



Power of Attorney

Dated: 14 June 2019

Granted by: Each One Investment Group Subsidiary named in
Schedule 1

Power of Attorney

Principal	Each One Investment Group Subsidiary named in Schedule 1 (Principal)
Address	Level 11, 20 Hunter Street, Sydney NSW 2000

1. Appointment

1.1 Appointment of Attorney

Subject to clause 1.2, the Principal appoints as the Principal's attorney on and from the date of this power of attorney each person specified in Schedule 3 as a Class A Attorney or Class B Attorney (each an "Attorney").

1.2 Conditions of Appointment

The Principal requires any of the following combination of Attorneys to exercise the powers under this power of attorney:

- (a) any two Class A Attorneys referred to in Schedule 3; or
- (b) any one Class A Attorney and one Class B Attorney referred to in Schedule 3.

1.3 Act Jointly

The Attorneys appointed under clause 1 must act jointly in accordance with this clause and no Attorney may act individually in exercising powers under this power of attorney other than severally appoint a substitute attorney under clause 3.

2. What the Attorney may do

Each Attorney may in the name and on behalf of the Principal:

- (a) execute and deliver (conditionally or unconditionally) any and all agreements, deeds, deed polls, instruments, consents, instructions, forms, notices, letters and other documents in connection with, pursuant to or incidental to the Principal's business or products and/or its appointments including without any limitation whatsoever acting as trustee, security trustee, responsible entity, debenture trustee, note trustee, bare trustee, custodian, investment manager, registrar, security agent, facility agent (including without any limitation whatsoever paying agent and calculation agent), escrow agent, holding agent, company secretary, process agent and any other role it is appointed to undertake from time to time, including any of the documents described in Schedule 2 ("Documents");

- (b) complete blanks and make amendments, alterations or additions to the Documents (including, without limitation, changing the parties named in the Documents) which are considered necessary or desirable by the Attorney;
- (c) execute and deliver any other documents or do any other acts which are referred to in the Documents or which are ancillary or related to them or the transactions contemplated by them, in the absolute discretion of the Attorney; and
- (d) stamp and register this power of attorney.

3. Power to appoint substitute attorneys

Each Attorney may appoint one or more substitute attorneys to exercise any powers given to that Attorney and may revoke any of the appointments made by that Attorney.

4. General

4.1 *Attorney acts valid*

The Principal declares that all acts, matters and things done by an Attorney in exercising powers under this power of attorney will be as valid and effective as if they had been done by the Principal.

4.2 *Ratification*

The Principal agrees to ratify and confirm whatever an Attorney does in exercising powers under this power of attorney, including anything done between the revocation of this power of attorney and such revocation becoming known to that Attorney.

4.3 *Indemnity*

The Principal indemnifies each Attorney against, and agrees to reimburse and compensate it for any liability, loss, costs, fees, charges or expenses incurred in connection with the lawful exercise of that Attorney's powers and authorities under this power of attorney.

4.4 *Evidence of non-revocation*

The Principal declares that a person who deals with an Attorney in good faith may accept a written statement signed by that Attorney to the effect that this power of attorney has not, within the knowledge of that Attorney, been revoked as conclusive evidence of that fact.

4.5 *Benefit to the Attorney*

An Attorney may exercise a power under this power of attorney even if a benefit may be conferred on that Attorney.

4.6 *Application to substitute attorneys*

In clauses 4.1 to 4.5 a reference to:

- (a) "Attorney" includes any substitute attorney appointed under clause 3; and

- (b) "this power of attorney" includes any document under which a substitute attorney is appointed under clause 3.

4.7 Conflict of interest

Each Attorney may exercise a power under this power of attorney and enter into transactions in which there is or may be a conflict of duty or that Attorney has a personal interest in the doing of the act, including a conflict between:

- (a) the duty of that Attorney towards the Principal; and
- (b) either:
 - (i) the interests of that Attorney, or a relation, business associate or close friend of that Attorney; or
 - (ii) another duty of that Attorney.

