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2006 4th Meeting
C.P. () _____

Date 04/07/06
PM 905

CABINET DECISION

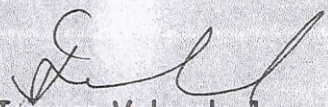
Extract from Minutes of Meeting held on
Tuesday 4th July, 2006 at 9.000am

262. Land Exchange Proposal
- MFA 53/6/2

CP(06)227

Cabinet agreed that:

- (i) the Director of Lands accepts a transfer of title from Matapo Limited of the area of freehold land washed yellow on the plan at Appendix IV to the Memorandum in anticipation of a land exchange with the Native Land washed red on the same plan;
- (ii) upon acquisition as State Land in accordance with (i) above, the land washed yellow at Appendix IV be exchanged with the Native Land washed red on the same plan;
- (iii) upon registration of the land exchange of Native Land and State Land, the Minister for Lands will issue a Crown Grant to Matapo Limited over the area of land washed red at Appendix IV to the Memorandum in exchange for the freehold title initially accepted by the Director of Lands and referred to at (i) above; and
- (iv) there be no cost to the Director of Lands for this exercise.


[Jowasa Volavola]
Secretary to the Cabinet

CP (06) 227
30th June, 2006

CABINET MEMORANDUM

LAND EXCHANGE PROPOSAL

(For Discussion)

(Memorandum by the Minister for Fijian Affairs, Lands and Provincial Development)

1.0 INTRODUCTION

- 1.1 This submission seeks Cabinet's approval for the Director of Lands to exchange a piece of freehold land for that of native land under the provisions of Section 6 of the Crown Lands Act (Cap 132). *exd.*

2.0 BACKGROUND

- 2.1 MATAPO LIMITED is the company currently developing an area of land in Momi, Nadroga which is generally referred to as the MOMI BAY DEVELOPMENT.
- 2.2 The development encompasses some 1,150 acres of land made up of freehold titles, Native Leases and State foreshore leases plus the reconstruction of 11.2 km of the old Queens Road, from its junction with the existing Suva Nadi Highway to the entrance to the Momi Bay Development.
- 2.3 The total development is the largest single tourism development ever undertaken in Fiji and has attracted some of the largest hotel chain operators in the world such as the Marriott International, the Ritz Carlton Hotel and Renaissance Hotel.
- 2.4 On completion, the development will make available to the tourism industry 1,050 hotel rooms, 212 residential villas and 700 residential lots for sale to entrepreneurs who wish to build homes to their own specified designs.

*Nadroga Land for State Lease
↓
Crown Land*

- 2.5 Apart from accommodation for the tourism industry, the development will also create attractions for visitors (tourists and locals) such as a Marine World / Aquarium, a shopping centre of an international standard, an 80 berth Marina with international facilities and a Golf Course with Club House designed and constructed to international standards.
- 2.6 Progress of the development is well underway and is highlighted in a *Development Presentation and Progress Report* attached as Appendix I.
- 2.7 The total cost of the project will be in the vicinity of \$379 million.

3.0 LAND TERRAIN DICTATES TYPE OF DEVELOPMENT

- 3.1 MATAPO LIMITED had acquired the Native Lease specifically for the construction of the Golf Course to the specifications of the intended Managers - the Marriot International Inc.
- 3.2 A copy of the Native Lease is attached as Appendix II.
- 3.3 Unfortunately, the location and the rugged terrain of parts of the Native Lease creates difficulties in the design of the Golf Course to the standard required by Marriot International Inc.
- 3.4 The freehold property adjacent however, when combined with sections of the existing Native Lease, is more suited for the envisaged design and development of the Golf Course.
- 3.5 In order to maintain total Native Land tenure over the golf course development, it was deemed necessary to purchase the adjacent freehold and negotiate an exchange of land so that the Native Lease would be more strategically located and the terrain more suited to the development of a Golf Course

4.0 AGREEMENT REACHED FOR LAND EXCHANGE

- 4.1 Due to the issues outlined under paragraph 2.0 above, MATAPO LIMITED negotiated a general land exchange proposal with the Native land owners being the Tokatoka Nasau.

