

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE 045A

GLOBALX LEGAL SOLUTIONS
GPO BOX 2746
BRISBANE QLD 4001

Registration Date:	05/08/2021 13:57
Lodgement No:	5127325
Office:	BRISBANE
Box:	45

DEALINGS REGISTERED

POWER OF ATTORNEY No 720978339

** End of Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

Clerk Services

HWL EBSWORTH LAWYERS

Contact Name: Dhivya Kalyanakumar
Phone: 9334 8555, Fax:
Email: dkalyanakumar@hwle.com.au
Address: Level 14, Australia Square 264-278 George
Street Sydney
NSW 2000

Order No: 9324836
Matter/Office Ref: 1058671

Manual Service

- Lodgement
- Stamping
- Complete Digital Duties Form
- Court Filing
- Court Searching
- Other

Please provide the following Services: Lodgement: Over the Counter

Documents Attached	
Please find registered POA over dealing 720978339 returned herewith.	
Cheque Attached :	
Instructions	

Please print this sheet and attach to the documents to be sent to

For Office Use

Service Code: _____
 Settled By: _____
 Advised: _____
 Documents Returned

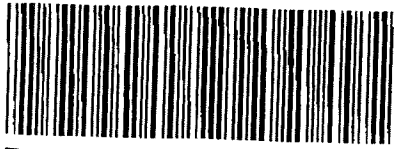
GLOBALX

GPO Box 2746 BRISBANE QLD 4001
Phone: 07 3328 6134, Fax: 07 3831 2109
GlobalX Legal Solutions, L6 410 Ann Street, Brisbane
DX: 112 BRISBANE

QUEENSLAND TITLES REGISTRY
Land Title Act 1994 and Land Act 1994

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

FORM 16 Version 4
Page 1 of 11



720978339

\$197.00

30/07/2021 08:20

BE 804

Lodger(Name, address & phone number)

James Lonie
HWL Ebsworth Lawyers, Level 14
Australia Square 264-278 George Street,
Sydney NSW 2000
Ph: +61 2 9334 8762

9324836

**Lodger
Code**

45A

Globalx

1. Principal (Donor) Given names
Centuria Property Funds Limited

Surname/Company name and number
ACN 086 553 639

2. Attorney (Donee) Given names
Members of the Centuria Senior Executive Committee
whose appointment has been approved by the directors of
Centuria Property Funds Limited

Surname/Company name and number

jointly in accordance with the Power of Attorney

3. Request

It is requested that you register:

Power of Attorney produced with this request



4. Execution

21 / 07 / 2021
Execution Date

Applicant's or Solicitor's Signature

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

James Lonie

Power of Attorney

Centuria Property Funds Limited

720978339

\$197.00
30/07/2021 08:20

BE 804

Table of contents

1.	Definitions	1
2.	Appointment	1
3.	Approved Document	2
4.	Powers	2
5.	Use of name	2
6.	Benefit to Attorney	3
7.	Ratification	3
8.	Evidence of non-revocation	3
9.	Reliance on appointments	3
10.	No warranty	3
11.	Indemnity	4
12.	Registration and stamping	4
13.	Revocation	4
14.	Governing law	4
Schedule 1	Approved Documents	5

Power of Attorney

Date 24 June 2021

Parties	<p>Centuria Property Funds Limited</p> <p>ACN 086 553 639 of Level 41, Chifley Tower, 2 Chifley Square, Sydney NSW 2000</p> <p style="text-align: right;">(Principal)</p>
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1. Definitions

1.1 Definitions

In this power of attorney:

Approved Document	has the meaning given in clause 3.
Attorney	means each person who is a member of the Centuria Senior Executive Committee from time to time whose appointment has been approved by the directors of the Principal or Centuria Capital Limited.
Board	means the board of directors of the Principal.
Centuria	means the Principal and any of its related bodies corporate.
including	means including without limitation.
related body corporate	has the same meaning as under the Corporations Act (Cth) 2001.

2. Appointment

The Principal appoints the Attorneys as the Principal's attorneys to exercise, subject to any conditions and limitations set out in this power of attorney, the powers granted by this power of attorney (including to execute any document), until such time as this power of attorney is revoked in accordance with clause 13. The authority of the Attorneys provided under this power of attorney extends to each capacity in which the Principal enters into an Approved Document (that is, whether acting in its personal capacity or in its capacity as a trustee, responsible entity or custodian).

3. Approved Document

Each document described in Schedule 1 to which the Principal is, or is expressed to be a party, is an **Approved Document**.

4. Powers

Two Attorneys jointly together are empowered to:

- (a) execute under hand or under seal and deliver (which delivery may be conditional or unconditional) an Approved Document in a form and of substance as the Attorneys think fit;
- (b) complete any blanks in an Approved Document;
- (c) amend, vary or novate an Approved Document as the Attorneys think fit (including, but not limited to, amending or varying the parties and whether the amendment, variation or novation is made before, at or after first execution of the Approved Document), and execute under hand or seal and deliver (which delivery may be conditional or unconditional) any document which effects or evidences any such amendment, variation or novation;
- (d) do any thing which in the opinion of the Attorneys is necessary, expedient, incidental to or in any way relates to any Approved Document or any document referred to in clause 4(c) or to any transaction contemplated by any Approved Document or any document referred to in clause 4(c);
- (e) do any thing which ought to be, or can be, done by the Principal under any Approved Document or any document referred to in clause 4(c);
- (f) do any thing which in the opinion of the Attorneys is necessary, expedient, incidental or desirable for securing, perfecting or registering any Approved Document or any document referred to in clause 4(c) or any transaction contemplated by any Approved Document or any document referred to in clause 4(c);
- (g) do any other thing (whether or not of the same kind as the above) which in the opinion of the Attorneys is necessary, expedient or desirable for giving effect to the provisions of this power of attorney or any Approved Document or any document referred to in clause 4(c);
- (h) stamp and register this power of attorney;
- (i) execute any document, agreement, form, letter or certificate given, or required to be given, under or in connection with any document referred to above or any transaction evidenced by any Approved Document; and
- (j) execute any form, document or instrument required to effect registration of any document referred to above or interest granted or contemplated by any document referred to above.

5. Use of name

An Attorney may exercise a power under this power of attorney in the name of the Principal or in the name of the Attorney and as the act of the Principal.

6. Benefit to Attorney

An Attorney may exercise a power under this power of attorney even if the Attorney benefits from the exercise of that power.

7. Ratification

The Principal declares that all acts, matters and things done by an Attorney in exercise of its powers under this power of attorney will be as good and valid as if they had been done by the Principal. The Principal undertakes to ratify and confirm any act of an Attorney in exercise of its powers under this power of attorney.

8. Evidence of non-revocation

Subject to clause 13, the Principal declares that a person or entity which deals with an Attorney may accept, as conclusive evidence of the fact, a written statement signed by the Attorney to the effect that this power of attorney has not ceased or has not been revoked or limited.

9. Reliance on appointments

A person, including, but not limited to, any registration authority in Australia or elsewhere, dealing with an Attorney or a person purporting to be an attorney under this power of attorney:

- (a) is entitled to rely on execution of any document by that person as conclusive evidence that:
 - (i) the person holds the office set out in this power of attorney;
 - (ii) the powers under this power of attorney have come into effect;
 - (iii) the powers under this power of attorney have not been revoked; and
 - (iv) the right or power being exercised, or purported to be exercised, is properly exercised and that the circumstances have arisen to authorise the exercise of that right or power; and
- (b) is not required to make any enquiry in respect of any of the matters specified in clause 9(a).

10. No warranty

The exercise by an Attorney of any power under this power of attorney does not constitute:

- (a) a warranty, express or implied, on the part of the Attorney, or on the part of any firm of which the Attorney is a partner or an employee, as to the Attorney's authority to exercise the power or as to the validity of this power of attorney; or
- (b) an assumption of personal liability by the Attorney in exercising the power.

11. Indemnity

The Principal indemnifies each Attorney against all claims, demands, losses, damages, costs, charges, outgoings and expenses however suffered or incurred by the Attorney in respect of the exercise of any of its powers under this power of attorney.

12. Registration and stamping

The Principal must do all things necessary to ensure the registration and stamping of this power of attorney in all jurisdictions in which it must be registered and stamped to ensure its enforceability and validity for the purposes of this power of attorney.

13. Revocation

The appointment of any Attorney under this power of attorney is revoked:

- (a) immediately on written notice from the Principal to the relevant Attorney;
- (b) immediately and automatically when the relevant Attorney ceases to be a member of the Centuria Senior Executive Committee; and
- (c) immediately and automatically when the relevant Attorney ceases to be an employee of Centuria.

14. Governing law

This power of attorney is governed by the laws of New South Wales.

Schedule 1 Approved Documents

Each of the following is an Approved Document:

A. Property related and other documents

1. Lease.
2. Sublease.
3. Variation of lease.
4. Surrender of lease.
5. Lease renewal or extension.
6. Agreement for lease.
7. Development applications for building works, tenancy fitout and refurbishment works (including for any change of use).
8. Incentive deed.
9. Confidentiality agreements.
10. Contract for the sale of real property, the purchase price for which is no more than \$30 million, if the Board has approved the transaction.
11. Contract for works.
12. Licence agreements and documents relating to a licence agreement.
13. Licence agreement with an annual gross rent or fee of no more than \$300,000.
14. Deed of surrender of, or deed of release relating to, a licence agreement referred to in item 13 above.
15. Each of the following:
 - (a) development applications for minor building works;
 - (b) agreements relating to tenancy fitout and refurbishment works (including for any change of use); and
 - (c) agreements relating to minor works,

the estimated costs for which are no more than \$300,000.
16. Agreements for property and facilities management in respect of which the annual gross fee is of no more than \$300,000.
17. Agreements relating to signage plans.
18. Claims on bank guarantees.
19. Service contracts in respect of which the fees for a calendar year is estimated to be \$100,000 or less.
20. Agreements relating to the appointment of Real Estate Agents.
21. Enforcement Notices.
22. Proof of Debt Claims.

23. Applications for appointment of a builder on behalf of the owner.
24. Applications for appointment of a certifier on behalf of the owner.
25. Applications for certificate of occupancy and use on behalf of the owner.
26. Ancillary documents including stamp duty forms, consent forms and notice of non-exercise of an option.

B. Finance transaction documents

Each of the documents listed below is an Approved Document, provided that the financing transaction to which the document relates has been approved by the Board.

Initial documents

27. Debt advisory mandate.
28. Term sheet (debt).

Finance documents

29. Facility agreement, loan note deed and subscription agreement.
30. Amendment agreement (facility agreement).
31. Amendment and restatement agreement (facility agreement).
32. Intercreditor agreement, priority agreement and subordination agreement.
33. Common terms agreement.
34. Deed of covenant.
35. Trust deed/indenture/deed poll.
36. Agency agreement.
37. Dealer agreements.
38. ISDA schedule, master agreement and credit support.

Security documents

39. Security trust deed.
40. General and/or specific security agreement.
41. Guarantee and/or indemnity.
42. Real property mortgage.
43. Account control deed.
44. Side deeds (including in respect of joint ownership arrangements, landlord consents, building contracts).

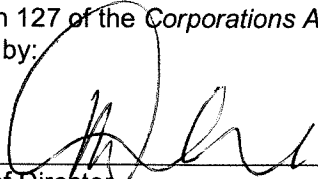
Ancillary financing documents

45. Selection notices.
46. Draw notices.

47. Any ancillary document, agreement, form, letter or certificate given, or required to be given, under or in connection with any finance document referred to above or any finance transaction evidenced by any Approved Document.

Executed as a deed poll

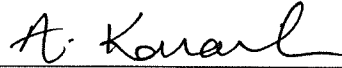
**Executed by Centuria Property Funds
Limited ACN 086 553 639** in accordance
with section 127 of the *Corporations Act
2001* (Cth) by:



Signature of Director

PETER JOHN DONE

Full name (print)



Signature of Director/Company Secretary

ANNA KOVARIK

Full name (print)