

## Overview

- The Urban Renewal Authority ABN 86 832 349 553 (**Renewal SA**) has issued an Expression of Interest entitled “Expression of Interest, Copper Coast – Long Term Government Lease Commitments and Infrastructure Contributions” (**EOI**), seeking a developer with developable land in the Copper Coast Council area (Land) to create allotments and construct dwellings to lease to the State Government on the Land (GEH Dwellings) and (if applicable) to create other fully serviced allotments on the Land in addition to the GEH Lots (Private Market Lots).
- These Key Contractual Principles (KCPs) form part of the EOI issued by Renewal SA.
- These KCPs outline the required contractual framework and risk allocation required by Renewal SA for the formal legal arrangements to be entered into between Renewal SA and the Successful Developer.
- Renewal SA expects full acceptance and compliance with each KCP. Applications that offer shorter delivery timeframes will be considered favourably in accordance with the Evaluation Criteria.
- The form of the legal contractual arrangements entered into by Renewal SA and the Successful Developer will be determined based on the Successful Developer’s submission and will incorporate:
  - each of the KCPs; and
  - the responses received to the EOI from the Successful Developer (to the extent such responses are accepted by Renewal SA).
- These KCPs are to be read in conjunction with the rest of the EOI.
- Terms defined in the EOI have the same meaning in these KCPs (unless specifically defined in these KCPs).

| Key Contractual Principles                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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| 1. Parties                                | The Urban Renewal Authority ABN 86 832 349 553 ( <b>Renewal SA</b> ), the Minister for Infrastructure and Transport acting through the Department for Infrastructure and Transport ( <b>GEH</b> ) and the Successful Developer will be parties to the legal contractual arrangements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2. Transaction Documents                  | <p>A Development Deed will be entered into between Renewal SA and the Successful Developer. The Deed will include an attached form of the Government Employee Residential Program Lease Agreement, that the Successful Developer and GEH will enter into, with respect to each GEH Dwelling (<b>Deed</b>).</p> <p>The final form of the legal contractual arrangements to be entered into by Renewal SA and the Successful Developer will be determined based on these KCPs and the Successful Developer's submission.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3. Design of Allotments and GEH Dwellings | <p>The Successful Developer will:</p> <ul style="list-style-type: none"> <li>3.1.If applicable, prior to execution of the Deed, lodge any new land division applications and/or planning variations as agreed to and approved by both parties.</li> <li>3.2.within 3 months of execution of the Deed, develop the GEH Dwelling concept design documentation approved by Renewal SA as part of this EOI, into detailed Issue for Construction (IFC) documentation. This will involve two design reviews, at stages within the 3 months to be agreed by both parties prior to execution of the Deed. IFC documentation shall include: <ul style="list-style-type: none"> <li>i. Site plan – configuration of dwelling on site, hardscape, softscape;</li> <li>ii. Elevations – faced and roof finishes, eve depths, landscaping</li> <li>iii. Floor plan – floor layouts, furniture set out;</li> <li>iv. Services plan / layout – service connections, equipment and plant locations;</li> <li>v. Joinery – joinery layout/ shop drawings; and</li> <li>vi. Finishes schedule – finish selections.</li> </ul> <p>All drawings to be to scale, include a north arrow, and show clear dimensions for key rooms, hallways, external alfresco area and the driveway.</p> </li> <li>3.3.Designs to comply with the South Australian Planning and Design Code, the National Construction Code and the 'Regional Housing Guideline' set out in Appendix C of the EOI.</li> </ul> |

