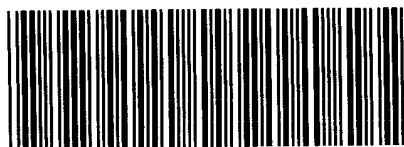


QUEENSLAND TITLES REGISTRY
Land Title Act 1994 and Land Act 1994

EASEMENT

FORM 9 Version 4



719547960

\$192.00

02/08/2019 15:58

BE 600

Client No.: 1051414

Page 1 of 7

Transaction No.: 517-201-914

Duty Paid \$.....NIL..... ☐ Exempt

UTI \$.....

Date: 02/08/2019 Signed: [Signature]

1. **Grantor**
BRISBANE CRUISE WHARF PTY LTD ACN 098 923 785

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

Gadens Lawyers
111 Eagle Street
BRISBANE QLD 4000
Tel: 3231 1666

162A

Ref:

2. **Description of Easement/Lot on Plan****Title Reference**

Servient Tenement (burdened land)

Easement D in lot 904 on SP231750 on SP 313542

*Dominant Tenement (benefited land)

Lot 101 on SP 287542

Lot 102 on SP 287542

Lot 702 on SP 287531

Lot 703 on SP 284531

Lot 704 on SP 287531

Lot 705 on SP 287529

50834977

TO ISSUE FROM 513 8226
TO ISSUE FROM 513 8226

51138235

51138236

51138237

51138222

not applicable if easement in gross

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	(include tenancy if more than one)
		BROOKFIELD PORTSIDE EAST BUILDING	
		16A PTY LTD ACN 125 821 874	
		BROOKFIELD PORTSIDE EAST BUILDING	
		16B PTY LTD ACN 125 821 865	
		BROOKFIELD PORTSIDE EAST PTY LTD	
		ACN 127 225 183	

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

* delete if not applicable

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

..... signature

..... full name

..... qualification

/ /
Execution Date

See enlarged panel

Witnessing Officer

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

Grantor's Signature

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

FORM 9 EASEMENT
Title Reference [5082497]

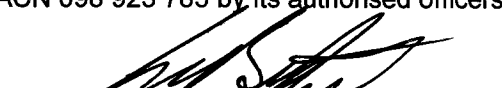
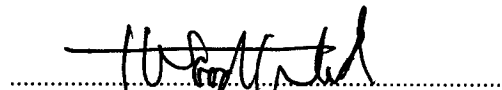
Brisbane Cruise Wharf Pty Ltd ACN 098 923 785 by its authorised officers



RODNEY TOM YU
Witnessing Officer SOLICITOR

15, 7, 19
Execution Date

Execution


Lee Butterworth – Managing Director
Terry Woodfield – Project Director

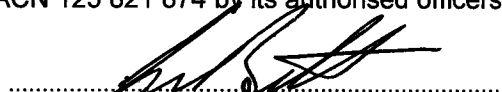
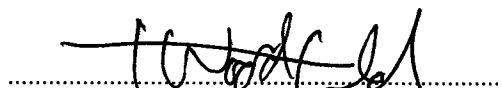
Brookfield Portside East Building 16A Pty Ltd ACN 125 821 874 by its authorised officers



RODNEY TOM YU
Witnessing Officer SOLICITOR

15, 7, 19
Execution Date

Execution


Lee Butterworth – Managing Director
Terry Woodfield – Project Director

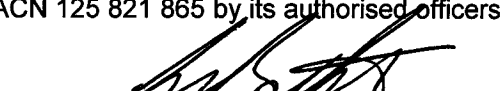

Brookfield Portside East Building 16B Pty Ltd ACN 125 821 865 by its authorised officers



RODNEY TOM YU
Witnessing Officer SOLICITOR

15, 7, 19
Execution Date

Execution


Lee Butterworth – Managing Director
Terry Woodfield – Project Director

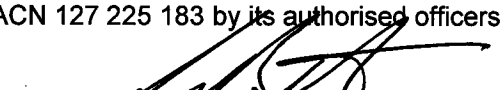
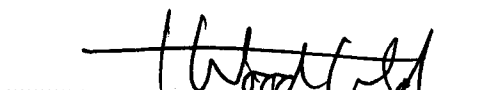
Brookfield Portside East Pty Ltd ACN 127 225 183 by its authorised officers



RODNEY TOM YU
Witnessing Officer SOLICITOR

15, 7, 19
Execution Date

Execution


Lee Butterworth – Managing Director
Terry Woodfield – Project Director

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

This relates to the Easement over title reference # 50834977

1. DEFINITIONS

1.1 Definitions

In this easement, unless the context otherwise requires:

Approved Disposal Area means, for each Grantee, the area within the Easement approved as the location of waste disposal bins for the Grantee's Land in accordance with the approved waste management plan for the Grantee's Land, or any alternative location approved by the Grantor from time to time.

