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UTI \$ 0.00
Date: 08/MAR/2024 Signed: [Signature]

the Department's website.

1. Grantor

Minister for Economic Development Queensland

Lodger (Name, address, E-mail & phone number)

Minister Ellison
Waterfront Place, 1 Eagle Street
BRISBANE
vada.chant@minterellison.com
07 311 6600 M6 VC 1421858

Lodger
Code

021A

2. Description of Easement/Lot on Plan

Servient Tenement (burdened land)

EASEMENT A ON SP338480
IN LOT 1 ON SP338480

Title Reference

To be created from
title 51166745

#Dominant Tenement (benefited land)

LOT 2 ON SP338480

To be created from
title 51166745

insert "Not applicable" if easement in gross

3. Interest being burdened

FEE SIMPLE

#4. Interest being benefited

FEE SIMPLE

insert "Not applicable" if easement in gross

5. Grantee

Given names

Surname/Company name and number

(include tenancy if more than one)

Minister for Economic Development
Queensland

6. Consideration

\$1.00

7. Purpose of easement

PEDESTRIAN AND VEHICLE ACCESS

8. Grant/Execution

The Grantor for the above consideration grants to the Grantee the easement over the servient tenement for the purpose stated in item 7 and the Grantor and Grantee covenant with each other in terms of the attached schedule.

*delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Executed by Minister for Economic Development Queensland
by its authorised delegate

[Signature]
KALON CRAIG HARDING
C.DEC 86442

Signature

full name

qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land
Title Act 1994 eg Legal Practitioner, JP, C Dec)

[Signature]
KALON CRAIG HARDING
C.DEC 86442

signature

full name

qualification

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land
Title Act 1994 eg Legal Practitioner, JP, C Dec)

[Signature]
LEISL HARRIS

Signature

25/01/24

Execution Date

Executive Director, Urban Development
Economic Development Queensland

Name / position
Grantor's Signature

Executed by Minister for Economic Development Queensland
by its authorised delegate

[Signature]
LEISL HARRIS

Signature

25/01/24

Execution Date

Executive Director, Urban Development
Economic Development Queensland

Name / position
Grantee's Signature

Title Reference *C to issue from s1166745)*

1 Definitions and interpretation

1.1 Definitions

Unless the context otherwise requires in this Easement:

Term	Meaning
Agents	the tenants, servants, agents, contractors, sub-contractors, invitees and licensees of a party from time to time.
Approvals	means any approval, permit, licence, consent, certificate, authority, registration, condition, management plan, notice or other permission (however described) that is required to be obtained from an Authority or under a law.
Authority	means any government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, board, council, statutory authority or public official exercising a Commonwealth, State or municipal or local government statutory or regulatory function or any organisation having jurisdiction over the Burdened Land and Servient Tenement or with respect to works on that land.
Building	any building constructed on the Dominant Tenement from time to time.
Burdened Land	the land that contains the Servient Tenement.
Business Day	a day on which banks are generally open for business in Brisbane, excluding Saturdays, Sundays and public holidays in Brisbane.
Claim	means any action, cause of action, debt due, cost, expense, claim, demand, damage, decision, determination, inquiry, judgment, order, suit or verdict, loss, either at Law or in equity or in tort or arising under any statute, regulation or other instrument, or arising under any award, certified agreement, enterprise agreement or other instrument made or approved under any law, whether present or future, actual or contingent and howsoever arising or described.
Consequential Loss	means: <ul style="list-style-type: none">(a) loss arising from special circumstances;(b) special or indirect loss or damage;(c) loss of profit or the opportunity to earn profit; or

Title Reference

C+0 issue from S1166745)

Term	Meaning
	(d) loss of use, business opportunity or revenue.
Cost	means all expenses, losses, charges and payments, including any professional consultant and legal fees (on a 'solicitor and own client' basis).
Design Documentation	means the design drawings, specifications, reports, material and information that sets out the design and specifications with respect to the Works.
Dominant Tenement	the land referred to as the Dominant Tenement in Item 2 and includes any lots created or subdivided from that land.
Easement	the grant of this Easement.
Good Construction Practice	means with respect to the design and delivery of the Works: (a) ensuring the Works are designed and delivered: (1) so that they are fit for purpose; and (2) in compliance with all relevant laws, including the conditions of any Approvals for the Works; (b) carrying out the Works in a proper and workmanlike manner using new materials and qualified workmen; (c) exercising the degree of care, skill, diligence, prudence and foresight that would reasonably and ordinarily be expected to be exercised by a skilled and experienced person, engaged in the same type of undertaking, under the same or similar circumstances and conditions; and (d) complying with Australian Standards and nationally accepted construction and management procedures.
Grantee	the party named in Item 5 and includes that party's executors, administrators, successors and assignees.
Grantor	the party named in Item 1 and includes that party's executors, administrators, successors and assignees.
GST Law	has the meaning given by section 195-1 of the <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
Item	any of those items numbered 1 to 8 in the Form 9 easement.

