

Cadex Petroleum Pty Limited ACN 074 202 681
(Licensor) (You)

Newcastle Permanent Building Society Limited
ACN 087 651 992 **(Licensee) (Us)**

Licence Agreement for Automatic Teller Machine

Contents

PART A - MEANING OF WORDS	1
1. Definitions and interpretation.....	1
2. The Licence	2
PART B - LENGTH OF LICENCE	2
3. Starting and ending	2
4. Month to month licence.....	3
PART C - WHAT WE MUST PAY YOU	3
5. What we must pay you	3
6. You may charge us interest.....	3
7. Adjustments, errors.....	3
PART D - FEES	4
8. We must pay you fees	4
PART E - OUR OBLIGATIONS GENERALLY	4
9. We must obey the law	4
10. We must fix damage	4
11. Our dealings with the licence	4
12. Maintaining the premises and our property	4
13. When the licence ends	5
PART F - YOUR RIGHTS AND OBLIGATIONS	5
14. Your management.....	5
15. You must obey the law	5
16. You must maintain the land	5
17. We may do things on your behalf	5
18. Giving your consent or approval	5
19. Your ongoing responsibilities	5
20. Your dealings with the premises.....	6
PART G - REPAIRS OR BUILDING WORK.....	6
21. You may do any repairs or building work	6
22. When you do repairs or building work	6
23. If damaged or destroyed	6
24. If resumed.....	6
PART H - RISKS AND INSURANCE	7
25. We and you must have insurance	7

26. Release and indemnity	7
PART I - BREACH OF THE LICENCE.....	7
27. How we breach the licence	7
28. If we breach the licence	7
29. If you breach the licence	7
30. What you may do if we breach the licence	7
31. What we may do if you breach the licence	8
PART J - NOTICES	8
32. Notices to be in writing	8
33. Serving notices	8
PART K - EXCLUSIVE POSSESSION AND EXCLUSIVITY	9
34. We do not receive exclusive possession of the premises	9
PART L - INSTALLATION.....	9
35. Installation	9
PART M - OTHER MATTERS	9
36. No partnership	9
37. Individual and joint liability.....	9
PART N - STAMP DUTY AND LEGAL COSTS	9
38. Your legal costs	9
39. Our legal cost and stamp duty	10
PART O - WARRANTY	10
40. Your warranties:.....	10
PART P - LICENCE FEE VARIATION	10
41. Market rent review	10
42. Fixed annual increase	11
43. CPI review	12
PART Q - DEFAULT	12
44. Essential terms	12
45. Termination	12

Parties

Cadex Petroleum Pty Limited ACN 074 202 681

81 The Comenarra Parkway, Turramura NSW 2074 ("**Licensor ("You")**")

Newcastle Permanent Building Society Limited ACN 087 651 992

307 King Street, Newcastle NSW 2300 ("**Licensee ("Us")**")

Background

- A. **You** own the **land**.
- B. **You** have agreed to allow **us** to use the **premises** for the operation of an automatic teller machine, provided that **we** comply with this **licence**.

Agreed terms

PART A - MEANING OF WORDS

1. Definitions and interpretation

1.1 In the **licence**:

- (a) **we, us, and our** means Newcastle Permanent Building Society Limited. Where relevant, it includes **our** employees or agents.
- (b) **you, your** means the person described in **Item 1**. Where relevant, it includes **your** employees or agents, or any person **you** allow on the **premises**.

1.2 In the **licence**, the words marked in **bold** have the following meaning:

- (a) **guarantor** means the person(s) described in **Item 12**.
- (b) **Item** means any Item in the Reference Table.
- (c) **land** means the land in **Item 3** including any improvements thereon.
- (d) **licence** means this licence.
- (e) **premises** means the premises described in **Item 4** and includes **your** property within the premises.
- (f) **our property** means **our** property inside the **premises** and includes **our** fixtures, fittings, signs, equipment and goods, including the automatic teller machine itself.

