INSTRUCTIONS

1. This form may be used only when a "Box Type" form is not provided or is unsuitable. It may be completed in narrative style.
2. If insufficient space hereon Additional Sheet Form B1 should be used.
3. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
4. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

NOTES

1. Insert document type.
2. 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.

G 861335 E
28 Jul, 1998 16:20:02 Midland

REG. $ 64.00

LODGED BY McLEOD & CO
Solicitors
Gibson Raison Settlements
P.O. Box 366, 220 Stirling Highway
ADDRESS Telephone: (08) 9274 6511 CLAREMONT WA 6010
Facsimile: (08) 9274 6818

PHONE No. 383 3133

FAX No. 385 2693

REFERENCE No. McL/C5 9580ease

ISSUING BOX No. 43 ~~346~~

PREPARED BY McLEOD & CO
SOLICITORS

ADDRESS 222 STIRLING HIGHWAY
CLAREMONT WA 6010

PHONE No. 383 3133 FAX No. 385 2693

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

(1) A

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. C/T Produced
2. _____
3. _____
4. _____
5. _____
6. _____

Received Items
Nos.
Receiving Clerk

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

REGISTRAR OF TITLES WESTERN AUSTRALIA

EXAMINED Nc 38 (136c TLA)

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SIGNED by the said ROBYN DIANNE HAMER in the presence of:) RDHamer

Witness sign: Joanne Smith

Witness name: JOANNE SMITH

Address: 61 QUACUP PLACE, WUNDOWIE

Occupation: ARTIST ASSISTANT

MORTGAGEE'S CONSENT

THE COMMONWEALTH BANK OF AUSTRALIA (ACN 123 123 124) being the Mortgagee under Mortgage D287433 HEREBY CONSENTS to the Grant of Easement shown on Plan 22114.

DATED the 27 day of July 1998.

SIGNED BY MARILENA ARMANASCO
THE COMMONWEALTH BANK OF AUSTRALIA
in the presence of
EMSweeney

COMMONWEALTH BANK OF AUSTRALIA
By its Attorney
M Armanasco
Manager
Conveyancing
P/A F494303

(9580EASE/JE/D)

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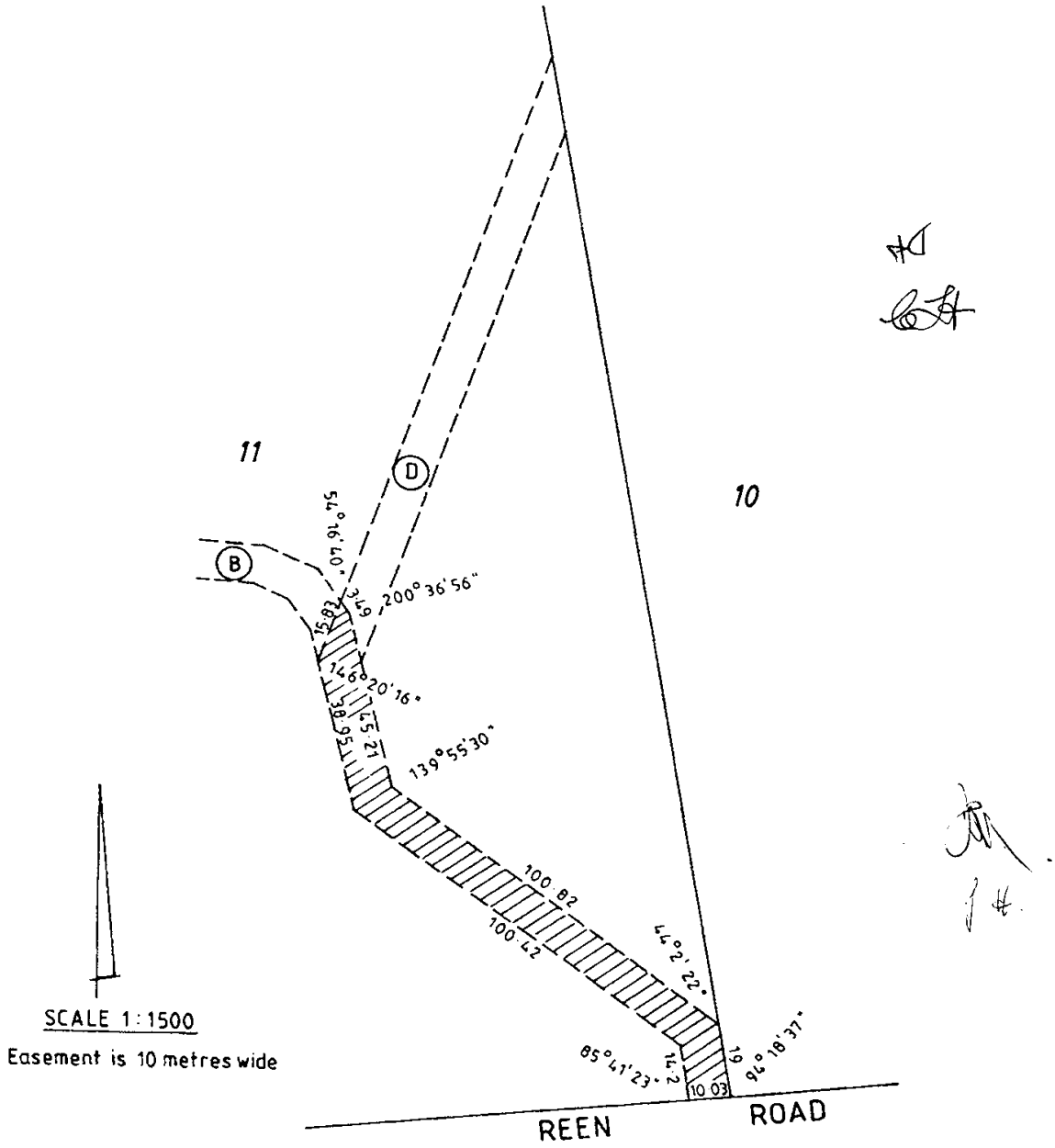
SKETCH OF PORTION OF EASEMENT (D) OVER LOT 11 OF SWAN LOCATION 1316 ON PLAN 22114



