

LICENCE AGREEMENT FOR

Location: Access to land, use of land and placement of repeater (tower) and container.

Purpose: For the operation of antenna equipment associated with CRISP Wireless Pty Ltd in accordance with this Licence.

AGREEMENT BETWEEN

of

(hereinafter called the "Licensor")

and

CRISP Wireless Pty Ltd

(ACN: 615 297 491) of

PO Box 1004 Narrogin WA 6312

(hereinafter called the "Licensee")

THE PARTIES AGREE AS FOLLOWS:

1 INTERPRETATIONS, DEFINITIONS AND ADMINISTRATION

Authority for grant of Licence

The Licensor warrants that the Premises are part of their property.

2 DEFINITIONS

In this Licence unless the contrary intention:

Business Day means any day which is not a Saturday, Sunday, or Public Holiday in Western Australia.

Commencement Date means the date referred to in Column 2 of Item 9 of Schedule 1.

Environmental Law means any law or state protection policy incorporated by reference to or being part of any Law relating to protection of the environment.

Expiry Date means the date referred to in Column 2 of Item 10 of Schedule 1.

"GST", "taxable supply", "consideration", "tax invoice" and "GST amount" have the meanings given to those terms in *A New Tax System (Goods and Services Tax) Act 1999*.

Hazardous Substance means a substance that because of its quality, concentration, acute or chronic toxic effects, carcinogenicity, teratogenicity, mutagenicity, corrosiveness, flammability, physical, chemical, or infectious characteristics, may pose a hazard to property, human health or the environment when improperly treated, stored, disposed of, or otherwise managed.

Improvement means any structure of a permanent nature attached to the land.

Law includes the provisions of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether state, federal or otherwise.

Licence means this Licence including all Schedules and Annexures.

Licensee means the licensee referred to in Column 2 of Item 2 of Schedule one and includes its assigns.

Licensee's Equipment means any plant or equipment, fittings, or improvements in fixtures brought onto the Premises by, or on behalf of, or at the request of, the Licensee.

Licensor means the licensor referred to in Column 2 of Item 1 of Schedule 1 and includes its assignments.

Party/Parties means the parties to this Licence.

Premises means the land and/or the buildings described in the Premises Appendix A and on the map annexed thereto.

Permitted Use means the use shown in Column 2 of Item 8 of Schedule 1.

Sub-Licensee means a person who holds a sub-license of any part of the Premises from the Licensee in accordance with the provisions of this License.

Term means the term of operation of this License in relation to the Premises.

Term of Agreement means the figure set out in Column 2 of Item 11 of Schedule 1.

3 CONSTRUCTION

This Licence shall be constructed in accordance with this clause unless the context requires otherwise.

3.1.1 Plurals

Words importing the singular include the plural and vice versa.

3.1.2 Gender

Words importing any gender include the other gender.

3.1.3 Persons

A reference to a person includes:

- (a) an individual, a firm, unincorporated association, corporation, and a government; and
- (b) the legal personal representatives, successors and assigns of that person.

3.1.4 Headings

Headings (including any headings described as parts and sub-headings within clauses) wherever appearing shall be ignored in constructing this Licence.

3.1.5 Clauses and sub-clauses

- (a) A reference to a clause includes all sub-clauses, paragraphs, sub-paragraphs, and other components which form part of the clause referred to.
- (b) A reference to a sub-clause includes any sub-paragraphs and other components of the sub-clause referred to.

3.1.6 Time

A reference to time is a reference to local Perth time.

3.1.7 Money

A reference to \$ or dollars is a reference to the lawful currency of Australia.

3.1.8 Defined Terms

If a word or phrase is defined, cognate words and phrases have corresponding definitions. A defined term, unless inconsistent with the context of its use, is denoted by the appearance of that word using a capital letter at the beginning of that word.

3.1.9 Writing

A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form.

3.1.10 Statutes

A reference to a Statute, Act, legislation, ordinance, code, or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments, or replacements of any of them made by any legislative authority.

3.1.11 Licence

A reference to this Licence shall include any extension or variation of this Licence.

3.1.12 Priorities

If an inconsistency occurs between the provisions of this Licence and the provisions of a Licence granted in accordance with this Licence, the provisions of this Licence shall prevail.