4.8 Governing law

This deed is governed by the law in force in New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of that place.

4.9 General Interpretation

Headings are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this power of attorney:

- (a) the singular includes the plural and vice versa;
- (b) a reference to a document also includes any variation, replacement or novation of it;
- (c) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions;
- (d) a word or expression defined in the *Corporations Act 2001* (Cth) has the meaning given to it in the *Corporations Act 2001* (Cth);
- (e) a reference to "person" includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation; and
- (f) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.

Executed as a deed poll.

Schedule 1. OIG Principals

	Principal	ACN
1.	ACME Co Pty Ltd	627 582 521
2.	ACME Co No.2 Pty Ltd	628 012 671
3.	ACME Co No.3 Pty Ltd	628 617 872
4.	ACME Co. No.4 Pty Ltd	631 209 526
5.	Columbus Administration Pty Ltd	109 736 012
6.	Columbus Investment Services Ltd	095 162 931
7.	GC (Bell) Pty Limited	625 930 912
8.	OIG Advisory Pty Ltd	150 436 847
9.	One AR Pty Ltd	602 601 776
10.	One Asset Management AR Pty Limited	167 355 035
11.	One CC Pty Limited	623 438 004
12.	One CCW Pty Limited	620 519 262
13.	One Corporate Services Pty Ltd	139 693 299
14.	One Corporate Trust Services Ltd	163 307 800
15.	One Co Sec Services Pty Limited	136 863 306
16.	One FS Pty Limited	603 878 315
17.	One Funds Management Ltd	117 797 403
18.	One Fund Services Limited	615 523 003
19.	One Investment Administration Ltd	072 899 060
20.	One Investment Group Pty Ltd	136 507 241
21.	One Investment Management Pty Ltd	139 693 271
22.	One LS Pty Limited	622 950 850
23.	One Managed Investment Funds Ltd	117 400 987
24.	One Registry Services Pty Ltd	141 757 360
25.	One Wholesale Fund Services Ltd	159 624 585
26.	Registry Services Pty Ltd	623 980 674
27.	QPSC Pty Limited	626 360 049
28.	Quintet Partner Services Pty Limited	615 220 310
29.	Unity Administration Pty Ltd	160 188 296

Schedule 2. Documents

Any of the following documents (without limitation) to which the Principal is a party:

- (a) trust or structure documents including: trust deed, security trust deed, bare trust deed, constitution, deed of retirement and appointment, stapling deed, deed poll, employee share plans or employee share trust deed, subscription agreement or application form, unit certificates, and side letters;
- (b) service provider documents: including investment management agreement, administration agreement, registry agreement, payment direction agreement, any agreement in relation to the administration of registry of holders of shares or units (such as custodians, mail house, IT or storage services), custody deed, sub custodian documents, escrow deed, brokerage agreement, trading agreement, contract for difference agreement, prime brokerage or broker agreement, foreign exchange agreement, Austraclear documents, floating rate agreement, platform agreements, securities lending agreement, processing agent documents, asset or property management agreement, any agreement in relation to the uptake and maintenance of property (such as cleaning, lift, redecorating services), accounting and/or taxation related services (such as tax agent, auditors), and valuers;
- (c) financing and security documents including: syndicated facility agreement, facility agreement, senior, junior and/or mezzanine subscription agreement, loan agreement, any documents in connection with an issue of loan, debt or financing notes and debentures, intercreditor agreement, subordination deed, deed of priority, general security deed, featherweight security deed, specific security agreement or deed, share security deed, mortgage, mortgage deed, account control deed, account bank deed, deposit retention deed, verification certificate, utilisation request, draw down request or notice, selection request, and guarantee;
- (d) derivative documents including: ISDA master agreement (or similar), credit support annex document, ISDA schedules and trade confirmations;
- (e) corporate trust documents including: convertible note deed, paying agent and calculation agent deed, any fee letter, loan note subscription agreement, bank account control deed, any tripartite agreement or deed, independent certifier deed, power purchase agreement, engineering, procurement and construction contract, operation and maintenance contract, off-take contract, process agent appointment letter, credit agreement, financing statement, and deed of appointment and indemnity – receiver, deed of appointment and indemnity - administrator;
- (f) property documents or documents dealing with land including: purchase and sale agreement, contract for sale or purchase, any document required by Property Exchange Australia (PEXA), client authorisation form, nomination notice, transfer of land, consent to lease, lease, agreement for lease, incentive deeds, car parking licence, licence, any development or fit-out works agreement (such as appointment of developers,

engineers, architects, surveyors), agency agreement, and any application or similar for obtaining development or planning approval;

