

Memorandum of understanding

Kings Square redevelopment

Sirona Capital Management Pty Ltd (**Sirona**)

City of Fremantle (**Fremantle**)

MinterEllison

L A W Y E R S

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Memorandum of understanding

Kings Square redevelopment

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Details

Date

Parties

Name **Sirona Capital Management Pty Ltd**
ABN 39 149 096 284
Short form name **Sirona**
Notice details Level 2, 7 Havelock Street, West Perth, Western Australia
Facsimile: +61 8 9481 3568
Attention: The directors

Name **City of Fremantle**
ABN 76 680 272 485
Short form name **Fremantle**
Notice details Town Hall Centre, 8 William Street, Fremantle, Western Australia
Facsimile: +61 8 9430 4634
Attention: Graeme Mackenzie

Background

- A Fremantle is the owner of the Fremantle Property.
- B Sirona has the option to become the owner of the Sirona Property.
- C A strategic objective of Fremantle is to achieve increased commercial and retail activity in and around the Property.
- D Consistent with the above, Fremantle wishes to revitalise the Property generally and have Fremantle's facilities on the Property refurbished or replaced with modern equivalents that meet the contemporary needs of the people of Fremantle.
- E The parties are considering entering into the Proposed Transaction.
- F The parties intend this document to record their understanding of the 'in principle' terms and conditions on which Sirona and Fremantle propose to proceed with the Proposed Transaction and to define each party's rights and obligations in relation to the preparation of the Business Plan and negotiation of the Heads of Agreement.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this document:

Authorised Person of a party means:

- (a) the officers and employees of the party;
- (b) the financial, legal or other advisors of the party; and
- (c) the respective officers and employees of the financial, legal or other advisors of the party,

and in the case of Sirona includes a Related Body Corporate of Sirona and the officers and employees of the Related Body Corporate.

Business Day means a day on which trading banks are open for general banking business in Perth, Western Australia.

Business Plan means a business plan, as required by the LGA, in relation to a 'major trading undertaking' or the entering into of either a 'major land transaction' or a 'land transaction' that is preparatory to entry into a major land transaction (as each of those terms are defined in the LGA), relating to the Project and/or the Proposed Transaction.

Business Plan Process means the requirements of the LGA relating to the advertising and consideration of the Business Plan by Fremantle.

Contract Documents means formal legally binding contracts effecting the Proposed Transaction in accordance with the terms and conditions set out in the Heads of Agreement.

Due Diligence Investigations means:

- (a) with respect to Sirona, any investigations in relation to the Property and the Proposed Transaction that Sirona considers appropriate to assist it in determining whether to proceed with the Proposed Transaction; and
- (b) with respect to Fremantle, any investigation that in relation to the Property, Sirona, Sirona's officers and employees and the Proposed Transaction that Fremantle considers appropriate to assist it in determining whether to proceed with the Proposed Transaction.

Exclusivity Period means the period beginning on the date of this document and ending on the earlier of:

- (a) the termination of this document in accordance with its provisions; and
- (b) 5.00pm on the Target Date.

Fremantle Property means each property specified in Schedule 1.

Fremantle's Objectives are to:

- (a) achieve increased commercial and retail activity in and around the Property;
- (b) create a vibrant town centre area;
- (c) either replace or refurbish the following facilities with modern equivalents that meet the contemporary needs of the people of Fremantle:

- (i) the library;
 - (ii) the council offices;
 - (iii) the Queensgate Centre;
 - (iv) the Queensgate car park;
 - (v) the visitor centre; and
 - (vi) the civic space;
- (d) retain Myer or another anchor tenant on part of the Sirona Property;
 - (e) consider the development of a new hotel on part of the Property; and
 - (f) consider options for the development of the Spicer site.

Government Agency means any government or governmental, semi-governmental, administrative, public, regulatory or judicial entity, body, department, commission, agency or authority.

Heads of Agreement means a legally binding heads of agreement documenting the agreed structure, the obligations of the parties and the key terms and conditions (including key commercial terms) of the Proposed Transaction.

