
Council of the City of Ryde

ABN 81 621 292 610

and

AMP Capital Funds Management Limited

ABN 15 159 557 721 as responsible entity for the AMP Capital Shopping Centre Fund

and

AMP Capital Funds Management Limited ABN 15 159 557 721 as responsible entity for the AMP Capital Diversified Property Fund

and

AMP Macquarie Pty Limited ABN 91 103 734 854 as trustee of the AMP Macquarie Trust

Planning Agreement

Environmental Planning and Assessment Act 1979



Planning Agreement

Contents

1	Definitions and Interpretation	1
	1.1 Definitions	1
	1.2 Interpretations	7
2	Planning Agreement	8
	2.1 Condition Precedent	8
	2.2 Planning agreement under the EP&A Act	8
	2.3 Application of the Planning Agreement	8
3	Development Contributions	8
	3.1 Payment or Delivery of Contributions	8
4	Monetary Contributions	9
	4.1 Application of sections 7.11, 7.12 and 7.24 of the EP&A Act	9
5	Caveat	9
	5.1 Caveatable interest	9
	5.2 Caveat Prior to Registration	9
6	No registration of this Deed	10
	6.1 Ownership of the Land	10
	6.2 Registration on title	10
7	Release and Discharge	10
	7.1 Council to release	10
8	Breaches to be rectified	11
	8.1 Notice	11
	8.2 Schedule 6 applies	11
9	Security	11
	9.1 Security to be provided	11
	9.2 Council election	11
10	Assignment and other dealings	11
	10.1 Schedule 11 applies	11
11	Review of Deed	11
	11.1 Review	11
12	Dispute resolution	12
	12.1 Schedule 7 applies	12
13	Trustee and responsible entity provisions	12
	13.1 Acknowledgement	12
	13.2 Developer's liability	12
14	Overdue payments	12
	14.1 Interest on overdue money	12
	14.2 Compounding	13
	14.3 Interest on liability merged in judgment or order	13
15	GST	13

Planning Agreement

Date 2 NOVEMBER 2018

Parties

Council of the City of Ryde ABN 81 621 292 610 of 3 Richardson Place, North Ryde, New South Wales (**Council**).

AMP Capital Funds Management Limited ABN 15 159 557 721 as responsible entity for the AMP Capital Shopping Centre Fund and **AMP Capital Funds Management Limited** ABN 15 159 557 721 as responsible entity for the AMP Capital Diversified Property Fund and **AMP Macquarie Pty Limited** ABN 91 103 734 854 as trustee of the AMP Macquarie Trust each of 33 Alfred Street, Sydney, New South Wales, 2000 New South Wales (**Developer**).

Recitals

- A The Developer is the freehold owner of the Land.
- B The Staged Consent has been granted and is a 'deferred commencement consent'. Condition 1 in Part 1 of the Staged Consent requires the entry into of a planning agreement on terms satisfactory to Council that records the Developer's offer dated 14 October 2016 to provide the public benefits set out in this Deed.
- C The terms and conditions of the Deed formally record the agreement between the Parties in relation to the Developer's offer to provide the public benefits set out in this Deed in connection with the Staged Consent.

The parties agree

1 Definitions and interpretation

1.1 Definitions

The following words have these meanings in this Deed unless the contrary intention appears:

Adjustment Date means each 30 June every year after the date of this Deed.

Annexure means an annexure to this Deed.

Appeal means an appeal (including an application for any kind of leave to appeal) in a Court of competent jurisdiction against the decision of a lower court.

Appeal Notice means:

- (a) in proceedings in the Court of Appeal:
 - (i) an application for leave to Appeal;
 - (ii) a notice of intention to Appeal; or

- (iii) if a valid notice of intention to Appeal has been lodged, a notice of appeal;
and
- (b) in proceedings in the High Court, an application for Special Leave to Appeal.

Application means an application for any Approval.

Approval means any approvals, consents, certificates, permits, endorsements, licences, conditions, permissions or requirements (and any modifications or variations to them) which may be required by Law for the commencement and carrying out of the Contributions Works or the Development generally and includes a Development Consent or other approval under the EP&A Act (or modification of that approval).

Authority means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes an accredited certifier accredited under the *Building Professionals Act 2005* (NSW).

Bank Bill Rate means the average bid rate for Bills having a tenor of 90 days as displayed on the 'BBSY' page of the Reuters Monitor System on the day the relevant payment is due (**Due Date**). However, if the average bid rate is not displayed by 10:30 am on the Due Date or if it is displayed but there is an obvious error in that rate, **Bank Bill Rate** means:

- (a) the rate the Council calculates as the average of the bid rates quoted at approximately 10:30 am on that day by each of five or more institutions chosen by the Council which provide rates for display on the 'BBSY' page of the Reuters Monitor System for Bills of a 90 day tenor which are accepted by that institution (after excluding the highest and the lowest, or in the case of equality, one of the highest and one of the lowest bid rates); or
- (b) where the Council is unable to calculate a rate under paragraph (a) because it is unable to obtain the necessary number of quotes, the rate set by the Council in good faith at approximately 10:30 am on that day, having regard, to the extent possible, to the rates otherwise bid for Bills of a 90 day tenor at or around that time.

The rate calculated or set must be expressed as a percentage rate per annum and be rounded up to the nearest fourth decimal place.

Council may calculate a rate under paragraph (a) or (b) before 11:00 am on the Due Date, but if the average bid rate appears on the 'BBSY' page by 11:00 am and there is no obvious error in it, the 'BBSY' page rate applies as the **Bank Bill Rate** under this Deed despite any calculation by the Council under paragraph (a) or (b).

Bank Guarantee has the meaning given to this term in Schedule 10.

Bills means a bill of exchange as defined in the *Bills of Exchange Act 1909* (Cth), but does not include a cheque.

Building means any and all buildings or other improvements on the Land as the date of this Deed and erected on the Land after the date of this Deed.

Business Day means any day except for Saturday or Sunday or a day which is a public holiday in Sydney.

Community Facility means the library and creative hub as described in the Community Facility Brief, to be delivered by the Developer under this Deed.

Community Facility Works means the works to be undertaken by the Developer briefly described in the table contained in Schedule 3 to deliver the **Community Facility**.

Community Facility Brief means the document contained in Schedule 16 describing the Community Facility to be delivered by the Developer.

Community Facility Lease means the lease of the Community Facility Lot in the form contained in Schedule 5 completed in accordance with Schedule 4.

Community Facility Lot means that part of the Land having an area of not less than 5000 square metres on which the Community Facility Works are to be constructed and to which the Community Facility Lease will relate.

Construction Certificate means has the meaning given to that term in section 6.4(a) of the EP&A Act.

Contributions means the provision of material public benefits, all as provided for in the Contributions Schedule and other provisions of this Deed.

Contributions Schedule means the table (and notes) contained in Schedule 3.

Contribution Value means the amount agreed as at the date of this Deed between the Council and the Developer and shown in column 4 of the table contained in Schedule 3.

Costs include all costs, charges and expenses, including those incurred in connection with advisers.

Court means the New South Wales Land and Environment Court or any other court of competent jurisdiction.

CPI means the Sydney Consumer Price Index (All Groups) published by the Commonwealth Statistician, or if that index no longer exists, any similar index which the Council determines in its sole discretion.

Deed means this instrument and includes all Annexures, Schedules and other documents forming part of it.

Development means the development described in clause 2 of Schedule 2.

Development Application has the same meaning as in the EP&A Act.

Development Consent means each 'Development Consent' as that term is defined in the EP&A Act or an approval under Part 4 of the EP&A Act and includes any Modification granted with respect to the Development Consent.

Encumbrance, in relation to any land, means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention;
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off;

- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist, in respect of that land.

Enforcement Bank Guarantee has the meaning given to this term in Schedule 10.

Election Bank Guarantee has the meaning given to this term in Schedule 10.

EP&A Act means the *Environmental Planning and Assessment Act 1979* (NSW).

EP&A Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Explanatory Note means the explanatory note relating to this Planning Agreement, as required by clause 25E of the EP&A Regulation, being Exhibit A to this Deed.

Gross Floor Area or GFA has the meaning given in the Ryde Local Environmental Plan 2014.

GST has the meaning it has in the GST Act.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Handover Specification means the standards and requirements for the condition of the Community Facility Lot set out in Schedule 17.

Insurer means an insurer that is licensed by the Australian Prudential Regulatory Authority (APRA) to operate in Australia or has an investment grade rating from an industry recognised rating agency such as Moodies, Standard & Poors or Bests.

Interest Rate in relation to interest payable on any payment due under this Deed means the rate which is the Bank Bill Rate plus a margin of 2% per annum.

Just Terms Act means the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW).

Land means the land described in clause 1 of Schedule 2 and any subsequent Subdivision of that land.

Law means:

- (a) the common law including principles of equity; and
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an Authority.

Legal Costs means legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher.

Legal Challenge means proceedings in a Court in which a declaration that a Development Consent or Approval in relation to the Development is invalid, and includes, but is not

limited to, any proceedings in which such a declaration is sought which are heard on remitter from another Court following an Appeal.

Modification means a 'modification' of a Development Consent within the meaning of section 4.55 of the EP&A Act.

Monetary Contribution means contributions payable under section 7.11 or 7.12 of the EP&A Act.

Notified Party has the meaning given in clause 8.1.

Notifying Party has the meaning given in clause 8.1.

Occupation Certificate means has the meaning given to the term in section 6.4(c) of the EP&A Act and which may be interim or final.

Party means a Party to this Deed (and includes their successors and assigns) and **Parties** means all of them (as the context requires).

Permitted Encumbrance means each of:

- (a) easements benefitting statutory authorities, encroachments authorised by Approvals and environmental management requirements;
- (b) any of the following:
 - (i) an Encumbrance (other than a mortgage, charge, pledge, lien, security interest, title retention, contractual right of set-off, or any other security agreement or arrangement in favour of any person); and
 - (ii) such other agreement or arrangement,the Council (acting reasonably) agrees in writing are permitted encumbrances;
- (c) any Encumbrance that does not prevent the future use of the relevant land for the public purpose for which it is to be leased under this Deed, unless the Encumbrance is a charge arising as a result of unpaid taxes or charge.

Planning Agreement means this Deed.

Practical Completion means in relation to the Community Facility Lot, the point of time at which the relevant Certifier (as defined in Schedule 4) notifies the Developer that it is satisfied, acting reasonably, that:

- (a) the Community Facility Work has been completed in accordance with all relevant Approvals and this Deed (except for minor defects or omissions); and
- (b) Community Facility Lot satisfies the requirements set out in the Handover Specification.

Real Property Act means the *Real Property Act 1900* (NSW).

Register means the Torrens title register maintained in New South Wales under the Real Property Act.

Related Body Corporate has the meaning given to that term in section 50 of the *Corporations Act 2001 (Cth)*.

Schedule means a schedule to this Deed.

Stage means any part of the Development described in paragraphs (a) to (b) of clause 2 of Schedule 2.

Staged Consent means the Development Consent granted to Development Application LDA 2015/0655 by Notice of Determination dated 10 November 2016 issued by Council.

Subdivision has the meaning given to *subdivision of land* in section 6.2 of the EP&A Act and **Subdivide** has a similar meaning.

Sunset Date means the earlier to occur of:

- (a) 12 years after the date of the Construction Certificate authorising construction that results in Gross Floor Area of the Building on the Land being greater than that which existed as at the date of this Deed; and
- (b) 6 months after the date of the first Occupation Certificate for the fourth tower to be constructed above the retail podium.

Suspension Expiry Date means the date on which the Suspension Period ends.

Suspension Period means the period of time from and including the date on which a document initiating a Legal Challenge has been served on the Council and the Developer and ending on:

- (a) subject to paragraphs (b) and (c), the date on which:
 - (i) the Legal Challenge is discontinued;
 - (ii) final orders (apart from any orders as to costs) are made in the Legal Challenge; or
 - (iii) for any other reason, the Legal Challenge no longer includes an application for a declaration that the Development Consent or Approval for the Development is invalid;whichever is the earlier;
- (b) subject to paragraph (c), if an Appeal Notice is filed and served in connection with final orders in the Legal Challenge or an Appeal from the Legal Challenge (apart from any orders as to costs), the date on which:
 - (i) the Appeal is discontinued;
 - (ii) final orders (apart from any orders as to costs) are made in the Appeal; or
 - (iii) for any other reason, the Appeal no longer includes an appeal in respect of a Court decision regarding the validity of the Development Consent whichever is earlier,

unless the orders in the Appeal require the Legal Challenge to be remitted to another Court in relation to the validity of the Development Consent or Approval for the Development, in which case paragraph (a) re-applies; or

- (c) the date which is 15 Business Days after the date on which the period of time allowed for filing an Appeal Notice described in paragraph (b) has expired, if no valid Appeal Notice has been filed and served by that first-mentioned date.

For the avoidance of doubt, the Suspension Period continues if paragraph (b) applies.

Taxes means taxes, levies, imposts, deductions, charges and duties (including stamp and transaction duties), excluding GST (which is dealt with at clause 15), together with any related interest, penalties, fines and expenses in connection with them, except if imposed on, or calculated having regard to, the net income of a person.

1.2 Interpretations

In this Deed:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) *person* includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a Party includes that Party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (d) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re enactments, replacements and substitutions;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to a Party, clause, schedule, exhibit, attachment or annexure is a reference to a Party, clause, schedule, exhibit, attachment or annexure to or of this Deed, and a reference to this Deed includes all schedules, exhibits, attachments and annexures to it;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) *includes* in any form is not a word of limitation;
- (j) a reference to \$ or dollar is to Australian currency;
- (k) a reference to any notice, claim, demand, consent, approval, authorisation, direction, notification, request, communication, or waiver being given or made by a

Party is a reference to its being given or made in writing, and the expression *notice* includes any of the foregoing;

- (l) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Deed; and
- (m) any capitalised term used, but not defined in this Deed, will have the meaning ascribed to it under, and by virtue of, the EP&A Act.

2 Planning Agreement

2.1 Condition Precedent

This Deed commences on the execution of this Deed by all Parties.

2.2 Planning agreement under the EP&A Act

This Deed constitutes a planning agreement within the meaning of section 7.4 of the EP&A Act.

2.3 Application of the Planning Agreement

This Deed applies to:

- (a) the Land; and
- (b) the Development.

3 Development Contributions

3.1 Payment or Delivery of Contributions

- (a) Subject to this Deed, once a Construction Certificate has been issued for any part of the Development authorising the construction of additional GFA on the Land beyond the GFA which existed as at the date of this Deed, the Parties agree that the Developer must (at its Cost and risk):
 - (i) undertake the Community Facility Works in accordance with Schedule 3 and Schedule 4;
 - (ii) grant to Council the Community Facility Lease in accordance with Schedule 4 and Schedule 5; and
 - (iii) where applicable, pay the Monetary Contributions in accordance with clause 4.1 and Schedule 3.
- (b) The Parties agree that the provision of the Contributions will serve the public purposes set out in Column 2 of the table set out in Schedule 3.
- (c) Despite any reference to an area of land in this Deed, the Parties agree that the area of the Community Facility Lot is subject to final survey.

4 Monetary Contributions

4.1 Application of sections 7.11, 7.12 and 7.24 of the EP&A Act

- (a) This Deed does not exclude the application of section 7.24 of the EP&A Act to the Development.
- (b) This Deed excludes the application of section 7.11 and section 7.12 of the EP&A Act to the Development to the extent that it authorises an additional GFA of up to 148,000m² GFA beyond the GFA constructed on the Land at the date of this Deed.
- (c) This Deed does not exclude the application of section 7.11 and section 7.12 of the EP&A Act to any further GFA which may be approved after the date of this Deed beyond the maximum additional 148,000 m² GFA approved as part of the Development.

5 Caveat

5.1 Caveatable interest

The Developer acknowledges and agrees that:

- (a) when this Deed is executed Council is deemed to have acquired, and the Developer is deemed to have granted, an equitable estate and interest in the Land for the purposes of section 74F(1) of the Real Property Act; and
- (b) Council has an interest in the Land sufficient to lodge a caveat against title to the Land for recording on the Register notifying that interest.

5.2 Caveat Prior to Registration

The Developer acknowledges and agrees that:

- (a) Council may lodge a caveat on the title to the Land to protect its rights under this Deed and the Developer will not object to Council lodging a caveat on the relevant folio of the Register for the Land nor (subject to the provisions of this clause 5) will it seek to remove any caveat lodged by the Council.
- (b) If Council lodges a caveat in accordance with this clause 5, then Council must do all things reasonably required to ensure that the caveat does not prevent or delay either the registration of this Deed or any dealing in the Register which is not inconsistent with the Developer's ability to deliver the Community Facility in accordance with this Deed (including without limitation dealings such as leases, transfers of leases, subleases, surrenders of lease, variations of leases, easements and covenants), and does not prevent or delay any Subdivision or consolidation of the Land in connection with the Development (including without limitation as described in clause 5.2(f)), provided the Developer is not in breach of any obligations under this Deed.
- (c) Council (as the caveator) will provide any consent the Developer may reasonably require to enable this Deed or any Dealing to be registered in accordance with this clause 5.2.

- (d) Council will promptly, following registration of this Deed (if that occurs), do all things reasonably necessary to remove the caveat from the title to the Land.
- (e) The Developer is responsible for all reasonable Legal Costs Council may incur in connection with any caveat notifying Council's interest in the Land that is recorded on the register subject to any qualification or limitation set out in Schedule 14.
- (f) The parties acknowledge and agree that future stages of the Development may include stratum and strata Subdivision to create separate titles for parts of the Land, and that Council:
 - (i) shall only be entitled to register and maintain a caveat over the title to that part of the Land which comprises or includes from time to time the lot or lots in which the Community Facility is to be located; and
 - (ii) must promptly sign and deliver to the Developer such documentation as is necessary to withdraw any caveat lodged by Council in relation to any part of the Land which does not comprise or include the lot or lots in which the Community Facility is to be located .

6 No registration of this Deed

6.1 Ownership of the Land

The Developer represents and warrants that it is the legal and beneficial owner of Land, and will be the legal and beneficial owner of all of the Land prior to any obligations to deliver Community Facility Works under this Deed arising.

6.2 Registration on title

The Parties agree that registration of this Deed in the relevant folio of the Register for the Land pursuant to section 7.6 of the EP&A Act:

- (a) is not required for so long as the Developer or one or more Related Bodies Corporate is the registered proprietor of the Land; and
- (b) is required if the registered proprietor of the Land is other than the Developer or one or more Related Bodies Corporate in accordance with Schedule 8.

7 Release and Discharge

7.1 Council to release

Council agrees to release and discharge this Deed and remove any caveat lodged by Council pursuant to clause 5 on the release and discharge terms contained in clause 5 and Schedule 9 to this Deed.

8 Breaches to be rectified

8.1 Notice

If a party (**Notifying Party**) considers that another party (**Notified Party**) has defaulted on the performance of any of its obligations under this Deed, then the Notifying Party may give written notice to the Notified Party which:

- (a) identifies the nature of the breach; and
- (b) provides at least 20 Business Days (except in the case of an emergency or where there is an issue of public safety where less time may be specified) within which the Notified Party must rectify that breach and what action must be taken to rectify that breach.

8.2 Schedule 6 applies

If a Notifying Party gives a notice under this clause 8 then the provisions in Schedule 6 will apply.

9 Security

9.1 Security to be provided

The Developer has agreed to provide security to the Council for performance of its obligations under this Deed on the terms and conditions of Schedule 10.

9.2 Council election

Council may elect to exercise the rights set out in clause 3 of Schedule 10 if the Community Facility Lease is not granted (and commences) on or before the Sunset Date.

10 Assignment and other dealings

10.1 Schedule 11 applies

The Developer agrees that the provisions of Schedule 11 apply in relation to any proposed assignment or dealing in relation to the Land (or any part of it) or of the Developer's interest in this Deed.

11 Review of Deed

11.1 Review

The Parties may agree to review this Deed. Any review or modification will be conducted in the circumstances and in the manner determined by the Parties.

12 Dispute resolution

12.1 Schedule 7 applies

The Parties agree that any disputes under or in relation to this Deed will be resolved in accordance with the procedures set out in Schedule 7.

13 Trustee and responsible entity provisions

13.1 Acknowledgement

In relation to the entities which together comprise the Developer, the Parties:

- (a) acknowledge that:
 - (i) AMP Macquarie Pty Limited enters into this Deed and performs its obligations under it as trustee for the AMP Macquarie Trust; and
 - (ii) AMP Capital Funds Management Limited enters into this Deed and performs its obligations in its respective capacities as responsible entity for the AMP Capital Shopping Centre Fund and as responsible entity for the AMP Capital Diversified Property Fund,

and that the trustee limitation provisions set out in Schedule 12 apply to the entry into and performance by those parties of their obligations under this Deed; and

- (b) acknowledge that the liability of those entities under this deed in respect of the obligations of the Developer are joint and several.

13.2 Developer's liability

Each of AMP Macquarie Pty Limited and AMP Capital Funds Management Limited acknowledges in favour of the other that (notwithstanding clause 13.1(b)) the liability incurred by the Developer under this Deed will be borne between them in proportion to their respective ownership interests in the Land (in respect of AMP Capital Funds Management Limited, in the separate capacities described in paragraph clause 13.1(a)(ii)).

14 Overdue payments

14.1 Interest on overdue money

- (a) The Developer agrees to pay interest to Council on any amount payable by it under this Deed (including the Monetary Contributions) from when it becomes due for payment, during the period that it remains unpaid, on demand or at times determined by Council, calculated on daily balances.
- (b) The rate to be applied to each daily balance is the Interest Rate.

14.2 Compounding

- (a) Council may capitalise interest which is not paid when due for payment at intervals which the Council determines from time to time or, if no determination is made, then on the first day of each month.
- (b) Interest is payable on capitalised interest at the rate and in the manner referred to in this clause 14.

14.3 Interest on liability merged in judgment or order

- (a) If a liability under this Deed becomes merged in a judgment or order, then the Developer agrees to pay interest to Council on the amount of that liability as an independent obligation. This interest accrues from the date the liability becomes due for payment both before and after the judgment or order until it is paid, at a rate that is the higher of the rate payable under the judgment or order and the rate referred to in this clause 14.
- (b) For the avoidance of doubt, if a liability under this Deed becomes merged in a judgment or order then the Developer will only be required to pay either interest payable under the judgment or order or interest calculated under this clause 14 but not both.

15 GST

15.1 Definitions and Interpretation

In this clause 15.1:

- (a) words or expressions which are defined in the GST Law have the same meaning, except where the context suggests otherwise;
- (b) **GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax Act) 1999 (Cth)*;
- (c) any part of a supply which is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) is treated as a separate supply;
- (d) references to GST payable and to input tax credit entitlement include GST payable by, and input tax credit entitlement of, the representative member for a GST group of which the entity is a member; and
- (e) references to something done (including a supply made) by a Party includes something done by any entity through which that Party acts.

All consideration for a supply made under or in connection with this Deed is exclusive of GST, unless specified to be GST inclusive. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 15.

15.2 Passing-on provision

If GST is payable in relation to a supply made under or in connection with this Deed, then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as any other consideration is to be first provided for that supply.

15.3 GST Invoice

The Supplier must deliver a tax invoice to the Recipient of the supply no later than the time at which the Recipient is required to provide the consideration for the taxable supply.

15.4 Variation

- (a) Where there is a variation to the consideration provided in relation to a taxable supply for which a GST Amount was paid under clause 15.2:
 - (i) the Supplier will recalculate the amount of the GST Amount properly payable and will provide a corresponding refund or credit to, or will be entitled to receive the amount of the variation of the GST Amount from, the Recipient. The amount paid, refunded or credited is taken to form part of the GST Amount should a subsequent adjustment event occur; and
 - (ii) where the variation is an adjustment event the Supplier must deliver an adjustment note to the Recipient as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.
- (b) Any payment or reimbursement required to be made under this Lease that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

15.5 No merger

This clause 15 does not merge on completion or termination of this Deed.

16 Explanatory Note

The Explanatory Note must not be used to assist in construing this Deed.

17 Notices

17.1 Form

Any notice given or made to a Party under this Deed is only given or made if it is in writing and delivered or posted to that Party at its address set out below or faxed to that Party at its fax number set out below:

Council

Name: Council of the City of Ryde

Address: 3 Richardson Place, North Ryde NSW
Fax: 9952 8222

For the attention of: General Manager

Developer

Name: AMP Capital Funds Management Limited and AMP Macquarie Pty Limited

Address: 33 Alfred Street, Sydney, New South Wales, 2000

Fax: (02) 9257 7178

For the attention of: Investment Manager, Macquarie Centre

17.2 Change of address

If a Party gives another Party 3 Business Days' notice of a change of its address or fax number, any notice, consent, information, application, or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

17.3 Receipt

Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) if it is delivered, when it is left at the relevant address;
- (b) if it is sent by post, 2 Business Days after it is posted; and
- (c) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

17.4 Receipt - next Business Day

If any notice is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

18 Schedules and Annexures to this Deed

18.1 Form part of this Deed

The Parties agree:

- (a) that all the Schedules and Annexures form part of this Deed; and
- (b) to comply with the provisions of those Schedules and Annexures.

19 General provisions

19.1 Schedule 13 applies

The Parties agree that the miscellaneous and general provisions set out in Schedule 13 to this Deed apply.

20 Legal Challenges

20.1 Legal Challenge

Subject to clauses 20.5 to 20.9, where a Legal Challenge is commenced the Parties obligations under this Deed are immediately suspended and the Developer shall not have any obligation to make any Contributions under this Deed until the expiration of the Suspension Period or where clause 20.5 applies.

20.2 Parties to meet

Subject to clause 20.3, where any Legal Challenge is commenced and/or where the Court declares or orders any Approval to be invalid, the Parties agree to:

- (a) meet, no later than 5 Business Days after the date of service of commencement of the Legal Challenge and after any declaration or order that Approval is invalid, to discuss in good faith:
 - (i) the suspension of the parties rights and obligations under this Agreement; and
 - (ii) their intentions in relation to that declaration or order, including, without limitation, any intention to Appeal that declaration; and
- (b) consult regularly with the other in relation to any Legal Challenge or Appeal and must respond within a reasonable period to each other's questions, queries and enquiries and generally keep each other informed regarding the progress of any such Legal Challenge or Appeal.

20.3 Legal advice

The parties will not be required to meet or consult pursuant to clause 20.2 in circumstances where any of the Parties receives legal advice that it should not so meet or consult with the other Party in connection with any such declaration, Legal Challenge or Appeal.

20.4 Confidential

The parties agree that any discussions held between the Parties under this clause 20 are confidential and that a common interest between them exists for the purposes of legal professional privilege in connection with those discussions.

20.5 Development may continue

Notwithstanding clause 20.1, the Developer may elect at its Cost and risk to proceed with the Development, in which circumstances, clause 20.1 will not apply and the Developer must continue to comply with all obligations under this Deed.

20.6 Termination

If this Deed is terminated as the result of any Legal Challenge or Appeal, the parties will meet in accordance with clause 20.2 to discuss any matters that may need to be addressed as a result of the commencement of the Community Facility Works.

20.7 Invalid Approval

If any Approval is declared invalid, the parties will meet in accordance with clause 20.2 of this Deed to discuss their respective rights and obligations under this Deed as a consequence of that determination.

20.8 Indemnity

- (a) If the Developer elects to proceed with the Development notwithstanding the commencement of any Legal Challenge, then the Developer is liable for and indemnifies Council against all liability, loss, Costs and expenses (including Legal Costs) arising from or incurred in connection with the Developer carrying out physical work on the Land in reliance on a Development Consent despite the Legal Challenge.
- (b) Nothing in this clause 20.8:
 - (i) prevents the Developer from preparing and lodging a Development Application seeking approval to authorise the carrying out of Development on the Land in accordance with the Staged Consent; and
 - (ii) requires the Developer to be liable for and indemnify Council in relation to any liability, loss, Costs and expenses (including legal Costs) arising from or incurred in connection with Council's receipt, notification, assessment and determination of a Development Application described in clause 20.8(b)(i).

20.9 Public safety

The Parties agree that if this clause 20 applies and there is a suspension of the Parties' obligations under this Deed, any Community Facility Works that have been commenced, but not completed, will be left in a state that is safe to the public before those Community Facility Works cease notwithstanding the commencement of any Suspension Period.

20.10 No merger

This clause 20 will not merge on completion or termination of this Deed.

21 Termination

21.1 Termination if Staged Consent is surrendered, lapses or is declared invalid

Any Party may terminate this Deed by notice in writing to the other Parties if the Staged Consent:

- (a) lapses;
- (b) is surrendered by the Developer; or
- (c) is declared to be invalid by a Court as a result of a Legal Challenge.

21.2 Rights preserved

If a Party terminates this Deed pursuant to clause 21.1, then the rights of each Party that arose before the termination or which may arise at any future time for any breach or non-observance of obligations occurring prior to the termination are not affected.

Planning Agreement

Schedule 1 - Section 7.4 of the EP&A Act requirements

The Parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the Planning Agreement complying with the EP&A Act.

Requirement under the EP&A Act	This Planning Agreement
Planning instrument and/or development application - (Section 7.4(1))	
The Developer has:	
(a) sought a change to an environmental planning instrument.	(a) No
(b) made, or proposes to make, a Development Application.	(b) Yes
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(c) No
Description of land to which this Deed applies - (Section 7.4(3)(a))	The Land described in certificate of title folio identifier 100 / 1190494 A, B and C and known as 197 – 223 Herring Road, Macquarie Park, NSW.
Description of change to the environmental planning instrument or the development to which this Deed applies - (Section 7.4(3)(b))	
Describe:	
(a) the proposed change to the environmental planning instrument to which this Deed applies; and	(a) There are no proposed changes to any environmental planning instrument
(b) the development to which this Deed applies.	(b) The Development
The scope, timing and manner of delivery of contribution required by this planning agreement - (Section 7.4(3)(c))	The Contributions required under this Deed are to be delivered in accordance with Schedule 3.
Applicability of Section 7.11 of the EP&A Act - (Section 7.4(3)(d))	The application of section 7.11 of the EP&A Act is partly excluded in respect of the Development

Requirement under the EP&A Act	This Planning Agreement
	as provided in clause 4.1.
Applicability of Section 7.12 of the EP&A Act - (Section 7.4(3)(d))	The application of section 7.12 of the EP&A Act is partly excluded in respect of the Development, as provided in clause 4.1.
Applicability of Section 7.24 of the EP&A Act - (Section 7.4(3)(d))	The application of section 7.24 of the EP&A Act is not excluded in respect of the Development.
Consideration of benefits under this Deed if section 7.11 applies - (Section 7.4(3)(e)) Are the benefits under this Deed to be taken into consideration if Section 7.11 of the EP&A Act is not excluded?	Yes in the manner and to the extent set out in clause 4.
Mechanism for Dispute resolution - (Section 7.4(3)(f)) This Deed provides a mechanism for the resolution of disputes under the agreement?	There is a mechanism for resolution of disputes set out in clause 12 and Schedule 7.
Enforcement of this Deed (Section 7.4(3)(g) and section 7.6) This Deed provides for enforcement by a suitable means in the event of a breach.	There are provisions for enforcement by suitable means by or through (without limitation) clauses, 5, 6, 6.2(a), 8, 9 and 10 together with Schedules 4, 6, and 10.
Registration of this Deed Whether this Deed will be registered	This Deed will not be registered on the Register.
No obligation to grant consent or exercise functions - (Section 7.4(9)) The Parties acknowledge that this Deed does not impose an obligation on a planning authority to grant a Development Consent, or to exercise any function under the EP&A Act in relation to a change to an environmental planning instrument.	Yes pursuant to clause 1.8 of Schedule 13.

Planning Agreement

Schedule 2 - Description of the Land and the Development

1 Title

The Land described in certificate of title folio identifier 100 / 1190494 A, B and C known as 197 – 223 Herring Road, Macquarie Park, NSW.

2 Development

Development means:

- (a) the mixed use redevelopment of Macquarie Centre comprising:
 - (i) mixed use development to enable a range of land uses;
 - (ii) building envelopes for the proposed basement, expanded podium and tower forms;
 - (iii) four tower envelopes fronting Herring Road with maximum heights ranging from 90 m and 120 m above existing ground level;
 - (iv) maximum additional GFA of 148,000 m²;
 - (v) a new podium along Herring Road which will replace the existing structure, to provide an active frontage with separate pedestrian entries to Herring Road and the creation of a vibrant atrium space;
 - (vi) the creation of 'Station Plaza' between the train station and shopping centre, framed by active uses and a landmark building known as the 'Shard'
 - (vii) new vehicle and pedestrian access points,all in accordance with the Staged Consent, and
- (b) any development, within the meaning of the EP&A Act forming part of the concept proposal approved under the Staged Consent.