- (g) in respect of land in Western Australia, to sell to any person all or any lands leases mortgages whether extended or not or charges or interests in land whether now or will belong to the Principal under the Transfer of Land Act 1893 and Strata Titles Act 1985 (together the Acts) of which the Principal now or will be the proprietor or owner under the Acts; to purchase land and interests in land; to mortgage all or any such lands or leases or interests for any sum at any rate of interest; to charge the same with any annuity of any amount; to lease all or any such lands as shall be Crown or freehold tenure for any term of years not exceeding twenty-one years in possession at any rent; to surrender or accept the surrender of any lease in which the Principal is or may be interested; to discharge and partially discharge mortgages and charges; to extend mortgages and leases; to lodge and withdraw caveats either wholly or partially; to grant and surrender easements; to exercise and execute all powers which now or will be vested in or conferred on the Principal as, lessor, mortgagee or annuitant under the Acts; to make applications under the Acts; to sign all such transfers instruments and other documents and to do all such acts matters and things as may be necessary or expedient for carrying the powers hereby given and for recovering all sums of money that are now or may become owing to the Principal in respect of the premises and for enforcing or varying any contracts, covenants or conditions binding upon any lessee tenant or occupier of the said lands or upon any other persons in respect of the same and for recovering and maintaining possession of the said lands and for protecting the same from waste damage or trespass;
- (i) other documents including: instructions, directions, corporate authorised representative deed, intermediary authorisation deed, minutes, acknowledgements, member or major approvals, heads of agreement, joint venture deed, deed of novation or assignment, and non-disclosure or confidentiality deed;
- (h) any document referred to in, defined or scheduled in or appended to any of the above;
- (i) any direction, request, consent, form, notice or other written communication to be given under any document referred to in or contemplated by any of the above (including completing, signing and lodging any form or notice to be lodged with a governmental body or authority or regulatory body such as Australian Securities & Investment Commission, Australian Competition and Consumer Commission, Foreign Investment Review Board, Australian Taxation Office, Personal Property Securities Register, Internal Revenue Service, and each Australian State and Territory's land title or office of state revenue authority), KYC/AML forms, W8 BEN forms, bank payments and analogous documents;
- (j) any document amending, varying or supplementing, replacing or novating any of the above;

- (k) any other documents pursuant to, or incidental to or related to any of the above (including calls or puts or exercise of any rights under bonds, notes, or corporate bank guarantees); and
- (l) any other document which is required or contemplated by or which may be necessary or desirable to give effect to the transactions contemplated by the above.

The documents referred to above in paragraphs (a) to (l) of this Schedule 2 are not an exhaustive list of documents and are not intended to limit the generality of the term "Documents" described in this power of attorney.

Schedule 3. Attorney

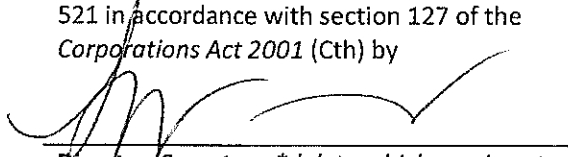
"Attorney" means:

Column 1	Column 2
Class A Attorney	Position Title
A person with the position titles described in column 2 or any title analogous from time to time	Executive Director
	Director, Legal & Compliance or General Counsel
	Managing Director, Custody
	Managing Director Corporate Trust
	Managing Director, Trustee Operations
	Director, Finance
Class B Attorney	Position Title
A person with the position titles described in column 2 or any title analogous from time to time	Director, Custody Operations
	Manager, Corporate Trust
	Chief Financial Officer
	Director, Operations
	Senior Legal Counsel
	Authorised Officer