3.2 Warranties and Undertakings

- (a) The Licensee warrants that it:
 - (i) has relied only on its own inquiries about this Licence; and
 - (ii) has not relied on any representation or warranty by the Licensor or any person acting or seeming to act on the Licensor's behalf.
- (b) The Licensee shall comply on time with undertakings given by or on behalf of the Licensee.

3.3 Further Assurances

Each Party must do everything necessary to give full effect to this Licence.

3.4 Relationship of Licensor and Licensee

Nothing contained or implied in this Licence shall be deemed or construed to create the relationship of partnership or of principal and agent or of joint venture between the Licensor and the Licensee. Specifically, the Parties understand and agree that neither the method of computation of Rent, nor any other provision, nor any acts of the Licensee and the Licensor or either of them will be deemed to create any relationship between them other than the relationship of Licensor and Licensee upon the terms and conditions only as provided in this Licence.

3.5 Time to be of the Essence

Where in any provision of this Licence a Party is given or allowed a specified time within which to undertake or do any act or thing or any power is conferred or any event occurs after the lapsing of a specified time, time shall be the essence of the contract in that regard.

4 SEVERABILITY

If any clause or item in any Schedule of this Licence is invalid, illegal, unlawful, or otherwise incapable of enforcement:

- (a) That clause, item or part of this Licence will be deemed severed from this Licence and of no force and effect.
- (b) All remaining parts of this Licence will prevail and remain in full force and effect and be valid and fully enforceable; and
- (c) No clause, item or part of this Licence will be construed to be dependent on any other clause or item or part of any other clause or item unless expressly stated to be.

5 PERMITTED USE

5.1 Grant of Licence

The Licensor grants to the Licensee a right to access, occupy and use the Premises for the Permitted Use of this Licence and to install the Licensee's Equipment on the Premises.

5.2 Permitted Use only

The Licensee shall not:

- (a) use the Premises.
- (b) or allow them to be used (except pursuant to a Licence lawfully granted by the Licensor),

for any purpose other than the Permitted Use specified or referred to in Column 2 of Item 8 of Schedule 1.

5.3 No exclusive possession

The Licensee acknowledges that this Licence does not confer exclusive possession of the Premises upon the Licensee.

5.4 Licensor's duty to Licensee

The Licensor will do all things and ensure any other person who has access to the Premises will take all due care and attention to ensure that any of the Licensee's Equipment on the Premises is not damaged in any manner. Should the Licensee become aware that any damage has occurred to the Licensee equipment, the Licensor will immediately advise the Licensee.

6 COMMENCEMENT OF LICENCE AND TERM

- 6.1 This Licence shall commence on the date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 9, of Schedule 1 and shall continue in force until the Expiry Date (and where a time is specified or referred to at that time) specified or referred to in Column 2 of Item 10 of Schedule 1.
- 6.2 Upon expiration of the Term as referred to in Column 2 of Item 10 of Schedule 1 or any extension contained in Column 2 of Item 11 of Schedule 1 this agreement shall automatically be extended and continue until either party gives the other no less than thirty (30) days written notice of termination and all conditions contained in this agreement shall continue.

7 NO RIGHT TO PURCHASE OR TRANSFER OF LICENCE RIGHTS

- 7.1 In respect of this Licence, and without limitation, the grant of this Licence does not confer upon the Licensee:
- (a) a right to purchase or lease any part of the Premises; or
 - (b) any tenancy or other estate or interest in any part of the Premises other than contractual rights as Licensee under this Licence.
- 7.2 Subject to any other provisions of this Licence the Licensee shall not during the Term of this licence, sub-licence, part with occupation of the Premises, transfer or create any interest in the licence or authorise or permit any person to occupy the Premises without the prior written consent of the Licensor.

