

Dated

Deed of Licence

Parties

JQZ Nine Pty Ltd as trustee for the JQZ Nine Unit Trust
ABN 26 431 817 599

Kevin Manson Pty Limited
ACN 001 279 161

Matthew Barry
Norton Rose Fulbright Australia
Grosvenor Place, 225 George Street
Sydney NSW 2000
Tel: +61 2 9330 8568
nortonrosefulbright.com
Our ref: 2611334

Deed of Licence dated

Parties **JQZ Nine Pty Ltd as trustee for the JQZ Nine Unit Trust ABN 26 431 817 599**
of c/- Commercial 3, 1 Belmore Street, Burwood NSW 2134
(Licensor)

Kevin Manson Pty Ltd ACN 001 279 161
of CGS House. Cnr Foveaux & Belmore Streets, Surry Hills NSW 2010
(Licensee)

Introduction

- A** The Licensor is the registered proprietor of the land known as 160 Rocky Point Road, being Lot 2 in Deposited Plan 838198 (**Lot 2**).
- B** The Licensee is the registered proprietor of the land known as lots 20-26 Production Avenue, Kogarah, being Lots 20-26 in Deposited Plan 29275 (**Lots 20-26**).
- C** The Licensor has agreed to allow the Licensee access over lot 2 on the terms and conditions set out herein.

It is agreed

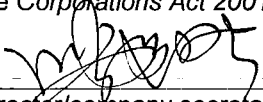
- 1 In this Deed, unless the contrary intention appears:
- (1) **Emergency** means an event or circumstances which cause the occupants of the Existing Building to immediately vacate the Existing Building for their safety;
- (2) **Existing Building** means the building erected on Lots 20-26 as at 2 September 1994;
- (3) **Licensed Area** means the area 3 metres wide along the rear southern wall of the Existing Building and shown hatched black on the plan annexed hereto and marked A.
- 2 The Licensee may use the emergency fire doors in the southern wall of the Existing Building and the Licensed Area for egress in an Emergency.
- 3 The Licensee may use the Licensed Area for the purpose of annual maintenance of the Existing Building or for maintenance at more frequent intervals with the consent of the Licensor, which consent shall not be unreasonably withheld.
- 4 The Licensee may use the Licensed Area for the purpose of rectification of damage to the Southern rear wall of the Existing Building and any doors and windows therein and external cladding, caused by fire, storm, tempest or civil commotion.
- 5 The Licensee agrees to use the licensed Area at the risk of the licensee, and, in the absence of negligence on the part of the Licensor and any person for whom it is responsible, hereby releases to the full extent permitted by law the Licensor from all claims and demands of every kind resulting from any accident, damage or injury to persons or property caused by or contributed to by or in any way related to the condition of or the Licensee's use of the Licensed Area and the Licensee does hereby indemnify and shall keep indemnified the Licensor in respect thereof and the Licensee expressly agrees that

the Licenser shall have no responsibility or liability for any loss or damage to any property of the Licensee.

- 6 The Licensee shall make good in all respects and fully compensate the Licenser for all damage caused by the Licensee, its servants, contractors or agents, to the property of the Licenser by reason of or in the exercise or purported exercise of the rights authorities and licence hereby granted.
- 7 This licence does not confer upon the Licensee any estate or interest in the Licensed Area or any part thereof and the legal possession and control thereof shall at all times remain vested in the Licenser.
- 8 The Licensee shall ensure that at all times during its use of the Licensed Area pursuant to this licence that the Licenser and anyone authorised by it has free and clear access to and along the Licensed Area.
- 9 This Deed of Licence shall continue only for so long as the Existing building remains in place.
- 10 Subject to clause 9 above, the Licenser covenants with the Licensee that if the Licenser assigns or transfers Lot 2 it will procure that any assignee or transferee of Lot 2 enters into a Deed of Licence with the Licensee containing terms substantially the same as the terms contained herein reserving to the Licensee the rights created herein.

Executed as a deed and delivered on the date shown on the first page.

Executed by **JQZ Nine Pty Ltd as trustee
for the JQZ Nine Unit Trust ABN 26 431
817 599** in accordance with section 127 of
the *Corporations Act 2001*:



Director/company secretary

Director

Name of director/company secretary
(BLOCK LETTERS)

Name of director
(BLOCK LETTERS)

Signed sealed and delivered for and on
behalf of **Kevin Manson Pty Limited**
ACN 001 279 161 by its attorney **Kevin
Manson** under power of attorney number
Book 4229 No. 781 in the presence of:

Kevin Manson

Signature of witness

Name of witness (BLOCK LETTERS)

Address of witness

Annexure A – Licensed Area