Signing Page

Dated this 14th day of June 2019

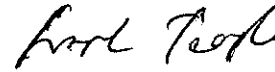
Executed by ACME Co Pty Ltd ACN 627 582
521 in accordance with section 127 of the
Corporations Act 2001 (Cth) by



Director/Secretary **delete whichever is not applicable*

Sarah Wiesener

Name (please print)

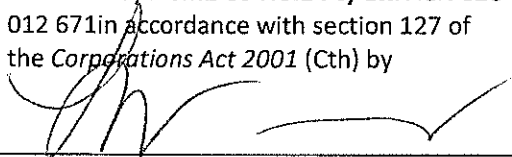


Director

Frank Tearle

Name (please print)

Executed by ACME Co No.2 Pty Ltd ACN 628
012 671 in accordance with section 127 of
the Corporations Act 2001 (Cth) by



Director/Secretary **delete whichever is not applicable*

Sarah Wiesener

Name (please print)

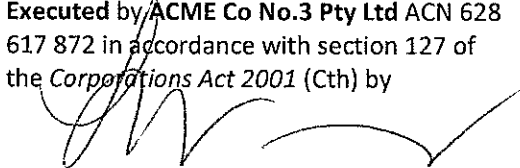


Director

Frank Tearle

Name (please print)

Executed by ACME Co No.3 Pty Ltd ACN 628
617 872 in accordance with section 127 of
the Corporations Act 2001 (Cth) by



Director/Secretary **delete whichever is not applicable*

Sarah Wiesener

Name (please print)



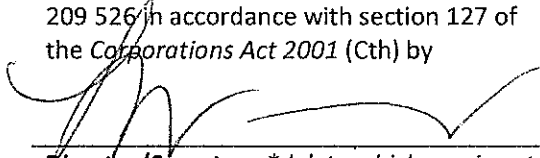
Director

Frank Tearle

Name (please print)

Signing Page


Executed by ACME Co No.4 Pty Ltd ACN 631 209 526 in accordance with section 127 of the *Corporations Act 2001* (Cth) by



Director/Secretary **delete whichever is not applicable*

Sarah Wiesener

Name (please print)

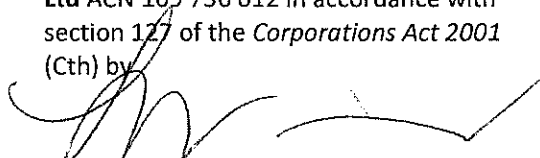


Director

Frank Tearle

Name (please print)

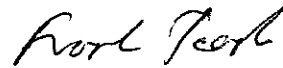
Executed by Columbus Administration Pty Ltd ACN 109 736 012 in accordance with section 127 of the *Corporations Act 2001* (Cth) by



Director/Secretary **delete whichever is not applicable*

Sarah Wiesener

Name (please print)

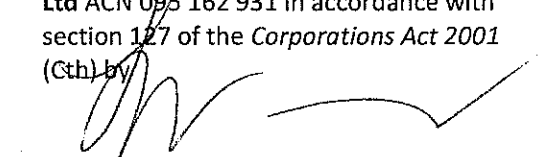


Director

Frank Tearle

Name (please print)

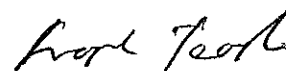
Executed by Columbus Investment Services Ltd ACN 095 162 931 in accordance with section 127 of the *Corporations Act 2001* (Cth) by



Director/Secretary **delete whichever is not applicable*

Sarah Wiesener

Name (please print)



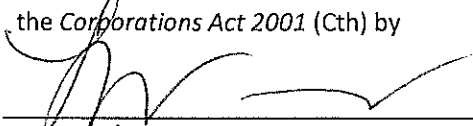
Director

Frank Tearle

Name (please print)