| Key Contractual Principles                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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| 4. Delivery of GEH Lots and GEH Dwellings | <p>The Successful Developer will:</p> <ul style="list-style-type: none"> <li>4.1. within 24 months of execution of the Deed, create up to 10 Certificates of Title, each between 500 and 1,000 square meters in size, for the GEH allotments (GEH Lots). Allotments between 500 and 750 square meters will be considered favourable.</li> <li>4.2. Within 24 months of execution of the Deed, service each GEH Lot and construct all necessary allotment infrastructure including but not limited to water, wastewater, electricity, broadband, stormwater, and vehicular access.</li> <li>4.3. within 24 months of execution of the Deed, complete construction of one (1) residential dwelling (GEH Dwelling) on each GEH Lot.</li> <li>4.4. construct each GEH Dwelling in accordance with: <ul style="list-style-type: none"> <li>a. the <i>South Australian Planning and Design Code</i> and applicable legislation</li> <li>b. the <i>National Construction Code</i> and applicable Australian Standards</li> <li>c. the <i>Regional Housing Guideline</i> set out in Appendix D of the EOI; and</li> <li>d. the <i>Issue for Construction</i> design documentation, as approved by Renewal SA and the Successful Developer</li> </ul> </li> <li>4.5. during construction, lead bi-monthly Project Control Group (PCG) meetings, involving key members of the Successful Developer's project team and Renewal SA. PCG meetings must include discussion of works undertaken on site, including (without limitation) construction progress, operations, quality assurance, work health and safety, risk and compliance management, and stakeholder engagement with Council, neighbouring properties, and as required, the broader community. <ul style="list-style-type: none"> <li>a. An agenda must be issued at least one week prior to each PCG meeting.</li> <li>b. Minutes must be issued within one week of the meeting date and must include dated site photographs.</li> </ul> </li> </ul> |
| 5. Leases for GEH Dwellings               | <p>Upon completion of each GEH Dwelling, the Successful Developer will lease each GEH Dwelling to GEH on the following terms:</p> <ul style="list-style-type: none"> <li>5.1. The lease will be on the terms contained in the Government Employee Residential Program Lease Agreement attached to this EOI.</li> <li>5.2. The lease will commence upon completion of the GEH Dwelling and, subject to (3) below, continue for an initial term of 10 years with one right of renewal of 5 years.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| Key Contractual Principles                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
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|                                                             | <p>5.3. If the Successful Developer does not complete the GEH Dwelling within 24 months of execution of the Deed, the initial term of the lease for the GEH Dwellings will be reduced by the period of the delay.</p> <p>5.4. The commencing rent will be market rent determined by an independent valuer appointed by GEH.</p> <p>5.5. The GEH Dwelling may be sold by the Successful Developer during the term of the lease, provided the lease remains in place when the new owner becomes the lessor.</p> <p>The State Government (including GEH) is not obliged to lease any GEH Dwellings that are not complete within 36 months of execution of the Deed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 6. Infrastructure Contributions towards Private Market Lots | <p>6.1. The infrastructure contribution (<b>Contribution</b>) applies only to the servicing and civil infrastructure costs associated with the construction of additional private market sale allotments (<b>Private Market Lots</b>). The Contribution does <b>not</b> apply to:</p> <ul style="list-style-type: none"> <li>• GEH Lots,</li> <li>• any infrastructure required to be constructed outside of the development site (such as external pumping stations), and</li> <li>• any pre-existing works completed prior to execution of the Deed.</li> </ul> <p>6.2. If approved to receive the Contribution, the Successful Developer must within 30 months of execution of the Deed, create individual Certificates of Title for the Private Market Lots and complete all service connections and required civil infrastructure, including but not limited to water, stormwater, wastewater, electricity, telecommunications, retaining, hardscaping, softscaping and fencing.</p> <p>6.3. The Contribution amount, as determined by the Evaluation Panel, will be:</p> <ul style="list-style-type: none"> <li>• capped at \$50,000 per Lot, and</li> <li>• will not exceed \$1,000,000 (GST exclusive), or 50% of the total cost of the civil infrastructure for the Private Market Lots.</li> </ul> <p>6.4. The Contribution will be paid by Renewal SA to the Successful Developer once both:</p> |

| Key Contractual Principles |                                                                                                                                                                                                                                                                                                                                                                                                |
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|                            | <ul style="list-style-type: none"><li>• the Private Market Lots have been created and the service connections and civil infrastructure is complete in accordance with (6.2), to Renewal SA's reasonable satisfaction; and</li><li>• the GEH Dwellings are complete and have been leased to GEH.</li></ul> <p>The terms on which the Contribution will be paid will be set out in the Deed.</p> |