1.3 In the **licence**:

- (a) a word or expression in the singular includes the plural and the plural includes the singular, and a person includes an individual and a corporation;
- (b) when the **licence** requires anything not to be done, this includes not

- allowing or permitting the thing to be done;
- (c) examples are descriptive only and not exhaustive; and
- (d) headings are for reference only and are not part of the actual **licence** terms.

2. The Licence

- 2.1 **We** can use the **premises** for the operation of an automatic teller machine on the terms set out in this **licence**.
- 2.2 **We** must obtain and keep current all consents and licenses necessary to lawfully use the **premises** for the operation of an automatic teller machine.
- 2.3 **You** must allow **our** agents, employees and maintenance personnel to enter the **premises** for purposes related to the operation of an automatic teller machine, at the times **we** or they require them to do so.
- 2.4 **You** must ensure that uninterrupted power supply (by minimum of a single standard power outlet) as required by the automatic teller machine is always available to the automatic teller machine.

PART B - LENGTH OF LICENCE

3. Starting and ending

- 3.1 **You** **licence** the **premises** to **us** for the initial term in **Item 5(1)**.
- 3.2 The **licence** begins on the starting date in **Item 6**. It ends at midnight on the expiry date in **Item 7**, unless it is terminated earlier.
- 3.3 Unless this **licence** is terminated prior to the expiry date in **Item 7**, **you** must grant **us** a licence for:
 - (a) the further term stated in **Item 5(2)**;
 - (b) commencing on the day after the expiry date stated in **Item 7**; and
 - (c) the same licence fee as set out in **Item 8** if **we** give **you** notice, not later than one (1) month prior to the expiry date stated in **Item 7** stating **we** require a **licence** for a further term.

If there is a further term stated in **Item 5(2)**, the licence for the further terms will be subject to the same covenants, agreements and provisions as contained herein, except for the following:

- (d) The Commencing Date in **Item 6** will be replaced with the following:
 - (i) in respect of the First Option Term – the date being the day after expiry of the of the Initial Term; and
 - (ii) in respect of the Second Option Term – the date being the day after expiry of the First Option Term.

- (e) The Expiry Date in **Item 7** will be replaced with the following:
 - (i) in respect of the First Option Term – the date being the day three (3) years after commencement of the First Option term;
 - (ii) in respect of the Second Option Term – the date being the day three (3) years after commencement of the Second Option term;
- (f) The Licence Fee in **Item 8** will be replaced with the amount calculated in accordance with clause 41 at the commencement of any further term and increased by reference to **CPI** in accordance with clause 43 on each anniversary thereafter.

4. Month to month licence

If **we** remain in the **premises** with **your** consent after the expiry date (other than under a new licence), **we** may occupy the **premises** as a monthly tenant on the same terms as at the expiry date except that **you** or **we** may end the **licence** on any day by giving a month's notice to the other party.

PART C - WHAT WE MUST PAY YOU

5. What we must pay you

- 5.1 **We** must pay **you** the licence fee in **Item 8** provided **you** send **us** monthly invoices for same and that **you** comply with clause 5.2.
- 5.2 If a goods and services tax or similar value added tax ("GST") is imposed on any supply under or in accordance with this **licence**, the amount payable for that supply is increased by the amount of that GST. The party seeking payment must provide a GST tax invoice (or any other thing required under any relevant legislation) in the form required, and in the time provided for, by the relevant legislation.
- 5.3 Despite clause 5.1, **we** do not have to pay **you** any licence fee for the period between the dates in **Item 9**.

6. You may charge us interest

- 6.1 If **we** are late in paying **you** any money, **you** may charge daily interest on it at a rate equal to the Westpac Indicator Lending Rate (or equivalent rate) on the day it was due.
- 6.2 **You** may only calculate the interest on any unpaid money from the day the unpaid money was due until the day it was paid.
- 6.3 **You** may not charge interest on the interest.

7. Adjustments, errors

- 7.1 Where any money **you** charge **us** is calculated over a period, and the **licence** starts or ends during that period, **you** must make any necessary proportional adjustment at a daily rate.
- 7.2 If either **we** or **you** prove an error in any money charged, **you** must correct it and make any necessary adjustment in **our** next monthly statement as soon as possible.