Signing Page

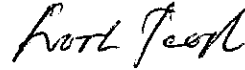
Executed by GC (Bell) Pty Limited ACN 625 930 912 in accordance with section 127 of the Corporations Act 2001 (Cth) by



Director/Secretary **delete whichever is not applicable*

Sarah Wiesener

Name (please print)

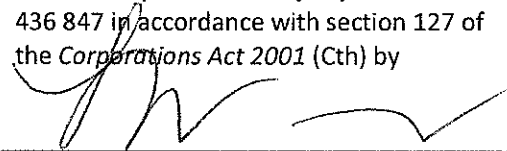


Director

Frank Tearle

Name (please print)

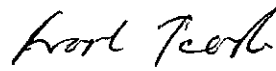
Executed by OIG Advisory Pty Ltd ACN 150 436 847 in accordance with section 127 of the Corporations Act 2001 (Cth) by



Director/Secretary **delete whichever is not applicable*

Sarah Wiesener

Name (please print)

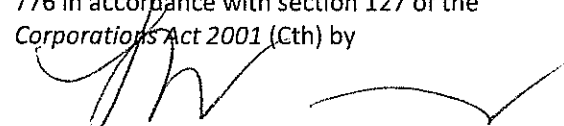


Director

Frank Tearle

Name (please print)

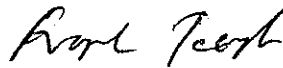
Executed by One AR Pty Ltd ACN 602 601 776 in accordance with section 127 of the Corporations Act 2001 (Cth) by



Director/Secretary **delete whichever is not applicable*

Sarah Wiesener

Name (please print)



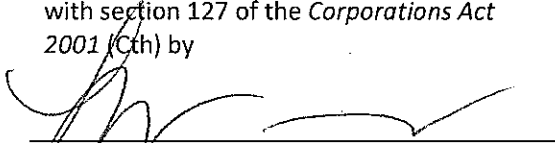
Director

Frank Tearle

Name (please print)

Signing Page

Executed by **One Asset Management AR Pty Limited** ACN 167 355 035 in accordance with section 127 of the *Corporations Act 2001* (Cth) by



Director/Secretary *delete whichever is not applicable

Sarah Wiesener

Name (please print)

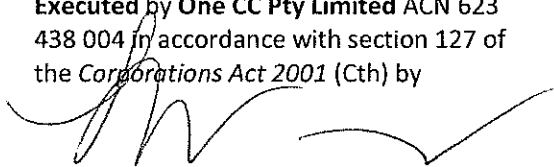


Director

Frank Tearle

Name (please print)

Executed by **One CC Pty Limited** ACN 623 438 004 in accordance with section 127 of the *Corporations Act 2001* (Cth) by



Director/Secretary *delete whichever is not applicable

Sarah Wiesener

Name (please print)

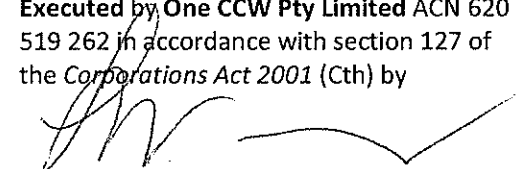


Director

Frank Tearle

Name (please print)

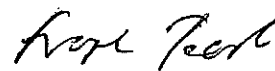
Executed by **One CCW Pty Limited** ACN 620 519 262 in accordance with section 127 of the *Corporations Act 2001* (Cth) by



Director/Secretary *delete whichever is not applicable

Sarah Wiesener

Name (please print)



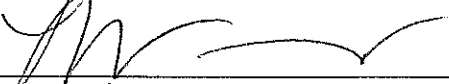
Director

Frank Tearle

Name (please print)

Signing Page


Executed by **One Corporate Services Pty Ltd**
ACN 139 693 299 in accordance with section
127 of the *Corporations Act 2001* (Cth) by



Director/Secretary *delete whichever is not
applicable

Sarah Wiesener

Name (please print)



Director

Frank Tearle

Name (please print)

