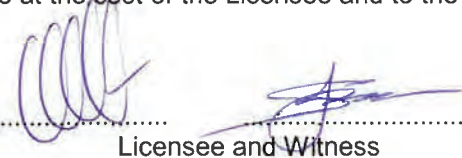


LICENCE  
BETWEEN  
ROADS AND MARITIME SERVICES  
AND  
WALTER ELLIOTT HOLDINGS PTY LTD  
(THE LICENSEE)  
SCHEDULE A  
TERMS AND CONDITIONS

1. The Licence Agreement is for a 12 month period commencing on the date as notified in Item 4 of Schedule B with provision for holding over on a 12 month basis.
2. The Licensor may revoke this Licence at any time by notice in writing served either upon the Licensee at its usual place of business or left upon the said premises.
3. The Licensee may terminate this Licence at any time by notice in writing served upon the Licensor at its usual place of business.
4. The Licensee will at all times during the continuance of this Licence (including any extension or renewal hereof or holding over hereunder) effect and keep current a public risk insurance policy bearing an endorsement whereby the indemnity under the policy is extended to include claims arising out of or in connection with this Licence, such policy to be for an amount of not less than ten million dollars (\$10,000,000.00) in respect of any single accident, or any other reasonable amount as the Licensor may notify the Licensee from time to time in writing. Roads and Maritime Services is to be noted as an interested party on this policy. Evidence that the insurance policy is current will need to be provided annually to the Licensor. A copy of the renewed policy is to be forwarded to Roads and Maritime annually.
5. The Licensee shall at all times during the continuance of the Licence well and sufficiently indemnify and keep indemnified the Licensor and its successors against all actions proceedings claims and demands costs damages and expenses whatsoever in respect of any and every accident happening injury or damage caused or occasioned by reason of the use and occupation of the above mentioned premises or the exercise of the expressed or implied rights authorities and powers hereby granted to the Licensee and his invitees on or about the above mentioned premises.
6. The Licensor shall be at liberty at any time by itself its agents or employees to enter and remain upon the said land and to execute any work thereon or for any other purpose whatsoever and this Licence shall not be deemed to be an exclusive Licence.
7. The Licensee shall fully observe and fulfil all such directions and instructions as to the exercise of his rights as are provided for herein or communicated to him in writing signed by an authorised officer of the Licensor.
8. The Licensee will not, without the consent of the Licensor or its Authorised Officer in writing, having been first obtained, erect, post, paint or otherwise affix or allow to be erected, posted, painted or otherwise affixed any hoarding, poster, advertisement or other advertising media on the premises to which this Licence applies.
9. All rates, taxes, charges or impositions whatsoever now or hereafter payable in respect of the said premises or of the user or of the occupation or of any service or supply to the said premises shall be payable by the Licensee. Access to any such service or supply is to be at the discretion of the Licensor.
10. At all times the premises are to be kept in a clean and tidy condition by and at the cost of the Licensee to the satisfaction of the Licensor.
11. At the termination of this Licence the Licensee shall peacefully surrender and yield up to the Licensor the premises in a clean and tidy condition to the satisfaction of the Licensor and the Licensee shall, if required by the Licensor, reinstate the changed infrastructure at the cost of the Licensee and to the satisfaction of the Licensor.