8 LICENSEE TO YIELD UP

- 8.1 The Licensee shall forthwith upon the termination of this Licence or any extension of it peaceably vacate the Premises at the Licensee's expense.
- 8.2 Upon the termination of this Licence or any extension of it, the Licensee shall:
- (a) remove all Licensee's Equipment on or within the Premises within a reasonable time following termination, but to be not less than thirty (30) days following the Licensor providing notice to the Licensee that the Licensee must remove the Licensee's Equipment; and
 - (b) rehabilitate the Premises, (to the extent to which it has been altered or affected by the Licensee's occupation and use of the Premises) as nearly as practicable to the original condition before the installation of the Licensee's Fixtures to the reasonable satisfaction of the Licensor; and
 - (c) ensure that when it vacates the Premises in relation to its occupation of the Premises under this Licence, the Premises comply with any Environmental Law to the extent applicable at the time of granting of this Licence; and
 - (d) leave the Premises in a clean and tidy condition.
- 8.3 Sub-clause 8.2 does not apply unless the Licensor permits the Licensee to carry out any works on the Premises reasonably required in order to comply with that clause.

8.4 Following termination of this Licence or any extension of it, the Licensor shall provide the Licensee with access to the Premises to remove all the Licensee's Equipment stored on the Premises for such time as is reasonably necessary but not to be less than thirty (30) days following the Licensor providing notice to the Licensee that the Licensee must remove the Licensee's Equipment.

9 LICENSEE'S EQUIPMENT

At all times, title of the Licensee's Equipment remains with the Licensee and the Licensor authorises the Licensee to register a Security Interest as defined by the *Personal Properties Security Act 2009* in respect of the Licensee's Equipment that is stored on the Premises.

10 LICENSEE'S RENT

Clause not used

11 LICENSEE TO PAY OTHER CHARGES

The Licensee shall pay all other fees, charges, and impositions for which it may properly be liable which are imposed by an authorised third party and which are at any time during the Term of Agreement payable in respect of the Premises or on account of the use and occupation of the Premises by the Licensee.

12 LICENSEE TO PAY COST OF WORK

Whenever the Licensee is required under this Licence to do or effect any act, matter, or thing then the doing of such act matter or thing shall unless this Licence otherwise provides be at the sole risk, cost, and expense of the Licensee.

13 COSTS PAYABLE BY LICENSEE

The Licensee shall be responsible for any fees in relation to:

- (a) the preparation of this Licence.
- (b) any variation of this Licence made otherwise than at the request of the Licensor.
- (c) the examination of plans, drawings and specifications of any improvement erected or constructed or to be erected or constructed on the Premises by the Licensee and the inspection of it, in this case the costs to be mutually agreed.

14 COSTS PAYABLE BY LICENSOR

The Licensor shall pay its own direct and external consultants' costs in relation to any matter in relation to this Licence without reimbursement from the Licensee.

15 OBLIGATIONS AND RESTRICTIONS RELATING TO PREMISES

15.1 Access

Subject to the sub-clauses hereunder the Licensor confirms that the Licensee shall have access to and from, the Premises at all times by prior arrangement with the Licensor, provided however that:

- (a) The Licensee shall strictly always observe the reasonable directions and requirements of the Licensor regarding the methods and routes of access to the Premises taken by the Licensee.

(b) The Licensor may vary the access routes from time to time as reasonably required.

15.2 Maintenance of Premises and Enclosed Areas

The Licensee shall keep the Premises and shall ensure that the Premises are kept clean and tidy and in good order and condition, having regard to the extent of the Licensee's occupation of the Premises under this Licence.

15.3 No residence on Premises

The Licensee shall not reside or permit any other person to reside on the Premises, unless Schedule 2, Special Conditions, permit otherwise.

15.4 Licensee not to remove material

- (a) The Licensee shall not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell, or similar substance from, on or in the Premises or permit any other person to undertake such action without the prior consent in writing of the Licensor and subject to such conditions as the Licensor may determine.
- (b) Sub-clause 15.4(a) does not apply to any removal, digging up or excavation as may be necessary to construct or undertake any improvement authorised by or under this Licence provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authorisation.
- (c) A failure by the Licensee to comply with any condition imposed pursuant to sub-clause 15.4(a) constitutes a failure by the Licensee to comply with a provision or covenant of this Licence.

15.5 Licensee not to burn off

The Licensee shall not carry out any burning off on the Premises except with the prior consent of the Licensor. Any consent granted in accordance with this clause shall be subject to such reasonable conditions as the Licensor may impose and comply with the *Bush Fires Act 1954*.

