

QUEENSLAND LAND REGISTRY
Land Title Act 1994 and Land Act 1994

EASEMENT

FORM 9 Version 4
Page 1 of 10

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Duty Imprint

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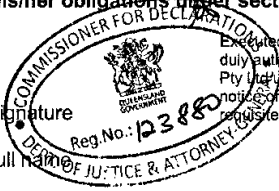
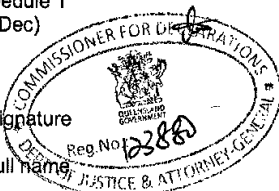
Client No: 1051837 Duties Act 2001
Transaction No: 529-615-072
Duty Paid \$ - Exempt
UTI \$ -
Date: 11/12/24 Signed: *[Signature]*

1. Grantor PIONEER FORTUNE PTY LTD A.C.N. 165 133 620		Lodger (Name, address, E-mail & phone number) HWL Ebsworth Lawyers GPO Box 2033, Brisbane QLD 4001 Ph: (07) 3169 4700 Ref: JJE:KKB:1260824 kbrown@hwle.com.au	Lodger Code 88A
2. Description of Easement/Lot on Plan Servient Tenement (burdened land) Easement F in Lot 3 on SP351245 #Dominant Tenement (benefited land) # not applicable if easement in gross Lot 1 on SP351245 Lot 2 on SP351245		Title Reference To issue from 16958111 and 51268118 To issue from 11740149 To issue from 11740149, 51268118 and 16958111	
3. Interest being burdened Fee Simple		#4. Interest being benefited Fee Simple # not applicable if easement in gross	
5. Grantee Given names Surname/Company name and number PIONEER FORTUNE PTY LTD A.C.N. 165 133 620		(include tenancy if more than one)	
6. Consideration \$1.00		7. Purpose of easement 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.

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

<i>[Signature]</i> Michelle Catherine Armstrong-Spencer... 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)	 Reg. No.: 12388 DEPT OF JUSTICE & ATTORNEY-GENERAL 25/11/2024 Execution Date	Executed on behalf of Pioneer Fortune Pty Ltd A.C.N 165 133 620 by its duly authorised attorney WARWICK BIBLE Director of Monarch Glen No 1 Pty Ltd under Power of Attorney No. 723566799 who has received no notice of revocation of that attorney and who warrants that they have the requisite power under that attorney. <i>[Signature]</i> Grantor's Signature
<i>[Signature]</i> Michelle Catherine Armstrong-Spencer... 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)	 Reg. No.: 12388 DEPT OF JUSTICE & ATTORNEY-GENERAL 25/11/24 Execution Date	<i>[Signature]</i> Grantee's Signature Executed on behalf of Pioneer Fortune Pty Ltd A.C.N 165123620 by authorised attorney DION PALIW Director of Monarch Glen No 1 Pty Ltd under power of attorney No 723 566 799.

Error! Unknown document property name.

Title Reference to issue from 11740149, 51268118 and 16958111

The Grantor and the Grantee agree on the following terms:

1. Definitions and interpretation

1.1 In this Easement unless the context otherwise indicates:


- (a) **"Dominant Tenement"** means the land described as the Dominant Tenement in Item 2 of the Form 9 and includes any part of that land having the benefit of this Easement and, where the context requires, means that portion of the whole of the Dominant Tenement owned by a particular Grantee;
- (b) **"Easement"** means this Schedule and the Form 9 and includes any annexures;
- (c) **"Form 9"** means the Form 9 Easement to which this Schedule is annexed;
- (d) **"Grantee"** means the person named in Item 5 of the Form 9. A reference to the Grantee includes each party comprising the Grantee severally and jointly, as the context requires and includes the executors, administrators, successors and permitted assigns of the Grantee and persons authorised by the Grantee;
- (e) **"Grantee's Works"** means any works undertaken by the Grantee in relation to:
 - (i) the construction of the Roadway;
 - (ii) the building of any improvements on the Dominant Tenement by the Grantee; and
 - (iii) the development of the Dominant Tenement by the Grantee as a residential development;
- (f) **"Grantor"** means the person named in Item 1 of the Form 9. A reference to the Grantor includes each party comprising the Grantor severally and jointly, as the context requires and includes the executors, administrators, successors and permitted assigns of the Grantor;
- (g) **"Grantor's Land"** means Lot 3 on SP351245 and any land subsequently created from such land which contains the Servient Tenement however it may be described;
- (h) **"Grantor's Works"** means any works undertaken by the Grantor in relation to:
 - (i) repair or maintenance or replacement of the Roadway; or
 - (ii) the building of any improvements on the Grantor's Land (other than on the Servient Tenement) by the Grantor;
- (i) **"Purpose"** means:
 - (i) a right of access, egress and regress of persons, animals and/or Vehicles over the Servient Tenement;
 - (ii) to bring machinery, tools and equipment on the Servient Tenement for purposes associated with the rights granted under this Easement; and
 - (iii) to do such other things through, across, in or under the Servient Tenement as are incidental to the proper exercise of the rights granted under this Easement;
- (j) **"Roadway"** means any road, path, driveway or track constructed of concrete for the carriage of people, domestic animals and/or Vehicles located or to be constructed upon the Servient Tenement;
- (k) **"Servient Tenement"** means the land described as the Servient Tenement in Item 2 of the Form 9 and includes any part of that land subject to the burden of this Easement;
- (l) **"Traffic"** means the passage of any person, domestic animal or Vehicle; and

Title Reference to issue from 11740149, 51268118 and 16958111

- (m) **"Vehicles"** means non-motorised vehicles and motor vehicles, howsoever described, including without limitation, cars, utes, vans, trucks, buses, mini buses, bicycles, motor bikes, scooters, tractors and lawn mowers.
- 1.2 References to a person include a corporation, partnership, incorporated association, body corporate, unincorporated body, instrumentality of the Crown and any statutory, public or local authority.
- 1.3 If a party consists of more than one person, this Easement binds them jointly and each of them individually. A party that is a trustee is bound both personally and as a trustee.
- 1.4 References to a party includes the party's personal representatives, executors, administrators, successors, permitted assigns and persons authorised by them.
- 1.5 References to a corporation have the same meaning as in the *Corporations Act 2001* (Cth).
- 1.6 References to statutes, regulations and statutory provisions includes all statutes, regulations and statutory provisions amending, consolidating, or replacing them.
- 1.7 Words importing any gender include all other genders.
- 1.8 Words importing the singular include the plural and vice versa.
- 1.9 Headings are for convenience only and do not affect interpretation.
- 1.10 The word "including" or similar expressions are not words of limitation.
- 1.11 In any combination or list of options, the use of the word "or" is not used as a word of limitation.
- 1.12 Reference to items, parts and clauses are references to items, parts and clauses of this Easement.
- 2. Grant of easement**
- 2.1 The Grantor grants to the Grantee (in common with the Grantor and others now or hereafter having a grant or right) the Easement for access..
- 3. Grantor's rights and obligations**
- 3.1 Subject to sub-clause 2, the Grantor must not:
- (a) prevent or restrict the Grantee in the exercise of the rights granted by this Easement;
 - (b) obstruct the Grantee's access to, from and over the Servient Tenement;
 - (c) park or leave Vehicles or any other obstruction on the Servient Tenement;
 - (d) interrupt or disturb the Grantee's right to enjoy the Servient Tenement; and
 - (e) erect any buildings, structures or other improvements upon the Servient Tenement or any part of it other than the Roadway and other than a fence that does not obstruct the rights of the Grantee under this Easement, that is for example, a fence that is not constructed on:
 - (i) the boundary of the Servient Tenement and Wyatt Road; and
 - (ii) the boundary of the Servient Tenement and the Dominant Tenement.
- 3.2 If the Grantor is attending to any Grantor's Works, the Grantor may temporarily obstruct the Servient Tenement for reasonable periods as are necessary to carry out the Grantor's Works. Any obstruction must be minimised so far as is reasonably possible. If the Grantor's Works require the breaking of the surface of the Roadway, the Grantor must promptly reinstate the Roadway to its former condition.

