

This is a true copy of the Freehold Easement conditions contained in Memorandum Number 704567059 registered in the Department of Natural Resources and Mines, Titles Office

DEFINITIONS

1. In this Easement:
 - 1.1 "Acts" means the *Electricity Act 1994* and *Government Owned Corporations Act 1993* and any amendments to them or either of them or any Acts superseding those Acts.
 - 1.2 "Date of this Easement" means the execution date of the Easement by the Grantor.
 - 1.3 "Easement" means the rights granted by the Owner to QETC with respect to the Easement Land including but not limited to the terms and conditions contained in this Schedule.
 - 1.4 "Easement Land" means that portion of the Owner's land over which this Easement is granted.
 - 1.5 "Owner" means the Grantor together with its successors, successors in title and assigns. Where the term appears in Clauses 3, 4, 5, 6 and 7 it includes the servants, agents, employees, workmen and contractors of the Owner and other persons authorised by the Owner to use or enter upon the Easement Land.
 - 1.6 "QETC" means the Grantee, together with its successors and assigns and others authorised by it. Where the context permits, the term includes the servants, agents, employees, workmen, linesmen, contractors of QETC and other persons authorised by QETC to use or enter upon the Easement Land.
 - 1.7 "Electricity Works" means such works, apparatus, structures and things as QETC may in its absolute discretion consider appropriate as a means of conveying or transmitting electricity, telecommunications and other electromagnetic energy in all its forms, including conductors, cables, towers, aerials, poles, foundations, ground anchorages, supports and other associated or appurtenant works. The expression includes the Electricity Works existing on the Easement Land at the Date of this Easement or constructed on it after that date, and where the context permits it includes a reference to any part of the Electricity Works.

QETC'S RIGHTS

2. The Owner grants this Easement in perpetuity to permit QETC the right to:
 - 2.1 convey and transmit electricity, telecommunications and other electromagnetic energy in all its forms on, from, over, under and through the Easement Land by Electricity Works;
 - 2.2 enter upon and traverse the Easement Land, with vehicles, plant and equipment, if necessary, to exercise its rights under this Easement;
 - 2.3 construct Electricity Works on, over, under or through the Easement Land;
 - 2.4 inspect, maintain, repair or replace the Electricity Works;
 - 2.5 clear the Easement Land of trees, undergrowth or vegetation or any obstruction in the manner and by the means QETC considers appropriate;
 - 2.6 construct and maintain on the Easement Land such tracks, roads, gates, fences and other structures and works as QETC considers necessary;
 - 2.7 use so much of the Owner's land adjoining the Easement Land as is reasonably required to exercise its rights under this Easement;
 - 2.8 enter upon and traverse the Easement Land for the purposes of preventing or rectifying any infringement by the Owner of QETC's rights under this Easement; and

in granting these rights the Owner acknowledges that QETC may in connection with its use and enjoyment of this Easement, exercise such of its rights, powers, discretion and functions under the Acts, or any other Act or at law as it sees fit.

QETC'S OBLIGATIONS TO THE OWNER

3. QETC will, in exercising its rights pursuant to this Easement:
 - 3.1 cause as little inconvenience to the Owner as possible; and
 - 3.2 act reasonably.

QETC WILL COMPLY WITH SAFETY LAWS

4. 4.1 QETC will comply with all laws regarding the use of this Easement and the safety of persons upon the Easement Land.
- 4.2 QETC will not be liable for:
 - 4.2.1 the negligent acts or omissions of the Owner; or
 - 4.2.2 the acts or omissions of the Owner that are a breach of this Easement or of the law

and the Owner indemnifies QETC against any loss damage or cost made against or incurred by QETC as a result of or arising out of the Owner's negligent acts or omissions, breach of this Easement or of the law.

THINGS THE OWNER MUST NOT DO

5. The Owner must not:
 - 5.1 interfere with, damage or place at risk the Electricity Works, any other structures or works or plant, equipment, tools or material of QETC on or near the Easement Land;
 - 5.2 interfere with or obstruct QETC in the exercise or enjoyment of its rights and powers under this Easement; or
 - 5.3 where the Owner is the holder of a cane production area under the Sugar Industry Act 1999 or as amended from time to time over the Easement Land, grow sugarcane within ten (10) metres of any tower, base or pole upon the Easement Land.

THINGS THE OWNER MAY ONLY DO IF QETC CONSENTS

6. The Owner must not, or consent to allow another party to, after the Date of this Easement, without first obtaining the written consent of QETC:
 - 6.1 erect or place any buildings or structures or make any additions or alterations to any buildings or structures on the Easement Land;
 - 6.2 erect any fence that is higher than 3 metres on the Easement Land;
 - 6.3 place fill or other substance or carry out any works or do anything whatsoever on the Easement Land which would in any way reduce the clearance from ground level of the conductors or transmission lines below the minimum statutory clearance required from time to time for the voltage class of the transmission line on the Easement Land;
 - 6.4 cause or allow, except in the case of force majeure, the inundation of those parts of the Easement Land where any Electricity Works are erected or located or are proposed to be erected or located;
 - 6.5 lay any metal conduit or pipe within five (5) metres of the base of any tower, pole, foundation, ground anchorage or other means of support on the Easement Land;
 - 6.6 do any act or thing which jeopardises the foundations, ground anchorages, supports, the towers or poles, including (without limitation) excavate or remove any soil, sand or gravel within a distance of twenty (20) metres from the base of any tower, pole, foundation, ground anchorage or support on the Easement Land;

- 6.7 grow sugar cane on the Easement Land except as permitted as a holder of a cane production area as set out in clause 5.3 above;
- 6.8 plant upon the Easement Land trees whose size or height would in any way interfere with the statutory clearance that may exist from time to time; or
- 6.9 reside in or permit anyone to reside in or occupy any building, structure, caravan, or other accommodation (including temporary accommodation) which may be located on the Easement Land,

and QETC will not unreasonably withhold its consent but in granting any consent may impose reasonable conditions.

OWNER MAY USE EASEMENT

7. The Owner may use the Easement Land for any lawful purpose not inconsistent with the terms of this Easement and the rights granted to QETC.

INDEMNITY

8. QETC indemnifies the Owner against all actions, suits, proceedings, demands, costs, losses, damages and expenses arising out of or in respect of any act or omission of QETC in the use or attempted use of the Easement Land by QETC, except where such actions, suits, proceedings, claims, demands, costs, losses, damages or expenses arise as a result of any negligent act or omission of the Owner, breach of this Easement or of the law.

PUBLIC RISK

9. QETC will effect and keep current a public risk insurance policy in respect of this Easement and the use by QETC of the Easement Land for an amount which QETC considers appropriate to the public liability risk involved but in any event not less than TEN MILLION DOLLARS (\$10,000,000.00).

QETC WILL PAY COSTS

10. In addition to the consideration payable under this Easement, QETC will pay:
 - 10.1 the costs of the preparation, execution and registration on the relevant property title of this Easement;
 - 10.2 the Owner's reasonable legal and (if applicable) valuation costs;
 - 10.3 the cost of obtaining any consent or approval to this Easement or survey plan from any mortgagee or other party having an interest in the land affected by this Easement or by any authority having jurisdiction in respect of the Easement Land or survey; and
 - 10.4 the stamp duty and registration fees payable with respect to this Easement.

JOINT AND SEVERAL COVENANTS

11. Where there is more than one Owner, the covenants and agreements in this Easement are made by them jointly and severally.