- 4.2 The agreement is attached as Appendix III.
- 4.3 Basically the agreement reached is to exchange 68.7 ha of native land belonging to Tokatoka Nasau for an equal area of freehold land belonging to MATAPO LIMITED.
- 4.4 The exchange proposal is shown on the plan attached as Appendix IV.
- 4.5 The area washed yellow at Appendix IV is the existing freehold to eventually revert as Native land and the area washed red is the existing Native Land which is to eventually convert to freehold title.
- 4.6 Once an agreement for a land exchange was reached with the native Landowners, MATAPO LIMITED in October 2005, purchased the freehold titles referred to at paragraph 2.4 over which they already held an option to purchase. The purchases were registered on 26th October 2005 to Muairewa Resorts Limited – a subsidiary of MATAPO LIMITED. Copies of the relevant certificates of title are attached as Appendices V, VI and VII.
- 4.7 The agreement reached with the Tokatoka Nasau was approved in principal by the NLTB subject to negotiated agreements to a variation of the Native Lease to be issued over the exchanged land plus other benefits to the landowners.
- 4.8 The initial agreement reached with the Tokatoka Nasau was for exchange of 58.9 ha of land but due to changes in the design the Tokatoka have consented to increase the area of land exchange to 68.7 ha.
- 4.9 The final agreed variations to the lease and benefits for the landowners are attached as Appendix VIII.

5.0 PROCEDURE FORWARD FOR LAND EXCHANGE

5.1 There being no avenue for a direct exchange of the Native Land and private freehold the only avenue forward is Section 6 of the Crown Lands Act Cap. 132 which reads as follows:-

- 6 - *(1) Subject to the provisions of the constitution and of any written law, the Minister, after consultation with the Cabinet,*

2 | may, in the name of Her Majesty, and on her behalf, sell portions of Crown land and make and execute under the Public Seal of Fiji grants in fee simple thereof

(2) Every such grant shall be in duplicate in the prescribed form and, except as otherwise provided in section 9, shall be subject to the provisions of section 10 of the Land Transfer Act.

3 | (3) In addition to the power conferred by subsection (1), the Minister may, with the respective consent of the proprietary unit to which the native land belongs and of the Native Land Trust Board and after consultation with the Cabinet, wherever he considers such an action to be expedient, exchange portions of Crown land for portions of native land, in which case the Crown land the subject of the exchange shall be recorded in the name of the unit from which the Crown obtains title in the Register of Native Lands kept under the provisions of section 8 of the Native Lands Act.

(4) In addition to the powers conferred by subsections (1) and (3), the Minister may, with the consent of the owner of a private freehold land and after consultation with the Cabinet, wherever he considers such an action to be expedient, exchange portions of State land for portions of private freehold land, in which case the State land the subject of the exchange shall be recorded in the name of the owner of the private freehold land

5.2 Using Section 6 of the Crown Lands Act would involve the following steps:-

(a) First the conversion of the 68.7 ha of the freehold title owned by MATAPO LIMITED to State Land (area washed yellow at Appendix IV).

(b) An exchange of the Native Land (68.7ha) with the State Land acquired from MATAPO LIMITED. [In accordance with section 6 subsection (3)].

~~(c)~~ (c) The Minister for Lands issuing a Crown Grant to MATAPO LIMITED over the State Land acquired from Tokatoka Nasau (washed red at Appendix IV) in exchange for the 68.7 ha initially

acquired at step (a) above from MATAPO LIMITED. [In accordance with Section 6 Subsection (1) and subsection (4) respectively]

6.0 LAND EXCHANGE CRITICAL TO MOMI BAY DEVELOPMENT

- 6.1 The Golf Course Development is a critical component of any large scale tourism development and the native Land acquired for the Golf Course being unsuitable in its current locations it is expedient to both parties that a land exchange be arranged to cater for a Golf Course more suited to accepted international concepts.
- 6.2 The land exchange will in no way reduce the value of the Native Land but will certainly enhance its value as it will be more strategically situated for its better utilization.
- 6.3 The land exchange agreements reached between MATAPO LIMITED, the Native Land owners and NLTB gives the landowners a better return on their land than had it remained in its original situation.

7.0 PRECEDENTS SET

- 7.1 The most relevant precedent for such land exchange in order to enhance a tourism development is the Denarau Island Development in Nadi where there were land exchanges between State Land, Native Land and private freehold.