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Term	Meaning
Liability	includes all liabilities, damages, compensation and Costs, however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort (including negligence), statute or otherwise and including those arising under any Claim.
Original Owner	Minister for Economic Development Queensland
Permitted Use	the use and enjoyment of the Servient Tenement (with or without vehicles) by the Grantee and the Grantee's Agents for the following purposes: (a) access to and from the Dominant Tenement; and (b) access for carrying out repairs or maintenance of a Building in accordance with clause 4.
Reciprocal Access Easement	The easement granted by the Grantee in favour of the Grantor on substantially the same terms as this Easement for the purpose of allowing access to part of the Dominant Tenement for the Permitted Use.
Roadway	the Servient Tenement and the servient tenement in the Reciprocal Access Easement
Services Infrastructure	any pipes, cables, wires, conduit, plant, equipment or other means of conveyance for the purpose of supplying services (for example water, sewage, electricity, gas, telephone, communications computer data or network and other services).
Servient Tenement	the land referred to as the Servient Tenement in Item 2.
Works	means those works required to construct a sealed road on the Roadway in accordance with clause 4, that is of a similar standard to other roads in the area of the Burdened Land.

1.2 Interpretation

- (a) Words denoting the singular number only include the plural number and vice versa.
- (b) The masculine includes the feminine and vice versa.
- (c) Words denoting individuals also include corporations.
- (d) The expression dollars or "\$" means Australian dollars.
- (e) Headings are included for convenience only and do not affect the construction of this Easement.
- (f) If one or more persons are a party to this Easement, the rights, liabilities and obligations of those persons will be joint and several.

Title Reference *Cto issue from S1166745*

- (g) Specifying anything in this Easement after the words 'include' or 'for example' or similar expressions does not limit what else is included.

2 Grant

- (a) Subject to the provisions of this Easement, the Grantor grants the Grantee the right to use the Servient Tenement for the Permitted Use but not for any other purpose.
- (b) The Grantee and the Grantee's Agents exercise their rights under this Easement in common with the Grantor, the Grantor's Agents and all other persons from time to time lawfully using the Servient Tenement.

3 Conditions of grant of Easement

3.1 Grantee's obligations

In using the Roadway the Grantee and Grantor must:

- (a) comply with the laws relevant to the use of the Roadway;
- (b) not do or permit anything to be done in or upon the Roadway which may cause any nuisance;
- (c) not allow the Roadway to be blocked other than in accordance with the terms of this Easement;
- (d) not allow any rubbish or other matters to accumulate on the Roadway, except for placement of rubbish in bins allocated for that purpose and in locations agreed by the parties (acting reasonably);
- (e) not obstruct access to or interfere with the provision of services to the Burdened Land (except as reasonably required to use the Roadway for the Permitted Use);
- (f) not damage the Roadway, Services Infrastructure or other property on the Servient Tenement (other than fair wear and tear);
- (g) take all due care to prevent damage to the Roadway or other property on or adjacent to the Roadway; and
- (h) make good any damage they cause to the Roadway or other property on or adjacent to the Roadway (other than fair wear and tear).

3.2 Terms of access

The Grantee may exercise its rights of access:

- (a) with any type of vehicle, provided the vehicle is not of the size or weight likely to damage the Roadway;
- (b) without the need for prior notice; and
- (c) at all times of the day or night.

3.3 Reservations

The Grantor expressly reserves the right to:

- (a) install and maintain Services Infrastructure in the Servient Tenement;
- (b) use the Servient Tenement for any lawful purpose; and
- (c) grant an easement or other right over the Servient Tenement,

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unless this would materially adversely affect the use of the Roadway for the purposes permitted under this Easement.

