) clause 13 (GST).

8.2 TERMINATION OF LEASE

- (a) The parties agree that, in addition to any other ground for termination at law, and subject to section 81(1) of the Property Law Act, 1969 if it applies, this Lease may be terminated by the Lessor:
 - (i) In the event of breach of an essential term of this Lease and failure by the Lessee to remedy the breach within twenty eight days after service by the Lessor on the Lessee of written notice specifying the breach and requiring the Lessee to remedy it;
 - (ii) Without limiting subclause (a)(i) if clause 5.4(d) has not been complied with;
 - (iii) If the Lessee:
 - (A) becomes bankrupt or enters into any form of arrangement (formal or informal) with any of its creditors, or an administrator or a receiver or a receiver and manager is appointed to any of its assets;
 - (B) being a company, an order is made or a resolution is passed for its winding up except for the purpose of reconstruction or amalgamation;
 - (C) being a company, ceases or threatens to cease to carry on business or goes into liquidation, whether voluntary or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed; or
 - (D) being a company, is placed under official management under the Corporations Law or enters into a composition or scheme of arrangement; or
 - (iv) Pursuant to the provisions for forfeiture under section 35 of the LAA.

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- (B) any loss, damage or destruction to any property including to the property of the Lessor; or
- (C) the loss of use of any property, including the property of the Lessor; and
- (ii) liability arising out of any sudden or accidental Contamination or pollution.

Such insurance shall also include the interest of the Lessor under this Lease.

- (b) The Lessee must effect and maintain during the Term a comprehensive insurance policy for the full insurable and replacement value of the Improvements and other Lessee's fixtures, fittings, plant equipment and stock (including camels) in the Leased Premises against loss or damage by fire, flood, storm, tempest, earthquake, explosion, burglary, lightening, malicious action, subsidence or collapse and other risks usually covered under a comprehensive policy for fire and related risks.
- (c) The Lessee must give to the Lessor a copy of the policies of insurance referred to in subclauses (a) and (b) at the Commencement Date and the Lessee is to submit evidence to the Lessor on each anniversary of the Commencement Date during the Term, or as otherwise requested by the Lessor, which shows that the insurance policies are still current.
- (d) In this clause 6.4, "Lessor" has the same meaning as given to that term in clause 6.3(a)

7. **QUIET ENJOYMENT**

If the Lessee pays the Rent and does not breach the conditions of this Lease, the Lessee may occupy the Leased Premises during the Term without any interference from the Lessor and the Minister except where otherwise allowed by this Lease or the LAA.

8. **DEFAULT**

8.1 **ESSENTIAL TERMS**

Without limiting the number of clauses in this Lease which are essential terms, it is agreed that each of the covenants by the Lessee contained in each of the following clauses are deemed to be essential terms of this Lease:

- (a) clause 3 (Rent);
- (b) clause 4 (Other payments by Lessee);
- (c) clause 5.1 (Permitted Use);
- (d) clause 5.2 (Permits Licences Approvals and Consents);

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- (viii) the pollution or Contamination of or emanating from the Leased Premises or any land near the Leased Premises and of the air generally above the Leased Premises by any matter or thing whatsoever; or
- (ix) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease.
- (c) The obligations of the Lessee under this clause continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring before the expiration or earlier determination of this Lease.

6.3 RELEASE

- (a) For the purposes of this clause the term "Lessor" includes the Crown, the Minister, and the agents, servants, employees and contractors of the Lessor, the Crown and the Minister.
- (b) The Lessee:
 - (i) agrees to occupy, use and keep the Leased Premises at the risk of the Lessee;
 - (ii) releases to the full extent permitted by law the Lessor from any:
 - (A) claims and demands of any kind;
 - (B) liability which may arise in respect of any accident or damage to property or illness of, or death or injury to, any person, of any nature in or near the Leased Premises; and
 - (C) loss of or damage to fixtures or personal property of the Lessee.
- (c) The obligations of the Lessee under this clause continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring before the expiration or earlier determination of this Lease.

6.4 INSURANCE

- (a) The Lessee must during the continuance of the Lease effect, maintain and keep current with an insurer approved by the Lessor, a public risk insurance policy in the amount specified in Item 7 of the Schedule for any one claim or any other amount reasonably required by the Lessor from time to time consistent with usual prudent commercial practice and which covers all claims and losses howsoever arising or caused, including:
 - (i) in respect of:
 - (A) any injury or illness to, or death of, any person;

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under this Lease, provided that any such removal digging up or excavation is undertaken in accordance with the requirements of that authority.