LGA means the *Local Government Act 1995 (WA)*.

Planning Scheme means such 'Planning Scheme' (as that term is defined in the *Planning and Development Act 2005 (WA)*) as is in force in respect of the Property from time to time.

Project means the refurbishment or redevelopment of all or part of the Property in such a manner that, amongst other things, is commercially viable and achieves Fremantle's Objectives to the satisfaction of Fremantle.

Property means the Fremantle Property and the Sirona Property, being the areas of land outlined in red on the plan attached to this document as Annexure A.

Proposed Transaction means an arrangement whereby Sirona obtains the ability to undertake the Project.

Related Body Corporate has the meaning given to it in the *Corporations Act 2001 (Cth)*.

Sirona Property means Lot 1 on Diagram 41192 being the whole of the land comprised in Certificate of Title Volume 1805 Folio 731 and more commonly known as 2 Newman Court, Fremantle.

Target Date means 30 June 2012 or such other date agreed to in writing by the parties.

1.2 Interpretation

In this document, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this document and a reference to this document includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to time is to Perth, Western Australia time;
- (g) a reference to a party is to a party to this document and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (l) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this document or any part of it;
- (n) examples and use of the word '**including**' and similar expressions do not limit what else may be included; and
- (o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

1.4 Inconsistency with statutory provisions

In the event of any inconsistency between:

- (a) an obligation, right or power of either Sirona or Fremantle under this document; and
- (b) an obligation, right or power of Fremantle under the LGA, the *Local Government (Miscellaneous Provisions) Act 1960* (WA), the Planning Scheme or any other statute,

the obligation, right or power of Fremantle under the LGA or the *Local Government (Miscellaneous Provisions) Act 1960* (WA), the Planning Scheme or the other statute prevails to the extent of the inconsistency.

1.5 No fettering

Nothing in or arising out of this document in any way:

- (a) diminishes Fremantle's rights and powers; or
- (b) fetters any discretion that Fremantle has,

under the LGA, the *Local Government (Miscellaneous Provisions) Act 1960* (WA), the Planning Scheme or any other statute.

2. Proposed Transaction

Without prejudice to clause 3.2, the parties agree that as soon as possible following the execution of this document, they will commence negotiations, in good faith, with each other in order to agree on a suitable structure and the terms and conditions under which they can each enter into the Proposed Transaction. They each agree that the key commercial terms to be agreed to by each party during the Exclusivity Period include:

- (a) the conceptual design issues, uses and commercial planning for the Project;
- (b) the structure of the land ownership for all or part of the Property both during the Project and after its completion;
- (c) any valuation methodology for valuing the Property and the Project in order to determine the value of the whole or part of either of them at any time;
- (d) the appointment of consultants, advisors and key contractors in relation to the Project;
- (e) the ability for security (if any) to be granted over the Property in order for Sirona to raise funding for the Proposed Transaction;
- (f) the timing for the commencement, staging and completion of the Project;
- (g) the structure of the Proposed Transaction;
- (h) the form and amount of Fremantle's contribution to the Project and what Fremantle will receive in return for that contribution; and
- (i) the allocation of risks between Fremantle and Sirona with respect to the Project.

3. Heads of Agreement and Business Plan

3.1 Preparation and negotiation of Heads of Agreement

- (a) Once the parties have substantially agreed on those matters referred to in clause 2, Sirona must prepare a draft Heads of Agreement and deliver it to Fremantle for Fremantle's consideration.
- (b) Fremantle and Sirona must negotiate in good faith and use reasonable endeavours to reach agreement on the terms and conditions of the Heads of Agreement between Fremantle and Sirona (or an entity nominated by Sirona) and execute the Heads of Agreement on or before the Target Date.
- (c) The parties intend, in due course, to replace the Heads of Agreement with the Contract Documents.