3.4 Temporary closure

- (a) The Grantor may, with the Grantee's prior written consent (not to be unreasonably withheld), temporarily close all or part of the Roadway or modify access over the Roadway (**Closure**), when reasonably required:
 - (1) to secure the Roadway; or
 - (2) for safety or any repair and maintenance works.
- (b) Except in an emergency, the Grantor must give the Grantee at least 10 Business Days written notice of the proposed Closure. The notice must include:
 - (1) a description of any works to be done;
 - (2) the expected length of time for the Closure; and
 - (3) the times of the day any works will be done.
- (c) The Grantor must:
 - (1) consider any reasonable comments of the Grantee as to minimising the interruption to the Grantee's use of the Roadway caused by the Closure; and
 - (2) use its reasonable endeavours to ensure interruption to the Grantee's use of the Roadway caused by the Closure is minimised to the extent reasonably possible.
- (d) In an emergency, the Grantor must use its best endeavours to give notice of the Closure as soon as practicable after the emergency arises.

4 Construction of Road

4.1 Acknowledgement

The Grantor and Grantee acknowledge and agree that:

- (a) the Works may not have been undertaken at the date of this Easement; and
- (b) if the Works have not been undertaken, then the Grantee may undertake the Works in accordance with this clause 4.

4.2 Cost of works

If the Grantee proposes to undertake the Works, then except as otherwise agreed by the Grantor and Grantee in writing, the Grantee undertakes the Works at its own Cost and risk.

4.3 Request for Consent

- (a) If the Grantee proposes to undertake the Works, then it must submit to the Grantor:
 - (1) a copy of the Design Documentation for the Works;
 - (2) details of the proposed works contractor to undertake the Works; and
 - (3) written notice that a response by the Grantor is required under this clause 4 within the period required by clause 4.3(b).
- (b) On or before the day that is 15 Business Days after the Grantor receives the documents under clause 4.3(a), the Grantor must notify the Grantee that either:
 - (1) the Grantor has no objection to the Grantee procuring the Works; or

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- (2) the Grantor has an objection, in which case the Grantor must give reasons for that view.
- (c) The Grantor must act reasonably in giving a notice under clause 4.3(b)(2).
- (d) The Grantee must:
 - (1) respond promptly, reasonably and honestly to any reasonable questions of the Grantor regarding the documents provided under clause 4.3(a);
 - (2) if requested by the Grantor, meet with the Grantor to discuss the Works; and
 - (3) take into account any reasonable comments of the Grantor with respect to the documents provided under clause 4.3(a).
- (e) If the Grantor gives a notice under clause 4.3(b)(2) and the Grantee does not agree with that notice, then the Grantee may refer the matter to dispute resolution under clause 11.
- (f) If the Grantor does not give a notice in the period required by clause 4.3(b), then the Grantor is taken to have given a notice under clause 4.3(b)(1).

4.4 Carrying out the Works

If the Grantor gives, or is taken to have given, a notice under clause 4.3(b)(1), then the Grantee must:

- (a) procure all Approvals required for the Works;
- (b) ensure the contractor engaged to undertake the Works holds broad form liability insurance for at least \$20 million, covering both public and products liability, in respect of loss, destruction or damage to real or personal property (including resultant loss of use), and death of or injury to persons, arising out of or in any way connected with the carrying out of the Works;
- (c) promptly commence and diligently progress the Works;
- (d) ensure the Works are undertaken:
 - (1) in accordance with:
 - (A) the Design Documentation provided to the Grantor; and
 - (B) Good Construction Practice; and
 - (2) in a manner that, to the extent reasonably possible in a construction environment, minimises the disruption and nuisance to the Grantor and surrounding land; and
- (e) promptly notify the Grantor in writing once the Works are complete.

4.5 No reliance on reviews

- (a) Any approval, review, consent or notice of no objection (however described) by the Grantor with respect to this clause 4, will not constitute any agreement or representation by the Grantor as to the adequacy of the document.
- (b) The Grantee releases the Grantor from all Claims and from all Liability that might otherwise be implied in connection with or arising out of the Grantor's receipt, review, consent, rejection, approval of or notice in connection with this clause 4 or any information, data or material provided by the Grantor to the Grantee.

4.6 Protection of people and property

The Grantee must, or must ensure its contractor, provides all things and takes all measures necessary to protect people and property during the construction of the Works.

