

<p>Draft Key Terms – Agreement for Partial Surrender and Construction Licence</p>	<p>Summary</p> <p>An agreement to facilitate the proposed development of a Community and Football facility by enabling the Town to secure the following within the existing West Coast Eagles lease boundary, in the event that the Town is satisfied that it can proceed with the development:</p> <p>(1) Partial surrender of part of the West Coast Eagles lease area to provide the Town with permanent unencumbered tenure over an area of land required for construction of the new facility;</p> <p>(2) A temporary construction licence over adjacent land to facilitate construction of the new facility.</p>
<p>Commencement Date</p>	<p>Upon execution of the agreement by both parties.</p>
<p>Draft Key Terms only and not a binding legal relationship</p>	<p>All negotiations, discussions and correspondence with (including this document) are non-binding on the parties and do not create any agreement. Pre-requisites for any binding legal relationship to be created include a Council resolution, Local Government Act compliance and conclusion of appropriate documentation drafted by lawyers to the satisfaction of the parties and executed by both parties.</p>
<p>Construction Licence</p>	<p>The form of temporary construction licence to be drafted by the lawyers of the Lessee and Lessor on terms satisfactory to both parties and to be annexed to the Agreement for Surrender and Construction Licence.</p>
<p>Costs</p>	<p>All costs to be for the account of the Lessor, including the Lessee’s reasonable legal costs of reviewing and advising the Lessee on the terms of the:</p> <ol style="list-style-type: none"> 1. Agreement for Partial Surrender and Construction Licence; 2. Deed of Partial Surrender; 3. Construction Licence.

Deed of Partial Surrender	The form of partial surrender to be drafted by the lawyers of the Lessee and Lessor on terms satisfactory to both parties and to be annexed to the Agreement for Surrender and Construction Licence.
The Lease	The Lease between the Lessor and Lessee dated on or about 18 July 2016 (as amended).
Lessee	Indian Pacific Ltd
Lessor	Town of Victoria Park
Licence Conditions	<p>The occurrence of all of the following prior to the Termination Date:-</p> <ol style="list-style-type: none"> 1. The Lessor's Chief Executive Officer serving written notice or notices on the Lessee to confirm the occurrence of the Surrender Conditions. 2. The Lessor's Chief Executive Officer serving written notice or notices on the Lessee to confirm the passing of a resolution of the Lessor's Council approving the award of a contract providing for:- <ol style="list-style-type: none"> (a) the construction of the Community and Football Facility; or (b) forward works preparatory to the construction of the Community and Football Facility.
Premises	The land leased to the Lessee by the Lessor in terms of the Lease.
Surrender Area	The area in extent 217 square metres as shown edged yellow on the attached drawing number SD005 revision C dated 21/11/2023 marked Appendix 1 being part of the Premises leased to the Lessee by the Lessor in terms of the Lease.

Surrender Conditions	<p>The occurrence of all of the following prior to the Termination Date:-</p> <ol style="list-style-type: none">1. The grant of a development approval satisfactory to the Lessor for the development of a new facility comprising Football administration, football operations, function centre and community centre situated partly on and/or over the Surrender Area (the Facility);2. The Lessor satisfying itself that it has sufficient funds whether through the Lessor's own financial resources or third party funding resources (or any combination of such resources) to enable the Lessor to commence the construction of the Facility;3. The Lessor's Council passing a resolution that has the effect of resolving to proceed with the development of the Facility and inviting tenders for the construction of the Facility.4. The Lessor's Chief Executive Officer serving written notice or notices on the Lessee to confirm the occurrence of 1-3 above.
Surrender Date	<p>The date of the Deed of Partial Surrender as specified by the Lessor following occurrence of the Surrender Conditions.</p>
Termination Date (termination of Agreement for Partial Surrender and Construction Licence)	<p>The date being twenty four months following the Commencement Date.</p>

Key Terms of Deed of Partial Surrender ('Deed')	
Costs	<p>All costs to be for the account of the Lessor, including the Lessee's reasonable costs:-</p> <ol style="list-style-type: none"> 1. For the Lessee's lawyers to review and advise the Lessee on the terms of the Deed of Partial Surrender; 2. Costs, fees and expenses of any WAPC application required to give effect to surrender and registration at Landgate.
Make Good	<p>The Lessee is not required to undertake any make good with respect to the Surrender Area.</p>
Partial Surrender	<p>From the Surrender Date the Lessee surrenders to the Lessor the Surrender Area such that on and from the Surrender Date all rights of the Lessee under the Lease are determined with respect only to the Surrender Area.</p>
Release and Lease continuing	<p>Lawyers to draft incidental clauses satisfactory to both parties to define and clarify the effect of the surrender and continued operation and enforceability of the Lease with respect to the balance of the Premises, eg:-</p> <ol style="list-style-type: none"> 1. Lessee is released as at the Surrender Date from the performance of the Lessee's covenants with respect only to the Surrender Area. 2. The Lease to remain in force with respect to the Premises less the Surrender Area.
Signing of Documents	<p>Lessee to sign all documents where reasonably required by the Lessor in order to give effect to this Deed, the WAPC application and any other application necessary in order to achieve registration of the Partial Surrender at Landgate.</p>