SCALE 1:1500

Easement is 10 metres wide

PREPARED BY:

SCANLAN SURVEYS PTY LTD

LICENSED SURVEYORS

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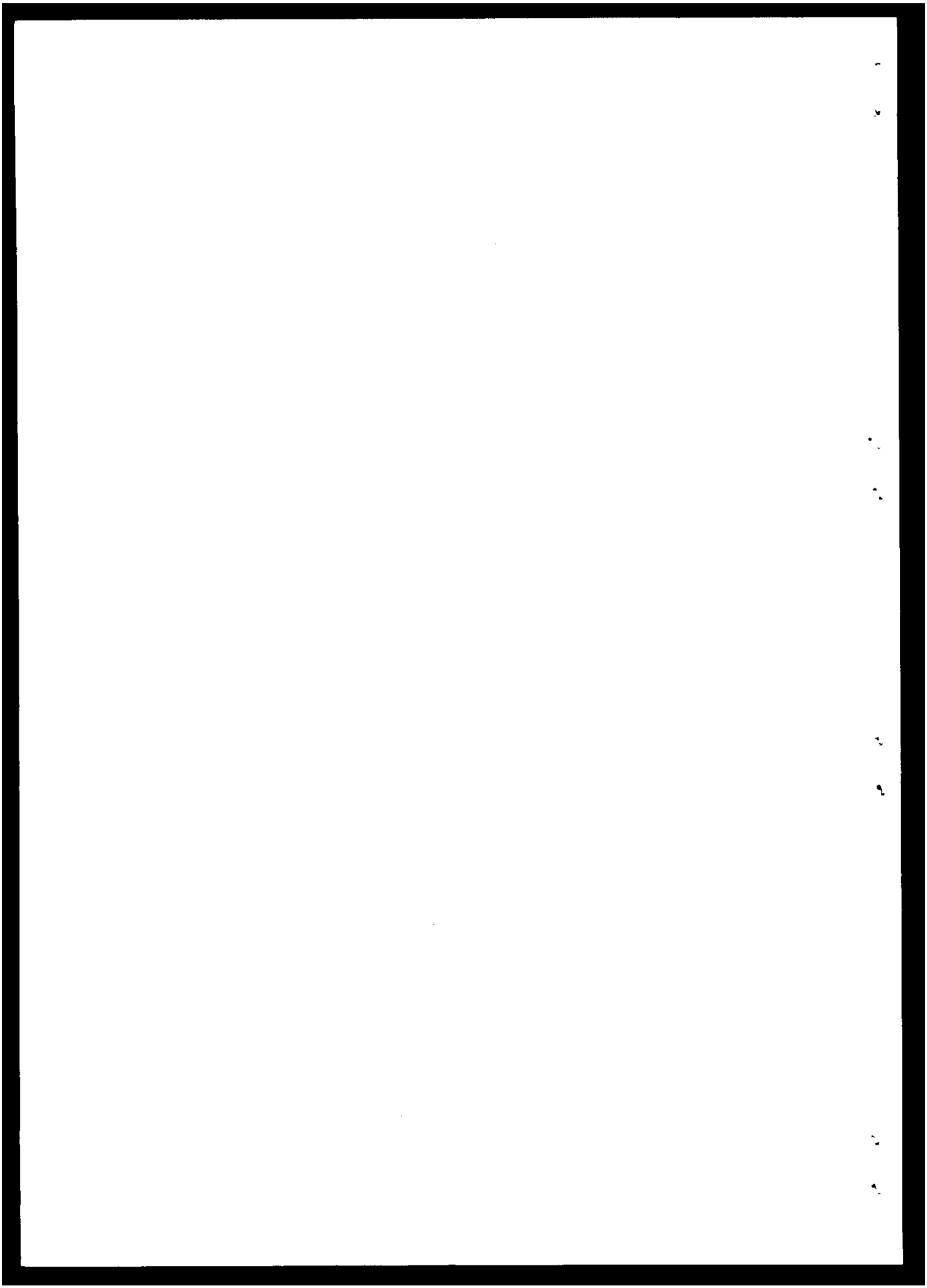

