

Deed of Authorisation

**Body Corporate for Richlands
Rise Community Titles Scheme
42188**

**H.S.L.C Pty Ltd ACN 136 649 226
as trustee for The Hou Shih
Family Trust**

Paul Po-Hsin Shih

INDEX

INDEX 2

RECITAL..... 3

OPERATIVE PART..... 4

1. Interpretation 4

2. Definitions 4

3. Authorisation..... 5

4. Trustee Provision..... 6

5. Guarantee & Indemnity..... 6

6. Notices..... 8

7. Formation of deed by electronic dealings..... 8

8. Counterparts 9

9. Whole agreement..... 9

10. Legal effect 9

11. Severability 10

12. Costs 10

13. Exercise of rights 10

14. Waiver and variation 10

15. Further assurances 11

Annexure A 12

EXECUTION 22

THIS DEED dated _____ day of March 2021.

BETWEEN

Body Corporate for Richlands Rise Community Titles Scheme 42188 c/- BCSystems, PO Box 743
Morningside Qld 4170

("Body Corporate")

AND

H.S.L.C Pty Ltd ACN 136 649 226 as trustee for The Hou Shih Family Trust c/- Bugden Allen Lawyers,
GPO Box 2624 Brisbane Qld 4001

("Letting Agent")

AND

Paul Po-Hsin Shih c/- Bugden Allen Lawyers, GPO Box 2624 Brisbane Qld 4001

("Guarantor")

RECITAL

- A. The Body Corporate and the Letting Agent are parties to the Agreement.
- B. The Letting Agent has requested the Body Corporate to enter into this Authorisation, which will adopt the terms and conditions of the Agreement with certain variations as set out in this Deed.
- C. The Body Corporate has resolved to enter into this Authorisation at a general meeting subject to the terms of this Authorisation.
- D. The parties have agreed to enter into this Authorisation to record the arrangements between them.
- E. In consideration of the Body Corporate entering into this Authorisation at the request of the Guarantor, the Guarantor guarantees the obligations of the Letting Agent under this Authorisation.

OPERATIVE PART

1. Interpretation

- 1.1 This Deed is governed by the laws of Queensland, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that state.
- 1.2 In the interpretation of this Deed:
- (a) references to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
 - (b) words –
 - (i) denoting the singular include the plural and vice versa;
 - (ii) denoting individuals or persons include bodies corporate and vice versa;
 - (iii) referring to documents or agreements also mean those documents or agreements as changed, novated or replaced; and
 - (iv) denoting one gender include all genders;
 - (c) grammatical forms of defined words or phrases have corresponding meanings;
 - (d) parties must perform their obligations on the dates and times fixed by reference to Brisbane, Queensland;
 - (e) reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
 - (f) if the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in Brisbane, Queensland, then it must be done on the next business day;
 - (g) references to a party are intended to bind their executors, administrators and permitted transferees; and
 - (h) obligations under this Deed affecting more than one party bind them jointly and each of them severally.

2. Definitions

In this Deed, unless the context otherwise requires:

Agreement means the letting authorization agreement entered into between the Body Corporate and Derek Malcolm Sye and Ailsa Mary Sye as trustees for the Sye Family Trust dated 21 January 2011, as subsequently assigned to the letting agent, a copy of which is annexed as Annexure A;

Authorisation means the authorisation provided for in this Deed;

Commencement Date means 17 March 2021;

Deed means this deed between the Body Corporate and Letting Agent;

ETA means the *Electronic Transactions (Queensland) Act 2001*;

Law means includes any requirement of statute, rule, regulation, proclamation, ordinance, by-law present or future and whether state, federal or otherwise; and

PDF means portable document format.

3. Authorisation

3.1 The Body Corporate engages the Letting Agent as a letting agent for the Scheme from the Commencement Date on the same terms and conditions as set out in the Agreement.