Title Reference to issue from 11740149, 51268118 and 16958111

4. Grantee's rights and obligations

- 4.1 In exercising its rights granted under clause 2.1, the Grantee may do anything reasonably necessary for the Purpose, including, but not limited to, entering into (and taking anything onto) that part of the Grantor's Land that is immediately adjacent to the Servient Tenement for the purpose of carrying out the Grantee's Works. 
- 4.2 In exercising the Grantee's rights under sub-clause 1, the Grantee must, at its own cost:
- (a) ensure all of the Grantee's Works are done in a proper and workmanlike manner;
 - (b) cause as little inconvenience as reasonably practicable to the occupiers of the Grantor's Land;
 - (c) cause as little damage as reasonably practicable to the Grantor's Land and the Servient Tenement and any improvements on them;
 - (d) restore the Grantor's Land to its former condition following completion of any Grantee's Works, other than in respect of the Roadway;
 - (e) make good any collateral damage;
 - (f) not construct any improvements (other than those required to give effect to any Grantee's Works) on, in or under the Servient Tenement without the prior written consent of the Grantor and all other Grantees (such consent not to be unreasonably withheld);
 - (g) assist the Grantor to repair, keep and maintain the Servient Tenement in good repair and suitable for the Purpose for which it was granted, including ensuring that the Roadway is kept in good and trafficable condition;
 - (h) not hinder or allow any persons to hinder the flow of Traffic subject to clause 4.3;
 - (i) not park or leave Vehicles or any other obstruction on the Servient Tenement; and
 - (j) not bring or leave on the Servient Tenement any offensive, hazardous or dangerous substance or thing or anything which is or may become a danger, material nuisance, material annoyance or material inconvenience to the Grantor, other occupants of the Grantor's Land, any adjacent or nearby land or other Grantees.
- 4.3 The Grantee may temporarily obstruct the Servient Tenement for reasonable periods as are necessary to carry out the Grantee's Works. Any obstruction must be minimised so far as is reasonably possible. If the Grantee's Works requires the breaking of the surface of the Roadway, the Grantee must promptly reinstate the Roadway to its former condition at its cost.

5. Costs and maintenance

- 5.1 The Grantor must:
- (a) keep current public liability insurance (for an amount of not less than \$10,000,000.00 per event) and general all risks insurance for the Servient Tenement (and if required by the Grantee noting the interest of the Dominant Tenement); and
 - (b) repair, keep and maintain the Servient Tenement in good condition and suitable for the Purpose, including ensuring that the Roadway is kept in good and trafficable condition.
- 5.2 The responsibility for the reasonable costs incurred in:
- (a) obtaining, constructing, laying, installing and connecting the Roadway; and
 - (b) repairing, maintaining, inspecting and replacing the Servient Tenement (including the Roadway),
- are to be shared in equal portions between:

Title Reference to issue from 11740149, 51268118 and 16958111

- (i) the owner of the Servient Tenement; and
- (ii) the owners of each of the Dominant Tenements.

For example, if there is one Servient Tenement and 2 Dominant Tenements, then the cost will be shared equally in 3 portions.

- 5.3 The Grantee must carry out all Grantee's Works at its own cost except where it is just and equitable for the costs of the Grantee's Works to be shared between the parties who benefit from the Grantee's Works.

- 5.4 Any contribution to be made by a party under clauses 5.2 to 5.3 must be paid within 14 days after receipt by the payor of written evidence of the costs of the first party.

6. Acknowledgements about this Easement

The Grantor and Grantee acknowledge that unless inconsistent with the subject matter or context of other provisions of this Easement, the benefit of this Easement will extend to and include the tenants, servants, agents, workmen, visitors, licensees and all other persons claiming through or under the Grantee as if each of those persons is the Grantee.

7. Grantee's Default

- 7.1 If the Grantee fails to comply with its obligations pursuant to this Easement, the Grantor or the Grantor's agents may request the Grantee (by notice in writing to the Grantee at the Grantee's address) to remedy or cease the breach within 14 days of receipt of the notice (or any longer period specified in the notice or shorter time in the case of an emergency).