Planning Agreement

Schedule 3 - Contributions Schedule

Contributions

Column 1	Column 2	Column 3	Column 4	Column 5
Contribution Item	Public Purpose of the Contribution	Contribution Nature	Contribution Value	Date by which the Contribution to be provided
1. Community Facility Work	Community Facilities	<p>The Developer must design and construct the Community Facility Work in accordance with clause 3 and Schedule 4.</p> <p>The Developer must grant Council the Community Facility Lease that commences on or before the Sunset Date.</p>	Indicative value \$25 million	The Community Facility Works must reach Practical Completion no later than the Sunset Date.
2. Monetary Contribution	Community Facilities	<p>The Developer must pay the Monetary Contribution if a Development Consent authorises a Building (and if more than 1, all of them) on the Land that collectively have Gross Floor Area beyond the additional 148,000 m² GFA approved as part of the Development.</p> <p>The quantum of the Monetary Contribution is the amount of the Monetary Contribution calculated at the relevant time in respect of the extent of Gross Floor Area of the Building authorised for the Land which exceeds the additional 148,000 square metres authorised by the Development.</p>	In accordance with the applicable contribution plan, if payable.	The Monetary Contribution is payable in accordance with any such Development Consent.

Planning Agreement

Schedule 4 - Community Facility Works Procedures

Schedule 4

Community Facility Works Procedures

1 Definitions and Interpretation

1.1 Definitions

In this Schedule 4:

Access Conditions means the following conditions which must be satisfied before the Council's Fitout Contractor will be permitted access to the Community Facility Lot to commence the Council's Works:

- (a) the Council must have obtained the written approval of the Retail Design Manager to the Council's detailed Developer Approved Council Works Design Documents;
- (b) the Council must have furnished a copy of all Council's Statutory Approvals to the Tenancy Co-ordinator;
- (c) the Council must have furnished evidence to the Tenancy Co-ordinator that the Council Fitout Contractor and all sub-contractors appointed by the Council's Fitout Contractor hold the relevant licenses and industry accredited safety training in the State for their respective trades or class;
- (d) the Council must have furnished evidence to the Tenancy Co-ordinator that the Council's Fitout Contractor and all sub-contractors appointed by the Council's Fitout Contractor have successfully undertaken any site induction program required by the Developer or the Builder;
- (e) the Council must have paid to the Developer all costs (if any) payable pursuant to clause 7.6;
- (f) the Council's Fitout Contractor and/or the Council (as the case may be) must have provided evidence to the Developer and the Tenancy Co-ordinator that:
 - (i) the Council's Fitout Contractor has complied with its insurance obligations pursuant to this Schedule; and
 - (ii) the Council has complied with its insurance obligations pursuant to the Fitout Manual, this Schedule and the Community Facility Lease; and
- (g) all additional access conditions set out in the Fitout Manual have been satisfied.

Anticipated Handover Date has the meaning that clause 5.2 of this Schedule 4 gives the term.

Builder means the person appointed as construction manager by the Developer to construct the Community Facility Works and otherwise perform the functions of the builder under this Schedule.

Certifier means one of the Panel of Certifiers or such other building certifier or building surveyor as may be appointed jointly by the Developer and the Council who:

- (a) has qualifications and experience to carry out the Certifier's role under this Deed;
- (b) is of the same calibre as the Panel of Certifiers; and

- (c) has at least 8 years' experience in carrying out the role of a certifier for commercial premises.

Commencement Date means the earlier of the day after the expiry of the Fitout Period and the date on which the Council commences using the Community Facility Lot for the Permitted Use.

Completion of the Council's Works means the Community Facility Lot are reasonably fit for use and occupation by the Council even though there may be minor omissions to be completed or defects to be rectified. **Complete** and **Completed** have a corresponding meaning.

Complex means the Macquarie Centre erected or to be erected on the Land.

Council Approved Design Documents has the meaning that clause 2.3(j) of this Schedule 4 gives the term.

Council's Fitout Contractor means the licensed contractor appointed by the Council to carry out the Council's Works and who the Council will appoint as principal contractor under the *Work Health and Safety Act 2011* (NSW) and unless the context requires a different interpretation the expression includes any sub-contractors appointed by the Council's head contractor.

Council Statutory Approvals means the approvals required by the Authorities in connection with the Council's Works and all changes to those approvals agreed to by the relevant Authorities.

Council's Works means works (other than Community Facility Works) required to complete and fitout the Community Facility Lot for the Permitted Use.

Council Works Design Documents has the meaning that clause 7.3(a) of this Schedule 4 gives the term.

Defects Liability Period means in respect of each item of construction works which together comprise the Community Facility Works the period of 12 months from the Handover Date.

Defects Notice means a notice issued by the Retail Design Manager or the Tenancy Co-ordinator listing any defects or omissions in the Council's Works.

Detailed Design Documents has the meaning that clause 2.3(a) of this Schedule 4 gives the term.

Developer Approved Council Works Design Documents has the meaning that clause 7.3(i) of this Schedule 4 gives the term.

Developer Statutory Approvals means the approvals required by the Authorities in connection with the Community Facility Works.

Essential Services Certificate means certificates from appropriately qualified persons for items including fire protection systems (sprinklers), emergency exit and warning signs, emergency exit lights and any items related to the mechanical exhaust system included as part of the Council's Works or any other items for which an Authority may require certification from independent persons.

Fitout Manual means:

- (a) the brochure prepared and issued by the Retail Design Manager from time to time for the assistance and instruction of specialty shop lessees and their consultants and contractors engaged in the design and construction of the Council's Works; and
- (b) includes any fitout or design objectives or guidelines issued by the Developer from time to time for premises in the Complex or any part of the Complex or a precinct of the Complex in which the Community Facility Lot are situated.

Fitout Period means 16 weeks from the Handover Date or such longer period as the parties consider reasonable having regard to the nature of the Council Works.

Handover Certificate means the notice given by the Certifier under clause 5.4 of this Schedule 4 certifying that the Community Facility Lot satisfies the requirements of the Handover Specification.

Handover Date means the date specified in the Handover Certificate.

Handover Specification means standards and requirements for the condition of the Community Facility Lot set out in Schedule 17.

Handover Standard means the standard of completion of the Community Facility Works which, as reasonably determined by the Certifier, satisfies the requirements set out in the Handover Specification (except for minor defects or omissions).

Minor Defects means, any omission or defect that both the Developer and the Council reasonably agree (or failing agreement, as determined under clause 5.4 of this Schedule 4):

- (a) is of a minor nature;
- (b) may be completed or rectified after the Handover Date without materially interfering with the activities of the Council; and
- (c) do not adversely affect the security of the Community Facility Lot.

Minor Variations means any variation that the Developer reasonably determines:

- (a) is of a minor nature; and
- (b) does not adversely affect the Community Facility Lot.

Panel of Certifiers means Rider Levett Bucknall NSW Pty Ltd ABN 94 003 234 026, WT Partnership Aust. Pty Ltd ABN 99 006 040 768 and Aecom Australia Pty Ltd ABN 73 451 274 286.

Relevant WHS & Environment Laws means all environmental and work health, safety and welfare laws, regulations, codes of practice and compliance and advisory standards (including, without limitation, the requirements of any statutory, municipal or other competent authority) which may apply to the Premises.

Retail Design Manager means the person or persons as may from time to time be appointed by the Developer to review the Council's design and the Developer Approved Council Works Design Documents and make recommendations to the Developer in connection with the approval of that documentation and to perform the other functions of the Retail Design Manager under this Schedule.

Services means the services provided to the Community Facility Lot and the Complex by the Developer and comprises electrical mains, plumbing and drainage, fire protection, air conditioning, water mains, gas and telephone mains.

Structural Certificate means a certificate from a structural engineer (who is a member of The Institute of Engineers, Australia) that:

- (a) the ceiling, shopfront and shopfront signage have been installed in a structurally sound manner and in accordance with the Fitout Manual; and
- (b) that all overhead structures are adequately supported from the load bearing structure.

Tenancy Co-ordinator means the person who may from time to time be appointed by the Developer to carry out co-ordination of the Council's Works.

WHS means work health and safety.

WHSL means the work health and safety legislation relevant to the State in which the Building is situated.

1.2 Inconsistency

If a provision of this Schedule 4 is inconsistent with any provision in this Deed, then to the extent of that inconsistency, the terms of this Schedule 4 prevail.

2 Approval and Design of Community Facility Works

2.1 Approvals responsibility

The Developer must at its Cost and risk:

- (a) prepare all Applications for any Developer Statutory Approval and give a copy of those Applications to Council;
- (b) obtain all Developer Statutory Approvals; and
- (c) comply with all conditions of all Developer Statutory Approvals.

2.2 Design responsibility

The Developer must at its Cost and risk procure the design of the Community Facility Works in accordance with this Deed and the Staged Consent.

2.3 Design process

- (a) Prior to applying for a Construction Certificate for the Community Facility Works, the Developer must:
 - (i) prepare detailed plans, specifications and other documents for the Community Facility Works, and
 - (ii) in respect of the Community Facility Work, prepare an indicative construction program,and deliver those documents (**Detailed Design Documents**) to Council for review.
- (b) The Developer must
 - ensure that the Community Facility Works are designed:
 - (A) in accordance with the Community Facility Brief, the Staged Consent and the provisions of this Deed; and
 - (B) so as to include 6 car parking spaces for the exclusive use of Council in connection with the Community Facility.
- (c) The Developer will give Council not less than 10 Business Days prior notice before it delivers the Detailed Design Documents to Council for review.
- (d) Council must promptly consider the Detailed Design Documents.
- (e) Council must give the Developer a notice stating whether the Detailed Design Documents delivered under this clause 2.3 of this Schedule 4 are satisfactory or unsatisfactory and reasons for its opinion. This notice must be delivered within 20 Business Days after the date on which Council is delivered the Detailed Design Documents. Council's approval of the Detailed Design Documents must not be unreasonably withheld.

- (f) If the Council does not give the Developer a notice pursuant to clause 7.3(d) within 20 Business Days after the date on which the Council is delivered the Detailed Design Documents, the Council is deemed to consider the Detailed Design Documents satisfactory.
- (g) If Council provides a notice under clause 2.3(e) of this Schedule 4 advising that the Detailed Design Documents are unsatisfactory, Council must also provide:
 - (i) such information as may be required by the Developer that explains the basis for Council's opinion, and
 - (ii) details of the modifications required in order for the Detailed Design Documents to be considered satisfactory by Council, which modifications must be limited to making the Detailed Design Documents compliant with clause 2.3(b).
- (h) If Council gives a notice of the kind described in clause 2.3(g) of this Schedule 4 and the Developer agrees with the information provided in Council's notice, the Developer must modify the Detailed Design Documents and resubmit those documents to Council for review. The provisions of this clause 2.3 of this Schedule 4 apply to the resubmitted documents until such time as Council gives a notice stating that the Detailed Design Documents are satisfactory.
- (i) If the Developer does not agree that modifications are required as set out in a notice of the kind described in clause 2.3(g) of this Schedule 4, either Party may seek to have the dispute over the Detailed Design Documents resolved in accordance with clause 12 of this Deed.
- (j) When Council gives a notice under clause 2.3(e) of this Schedule 4 advising that the Detailed Design Documents are satisfactory, the notice must identify the plans, specifications and other documents to which the notice relates (**Council Approved Design Documents**).

2.4 No fees

The Parties agree that the Developer is not obliged to pay or reimburse to Council any Costs or fees in connection with the review or approval of the Detailed Design Documents under this clause 2 of Schedule 4.

2.5 General

The Parties agree to act promptly and reasonably in complying with this clause 2 of this Schedule 4.

3 Community Facility Works

3.1 Construction obligation

- (a) Subject to clause 3.1(b) of this Schedule 4, the Developer must procure the execution and completion of the Community Facility Works in a good and workmanlike manner and so that they are diligently progressed to completion, and in accordance with:
 - (i) the Developer Statutory Approvals;
 - (ii) the requirements of all Laws, including without limitation, workplace health and safety legislation; and
 - (iii) its other obligations under this Deed.

- (b) The Developer must not commence construction of any of the Community Facility Works until it has given Council copies of all Developer Statutory Approvals necessary for the construction of the Community Facility Works.

3.2 Date of completion

The Developer must use reasonable endeavours to cause the Community Facility Works to achieve the Handover Standard on or before the Sunset Date.

3.3 Standard of Works

The Developer must use reasonable endeavours to ensure that the Community Facility Works are completed:

- (a) using good quality materials, which must be suitable for the purpose for which they are required;
- (b) in a proper and workmanlike manner; and
- (c) substantially in accordance with the Council Approved Design Documents.

3.4 Responsibility for care

The Developer is responsible for the delivery and care of the Community Facility Works at all times.

3.5 Damage

If the Developer or the employees or agents of the Developer damage any public utilities and services or property on or adjacent to the Land, the Developer must promptly make good the damage and pay any compensation which the Law requires the Developer to pay.

3.6 Variation of specifications

- (a) The Developer must not, without the Council's prior written consent (not to be unreasonably withheld or delayed) vary the Council Approved Design Documents other than Minor Variations required by necessity, practicality or requirements of any Authority, provided that the Developer promptly notifies the Council.
- (b) The Council may not:
 - (i) make any claim against the Developer; or
 - (ii) rescind or terminate this Deed,because of changes made to the Council Approved Design Documents under clause 3.6(a).

4 Insurance and risk

4.1 Risk

The Developer undertakes the Community Facility Works entirely at its own risk.

4.2 Insurance

- (a) Prior to commencement of the Community Facility Works, the Developer must cause the Developer's building contractor to take out a contract works and public liability policy with a reputable insurer indemnifying the Developer during the progress of Community Facility

Works and such policy shall include third party liability for at least \$20,000,000 for any one event.

- (b) The policies must provide cover for the period from the date of the commencement of construction of the Community Facility Works until they are completed.

4.2 Insurance generally

All insurances which the Developer is required by clause 4.2 of this Schedule 4 to effect and maintain must be with an Insurer.

4.3 Providing proof of insurance

Whenever reasonably requested in writing by Council, which request must not be made more than once in any 12 month period, the Developer must give Council certificates of currency evidencing the insurance policies which the Developer is required by clause 4.2 of this Schedule 4 to effect and maintain.

4.4 Premiums

The Developer must punctually pay all premiums in respect of all insurances required under clause 4.2 of this Schedule 4.

5 Handover and Inspection of Community Facility Works

5.1 Acknowledgement

The Parties acknowledge and agree that it is their commercial intention:

- (a) for the Developer to use the Community Facility Lot prior to the commencement of the Community Facility Lease; and
- (b) for the Developer to conduct such works as are necessary for the Community Facility Lot to comply with the Handover Standard in order for the Council to use and occupy the Community Facility Lot under the Community Facility Lease.

5.2 Notice of Anticipated Handover Date

- (a) The Developer will give to the Council not less than 18 months' notice in writing of the date upon which the Developer reasonably anticipates will be the Handover Date (**Anticipated Handover Date**).
- (b) The Developer must use reasonable endeavours to keep the Council informed of its progress in completing the works necessary for the Community Facility Lot to achieve the Handover Standard by providing:
 - (i) regular written updates in relation to the progress of the Community Facility Works; and
 - (ii) updates at such other times when the Developer's program for the works changes materially and such change will impact the Anticipated Handover Date. Subject to clause 9.2 of the Operative Provisions, the Council has no right to object to or make any claim if the Handover Date is different to the Anticipated Handover Date.

5.3 Certifier appointment

- (a) No later than 20 Business Days before the Anticipated Handover Date the Parties must jointly appoint the Certifier.

- (b) The Parties must cooperate in connection with the appointment of the Certifier. In the absence of an agreement between the Parties before the Anticipated Handover Date as to the identity of the Certifier, the Parties agree that the Certifier will be nominated by the Developer.
- (c) The Developer must pay all Costs associated with the appointment of the Certifier and the conduct of the Certifier role under this Deed.

5.4 Inspection

- (a) The Developer will give the Council written notice specifying a time and date that the Parties shall undertake pre-handover inspections of the Community Facility Lot. The Developer will give notice of:
 - (i) the first pre-handover inspection time and date not later than 20 Business Days before the Anticipated Handover Date; and
 - (ii) the second and final pre-handover inspection approximately 10 Business Days after the first pre-handover inspection has occurred.
- (b) Within 3 Business Days after each pre-handover inspection, the Certifier must notify the Parties of any Minor Defects which are to be rectified prior to the Handover Date, taking into account the requirements necessary to achieve this date.
- (c) If the Certifier considers that the Community Facility Lot has achieved the Handover Standard, the Certifier must promptly give the Parties a Handover Certificate.
- (d) If the Certifier considers that the Community Facility Lot has not achieved the Handover Standard, the Certifier must promptly give the Parties a notice setting out the matters to be addressed for the Community Facility Lot to achieve the Handover Standard (including Minor Defects, if any) and the Developer must cause the matters stated in the notice to be addressed. After the Developer addresses the matters stated in the notice the Parties and the Certifier must undertake a further joint inspection of the Community Facility Lot and clause 5.4 of this Schedule 4 will apply in respect of the further inspection.
- (e) Unless the Parties otherwise agree, the Handover Date must not occur before the Developer rectifies the defects other than Minor Defects identified and agreed or determined pursuant to this clause 5.4 of this Schedule 4. The Parties each acknowledge and agree that the Handover Date may not be delayed due to Minor Defects or any matter or item which the Council is required to complete prior to the Developer being able to complete any part of the works necessary for the Community Facility Lot to achieve the Handover Standard.
- (f) If there is a dispute in respect of any matter arising from this clause 5.4:
 - (i) the parties must jointly approach the Certifier to meaningfully attempt to resolve the dispute; or
 - (ii) failing resolution under clause 5.4(f)(i), the Developer must appoint an Expert to determine the dispute in accordance with Schedule 7 of this Deed, but modified as follows:
 - (A) the period of 10 Business Days under clause 1.4 of Schedule 7 of this Deed is reduced to 5 Business Days;
 - (B) the period of 10 Business Days under clause 1.5(c) of Schedule 7 of this Deed is reduced to 3 Business Days;
 - (C) the period of 20 Business Days under clauses 1.5(i) and 1.5(j) of Schedule 7 of this Deed is reduced to 7 Business Days; and

- (D) the period of 60 Business Days under clause 1.6 of Schedule 7 of this Deed is reduced to 20 Business Days.

5.5 Developer's as-built drawings

On the Handover Date the Developer will give the Council as-built drawings in respect of the Community Facility Lot.

6 Defects Liability

6.1 Obligation to rectify

- (a) During the Defects Liability Period, the Council (acting reasonably) may give to the Developer a notice (**Rectification Notice**) in writing that identifies a defect in the Community Facility Works and specifies:
- (i) action required to be undertaken by the Developer to rectify that defect (**Rectification Works**).
- (b) The Developer must make good any defects notified to it under clause 6.1(a) promptly after receiving notice from the Council under clause 6.1(a).
- (c) The Council must give the Developer and its contractors any access required to carry out the Rectification Works if those works are being carried out during the Fitout Period.
- (d) The Developer is not required to make good any defects in the Community Facility Works to the extent that they are caused or contributed to by any act or omission of the Council.

6.2 Rectification complete

- (a) When the Developer considers that the Rectification Works are complete, the Developer must notify the Council.
- (b) The Council may inspect the Rectification Works within 15 Business Days of receiving a notice from the Developer under clause 6.2(a) of this Schedule 4 and, acting reasonably:
- (i) issue a further Rectification Notice if it is not reasonably satisfied that the Rectification Works are complete in which event the process in clauses 6.1(b) and 6.1(c) and this clause 6.2 will be repeated; or
- (ii) notify the Developer in writing that it is satisfied that the Rectification Works are complete.

6.3 Rectification costs

- (a) The Developer must meet all costs of and incidental to rectification of defects under this clause 6 of this Schedule 4.
- (b) If the Developer fails to comply with a Rectification Notice, and the Developer fails to comply with a further notice from Council requiring the Developer to remedy its failure within a reasonable period of receiving such further notice, then the Council may do such things or take such action as is necessary to carry out the Rectification Works and may recover as a debt due to the Council by the Developer in a court of competent jurisdiction, any difference between the amount of the security deposit and the costs reasonably and properly incurred by the Council in carrying out Rectification Works.

7 Approval of Council's Works

7.1 Approvals responsibility

The Council must at its Cost and risk:

- (a) promptly prepare all Applications for any Council Statutory Approval;
- (b) do everything necessary to obtain all Council Statutory Approvals as expeditiously as possible; and
- (c) produce a copy of the Council Statutory Approvals to the Developer as soon as each of them is obtained.

7.2 Design responsibility

The Council must at its Cost and risk procure the design of the Council's Works in accordance with this Deed and the Council accepts responsibility for the functionality and performance of the design of the Council's Works.

7.3 Design process

- (a) Prior to the earlier of:
 - (i) applying for a Construction Certificate for the Council Works; or
 - (ii) the date which is six months prior to the Anticipated Handover Date,the Council must prepare detailed plans, specifications and other documents for the Council Works and deliver those documents (**Council Works Design Documents**) to the Developer for review and approval by the Developer.
- (b) The Council must consult with the Developer in connection with the preparation of the Council Works Design Documents and reasonably consider and adopt any requirements of the Developer to ensure that the Premises:
 - (i) reflect the requirements in the Fitout Manual for the Complex;
 - (ii) reflect the design and presentation intent under the Approved Detail Design Documents; and
 - (iii) complies with the requirements, where appropriate, of the *Disability Discrimination Act 1992 (Cth)* and any relevant Australian Standards or any other standards published under that Act and any other legislation which has requirements that are prescribed to ensure that persons with disabilities are not discriminated against. Without limitation, the Council acknowledges that the *Disability Discrimination Act 1992 (Cth)* and relevant Australian Standards prescribe requirements which impact on:
 - (A) entries to the Community Facility Lot (in relation to changes in levels and the width of the entry);
 - (B) signage in relation to visibility;
 - (C) doors and frames in relation to luminance surfaces;
 - (D) public areas (circulation space to allow a wheelchair to turn, heights of shelving in display areas and sales counters);
 - (E) switch controls; and

- (F) staff areas (circulation space to allow for a wheelchair to turn, width of doorway entries and benches and counters).
- (c) The Developer must promptly consider the Council Works Design Documents.
- (d) The Developer must give the Council a notice stating whether the Council Works Design Documents delivered under this clause 7.3 of this Schedule 4 are satisfactory or unsatisfactory. This notice must be delivered within 20 Business Days after the date on which the Developer is delivered the Council Works Design Documents.
- (e) If the Developer does not give the Council a notice pursuant to clause 7.3(d) within 20 Business Days after the date on which the Developer is delivered the Council Works Design Documents, the Developer is deemed to consider the Council Works Design Documents unsatisfactory.
- (f) The Developer must include in any notice given under clause 7.3(d) of this Schedule 4 advising that the Council Works Design Documents are unsatisfactory:
 - (i) further information and comments (as the case may be) that explains the basis for the Developer's opinion, and
 - (ii) the modifications required in order for the Council Works Design Documents to be considered satisfactory by the Developer (acting reasonably).
- (g) If the Developer gives a notice of the kind described in clause 7.3(f) of this Schedule 4, the Council must modify the Council Works Design Documents and resubmit those documents to the Developer for review. The provisions of this clause 7.3 of this Schedule 4 apply to the resubmitted documents until such time as the Developer gives a notice stating that the Council Works Design Documents are satisfactory.
- (h) If the Council does not agree that modifications are required as set out in a notice of the kind described in clause 7.3(f) of this Schedule 4, either Party may seek to have the dispute over the Council Works Design Documents resolved in accordance with clause 12 of this Deed.
- (i) When the Developer gives a notice under clause 7.3(d) of this Schedule 4 advising that the Council Works Design Documents are satisfactory, the notice must identify the plans, specifications and other documents to which the notice relates (**Developer Approved Council Works Design Documents**).

7.4 Developer's approval

The Developer's approval is at the Developer's sole discretion:

- (a) where the Council's Works would require alterations to the Services or alterations of a structural nature to the Community Facility Works or the Complex; or
- (b) in the case of external signs comprised in the Council's Works; or
- (c) if the Council Works Design Documents is inconsistent with this Schedule.

In all other cases the Developer's approval must not be unreasonably withheld. The Council acknowledges that any approval by the Developer of the Council's Works does not relieve or absolve the Council from its obligations to comply with any Laws.

7.5 No alterations without the Developer's approval

The Developer has the right to determine the nature and extent of any alterations to the Community Facility Works, which may be required by reason of the Council's Works. The Council must not make any alterations to the Developer Approved Council Works Design Documents without first obtaining the approval of the Developer.

7.6 Fees

The Parties acknowledge and agree that:

- (a) the Council must pay to the Developer within 7 days of a written request:
 - (i) the fees incurred by:
 - (A) the Retail Design Manager in reviewing the Council Works Design Documents and the Developer Approved Council Works Design Documents and making recommendations to the Developer in connection with the approval of that documentation; and
 - (B) any nominated consultant appointed by the Developer in the process of analysing and reporting on the Services alterations arising from the Council's Works;
 - (ii) during the period that the Council carries out the Council's Works, the hoarding costs calculated in accordance with the Fitout Manual; and
- (b) except as provided in clause 7.6(a), the Council is not obliged to:
 - (i) pay any fee to the Developer in connection the approval of the Council Works design documents under this clause 7 of Schedule 4; and
 - (ii) reimburse the Developer for any Costs the Developer might incur in connection with the review of the Council Works design documents under this clause 7 of Schedule 4.

7.7 General

The Parties agree to act promptly and reasonably in complying with this clause 7 of this Schedule 4.

8 Council Works

8.1 Construction obligation

- (a) During the Fitout Period, the Council must procure the execution and completion of the Council Works:
 - (i) in a proper and workmanlike manner;
 - (ii) using good quality materials, which must be suitable for the purpose for which they are required;
 - (iii) so that they are diligently progressed to completion,
 - (iv) in accordance with:
 - (A) the Developer Approved Council Works Design Documents;
 - (B) the Council Works Statutory Approvals;
 - (C) the requirements of all Laws and any site conditions or requirements for the Complex, including without limitation, workplace health and safety legislation; and
 - (D) its other obligations under this Deed.

- (b) The Council must not commence construction of any of the Council Works until it has given the Developer copies of all Council Works Statutory Approvals necessary for the construction of the Council Works.

8.2 Works access

- (a) The Council acknowledges that all of the Access Conditions must be satisfied before the Council's Fitout Contractor will be permitted access to the Community Facility Lot and those parts of the Complex necessary to obtain access to the Community Facility Lot to commence the Council's Works. To the extent that any Access Conditions must be satisfied by the Council and/or the Council's Fitout Contractor, the Council must satisfy the Access Conditions as soon as possible after the execution of this Schedule.
- (b) After all of the Access Conditions have been satisfied, the Developer must give the Council access to the Community Facility Lot during the Fitout Period for the purposes of carrying out the Council Works.
- (c) The Council must cause the Council's Fitout Contractor and all sub-contractors and suppliers appointed by the Council's Fitout Contractor or the Council to comply with the reasonable directions of the Developer, the Certifier and the Builder (including but not limited to access routes through the Complex, occupational health and safety issues and removal of rubbish).
- (d) If the Council's Fitout Contractor or any contractor or supplier employed by the Council's Fitout Contractor or Council commits any breach of any of the provisions of this clause 8 the Developer may revoke the licence to enter the Community Facility Lot or alternatively at its option revoke the licence to enter in respect of any particular person who may have acted in breach of any of the provisions of this clause 8.
- (e) The Council acknowledges that during the Fitout Period the Developer, the Developer's agents and contractors and the Builder may enter the Community Facility Lot at any time to complete the Community Facility Works or repair any defects in them provided the Developer or the Builder does not unreasonably interfere with the Council's Works.
- (f) Except as provided for in this Deed, no fee is payable by the Council for access to and use of the Community Facility Lot for the purpose of carrying out the Council Works.

8.3 Date of completion

The Council must use reasonable endeavours to cause the Council Works to be completed as soon as practicable and in any event so that the Council opens the Premises for public access no later than the day immediately following the last day of the Fitout Period.

8.4 Certification of Council's Works

Upon completion of the Council's Works and prior to the Commencement Date the Council must deliver to the Developer a satisfactory Structural Certificate, Essential Services Certificate and any other certificate required to be provided pursuant to the Fitout Manual.

8.5 Inspection by Tenancy Co-ordinator

- (a) Promptly after the Council considers the Council's Works are completed, the Council must notify the Tenancy Co-ordinator so that the Tenancy Co-ordinator can together with the Retail Design Manager inspect the Council's Works.
- (b) After the inspection, the Retail Design Manager and/or the Tenancy Co-ordinator must:
 - (i) if Completion of the Council's Works has occurred, give the Council a certificate that Completion of the Council's Works has occurred either with or without a Defects Notice; or

THIS is annexure "A" referred to in the lease between AMP Macquarie Pty Limited (ACN 103 734 854) in its capacity as trustee of the AMP Macquarie Trust, AMP Capital Funds Management Limited (ACN 159 557 721) in its capacity as responsible entity of the AMP Capital Diversified Property Fund and AMP Capital Funds Management Limited (ACN 159 557 721) in its capacity as responsible entity of the AMP Capital Shopping Centre Fund as Lessor and Council of the City of Ryde ABN 81 621 292 610 as Lessee dated

Lease

Macquarie Centre

Ryde City Council Community Facility

AMP Macquarie Pty Limited ACN 103 734 854 in its capacity as trustee of the AMP Macquarie Trust

AMP Capital Funds Management Limited ACN 159 557 721 in its capacity as responsible entity of the AMP Capital Shopping Centre Fund

AMP Capital Funds Management Limited ACN 159 557 721 as responsible entity for the AMP Capital Diversified Property Fund

(Lessor)

Council of the City of Ryde ABN 81 621 292 610

(Lessee)

- (ii) if Completion of the Council's Works has not occurred, give the Council a Defects Notice.
- (c) The Council's Works are taken to be Completed on the day the Council receives a notice under clause 8.5(b)(i), from the Retail Design Manager or Tenancy Co-ordinator.
- (d) A certificate from the Tenancy Co-ordinator as to whether or not Completion of the Council's Works has occurred and as to any omissions to be completed or defects to be rectified will be conclusive.
- (e) If the Council receives a Defects Notice, then the Council must complete any work listed in the Defects Notice promptly and must notify the Tenancy Co-ordinator when the work has been completed so the Tenancy Co-ordinator together with the Retail Design Manager may again inspect the Council's Works. When all the works in a Defects Notice have been completed, the Retail Design Manager and/or Tenancy Co-ordinator must issue a certificate that all works in the Defects Notice have been completed.
- (f) Despite this clause, the Council acknowledges that it is responsible to ensure the Council's Works are carried out in accordance with the requirements of all relevant Authorities, laws and codes.

8.6 As built drawings

Within 28 days after the Commencement Date, the Council must give the Developer:

- (a) as-built drawings in respect of the Community Facility Lot; and
- (b) copies of all final certificates (not previously provided) from all relevant Authorities that the Council's Works comply with all relevant laws and requirements.

8.7 Responsibility for care

The Council is responsible for the delivery and care of the Council Works at all times.

8.8 Damage

If the Council or the employees, contractors, consultants or agents of the Council cause or contribute to any damage of any part of the Complex including the Community Facility Lot, the Council must promptly make good the damage.

8.9 Access to the Complex

The Council must ensure that in doing the Council's Works or transporting material and equipment and other things through the Complex in connection with the conduct of the Council's Works it does not cause any material interference with:

- (a) the orderly operation of the Complex; or
- (b) the efficient operation of the Services,

or pose any threat to the health and safety of any person.

8.10 Council's Fitout Contractor

- (a) The Council must only engage a reputable and financially responsible contractor who holds the relevant licenses and industry accredited safety training in the relevant State and who produces evidence that it has taken out:
 - (i) workers compensation insurance;
 - (ii) public risk insurance in an amount of not less than \$20,000,000.00 per event; and

(iii) a contractor's all risk insurance policy in respect of the Council's Works,

and that the insurance policies note the interests of the Developer as the registered proprietor of the Complex and the Builder.

- (b) In respect of the insurances set out in clause 8.10(a) of this Schedule 4, the Council must notify the Developer immediately if any of the insurance policies are cancelled or an event occurs which may allow a claim or affect rights under an insurance policy in connection with the Community Facility Lot, the Complex or any property in them.
- (c) The Council must ensure that the Council's Fitout Contractor only engages sub-contractors who hold the relevant licences and industry accredited safety training in the relevant State for their respective trades.
- (d) The Council must produce to the Developer evidence of currency of all insurances prior to accessing the Premises and whenever requested by the Developer.

8.11 Access after hours

If the Council's Fitout Contractor requires access to the Community Facility Lot outside the normal working hours, the Council must cause the Council's Fitout Contractor to obtain the consent of the Developer and to pay any additional expenses, which the Developer may incur in connection with after-hours access.

8.12 Services

- (a) The Council and the Council's Fitout Contractor must negotiate any temporary services (including toilet facilities and hoisting facilities) which they require, with the Builder and must reimburse the Builder or the Developer (as the case may be) for any expenses incurred in providing those temporary services.
- (b) Subject to clause 8.12(a), the Developer or the Builder will provide sanitary facilities and access to those facilities to the Council's Fitout Contractor.
- (c) Within the Fitout Period the Council must cause the Council's Fitout Contractor to remove rubbish from the Community Facility Lot daily. All rubbish must be removed from the Complex or alternatively deposited at positions nominated by the Builder or the Developer. The Council must pay all rubbish removal fees to the Builder on demand.