3.2 Notwithstanding clause 3.1, the terms of the Agreement is varied as follows for the Authorisation:

(a) clauses 2.1 is replaced with the following:

“The term of this Agreement shall be for 25 years commencing from 17 March 2021 to 16 March 2046.”; and

(b) a new clause 7(f) is inserted as follows:

“7(f) Waiver of Termination Rights

(a) In this clause, the following terms have the following meanings unless the context otherwise requires:

Financier: *a financier as that term is defined in the Act from which the Letting Agent has obtained finance on the security of the Agreement;*

Receivership: *where the Financier is acting in place of the Letting Agent or the Financier has appointed a receiver or receiver and manager for the Agreement; and*

Specific Termination Provisions: *clause 7(c) and 7(d) in the Agreement.*

(b) During any Receivership, the Body Corporate waives its rights to:

(i) terminate the Agreement under the Specific Termination Provisions; and

(ii) refuse the exercise of an option because of a default under the Specific Termination Provisions.”

4. Trustee Provision

If the Letting Agent enters into this Authorisation as a trustee of any trust or at any time holds this Authorisation as a trustee of a trust (“**Letting Agent’s Trust**”) then, whether or not the Body Corporate has any notice (actual or constructive) of the Letting Agent’s Trust, the following applies:

- (a) the Letting Agent warrants that it has full power under the Letting Agent’s Trust to enter into and perform its obligations under this Authorisation;
- (b) the obligations and liabilities of the Letting Agent under this Authorisation extend to the fund and any other assets of the Letting Agent’s (“**Trust Fund**”);
- (c) the Letting Agent shall on the written demand or direction of the Body Corporate exercise all rights of indemnity that the Letting Agent may at any time have against the Trust Fund and any beneficiaries or unit holder of the Letting Agent’s Trust or any of the same for the benefit of the Body Corporate;
- (d) the Letting Agent is liable under this Authorisation both in its personal capacity, and as a trustee of the Letting Agent’s Trust; and
- (e) the Letting Agent shall produce to the Body Corporate the original stamped trust deed (or a photocopy certified by an accountant or solicitor) and all other documents evidencing the Letting Agent’s Trust and the Trust Fund within fourteen days of written request for the same by the Body Corporate.

5. Guarantee & Indemnity

5.1 In consideration of the Body Corporate, at the request of the Guarantor, consenting to the entry into this Authorisation with the Letting Agent, the Guarantor hereby agrees with the Body Corporate as follows:

- (a) The Guarantor guarantees:
 - (i) the performance by the Letting Agent of its obligations under this Authorisation and this guarantee; and
 - (ii) the payment of all loss and damage recoverable by the Body Corporate from the Letting Agent including the Body Corporate’s legal and other expenses incurred in enforcing the obligations of the Letting Agent under this Authorisation and the obligations of the Guarantor under this guarantee and indemnity.
- (b) This guarantee extends to claims by the Body Corporate payable in the terms of this Authorisation:
 - (i) for damages for breach; and

- (ii) for the Body Corporate's reasonable legal and other expenses of seeking to enforce the obligations of the Letting Agent and the Guarantor,

on a full indemnity basis.

- (c) This guarantee is unconditional and absolute in any and all circumstances and is a continuing guarantee which will not be affected or avoided in any way by:
 - (i) any agreement or arrangement made between the Body Corporate and the Letting Agent;
 - (ii) any alterations or variations to the rights and obligations of either the Body Corporate or the Letting Agent;
 - (iii) the granting of any time or other indulgence or forbearance by the Body Corporate to the Letting Agent or the Guarantor;
 - (iv) the making of any composition with or waiver of any breach or default by the Letting Agent; and/or
 - (v) the neglect or forbearance of the Body Corporate to enforce the provisions of this Authorisation or those of this guarantee.
- (d) The Body Corporate will be at liberty to regard the Guarantor in all respects as a principal debtor and will not be obliged to take action first against the Letting Agent.
- (e) The obligations of the Guarantor will not merge or be deemed to have merged in any judgment obtained by the Body Corporate against the Letting Agent.
- (f) If any term of the Authorisation is not enforceable against the Letting Agent as principal (whether by reason of any legal limitation, disability or incapacity or otherwise) the Guarantor will be responsible under this guarantee as though the Guarantor was solely or principally liable as Letting Agent under this Authorisation.
- (g) The Guarantor waives in favour of the Body Corporate, the Letting Agent and any other person any estate or assets so far as necessary to give effect to anything contained in this guarantee.