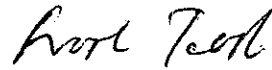
Executed by **One Corporate Trust Services
Ltd** ACN 163 307 800 in accordance with
section 127 of the *Corporations Act 2001*
(Cth) by



Director/Secretary *delete whichever is not
applicable

Sarah Wiesener

Name (please print)

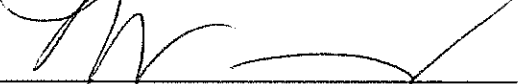


Director

Frank Tearle

Name (please print)

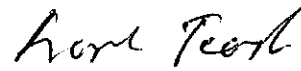
Executed by **One Co Sec Services Pty
Limited** ACN 136 863 306 in accordance
with section 127 of the *Corporations Act
2001* (Cth) by



Director/Secretary *delete whichever is not
applicable

Sarah Wiesener

Name (please print)



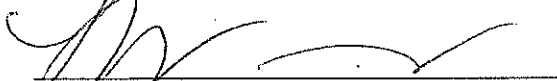
Director

Frank Tearle

Name (please print)

Signing Page

Executed by **One FS Pty Limited** ACN 603 878 319 in accordance with section 127 of the *Corporations Act 2001* (Cth) by



Director/Secretary *delete whichever is not applicable

Sarah Wiesener

Name (please print)

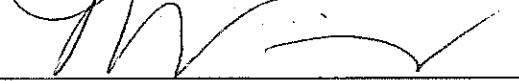


Director

Frank Tearle

Name (please print)

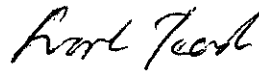
Executed by **One Funds Management Ltd** ACN 117 797 403 in accordance with section 127 of the *Corporations Act 2001* (Cth) by



Director/Secretary *delete whichever is not applicable

Sarah Wiesener

Name (please print)



Director

Frank Tearle

Name (please print)

Executed by **One Fund Services Limited** ACN 615 523 003 in accordance with section 127 of the *Corporations Act 2001* (Cth) by



Director/Secretary *delete whichever is not applicable

Sarah Wiesener

Name (please print)



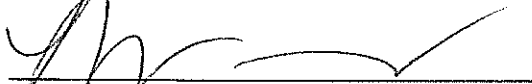
Director

Frank Tearle

Name (please print)

Signing Page

Executed by **One Investment Administration Ltd** ACN 072 899 060 in accordance with section 127 of the *Corporations Act 2001 (Cth)* by



Director/Secretary **delete whichever is not applicable*

Sarah Wiesener

Name (please print)



Director

Frank Tearle

Name (please print)

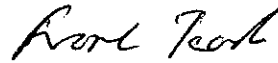
Executed by **One Investment Group Pty Ltd** ACN 136 507 241 in accordance with section 127 of the *Corporations Act 2001 (Cth)* by



Director/Secretary **delete whichever is not applicable*

Sarah Wiesener

Name (please print)

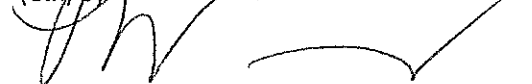


Director

Frank Tearle

Name (please print)

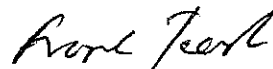
Executed by **One Investment Management Pty Ltd** ACN 139 693 271 in accordance with section 127 of the *Corporations Act 2001 (Cth)* by



Director/Secretary **delete whichever is not applicable*

Sarah Wiesener

Name (please print)



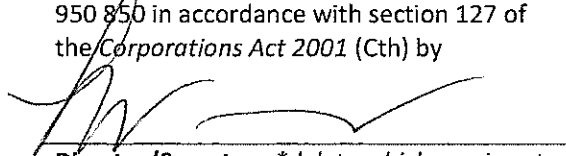
Director

Frank Tearle

Name (please print)

Signing Page

Executed by **One LS Pty Limited** ACN 622 950 850 in accordance with section 127 of the *Corporations Act 2001* (Cth) by



Director/Secretary *delete whichever is not applicable

Sarah Wiesener

Name (please print)