8.13 Assumption of risk by Council

- (g) The Community Facility Lot and all materials brought onto them and the installation of the Council's Works (including the stocking of the Community Facility Lot) are at the risk of the Council and the Council releases and discharges the Developer, the Developer's agents, employees and contractors from all claims for loss of or damage to the Council's property contained in or about the Community Facility Lot and from any consequential loss of profits and any liability or loss arising from and costs incurred in connection with injury or death, except and to the extent that the loss, damage, liability or cost is caused by the negligent act or omission of the Developer, the Developer's agents, employees or contractors or their employees acting in the course of their duties.
- (h) The Council indemnifies the Developer against all claims for loss of or damage to the Council's property contained in or about the Community Facility Lot and from any consequential loss of profits and any liability or loss arising from and costs incurred in connection with injury or death, except and to the extent that the loss, damage, liability or cost is caused by the negligent act or omission of the Developer, the Developer's agents, employees or contractors or their employees acting in the course of their duties

8.14 Quiet enjoyment of existing retailers

- (a) The Council acknowledges that the Community Facility Lot is situated in, or in the vicinity of, an existing shopping centre.
- (b) The Council must minimise disturbance to the retailers, tenants and occupants in the Complex in carrying out Council's Works.
- (c) The Council must cause the Council's Fitout Contractor to ensure that those parts of the Council's Works which are likely to disturb the quiet enjoyment of retailers whose shops are in close proximity to the Community Facility Lot (e.g. noisy works or works generating excessive dust) are carried out outside of the Core Hours or any extended trading hours of the Complex.

8.15 Fitness of Council's Works

The Council acknowledges, warrants and agrees that:

- (a) the Developer has no responsibility for:
 - (i) the design of the Council's Works; or
 - (ii) whether the Council's Works will be suitable for the intended purpose of the Council; or
 - (iii) the design or provision of the Council Works Design Documents or the Developer Approved Council Works Design Documents; and
- (b) the Council's Works will be sound and fit for the intended purpose of the Council.

8.16 Acknowledgment by Council of Community Facility Works

- (a) The Council acknowledges that:
 - (i) some of the Community Facility Works may not be completed at the time when the Council commences the Council's Works, or trading from the Community Facility Lot;
 - (ii) further works may be required during the Fitout Period or the currency of the Community Facility Lease to complete the Community Facility Works or to rectify defects or omissions which may appear in the Community Facility Works; and
 - (iii) it has agreed to accept the Community Facility Lease and is well aware that there may be some disruption caused in completing the Community Facility Works or in rectifying any defects or by adjoining lessees completing their fitout works.
- (b) The Council is not entitled to any abatement or any other form of compensation for any disturbance resulting from these activities.

8.17 Completion of Community Facility Works during the Fitout Period

- (a) Despite any provisions of this Schedule, if:
 - (i) the completion or rectification of the Community Facility Works during the Fitout Period (excluding works which the Developer or Builder is carrying out under this Schedule at the request of the Council or which can only be carried out by the Developer or Builder during the Fitout Period because of the Council's design layout) prevents the Council from carrying out the Council's Works for any substantial period and the Council reasonably determines that Completion of the Council's Works cannot be achieved during the Fitout Period because of the Developer's or Builder's activity in the Community Facility Lot; and

(ii) the Council notifies the Developer, in writing, of the Council's determination,

then the Developer may extend the Fitout Period having regard to the period in which the Developer's activity prevented the Council's Works from being carried out.

(b) If there is a dispute about whether:

(i) the Council is entitled to an extension of the Fitout Period arising out of the operation of clause 8.17(a), or

(ii) the extent of the extension to the Fitout Period,

the dispute is to be determined by the Superintendent acting as an expert. The decision of the Superintendent is final and binding upon the parties.

8.18 Environmental, health and safety requirements

(a) During the Fitout Period, the Council will be the person with the management or control of the Premises for the purpose of the Relevant WHS & Environment Laws. It must take all reasonably practicable measures to ensure that the Council's Works and the Premises do not expose any person to any environmental risks or risks to health, safety or welfare. Without limiting the above, the Council must provide all necessary supervision and co-ordination to ensure that the Council's Works are carried out safely and without risk.

(b) The Council must comply with the Relevant WHS & Environment Laws and ensure that all contractors are qualified, competent, and receive (at its cost) all necessary information, training, instruction or supervision to ensure compliance with this clause.

(c) The Council must at all times operate a documented WHS management system specific to the Premises and compliant with all WHSL. The Council must ensure that regular WHS compliance audits of the Council Areas and its use of the Premises are undertaken by a competent and qualified WHS consultant. The Council must eliminate or, where this is not possible, control any risk identified in these audits.

(d) The Council must accept appointment under the WHSL as principal contractor for the Council's Works or alternatively must procure its contractor to accept appointment for those works. The Council must provide the Developer with evidence that the Council has complied with its obligations under this clause.

9 Community Facility Lease

9.1 Grant

Unless otherwise agreed between the Parties and provided this Deed is not terminated before the Commencement Date:

(a) the Developer must grant and the Council must take a lease of the Community Facility Lot in the form of the Community Facility Lease completed and amended pursuant to this Schedule 4;

(b) the term will commence on the Commencement Date; and

(c) on and from the Commencement Date, the Parties will be bound by the terms of the Community Facility Lease as if the Lease had been duly completed and delivered and registered.

9.2 Completion

Council authorises the Developer to complete the Community Facility Lease by the insertion of:

- (a) the name of the person then registered or entitled to be registered as proprietor of the Land as the landlord / lessor;
- (b) the then current description of the Community Facility Lot as the leased premises;
- (c) the Commencement Date as the commencing date;
- (d) the date of expiration of the term as the terminating date; and
- (e) such other details as may be necessary to complete the Community Facility Lease in accordance with this Schedule and enable it to be registered in the Register.

9.3 Execution

- (a) The Developer must deliver the Community Facility Lease completed in accordance with clause 9.2 of this Schedule 4 to Council for signature as soon as possible after the Commencement Date.
- (b) Council must execute the Community Facility Lease and return it to the Developer in duplicate as soon as possible.
- (c) As soon as possible after receiving the Community Facility Lease executed by the Council, the Developer must procure the person then registered or entitled to be registered as proprietor of the Land to execute the Community Facility Lease and arrange for its registration.

10 General provisions

10.1 Renumbering of shops

The Developer may prior to and from time to time during the term of the Community Facility Lease change the premises numbering system for the Complex or the premises identification number of the Community Facility Lot without any obligation to compensate the Council for any additional expenses, which the Council may incur.

10.2 Change of name of Complex

The Developer reserves the right to change the name of the Complex prior to or after the Commencement Date without any obligation to compensate the Council for any additional expenses which the Council may incur.

10.3 Consequences of termination

If this Deed is terminated prior to the Commencement Date then, immediately after the Council receives the notice of termination, the Council must:

- (a) vacate the Community Facility Lot; and
- (b) if required by the Developer, remove its property and reinstate the Community Facility Lot to the condition they were in prior to the Council having commenced the Council's Works.

10.4 Failure to remove property

If the Council does not remove its property within 10 days after the Developer serves the termination notice, the Developer may treat the property as abandoned and deal with it as the Developer sees fit without having to account to the Council.

Planning Agreement

Schedule 5 – Community Facility Lease

LEASE
New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) **TORRENS TITLE**

Property leased: if appropriate, specify the part or premises
Lease Folio: /LF362 [TBC] known as in the Centre known as Macquarie Centre, Corner Herring and Waterloo Roads, North Ryde, NSW

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	CODE
	Reference (optional):	L

(C) **LESSOR**

AMP Macquarie Pty Limited ACN 103 734 854, AMP Capital Funds Management Limited ACN 159 557 721, and AMP Capital Funds Management Limited ACN 159 557 721
--

The lessor leases to the lessee the property referred to above.

(D) Encumbrances (if applicable): 1. 2. 3.

(E) **LESSEE**

Council of the City of Ryde ABN 81 621 292 610
TENANCY: Not applicable

- (G) 1. **TERM:** 99 years
2. **COMMENCING DATE:** [TBC]
3. **TERMINATING DATE:** [TBC]
4. With an **OPTION TO RENEW** for a period of N/A set out in N/A
5. With an **OPTION TO PURCHASE** set out in clause N/A of N/A
6. Together with and reserving the **RIGHTS** set out in clause N/A of N/A
7. Incorporates the provisions or additional material set out in **ANNEXURE** A
8. Incorporates the provisions set out in **MEMORANDUM** filed at the Department of Lands, Land and Property Information Division as No. N/A
9. The **RENT** is set out in item No. 3 of Reference Schedule of Annexure A hereto.

DATE

____ / ____ / ____
dd mm yyyy

(H)

I certify that I am an eligible witness and that the Lessor's attorney signed this dealing in my presence.

[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the Lessor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of Witness:

Signature of attorney

Name of witness

Attorney's name

Address of witness

Signature of attorney

Attorney's name

Signing on behalf of

AMP Macquarie Pty Limited
ACN 103 734 854

Power of attorney - Book:

- No.:

I certify that I am an eligible witness and that the Lessor's attorney signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the Lessor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of Witness:

Signature of attorney

Name of witness

Attorney's name

Address of witness

Signature of attorney

Attorney's name

Signing on behalf of

**AMP Capital Funds
Management Limited**
ACN 159 557 721

Power of attorney - Book:

- No.:

I certify that I am an eligible witness and that the Lessor's attorney signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the Lessor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of Witness:

Signature of attorney

Name of witness

Attorney's name

Address of witness

Signature of attorney

Attorney's name

Signing on behalf of

**AMP Capital Funds
Management Limited**
ACN 159 557 721

Power of attorney - Book:

- No.:

I certify that I am an eligible witness and that the Lessee's attorney signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised persons whose signatures appear below.

Signature of Witness:

Signature of director

Name of witness

Director's name

Address of witness

Signature of Director / Secretary

Name of Director / Secretary

Signing on behalf of

Note: where applicable, the lessor must complete the statutory declaration below.

(I) STATUTORY DECLARATION

- I _____ solemnly and sincerely declare that:-
1. The time for the exercise of option to renew in expired lease No. _____ has ended;
 2. The lessee under that lease has not exercised the option

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at

in the State of

on

in the presence of

Signature of witness

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness:

Contents

1. Interpretation	14
2. Term	18
3. Rent and Fixed Increases	18
4. Not used	19
5. Not used	19
6. Not used	19
7. Outgoings and Other Expenses	19
8. Not used	22
9. Payment Requirements	22
10. Permitted Use and Trading Hours	23
11. Lessee's Obligations	24
12. Maintenance, Repair and works	26
13. Assignments and Mortgages	28
14. Insurances and Indemnities	30
15. Damage to Complex or Premises	31
16. Car Parks	33
17. Lessor's Obligations and Rights	33
18. Not used	36
19. Expiry or Termination	36
20. Default	37
21. Costs, Charges and Expenses	38
22. Notices	38
23. Miscellaneous	39
24. Not used	40
25. Not used	40
26. Not used	40
27. Not used	40
28. GST	40

29. Limitation of Trustee's Liability	42
30. Not used	43
31. Not used	43
32. Not used	43
33. Lessee's Right to Require an Early Surrender	43
34. Licence for Car Parks	44
Schedule 1 - Rules	

Item 1A (definition of Lessor in clause 1.1)	Lessor AMP Macquarie Pty Limited ACN 103 734 854 in its capacity as trustee of the AMP Macquarie Trust AMP Capital Funds Management Limited ACN 159 557 721 in its capacity as responsible entity of the AMP Capital Shopping Centre Fund AMP Capital Funds Management Limited ACN 159 557 721 as responsible entity for the AMP Capital Diversified Property Fund of 33 Alfred Street, Sydney, NSW, 2000
Item 1B (definition of Lessee in clause 1.1)	Lessee Council of the City of Ryde ABN 81 621 292 610 of 3 Richardson Place, North Ryde, New South Wales
Item 1C (definition of Land in clause 1.1)	Land [TBC]
Item 1D (definition of Premises in clause 1.1)	Premises [TBC], Macquarie Centre, corner of Herring and Waterloo Roads, North Ryde, NSW which, for identification purposes, is hatched in black on the tenancy plan attached to this Lease.
Item 1E (definition of Lessee's Trading Name)	Lessee's Trading Name Not applicable
Item 1 (definition of Commencement Date in clause 1.1)	Commencement Date [TO BE COMPLETED IN ACCORDANCE WITH AFL]
Item 2 (definition of Expiry Date in clause 1.1 and clause 2)	Expiry Date [TO BE COMPLETED IN ACCORDANCE WITH AFL]
Item 3 (definition of Base Rent in clause 1.1 and clause 3)	Base Rent \$1.00 per annum (if demanded)
Item 4	Not used
Item 5	Not used
Item 6A	Not used

Item 6B	Not used
Item 6C	Not used
Item 7	Not used
Item 8	Not used
Item 9	Not used
Item 10 (definition of Floor Area of the Premises in clause 1.1 and clause 7.5)	Floor Area of the Premises [TO BE COMPLETED IN ACCORDANCE WITH AFL] m²
Item 11	Not used
Item 12 (definition of Permitted Use in clause 1.1 and clause 10)	Permitted Use A community facility for public activities being a library, creativity hub, incorporated auditorium for public performances (not exceeding 350 seats and 450 sqm in Floor Area) and a community cultural arts space, together with other similar community facilities appropriate in a modern day shopping centre which are provided by the Lessee at low or no cost. Part of the Premises may be operated as a café for the sale of food and beverages to patrons of the Premises and the Lessee's Employees and Agents. Other than the Cafe, the Lessee must not use the Premises for the provision of commercial or for-profit uses.
Item 13 (clause 10)	Trading Hours (a) Core Hours: Monday, Tuesday, Wednesday and Friday: 9:00am to 5:30pm Thursday: 9:00am to 9:00pm Saturday: 9:00am to 5:00pm (b) Lessee's Extended Trading Hours: Daily between 6:30am and 12:30am (the following day) (c) Operating Hours: One hour before and one hour after the Core Hours

Item 14
(clause 12.2)

Redecoration dates

On or before each 10th anniversary of the Commencement Date

Item 15
(clause 14)

Public liability insurance

\$20,000,000

Item 16
(clause 22)

Lessor's address for service

Address: [TBC]

Facsimile No: [TBC]

Lessee's address for service

Address: 3 Richardson Place, North Ryde, New South Wales

Facsimile No: Not applicable

Item 17

Not used

Item 18

Not used

Item 19
(definition of Act in clause 1.1)

Act

Retail Leases Act 1994 (NSW) as amended

Item 20

Not used

Item 21
(Not used)

Not used

Item 22
(Not used)

Not used

Item 23

Not used

Item 24
(Not used)

Not used

Lease

Parties

1. **AMP Macquarie Pty Limited** ACN 103 734 854 in its capacity as trustee of the AMP Macquarie Trust
AMP Capital Funds Management Limited ACN 159 557 721 in its capacity as responsible entity of the AMP Capital Shopping Centre Fund
AMP Capital Funds Management Limited ACN 159 557 721 as responsible entity for the AMP Capital Diversified Property Fund
(Lessor)
2. **Council of the City of Ryde** ABN 81 621 292 610 of 3 Richardson Place, North Ryde, New South Wales (Lessee)

Background

- A. The Lessor has agreed to grant, and the Lessee has agreed to accept, a lease of the Premises on the terms and conditions set out in this Lease.

Operative provisions

The Lessee agrees with the Lessor as follows.

1. Interpretation

1.1 Definitions

The following words have these meanings unless the contrary intention appears:

Act means the act described in Item 19.

Authority means any government, semi or local government, statutory or other body.

Base Rent means the yearly amount in Item 3 as varied under this Lease.

Building means the building on the Land in which the Premises are located and any other land (from time to time) or buildings, structures and improvements (including the Lessor's Property which the Lessor notifies the Lessee is being used with the Land) for the purposes of the building.

Café means that an internal part of the Premises (i.e. with no access to the exterior of the Premises) of no more than 70sqm that may be used as a café for the supply of food and non-alcoholic beverages to customers and employees of the Lessee for on-premises consumption.

Car Park means that part of the Complex which the Lessor nominates for parking motor vehicles including structures, driveways and vehicular ramps.

Commencement Date means the date in Item 1.

Complex means the Land together with all buildings structures and other improvements (including the Building) from time to time erected on the Land and any other land.

Core Hours means the hours in Item 13(a) during which shops in the Building must remain open subject to clause 10.6.

Defined Risks means damage from fire, water, flood, lightening, storm and rainwater, fusion, explosion, civil commotion, earthquake, burglary and malicious damage and such other risks as may reasonably be required by the Lessor from time to time.

Expiry Date means midnight on the date in Item 2.

Extended Trading Hours means the hours in Item 13(b).

Floor Area means the floor area as calculated by the Lessor's surveyor using the PCA Method of Measurement.

Floor Area of the Premises means the floor area of the Premises (calculated by the Lessor's surveyor using the PCA Method of Measurement) set out in Item 10.

GST has the meaning given to that term in the GST Law as defined in clause 28.

Item means an item set out in the Reference Schedule contained in Part A of this Lease.

Land means the land described in Item 1C on which the Premises are situated.

Lease means these lease covenants and all annexures and schedules to the relevant instrument of lease.

Lessee means the person described in Item 1B and includes the Lessee's permitted assigns.

Lessee Areas means the Premises and any other areas licensed by the Lessor to the Lessee, and the plant and substances of the Lessee.

Lessee Operations means the Lessee's business, operations or works (including any Lessee Works undertaken pursuant to Item 14, clause 11 or clause 12) conducted on or about the Relevant Areas or using the Relevant Areas, including operations or works conducted by a Lessee Worker.

Lessee Worker means an employee, contractor or agent engaged directly or indirectly by the Lessee.

Lessee Works means works (including fitout or construction projects) undertaken or commissioned by the Lessee in relation to the Relevant Areas.

Lessee's Business means the activities carried on from the Premises.

Lessee's Contribution means the proportions of Outgoings determined under clause 7.4.

Lessee's Employees and Agents means each of the Lessee's employees, officers, agents, contractors, visitors, invitees, subtenants and licensees.

Lessee's Property means all property (including stock) owned or leased by the Lessee in the Premises or elsewhere in the Building, or any other property in the Premises other than the Lessor's Property.

Lessee's Trading Name means the name specified in Item 1E.

Lessor means the person described in Item 1A and includes the Lessor's assigns.

Lessor's Property means all plant, equipment, fixtures, fittings, furniture, furnishings, signs and other property the Lessor provides in the Premises or in the Complex.

Lettable Area means the floor area of premises in the Building which from time to time are leased or licensed or intended by the Lessor to be so (calculated by the Lessor's surveyor using the PCA Method of Measurement) but, to the extent permitted by law, excludes any premises:

- (a) leased or licensed or intended by the Lessor to be leased or licensed exclusively for storage;
- (b) leased or licensed for a nominal rental or as a temporary or casual letting in the Related Areas;
- (c) used for a public library, child minding or other community facilities (other than the Premises);
- (d) not used;
- (e) used as a Manager's office;
- (f) used as information facilities;
- (g) used as telecommunication equipment;
- (h) used for displaying advertisements; or
- (i) used for parking.

Manager means the person nominated by the Lessor from time to time as manager of the Complex.

Operating Hours means the hours during which Services are provided by the Lessor as set out in Item 13(c), as determined by the Lessor from time to time.

Outgoings means all amounts paid or payable by the Lessor for an Outgoings Year in connection with the Building as itemised in clause 7.14.

Outgoings Year means the 12 month period ending on 31 December in each year or on another day specified in a notice the Lessor gives the Lessee.

PCA means the Property Council of Australia Limited (ACN 008 474 422).

PCA Method of Measurement means the March 1997 method of measurement published by PCA.

Permitted Use means the use in Item 12.

PPS Act means the Personal Property Security Act 2009 (Cth).

Premises means that part of the Building described in Item 1D the boundaries of which are:

- (a) the internal finished surface of walls but the centre line of intertenancy walls; and
- (b) in the case of walls abutting a mall, from the mall line (including set backs); and
- (c) the lower surface of the ceiling (above any false or suspended ceiling); and
- (d) the upper surface of the floor (under any floor covering).

The Premises includes the Lessor's Property in the Premises.

Related Areas means those parts of the Complex not leased or licensed to any person and intended for common use such as (but not limited to) the mall, walkways, public lifts and escalators,

pavements, public entrances and passages, courts, landscaped areas, vestibules, malls, awnings, driveways, plant and machinery rooms, loading docks, public toilets and other areas and appurtenances.

Relevant Areas means the Lessee Areas, the Related Areas, and areas of access or egress to or from the foregoing areas and adjacent areas.

Relevant WHS & Environment Laws means all environmental and work health, safety and welfare laws, regulations, codes of practice and compliance and advisory standards (including, without limitation, the requirements of any statutory, municipal or other competent authority) which may apply to the Relevant Areas and/or the Lessee Operations.

Rules means the rules of the Complex set out in Schedule 1 as amended by the Lessor from time to time acting reasonably.

Security Interest means a security interest as defined in the PPS Act.

Services means the services to or of the Building provided by the Lessor.

Statutory Costs means any rate, tax or other statutory cost or charge levied charged or assessed on or in respect of the Building or its occupiers.

Term means the period from and including the Commencement Date to and including the Expiry Date.

Utilities means the services to the Complex provided by Authorities or others including water, electricity, gas, telephone and other communication services.

WHS means work health and safety.

WHSL means the work health and safety legislation relevant to the State in which the Building is situated.

1.2 Interpretation

Unless the contrary intention appears:

- (a) the singular includes the plural and vice versa; and
- (b) "person" includes a firm, a body corporate, an unincorporated association or an Authority; and
- (c) an agreement, representation or warranty:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (ii) on the part of two or more persons binds them jointly and severally; and
- (d) a reference to:
 - (i) a person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns; and
 - (ii) a document includes any variation or replacement of it; and
 - (iii) a law includes regulations and other instruments under it and amendments or replacements of any of them; and
 - (iv) a thing includes the whole and each part of it; and

- (v) a group of persons includes all of them collectively, any two or more of them collectively and each of them individually; and
 - (vi) the president of a body or Authority includes any person acting in that capacity; and
 - (vii) item means an item referred to in the Reference Schedule; and
 - (viii) an institution or corporation that ceases to exist shall be deemed to include any institution or corporation formed with similar objects and functions to carry on the activities previously carried on by the institution or corporation that ceases to exist; and
- (e) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

1.3 No fetter

Nothing in this Lease is to be construed as requiring the Lessee (in its capacity as an Authority) to do anything that would cause it to be in breach of any of its obligations at law, and without limitation:

- (a) nothing in this Lease is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty; and
- (b) nothing in this Lease imposes any obligation on the Lessee (in its capacity as an Authority) to exercise any function or power under any law.

2. Term

2.1 Term of the lease

Subject to the provisions of this Lease, this Lease commences on the Commencement Date and expires on the Expiry Date.

2.2 Holding over

If the Lessee continues to occupy the Premises after the Expiry Date with the Lessor's approval, it does so under a tenancy for a fixed term of three months and then from quarter to quarter which either party may terminate on three month's written notice ending on any day.

2.3 Holding over terms

Subject to clause 2.2, the quarterly tenancy is on the same terms as this Lease including in relation to payment of the Base Rent and the Lessee's Contribution except for those changes which are necessary to make this Lease appropriate for a quarterly tenancy.

2.4 First payment under holding over

The first payment of rent due under clause 2.3 must be paid on the day following the Expiry Date.

3. Rent and Fixed Increases

3.1 Payment

The Lessee must pay the Base Rent annually by one instalment in advance on the Commencement Date and each anniversary of that date.

4. Not used

5. Not used

6. Not used

7. Outgoings and Other Expenses

7.1 Rates and taxes

The Lessee must pay or reimburse the Lessor all rates, assessments, levies or taxes assessed or charged by any Authority on the Premises or because of the Lessee's Business. Rates, assessments, levies or taxes paid by the Lessee pursuant to this clause 7.1 will not form part of the Outgoings.

7.2 Utilities

- (a) The Lessee must pay for all Utilities provided to or used on the Premises.
- (b) Subject to clause 7.2(d), the Lessor must ensure that at all times separate meters are installed and operational in respect of Utilities.
- (c) If the Lessor is able and willing to supply any of the Utilities by on-selling the same the Lessee may elect to purchase the Utilities or some of them from the Lessor. The price to be charged for the supply of the Utilities will be the appropriate tariff calculated as if the Lessee had been a direct customer of the supplier of the Utility. Any moneys payable under this clause 7.2(c) are payable within twenty eight days of the Lessee being billed by the Lessor and if the Lessee fails to pay for any Utility by the due date for payment the Lessor reserves the right to cease supplying that Utility.
- (d) The Lessee must pay for all costs associated with installing a meter to measure the supply of Utilities if during the Term of the Lease the Lessee elects to purchase any Utility from a different supplier and that supplier requires a new meter to be installed to measure the supply of a Utility.

7.3 Lessee's Contribution

The Lessee must pay the Lessee's Contribution for each Outgoings Year.

7.4 Calculation of Lessee's Contribution

- (a) The Lessee's Contribution is the proportion that the Floor Area of the Premises bears to the total Lettable Area of all premises enjoying or sharing the benefit or burden of any particular item of Outgoings.
- (b) For example, free standing buildings (that are not part of the main building structure), basements, office premises, cinema complexes and ice rinks are some of the premises which may not necessarily enjoy the benefit of all Outgoings.

7.5 Lessor's determination

The Lessor must determine, acting fairly and reasonably, the proportion attributable to the Premises, the Building or the Complex or different parts of the Complex of any Outgoings which relate to part or parts of the Complex or the Building or to other land as well as the Complex. Only the proportion so determined will be included in the Outgoings.

7.6 Lessor's estimate

Before the Lessee enters into the Lease and at least one month before the beginning of each Outgoings Year the Lessor must give the Lessee a notice stating the Lessor's reasonable estimate of the Outgoings and the Lessee's Contribution for that Outgoings Year. The Lessor, acting reasonably where one or more item of Outgoings in paragraphs (a), (b), (c) or (i) of clause 7.14 has materially varied, may at any time during an Outgoings Year update its estimate of the Outgoings and the Lessee's Contribution.

7.7 Payments on account of Lessee's Contribution

The Lessee must pay the amount equal to the Lessor's estimate on account of the Lessee's Contribution by equal instalments in advance on the first day of each month. If the Lessor updates the Lessor's estimate, the Lessee must pay the amount equal to the Lessor's revised estimate on account of the Lessee's Contribution by equal instalments on the first day of each month commencing on the first day of the month following notification to the Lessee of the revised estimate.

7.8 Not used

7.9 Auditor's report

Subject to clause 7.12, the Lessor must give the Lessee a report from the Lessor's external auditors (who must be a registered auditor under the Corporations Act 2001) giving reasonable details of the actual Outgoings within three months after the end of each Outgoings Year in the manner described by the Act.

7.10 Adjustments

Within one month after the Lessor gives the Lessee the report under clause 7.9 the Lessee must pay the Lessor (or the Lessor must refund to the Lessee) the difference as shown in the Lessor's report under clause 7.9 between the amount paid on account of the Lessee's Contribution for the relevant Outgoings Year and what the Lessee should have paid.

7.11 Pro rata adjustment

If the Term does not commence on the first day of an Outgoings Year the Lessee's Contribution must be calculated on a pro rata basis.

7.12 Payment on early termination

If the Expiry Date occurs or this Lease is terminated before the actual Outgoings for any Outgoings Year can be determined then the Lessor's estimate of the Outgoings and the Lessee's Contribution under clause 7.7 are taken, as between the Lessor and Lessee, to be the actual Outgoings.

7.13 Variation of Lettable Area

If there is a variation in the Lettable Area of the Building and the Lessor decides to vary the Lessee's Contribution as a result of that variation, then the Lessor must give the Lessee a notice of the variation and the date from which the Lettable Area is varied is the date the Lessor notifies the Lessee of the variation.

7.14 Items included in Outgoings

Outgoings include:

- (a) rates, land taxes (on the basis that the land included in the Building is the only land owned by the Lessor, and the land is not subject to a special trust (within the meaning of the *Land Tax Management Act 1956*) and the Lessor is not assessed as a non-concessional company as defined under Section 29 of the *Land Tax Management Act 1956*) and other charges imposed

- by any Authority and levies and charges imposed under strata, community title or similar legislation; and
- (b) taxes, levies, imposts, deductions, charges, withholdings and duties imposed by any Authority including any tax imposed as a consequence of the Lessor having an estate or interest in the Building but excluding:
 - (i) any GST or like tax imposed because this Lease is a taxable supply; and
 - (ii) any income tax or capital gains tax; and
 - (c) insurance for:
 - (i) the full insurable value of the improvements forming the Building (including the Lessor's Property);
 - (ii) public liability;
 - (iii) worker's compensation; and
 - (iv) such other risks (including machinery breakdown) which the Lessor reasonably considers is appropriate; and
 - (d) cleaning those parts of the Building which no tenant or licensee is obliged to clean including the nett cost to the Lessor of hiring or leasing vehicles or equipment for that purpose; and
 - (e) removal and disposal of all waste and other garbage [except where such cost is included in paragraph (a)] including the cost of operating and maintaining any plant and equipment for that purpose whether located within the Complex or not; and
 - (f) indoor and outdoor gardening and landscaping in or about the Building; and
 - (g) caretaking services, security services and regulating traffic in the Complex or on roads giving access to the Complex; and
 - (h) management, control and administration whether performed within the Complex or not (to the extent not prohibited by law) including:
 - (i) the Lessor's reasonable costs of managing the Complex (including fees paid to agents, consultants and auditors whether internal or external); and
 - (ii) the costs associated with the operation of the Manager's office including employment overheads; and
 - (i) providing water, electricity, gas, telephone and communications services and any other services provided by Authorities or others to the Complex (including plant rooms, security lighting, heating and other systems and services in and for the operation of the Complex); and
 - (j) repairing, maintaining and painting the Complex including the buildings, structures, plant, equipment, fixtures, fittings, furniture, furnishings and other property provided by the Lessor in the Complex; and
 - (k) operating, supplying, maintaining and repairing the Services including lighting, heating and air conditioning the Related Areas, escalators, travelators, elevators, pest control, fire services, toilet and washroom facilities and requisites, public address systems, security equipment, emergency evacuation systems, building management systems and mechanical ventilation in Car Park structures and all plant and equipment and the amounts paid to personnel necessary to operate, supply, maintain and repair the Services to the standard the Lessor requires and to comply with the requirements of Authorities and all laws; and

- (l) providing air conditioning including the costs of electricity, fuel, repairs and maintenance; and
- (m) operating and maintaining signs and directories in or about the Building; and
- (n) operating and maintaining any customer service and information desks, courtesy vehicles, child minding facilities and play areas, parcel pick up points, delivery services and other facilities from time to time provided in the Building in or about the Complex; and
- (o) operating, maintaining and repairing the Car Park; and
- (i) costs incurred by the Lessor in connection with an objection by the Lessor to and/or an appeal by the Lessor against any Statutory Cost (to which the Lessee is obliged to contribute under <https://online.globalx.com.au/web/Home/Home/Product/1281> this Lease) or any valuation used in the calculation of a Statutory Cost by the Lessor where the Lessor reasonably believes that the savings in Statutory Costs which might be achieved as a result of an objection or an appeal will exceed the costs likely to be incurred in connection with the objection or appeal.

7.15 Costs excluded from Outgoings

The Outgoings do not include:

- (a) costs payable by a particular tenant or licensee of the Complex, including pursuant to clause 7.1; and
- (b) capital and structural costs and depreciation; and
- (c) any Outgoings that are not properly and reasonably incurred by the Lessor; and
- (d) interest and other charges incurred by the Lessor on amounts it has borrowed; and
- (e) any amount that the Lessor is prohibited from recovering under any relevant legislation from its lessees.

7.16 Reduction from Outgoings

The Outgoings for each Outgoings Years must be reduced by the amount of any credit or refund of GST to which the Lessor is entitled as a result of incurring the Outgoings.

8. Not used

9. Payment Requirements

9.1 Method

The Lessee must make payments under this Lease on account of Base Rent, the Lessee's Contribution, amounts payable under clause 7.1 and GST in respect of those payments by direct debit (or such other method that the Lessor reasonably requires) to the Lessor without set-off, counterclaim, withholding or deduction.

9.2 Correction of payments

If the Lessee pays an amount and it is found later that the amount was not correct, then even if the Lessor has given the Lessee a receipt, the Lessee must pay the Lessor (or the Lessor must refund to the Lessee) the difference between what the Lessee has paid and what the Lessee should have paid within fourteen days after either party gives the other a notice about the mistake and the party receiving the notice agrees that a mistake has been made.

9.3 Due date for payments

If this Lease does not specify a due date or period for payment of an amount, then the Lessee must pay that amount within twenty eight days after the Lessor demands it.

9.4 Obligations not affected

Expiry or termination of this Lease does not affect the Lessee's obligations:

- (a) to make payments under this Lease for periods before or after then; or
- (b) to give information to the Lessor to enable it to calculate those payments.

9.5 Broken periods

If an amount payable is for a period of less than one month then the amount payable for that period is the yearly amount payable in respect of that item, multiplied by the number of days in the relevant period and divided by the number of days in the relevant year in which the month occurs, and must be paid, unless this Lease says otherwise, on the first day of such period.

9.6 Not used

10. Permitted Use and Trading Hours

10.1 Permitted Use

- (a) The Lessee must use the Premises only for the Permitted Use.
- (b) The Lessor acknowledges that the Lessee may grant other parties rights to use parts of the Premises from time to time on a casual basis for purposes which are consistent with or supplemental to the Permitted Use for which the Premises may be used.
- (c) Clause 10.1(b) does not limit, or relieve the Lessee from compliance with, the Lessee's obligations under this Lease.