5.2 As a separate and independent obligation and for the consideration referred to the Guarantor hereby indemnifies and keeps indemnified the Body Corporate from all claims suffered or incurred by the Body Corporate by reason of the Letting Agent's default in observing or performing the Letting Agent's obligations under this Authorisation and the preceding provisions of this guarantee will apply to this indemnity.

6. Notices

- 6.1 A communication required by this Deed, by a party to another, must be in writing and may be given to them by being:
- (a) delivered personally;
 - (b) posted to their address specified in the Deed, or as later notified by them, in which case it will be treated as having been received on the fifth business day after posting; or
 - (c) sent by email to their email address specified in the Deed, when it will be treated as received when it enters the recipient's information system.
- 6.2 The addresses and contact details of the parties for the purpose of this clause are those in the Deed.

7. Formation of deed by electronic dealings

- 7.1 This clause 7 specifies a procedure for entering into this Deed, on the terms of this Deed, by fax or e-mail.
- 7.2 The procedure specified in this clause 7 is not intended to be the only method by which the parties may enter into this Deed.
- 7.3 The parties acknowledge that Chapter 2 Parts 2 and 3 of the ETA apply to this Deed.
- 7.4 Offer and acceptance of the terms contained in this Deed may be communicated by fax or e-mail if:
- (a) the offer includes a full and legible copy of this Deed showing the signature of the offeror; and
 - (b) the acceptance includes a full and legible copy of this Deed showing the signature of the party accepting.
- 7.5 For the purposes of clause 7.4, "copy" includes an electronic file in PDF containing a scanned image of this Deed.
- 7.6 A fax and e-mail referred to in this clause may be sent or received by a party's agent.
- 7.7 Acceptance by fax or e-mail:
- (a) constitutes consent by the accepting party to the Deed being formed by electronic communication; and
 - (b) occurs at the time the acceptance is received by the offeror, as determined by the ETA.
- 7.8 In relation to this Deed, each party agrees that they will:

- (a) sign and exchange the Deed by electronic or digital means;
- (b) not object to such form of signature or exchange;
- (c) be bound in the same way as if a paper form of the Deed had been signed by them and documents physically exchanged; and
- (d) not repudiate or dispute such form of signature or exchange.

7.9 The parties agree to do such further acts and sign all necessary documents to give effect to the intentions expressed in this clause.

7.10 The parties and the parties' solicitors and their agents consent to the transmission of documents by electronic communication methods including e-mail and facsimile transmission pursuant to the ETA.

8. Counterparts

8.1 This Deed may be executed in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument.

8.2 A party who has executed a counterpart of this Deed may deliver it to, or exchange it with, another party by:

- (a) faxing; or
- (b) e-mailing a PDF copy of,

the executed counterpart to that other party.

9. Whole agreement

This Deed:

- (a) is the entire agreement and understanding between the parties relating to the subject matter of this Deed; and
- (b) supersedes any prior agreement, representation (written or oral) or understanding on anything connected with that subject matter.

10. Legal effect

Each party acknowledges and agrees for the benefit of each other party that this Deed is intended to take effect as a deed. Each party executes this Deed with the intention that it will be immediately legally bound by this document.

11. Severability

- 11.1 If the whole or any part of a provision of this Deed is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction.
- 11.2 The remainder of this Deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.
- 11.3 This clause has no effect if the severance alters the basic nature of this Deed or is contrary to public policy.

12. Costs

- 12.1 The Letting Agent must pay the Body Corporate's reasonable costs of an incidental to the negotiation and entry into this Deed including the legal costs incurred by the Body Corporate, with respect to:
- (a) receiving advice on this Authorisation; and
 - (b) negotiating its terms.
- 12.2 Further the Manager must pay:
- (a) the costs of convening and holding an EGM;
 - (b) the costs of preparing and distributing the EGM minutes;
 - (c) the costs of retaining a returning officer; and
 - (d) any duty assessed on this Authorisation.

13. Exercise of rights

A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

14. Waiver and variation

A provision of or a right created under this Deed may not be:

- (a) waived except in writing executed by the party granting the waiver; or
- (b) varied except in writing signed by the parties.

15. Further assurances

Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Deed and the transactions contemplated by it, including but not limited to, the execution of documents.