PART D - FEES

8. We must pay you fees

We must pay **you** the fee in **Item 8** in equal monthly installments, in advance within 14 days of the last day of each month, provided **you** send **us** monthly invoices for same and that **you** comply with clause 5.2.

PART E - OUR OBLIGATIONS GENERALLY

9. We must obey the law

We must obey any law that requires **us** to do anything concerning the **premises** or the automatic teller machine.

10. We must fix damage

We must fix as soon as practicable any damage **we** do to the **premises**. If **we** do not, **you** may fix the damage and **we** must reimburse **you** on demand for the reasonable cost incurred including, without limit, the excess on **your** insurance policy.

11. Our dealings with the licence

11.1 **We** must get **your** consent before **we** deal with the **premises** or **our** interest in the **premises** (for example, assigning or sub-licensing).

11.2 **You** must give **your** consent to an assignment if all of the following are obeyed:

- (a) **we** prove to **you** that the new person is capable of operating the automatic teller machine and is financially secure; and
- (b) **we** give the new person a copy of the disclosure statement (if any) given by **you** to **us** before the starting date of the **licence**, and any changes to it since that time.

11.3 **We** are not required to get **your** consent to a dealing with the **premises** in favour of a related body corporate of ours (as defined in the *Corporations Act 2001* (Cth) which is an authorised deposit taking institution as defined in the *Banking Act 1959* (Cth) provided:

- (a) **we** give **you** notice of the assignment; and
- (b) **we** pay the reasonable costs and expenses incurred by **you** as a consequence of the dealing.

12. Maintaining the premises and our property

12.1 **We** must keep the **premises** clean and tidy.

12.2 **We** must keep the **premises** in good condition except for fair wear and tear, including carrying out any repairs and fixing any damage **we** cause.

13. When the licence ends

When the **licence** ends:

- (a) **we** must remove the automatic teller machine, vacate the **premises** and give it back to **you** in the same condition (subject to fair wear and tear) as it was in at the date **we** took possession of the **premises** under the **licence**; and
- (b) **we** must make sure all **our property** is removed.

PART F - YOUR RIGHTS AND OBLIGATIONS

14. Your management

You must manage and operate the **land** in a professional and competent way.

15. You must obey the law

You must obey all laws that require **you** to do anything concerning the **land**.

16. You must maintain the land

You must keep the **land** clean, tidy and in good condition.

17. We may do things on your behalf

After giving **you** reasonable notice, **we** may carry out any of **your** obligations on **your** behalf if **you** do not carry them out on time (for example, if **you** do not do repairs). **You** must promptly reimburse **our** reasonable costs of doing this.

18. Giving your consent or approval

If **you** need to give **your** consent or approval, **you** must act promptly and must be fair and reasonable in giving or withholding it.

19. Your ongoing responsibilities

During the term of the **licence** **you** must:

- (a) allow uninterrupted access for **our** cash in transit supplier and maintenance provider including ensuring the service area around the automatic teller machine is kept clear at all times;
- (b) provide a single standard power outlet;
- (c) allow necessary access to provide relevant telecommunications to the automatic teller machine; and
- (d) at **your** expense, ensure ongoing supply of the appropriate electricity to the ATM, including the installation and connection of the electricity supply and communication connection to the automatic teller machine. This includes payment of all electricity charges associated with the operation of the automatic teller machine;

- (e) allow **us** and ensure any tenant of the premises allows us access to the automatic teller machine at any time we may require; and
- (f) allow **our** customers to have full and free access to the automatic teller machine at all times.

20. Your dealings with the premises

- 20.1 You must obtain **our** consent before **you** deal with the **premises** (for example, assigning). **Our** consent cannot be unreasonably withheld.
- 20.2 Notwithstanding any other provision of this **licence**, if **you** assign this **licence**, **you** must enter into a deed with the assignee, whereby the assignee agrees to enter into a new licence with **us** on the same terms and conditions as this **licence** and for the balance of the term or comply with the terms of this **licence** for the balance of the term.