10.2 Use not exclusive

The Lessor may lease or licence at any time any part of the Building for a business or operation which competes with the Lessee's Business. The Lessee acknowledges that neither the Lessor nor anyone acting on its behalf has given any intimation or made any representation to the effect that the Permitted Use will be exclusive to the Lessee.

10.3 Trading hours

- (a) The Lessee must:
 - (i) keep the Premises and illuminated signs fully lit during the Core Hours; and
 - (ii) conduct the Permitted Use from the Premises during operating hours normal for premises that operate or conduct community uses of the nature which are operated or conducted from the Premises.
- (b) The Lessee may, at its election, conduct the Lessee's Business from the Premises during the Extended Trading Hours.
- (c) The Lessee may access the Premises (but not open the Premises to the public) during the Operating Hours.

- (d) The parties agree that the Lessee is not obliged to conduct the Permitted Use from the Premises during the entirety of the Operating Hours. The Lessor cannot make any claim against the Lessee or terminate this Lease if the Lessee is not conducting the Permitted Use from the Premises during the entirety of the Operating Hours, provided that the Lessee conducts the Permitted Use from the Premises during operating hours normal for premises that conduct the community uses allowed by the Permitted Use as required under clause 10.3(a)(ii).

10.4 Not used

10.5 Not used

10.6 Not used

10.7 Not used

10.8 Not used

11. Lessee's Obligations

11.1 Positive obligations

The Lessee must:

- (a) conduct the Lessee's Business at all times in a proper, orderly and businesslike manner in accordance with high standards commensurate with its surrounds; and
- (b) keep the Premises and everything in them clean and free of vermin and comply with the Lessor's reasonable directions in that regard; and
- (c) obtain any licence, approval, permit or consent from any Authority required to enable the Lessee to operate in connection with the Lessee's Business, the Lessee's Property or the Lessee's use or occupation of the Premises; and
- (d) subject to clauses 12.4, 12.5 and 12.6, comply on time with all laws and the requirements of Authorities in connection with the Lessee's Business, the Lessee's Property and the Lessee's use or occupation of the Premises (including obtaining all permits); and
- (e) inform the Lessor of damage to the Building or the Premises or of a faulty Service or Utility immediately it becomes aware of it; and
- (f) be aware of and observe the maximum load weights throughout the Premises and the Building, provided the load limits have been notified to the Lessee by the Lessor; and
- (g) promptly, when asked by the Lessor, do everything necessary for the Lessee to do to enable the Lessor to exercise its rights under this Lease; and
- (h) put up signs in the Premises required by law; and
- (i) participate in emergency fire or safety drills of which the Lessor gives reasonable notice; and
- (j) evacuate the Complex immediately and in accordance with the Lessor's directions when informed of any actual or suspected emergency; and
- (k) secure the Premises when they are unoccupied and comply with the Lessor's directions about Complex security; and
- (l) comply with all of the Rules;

- (m) keep the Premises and illuminated signs fully lit during the Core Hours; and
- (n) place refuse from the Premises into the appropriate bins, e.g. wet refuse must only be placed in bins designated for wet refuse.

11.2 Negative obligations

The Lessee must not:

- (a) smoke in the Complex; or
- (b) alter or interfere with the Lessor's Property or remove it from the Premises; or
- (c) store or use inflammable, volatile or explosive substances on the Premises except when the substances are required for the Permitted Use; or
- (d) do anything in or around the Complex which in the Lessor's reasonable opinion may constitute nuisance or be dangerous or offensive; or
- (e) misuse or do anything to overload the Complex's facilities, appurtenances, Services or Utilities; or
- (f) install blinds, awnings, antennae or receiving dishes on any part of the outside of the Premises without the Lessor's approval; or
- (g) put up:
 - (i) permanent signs without the Lessor's approval (which may be refused at the Lessor's absolute discretion); or
 - (ii) temporary signs or advertisements which are visible from outside the Premises without the Lessor's approval;
- (h) install or operate paid amusement machines;
- (i) hold auction, bankrupt or fire sales in the Premises; or
- (j) keep an animal or bird on the Premises (except where required for the Permitted Use); or
- (k) use a business name which includes words connecting the business name with the Building without the Lessor's approval; or
- (l) dispose of refuse from the Premises in bins provided for public use; or
- (m) use any method of heating, cooling or lighting the Premises other than those provided or approved by the Lessor; or
- (n) use the escalators or passenger lifts to carry goods or equipment; or
- (o) operate a musical instrument, radio or television, flashing lights or other equipment that can be heard or (in the case of flashing lights) seen outside the Premises and which causes in the Lessor's reasonable opinion a nuisance or disturbance to the Lessor or other occupants or users in the Centre; or
- (p) move heavy or bulky objects through the Complex without the Lessor's approval; or
- (q) obstruct:
 - (i) windows in the Premises or Building;

- (ii) air vents, air-conditioning ducts skylights, sprinklers and fire equipment in the Premises;
- (iii) the emergency exits from the Complex or the Premises; or
- (iv) the Related Areas; or
- (r) interfere with directory boards provided by the Lessor; or
- (s) operate outside the Premises without the Lessor's prior approval (which may be refused at the Lessor's absolute discretion); or
- (t) spruik or allow any other form of advertising which can be heard outside the Premises without the Lessor's prior approval (which may be refused at the Lessor's absolute discretion).

11.3 Lessee not to allow breach

The Lessee must not do anything which may result in any of the matters described in clause 11.2 occurring.

11.4 Lessee's Employees and Agents to comply

The Lessee must use reasonable endeavours to ensure that the Lessee's Employees and Agents comply, if appropriate, with the Lessee's obligations under this Lease.

11.5 Environmental, health and safety requirements

- (a) The Lessee will be the person with the management or control of the Lessee Areas for the purpose of the Relevant WHS & Environment Laws. It must take all reasonably practicable measures to ensure that the Lessee Operations and the Lessee Areas do not expose any person to any environmental risks or risks to health, safety or welfare. Without limiting the above, the Lessee must provide all necessary supervision and co-ordination to ensure that the Lessee Works are carried out safely and without risk.
- (b) The Lessee must comply with the Relevant WHS & Environment Laws and ensure that all Lessee Workers are qualified, competent, and receive (at its cost) all necessary information, training, instruction or supervision to ensure compliance with this clause.
- (c) The Lessee must at all times operate a documented WHS management system specific to the Lessee Areas and compliant with all WHSL. The Lessee must ensure that regular WHS compliance audits of the Lessee Areas and its use of the Relevant Areas are undertaken by a competent and qualified WHS consultant. The Lessee must eliminate or, where this is not possible, control any risk identified in these audits.
- (d) The Lessee must accept appointment under the WHSL as principal contractor for the Lessee's Works required to be undertaken pursuant to Item 14 of the Reference Schedule or alternatively must procure its contractor to accept appointment for those works. The Lessee must provide the Lessor with evidence that the Lessee has complied with its obligations under this clause.

12. Maintenance, Repair and works

12.1 Repair, replace

- (a) Subject to clause 12.4, the Lessee must:

- (i) maintain the Premises as to a high standard commensurate with its surrounds except for damage caused by fair wear and tear or attributable to a structural defect in the building in which the Premises are situated; and
 - (ii) maintain the Lessee's Property in good repair except for damage caused by fair wear and tear; and
 - (iii) promptly replace worn or damaged items in or attached to the Premises (including all glass, Lessee's Property and those floor coverings and furnishings which are part of the Lessor's Property) with items of similar quality.
- (b) The Lessee acknowledges that the exception for fair wear and tear in respect of the Lessee's covenant to maintain the Premises and the Lessee's Property must be construed in the context of the requirement for the Lessee to maintain the Premises as to a high standard commensurate with its surrounds.

12.2 Redecoration

- (a) The Lessee must redecorate the Premises and the Lessee's Property on or before each of the dates specified in Item 14 to the following specification:
- (i) clean and prepare all surfaces to be redecorated;
 - (ii) repaint (with at least two coats) or wallpaper, stain, varnish or polish each surface to be redecorated according to the previous treatment of that surface; and
 - (iii) replace worn or damaged floor coverings, curtains, blinds, fixtures, fittings, signage and lighting.
- (b) The Lessee must carry out the redecoration to a standard appropriate to the Premises when they were last redecorated with the Lessor's approval or, if they have not been so redecorated, to their standard at the Commencement Date.
- (c) In carrying out the redecoration, the Lessee must obtain the Lessor's approval in relation to the works and comply with the provisions of clause 12.5.

12.3 Plans

Before carrying out any works, the Lessee must submit the plans and specifications for the works to the Lessor and its architect and all relevant Authorities for approval.

12.4 Structural work

The Lessee:

- (a) must not carry out structural work (including alterations or works required by law or any Authority or because of the Lessee's use or occupation of the Premises or the act, negligence or default of the Lessee or of the Lessee's Employees and Agents) to the Premises without the Lessor's approval; and
- (b) is not required to carry out any repairs of a structural nature unless the repairs are required by any law or any Authority because of the Lessee's use or occupation of the Premises or the number or sex of the Lessee's employees or the act, negligence or default of the Lessee or of the Lessee's Employees and Agents.

12.5 Lessee's works

The Lessee must ensure that any works it does are done:

- (a) in a proper and workmanlike manner;
- (b) in accordance with all laws and the requirements of Authorities;
- (c) in accordance with any plans, specifications and schedule of finishes approved by the Lessor;
- (d) in accordance with the Lessor's reasonable requirements and directions, including any fitout manual or other documentation produced by the Lessor;
- (e) in such a manner so that the works do not adversely affect the structural fabric or services of the Building;
- (f) in accordance with any construction site agreement or industrial award in connection with the Complex;
- (g) by a reputable contractor holding insurance for the risks and amounts consistent with normal industry practice; and
- (h) without disturbing others.

12.6 Requirements on Completion

On completion of the works the Lessee must deliver to the Lessor:

- (a) a certificate from all relevant Authorities stating that the works have been completed in accordance with the requirements of those Authorities; and
- (b) a certificate by the Lessee's architect or structural engineer certifying that the works have been designed and installed in structurally sound manner and in particular that the ceiling and signage are properly affixed to the Premises and are supported independently from the Lessor's bulk head and in ceiling services; and
- (c) two sets of final "as built" drawings (reduced to A3 size) in respect of the works.

13. Assignments and Mortgages

13.1 Prohibited dealings

The Lessee must not:

- (a) assign the Lease or its interest in the Lease or otherwise part with possession of the Premises; or
- (b) grant any mortgage or charge over this Lease, the Lessor's Property or the Lessee's Property; or
- (c) subject to clause 13.2, sublet or licence the Premises or any part of them,

however, the Lessee may grant contractual rights to third parties for the purpose of operating the Premises and conducting the Permitted Use on a non-permanent or casual basis ('casual hires'), provided that the grant of casual hires does not limit, or relieve the Lessee from compliance with, the Lessee's obligations under this Lease.

13.2 Sub-Letting and Licensing of Cafe

Despite clause 13.1, the Lessee may grant a sub-lease or licence of the whole of the Café provided that:

- (a) the Lessee obtains the Lessor's prior consent;
- (b) if required by the Lessor, the Lessee and the sub-lessee or licensee must sign a deed of consent on terms reasonably required by the Lessor;
- (c) the Lessee provides the Lessor with details of the identity and contact details of the proposed sub-lessee or licensee, the date of commencement of the sub-lease or licence and the expiry date of the sub-lease or licence;
- (d) the Lessee warrants to the Lessor that the proposed sub-lessee or licensee is respectable and financially sound and an appropriate person to conduct a café business in the Complex;
- (e) the Lessee warrants that the terms of the sub-lease or licence:
 - (i) include an agreement that the sub-lessee or licensee will comply with all of the terms, obligations and covenants (both positive and negative) imposed on the Lessee pursuant to clauses 10, 11 and 16 of this Lease as if it were the Lessee;
 - (ii) include an agreement that where there is any inconsistency between this Lease and the sub-lease or licence, this Lease shall prevail;
 - (iii) include an agreement that if this Lease is ended for any reason, the sub-lease or licence also automatically ends on the same date;
 - (iv) are for a term of no longer than the Term of this Lease, less one day;
 - (v) in the case of a licence, does not grant the Licensee exclusive possession of the Café and includes an acknowledgment by the licensee that its right to occupy the Café is based in contract only and nothing in the licence will create or infer any landlord/tenant relationship between the licensee as tenant and the Lessor as landlord.
- (f) the Lessee and the Lessor covenant and agree that:
 - (i) any insurance policy required to be taken out by the Lessee pursuant to this Lease may be taken out by the Lessee or the sub-lessee or licensee of the Café provided that such insurance policy complies with the requirements of this Lease; and
 - (ii) the Lessor assumes no liability to the sub-lessee or licensee of the Café for the Lessor's covenants and obligations under the Lease or for the Lessee's covenants and obligations under the sub-lease or licence; and
- (g) the Lessee agrees to indemnify the Lessor for any loss, damage, expense or claim:
 - (i) incurred by the Lessor as a result of any breach of the warranties by the Lessee in this clause; and
 - (ii) in relation to or arising from any claim or action brought by the licensee for possession of the Café or any part of them.

13.3 Personal Property Securities

- (a) The Lessee must notify the Lessor on or before the Commencement Date if any of the property owned or used by the Lessee which is either located in the Premises or relevant to this Lease is subject to a Security Interest.
- (b) Where permitted by the PPS Act:
 - (i) the Lessee waives its rights to receive the notifications, verifications, statements, disclosures, proposals and any other documentation specified under sections 95, 118, 121(4), 130, 132(3)(d), 132(4), 135 and 157 of the PPS Act; and
 - (ii) the Lessor and the Lessee agree that sections 95, 125, 129, 142 and 143 of the PPS Act do not apply to this Lease.

14. Insurances and Indemnities

14.1 Lessee to insure – Public Liability and other Insurances

The Lessee must:

- (a) in connection with the Premises, maintain with reputable insurers and on terms consistent with normal industry practice for Premises of the kind to which this Lease relates in the name of the Lessee and noting the interest of the Lessor and any other person reasonably named by the Lessor:
 - (i) public liability insurance for at least the amount in Item 15 (as varied by notice from the Lessor to the Lessee) per event; and
 - (ii) other insurances which are required by law or which, in the Lessor's reasonable opinion, a prudent tenant would take out; and
- (b) give the Lessor evidence that it has complied with clauses 14.1(a) and 14.2 within fourteen days of being asked to do so; and
- (c) notify the Lessor immediately if an insurance policy required by this clauses 14.1(a) and 14.2 is cancelled or an event occurs which may allow a claim or affect rights under an insurance policy in connection with the Premises, the Complex or property in them.

14.2 Lessee's Property to be insured

The Lessee must also insure the Lessee's Property (including all plate glass in the Premises) for its full insurable value against loss or damage resulting from the Defined Risks.

14.3 Not used

14.4 Indemnity

The Lessee is liable for and indemnifies the Lessor against liability or loss arising from, and cost incurred in connection with:

- (a) damage, loss, injury or death to the extent caused or contributed to by the act, negligence or default or the use of the Premises, the Building and the Land by or on the part of the Lessee or of the Lessee's Employees and Agents; and
- (b) the Lessor doing anything which the Lessee must do under this Lease but has not done or which the Lessor considers the Lessee has not done properly, except to the extent that the

loss or damage is caused by the negligence or default of the Lessor or its employees or agents.

14.5 Release

The Lessee releases the Lessor from, and agrees that the Lessor is not liable for, liability or loss arising from, and cost incurred in connection with:

- (a) damage, loss, injury or death except to the extent it is caused by the negligence or default of the Lessor or its employees or agents;
- (b) anything the Lessor is permitted or required to do under this Lease except to the extent of loss or damage caused by the negligence or default of the Lessor or its employees or agents; and
- (c) if the Lessor has complied with clause 17.2, a Service or Utility not being available, being interrupted or not working properly.

14.6 Independence of indemnities

Each indemnity is independent from the Lessee's other obligations and continues during this Lease and after it expires or is terminated. The Lessor may enforce an indemnity before incurring expense.

14.7 Blanket Policy of Insurance

The Lessee's obligations to insure under clauses 14.1 and 14.2 will be satisfied if:

- (a) the insurances required to be effected are covered under any so-called blanket policy of insurance held by the Lessee by appropriate endorsement; and
- (b) the interests of the Lessor are as protected as they would have been if the Lessee had complied with clauses 14.1 and 14.2.

14.8 Not used

14.9 Lessee's input tax credits

Consistent with the intent of Section 78-45 of *A New Tax System (Goods and Services Tax) Act 1999*, the Lessee must inform its insurer of the Lessee's entitlement to claim GST input tax credits in respect of the premiums paid for insurances referred to in clauses 14.1 and 14.2 at or before the time a claim is first made under the insurance policy since the last payment of a premium.

14.10 Confirmation to Lessor

The Lessee must confirm to the Lessor in writing that it has complied with clause 14.9 within fourteen days of complying.

15. Damage to Complex or Premises

15.1 Rent abatement

If the Complex is damaged so that the Premises cannot be used or are inaccessible, the Lessee is not liable to pay Base Rent and the Lessee's Contribution to the Lessor for the period that the Premises cannot be used or are inaccessible.

15.2 Proportional rent reduction

If the Premises are still useable but the Lessee's ability to operate from the Premises is diminished due to the damage, the Lessee's liability to pay Base Rent and the Lessee's Contribution is reduced in proportion to the reduction in useability caused by the damage.

15.3 Lessor not to repair

If the Lessor gives the Lessee a notice that the Lessor considers that the damage is such that repairing it is impracticable or undesirable, then either the Lessor or the Lessee may terminate this Lease by giving not less than seven days' notice to the other and no compensation is payable for that termination.

15.4 Lessor intends to reinstate

- (a) If the Lessor gives the Lessee a notice within a period of three months after the damage occurs of its intention to reinstate the Complex and make the Premises fit for use or accessible to the Lessee then the Lessor must proceed with reasonable expedition to carry out the necessary works.
- (b) If the Lessor does not give either of the notices referred to in clause 15.3 or 15.4(a) within a period of three months after the damage occurs then the Lessee may serve a notice requiring the Lessor to give a notice under clause 15.3 or 15.4(a) as appropriate.
- (c) If the Lessor does not give a notice under clause 15.3 or 15.4(a) to the Lessee within one month after receiving the Lessee's notice under clause 15.4(b) then the Lessee may terminate this Lease by giving seven days' notice to the Lessor.

15.5 Lessor fails to commence reinstatement

- (a) If the Lessor serves a notice under clause 15.4(a) and the Lessor does not proceed with reasonable expedition to commence the necessary works, then the Lessee may serve a written notice requiring the Lessor to substantially commence the necessary works with forty two days of being given the notice.
- (b) If the Lessor does not substantially commence the necessary works within the period's notice referred to in clause 15.5(a), the Lessee may terminate this Lease by giving twenty eight days' written notice to the Lessor.

15.6 Lessor fails to carry out works

- (a) If the Lessor serves a notice under clause 15.4(a) and the Lessor does not complete the necessary works with reasonable expedition, then the Lessee may serve a written notice requiring the Lessor to carry out the necessary works and cause them to be completed in a reasonable time.
- (b) If the Lessor does not comply with the Lessee's notice referred to in clause 15.6(a) within a reasonable time, the Lessee may terminate this Lease by giving twenty eight days' notice to the Lessor.

15.7 Lessor's rights not affected

Clauses 15.1 to 15.6 do not affect any rights the Lessor may have against the Lessee if:

- (a) the damage is caused or contributed to by; or
- (b) rights under an insurance policy in connection with the Complex are prejudiced or a policy is validly cancelled or a claim is refused by the insurer because of

the act, negligence or default of the Lessee or of the Lessee's Employees and Agents or any other rights the Lessor may have in connection with the events specified in this clause 15.7.

15.8 No obligation to restore

This clause 15 does not oblige the Lessor to restore or reinstate the Complex or the Premises.

15.9 Parties' rights not affected

Termination of this Lease under this clause 15 does not affect the rights of either party in connection with a breach of any covenant of this Lease before termination.

16. Car Parks

16.1 Control and management of Car Park

The Car Park is subject to the Lessor's exclusive control and management.

16.2 Use of Car Parks

The Lessee's customers and invitees in the Complex may use the Car Park for parking motor vehicles.

16.3 Lessor may charge

The Lessor may charge any person parking in the Car Park a parking fee and may vary the parking fee.

16.4 Employee parking

The Lessee and the Lessee's Employees and Agents do not have the right to park in the Car Park. The Lessor may prevent them from parking and discourage those who are not customers from parking.

16.5 Designated parking

The Lessor may:

- (a) designate areas within the Car Park or elsewhere for any Lessee Worker to park; and
- (b) specify the times when those areas may be used; and
- (c) require the Lessee to give the Lessor, the descriptions and registration numbers of all motor vehicles of any Lessee Worker who uses those designated areas within seven days.

16.6 No trading from Car Park

The Lessee must not use the Car Park for any operation, activity or business.

17. Lessor's Obligations and Rights

17.1 Quiet enjoyment

While the Lessee complies with its obligations under this Lease, it may:

- (a) occupy and use the Premises during the Term without interference by the Lessor; and

- (b) use the Related Areas for the purposes for which they were intended, subject to the Lessor's rights reserved by this Lease.

17.2 Obligations

The Lessor must:

- (a) conduct, manage and operate the Complex in a proper manner; and
- (b) keep the Related Areas clean and in good order; and
- (c) use reasonable endeavours to ensure the Utilities and Services operate during the Core Hours; and
- (d) use reasonable endeavours to ensure the Lessor's plant and equipment in the Building is in good working order; and
- (e) use reasonable endeavours to maintain the Premises in a watertight condition; and
- (f) maintain the Building in a structurally sound condition.

17.3 Rights

- (a) The Lessor may:
 - (i) exclude or remove any person from the Complex; and
 - (ii) restrict access to delivery and pick-up areas, if the Lessor takes reasonable steps (except in emergencies) to minimise interference with the Lessee's Business; and
 - (iii) permit functions, displays, parades, marketing and other activities in the Complex provided that those functions, displays, parades, marketing and other activities do not substantially impede access to or visibility of the Premises; and
 - (iv) install and use a public address system throughout the Related Areas; and
 - (v) change the name or logo of the Complex; and
 - (vi) advertise, publicise and promote the Complex in any way; and
 - (vii) put up advertising or directional signs in or on the Complex; and
 - (viii) grant leases or licences to use any part of the Related Areas provided that those leases or licences do not substantially impede access to or visibility of the Premises or the Lessee's signage on the exterior of the Premises.
- (b) Despite anything else stated in this Lease, the Lessor must not permit or allow any signage, advertisement or other forms or promotion or advertising to be displayed, erected or conducted on the exterior of the Premises. This does not apply to any signage, advertisement or other form of promotion involving the Lessee or the Lessee's Business.

17.4 Lessor's rights to alter Complex

Subject to this Lease the Lessor may extend, alter, renovate or refurbish the Complex or any part of it and:

- (a) erect additional floors above or below any part of the Complex; and

- (b) change the location of the Related Areas or any facilities including mall furniture and planting in them; and
- (c) change the layout, direction, level or position of any premises, malls, walkways, travelators, elevators, escalators or pathways; and
- (d) change the tenancy mix of the Complex or relocate any existing tenants from their current positions in the Complex to other positions in the Complex; and
- (e) construct new parking areas including above and below ground level; and
- (f) vary the size, arrangement, location and direction of the Car Park and vehicular driveways and ramps; and
- (g) construct buildings on the Car Park; and
- (h) temporarily close all or part of the Car Park if the Lessor thinks it is necessary to do so and

in doing these things or carrying out these works, limit access to or close the Related Areas and allow workmen and their machinery on to the Related Areas. The Lessor must take reasonable steps necessary (except in emergencies) to ensure that, in doing the things stated in this clause 17.4, access to the Premises is not materially impeded or visibility of the Premises materially diminished or both.

17.5 Not used

17.6 To enter

The Lessor may enter the Premises at reasonable times on reasonable notice (except in an emergency when no notice is required) to see if the Lessee is complying with its obligations under this Lease or to do anything the Lessor must or may do under this Lease including to carry out repairs and maintenance of Premises and the Lessor's Property.

17.7 Prospective purchasers

At times agreed with the Lessee (both parties acting reasonably) the Lessor may enter the Premises to show prospective purchasers through the Premises.

17.8 Access stopped in an emergency

If the Lessor decides there is an emergency, the Lessor may stop the Lessee and the Lessee's Employees and Agents from entering the Complex at any time.

17.9 To deal with the Land

The Lessor may subdivide (including by strata subdivision) the Complex or grant easements or other rights over it or the Premises unless this would have a substantial adverse effect on the Lessee's Business.

17.10 Lessor may rectify

After giving the Lessee reasonable notice, the Lessor may, at the Lessee's cost, do anything which the Lessee should have done under this Lease but which it has not done or which the Lessor reasonably considers it has not done properly.

17.11 Manager

The Lessor may appoint a Manager or others to exercise any of the Lessor's rights or perform any of its duties under this Lease. Communications from the Lessor override those from the Manager or others to the extent that they are inconsistent.

17.12 Rules

The Lessor may make, change, suspend or revoke Rules, if this does not materially detract from the Lessee's rights under this Lease.

17.13 Head lease

The Lessee must permit any person who has an estate or interest in the Premises superior to or concurrent with the Lessor to exercise the Lessor's rights under this Lease. Any such person must comply with the obligations imposed on the Lessor under this Lease.

17.14 Change of Lessor

If another person becomes entitled to receive the rent payable by the Lessee under this Lease, the Lessor is released from any obligation under this Lease arising after that other person acquires the Lessor's interest in this Lease and the Lessee at the Lessor's cost must enter into such covenants with the other person as the Lessor reasonably requires.

18. Not used

19. Expiry or Termination

19.1 Lessee to vacate

On the earlier of the Expiry Date and the date this Lease is terminated the Lessee must vacate the Premises.

19.2 Removal of Lessee's Property

Unless the Lessor and Lessee have made a written agreement to the contrary, the Lessee must remove from the Premises before the day the Premises must be vacated all of the Lessee's fixtures, fittings and chattels that are not permanently affixed to the Premises brought onto the Premises (**Removal Items**), except if the Lease is terminated by re-entry in which case clause 19.3 applies.

19.3 Removal after re-entry

- (a) If the Lessor terminates this Lease by re-entry, the Lessee must remove the Removal Items within fourteen days after the date of termination of this Lease.
- (b) Any such removal must only occur during hours reasonably approved by the Lessor.

19.4 Make good

The Lessee must immediately make good any damage caused to the Premises or the Complex by the Lessee including by the removal of the Removal Items.

19.5 Not used

19.6 Lessee's Property not removed

If the Lessee does not remove any Removal Items in accordance with this clause 19, the Lessor may treat the Removal Items not removed as abandoned and deal with it in any way it sees fit at the Lessee's expense (including removing the Removal Items not removed, storing it in a public warehouse and disposing of it if the Lessee has not claimed them within seven days after storage commences). If the Lessor sells the Removal Items not removed, the Lessor need not account for the proceeds of sale.

19.7 Lessee's risk

The Lessee's Property is at the Lessee's risk at all times.

19.8 Lessee to return keys

On the day the Lessee must vacate the Premises, the Lessee must give the Lessor the keys, access cards and similar devices for the Complex and the Premises held by the Lessee, the Lessee's Employees and Agents and any other person they have given them to.

19.9 Not used

20. Default

20.1 Lessor's right to terminate

If:

- (a) the Base Rent, Lessee's Contribution or any part of them have not been paid within twenty eight days of written demand being made after their due date for payment; or
- (b) any other moneys payable by the Lessee under the Lease have not been paid within twenty eight days of written demand being made after their due date for payment; or
- (c) the Lessee does not comply with any other obligation under this Lease within a reasonable time after the Lessor gives the Lessee written notice to comply setting out reasonable details of the noncompliance,

then the Lessor may subject to first complying with the requirements of any relevant legislation terminate this Lease by giving the Lessee notice or by re-entry.

20.2 Not used

20.3 Essential obligations

Each obligation of the Lessee to pay money and its obligations under clauses 10, 11, 12, 13 and 14 are essential terms of this Lease. Other obligations under this Lease may also be essential terms.

20.4 Termination

If this Lease is terminated under this clause 20:

- (a) the Lessee indemnifies the Lessor against any liability or loss arising and any cost incurred (whether before or after termination of this Lease) in connection with:
 - (i) the Lessee's breach of this Lease; and

- (ii) the termination of this Lease including the Lessor's loss of the benefit of the Lessee performing its obligations under this Lease from the date of that termination until the Expiry Date; and

(b) the Lessor must take reasonable steps to mitigate its loss.

20.5 Tender of money

Any money tendered by the Lessee and accepted by the Lessor after the termination of this Lease under this clause 20, must be applied firstly on account of rent and other moneys due under this Lease and secondly on account of the Lessor's costs of re-entry.

21. Costs, Charges and Expenses

21.1 Own costs

In connection with this Lease and any document or matter in connection with it, each party must pay promptly for everything it must do.

21.2 Preparation costs

Each party is responsible for its own costs and expenses in connection with the preparation, negotiation and signature of this Lease.

21.3 Duty and registration fees

The Lessee must pay all stamp duty and registration fees (if applicable).

21.4 Not used

21.5 Application and approval costs

The Lessee is responsible for the Lessor's reasonable costs, charges and expenses:

- (a) of obtaining any consents the Lessor must obtain before giving approvals, considering requests for approvals, plans and surveys and exercising rights required under this Lease; and
- (b) of any works carried out by the Lessee, including those incurred in connection with considering, approving and supervising the works.

22. Notices

22.1 Form and Service

A notice, consent or approval:

- (a) must be in writing; and
- (b) where service is to be effected on a corporation the notice, consent or approval must be delivered or sent by ordinary mail or registered mail or by facsimile transmission to the appropriate address specified in Item 16 (as varied by notice) or to the registered office of the corporation or, if service is to be effected on the Lessee, to the Premises; and
- (c) where service is to be effected on an individual the notice, consent or approval must be delivered or sent by ordinary mail or registered mail or by facsimile transmission to the

appropriate address specified in Item 16 (as varied by notice) or, if service is to be effected on the Lessee, to the Premises.

A notice, consent or approval sent by facsimile, is taken to be given on the next business day after it is sent unless the sender is aware that transmission is impaired. A notice, consent or approval sent by ordinary mail is taken to be served, unless the contrary is proved, at the time when by the ordinary course of post, it would be delivered.

22.2 Persons to give notices

A notice, consent or approval to be given by the Lessor under this Lease may be given by any person employed by the Lessor or a Related Body Corporate of the Lessor bearing the title "Manager" or the Lessor's duly appointed attorneys, solicitors or agents.

23. Miscellaneous

23.1 Waiver and variation

A provision of or a right under this Lease may not be waived or varied except in writing signed by the party waiving the provision or right.

23.2 No waiver

If the Lessor:

- (a) accepts rent or other money under this Lease (before or after termination); or
- (b) does not exercise or delays exercising any right under clause 20; or
- (c) gives any concession to the Lessee; or
- (d) accepts delivery of keys; or
- (e) shows prospective tenants through the Premises; or
- (f) attempts to mitigate its loss,

it is not a waiver of any breach or of the Lessor's rights under this Lease. An attempt by the Lessor to mitigate its loss is not a surrender of this Lease.

23.3 Approvals

If this Lease says that approval or consent must be obtained, then

- (a) it must be obtained before the act or thing is done;
- (b) it must be given promptly; and
- (c) it cannot be unreasonably withheld or delayed unless this Lease expressly says otherwise.

23.4 Prior breaches

Expiry or termination of this Lease does not affect any rights in connection with a breach of this Lease before then.

23.5 Not used

23.6 Undertakings

Each party must comply on time with undertakings given by or on behalf of the Lessee in connection with this Lease.

23.7 Counterparts

This Lease may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

23.8 Whole agreement

The Lessor and the Lessee agree that the terms contained in this Lease, implied by statute (unless expressly excluded), and any agreement for lease under which this Lease is entered into comprise the whole agreement between the Lessor and the Lessee.

23.9 Not used

23.10 Severability

If the whole or any part of a provision of this Lease is void, voidable, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this Lease has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

23.11 Exclusion of Statutory Provisions

The covenants, powers and provisions implied in leases by sections 84A, 85 and 86 of the *Conveyancing Act, 1919* do not apply to this Lease.

23.12 No implied covenant

In this Lease words used in any of the forms of words in the first column of part 2 of schedule 4 to the *Conveyancing Act, 1919* do not imply a covenant under section 86 of that Act.

23.13 Not used

23.14 Not used

24. Not used

25. Not used

26. Not used

27. Not used

28. GST

28.1 Definitions and Interpretation

In this clause 28:

- (a) words or expressions which are defined in the GST Law have the same meaning, except where the context suggests otherwise;
- (b) **GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax Act) 1999 (Cth)*;
- (c) any part of a supply which is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) is treated as a separate supply;
- (d) references to GST payable and to input tax credit entitlement include GST payable by, and input tax credit entitlement of, the representative member for a GST group of which the entity is a member; and
- (e) a reference to something done (including a supply made) by a party includes something done by any entity through which that party acts.

All consideration for a supply made under or in connection with this Lease is exclusive of GST, unless specified to be GST inclusive. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 28.