Cruise Ship Periods means each period commencing two hours prior to the berthing of a vessel at Portside Wharf until two hours after the departure of the vessel as notified by the Operator of the Brisbane Cruise Terminal from time to time in accordance with the Portside Wharf BMS.

Easement means the land over which this easement is granted, being the servient tenement described in item 2 of the Form 9.

Government Authority means the Crown, a Minister, a Government, a Government Department and government owned or controlled corporation or authority (acting in a regulatory role), a local authority, a Court, Tribunal or Board or any officer or agent of them acting in their capacity as an officer or agent.

Grantee means the Grantee and the Grantee's successors in title as the registered owners of the Grantee's Land from time to time.

Grantee's Authorised Users means the Grantee's agents, employees, contractors, tenants, licensees and any person who resides on, uses or visits the Grantee's Land with the actual or implied authority of the Grantee.

Grantee's Land means the land described as the dominant tenement in item 2 of the Form 9.

Grantor means the Grantor and the Grantor's successors in title as owners of the Easement from time to time.

GST has the meaning set out in the *GST Act*.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the *GST Act*;

Portside Wharf BMS means registered building management statement no 710148022, as amended from time to time;

Restricted Zone means that part of the Servient Tenement indicated on the plan in Annexure A.

1.2 Interpretation

In this easement, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a thing or to land includes each part of that thing or land; and
- (c) a reference to a person includes a reference to that person's executors, administrators, successors and assigns;
- (d) a reference to any body (for example, an institute, association or authority) that ceases to exist or whose powers or functions are transferred refers to the body that replaces it or substantially succeeds to its powers or functions;

This relates to the Easement over title reference # 50824977

- (e) a reference to a law or legislation includes all regulations and other instruments under it and amendments or replacements of any of them; and
- (f) an obligation, representation or warranty:
 - (i) in favour of two or more persons is for their benefit jointly and severally; and
 - (ii) by two or more persons binds them jointly and each of them severally.

2. GRANT OF EASEMENT

2.1 Right of Access

The Grantor grants to the Grantee the non-exclusive right, subject to **clauses 2.2 and 2.3**, to use the surface of the Easement for the purpose of:

- (a) gaining access to and from the Grantee's Land; and
- (b) depositing and collecting waste disposal bins within the Grantee's Approved Disposal Area, but not for any other purpose.

2.2 Conditions Applying to Right

The rights granted under this easement

- (a) may be exercised by the Grantee and the Grantee's Authorised Users;
- (b) subject to **clause 2.3**, may be exercised at any time;
- (c) may be exercised by pedestrians on foot or by persons on bicycles, wheelchairs or vehicles of any kind, with or without plant, equipment or other chattels but excluding vehicles that may cause damage to the driveway or other property on the Easement; and
- (d) are subject to the right of the Grantor and other persons lawfully entitled to use the Easement from time to time, to use or continue to use the Easement in any way which is not inconsistent with the rights granted under this easement.

2.3 Closure of Restricted Zone During Cruise Ship Periods

The Grantor may erect gates or temporary fences and signs on the Restricted Zone and close off access to the Restricted Zone during Cruise Ship Periods.

2.4 No interference by Grantee

The Grantee must not (and must take all reasonable steps to ensure that the Grantee's Authorised Users do not) in exercising the rights given under this easement:

- (a) interfere with the use by the Grantor and all others permitted by the Grantor of the Easement or any other part of the Grantor's land;
- (b) create a nuisance on the Easement;
- (c) interfere with the provision of services to the Grantor's land; and
- (d) cause or allow any waste material or rubbish to be deposited on the Easement other than within rubbish bins in the Approved Disposal Areas.