Annexure A

DATE

2011

**BODY CORPORATE FOR "RICHLANDS RISE"
COMMUNITY TITLES SCHEME 42188**

LETTING AUTHORIZATION AGREEMENT

**Legal Department
Philip Usher Constructions Pty Ltd
P.O. Box 1536
Browns Plains Qld 4118**

**Tel: (07) 3800 1666
Fax: (07) 3800 1740**

LETTING AUTHORIZATION AGREEMENT

THIS AGREEMENT is made the 21 day of January 2011

BETWEEN:

BODY CORPORATE FOR "RICHLANDS RISE" COMMUNITY TITLES SCHEME 42188 a body corporate formed pursuant to the Act at 15 James Edward Street, Richlands, Qld 4077.

("Body Corporate")

AND:

DEREK MALCOLM SYE and AILSA MARY SYE as Trustees for the Sye Family Trust of 37 Laricina Circuit, Forest Lake, Queensland

("Letting Agent")

RECITALS

- A. The Body Corporate has by separate agreement appointed the Letting Agent as manager and caretaker of the Common Property.
- B. The Body Corporate has agreed to grant the Letting Agent the right to conduct a letting agent's business on the terms set out in this Agreement.
- C. The Body Corporate has by resolution authorised the execution of this Agreement.

OPERATIVE PROVISIONS:

1. DEFINITIONS

1.1 Definitions

In this Agreement unless the context otherwise requires the following expressions have the following meanings:

"**Act**" means the Body Corporate and Community Management Act 1997 and a reference to the Act includes a reference to the particular regulation module applicable to the Community Titles Scheme in question;

"**Body Corporate**" means the Body Corporate for "**Richlands Rise**" Community Titles Scheme 42188 and, where the context requires, includes the Committee;

"**Common Property**" means so much of the Community Titles Scheme as from time to time is not comprised in any lot, but excluding any area of common property over which exclusive use has been granted and shall include where appropriate any easement(s) and any property shared between members of the relevant body corporate and any other person (whether by way of easement, lease or otherwise);

"**Committee**" means the Committee of the Body Corporate pursuant to the Act;

"**Community Titles Scheme**" means Community Titles Scheme 42188;

“**Development**” means the residential development known as “**Richlands Rise**” comprising the Community Titles Scheme;

“**Duties**” means the duties set out in **clause 3**;

“**Letting Service**” means a service by which the Letting Agent offers to proprietors to let/and or sell their Lots and/or (without any obligation) provide ancillary services including (without limitation):

- (a) cleaning;
- (b) grounds and garden maintenance;
- (c) repairs and replacements;
- (d) interior decorating services;
- (e) indoor plant care and/or hire;
- (f) furniture, whitegoods and equipment rental;
- (g) car valet service;
- (h) dry cleaning service;
- (i) sales of snack food, beverages and smallgoods.

“**Letting Owners**” means Lot Owners who use the Letting Service;

“**Lot**” means any lot in the Community Titles Scheme;

1.2 **Interpretation**

In this Agreement except to the extent that the context otherwise requires:

- (a) Headings have been inserted for guidance only and shall not form part of nor affect the interpretation hereof;
- (b) References to clauses, sub-clauses, paragraphs and sub-paragraphs are references to clauses, sub-clauses, paragraphs and sub-paragraphs hereof;
- (c) References to a person include corporations, natural persons and all other entities capable of suing and being sued;
- (d) References to a statute include all statutory provisions amending, consolidating or replacing same and all by-laws, orders in council, ordinances, proclamations, regulations, rules and other authorities made thereunder;
- (e) References to writing including typing, lithography, photocopying, telex, facsimile and any other means of producing or reproducing words in a visible form;
- (f) Words importing the singular number include the plural and vice versa;
- (g) This instrument shall operate to bind the administrators, executors, successors and permitted assigns (as the case may be) of each person who is a party hereto;
- (h) Words importing any particular gender include all genders.
- (i) Where two (2) or more persons are named herein (or are encompassed herein) as the Letting Agent:
 - (i) the expression “the Letting Agent” shall be a reference to those persons jointly as well as to each of them severally; and

- (ii) this instrument and the obligations and agreements on their part therein contained or implied shall bind those persons jointly as well as each of them severally.
- (j) Where any provision hereof requires the doing of any act by the Body Corporate, that act shall be sufficiently done if done by a member of the Committee or any duly authorised managing agent of the Body Corporate or any other duly authorised person.
- (k) Where any provision hereof requires a determination to be made by the Body Corporate (other than by a special resolution of the Body Corporate), that determination shall be sufficiently made if done by the Committee or any duly authorised managing agent of the Body Corporate; and
- (l) Unless otherwise defined herein, words and expressions defined in the Act shall have that meaning when used herein.