28.2 Passing-on provision

If GST is payable in relation to a supply made under or in connection with this Lease, then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as any other consideration is to be first provided for that supply.

28.3 GST invoice

The Supplier must deliver a tax invoice to the Recipient of the supply no later than the time at which the Recipient is required to provide the consideration for the taxable supply.

28.4 Variation

- (a) Where there is a variation to the consideration provided in relation to a taxable supply for which a GST Amount was paid under clause 28.2:
 - (i) the Supplier will recalculate the amount of the GST Amount properly payable and will provide a corresponding refund or credit to, or will be entitled to receive the amount of the variation of the GST Amount from, the Recipient. The amount paid, refunded or credited is taken to form part of the GST Amount should a subsequent adjustment event occur; and
 - (ii) where the variation is an adjustment event the Supplier must deliver an adjustment note to the Recipient as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.
- (b) Any payment or reimbursement required to be made under this Lease that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.
- (c) This clause 28 does not merge on completion or termination of this Lease.

29. Limitation of Trustee's Liability

29.1 Acknowledgement

In relation to the parties which together comprise the Lessor, the parties:

- (a) acknowledge that:
 - (i) AMP Macquarie Pty Limited enters into this Deed and performs its obligations under it as trustee for the AMP Macquarie Trust; and
 - (ii) AMP Capital Funds Management Limited enters into this Deed and performs its obligations in its respective capacities as responsible entity for the AMP Capital Shopping Centre Fund and as responsible entity for the AMP Capital Diversified Property Fund,

and that the trustee limitation provisions set out in clause 29.3 apply to the entry into and performance by those parties of their obligations under this Lease; and

- (b) acknowledge that the liabilities of those entities under this Lease in respect of the obligations of the Lessor are joint and several.

29.2 Lessor's liability

Each of AMP Macquarie Pty Limited and AMP Capital Funds Management Limited acknowledges in favour of the other that (notwithstanding clause 29.1(b) the liability incurred by the Lessor under this Lease will be borne between them in proportion to their respective ownership interests in the Land (in respect of AMP Capital Funds Management Limited, in the separate capacities described in paragraph clause 29.1(a)(ii)).

29.3 Trustee limitation of liability

- (a) A party to this Lease (a **Trustee Party**) is contracting in its capacity as trustee of a trust or as a responsible entity for a fund (**Relevant Trust**):
 - (i) any liability or obligation of the Trustee Party arising under or in connection with this Lease is limited, and can be enforced against the Trustee Party only, to the extent to which it can be satisfied out of the property of the Relevant Trust out of which the Trustee Party is actually indemnified for the liability under the constitution of the Relevant Trust;
 - (ii) subject to clause 29.3(a)(iii), the limitation on the Trustee Party's liability under this clause 29 applies despite any other provision of this Lease and extends to all liabilities and obligations of the Trustee Party in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Lease; and
 - (iii) the limitation of the Trustee Party's liability under this clause 29 shall not apply to any obligation or liability of the Trustee Party to the extent that it is not satisfied because there is a reduction in the extent of the Trustee Party's indemnification out of the assets of the Relevant Trust as a result of the Trustee Party's fraud, negligence or breach of trust.
- (b) The limitation of liability in this clause 29 shall survive the expiration or termination of this Deed.

30. Not used

31. Not used

32. Not used

33. Lessee's Right to Require an Early Surrender

33.1 Surrender Notice

- (a) The Lessee may at any time give written notice to the Lessor (the **Notice**) requiring the Lessor accept a surrender of this Lease with effect from the date specified in the Notice (**Surrender Date**) provided that the Lessor receives the Notice at least six months prior to the Surrender Date.
- (b) Subject to the Lessee complying with clause 33.1(a), on and with effect from the Surrender Date:
 - (i) the Lessee surrenders the Lessee's interest in the Lease and the Premises to the Lessor; and
 - (ii) the Lessor accepts the surrender from the Lessee.

33.2 Surrender Obligations

- (a) The Lessee must, if required by the Lessor and by a date nominated by the Lessor but in any event no later than the Surrender Date:
 - (i) promptly execute and deliver to the Lessor all documentation reasonably required by the Lessor to give effect to the surrender of the Lease including, if the Lease is registered, a registrable form as required by the Lessor to record the surrender of the Lease; and
 - (ii) do such other acts and things reasonably required to give effect to the surrender of the Lease.
- (b) The Lessee will pay the Lessor's reasonable legal costs in respect of the surrender of the Lease.

33.3 Vacating and making good the Premises

The Lessee must by the Surrender Date:

- (a) vacate the Premises;
- (b) remove all property of the Lessee from the Premises which the Lessee is required by the Lease to remove;
- (c) comply with the provisions of the Lease about the state and condition of the Premises when returning the Premises to the Lessor;
- (d) do all things necessary to remove any charges, security interests or encumbrances relating to the Premises or the Lessee's use and occupation of the Premises; and

- (e) pay all rent and other money due and payable under the Lease in respect of the period up to the Surrender Date.

33.4 Obligations prior to the Surrender Date

- (a) The Lessee and Lessor acknowledge that they must perform all obligations imposed upon them under the Lease (including the clauses 33.2 and 33.3) up to and including the Surrender Date.
- (b) The Surrender is without prejudice to either party's rights against the other in relation to any antecedent breach of the Lease as at the Surrender Date.

33.5 Releases in respect of Lease

- (a) Subject to clause 33.4(a), with effect from the Surrender Date, each party releases the other party from all claims and actions arising under the Lease after the Surrender Date.
- (b) The Lessee further acknowledges and agrees that the Lessee cannot make any claim or make any objection against the Lessor and will not seek any abatement of rent, delay payment or rent or other payment under the Lease or such any other form of compensation due to the surrender of the Lease pursuant to this clause 33.

34. Licence for Car Parks

34.1 Definition

In this clause 34:

- (a) **Parking Use** means the parking of one motor vehicle in each of the Car Parking Bays by the Lessee's employees and contractors; and
- (b) **Car Parking Bays** means 6 car parking bays in that part of the Car Park designated by the Lessor from time to time.

34.2 Lessee's rights

- (a) The Lessor grants to the Lessee and the Lessee takes from the Lessor a non-exclusive licence to use the Car Parking Bays on the terms of this clause 34 during the term of the Lease for Parking Use only.
- (b) The rights granted by this clause 34 are in contract only and do not create any tenancy or other interest in the Car Parking Bays.
- (c) The Lessee must get the Lessor's approval as to the design, colour, size and type of signage erected in the Car Parking Bays.

34.3 Licence Fee

- (a) No licence fee is payable by the Lessee in respect of the Car Parking Bays or their use.
- (b) The Lessor acknowledges and agrees that Lessee is not required to pay the Lessee's Contribution for the Car Parking Bays or their use.

34.4 Lessee's obligations

- (a) The obligations of the Lessee under the Lease apply to the Car Parking Bays as if the Car Parking Bays were part of the Premises.

- (b) The Lessee's use of the Car Parking Bays is at the Lessee's risk.
- (c) Without limiting clause 34.4(a) and (b), the Lessee must:
 - (i) keep and maintain the Car Parking Bays in good condition and clean and tidy;
 - (ii) maintain insurance for the Car Parking Bays; and
 - (iii) indemnify the Lessor,

in the same manner and to the same extent as provided in this Lease as if the Car Parking Bays were part of the Premises.

34.5 No Assignment

The Lessee must not assign the Lessee's rights under this clause 34 and must not encumber, transfer, sub-licence, or otherwise deal with the Car Parking Bays.

34.6 Alternate area

- (a) The Lessor may by notice to the Lessee nominate alternate car parking bays in a comparable location in the Building (as determined by the Lessor (acting reasonably)) which are to be the Car Parking Bays for the purpose of this clause 34 and the date from which the Lessee must start using that car parking bays and cease using the car parking bays previously used.
- (b) Not Used

34.7 Using the car parking bays

- (a) The Lessee must:
 - (i) use the Car Parking Bays only for Parking Use;
 - (ii) not clean, grease, oil, repair, store or wash such motor cars in the Car Parking Bays; and
 - (iii) not place barriers or moveable bollards in the Car Parking Bays.
- (b) The Lessee acknowledges and agrees that the Lessor is not responsible for the security of the Car Parking Bays or monitoring the use of the Car Parking Bays at any time.

Schedule 1 - Rules

Inspiration



Everywhere

Macquarie Centre Information Pack & Centre Rules



Contents

Centre management	02
Management	05
An introduction to the owner – amp capital	06
Staff parking	07
Customer service	09
Building maintenance	12
Lease obligations	13
Emergency management	14
Tenancy works	18
Loading docks and goods delivery	20
Security	22
Marketing	23
Gift card system	25
Bars	26

Centre Management

Centre Management, Security and Cleaning: 02 9887 0800

Please contact staff on the Centre Management number before contacting mobile numbers.

Management

Kristina Carlsson Centre Manager
0422 441 935 kristina.carlsson@ampcapital.com

Mat Erwin Assistant Centre Manager
0407 703 314 mat.erwin@ampcapital.com

Jonathan Forsyth Retail Manager
0423 126 231 jonathan.forsyth@ampcapital.com

Marketing

Gabrielle Salter Senior Marketing Manager
0421 810 293 gabrielle.salter@ampcapital.com

Rio Nassar Marketing Manager
0427 319 326 rio.nassar@ampcapital.com

Jennifer Ralph Retail Marketing Manager
0405 652 784 jennifer.ralph@ampcapital.com

Georgia Redhill Marketing Assistant
0400 488 683 georgia.redhill@ampcapital.com

Kaitlin Moylan Management/Marketing Co-ordinator
0404 511 023 kaitlin.moylan@ampcapital.com

Operations

Mark Smithers 0408 554 932	Operations Manager mark.smithers@ampcapital.com
Juan Chan 0478 300 618	Assistant Operations Manager juan.chan@ampcapital.com
Daniel Ritchie 0434 367 984	Facilities Manager daniel.ritchie@ampcapital.com
Nathan Whittle 0498 999 036	Operations Delivery Co-ordinator nathan.whittle@ampcapital.com
Poppy Psaltis 0422 757 126	Operations Co-Ordinator poppy.psaltis@ampcapital.com
Simone Gaston 02 9887 0864	Operations Administrator simone.gaston@ampcapital.com
Linden Davidson 0412 343 806	Quality Manager (Customer Services) linden.davidson@ampcapital.com

Administration & Finance

Ross Graves 02 9887 0800	Senior Finance Manager ross.graves@ampcapital.com
Audrie Mukti 02 9887 0800	Accounts Receivable audrie.mukti@ampcapital.com
Joanne Viray 02 9887 0800	Accounts Administrator joanne.viray@ampcapital.com

Leasing

Please contact Centre Management on 02 9887 0800

Brand & Retail Solutions

Courtney Ross 0433 487 241	Divisional Brand & Retail Solutions Manager courtney.ross@ampcapital.com
Kirstie Ball 0466 744 515	Brand & Retail Solutions Executive kirstie.ball@ampcapital.com
Claudia Ferris 0466 381 483	NSW Brand & Retail Solutions Co-Ordinator claudia.ferris@ampcapital.com

Concierge Services

02 9887 0820

Valet

02 9887 0827

Management

It is with great pleasure that we welcome you to Macquarie Centre.

We are pleased to have you join our team, we hope that your new business is rewarding for both you and your staff. To help get you started, this pack provides you with information regarding the centre and its operations and procedures.

This package contains most of the details you need and we recommend that you take the time to review all documents. If you would like to further discuss any of this information, please feel free to contact Centre Management with any queries you may have.

Meanwhile, happy trading from all of us in Centre Management. We look forward to a mutually rewarding relationship with your business.

Yours sincerely,

The Centre Management Team
Macquarie Centre

Centre Trading Hours

Monday, Tuesday, Wednesday & Friday	9:30am – 6:00pm
Thursday	9:30am – 9:00pm
Saturday	9:00am – 6:00pm
Sunday	10:00am – 6:00pm

Contact Details:

Lessees are required to provide centre management with the following list of contacts and appropriate contact details including mobile and email.

1. Store/manager contact – second in charge also recommended
2. After hours contact – two contacts required
3. Marketing contact
4. Regional/head office contact
5. Accounts contact
6. Operations/FM contact
7. Franchisee contact – if applicable

If in need of contact forms please contact centre management and they will be provided.

An introduction to the owner – AMP Capital

AMP Capital

AMP Capital Shopping Centres is a specialised team of experts within AMP Capital Property. With more than 50 years of real estate investment experience, AMP Capital has provided insight and investment expertise to clients through all market cycles, supporting them in every environment. Today, AMP Capital manages \$21.7billion in direct real estate assets on behalf of institutional and retail clients.

Increasingly, delivering superior returns to our clients involves looking beyond traditional techniques to a new generation of investment portfolios. AMP Capital uses investment expertise, extensive global networks and a strong reputation to develop specialist investment opportunities for clients. Specialist investment teams operate across domestic shares, fixed income and credit, listed and direct property and infrastructure.

By leveraging the expertise of these teams, and combining capabilities, new ways of producing attractive returns are created. AMP Capital also collaborates with like-minded investment specialists around the world, leveraging joint expertise to create new investment opportunities.

Underpinning these capabilities are the people of AMP Capital. We seek to attract the best people, invest in their ongoing professional development, and ensure their interests are clearly aligned with those of our clients.

AMP Capital Shopping Centres

AMP Capital Shopping Centres combines world-class experience and specialist capabilities with a deep understanding of local Australian property markets. Supported by the strength of AMP Capital and the experience of the AMP Group, AMP Capital Shopping Centres is uniquely positioned to provide premium property management services to some of Australia's and New Zealand's most successful and high-performing retail centres including Macquarie Centre (NSW), Pacific Fair Shopping Centre (QLD), Botany Town Centre (NZ), Garden City Shopping Centre (WA) and Karrinyup Shopping Centre (WA).

Established in 1971, AMP Capital Shopping Centres has a portfolio comprising 27 centres throughout Australia and New Zealand, which generates more than A\$7.9billion in annual sales and attracts over 158million visitations annually. AMP Capital Shopping Centres employs over 300 people and has over 3,500 individual retailer relationships. Our expertise includes property and asset management, property development, leasing, finance and operations, marketing and retail design. All of which is focused on creating one ultimate aim – to create inspiring shopping centre experiences for all stakeholders.

Staff parking

In order to ensure we are able to offer as many available parking spaces for our shoppers as possible, Macquarie Centre staff parking is limited. For staff working at Macquarie Centre there are a number of alternative transport arrangements available to staff as well as off street parking in the surrounding streets.

Macquarie Centre Staff Parking:

Staff who cannot use alternative travel arrangements can apply for a centre staff parking card by filling out an application and returning it to Centre Management. Please note that the application is required to be endorsed by the store/restaurant manager and upfront cash payment for the access card which is only partially refundable on return are required before application can be accepted.

Staff Carpark Cards – Quick Facts

Card deposit: 20 (\$10 refunded when card returned in good condition)

Parking Rate: \$10 per entry

Staff must park in designated Staff Parking areas

No staff parking without a staff parking card

Staff parking may be excluded during peak trading periods eg: Christmas trading period

The current daily staff car parking rate is applicable for staff parking – one entry and one exit (single use per day). Rates are subject to change at the discretion of AMP Capital/Macquarie Centre and where a rate change is applied all retail stores (not individual users) will receive appropriate notification.

Macquarie Centre Car Park Terms and Conditions apply to Staff Parking – Terms and Conditions are posted at all car park entry points.

Macquarie Centre Staff parking is located on Purple and Rooftop above Black level car park. Directional signs are installed throughout the car park. The users account/credit balance can be managed via any of the centre's car park auto pay machines which also have a call point directly to the Car Park Operators Office for assistance.

Please note authorised staff parking vehicle details and names are recorded and entered into the centre's licence plate recognition database to ensure those vehicles are recognised as staff vehicles.

Authorised staff parking users must park in the staff car park or as directed by Macquarie Centre or its car park operators. Staff parking anywhere else in the car park, loading docks or staff who are not authorised will be charged the full car park rates as indicated at the car park entries and auto pay machines.



Please note that during the busy Christmas trading period, the centre may exclude staff parking to improve the availability of parking for shoppers.

The vehicle owner is responsible for securing their vehicle in accordance with the car park terms and conditions, which are displayed at car park entrances.

For staff who feel uneasy returning to their vehicle after-hours, they can contact security control 02 9887 0822 to arrange an escort to their vehicle. Security control operates 24/7.

Important Note:

Macquarie Centre does not offer casual staff parking. All staff parking must be via use of a staff parking card – and all retail staff parking onsite must park in designated staff parking areas. Casual staff who do not hold a staff parking card will be liable for standard parking rate.

Customer service

Macquarie Centre is one of Australia's leading shopping centres. Our reputation in the community is only achieved through the highest standards of customer service.

We value our customers – understanding that their positive engagement and connection to us is central to everything we do.

The foundation of our customer service style is that we consistently provide the highest standards of hospitality, personal value and engagement with each customer interaction. Every customer is individually valued and afforded the highest standards of respect, regard and integrity.

This is the Macquarie Centre Service Promise.

This is an elevated standard of conduct: truly premium and always professional. It extends from the warm and generous welcome we offer our customers – to ensuring their individual care, security, comfort and well-being is central to all action, decisions and intent.

Concierge Desk

There is one Concierge Desk - located on Level 3, Fashion Galleria.

Our Concierge team assist customers with general enquiries and also support a number of services and facilities. These include:

- Centre Directions
- ShopMobility (motorised scooters and wheelchairs)
- Strollers
- Lost property
- Macquarie Centre Gift cards

Concierge – and Concierge Services - are available:

- | | |
|-----------------------------------|---------------|
| • Monday/Tuesday/Wednesday/Friday | 09:00 – 18:00 |
| • Thursday | 09:00 – 21:00 |
| • Saturday | 08:30 – 18:00 |
| • Sunday | 09:30 – 18:00 |

The Concierge team can be contacted on 02 9887 0820.

Shopmobility

Macquarie Centre offers customers who may experience limited mobility the convenience of loan mobility scooters and wheelchairs.

This loan mobility equipment can be booked via Concierge and is very popular – we recommend customers book a scooter or wheelchair prior to arriving to the centre.

Bookings can be made by calling Concierge on 02 9887 0820.

Strollers

Macquarie Centre also offers customers with young children loan strollers.

This equipment can also be booked via Concierge and – again - we recommend customers book prior to arriving to the centre.

Bookings and enquiries can be made by calling the Concierge Team on 02 9887 0820.

Valet Parking

Along with Concierge, Macquarie Centre also offers customers the convenience of Valet Parking.

The Macquarie Centre Valet Parking Lounge is located on the Blue Level Car Park (Level 1U) – with best entry off Talavera Road.

Valet Parking offers customers the most convenient and seamless parking experience at Macquarie Centre. Customers simply leave their car keys with our friendly Valet team and we park their car for them.

Valet Parking costs \$10.00 – however additional parking fees apply after three (3) hours.

Valet Parking is available:

- | | |
|-----------------------------------|---------------|
| • Monday/Tuesday/Wednesday/Friday | 09:00 – 18:00 |
| • Thursday | 09:00 – 21:00 |
| • Saturday | 08:30 – 18:00 |
| • Sunday | 09:30 – 18:00 |

The Valet team can be contacted on 02 9887 0827.

Seamless Shopping

Customers using Valet can also take advantage of our Seamless Shopping service. Customers taking advantage of Seamless Shopping simply advise any retailer that they are parked in Valet, and our Valet team will collect their shopping and ensure it is delivered to their car.

Seamless shopping costs \$10.00 over and above the Valet Parking fee.

To request Seamless Shopping for your customer simply call:

- Valet 02 9887 0827, or
- Concierge 02 9887 0820

Public Transport

Bus services arrive and depart from the bus interchange located on Herring Road. Taxis are also available via a dedicated taxi rank on Herring Road.

More information about bus services and timetables can be found: <http://www.transportsw.info>

Disabled Parking

Designated parking bays for disabled persons are located adjacent to all mall entries in all car parks.

Please note that parking is monitored by the Ryde Council and the Macquarie Centre car park manager, Wilson Parking, and fines apply if found to be using disabled parking incorrectly.

Lost and Found

To provide the best chance of found items being returned to their owner, please hand any lost property to the Concierge desk located on Level 3 of Fashion Galleria.

If the name and contact details of the owner are available, they will be contacted by the Concierge Team.

Otherwise the name of the finder and the location the item was found is retained and the item is recorded in our Lost and Found register. All found property is stored securely in Macquarie Centre. High value items and cash are reported and logged with Security.

Found property can be collected from the Concierge Desk. Items are usually held for three months and if they are not collected within this time, they are donated to a local charity, depending on the item.

If a customer advises they have lost property, please direct them to Concierge – who will take details and confirm whether or not a reported item has been found.

Lost Persons

Report lost or found persons to Security Control on 02 9887 0822. Centre Management does not make announcements via the PA system in case of missing people.

Parents' Rooms

Parents' rooms are located in the following locations:

- Level 1: adjacent Price Attack and KidStuff
- Level 2: Fashion Galleria – adjacent to Prestige Alterations
- Level 2 Upper: Main Food Court
- Level 3: adjacent to Adairs
- Level 3: Fresh Food Market – adjacent to Habitania

Customer Car Park

Customers are provided 4,900 spaces in the centre. Parking rates are advertised on all entries to the carpark. Please note that the centre has a licence plate recognition system. Any customer who exits and then re-enters the carpark within an hour will have the total time they have been in the carpark used as the basis for calculating the parking rate.

Building maintenance

AMP Capital and Macquarie Centre utilises a Property Assistance Centre (Property Assist) for the benefit of its tenants and to assist in diagnosing and rectifying building issues associated with safety, environment and building services.

Property Assist is an online work request system supported by a 24/7 call centre that can direct your enquiry and assist in the prompt management of building issues. Property Assist has the backing of an extensive management framework and contractor database to attend to issues associated with safety, environment and building services.

In the event that the request is deemed to be a tenant/owner responsibility, you will be advised accordingly, and if you elect to continue with the work, the response and rectification costs will be passed on for payment.

To ensure that you benefit from the Property Assistance Centre, visit www.ampcapital-propertyassist.com, enter the Building Code MQRUE and submit the required registration information.



You will be advised by email of your unique login details when your access has been approved. Once approval has been received, you will be able to log in using your email address and password.

If you require assistance in setting up web access or logging a job to the Assistance Centre, please contact the Property Assistance Centre on 1300 267 272.

FOR 24/7 EMERGENCY ASSISTANCE PLEASE CONTACT THE CENTRE SECURITY CONTROL ROOM ON 02 9887 0822

Lease obligations

Lease Lines

Retailers must at all times, stay behind the lease line of their tenancy unless they have received written approval from Centre Management. Security staff and Centre Management staff have been instructed to move all items placed beyond lease lines back into stores.

Rubbish

Please dispose of your rubbish in the compactors or open top bins situated in each loading dock. Under no circumstances should rubbish from individual stores be placed in the Centre's 'common area' or 'common area' bins.

The compactors are designed with safety in mind and have various safety features built into the unit. Shop fittings are not considered regular rubbish and need to be disposed of by the store staff or contractors. Centre Management can assist with your needs by providing contact details of Centre waste services for you to engage in these circumstances. Please contact the Macquarie Centre Operations

Department during business hours on 02 9887 0800.

Signage

Signage which is hand written, dirty, damaged, written on sub-standard material, or not in the same 'style' as your store image, is not permitted by Centre Management.

No signs, fascia placards, posters, stickers, banners, flags, sign writing or any other form of advertising material is to be placed, adhered or painted onto either the shopfront or glass windows of your store without the approval of Centre Management.

Sandwich boards, 'A' boards, pull-up banners or any other form of display boards are strictly forbidden from anywhere within the centre other than inside your own shop unless the permission of Centre Management has been obtained.

Shopfront

Retailers must ensure that their shopfront area is clean and well kept. These areas should be regularly checked to ensure the site is presentable and safe for all customers and employees. This includes but is not limited to window fronts, entrances and areas that border the tenancy lease line.

Donations

No Organisations are permitted to hold any function or solicit any donations within the Centre without first obtaining written approval from Centre Management.

Smoking

The Lessee shall not, nor shall the Lessee permit the Lessee's employees and agents to smoke any form of tobacco or any other similar substance in the common areas within the building including malls, corridors, toilets and loading docks.

Emergency management

The following information outlines various procedures in place to manage incidents or emergency situations.

All staff should be aware of the site evacuation assembly points noted on the Emergency Evacuation diagrams located around the centre and in each tenancy's own emergency response procedures.

Each retailer is responsible for having their own Emergency Management Plan and for ensuring staff are trained to respond appropriately to any incidents or emergencies.

Emergency Management Team

All Centre Management, Security, Concierge, Cleaning, Maintenance and Car Park team members are members of the Emergency Management Team and regularly undergo training on various emergency scenarios.

In the event of an emergency, members of the Emergency Management Team will be assigned as Team Leaders and Team Members and can be identified by Yellow and Red soft caps and reflective vests (see below).

Retailer staff should implement their own emergency procedures and follow instructions from the Emergency Management Team Member's/Announcements.



Announcements, Alert and Evacuation Tones

Depending on the emergency you may hear public announcements and Alert or Evacuation Tones throughout the Centre. The occupant warning system installed throughout Macquarie Centre may automatically activate, retailers should all be aware of the tones and follow instructions from the system as appropriate.

There are two distinct tones that can be heard, which all occupants must act upon:

1. Alert Tone – This is a sound similar to a telephone busy signal (beep beep beep). All occupants in the area if this tone is heard must check their immediate area for signs of danger, raise the alarm to the Emergency Management Team in the event there is an issue in your area and remove yourself and others from the danger area. In the event that there is no danger, all other retailers should prepare to evacuate and await further instructions from the Emergency Management Team or escalation of the tones to the Evacuation tone.
2. Evacuation Tone – This tone is a higher pitched sound (whoop whoop whoop). All occupants in the area this tone is heard must evacuate immediately. Retailers should direct any customers to the nearest safe exit and make their way to report to the Emergency Management Team at the Emergency Assembly Area.

Macquarie Centre has installed a system and policy and procedures that allow for a "double knock" cascading alarm scenario where retailers and customer may not hear either an Alert Tone or an Evacuation Tone in the initial stages. Attendance of Emergency Management Team first responders (usually security) and Fire & Rescue NSW Officers could occur without the alarms being activated so long as scenario conditions are met - this does not mean that the Warning System is not working.

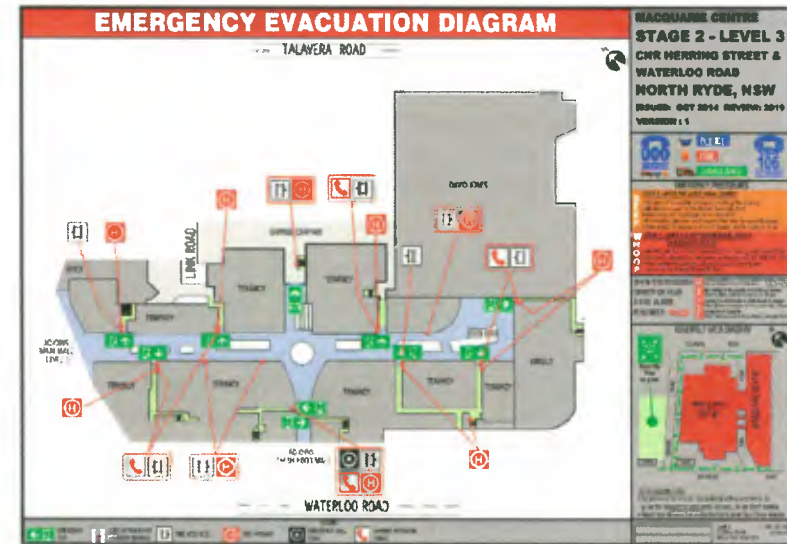
All staff must follow instructions from the Emergency Management Team at all times.

Fire Exits, Warden Intercom Phones, Fire Extinguishers and Hose Reels

It is important for all staff to be familiar with the centre's fire exit, WIP, fire extinguisher and hose reels, which can be found by referring to the Emergency Evacuation diagrams located around the centre.

Assembly Area

The Macquarie Centre Emergency Assembly Area can be located on the Emergency Evacuation Diagram's posted throughout the Centre (sample below):



This area is attended by Emergency Management Team Members in the event of a Centre Evacuation. All retailers should attend this area when ordered by it via the Evacuation Tone and/or instruction.

Centre Emergency Management Team do not attend other retailer arranged assembly areas, therefore it is very important that you are represented at the Centre's Emergency Assembly Area as this is where the Centre can pass on updates and information as required.

In the event the Chief Warden elects to use a different or secondary Emergency Assembly Area the Emergency Management Team will communicate via Team Members any announcements at the time of the evacuation.

First Aid

Should you witness an accident within the centre, outside or close by your store, please contact Security Control, who are trained First Aid officers, on 02 9887 0822 immediately and ensure that every care is taken until they arrive on the scene to administer First Aid.

Ensure Security is informed of all and any incidents that occur within the Centre's boundaries, regardless of whether or not the customer is injured or requires medical assistance.

In the event you have called 000 for ambulance assistance please ensure you still contact Centre Security on 02 9887 0822. They will still attend to provide first aid assistance but also make arrangements to meet the attending ambulance and bring them to your location.

There are defibrillators located throughout Macquarie Centre including public access units. It is recommended that retailers conduct a 'walk-through' of the centre as part of their emergency management planning and note the location of the nearest defibrillator. Security Control also has a deployable unit which can be accessed 24/7 and Concierge services also have a unit that can be accessed during core trade hours.

Fire Procedures

Retailers have responsibilities defined by standards and regulations which include the requirement to develop and maintain an evacuation plan for their tenancy.

Should retailers not have the knowledge or resources to correctly achieve compliance with the regulation, they can engage directly with the same service provider AMP utilises at Macquarie Centre.

This service provider is familiar with the property and is happy to assist:

TJS Fire & Safety Services Dean Broadwood

1800 857 347

In addition Macquarie Centre holds 2 Retailer Warden Information Sessions per year in which key staff & managers should attend. The sessions are out of core trade hours and last for approximately one hour, Centre Management send invites and reminder notices close to the session dates.

Bomb Threats

Any bomb threat should be taken seriously and staff trained with how to deal with such threats. Should you receive a threat, contact the Police immediately and then inform Security Control. Complete a bomb threat checklist as quickly as possible while your mind is still fresh with the call.

For any bomb threat received via telephone be sure not to hang up the phone after the call as the line may be able to assist police via tracing.

Tenancy works

AMP Capital, as an owner, manager and lessor (landlord) of Property has a statutory duty to ensure, so far as is reasonably practicable, the health and safety of all persons working within AMP Capital properties.

Tenants of AMP Capital also have a concurrent statutory duty to ensure, so far as is reasonably practicable, the health and safety of all persons working within their leased premises, including persons engaged to conduct building related works.

Access

Centre Management must be informed of any tenancy works where contractors are required to work in, access, or plan to affect in any way, base building areas, common areas and/or any other area under the control of AMP Capital. An Access Request Form (which is available by contacting Centre Management) is required to be filled in and returned to Centre Management along with valid copies of your contractors Work Cover and Public Liability Insurance Certificates of Currency. These documents must be supplied to Centre Management at least one full business day prior to works taking place. In addition to this, the contractors must be inducted at our Security Office (see induction guidelines below).

Contractors that are engaged directly by the tenant and are working solely within the boundaries of the leased premises are to be managed and inducted by the tenant. It is the tenant's responsibility to ensure the persons they engage to conduct tenancy related works are suitably insured, qualified, competent and experienced in carrying out the intended works. Access Request Forms are not required to be submitted to Centre Management for these works.

Inductions

All workers/contractors to be inducted must have an OHS white card and photo ID. Inductions take approximately 15 minutes and are carried out at Security. No appointment is required however **no inductions can be completed between 4.45 pm and 7.00 pm daily.**

Hours of Work

Contractors may carry out works 24/7, however, invasive (e.g. noisy, smelly, dusty, impedes on the common area) works will need to be completed outside trading hours (pending location within the centre and neighbouring tenancies).

Invasive works that could impact the Centre's neighbouring residents may require approval from the Ryde City Council via the submission of an 'Application to carry out work outside normal hours'. For guidance and application information, contact the Ryde City Council.

If in doubt as to the works and its impact please contact the Centre Management Operations Team during business hours on 02 9887 0800.

Signing in and out

Contractors who need to work in, access, or plan to affect in any way, base building areas, common areas and/or any other area under the control of AMP Capital are required to sign in at Security Control located on level 1 each time they attend the site at the start and again on completion of works.

Permits to Work

Permits to work must be obtained from Security Control prior to undertaking any activities in the retail store that may involve:

- **Work likely to affect any fire detection/protection systems (i.e. smoke detectors, sprinklers etc.)**
Please note failure to do so could result in Fire Brigade attendance charges payable by the store.
- Hot work conducted outside any designated hot work area
- Confined space entry
- Excavation work
- Other works identified by Centre Management

Alterations/modifications – Premises

It is a requirement of the lease that any works proposed for your premises, regardless of size, are lodged in writing with Centre Management. Please contact the Retail Design Manager by calling the Centre Management office during business hours on 02 9887 0800 to discuss.