  
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Licensor and Witness

  
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Licensee and Witness

12. The Licensee shall on the signing of this Licence deposit with the Licensor the sum indicated at Item 6 of the Reference Schedule which sum will be held by the Licensor (but without prejudice to the Licensor's other remedy hereunder) as security for the due observance and performance of the conditions herein contained with full power to appropriate the same or any part thereof to make good any loss which the Licensor may sustain by reason of any breach of the said conditions or any of them.
13. Under no circumstances shall this Licence be deemed a Tenancy Agreement or lease and it is expressly agreed between the Licensor and the Licensee that it shall in no event ever be deemed to create the relationship of landlord and tenant between them.
14. The Licensee covenants at its own expense to comply with the requirements of any Statute, Regulation or Ordinance affecting or relating to or in any way arising out of or in connection with the Licensee's use and occupation of the demised premises and with all requirements which may be made or notices or orders which may be given by any governmental, semi governmental, city, municipal, licensing or any other authority having jurisdiction or authority in respect of the premises.
15. The Licensor confers on the Licensee the right to occupy the property for the purposes specified in Item 3 of Schedule B. The Licensee will not use the property or allow the property to be used for any other purpose other than the purposes specified in Item 3 of Schedule B. The Licensee will not reside or allow any other person to reside on the property.
16. The Licensee will not at any time during the term of this Licence carry on or permit to be carried on the property any noxious nuisance or offensive trade or business. Neither is it permitted to perform any act matter or thing that results in nuisance damage or disturbance to the Licensor or owners or occupiers of adjoining or neighbouring lands or buildings. Nor is it permissible to use the property for any illegal activity.
17. The Licensee will pay to the Licensor (or their representative Finance Manager, Northern Region) the administration fee specified in Item 5 of Schedule B and any other charges levied by this licence on the commencement date and thereafter pay the fees and charges by the due date in advance. Note that the administration fee and any other charges levied by this licence may be reviewed annually on renewal.
18. The Licensee will arrange for payment for charges as and when due to the Licensor or to any other person or authorised body to supply existing services for water and electricity supplied to or consumed in or on the property. Subject to the Licensor's discretion, the Licensor will arrange to have to new services connected.
19. The Licensee will not at any time during the term of this Licence transfer or create any interest in this licence or authorise or permit any other person to occupy the property.
20. The Licensee will not construct, effect, erect, undertake, or move to or from the property any building, structure, facility or work.
21. The Licensee will not at any time during the term of this Licence cultivate the land, clear the land of trees and native vegetation, remove extract dig up or excavate any material on the property without the prior written consent of the Licensor. Any existing fire breaks will be maintained by the Licensee.
22. The Licensee will comply with the provisions of the Soil Conservation Act 1938 and take steps to eradicate and control all noxious plants, noxious animals, and noxious insects on the property that may be required by law to eradicate or control.
23. The Licensee will maintain any fencing including gates in effective repair during the term of this Licence. The Licensee will not at any time during the term of this Licence overstock the whole or part of the property.
24. Should the Licensee fail to comply with any of these conditions or any requirement of the Licensor as provided then this licence shall be revoked.

  
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Licensor and Witness

  
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Licensee and Witness

LICENCE  
BETWEEN  
ROADS AND MARITIME SERVICES  
AND  
**Walter Elliott Holdings Pty Ltd**  
(THE LICENSEE)

