

**DEED OF AUTHORISATION
(LETTING AGREEMENT)
TRICKETT GARDENS CTS 11794**

BETWEEN

BODY CORPORATE FOR TRICKETT GARDENS CTS 11794

AND

**DEVITA MANAGERMENTS PTY LTD ACN 154 565 563 AS TRUSTEE FOR THE DEVITA
FAMILY TRUST**

AND

RINO MICHAEL DEVITA AND TAMARA LOUISE DEVITA

AND

**MARIE LOUISE GLORIA DEVITA, RINO MICHAEL DEVITA AND TAMARA LOUISE
DEVITA**



Deed of Authorisation

Trickett Gardens CTS 11794

THIS DEED made the 14TH day of NOVEMBER 2013

BETWEEN BODY CORPORATE FOR TRICKETT GARDENS COMMUNITY
TITLES SCHEME 11794 (Body Corporate)

AND DEVITA MANAGERMENTS PTY LTD ACN 154 565 563 AS TRUSTEE
FOR THE DEVITA FAMILY TRUST (Agent)

AND RINO MICHAEL DEVITA & TAMARA LOUISE DEVITA (Lot Holder)

AND MARIE LOUISE GLORIA DEVITA, RINO MICHAEL DEVITA AND
TAMARA LOUISE DEVITA (Guarantor)

RECITAL:

- A. The Body Corporate and the Agent and Guarantor (through assignment) are parties to the Original Letting Agreement.
- B. The Agent has requested the Body Corporate to enter into this Deed which will adopt the terms and conditions of the Original Letting Agreement, with certain variations, for a new term and the Body Corporate has, at a general meeting, resolved to enter into this Deed.

OPERATIVE PART:

1. DEFINITIONS

In this Deed, these terms where capitalised have the following meaning unless the context otherwise requires:

Act means the *Body Corporate & Community Management Act 1997*;

Commencement Date means 1 November 2013;

Deed means this Deed of Authorisation, including all annexures;

Division 8 means Division 8 in Part 2 of Chapter 3 of the Act;

Expiry Date means 31 October 2038;

Agent means Devita Managements Pty Ltd ACN 154 565 563 as trustee for the Devita Family Trust including its administrator and permitted assigns;

Original Letting Agreement means the Letting Agreement for the Scheme dated 14 January 2000 (a copy of which is attached to this Deed and marked with the letter 'A') between the Body Corporate and Paradise Resort Management Pty Ltd;

Owner's Lot means lot 1 in BUP 3366;

Scheme means Trickett Gardens CTS 11794.

2. INTERPRETATION

In this Deed:

- (a) terms used in this Deed have the same meaning as those terms have under the Original Initial Letting Agreement except as otherwise provided for in this Deed.
- (b) Variations made to the Original Letting Agreement which include terms not defined in the Original Letting Agreement shall incorporate the meaning of those terms as defined in this Deed.
- (c) Words importing any gender will include all other genders.
- (d) Words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or otherwise and vice versa.
- (e) References to any of the parties include in the case of a person, their personal representatives and permitted assigns, and in other cases their successors and permitted assigns.
- (f) Any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any one or more of them jointly and each of them severally.
- (g) Words importing the singular will include the plural and vice versa.
- (h) Headings are included for convenience only and will not affect the interpretation of this Deed or any Schedule.

- (i) In interpreting this Deed, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of this Deed or any part of it.
- (j) Unless application is mandatory by law, any statute, proclamation, order, regulation or moratorium present or future will not apply to this Deed so as to abrogate, extinguish, impair, diminish, fetter, delay or otherwise prejudicially affect the exercise or enjoyment of any rights, powers, privileges, remedies or discretions given or accruing to any party.

