

The Trust Company
(Australia) Limited
ACN 000 000 993
ABN 21 000 000 993
AFSL 235145

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THE
TRUST
COMPANY

17 September 2013

Mr Alan Stoneham
The General Manager
Penrith City Council
PO Box 60
Penrith NSW 2751

Dear Sir

LODGEMENT OF SECTION 96(1A) APPLICATION
AMEND CONDITION 1 AND DELETE CONDITION 9 OF DA13/0328 TO COMPRISE THE
AMENDED BUSINESS IDENTIFICATION SIGNAGE FOR THE REBRANDING OF THE
EXISTING DAN MURPHY'S LIQUOR STORE
21 ASPEN STREET, SOUTH PENRITH (LOT 101 DP 701943)

As owners of the abovementioned property, we consent to the Section 96(1A)
Application identified above being made to Penrith City Council. We herby permit
any authorised Council officer to enter the subject land as required for
assessment of the Section 96 Application.

In addition, we authorise Town Planning Consultants Milestone (Aust) Pty Limited
to lodge and act as the applicant for the Section 96 Application at this site.

In signing this application we declare that we are aware of and acknowledge
Council's Political donations and privacy policies.

Yours sincerely,

John Newby
Head of Property & Infrastructure Custody Services
The Trust Company (Australia) Limited

Power of Attorney – Single Attorney

Dated 12 July 2010

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This Power of Attorney

is made on **12 July 2010** by the companies listed in Schedule 1 (each of them the **Company**).

1. Definitions

1.1 The following definitions apply in this Power of Attorney:

- (a) **Attorney** means those persons listed in Schedule 2;
- (b) **Employer** means The Trust Company Limited (ABN 59 004 027 749) or a wholly owned subsidiary of The Trust Company Limited;
- (c) **Document** includes any deed, agreement, contract, policy, licence, letter, notice, consent, acknowledgement, undertaking, transfer, lease, conveyance, caveat, form, application, claim, demand, appeal, objection, will, settlement, trust, surrender, warrant, appointment, covenant, guarantee, assurance, variation, discharge, acceptance, receipt, assignment, voucher, Security Interest and other instrument;
- (d) **Property** includes any real and personal property (including money, a debt or other thing in action) and any estate, right or interest in or to any real or personal property, and any other right or interest, wherever located in relation to real or personal property, and any licence, sub-licence or other arrangement in relation to real or personal property, notwithstanding that it does not confer an estate or interest in that property;
- (e) **Securities** include shares, stocks, notes, options, units, bonds, treasury bills, bills of exchange and debentures of or in any corporation or any other entity; and
- (f) **Security Interest** includes any mortgage, sub-mortgage, charge, encumbrance, pledge, lien, assignment by way of security, hypothecation, secured interest or other arrangement having the same or equivalent commercial effect as a grant of security and any agreement to create or given any arrangement of any such interest.

1.2 In the interpretation of this Power of Attorney, unless the context otherwise requires:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (b) words importing the singular include the plural and vice versa;
- (c) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

- (d) references to a "person" include individuals, firms, trusts, bodies corporate, partnerships, joint ventures, associations (whether incorporated or not) and all other bodies whether governmental, semi-governmental or non-governmental; and
- (e) references to the "Company" include references to the Company acting on its own account or in any representative, fiduciary or other capacity.

- 1.3 Headings are for convenience only and do not form part of the Power of Attorney or affect their interpretation.

2. Appointment

The Company appoints as its Attorney from the date of this Power of Attorney, each person listed in Schedule 2.

3. Powers

Each Attorney is authorised in the name of the Company to do all or any of the things referred to in Schedule 3.

4. No delegation by Attorney

An Attorney is not permitted to delegate all or any part of the powers authorised under this Power of Attorney to another Attorney or to any other person.

5. Validity of acts

- 5.1 Any act, deed or thing done by an Attorney in accordance with this Power of Attorney will be as good, valid and effectual for all intents and purposes whatsoever as if the same had been duly done by the Company.
- 5.2 Any person dealing in good faith with an Attorney claiming powers under this Power of Attorney is entitled to accept as conclusive that such person is a duly appointed Attorney with full powers as an Attorney under this Power of Attorney and that he or she has no notice of the revocation of his or her powers under this Power of Attorney.
- 5.3 The Company is bound by and agrees to ratify, anything done by an Attorney in the exercise of an authority under this Power of Attorney.
- 5.4 This Power of Attorney does not affect any other Powers of Attorney given by the Company or the Employer.
- 5.5 Subject to any applicable laws restricting the efficacy or scope of this Power of Attorney, the powers granted by this Power of Attorney take effect without geographical limitation.

6. Protection of Attorney

- 6.1 The Company indemnifies the Attorney against:

(a) all actions, suits, claims, demands, damages, obligations, liabilities and losses arising directly or indirectly from; and

(b) any costs, charges and expenses incurred by or threatened against any of them as a consequence of, or in connection with,

the lawful exercise of any of the powers and authorities conferred by this Power of Attorney in accordance with its terms.

- 6.2 The fact that the Attorney lawfully does something under this Power of Attorney is not an assumption of personal liability by the Attorney or by any person (other than the Company) of which the Attorney is an officer or employee.
- 6.3 The authority granted to the Attorney by this Power of Attorney remains valid, notwithstanding the fact that action taken by the Attorney as contemplated by this Power of Attorney constitutes an actual or potential conflict of interest or duty or benefits the Attorney.

7. Revocation

- 7.1 This Power of Attorney in respect of an Attorney may be revoked at any time by notice in writing by the Company to the Attorney.
- 7.2 The appointment of an Attorney will be automatically revoked in respect of the Attorney from the time the Attorney ceases to be an employee of the Employer.

8. Governing law and jurisdiction

- 8.1 This Power of Attorney is governed by the laws of the state of New South Wales.
- 8.2 Each power in this Power of Attorney is a separate and independent power to the extent that if the whole or any part of such power is held to be invalid in any jurisdiction (but not in others) such of the other powers (or parts thereof) which have not been held to be invalid will remain in full force and effect in that jurisdiction and all other jurisdictions.

Schedule 1
Companies

Company Name	ACN	Registered Office
The Trust Company Limited	004 027 749	Level 4, 35 Clarence Street, Sydney NSW 2000
The Trust Company (Australia) Limited	000 000 993	Level 4, 35 Clarence Street, Sydney NSW 2000
The Trust Company (PTAL) Limited	008 412 913	Level 4, 35 Clarence Street, Sydney NSW 2000
The Trust Company (Nominees) Limited	000 154 441	Level 4, 35 Clarence Street, Sydney NSW 2000
The Trust Company (UTCCL) Limited	008 426 784	Level 4, 35 Clarence Street, Sydney NSW 2000
The Trust Company (FCNL) Pty Limited	006 827 738	Level 4, 35 Clarence Street, Sydney NSW 2000

Schedule 2
Attorneys

An Attorney is a person holding the position of:

- (1) Director of the Company
- (2) Chief Executive Officer
- (3) Chief Financial Officer
- (4) Chief Operating Officer
- (5) Group General Counsel
- (6) General Manager (Corporate Services)
- (7) Head of Property & Infrastructure Custody Services
- (8) Manager Property & Infrastructure Custody Services
- (9) State Manager (Corporate & Legal Services) (Qld)
- (10) Head of Structured Finance Services
- (11) Senior Legal Counsel
- (12) Head of Estates and Trusts
- (13) Manager (Tax & Accounting)
- (14) Solicitor & Team Leader (Technical Support) (Qld)
- (15) Head of Superannuation Services

Schedule 3
Acts

1. Execute under hand or under seal any Document to which the Company is a party and includes, without limitation:
 - (a) contracts for sale and purchase of Property or Securities;
 - (b) transfers of Property (including without limitation transfers pursuant to a mortgagee's power of sale) or Securities;
 - (c) a Security Interest, deeds of priority and deeds of subordination;
 - (d) any finance facility, swap or derivative agreement
 - (e) agreements for lease, leases, sub-leases, variations of lease, transfers of lease, assignments of lease, surrenders of lease, mortgages of lease;
 - (f) licences and licence agreements;
 - (g) variations of mortgage, variations of charges, discharge and partial discharge of mortgages, charges, annuities and other encumbrances, deeds of release of charges, assignment of mortgages and charges;
 - (h) development agreements/applications and consents;
 - (i) proxy forms;
 - (j) any forms/applications for opening bank accounts at any financial institution;
 - (k) the removal, withdrawal, registration of, or any other dealing with, caveats;
 - (l) any instrument creating or establishing a trust;
 - (m) any other Document required or contemplated by, or incidental or ancillary to, any of the above; and
 - (n) all documentation required to be executed by the Company as a result of the Company owning or holding title to Property, including, without limitation, in its capacity as custodian, agent or trustee.
2. Complete any blanks in, supplement or amend any Document (whether or not material and whether or not involving changes to the parties).
3. Do anything which may, in the opinion of the Attorneys, be necessary, advisable or incidental in connection with any transaction contemplated by any Document or the effective exercise of any power under this Power of Attorney including without limitation:
 - (a) causing any Document when duly executed, to be recorded or registered with a land titles office in any jurisdiction or any other appropriate government authority;

- (b) appearing before any officer or any department or any competent court in any jurisdiction in connection with all matters relating to the registration of the Documents; and
 - (c) making, signing, sealing, executing, delivering or endorsing any statutory declaration or other instrument which in the opinion of the Attorney may be necessary or expedient for registering, recording or otherwise authenticating any Documents with a revenue or stamp duties office or land titles office in any jurisdiction or any other appropriate government authority.
4. To attend, vote and act at any meeting of members or any class of members or of creditors of any corporation, trust or other entity or scheme in which the Company, as the trustee or responsible entity, is or may in the future be interested (or appoint some other person to attend, vote or act) and do any other act which the Company is or may be authorised to do in connection with its interest in any such corporation, trust or other entity scheme including the giving or appointment of proxies in relation to any such meeting.

THE COMMON SEAL of THE TRUST COMPANY LIMITED is duly affixed by authority of its directors in the presence of:



[Signature]
Signature of director
JOHN ATKIN
Name

[Signature]
Signature of director/secretary
ALEX CARRODUS
Name
10 - 996

THE COMMON SEAL of THE TRUST COMPANY (AUSTRALIA) LIMITED is duly affixed by authority of its directors in the presence of:



[Signature]
Signature of director
JOHN ATKIN
Name

[Signature]
Signature of director/secretary
ALEX CARRODUS
Name
10 - 958

THE COMMON SEAL of THE TRUST COMPANY (PTAL) LIMITED is duly affixed by authority of its directors in the presence of:



Signature of director

MICHAEL JOHN
BRITTON

Name

Signature of director/secretary

VICKI LEE ALLEN

Name 10-137

THE COMMON SEAL of THE TRUST COMPANY (NOMINEES) LIMITED is duly affixed by authority of its directors in the presence of:



Signature of director

MICHAEL JOHN
BRITTON

Name

Signature of director/secretary

VICKI LEE ALLEN

Name 10-177



THE COMMON SEAL of THE TRUST COMPANY (UTCCL) LIMITED is duly affixed by authority of its directors in the presence of:

Signature of director

MICHAEL JOHN
BRITTON

Name

Signature of director/secretary

VICKI LEE ALLEN

Name 10-118

THE COMMON SEAL of THE TRUST COMPANY (FCNL) PTY LIMITED is duly affixed by authority of its directors in the presence of:

Signature of director

MICHAEL JOHN
BRITTON

Name



Signature of director/secretary

VICKI LEE ALLEN

Name 10-101