3.2 Proposed Transaction subject to Business Plan Process and execution of the Heads of Agreement

- (a) Fremantle must use its reasonable endeavours to prepare the Business Plan required for the Business Plan Process, consistent with the key commercial terms agreed to by the parties under clause 2, on or before the Target Date and contemporaneously with the preparation and negotiation of the Heads of Agreement.
- (b) The execution of the Heads of Agreement is subject to, and conditional upon, the Business Plan Process being completed in accordance with the LGA. This includes Fremantle considering any submissions made and deciding (in its discretion) to proceed with the undertaking or transaction as prescribed by the Business Plan in accordance with section 3.59(4) of the LGA.

- (c) Fremantle must act promptly in completing the Business Plan Process.
- (d) Nothing done by Fremantle in relation to negotiating the terms and conditions of this document, the matters referred to in clause 2 above, the Heads of Agreement or the Business Plan is:
 - (i) deemed to constitute a waiver of the requirement for Fremantle to first complete the Business Plan Process; or
 - (ii) enforceable against Fremantle until the Business Plan is completed and decision is made to proceed as set out in clause 3.2(b).
- (e) The Proposed Transaction is subject to the parties executing the Heads of Agreement.
- (f) Notwithstanding clause 3.1(b), the parties agree that:
 - (i) unless and until the Heads of Agreement is properly executed by Fremantle and Sirona (or an entity nominated by Sirona), the only rights and obligations between Fremantle and Sirona are those rights and obligations which are expressly set out in this document;
 - (ii) in no event will the terms and conditions of the Heads of Agreement be deemed to have been agreed between the parties or bind the parties until such time as the Heads of Agreement has been executed by Fremantle and Sirona (or an entity nominated by Sirona); and
 - (iii) neither Sirona nor Fremantle is under any obligation to proceed with the Proposed Transaction or to enter into the Heads of Agreement unless they are satisfied in all respects with the terms and conditions of the Heads of Agreement negotiated between them.

4. Memorandum of understanding

This document is legally binding upon the parties.

5. Exclusive negotiations

5.1 Fremantle to negotiate exclusively with Sirona

During the Exclusivity Period, Fremantle agrees to negotiate exclusively with Sirona with respect to the Proposed Transaction and the Heads of Agreement.

5.2 Restrictions on Fremantle

Subject to clause 5.4, during the Exclusivity Period Fremantle must not, without Sirona's prior written approval (which may be granted or withheld by Sirona in its absolute discretion):

- (a) sell, offer, advertise, agree to sell or enter into any other arrangement whereby a person (other than to Sirona or another entity nominated by Sirona in writing) obtains any interest in the Fremantle Property;
- (b) provide any information to any prospective purchaser or investor (other than to Sirona or another entity nominated by Sirona in writing) about;
- (c) invite or allow any person, other than Sirona to undertake any form of due diligence in respect of;
- (d) grant any option over;
- (e) mortgage, charge or otherwise encumber;

- (f) declare itself a trustee of;
- (g) grant any lease, licence, or other right of occupation over;
- (h) enter into an agreement with any party for the development of; or
- (i) negotiate or continue to negotiate to do anything referred to in clauses 5.2(a) to 5.2(h) in relation to,

the Fremantle Property, any part of the Fremantle Property or any interest of Fremantle in the Fremantle Property.

5.3 Third parties

Fremantle must also procure that no other person does anything for or on its behalf that Fremantle must not do under clause 5.2.

5.4 Rights of occupation

Nothing in this clause 5 prevents the City from granting leases, licences or rights of occupation over the Fremantle Property during the Exclusivity Period, provided that any such Lease, licence or other right:

- (a) is on usual commercial terms;
- (b) in the case of a licence or other right, does not adversely affect the licence granted to Sirona under clause 7; and
- (c) either:
 - (i) contains a redevelopment clause allowing for termination before the end of its term; or
 - (ii) is for a term, including options, of not more than 12 months.