PART G - REPAIRS OR BUILDING WORK

21. You may do any repairs or building work

You may do any repairs or maintenance to the **land**.

22. When you do repairs or building work

- 22.1 **You** must give **us** as much notice as is reasonably possible of any repairs, maintenance or building works to the **land**. **You** must cause as little obstruction to **our** use of the **premises** as is reasonably possible in the circumstances.
- 22.2 If **you** do any thing that is within **your** control and that **we** prove adversely affects **our** use of the **premises**, **you** must negotiate with **us** in good faith about reducing the licence fee payable by **us** and / or compensating **us** by a reasonable amount.

23. If damaged or destroyed

- 23.1 If the **land** or **premises** or both are damaged or destroyed or rendered inaccessible and as a result **our** or **our** customers' ability to use or access the **premises** is diminished, **we** may request **you** to repair the damage. Meanwhile, **we** must continue to use any part of the **premises** that is useable, safe and accessible and to obey the **licence** as far as possible.
- 23.2 If **you** do not rebuild the **land** and/or **premises** within a reasonable time after **we** ask or if **you** decide not to rebuild any of them, **you** or **we** may end the **licence** by notice to the other.
- 23.3 **We** are not liable to pay **you** compensation if the **premises** or **land** are damaged or destroyed or if the **licence** is ended as a result, but **we** can reduce the licence fees and any other money by a reasonable amount depending on the type and extent of the damage or destruction until the **premises** are again fit for use or the **licence** is ended.

24. If resumed

If a competent authority resumes the **premises** or the **land**, and this makes the **premises** unfit for **our** use, then **you** or **we** may end the **licence** by notice to the other.

PART H - RISKS AND INSURANCE

25. We and you must have insurance

- 25.1 **We** must have a public liability insurance policy for the amount in **Item 10** for the automatic teller machine or **our** interest in the **premises**. **We** may insure under a blanket policy covering more than one property.
- 25.2 If **you** ask, **we** must give **you** evidence of **our** insurance.
- 25.3 **You** must keep the **land** and **your** interest in the **premises** insured for all insurable risks. **You** may insure under a global policy covering more than one property.
- 25.4 If **we** ask, **you** must give **us** evidence of **your** insurance.

26. Release and indemnity

- 26.1 **We** occupy and use the **premises** at **our** own risk. **We** also carry out building work in the **premises** at **our** own risk.
- 26.2 **You** release **us** from any claim, action, demand, cost, liability or loss due to any damage, loss, injury, or death, occurring in the **premises** or the **land**, except to the extent that we cause this by any act, omission or negligence.

PART I - BREACH OF THE LICENCE

27. How we breach the licence

We breach the **licence** if **we** disobey any term of the **licence** including if **we** do not pay **you** on time any of the fees payable under the **licence**.

28. If we breach the licence

If **we** breach the **licence**, **you** must give **us** notice (this may be a demand for fees) requiring **us** to remedy the breach within 14 days or a reasonable time.

29. If you breach the licence

If **you** breach the **licence**, **we** must give **you** notice requiring **you** to remedy the breach within 14 days or a reasonable time.

30. What you may do if we breach the licence

If **we** breach the **licence** and do not remedy it as required, **you** may do any one or more of the following:

- (a) end the **licence**;
- (b) recover from **us** any loss **you** suffer;
- (c) remedy the breach at **our** cost; or
- (d) exercise any of **your** other legal rights.

31. What we may do if you breach the licence

If:

- (a) **you** breach the **licence** and do not remedy it as required; or
- (b) **you** are a natural person and become bankrupt, commit an act of bankruptcy or the estate of **you** is brought within the operation of any law relating to bankruptcy; or
- (c) **you** are a corporation and:
 - (i) an order is made or resolution is passed to wind **you** up; or
 - (ii) an order is made or a meeting is called for the appointment of an administrator, provisional administrator, liquidator, provisional liquidator, receiver, receiver and manager, or an inspector to **you**; or
 - (iii) an administrator, provisional administrator, liquidator, provisional liquidator, receiver, receiver and manager, or inspector is appointed to **you**; or
 - (iv) any act or event mentioned in section 461(1)(a) to (k) of the *Corporations Act 2001* (Cth) occurs in relation to **you**,

we may do any one or more of the following:

- (d) end the **licence**;
- (e) recover from **you** any loss **we** suffer;
- (f) remedy the breach at **our** cost; or
- (g) exercise any of **our** other legal rights.