5.10 COST OF LESSEE'S OBLIGATIONS

Unless this Lease provides otherwise, anything which must be done by the Lessee under this Lease, whether or not at the request of the Lessor, must be done at the cost of the Lessee.

5.11 REGISTRATION OF LEASE

The Lessee is to register this Lease on the certificate of Crown land title for the Leased Premises, at DLI, within 30 days after it is executed by the Lessor and the Lessee.

6. INDEMNITIES AND RELEASE

6.1 LESSEE ASSUMPTION OF RESPONSIBILITIES

The Lessee agrees to take and be subject to the same responsibilities to which it would be subject in respect of persons and property if, during the Term it were the owner and occupier of the freehold of the Leased Premises.

6.2 INDEMNITY

- (a) For the purposes of this clause, the term "Lessor" includes the Crown, the Minister and the agents, servants, employees and contractors of the Lessor, the Crown and the Minister.
- (b) The Lessee must indemnify and keep indemnified the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be brought, maintained or made against all or any one of them:
 - (i) in respect of any loss (including loss of use);
 - (ii) in respect of any loss, injury or damage of or to any nature or kind of property; and
 - (iii) in respect of any illness of, death of, or injury sustained by, any person, directly or indirectly during the Term caused by, arising out of, or in connection with:
 - (iv) the use or occupation of the Leased Premises by the Lessee;
 - (v) breach of any Law;
 - (vi) any work carried out by or on behalf of the Lessee under this Lease;
 - (vii) the Lessee's activities, operations, business or other use of any kind under this Lease;

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- (ii) mortgage, charge or in any way encumber the Lessee's estate or interest in the Leased Premises or its rights and powers as Lessee under this Lease; or
 - (iii) dispose of, deal with, or assign its estate or interest in the Leased Premises or its rights and powers as Lessee under this Lease; or
 - (iv) otherwise deal with any interest whatsoever in the Leased Premises or the Lessee's estate or interest under this Lease.
- (b) Any consent given by the Minister under clause 5.8(a) may be subject to such terms and conditions as the Minister in its absolute discretion may impose.
- (c) For the purpose of clause 5.8(a)(iii) where the Lessee is a corporation (not being a corporation where shares are listed on any Stock Exchange in Australia) any change in the beneficial ownership of a substantial shareholding (within the meaning of section 50 of the Corporations Law) in the corporation or any related body corporate (within the meaning of section 50 of the Corporations Law) shall be deemed to be an assignment of the Leased Premises and the benefit of this Lease and must require the prior approval in writing of the Minister.
- (d) Without limiting subclause (a), the Lessee must not agree to or permit any encroachment or easement into, upon, over or against the Leased Premises or any part of the Leased Premises without the prior written approval of the Minister.
- (e) The Lessee acknowledges:
 - (i) the provisions of section 18 of the LAA relating to the Lessee's obligation to obtain the Minister's prior written approval to deal with any interests in the Leased Premises or the Lessee's interests in the Lease; and
 - (ii) the Minister may, before giving approval under section 18 of the LAA, in writing require:
 - (A) such information concerning the transaction for which approval is sought as the Minister specifies; and
 - (B) information furnished in compliance with this clause 5.8(c)(ii) to be verified by statutory declaration.
- (f) The provisions of sections 80 and 82 of the Property Law Act 1969 are hereby excluded

5.9 LESSEE NOT TO REMOVE MATERIALS EXCEPT WITH APPROVAL OF LESSOR

- (a) The Lessee must not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell, or similar substance or permit any other person to undertake any such action without the prior approval in writing of the Lessor and subject to such conditions as the Lessor may determine.
- (b) Subclause (a) does not apply to any removal digging up or excavation as may be necessary to construct or undertake any improvement or alteration authorised by or

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- (iii) in accordance with all Consents, applicable Laws and the requirements of all relevant Governmental Agencies; and
- (c) The Lessee must ensure that all buildings, erections, pavings, drainage and all other works undertaken or to be undertaken on the Leased Premises comply with the requirements of the Local Government and the Lessee is to perform, discharge and execute all requisitions and works on the Leased Premises required by the Local Government or any other Governmental Agency or under any applicable Law.
- (d) The Lessee keep all Consents current during carrying out of the relevant works and must provide the Lessor with a copy of any Consent as requested by the Lessor.