6. Due diligence

6.1 Due Diligence Investigations by Sirona

- (a) During the Exclusivity Period, Fremantle:
 - (i) gives Sirona the exclusive right to undertake the Due Diligence Investigations;
 - (ii) must make available to Sirona all information and documents with respect to the Fremantle Property in Fremantle's possession or control (and not otherwise subject to an obligation of confidentiality in favour of any other person) requested by Sirona (acting reasonably) and otherwise assist Sirona in every way reasonably required in respect of Sirona's Due Diligence Investigations;
 - (iii) authorises Sirona to discuss with all relevant Government Agencies having jurisdiction over the Fremantle Property and to undertake searches of, any matters that Sirona regards as necessary to complete its Due Diligence Investigations; and
 - (iv) must sign any document that is reasonably necessary to enable Sirona to conduct the discussions and searches referred to in clause 6.1(a)(iii).
- (b) Sirona may request copies of documents, but Sirona must meet Fremantle's reasonable costs of copying those documents.
- (c) Notwithstanding clause 3.1(b), Sirona is under no obligation to proceed with the Proposed Transaction or to enter into the Heads of Agreement with Fremantle unless Sirona is satisfied, in its absolute discretion, with its Due Diligence Investigations.

- (d) Fremantle acknowledges that Sirona has the right to terminate this document under clause 8.2 if Sirona is not satisfied with its Due Diligence Investigations.

6.2 Due Diligence investigations by Fremantle

- (a) During the Exclusivity Period, Sirona:
 - (i) acknowledges that Fremantle may undertake its Due Diligence Investigations;
 - (ii) must make available to Fremantle all information and documents with respect to the Sirona Property and Sirona that are in Sirona's possession and control (and not otherwise subject to an obligation of confidentiality in favour of any other person) requested by Fremantle (acting reasonably) and otherwise assist Fremantle in every way reasonably required in respect of its Due Diligence Investigations;
 - (iii) authorises Fremantle to discuss with all relevant Government Agencies having jurisdiction over the Sirona Property and to undertake searches of, any matters that Fremantle regards as necessary to complete its Due Diligence Investigations; and
 - (iv) must sign any document that is reasonably necessary to enable Fremantle to conduct the discussions and searches referred to in clause 6.2(a)(iii).
- (b) Notwithstanding clause 3.1(b), Fremantle is under no obligation to proceed with the Proposed Transaction or to enter into the Heads of Agreement with Sirona if Fremantle is not satisfied, in its absolute discretion, with its Due Diligence Investigations.
- (c) Subject to clause 8.1(b), Sirona acknowledges that Fremantle has the right to terminate this document under clause 8.1 if Fremantle is not satisfied with its Due Diligence Investigations and has complied with under clause 8.1.

7. Licence to enter

7.1 Grant

Subject to this clause 7, during the Exclusivity Period Fremantle grants to Sirona a non-exclusive licence to enter the Fremantle Property (together with Sirona's consultants and others that Sirona may authorise), to undertake inspections, surveys, soil tests and other investigations.

7.2 Licence subject to occupancies

The licence only applies to those parts of the Fremantle Property that are not subject to a lease or other exclusive occupancy arrangement in favour of a third party.

7.3 Entry

Sirona may only enter the Fremantle Property at reasonable times and after giving Fremantle reasonable notice of its intention to do so.

7.4 Licence period

The licence is for the duration of the Exclusivity Period.

7.5 Sirona's obligations

In exercising its rights under this clause 7, Sirona must:

- (a) not cause nuisance or annoyance to Fremantle or its employees, agents, contractors, tenants, licensees or invitees and must ensure that its consultants and others it authorises to enter the Fremantle Property, do not do so;
- (b) not carry out works on the Fremantle Property without Fremantle's written consent;
- (c) rectify immediately at its own expense any damage it does to the Fremantle Property; and

(d) do so in the company of a representative of Fremantle (if required by Fremantle).

7.6 Fremantle released

Sirona exercises its rights under the licence at Sirona's risk. Sirona releases Fremantle from and agrees that Fremantle is not liable for any liability, loss, penalties, payments, costs, charges and expenses directly or indirectly arising from or incurred in connection with damage to or loss of any property or injury to or the death of any person as a consequence of Sirona exercising its rights under the licence, except to the extent it is caused or contributed to by Fremantle's negligence, neglect or default.

