REPUBLIC OF VANUATU LAND LEASES ACT CAP 163 LEASE

(Section 31 and 35)

CLASS: Commercial/Tourism

TITLE No. 12/0913/462

HANGATU FINAL.R. Form 4 COMMISSION UANUATU STAMP DUTY DATE : 05/06/2006

(PLEASE READ THE NOTES ON BACK PAGE BEFORE COMPLETING THIS FORM)

Bruce Kalotiti Kalotrip, Andy Riman II, Wano Kalmet, Noel Kaluatman and George Lawrence Nazer as Trustees on behalf of the Custom Land Owners.

LESSOR(S)

Pango Village

Description(s) And address(es) in Vanuatu

Full name(s)

South Efate

Full name(s)

LESSEE(S)

DEVELOPPEMENT SUR LA MER LIMITED C/- Moorse Rowland

PO.Box 257

Port Vila

Description(s) And address(es) In Vanuatu.

Delete this paragraph ij

Inapplicable

* Delete whichever asterisked phrase if inapplicable The Lessor(s) has/have received from the lessee(s)the sum of (amounting words and figures) (VT:00) for the grant of this lease.

The Lessor(s) lease(s) to the Lessee(s) the land-*comprised in the above mentioned title.

OR

* Shown edge green in the attached plan certified by the Director of Survey and signed by the persons signing this instrument* for the term of Seventy-five (75) years commencing on the5thday of2006

The lessee(s) shall pay to the lessor(s) the * yearly /* quarterly /*monthly rent of (amount in words and figures) Four hundred and seven one thousand four hundred and twenty vatu (VT: 471,420) reviewable in accordance with the provision of the Act and payable on the 30th of July each year in advance (date(s) rent is to be paid.

This lease is granted subject to the provision of the Land Leases Act and of any rule relating to leases made thereunder and to those agreements and conditions specified in the Schedule hereto.

* Delete as appropriate

The lessees hold this lease as * joint proprietors/* proprietors in common in the following undivided shares: -

Delete if lessee is a single person or corporation. If paragraph is not deleted, delete whichever asterisked phrase is inapplicable

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SCHEDULE

(The purpose and use for which the land is leased and the development conditions, if any in addition to those set out in any Rule under the Act, MUST be set out below).

- A. The purpose and use for which the land is leased is private rural residential dwellings.
- B. There are no development conditions in addition to those set out in any Rule under the Act.
- C. See Annexure A for further conditions.

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NOTES

- Alterations: Do not rub out or write over any words. If you have made a mistake draw one
 line through lit (so that it can still read) and write or type clearly above it the new words.
 Everyone who signs the instrument should also sign again at the side near to the alteration.
- 2. Signing: Both parties to the instruments must sign. If a party consists of more than one person and they cannot get a person authorized to complete the verification certificate at the same time or place it will be necessary for a separate verification certificate to be prepared, completed and attached to the instrument. In such cases the persons completing the separate certificates should also sign at the end of the instrument. Persons authorized to complete verification certificates in Vanuatu include Secretaries to Local Government Councils, Magistrates, Barristers, Solicitors, Notaries Public, Commissioners for Oaths and Mangers of banks. A full list is contained in the Act.
- 3. **Execution by corporations:** The form should be changed by crossing out words "Signed by" etc... and substituting the usual form of words recording the affixing of the corporation's seal.

 No verification certificate is required.

Approved this	day of ture	2006
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REGISTERED at	hours this	
day of	2006	
	REPUBLIQUE DE VANUATU	Director of Land Records
	Service de l'encontribunyant	

SCHEDULE

COMMERCIAL TOURISM LEASE

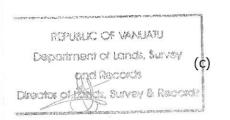
The Lessor agrees to let and the Lessee agrees to take all land show in the plan annexed hereto (the leased land) upon the following terms and conditions:-

Term Commencement

The term shall commence on the 5th June 2006.

