Form 10 WESTERN AUSTRALIA

INSTRUMENT OF LEASE Mining Act 1978 (Sec. 116 Reg. 35)

GENERAL PURPOSE LEASE No.

The Minister a corporation sole established by the *Mining Act 1978* in consideration of the rents hereinafter reserved and of the covenants on the part of the Lessee described in the First Schedule to this lease and of the conditions hereinafter contained and pursuant to the *Mining Act 1978* hereby leases to the Lessee for the purpose set out in the Second Schedule to this lease the land more particularly delineated and described in the Third Schedule to this lease subject however to the exceptions and reservations if any set out in the Fourth Schedule to this lease and to any other exceptions and reservations which are by the *Mining Act 1978* and by any Act for the time being in force deemed to be contained herein to hold to the Lessee in the shares set out in the First Schedule to this lease for a term specified in the Fifth Schedule to this lease and commencing on the date set out in the Sixth Schedule to this lease upon and subject to such of the provisions of the *Mining Act 1978* as are applicable to general purpose leases granted thereunder and to the covenants and conditions hereinafter contained or implied herein the Lessee paying therefor the rents and royalties for the time being and from time to time respectively prescribed pursuant to the provisions of the *Mining Act 1978* at the times and in the manner so prescribed.

AND it is hereby agreed and declared that unless the Lessee shall at all times duly and punctually perform and observe the covenants and conditions hereinafter contained or implied herein this lease shall be liable to forfeiture and may be forfeited by the Minister pursuant to the powers in that behalf conferred by the *Mining Act 1978*. The covenants and conditions hereinbefore referred to are that the Lessee shall —

- 1. pay the rents due under this lease at the prescribed time and in the prescribed manner
- 2. use the land in respect of which this lease is granted solely for the purpose set out in the Second Schedule to this lease
- 3. not assign, underlet or part with possession of such land or any part thereof without the prior written consent of the Minister, or of an officer of the Department acting with the authority of the Minister
- 4. lodge at any mining registrar's office such periodical reports as are approved by the Director General of Mines as being required in respect of a general purpose lease
- 5. promptly report in writing to the Minister details of all minerals of economic significance discovered in, on or under the land the subject of this lease
- 6. duly and punctually observe and perform all other provisions of the *Mining Act 1978* and of any other Act for the time being in force applicable or relating to the Lessee or this lease or the land the subject of this lease
- 7. duly and punctually perform and observe the further conditions or stipulations if any set out in the Seventh Schedule to this lease as well as any condition which may hereafter be imposed by the Minister pursuant to section 84 of the *Mining Act 1978*.

In this lease:

"Lessee" includes the executors administrators and permitted assigns of the Lessee or if the Lessee be more than one the respective executors administrators and permitted assigns of each Lessee or in the case of a Lessee which is a corporation the successors and permitted assigns of that Lessee.

If the Lessee be more than one the liability of the Lessee hereunder shall be joint and several.

Reference to an Act includes all amendments to that Act and to any Act passed in substitution therefor or in lieu thereof and to the regulations and by-laws for the time being in force thereunder.

FIRST SCHEDULE

(The name address and description of the Lessee and the shares in which the lease is held.)

SECOND SCHEDULE

(Here set out such of the purposes referred to in section 87(1) of the *Mining Act 1978* as this lease is to be granted for.)

THIRD SCHEDULE

(Description of Land:)

Locality:

Mineral Field: Area, etc.:

Being the land delineated on Survey Diagram No.

and

recorded in the Department.

FOURTH SCHEDULE

All petroleum as defined in the *Petroleum Act 1967* on or below the surface of the land the subject of this lease is reserved to the Crown in right of the State of Western Australia with the right of the Crown in right of the State of Western Australia and any person lawfully claiming thereunder or otherwise authorised to do so to have access to the land the subject of this lease for the purpose of searching for and for the operations of obtaining petroleum (as so defined) in any part of the land.

FIFTH SCHEDULE The term of the lease is SIXTH SCHEDULE

Date of commencement of the lease.

SIXTH SCHEDULE

Any further endorsements/conditions or stipulations

NOTE

In addition to any specific conditions that are endorsed on this instrument, the holder in exercising the rights granted herein must first ensure that the necessary consents and permission have been obtained and compensation has been agreed to or determined in respect to certain Crown Land, Public Reserves, etc., private land and where the lawful rights of other land users are concerned.

| IN witness whereof the Minister has affixed his seal and set his | | |
|--|----------|----|
| hand hereto this | day of | 20 |
| | MINISTER | |