5.6 NUISANCE

The Lessee must not at any time during the Term:

- (a) carry on or permit to be carried on at the Leased Premises any noxious nuisance or offensive trade business or calling;
 - (b) do or permit to be carried on at the Leased Premises any act matter or thing which results in nuisance, damage or disturbance to the Lessor or owners or occupiers of adjoining or neighbouring lands or buildings; or
- use the Leased Premises for any illegal activity.

5.7 KEEP CLEAN AND IN GOOD REPAIR

The Lessee must at the Lessee's expense:

- (a) keep and maintain the Leased Premises and all Improvements including any machinery, plant, equipment, fixtures and fittings in or on the Leased Premises, in good and safe repair and condition;
- (b) keep and maintain the Leased Premises clean and tidy; and
- (c) make good any damage caused to the Leased Premises by the Lessee, the Lessee's employees or others under his or her control,

in accordance with all Laws, requirements of any Governmental Agency and to the absolute satisfaction of the Lessor.

5.8 DEALINGS WITH ANY INTEREST IN THIS LEASE OR THE LEASED PREMISES TO BE APPROVED BY THE MINISTER

- (a) Without limiting the generality of section 18 of the LAA, the Lessee must not, without the prior written consent of the Minister:
 - (i) part with possession of, share possession of or sublet the Leased Premises; or

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the Minister (**Development Plan**), including submitting it to the Local Government for approval.

- (c) The Lessee must not commence construction of any Improvements, place camels on the Leased Premises or otherwise use the Leased Premises for the Permitted Use until such time as the Development Plan is approved by the Local Government and the use of the Leased Premises for the Permitted Use and construction of the Improvements is otherwise approved under Town Planning Scheme and the *Town Planning and Development Act, 1928*.
- (d) The approval referred to in subclause (c) must be obtained on or before the expiry of 12 months from and including the Commencement Date.
- (e) Any development of the Leased Premises must, and the Development Plan itself must include provisions that:
 - (i) limit the extent of clearing of the natural vegetation on the Leased Premises as at the Commencement Date in order to construct the Improvements; and
 - (ii) provide for the creation and maintenance during the Term of a buffer strip around the Leased Premises so as to preserve the visual amenity of the area.

5.5 CONSTRUCTING IMPROVEMENTS OR ANY OTHER WORKS

- (a) Prior to commencing construction, alteration or replacement of Improvements or constructing, altering or replacing any other structures, buildings or fixed improvements on the Leased Premises or undertaking any other works on the Leased Premises, the Lessee must obtain:
 - (i) The prior approval in writing of the Minister and of any other Governmental Agency whose approval is necessary to enable the work to be lawfully carried out. The Minister's approval may be subject to any conditions as the Minister sees fit.
 - (ii) All necessary approvals, licences including building licences, permits, consents and authorisations required under Law including written approval under section 18 of the *Aboriginal Heritage Act*, if required (**Consents**) in respect of construction of the improvements or works; and
 - (iii) Provide a copy of all Consents to the Lessor upon request.
- (b) The Lessee must construct and complete all works relating to the Improvements in conformity with the Development Plan and in respect of those works and all other works must construct and complete them:
 - (i) with all due diligence and expedition and in a proper (and workmanlike manner with the best materials of the suitable kinds;
 - (ii) to the reasonable satisfaction, of the Lessor

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- (iii) notify the Lessor immediately if any of the permits, licences, approvals or consents referred to in subclause (a)(i) expire, are revoked, cancelled, terminated or cease to be valid or current.

5.3 COMPLIANCE WITH LAW

- (a) The Lessee must comply with all Laws and the requirements, notices or orders of any Governmental Agency having jurisdiction or authority in respect of:
 - (i) the Leased Premises;
 - (ii) the use and occupation of the Leased Premises, and activities permitted under the Permitted Use;
 - (iii) the keeping and welfare of camels or other animals on the Leased Premises; or
 - (iv) construction and use of the Improvements, including any machinery, plant, equipment, fixtures and fittings of the Lessee on the Leased Premises,

and must, as soon as practicable but in any event within 7 days of receiving a notice from a Governmental Agency, give a copy of it to the Lessor.

- (b) On being served with a notice by the Minister, the Lessee must punctually comply with any notice or direction served on the Lessor or the Minister by a Governmental Agency requiring the destruction of noxious animals, plants or pests or the carrying out of repairs, alterations or works to the Leased Premises or otherwise relating to the Leased Premises or use of it for activities permitted by the Permitted Use.