8.0 CONSULTATION

- 8.1 Because the proposed land exchange is being made possible under Section 6 of the Crown Lands Act there have been consultations with the Ministry of Lands and in particular with the Minister for Lands who has agreed to the proposal and procedures set out at paragraph 4.2 above; a copy of that approval is attached as Appendix IX.

9.0 RECOMMENDATION

9.1 Cabinet is invited to consider the foregoing and to agree that :-

- (a) the Director of Lands accepts a transfer of title from MATAPO LIMITED of the area of freehold land washed yellow on the plan at Appendix IV in anticipation of a land exchange with the Native Land washed red on the same plan;
- (b) upon acquisition as State Land in accordance with (a) above, the land washed yellow at Appendix IV be exchanged with the Native Land washed red on the same plan;
- (c) upon registration of the land exchange of Native Land and State Land the Minister for Lands will issue a Crown Grant to MATAPO LIMITED over the area of land washed red at Appendix IV in exchange for the freehold title initially accepted by the Director of Lands and referred to at (a) above; and
- (d) there will be no cost to the Director of Lands to this exercise.

[NTL]

File Ref : MFA 53/6/2

Ministry of Fijian Affairs, Lands and Provincial Development
61 Carnarvon Street
SUVA

27 June 2006

BETWEEN
TOKATOKA NASAU
AND
MATAPO LIMITED

LAND SWAP AGREEMENT

MUAROR & CO
Barristers and Solicitors
Commissioners of Oaths
Attorneys at Law

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LAND SWAP AGREEMENT

THIS LAND SWAP AGREEMENT is executed as of the 31st day of May 2005 ("Effective Date");

BETWEEN : TOKATOKA NASAU (NASAU) being a lawful Fijian land owning unit and the traditional owner of native lands referred to in this Agreement.

AND : MATAPO LIMITED ("MATAPO") a limited liability company duly incorporated under the Companies Act of Fiji with its registered office at PricewaterhouseCoopers, 8th Floor, Civic Tower, 262 Victoria Parade, Suva.

RECITALS

- A. NASAU is the registered native land owner of the land known as "Navatudamu" at Momi Bay, in the Island of Viti Levu, Fiji.
- B. NASAU has, pursuant to a Land Royalties Deed dated 19th of November 2003 (herein called "the said Deed") formally acknowledged the granting of a Ninety Nine (99) year lease over the native land known as Navatudamu to MATAPO:
- C. NASAU also acknowledged, in the said Deed, the benefits its people will directly receive from MATAPO which includes but not limited to, the construction of a Dormitory and related facilities at NASAU, engagement of services of NASAU villagers to provide catering services to the construction village, construction of NASAU Water Tank and Pipeline, Sewage Tank and Pipeline in addition to annual rental/lease payments to NLTB. A copy of the Deed is annexed and marked Schedule 5.
- D. MATAPO has acquired a lease of Navatudamu land through NLTB for a period of 99 years.
- E. MATAPO is the registered owner of Freehold land at the Momi Bay which has an area of approximately 59.1 hectares (146.04 acres) and described in Schedule 1 and also marked with double hatching lines running diagonally from right to left over a green background in Schedule 2.
- F. MATAPO desires and NASAU agrees to swap the Freehold land (owned by MATAPO) with Native land being part of Navatudamu land and traditionally owned by NASAU at the Momi Bay area subject to endorsement by NLTB and other relevant authorities (as required under law) having an area of approximately 59.1 hectares (146.04 acres) subject to final survey and shown on the plan forming Schedule 2 as partly coloured red and partly coloured green with single

"NASAU" shall have the meaning ascribed to it in the Preamble or shall mean any successor or permitted assign, as applicable.

"Native land" means the part native land known as "Navatudamu" at Momi Bay and is traditionally owned by Tokatoka NASAU over which a Ninety Nine (99) year Native lease has been granted to MATAPO which has an area of approximately 59.1 hectares (146.04 acres) [described in Schedule 1 and marked against a red or green background with single hatching lines running diagonally from right to left in Schedule 2].

"Native lease" means the Ninety Nine (99) years lease granted by NLTB over the Native land in favour of MATAPO.

"NLTB" shall mean the Native Land Trust Board as defined in the Native Lands Trust Act.

