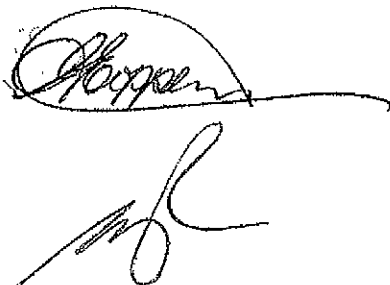



# Appendix D

LICENCE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2009  
between NARRANDERA SHIRE COUNCIL of 141 East Street Narrandera (hereinafter  
called "Council") of the One Part and 8 E.F.T.S. ASSOCIATION INCORPORATED  
(INC9884900) of 27 May Street Narrandera (hereinafter called "EFTS") of the Other Part  
WHEREBY Council agrees to grant to EFTS a non-exclusive Licence to use and occupy the  
building known as Tiger Moth Memorial (hereinafter called "Memorial Building") being a  
building in Narrandera Park, Narrandera subject to the following terms and conditions:-

1. The Licence period shall be twenty (20) years commencing 1 January 2009.
2. During the period of the Licence EFTS shall pay to Council a Licence Fee of \$1.00 per annum payable in advance.
3. EFTS must use the premises as a Tiger Moth Memorial and associated activities and not for any other purpose.
4. EFTS must keep current an insurance policy covering liability to the public in an amount not less than TEN MILLION DOLLARS (\$10,000,000.00) or such other amount as Council may stipulate from time to time.
5. EFTS agrees to compensate and meet all claims of any person for the loss of or damage to their personal property and any person for personal injury or death as a result of any accident or neglect or a deliberate or careless act on or about the Memorial Building by EFTS its members agents or employees or any person present on or about the Memorial Building with the consent of EFTS its members agents or employees.
6. EFTS agrees to maintain all furniture and equipment on the Memorial Building in a clean working and undamaged condition and in the event of any equipment or installation not being in a good proper and safe condition it must be removed from the Memorial Building unless promptly fixed.
7. EFTS shall not assign or transfer the benefit of this Licence Agreement or transfer or assign any interest therein to any person whatsoever without prior written consent from Council.
8. EFTS shall not permit or use or suffer to be permitted or used the Memorial Building for any noxious, noisome, offensive or illegal act nor do permit or suffer any act,




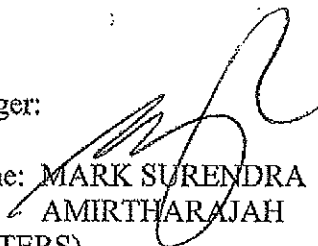
Gayle S. Murphy  


- matter or thing whatsoever in the Memorial Building which shall or may become a nuisance, grievance, annoyance or disturbance to any person on any neighbouring land.
9. During the term of this Licence EFTS must operate the Memorial Building in a manner consistent with the core objectives set out from time to time in the Plan of Management for Narrandera Park.
  10. Either party may terminate or end this Licence by giving to the other three (3) months prior notice in writing.
  11. If EFTS is in breach of any of the conditions of this Agreement and does not rectify such breach within twenty-one (21) days of notice from Council demanding rectification of any such breach then Council may immediately thereafter terminate this Agreement.
  12. EFTS hereby acknowledges that it occupies the Memorial Building as Licensee only and that it acquires no estate right or interest in the same other than as Licensee and that Council may exercise a right of entry for inspection repair or cleaning purposes at all reasonable times and for that purpose may hold all necessary keys to obtain access.
  13. Any notice or document relating to this Licence Agreement is served if it is served in any manner provided in Section 170 of the Conveyancing Act 1919; and is served on EFTS if it is left at the Memorial Building.

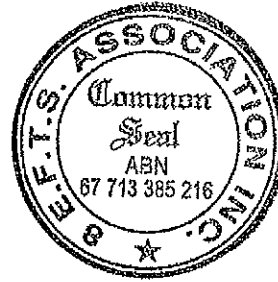
**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals on the day and year first hereinbefore written.

The Common Seal of NARRANDERA )  
SHIRE COUNCIL was hereunto affixed in )  
the presence of: )

Mayor:   
Print Full Name: GRAHAM EIPPER  
(BLOCK LETTERS)

General Manager:   
Print Full Name: MARK SURENDRA  
AMIRTHARAJAH  
(BLOCK LETTERS)

The Common Seal of 8 E.F.T.S. )  
ASSOCIATION INCORPORATED )  
(INC9884900) was hereunto affixed in the )  
presence of: )



Public Officer: *Gayle S. Murphy*  
Name of Public Officer: GAYLE SUSAN MURPHY

Committee Member: *Kenneth Martin Murphy*  
Name of Committee Member: KENNETH MARTIN MURPHY  
Member:

PRESIDENT