15.6 Rodents and Vermin

The Licensee shall take all reasonable precautions to keep the Premises free of rodents, vermin, insects, and pests and shall in the event of failing to do so if required by the Licensor employ from time to time a duly certified pest exterminator at cost of the Licensee and as approved by the Licensor whose approval will not be unreasonably withheld. In performing its obligations pursuant to this clause, the Licensee and anyone acting on the Licensee's behalf shall not use any substance or undertake any activity prohibited by any legislation.

16 LICENSEE NOT TO COMMIT NUISANCE ETC

The Licensee shall not:

- (a) carry on or permit to be carried on at the Premises any noxious, nuisance or offensive trade or business; or
- (b) carry on or permit to be carried on at the Premises any act, matter or thing which results in nuisance damage or disturbance to the Licensor or owners or occupiers of adjoining or neighboring lands or buildings; or
- (c) use the Premises for any illegal activity.

17 HAZARDOUS SUBSTANCES

The Licensee shall not keep any Hazardous Substance on the Premises without prior consent of the Licensor, which consent shall not be unreasonably withheld.

18 OWNERSHIP AND REMOVAL OF TENANT FIXTURES AND IMPROVEMENTS

During the Term of the Licence and any extension of it, ownership of any Fixtures or fittings installed by the Licensee remain with the Licensee.

19 GENERAL REQUIREMENT TO REPAIR

Without prejudice to the specific obligations contained in this Licence the Licensee shall to the satisfaction of the Licensor at all times keep the Premises in good repair and properly maintained in all respects.

20 BREAKAGES

The Licensee shall immediately at the Licensee's expense make good any breakage defect or damage to the Premises (including but not limited to broken glass) or to any adjoining premises or to any facility or appurtenance of the Licensor occasioned by want of care, misuse or abuse on the part of the Licensee or the Licensor's other Licensees occupants' occupiers or other persons claiming through or under the Licensee or otherwise occasioned by any breach or default of the Licensee hereunder.

21 INDEMNITIES AND INSURANCE

21.1 Indemnity for use of Premises

The Licensee shall indemnify and keep indemnified the Licensor from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever to which the Licensor shall or may be or become liable for or in respect of the Licensee's occupation operation and use of the Premises or for or in respect of all losses, damages, accidents or injuries of whatsoever nature or kind and howsoever sustained or occasioned (and whether to any property or to any person or resulting in the destruction of any property or the death of any person or not) at or upon the Premises or originating on the Premises although occurring or sustained outside the same except to the extent that any such claims and demands:

- (i) arise from or are contributed to by the negligence or willful act or omission on the part of the Licensor; or
- (ii) arise from the occupation, operation or use of the Premises by any other occupier, or the acts of any person who has access to the Premises with the consent of another occupier, and the Licensor is adequately indemnified by that other occupier in respect of the relevant claim or demand, and the Licensor shall use its reasonable endeavours to ensure that an indemnity in this form is contained in any agreement with any other occupier of the Premises.

21.2 Indemnity Continues After Expiration of Licence

The obligations of the Licensee under this clause continue after the expiration or other determination of this Licence in respect of any act, deed, matter, or thing happening before such expiration or determination for the period limited by the Statute of Limitations.

21.3 Exclusion of Consequential Loss

Despite any other provision of this Licence, both Parties exclude, and agree that they shall have no rights against the other for liability for consequential or indirect loss arising out of this Licence including (without limitation) in respect of loss of profits or loss of business. This clause does not apply in respect of willful acts by either Party.

22. INSURANCE - PUBLIC RISK

The Licensee shall effect and maintain with a reputable and solvent insurer with respect to the Premises and the activities carried on in the Premises public risk insurance for an amount not less than the amount set out in Column 2 of Item 5 of Schedule 1 or such other amount as the Licensor may from time to time reasonably require as the amount payable in respect of liability arising out of any one single accident or event. The Licensor acknowledges that the Licensee may affect the public risk insurance pursuant to an insurance policy which is not specific as to the location of risk.