"Statutory Authority" means any Government of Fiji Authority or institution including but not limited to Ministry of Lands, Titles Registry, Town and country Planning etc.

2. INTERPRETATION

Unless otherwise stated or the context otherwise requires, this Agreement shall be construed as follows:

- a) headings are inserted for reference only and shall be ignored in construing this Agreement;
- b) words importing one gender include the other genders;
- c) words importing the singular include the plural and vice versa;
- d) references to "Clauses" and "Schedules" are references to clauses in and schedules to this Agreement;
- e) references to dates or times are references to dates or times in Fiji;
- f) references to a document are references to that document as restated, varied, amended or novated from time to time;
- g) references to a statute, regulation, order, bylaw or other legislation are references to the same as amended, consolidated, re-enacted, substituted or



existing Native lease (over the Native land) except in relation to the rental or revenue to be derived (refer paragraph 4 below).

- E. The parties to make appropriate adjustments to any differences in land area upon completion of proper survey of the Native land (such adjustments to be on mutual agreement and beneficial to the parties).

4. CONSIDERATION

The parties acknowledge that:

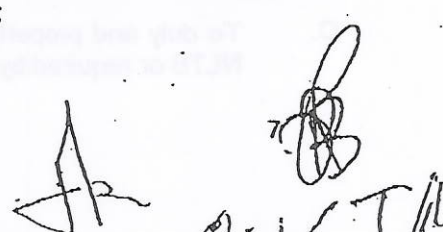
- A. Under the present terms and conditions of the Ninety Nine (99) year Native lease in favour of MATAPO, if there is no land swap, NASAU's revenue entitlement would be restricted to annual rental as summarised in Line D of Schedule 4 herein.
- B. In the present circumstances, whilst the revenue entitlement to NASAU (based on the rental is significant in comparison to other similar native lease land), it has limited potential.

MATAPO agrees and undertakes, in addition to every other benefit in favour of the people of NASAU as articulated in the said Deed (Schedule 5 herein), to consider the following:

- C. NASAU to be entitled to shares in the entity that owns the Golf Course (such shares to be issued and called for in the normal commercial manner).
- D. NASAU to be entitled to receive significant additional revenue (annually) as conservatively forecasted at this stage in Line E of Schedule 4 (bearing in mind that the Golf Course will be utilised by the Marriot and Ritz Carlton Hotels, the Marina (all on Crown land) including any residents on the Momi Bay area.
- E. NASAU to be entitled to buy, on terms to be agreed, equity shareholding in the Golf Course. See penultimate paragraph of letter of 9th July 2004 forming part of Schedule 4.

MATAPO agrees and undertakes as follows:

- F. On execution of this Agreement MATAPO will pay TOKATOKA NASAU TRUST the sum of FJ\$25,000.00 (Dollars Twenty Five Thousand Fijian Currency) as a goodwill payment.
- G. That MATAPO is committed to engage/ hire the services of the three tonne truck (Isuzu) owned by NASAU on the following basis:

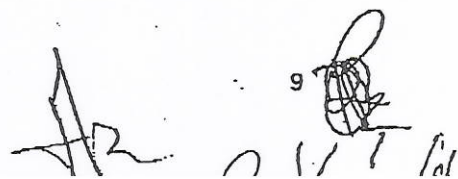


- i) The Native land is converted to freehold land and swapped with the Freehold land,
 - ii) The Freehold land is converted to native land and swapped directly with the Native land.
 - iii) The Acquired native land to be registered under the name of NASAU as traditional and/or legal owners.
 - iv) The Acquired freehold land to be registered under the name of MATAPO as legal owner.
- D. To ensure that there are no encumbrances and/or claims by any or members of NASAU on the Native Land and the Land Swap.
- E. To obtain or cause to be obtained all necessary consents for the Land Swap from its members, the NLTB and all necessary parties pursuant to section 5(1) and any other relevant provisions of the Native Land Trust Act.
- F. To grant or cause to be granted by NLTB, a Ninety Nine (99) year lease over the Acquired native land in favour of MATAPO (as per the Land Swap contemplated herein) upon the same terms and conditions of the existing Native lease except in relation to the annual rental amount payable.
- G. To request, enter or arrange with NLTB to make submissions to the Minister of Finance for an overall exemption of Stamp Duty in respect of the Land Swap process contemplated herein.
- H. To assist and cooperate with MATAPO to ensure completion of the Land Swap process as contemplated herein.

