

**BODY CORPORATE FOR CENTRA` TOOWONG COMMUNITY TITLES
SCHEME 49512**

(“BODY CORPORATE”)

**ASPECT PROPERTY GROUP AUST. PTY LTD A.C.N. 099 103 161 AS
TRUSTEE FOR THE LARKIN FAMILY TRUST**

(“LETTING AGENT”)

LETTING AGENTS AGREEMENT

LETTING AGENTS AGREEMENT – CENTRA` TOOWONG COMMUNITY TITLES SCHEME 49512

This Agreement is made the 22nd day of December 2016.

BETWEEN: The Body Corporate for Centra` Toowong Community Titles Scheme
49512 c/- Aspect Body Corporate Management, PO Box 2194,
Toowong Qld 4066

("Body Corporate")

AND: Aspect Property Group Aust. Pty Ltd A.C.N. 099 103 161 as trustee
for the Larkin Family Trust of PO Box 2194, Toowong Qld 4066

("Letting Agent")

INTRODUCTION:

- A The Body Corporate has the power to grant the right to conduct the Letting Agent Business and to enter into an agreement for the provision of Letting Services.
- B The Body Corporate will grant the Letting Agent the right to conduct the Letting Agent Business, and the Letting Agent will provide the Letting Services.
- C The Parties wish to record the terms of their agreement on the following terms:

IT IS AGREED:

1. DEFINITIONS

1.1 Unless the context otherwise requires:

"Act" means the *Body Corporate and Community Management Act 1997*.

"Agreement" means this agreement and all its schedules.

"Associated Party" means:

- (a) in the case of a corporation, a director, secretary or shareholder of that corporation;
- (b) in the case of an individual, a corporation in which the individual is a director, secretary, or shareholder;
- (c) in the case of a partnership, the partners and management staff of the partnership.

"Body Corporate" means the Body Corporate for the Scheme.

"Body Corporate Assets" means the Body Corporate assets for the Scheme.

"Building" means any of the buildings located on the Scheme Land.

"Caretaker" means the caretaker under the Caretakers Agreement.

"Caretaker's Agreement" means the agreement entered into with the Body Corporate with the Caretaker.

"Commencement Date" means 1 January 2017.

"The Committee" means the Committee of the Body Corporate.

"Common Property" means the Common Property of the Scheme.

"Complex" means the Lots and Common Property comprised in the Scheme.

"Letting Agent" means the Letting Agent appointed by the Body Corporate for the Scheme.

"Letting Agent Business" means:

- (a) the letting of Lots for residential tenancies;
- (b) the sale of Lots;
- (c) the hiring of equipment or items the Letting Agent considers desirable and that are not contrary to the interests of the Body Corporate and Owners;
- (d) the provision of any other ancillary services or goods commonly provided in connection with the letting of lots in a complex of the nature of the Property and/or which the Letting Agent wishes to provide.

"Letting Services" means the services, duties and obligations of the Letting Agent under this Agreement.

"Lots" means lots in the Scheme.

"Nominee" means the person nominated by the Body Corporate.

"Occupation Authority Plan" means the plan annexed as Annexure A.

"Owners" means the owners of Lots included in the Scheme and includes mortgagees in possession.

"Plan" means the Survey Plan registered for the Scheme.

"Property" means all land comprised in the Scheme and all improvements erected on the land. Where the context permits the definition extends to all adjoining land over which the Body Corporate has easement rights.

"Regulation" and "Regulation Module" means the regulation module applying to the Scheme.

"Related Agreement" means any agreement entered into by the Letting Agent with the Body Corporate for the provision of caretaking or other services.

"Related Person" means a person or persons who are the directors or shareholders of the Letting Agent who in the reasonable opinion of the Body Corporate hold effective control of the Letting Agent.

"Representative of the Letting Agent" means:

- (a) where the Letting Agent is a corporation, its officers, managers, employees or agents; and
- (b) where the Letting Agent is an individual, his employees or agents.

"Scheme" means the Centra` Toowong Community Titles Scheme 49512.

"Scheme Land" means the Scheme land identified on the Plan.

"Term" means a period of 25 years from the Commencement Date.

2. INTERPRETATION

2.1 Reference to:

- (a) One gender includes the other genders.
- (b) Singular includes the plural and the plural includes the singular.
- (c) A person includes a body corporate.
- (d) A party includes the parties' executors, administrators, successors and permitted assigns.
- (e) A statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of the Statutory Provision.
- (f) All monetary amounts are in Australian dollars, unless otherwise stated.
- (g) If a party consists of more than one person then this Agreement binds them jointly and each of them separately.
- (h) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.
- (i) A party which is a trustee is bound both personally and in its capacity as a trustee.
- (j) "Including" and similar expressions are not words of limitation.

