

This agreement is made on the first day of January 2007

Between 20 Ghost Club Limited(Licensor)

And 20-Ghost Club Australian Chapter Inc.(Licensee)

Witnesseth and it is agreed as follows

1 The Licensor hereby grants to the Licensee but subject to the terms, conditions and restrictions hereinafter contained a licence commencing on 1st January 2007 to exercise the following rights and privileges namely;

a. The right to use the name 20-Ghost Club as part of the Registered name of the incorporated association.

2. The licensee agrees with the Licensor as follows:

a. That the licensee shall during the period of the licence pay to the licensor an annual fee based on the number of Australian residents being members of the Licensee as at 1st January each year as may be agreed from time to time by the Licensor and Licensee.

b. That the Licence hereby granted is personal to the Licensee and the Licensee shall not assign or attempt to assign the benefit thereof or any part thereof.


c. That the Licensee shall pay the costs of and incidental to the preparation and execution hereof;


d. The Licensee acknowledges that the Licensor is prepared to grant the Licence strictly on the basis of the clauses contained in annexure A hereto.

However should the Licensee wish to make any material changes to the objects or rules such changes may only be made with the written consent of the Licensor first being obtained. In the event that the consent of the Licensor is not first obtained then the Licensor reserves its right to terminate this Licence immediately upon written notice to the Licensee who will forthwith cease to use the name;

3. In the event of default by the Licensee in the observance or compliance with any of the obligations imposed on the Licensee hereinunder the Licensor may immediately determine this Licence by notice in writing to the Licensee.

4. No condition or obligation herein expressed or implied shall be deemed to have been waived unless such waiver is in writing and signed on behalf of the Licensor. Any such waiver shall not affect or prejudice the rights or remedies of the Licensor in respect of any future or other breach and (unless so stated) shall not amount to a general waiver of any provision hereof.


Diana J. Jones


David Darr