Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919

| Lengths are in metres: | (Sheet 1 of 13 sheets) |
|--|---|
| Plan: | Plan of Subdivision of Lot 33 in DP |
| | Covered By Dated |
| Full name and address of the owner of the Land | East End Stage 3 Pty Ltd ACN 616 421 759 |

Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s) bodies or Prescribed Authorities: |
|---|---|-------------------------------------|---|
| 1 | EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOTS) | 34,35 | 34,35 |
| 2 | EASEMENT FOR SERVICES (WHOLE OF LOTS) | 34,35 | 34,35 |
| 3 | EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS) | 34,35 | 34,35 |
| 4 | RIGHT TO USE FIRE STAIRS & EGRESS VARIABLE WIDTH (WHOLE OF LOTS) | 34,35 | 34,35 |
| 5 | EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (E1) | 35 | 34 |

General Manager/Authorised Delegate Newcastle City Council

| Lengths are in metres: | (Sheet 2 of 13 sheets) |
|------------------------|-------------------------------------|
| Plan: | Plan of Subdivision of Lot 33 in DP |
| | Covered By |

| Number of item shown in the intention panel on the plan | Identity of easement or profit à prendre to be released and referred to in the plan | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s), bodies or Prescribed Authorities |
|---|---|-------------------------------|---|
| • | · | | |
| • | RIGHT OF FOOTWAY | 35 | 34 |
| 6 | VARIABLE WIDTH LIMITED IN STRATUM (E2) | 34 | 35 |
| 7 | EASEMENT FOR PUBLIC | 34 | 35 |
| | ACCESS VARIABLE WIDTH | 24 | Name and a City Course it |
| | LIMITED IN STRATUM (E3) | 34 | Newcastle City Council |
| | EASEMENT FOR USE OF | 35 | 34 |
| 8 | LOADING DOCK VARIABLE | | |
| | WIDTH LIMITED IN | | |
| | STRATUM (E4) | | |
| | EASEMENT FOR USE | 35 | Lot 21 DP 1269807 |
| 9 | VARIABLE WIDTH LIMITED | | |
| | IN STRATUM (E5) | | |
| 10 | EASEMENT FOR FUTURE | 35 | 36 |
| | SERVICES (WHOLE OF LOT) | | |
| 11 | EASEMENT FOR USE OF | 35 | 36 |
| | SHARED PLANT AREA | | |
| | VARIABLE WIDTH LIMITED | | |
| | IN STRATUM (E6) | | |

| Lengths are in metres | 5: | (Sheet 3 of 13 sheets) |
|---|--|--|
| Plan: | | Plan of Subdivision of Lot 33 in DP |
| | | Covered ByDated |
| | Part 2 (Term | s) |
| 1. Definitions and Interpretat | tion | |
| 1.1. Definitions | | |
| In this instrument, unless the meanings: | e contrary intention appears | , the following terms have the following |
| Accessible Car Space mea car parking use. | ans the car parking spaces i | n Lots and designated for accessible |
| | | Local Government, Statutory Public, pacity to issue orders or impose other |
| to that easement, or if no ar | | area designed on the Plan corresponding in it means the whole of the lot burdened eent. |
| Plan means the stratum pla | an of subdivision to which th | nis instrument relates. |
| corporation) who is at any t | | nterest in the lot benefited state or interest in possession in |
| Authority constituted administrator of such | Authority, any person appo or administer such Authority | efited is an Authority such ssors, permitted assigns, any binted by or on behalf of the y and any Minister responsible for |
| ` ' | ted be subdivided by a stra on registration of the strata | · |
| | | lephone, internet, structure, television and discharge |
| | | |

General Manager/Authorised Delegate Newcastle City Council

| Lengths are in metres: | (Sheet 4 of 13 sheets) |
|------------------------|-------------------------------------|
| Plan: | Plan of Subdivision of Lot 33 in DF |
| | Covered By |

1.2.Interpretations

Unless context otherwise requires:

- (a) the singular includes the plural and conversely;
 - (b) a gender includes all genders;
 - (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (d) a reference to a person includes a body corporate, an unincorporated body or other entity and conversely;
 - (e) mentioning anything after include, includes or including does not limit what else might be included;
 - (f) clause, paragraph, schedule, or sub-clause means a clause, paragraph, schedule, or sub-clause respectively of these easements; and
 - (g) unless stated otherwise one provision does not limit the effect of another.