3. AUTHORISATION OF AGENT

The Body Corporate authorises the Agent to act as letting agent for the Scheme for a term of 25 years commencing on 1 November 2013 and expiring on 31 October 2038 on the same terms and conditions as contained in the Original Letting Agreement except as follows:

- (a) The deletion of clause 1 and the substitution of the following:

“TERM OF AGREEMENT

- 1 The Body Corporate authorises the Agent to act as letting agent for the scheme for the term of 25 years commencing on 1 November 2013 and expiring on 31 October 2038 and the Agent accepts such authorisation upon the terms and conditions hereinafter appearing.”

- (b) By deleting clause 8.

4. SURRENDER OF ORIGINAL LETTING AGREEMENT

The rights and obligations of the Body Corporate and the Agent under the Original Letting Agreement shall terminate as at the Commencement Date and after that date the parties shall have no rights or claims against each other under the Original Letting Agreement except for any liability that arose before the Commencement Date.

5. COSTS

The reasonable legal and administrative costs of and incidental to the preparation and stamping of this Deed shall be borne by the Manager.

6. TRUSTEE PROVISIONS

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

- (a) the Agent warrants it has full power under the Trust to enter into and perform its obligations under this Deed;
- (b) the obligations and liabilities of the Agent under this Deed extend to the fund and any other assets of the Trust (*Trust Fund*);
- (c) the Agent shall on the written demand or direction of the Body Corporate exercise all rights of indemnity it may at any time have against the Trust Fund and any beneficiaries or unit holder under the Trust or any of the same for the benefit of the Body Corporate;
- (d) the Agent is liable under this Deed both in its personal capacity and as trustee of the Trust; and
- (e) the Agent must 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 Trust and the Trust Fund within 14 days of written request for the same by the Body Corporate.

7. DIVISION 8 COVENANT BY LOT HOLDER

7.1 Agreement to Transfer Interest

The Lot Holder agrees that it will transfer its interest in the Owner's Lot in accordance with Division 8, in the event that:

- (a) there are valid grounds for requiring the Agent to transfer its interest in this Deed pursuant to Division 8; and
- (b) the Body Corporate gives the Agent a valid transfer notice under Division 8.

7.2 Ensure Contemporaneous Transfer

The Lot Holder agrees to do all things required of it to ensure that a transfer of its interest in the Owner's Lot under this clause is contemporaneous with the transfer of the Agent's interest in this Deed.

7.3 **Authority in Non Compliance**

The Lot Holder authorises the Body Corporate to act in its place if it does not comply with its obligations under this Deed.

8. **GUARANTEE AND INDEMNITY**

8.1 **Performance**

The Guarantor guarantees the due and punctual performance and observance by the Agent of its obligations under the Agreement.

8.2 **Indemnity**

The Guarantor indemnifies the Body Corporate against and in respect of any loss, damage, costs or expenses sustained or incurred by the Body Corporate in consequence of any failure on the part of the Agent to discharge an obligation pursuant to the Agreement.

8.3 **Guarantee by Grantor**

In consideration of the Body Corporate, at the request of the Guarantor, entering into this Deed, the Guarantor hereby agrees with the Body Corporate as follows:

- (a) The Guarantor's guarantee:
 - (i) the performance by the Agent of its obligations under this Deed; and
 - (ii) the payment of all loss and damage recoverable by the Body Corporate from the Agent.
- (b) This Guarantee extends to claims by the Body Corporate payable in the terms of this Deed:
 - (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 Agent and the Guarantor,
on a full indemnity basis.
- (c) Where more than one person executes this Guarantee:
 - (i) the term Guarantor in this clause refers to each of the Guarantors and to all of them;
 - (ii) their obligations as Guarantor are joint and several;