23. PROVISIONS RE POLICIES

- (a) All insurance policies required to be effected by the Licensee pursuant to this Licence are specified in Schedule 2, Special Conditions and shall be in place prior to the Licensee occupying the Premises.
- (b) The Licensee shall produce to the Licensor, once per calendar year or once per period of insurance (whichever first occurs), a certificate of insurance and/or a certificate of currency in respect of the insurance policies required to be effected by the Licensee pursuant to this License, if requested.
- (c) The Licensee shall not at any time during the Term of Agreement do or bring upon the Premises anything which it ought reasonably to believe may render void or voidable any policy of insurance. If the Licensee brings anything onto the Premises whereby the rate of premium on such insurance is liable to be increased, the Licensee shall obtain insurance cover for such increased risk and pay all additional premiums on the Premises required on account of the additional risk caused by the use to which the Premises are put by the Licensee.
- (d) The Licensee shall use all reasonable endeavors to ensure that full, true, and particular information is given to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys there under.

24. INDEMNITIES FOR NON-COMPLIANCE WITH LEGISLATION

The Licensee shall indemnify and keep indemnified the Licensor from and against any and all actions, suits, claims, demands, proceedings, losses, damages, compensation, sums of money, costs, legal costs, charges and expenses whatsoever arising from the non-compliance by the Licensee with any State or Commonwealth legislation that may apply to the Licensee's use and occupation of the site and access thereto and the Licensee's operation of their business from the site and access thereto.

This clause shall not merge on the expiration or other determination of this Licence in respect of any act, deed, matter, or thing happening before such expiration or determination.

25. NO LIABILITY FOR FAILURE OF SERVICES

The Licensor shall not be under any liability for any loss, injury or damage sustained by the Licensee or any other person at any time as a result of or arising in any way out of the failure of the electricity, telephones, gas, water supply, sewerage, drainage or any other services or facilities provided by the Licensor or enjoyed by the Licensee in conjunction with the Premises or this Licence provided that such failure is not due to the negligent or willful act or omission of the Licensor its servants or agents.

26. LICENSEE NOT TO IMPOSE LIABILITY ON LICENSOR

Subject to any other provision of this Licence, the Licensee shall not without the written consent of the Licensor by any act, matter, or deed or by failure or omission cause or permit to be imposed on the Licensor any liability of the Licensee under or by virtue of this Licence even though the Licensee is entitled to do so under any law present or future or otherwise.

27 RELEASE OF LICENSOR FROM LIABILITY

- (a) The Licensee shall occupy, use and keep the Premises at the risk of the Licensee and 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 occurring therein but excluding such claims and demands to the extent that such claims and demands arise out of the negligent or willful acts omissions or default of the Licensor and the Licensor shall have no responsibility or liability for any loss of or damage to fixtures and/or personal property of the Licensee or any agent or servant of the Licensee or of any member of the public whilst in or upon the Premises but excluding such loss or damage claims and demands to the extent that such loss or damage, claims and demands arise out of the negligent acts or willful omissions or default of the Licensor.
- (b) The obligations of the Licensee under this clause shall continue after the expiration or other determination of this Licence in respect of any act, deed, matter, or thing happening before such expiration or determination for which the Licensee is responsible. Such an obligation is to be governed by the Statute of Limitations.

28 LICENSOR'S POWERS AND FUNCTIONS

28.1 Approval by Licensor

- (a) In any case where pursuant to this Licence the doing or executing of any act, matter or thing by the Licensee is dependent upon the approval or consent of the Licensor such approval or consent shall not be effective unless given in writing and may be given or withheld (unless the context otherwise requires) by the Licensor and may be given subject to such conditions as the Licensor may determine unless otherwise provided in this Licence provided such consent or approval is not unreasonably withheld or such terms and conditions are not unreasonable.
- (b) Any failure by the Licensee to comply with a condition imposed by the Licensor pursuant to sub-clause 28.1(a) constitutes a failure by the Licensee to comply with a condition of this Licence.

29 COMMERCIAL IN CONFIDENCE

This Clause is an integral part of the Agreement entered into between the Licensee and Licensor.

