

Attachment B

New Power of Attorney

Power of Attorney

Dated / /

Principal

THE COUNCIL OF THE CITY OF SYDNEY ABN 22 636 550 790
constituted pursuant to section 220 of the *Local Government Act 1993*
(NSW) of Town Hall House, 456 Kent Street, Sydney NSW 2000

This deed poll witnesses

1. Appointment of Attorney

1.1 The Principal appoints:

1.1.1 each person employed by the Principal whose title includes the term “Executive Director”; and

1.1.2 the Chief Operating Officer and Chief Executive Officer of the Principal,

from time to time, joint and severally to be its attorney (each an **Attorney**) from the date of this document.

2. Specific Powers

2.1 The Attorney may do in the name of the Principal and on its behalf everything necessary or expedient to:

2.1.1 execute and deliver any Document;

2.1.2 give effect to or evidence any particular transaction, agreement, consent, approval or act approved or given by the Principal;

2.1.3 complete blanks and make amendments, alterations or additions to any Document; and

2.1.4 otherwise do anything which the Principal may lawfully do in exercising its functions, including the exercise of powers, authorities and discretions concerning any proposed or existing investment, transaction or dealing with respect to the Documents.

3. Reserved Power

The Attorney may not execute such documents that are required to be executed under the Common Seal of the Principal pursuant to any Act or any Regulation or Ordinance made pursuant to the Act.

4. Validity

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

5. Ratification

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

6. Indemnity

The Principal indemnifies the Attorney, on demand, against any liability, loss, cost, charge or expense arising from the exercise of powers under this document. A demand may be made in advance of any liability, loss, cost, charge or expense being incurred if the Attorney determines there is a reasonable prospect of the amount be incurred or suffered by it.

7. Attorney's personal liability

The exercise by an Attorney of the powers and authorities conferred by this document does not involve any assumption by that Attorney, of personal liability in connection with the exercise of the powers and authorities or the consequences of so doing.

8. Person dealing in Good Faith

The Principal declares that a person (including a firm, body corporate, unincorporated association or authority) who deals with the Attorney in good faith may accept a written statement signed by the Attorney to the effect that this document has not been revoked as conclusive evidence of that fact.

9. Principal bound

The Principal declares that the Principal and a person (including a substitute or assign) claiming under the Principal are bound by anything the Attorney does in exercising powers under this document.

10. Definitions and Interpretation

10.1 Definitions

In this document:

Act means the *Local Government Act 1993* (NSW).

Document means:

- (a) all such deeds, instruments, agreements, memoranda, consents, acknowledgments, plans, forms and documents of whatever kind; and
- (b) without prejudice to the generality of the matters in sub- paragraph (a) above, all plans or instruments pursuant to the provisions of the *Real Property Act 1900* (NSW) which have been so approved for execution or which give effect to or evidence any particular transaction, agreement, consent, approval or act so approved or given.

10.2 Governing law and jurisdiction

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

10.3 Persons

In this document, a reference to:

- 10.3.1 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
- 10.3.2 a person includes the legal personal representatives, successors and assigns of that person; and
- 10.3.3 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.

10.4 This document, clauses and headings

In this document:

- 10.4.1 a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
- 10.4.2 a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form;
- 10.4.3 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this document;
- 10.4.4 where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and
- 10.4.5 where the expression including or includes is used it means 'including but not limited to' or 'including without limitation'.

10.5 Severance

- 10.5.1 If a provision in this document is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- 10.5.2 If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this document.

10.6 Number and gender

In this document, a reference to:

10.6.1 the singular includes the plural and vice versa; and

10.6.2 a gender includes the other genders.

Signing Page

EXECUTED as a deed poll

PRINCIPAL

THE COMMON SEAL of THE COUNCIL OF THE)
CITY OF SYDNEY was affixed to this Instrument)
pursuant to resolution of Council passed on _____)
October 2024 in the presence of the Lord Mayor and
the Councillor named below:

.....
Clover Moore

.....
Signature of Councillor

.....
Name of Councillor