- (iii) the Body Corporate may enforce this Guarantee against all or any of them;
- (iv) any notice or demand may be served on all of them by serving any one of them;
- (v) this Guarantee remains binding on the other Guarantors even if:
 - (A) any Guarantor fails to execute this Deed or enter into this Deed;
 - (B) this Guarantee is not binding on any Guarantor;
 - (C) the Body Corporate shall release any Guarantor from liability under this Guarantee.
- (d) this Guarantee is not discharged and the Body Corporate's rights against the Guarantor are not affected by any of the following:
 - (i) the granting of any indulgence or extension of time by the Body Corporate to the Agent or to the Guarantor;
 - (ii) the Body Corporate's failure to enforce covenants under this Deed against the Agent;
 - (iii) the total or partial release of liability of the Agent or of one of the Guarantors by the Body Corporate;
 - (iv) the variation of any provision of this Deed between the Body Corporate and the Agent without the Guarantor's consent;
 - (v) the winding up of the Agent or the death or bankruptcy of one of the Guarantors; and
 - (vi) the disclaimer of this Deed following the Agent's insolvency.
- (e) in respect of any payment made by or on behalf of the Agent under this Deed which is void or is voided for any reason, the Guarantor shall remain liable under the Guarantee as if that payment had not been made.

8.4 Payment of Outstanding Money

The Body Corporate is entitled to require the Guarantor to pay to the Body Corporate any outstanding money or other amount to compensate the Body Corporate for any loss or damage without the Body Corporate having made any claim or instituted any proceedings against the Agent in respect of such monies.

8.5 Obligations not Merge

The obligations of the Guarantor will not merge or be deemed to merge in any judgment obtained by the Body Corporate against the Agent.

8.6 Not Enforceable

If any term of this Deed is not enforceable against the 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 were solely or principally liable as the Agent under this Deed.

8.7 Waiver

The Guarantor waives in favour of the Body Corporate, the Agent and any other persons, estate or assets so far as necessary to give effect to anything contained in this Guarantee.

8.8 Obligations Guaranteed

The obligations of the Agent the performance of which are hereby guaranteed, include any obligations arising during any extension or renewal of this Deed.

8.9 Indemnity

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

9. FURTHER ASSURANCE

Each of the parties will and will procure every other person as required to sign and execute all such further documents and otherwise do all such things as may be necessary or desirable to give full force and effect to this Deed.

10. **WARRANTY OF AUTHORITY**

Each person signing this Deed:

- (a) as attorney for any party warrants to the other parties that at the date of execution by him he has not received any notice or information of the revocation of the power of attorney appointing him; and
- (b) as an authorised officer, agent or trustee of any party warrants to the other parties that at the date of execution he has full authority to execute this Deed in that capacity.

11. **SEVERANCE**

In the event that any part of this Deed be acknowledged by the parties, or be adjudged by a Court or be held or rendered by any competent Government authority to be invalid, illegal or unenforceable, such part will be severed from the remainder of this Deed and will be deemed never to have been part of it and the remainder of it will subsist and remain in full force and effect unless the basic purposes of it would be defeated.

12. **COUNTERPART CONDITION**

This Deed may be executed in any number of counterparts and facsimile counterparts and by different persons on separate counterparts. All such counterparts taken together are deemed to constitute one and the same Deed.

EXECUTION

Executed as a Deed.

THE SEAL OF BODY CORPORATE FOR)
TRICKETT GARDENS CTS 11794 is attached)
on the 14th day of November 2013 in)
accordance with section 190 of the *Body)
Corporate and Community Management)
(Accommodation Module) Regulation 2008* in the)
presence of:

Affix Body Corporate Seal here



[Handwritten signature]

*Committee Member

[Handwritten signature]

Committee Member

PETER HELMER

(Print full name of Committee Member)

ADRIANA MARRONE

(Print full name of Committee Member)

* *The Body Corporate seal must be attached in the presence of at least 2 committee members and the committee members must sign as witnesses to the sealing of the document*

EXECUTED by DEVITA MANAGERMENTS)
PTY LTD ACN 154 565 563 in accordance)
with Section 127 of the *Corporations Act (Cth)*)
2001)

[Handwritten signature]

SOLE Director/Secretary

x

~~Director~~

MARIE LOUISE GLORIA DEVITA

(Print full name of Office Holder)

(Print full name of Office Holder)

Lot Holders:

SIGNED SEALED AND DELIVERED by the)
said **RINO MICHAEL DEVITA** in the)
presence of:)

x 

x 

Adult Independent Witness

SIGNED SEALED AND DELIVERED by the)
said **TAMARA LOUISE DEVITA** in the)
presence of:)

x 

x 

Adult Independent Witness

Guarantors:

SIGNED SEALED AND DELIVERED by the)
said **MARIE LOUISE GLORIA DEVITA** in)
the presence of:)

x 

x 

Adult Independent Witness

SIGNED SEALED AND DELIVERED by the)
said **RINO MICHAEL DEVITA** in the)
presence of:)

x 

x 

Adult Independent Witness

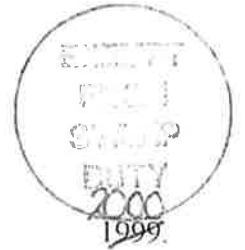
SIGNED SEALED AND DELIVERED by the)
said **TAMARA LOUISE DEVITA** in the)
presence of:)





Adult Independent Witness

"A"



LETTING AGREEMENT

THIS DEED is made the 14TH day of JANUARY

BETWEEN: The Body Corporate known as BODY CORPORATE FOR "TRICKETT GARDENS" COMMUNITY TITLES SCHEME 11794 of C/- BUGT Management, PO Box 7926 Gold Coast Mail Centre 9726 in the State of Queensland (hereinafter together with its successors, administrators and assigns called "the Body Corporate") of the one part

AND: PARADISE RESORT MANAGEMENT PTY LTD ACN⁰⁷⁹⁹⁸⁹⁶²⁹ of C/- McDonald Balanda & Associates, 76 Appel Street, Surfers Paradise in the State of Queensland (hereinafter called "the Agent") of the other part.

WHEREAS:

- A. The Body Corporate is the Body Corporate for the purpose of the Body Corporate and Community Management Act 1997 in respect of Community Titles Scheme 11794 relating to a building complex known as "TRICKETT GARDENS" situated at 24-30 Trickett Street, Surfers Paradise in the State of Queensland (which complex is hereinafter called "the complex").
- B. It has been agreed by and between the parties that the Body Corporate will grant the Agent the right to let lots in the complex for and on behalf of such lot owners as shall request that service.

TERM OF AGREEMENT

- 1 The term of this Agreement shall be FIVE (5) YEARS to commence on and from the 15th December, 1999 and expiring on the 14th December, 2004.

LETTING

- 2 (a) The Agent is entitled to carry on from Lot 1 (hereinafter called "the lot") the business of a real estate agency for the letting of lots within the complex on behalf of such owners of lots in the complex as require that service together with all associated services commonly rendered in connection with such an agency.
- (b) The Agent hereby acknowledges and agrees that any lot owner may use the services of any similar business or businesses at the election of any such lot owner and the Agent warrants that it will not hinder any person so engaged.

COVENANT BY THE BODY CORPORATE

- 3 To the extent of its power to legally do so the Body Corporate covenants that with respect to the letting of any lots in the complex it shall not authorise any person or corporation other than the Agent to act as agent with respect to any such lettings. This covenant shall bind the Body Corporate and not the individual owners of lots in the complex who shall be entitled to exercise their rights in accordance with Clause 2(b).

ASSIGNMENT

- 4 The Agent shall be at liberty to assign the Agent's interest in this Agreement to any person firm or corporation subject to the prior approval of the committee of the Body Corporate. Such approval shall not be unreasonably withheld if the proposed assignee is responsible, respectable and financially sound and capable of conducting the obligations of the Agent under this Agreement. The obligation of providing information in such regard shall be that of the Agent and whether or not such requirements are met shall be determined by a vote of the Committee of the Body Corporate, which shall be a majority vote. The Body Corporate Committee must act reasonably in determining whether the Manager is entitled to assign the benefit of this Agreement. It is agreed that in the event of a proposed assignment by the Agent, notice in writing shall be given to the Committee of the Body Corporate of such proposal, which notice shall include all pertinent details of the proposed assignee or assignees and shall provide at least two character references where applicable, and at least two business references including a bank opinion in respect of such assignee or assignees.