- (k) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (l) If an act must be done, or the last day upon which it may be done, falls on a specified day which is not a Business Day, the act must be done instead on the next Business Day.

3. APPOINTMENT AND TERM

- 3.1 The Body Corporate appoints the Letting Agent for the Term to conduct the Letting Services from the Commencement Date being the 1st day of January 2017 and ending 25 years later on the 31st day of December 2041.

4. LETTING AGENT BUSINESS

- 4.1 The Body Corporate authorises the Letting Agent to conduct a Letting Agent Business for the Scheme during the Term.

5. ACKNOWLEDGEMENT

- 5.1 The Letting Agent acknowledges that Owners are free to choose whether or not they use the services of the Letting Agent or instead, use the services of some other person.
- 5.2 The Body Corporate and the Letting Agent acknowledge and agree that:
 - (a) no remuneration is payable by the Body Corporate under this Agreement or is attributable or apportionable for the conducting of the Letting Agent Business or providing the Letting Services.
 - (b) the Letting Agent is entitled to receive commission and/or fees for providing the Letting Agent Business or the Letting Services from such of the Owners in the Scheme. Any commission and/or fees received by the Letting Agent will be at the rate agreed between the Letting Agent and the consumer of those Letting Services.
 - (c) The Body Corporate will not appoint any other letting agent other than the Letting Agent to offer Letting Services during the Term.
 - (d) The Owner of a Lot may at its discretion engage persons other than the Letting Agent for the provision of Letting Services.
 - (e) The Body Corporate makes no representation that Owners will appoint the Letting Agent as Letting Agent or use the Letting Agent to provide Letting Services.
- 5.3 The Body Corporate consents to the Letting Agent registering and using a business name incorporating the name of the Scheme (excluding "Community Titles Scheme") or any part of it for the Term.

6. LETTING AGENT'S OBLIGATIONS

- 6.1 The Letting Services may be carried out by the Letting Agent or the Representative of the Letting Agent. The Letting Agent may, with the prior

approval of the Body Corporate, allow a third party to conduct the Letting Agent Business and provide the Letting Services and in such case delegate to that third party the Letting Services.

6.2 The Letting Agent must conduct the Letting Agent Business and will provide the Letting Services from any part of the Property designated for use by the Letting Agent for that purpose.

6.3 The Letting Agent must:

- (a) offer Letting Services for the Owners who require that service;
- (b) conduct the Letting Services in a competitive manner to the standard reasonably expected of a development of this type;
- (c) use reasonable endeavours to improve and expand the letting of Lots and to act at all times to further the interests of the Body Corporate and the Owners;
- (d) obtain and comply with all necessary permits, consents or licenses required to provide the Letting Services;
- (e) treat all Owners fairly;
- (f) not discriminate between Owners in the Scheme when letting Lots;
- (g) not give or take any secret commission;
- (h) keep proper records of all lettings and account to the Owners regularly regarding lettings and expenditure incurred in conjunction with those lettings;
- (i) accept the right of Owners to use other Letting Services and must not harass Owners in any way to obtain listings for the Letting Services;
- (j) only let a Lot for those purposes permitted by the by laws for the scheme; and
- (k) supervise the standard of tenants of all lettings arranged by it and ensure so far as practicable that no nuisance is created on the Scheme Land and that the Building and Lots in the Scheme are not brought into disrepute.

6.4 If an Owner engages another person to provide services to the Owner's lot, to assist that person provide those services (including making the lot available for inspection) without demanding any payment or compensation for that assistance.

7. LETTING AGENTS CONDUCT

7.1 The Letting Agent must:

- (a) act honestly, fairly and professionally in conducting the Letting Agent Business;

- (b) exercise reasonable skill, care and diligence in conducting the Letting Agent Business;
- (c) as far as practicable, act in the best interests of the Body Corporate and individual lot owners, unless it is unlawful to do so;
- (d) take reasonable steps to ensure an employee of the Letting Agent complies with the Act, in conducting the Letting Agent Business;
- (e) not engage in fraudulent or misleading conduct in conduct in the Letting Agent Business;
- (f) not engage in unconscionable conduct in conducting the Letting Agent Business under the Letting Agent's authorisation;
- (g) not:
 - (i) cause a nuisance or hazard on Scheme Land; or
 - (ii) interfere unreasonably with the use or enjoyment of a Lot included in the Scheme; or
 - (iii) interfere unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property; or
 - (iv) otherwise behave in a way that unreasonably affects a person's lawful use or enjoyment of a Lot or Common Property.
- (h) take reasonable steps to ensure goods and services the Letting Agent obtains for or supplies to the Body Corporate are obtained or supplied at competitive prices.