- 7.2 If the Grantee does not remedy or cease the breach within the time specified in clause 7.1, then the Grantor or the Grantor's agents may (without prejudice to any other remedy the Grantor might have) remedy the breach by:

- (a) removing and storing or disposing of any offensive, hazardous or dangerous substance or thing or anything which is or may become a danger, nuisance, annoyance or inconvenience to the Grantor or other occupants of the Grantor's Land or any adjacent land;
- (b) performing any works or doing anything necessary for remedying any damage to the Servient Tenement, the Roadway or other structures on the Servient Tenement;
- (c) performing any other works or taking any other action reasonably required to rectify, discontinue and prevent any breach of this Easement by the Grantee; and
- (d) suing the Grantee for damages and/or an injunction.

- 7.3 Should the Grantor or the Grantor's agents exercise any of the rights, powers and remedies contained in clause 7.2, then the cost of exercising those rights, powers and remedies and the doing and performing of the works and contemplated by clause 7.2 shall be at the cost of the Grantee. Such payment is to be made by the Grantee to the Grantor within 14 days of receipt by the Grantor of written evidence of the expenses of the Grantor for carrying out the works and taking the action contemplated by clause 7.2.

8. Grantor's Default

- 8.1 If the Grantor fails to comply with its obligations pursuant to this Easement, the Grantee or the Grantee's agents may request the Grantor (by notice in writing to the Grantor at the Grantor's address) to remedy or cease the breach within 14 days of receipt of the notice (or any longer period specified in the notice or shorter time in the case of an emergency).

- 8.2 If the Grantor does not remedy or cease the breach within the time specified in clause 8.1, then the Grantee or the Grantee's agents may (without prejudice to any other remedy the Grantee might have) remedy the breach by:

- (a) removing and storing or disposing of any offensive, hazardous or dangerous substance or thing or anything which is or may become a danger, nuisance, annoyance or inconvenience to the Grantee;

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- (b) performing any works or doing anything necessary for remedying any damage to the Servient Tenement, the Roadway or other structures on the Servient Tenement;
- (c) performing any other works or taking any other action reasonably required to rectify, discontinue and prevent any breach of this Easement by the Grantor; and
- (d) suing the Grantor for damages and/or an injunction.

9. Dispute Determination

9.1 Notice Of Dispute

- (a) If a dispute arises between the parties under a provision of this Easement, then a party may at any time notify the other party that it requires that it be resolved in accordance with this clause 9.
- (b) The notice pursuant to clause 9.1(a) must:
 - (i) be in writing;
 - (ii) identify the subject matter of the dispute;
 - (iii) set out in detail the facts upon which the dispute is based;
 - (iv) identify the provisions of this Easement relevant to the dispute;
 - (v) nominate the senior officer of the party (if a corporation) who will have authority to settle the dispute;
 - (vi) have annexed to it copies of all correspondence and background information relevant to the dispute; and
 - (vii) contain particulars of the quantification of any claim in relation to the dispute.

9.2 Negotiation

- (a) The parties must use their best endeavours to settle the dispute within 10 Business Days after the date of issue of the notice of dispute, or such further period as the parties agree.
- (b) Each party, if a corporation, must involve a senior officer of the party in the negotiations.

9.3 Parties' Obligations

Despite any provision of this Easement, each party must continue to perform their obligations under this Easement despite the existence of a dispute. Until the negotiation process in clauses 9.1 and 9.2 is complete, subject to clause 9.4, neither party will commence proceedings in any court.

9.4 Urgent Relief

Nothing in this Easement prejudices the right of a party to seek urgent injunctive relief in respect of any dispute, or any matter arising under or in connection with this Easement.

10. GST

10.1 Amounts exclude GST

Except as expressly stated otherwise in this Easement, all amounts payable or consideration to be provided under this Easement are exclusive of GST.

10.2 Responsibility for GST

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- (a) Despite any other provision of this Easement, if GST is imposed on any supply made by the supplier under this Easement, the recipient must pay to the supplier an amount equal to the GST payable on the supply.
- (b) The recipient must pay the amount under clause 10.2(a) at the same time that payment for the supply must be made under this Easement and must pay the amount in addition to all other amounts payable by the recipient under this Easement.

