

THE LICENSOR

Yarriambiack Shire Council

ABN 24 640 824 591

and

THE LICENSEE

**United Retail Group Pty Ltd T/A
Riordan Fuels**

ACN 109 680 533

ABN 64 109 680 533

Licence Agreement

Licence Area:

***Part 95 Dyer Street, Rupanyup, Victoria
3388***

THIS AGREEMENT is made on 25 February 2026

PARTIES

- 1 **YARRIAMBIACK SHIRE COUNCIL**
of 34 Lyle Street, Warracknabeal, Victoria 3393
("Licensor")

- 2 **UNITED RETAIL GROUP PTY LTD**
ACN 109 680 533
ABN 64 109 680 533
of 71 Pakington Street, Geelong West, Victoria 3220
("Licensee")

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Licence:

- 1.1 "**Agents**" means a relevant party's directors, officers, employees, agents, servants, contractors, clients, customers, visitors or invitees or, where the context permits, any person for whom the relevant party is responsible.
- 1.2 "**Access Hours**" means the time periods specified in Item 5 of the Schedule.
- 1.3 "**Commencement Date**" means the date specified in Item 1 of the Schedule.
- 1.4 "**Expiry Date**" means the expiry date of this Licence as set out in Item 2 of the Schedule.
- 1.5 "**Licence**" means this agreement, including the Schedule and any annexures to this agreement.
- 1.6 "**Licence Area**" means the area described in Item 7 of the Schedule.
- 1.7 "**Licence Fee**" means the licence fee specified in Item 3 of the Schedule (as increased from time to time in accordance with this Licence).
- 1.8 "**Permitted Use**" means the use specified in Item 4 of the Schedule.
- 1.9 "**Previous Commencement Date**" means 1 April 2016, being the commencement date of the previous licence between the Licensor and the Licensee for the Licence Area dated 10 May 2016.
- 1.10 "**Schedule**" means the schedule to this Licence.
- 1.11 "**Term**" means the period commencing on the Commencement Date and ending on the Expiry Date.

Licence Agreement between United Retail Group Pty Ltd and Yarriambiack Shire Council		Responsible Officer: Chief Executive Officer	
Version: 1.0 RK 11101310v1	Issue Date: 28 January 2026	Next Review: 27 January 2033	Page 1/ 9

2 LICENCE

Subject to the terms and conditions set out in this Licence, the Licensor grants the Licensee a non-exclusive licence to use the Licence Area for the Permitted Use during the Access Hours for the Term.

3 NATURE OF INTEREST

The Licensee acknowledges that:

- 3.1 this Licence does not exclude the right of the Licensor to possession of the Licence Area and it does not confer on the Licensee any tenancy or interest in the Licence Area or any part of it; and
- 3.2 this Licence confers upon the Licensee a personal right only and is not capable of being transferred or otherwise dealt with either in whole or in part, provided always that nothing in this clause is deemed to prevent the Licensee's Agents from exercising the rights conferred by this Licence.

4 LICENCE FEE

The Licensee must pay the Licence Fee to the Licensor without any deduction, counterclaim or set-off in the manner set out in item 3 of the Schedule.

5 LICENSEE COVENANTS

- 5.1 The Licensee must only use the Licence Area for the Permitted Use.
- 5.2 The Licensee must at all times and at its own expense comply with all laws, by-laws, regulations and any other legal requirements concerning the Licensee's use of the Licence Area.
- 5.3 The Licensee must not do or cause anything to be done on the Licence Area which damages the Licence Area, or which causes or may cause nuisance, damage, disturbance or danger to the Licensor or its Agents, or any occupiers or owners of any other property.
- 5.4 Except for fair wear and tear and any obligations which are the responsibility of the Licensor, the Licensee must at its own cost keep the Licence Area in the same condition as at the Commencement Date (excluding capital repairs).
- 5.5 Despite any other provision of this Licence, the Licensee is responsible for and must promptly carry out any repairs (including capital repairs) and maintenance required to the Licensed Area because of damage caused by the act, omission or default of the Licensee or the Licensee's Agents.
- 5.6 The Licensee must promptly report to the Licensor any damage to or defect in the Licence Area and promptly give written notice to the Licensor of any hazards within the Licence Area or the service by any authority of a notice or order affecting the Licence Area.
- 5.7 The Licensee must not make any alterations, additions or improvements to the Licence Area without the approval of the Licensor.

- 5.8 The Licensee must ensure that any equipment installed on or within the Licence Area by or on behalf of the Licensee is maintained in good condition.
- 5.9 The Licensee occupies and uses the Licence Area at the Licensee's own risk.

6 LICENSEE TO MAINTAIN INSURANCE

The Licensee must take out and maintain insurance for:

- 6.1 public liability, which notes the interests of the Licensor, for the amount specified in Item 6 of the Schedule in respect of any single occurrence; and
- 6.2 employers' liability, workers' compensation and/or Workcover which covers any damage, loss or liability suffered or incurred by any person engaged by the Licensee arising by virtue of any statute relating to workers' or accident compensation or employers' liability or at common law.