29.1 Confidentiality Obligations

The Licensor acknowledges that the information set out in this Agreement and its schedules, especially the Rent and any concessions or special benefits provided to the Licensor, are commercially sensitive and confidential to the Licensee and the Licensor agrees to treat all terms, conditions, and details of this Agreement as confidential and shall not disclose, communicate, or discuss any information related to the Agreement with any other Licensor, landowner, third party, or external entity without the prior written consent of the Licensee.

29.2 Scope of Confidential Information

Confidential information includes, but is not limited to, financial terms, lease rates, contract duration, special conditions, and any other proprietary information exchanged between the parties during the negotiation and execution of this Agreement.

29.3 Exceptions to Confidentiality

The Licensor may disclose confidential information to their legal or financial advisors, provided that such advisors are bound by similar confidentiality obligations. Additionally, disclosure may be made if required by law, regulation, or court order, in which case the Licensor agrees to provide prompt notice to the Licensee to enable them to seek protective measures.

29.4 Duration of Confidentiality

The obligations of confidentiality shall continue for a period of duration of the Agreement.

29.5 Remedies for Breach

In the event of a breach of this Clause by the Licensor, the Licensee shall be entitled to seek injunctive relief, damages, or any other appropriate legal remedy to protect their interests.

29.6 Mutual Confidentiality

Both parties acknowledge and agree that the obligation of confidentiality is mutual, and any confidential information provided by the Licensor shall also be protected from disclosure by the Licensee.

29.7 Governing Law

This Clause shall be governed by and construed in accordance with the laws of Western Australia, and any disputes arising out of or in connection with this Clause shall be subject to the exclusive jurisdiction of the courts of Western Australia.

29.8 Entire Agreement

This Clause constitutes the entire understanding between the parties concerning the confidentiality of the Agreement and supersedes all prior discussions, negotiations, and agreements.

29.9 Execution

This Clause shall be effective upon the execution of the Agreement and shall be binding on the parties and their respective successors and assigns.

30 APPLICATION OF CERTAIN STATE AND COMMONWEALTH LAWS

30.1 Licensee to comply with all Commonwealth and WA State Laws

- (a) The Licensee shall comply with the requirements of all Statutes, regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the Premises to the extent to which the Licensee is bound at law to comply with the same and nothing in this Licence affects this obligation.
- (b) The Licensee shall forthwith on being served with a notice by the Licensor comply with any notice or direction served on the Licensor by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises.

30.2 Licensee to comply with Environmental Laws

In relation to its use of the Premises, the Licensee shall, during the Term of Agreement, and in relation to the Premises:

- (a) comply with relevant Environmental Law.
- (b) use its best endeavours to prevent a breach of any Environmental Law.
- (c) report any breach even if accidental; and
- (d) provide to the Licensor as soon as reasonably practicable details of notices received by or proceedings commenced against the Licensee pursuant to an Environmental Law:
- (e) relating to a breach or alleged breach by the Licensee of an Environmental Law; or
- (f) Requiring the Licensee to carry out works to decrease the affectation of the Premises by any Hazardous Substance.

30.3 Licensee's Failure to comply with Statutory Requirements

Where the Licensee breaches any law in relation to its use of the Premises it is taken to breach a condition of the licence, provided that:

- (a) the Licensee has been found guilty of the breach, and
- (b) the Licensor determines that the breach warrants the termination of the Licence.

31 NOTICES

31.1 Service of Notice on Licensee

Any notice served by the Licensor on the Licensee must be in writing and shall be sufficiently served if:

- (a) served personally, left addressed to the Licensee at the address stated in Column 2 of Item 3 of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor; or
- (b) sent by email to the Licensee's email address stated in Column 2 of Item 3 of Schedule 1 or such other address as the Licensee notifies in writing to the Licensor; or
- (c) forwarded by prepaid security mail addressed to the Licensee at the address stated in Column 3 of Item 2 of Schedule 1.

and every such notice must also be served on the Licensee's solicitors as they may be nominated from time to time, or such other address as the Licensee's solicitors notify in writing to the Licensor, by any methods identified in sub-clauses 31.1 (a), (b) and (c).