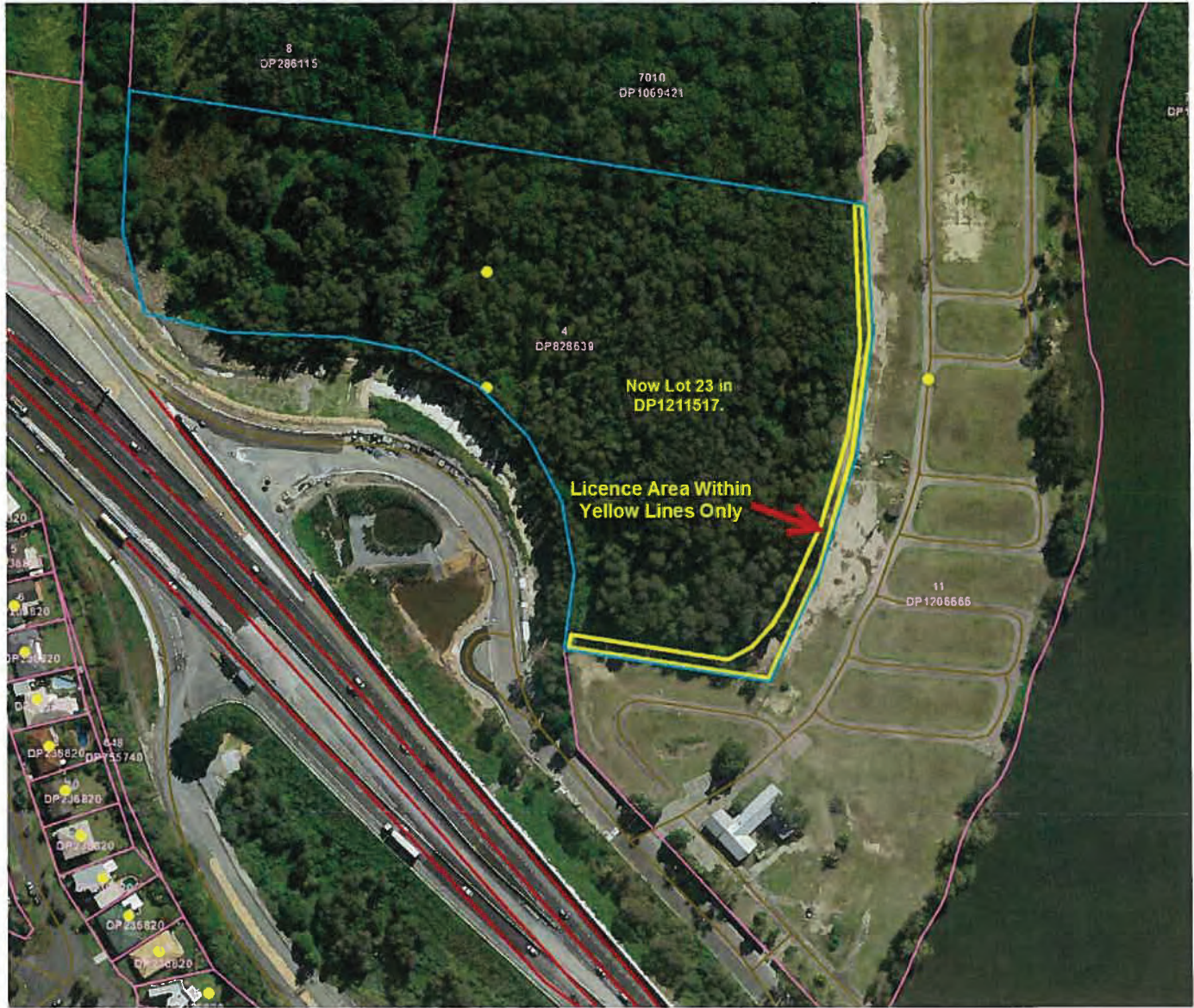
SCHEDULE B  
REFERENCE SCHEDULE

- ITEM 1 (Licensee) **Walter Elliott Holdings Pty Ltd**  
(Address) **P.O Box 10479  
Southport BC  
QLD 4215**  
(Phone Number - Home) (07) 5552 1314  
(Phone Number - Work)  
(Phone Number - Mobile)
- ITEM 2 Property – **Part Lot 23 DP1211517 with an area of approximately 0.2 Hectares**
- ITEM 3 Use – **Maintenance**
- ITEM 4 Commencement Date: **Date of execution**
- ITEM 5 **Administration fee of \$Nil (inclusive of GST) per annum.**
- ITEM 6 Security Deposit - Nil
- ITEM 7 Special conditions – **The licensee is permitted to only access and use the non-vegetated area as shown within the yellow lines on the attached Licence Area Diagram.**

  
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Licenser and Witness

  
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Licensee and Witness

**LICENCE AREA:**



Area subject to Licence: Part Lot 23 in DP1211517 as shown highlighted within yellow line and excludes any vegetated land outside this area.

*[Signature]*  
Licensor and Witness

*[Signature]*  
Licensee and Witness