5.4 DEVELOPMENT APPLICATION TO USE LEASED PREMISES FOR THE PERMITTED USE

- (a) The Lessee acknowledges that it is aware that the zoning of the Leased Premises under the Town Planning Scheme may not, as at the Commencement Date, accommodate use of the Leased Premises for the Permitted Use.
- (b) The Lessee acknowledges that it was a condition of the Lessor granting the Lease that the Lessee would as soon as practicable from and including the Commencement Date but in any event within 3 months of that date, at its own cost and expense:
 - (i) prepare a development planning application for use of the Leased Premises for the Permitted Use and construction of buildings, facilities, structures and improvements and Services reasonably required for the Permitted Use (**Improvements**) and submit it to the Minister for approval; and
 - (ii) obtain any approval required under the *Town Planning and Development Act, 1928* in respect of the use of the Leased Premises for the Permitted Use and construction of the Improvements as provided by the development planning application referred to in paragraph (i) that has been approved by the Minister and incorporates any changes as may have been required by

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5. LESSEE'S GENERAL OBLIGATIONS

5.1 PERMITTED USE

- (a) Subject to the provisions of this Lease, in particular clause 5.4(c), this Lease confers on the Lessee a right to occupy and use the Leased Premises for the Permitted Use.
- (b) The Lessee must not use the Leased Premises or allow the Leased Premises to be used for any purpose other than the Permitted Use.
- (c) The Lessee must put the Leased Premises to use for the Permitted Use from the Commencement Date and continue to do so and use the Leased Premises in accordance with the terms of this Lease and in accordance with good environmental management and otherwise in a good and workmanlike manner and in accordance with sound business practice.
- (d) The Lessee must not make any alterations or additions to the Leased Premises without the Lessor's prior written consent.

5.2 PERMITS LICENCES APPROVALS AND CONSENTS

- (a) The Lessee must obtain, keep current and comply with the terms thereof, of:
 - (i) all permits, licences, approvals or consents as may be required by the Local Government or other relevant Governmental Agency relevant to keeping camels on the Leased Premises;
 - (ii) without limiting clause 5.5, all permits, licences, approvals or consents required:
 - (A) in respect of any works required or to be carried out in connection with use of the Leased Premises for the Permitted Use, including constructing, maintaining or replacing the Improvements and any other works as permitted or required to be done under the terms of this Lease; and
 - (B) to carry out the activities permitted by the Permitted Use on and from the Leased Premises.
- (b) The Lessee must:
 - (i) provide the Lessor with a copy of the permits, licences, approvals or consents referred to in subclauses (a)(i) on the Commencement Date and on each anniversary of the Commencement Date or as otherwise requested by the Lessor from time to time;
 - (ii) provide the Lessor with a copy of the permits, licences, approvals or consents referred to in subclause (a)(ii) as are requested by the Lessor from time to time; and

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- (b) The Lessee hereby releases the Lessor and the Local Government from any claims, demands, liability and losses of any kind whatsoever and howsoever arising relating to the matters set out in subclause (a).

4.7 OVERLAP AND DAILY ACCRUAL

- (a) The rates, taxes, other charges, Service charges and other outgoings referred to in clauses 4.1, 4.3 and 4.4 include such of those items as arise during the Term as well as such of those items as arise before or after the Term but in respect of a period of time which overlaps the start or end of the Term.
- (b) The cost of items referred to in clauses 4.1, 4.3 and 4.4 will be treated as having accrued in equal increments daily in respect of the period to which they relate and will be apportioned, if applicable, between the Lessor and Lessee accordingly.

4.8 LEGAL COSTS AND STAMP DUTY

- (a) The Lessee must pay to the Lessor the Lessor's reasonable legal and other costs and expenses arising out of this Lease, including those incurred:
 - (i) in relation to an assignment, subletting or surrender of this Lease;
 - (ii) in considering a request for any consent or approval by the Minister;
 - (iii) as a result of a default by the Lessee in performance of his obligations under this Lease; and
 - (iv) the exercise of any right, power, privilege, authority or remedy of the Lessor in respect of this Lease, including the preparation and service of any notice referred to in Clause 8.
- (b) The Lessee is to pay or reimburse the Lessor on demand for:
 - (i) all stamp duty and penalties payable on this Lease and any extension of the Term of this Lease; and
 - (ii) all costs relating to the registration of this Lease and any extension of the Term of this Lease.