Payment

- 1. The Lessee shall pay during the term of this Lease to the Lessor or into bank account nominated by the Lessor, and shall keep receipts for all such payments for inspection by the Minister responsible for lands if required at any time, a yearly rent, free of all deductions and to be paid in advance, equal to the amount indicated on the Lease and further the rent is re-viewable in accordance with the Lands Leases Act (CAP 163) (as amended) and the review may be initiated by the Lessor of the Lessee.
 - 1.1 In the event that any lot in the Strata Plan registered over the lease is used for resort or tourist accommodation the owner of the lot or the party using the lot with the owner's permission (the "Operator") for such purposes shall enter into an agreement with the Lessor to pay to the Lessor 2% of gross turnover which expression shall include and mean the total gross amount received or receivable by the Operator from the persons or their agents who are supplied with goods and services by the trade or business conducted by the Operator on the lot PROVIDED THAT any taxes payable by the Operator under any hotel, resort or bungalows and Licensed Premises Tax Act (CAP 141) shall not be included in the said gross amount.
 - (a) The said sum (hereinafter called the turnover rent) shall be paid monthly in arrears within thirty (30) days of the end of each calendar month.
 - (b) The Operator shall cause proper books of account to be kept with respect to:-
 - (i) All sums of the money received and expended by or on behalf of the trade or business and the matters in respect of which the receipt and expenditure takes place.
 - (ii) All sales and purchases of goods by or on behalf of the trade or business; and
 - (iii) The assets and liabilities of the trade or business. Proper books shall not be deemed to be kept pursuant to the preceding sub-clause if there are not kept such books of account as are necessary to give a true and fair view to the state of the affairs of the Operator's trade or business and to explain its transactions.
 - (d) An auditor appointed by the Operator and approved by the Lessor (which approval shall not unreasonably be withheld) shall audit the



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- (ii) A true and fair view is given by the year's total revenue account, or the total revenue and expenditure account, as the case of each financial year of the lease; and
- (iii) the correct sum due to the Lessor has been paid.

In the event this Clause 1.1 is not complied with the Operator shall not be entitled to conduct any revenue generating business on the leased land.

Agreements by the Lessee

- 2. The Lessee agrees with the Lessor as follows:-
 - 2.1 Not to permit or suffer any part of the leased land to be used for any purpose other than for the trade or business of a retail commercial operation including a shop, garage and ancillary storage and residential facilities and not to use or permit the use of the leased land for any noxious noisome or offensive art trade business or occupation or calling or in any such manner as to cause annoyance nuisance or inconvenience to occupiers or owners of adjacent premises or the neighbourhood.
 - 2.2 To develop the leased land in a responsible and workmanlike manner and in so doing to use its best endeavours not to destroy the natural environment, and in particular:
 - (i) To complete the construction of the villas development on the land no later than five years from the date of execution of this lease.
 - (ii) To submit plans of all waste disposal facilities to the appropriate Government Departments and to gain proof in writing that the plans comply with current treatment and disposal standards and that the construction of the facilities have been completed in accordance with the approved plans to the satisfaction of the said Department.
 - 2.3 To promptly pay the rents hereby reserved or any new rent substituted therefore in accordance with the provisions of this lease.
 - 7.4 To indemnify the Lessor against all rates and taxes payable by or charged upon the occupiers of the demised premises unless the same are payable by a Lessor by virtue of any law.
- 2.5 To repair or replace and keep and leave clean and in good repair all buildings together with all other constructions and fittings and to keep in good working order all sewage disposal system.

To insure against damage or destruction to the full value of all buildings and accessories, with any money received, in the event of such damage, going towards repair and/or replacement.

2.7 To allow the free and uninterrupted passage of water, electricity, telephone, drainage and other services and to allow entry for the repair of same.

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- 2.8 Not without the prior consent in writing of the Lessor (which consent shall not be unreasonably withheld) to assign, sublease, underlet, mortgagor part with possession of the demised land or any part thereof.
- 2.9 In the event of sub-leasing the demised land to covenant on the Lessee's part contained herein.
- 2.10 Save for the registration of a Strata Plan as approved by the Lessor, not to subdivide the demised land without the written consent of the Lessor, and in any event not without the approval of the Director of Surveys.
- 2.11 To use it's best endeavours to prevent squatters entering or residing on the demised land.
- 2.12 To keep the land clean of all refuse, noxious weeds, vermin and rubbish.
- 2.13 On expiration of the said term or other sooner determination of the lease peaceably and quietly to deliver up vacant possession of the demised land including all improvements thereon to the Lessor.
- 2.14 To take the risk of all operations undertaken in the demised land and to indemnify the Lessor against any action, claim, cost, damage or proceeding whatsoever caused arising either directly or indirectly from the Lessee's operation.
- 2.15 Not to commit or suffer any willful or voluntary waste, spoilage or destruction of the leased land or suffer to be done thereon anything which may be or become a nuisance or annoyance to the Lessors or to the owners or occupiers of adjoining land.