2. APPOINTMENT OF LETTING AGENT

- 2.1 The Body Corporate appoints the Letting Agent as letting agent for a term of ten years (10) years commencing on _____ 20__ and expiring on _____ 20__ ("**Term**") together with an option on the part of the Letting Agent for a further term of fifteen (15) years from the expiry date of the term. Such option shall be exercised by written confirmation to the Body Corporate no earlier than six (6) calendar months and no later than three (3) calendar months immediately prior to the expiry date and shall be subject to the same terms and conditions as for the initial term excluding an option. The Letting Agent accepts the appointment on the terms of this deed.
- 2.2 There is no remuneration paid or payable by the Body Corporate to the Letting Agent in respect of this appointment.

3. DUTIES OF THE LETTING AGENT

- 3.1 The Letting Agent must:
 - (a) provide the Letting Service to all proprietors of Lots that require the service;
 - (b) supervise the standard of tenants of all Letting Owners and ensure so far as practicable that no nuisance is created in the Development and that neither the Development nor any Lot is brought into disrepute;
 - (c) use its best endeavours to achieve maximum possible rentals for Lots;
 - (d) not discriminate between Lot Owners;
 - (e) use its best endeavours to treat Lot Owners of all Lots and their tenants and invitees fairly;
 - (f) not give or take any secret commissions or bribes;
 - (g) keep proper records and make those records that relate to a particular Lot available to the Lot Owners of that Lot upon written request;
 - (h) at its own expense, obtain and maintain all necessary permits or consents or licences required by law to enable it to conduct the Letting Service;
 - (i) in providing the Letting Service comply with all statutes and regulations and, to the relevant extent, the by-laws of the Body Corporate and other by-laws applying to the Lot, and the planning scheme and town planning policies of the relevant local government; and

- (j) conduct the Letting Service in such a manner as not to interfere with the quiet enjoyment and occupation of the Lot.

3.2 The Letting Agent acknowledges the right of owners of Lots to use letting and other services provided by other persons.

4. DUTIES OF THE BODY CORPORATE

The Body Corporate must:

- (a) not unreasonably or unlawfully interfere with the Letting Services;
- (b) cause the Common Property to be properly kept and maintained in a manner consistent with the fact that Lots may be let to members of the public;
- (c) not grant to any other person or corporation the right to conduct any business of a similar nature to the Letting Services from within the Common Property or a Lot nor directly or indirectly conduct or attempt to conduct any business of a similar nature to the Letting Service from within the Common Property or a Lot;
- (d) not make any of the Common Property available to any person or corporation for the purpose of conducting a Letting Service;
- (e) not unreasonably withhold its consent to any application by the Letting Agent to erect signs in or about the Common Property for the purpose of promoting and fostering the Letting Service.

5. RIGHT TO USE NAME

The Body Corporate grants to the Letting Agent a right to use the name "RICHLANDS RISE" in connection with the Letting Service during the Term.

6. ASSIGNMENT

6.1 The Letting Agent must not assign its interest in this deed except in accordance with this **clause 6**.

6.2 The Letting Agent may assign its interest in this deed with the prior written consent of the Committee. Such consent will not be unreasonably withheld if:

- (a) the Letting Agent gives to the Body Corporate not less than 1 month's written notice accompanied by:
 - (i) all pertinent details of the proposed assignee;
 - (ii) at least 2 character references of the assignee (or, if the proposed assignee is a corporation, at least 2 character references of at least two of the principal directors);
 - (iii) at least 2 business references (including a bank opinion) in respect of the assignee;
- (b) the Letting Agent is not as at the date of that notice or at the date of assignment in default in the observance or performance of any of the terms either expressed or implied in this deed entitling the Body Corporate to terminate this agreement;
- (c) the Letting Agent proposes to assign its interest in this deed to an assignee who:
 - (i) is a suitable, respectable, responsible and solvent person, financially substantial and otherwise capable of performing the obligations of the Letting Agent under this deed (the onus of proving which to the reasonable satisfaction of the Body Corporate is upon the Letting Agent);

