

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.

K 32333 E

20 Dec 2006 13:59:07 Perth



REG \$ 82.00

LODGED BY **WESTERN POWER**

ADDRESS **363 WELLINGTON STREET
PERTH WA 6000**

PHONE No. **9326 4899**

FAX No. **9225 2057**

REFERENCE No. **PM/3/TLS120(37A)V2 DMS# 3183996v1)**

ISSUING BOX No. **BOX 184K PERTH**

PREPARED BY

ADDRESS **AS ABOVE**

PHONE No. FAX No.

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

Handwritten signature

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

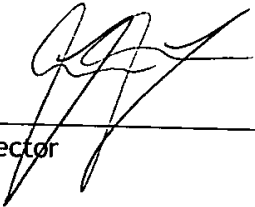
- | | |
|----------|-----------------|
| 1. _____ | Received Items |
| 2. _____ | Nos. |
| 3. _____ | |
| 4. _____ | |
| 5. _____ | Receiving Clerk |
| 6. _____ | |

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


EXAMINED *[Signature]*



EXECUTED BY KINGSOAK PTY LTD A C N 093 777 970



Director



Director/Secretary


TROY FELT

Print full name


PAUL FELT

Print full name

Signed on behalf of ELECTRICITY NETWORKS CORPORATION by persons authorised by its Board in accordance with Section 135(4) of the Electricity Corporations Act 2005.



Authorised Person - Name: RUDY TEH



Authorised Person - Name: RS WHITE

ENCUMBRANCES REFERRED TO

Easement burden created under Section 27A of T.P. & D. Act - see Plan 17489
Mortgage J437087

MORTGAGEES CONSENT

I/WE, **BANK OF WESTERN AUSTRALIA LTD** being the Mortgagee under and by virtue of Mortgage registered No. **J437087** DO HEREBY CONSENT to the within Easement and WE AGREE that the said Easement shall rank in priority to the said Mortgage.

DATED this *22ND* day of *August* 2006

EXECUTED by BANK OF WESTERN AUSTRALIA LTD. 22 08 06 454 454 by its Attorney

My constituted Attorney for Power of Attorney No. H994310 dated 22nd January 2002 who at the date hereof had no notice of revocation of such Power of Attorney in the presence of:

An Officer of the Bank *[Signature]*

BANK OF WESTERN AUSTRALIA LTD. by its Attorney: *[Signature]*
JOHN ROWLE
BANK OFFICER.

[Signature]
Enrico Caruso
Relationship Manager

ADDITIONAL PAGE TO EASEMENT IN GROSS

Dated

2. MUTUAL COVENANTS

The Grantor and Electricity Networks Corporation MUTUALLY AGREE AND DECLARE that:

- (a) Electricity Networks Corporation shall maintain all bridges, gates, culverts, access roads and improvements which it makes to the Land to the extent that they serve Electricity Networks Corporation's Transmission Works;
- (b) Electricity Networks Corporation shall not be required to fence off all or any part of the Easement but may cut and remove part of any fence and construct and maintain a gate or gates as Electricity Networks Corporation may require;
- (c) subject to the express provisions of this Grant, Electricity Networks Corporation shall do as little damage as is reasonably possible and shall make good or otherwise pay adequate compensation for all physical damage done to the Land and any premises or thing, by Electricity Networks Corporation in the course and at the time of the exercise of any power of entry onto that land premises or thing;
- (d) in this Grant, unless the context otherwise requires:
 - (i) a covenant or agreement entered into by more than one person shall be deemed entered into and to bind all parties jointly and each party severally;
 - (ii) a reference to the Grantor (where there is more than one) shall mean and include each of them and any two or more of them; and
 - (iii) all words and phrases which are defined in the Act, shall have the same meanings whenever they appear in this Grant;
- (e) this Grant is made and received upon and subject to all of the rights, powers and authority of Electricity Networks Corporation contained in the Act and any other Act or Acts, including the Energy Operators (Powers) Act 1979 Sections 28(3)(d), 36, 37 and 45, which now or subsequently confer any rights, powers or authorities on Electricity Networks Corporation.
- (f) the Grantor will not improve, enlarge or alter any of the improvements without the prior written consent of Electricity Networks Corporation which it shall have no obligation to grant and then on those terms and conditions, if any, which Electricity Networks Corporation may determine.