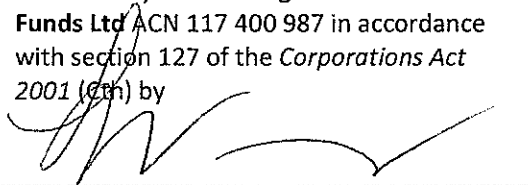


Director

Frank Tearle

Name (please print)

Executed by **One Managed Investment Funds Ltd** ACN 117 400 987 in accordance with section 127 of the *Corporations Act 2001* (Cth) by



Director/Secretary *delete whichever is not applicable

Sarah Wiesener

Name (please print)



Director

Frank Tearle

Name (please print)

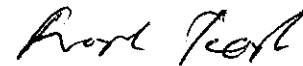
Executed by **One Registry Services Pty Ltd** ACN 141 757 360 in accordance with section 127 of the *Corporations Act 2001* (Cth) by



Director/Secretary *delete whichever is not applicable

Sarah Wiesener

Name (please print)



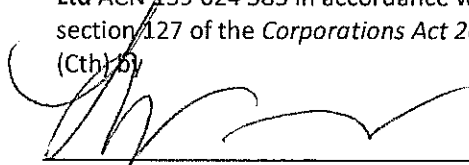
Director

Frank Tearle

Name (please print)

Signing Page

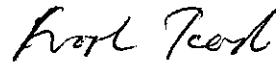
Executed by One Wholesale Fund Services Ltd ACN 159 624 585 in accordance with section 127 of the *Corporations Act 2001* (Cth) by



Director/Secretary **delete whichever is not applicable*

Sarah Wiesener

Name (please print)

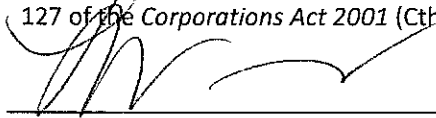


Director

Frank Tearle

Name (please print)

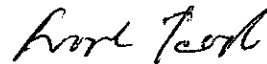
Executed by Registry Services Pty Ltd ACN 623 880 674 in accordance with section 127 of the *Corporations Act 2001* (Cth) by



Director/Secretary **delete whichever is not applicable*

Sarah Wiesener

Name (please print)

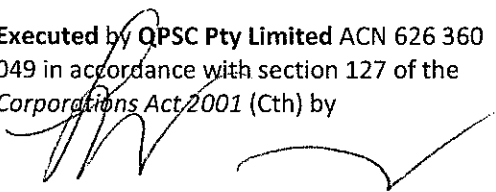


Director

Frank Tearle

Name (please print)

Executed by QPSC Pty Limited ACN 626 360 049 in accordance with section 127 of the *Corporations Act 2001* (Cth) by



Director/Secretary **delete whichever is not applicable*

Sarah Wiesener

Name (please print)



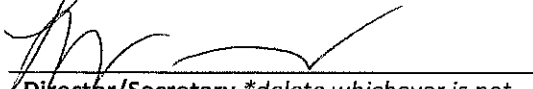
Director

Frank Tearle

Name (please print)

Signing Page

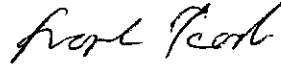
Executed by **Quintet Partner Services Pty Limited** ACN 615 220 310 in accordance with section 127 of the *Corporations Act 2001* (Cth) by



Director/Secretary *delete whichever is not applicable

Sarah Wiesener

Name (please print)

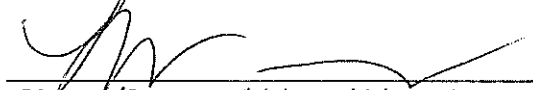


Director

Frank Tearle

Name (please print)

Executed by **Unity Administration Pty Ltd** ACN 160 188 296 in accordance with section 127 of the *Corporations Act 2001* (Cth) by



Director/Secretary *delete whichever is not applicable

Sarah Wiesener

Name (please print)



Director

Frank Tearle

Name (please print)

REGISTERED
27/6/2019
BK 4761 NO 657