8. BODY CORPORATE'S OBLIGATIONS

8.1 To the extent that it can lawfully so covenant, the Body Corporate will not:

- (a) itself conduct; nor
- (b) grant to any other person or entity any rights to conduct in the Complex;

a business the same or similar to the Letting Business.

8.2 To the extent that it can lawfully so covenant, the Body Corporate will:

- (a) ensure that the Common Property is cleaned and maintained to the standard of a complex of the nature as the Complex; and
- (b) co-operate with the Letting Agent in taking all action reasonably and practically necessary to stop any person or entity from conducting in the Complex a business the same or similar to the Letting Business.

9. SIGNS

- 9.1 The Letting Agent may at its own cost, erect or procure the erection of signs in or about this Scheme Land for the purpose of promoting and advertising the Letting Services. Those signs must be of a size, type and design and be placed in locations approved of in writing by the Committee.
- 9.2 Upon the expiry or termination of this Agreement the Letting Agent must remove any signs erected pursuant to this clause and restore the surfaces of the effected Scheme Land to its original condition.

10. INSTRUCTIONS

- 10.1 The Body Corporate must:
- (a) nominate one person to communicate with the Letting Agent on its behalf; and
 - (b) notify the Letting Agent in writing of the appointment of that Nominee or its replacement.
- 10.2 The Letting Agent must:
- (a) confer with the Nominee concerning the Letting Services; and
 - (b) attend any general meeting or Committee meeting of the Body Corporate if requested and given reasonable notice by the Nominee.

11. ASSIGNMENT

- 11.1 The Letting Agent must not assign its interest in this Agreement unless it obtains the Body Corporate's consent.
- 11.2 The Body Corporate must:
- (a) not unreasonably, arbitrarily or capriciously refuse or delay giving its consent to any proposed assignment; and
 - (b) give its consent or refusal to any proposed assignment within 30 days of the Letting Agent giving to it the information reasonably necessary for the Body Corporate to properly consider the proposed assignment.
- 11.3 Before giving its consent to any proposed assignment, the Body Corporate will be entitled to require:
- (a) satisfactory evidence that the proposed assignee and any Associates are financially sound and reputable, responsible, respectable and capable of satisfactorily performing the Letting Services; and
 - (b) business and personal references of the proposed assignee and any Associates.
- 11.4 As a condition of giving its consent to any assignment, the Body Corporate will be entitled to require:

- (a) that the proposed assignee execute in favour of the Body Corporate a Deed of Covenant to comply with the terms of this Agreement;
- (b) that the Letting Agent pay to the Body Corporate all legal costs incurred by it in giving its consent;
- (c) if the proposed assignee is a company, other than a public company, personal guarantees from the directors; and
- (d) that the assignee, or if it is a company, it or the Related Person become the assignee of rights to act as Caretaker in respect of the Scheme.

11.5 The Body Corporate must not require or receive any premium, payment or benefit for any request to consent or consent given under this clause, except as provided in Clause 11.4(b).

12. TERMINATION

12.1 The Body Corporate may terminate this Agreement in any of the circumstances allowed for under the Act and Regulation. Any such termination shall be effected in the manner as specified in the Act and Regulation.

13. CARETAKING BUSINESS

13.1 If the Letting Agent has entered into a Caretaking Agreement with the Body Corporate contemporaneously with entering into this Agreement, the parties acknowledge and agree that:

- (a) a default under either of the Caretaking Agreement will constitute a default under this Agreement and vice versa;
- (b) upon the expiration or termination of the Caretaking Agreement, this Agreement will expire or terminate on the same date; and
- (c) the Body Corporate need not give its consent to an assignment of this Agreement unless the Letting Agent assigns to the proposed assignee at the same time its interest in the Caretaking Agreements.

14. OCCUPATION AUTHORITY

14.1 The Body Corporate grants the Letting Agent the exclusive right (with the Caretaker) to use and occupy the areas identified on the Occupation Authority Plan for the purposes of operation of an office and storage and to assist the Letting Agent in performing its duties under this Agreement

15. FURTHER ASSURANCES

15.1 Each party must promptly or at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

16. SEVERABILITY

16.1 If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

17. ENTIRE UNDERSTANDING

17.1 This Agreement:

- (a) contains the entire Agreement and understanding between the Parties on everything connected with the subject matter of this Agreement; and
- (b) supersedes any prior agreement or understanding or anything connected with that subject matter.

17.2 Each Party has entered into this Agreement without relying on any representation by any other Party or any person purporting to represent that Party.