Loading docks and goods delivery

Please note the following requirements regarding the use of the loading docks and receiving of goods:

1. Centre Management and our representatives will not sign for, nor receive any deliveries on behalf of retailers.
2. Private vehicles cannot be parked in the loading docks. If they are to be used to deliver goods, they may unload, then immediately be removed from the loading dock area.
3. When receiving goods, always advise your delivery company to deliver through the loading dock most conveniently located to your store. Security Control will be able to provide the best option for your tenancy.
4. Couriers must not have trolleys loaded any higher than 1,400mm (1.4m) and must use goods lifts and service corridors to access the centre.
5. No smoking by employees, lessees, or contractors on any docks.
6. No deliveries can be made via the customer escalators and lifts – goods lift only.
7. No deliveries to be left in service corridors or unattended in common malls.
8. No shopping trolleys to be used for deliveries – contractors must use their own trolleys or trolleys provided by the store. Any damage caused to Macquarie Centre property by delivery trolleys will be charged back to the retailer.
9. No deliveries using pallet jacks are to be made through the common areas during operating hours.

Dock Locations

Reference	Entry Road	Exit Road	Height Clearance
L1	Access via Link Rd	Exit via Talavera Rd	4.2
L2	Access via Link Rd	Exit via Talavera Rd	4.3
L3	Access via Link Rd	Exit via Talavera Rd	3.6
L4	Access via Link Rd	Exit via Talavera Rd	3.8
T1	Access via Talavera Rd	Exit via Talavera Rd	3.8
T2	Access via Talavera Rd	Exit via Talavera Rd	3.8
T3	Access via Talavera Rd	Exit via Talavera Rd or Waterloo Rd	4.1
T4	Access via Talavera Rd	Exit via Waterloo Rd	3.8
T5	Access via Talavera Rd	Exit via Waterloo Rd	4.1
T6	Access via Talavera Rd	Exit via Waterloo Rd	4.0
H1	Access via Herring Rd	Exit via Herring Rd	5
H2	Access via Herring Rd	Exit via Herring Rd	5.2
W1	Access via Waterloo Rd	Exit via Waterloo or Talavera Rd	4.5
W2	Access via Waterloo Rd	Access via Waterloo Rd	4.4
W3	Access via Waterloo Rd	Access via Waterloo Rd	4.4
W4	Access via Waterloo Rd	Access via Waterloo Rd	4.2
W5	Access via Waterloo Rd	Access via Waterloo Rd	4.2

Security

Macquarie Centre Security Control Room is located Level 1 (opposite the ice rink entry), and is manned 24/7 and retailers can contact by calling 02 9887 0822.

Centre Lock up

Due to the extended trading hours of some of the major retailers, the centre common area is accessible outside core trading hours. The centre is secured overnight with perimeter gates and doors and is monitored 24/7 via CCTV and Access Control systems.

The centre is fully secured outside the hours below:

Monday	6am – 12 midnight
Tuesday	6am – 12 midnight
Wednesday	6am – 12 midnight
Thursday	6am – 12 midnight
Friday	6am – 12 midnight
Saturday	6am – 12 midnight
Sunday	6am – 12 midnight

After-Hours Tenancy Access

For emergency management purposes and to ensure the site is appropriately secured, Security Control must be informed of any tenancy access required during the lock up period. This includes, but is not limited to, activities such as store stocktakes, VIP trading, training and additional late trade.

Approved access outside these hours will require the submission of an After-Hours Access Request form. This form is available from Macquarie Centre reception on level 1 and must be completed and issued for approval at least 48 hours prior to access.

The after-hours request may require special conditions, which will be addressed at the time of submission. Special conditions may include security and/or cleaning services, air conditioning or vertical transport to be operational. Charges may apply.

Marketing

Advertising

Our Marketing team is happy to provide advice on the most effective media usage for your store when considering advertising. Contact a member of the marketing team to discuss your requirements.

Promotional Activity

Promotional activity is a valuable way to generate store sales. Without your personal involvement and participation, the centre becomes just another collection of shops. However, with your co-operation and backup of your staff, the considerable presence of the centre takes on a whole other meaning. We invite you to take advantage of the centre's promotions and advertising calendar. A Macquarie Centre marketing calendar is available from Centre Management and lists all planned marketing activities for the centre for the year.

See how you can get involved with centre promotions - keep your head office informed and tell them how you wish to tie in with any centre activities.

Major promotional and advertising periods fall at Christmas, Easter, Mother's Day, Father's Day, school holidays, sale periods and at the change of fashion seasons. In planning your in-store promotions or advertising, keep in mind these peak periods and how your store can be involved in the activity surrounding these periods.

Always consider the relevance of a promotional idea and how it can result in sales. As a general rule, stores that promote the specific objectives in mind, continue to move merchandise and to draw customers into their store.

Social Media and Digital Platforms

Macquarie Centre has a robust social media strategy that includes Facebook and Instagram. Retailers may email promotional information and campaign images to macquarie.marketing@ampcapital.com for inclusion in the online media schedule, where possible. Not all retailer campaigns can be included.

Retailers may also provide information for our regular Electronic Direct Marketing newsletter that is emailed to approximately 18,000 customers.

- Facebook: @MacquarieCentre
- Instagram: @MacquarieCentre

Advertising

Our Marketing team is happy to provide advice on the most effective media usage for your store when considering advertising. Contact a member of the marketing team to discuss your requirements.

Store Housekeeping

- Retailers should always maintain high standards in store presentation.
- Keep your premises, shopfront, signs and glass spotlessly clean. Do not stockpile boxes; always dispose of them in the bins provided.
- Stock should not be placed within one metre of a fire sprinkler.
- Always unpack stock as soon as possible rather than having large unsightly boxes lying in your store. Under Workplace Health and Safety obligations, you are required to provide a safe place of work for your employees and customers.
- Do not put your shelves or clothes racks in the store entrance in order to entice patronage. It simply makes it more difficult for people to walk into your store.

Visual Merchandising / Display

Every so often stand in the mall and look at your store. Ask yourself, "would I walk into a store that looks like this?" Whether your answer is a positive or negative one, ask yourself again how you could improve the presentation.

There are many ways in which we can assist you to market your products and increase store traffic. Please contact the Marketing team at any time to discuss an idea or a specific way in which we can assist.

In order to assist you with your marketing needs, we need to be updated on new happenings. If you have special events, special offers, a sale, or new products/services, please let us know, so that we can think of ways to help you increase interest in the activity.

Gift card system

Macquarie Centre gift cards provide a valuable channel for customers to purchase from your store. They are sold from the Concierge Desk located on Level 3 Fashion Galleria.

Customers can also purchase gift cards online via our website at www.macquariecentre.com.au.

Gift cards are available in any denomination from \$10.00 to \$999.99. There is a one-off \$1.50 fee per card purchased, which covers the cost of the card and the cost of the card being issued and redeemed through the EFTPOS system.

Macquarie Centre gift cards are valid for 12 months from the date of issue. Redeeming a gift card at your store is simple and is completed in the same way as an EFTPOS savings card.

For assistance with any Macquarie Centre gift card, please contact the Concierge Team on 02 9887 0820.

Purchasing Goods with a Gift Card



The following process should be used:

1. Ask the customer for the balance on their gift card to ensure they have sufficient funds
2. Enter the 'Purchase Amount'
3. Swipe the card through the EFTPOS machine when prompted
4. Select 'Savings Account'
5. Enter the PIN on the back of the card and press 'OK'
6. The validation service will approve or decline the gift card transaction
7. Print the 'customer receipt' for the customer
8. Print the merchant copy of the receipt

Macquarie Centre Gift Cards can only be processed real time. Do not use Manual 'click clack' machines or Fallback processing if the EFTPOS facility is in downtime. If you use manual or fallback processing, your store will be liable for an Invalid Redemption.

General Eftpos Response Codes when Redeeming Gift Cards

00	Approve	Approved or completed successfully
51	Decline	Insufficient funds. You have tried to redeem more than available balance. Check balance and try again
52	Decline	No cheque account. Macquarie Centre cards are redeemed from the savings account only
54	Decline	Card has expired
55	Decline	Incorrect PIN was used. Check the back of the card and try again
57	Decline	Transaction not permitted to cardholder. Check you are selecting savings account
58	Decline	Transaction not permitted to terminal. Contact your merchant services to ask why terminal is declining the card

BARS

Brand and Retail Solutions (BARS) at Macquarie Centre gives you the unique opportunity to promote, display and sell your product in various locations throughout the centre and give you exposure to additional prospective purchasers and shoppers.

The Brand and Retail Solutions team can provide opportunities for retailers to build brand awareness, re-launch a store fit-out, and ultimately increase sales of your products or services.

Platforms include but are not limited to common area space, experiential marketing, banners, decals (which include lifts, escalators, floor and doors), print and digital advertising.

For further information about short-term leasing please contact the Brand and Retail Solutions Executive at Centre Management during business hours.

Inspiration

Everywhere

Planning Agreement

Schedule 6 - Notification and rectification of breach

1 Notice of breach

1.1 Party's Response to Notice

- (a) Promptly upon receipt of a notice under clause 8, the Notified Party must either:
- (i) rectify the breach identified in that notice within the time period specified in that notice; or
 - (ii) notify the Notifying Party in writing that it does not agree that the breach identified in that notice has occurred, and refer the matter for dispute resolution in accordance with Schedule 7.
- (b) In the absence of a manifest error on the face of the notice, nothing in clause 1.1(ii) of this Schedule 6 will constrain or limit the Notifying Party's rights of recourse under this Deed.

1.2 Rights of the Council after Giving Notice

- (a) This clause 1.2 of this Schedule 6 applies where Council is the Notifying Party.
- (b) If:
- (i) the Developer does not take either of the actions outlined in clause 1.1(a) of this Schedule 6; or
 - (ii) any dispute notified by the Developer is resolved in favour of the Council,
- then the Council may take any or all of the actions available to it under this Deed including:
- (iii) calling on the applicable security under Schedule 10;
 - (iv) issuing a notice to the Developer which:
 - (A) identifies the nature of the breach; and
 - (B) specifies that the breach must be rectified by the Developer within a reasonable period of time which must not be less than 20 Business Days (except in the case of an emergency or where there is an issue of public safety where less time may be specified) of Council's notice,

and the provisions of clauses 1.1 and 1.2 of this Schedule 6 will apply in respect of that notice (with the necessary changes having been made) and if the Developer does not take either of the actions outlined in clause 1.1(a) of this Schedule 6 then Council may have recourse against the Developer in relation to the breach.

- (c) The rights of Council under this Deed, and any action taken by it as referred to in this clause 1.2 of this Schedule 6 or otherwise, are without derogation from the other rights and remedies available to the Council under this Deed, at law and in equity in relation to any default of the Developer.

Planning Agreement

Schedule 7 - Dispute Resolution

1 Dispute Resolution

1.1 Not commence

A Party must not commence any Court proceedings relating to a dispute unless it complies with the provisions of this Schedule 7.

1.2 Written notice of dispute

A Party claiming that a dispute has arisen under or in relation to this Deed must give written notice to the other Party specifying the nature of the dispute.

1.3 Attempt to resolve

On receipt of notice under clause 1.2 of this Schedule 7, the Parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

1.4 Mediation

If the Parties do not agree within 10 Business Days of receipt of notice under clause 1.3 of this Schedule 7 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of NSW. The Parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

1.5 Expert evaluation generally

- (a) If the Parties agree under clause 1.3 of this Schedule 7 that expert evaluation is the appropriate dispute resolution technique, expert evaluation must be carried out in accordance with this clause 1.5 of this Schedule 7.
- (b) Where the Parties are not able to agree on an appropriate expert, the expert is to be appointed by the President of the appropriate institute or association.
- (c) If the Parties cannot agree on which institute or association is appropriate in the circumstances (within the same 10 Business Days), either Party may refer the selection of the institute or association to the President of the Bar Association of New South Wales to select the most appropriate institute or association.
- (d) The institutes or associations from which the expert may be appointed are:

- (i) if an architect: the Royal Australian Institute of Architects, New South Wales Chapter;
 - (ii) if an engineer: Engineers Australia,
 - (iii) if a valuer: the Australian Property Institute Incorporated ARBN 007 505 866, New South Wales Division;
 - (iv) if an expert in decontamination: Engineers Australia - Environmental College
 - (v) if an expert in insurance: the Australian and New Zealand Institute of Insurance and Finance, New South Wales Branch;
 - (vi) if a real estate agent: the Real Estate Institute of New South Wales;
 - (vii) if a quantity surveyor: the Australian Institute of Quantity Surveyors, New South Wales Chapter;
 - (viii) if a barrister: the New South Wales Bar Association;
 - (ix) if an accountant: the Institute of Chartered Accountants, New South Wales Division;
 - (x) if a solicitor or mediator: the Law Society of New South Wales
- (e) If:
- (i) more than two types of experts are required to determine the dispute; or
 - (xi) the Parties agree to appoint a lead expert; or
 - (xii) the President of the Bar Association exercising his or her functions in accordance with clause 21.2(c) considers the appointment of a lead expert appropriate

then the Parties must appoint a lead expert.

- (f) The lead expert must be a solicitor who has practised for not less than 15 years and who has not less than 5 years' experience in alternative dispute resolution. The lead expert must be agreed by the Parties and failing agreement will be appointed by the President of the Law Society of New South Wales.
- (g) If a lead expert is appointed the functions of that person are:
 - (i) to determine the type of expert required to determine the dispute;
 - (ii) in the absence of agreement between the Parties as to the identity of the expert, to request the appropriate institute or association referred to in clause 21.2(b) ('Institutes and associations') to appoint an expert;
 - (iii) to determine the questions to be put to the expert and, if there is more than one expert, to co-ordinate and determine the timing of each expert determination;

- (iv) if the dispute requires determination by an expert solicitor, to perform that function;
 - (v) if the expert determinations obtained are ambiguous, contradictory or in conflict, to determine the ambiguity, contradiction or conflict;
 - (vi) on receipt of the expert determinations to deliver to the Parties a final determination of the dispute;
 - (vii) to determine any question of procedure concerning the dispute resolution process.
- (h) The expert is to be engaged on his standard terms of engagement subject to any amendments required to ensure consistency with this clause.
 - (i) The Parties may, within 20 Business Days of the date of appointment of the expert, make written submissions to the expert on the matter the subject of the dispute. If a Party makes a written submission to the expert, it must give a copy of the submission to the other Party at the same time as it gives the submission to the expert. Submissions must include all particulars upon which a Party seeks to rely in support of its position in relation to the dispute. The expert will determine the procedure for determining the dispute.
 - (j) When any dispute or difference referred to in this clause has been referred for determination, the Parties will each use their best endeavours to make available to the expert all facts and circumstances which the expert may require to settle or determine the dispute or difference and must ensure that their respective employees, agents and consultants are available to appear at any hearing or enquiry called for by the expert. The Parties record their agreement that the hearing be concluded within 20 Business Days, and the expert's decision given within 20 Business, of the date of appointment of the expert, and shall use their best endeavours to see that these time frames are met.
 - (k) The expert's decision is final and binding on the Parties. The cost of the expert's decision is to be borne by the Parties in the shares as the expert determines and in the absence of a determination equally between the Parties.
 - (l) The expert will also determine the amount of the costs and expenses of the reference of such dispute to him. In default of such decision, those costs and expenses will be borne by the Parties in equal shares.

1.6 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under clause 1.2 of this Schedule 7, then any Party which has complied with the provisions of this Schedule 7, may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

1.7 Not use information

The Parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under the provisions of this Schedule 7, is to attempt to settle the dispute. No Party may use any information or documents obtained through any dispute resolution process undertaken under the provisions of this Schedule 7 for any purpose other than in an attempt to settle the dispute.

1.8 No prejudice

The provisions of this Schedule 7 do not prejudice the right of a Party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this Deed.

1.9 Costs

The Costs of appointing a mediator under this Schedule 7, will be borne equally by the Parties. Each Party will be responsible for its own Legal Costs with respect to any dispute resolution process.

Planning Agreement

Schedule 8 – Registration of Deed

1 Registration of Deed

1.1 Application

The Parties agree that this Schedule 8 only applies if the Parties agree to procure registration of this Deed in the relevant folio of the Register for the Land pursuant to section 7.6 of the EP&A Act.

1.2 Consents

The Developer warrants that it has obtained all consents to the registration of this Deed in the relevant folio of the Register (including the consent of any registered mortgagee).

1.3 Deliver to Council

The Developer must deliver to Council:

- (a) a signed counterpart of this Deed;
- (b) a consent to registration from any registered mortgagee of the Land;
- (c) a consent to registration from any registered lessees under any registered lease of the Land;
- (d) the certificate of title for the Land or evidence that the certificate for the Land has been produced at Land Registry Services for the purpose of registration of the Deed; and
- (e) a bank cheque for the relevant registration fees.

1.4 Council to lodge

Without delay after receipt of the items specified in clause 1.3 of this Schedule 8, Council will attend to lodgement of this Deed with Land Registry Services for registration in the relevant folio of the Register

1.5 Registration requisitions

The Developer must promptly comply with any requisitions from Land Registry Services in relation to registration of the Deed registration in the relevant folio of the Register.

1.6 Registration notification

Council will:

- (a) notify the Developer of registration of this Deed in the relevant folio of the Register without delay after being notified of such registration by Land Registry Services by the Council;
- (b) deliver to the Developer the registered Deed.

Schedule 9 - Release and Discharge Terms

1 Release and discharge terms

1.1 Full release

Once the Council is satisfied that the Developer has fully complied with all of its obligations under this Deed, at the Developer's request (and Cost), the Council must within 10 Business Days of being requested to do so by the Developer:

- (a) provide a full release and discharge of this Deed with respect to the whole of the Land; and
- (b) if Council has not already have done so, sign and deliver to the Developer such documentation as is necessary to withdraw any caveat lodged by Council in relation to the Land pursuant to clause 5 of this Deed.

1.2 Partial release

- (a) Council acknowledges that the Development may include stratum and strata Subdivision to create separate titles for parts of the Land.
- (b) Council must, from time to time, promptly sign and deliver to the Developer at the reasonable request of the Developer such documentation as is necessary to withdraw any caveat lodged by Council in relation to any part of the Land which does not comprise or include the lot or lots in which the Community Facility is to be located.

1.3 Outstanding obligations

For the avoidance of doubt, a release under clause 1.1 of this Schedule 9 does not operate as a release from any outstanding obligation under this Deed, and is intended only to allow removal of the notation of this Deed from the relevant folio of the Register for the Land.

Planning Agreement

Schedule 10 - Security

1 Bank Guarantee

1.1 Definitions

The following words have these meanings in this Deed unless the contrary intention appears:

Bank Guarantee means an irrevocable and unconditional undertaking without any expiry or end date in favour of the Council to pay an amount or amounts of money to the Council on demand on terms Councils considers satisfactory issued by:

- (a) one of the following trading banks:
 - (i) Australia and New Zealand Banking Group Limited,
 - (ii) Commonwealth Bank of Australia,
 - (iii) Macquarie Bank Limited,
 - (iv) National Australia Bank Limited,
 - (v) St George Bank Limited,
 - (vi) Westpac Banking Corporation,
 - (vii) Bank of China (Australia) Limited, or
- (b) any other financial institution approved by the Council in its absolute discretion.

Enforcement Bank Guarantee means a Bank Guarantee for the sum of \$500,000 (adjusted from time to time under this Deed).

Election Bank Guarantee means a Bank Guarantee for an amount equal to the local infrastructure contributions under section 7.11 and 7.12 of the EP&A Act in respect of the works that have been completed as part of the Development that would have otherwise been payable if this Deed had not been entered into and calculated:

- (a) as at the date on which the which Council gives the Developer a notice under 1.3(b) of this Schedule 10; and
- (b) in accordance with the contributions plan in force at the date the relevant development consent was granted, as indexed,

adjusted from time to time under this Deed.

1.2 Enforcement Bank Guarantee

- (a) The Developer must deliver to Council the Enforcement Bank Guarantee on the date of this Deed.

- (b) The Parties agree that the Enforcement Bank Guarantee is security for Costs that Council may incur in the enforcement of this Deed.
- (c) Council must return the Enforcement Bank Guarantee to the Developer without delay:
 - (i) after the Developer has satisfied all of its obligations under this Deed and there are no subsisting claims Council may make against the Developer in connection with this Deed; or
 - (ii) where a replacement Enforcement Bank Guarantee is provided to Council by another person in accordance with Schedule 11.

1.3 Election Bank Guarantee

- (a) The Developer must deliver to Council the Election Bank Guarantee no later than 15 Business Days after the date on which Council gives the Developer a notice under clause 1.3(b) of this Schedule 10 (and in this regard time is of the essence).
- (b) Council may (at its election in accordance with clause 3 of this Schedule 10) give the Developer a notice requiring the Developer to deliver the Election Bank Guarantee to Council if the Community Facility Lease has not been granted to Council (and commenced) on or before the Sunset Date.
- (c) The Parties agree that the Election Bank Guarantee is security for the performance by the Developer of its obligations under this Deed in relation to the completion of the Community Facility Works and grant of the Community Facility Lease.
- (d) Council must return the Election Bank Guarantee to the Developer without delay after the earlier to occur of:
 - (i) a replacement Election Bank Guarantee being provided to Council by another person in accordance with Schedule 11;
 - (ii) the commencement of the Community Facility Lease; or
 - (iii) the compulsory acquisition of a leasehold comprising the Community Facility Lease in accordance with this Schedule 10.

1.4 Adjustment of Bank Guarantee amount

- (a) The Parties agree that:
 - (i) the amount of the Enforcement Bank Guarantee is to be adjusted in accordance with clause 1.4(b) of this Schedule 10 on the each Adjustment Date after the date of this Deed; and
 - (ii) the amount of the Election Bank Guarantee is to be adjusted in accordance with clause 1.4(b) of this Schedule 10 on each Adjustment Date after the date on which Council gives the Developer a notice under 1.3(b) of this Schedule 10.
- (b) The formula referred to in this clause 1.4 of this Schedule 10 is set out below:

$$RBA = \underline{BA} \times A$$

B

where:

RBA is the revised amount of the Election Bank Guarantee and the Enforcement Bank Guarantee (as the case may be) applicable from the relevant Adjustment Date;

BA is the amount of the Election Bank Guarantee and the Enforcement Bank Guarantee (as the case may be) that is current on the relevant Adjustment Date;

A is the CPI published immediately before the relevant Adjustment Date;

B is the CPI published immediately before the date of this Deed and, in the case of subsequent adjustments, the immediately preceding Adjustment Date.

- (c) Council must give the Developer notice stating the revised amount of the Election Bank Guarantee and the Enforcement Bank Guarantee (as the case may be) to apply from the relevant Adjustment Date.
- (d) The Developer must give the Council replacement or further Bank Guarantees so that the Council holds a Bank Guarantee(s) for an amount equal to the revised amount of the Election Bank Guarantee and the Enforcement Bank Guarantee (as the case may be) no later than 15 Business Days after receipt of a notice given under clause 1.4(c) of this Schedule 10.

2 Bank Guarantee claims

2.1 Claims

- (a) The Developer agrees that Council may after giving not less than 10 Business Days prior notice to the Developer make claims (in full or in part) against the Enforcement Bank Guarantee if:
 - (i) the Developer has failed to pay Council any amounts payable to Council in relation to enforcement of this Deed, in accordance with the terms of this Deed; and
 - (ii) a notice has been issued by Council requiring the Developer to remedy the breach in accordance with the requirements of Schedule 6; and
 - (iii) the breach remains unremedied following the expiry of the rectification period specified in that notice.
- (b) The Developer agrees that Council may, after giving not less than 10 Business Days prior notice to the Developer, call on the Election Bank Guarantee if the Developer has failed to grant the Community Facility Lease by the date which is 36 months after the date on which the Election Bank Guarantee is given. If Council exercises its rights under this clause 2.1(b) then:
 - (i) this Deed will be at an end and no longer applies to any development of the Land after the date on which Council claims the Election Bank Guarantee;

- (ii) each Party is released from their obligations under this Deed (without prejudice to any claims or rights a Party may have in relation to an antecedent breach); and
- (iii) Council must give the Developer such documentation as is necessary to withdraw any caveat Council has lodged under clause 5.

2.2 Claims

The Developer must give Council replacement or further Enforcement Bank Guarantees so that the Council holds an Enforcement Bank Guarantee for the amount required under this Deed no later than 15 Business Days after Council makes an appropriation from the Enforcement Bank Guarantee under this clause 2 of this Schedule 10.

3 Council election

3.1 Election

- (a) At any time within 18 months after the Sunset Date, Council may (but is not obliged to) give the Developer a notice that requires the Developer to either:
 - (i) deliver to Council the Election Bank Guarantee; or
 - (ii) pay to Council an amount equal to the contributions under section 7.11 and 7.12 of the EP&A Act in respect of the Development that would have otherwise been payable if this Deed had not been entered into calculated on the GFA for which a construction certificate has been issued as at the date on which the Council gives the Developer a notice under 1.3(b) of this Schedule 10.
- (b) At any time within 18 months after the Sunset Date Council may withdraw a notice given under clause 3.1(a)(i) of this Schedule 10.
- (c) In the event that Council does not issue a notice within 18 months after the Sunset Date pursuant to this clause 3.1, Council will be deemed to have made an election to require neither the delivery of the Election Bank Guarantee nor the payment of the Monetary Contributions pursuant to clause 3.1(a).

3.2 Monetary payment

- (a) This clause 3.2 of this Schedule 10:
 - (i) applies if Council gives a notice under 2.1(a)(ii) of this Schedule 10; and
 - (ii) does not apply if Council exercises the rights under clause 3.3 of this Schedule 10.
- (b) The Developer must pay to Council the amount stated in a notice given under clause 3.1(a)(ii) of this Schedule 10 no later than 20 Business Days after such notice is given.
- (c) The Parties agree that upon payment to Council of the amount stated in a notice given under clause 3.1(a)(ii) of this Schedule 10:

- (i) this Deed will be at an end and no longer applies to any development of the Land after the payment date;
- (ii) each Party is released from their obligations under this Deed (without prejudice to any claims or rights a Party may have in relation to an antecedent breach); and
- (iii) Council must give to the Developer such documentation as is necessary to withdraw any caveat Council has lodged under clause 5.

3.3 Compulsory acquisition

- (a) This clause 3.3 of this Schedule 10 applies if the Community Facility Lease has not been granted by the Sunset Date and does not apply if Council has given a notice under clause 3.1(a)(ii) of this Schedule 10.
- (b) If this clause 3.3 of this Schedule 10 applies, the Developer consents to Council compulsorily acquiring a leasehold interest comprising the Community Facility Lease in accordance with the Just Terms Act for an amount of \$1. The Council must give the Developer 30 Business Days' notice of its intention to undertake the compulsorily acquisition referred to in this clause, for the purposes of enabling the Developer to comply with clause 3.3(e) of this Schedule 10.
- (c) The parties agree that in relation to the acquisition of the Community Facility Lease, clause 3.3(b) of this Schedule 10 is taken to be an agreement between the Developer and Council for the purpose of section 30 of the Just Terms Act, and that the parties have agreed on all relevant matters concerning the compulsory acquisition and the compensation to be paid for the acquisition.
- (d) The Developer agrees to pay the Council's reasonable legal costs incurred in relation to any compulsory acquisition of a leasehold interest comprising the Community Facility Lease pursuant to this clause 3.3.
- (e) The Parties agree that upon the acquisition of the Community Facility Lease under this clause 3.3 of this Schedule 10:
 - (i) this Deed will be at an end and no longer applies to any development of the Land after the acquisition;
 - (ii) each Party is released from their obligations under this Deed (without prejudice to any claims or rights a Party may have in relation to an antecedent breach);
 - (iii) Council must give to the Developer such documentation as is necessary to withdraw any caveat Council has lodged under clause 5; and
 - (iv) Council must return the Election Bank Guarantee to the Developer without delay.
- (f) If Council gives notice of its intention to compulsorily acquire a leasehold interest comprising the Community Facility Lease in accordance with clause 3.3 of this Schedule 10 and section 11 of the Just Terms Act:
 - (i) the Developer must promptly and at its own cost:

- (A) terminate any existing leasehold interest it has granted to any other party over the Community Facility Lot or otherwise obtain vacant possession of the Community Facility Lot; and
 - (B) remove any tenant's fittings and execute any works necessary to ensure that the Community Facility Lot complies with the Final Fitout Plan; and
- (ii) the Developer grants Council a licence to occupy the Community Facility Lot, on terms which are the same as the Community Facility Lease at Schedule 5, except that the licence shall commence 90 days after the date on which Council gives notice in accordance with this clause 3.3 and shall expire on the date on which the leasehold interest is compulsorily acquired by publication in the Government Gazette.

Planning Agreement

Schedule 11 - Assignment and Dealing

1 Assignment and Dealing

1.1 Developer's proposed assignment of rights

- (a) Unless the matters specified in clauses 1.1(b) and 1.1(c) of this Schedule 11 are satisfied, the Developer is not to assign or novate to any person the Developer's rights or uncompleted obligations under this Deed.
- (b) The Developer must not assign or novate to any person its rights or uncompleted obligations under this Deed unless the prior written consent of Council is obtained, except for where the assignment or novation is:
 - (i) to a Related Body Corporate; or
 - (ii) due to a change in the shareholding of the Developer as a result of a restructure of the Developer or a Related Body Corporate; or
 - (iii) due to a change in the unitholding of any trust of which one of the parties comprising the Developer is trustee, as a result of a restructure of the Developer or a Related Body Corporate; or
 - (iv) due to a change in trustee of any trust,

in which case clauses 1.1(c)(i), 1.1(c)(ii) and 1.1(c)(iii) of this Schedule 11 apply.

- (c) Council must not unreasonably withhold its consent under clause 1.1(b) of this Schedule 11, if required, in circumstances where the following matters have been satisfied:
 - (i) the Developer has given Council not less than 20 Business Days' notice of the proposed assignment or novation by the Developer to any person of the Developer's rights or uncompleted obligations under this Deed;
 - (ii) the Developer has, at no Cost to Council, first procured the execution by the person to whom the Developer's rights or uncompleted obligations under this Deed are to be assigned or novated (**incoming party**), of a deed in favour of Council in the form contained in Schedule 15, completed in a manner satisfactory to Council which includes covenants that the incoming party:
 - (A) will perform the relevant obligations of the Developer under this Deed; and
 - (B) is bound by the terms and conditions of this Deed (relevant to the Developer as if the incoming party had executed the Deed;
 - (iii) the Developer is not in breach of this Deed with respect to the relevant part of the Land in case of an assignment or novation of the Developer's interest in part of the Land only, unless the breach is waived by Council;

- (iv) the incoming party provides to the satisfaction of Council (acting reasonably) a replacement security and any other documents required under Schedule 10 to secure the outstanding obligations under this Deed; and
- (v) the incoming party provides to the satisfaction of Council (acting reasonably) copies of insurances or any other documents required under this Deed for the carrying out of any outstanding Community Facility Works.

1.2 Right of Developer to sell Land

- (a) The Developer must not sell or transfer the whole or any part of the Land or any of their interest in the Land (and must procure that the whole or any part of the Land is not sold or transferred) unless before any such sale, transfer or disposal of any such part of the Land or such part of their interest in the Land to another person (**Transferee**) the Developer obtains Council's prior written consent, except for where the sale, transfer or disposal is:
 - (i) to a Related Body Corporate; or
 - (ii) due to a change in the shareholding of the Developer as a result of a restructure of the Developer or a Related Body Corporate; or
 - (iii) due to a change in the unitholding of any trust of which one of the parties comprising the Developer is trustee, as a result of a restructure of the Developer or a Related Body Corporate; or
 - (iv) due to a change in trustee of any trust,

in which case clauses 1.1(c)(i), 1.1(c)(ii) and 1.1(c)(iii) of this Schedule 11 apply.
- (b) The Council must not unreasonably withhold its consent under clause 1.2(a) of this Schedule 11, if required, in circumstances where the requirements specified in clause 1.1(c) of this Schedule 11 are satisfied.
- (c) This clause 1.2 of this Schedule 11 does not apply to the transfer of any part of the Land, in respect of which Council has provided a release and discharge of this Deed in accordance with Schedule 9.

1.3 Council's Costs

- (a) The Developer must pay to the Council (or reimburse the Council) for all the Costs (including Legal Costs) incurred by the Council in connection with any assignment or dealing proposed under clauses 1.1 or 1.2 of this Schedule 11.
- (b) The Developer must pay to Council all Costs under clause 1.3 of this Schedule 11 no later than 10 Business Days after Council has given the Developer a demand for payment of such Costs.

1.4 Council's assignment of rights

Council may assign its rights under this Deed to any successor in title.

1.5 Council to act promptly

The Council must act promptly in dealing with any application made by the Developer in respect of any proposed assignment or dealing proposed under clauses 1.1 or 1.2 of this Schedule 11.

Planning Agreement

Schedule 12 – Trustee limitation provisions

1 Trustee and responsible entity limitation of liability

- (a) Where clause 13 of this Deed provides that a party to this Deed (a **Trustee Party**) is contracting in its capacity as trustee of a trust or as a responsible entity for a fund (the **Relevant Trust**):
- (i) any liability or obligation of the Trustee Party arising under or in connection with this Deed is limited, and can be enforced against the Trustee Party only, to the extent to which it can be satisfied out of the property of the Relevant Trust out of which the Trustee Party is actually indemnified for the liability under the constitution of the Relevant Trust;
 - (ii) subject to (iii) below, the limitation on the Trustee Party's liability under this clause applies despite any other provision of this Deed and extends to all liabilities and obligations of the Trustee Party in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Deed; and
 - (iii) the limitation of the Trustee Party's liability under this clause shall not apply to any obligation or liability of the Trustee Party to the extent that it is not satisfied because there is a reduction in the extent of the Trustee Party's indemnification out of the assets of the Relevant Trust as a result of the Trustee Party's fraud, negligence or breach of trust.
- (b) The limitation of liability in this Schedule 12 shall survive the expiration or termination of this Deed.