Key Terms of Construction Licence	A temporary construction licence to be granted by Indian Pacific Ltd (Licensor) to the Town of Victoria Park (Licensee) to facilitate construction of the new facility.
Area	The total area edged red and in extent 464 square metres on the attached drawing number SD005 revision C dated 21/11/2023 marked Appendix 1 being part of the Premises leased to the Lessee by the Lessor in terms of the Lease. This area is apportioned into a Stage 1 Area of 342 square metres and a Stage 2 Area of 108 square metres as indicated on Appendix 1.
Cooperation	<p>The parties shall cooperate with one another and act reasonably at all times having regard to their shared objectives of securing the development of the Facility and continued operation of the Licensor's usual activities at Lathlain Park. This shall include (but not be limited to) the following:-</p> <ol style="list-style-type: none"> 1. The Licensee shall fence the Area to separate the Area from Oval 1 and shall accommodate so far as is reasonable and practicable the Licensor's specifications and requirements for such fencing. The Licensor requests that the fencing along the boundary of the Area fronting Oval 1 to be higher than the standard construction fence (ie twice the height) with a dust mesh cloth so to protect Oval 1 turf. 2. The Licensor requires access around perimeter of Oval 1 playing surface fence during match days. The Licensee is to ensure this is provided on match days through the construction license area to Australian Standards AS1428. 3. The construction licence is to be split into two stages to allow the operational interface between the existing grandstand and football facility and Oval 1 during the construction of the new facility.

Costs	<p>All costs to be for the account of the Lessor, including the Lessee's reasonable legal costs of reviewing and advising the Lessee on the terms of the Construction Licence.</p>
Duration	<p>The Construction Licence, Stage 1 shall commence on a date to be specified by the Licensee being not less than 30 (thirty) days following the date of satisfaction of the Licence Conditions.</p> <p>The Stage 1 licence shall terminate on a date to be specified by the Licensee not more than 90 (ninety) days following the date of Practical completion for the Community and Football Facility.</p> <p>The Stage 2 licence shall commence on a date to be specified by the Licensee being not less than 30 (thirty) days following the date of practical completion.</p> <p>The Stage 2 licence shall terminate on a date to be specified by the Licensee not more than 90 (ninety) days following the date of Practical completion for the demolition of the existing grandstand and completion of the works to secure the vacant development site and ensure ongoing dust suppression.</p>

Insurance	<ol style="list-style-type: none"> 1. The Lessor self-insures through the LGIS mutual scheme and shall not be required to take out any insurance additional to the cover in terms of this scheme; 2. Lessor shall require its agents assigns, contractors and sub-contractors to hold the following insurances:- <ol style="list-style-type: none"> a. Public Liability Insurance for an amount not less than \$20,000,000 million in respect of any one occurrence, and unlimited as to the number of claims. b. Motor Vehicle Insurance – not for an amount not less than \$20,000,000 million. c. Workers Compensation Insurance of not less than fifty million dollars \$50,000,000. d. Product Liability Insurance for an amount not less than \$20 million in respect of any one occurrence and for an unlimited number of claims.
Licensor and Licensee	<p>Licensor : Indian Pacific Ltd Licensee : Town of Victoria Park</p>
Make Good	<p>On termination of this Construction Licence, the Licensee shall be required to make good the Area and restore the Area to substantially the same condition as at the Commencement Date.</p> <p>In undertaking Make Good, the Licensee shall consult with the Licensor and have regard, so far as is reasonable and practicable, to the Licensor’s input into the reinstatement of surfaces within the Area.</p>
No contamination	<p>The Licensee shall ensure that the Area is not affected by contamination. In the event that any contamination occurs, the Licensee shall be obliged to ensure that all required action is taken to restore the Area to a condition free of contamination.</p>

Outgoings	The Licensee shall be responsible for all outgoings which shall be all operating/running costs, including but not limited to: (i) Refuse collection; (ii) Emergency services levy; (iii) Water rates; (iv) Council rates; and (v) All utilities related to their use (e.g. electricity, gas, water, telecommunications.).
Permitted Use	<p>The temporary use of the Area by the Lessor, its agents assigns, contractors and sub contractors for the purposes of supporting the construction on adjacent and nearby Land of a new facility comprising a function area, community space, changerooms and football operations spaces, offices, coaching and media boxes, football administration spaces, landscaping, car parking, streetscape upgrades any and all purposes ancillary or incidental, including (but not limited to) :-</p> <ol style="list-style-type: none">1. Construction of fencing;2. Scaffolding;3. Placement and use of plant, equipment and building materials;4. Signage and hoardings.

Appendix 1

DRAFT

SITE PLAN - LEASING
LATHLAIN PARK ZONE 1

Status: PRELIMINARY
Path:

Scale: 1:200



Project Number: 44150
Drawing Number: SDD05
Revision: C
Date: 21/11/2023



GODDARD STREET