MATAPO agrees and undertakes as follows:

- I. To duly, properly and promptly enter into an agreement with NLTB to surrender all its legal ownership and interest (inclusive of all easements) to the Freehold land in favour of NASAU (as per the terms and conditions herein).
- J. To duly, properly and promptly execute a Surrender of Freehold Title or interest over the Freehold land and a registrable Memorandum of Transfer and all other necessary legal documents or instruments to cause or give legal effect to the proposed Land Swap.

9



A. MATAPO shall immediately after entry into this Agreement duly stamp a duplicate copy of this Agreement.

B. If any stamp duty exemption is available or granted to either party, each party shall at any time upon request complete and sign any stamp duty exemption form appropriate to the transaction.

9. INVALIDITY

If one or more of the provisions of this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be effected or impaired thereby.

10. ENTIRE AGREEMENT

The parties agree and acknowledge that the terms and conditions set out in this Agreement contain the entire agreement as concluded between the parties as at the date of this Agreement notwithstanding any negotiations, discussions held or statements made before the date of this Agreement.

11. NO COUNTERCLAIM

All payments under this Agreement shall be made without set-off or counterclaim and free and clear of, and without any deduction or withholding except to the extent that this Agreement otherwise provides.

12. AMENDMENT

This Agreement will not be varied or amended except in writing and signed by both parties to this Agreement.

13. COUNTERPARTS

This Agreement may be executed in two or more counterparts (being original or facsimile copies), each of which shall be deemed to be an original but all of which shall constitute one instrument.

14. NOTICES

A. Form and delivery:

All Notices shall be:

(i) in writing;

Handwritten signatures and initials are present at the bottom right of the page, including a large signature, the number '11', and the initials 'VT'.

MATAPO shall pay the costs of and incidental to the negotiation, preparation and execution of this Agreement.

16. CONFLICT OF LAWS:

A. Governing law:

This Agreement is governed by and must be construed in accordance with the law of Fiji.

B. Jurisdiction:

The parties to this Agreement irrevocably submit to the non-exclusive jurisdiction of the Courts of Fiji to hear and determine all disputes arising under or in connection with this Agreement.

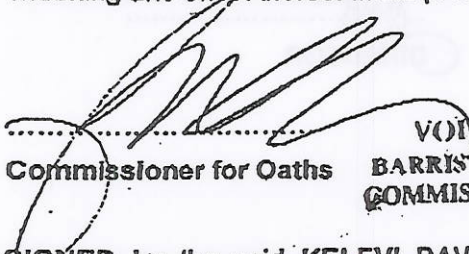
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

SIGNED by the said **VILIAME TIRITIRI** for **LIULIU NI TOKATOKA** after the contents whereof were read over and explained to him in the Fijian Language and he appeared to understand the meaning and effect thereof in the presence of:

LIULIU NI TOKATOKA



Viliame Tiritiri



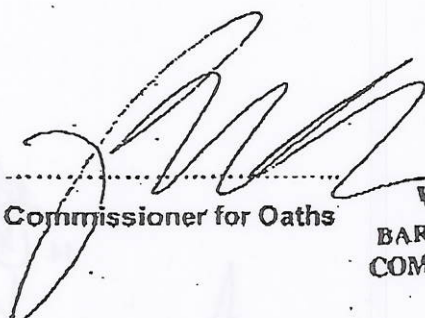
.....
Commissioner for Oaths **VOLAU PUAMAU**
BARRISTER & SOLICITOR
COMMISSIONER OF OATHS

SIGNED by the said **KELEVI RAVOUVOU** for **LEWENI TOKATOKA** after the contents whereof were read over and explained to him in the Fijian Language and he appeared to understand the meaning and effect thereof in the presence of:

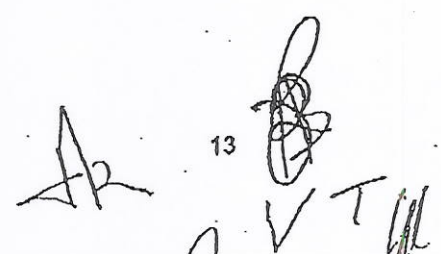
LEWENI TOKATOKA



Kelevi Ravouvou



.....
Commissioner for Oaths **VOLAU PUAMAU**
BARRISTER & SOLICITOR
COMMISSIONER OF OATHS