Planning Agreement

Schedule 13 - General Provisions

1 General Provisions

1.1 Approvals and Consent

Except as otherwise set out in this Deed, and subject to any statutory obligations, a Party will not unreasonably withhold an approval or consent to be given under this Deed but may give its approval or consent subject to any conditions reasonably determined by that Party.

1.2 Costs

- (a) Unless otherwise specified in this Deed, the Developer is responsible for all Costs and Legal Costs relating to this Deed subject to any qualification or limitation set out in Schedule 14.
- (b) Without limiting clause 1.2(a) of this Schedule 13, the Developer agrees to pay or reimburse the Council on demand for:
 - (i) Costs and Legal Costs of the Council in connection with:
 - (A) exercising, enforcing or preserving, or attempting to exercise, enforce or preserve, rights under this Deed, including in connection with the Developer default, for which purpose the Developer has provided to Council the Enforcement Bank Guarantee;
 - (B) any waiver, variation, release or discharge of this Deed; and
 - (ii) Taxes and fees (including, without limitation, registration fees and stamp duty) and fines and penalties in respect of fees which may be payable or determined to be payable in connection with this Deed or a payment or receipt or any transaction contemplated by this Deed.

1.3 Effect of terms and conditions in Schedules and Annexures

The Parties agree to comply with the terms and conditions contained in the Schedules and Annexures as if those terms and conditions were expressly set out in full in the operative parts of this Deed.

1.4 Entire agreement

To the extent permitted by law, in relation to its subject matter only, this Deed:

- (a) embodies the entire understanding of the Parties, and constitutes the entire terms agreed by the Parties; and
- (b) supersedes any prior written or other agreement of the Parties.

1.5 Further acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Deed and all transactions incidental to it.

1.6 Governing Law and jurisdiction

This Deed is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

1.7 Enforcement

- (a) This Deed may be enforced by any Party in any court of competent jurisdiction.
- (b) For the avoidance of doubt, nothing in this Deed prevents:
 - (i) subject to clause 1.1 of Schedule 7, a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Deed or any matter to which this Deed relates; and
 - (ii) an Authority or the Council from exercising any function under the EP&A Act or any other Law relating to the enforcement of any aspect of this Deed or any matter to which this Deed relates.

1.8 No fetter

Nothing in this Deed is to be construed as requiring an Authority (including the Council) to do anything that would cause it to be in breach of any of its obligations at Law, and without limitation:

- (a) nothing in this Deed is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty; and
- (b) nothing in this Deed imposes any obligation on an Authority to:
 - (i) grant any Development Consent; or
 - (ii) exercise any function or power under the EP&A Act in relation to a change, or a proposed change, in an environmental planning instrument.

1.9 Representations and warranties

- (a) Each Party individually represents and warrants that:
 - (i) it has power to enter into this Deed and comply with its obligations under the Deed;
 - (ii) this Deed does not contravene its constituent documents (if any) or any law or obligation by which it is bound or to which any of its assets are subject, or cause a limitation on its powers or the powers of its officers to be exceeded;

- (iii) it has in full force and effect the authorisations necessary for it to enter into this Deed, to comply with its obligations and exercise its rights under this Deed and to allow this Deed to be enforced;
 - (iv) its obligations under this Deed are valid and binding and are enforceable against it in accordance with the terms of the Deed;
 - (v) it does not have immunity from the jurisdiction of a court or from legal process; and
 - (vi) it benefits by entering into this Deed to which it is a Party.
- (b) Each Party acknowledges that each other Party has entered into this Deed in reliance on the representations and warranties in this clause 1.9 of this Schedule 13.

1.10 Severability

- (a) If a clause or part of a clause of this Deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.
- (b) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

1.11 Modification

No modification of this Deed will be of any force or effect unless it is in writing and signed by the Parties as a Deed.

1.12 Waiver

- (a) The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Deed, does not amount to a waiver of any obligation of, or a breach of obligation by, another Party.
- (b) A waiver by a Party is only effective if it is in writing.
- (c) A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

1.13 Confidentiality

The Parties agree that the terms of this Deed are not confidential and this Deed may be treated as a public Deed and exhibited or reported without restriction by any Party.

1.14 Release and indemnity

- (a) The Developer agrees that the obligation to provide the Contributions is at the risk of the Developer. The Developer releases the Council from any claim, liability or loss arising from, and Costs and Legal Costs incurred in connection with, the Developer's obligation to provide the Contributions.

- (b) The Developer indemnifies the Council against all liabilities or loss arising from, and any Costs and Legal Costs incurred in connection with the Council enforcing the Developer's obligation to provide the Contributions in accordance with this Deed and/or the Council exercising the Council's rights under or by virtue of this Deed.
- (c) The indemnity in clause 1.14(b) of this Schedule 13 is a continuing obligation, independent of the Developer's other obligations under this Deed and continues after this Deed ends.
- (d) It is not necessary for a Party to incur expense or to make any payment before enforcing a right of indemnity conferred by this clause 1.14.
- (e) A Party must pay on demand any amount it must pay under an indemnity in this clause 1.14.

Planning Agreement

Schedule 14 - Costs

1 Qualifications and limitations

1.1 Limit for Legal Costs for preparation

Despite anything else stated in this Deed, the Developer is not obliged to pay Council for Legal Costs of more than \$40,000 in connection with the preparation, negotiation, exhibition and signature of this Deed.

1.2 Caveat consent Costs

- (a) The Developer is responsible for all Costs (including Legal Costs) relating to Council granting caveat consent to enable registration of any dealing in the Register that is not inconsistent with the Developer's ability to deliver the Community Facility in accordance with this Deed. The Parties agree that the dealings to which this clause 1.2 of this Schedule 14 relates include:
 - (i) instruments setting out the terms of any lease, subleases, surrenders of lease, variations of leases, easements and covenants in respect of any tenancy of the Land; and
 - (ii) instruments setting out the terms of any easement, restriction or covenant in respect of the Land.
- (b) The Developer must pay to Council the Costs referred to in clause 1.2(a) of this Schedule 14 no later than 10 Business Days after Council has given the Developer a demand for payment of such Costs.
- (c) Despite anything else stated in this Deed, the Developer is not obliged to pay Council for Legal Costs of more than \$1,000 (indexed in accordance with CPI) in connection with any request for Council consent to enable registration of any dealing in the Register that is not inconsistent with this Deed.

Planning Agreement

Schedule 15 - Pro-forma Novation Deed

Novation Deed

Council of the City of Ryde

AMP Capital Funds Management Limited, as responsible entity for the AMP Capital Shopping Centre Fund

AMP Capital Funds Management Limited, as responsible entity for the AMP Capital Diversified Property Fund

AMP Macquarie Pty Limited, as trustee of the AMP Macquarie Trust

Macquarie Centre - 197 – 223 Herring Road, Macquarie Park, NSW

Novation Deed

Contents

1	Definitions and interpretation	4
1.1	Definitions	4
1.2	References to certain general terms	4
1.3	Headings	5
2	Novation	5
2.1	Original Agreement	5
2.2	Performance by Transferee	5
2.3	Release of Guarantees	5
2.4	Liability before Effective Date	6
2.5	Indemnities	6
3	Affirmation of the Original Agreement	6
4	GST	6
4.1	Definitions and Interpretation	6
4.2	Passing-on provision	7
4.3	GST Invoice	7
4.4	Variation	7
5	Trustee and responsible entity provisions	7
5.1	Acknowledgement	7
5.2	Limitation provisions	8
6	Representations and warranties	8
7	Stamp duty and costs	8
8	Further acts	8
9	Governing law	9
10	Counterparts	9
	Signing page	10

Novation Deed

Date

Parties

Council of the City of Ryde ABN 81 621 292 610 of 3 Richardson Place, North Ryde, New South Wales (**Council**)

AMP Capital Funds Management Limited ABN 15 159 557 721 as responsible entity for the AMP Capital Shopping Centre Fund (**First Landowner**)

AMP Capital Funds Management Limited ABN 15 159 557 721 as responsible entity for the AMP Capital Diversified Property Fund (**Second Landowner**)

AMP Macquarie Pty Limited ABN 91 103 734 854 as trustee of the AMP Macquarie Trust (**Third Landowner**)

each of 33 Alfred Street, Sydney , New South Wales

[# insert name #] of [# insert address #] (**Transferee**)

Recitals

- A Council, the First Landowner, the Second Landowner and the Third Landowner are parties to the Original Agreement.
- B The First Landowner, the Second Landowner and the Third Landowner are defined as the Developer under the terms of the Original Agreement.
- C The Original Agreement relates to the whole of the Land.

[Drafting note: Use this paragraph if all or part of the obligations are to be assigned (but no land is to be transferred)]

- D The [## insert relevant transferor Landowner(s)] wishes to assign [Drafting note. Insert 'all' or 'part of' as relevant] its rights and obligations under the Original Agreement to the Transferee.

[Drafting Note. Use this paragraph if the whole of the Land is to be transferred]

- E The [## insert relevant transferor Landowner(s)] wishes to transfer the whole of the Land to the Transferee.

[Drafting Note. Use this paragraph if the whole of the Land is to be transferred]

- F The parties to this Deed have agreed to the novation of all of the [## insert relevant transferor Landowner(s)] obligations under the Original Agreement to the Transferee.

[Drafting Note. Use this paragraph if part of the Land is to be transferred]

- G The parties to this Deed have agreed to the novation of the part of the [## insert relevant transferor Landowner(s)] obligations under the Original Agreement that are relevant to the part of the Land to be transferred, to the Transferee.

This deed provides

1 Definitions and interpretation

1.1 Definitions

Effective Date means [insert].

Land has the meaning given to that term in the Original Agreement.

Original Agreement means the voluntary planning agreement dated [insert] and made between the Council and the First Landowner, Second Landowner and Third Landowner.

[Drafting note. Use this paragraph if all of the obligations are to be assigned or all of the Land is to be transferred]

Required Obligations means all of the obligations imposed on the [## insert relevant transferor Landowner(s)] under the terms of the Original Agreement.

[Drafting note. Use this definition if part of the obligations are to be assigned (but no land is to be transferred)]

Required Obligations means [## insert details of specific obligations to be assigned ##].

1.2 References to certain general terms

In this deed unless the contrary intention appears:

- (a) a reference to this deed or another instrument includes any variation or replacement of them;
- (b) 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;
- (c) the singular includes the plural and vice versa;
- (d) the word person includes a firm, body corporate, an unincorporated association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (f) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them severally;
- (g) a reference to anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of persons is a reference to anyone or more of them;
- (h) 'include' in any form when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar nature; and
- (i) capitalised terms which are used in this deed but are not otherwise defined have the meaning given to them in the Original Agreement.

1.3 Headings

Headings are inserted for convenience and do not affect the interpretation of this deed.

2 Novation

2.1 Original Agreement

Subject to clause 2.4 and with effect from the Effective Date:

- (a) the Transferee is substituted for the [## insert relevant transferor Landowner(s)] as a party to the Original Agreement insofar as the Original Agreement relates to the Required Obligations, and agrees to perform the Required Obligations;
- (b) the Transferee will be bound by the Original Agreement, and will be entitled to the benefit of the Original Agreement, as if the Transferee was a party to the Original Agreement instead of the [## insert relevant transferor Landowner(s)] insofar as the Original Agreement relates to the Required Obligations; and
- (c) the [## insert relevant transferor Landowner(s)] is released and discharged from all obligations and liabilities, and from all claims (whether for Costs, Legal Costs, damages, fees or otherwise), arising under the Original Agreement insofar as the Original Agreement relates to the Required Obligations.

2.2 Performance by Transferee

- (a) The Transferee must perform all of the Required Obligations under the Original Agreement required to be provided on and from the Effective Date, as if named as the [## insert relevant transferor Landowner(s)] including, but not limited to the delivery of all the Contributions to Council.
- (b) On the Effective Date the Transferee must provide to Council one or more Bank Guarantees which meet the requirements of clause 9 and Schedule 10 of the Original Agreement in substitution for any Bank Guarantee provided by the [## insert relevant transferor Landowner(s)] under clause 9 of the Original Agreement.

2.3 Release of Guarantees

The parties expressly acknowledge and agree that:

- (a) Council will release any Bank Guarantee provided to Council by the [## insert relevant transferor Landowner(s)] under the provisions of the Original Agreement to the [## insert relevant transferor Landowner(s)] (or as the [## insert relevant transferor Landowner(s)] otherwise directs in writing) promptly and in any event within 14 days of the provision of replacement Bank Guarantee by the Transferee pursuant to clause 2.2(b) of this Deed; and
- (b) Nothing in this clause 2.3 will be read or construed as a waiver of any right held by Council relating to or arising from the performance of the Original Agreement by the [## insert relevant transferor Landowner(s)] before the date of this Deed.

2.4 Liability before Effective Date

Notwithstanding clause 2.1, the [## insert relevant transferor Landowner(s)] is not released, relieved or discharged from liability under the Original Agreement before the Effective Date, or any breach of any provision of the Original Agreement by the [## insert relevant transferor Landowner(s)] occurring before the Effective Date (to the extent that it is not remedied by the Effective Date) in so far as the Original Agreement relates to the Required Obligations.

2.5 Indemnities

On and from the Effective Date, the Transferee indemnifies the [## insert relevant transferor Landowner(s)] against all costs, expenses, liabilities, claims, loss or damages suffered or incurred by the [## insert relevant transferor Landowner(s)] in connection with:

- (a) the Original Agreement in so far as the Original Agreement relates to the Required Obligations; and
- (b) any failure by the Transferee to comply with its obligations under this deed.

3 Affirmation of the Original Agreement

The Original Agreement will be read and construed subject to this deed, and in all other respects the provisions of the Original Agreement are ratified and confirmed, and, subject to the variation and novation contained in this deed, the Original Agreement will continue in full force and effect.

4 GST

4.1 Definitions and Interpretation

In this clause 4:

- (a) words or expressions which are defined in the GST Law have the same meaning, except where the context suggests otherwise;
- (b) **GST Law** has the meaning given to that term in the A New Tax System (Goods and Services Tax Act) 1999 (Cth);
- (c) any part of a supply which is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) is treated as a separate supply;
- (d) references to GST payable and to input tax credit entitlement include GST payable by, and input tax credit entitlement of, the representative member for a GST group of which the entity is a member; and
- (e) references to something done (including a supply made) by a Party includes something done by any entity through which that Party acts.

All consideration for a supply made under or in connection with this Deed is exclusive of GST, unless specified to be GST inclusive. Any consideration that is specified to be

inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 4.

4.2 Passing-on provision

If GST is payable in relation to a supply made under or in connection with this Deed, then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as any other consideration is to be first provided for that supply.

4.3 GST Invoice

The Supplier must deliver a tax invoice to the Recipient of the supply no later than the time at which the Recipient is required to provide the consideration for the taxable supply.

4.4 Variation

- (a) Where there is a variation to the consideration provided in relation to a taxable supply for which a GST Amount was paid under clause 4.2:
 - (i) the Supplier will recalculate the amount of the GST Amount properly payable and will provide a corresponding refund or credit to, or will be entitled to receive the amount of the variation of the GST Amount from, the Recipient. The amount paid, refunded or credited is taken to form part of the GST Amount should a subsequent adjustment event occur; and
 - (ii) where the variation is an adjustment event the Supplier must deliver an adjustment note to the Recipient as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.
- (b) Any payment or reimbursement required to be made under this Deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

5 Trustee and responsible entity provisions

5.1 Acknowledgement

Council acknowledges that:

- (a) AMP Macquarie Pty Limited enters into this Deed and performs its obligations under it as trustee for the AMP Macquarie Trust; and
- (b) AMP Capital Funds Management Limited enters into this Deed and performs its obligations in its respective capacities as responsible entity for the AMP Capital Shopping Centre Fund and as responsible entity for the AMP Capital Diversified Property Fund,

and each such party's liability under this Deed is several (including, in respect of AMP Capital Funds Management Limited in the separate capacities described in paragraph (b)) in proportion to its respective ownership interest in the Land.

5.2 Limitation provisions

The Parties agree that the trustee limitation provisions set out in Schedule 12 of the Original Agreement apply to the entry into and performance by the [## insert relevant transferor Landowner(s)] of its obligations under this Deed.

6 Representations and warranties

- (a) Each Party individually represents and warrants that:
- (i) it has power to enter into this Deed and comply with its obligations under the Deed;
 - (ii) this Deed does not contravene its constituent documents (if any) or any law or obligation by which it is bound or to which any of its assets are subject, or cause a limitation on its powers or the powers of its officers to be exceeded;
 - (iii) it has in full force and effect the authorisations necessary for it to enter into this Deed, to comply with its obligations and exercise its rights under this Deed and to allow this Deed to be enforced;
 - (iv) its obligations under this Deed are valid and binding and are enforceable against it in accordance with the terms of the Deed;
 - (v) it does not have immunity from the jurisdiction of a court or from legal process; and
 - (vi) it benefits by entering into this Deed to which it is a Party.
- (b) Each Party acknowledges that each other Party has entered into this Deed in reliance on the representations and warranties in this clause 6.

7 Stamp duty and costs

- (a) The [## insert relevant Landowner(s)] is liable for Council's Legal Costs of and incidental to the negotiation, preparation and execution of this deed, and must reimburse Council for such Legal Costs promptly on demand.
- (b) The Transferee will pay all stamp duty arising directly or indirectly from this Deed.

8 Further acts

- (a) Each party will take all steps, execute all deeds and do everything reasonably required by any other party to give effect to any of the actions contemplated by this deed.

-
- (b) This deed binds each party which signs it even if other parties do not, or if the execution by other parties is defective, void or voidable.

9 Governing law

This deed is governed by the law in force in the place specified in the New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that place.

10 Counterparts

This deed may consist of a number of counterparts and the counterparts taken together constitute one and the same instrument.

Novation Deed

Signing page

SIGNED as a deed

Signature by Council

Signed for an on behalf of the **Council of the City of Ryde** by a duly authorised officer (who by their signature testifies that they are duly authorised to sign this instrument) in the presence of

Signature of witness

Signature of the Authorised Officer

Name of witness

Name of and position of the Authorised Officer

First Landowner

Executed by AMP Capital Funds Management Limited as responsible entity for the AMP Capital Shopping Centre Fund in accordance with section 127 of the *Corporations Act 2001*

Signature of Director / Secretary

Signature of Director

Signature of Director / Secretary

Name of Director

Second Landowner

Executed by AMP Capital Funds Management Limited as responsible entity for the AMP Capital Diversified Property Fund in accordance with section 127 of the *Corporations Act 2001*

Signature of Director / Secretary

Signature of Director / Secretary

Third Landowner

Executed by AMP Macquarie Pty Limited as trustee of the AMP Macquarie Trust in accordance with section 127 of the *Corporations Act 2001*

Signature of Director / Secretary

Signature of Director

Signature of Director / Secretary

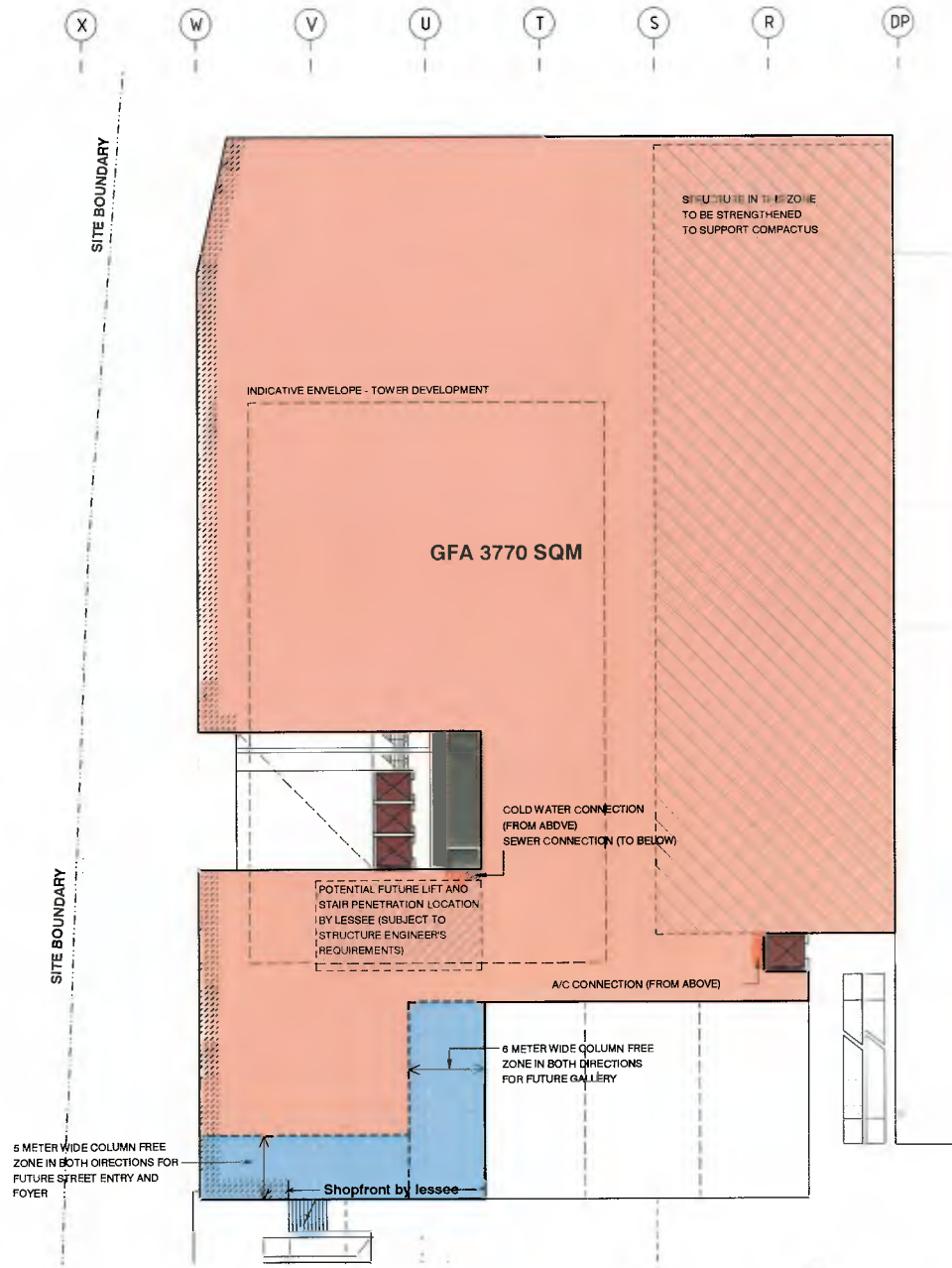
Name of Director

Signature by the Transferee

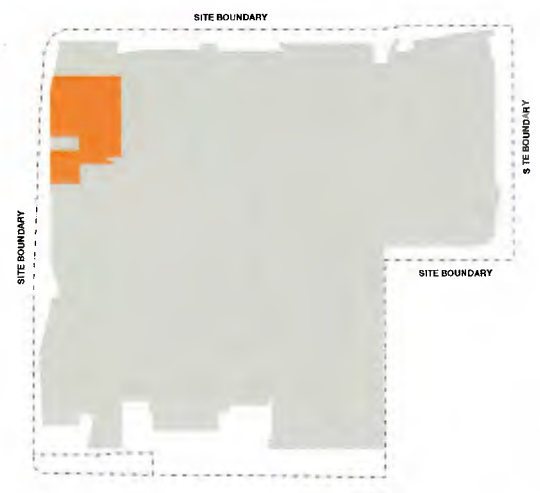
[## insert appropriate signature clause ##]

Planning Agreement

Schedule 16 - Community Facility Brief



02 TENANCY PLAN
1:200



01 LOCATION PLAN
1:300

LEGEND

- EXTENT OF FYDE COUNCIL COMMUNITY HUB
- EXTENT OF SHOPFRONT BY LESSOR
- INDICATIVE SERVICES CONNECTIONS
- COLUMN FREE ZONE

STANDARD NOTES

1. FITOUT SHALL COMPLY WITH RELEVANT HEALTH & FOOD CODES, NATIONAL CONSTRUCTION CODE (NCC) AND DISABILITY AND DISCRIMINATION ACT (DDA), SUBJECT TO COUNCIL OBTAINING IN SPECIFIC CASES ONLY, AND OBTAIN THE RELEVANT BUILDING PERMITS.
 2. THE LESSEE SHALL CONFIRM ALL DIMENSIONS & DETAILS ON ALL RELEVANT DRAWINGS AND ON-SITE BEFORE COMMENCING ANY WORKS. CONFIRM POSITION OF ALL EXISTING STRUCTURE AND SERVICES ON-SITE. ADVISE THE LESSOR OF ANY DISCREPANCIES.
 3. THE LESSEE IS TO ENSURE ALL FITOUT WORKS IS WITHIN LEASE AREA. NO OUTGO IS PERMITTED UNLESS APPROVED BY LESSOR.
 4. ALL LESSOR DESIGN DETAILS OUTSIDE LEASE AREA IS SUBJECT TO CHANGE INCLUDING: SERVICES, MALL FINISHES, BALUSTRADES AND KIOSKS.
 5. ALL FINISHES TO TENANCY FLOOR, WALLS, CEILING, STEEL AND CONCRETE COLUMNS BY LESSEE.
 6. ALL EMERGENCY SERVICES REQUIRED FOR FITOUT WORKS SHALL BE UNDERTAKEN BY LESSOR AT LESSEE COST.
 7. LESSEE'S SHOPFRONT AND SIGNAGE MAY ATTACH TO LESSOR'S BULKHEAD FOR LATERAL SUPPORT ONLY. ALL LESSEE'S WORKS SHALL BE INDEPENDENTLY SUPPORTED FROM MAIN STRUCTURE. PRIOR TO TRADING THE LESSEE MUST PROVIDE THE LESSOR'S REPRESENTATIVE A CERTIFICATE OF STRUCTURAL ADEQUACY FROM A REGISTERED STRUCTURAL ENGINEER, CONFIRMING THE STRUCTURAL INTEGRITY OF ALL SUSPENDED ELEMENTS.
 8. TENANCY FITOUT DESIGN SHALL MAINTAIN FIRE HOSE REEL (90M) AND HYDRANT (90M + 10M SPRAY COVERAGE WITHIN TENANCY).
 9. SHOPFRONT DOORS SHALL BE LOCKED FROM THE INSIDE WHEN THE TENANCY IS OCCUPIED UNLESS AN EXIT DOOR COMPLYING WITH NCC CLAUSES D2.19 AND D2.20 IS PROVIDED.
 10. EXIT SIGNS IF REQUIRED WITHIN TENANCY SHALL BE PROVIDED BY THE LESSOR AT LESSEE'S COST.
 11. SERVICES: LESSEE TO CONFIRM ALL SERVICE LOCATIONS ON SITE PRIOR TO COMMENCING WORKS.
 12. ALL SLAB PENETRATIONS AND CHASING WITHIN TENANCY TO BE COORDINATED WITH STRUCTURAL CONDITIONS AND LESSEE TO OBTAIN LESSOR'S APPROVAL PRIOR TO COMMENCING WORKS.
- DIMENSIONS AND GRIDS ARE INDICATIVE ONLY AND SUBJECT TO FURTHER VERIFICATION.**

03/30/18 HS RN ISSUE FOR VOLUNTARY PLANNING AGREEMENT
 02/27/18 HS RN ISSUE FOR INFORMATION
 01/31/18 HS RN ISSUE FOR NEGOTIATION
 Rev. Date Initial Check Description

AMP CAPITAL

General notes

NH Architecture
 Level 4 - 2011 Macquarie Centre
 2/20 Princes Lane
 Macquarie NSW 2100
 Telephone: +61 2 9554 4052
 Facsimile: +61 2 9554 4052
 www.nh-architecture.com

MACQUARIE CENTRE STAGE 2

Drawing Name
**LIBRARY & CREATIVE HUB
 LEVEL 4 TENANCY PLAN**

Drawn by RN	Checked by HS	Issue # At 1:200
Project Number 140450	Drawing Number ASK-250	Revision 03

Do not scale drawings. All dimensions are to be taken from the drawings unless otherwise stated. The drawings are the property of NH Architecture and shall not be used for any other purpose without the written consent of NH Architecture. All dimensions are to be taken from the drawings unless otherwise stated. The drawings are the property of NH Architecture and shall not be used for any other purpose without the written consent of NH Architecture.