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5 Rules relating to use of Roadway

- (a) The Grantor or Grantee may, with the prior written consent of the other party (not to be unreasonably withheld), install traffic signs and make rules for the use of the Roadway.
- (b) Without limiting clause 5(a) the following rules apply to the use of the Roadway:
 - (1) vehicles may only be driven by a licensed driver and only if the vehicle may be lawfully driven on a public road;
 - (2) all drivers must comply with any traffic signs located on or about the Roadway;
 - (3) unless otherwise signed, the maximum speed limit is 15 kmph; and
 - (4) vehicles must not be parked on the Roadway (except as permitted under this clause 5).
- (c) The parties acknowledge and agree that the Roadway is used jointly by the parties and third parties for access and the parties will work cooperatively and use their reasonable endeavors to ensure users of the Roadway:
 - (1) comply with any signage or access restrictions applying to the Roadway;
 - (2) who damage (excluding fair wear and tear) the Roadway, or other property on or about the Roadway, pay the costs of repair of that damage; and
 - (3) do not cause a party to breach its obligations under this Easement.

6 Interruption to use of the Roadway

6.1 Notice of Works

- (a) If the Grantee requires the use the Roadway for the purpose of repair, maintenance, or development of the Dominant Tenement (**Dominant Tenement Works**), including placement of scaffolding (**Easement Interruption**), then the Grantee must obtain the Grantor's prior written consent to the Easement Interruption (not to be unreasonably withheld or delayed).
- (b) The Grantee must provide the Grantor reasonable prior notice of the Easement Interruption, including:
 - (1) details of the scope of works to be carried out;
 - (2) details of how the Dominant Tenement Works will impact the use of the Roadway including details of any plant or equipment that may be placed on the Roadway; and
 - (3) the estimated period of impact to the use of the Roadway, including the anticipated start date and end date of the Dominant Tenement Works.

6.2 Acknowledgement

The parties acknowledge and agree that:

- (a) an Easement Interruption may require the temporary suspension of the Grantor's use or access to the Roadway;
- (b) the Grantee must use its reasonable endeavours to ensure the Grantor has reasonable continuity of use of the Roadway during an Easement Interruption (eg by providing controlled traffic flow or periods of access while the Dominant Tenement Works are being conducted); and
- (c) the Grantee must notify the Grantor of a contact person with supervision of the Dominant Tenement Works with respect to the Easement Interruption.

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6.3 Management plan

If required by the Grantor (acting reasonably) with respect to an Easement Interruption, the Grantee must:

- (a) prepare a management plan with respect to a proposed Easement Interruption, that sets out how access to the Roadway will be managed and Dominant Tenement Works carried out by the Grantee (**Management Plan**);
- (b) obtain the Grantor's approval of the Management Plan (not to be unreasonably withheld or delayed); and
- (c) ensure the Dominant Tenement Works with respect to the Easement Interruption are carried out in accordance with the Management Plan approved by the Grantor.

7 Maintenance and repair

7.1 Parties to maintain

The Grantor and Grantee must work together cooperatively to keep and maintain the Roadway in good repair, order and condition and fit for the purpose for which it may be used by the Grantor and Grantee under this Easement and the Reciprocal Access Easement.

7.2 Notice of proposed works

- (a) Except in an emergency, if the Grantor or Grantee considers that repair or maintenance works are required to the Roadway (**Repair Works**), then:
 - (1) the party may notify the other party of the proposed Repair Works;
 - (2) the Grantor and Grantee must work cooperatively to identify a contractor acceptable to the parties (acting reasonably) to undertake the Repair Works.
- (b) If the Grantor and Grantee cannot agree on a contractor or terms (including price) for the Repair Works, then either party may refer the matter to dispute resolution under clause 11.
- (c) In an emergency, the Grantor or Grantee may (acting reasonably) procure works to be undertaken to the Roadway to the extent required to address the emergency (**Emergency Works**).

7.3 Contribution to costs

- (a) Subject to clause 8, the Grantor and Grantee must contribute equally to:
 - (1) the Cost of any Repair Works agreed by the parties or determined by dispute resolution; and
 - (2) the Cost reasonably incurred of any Emergency Works.
- (b) If the Grantor or Grantee is liable to reimburse the other for the cost of any Repair Works or Emergency Works, then:
 - (1) the party that incurred those costs must provide the other party reasonable evidence of the costs incurred and a tax invoice with respect to the reimbursement required; and
 - (2) except as otherwise agreed by the Grantor and Grantee in writing, the reimbursement must be paid within 10 Business Days of the later of completion of the works (or relevant part the reimbursement relates to) and receipt of the tax invoice for those works.