This relates to the Easement over title reference # 508 349 77

2.5 No interference by Grantee

Each Grantee must:

- (a) keep its Approved Disposal Area in a clean and tidy condition and free of pests and vermin;
- (b) ensure that rubbish bins stored within its Approved Disposal Area are regularly cleaned and washed; and
- (c) comply with the requirements of the approved waste management plan insofar as it applies to the Grantee's Approved Disposal Area.

3. GRANTOR'S OBLIGATIONS

3.1 No obstruction

Subject to **clauses 2.3, 3.2 and 3.3**, the Grantor must not obstruct or permit any obstruction of the Easement in any way which will prevent or unreasonably restrict the Grantee's exercise of its rights under this easement.

3.2 Traffic Rules

The Grantor may regulate the direction and speed of traffic movement along the Easement by appropriate signage. The Grantee and the Grantee's Authorised Users must observe the signage.

3.3 Temporary closure or Diversion

The Grantor may do either or both of the following:

- (a) temporarily close or obstruct the Easement;
- (b) permanently close the Easement and provide alternative access to the Grantor's Land;

during any construction works on the Easement or the Grantor's Land near the Easement, or during an emergency (reasonably determined by the Grantor). The Grantor must give the Grantee reasonable notice before commencing any works which will impact of the exercise of the Grantee's rights under this easement.

4. REPAIR AND MAINTENANCE

The Grantor must maintain (which includes renew and replace) the surface of the Easement in order to ensure that at all times the Easement is in a reasonable trafficable condition having regard to the frequency and type of use by people entitled to pass over the Easement.

5. RESERVATIONS

The Grantor expressly reserves the right for itself and any under-lessee or other occupier to install and maintain in the Easement pipes, cables, wires, conduits and other means of conveyance of water, sewerage, gas, electricity, telephone, communications and other services provided these do not unreasonably interfere with the Grantee's rights under this easement, and in the case of these rights being exercised by a person other than the Grantor, with the prior consent of the Grantor.

6. RISK, RELEASE AND INDEMNITY

6.1 Risk

The Grantee and the Grantee's Authorised Users use the Easement at their sole risk.

6.2 Release

The Grantee releases the Grantor to the full extent the law permits from all actions, claims and demands of any kind for or resulting from:

This relates to the Easement over title reference # 50834977

- (a) loss or damage to any vehicles or property using the Easement; and
- (b) the death of, or injury to anyone using the Easement,

except to the extent that the death, injury, loss or damage is caused or contributed to by the Grantor's negligence.

7. REGISTRATION AND COSTS

7.1 Stamp Duty and Registration Fees

The Grantee must pay the duty (if any) assessed on this document, the Titles Office registration fees and for preparation of the survey plan of the Easement.

7.2 Co-operation to register

The Grantor and the Grantee will, when reasonably required to do so, produce or procure the production of any certificate of title, consent or other document required to enable registration of this easement.

8. GST

- (a) If GST is payable by a supplier (or by the representative member for a GST group of which the supplier is a member) on any supply made under or in relation to this document, the recipient will pay to the supplier an amount (**GST Amount**) equal to the GST payable on the supply. The GST Amount is payable by the recipient in addition to and at the same time as the net consideration for the supply, subject to receipt of a tax invoice.
- (b) If a party is required to make any payment or reimbursement, that payment or reimbursement will be reduced by the amount of any input tax credits or reduced input tax credits to which the other party (or the representative member for a GST group of which it is a member) is entitled for any acquisition relating to that payment or reimbursement.
- (c) This clause is subject to any other specific agreement regarding the payment of GST on supplies.
- (d) For the purposes of this clause, words and phrases defined in the *GST Act* have the same meaning when the context indicates otherwise.

9. NOTICES

9.1 Method of service

Any notice to be given under this document by one of the parties to the other must be in writing and is given for all purposes by delivery in person, by pre-paid post, or by facsimile addressed to the receiving party at the last known address of that party.

9.2 Time of service

Any notice given in accordance with this document will be deemed to have been duly served in the case of posting at the expiration of two business days after the date of posting and in the case of facsimile, on the first business day, after the date of transmission (providing the sending party receives a facsimile machine verification report indicating that the notice has been transmitted).

9.3 Change of address

A party may at any time change its address, postal address or facsimile number by giving written notice to the other party.

ANNEXURE A – RESTRICTED ZONE