10.3 *Reimbursement of expenses*

If this Easement requires a party to reimburse any other party for any reimbursable expense incurred by the other party, the amount that must be reimbursed by the first party will be the sum of:

- (a) the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense; and
- (b) if the payment of the reimbursable expense is consideration for a taxable supply, any GST payable in respect of the reimbursable expense.

10.4 *Tax invoice*

If the supplier makes a taxable supply to the recipient under this Easement, the supplier must provide a tax invoice to the recipient at or before the time of the payment of the amounts under clauses 10.2(a) and 10.3.

10.5 *Adjustments*

If at any time an adjustment event arises in respect of any supply made by the supplier under this Easement, the supplier must provide the recipient with an adjustment note immediately upon becoming aware of the adjustment event. Where an adjustment event arises, a corresponding adjustment will be made between the supplier and the recipient in respect of any amount paid by the recipient to the supplier under clauses 10.2(a) and 10.3 and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

11. **Notices**

11.1 A notice, approval, consent or other communication in connection with this Easement:

- (a) must be in writing;
- (b) may be given by a party or its solicitor;
- (c) must be:
 - (i) sent by email or other digital means to the party's relevant email or other digital address;
 - (ii) delivered to the party's registered address;
 - (iii) sent by prepaid ordinary post to the party's registered address; or
 - (iv) sent to the facsimile number of a party as notified in writing by the parties;
- (d) is treated as received:
 - (i) in the case of an email, at the time it is sent unless the sender receives notification that the email failed to be delivered to the recipient;
 - (ii) in the case of a delivered letter, at the time and on the date that the letter is delivered;
 - (iii) in the case of a posted letter, on the second Business Day after it was posted; and

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- (iv) in the case of a facsimile, on production of a transmission report by the sending machine which indicates that the facsimile was sent in its entirety to the facsimile number of the recipient without error; and
- (e) notwithstanding clause 11.1(c), may be given to a party or its solicitor by email or other digital means, delivery, facsimile or post.

12. Governing law and jurisdiction

- 12.1 This Easement is governed by and is to be construed in accordance with the laws of Queensland.
- 12.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought before those courts.

13. Further steps

- 13.1 Each party must promptly do whatever any other party reasonably requires of the first party to give effect to this Easement and to enable the other party to perform its obligations under this Easement.
- 13.2 Without limiting sub-clause 1, if requested to do so by another party, each party will promptly produce the Certificate of Title (if issued) of their respective properties as is necessary to enable registration of this Easement and any agreed variation to this Easement.

14. Rights cumulative

Except as expressly stated otherwise in this Easement, the rights of a party under this Easement are cumulative and are in addition to any other rights of that party.

15. Waiver and exercise of rights

- 15.1 Notwithstanding that the law of contract may no longer recognise or might never have recognised a doctrine or concept of waiver, a party may waive its right to insist upon the performance of a condition or obligation under this Easement which is to be performed by another party provided such waiver is in writing and signed for or on behalf of the party waiving the right to performance of such obligation or condition.
- 15.2 In the absence of a waiver in writing as permitted by clause 15.1, no failure or forbearance by a party to insist upon any right to performance of a condition or obligation of another party can amount to, under any circumstances, an election between existing rights, a representation sufficient to ground an estoppel or a variation whereby that other party is relieved or excused from performance of such condition or obligation.

16. Liability

An obligation of two or more persons binds them jointly and severally.

17. Release, Indemnity and Insurance

- 17.1 The Grantee agrees to occupy and use the Servient Tenement at the Grantee's risk.
- 17.2 To the full extent permitted by law, each party (**Releaser**) unconditionally:
 - (a) releases the other party and its tenants, servants, agents, workmen, visitors, licensees and all other persons claiming through or under the other party (**Released Party**); and
 - (b) agrees to not make any claim or demand, commence or continue any legal action or enforce any rights it may have, now or in the future, against the Released Party in relation to,

all and any claims, demands, actions, losses, expenses, proceedings or liabilities of any kind which arise or may arise as a result of the Releaser's or the Releaser's tenants', servants', agents', workmen's, visitors', licensees'

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(and all other persons claiming through or under the Releaser) default of this Easement or the use or misuse of or presence on the Servient Tenement including but not limited to:

- (c) in respect of any accident damage or injury to any person or property in or about the Servient Tenement; or
- (d) arising from death of or injury to any person.