7.7 Indemnity in connection with licence

Sirona is liable for and irrevocably and unconditionally indemnifies Fremantle against all liability, loss, penalties, payments, costs, charges and expenses directly or indirectly arising from or incurred in connection with damage to or loss of any property or injury to or the death of any person caused or contributed to by the omission, act, negligence or default of Sirona, its consultants or any other person who enters the Fremantle Property pursuant to the licence granted to Sirona under this clause 7.

7.8 Indemnity continues

The indemnity in clause 7.7 is independent from Sirona's other obligations under this document and survives the termination of this document.

7.9 Tenanted areas

Fremantle must use reasonable endeavours to make arrangements with tenants and other occupiers of the Fremantle Property to enable Sirona to enter those parts of the Fremantle Property which are subject to a lease or other exclusive tenancy arrangement for the same purposes and on the same conditions as the licence in this clause 7.

8. Termination

8.1 Termination by Fremantle

- (a) If Fremantle is not satisfied, in its absolute discretion, with its Due Diligence Investigations, Fremantle may provide written notice to Sirona of the aspects of its Due Diligence Investigations it is not satisfied with and its intention to exercise its right to terminate this document (**Proposed Fremantle Termination Notice**).
- (b) If requested by Sirona within 10 Business Days of Sirona's receipt of a Proposed Fremantle Termination Notice, Fremantle must meet and consult in good faith with Sirona in order to agree on a strategy in which Sirona can resolve or satisfy the issues the subject of the Proposed Fremantle Termination Notice and a reasonable timeframe for Sirona to do so.
- (c) If Sirona has not resolved or satisfied the aspects or issues the subject of the Proposed Fremantle Termination Notice to the satisfaction of Fremantle (acting reasonably) within the timeframe agreed to by Fremantle and Sirona pursuant to clause 8.1(b), Fremantle may terminate this document with immediate effect by giving written notice to Sirona.

8.2 Termination by Sirona

- (a) If Sirona is not satisfied, in its absolute discretion, with its Due Diligence Investigations, Sirona may provide written notice to Fremantle of the aspects of its Due Diligence Investigations it is not satisfied with and its intention to exercise its right to terminate this document (**Proposed Sirona Termination Notice**).

- (b) If requested by Fremantle within 10 Business Days of Fremantle's receipt of a Proposed Sirona Termination Notice, Sirona must meet and consult in good faith with Fremantle in order to agree on a strategy in which Fremantle can resolve or satisfy the issues the subject of the Proposed Sirona Termination Notice and a reasonable timeframe for Fremantle to do so.
- (c) If Fremantle has not resolved or satisfied the aspects or issues the subject of the Proposed Sirona Termination Notice to the satisfaction of Sirona (acting reasonably) within the timeframe agreed to by Sirona and Fremantle pursuant to clause 8.2(b), Sirona may terminate this document with immediate effect by giving written notice to Fremantle.

8.3 Automatic termination – replacement by Heads of Agreement

This document will immediately and automatically terminate upon Fremantle and Sirona (or an entity nominated by Sirona) entering into the Heads of Agreement.

8.4 Termination by notice

If the Heads of Agreement is not executed by Fremantle and Sirona (or an entity nominated by Sirona) by 5.00pm on the Target Date, either party may terminate this document with immediate effect by giving written notice to the other party.

8.5 Consequences of termination

- (a) On termination of this document:
 - (i) each party is released from the performance of its obligations under this document; and
 - (ii) the licence granted to Sirona in clause 7 ends.
- (b) Termination of this document does not affect any accrued rights or remedies either party may have.
- (c) Any indemnity or obligation of confidence under this document continue to apply to the parties after termination of this document. Any other term by its nature intended to survive termination of this document, survives termination of this document.