31.2 Service of Notice on Licensor

Any notice served by the Licensee on the Licensor must be in writing and shall be sufficiently served if:

- (a) served personally or left addressed to the Licensor at the address stated in Column 2 of Item 4 of Schedule 1 or such other address as the Licensor notifies in writing to the Licensee; or
- (b) sent by email to the Licensor's email address stated in Column 2 of Item 4 of Schedule 1 such other address as the Licensor notifies in writing to the Licensee; or
- (c) such other number as the Licensor notifies in writing to the Licensee; or
- (d) forwarded by prepaid security mail addressed to the Licensor at the address stated in Column 2 of Item 4 of Schedule 1 and every such notice must also be served on the Licensor's solicitors, as they may be nominated from time to time, or such other address as the Licensor's solicitors notify in writing to the Licensee, by any methods identified in sub-clauses 31.2 (a), (b) and (c).

31.3 Notices

- (a) Any notice served by the Licensor, or the Licensee under this Licence shall be effective if signed by a director or secretary or the solicitors for the Party giving the notice or any other person or persons nominated in writing from time to time respectively by the Licensor or by the Licensee to the other.
- (b) Any notice sent by prepaid security mail shall be deemed to be served at the expiration of 2 Business Days after the date of posting.

32 PROCEDURE - DISPUTE RESOLUTION

- (a) In the event that the Licensor and the Licensee are in dispute regarding any matter relating to or arising under this Licence or in respect of any approvals or consents to be granted by the Licensor (except those approvals or consents where the Licensor has an obligation to act reasonably) to the Licensee hereunder or where it is acting in its statutory capacity, then either the Licensor or the Licensee may give notice and particulars of such dispute to the other Party.
- (b) Where a notice of dispute is served pursuant to this clause the Parties agree to enter informal negotiations to try and resolve the dispute in good faith and in an amicable manner.
- (c) If the dispute is not resolved informally within 21 days of service of written notification, the Parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal of the dispute. The Parties agree to provide all information and assistance reasonably requested by such third party, including access to any accounting or other business records relating to or arising out of the Licence.
- (d) A third party appointed in accordance with this clause may decide in which proportions any fees will be borne by the respective Parties. In the absence of any such decision by the third-party fees shall be borne equally by the Parties.
- (e) Neither Party shall be entitled to commence or maintain any proceedings in any court or tribunal until negotiations or mediations have taken place pursuant to this clause except where either Party seeks urgent interlocutory relief.
- (f) Either Party may at any time bring negotiations or mediation to an end by serving upon the other Party written notice stating that the dispute has failed to be resolved. Upon service of such notice both Parties shall be entitled to pursue any legal remedies available to them in relation to the dispute. This sub-clause does not in any way limit a mediator's power to apportion fees under sub-clause 34(d).
- (g) Notwithstanding the existence of a dispute under this or any other clause of this Licence the Parties must, unless acting in accordance with an express provision of this Licence, continue to fulfil their obligations under this Licence.

MISCELLANEOUS

33 NO MORATORIUM

Any present or future legislation which operates to vary obligations between the Licensee and the Licensor, except to the extent that such legislation is expressly accepted to apply to this Licence or that its exclusion is prohibited, is excluded from this Licence.

34 NO WAIVER

No waiver by a Party of any breach of any covenant obligation or provision in this Licence either express or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Licence contained or implied. None of the provisions of this Licence shall be taken either at law or in equity to have been varied, waived, or discharged or released by a Party unless by express consent in writing.

35 NO MERGER

Nothing in this Licence merges, postpones, extinguishes lessens or otherwise prejudicially affects the rights and remedies of the Parties under this Licence or under any other agreement.

36 COUNTERPARTS

- (a) A Party may execute this Licence by signing any counterpart.
- (b) All counterparts constitute one document when taken together.

37 CONTACT PERSON

The Licensor and the Licensee each must nominate a person to contact about matters arising under this Licence. The person so nominated is the person referred to in Column 2 of Items 1 and 6 of Schedule 1 or such other person as the Licensor nominates in writing to the Licensee and the Licensee nominates in writing to the Licensor from time to time.

38 APPLICABLE LAW

This Licence shall be construed and interpreted in accordance with the law of Western Australia.