2. Terms of Easement for Support and Shelter (Whole of Lots) numbered 1 in the Plan

- 2.1. The Proprietor of the Lot Burdened grants full, free and unimpeded right for the Proprietor of the Lot Benefited:
 - (a) to use for subjacent and lateral support of those part of the lot benefited as are capable of enjoying support such parts of the lot burdened as are capable of affording support; and
 - (b) to use for shelter for those parts of the lot benefited as are capable of being sheltered such parts of the lot burdened as are capable of affording shelter.
- 2.2. All ancillary rights and obligations reasonably necessary to make this easement effective apply in respect of this easement.

General Manager/Authorised Delegate Newcastle City Council

| Lengths are in metres: | (Sheet 5 of 13 sheets) |
|------------------------|-------------------------------------|
| Plan: | Plan of Subdivision of Lot 33 in DP |
| | Covered By Dated |

2.3. This easement:

- (a) entitles the Proprietor of the Lot Benefited and persons authorised by it to enter the lot burdened to replace, renew or restore any support or shelter; and
- (b) subsists until the easement is extinguished.
- 3. Terms of Easement for Services (Whole of Lots) numbered 2 in the Plan
 - 3.1. The Proprietor of the Lot Benefited and persons authorised by it may:
 - (a) use each lot burdened to provide Services to or from each lot benefited; and
 - (b) do anything reasonably necessary for that purpose, including:
 - entering (and permitting persons authorised by it to enter) the lot burdened;
 - (ii) taking anything on to the lot burdened; and
 - (iii) carrying out work, such as penetrating walls, installing, constructing, placing, accessing, repairing, maintaining or replacing Services, pipes, poles, wires, cables, conduits, structures and equipment.
 - 3.2. In exercising those powers, the Proprietor of the Lot Benefited and its authorised users must:
 - (a) ensure all work is done properly;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (d) not require access to the Lot Burdened during business hours or hours which would detrimentally affect the business carried on by the Proprietor of the Lot Burdened or the occupier of the Lot Burdened (except in an emergency);
 - (e) restore the lot burdened as nearly as is practicably to its former condition; and

General Manager/Authorised Delegate Newcastle City Council

| Lengths | are in m | etres | s : | (Sheet 6 of 13 sheets) |
|---------|----------|--------|--|---|
| Plan: | | | | Plan of Subdivision of Lot 33 in DP |
| | | | | Covered By |
| | | (f) | make good any collateral d | amage. |
| | 3.3 | that e | | t, "Services" means only those Services cupation certificate is issued for the I Lot. |
| 4 | | | sement for Access to Sin the Plan | hared Facilities (Whole of Lots) |
| | 4.1 | The | e Proprietor of the Lot Benefi | ted and persons authorised by it may: |
| | | (a) | | enter upon and pass across each lot of accessing shared facilities; and |
| | | (b) | do anything reasonably nec | essary for that purpose, including: |
| | | | (i) entering (and permitting burdened; | g persons authorised by it to enter) the lot |
| | | | (ii) using (and permitting shared facilities; | persons authorised by it to use) the |
| | | | (iii) taking anything on to t | he lot burdened; and |
| | | | . , | ne shared facilities, such as constructing aintaining or replacing the shared |
| | 4.2 | | exercising those powers, to authorised users must: | the Proprietor of the Lot Benefited and |
| | | (a) | ensure all work is done p | properly; |
| | | (b) | cause as little inconvenion any occupier of the lot be | ence as is practicable to the owner and burdened; |
| | | (c) | not unreasonably impe the Proprietor of the Lot | de the use of the Easement Site by Burdened; |
| | | (d) | cause as little damage a any improvement on it; | as is practicable to the lot burdened and |
| | | (e) | • • | as nearly as is practicable to its |
| | | (f) | make good any collatera | al damage. |