4.9 INTEREST

- (a) If any amount payable by the Lessee under this Lease (whether formally demanded or not) is not paid within 30 days after it becomes due for payment, the Lessee is to pay to the Minister interest on demand, on the amount from the due date for payment until it is paid in full.
- (b) Interest is to be calculated on a daily basis, at the Interest Rate.
- (c) Nothing in this clause 4.9 affects or prejudices any other right which the Minister may have in respect of the Lessee's failure to pay any amount by the due date for payment.

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- (c) Amounts payable under this clause must be paid to the Lessor within 30 days of receipt by the Lessee of the Lessor's invoice for the same. Payments must be made at the same place as payments of Rent.

4.5 OTHER OUTGOINGS

- (a) For the purpose of this clause:
 - (i) the term "Other Outgoings" means all costs incurred by the Lessor of and incidental to owning, operating, repairing or maintaining the Leased Premises and which are not recoverable under the other provisions of this lease. The term includes (but is not limited to) the cost of repairs, cleaning, waste disposal, security, air-conditioning, insurance, power supply and usage.
 - (ii) the term "referable to the Leased Premises" means "such that the Leased Premises enjoy or share the benefit resulting from the cost in question" and related or like expressions have a corresponding meaning.
- (b) Where the Other Outgoings are referable to the Leased Premises only, the same must be paid in full by the Lessee.
- (c) Where the Other Outgoings are referable to the Leased Premises and referable to other property owned by the Lessor, the Lessee must pay the Lessee's Proportion thereof. For the purpose of this clause, the term "Lessee's Proportion" means that proportion which the Lessor determines in good faith is referable to the Leased Premises.
- (d) Amounts payable under this clause must be paid within 30 days of receipt by the Lessee of the Lessor's invoice for the same. Payments must be made at the same place as payments of Rent.

4.6 ACCESS TO LEASED PREMISES

- (a) The Lessee acknowledges that it is aware that :
 - (i) as at the date of this Lease, the access to the Leased Premises is a pindan road (**road**);
 - (ii) the road will be subject to the Local Government's normal maintenance practices for a public road;
 - (iii) the road may not be upgraded to a sealed all weather surface within the Term;
 - (iv) the road is subject to periodic road closures to traffic during each wet season and, as such, its access to the Leased Premises and that of its contractors, agents, invitees, licensees and other persons wishing to access the Leased Premises could be restricted during those periods.

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- (c) For the purpose of that determination, the market rent shall be taken to be the Rent obtainable at the time of the Review in a free and open market as if, all the relevant factors, matters or variables used in proper land valuation practice having been taken into account, the Leased Premises were vacant and to let on similar terms to those contained in this Lease.
- (d) The costs of the determination shall be borne by the Lessor and the Lessee in equal shares.
- (e) Until the Lessee is notified of the rent as varied, the Lessee must pay the Rent in effect prior to the variation. When so notified, the Lessee must pay the rent as varied and must also pay the amount of any consequential adjustment from the Rent Review Date until the date of such notification.

4. OTHER PAYMENTS BY LESSEE

4.1 PAYMENT OF RATES, TAXES, ETC SEPARATELY ASSESSED

The Lessee must pay, when due and payable, all rates, taxes (including State land tax) and other charges (including impositions, assessments, outgoings, duties and fees) of any public, municipal, government or statutory body, authority or department which are separately charged upon the Leased Premises or imposed or levied upon the Lessor, the Minister or the Lessee in respect of the Leased Premises separately or the ownership of the Leased Premises separately. "State land tax" means land tax calculated on the basis that the Leased Premises comprise the only land of which the Lessor is owner.

4.2 INSTALLATION AND MAINTENANCE OF SERVICES

The Lessee must, at its own cost and expense, arrange for the provision, installation, connection, maintenance, repair and replacement of all Services and equipment required in connection with those Services, as it may require in connection with its use of the Leased Premises as permitted by this Lease.

4.3 PAYMENT OF SERVICE CHARGES SEPARATELY METERED

The Lessee must, in respect of the supply of any Services or other services separately metered or charged for the Leased Premises, pay all accounts when they become due and payable.

4.4 LESSEE'S PROPORTION WHERE COSTS NOT SEPARATELY ASSESSED OR METERED

- (a) Where any of the rates, taxes, Service charges and other charges referred to in clauses 4.1 and 4.3 are referable to the Leased Premises and referable to other property owned by the Lessor, the Lessee must pay the Lessee's Proportion thereof.
- (b) For the purposes of this clause, the term "Lessee's Proportion" means that proportion which the Lessor determines in good faith is referable to the Leased Premises; and the term "referable to the Leased Premises" has the meaning defined in clause 4.5(a).