LEGEND

- EXTENT OF RYDE COUNCIL COMMUNITY HUB
- INDICATIVE SERVICES CONNECTIONS
- COLUMN FREE ZONE
- ZONE FOR COLUMN LOCATION

STANDARD NOTES

1. FITOUT SHALL COMPLY WITH RELEVANT HEALTH & FOOD CODES, NATIONAL CONSTRUCTION CODE (NCC) AND DISABILITY AND DISCRIMINATION ACT (DDA), SUBJECT TO COUNCIL DISPENSATION IN SPECIFIC CASES ONLY, AND OBTAIN THE RELEVANT BUILDING PERMITS.
 2. THE LESSEE SHALL CONFIRM ALL DIMENSIONS & DETAILS ON ALL RELEVANT DRAWINGS AND ON-SITE BEFORE COMMENCING ANY WORKS. CONFIRM POSITION OF ALL EXISTING STRUCTURE AND SERVICES ON-SITE, ADVISE THE LESSOR OF ANY DISCREPANCIES.
 3. THE LESSEE IS TO ENSURE ALL FITOUT WORKS IS WITHIN LEASE AREA. NO OUTGO IS PERMITTED UNLESS APPROVED BY LESSOR.
 4. ALL LESSOR DESIGN DETAILS OUTSIDE LEASE AREA IS SUBJECT TO CHANGE INCLUDING: SERVICES, WALL FINISHES, BALUSTRADES AND KIOBS.
 5. ALL FINISHES TO TENANCY FLOOR, WALLS, CEILING, STEEL AND CONCRETE COLUMNS BY LESSEE.
 6. ALL EMERGENCY SERVICES REQUIRED FOR FITOUT WORKS SHALL BE UNDERTAKEN BY LESSOR AT LESSEE COST.
 7. LESSEE'S SHOPFRONT AND SIGNAGE MAY ATTACH TO LESSOR'S BULKHEAD FOR LATERAL SUPPORT ONLY. ALL LESSEE'S WORKS SHALL BE INDEPENDENTLY SUPPORTED FROM MAIN STRUCTURE. PRIOR TO TRADING THE LESSEE MUST PROVIDE THE LESSOR'S REPRESENTATIVE A CERTIFICATE OF STRUCTURAL ADEQUACY FROM A REGISTERED STRUCTURAL ENGINEER, CONFIRMING THE STRUCTURAL INTEGRITY OF ALL SUSPENDED ELEMENTS.
 8. TENANCY FITOUT DESIGN SHALL MAINTAIN FIRE HOSE REEL (90M) AND HYDRANT (90M + 10M SPRAY) COVERAGE WITHIN TENANCY.
 9. SHOPFRONT DOORS SHALL BE LOCKED FROM THE INSIDE WHEN THE TENANCY IS OCCUPIED UNLESS AN EXIT DOOR COMPLYING WITH NCC CLAUSES D2.19 AND D2.20 IS PROVIDED.
 10. EXIT SIGNS IF REQUIRED WITHIN TENANCY SHALL BE PROVIDED BY THE LESSOR AT LESSEE'S COST.
 11. SERVICES: LESSEE TO CONFIRM ALL SERVICE LOCATIONS ON SITE PRIOR TO COMMENCING WORKS.
 12. ALL SLAB PENETRATIONS AND CHASING WITHIN TENANCY TO BE COORDINATED WITH STRUCTURAL CONDITIONS AND LESSEE TO OBTAIN LESSOR'S APPROVAL PRIOR TO COMMENCING WORKS.
- DIMENSIONS AND GRIDS ARE INDICATIVE ONLY AND SUBJECT TO FURTHER VERIFICATION.**

- 03/30/18 HS RN ISSUE FOR VOLUNTARY PLANNING AGREEMENT
- 02/27/18 HS RN ISSUE FOR INFORMATION
- 01/30/18 HS RN ISSUE FOR INFORMATION

Client:
 AMP CAPITAL

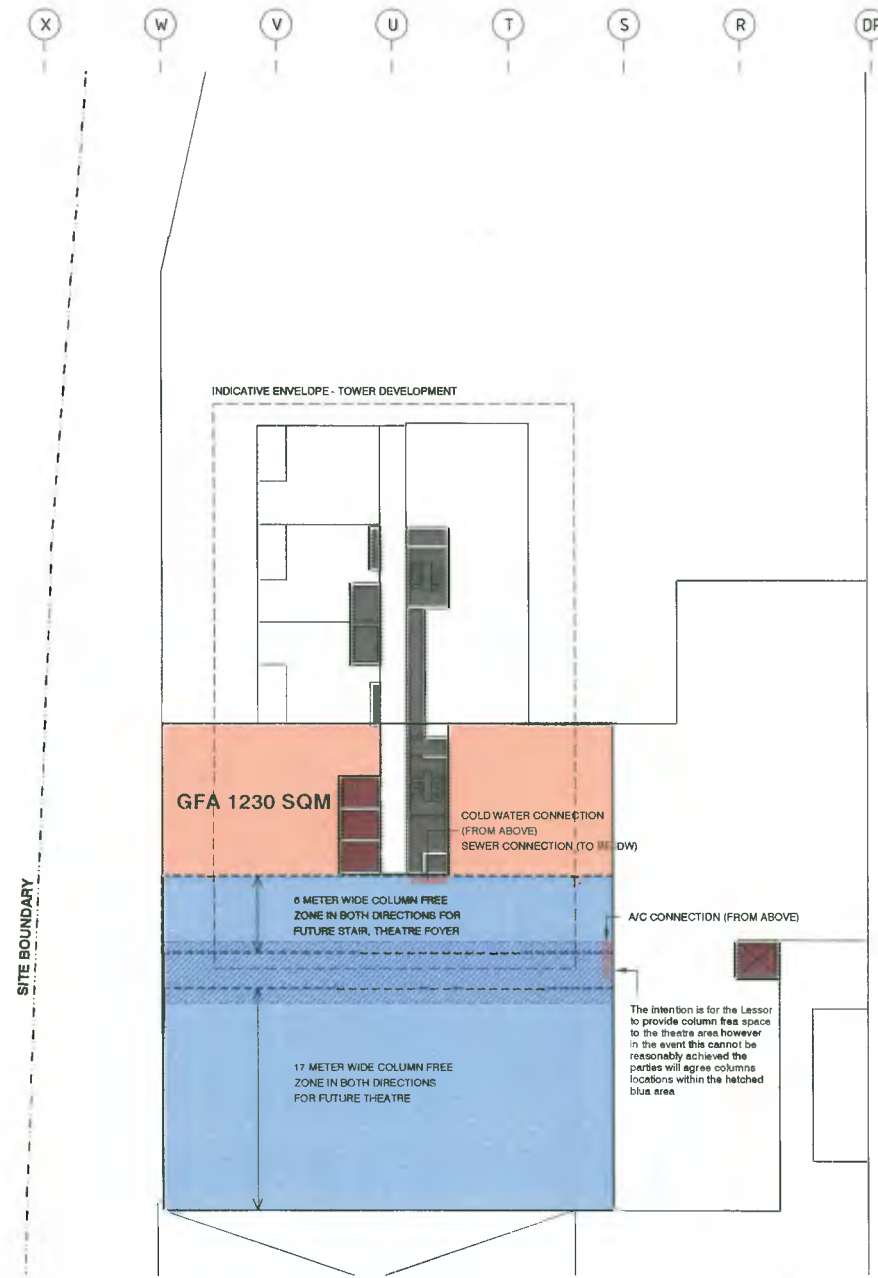


NHA Architecture
Level 7 Capricorn House Telephone: +61 7 3664 8955
2/201 North Lane Fax: +61 7 3664 8952
Melbourne, Australia P.O. 3000 www.nha.com.au

Project Name: **MACQUARIE CENTRE STAGE 2**

LIBRARY & CREATIVE HUB LEVEL 5 TENANCY PLAN

Amended By	Drawn By	Scale
RN	HS	1:200
140450	ASK-251	03



02 TENANCY PLAN
1:200



NOTE: LIBRARY & CREATIVE HUB INDICATED IN RED
01 LOCATION PLAN
1:2000

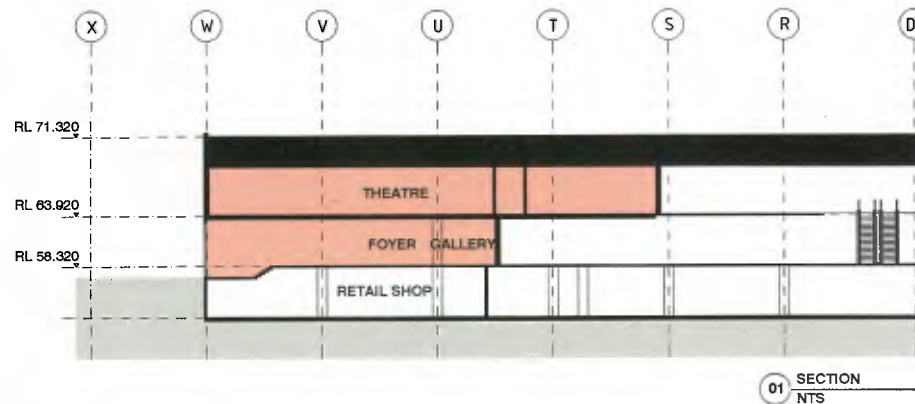
Copyright © 2018 NHA Architecture Pty Ltd. All rights reserved. This document is the property of NHA Architecture Pty Ltd. It is to be used for the project and site only. It is not to be distributed, copied, or reproduced without the written consent of NHA Architecture Pty Ltd. The information contained herein is for informational purposes only and does not constitute an offer of any financial product or service. NHA Architecture Pty Ltd. is not responsible for any loss or damage arising from the use of this information. NHA Architecture Pty Ltd. is a registered company in Australia. ABN 62 629 000 000. NHA Architecture Pty Ltd. is a member of the NHA Group. NHA Group is a registered company in Australia. ABN 62 629 000 000. NHA Group is a member of the NHA Group. NHA Group is a registered company in Australia. ABN 62 629 000 000. NHA Group is a member of the NHA Group.

LEGEND

EXTENT OF RYDE COUNCIL COMMUNITY HUB

STANDARD NOTES

1. FITOUT SHALL COMPLY WITH RELEVANT HEALTH & FOOD CODES, NATIONAL CONSTRUCTION CODE (NCC) AND DISABILITY AND DISCRIMINATION ACT (DDA), SUBJECT TO COUNCIL DISPENSATION IN SPECIFIC CASES ONLY, AND OBTAIN THE RELEVANT BUILDING PERMITS.
 2. THE LESSEE SHALL CONFIRM ALL DIMENSIONS & DETAILS ON ALL RELEVANT DRAWINGS AND ON-SITE BEFORE COMMENCING ANY WORKS. CONFIRM POSITION OF ALL EXISTING STRUCTURE AND SERVICES ON-SITE. ADVISE THE LESSOR OF ANY DISCREPANCIES.
 3. THE LESSEE IS TO ENSURE ALL FITOUT WORKS IS WITHIN LEASE AREA. NO OUTGO IS PERMITTED UNLESS APPROVED BY LESSDR.
 4. ALL LESSOR DESIGN DETAILS OUTSIDE LEASE AREA IS SUBJECT TO CHANGE INCLUDING: SERVICES, MALL FINISHES, BALUSTRADES AND KIOSKS.
 5. ALL FINISHES TO TENANCY FLOOR, WALLS, CEILING, STEEL AND CONCRETE COLUMNS BY LESSEE.
 6. ALL EMERGENCY SERVICES REQUIRED FOR FITOUT WORKS SHALL BE UNDERTAKEN BY LESSOR AT LESSEE'S COST.
 7. LESSEE'S SHOPFRONT AND SIGNAGE MAY ATTACH TO LESSOR'S BULKHEAD FOR LATERAL SUPPORT ONLY. ALL LESSEE'S WORKS SHALL BE INDEPENDENTLY SUPPORTED FROM MAIN STRUCTURE. PRIOR TO TRADING THE LESSEE MUST PROVIDE THE LESSOR'S REPRESENTATIVE A CERTIFICATE OF STRUCTURAL ADEQUACY FROM A REGISTERED STRUCTURAL ENGINEER, CONFIRMING THE STRUCTURAL INTEGRITY OF ALL SUSPENDED ELEMENTS.
 8. TENANCY FITOUT DESIGN SHALL MAINTAIN FIRE HOSE REEL (96M) AND HYDRANT (30M + 10M SPRAY) COVERAGE WITHIN TENANCY.
 9. SHOPFRONT DOORS SHALL BE LOCKED FROM THE INSIDE WHEN THE TENANCY IS OCCUPIED UNLESS AN EXIT DOOR COMPLYING WITH NCC CLAUSES D2.19 AND D2.20 IS PROVIDED.
 10. EXIT SIGNS IF REQUIRED WITHIN TENANCY SHALL BE PROVIDED BY THE LESSDR AT LESSEE'S COST.
 11. SERVICES: LESSEE TO CONFIRM ALL SERVICE LOCATIONS ON SITE PRIOR TO COMMENCING WORKS.
 12. ALL SLAB PENETRATIONS AND CHASING WITHIN TENANCY TO BE COORDINATED WITH STRUCTURAL CONDITIONS AND LESSEE TO OBTAIN LESSOR'S APPROVAL PRIOR TO COMMENCING WORKS.
- DIMENSIONS AND GRIDS ARE INDICATIVE ONLY AND SUBJECT TO FURTHER VERIFICATION.**



03/30/17/19 HS RN ISSUE FOR VOLUNTARY PLANNING AGREEMENT
 02/27/19 HS RN ISSUE FOR INFORMATION
 01/02/18 HS RN ISSUE FOR INFORMATION
 Rev Date Issue Check Description



MACQUARIE CENTRE STAGE 2

Drawing Name		
LIBRARY & CREATIVE HUB SECTION		
Project Number	Drawing Number	Revision
140450	ASK-252	03

Planning Agreement

Schedule 17- Handover Specification

Macquarie Centre Library and Creative Hub

Lessor Works at Lessors Cost

External Façade & Walls

All external walls will be constructed and finished predominately as aluminium framed and glazed, with some solid elements such as fair faced masonry, or framed and clad-façade or a combination thereof to afford the Premises suitable weather protection. Where the Lessee elects, and subject to the Lessee obtaining the approval of the Lessor, the external wall or a portion thereof may be left as an opening to accommodate the Lessee's shopfront.

All external walls to the proposed library/Creative Hub tenancy are to be predominately constructed of a curtain wall glazing system with some solid sections including potential façade architectural treatments such as sun control elements. Where glazing is used it will be fully optically clear glazed or as meets relevant IBCA requirements from finished floor to the agreed fitout ceiling line, however some external sun control elements can be used on the exterior of the glazing. The glazing will be finished in commercial aluminium frame or frameless glazing system consistent with the exterior of the base building elsewhere,. Below the floor level and above the agreed internal ceiling line the glazing is to be colour-back spandrel panel of specified colour, consistent with the base building elsewhere and the tenancy drawings.

Operable glazing panels are to be installed in the façade at agreed nominated points. External glazing total system acoustic performance to street to meet RW40 as a minimum. Thermal performance minimum specification of the total system to be $UW \leq 3.5W/M^2K$ and $SHGCW \leq 0.60$.

The internal walls shall be constructed in masonry or plasterboard (fire rated as necessary) on steel stud or a combination of both. The Premises walls shall be built to height noted on the Lease plan or otherwise to match the shopfront height.

Tenancy Entry Doors to Exterior and Mall Common Areas

Frameless automatic glass doors are to be provided to agreed configuration to facilitate occupant access to the tenancy interior in the external facing location detailed on the attached plan. All automatic doors are to be fitted with an emergency exit override function.

Columns

Columns will be either off form concrete or steel and may be treated for fire protection. Columns will be constructed to a grid between 8.5m and 9m spacing.

Flooring

Floors being provided will be a concrete slab structure designed and constructed to the relevant Australian standard.

All additional floor preparation required for the acceptance of final floor finishes shall be the responsibility of the Lessee at the Lessee's cost.

Structure

Structural floor loading suitable for shelved book storage and compactus loading is to be provided in the areas indicated on tenancy plans.

In the hatched areas indicated in the tenancy plans, the structural design of the base building slab shall be configured to accommodate the proposed Lessee installation of lifts, and stairs, however these Lessee installations shall retrofitted to the structure and shall be located not to compromise the designed structural beams, service risers, and columns that provide support for the structure.

Any inter-floor penetrations shall be undertaken by the Lessee in accordance with the structural engineer's

requirements. Further information is provided below under "Chasing and Penetrations".

The mall floor will be finished at a higher level to the Premises to allow for the Lessee's flooring. The Lessee's flooring must be topped or ramped to ensure a flush finish with the mall by the Lessee.

If required, the Lessee will be required to provide expansion joints and waterproofing of wet areas, to suit the Lessee floor finishes.

Doors

Where provided, rear external doors to the Premises will be secured by a pin tumbler lockset. All external doors to be solid core.

Electrical

Electrical power will be supplied to a distribution board located inside the Premises.

A three (3) phase, 80 amp power supply will be provided to a 12-pole distribution board. The distribution board will be fitted with a main switch and will be located inside the Premises on the rear perimeter wall.

A 10A double socket-outlet will be provided as the power supply point for the Lessee's Works. The socket-outlet will be located below and connected to the distribution board with a residual current device (RCD) for earth leakage protection.

Lighting

Lighting is not provided in the Premises.

Telecommunications

A 10 pair communications cable terminated at a distribution frame located adjacent to the electrical distribution board will be provided to the Premises.

It is the responsibility of the Lessee to contact the relevant service provider and arrange for installation and activation of this connection.

Hydraulics

Cold 20mm water supply will be located within the Premises or above ceiling level adjacent to the Premises and terminated with an isolating valve.

A capped 50mm sewer drainage point will be provided inside the Premises as located on the Lease Plans. The connection point will not be provided with a trap vent.

A grease trade waste point is not provided.

Natural Gas Supply

A natural gas supply is not provided.

Air Conditioning

The Premises will be provided with a ducted air conditioning system connected to a central plant or package unit providing a reasonable comfort climate to an open plan layout provided that internal loads within the **Premises** do not exceed the following allowances:

- a. Maximum general light power density of 22 W/m² in accordance with the **Building Code of Australia** / National Construction Code Section J for retail **Premises**.
- b. Maximum power load including equipment and display lighting 25 W/m².
- c. Maximum population density of one person per 3.5m² of net floor area or one person per 5m² of gross floor area (whichever is the smaller density).

Heating is not provided.

Note also that reasonable conditions may not be maintained within the Premises if the Premises shop front opens directly to outside or a non air conditioned space, and the Lessee trades with the shop front open.

Fire Protection Systems

If automatic fire sprinkler protection is required by the Building Code of Australia / National Construction Code or the Fire Engineer, the Premises will be provided with a wet pipe automatic fire sprinkler system which is designed in accordance with AS 2118.1 for Ordinary Hazard 3 occupancy without high pile storage.

Conventional ceiling sprinklers will be provided to suit a ceiling in an open plan in accordance with AS2118.1 to suit an open plan ceiling layout.

The Premises will be provided with a detection system which is designed in accordance with AS 1670.1 to suit an open plan layout.

The Premises will be provided with one EWIS speaker, connected to the Fire Alarm System.

Smoke Exhaust

If a smoke exhaust system is required by the **Building Code of Australia** / National Construction Code or the Fire Engineer, the **Premises** will be provided with mechanical smoke exhaust as set out in the Fire Engineering Report.

Where the **Premises** air conditioning forms part of a smoke hazard management system for the **Centre** the **Lessee** may be required to ensure that the shopfront has a minimum free area even when closed, to allow air flow from the shop to the mall. If this is required the **Lessor** will advise the **Lessee** of the minimum free area that must be incorporated into the shop front design.

Lessor Works at Lessee cost

Where required by the **Lessee** the following works will be undertaken by the **Lessor** at the **Lessee's** cost.

Alterations to the Lessor's Work

- (a) The Lessee must not make any alterations to the Base Building or to the Building Services without the prior written consent of the Lessor.

Air Conditioning

- (a) All design and installation work to modify the air conditioning ductwork, provision of air diffusers, registers, controls and the like within the Premises to suit the Lessee's fitout design.
- (b) Where the Lessee's design does not include a ceiling, all existing ductwork shall be modified as necessary to provide rigid supply and return air ductwork with appropriate registers and grilles fixed directly to the rigid ductwork.
- (c) Where the heat load of the Premises exceeds the Lessor's air conditioning design load the Lessor may require upgrading of the base building air conditioning system or a supplementary air conditioning system to be provided by the Lessor at the Lessee's cost subject to it being practical to do so, and Authority approval.

The upgrading or supplementary air conditioning works may include air conditioning unit(s), filters, ductwork, registers and grilles, connections to outside air, controls and thermostats, power supplies connected to the Lessee's distribution board (including upgrading of power supplies if necessary), pipework, condensate drainage, interface to the fire alarm system and any other works necessary to provide a complete, fully functioning and safe installation that complies with Authority requirements.

Mechanical Ventilation and Exhaust

- (a) Any alterations to the Lessor's mechanical ventilation system as required to suit the Lessee's fitout design.
- (b) Any additional mechanical ventilation or exhaust system required by the Certifier, Local Authority or Lessor, to suit the Lessee's fitout design.

Fire Protection Systems

- (a) All work required to modify the open plan sprinkler and smoke detection layout of the Premises to suit the Lessee's fitout design. Note that where additional protection is required to suit a higher hazard classification than the Ordinary Hazard 3 provided by the Lessor it will require upgrading of the sprinkler range pipework serving the Premises. The maximum sprinkler discharge density available on the site is 17.5 mm / min and this cannot be exceeded. Where the Lessee's fitout design / proposed storage or materials requires a higher sprinkler discharge density then the Lessee must re-design the fit-out / amend storage proposals to suit the available maximum discharge density.
- (b) All work required inside and / or outside the Premises, to upgrade the sprinkler system and / or smoke detection system where the upgrade is required as a result of the fire risk of the Premises being higher than provided for the base building design.
- (c) Any work required outside the Premises, to upgrade the fire hose reel system where adequate coverage is not available from the base building fire hose reels due to the Lessee's fit out design.
- (d) Additional thermal or smoke detectors as required, to suit the layout of the Premises and fitout design
- (e) Additional EWIS loudspeakers if it is required. The Lessee must ensure that any Lessee PA or background music system is automatically overridden in the event of a fire alarm.

Electrical

- (a) All works necessary to relocate the Premises distribution board if required to suit the Lessee's fitout design.

- (b) All works necessary to upgrade the power supply and distribution board for the Premises where the Lessees fit-out requires power supply or distribution board arrangements in excess of the base building provision. Such works may include new metering, new electrical submains from the main switchboard to the tenants distribution board, and new tenants distribution board including main switch and chassis.

Emergency Lighting and Exit Signs

- (a) Installation of emergency lighting and exit signs for the Premises in accordance with the relevant Australian Standards and Authority requirements. The emergency lighting and exit signs will be connected to the load side of the Lessee's lighting circuit breaker together with a "test emergency light" switch facility at the shop distribution board.
- (b) All Emergency and Exit lights within the tenancy must be Clevertronics "Clever-test" emergency lighting and exit signage luminaires. Should an exit sign be required in the retail area of a tenancy, a slim line edge lit type will be used in the front of house area. All other areas including back of house and corridors shall be a typical light box type.

Telecommunications System

All work to upgrade the cabling and distribution frame for the Premises as required by the Lessee.

Hydraulics

- (a) All works required to upgrade or relocate the water supply point and drainage connection point to suit the Lessee's fitout design, where these works occur outside the Premises (including area below floor slab).
- (b) All work to provide a tradewaste drainage connection point inside the Premises, including a grease arrestor or connection to a grease arrestor. A connection fee may apply.
- (c) Premises with predicted high water usage will require a water meter to be installed by the Lessor at Lessee's cost.

Natural Gas Supply

A natural gas supply is not available.

Chasing and Penetrations

- (a) Cutting and opening of the surfaces of the building structure to accommodate the Lessee's services, inclusive of penetrations over and under flashings required in metal roof decks or sheets, concrete suspended slabs, and flashings to exterior walls.
- (b) The Lessee must provide the Lessor with a fully dimensioned chasing and / or penetration layout drawing together with a Registered Structural Engineers certificate confirming that the proposed penetrations will not compromise the structural integrity of the building slabs, walls or roofs. Dimensions are to be referenced to the building grid system.
- (c) The Lessor's nominated Structural Engineer will review the Lessees plans and certification and advise the Lessor. Approval to proceed may be granted or refused at the Lessors sole discretion.
- (d) The Lessee must ensure that all approved chasings and / or penetrations are sealed as necessary to ensure the air sealing, weatherproofing, thermal insulation and fire rating of the structure is not compromised.

Structural Alterations

Any required works to the structure of the Premises or the Centre including Lessor's fixtures and fittings.

Roof Access and Fall Protection

Any works required to provide safe roof access to Lessees installed roof mounted equipment (fans, vents, telecommunication aerials, dishes and the like) including roof walkways from the Centre's roof access points, fall protection anchor points and the like in accordance with AS 1657.

Preliminaries

The Lessee will be required to provide it's own preliminaries including provision of site inductions, temporary power, first aid facilities, rubbish removal and site accommodation. If the tenancy is located within an area under the control of the Builder, then these activities will be undertaken by the Builder at the cost of the Lessee.

Lessee Works at Lessee cost

The Lessee agrees to perform the following works at no cost to the Lessor or the Builder.

However, before any work is commenced, the Lessee must ensure that a written EH&S management system is developed. A copy must be provided to those who are to execute the Lessee's Works. The works are to be carried out in accordance with the written EH&S management system and in such a way as to ensure that no risk to health or safety arises.

General

- (a) The Lessee's Work will comprise all works other than the Lessor's Work, as required to complete the construction of the shopfront and the fitout of the interior of the Premises in accordance with the Lessee's fitout design. It will generally include, but not be limited to, the work described in this section.
- (b) All staff amenities other than those shared in common with other Lessees and as provided by the Lessor or Builder must be installed by the Lessee. All temporary services, toilet facilities, hoisting facilities and carting away of rubbish which the Lessee may require, must be provided by the Lessee.
- (c) The Lessee is to provide for space within the Premises for the holding or temporary storage of waste. Where required by the Authorities, recyclable compost and other garbage are to be held in separate containers.

Flooring

- (a) The Lessee is to install all floor coverings within the Premises and allow for all transitions to the finished mall floor surfaces using flat bar metal insert or equivalent. All in compliance with the Authorities requirements.
- (b) Waterproof Membrane
 - (i) In Premises where water is used for the purpose of washing down areas, the Lessee must install a wet application type waterproof membrane between the floor slab and the finished floor. The membrane must return a minimum of 300mm up the wall faces within the Premises and must contain all water discharged or used within the Premises so as not to affect or spill to other areas outside of the Premises and in particular to the adjacent or below tenancies; and
 - (ii) Where a waterproof membrane is required to cross an expansion joint within the Premises, the Lessee must install a suitable waterproof system that will not allow water to penetrate through the expansion joint as movement occurs. In such case the Lessee must provide full details of the proposed solution to the Lessor and Builder for review and approval prior to installation.
 - (iii) The membrane shall be to a specification satisfactory to the Lessor, and a written warranty for material and workmanship must be provided to the Lessor on completion. The Lessee must provide proof of all installation, witness testing and provide an inspection report to meet the Lessor's requirements. The Lessor's Nominee must inspect the membrane prior to any floor coverings being applied by the Lessee; 72 hours' notice is to be provided by the Lessee to the Lessor for inspection.
- (c) Due allowance is to be made in the Lessee's finishes for expansion joints in the floor, walls, ceilings and columns. Where expansion joints occur the Lessee's Works shall not affect the free movement of the structure and all fitout details and must not bridge the joints. Chases or saw cuts or any alterations to the structure of the Centre including the structural floor slab or columns are not permitted unless prior approval of the Lessor and Builder has been obtained.
- (d) The Lessor must be advised of all structures or items that constitute a heavy load (such as walls, safes, other heavy equipment etc) and specify the dimensions, locations and weights of these items. These items shall be included in the preliminary concept documentation so that the Lessor's nominated structural engineer may approve them.
- (e) All floor finishes are to be installed by the Lessee's Shopfitter. This includes any preparation works required to take the Lessee finish. The Lessor does not provide a floor slab ready for floor finishes to be directly applied. Floors must not be chased or penetrated by the Lessee without the prior written consent of the Lessor. Floor finishes must finish flush with the mall floor.
- (f) The Lessee's floor must be ramped to match the mall floor finish level. No cover strips, rubber in-fills or unfinished edges will be acceptable. A stainless steel flat bar insert or junction strip approved by the Lessor must be utilised.

- (g) Where expansion and construction joints are located within the Premises (site inspection required to identify), the Lessee must allow for the building movement through their finishes and fixtures. Details are to be approved by Lessor.

Walls

- (a) The Lessee must install all walls and partitions within the Premises.
- (b) Wall shelving and fittings must be self-supporting and walls must not have fixtures or fittings secured to them unless additional structure is provided.
- (c) Chases, holes or saw cuts into inter-tenancy walls are not permitted without prior approval.
- (d) If noise generated within the Premises causes the noise level in the adjacent tenancies to exceed NR 45 then the Lessee must extend and seal the inter-Premises wall to the underside of the slab or roof over and line the walls to achieve an STC rating of 50db. The Lessee must provide proof of installation and the achievement of the acoustic requirement.

Doors

It is the responsibility of the Lessee to change the locks on any doors provided by the Lessor, after the Handover Date. These doors may be locked but must be operable in the event of an emergency and comply with the requirements of all Authorities. Exit signage shall be installed and maintained by the Lessee.

Electrical

The Lessee shall ensure that all electrical works are designed by a suitably qualified RPEQ Electrical Engineer or QBSA Licensed Electrician with Design Certification, and designed and installed in accordance with the National Construction Code and AS3000 Wiring Rules (latest edition).

- (a) The Lessee must provide a schedule of all equipment including load ratings and supply and install all electrical equipment and reticulation throughout the Premises, including:
- (i) RCD protected circuit breakers to the electrical distribution board for all light and power circuits;
 - (ii) light fittings and associated circuits, wiring, controls and the like, all lighting to comply with the National Construction Code Section J in terms of energy efficiency – refer also to section 14 "Lighting" below;
 - (iii) general and any special purpose power socket outlets and associated circuits and wiring as required to suit the Lessees fit-out design and proposed equipment;
- (b) any other electrical equipment required as part of the Lessees fit-out design. Appliances must comply with the State and / or Local Government requirements in respect of energy efficiency;
- (c) hot water system - if required by the Lessee;
- (b) Provide an electrical service to shopfront signage. A time switch shall be part of the shopfront sign electrical installation, to allow illumination of the sign during or outside of the shopping Centre trading hours as required by the Lessor;
- (c) Stand-by lighting, if required by the Lessor, installation will be inclusive of wiring, controls, light fixture and switches;
- (d) No power poles or exposed cabling are to be used. All power should be fed from the floor or ceiling, and cables routed through joinery or floor boxes. Exposed leads are not permitted.
- (e) The Lessee is responsible for all applications to the nominated power supply provider for installation and activation of the electricity connection.
- (f) The Lessee is responsible for all applications to the nominated telecommunications / data provider for installation and activation of the communications connection.
- (g) All applications for power or telecommunications / data connections must be made in a timely manner to ensure the works are undertaken and completed in accordance with the approved construction program.

Lighting

- (a) The Lessee should engage a professional lighting consultant when selecting lighting fittings. The Lessee must provide a Form 15 design compliance certificate confirming compliance with the National Construction Code Section J requirements and Australian Standards for interior (and if applicable exterior) lighting.
 - (i) All lighting must be energy efficient and comply with the BCA / NCC Section J light power density limits.
 - (ii) Lighting must complement the mood and image of the Premises, with adequate focus on the merchandise displayed.
- (b) Where shopfronts are external, consideration should be given to day/night solutions. Daylight sensor controlled perimeter / shopfront lighting must be provided in accordance with NCC Section J requirements where it is not specifically required for display highlighting purposes.

Hydraulics

The Lessee must carry out all plumbing and drainage services within the Premises to meet the National Plumbing Code and all local and statutory approvals inclusive of but not limited to:

- (a) connection to cold water supply point provided by the Lessor;
- (b) hot and cold water reticulation serving all fixtures;
- (c) plumbing and drainage service between all fixtures and the drainage points as provided by the Lessor;
- (d) all venting;
- (e) installation of sinks, basins, fittings and fixtures etc.

All tapware and fixtures shall be 5 star WELS rating.

Air Conditioning

Any alterations or additions to the ducted air conditioning system within the Premises is Lessors work at Lessee's cost.

Mechanical Ventilation and Exhaust

- (a) The Lessee must engage a RPEQ Mechanical Engineer or suitably qualified and QBSA licensed (including design) person to design general ventilation and / or exhaust systems where required for the Premises and to comply with the following:
 - (i) The BCA / NCC
 - (ii) AS 1668.1 and 1668.2;
 - (iii) OH&S and Health legislation
 - (iv) Other requirements of authorities having jurisdiction; and
- (b) Any mechanical ventilation or general exhaust system works outside of the Premises must be carried out by the Lessor at the Lessee's cost.
- (c) Mechanical ventilation and exhaust systems include ventilation and exhaust fans, ductwork, access panels, hoods, filters, controls, interface with fire alarm system where required, electrical installation and any other necessary work. The system must be powered from the Lessee's electrical distribution board.
- (h) Exhaust must be discharged directly into the atmosphere in accordance with AS 1668.2 and Local Authority requirements.
- (i) The Lessee must submit design details to the Lessor for approval prior to commencement of any installation works, and submit a compliance certificate at the completion of the work within the timeframes agreed between the Lessor and the Lessee.

Refrigeration Compressors, Condensers and Ventilation of Equipment

All refrigeration compressors and condenser units are to be located remotely in a location agreed with the Lessor.

- (a) Refrigeration and cabinets with internal compressors and condensers are not to exhaust into the Common Area. All equipment is to vent into the Premises. Grilles, louvres and vents will not be acceptable in the external face of the Premises unless specifically approved by the Lessor.
- (b) The Lessee must submit design details to the Lessor for approval.
- (c) The Lessee must provide certification to the Lessor on completion.
- (d) The Lessee's plant and equipment must be located as per the Lessor's requirements

Fire Protection Systems

- (a) The Lessee must provide all fire fighting equipment for the Premises to the Authority and Fire Engineer's requirements, including portable fire extinguishers, chemical automatic fire suppression system, fire blankets, etc, but excluding automatic fire sprinkler and detection system.
- (b) The Lessee must submit to the Lessor details of the fire fighting equipment installed in the Premises.
Note: the Lessee must maintain the fire fighting equipment in accordance with the Authority's requirements and provide access for the Lessor to carry out regular inspections.

Security

- (a) Where the Lessee requires a security system for its business the Lessee must install the same within the Premises inclusive of wiring, lights, alarms and locks.
- (b) Security cameras and monitors are to be located within the Premises.
- (c) Any security measures can only be applied and used inside the Premises and not in Common Areas.

Incidental Structural Work

The Lessee must carry out all incidental structural work and support systems required for correct installation of partitions, shopfront, internal fixtures, signage, awnings and mechanical equipment to the Lessor's approval.

Transportation Equipment

The Lessee shall install conveyors, lifts, hoists and other equipment inclusive of structural support systems, electrical installation and other services in accordance with requirements of the Authority. The Lessor may carry out part or all of these works at the Lessee's cost where the Lessor considers that they may impact on the Premises, the structure of the Centre or the building services of the Centre.

Fire Rating of the Centre

In undertaking its works or business the Lessee must at all times ensure that the fire rating integrity of the Centre is not compromised.

In the event any damage or break in the fire rating integrity of the Centre as a result of the Lessee's Works the Lessee shall make good at its own expense. Where the Lessee fails to carry out such works the Lessor may do so at the Lessee's cost.

All Other Work

All other works necessary for the completion of the shop fit-out is at the Lessee's cost except where otherwise agreed in the Lease Documents or this Scope of Works.


Planning Agreement

Signing page

SIGNED as a deed

Signature by Council

Signed for an on behalf of the **Council of the City of Ryde** by a duly authorised officer (who by their signature testifies that they are duly authorised to sign this instrument) in the presence of



Signature of witness

DAVID MATTHEWS

Name of witness



Signature of the Authorised Officer

GEORGE DEVES

Name of and position of the Authorised Officer
GENERAL MANAGER

Signature by the Developer

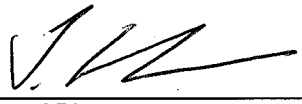
Executed by **AMP Capital Funds Management Limited** as responsible entity for the AMP Capital Shopping Centre Fund in accordance with section 127 of the *Corporations Act 2001*



Signature of Director / Secretary

WITNESS

Signature of Director / Secretary



Signature of Director TRUDY JANE CLARKE

POA - BOOK: 4746
NO: 35

Name of Director
POA - BOOK: 4746
NO: 35

Executed by **AMP Capital Funds Management Limited** as responsible entity for the AMP Capital Diversified Property Fund in accordance with section 127 of the *Corporations Act 2001*



Signature of Director / Secretary *witness*

Signature of Director / Secretary



Signature of Director TRUDY JANE CLARKE

POA - BOOK: 4746
NO: 35

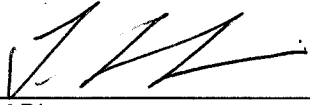
Name of Director
POA - BOOK: 4746
NO: 35

Executed by **AMP Macquarie Pty Limited** as trustee of the AMP Macquarie Trust in accordance with section 127 of the *Corporations Act 2001*



Signature of Director / Secretary *Witness*

Signature of Director / Secretary



Signature of Director
Book: 4746 - POA TRUDY JANE CLARKE
NO: 35

Name of Director
POA - Book: 4746
NO: 35