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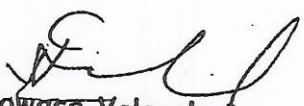
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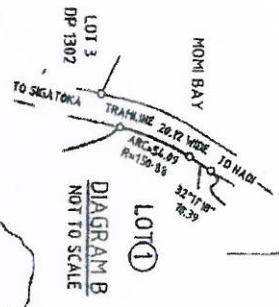
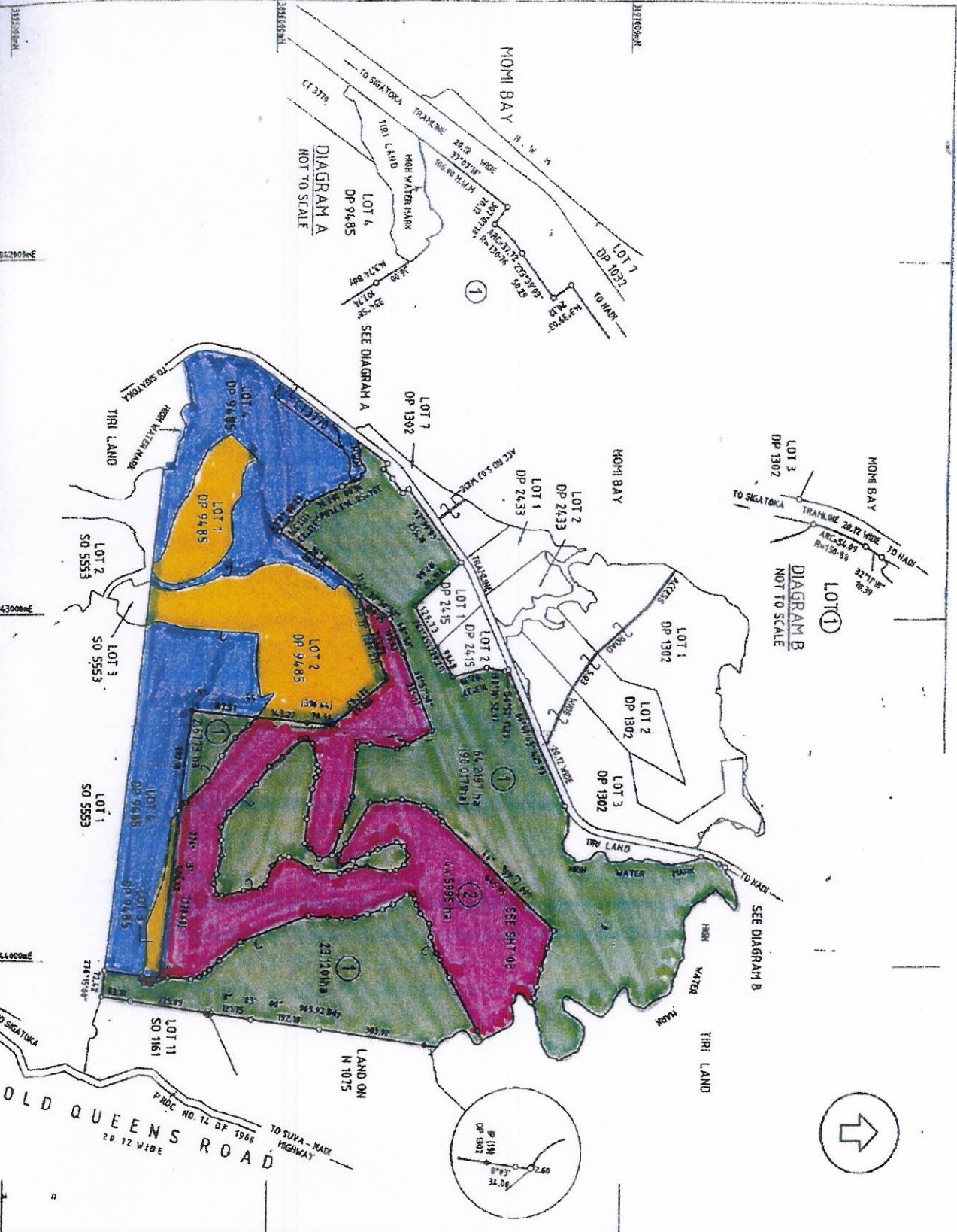
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- (iv) there be no cost to the Director of Lands for this exercise.