- (ii) enters into a deed with the Body Corporate in a form reasonably required by the Committee containing, amongst other things, a covenant to duly perform the covenants on the Letting Agent's part contained in this deed.
 - (iii) if the assignee is a corporation furnishes to the Body Corporate such further covenants, indemnities and guarantees in respect of the performance of the obligations of the Letting Agent under this deed as the Committee reasonably requires (including guarantees, by the directors and for principal shareholders of that corporation, of the assignee's obligations under this deed);
- (d) the Letting Agent:
- (i) pays to the Body Corporate its reasonable fees and disbursements (including legal fees and stamp duty) of and incidental to the matters referred to in this clause;
 - (ii) enters into a deed with the Body Corporate in the form required by the Committee under which the Letting Agent releases the Body Corporate from all future claims which the Letting Agent has against the Body Corporate in relation to this deed.

6.3 If the Letting Agent is a company, other than one whose shares are listed on any Australian Stock Exchange, any change in the shareholding of the Letting Agent altering the effective control of the Letting Agent will be deemed a proposed assignment of this deed and the Letting Agent must not register, record or enter in its books any transfer of any share or shares in the capital of the Letting Agent, or deal with any beneficial interest in any such share or shares, or issue any new share or shares, or issue any new share or shares or take or attempt to take any action having the effect of altering the effective control of the Letting Agent or having the effect that the shareholders of the Letting Agent at the date of this deed together beneficially hold or control less than 51% of the voting rights in the Letting Agent unless the Letting Agent complies with the conditions of **clause 6.2**.

7. **TERMINATION BY BODY CORPORATE**

The Body Corporate may terminate this deed by written notice to the Letting Agent if the Letting Agent:

- (a) purports to assign its interest in this deed in breach of **clause 6**;
- (b) fails or neglects to carry out its Duties and that failure continues for 14 days after the Body Corporate gives written notice to the Letting Agent specifying the Duty which the Letting Agent has failed or neglected to carry out and calling upon the Letting Agent to perform that duty;
- (c) being a company enters into liquidation (whether voluntary, compulsory or provisions), is wound up or dissolved, enters into a scheme of arrangement, is placed under official management, or a receiver and/or agent of a mortgagee is appointed in respect of any of its assets is appointed other than for the purposes of amalgamation or reconstruction;
- (d) being an individual becomes bankrupt or is convicted upon indictment of any criminal offence; or
- (e) has had a separate agreement referred to in Recital A terminated.

8. **TERMINATION BY THE LETTING AGENT**

The Letting Agent may terminate this deed by written notice to the Body Corporate if the Body Corporate fails to carry out its obligations under this deed and that failure or neglect

continues for 14 days after the Letting Agent gives written notice to the Body Corporate specifying the obligation which the Body Corporate has failed to carry out and calling upon the Body Corporate to perform that obligation.

9. NOMINEE OF LETTING AGENT

The Letting Agent may nominate in writing from time to time to the Body Corporate a person to carry out its Duties. Such nomination will not affect the liability of the Letting Agent under this deed.

10. LEAVE

The Letting Agent:

- (a) may appoint a suitable replacement to carry out the Duties for a period, or aggregate periods, of up to four (4) weeks per annum for the purpose of allowing the Letting Agent a holiday for that period each year;
- (b) must provide details of the proposed replacement to the Body Corporate at least two weeks before the commencement of the Letting Agent's proposed holiday (and the Body Corporate will as soon as reasonably practicable indicate its assent or otherwise to the proposed replacement and must not unreasonably withhold or delay assent);
- (c) must ensure that the replacement adequately performs the functions of the Letting Agent under this deed, and any breach of this deed by the replacement will be deemed to be a breach by the Letting Agent.