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8 Original Owner not liable

Except as otherwise agreed by the Original Owner in writing, the Original Owner is not required to contribute to (and is released from all Liability with respect to) the Cost of any works undertaken with respect to the Roadway, including the Cost of Works, Dominant Tenement Works, Repair Works and Emergency Works.

9 Risk and release

- (a) The exercise of the Grantee's rights under this Easement and the use of the Roadway by the Grantee and the Grantee's Agents are at the risk of the Grantee.
- (b) The Grantee releases the Grantor from Claims and Liability with respect to:
 - (1) loss or damage to any vehicles, equipment and material brought onto the Roadway; and
 - (2) the death of or injury to any person while exercising any rights under this Easement, except to the extent that the death, injury, loss or damage is caused or contributed to by the negligent or wrongful act or omission of the Grantor.
- (c) Neither the Grantor nor the Grantee will be Liable to the other party for (and each party releases the other from all Claims with respect to) for Consequential Loss, whether arising out of or in connection with this Easement, under statute, in tort (including negligence or otherwise) or any other basis in law or equity.

10 Benefit and burden

- (a) Unless the context requires otherwise, the burden and benefit of this Easement will bind each parties' personal representative, successors and assignees.
- (b) If a party transfers or otherwise disposes of its interest in the Servient Tenement or the Dominant Tenement, that party will be released from the obligations imposed upon it under this Easement apart from obligations arising prior to the transfer of the interest in the Servient Tenement or the Dominant Tenement.
- (c) The Grantor acknowledges that:
 - (1) the benefit of this Easement is intended to extend to any lot that is created from the reconfiguration or subdivision of the Dominant Tenement at any time;
 - (2) the intensity of the use of the Servient Tenement by the Grantee and the Grantee's Agents may increase over time as and when the Dominant Tenement is reconfigured or subdivided or further development is carried out on the Dominant Tenement; and
 - (3) the Grantor will have no objection to the intensity of the use of the Servient Tenement by the Grantee and the Grantee's Agents increasing after the date of this Easement.

11 Dispute resolution

- (a) If there is a dispute arising in connection with this Easement either the Grantor or the Grantee may refer the matter for resolution.
- (b) If the parties do not resolve the dispute which must be reduced to writing and notified by either party to the other within 10 Business Days, then either party may give notice and particulars of the dispute to the other and may require that the dispute be resolved by an independent consultant acceptable to both parties.

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- (c) If the parties do not agree on an independent consultant within 10 Business Days after the date of such notice of dispute, either party may request the President of the Queensland Law Society to nominate an appropriate person to determine the dispute.
- (d) The independent consultant who has been agreed upon or appointed will act as an expert and not as an arbitrator and his decision will be final and binding upon the parties (except for manifest error and provided that his decision is not one regarding a matter of law).
- (e) Subject to clause 11(h), neither party will be entitled to commence or maintain any action relating to a disputed matter until it has been referred and determined as provided in this clause 11.
- (f) Each party must bear its own costs of the dispute resolution process and share equally the costs of the independent consultant and the dispute resolution process.
- (g) Notwithstanding the existence of any dispute, each party must continue to comply with the terms of this Easement.
- (h) Nothing in this clause 11, prevents any party from instituting proceedings for declaratory or injunctive relief at any time, if the circumstances of genuine urgency make it necessary or appropriate to do so.

12 GST

- (a) Terms used in this clause 12 have the same meaning given to them in the GST Law.
- (b) All consideration specified in this Easement is expressed exclusive of GST.
- (c) If GST is levied or imposed on or in respect of any supply made under or in accordance with this Easement, then GST is payable by the recipient of the supply at the rate levied or imposed by the GST Law in addition to the consideration payable under this Easement.
- (d) The recipient must pay to the supplier any GST amount that the recipient is required to pay under this Easement at the same time that the recipient pays the consideration to which the GST relates.
- (e) As a precondition to the payment of GST by the recipient, the supplier must issue to the recipient a tax invoice in respect of the supply.
- (f) If either party refunds to the other party any amount under this Easement, the party making the refund must also issue to the other party an adjustment note in respect of the refund.
- (g) Any amount to be reimbursed by a party under this Easement must not exceed the GST inclusive price paid by the party seeking the reimbursement.