[Jowasa Volavola]
Secretary to the Cabinet

Datum Note: Bearings and Coordinates are in terms of FIDJ GEODETIC DATUM 1986
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PLAN OF CT 8727
Lots 1 & 2 Known as NASASUVANUA AND NATOKATOKA (PART OF) FORMERLY LOTS A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ



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4 50 100 200 300 400 500 METERS

OLD QUEENS ROAD
PROC NO. 12 OF 1966
TO SUVA - NAKA HIGHWAY

Approvals
 Lodged by: CONNELL MAONER AND QUANTZ GROUP OPPS
 COMPANY LIMITED
 Address: P.O. BOX 3375, DENOMBUA, SUVA, FIJI
 Registered Proprietor: MURRAY MAONER
 PHILIP DENNO
 SHARON DENNO
 Registered: 28/01/01

Notes and Purpose of Lots
 1. LOT 1 - SPECIAL USE HOTEL / RESORT
 2. LOT 7 - SPECIAL USE HOTEL / RESORT
 3. LOT 2 IS THE SUBJECT OF A LAND EXCHANGE FROM FREEHOLD TO NATIVE LAND
 4. LAND SURVEYED IS FREEHOLD LAND.

Registered as to Survey
 Calculated by: [Signature]
 Examined by: [Signature]
 Dated: 22/08/06
 Approved as to Survey: [Signature]
 Date: 22/08/06

DEPOSITED PLAN
 DP 9486
 SHEET 1 OF 1

CT 36803 Metaps Limited
 CT 36938
 CT 36939 Mwarimwarim Resort
 Area under
 Consent