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- (b) The Lessee agrees that any failure by the Lessee to comply with or perform a condition imposed under clause (a) will constitute a breach of a condition or covenant under this Lease.

2. APPLICATION AND EXCLUSION OF STATUTES

2.1 LAND ADMINISTRATION ACT

The Lessee and the Lessor agree that:

- (a) the provisions of the LAA relating to leases of Crown land granted under section 79 of the LAA apply to the Lessee; and
- (b) the provisions of this Lease do not in any way affect, alter or derogate from the Lessor's or the Minister's rights or powers conferred under the LAA.

2.2 TRANSFER OF LAND ACT

Such of the covenants and powers as might otherwise be implied by the *Transfer of Land Act 1893 (WA)* do not apply to this Lease and are not implied in this Lease unless expressly included.

3. RENT

3.1 PAYMENT OF RENT

The Lessee must pay to the Lessor the Rent:

- (a) by an initial payment equal to one half of the Rent on the execution of this Lease, and then by consecutive half yearly payments in advance on each Rent Payment Date, each payment being one-half of the Rent (excluding the first payment of Rent immediately after the initial payment, which must be proportionate if necessary);
- (b) at the place and in the manner notified by the Lessor in writing at any time or in the absence of that direction, at the address specified in item 4 of the Schedule;
- (c) without deduction or abatement; and
- (d) without demand from the Lessor.

3.2 REVIEW OF RENT

- (a) The Rent will be varied on each Rent Review Date in accordance with clause (b) below.
- (b) On each Rent Review Date, the Rent will be varied to reflect the market rent as determined by the Lessor in consultation with the Valuer General as referred to in the Valuation of Land Act 1978.

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- (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate;
- (e) a reference to a thing includes a part of that thing;
- (f) references to parts, clauses and parties are references to parts and clauses of, and parties to, this Lease;
- (g) a reference to a party to this Lease includes that party's successors and permitted assigns and in the case of a natural person also includes that person's personal representatives and administrators;
- (h) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day;
- (i) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (j) no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of this Lease or of any of the provisions of this Lease;
- (k) references to statutes, regulations, ordinances and by-laws when contained in this Lease include amendments, re-enactments or consolidations of any of them and a reference to a statute includes every regulation, proclamation, ordinance and by-law issued under that statute;
- (l) a reference in this Lease to a sub-clause, paragraph or sub-paragraph is a reference to a sub-clause, paragraph or sub-paragraph in the clause or definition in which the reference appears;
- (m) words which are defined in the LAA and used in this Lease have the same meaning given to them under the LAA; and
- (n) a reference in this Lease to "including" is deemed to be followed by "but not limited to".

1.3 PERFORMANCE OF FUNCTIONS BY MINISTER

All acts and things which the Lessor or the Minister is required or empowered to do under this Lease must be done by the Minister or the Minister's delegate appointed under section 9 of the LAA.

1.4 APPROVAL BY THE MINISTER

- (a) In any case where under this Lease the doing or executing of any act matter or thing by the Lessee is dependent on the approval or consent of the Minister, such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine unless otherwise provided in this Lease.

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- (a) its successors and permitted assigns;
- (b) if the Lessee is a natural person, its executors and administrators; and
- (c) its employees, agents and contractors.

Lessor means the State of Western Australia acting through the Minister for Lands, a body corporate under the LAA, care of the Department for Planning and Infrastructure, 1 Midland Square, Midland, WA 6056.

Local Government means the local government established under the *Local Government Act 1995* for the area in which the Leased Premises is situated, at the Commencement Date being the "Shire of Broome".

Minister means the Minister of the Crown for the time being administering the LAA.

Permitted Use means the use of the Leased Premises described in item 3 of the Schedule.

Rent means the annual rent specified in item 1 of the Schedule as varied from time to time under this Lease.

Rent Payment Date means the first day of January and the first day of July of every year during the Term.

Rent Review Date means each date specified in item 2 of the Schedule.

Services includes all public utility services including water supply, gas, sewerage, waste disposal, drainage, electricity, gas reticulation and telecommunication facilities.

Term means the term of this Lease set out on the front page commencing on the Commencement Date and includes, where the context requires, any shorter term (due to early determination under this Lease), or any Further Term or any other period of extension of that term during which the Lessee has possession of the Leased Premises.