| Plan: Plan of Subdivision of Lot 33 in DP Covered By | | | | | | | |
|---|---------|--------|--|--|---|--|---|
| Covered By | Lengths | are ir | n me | etres: | | (Sheet 7 | of 13 sheets) |
| 4.3 For the purpose of this easement, "shared facilities" means the shared facilities specified in any strata management statement to which the Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened are members. 5 Terms of Right to use Fire Stairs and Egress (Whole of Lots) numbered 4 in the Plan 5.1 The Proprietor of the Lot Burdened grants the full, free and unimpeded right for the Proprietor of the Lot Benefited and any person authorised by the Proprietor of the Lot Benefited to enter, pass and re-pass over those parts of the lot burdened that are fire stairs and fire egresses at all times on only for the purposes of evacuation and emergency situations or for fire drills and exercises to gain access to fire escapes from the lots burdened and lot benefited. 5.2 In exercising those powers, the Proprietor of the Lot Benefited must cause as little damage as is practicable to the lot burdened and any improvemen on it and must not impede the use of the Easement Site by the Proprietor of the Lot Burdened. 6 Terms of Easement for Access Variable Width Limited in Stratum (E1) numbered 5 in the Plan 6.1 The Proprietor of the Lot Benefited and persons authorised by it may: (a) by any reasonable means pass across the Easement Site for the purpose of exercising or performing any of its powers, authorities, dutie or functions; and (b) do anything reasonably necessary for passing across the Easement Site including: (i) entering the lot burdened; (ii) taking anything on to the lot burdened; and (iii) carrying out work with the Easement Site such as constructing, placing, repairing or maintaining trafficable surfaces, | Plan: | | | | | Plan of S | ubdivision of Lot 33 in DP |
| facilities specified in any strata management statement to which the Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened are members. 5 Terms of Right to use Fire Stairs and Egress (Whole of Lots) numbered 4 in the Plan 5.1 The Proprietor of the Lot Burdened grants the full, free and unimpeded right for the Proprietor of the Lot Benefited and any person authorised by the Proprietor of the Lot Benefited to enter, pass and re-pass over those parts of the lot burdened that are fire stairs and fire egresses at all times on fool only for the purposes of evacuation and emergency situations or for fire drills and exercises to gain access to fire escapes from the lots burdened and lot benefited. 5.2 In exercising those powers, the Proprietor of the Lot Benefited must cause as little damage as is practicable to the lot burdened and any improvemen on it and must not impede the use of the Easement Site by the Proprietor of the Lot Burdened. 6 Terms of Easement for Access Variable Width Limited in Stratum (E1) numbered 5 in the Plan 6.1 The Proprietor of the Lot Benefited and persons authorised by it may: (a) by any reasonable means pass across the Easement Site for the purpose of exercising or performing any of its powers, authorities, dutie or functions; and (b) do anything reasonably necessary for passing across the Easement Site including: (i) entering the lot burdened; (ii) taking anything on to the lot burdened; and | | | | | | | • |
| 5.1 The Proprietor of the Lot Burdened grants the full, free and unimpeded right for the Proprietor of the Lot Benefited and any person authorised by the Proprietor of the Lot Benefited to enter, pass and re-pass over those parts of the lot burdened that are fire stairs and fire egresses at all times on fool only for the purposes of evacuation and emergency situations or for fire drills and exercises to gain access to fire escapes from the lots burdened and lot benefited. 5.2 In exercising those powers, the Proprietor of the Lot Benefited must cause as little damage as is practicable to the lot burdened and any improvemen on it and must not impede the use of the Easement Site by the Proprietor of the Lot Burdened. 6 Terms of Easement for Access Variable Width Limited in Stratum (E1) numbered 5 in the Plan 6.1 The Proprietor of the Lot Benefited and persons authorised by it may: (a) by any reasonable means pass across the Easement Site for the purpose of exercising or performing any of its powers, authorities, duties or functions; and (b) do anything reasonably necessary for passing across the Easement Site including: (i) entering the lot burdened; (ii) taking anything on to the lot burdened; and (iii) carrying out work with the Easement Site such as constructing, placing, repairing or maintaining trafficable surfaces, | | 4.3 | faci Pro | lities : prieto | specified in any strata ma r of the Lot Benefited and | anagement s | statement to which the |
| for the Proprietor of the Lot Benefited and any person authorised by the Proprietor of the Lot Benefited to enter, pass and re-pass over those parts of the lot burdened that are fire stairs and fire egresses at all times on fool only for the purposes of evacuation and emergency situations or for fire drills and exercises to gain access to fire escapes from the lots burdened and lot benefited. 5.2 In exercising those powers, the Proprietor of the Lot Benefited must cause as little damage as is practicable to the lot burdened and any improvemen on it and must not impede the use of the Easement Site by the Proprietor of the Lot Burdened. 6 Terms of Easement for Access Variable Width Limited in Stratum (E1) numbered 5 in the Plan 6.1 The Proprietor of the Lot Benefited and persons authorised by it may: (a) by any reasonable means pass across the Easement Site for the purpose of exercising or performing any of its powers, authorities, dutie or functions; and (b) do anything reasonably necessary for passing across the Easement Site including: (i) entering the lot burdened; (ii) taking anything on to the lot burdened; and (iii) carrying out work with the Easement Site such as constructing, placing, repairing or maintaining trafficable surfaces, | 5 | | | Right | to use Fire Stairs and Eg | gress (Whole | e of Lots) numbered 4 in |
| as little damage as is practicable to the lot burdened and any improvement on it and must not impede the use of the Easement Site by the Proprietor of the Lot Burdened. 6 Terms of Easement for Access Variable Width Limited in Stratum (E1) numbered 5 in the Plan 6.1 The Proprietor of the Lot Benefited and persons authorised by it may: (a) by any reasonable means pass across the Easement Site for the purpose of exercising or performing any of its powers, authorities, duties or functions; and (b) do anything reasonably necessary for passing across the Easement Site including: (i) entering the lot burdened; (ii) taking anything on to the lot burdened; and (iii) carrying out work with the Easement Site such as constructing, placing, repairing or maintaining trafficable surfaces, | | 5.1 | for the second of the second o | the Prieto prieto he lot y for tl | oprietor of the Lot Benefi r of the Lot Benefited to e burdened that are fire sta ne purposes of evacuatio exercises to gain access | ited and any enter, pass and irs and fire e on and emer | person authorised by the nd re-pass over those parts gresses at all times on foot gency situations or for fire |
| numbered 5 in the Plan 6.1 The Proprietor of the Lot Benefited and persons authorised by it may: (a) by any reasonable means pass across the Easement Site for the purpose of exercising or performing any of its powers, authorities, duties or functions; and (b) do anything reasonably necessary for passing across the Easement Site including: (i) entering the lot burdened; (ii) taking anything on to the lot burdened; and (iii) carrying out work with the Easement Site such as constructing, placing, repairing or maintaining trafficable surfaces, | | 5.2 | as l on i | ittle da it and | amage as is practicable to must not impede the use | the lot burd | ened and any improvement |
| (a) by any reasonable means pass across the Easement Site for the purpose of exercising or performing any of its powers, authorities, duties or functions; and (b) do anything reasonably necessary for passing across the Easement Site including: (i) entering the lot burdened; (ii) taking anything on to the lot burdened; and (iii) carrying out work with the Easement Site such as constructing, placing, repairing or maintaining trafficable surfaces, | 6 | | | | | able Width | Limited in Stratum (E1) |
| purpose of exercising or performing any of its powers, authorities, duties or functions; and (b) do anything reasonably necessary for passing across the Easement Site including: (i) entering the lot burdened; (ii) taking anything on to the lot burdened; and (iii) carrying out work with the Easement Site such as constructing, placing, repairing or maintaining trafficable surfaces, | | 6.1 | The | Propi | rietor of the Lot Benefited a | ind persons a | authorised by it may: |
| including: (i) entering the lot burdened; (ii) taking anything on to the lot burdened; and (iii) carrying out work with the Easement Site such as constructing, placing, repairing or maintaining trafficable surfaces, | | | (a) | purp | ose of exercising or perfor | | |
| (ii) taking anything on to the lot burdened; and (iii) carrying out work with the Easement Site such as constructing, placing, repairing or maintaining trafficable surfaces, | | | (b) | | | sary for passi | ng across the Easement Site |
| (iii) carrying out work with the Easement Site such as constructing, placing, repairing or maintaining trafficable surfaces, | | | | (i) | entering the lot burdened | d; | |
| placing, repairing or maintaining trafficable surfaces, | | | | (ii) | taking anything on to the | e lot burdene | ed; and |
| | | | | (iii) | placing, repairing or | maintaining | |
| | | | | | | | |