Custom Owner

- 3.1 The Lessor(s) hereby declare and confirm to the Lessee that they are duly the custom owners according to law and under the Constitution of Vanuatu are the custom owners entitled to create leasehold interest in the demised land and otherwise deal with the demised land.
- 3.2 The Lessors hereby declare, covenant and confirm to the Lessee and for the benefit of the Proprietor from time to time of each Lot in the Strata Plan and the Body Corporate that they will not exercise any of their rights as Custom Owners in respect of all or any part of the Leased Land except in accordance with this Lease.
- 3.3 The Lessee and persons authorised by them may use the reef and sea adjacent to the leased Land for the purpose of any development on the Leased Land:-
 - (a) With the prior written consent of the Lessor; and
 - (b) Notwithstanding the Lessor's exclusive rights and privileges over the reef and marine protected area adjacent to the Leased Land.
- 3.4 The Lessor agree with the Lessee as follows:-

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- (a) to permit the Lessee and the Proprietors from time to time of all Lots in the Strata Plan and the Body Corporate, on the rents hereby reserved being paid and the stipulations and provisions herein contained to be observed by the Lessee being performed, peaceably to hold and enjoy the Leased Land without any interruption by the Lessors or any person deriving title under or in trust for the Lessor;
- (b) to indemnify the Lessee and its successors in title from any claim that the money for the rent has not been properly paid out.
- 3.5 The Lessors must at the request of the Lessee execute any further developments and do anything necessary to enable this Lease to be registered under the Act.

Agreement by the Lessor

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- 4. The Lessor(s) agrees with the Lessee as follows:-
 - (a) To permit the Lessee on his paying the rents hereby reserved and performing the stipulations and provisions herein contained peaceably to hold and enjoy the demised land without any interruption by the Lessor or any person deriving title under or in trust for them.
 - (b) To indemnify the Lessee and his successors in title from any claim that the money for the premium or rent has not been properly paid out.
 - (c) To permit the Lessee to use sand, gravel, and rocks on the leased land for the purpose of the lease and to bring sand, gravel and rocks from other sources to improve the leased land PROVIDED THAT:-
 - (i) There shall be no destruction of or interference with any living or dead reefs or coral in the sea adjacent to the leased land.
 - (ii) There shall be no removal of sand from the beach or the sea-bed on or adjacent to the leased land.
 - (iii) Any improvement to the shores or beaches fronting the leased land shall be done in such a manner as to no interference with natural movement of sand or flow of sea water.
 - (d) To permit the Lessee to extract water from the leased land or from a source adjacent thereto for the purpose of proper exploitation of the leased land and all leater, sand, coral and stone so extracted from the leased land shall be reserved exclusively to the Lessee.

To permit the bringing and fitting on or over the leased land and the building and the time being thereon (in such a manner as the Lessee may deem necessary and expedient) facilities an apparatus used or incidental to any purpose connected with the used occupation and enjoyment of the demised premises by the Lessee.

(f) To permit the Lessee and its clients to use the reef and sea adjacent to the demised land for nautical entertainment and any marine farming like fish farming, troachus farming etc.

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(g) To permit the Lessee to clean and clear dead or terminate trees and furthermore to remove dead corals and rocks found on the leased land which disturbs or prevents the smooth circulation and/or execution of developments of the tourist complex PROVIDED THAT the aforementioned activity shall be carried out ins such manner as to protect against environmental degradation.

Re-entry provisions

5. If there shall be any breach of any of the conditions, agreements or obligations hereby imposed or implied or by any law imposed on the Lessee, the provision of the Land Leases Act [CAP 163] shall apply.