17.3 The release in clause 17.2 does not apply to the extent that the claim, demand, action, loss, expense, proceeding or liability was caused or contributed to by the Released Party.

17.4 To the full extent permitted by law, each party (**Indemnifier**) unconditionally indemnifies and will keep indemnified the other party and its tenants, servants, agents, workmen, visitors, licensees and all other persons claiming through or under the other party (**Indemnified Party**) from and against all claims, demands, actions, liabilities and losses arising from, and any costs, charges and expenses to the extent such matters arise out of or are incurred in connection with the Indemnifier's or the Indemnifier's tenants', servants', agents', workmen's, visitors', licensees' (and all other persons claiming through or under the Indemnifier) default of this Easement or the use or misuse of or presence on the Servient Tenement including but not limited to:

- (a) loss of or damage to any property including the Servient Tenement; or
- (b) injury to any person; or
- (c) loss or expense incurred by the Indemnified Party in dealing with any claim against it including without limitation legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Indemnified Party.

17.5 The indemnity in clause 17.4 does not apply to the extent that the claim, demand, action, liability or loss is caused or contributed to by the Indemnified Party.

17.6 Each party is responsible for keeping current their own public liability insurance for each of their respective rights and obligations under this Easement.

17.7 While Pioneer Fortune Pty Ltd A.C.N. 165 133 620 is a Grantor and/or Grantee under this Easement, its liability under this clause 17 is limited to the extent that its liability is covered by its insurance policy referred to in clause 5.1(a).

18. Entire understanding

This Easement contains the entire understanding between the parties as to the subject matter of this Easement.

19. Costs and duty

19.1 The Grantee must pay the cost of transfer duty on this Easement and any agreed variation of this Easement.

19.2 The Grantor and Grantee must pay their own costs of and incidental to the preparation, negotiation and signing of this Easement and any agreed variation of this Easement.

19.3 The Grantee must pay any lodgement fee required to register this Easement and any agreed variation of this Easement with the Queensland Land Registry.

20. Variation and extinguishment

20.1 A variation of this Easement must be in writing and signed by the Grantor and the Grantee.

20.2 This Easement is extinguished only if the Grantor and the Grantee so agree in writing.

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21. Severance

If it is held by a court of law that:

- (a) any part, clause or part of a clause of the Form 9 or this Schedule is void, voidable, illegal or unenforceable; or
- (b) the Form 9 or this Schedule is void, voidable, illegal or unenforceable unless any part, clause or part of a clause of the Form 9 or this Schedule is severed from the Form 9 or this Schedule,

that part, clause or part of the clause will be severed from the Form 9 or this Schedule unless to do so would change the underlying principal commercial purposes of this Easement.

22. Benefit and burden

- 22.1 The benefit and burden of this Easement pass with the Dominant Tenement and the Servient Tenement respectively.
- 22.2 Each promise made in this Easement binds the successors in title of the person making that promise and is for the benefit of the person to whom it is made and their successors in title.
- 22.3 From the date a person ceases to be the owner of the Dominant Tenement or the Servient Tenement as the case may be, that person is released from all obligations under this Easement but is not released and remains liable for breaches of obligations that occurred before that date.
- 22.4 The parties agree that the intention of the parties is that the benefit of this Easement will not pass to any lot created from the Dominant Tenement to be used as a single residential dwelling or to be transferred to a relevant governmental authority pursuant to a development approval (or any infrastructure agreement) which does not have a common boundary with the Servient Tenement and require access over the Servient Tenement to access that land. The owner of the Dominant Tenement must ensure that, and agrees to sign all necessary documents to ensure, the benefit of this Easement does not pass to the owner of those lots mentioned in this clause.