18. VARIATION

18.1 An amendment or variation to this Agreement is not effective unless it is in writing and signed by the Parties.

19. WAIVER

19.1 A Party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.

19.2 The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or rights.

19.3 A waiver is not effective unless it is in writing.

19.4 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

20. COSTS AND DISBURSEMENTS

20.1 Each party must pay its own costs and disbursements connected with the negotiation, preparation and execution of this Agreement.

20.2 The Caretaker shall pay all duties associated with this Agreement.

21. NOTICES

21.1 A notice or other communication ("Notice") connected with this Agreement has no legal effect unless it is in writing and:

- (a) delivered by hand at the address of the addressee set out in this Agreement or subsequently notified;
- (b) sent by post, postage pre-paid, to that address; or
- (c) sent by facsimile to the facsimile number of the addressee.

21.2 A Notice is deemed given and received:

- (a) if delivered, upon delivery;

- (b) if sent by post on the second Business Day (to the address to which it is posted) after posting; or
- (c) if sent by facsimile before 5.00pm on a Business Day at the place of receipt on the day it is sent or otherwise on the next Business Day at the place of receipt.

21.3 Despite the previous clause, a facsimile is not deemed given or received unless at the conclusion of the transmission the sender's facsimile machine issues a transmission report which indicates that relevant facsimile has been sent.

22. GOVERNING LAW AND JURISDICTION

22.1 The law of Queensland governs this Agreement.

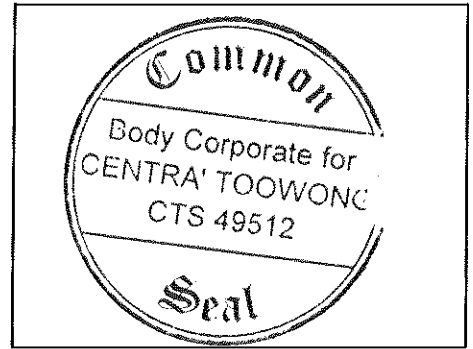
22.2 The parties submit to the non-exclusive jurisdiction of the courts of Queensland and consent to all claims and disputes in relation to this Agreement being instituted in the central Brisbane jurisdiction.

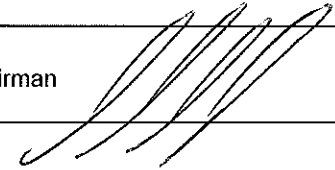
23. COMPLIANCE

23.1 The Parties agree to comply with the provisions of all statutes regulating or related to this Agreement.

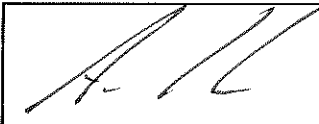
Executed as an Agreement the 22nd day of December 2016.

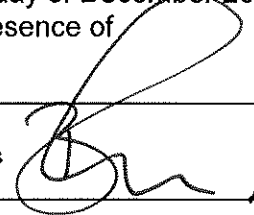
The Common Seal of Centra' Toowong]
Community Titles Scheme 49512 was]
affixed this 22nd day of December 2016]
in the presence of:]




Chairman 

Signed Sealed and delivered by]
the Letting Agent]
the 22nd day of December 2016]
in the presence of]