Town Planning Scheme means the town planning scheme adopted by the Local Government and any other relevant planning policy under the *Town Planning and Development Act 1928* applying from time to time to the area of which the Leased Premises forms part.

1.2 INTERPRETATION

In this Lease, unless the context otherwise requires:

- (a) headings or subheadings are inserted for guidance only and do not govern the meaning or construction of this Lease or of any provision contained in this Lease;
- (b) words expressed in the singular include the plural and vice versa;
- (c) words expressed in one gender include the other genders;

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(b) of rendering land or the Environment:

- (i) unsafe or unfit for or likely to cause harm to humans or other living things;
- (ii) degraded in any way, including its capacity to support plant life;
- (iii) unsuitable for the use to which the contaminated land is, or can be put; or
- (iv) diminished in value,

and **Contaminated** has a corresponding similar meaning.

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

Development Plan has the meaning given to this term in 5.4(b)(ii).

DLI means the Department of Land Information.

DPI means the Department for Planning and Infrastructure.

Encumbrance means the encumbrances shown on the front page of this Lease.

Further Term means the further term specified in item 6 of the Schedule, if any.

Governmental Agency means any government or any governmental, Local Government, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Improvements has the meaning given in clause 5.4(b)(i) and includes any alterations to, or replacement of, those Improvements from time to time as permitted by the terms of this Lease and also any other structures, buildings or improvements permitted under the terms of this Lease.

Interest Rate means the rate determined under section 142(1) of the Supreme Court Act 1935 from time to time.

LAA means the Land Administration Act 1997 (WA).

Leased Premises means the land described on the front page of this Lease and Improvements thereon.

Law includes any Town Planning Scheme, requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Lease means this lease, as it is amended from time to time, varied, supplemented, replaced, extended, renewed or assigned as permitted by this Lease), and includes any deed of variation of this lease.

Lessee means the party stated as the lessee as described on the front page of this Lease and where the context permits, includes:

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DATE

This deed is made the day of

PARTIES

The parties to this Lease are the Lessor and the Lessee as defined in clause 1.1.

RECITALS

- A. The Minister is authorised by section 79 of the LAA to grant leases of Crown land for any purposes and on such terms and conditions as the Minister may determine.
- B. The Lessee has requested a lease of the Leased Premises for the Permitted Use.
- C. The Minister has agreed to grant to a lease of the Leased Premises to the Lessee, subject to the Encumbrances, for the Term and at the Rent and on and subject to the provisions of the LAA and the terms and conditions of this Lease and the Lessee has agreed to take a lease of the Leased Premises on these terms and conditions.

AGREEMENT

The parties covenant and agree as follows:

1. DEFINITIONS, INTERPRETATION AND EXERCISE OF MINISTER'S POWERS

1.1 DEFINITIONS

The following definitions, together with those in the Schedule, apply unless the contrary intention appears:

Business Day means any day other than a Saturday, Sunday or State public holiday in Western Australia.

Certificate of Crown land title has the same meaning as defined in the LAA and includes a qualified certificate of Crown land title as that term is defined in the LAA.

Commencement Date means the date shown on the front page of this Lease as the commencement date.

Contamination means the presence of a substance in, on or under land, either in soil, seabed, or groundwater, at a concentration above the concentration at which the substance is normally present in, or under land, either in soil, seabed or groundwater, in the same locality being a presence that presents a risk:

- (a) of harm to the Environment (as defined in the Environmental Protection Act 1986 (WA));

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**GENERAL
CONDITIONS
OF LEASE
UNDER
SECTION 79
OF THE LAND
ADMINISTRATION ACT**