Registration of Lease

6. All costs and disbursements howsoever arising in respect to the stamp duty and registration of this lease at the Vanuatu Land Record Office shall be borne by the Lessee.

Determination if disputes

7. If any dispute or difference shall arise between the Lessor and the Lessee concerning any matter within this lease it shall be referred to the Lands Referee appoint under the Lands Referee Act [CAP 148].

Force Majeure

8. If at any time the lease land or any part thereof, the developments and/or existing buildings or any part thereof is destroyed or damage by any of the natural disasters, war or accident not attributable to the negligence of the Lessee, the provisions of the LAND LEASES ACT [CAP 163], Section 40(e) shall apply.

Sales of Lots

9. The Lessee undertakes to ensure that in respect to any sale of any lot within the Strata Plan, the Vendor shall account to and pay to the Lessor 5% of the sale price net of all government taxes and duties payable by such Vendor in respect to the sale price.

Governed by Vanuatu Laws

10. This lease shall at all times be governed by the Laws of the Republic of Vanuatu.

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Director of Lanes, Survey & Records

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All access to the beach for swimming, erecting the fishing trap, collecting fish and sand and coral will still remain unaffected. The current practice by the custom owners will continue to be observed, freedom of movement to and from the water via the beach will continue to form part of the enjoyment of rights and privileges of individual custom owners and their families.

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Restrictive Agreement

Pursuant to Section 68 of the Land Leases Act [CAP 163]

Covenants in respect of residential allotments

This deed is made the second day of June 2006

Parties

- 1. **Deloppement Sur La Mer Limited** (Owner)
- 2. The Proprietors Strata Plan No. 0005(Body Corporate)

Introduction

- A. The Owner is the registered proprietor of the land contained in each of Lots 1 to 32 both inclusive in Strata Plan No. 0005.
- B. The Lots comprises part of the Estate.
- C. The Owner acknowledges and agrees that it holds the Lots subject to the covenants contained in this Agreement.

Operative Clauses

1. Definitions and Interpretations

1.1 Definitions

Business Day means a day which is not a Saturday, Sunday or public holiday in Port Vila, Vanuatu;

Estate means the land in Strata Plan No.0005 being a residential development known as "Developpement Sur La Mer Limited Estate";

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Dwelling means a building used exclusively or predominately for residential purposes which is constructed in accordance with the requirements of this Agreement and the by-laws of the Estate. For the avoidance of doubt a building may still be a Dwelling even though it has an attached garage;

Lot means a lot in Strata Plan No. 0005;

Owner means Developpement Sur La Mer Limited personally;

Proprietor means the owner, for the time being, of a Lot.

1.2 Interpretations

In this Agreement, unless the context otherwise requires:

- (a) the introduction is correct;
- (b) headings do not affect interpretation;
- (c) singular includes plural and plural includes singular;
- (d) words of one gender include any gender;
- reference to legislation includes any amendment to it, any legislation substituted for it, and any subordinate legislation made under it;
- (f) reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;
- reference to a party includes that party's personal representatives, successors and permitted assigns;
- (h) reference to a thing (including a right) includes a part of that thing;
- reference to two or more persons means each of them individually and any two or more of they jointly;
- (j) if a party comprises two or more persons:
 - reference to a part means each of the persons individually and any two or more of them jointly;
 - (2) a promise by that party binds each of them individually and all of them jointly;

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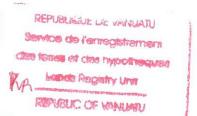
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- a right given to that party is given to each of them individually; (3)
- a representation, warranty or undertaking by that part is made by each of (4)them individually;
- a provision must not be construed against a party only because that party prepared it; (k)
- a provision must be read down to the extent necessary to be valid. If it cannot be (i) read down to that extent, it must be severed;
- (m) if a thing is to be done on a day which is not a Business Day, it must be done on the Business Day before that day;
- (n) another grammatical form of a defined expression has a corresponding meaning;

2. **Aims and Objectives**

- 2.1 The Owner acknowledges and agrees the objective of this Restrictive Agreement is to:
 - (a) facilitate development of luxury residential area;
 - (b) establish minimum standards of construction for all buildings in the Estate;
 - (c) facilitate development of the Estate in harmony with the physical nature of the environment;
 - (d) encourage visual amenity by generally requiring:
 - (1) site landscaping and maintenance of that landscape:
 - (2)quality building materials and forms;
 - (e) ensure that due consideration is given to privacy.