| Lengths are in mo | etres: | (Sheet 8 of 13 sheets) |
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| Plan: | | Plan of Subdivision of Lot 33 in DP |
| | | Covered ByDated |
| 6.2 | In exercising those powers, th authorised users must: | e Proprietor of the Lot Benefited and its |
| (a) | ensure all work is done properl | ly; |
| (b) | cause as little inconvenience a occupier of the lot burdened; | as is practicable to the owner and any |
| (c) | not impede the use of the Ease Burdened; | ement Site by the Proprietor of the Lot |
| (d) | cause as little damage as is pra improvement on it; | cticable to the lot burdened and any |
| (e} | restore the lot burdened as no condition; and | early as is practicable to its former |
| (f) | make good any collateral dama | age. |
| 6.3 | regulated by security measure agrees to provide the Propriet any security gate and other se Proprietor of the Lot Benefited | t access to the Easement Site may be s. The Proprietor of the Lot Burdened or of the Lot Benefited with access to curity device necessary to allow the and those authorised by the Proprietor e their rights under this easement (at |
| 7 Terms of | Right of Footway – Numbered | d 6 in Plan |
| 7.1 The | Proprietor of the Lot Benefited a | nd its authorised users may: |
| (a) | | using any disability device across the or all purposes but only within the |
| | | |