PART J - NOTICES

32. Notices to be in writing

A notice required by the **licence** must be in writing.

33. Serving notices

33.1 **We** may serve a notice on **you** by:

- (a) giving it to **you** personally; or
- (b) leaving it at or posting it, or faxing it to **your** registered office or **your** business address or **your** home address as last known to us.

33.2 **You** may serve a notice on **us** by leaving it at or posting it to, or faxing it to **our** registered office stated in **Item 2**.

33.3 For the avoidance of doubt, even if **your** email address is stated at Item 1 it is included for convenience only. **We** may not serve a notice on **you** by email.

- 33.4 For the avoidance of doubt, even if **our** email address is stated at Item 2 it is included for convenience only. **You** may not serve a notice on **us** by email.

PART K - EXCLUSIVE POSSESSION AND EXCLUSIVITY

34. We do not receive exclusive possession of the premises

- 34.1 **You** grant to **us** a right of possession of the **premises**. **You** are also entitled at all times to possession of the **premises** provided **you** do not prevent **us** from enjoying the benefits of the **licence** and that **you** do not damage, open or interfere in any way with the automatic teller machine including any customer use of same.
- 34.2 **We** are a licensee only and do not obtain any direct interest in the **land**.
- 34.3 **You** will not permit the installation of an automatic teller machine in the **land** by any other person.

PART L - INSTALLATION

35. Installation

- 35.1 **We** must obtain **your** approval of the exact location and dimensions of the automatic teller machine. **You** must act reasonably in granting or withholding **your** approval under this clause.
- 35.2 **We** must, at **our** expense, arrange for the installation of the automatic teller machine.
- 35.3 Whilst **you** are responsible for payment of any electricity charges, **we** will pay all telecommunications charges in respect of the automatic teller machine.

PART M - OTHER MATTERS

36. No partnership

We do not enter into a partnership or joint venture with **you** because of this **licence**.

37. Individual and joint liability

If 2 or more persons are described in **Item 1** each person is liable for their obligations individually and together with each person in that **Item**.

PART N - STAMP DUTY AND LEGAL COSTS

38. Your legal costs

You must pay **your** legal costs for this **licence**.

39. Our legal cost and stamp duty

We must pay our legal costs for this **licence** and stamp duty (if applicable) on this **licence**.

PART O - WARRANTY

40. Your warranties:

You warrant that

- (a) You own the **land** and are authorised to grant the **licence**;
- (b) [If you are a current tenant or licensee of the land then insert] There are no past or present unremedied breaches of the **lease/licence** jeopardising the continuation of the **licence**;
- (c) [If you are a current tenant or licensee of the land then insert] You will not breach the **lease/licence** in the future in any way jeopardising the continuation of the **licence**;
- (d) [If you are a current tenant or licensee of the land then insert] The **lease/licence** does not expire before the expiry date of this **licence**; and
- (e) You will obtain the consent of any lessee or mortgagee to the land for this **licence**.

PART P - LICENCE FEE VARIATION

41. Market rent review

- 41.1 If a date or dates are included at **Item 11(a)**, the licence fee payable under clause 5.1 must be reviewed to the Current Market Rent on those dates in accordance with the requirements of this clause.
- 41.2 The Current Market Rent of the **premises** is the amount agreed in writing between the parties. If the parties are unable to agree on an amount by the date which is 1 month before the date specified in **Item 11(a)**, the Current Market Rent is the amount determined by a Specialist Retail Valuer.
- 41.3 The Specialist Retail Valuer referred to in clause 41.2 is to be appointed by agreement between the parties, or failing agreement, by the Tribunal.
- 41.4 A Specialist Retail Valuer must take into account the following matters in determining the Current Market Rent:
 - (a) the provisions of the **licence**;
 - (b) the fee that would reasonably be expected to be paid for the premises if it were unoccupied and offered for renting for the same or a substantially similar use to which the **premises** may be put under the **licence**;
 - (c) concessions and other benefits that are frequently or generally offered to prospective licensees of unoccupied premises; and