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Covenants

3.1 The Owner acknowledges and agrees that the following restrictive covenants shall apply to each Lot:

(a) General

- No structure other than a Dwelling may be erected or allowed to remain on any Lot;
- (2) Any Dwelling erected or allowed to remain on a Lot must not be greater than two stories in height measured from ground level;
- (3) No fence greater than 1.8m in height will be erected or allowed to remain or a Lot or ay boundary of a Lot and any fence erected or remaining shall be constructed of brick, timber, stone or such other product natural or artificial as is approved by:
 - (A) by the Owner during the period of two (2) years from the date of thisAgreement; and
 - (B) the Body Corporate thereafter;
- (4) No fencing is permitted to be constructed or allowed to remain on any part of a Lot which naturally forms part of the beach;
- (5) Air conditioners must be located below the eaves line.
- (6) Solar hot water heaters must be architecturally integrated with the Dwelling and located so that they are not easily visible from any street or thoroughfare.
- (7) Earthworks requiring excavation or fill exceeding 0.75m from the surface level of a Lot at the date of this Agreement must no be undertaken without prior written approval of:

(A) the Owner during the period of two (2) years from the date of this

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- (B) the Body Corporate thereafter.
- (8) Retaining walls must be erected in conjunction with the main Dwelling construction and prior to occupancy

3.2 Structures

- (a) Any building, whether the Dwelling, garage, carport or attached out-buildings, must contain or be constructed of any second hand materials, galvanized iron, flat fibro-cement, or similar materials, unless with prior written approval which takes into account the overall aesthetic effects thereof on the Estate:
 - of the Owner during the period of two (2) years from the sate of this
 Agreement;
 - (2) of the Body Corporate thereafter.

3.3 Vehicle parking

(a) At least one car parking space must be provided in for each Lot.

3.4 Maintenance

- (a) The Proprietor must keep and maintain all buildings constructed on and all landscaping and all lawns, trees, shrubs and gardens on the Lot in good order and condition and regularly cut and trim trees, undergrowth, native shrubs, bushes and grasses so that no part of the Lot becomes overgrown.
- (b) The Proprietor must maintain the general appearance of the grass from the Lot boundary to the kerbside in a neat, cut, trimmed and tidy Estate.

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3.5 Landscaping

- (a) The Proprietor must landscape and keep landscape the exposed land on any Lot in a manner and style fitting a prestigious development and Estate.
- (b) The Proprietor must not removed any tree from the Lot, other than those that obstruct or hinder the construction of a Dwelling approved under this Agreement without the prior written approval of:
 - the Owner during the period of two (2) years from the date of this Agreement;
 - (2) the Body Corporate thereafter.

3.6 General covenants

- (a) The Proprietor must not keep nor raise nor allow to remain nor breed any animal, livestock or poultry on the Lot except two Prescribed Animals. For the purpose of this
- clause, Prescribed Animals means domestic cats, dogs, birds and fish.

 The Proprietor must not bring onto nor allow to accumulate on the Lot any rubbish or garbage or spoil or other material of any unsightly nature and must not install an incinerator or other article for the disposal of or storage of garbage except for a domestic rubbish bin.
- (c) The Proprietor must not do nor allow anything or event on the Lot which prevents any neighbor having quiet enjoyment of its land and in particular must not between 9.00pm and 6.00am make any excessive noise which may interfere with the harmonious use and enjoyment of any part of the Estate.

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4. Consent required

- 4.1 For a period of two (2) years from the date of this Agreement the Purchaser must submit For approval of the Owner and thereafter if the Body Corporate any proposal to carry out Building of other works on the Lot, including but not limited to submitting:
 - (a) architectural plans;
 - (b) landscaping plans; and
 - (c) all other documents showing with sufficient details the proposed Dwelling to be constructed and its landscaping.
- 4.2 The Proprietor must not commence construction of any Dwelling on the Lot without the Prior written consent of the Owner (for a period of two (2) years from the date of the Agreement) or (thereafter) of the Body Corporate and must complete construction within 12 months after the date such approved construction commences.

