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LICENCE AGREEMENT dated the 1st day of August 2008

BETWEEN the party referred to in the Schedule as the Licensor ('Licensor')

AND the party referred to in the Schedule as the Licensee ('Licensee')

RECITALS

- A The Licensor is the owner with the right to possession of the land and premises described in Item 1 of the Schedule ('the premises')
- B The Licensee uses part of the premises to operate a Primitive Camping Ground.
- C The parties wish to record the terms on which the premises are used by the Licensee.

OPERATIVE PART

LICENCE

- 1
 - 1.1 The Licensor grants to the Licensee a Licence for the term set out in Item 2 of the Schedule ('term') subject to the terms and conditions set out in this Agreement.
 - 1.2 The Licence includes the rights and privileges to operate a Primitive Camping Ground/Rest Area

NO TENANCY AGREEMENT

- 2 The grant of this Licence shall not in any way create in favour of the licensee any tenancy or any right in the nature of a tenancy.

LICENCE FEE

- 3
 - 3.1 The Licensee shall pay the Licensor a Licence fee in the sum set out in Item 3 of the Schedule.
 - 3.2 The Licence fee shall be paid annually in advance to the Licensor.

DUTIES OF LICENSEE

- 4
 - 4.1 The Licensee agrees with the Licensor that:

- 4.1.1 this Licence is personal to the Licensee and the Licensee will not assign or attempt to assign this Licence to any third person or other legal entity
 - 4.1.2 it will exercise its rights under this Licence solely at its own risk;
- 4.2 It will indemnify and keep indemnified the Licensor against all damages claims and expenses in respect of any loss or damage occasioned whether to property or persons by reason of the rights and privileges contained in this licence or the exercise of any of those rights;
 - 4.2.1 it will indemnify and keep indemnified the licensor against any breach by the Licensee of any statute, regulation or by-law in connection with the exercise or purported exercise of the rights and privileges under this Licence;
 - 4.2.2 it will not bring or leave on the land any offensive, hazardous or dangerous substance or thing or do anything on the land which may be or become a danger, nuisance, annoyance or inconvenience to the Licensor or any other person.
 - 4.2.3 it will, at its own expense, comply with all notices issued by any competent authority requiring any practice to be observed or work to be done on the land occasioned by reason only of the activities of the Licensee.

RATES AND CHARGES

5 The Licensor shall pay:

- 5.1 Local Government rates and charges levied on the premises including water use and garbage disposal charges.
- 5.2 Electricity charges of Amenities
- 5.3 Operational expenses including; Lawn Mowing, Septic tank maintenance and general repairs and maintenance of Amenities

PAYMENT FOR ACTIVITY

6 The Licensee shall pay for all services related to the activity including:

- 6.1 Promotion and Marketing
- 6.2 Cleaning of Amenities
- 6.3 Collection of any donations/monies received
- 6.4 Capital Improvements

6.5 Connection of electricity of powered sites if installed in the future

6.6 Any items not covered by Property Insurance such as graffiti removal

INSURANCES

- 7 7.1 The Licensee must keep current an insurance policy covering:
- 7.1.1 a public risk policy which provides for a minimum cover for each accident, claim or event in the amount of Twenty Million Dollars (\$20,000,000.00).
- and must produce to the Licensee, upon request, the policy and receipt for payment of the last premium.
- 7.2 The Licensor must keep current an insurance policy covering the replacement and reinstatement of the premises, and a public risk policy pertaining to the public space.

DEFAULT

- 8 8.1 The licensee will be in default under this Licence if:
- 8.1.1 The Licence fee or any other monies payable by the licensee to the licensor or any other person shall be unpaid for the space of fourteen (14) days after any of the days on which they are required to be paid provided that the Licensor has served on the Licensee written notice demanding that the Licence fee be paid.
- 8.1.2 It breaches any term or condition of this Licence.
- 8.2 If the Licensee is in default of this Licence then the licensor may:
- 8.2.1 determine this Licence by notice in writing to the Licensee;
- 8.2.2 demand immediate payment of any unpaid monies;

WAIVER

- 9 9.1 No waiver by the licensor of any of the obligations of the licensee under this Licence will be effective unless it is in writing signed by the licensor.
- 9.2 No waiver by the licensor of a breach of any obligation under this Licence shall operate as a waiver of any other breach.



TERMINATION

- 10 Immediately upon termination of this agreement for any reason, the Licensee agrees that it will remove fixture or fittings or any of its other property that may be upon the land from the land.

OPTION TO RENEW OR EXTEND

- 11 If the Licensee gives the Licenser not later than three (3) calendar months before the expiration of the term written notice of the Licensee's desire to obtain a renewal or extension of this Licence and if at the date of the giving of the notice the expiration of the term there are no existing or un-remedied breaches of this Licence then the Licenser will grant to the Licensee the Licence for a further period set out in Item 4 of the Schedule commencing on the day following the date of expiration of the term upon the same terms and conditions as this Licence save and except this clause.

GENERAL

12 12.1 GOVERNING LAW

This agreement will be interpreted with and governed by the laws in force in the State of New South Wales.

12.2 ENTIRE AGREEMENT

This agreement and Schedule constitute the entire agreement between the parties with regard to the subject matter of this agreement and supersede all prior or contemporaneous oral or written agreements or understandings of the parties.