39 NO HOLDING OUT

The Licensee shall not in connection with the Premises or otherwise directly or indirectly hold out or not permit to be held out to any member of the public any statement, act, deed, matter or thing indicating that the Premises or the business conducted or operated thereon or any parts or parts thereof are or is being carried on or managed or supervised by the Licensor nor shall the Licensee act as or represent itself to be the servant or agent of the Licensor.

40 WHOLE AGREEMENT

- (a) The provisions contained in this Licence expressly or by statutory implication cover and comprise the whole of the agreement between the Parties.
- (b) No further or other provisions whether in respect of the Premises or otherwise shall be deemed to be implied in this Licence or to arise between the Parties hereto by way of collateral or other agreement by reason or any promise representation warranty or undertaking given or made by any Party hereto to another on or prior to the execution of this Licence.
- (c) The existence of any such implication or collateral or other agreement is hereby negated.
- (d) Notwithstanding any of the above, the parties add to or vary this contract if agreed in writing between them.

41 SPECIAL CONDITIONS

The Special Conditions set out in Schedule 2 apply and form part of this Licence.

SCHEDULE 1

Item	Column 1	Column 2
1	<i>Licensor</i>	Shire of Trayning Administration Centre Railway Street TRAYNING WA 6488
2	<i>Licensee</i>	CRISP Wireless Pty Ltd PO Box 1004 NARROGIN WA 6312 (Physical address: Suite 4/2 Williams Road, Narrogin WA 6312)
3	<i>Licensee's address for Service of Notices and email</i>	Suite 4/2 Williams Rd, Narrogin, WA 6312 Email: accounts@crispwireless.com.au
4	<i>Licensor's address for Service of Notices</i>	
5	<i>Public Risk Insurance amount</i>	\$20 Million
6	<i>Licensor's Contact Person Mobile</i>	
7	<i>Licensee's Contact Person</i>	Leigh Ballard Phone: 0428 832 095 / 6890 2100 lballard@crispwireless.com.au
8	<i>Permitted Use</i>	Access to the nominated location and the right to occupy the nominated location listed in Column 2 of Item 14 in Schedule 1 and installation, servicing, occupancy and operation of antenna equipment and container associated with the CRISP Wireless Mobile Antenna and any other Licensee Equipment.
9	<i>Commencement Date</i>	
10	<i>Expiry Date</i>	
11	<i>Term of Agreement</i>	10 Years from commencement date with an option for extension of 6 years
12	<i>Essential Conditions of Licence</i>	Clauses 5.2, 5.3, 7, and 22 and any condition listed in Schedule 2 Special Conditions
13	<i>Entry by the Public</i>	Nil access by the general public is to be permitted
14	<i>Location of Equipment</i>	

Schedule 2 Special Conditions

1. That the licensee shall have non-exclusive access to the location/s listed in Column 2 of Item 14.
2. Access to the location in Column 2 of Item 14 in Schedule 1 shall be for the installation, maintenance and removal of antennas and associated hardware supporting the CRISP Wireless facility and wider network.
3. That the Licensee is solely responsible for the provision and connection of services to the facilities and that all charges associated with the establishment and ongoing supply of those services are to be met by the Licensee.
4. All work is to be undertaken by suitably qualified licensed tradesmen and/or technicians.
5. The Licensee is required to have a current Public Liability insurance policy and any employees or sub-contractor employees are to be covered under a Workers Compensation insurance policy.
6. The Licensee is to Text _____ whenever access to the property is required.

End of Schedule 2

APPENDIX A – MAP SHOWING LOCATION OF PREMISES



Dated this day of 20_

Signed on behalf of the Shire of Trayning

THE COMMON SEAL of the SHIRE OF)
TRAYNING was hereunto affixed by)
authority of a resolution of the Council)
in the presence of:)

Clayton Marchant _____
DEPUTY SHIRE PRESIDENT Signature

Print Full Name

Leanne Parola _____
CHIEF EXECUTIVE OFFICER Signature

Print Full Name

EXECUTED FOR AND ON BEHALF)
OF CRISP WIRELESS PTY LTD)
(ACN 615 297 491))
by authority of its Directors)
in accordance with Section 127 of)
the Corporations Law)



Director Maree Gooch - Chairperson



Secretary Sara Ballard - Director

DATE 14 August 2024