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| Lengths are in metres: | | | | (Sheet 9 of 13 sheets) | | |
| Plan: | | | | | Plan of Subdivision of Lo | t 33 in DP |
| | | | | | Covered By Dated | |
| | | (b) | | nything reasonably necess including: | ary for passing across the E | Easement |
| | | | (i) | entering the lot burdened | ; | |
| | | | (ii) | taking anything on to the | lot burdened; and | |
| | | | (iii) | | Easement Site such as constr ining trafficable surfaces, par | |
| 7 | '.2 | | | g those powers, the Propri users must: | etor of the Lot Benefited and | its |
| | | (a) | ensu | re all work is done properly; | | |
| | | (b) | | e as little inconvenience as pier of the lot burdened; | is practicable to the owner a | nd any |
| | | (c) | | e as little damage as is prac ovement on it; | ticable to the lot burdened a | nd any |
| | | (d) | make | good any collateral damag | e. | |
| 7 | 7.3 | agre mea Prop secu Lot l exer | ees that sures orietor urity ga Benef ccise t | at access to the Easement S . The Proprietor of the Lot I of the Lot Benefited and its ate and other security device ited and those authorised b | d its authorised users acknowlite may be regulated by seculorized agrees to provide authorised users with access necessary to allow the Proprietor of the Lot Benent (at the reasonable cost | rity the s to any rietor of the enefited to |
| 8 | | | | ent for Public Access Va the Plan | riable Width Limited in Str | atum (E3) |
| | Terr | ns to | be pro | ovided | | |
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| General Mar Newcastle C | | | | Delegate | | |

| Lengths a | are in me | tres: | (Sheet 10 of 13 sheets) |
|-----------|--------------------|---|---|
| Plan: | | | Plan of Subdivision of Lot 33 in DP |
| | | | Covered By Dated |
| 9 | | Easement for Use of Loading E4) numbered 8 in the Plan | Dock Variable Width Limited in |
| 9 | asso | | may use the loading dock and Lot in the Plan for the purposes of ods, articles, furniture and equipment. |
| | 9.2 In ex | ercising those rights, the Proprie | etor of the Lot Benefited must: |
| | (a) | any strata management st | thin and any rules made pursuant to catement to which the Proprietor of the prietor of the Lot Burdened are |
| | (b) | cause as little inconvenience a occupier of the lot burdened; a | as is practicable to the owner and any and |
| | (c) | make good any collateral dama | age. |
| | 9.3 | access to the Easement Site of The Proprietor of the Lot Burde the Lot Benefited with access device necessary to allow the Fauthorised by the Proprietor of | fited acknowledges and agrees that may be regulated by security measures. ened agrees to provide the Proprietor of to any security gate and other security Proprietor of the Lot Benefited and those if the Lot Benefited to exercise their the cost of Proprietor of the Lot |
| 10 | Terms of E | | th Limited in Stratum (E5) numbered 9 |
| | Term | ns to be provided | |
| 11 | Terms of E Plan | Easement for future services L | imited in Stratum numbered 10 in the |
| | Term | ns to be provided | |
| 12 | | Easement for use of shared pla I 11 in the Plan | nnt area Limited in Stratum (E6) |
| | Term | ns to be provided | |
| | nager/Autho | orised Delegate | |

| Lengths are in metres: | (Sheet 11 of 13 sheets) |
|------------------------|-------------------------------------|
| Plan: | Plan of Subdivision of Lot 33 in DP |
| | Covered ByDated |
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General Manager/Authorised Delegate Newcastle City Council

| Lengths are in metres: | (Sheet 12 of 13 sheets) |
|---|-------------------------------------|
| Plan: | Plan of Subdivision of Lot 33 in DP |
| | Covered By Dated |
| EXECUTED by EAST END STAGE 3 PTY LTD ACN 616 421 759 in accordance with Section 127 of the Corporations Act |)))) |
| Signature of Sole Director/secretary | |
| NAME (please print) | |

| Lengths are in metres: | (Sheet 13 of 13 sheets) |
|------------------------------------|-------------------------------------|
| Plan: | Plan of Subdivision of Lot 33 in DP |
| | Covered By Dated |
| MORTGAGEE: ANZ BANKING GROUP LIMIT | ED (AP343706) |
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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section