THE SCHEDULE**CANNINGTON TERMINAL TO GOSNELLS (81) 132KV TRANSMISSION LINE**

DATED this

4th

day of

September

2006

- (ii) otherwise with the prior written consent of Electricity Networks Corporation on each occasion
- (b) construct, erect or set up any building, structure or improvement within the Easement other than:
 - (i) a fence or trellis not exceeding two (2) metres in height from the natural surface of the Land, earthed to the satisfaction of Electricity Networks Corporation in the case of a metallic fence or trellis; and
 - (ii) those structures and improvements specified in and to the extent permitted by subclause 1(c)
- (c) construct, erect, set up, improve, enlarge or alter any:
 - (i) contour bank;
 - (ii) fenced stormwater drain or compensating basin; or
 - (iii) fenced artificial lake;

within the Easement without the prior written consent of Electricity Networks Corporation, which Electricity Networks Corporation shall be under no obligation to grant and then upon those terms and conditions, if any, which Electricity Networks Corporation may determine;
- (d) grow, cultivate or maintain any vegetation exceeding one (1) metre in height from the natural surface of the land, within the Easement;
- (e) stack, place or store any plant or material within the Easement;
- (f) bring within the easement any vehicle or machinery which together with any attachment, aerial or accessory exceeds 4.5 metres in height from the natural surface of the land;
- (g) park or leave stationary within the easement any vehicle or machinery exceeding 2.5 metres in height from the natural surface of the land;
- (h) bring onto or permit to be brought onto the Easement any explosive, flammable or unstable substance or material other than agricultural crops;
- (i) blast or permit any blasting within the Easement;
- (j) carry on or permit to be carried on any activity or operation which endangers the safety of the Transmission Works or the safe, efficient and continuous operation of those Works;

BLANK INSTRUMENT FORM

[**EASEMENT IN GROSS**] (Note 1)

I/WE **KINGSOAK PTY LTD (ACN 093 777 970) OF PO BOX 396, BELMONT** in the State of Western Australia ("the Grantor", which expression includes the transferees, assigns, personal representatives and successors in title of the Grantor) being registered as the proprietor of an estate in Fee Simple in ALL THAT land being:

LOT 218 ON PLAN 17489 AND BEING THE WHOLE OF THE LAND CONTAINED IN CERTIFICATE OF TITLE VOLUME 1875 FOLIO 920

subject to the Encumbrances notified hereunder ("the Land").

... ABN 66 012 878 629
WESTERN AUSTRALIA STAMP DUTY
CON 04/09/06 14:51 002689953-001
FEE \$ *****
50 \$ *****2.00 PEN *****.00

AGREE THAT IN CONSIDERATION of the sum of **ONE DOLLAR (\$1.00)** paid to me/us on the execution of this GRANT by Electricity Networks Corporation, a body corporate pursuant to the Electricity Corporations Act 2005 ("the Act") of 363-365 Wellington Street, Perth in the State of Western Australia ("the Grantee", which expression includes the successors and assigns of Electricity Networks Corporation) I/WE TRANSFER AND GRANT to Electricity Networks Corporation full right and liberty for Electricity Networks Corporation from time to time and at all times hereafter, to enter in, upon, under, over and across ALL THAT portion of Land denoted 'A' as shown on **Deposited Plan 51644 Edition 1 Version 1** ("the Easement") and to remain on and occupy the Easement at all times for so long as is necessary for Electricity Networks Corporation to:

- (a) clear and keep the Easement clear of trees, shrubs, vegetation and other growth;
- (b) break, excavate (to the depth necessary), remove timber, vegetation, soil, earth, gravel and stone upon the Easement; and
- (c) set up, lay down, establish, maintain, utilise and operate and at any time, inspect, service, maintain, repair, replace, alter or remove the system of electricity Transmission Works named and described in the Schedule and all of the Works and Undertakings which now or in the future form any part of those Transmission Works.

1. GRANTORS COVENANTS

The Grantor COVENANTS with Electricity Networks Corporation not to:

- (a) alter or disturb the present grades and contours of the surface of the land within the Easement except:
 - (i) in the course of normal farming operations; or

BankWest

Consent to Subsequent Lodgment

(for non-issued CT dealings only)

DLI
PO BOX 2222
MIDLAND WA 6936

Bank of Western Australia Ltd
ABN 22 050 494 454

BankWest Business Solutions
BankWest Tower
108 St Georges Terrace
GPO Box E237, Perth
Western Australia 6001
HelpLine: 13 17 18



Date: 7 December 2006

Re: KINGSOAK PTY LTD ACN 093 777 970

Attn: Registrar of Titles

BankWest, as mortgagee of mortgage J437087 hereby consents to the registration

Of the following documents: APPLICATION FOR NEW TITLE FOR DEPOSITED PLAN 51644.

TOGETHER WITH A DEED OF EASEMENT IN GROSS TO WESTERN POWER AS SHOWN ON
DEPOSITED PLAN 51694

lodged by: STRAND SETTLEMENTS

against Certificate of Title: 1875/920.

registered in the name: KINGSOAK PTY LTD ACN 093 777 970

For all enquiries, contact JOHN HOWIE phone (08) 9240 3613

Yours faithfully

A handwritten signature in black ink, appearing to be 'J. Howie'.

For and on behalf of
BANK OF WESTERN AUSTRALIA LIMITED A.B.N. 22 040 594 454

now WFR 6/1/07