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SCHEDULE

Item 1: ENCUMBRANCES

Mortgage D287433

EXECUTED as a Deed.

SIGNED by the said CLIVE ARTHUR HAMER in the presence of:)

Witness sign: Joanne Smith
Witness name: JOANNE SMITH
Address: 91 QUACUP PLACE, WUNDOWIE
Occupation: ARTIST ASSISTANT

SIGNED by the said JOAN MURIEL HAMER in the presence of:)

Witness sign: Joanne Smith
Witness name: JOANNE SMITH
Address: 91 QUACUP PLACE, WUNDOWIE,
Occupation: ARTIST ASSISTANT

SIGNED by the said MARK HAMER in the presence of:)

Witness sign: Joanne Smith
Witness name: JOANNE SMITH
Address: 91 QUACUP PLACE, WUNDOWIE
Occupation: ARTIST ASSISTANT

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of Western Australia Inc. and the costs of that arbitration shall be borne equally between the parties.

4.4 The Grantor and the Grantee HEREBY ACKNOWLEDGE AND AGREE that either party shall if that party wishes to do so, have the right to enter any of Easements B, C and D, whichever is applicable, for the purposes of maintaining or repairing such Easement at that party's own expense but without affecting the provisions of subclause 4.3 hereof PROVIDED THAT such maintenance and repair shall be carried out expeditiously and between the hours of 8 am and 5 pm on any day.

4.5 The Grantor and the Grantee HEREBY AGREE that in the event that either party receives approval from the appropriate authorities to develop or subdivide that portion of the Land Burdened or Land Benefited of which it is the registered proprietor and such development or subdivision will encroach on the Easements the parties agree to vary the Easements in accordance with such approvals provided that the parties are provided with a similar reasonable and sufficient access to their respective land.

5. **INTERPRETATION**

Reference to the parties includes their personal representatives, successors and lawful assigns.

Where a reference to a party includes more than one person the rights and obligation of those persons shall be joint and several.

Headings have been inserted for guidance only and shall be deemed not to form part of the context.

The Schedule forms part of this Deed.