11. DISPUTES

If any dispute arises between the Letting Agent and the Body Corporate in relation to or incidental to this deed that dispute will be determined in accordance with the dispute resolution provisions of the Act.

12. NOTICES

12.1 All notices and other communications required or permitted to be given under this deed must be in writing, be addressed to the address of the party set out in this deed or at its registered office or last known place of business or at such other address as the party may have notified to the other for that purpose, and be either delivered personally or sent by facsimile transmission or by ordinary mail, postage prepaid.

12.2 A notice sent by facsimile will be deemed to be received:

- (a) on the day of actual receipt if received between the hours of 9.00 a.m. and 4.30 p.m. at the place of receipt; or
- (b) otherwise on the next following day (other than a Saturday, Sunday or public holidays in the place of receipt).

12.3 A notice sent by mail will be deemed to be received only when actually received (and the addressee, when requested by the sender, shall promptly provide the sender with facsimile acknowledgment of receipt, but the delay or failure to give or receive any such acknowledgment will not affect the validity of the notice in respect of which it is sought).

13. COSTS

Each party will bear its own costs of and incidental to the negotiation and preparation of this deed but all stamp duty on this deed will be borne by the Letting Agent.

14. NON-WAIVER ETC

No waiver will be effective unless in writing and signed by or on behalf of the party giving it by a person duly authorised. Any extension of time or other indulgence granted by either party to the other under this deed will not affect the rights of either party under this deed or generally at law.

15. SEVERANCE

If it is held by a court of competent jurisdiction that:

- (a) any part of this deed is void, voidable, illegal or unenforceable; or
- (b) this deed would be void, voidable, illegal or unenforceable unless some part of this deed were severed from it, that part will be severed from, and will not affect the continued operation of, the rest of this deed unless to do so would change the underlying principal commercial purposes of this deed.

16. PROPER LAW

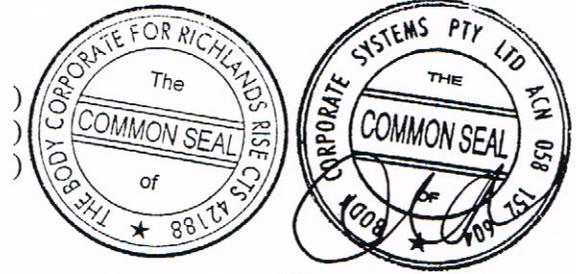
This deed will be governed by and interpreted in accordance with the laws of Queensland.

17. STAFF

The Letting Agent shall at its expense employ such staff as is necessary to carry out the Letting Agent's duties under this Agreement.

IN WITNESS WHEREOF this Agreement has been signed as at the date specified at the commencement of this Agreement.

The common seal of the Body Corporate for "Richlands Rise" Community Titles Scheme 42188 is affixed in the presence of:



Chairman

KEVIN ANTHONY
(name printed)

Secretary

(name printed)

Signed by the Manager *LETTING AGENT*
in the presence of: _____

) *On Behalf*
) *[Signature]*
)

Director

(name printed)

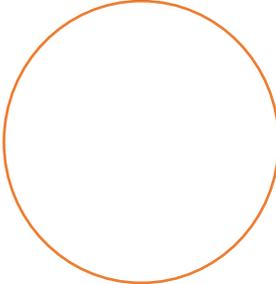
Director/Secretary

(name printed)

EXECUTION

EXECUTED by the parties as a deed:

**THE COMMON SEAL of the Body Corporate)
was affixed pursuant to a resolution of the)
Body Corporate in the presence of two)
officers who certify that they are the proper)
officers of the Body Corporate to affix that)
seal**



.....
Signature

.....
Signature

.....
Print Name of Signatory

.....
Print Name of Signatory

.....
Office Held

.....
Office Held

EXECUTED BY H.S.L.C Pty Ltd ACN 136 649 226)
as trustee for The Hou Shih Family Trust in)
accordance with section 127 of the)
Corporations Act 2001

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Signature

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Signature

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Print Name of Signatory

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Print Name of Signatory

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Office Held

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Office Held

SIGNED SEALED AND DELIVERED by Paul Po-)
Hsin Shih as Guarantor in the presence of:)
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Signature of witness

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Signature

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Print Name of witness