- (d) any written submissions by the parties, which are to be provided to the Specialist Retail Valuer within 14 days of his or her appointment.
- 41.5 A Specialist Retail Valuer must not take into account the following matters in determining the Current Market Rent:
 - (a) the value of goodwill created by **our** occupation; or
 - (b) the value of **our** fixtures and fittings on the **premises**.
- 41.6 (a) A valuation by a Specialist Retail Valuer under clause 41 must:
 - (i) be in writing;
 - (ii) contain reasons for the determination;
 - (iii) specify the matters to which the Specialist Retail Valuer had regard or had disregarded, their respective weighting and any other adjustments; and
 - (iv) not disclose information identifying other licences or parties to other licences or relating to the business of parties to other licences, unless they are licences between the parties to this **licence** or licences the parties to which have consented to the disclosure of the information.
- (b) Each party must pay the costs of the valuation in equal shares.
- 41.7 The Specialist Retail Valuer must make his or her determination not later than 1 month after receiving the information referred to in section 19(1)(d) of the Act. If the Specialist Retail Valuer has requested that **you** provide information under section 19(1)(d) of the Act, the Specialist Retail Valuer must make his or her determination not later than 14 days after receiving the information from **you**.
- 41.8 The determination of the Specialist Retail Valuer is final and binding on the parties, subject to review under section 32A of the Act. The Specialist Retail Valuer acts as an expert, not as an arbitrator.
- 41.9 Pending the Specialist Retail Valuer's determination, **we** must pay the monthly licence fee which was payable immediately before the date specified in **Item 11(a)**.
- 41.10 On receipt of the Specialist Retail Valuer's determination, the parties must adjust the Current Market Rent as determined by the Specialist Retail Valuer, and any underpayment or overpayment must be made on the next due date for the payment of the licence fee. If the Specialist Retail Valuer's determination is reviewed under section 32A of the Act, the parties must adjust the varied or affirmed Current Market Rent, and any underpayment or overpayment must be made on the next due date for the payment of the licence fee.
- 42. Fixed annual increase**
- 42.1 If a date or dates are included at **Item 11(b)**, the licence fee which is payable under clause 5.1 must be increased in accordance with this clause.
- 42.2 On each date specified in **Item 11(b)**, the licence fee increases by the same percentage as the percentage amount specified against that date in **Item 11(b)**.

43. CPI review

- 43.1 If a date or dates are included at **Item 11(c)**, the licence fee which is payable under clause 5.1 must be increased in accordance with this clause.
- 43.2 On each date specified in **Item 11(c)**, the licence fee increases by the same proportion as the Price Index published most recently before that date has increased over the Price Index published most recently before the date of commencement of the licence or previous anniversary of the commencing date, whichever is the later.
- 43.3 If the method of calculating the Price Index is altered (for instance by removing a component which formerly comprised part of the material for calculating the Index) then, if possible, the Price Index must be calculated as if that change had not occurred.
- 43.4 If the Price Index is discontinued or abolished or is altered such that **you** acting reasonably are not able to accurately assess changes in the cost of living by reference to that Index (in relation to which the opinion of **you** is conclusive) the licence fee which is payable under clause 5.1 increases by 5% on each date specified in **Item 11(c)**.

PART Q - DEFAULT

44. Essential terms

- 44.1 Each obligation to pay money, and the obligations in Part E and F (including clause 19) are essential terms of this lease. Other obligations under this lease may also be essential terms.