7 INDEMNITY

7.1 Licensee's risk

The Licensee occupies and uses the Licence Area at the Licensee's own risk.

7.2 Indemnity

7.2.1 The Licensee indemnifies the Licensor from all loss, damage, liability, costs and expenses for which the Licensor becomes liable arising from any loss, damage, injury or illness to property or to a person within or outside the Licensed Area to the extent caused by the negligent act or omission by the Licensee or any of the Licensee's employees', agents, contractors or invitees in connection with the Licensee's use of the Licensed Area.

7.2.2 As soon as practicable after becoming aware of any event, circumstance or claim which may give rise to the Licensor relying on the indemnity in this clause 7.2.1, the Licensor:

- (a) agrees to notify the Licensee in writing of the event, circumstance or claim and provide reasonable details; and
- (b) agrees to use its reasonable endeavours to mitigate any loss, damage or expenses arising out of or in connection with the event, circumstance or claim.

8 COSTS

- 8.1 The Licensor and Licensee must each pay their own costs associated with the preparation, negotiation and execution of this Licence.
- 8.2 The Licensee must pay or reimburse the Licensor on request all reasonable

costs (including legal costs and disbursements) incurred by the Licensor in connection with:

- 8.2.1 Any breach of this Licence by the Licensee; and
- 8.2.2 The exercise, enforcement or preservation, or attempted exercise, enforcement or preservation, by the Licensor of any rights or remedies under this Licence.

9 END OF LICENCE

- 9.1 The Licensor may terminate this Licence prior to the Expiry Date if the Licensee is in breach of the terms of this Licence and has failed to rectify the breach after receiving from the Licensor at least 14 days' written notice to do so.
- 9.2 Upon the expiration or termination of this Licence, the Licensee must:
 - 9.2.1 remove from the Licence Area the Licensee's property and any equipment installed by or on behalf of the Licensee;
 - 9.2.2 if required by and to the extent required by the Licensor, remove from the Licence Area any alterations, additions or improvements made to the Licence Area by the Licensee during the Term of this Licence;

- 9.2.3 repair any damage to and reinstate the Licence Area to the condition it was in as at the Previous Commencement Date; and
 - 9.2.4 deliver to the Licensor all keys passes and other security devices giving access to the Licence Area.
- 9.3 Any Licensee's property and equipment left at the Licence Area after this Licence ends may be treated by the Licensor as abandoned and dealt with or disposed of by the Licensor as the Licensor deems appropriate. Any costs the Licensor incurs in removing or disposing of any abandoned Licensee's property and equipment must be reimbursed by the Licensee to the Licensor on demand. The parties intend that this clause operates in relation to the Tenant's property and equipment in place of any legislation that might otherwise apply to goods remaining at the Licence Area.

10 NOTICES

Any notice or other document required to be given to a party under this Licence is deemed to be given to that party if it is delivered or sent by pre paid post to the address of that party as set out in this Licence and the notice or other document must be addressed to the following persons:

- 10.1 If given to the Licensor: Governance Officer, Yarriambiack Shire Council, PO Box 243 Warracknabeal, info@yarriambiack.vic.gov.au
- 10.2 If given to the Licensee: Brent Squires, General Manager, Riordan Fuels, brent@riordangroup.com.au.

11 GST

- 11.1 The consideration payable by any party under this Licence is the GST exclusive amount of the taxable supply for which payment is to be made.
- 11.2 If a party makes a taxable supply in connection with this Licence for a consideration, then the party liable to pay for the taxable supply must also pay, at the same time and in the same manner as the consideration is otherwise payable, the amount of any GST payable in respect of the taxable supply. A party's right to payment under this clause is subject to a Tax Invoice being delivered to the party liable to pay for the taxable supply.
- 11.3 Where this Licence requires a party ("**First Party**") to pay, reimburse or contribute to an amount paid or payable by the other party ("**Other Party**") in respect of an acquisition from, or a transaction with a third party for which the Other Party is entitled to claim an input tax credit, the amount for payment, reimbursement or contribution must be the GST exclusive value of the acquisition by the Other Party plus any GST payable in respect of the Other Party's recovery from the First Party.

12 GENERAL

- 12.1 Any special conditions in Item 8 of the Schedule bind the parties and, if inconsistent with any other provisions of this Licence, will override them.
- 12.2 A provision of or a right created under this Licence may not be waived or varied except in writing signed by the party to be bound.

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- 12.3 A reference to a party includes that party's executors, administrators and successors.
 - 12.4 A covenant, undertaking, representation, warranty, indemnity or agreement made or given by two or more parties, or a party comprised of two or more persons, is made or given and binds those parties or persons jointly and severally.
 - 12.5 A reference to a state or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them.
 - 12.6 A recital, schedule, annexure or description of the parties forms part of this Licence.
 - 12.7 If an act must be done on a specified day that is not a business day, the act must be done instead on the next business day.
 - 12.8 A party that is a trustee is bound both personally and in its capacity as trustee.
 - 12.9 This Licence is governed by the laws of Victoria.
 - 12.10 The parties consent to this Licence being executed, witnessed and exchanged by way of electronic means.