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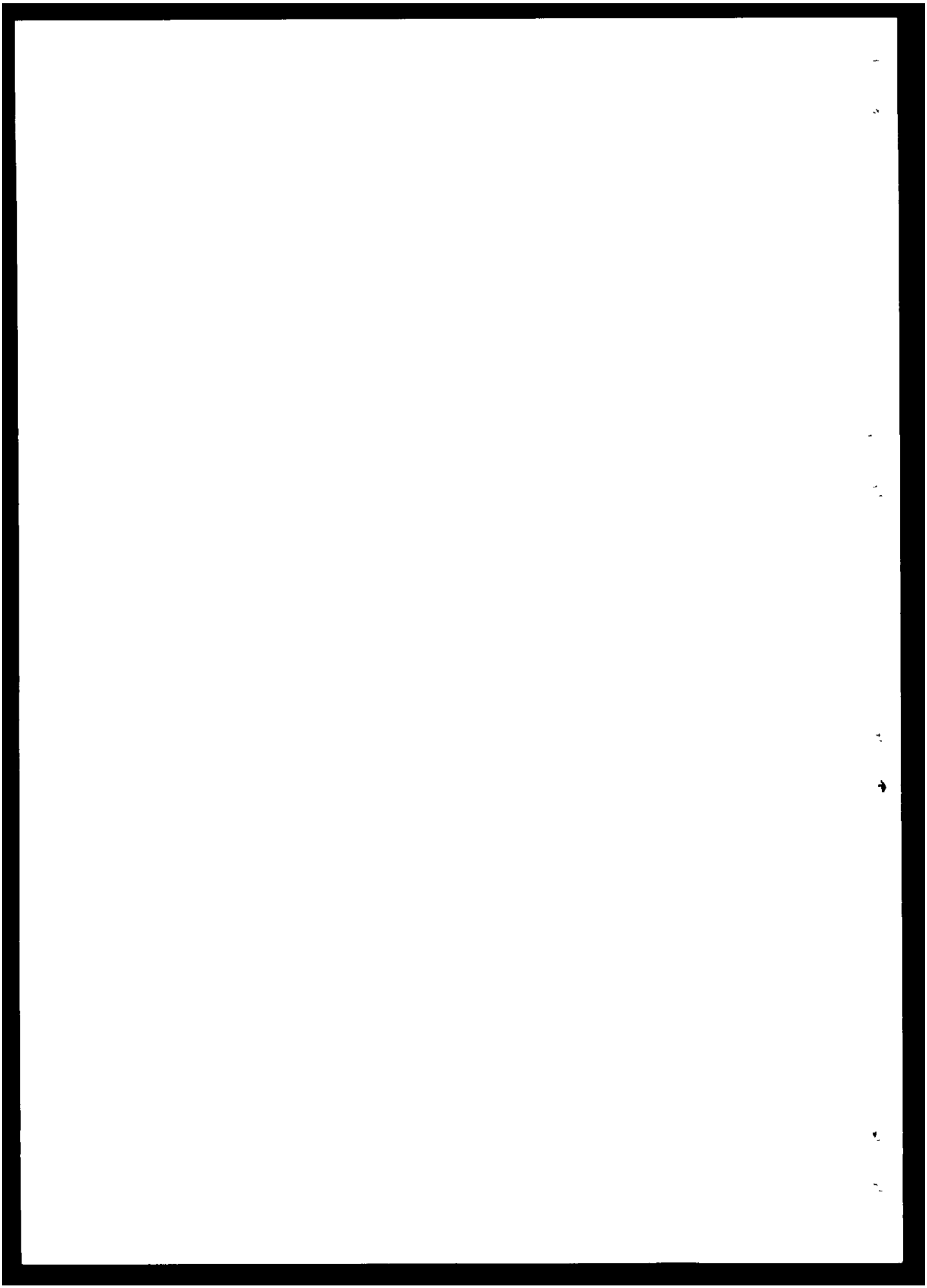

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where the consent of the Grantee is required pursuant to the terms of this grant, such consent shall not unreasonably be withheld; and

(b) in the event of the Grantor needing to obstruct a portion of the Easement temporarily for a purpose associated with the use of the Land Burdened, the Grantee will not unreasonably withhold its consent PROVIDED THAT the Grantor makes available to the Grantee a reasonable alternative right of way for the period of such temporary obstruction.

4. **FURTHER AGREEMENT**

4.1 The parties agree that the burden of Easements B, C and D is intended to run with the Land Burdened in the hands of whoever it may come to the benefit of the Land Benefited in the hands of whoever it may come subject only to the restrictions imposed on Easement B to take effect from 1 August 1999, and the restrictions imposed on Easement C set out in paragraph 1(b).

4.2 The rights of way comprising Easements B, C and D shall be constructed by the persons presently defined as "the Grantor" but that obligation shall not extend to any successor in title to the Grantor.

4.3 Other than in respect of the portion of Easement D which is shown hachured on the sketch annexed and in respect of the bridge which forms part of Easement D neither party shall be obliged to maintain or repair the Easements. In respect of the bridge which forms part of Easement D and that portion of Easement D which is hachured the parties shall maintain and repair those parts of Easement D equally and all costs and expenses shall be shared equally provided that in the event that the parties shall fail to reach agreement as to any repair or maintenance which one party considers necessary or desirable, the matter shall be referred to arbitration in accordance with the Commercial Arbitration Act 1985 and the Arbitrator shall be a legal practitioner appointed by the President for the time being of the Law Society

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2. **GRANTOR'S COVENANTS**

The Grantor HEREBY COVENANTS AND AGREES with the Grantee that:

(a) Grantor's Power

Notwithstanding anything made, done, omitted or knowingly suffered, the Grantor has full power to make the grant set out herein and assures the Grantee such grant shall remain to and be quietly held and enjoyed by the Grantee and the benefit thereof shall be received and taken accordingly without interruption or disturbance by the Grantor or any person claiming by, through, under or in trust for or in any way against the Grantor.

(b) No Obstruction of Easement

The Grantor will not construct erect or build or suffer to be constructed erected or built any building structure or obstruction whatsoever on the Easement or any part thereof or use or permit the Land Burdened to be used in such a way as to obstruct or interfere with the use of the Easement without the consent in writing of the Grantee first being obtained and nor will the Grantor construct or cause to be constructed any fence or obstruction on the boundary of the Land Burdened where the Easement adjoins the Land Benefited unless agreed to in writing by the Grantee.

3. **GRANTEE'S COVENANTS AND ACKNOWLEDGMENTS**

The Grantee acknowledges that:

(a) the rights created in the Easement herein are not granted exclusively and are granted by the Grantor in common with the corresponding rights of the Grantor and other persons lawfully entitled to exercise such rights and that

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Lot 11 and Lot 10 on Plan 22114 ("the Land Benefited") and to his, her or their tenants servants agents workmen visitors and other persons from time to time authorised by the Grantee under and by virtue of the provisions of section 136C of the Transfer of Land Act 1893 full and free right liberty power and authority from time to time and at all times hereafter and for all purposes to go, pass and repass either with or without vehicles over, along and across those portions of the Land Burdened shown marked "B", "C" and "D" on Plan 22114 ("Easements B, C and D") but in respect of:

(a) Easement B the right to go pass and repass from time to time and for all purposes is limited and remains valid only until 1 August 1999 and thereafter the Grantee shall have the full and free right liberty power and authority from time to time and at all times thereafter to go pass and repass over along and across Easement B only in the case of:

(i) emergency which shall include use by fire brigade ambulance and use by the Grantee in the case of fire or inclement weather, which makes any other access difficult or dangerous;

(ii) access for maintenance of fire breaks; and

(iii) usage by heavy delivery and construction vehicles for:

A the purposes of construction of buildings; and

B domestic purposes; and

(b) Easement C the right to pass and repass from time to time and at all times hereafter and for all purposes is limited to use for access to the northern portion of Lot 11 and the right does not extend to the use of the Easement itself for entertainment purposes.

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FORM B2

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED.

BLANK INSTRUMENT FORM

GRANT OF EASEMENT (Note 1)

THIS DEED is made the 27th. day of July 1998.

WESTERN AUSTRALIA STAMP DUTY
28-JUL-98 001186887-001
DEE
VALUE $
FD $ *********80.00 REN $**********.00

RECITALS:

A. Clive Arthur Hamer and Joan Muriel Hamer both of "Pertivilla" Reen Road, Gidgegannup as life tenants and Mark Hamer and Robyn Dianne Hamer both of Reen Road, Gidgegannup as proprietors of an estate in fee simple in remainder expectant upon the death of the life tenants (those parties together being "the Grantor") in land being Lot 58 on Plan 6878 and being the whole of the land comprised in Certificate of Title Volume 27 Folio 301A ("the Land") applied to the Western Australian Planning Commission ("WAPC") for approval to subdivide the Land.

B. WAPC on 20 November 1996 by approval No. 101908 approved the application to subdivide the Land into two lots, being Lot 10 and Lot 11 on Plan 22114.

C. The Land rises steeply and access to Lot 10 from the adjoining road is difficult.

D. For the purpose of access to Lot 10 the Grantor has created easements which are shown on Plan 22114 and marked "B", "C" and "D" on the sketch annexed and the Grantor enters into this Deed to set out the conditions of use of the easements.

OPERATIVE PART:

1. **GRANT OF EASEMENT**

The Grantor being registered as the proprietor for the time being in Lot 10 and Lot 11 on Plan 22114 ("the Land Burdened") HEREBY CREATES in favour of the registered proprietor for the time being and from time to time ("the Grantee") of

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