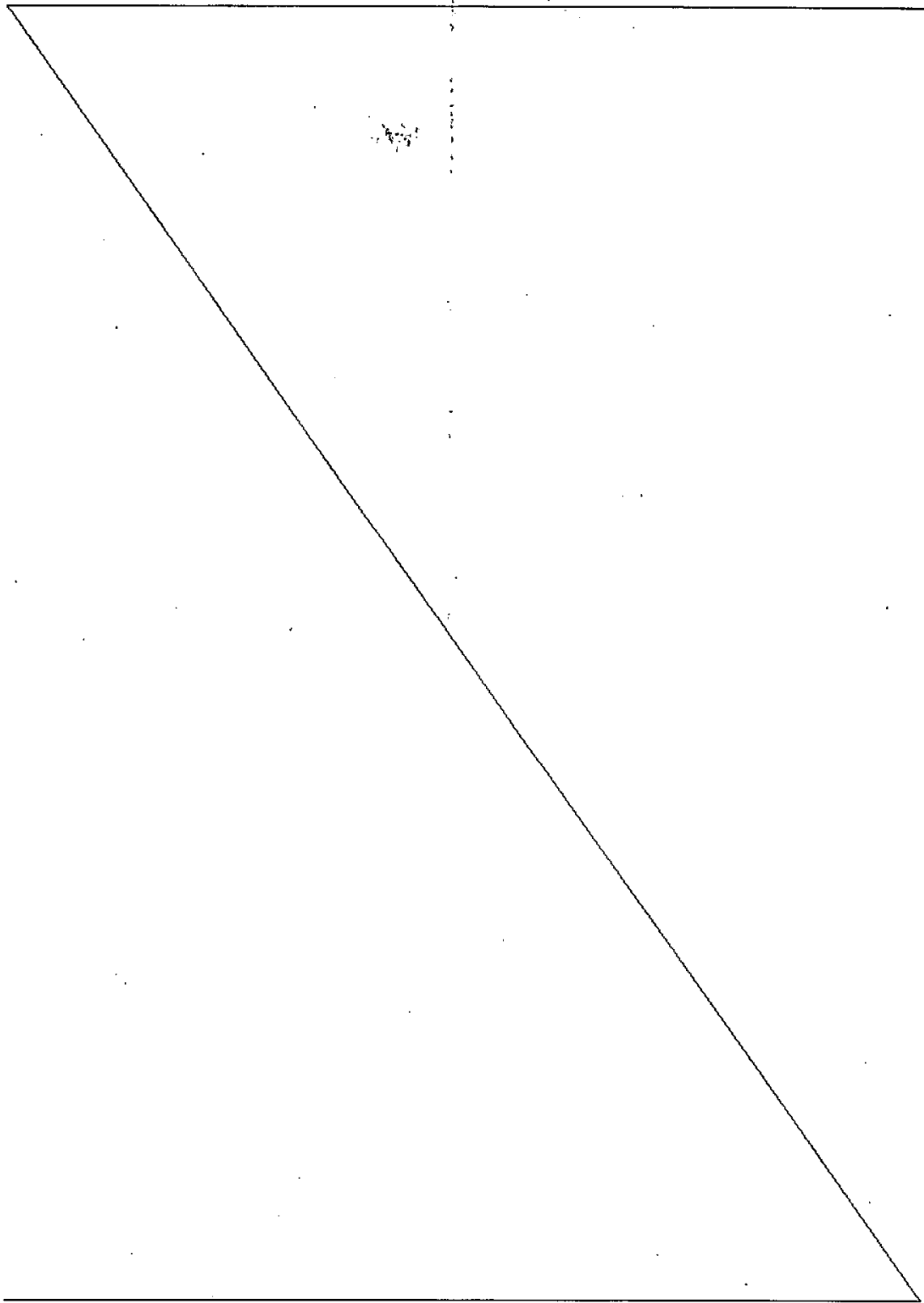


Department for Planning and Infrastructure
Government of Western Australia

**Postal Address: PO Box 1575
MIDLAND WA
6936**

**Address: 1 Midland Square
MIDLAND WA
6056**

Telephone: (08) 9347 5087



FORM LAA-1022

WESTERN AUSTRALIA
LAND ADMINISTRATION ACT 1997
TRANSFER OF LAND ACT 1893 AS AMENDED

TENURE CODE:

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (NOTE 1)

Lot 302 on Deposited Plan 43435

EXTENT

Whole

VOLUME

3134

FOLIO

498 /

ENCUMBRANCES (NOTE 2)

~~NOT~~ TAKING ORDER I943138

LESSOR/S (NOTE 3)

The State of Western Australia acting through the Minister for Lands, a body corporate under the Land Administration Act 1997, care of Department for Planning and Infrastructure, 1 Midland Square, Midland WA 6056. ✓

LESSEE/S (NOTE 4)

John Geappen care of Post Office Box 2252, Broome WA 6725. /

TERM OF LEASE (NOTE 5)

10 Years 0 Months 0 Days
Commencing from the 1st Day of October, 2005

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

for the above term for the clear yearly rental of (Note 7) Five Hundred Dollars /
payable (Note 8) six monthly in advance

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 & TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN