

POWER OF ATTORNEY (Jordan Springs)

THIS POWER OF ATTORNEY is made on **1 December 2016** by **St Marys Land Limited (ACN 088 278 602)** of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo NSW 2000 (the "**Principal**").

1. Appointment

The Principal appoints each of the persons holding the positions described in Schedule 1 (each an "**Attorney**") as the attorney of the Principal, subject to the terms of this document.

2. Term

This document expires on 30 September 2021.

3. Powers

In relation to the documents described in:

- i. Column 2 of Schedule 1 entitled 'Tier One Document': any one (1) person having a job title specified in Column 1 of Schedule 1 entitled 'Tier One Attorney'; and
- ii. Column 2 of Schedule 2 entitled 'Tier Two Document': any two (2) persons having a job title specified in Column 1 of Schedule 2 entitled 'Tier Two Attorneys' jointly,

is empowered to:

- (a) execute under hand or under seal and deliver either conditionally or unconditionally the document (in a form and substance as the Attorney thinks fit);
- (b) complete any blanks in the document;
- (c) amend the document as the Attorney thinks fit (including, but not limited to, amending the parties), and execute and deliver as in clause 3(a) any document which effects or evidences the amendment;
- (d) do anything which in the opinion of the Attorney is necessary or incidental to:
 - 1) any document referred to in clause 3(a) or 3(c); or
 - 2) any transaction contemplated by any document referred to in clause 3(a) or 3(c); and
- (e) do any other thing (whether or not of the same kind as the above) which in the opinion of the Attorney is necessary, expedient or desirable for giving effect to the provisions of this deed poll.

4. Use of Name

The Attorneys may exercise their powers under this deed poll in the name of the Principal or in the name of the Attorneys and as the act of the Principal.

5. Benefit to Attorney

Each Attorney may exercise its powers under this deed poll even if the Attorney benefits from the exercise of that power.

6. Ratification

The Principal undertakes to ratify and confirm any act of each Attorney in exercise of its powers under this deed poll.

7. No Warranty

The exercise by an Attorney of any power under this deed poll does not connote:

- (a) a warranty, express or implied, on the part of the Attorney as to:
 - 1) the Attorney's authority to exercise the power; or

2) the validity of this deed poll; or

(b) an assumption of personal liability by the Attorney in exercising the power.

8. Indemnity

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

9. Registration and Stamping

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

10. Property

- (a) The Property to which this power of attorney relates comprises the parcels of land under the control of the Principal or in respect of which the Principal has development rights at the development known as **Jordan Springs** in New South Wales, excluding the property comprising the development known as Ropes Crossing.
- (b) Sections of the Property are intended to be developed and sold by way of various instruments and this power of attorney will continue to apply to each of the lots created on registration of any plans of subdivision and all lots created on registration of any plans of subdivision will become part of the Property.

11. Revocation

The Principal hereby revokes the power of attorney dated 1 October 2016, registered on 14 October 2016 in Book 4715, No.458.

SCHEDULE 1 – TIER ONE ATTORNEYS AND TIER ONE DOCUMENTS

For each row in the table below, any person having a job title listed in Column 1 (at the time of execution of any document in accordance with the powers under this deed poll) (each a “**Tier One Attorney**”) may execute:

- i. any document described in Column 2 of that row;
- ii. any document that is incidental to, related to or ancillary or supplemental to, or necessary or desirable to be entered into in connection with, the document described in Column 2 of that row; and
- iii. any document, whether or not of the same kind described in Column 2 of that row, which in the opinion of an Attorney is necessary or expedient for giving effect to the provisions of the documents described in Column 2 of that row.

No	Column 1: Tier One Attorneys	Column 2: Tier One Document
1.	<ul style="list-style-type: none">• Any director or secretary of the Principal• General Manager• State Finance Manager• Regional Development Manager• Senior Development Manager• Development Manager• Project Specific Finance Manager	Works contracts for the physical development of the Property or part thereof with a contract sum no greater than \$20million
2.	<ul style="list-style-type: none">• Any director or secretary of the Principal• General Manager• State Finance Manager• Regional Development Manager• Senior Development Manager• Development Manager• State Marketing Manager• Business Development Manager	Professional services agreements in relation to the development of the Property or part thereof which provides for fees not exceeding \$50,000, and term not exceeding 3 years
3.	<ul style="list-style-type: none">• Any director or secretary of the Principal• General Manager	Marketing services or sponsorship agreements in relation to the development of the Property or