5. Lots Benefited

5.1 Lots which enjoy the benefit of the restrictive terms of this Agreement are all the Lots and the Common Property in Strata Plan No. 0005.

6. Lots Burdened

6.1 Lots which are burden by the restrictive terms of this Agreement are all Lots in Strata Plan No.0005

7. Deed to Bind Successors in Title

7.1 This Agreement shall bind each Proprietor and its respective assigns and successors in title and every other person having any estate or interest in a Lot.

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8. Damages upon Breach

- 9.1 In addition to the rights of the Owner or the Body Corporate as the case my be, upon the breach of any of the provisions of this Agreement, the Proprietor and/or its successor in title must on demand pay to the Owner (in respect of a breach occurring with the first two (2) years after the date of this Agreement) and to the Body Corporate (in respect of a breach occurring thereafter) by way of liquidated damages and not by way of penalty the sum of up to VT:10,000,000 for each and every breach with a minimum of VT:1,000,000 each breach.
- 9.2 The Owner and the Body Corporate agree that the sums stated in clause 9.1 are a fair and genuine measure and pre-estimate of damages the Owner or the Body Corporate will suffer on breach of this Agreement by a Proprietor.

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Dated at	10 0 0	· 100 1	A X	28th An
	Bruce Kalotiti Kalotri	Andy Riman II	Wano Kalmet	Noel Kaluatman
Signed by the lessor(s)	George Lawrence	*		
In the presence of Signature of witness .	ABEL VALMET SKATI	UPE		
Name of witness	top	-0-Box 8101	Prot VIVA	
Address		-0.120% CIAL	1 Chan VICI	1. Aula a 1 mi
I certify that the above -na	nmedthe Lessors and the witness	5		
appeared before me at	Port Vila	this5 th		
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being identified to me by				
of* * or being personally knounderstand this instrumen	own to me and that * he /*she /* at.	they freely and volunt	ary signed and app	eared fully to
*Delete the Underlined Alternative Inapplicable		Steven Tahi (Regis Signature, name, d office or person co	lésignation and sea	ul/stamp of
Signed by the lessee(s) Rec. In the presence of Signature of witness	The Common S Limited is affi authorized dire	Seal of the Developp xed hereto in the prectors.	ement Sur La Mesence of its dufy	era, b
Name of witness Address	EQUITY HOLDING by its duly authoris Officer:	SS LIMITED SO sed by	UTHPAC NOMINEES its duly authorised ficer	1Mires
	named the Lessee and the witness	SS	The formal way of the	
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appeared before me at		.this	1 NET OBER	GELE DE VANUATU
day of		2006		te l'emegistrement et des hypotheques
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of* * or being personally k understand this instrum	nown to me and that * he /*she ent.	/*they freely and volu	intary signed and ap	ppeared fully to
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NOTES

- 1. <u>Alterations:</u> Do not rub or write over any words. If you have made a mistake draw one line through it (so that it can still be read) and write or type clearly above the new words. Everyone who signs the instrument should also sign again at the side near to the alteration.
- 2. Signing: Both parties to the instrument must sign. If a party consist of more than one person and they cannot get to a person authorised to complete the verification certificate at the same time or place it will be necessary for separate verification certificate to be prepared, complete and attached to this instrument. In such cases the persons completing the separate certificate should also sign at the end of the instrument. Persons authorised to complete verification certificates in Vanuatu include secretaries to Local Government Councils, Magistrates, Barristers, Solicitors, Notary Public, Commissioners for Oaths and Managers of Banks. A full list is contained in the Act.
- 3. Execution by corporations: The form should be changed by crossing out the words "Signed by "etc... and substituting the usual form of words recording the affixing of the corporation's seal. No verification certificate is required.

Approved this5 th day ofJune
Mark
NATURAL RESOURCES
-Minister responsible for Lands COF VANUATO
TERRES ET DES RESSOURCES NATURELLES
REGISTERED atPort Vilahour this5 th
day of

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