

ANNEXURE “A”

Terms of Positive Covenant

The Registered Proprietor of the land in Certificate of Title Folio Identifiers 100/1015283C and 101/1015283D (“**Westfield Warringah Land**”) from time to time covenants with the Prescribed Authority that it shall following issue of any Occupation Certificate for the Stage 2 upstream works (as shown in plan SW-002 Rev B referred to in the Development Consent), do all things necessary upon so much of the land held by the Prescribed Authority in Certificate of Title 30/204107 (“**Relevant Land**”) as necessary to fulfil the obligations of the Condition No. 66 and Condition No. 67 of the Development Consent in accordance with the terms of this instrument.

1. The obligations of the Registered Proprietor under this instrument in respect of the Relevant Land must only be exercised by the Registered Proprietor at reasonable times and in accordance with the following terms and conditions:
 - (a) the Registered Proprietor remains at all times responsible for all the cost of the Structures and Works and their maintenance and of fulfilling its obligations under the Conditions and Development Consent; and
 - (b) the reasonable use of the Relevant Land as community land/public land under the Local Government Act 1993 (NSW) must not be interfered with; and
 - (c) access to the Relevant Land occurs after the giving of reasonable (where possible at least 3 weeks) notice served on the owner of the Relevant Land or where there is a risk of failure of the Structure and Works, immediately; and
 - (d) all work and access contemplated herein is done in accordance with the requirements of the Conditions and reasonable directions of the Prescribed Authority and carried out as quickly as is practicable; and
 - (e) as little inconvenience as is practicable is caused to the owner and any occupier of the Relevant Land; and
 - (f) as little damage as is practicable is caused to the Relevant Land and any improvements on it, and any damage caused in the carrying out of the works (Structure and Works) is to be rectified by the Registered Proprietor of the Westfield Warringah Land; and
 - (g) the Registered Proprietor of the Westfield Warringah Land enters upon the Relevant Land to fulfil its obligations under the Conditions and undertake the Structures and Works at its own risk having obtained and kept current all relevant insurances in their name and noting the interest of the Prescribed Authority, accepts the Relevant Land “as is” and is responsible for any damage, loss or injury (including to persons) it causes and in doing so the Registered Proprietor indemnifies and keeps indemnified the Prescribed Authority against any loss, demands, suits, proceedings or claims whatsoever made against the Prescribed Authority in connection with or arising from the Registered Proprietor’s obligations under this public positive covenant except to the extent

that such damage, loss or injury (including to persons) is caused or contributed to by the act, omission, default or negligence of the Prescribed Authority.

2. The Registered Proprietor will comply with the terms of any written notice issued by the Prescribed Authority (acting reasonably) in respect of the non-compliance with the terms of this public positive covenant requirements of this covenant within the time stated in the notice (which will be reasonable having regard to the nature of the non-compliance).
3. Pursuant to section 88(F) of the Conveyancing Act 1919 (NSW), the Prescribed Authority shall have the following additional rights pursuant to this Covenant:
 - 3.1 in the event that the Registered Proprietor fails to comply with the terms of any written notice issued by the Prescribed Authority in respect to any non-compliance with the terms of this public positive covenant the Prescribed Authority or its authorised agents may enter the Relevant Land with all necessary materials and equipment and carry out any work which the Prescribed Authority in its discretion considers reasonable to rectify the non-compliance; and
 - 3.2 The Prescribed Authority may recover from the Registered Proprietor in a Court of competent jurisdiction:
 - (a) any expense reasonably incurred by it in exercising its rights under clause 3.1; and
 - (b) legal costs on an indemnity basis for the issue of any notices in accordance with clause 2. and recovery of any cost or expense together with the costs and expenses of registration of a charge pursuant to section 88F of the Conveyancing Act 1919 (NSW) or providing any certificate required pursuant to section 88G of the Conveyancing Act 1919 (NSW) or obtaining any injunction pursuant to section 88H of the Conveyancing Act 1919 (NSW).

The Registered Proprietor further covenants with the Prescribed Authority that it shall following issue of any Occupation Certificate for the Stage 2 upstream works (as shown in plan SW-002 Rev B referred to in the Development Consent), do all things necessary upon so much of the land in Certificate of Title 2/600059 (“**Related Land**”) as necessary to fulfil the obligations of the Condition No. 66 and Condition No. 67 of the Development Consent in respect of the Related Land.

This public positive covenant is made pursuant to section 88E of the Conveyancing Act 1919 (NSW). The name of the Prescribed Authority with the power to release, vary or modify this instrument is the Northern Beaches Council.

Definitions

“**Development Consent**” means the development consent issued by the Northern Beaches Council with DA No. 2008/1742 dated 16 May 2012 as modified.

“**The Conditions**” means conditions 66 and 67 of the Development Consent.

“**Occupation Certificate**” means an occupation certificate issued pursuant to the Environmental Planning and Assessment Act 1979 (NSW) for the works approved under the Development Consent in relation to the Relevant Land.

“**Registered Proprietor**” includes all of its heirs, executors, assigns and successors in title.

“**Structures and Works**” means all structures and works constructed in accordance with the Development Consent on the Relevant Land, in particular The Conditions.

Execution by the Registered Proprietor

SIGNED SEALED AND DELIVERED by
SCENTRE MANAGEMENT LIMITED
(ACN 001 670 579) by its attorneys under Power
of Attorney Book No.
dated
in the presence of:

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Signature of Attorney

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Name of Attorney

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Signature of witness

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Signature of Attorney

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Name of witness

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Name of Attorney

SIGNED SEALED AND DELIVERED by
AMP WARRINGAH MALL PTY LTD
(ACN 108 254 100) by its attorneys under Power
of Attorney Book No.
dated
in the presence of:

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Signature of Attorney

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Name of Attorney

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Signature of witness

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Signature of Attorney

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Name of witness

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Name of Attorney