88B of the Conveyancing Act 1919 (Sheet 1 of 14 sheets)

Lengths are in metres:

| Plan: | Plan of Subdivision of Lot 40 in |
|--------------------------|----------------------------------|
| | DP |
| | Covered By |
| | Dated |
| Full manner and address. | Foot Food Otomo A Dholad |

Full name and address East End Stage 4 Pty Ltd of the owner of the Land ACN 616 421 768

Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s) bodies or Prescribed Authorities: |
|---|---|-------------------------------|---|
| 1 | EASEMENT FOR SUPPORT & SHELTER (WHOLE OF LOTS) | 41,42 | 41,42 |
| 2 | EASEMENT FOR SERVICES (WHOLE OF LOTS) | 41,42 | 41,42 |
| 3 | EASEMENT FOR ACCESS TO SHARED FACILITIES (WHOLE OF LOTS) | 41,42 | 41,42 |
| 4 | RIGHT TO USE FIRE STAIRS & EGRESS VARIABLE WIDTH (WHOLE OF LOTS) | 41,42 | 41,42 |
| 5 | RIGHT OF FOOTWAY VARIABLE WIDTH LIMITED IN STRATUM (E1) | 42 | 41 |

General Manager/Authorised Delegate Newcastle City Council

| Lengths are in metres: | (Sheet 2 of 14 sheets) |
|------------------------|-------------------------------------|
| Plan: | Plan of Subdivision of Lot 40 in DP |
| | Covered By Dated |

| Number of item shown 9in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s) bodies or Prescribed Authorities: |
|---|---|-------------------------------|---|
| 6 | EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (E2) | 42 | 41 |
| 7 | EASEMENT FOR USE OF LOADING DOCK VARIABLE WIDTH LIMITED IN STRATUM (E3) | 41 | 42 |
| 8 | EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN STRATUM (E4) | 41 | Newcastle City Council and every other lot |
| 9 | EASEMENT FOR USE VARIABLE WIDTH LIMITED IN STRATUM (E5) | 42 | Lot 21 DP 1269807 |
| 10 | EASEMENT FOR USE OF SHARED PLANT AREA VARIABLE WIDTH LIMITED IN STRATUM (E6) | 42 | 41 |

| Lengths are in metres: | (Sheet 3 of 14 sheets) |
|---|---|
| Plan: | Plan of Subdivision of Lot 40 in DP |
| | Covered By Dated |
| | |
| D 10/T | |
| Part 2 (Terr | ms) |
| 1. Definitions and Interpretation | |
| 1.1. Definitions | |
| In this instrument, unless the contrary intention appear meanings: | rs, the following terms have the following |
| Accessible Car Space means the car parking spaces car parking use. | in Lots and designated for accessible |
| Authority means a Government, Semi-Government Ministerial, Civil or authority or body which has the caregulations by statute. | |
| Easement Site in relation to an easement means the to that easement, or if no area is designated on the Pl or as otherwise specified in the corresponding ease | lan it means the whole of the lot burdened |
| Plan means the stratum plan of subdivision to which | this instrument relates. |
| Proprietor of the Lot Benefited means every personal corporation) who is at any time entitled to an estate or including without limitation any freehold, leasehold, the lot benefited and each part of the lot benefited and | r interest in the lot benefited estate or interest in possession in |
| (a) where, at any time, the Proprietor of the Lot Ber Authority constituted from time to time, its succ administrator of such Authority, any person app Authority to replace or administer such Authority such Authorities; and | cessors, permitted assigns, any pointed by or on behalf of the |
| (b) should the lot benefited be subdivided by a str corporation created on registration of the strate | |
| Services includes supply of water, gas, electricity, t communications, data and telecommunications infra of sewage, sullage and other fluid wastes. | |
| | |

| Lengths are in metres: | (Sheet 4 of 14 sheets) |
|------------------------|-------------------------------------|
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1.2.Interpretations

Unless context otherwise requires:

- (a) the singular includes the plural and conversely;
 - (b) a gender includes all genders;
 - (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (d) a reference to a person includes a body corporate, an unincorporated body or other entity and conversely;
 - (e) mentioning anything after include, includes or including does not limit what else might be included;
 - (f) clause, paragraph, schedule, or sub-clause means a clause, paragraph, schedule, or sub-clause respectively of these easements; and
 - (g) unless stated otherwise one provision does not limit the effect of another.