SCHEDULE

Item 1	Commencement Date	28 January 2026
Item 2	Expiry Date	27 January 2033 (7 years)
Item 3	Licence Fee	<p>\$ 3,368.00 per annum plus GST</p> <p>The Licence Fee amount in this item 3 will be increased by 3.0 % on each anniversary of the Commencement Date.</p> <p>Council will supply an invoice for the annual Licence Fee</p> <p>Both parties warrant they are registered for GST</p> <p>The Licence Fee is payable annually in advance on or before the Commencement Date and thereafter on each anniversary of the Commencement Date.</p> <p>The Licensor will send an annual invoice</p>
Item 4	Permitted Use	The installation and operation of an unmanned Transtank Refuelling System (" Equipment ")
Item 5	Access Hours	24 hours
Item 6	Public Liability Insurance	<p>A minimum of \$20 million noting the Licensor as an interested party</p> <p>The Licensee is to provide the Licensor with a copy of the Certificate of Currency on or before the Commencement and then annually on the anniversary of the Commencement Date</p>
Item 7	Licence Area	The area of the land outlined in red and shown marked on the Plan attached to this Licence and located at 95 Dyer Street, Rupanyup, Victoria 3388.
Item 8	Special Conditions	<p>1. Outgoings and Services</p> <p>The parties acknowledge that the Licence Fee is inclusive of costs associated with all outgoings and services relating to the Licence Area, and outgoings and services are not separately payable by the Licensee.</p> <p>The Equipment shall be installed and maintained by the Licensee or its authorised agent at the Licensee's expense.</p>

		<p>The Licensee will, at its expense, obtain all statutory and council permits required in respect of the Equipment installed on the Licence Area and the storage of fuel.</p> <p>The Licensee, at all times during the Term of the Agreement, retains legal ownership of the Equipment.</p> <p>The Licensor will, at all times, allow the Licensee and their Agents access to and from the Licence Area for the Term.</p> <p>The Licensor must not interfere with, alter or otherwise modify the Equipment without the prior written consent of the Licensee.</p> <p>2. Maintenance</p> <p>The Licensor will conduct inspections of the Licence Area a minimum of annually and will maintain the road access points and grounds around the Equipment. The Licensor will maintain any boundary fencing.</p> <p>The Licensee and/or its Agents may enter the Licence Area where the Equipment is located at all reasonable times for the purposes of inspection, repair and maintenance.</p> <p>The Licensee will be required to carry out all repairs and maintenance necessary in respect of the Equipment and maintain the Equipment in proper working order at the Licensee's expense.</p> <p>3. Soil Testing & Rehabilitation</p> <p>Before the Expiry Date or earlier determination of the Licence, the Licensee must arrange for a soil test to be conducted by a suitably qualified and experienced person who will act as an expert. The soil testing parameters will adhere to industry standards relevant to the use of the Licence Area for the Permitted Use, ensuring the assessment of any potential soil contamination.</p> <p>Should rehabilitation be necessary (including remediation as a result of contamination that has migrated from the Licence Area), the Licensee will be responsible for rehabilitation to the extent the contamination is caused or contributed to by the Licensee or the use of the Licence Area for the Permitted Use, and having regard to the Licensee's obligations under the <i>Environment Protection Act 2017</i> (Vic).</p> <p>The scope and timeline for rehabilitation will be negotiated and mutually agreed upon by both parties.</p>
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		<p>4. Acknowledgement</p> <p>The Licensee must ensure that its use and of the Licensed Area complies at all times with the <i>Environment Protection Act 2017 (Vic)</i> and all regulations, orders and guidelines made under it, including the general environmental duty.</p> <p>5. Council Policies</p> <p>The Licensee must and must ensure that the Licensee's Agents comply with all policies of Yarriambiack Shire Council in place from time to time, as published on the Council's website at www.yarriambiack.vic.gov.au, that are relevant to the Licensed Area and the Permitted Use, provided those policies (and any amendments) are notified in writing to the Licensee and do not unreasonably interfere with the Permitted Use.</p>
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PLAN OF LICENCE AREA



Note: Licence Area is outlined in red – (excludes the area where the Telstra tower is located)



EXECUTED as an agreement.

Licensor:

THE COMMON SEAL of **YARRIAMBIACK SHIRE COUNCIL** was affixed hereto by authority of the Council in the presence of:

Signature of Mayor / Councillor Name - Andrew McLean

Signature of Councillor Name - Corinne Heintze

Signature of Chief Executive Officer Name – Tammy Smith

Date 25.02.2026

Licensee:

EXECUTED by United Retail Group Pty)
Ltd ACN 109 680 533 T/A Riordan Fuels)
ABN 64 109 680 533 in accordance)
with section 127(1) of the *Corporations*)
Act 2001 (Cth) by being signed by)
authorised persons:

Director

*Director/company secretary

*Delete whichever is inapplicable

Full Name

Full Name

Usual Address

Usual Address