SCHEDULE

Licensor: Warrumbungle Shire Council

Licensee: Binnaway Progress Association Inc.


Item 1 The licensed area: That part of the premises and land being Road Reserve along Castlereagh River, Castlereagh Avenue and Bullinda Street, and being the area shown on the sketch map attached hereto.


Item 2 Term: Twenty (20) years

Item 3 Licence fee: Nil


Item 4 Option/further period: Nil


EXECUTED for and on behalf of
BINNAWAY PROGRESS ASSOCIATION INC.


Signature of Authorised Person
BARBARA F. SWAN
Name
PRESIDENT
Office Held

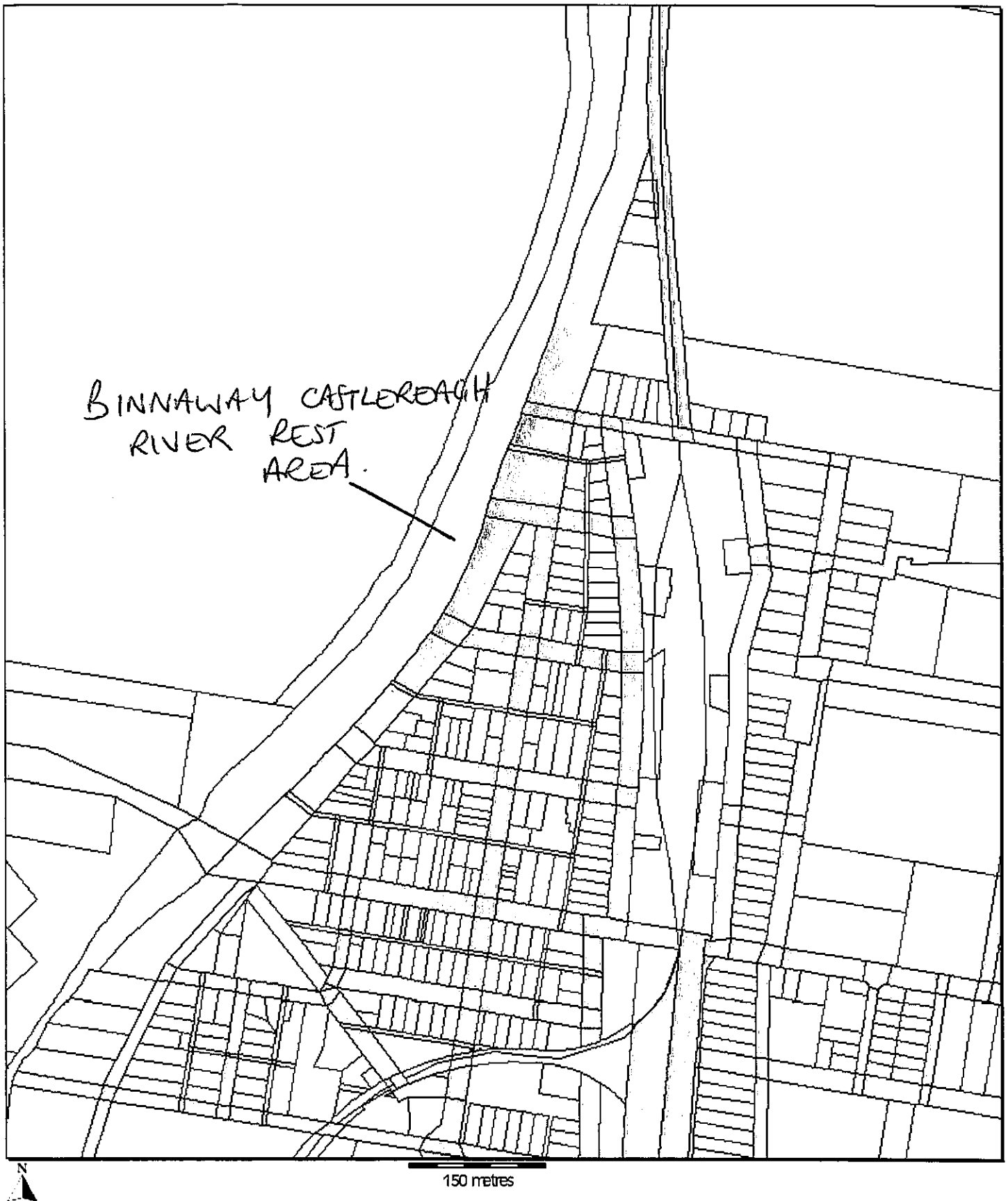

Signature of Authorised Person
GLENN HALLIDAY
Name
TREASURER
Office Held

EXECUTED for and on behalf of
WARRUMBUNGLE SHIRE COUNCIL


Signature of Authorised Person
R.J. CERRACHIA
Name
GENERAL MANAGER
Office Held


Signature of Authorised Person
P. Shinton
Name
MAYOR
Office Held

WARRUMBUNGLE SHIRE COUNCIL



Disclaimer

The above information has been provided in good faith. Every effort has been made to ensure its accuracy and completeness. The Warrumbungle Shire Council take no responsibility for errors or omissions nor any loss or damage that may result from the use of this information.

Council recommends that a formal Certificate 149 (2) should be obtained for all Zoning Information.

PCS