

## Power of Attorney

**ING Industrial Custodian Pty Ltd**  
**[to be renamed GTA Industrial Custodian Pty Ltd]**

**(ACN 081 823 743)**

# Power of Attorney

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# Power of Attorney

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<b>Date</b>	29 March 2011
<b>Parties</b>	
1.	ING Industrial Custodian Pty Ltd (ACN 081 823 743) incorporated in Victoria of Level 10, 60 Castlereagh Street, Sydney NSW 2000 (the <b>Principal</b> )

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**It is declared** as follows.

## 1. Appointment

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The Principal appoints each person named in paragraph (a) of the Schedule (each an **Attorney**) severally as the attorney of the Principal with the powers and authorities conferred by this deed.

## 2. Power and Authority

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Each Attorney may, in the Principal's name or in his or her own name and as the Principal's act, do any of the following.

- (a) Make, sign, execute, seal (in the case of a deed) and deliver the document or documents described in paragraph (b) of the Schedule (each a **Document**) and any document ancillary to any Document.
- (b) Supplement, make alterations to and complete any blanks in any Document.
- (c) Do anything and sign, execute, seal and deliver any documents that, in the opinion of the Attorney, may be necessary or incidental to any transaction or dealing contemplated by any Document.

## 3. Delegation

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An Attorney may appoint one or more sub-attorneys to exercise all or any of the powers and authorities conferred by this deed (other than the power of delegation conferred by this clause) and may replace a sub-attorney. All provisions of this deed relating to Attorneys apply to a sub-attorney.

## 4. Ratification

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The Principal ratifies and agrees to ratify everything done or caused to be done by an Attorney under this Power of Attorney.

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## 5. Indemnity

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The Principal shall indemnify each Attorney against each claim, action, proceeding, judgment, damage, loss, expense or liability incurred or suffered by or brought or made or recovered against the Attorney in connection with the exercise of any of the powers and authorities conferred by this deed.

## 6. Revocability

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The powers and authorities conferred by this deed on an Attorney may not be revoked or suspended except by written notice by the Principal to that Attorney. Any person or body corporate or unincorporate dealing with an Attorney in good faith may rely on a written statement by the Attorney to the effect that the Attorney has no notice of the revocation or suspension of his or her powers and authorities as conclusive evidence of that fact.

## 7. Attorney's personal liability

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The exercise by an Attorney of the powers and authorities conferred by this deed does not involve any assumption by that Attorney, or any body in which he or she is a partner or employed, of personal liability in connection with the exercise of the powers and authorities or the consequences of so doing.

## 8. Registration

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The Principal shall, if necessary, register this deed wherever required to give effect to its terms. If the Principal fails to do so, the Attorney may register this deed and claim reimbursement from the Principal of any costs reasonably incurred in doing so.

## 9. Governing law

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This deed is governed by the laws of New South Wales.

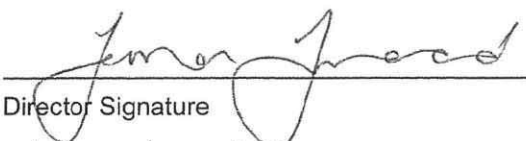
**EXECUTED** and delivered as a deed in **SYDNEY**

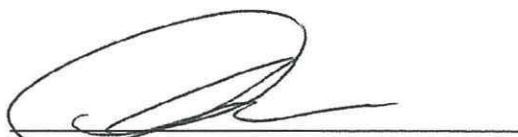
Each attorney executing this deed states that he has no notice of revocation or suspension of his power of attorney.

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Signed on behalf of **ING Industrial  
Custodian Pty Ltd** ( ACN 081 823 743)  
pursuant to section 127 of the *Corporations  
Act, 2001*:

  
\_\_\_\_\_  
Director Signature  
James Inwood  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Director / Secretary Signature  
ANTHONY ROZIC  
\_\_\_\_\_  
Print Name

## Schedule

### (a) Attorney

**Name:**

**Address:**

Anthony Rozic  
Carl Peter Bicego  
Carolyn Lois Scobie  
Glenn Noah Kirsh  
Gregory Leith Goodman  
James Robert Bruce Inwood  
Jason Sidney Little  
Michael O'Sullivan  
Nicholas Kurtis  
Nick Vrondas  
Samantha Jane Evans  
Tony D'Addona

Level 10, 60 Castlereagh Street, Sydney  
Level 10, 60 Castlereagh Street, Sydney  
Level 10, 60 Castlereagh Street, Sydney  
Level 10, 60 Castlereagh Street, Sydney  
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### (b) Documents

All letters, agreements, deeds and other documents whatsoever to which the Principal is a party and includes without limitation:

- (i) contracts for sale and purchase;
- (ii) transfers of real estate;
- (iii) facility documents, debentures, notes, mortgages, charges and other security documents and other documents in respect of any finance facility and deeds of priority and/or subordination;

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- (iv) development agreements, service agreements and management agreements;
- (v) guarantees and other assurances;
- (vi) agreements for lease, leases, variations of lease, transfers of lease, assignments of lease, surrenders of lease, mortgages of lease;
- (vii) licences and licence agreements;
- (viii) joint venture agreements, shareholders' agreements and share sale agreements;
- (ix) variations of mortgage, variations of charges, discharge of mortgages and charges, deeds of release of charges, assignment of mortgages and charges;
- (x) development applications and consents;
- (xi) proxy forms;
- (xii) directions and consents;
- (xiii) acknowledgments and undertakings; and
- (xiv) any other documents required or contemplated by, or incidental to any of the above documents and all documentation required to be executed by the Principal to permit or facilitate the Principal to perform its business operations or obligations (including without limitation to others).