23. Surrender of Easement

- 23.1 Once the Roadway has been constructed and a survey plan is prepared which will result in any part of the Servient Tenement being dedicated as public road then, if this Easement is not capable of being extinguished (or partially extinguished if only part of the Servient Tenement is being dedicated as road, as the case may be) on the survey plan that dedicates the Roadway, then the Grantee and/or Grantor must, promptly, when requested by the other party:
 - (a) sign a consent to the survey plan in the form provided by the requesting party;
 - (b) execute a surrender (or partial surrender, as the case may be) of this Easement in the form provided by the requesting party along with any ancillary documents required to stamp the surrender for registration; and
 - (c) return the consent, executed surrender (or partial surrender) of this Easement (along with executed ancillary stamping documents) to the Grantee to enable the Grantee to lodge the consent and surrender for registration at Titles Queensland.

SCHEDULE

51370118
Title Reference [51370114]

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 9 Easement.
(Form 20 Schedule)

Name of authorised person or solicitor:

Isabella Hope Tester

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

HWL Ebsworth Lawyers

Item/s being altered or corrected:

Form 20, page 4 of 10

Details of alteration or minor correction:

Delete the words "including, but not limited to, entering into (and taking anything onto) that part of the Grantor's Land that is immediately adjacent to the Servient Tenement for the purpose of carrying out the Grantee Works".

Party represented (where signed by solicitor):

PIONEER FORTUNE PTY LTD

Authorised person's or Solicitor's Signature

Name of authorised person or solicitor:

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

Item/s being altered or corrected:

Details of alteration or minor correction:

Party represented (where signed by solicitor):

Authorised person's or Solicitor's Signature

GENERAL CONSENT

1. Lot on Plan Description

LOT 3 ON SP351245
LOT 2 ON SP351245
LOT 1 ON SP351245

Title Reference

51370118
51370118
51370117

2. Instrument/document being consented to

Instrument/document type EASEMENT F IN LOT 3 ON SP351245

Dated

25/11/2024

Names of parties PIONEER FORTUNE PTY LTD A.C.N. 165 133 620

3. Instrument/document under which consent required

Instrument/document type CAVEAT

Dealing No.

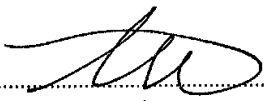
723515154

Name of consenting party MONARCH GLEN NO 1 PTY LTD A.C.N. 673 817 260

4. Execution by consenting party

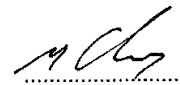
The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

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

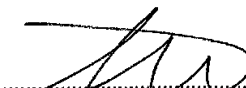

.....signature
ISABELLA HOPE TESTERfull name
SOLICITORqualification
Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

MONARCH GLEN NO 1 PTY LTD A.C.N. 673 817 260
by its duly authorised attorney employee of Mirvac Group of Companies
under Power of Attorney No. 723868300 and who has received no
notice of revocation of that attorney and who warrants that they have
the requisite power under that attorney


26/02/2025
Execution Date


MARK CLANCY
DEVELOPMENT DIRECTOR

MONARCH GLEN NO 1 PTY LTD A.C.N. 673 817 260
by its duly authorised attorney employee of Mirvac Group of Companies
under Power of Attorney No. 723868300 and who has received no
notice of revocation of that attorney and who warrants that they have
the requisite power under that attorney


.....signature
ISABELLA HOPE TESTERfull name
SOLICITORqualification
Witnessing Officer
(Witnessing officer must be in accordance with Schedule 1
of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

26/02/2025
Execution Date


DOUGLAS LARKIN
SENIOR DEVELOPMENT MANAGER
Consenting Party's Signature

Mortgagee's Australian Credit Licence (if any)

Privacy Statement

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Error! Unknown document property name.



SCHEDULE

51370117
Title Reference [51370118]

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 18 General Conser

Name of authorised person or solicitor:

Isabella Tester

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

HWL Ebsworth Lawyers

Item/s being altered or corrected:

2

Details of alteration or minor correction:

Insert "25/11/2024"

Party represented (where signed by solicitor):

MONARCH GLEN NO.1 PTY LTD

Authorised person's or Solicitor's Signature

Name of authorised person or solicitor:

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

Item/s being altered or corrected:

Details of alteration or minor correction:

Party represented (where signed by solicitor):

Authorised person's or Solicitor's Signature