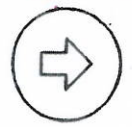
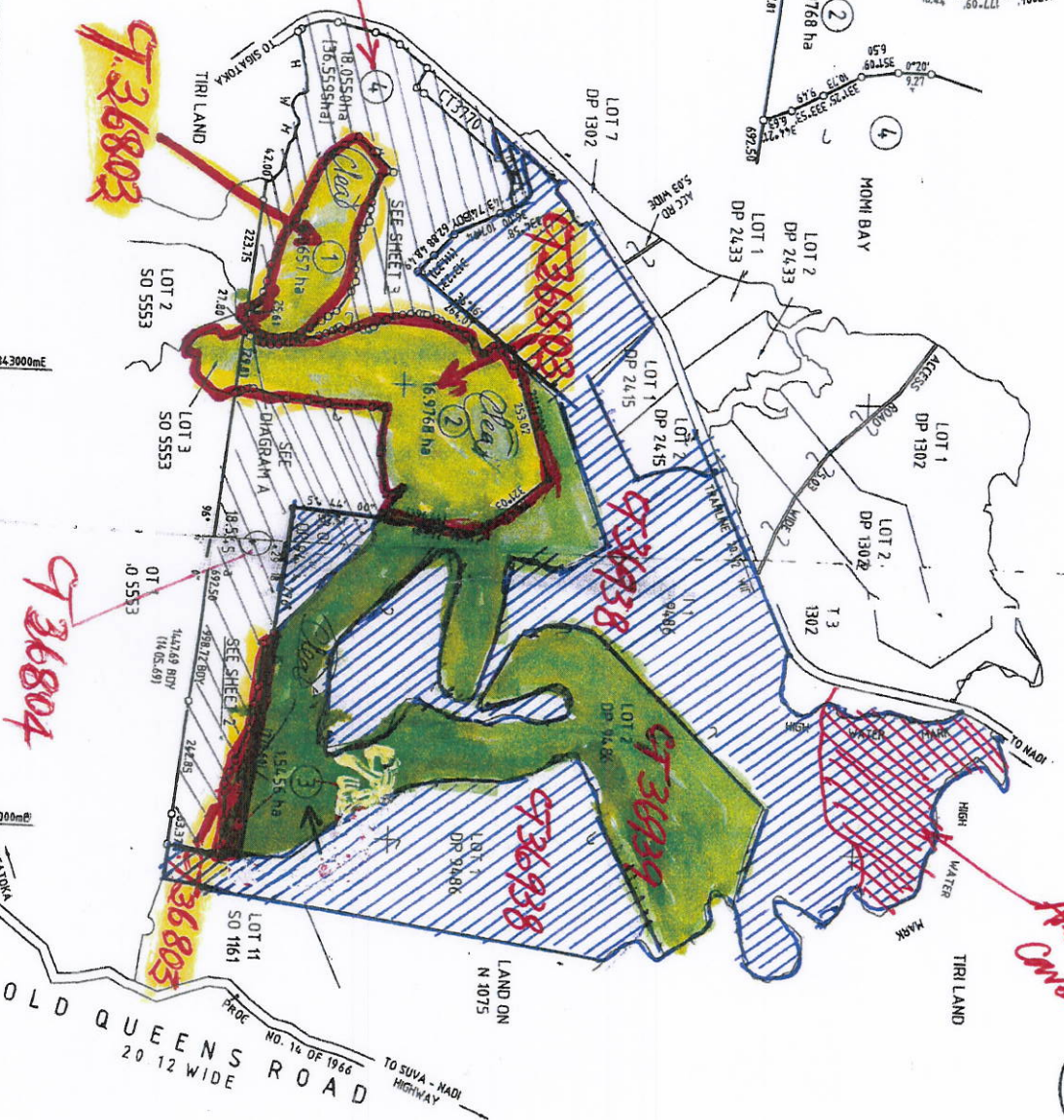
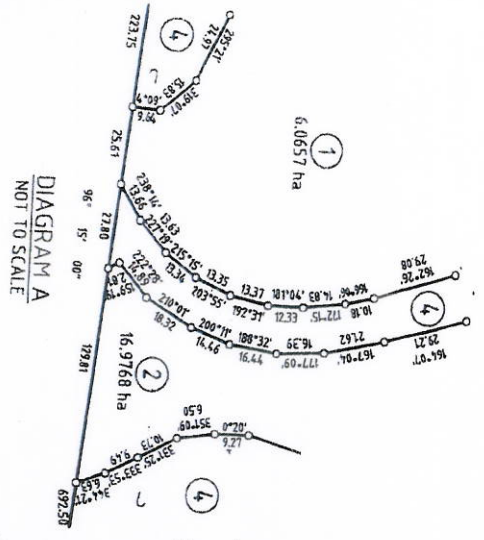


DIAGRAM A
NOT TO SCALE



Datum Note: Bearings and Coordinates are in Terms of FIJI GEODETIC DATUM 1986

False Origin: 200000m E, 1000000m N

Lots 1-4
Tikina of Malomalo

PLAN OF SUBDIVISION: CT 36729, 10127, 10128, 10134, 10139
KNOWN AS TAINIVAMUA AND NATOKATOKA

Part of the former LOT 1 DP 9443

Scale: 1:7500
0 50 100 200 300 400 500 METRES

Approvals
 Lodged by: CORNELL WARREN AND QUALITY OF
 CONSULTANTS LTD
 Address: P.O. BOX 13075 TAINIVAMUA-TAMAL RD.
 PH: 33097234

Registered Proprietor: MATI TONGA
 Signature: Philip Tonga
 Witness: Philip Tonga
 Registered: 20

Registrar of Titles
 Subdivision approved by the DIRECTOR OF TOWN & PLANNING
 Date: 22.08.06

Notes and Purpose of Lots
 1. LOTS 1-3 - SPECIAL USE HOTEL / RESORT 160.
 2. LOT 4 - SPECIAL USE HOTEL / RESORT
 3. LAND SURVEYED, FREEHOLD LAND
 4. LOTS 1-3 ARE THE SUBJECT OF LAND EXCH FREEHOLD TO NATIVE

We, YVANK GOONDI & RONALD CHIN (R.S.) do hereby certify that this survey and plan has been made from surveys existing and that both plan and survey are correct and have been made in accordance with the Surveyors Regulations.

Registered Surveyor
 Date: 22.08.06
 Date of Survey: 22.08.06

Calculation File: 254.106
 Examined by: [Signature]
 Checked by: [Signature]
 Approved as to Survey: [Signature]
 Date: 22.08.06

DEPOSITED PLAN
 DP 94.85