13 General

13.1 Costs

- (a) Each party must bear its own costs arising out of the negotiation, preparation and execution of this Easement.
- (b) The costs and outlays of and incidental to:
 - (1) any plan of survey;
 - (2) any approval required from any Authority; and
 - (3) registration fees,required in connection with this Easement will be borne and paid by the Grantee.

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13.2 Stamp Duty

Any duty or stamp duty (including fines, penalties and interest) payable on this Easement must be borne by the Grantee.

13.3 No waiver

- (a) No term, covenant, condition or restriction in this Easement may be waived by a party either in whole or in part unless the waiver is in writing and signed on behalf of the party.
- (b) Any waiver will not affect or prejudice the rights or remedies of the parties in respect of any future or other breach and (unless expressly so stated) will not amount to a general waiver of any provision of this Easement.

13.4 Registration

To enable efficient registration of this Easement, each party must do whatever is necessary and sign all appropriate documents to achieve registration.

13.5 Severability

If it is held by any court of competent jurisdiction that:

- (a) any part of this Easement is void, voidable, illegal or otherwise unenforceable; or
- (b) this Easement would be void, voidable, illegal or otherwise unenforceable unless any part of this Easement is severed from it,

then that part will be severed from the Easement for continued operation of the rest of this Easement, provided doing so does not materially alter the nature and effect of this Easement.

13.6 Notices

- (a) Any notice or other communication to be given or served by or on behalf of a party pursuant to this Easement may be signed on behalf of the party by any authorised officer of the party (or any person acting in such office or capacity) or that party's solicitors.
- (b) Any notice required to be given to a party under this Easement may be sent to them by post in a letter addressed to that party's registered office or the last known address of the recipient.
- (c) Unless delivered personally, a notice will be deemed to be delivered 3 Business Days after it was posted.
- (d) If the Dominant Tenement or the Burdened Land is subdivided by way of a survey plan which establishes a community titles scheme, notice given to the body corporate so formed will be sufficient notice to the owner or owners of the land which has been so subdivided.

13.7 Governing Law

The Easement is governed by the laws of Queensland. Each party submits to the jurisdiction of courts exercising jurisdiction there, and waives any right to claim that those courts are an inconvenient forum.

13.8 Variation

A variation of this Easement will only take effect if it is in writing and is executed by both parties.

13.9 No fetter

Nothing in this Easement will fetter the exercise by the Original Owner or any other relevant Authority, of any discretion under any Act regarding any resumption, planning or other regulatory, legislative or executive power.

Title Reference *C to issue from S1166 745)*

14 Limitation of liability

14.1 Entry into this Easement

If a party is identified as entering into this Easement as a trustee of a trust (**Trustee**), then the party enters into this Easement only in its capacity as trustee of that trust (**Trust**) and in no other capacity.

14.2 Limitation of liability

A liability arising under or in connection with this Easement is limited to and can be enforced against a Trustee only to the extent to which it can be satisfied out of property of the Trust out of which the Trustee is actually indemnified for the liability. This limitation of a Trustee's liability applies despite any other provision of this Easement and extends to all liabilities and obligations of a Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Easement.

14.3 No right of action against Trustee

A party to this Easement may not sue a Trustee in any capacity other than as trustee of the relevant Trust, including seeking the appointment of a receiver (except in relation to property of the relevant Trust), a liquidator, an administrator or any similar person to a Trustee or prove in any liquidation, administration or arrangement of or affecting a Trustee (except in relation to property of the relevant Trust).

14.4 Exception

The provisions of this clause 14 will not apply to any obligation or liability of a Trustee to the extent that it is not satisfied because under the trust deed or constitution of the relevant Trust or by operation of law there is a reduction in the extent of the Trustee's indemnification, or extinguishment of the Trustee's right to indemnification, out of the assets of the relevant Trust, as a result of the Trustee's fraud, negligence, improper performance of duties or breach of trust.

610 TCSUE FROM
Title Reference 51166745)

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 9 Easement

Name of authorised person or solicitor: David Lean

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): MinterEllison

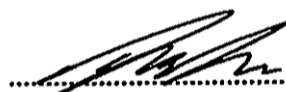
Item/s being altered or corrected:

- Item 1

Details of alteration or minor correction:

- Item 1: Inserted MinterEllison lodger details
- Item 1: Inserted MinterEllison lodger code

Party represented (where signed by solicitor): Grantor


.....
Authorised person's or Solicitor's Signature