2. Terms of Easement for Support and Shelter (Whole of Lots) numbered 1 in the Plan

- 2.1. The Proprietor of the Lot Burdened grants full, free and unimpeded right for the Proprietor of the Lot Benefited:
 - to use for subjacent and lateral support of those part of the lot benefited as are capable of enjoying support such parts of the lot burdened as are capable of affording support; and
 - (b) to use for shelter for those parts of the lot benefited as are capable of being sheltered such parts of the lot burdened as are capable of affording shelter.
- 2.2. All ancillary rights and obligations reasonably necessary to make this easement effective apply in respect of this easement.

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2.3. This easement:

- (a) entitles the Proprietor of the Lot Benefited and persons authorised by it to enter the lot burdened to replace, renew or restore any support or shelter; and
- (b) subsists until the easement is extinguished.

3. Terms of Easement for Services (Whole of Lots) numbered 2 in the Plan

- 3.1. The Proprietor of the Lot Benefited and persons authorised by it may:
 - (a) use each lot burdened to provide Services to or from each lot benefited; and
 - (b) do anything reasonably necessary for that purpose, including:
 - (i) entering (and permitting persons authorised by it to enter) the lot burdened:
 - (ii) taking anything on to the lot burdened; and
 - (iii) carrying out work, such as penetrating walls, installing, constructing, placing, accessing, repairing, maintaining or replacing Services, pipes, poles, wires, cables, conduits, structures and equipment.
- 3.2. In exercising those powers, the Proprietor of the Lot Benefited and its authorised users must:
 - (a) ensure all work is done properly;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (d) not require access to the Lot Burdened during business hours or hours which would detrimentally affect the business carried on by the Proprietor of the Lot Burdened or the occupier of the Lot Burdened (except in an emergency);
 - (e) restore the lot burdened as nearly as is practicably to its former condition; and

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- (f) make good any collateral damage.
- 3.3. For the purposes of this easement, "Services" means only those Services that exist as at the date a final occupation certificate is issued for the building erected on the Burdened Lot.
- 4. Terms of Easement for Access to Shared Facilities (Whole of Lots) numbered 3 in the Plan
 - 4.1. The Proprietor of the Lot Benefited and persons authorised by it may:
 - (a) by any reasonable means enter upon and pass across each lot burdened for the purpose of accessing shared facilities; and
 - (b) do anything reasonably necessary for that purpose, including:
 - (i) entering (and permitting persons authorised by it to enter) the lot burdened;
 - (ii) using (and permitting persons authorised by it to use) the shared facilities;
 - (iii) taking anything on to the lot burdened; and
 - (iv) carrying out work to the shared facilities, such as constructing, placing, repairing, maintaining or replacing the shared facilities.
 - 4.2. In exercising those powers, the Proprietor of the Lot Benefited and its authorised users must:
 - (a) ensure all work is done properly;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (c) not unreasonably impede the use of the Easement Site by the Proprietor of the Lot Burdened;
 - (d) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (e) restore the lot burdened as nearly as is practicable to its former condition; and
 - (f) make good any collateral damage.

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4.3. For the purpose of this easement, "shared facilities" means the shared facilities specified in any strata management statement to which the Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened are members.

5. Terms of Right to use Fire Stairs and Egress (Whole of Lots) numbered 4 in the Plan

- 5.1. The Proprietor of the Lot Burdened grants the full, free and unimpeded right for the Proprietor of the Lot Benefited and any person authorised by the Proprietor of the Lot Benefited to enter, pass and re-pass over those parts of the lot burdened that are fire stairs and fire egresses at all times on foot only for the purposes of evacuation and emergency situations or for fire drills and exercises to gain access to fire escapes from the lots burdened and lot benefited.
- 5.2. In exercising those powers, the Proprietor of the Lot Benefited must cause as little damage as is practicable to the lot burdened and any improvement on it and must not impede the use of the Easement Site by the Proprietor of the Lot Burdened.