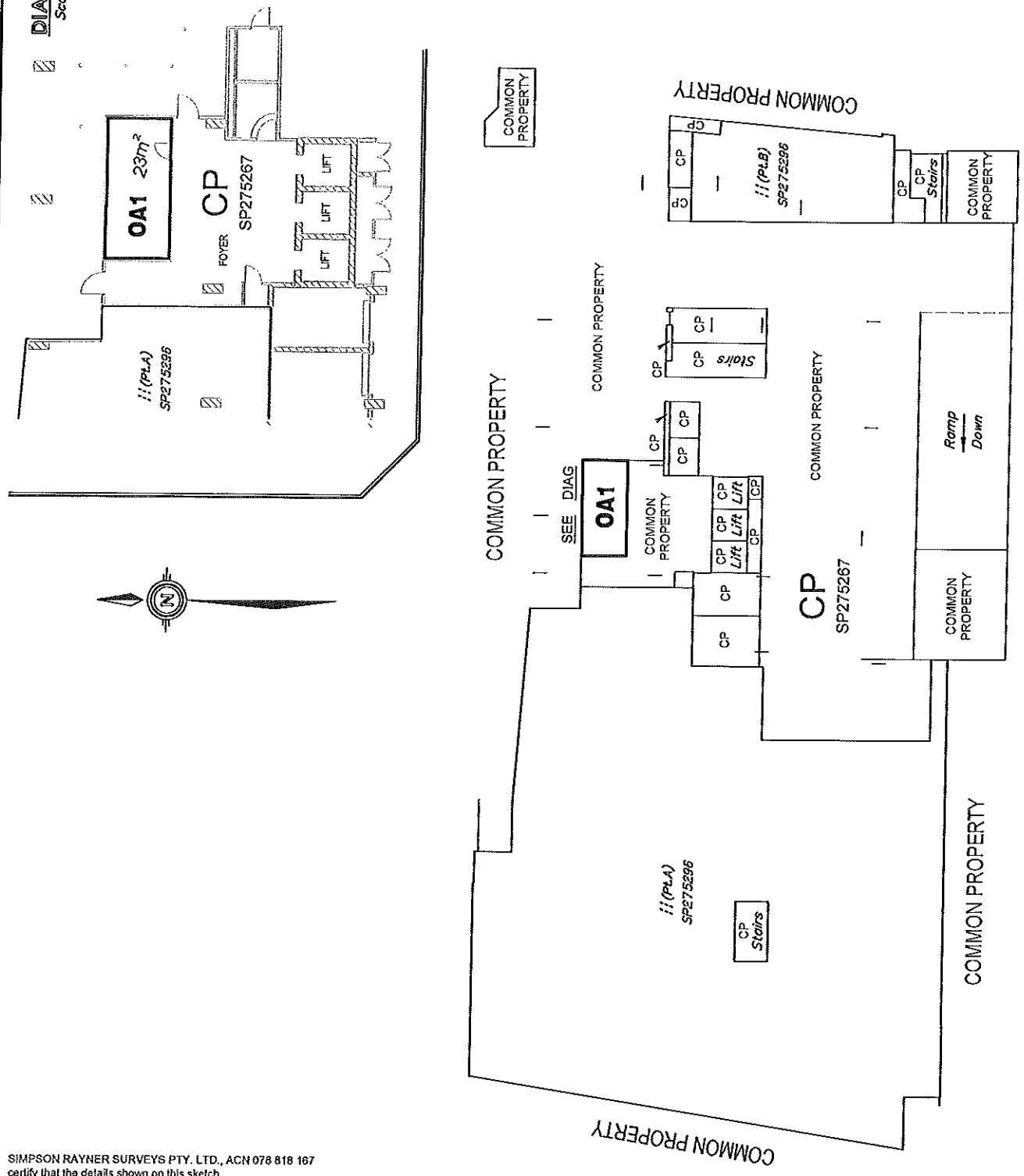
A witness 


Full name of witness

ANNEXURE A
OCCUPATION AUTHORITY PLAN

"CENTRÀ ON ARCHER" CTS

DIAGRAM
Scale 1:200



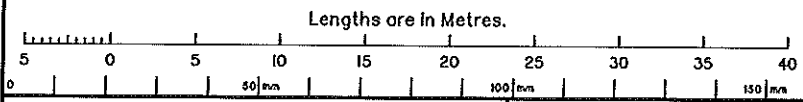
SIMPSON RAYNER SURVEYS PTY. LTD., ACN 078 818 167
certify that the details shown on this sketch
plan are correct.

[Signature]
Cadastral Surveyor
28/10/2016
Date

Occupation Authority areas are defined
by structural elements as shown.

LEGEND

— Denotes face of wall



EXAMINED	SIMPSON RAYNER SURVEYS PTY LTD A.C.N. 078 818 167
PASSED	<i>[Signature]</i>
DESIGNATION	CADASTRAL SURVEYOR
ENDORSED	ACCREDITED

SIMPSON RAYNER SURVEYS
SIMPSON RAYNER SURVEYS PTY LTD A.C.N. 078 818 167
CADASTRAL LAND SURVEYORS, PLANNERS
AND LAND DEVELOPMENT CONSULTANTS
5/M53 Metroplex Avenue, MURARRIE Q 4172
Telephone (07) 3899 8105 Fax. (07) 3899 8107
Email: info@srsurveys.com.au

PLAN OF OCCUPATION AUTHORITY
AREA ON LEVEL D IN
COMMON PROPERTY ON SP275267
"CENTRÀ ON ARCHER"
CTS
LOCALITY TOOWONG

LOCAL AUTHORITY BRISBANE CITY COUNCIL		SURV. J.C.
JOB NO. 14056	DWG FILE SR140512	DRAWN
DATE 28/10/2016		S.R.P.D.
HORIZONTAL DATUM SP275267	VERTICAL DATUM	CHECK
SCALE @ A3 1:300	PLAN REF. 14056 A3/6	J.C.

DRAWN - Starfields