No	Column 1: Tier One Attorneys	Column 2: Tier One Document
	<ul style="list-style-type: none"> • State Finance Manager • Regional Development Manager • Senior Development Manager • Development Manager • State Marketing Manager • Business Development Manager 	part thereof which provides for fees not exceeding \$50,000, and term not exceeding 3 years
4.	<ul style="list-style-type: none"> • Any director or secretary of the Principal • State General Manager • State Finance Manager • Regional Development Manager 	Licence or lease of equipment or rental agreement relating to the conduct of activities on the Property or part thereof for an annual cost not exceeding \$500,000 or a term not exceeding 3 years
5.	<ul style="list-style-type: none"> • Any director or secretary of the Principal • State General Manager • State Finance Manager • Regional Development Manager • Senior Development Manager • Development Manager • Project Specific Finance Manager 	Supply Agreement in relation to the development of the Property or part thereof with a contract sum no greater than \$1million
6.	<ul style="list-style-type: none"> • Any director or secretary of the Principal • State General Manager • State Finance Manager • Regional Development Manager • Senior Development Manager • Development Manager 	Standard residential land sale contract relating to the Property with a purchase price no greater than \$2million
7.	<ul style="list-style-type: none"> • Any director or secretary of the Principal • State General Manager • State Finance Manager • Regional Development Manager • Senior Development Manager • Development Manager 	Any application to the local authority or other government agency for approvals in relation to the Property or part thereof, including Development Applications and statutory declarations
8.	<ul style="list-style-type: none"> • Any director or secretary of the Principal • State General Manager • State Finance Manager • Regional Development Manager • Senior Development Manager 	Licence Agreements to access land not under control of Lendlease required to construct lead-in infrastructure
9.	<ul style="list-style-type: none"> • Any director or secretary of the Principal • State General Manager • State Finance Manager • Regional Development Manager • Senior Development Manager • Development Manager 	Any easement, variation of easement and surrender of easement with respect to the Property or part thereof
10.	<ul style="list-style-type: none"> • Any director or secretary of the Principal • State General Manager • State Finance Manager • Regional Development Manager • Business Development Manager 	Confidentiality agreement relating to the Property as provider or recipient

SCHEDULE 2 – TIER TWO ATTORNEYS AND TIER TWO DOCUMENTS

For each row in the table below, any two (2) persons having a job title listed in Column 1 (at the time of execution of any document in accordance with the powers under this deed poll) (each a “**Tier Two Attorney**”) may execute jointly:

- i. any document described in Column 2 of that row;
- ii. any document that is incidental to, related to or ancillary or supplemental to, or necessary or desirable to be entered into in connection with, the document described in Column 2 of that row; and

- iii. any document, whether or not of the same kind described in Column 2 of that row, which in the opinion of an Attorney is necessary or expedient for giving effect to the provisions of the documents described in Column 2 of that row.

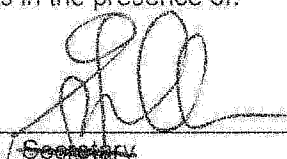
No	Column 1: Tier Two Attorneys	Column 2: Tier Two Document
1.	<ul style="list-style-type: none"> • Any director or secretary of the Principal • State General Manager • State Finance Manager • Regional Development Manager 	Standard residential land sale contract relating to the Property with a purchase price greater than \$2million
2.	<ul style="list-style-type: none"> • Any director or secretary of the Principal • State General Manager • State Finance Manager • Regional Development Manager 	Non-residential land sales contract with a purchase price not exceeding \$2million provided that the contract does not contain development obligations on the Principal other than carrying out subdivision infrastructure
3.	<ul style="list-style-type: none"> • Any director or secretary of the Principal • State General Manager • State Finance Manager • Regional Development Manager • Senior Development Manager • Development Manager • Project Specific Finance Manager • Any Partner or Senior Associate of Minter Ellison • Any Partner of Colin Biggers & Paisley 	Any transfer documentation (including without limitation, Form 1 Transfer and Form 2 Property Transfer information documents) associated with the sale of the Property or part thereof
4.	<ul style="list-style-type: none"> • Any director or secretary of the Principal • State General Manager • State Finance Manager • Regional Development Manager 	Repurchase Agreements in relation to the repurchase by the Principal of previously sold lots with respect to the Property
5.	<ul style="list-style-type: none"> • Any director or secretary of the Principal • General Manager 	Agreements with landowners and real estate agents for the marketing and sale of allotments with respect to the Property
6.	<ul style="list-style-type: none"> • Any director or secretary of the Principal • State General Manager • State Finance Manager • Regional Development Manager • State Marketing Manager • Senior Development Manager 	Professional services agreements in relation to the development of the Property or part thereof which provides for fees not exceeding \$5million

EXECUTED by the Principal as a deed poll:

The common seal of St Marys Land Limited

(ACN 088 278 602)

is hereunto fixed by the authority of the
Directors in the presence of:



Director / Secretary

Name:

MATTHEW WALLACE



Director

Name:

JOHN CLARK

REGISTERED
5/12/2016
BK 4718 NO 73

