

10 September 2021

Brookfield PSE B17 Pty Ltd
PO Box 372
Hamilton QLD 4007

Dear Sir/Madam,

RE: DEV2019/1073 – Change to Development Approval

Brookfield PSE B17 Pty Ltd, as the owner of the premises identified below consent to the making of all necessary development applications (including Change and Extension Applications) needed to facilitate the development of the land under the Economic Development Act 2012 by **Brookfield PSE B17 Pty Ltd C/- Saunders Havill Group**.

Premises Details

- 15 Wharf Street, Hamilton (Lot 704 SP287531)

Executed by Brookfield PSE B17 Pty Ltd ACN 111 118 748 by its duly appointed attorneys under power of attorney 720810522 who state they have received no notice of revocation of the power of attorney, in the presence of:



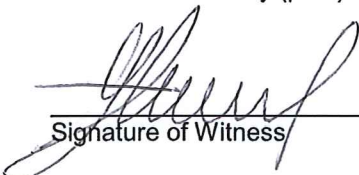
Signature of Attorney

Lee Stewart Butterworth

Full name of Attorney (print)

Director

Position of Attorney (print)



Signature of Witness

Michael Stanfield

Name of Witness (print)



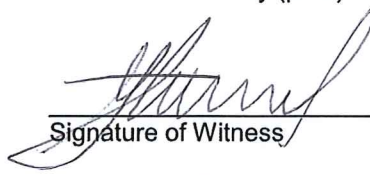
Signature of Attorney

Brooke Curry

Full name of Attorney (print)

Development Manager

Position of Attorney (print)



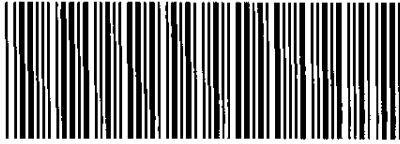
Signature of Witness

Michael Stanfield

Name of Witness (print)

**REQUEST TO REGISTER POWER OF ATTORNEY/
REVOCATION OF POWER OF ATTORNEY**

5



720810522

Lodger (Name, address, E-mail & phone number)

Lodger Code

Gadens Lawyers
111 Eagle Street
BRISBANE QLD 4000
Tel: 3231 1666

162A]

\$195.00
24/05/2021 11:46

Ref: MJR:202101225

BE 804

1. Principal (Donor) Given names

Surname/Company name and number

Brookfield PSE B17 Pty Ltd ACN 111 118 748

2. Attorney (Donee) Given names

Surname/Company name and number

Each person who holds the position of "Company Director" of the Principal at the time of executing the Document

Each person who is appointed by company resolution by the Principal as an authorised representative to execute Material Documents

Each person authorised under BRP SADPP to execute Documents that are not Material Documents in accordance with their limits of authority as set out in the BRP SADPP

Each person who holds the position of "Project Director", "Senior Development Manager" or "Development Manager" in the Brookfield Residential Properties business unit at the time of executing the Document

3. Request

It is requested that you register:

*Power of Attorney produced with this request

*Power of Attorney Clause No. in Dealing No.

*Power of Attorney Clause No. in Document dated produced with this request

*Power of Attorney Pursuant to Section (name of legislation)

*the attached Revocation of Power of Attorney Dealing No.

*delete statements not applicable

4. Execution

21 15 12021

Matthew Jon Raven
Solicitor

Execution Date

Applicant's or Solicitor's Signature

Note: A Solicitor is required to print full name if signing on behalf of the Applicant

Power of Attorney

Brookfield PSE B17 Pty Ltd ACN 111 118 748

1. Appointment

By this deed poll, Brookfield PSE B17 Pty Ltd ACN 111 118 748 (**Principal**) appoints each person described in Schedule 1 of this deed to be its attorney (**Attorney**) with power (without assumption of personal liability in the name of the Attorney or of the Principal):

1. to execute as an agreement under hand or to sign, (if required) seal and deliver as a deed, on behalf of the Principal and in accordance with the requirements set out in Schedule 1:
 - (a) the document or documents described in Schedule 2 of this deed; and
 - (b) any other document or instrument referred to in or relating to any document described in Schedule 2 of this deed,(each a **Document**);
2. to exchange or deliver (unconditionally or with such conditions as the Principal may impose in its discretion) any Document;
3. to complete any blanks in any Document;
4. to give notices and communications under or in connection with any Document; and
5. generally, to do anything which in the opinion of the Principal is necessary, advisable or incidental in connection with any transaction contemplated by any Document or the effective exercise of any of these powers.