9. Notices

A notice, consent, approval, request or demand in connection with this document:

- (a) must be in writing and in English;
- (b) must be signed by the party giving it or that party's authorised officer, attorney or solicitor;
- (c) must be left at or posted by prepaid post (airmail, if posted outside Australia) to the address of the addressee, or sent to the addressee's facsimile number, in the notice details for that party in this document, or if the addressee notifies another address or facsimile number for receipt of documents, then at or to that address or facsimile number;
- (d) is taken to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if posted in Australia, on the second Business Day after posting;
 - (iii) if posted outside Australia, on the seventh Business Day after posting; and

- (iv) if sent by facsimile, when the machine sending the facsimile generates a report showing that the total number of pages of the facsimile were successfully sent to the facsimile number of the addressee; and
- (e) unless a later date is specified in it, takes effect on the date it is taken to be received.

10. General

10.1 Further action

Each party must use reasonable efforts to do all things necessary or desirable to give full effect to this document.

10.2 Costs

Each party must pay their own costs and expenses in relation to the preparation, negotiation and execution of this document, the Business Plan and the Heads of Agreement.

10.3 Alterations

This document may only be altered in writing signed by each party.

10.4 Approvals and consents

Except where this document expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this document.

10.5 No assignment

A party may only assign this document or a right under this document with the prior written consent of each other party.

10.6 Nomination of entity

Sirona must first obtain the written consent of Fremantle (such consent not to be unreasonably withheld), if it nominates an entity that is not a Related Body Corporate of Sirona, to enter into the Heads of Agreement.

10.7 Counterparts

This document may be executed in any number of counterparts. All executed counterparts constitute one document.

10.8 Entire agreement

- (a) This document constitutes the entire agreement between the parties in relation to its subject matter and supersedes all earlier understandings or agreements in relation to its subject matter.
- (b) Until such time as the Heads of Agreement is properly executed by Fremantle and Sirona (or an entity nominated by Sirona), no undertakings or representations will arise as a result of:
 - (i) negotiations between the parties in relation to the Heads of Agreement; or
 - (ii) any action or inaction by a party on the assumption or in the expectation that the Heads of Agreement will be executed.

10.9 Waiver

Waiver of any provision of or right under this document:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

10.10 Relationship

Except where this document expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

10.11 Governing law and jurisdiction

This document is governed by the law of Western Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.

Schedule 1 – Fremantle Property

Land description	Volume	Folio	Street address
Lot 3 on Diagram 42476	1841	867	20 Henderson Street, Fremantle (Queensgate Car Park)
Lot 2 on Diagram 41354	1841	866	10 William Street, Fremantle (Queensgate Centre)
Fremantle Town Lot 374 and a portion of Fremantle Town Lot 375	416	31A	10 Henderson Street, Fremantle (Spicer site)
Lot 52 on Deposited Plan 424	531	164	52 Newman Court, Fremantle (King's Square)
Lot 51 on Diagram 424	106	188	51 Newman Court, Fremantle (King's Square)
Lots 1, 5, 6 and 66 on Diagram 5996	819	200	Lot 1 High Street, Fremantle (City Administration)
Lots 2, 3 and 4 on Diagram 5996	1202	567	Lots 2, 3 and 4 High Street, Fremantle (City Administration)
Lot 1 on Plan 11	7	141	1 William Street, Fremantle (City Administration)
Lot 2 on Plan 11	350	21	Lot 2 William Street, Fremantle (City Administration)
Lot 3 on Plan 11	845	153	Lot 3 on William Street, Fremantle (City Administration)
Lot 4 on Plan 11	59	40	8 William Street, Fremantle (Town Hall)

Signing page

EXECUTED as a deed.

Executed by Sirona Capital Management Pty Ltd ABN 39 149 096 284 in accordance with section 127 of the Corporations Act by authority of its directors

Signature of director

Name of director (print)

← _____ ←
Signature of director/company secretary

(Please delete as applicable)

← _____ ←
Name of director/company secretary (print)

The common seal by the City of Fremantle was hereunto affixed by authority of a resolution of the Council in the presence of:

Signature of mayor

Name of mayor (print)

← _____ ←
Signature of Chief Executive Officer

← _____ ←
Name of Chief Executive Officer (print)

Annexure A

Land included within the definition of
'Property'

Annexure to Memorandum of understanding

MinterEllison

L A W Y E R S