45. Termination

- 45.1 Either party may terminate this licence (**Non-defaulting Party**) by giving the other party (**Defaulting Party**) notice if:
- (a) the Defaulting Party does not comply with an essential term of this licence; or
 - (b) the Defaulting Party does not comply with an obligation under this lease (which is not an essential term) and, in the Non-defaulting Party's reasonable opinion:
 - (i) the non-compliance can be remedied, but the Defaulting Party does not remedy it within a reasonable time after a notice to remedy is given; or
 - (ii) the non-compliance cannot be remedied or compensated for; or
 - (iii) the non-compliance cannot be remedied but the Non-defaulting Party can be compensated and the Defaulting Party does not pay the compensation for the breach within a reasonable time after a notice to pay is given; or
 - (iv) the Defaulting Party becomes Insolvent.

REFERENCE TABLE

Item 1 Licensor (You) (clause 1.1)

Name: Cadex Petroleum Pty Limited ACN 074 202 681
Address: 81 The Comenarra Parkway, Turramura NSW 2074
Telephone:
Facsimile:
Email:

Item 2 Licensee (Us) (clause 1.1)

Name: Newcastle Permanent Building Society Limited ACN 087 651 992
Address: 307 King Street Newcastle NSW 2300
Telephone: 13 19 87
Facsimile: (02) 4927 4480
Email: property@npbs.com.au

Item 3 Land (clause 1.2)

That part of the land, buildings and fixtures known as 187 Lang Street, Kurri Kurri NSW 2327 being Folio Identifier A/320213.

Item 4 Premises (clause 1.2)

That part of the **land** known as "ATM Site" as depicted in attached plan being an area of approximately 1 square metres.

Item 5 Term of Licence (clause 3.1 and clause 3.3)

- (1) Initial term: Six (6) years
IF APPLICABLE (insert clause 3.3 above also)
- (2) Further term:
- (a) First Option Term
Three (3) years; and
 - (b) Second Option Term
Three (3) years.

Item 6 Starting Date (clause 3.2)

The date being the day after completion actually occurs under the contract for sale between the Licensee (as Vendor) and the Licensor (as Purchaser) for the Land.

Item 7 Expiry Date (clause 3.2)

The date being Six (6) years from the Starting Date.

Item 8 Licence Fee (clause 5.1)

Licence fee for Initial Term

Year 1 \$7,500.00 per annum (exclusive of GST)

Year 2 Year 1 licence fee Initial Term increased by CPI as per clause 43

Year 3 Year 2 licence fee Initial Term increased by CPI as per clause 43

Year 4 Year 3 licence fee Initial Term increased by CPI as per clause 43

Year 5 Year 4 licence fee Initial Term increased by CPI as per clause 43

Year 6 Year 5 licence fee Initial Term increased by CPI as per clause 43

Licence fee for Further Terms

On the commencing date of any Further Term the licence fee will be calculated in accordance with clause 41 and increased by reference to CPI in accordance with clause 43 on each anniversary thereafter.

Item 9 Licence Fee Free Period (clause 5.3)

Not Applicable

Item 10 Public Liability Insurance (clause 25.1)

Twenty million dollars (\$20,000,000.00)

Item 11 Rent Review (clauses 41, 42 and 43)

- (1) Market Rent Review Dates
 On the commencement of any Further Term

- (2) CPI Review Dates
 On each anniversary following the Starting Date of the Initial Term and on each
 anniversary following or the commencement date of any Further Term.

Item 12 Guarantor

Not Applicable

Executed on

2017

EXECUTED by Cadex Petroleum Pty Limited
ACN 074 202 681 in accordance with section
127 of the *Corporations Act 2001*:

Signature:

Signature:

Name:
PLEASE PRINT

Director

Name:
PLEASE PRINT

Director/Secretary *

* Delete as appropriate

SIGNED on behalf of **Newcastle Permanent**
Building Society Limited ACN 087 651 992
by its attorney under power of attorney
registered in the office of the Registrar General
(NSW) Book.4667 No. 267 the presence of:

Signature:

Signature:

Name:
PLEASE PRINT

Witness

Annexure D – ATM location plan

SHOP 2, 189 LANG ST. KURRI
FLOOR PLAN - *NOT TO SCALE
*ALL MEASUREMENTS APPROX.

RETAIL SPACE - 70 sq.m.