2. Undertakings

The Principal undertakes that:

1. an Attorney may exercise any of these powers while acting as the attorney or agent of any other principal;
2. this Power continues in full force and effect until written notice of revocation of this deed is received by each Attorney;
3. it indemnifies each Attorney in respect of any liability arising from or in connection with the lawful exercise by any Attorney of any of these powers before that Attorney receives notice of revocation of this deed;
4. all things lawfully done in performance of this deed by an Attorney before that Attorney receives notice of revocation of this deed will be as good, valid and effective as if they had been done by the Principal, and which the Principal will ratify and confirm;
5. any person or corporation dealing with any Attorney in good faith may accept a written statement by that Attorney to the effect that no notice of revocation of this deed has been received by that Attorney as conclusive evidence of that fact; and
6. the Principal will stamp and register this deed in any jurisdiction where required or, if any Attorney determines to do so, that Attorney may (with full indemnity from the Principal) stamp and register this deed in any jurisdiction.

BE 804

720810522

3. Jurisdiction

This deed is governed by and is to be construed in accordance with the laws of Queensland.

4. Interpretation

In this deed:

Brookfield Residential Properties means the residential business unit of Brookfield Australia Investments Limited.

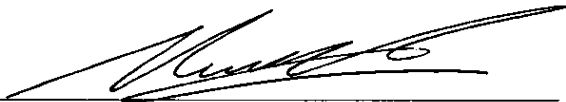
BRP SADPP means the Brookfield Residential Properties Signing Authority Delegation Policy and Process as amended from time to time.

Material Document has the same meaning as in the BRP SADPP from time to time.

5. Execution

Executed and delivered as the deed poll of the Principal on 25 January 2021.

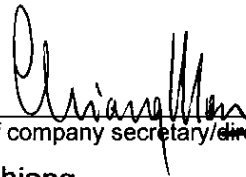
Executed by Brookfield PSE B17 Pty Ltd ACN 111 118 748 in accordance with section 127 of the Corporations Act 2001 (Cth):



Signature of director

Shane Ross
Director

Full name of director



Signature of company secretary/director

Men Chiang
Company Secretary

Full name of company secretary/director

Schedule 1 - Attorneys

- (a) Each Document that is a Material Document executed (or signed and sealed) by Attorneys under this deed must only be executed (or signed and sealed) by:
- (i) one authorised representative from the corporate group ("Category A" Authorised Representative) set out below; and
 - (ii) one authorised representative from the project group ("Category B" Authorised Representative) set out below.
- (b) Each Document that is not a Material Document executed (or signed and sealed) by an Attorney under this deed may be executed (or signed and sealed) by either a "Category A" Authorised Representative or a "Category B" Authorised Representative as set out below, in accordance with their limits of authority as set out in the BRP SADPP.

"Category A" Authorised Representative

- Each person who holds the position of "Company Director" of the Principal at the time of executing the Document;
- is appointed by company resolution by the Principal as an authorised representative to execute Material Documents; and
- is authorised under BRP SADPP to execute Documents that are not Material Documents in accordance with their limits of authority as set out in the BRP SADPP.

"Category B" Authorised Representative

- Each person who holds the position of "Project Director", "Senior Development Manager" or "Development Manager" in the Brookfield Residential Properties business unit at the time of executing the Document;
- is appointed by company resolution by the Principal as an authorised representative to execute Material Documents; and
- is authorised under BRP SADPP to execute Documents that are not Material Documents in accordance with their limits of authority as set out in the BRP SADPP.