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- 6. Terms of Right of Footway (E1) Numbered 5 in Plan
 - 6.1. The Proprietor of the Lot Benefited and its authorised users may:
 - go, pass, and repass on foot or using any disability device across the lot burdened at all times and for all purposes but only within the Easement Site;
 - (b) do anything reasonably necessary for passing across the Easement Site, including:
 - (i) entering the lot burdened;
 - (ii) taking anything on to the lot burdened; and
 - (iii) carrying out work with the Easement Site such as constructing, placing, repairing or maintaining trafficable surfaces, pathways or structures.
 - 6.2. In exercising those powers, the Proprietor of the Lot Benefited and its authorised users must:
 - (a) ensure all work is done properly;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (d) make good any collateral damage.
 - 6.3. The Proprietor of the Lot Benefited and its authorised users acknowledges and agrees that access to the Easement Site may be regulated by security measures. The Proprietor of the Lot Burdened agrees to provide the Proprietor of the Lot Benefited and its authorised users with access to any security gate and other security device necessary to allow the Proprietor of the Lot Benefited and those authorised by the Proprietor of the Lot Benefited to exercise their rights under this easement (at the reasonable cost of Proprietor of the Lot Benefited).

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- 7. Terms of Easement for Access Variable Width Limited in Stratum (E2) numbered 6 in the Plan
- 7.1. The Proprietor of the Lot Benefited and persons authorised by it may:
 - by any reasonable means pass across the Easement Site for the purpose of exercising or performing any of its powers, authorities, duties or functions; and
 - (b) do anything reasonably necessary for passing across the Easement Site, including:
 - (i) entering the lot burdened;
 - (ii) taking anything on to the lot burdened; and
 - (iii) carrying out work with the Easement Site such as constructing, placing, repairing or maintaining trafficable surfaces, driveways or structures.
 - 7.2. In exercising those powers, the Proprietor of the Lot Benefited and its authorised users must:
 - (a) ensure all work is done properly;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (c) not impede the use of the Easement Site by the Proprietor of the Lot Burdened;
 - (d) cause as little damage as is practicable to the lot burdened and any improvement on it:
 - (e) restore the lot burdened as nearly as is practicable to its former condition; and
 - (f) make good any collateral damage.

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- 7.3. The Proprietor of the Lot Benefited and its authorised users acknowledges and agrees that access to the Easement Site may be regulated by security measures. The Proprietor of the Lot Burdened agrees to provide the Proprietor of the Lot Benefited with access to any security gate and other security device necessary to allow the Proprietor of the Lot Benefited and those authorised by the Proprietor of the Lot Benefited to exercise their rights under this easement (at the cost of Proprietor of the Lot Benefited).
- 8. Terms of Easement for Use of Loading Dock Variable Width Limited in Stratum (E3) numbered 7 in the Plan
 - 8.1. The Proprietor of the Lot Benefited may use the loading dock and associated lift and infrastructure in Lot __ in the Plan for the purposes of loading and unloading garbage, goods, articles, furniture and equipment.
 - 8.2. In exercising those rights, the Proprietor of the Lot Benefited must:
 - (a) comply with any provisions within and any rules made pursuant to any strata management statement to which the Proprietor of the Lot Benefited and the Proprietor of the Lot Burdened are members;
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened; and
 - (c) make good any collateral damage.
 - 8.3. The Proprietor of the Lot Benefited acknowledges and agrees that access to the Easement Site may be regulated by security measures. The Proprietor of the Lot Burdened agrees to provide the Proprietor of the Lot Benefited with access to any security gate and other security device necessary to allow the Proprietor of the Lot Benefited and those authorised by the Proprietor of the Lot Benefited to exercise their rights under this easement (at the cost of Proprietor of the Lot Benefited).

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9. Terms of Easement for Public Access Limited in Stratum (E4) numbered 8 in the Plan

- 9.1. The Proprietor of the Lot Benefited and its authorised users may by any reasonable means pass across the lot burdened at all times but only within the Easement Site.
- 9.2. In exercising those powers, the Proprietor of the Lot Benefited and its authorised users must
 - (a) comply with access requirements and rules made by the Proprietor of the lot burdened:
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (c) not impede the use of the Easement Site by the Proprietor of the lot burdened;
 - (d) cause as little damage as is practicable to the lot burdened and any Improvement on it;
 - (e) restore the lot burdened as nearly as is practicable to its former condition; and
 - (f) make good any collateral damage.

Newcastle City Council has the right to release, vary or modify this easement with the consent of the Proprietor of the Lot Burdened

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10. Terms of Easement for use Variable Width Limited in Stratum (E5) numbered 9 in the Plan

Terms to be provided

11. Terms of Easement for use of shared plant room Variable Width Limited in Stratum (E6) numbered 10 in the Plan

Terms to be provided



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| EXECUTED by East End Stage 4 Pty Ltd ACN 616 421 768 in accordance with Section 127 of the Corporations Act | |
| Signature of Director | |
| NAME (please print) | |

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