Schedule 2 - Documents

1. Any Material Document
2. Any agreement or deed
3. Any agreement or deed in contemplation of an acquisition or disposal of any interest in real or personal property in Queensland (**Property**) between the Principal and a seller or buyer (**Contract**)
4. Any option for the acquisition or disposal of Property between the Principal and a seller or buyer (**Option**)
5. Any variation of a deed, Contract or Option
6. Any rescission of a deed, Contract or Option
7. Any notice or communication given under a deed, Contract or Option
8. Any form or document (electronic or otherwise) required to effect a transfer of any Property
9. Any other form or document (electronic or otherwise) related to the transfer of any Property
10. Any mortgage, caveat or any other form of security relating to the Property or required under a Document
11. Any plan of subdivision
12. Any easement
13. Any lease
14. Any covenant
15. Any community management statement
16. Any building management statement
17. Any disclosure statement
18. Any other document which, in the opinion of an Attorney, is necessary, advisable or incidental to or in connection with any transaction contemplated by any Document
19. Any authority or consent relating to the Property, a Contract, an Option or any other Document
20. Any variation of any Document

(This form must accompany Titles Registry Form 1 – Transfer when lodged in the Titles Registry)

PART B – Transferor to complete

Title reference [51138237] Page 2 of 2

Electronic version – for completion before printing one-sided only.

Mark appropriate [] with 'X'

Where insufficient space in an item, use Form 20 (Enlarged Panel).

Refer to guide for completion for further information and details about the purpose of the collection of information.

3. Transferor's residential or business address after settlement

Level 19, 10 Carrington Street, Sydney NSW 2000

4. Details of sale price (Sale price must include GST if applicable)

(a) Property excluding water allocation		(b) Water allocation - N/A [X] OR complete below	
Cash	\$18,470,348	Cash	\$
Vendor terms	\$	Vendor terms	\$
Assumption of liabilities	\$	Assumption of liabilities	\$
	\$		\$
Other (specify above)		Other (specify above)	
Total	\$18,470,348	Total	\$

5. Property details

(a) Land / Water allocation description		(b) Property address (leave blank for water allocations)			
Lot	Plan type & no.	Street no.	Street name	Suburb/Town/Locality	Postcode
Lot 704	SP287531	15	Wharf Street	Hamilton	4007

(c) Property transferred includes: (d) Current land use: (e) Water allocation - N/A [X] OR complete below

Plant & machinery	[]	Vacant land	[]	(i) Is water allocation unsupplemented?
Livestock	[]	Dwelling	[]	NO [] YES [] > complete (ii) below
Crops	[]	Multi-unit	[]	
Existing right	[]	Flats	[]	(ii) Reference number of the water allocation
Movable chattels	[]	Guest house / Private hotel	[]	dealing certificate - unsupplemented
Water licence	[]	Farming	[]	
Interim water allocation	[]	Industrial	[]	
Other:	[]	Commercial	[X]	
		Other:	[]	

(f) Safety switch

- (i) Is an electrical safety switch installed? N/A [X] NO [] YES []
- (ii) Has transferee been informed in writing about its existence? N/A [X] NO [] YES []

(g) Smoke alarm

- (i) Is a compliant smoke alarm/s installed? N/A [X] NO [] YES []
- (ii) Has transferee been informed in writing about its existence? N/A [X] NO [] YES []

6. Transaction information

- (a) Is there an agreement in writing for the transfer of dutiable property? NO [] YES [X] > If Yes, complete (b) below
- (b) If Yes, provide the date of the written agreement (dd/mm/yyyy) - ____/____/2021
- (c) Were any transferees related to or associated with any transferors at the date of the dutiable transaction? NO [] YES [X] > If Yes, complete (d) below
- (d) If Yes above, state the degree of relationship / association and supply evidence of value to Office of State Revenue - Transferor and Transferee are wholly owned subsidiaries of Brookfield Australia Investments Limited
> See guide for completion
- (e) Is the consideration less than the unencumbered value of the property included in this transaction? NO [X] YES [] > See guide for completion
- (f) Is this transaction part of an arrangement that includes other dutiable transactions? NO [X] YES [] > See guide for completion
- (g) Is GST payable on this transaction? See guide for completion NO [X] YES [] > If Yes, complete (h) below
- (h) If GST is payable, is the transaction under the margin scheme? NO [X] YES []
- (i) Is any transferor a non-Australian entity? NO [X] YES [] > See guide for completion