It is further agreed that the Body Corporate shall be given a period of one (1) month at the least to consider such proposed assignee or assignees and the Body Corporate's decision in respect of the suitability of such assignee or assignees so proposed shall be communicated in writing by the Committee of the Body Corporate to the Agent within the said period of one (1) month. The Body Corporate shall be entitled to require as a condition of consent that the assignee executes in favour of the Body Corporate a Deed of Covenant to perform observe and fulfil the terms covenants and conditions on the part of the Agent herein expressed or implied to be performed observed or fulfilled. Where the assignee is a corporation the Body Corporate shall be entitled to require that the directors of the assignee shall execute the Deed of Covenant as guarantors for the performance by the assignee. Such Deed of Covenant shall be prepared stamped and registered by the Solicitors for the Body Corporate at the expense of the Agent. The Agent shall not be entitled to assign his interest in any manner other than strictly as provided herein.

COMPANY AGENT'S NOMINEE

- 5
- (a) The Body Corporate agrees that in the event that the Agent from time to time is a corporation or a partnership then the Agent shall from time to time appoint a nominee or nominees.
 - (b) The Agent shall perform all of its duties or obligations hereunder through the nominee or nominees.
 - (c) The nominees shall have all the rights authorities and powers given hereunder to the Agent.
 - (d) The Agent shall be responsible for any remuneration payable to the nominees.
 - (e) Notwithstanding the rest of this clause the Agent shall be liable and responsible for the performance of all acts deeds and things required under this agreement.
 - (f) The appointment of the nominee or nominees or any replacement shall be subject to the approval of the Body Corporate which approval shall not be withheld in the case of:-

- (i) a respectable and responsible person capable of performing the agents duties under this Agreement; or
- (ii) where there is more than one nominee, respectable and responsible persons who between them are capable of performing the agents duties under this Agreement.

The onus of proof of such respectability and responsibility shall lie on the Agent.

TERMINATION BY THE BODY CORPORATE

6 Without limiting the statutory rights of the Body Corporate from time to time this agreement may be terminated by the Body Corporate by notice in writing to the Agent in the event that the Agent:-

- (a) Assigns or transfers or attempts to assign or transfer the rights and liabilities contained in this agreement except in accordance with the other provisions herein;
- (b) Fails or neglects to carry out the contractual duties pursuant to this agreement without good reason and such failure or neglect continues for a further period of fourteen (14) days after notice in writing shall have been given to the Agent specifying the duty or duties which the Agent has failed or neglected to carry out and requiring the Agent to perform such duty or duties;
- (c) Engages in gross misconduct or is grossly negligent in the carrying out or failing to carry out the functions required under this Agreement;
- (d) Shall be adjudicated bankrupt or be liquidated or wound up or convicted on indictment of any criminal charge or, in the case of a company, have a receiver or receiver/manager appointed; or
- (e) Ceases to be the Manager under the Carctaking Agreement between the Letting Agent, as Manager, and the Body Corporate entered into contemporaneously with this Agreement.

TERMINATION OTHERWISE

7 Otherwise in the event that:-

- (i) either party to this Agreement is in default hereunder; and
- (ii) the other party shall have given fourteen (14) days notice in writing to the party in default specifying the default and;
- (iii) the default has not been remedied within such period of fourteen (14) days.

Then the party giving such notice may forthwith by further notice in writing determine this agreement.

OPTION FOR RENEWAL

- 8 The Agent shall have the option of renewal of this Agreement for a further term as Agent for a period of FIVE (5) YEARS from the date of expiration of the original term upon the same terms and conditions as are set forth herein with the exception of this clause. Such option must be exercised by the Agent giving notice in writing to the Body corporate at least three (3) calendar months prior to the date of expiration of the preceding term.

NOTICES

- 9 (a) Any notice, demand or other document authorised or required to be given or served pursuant hereto shall be sufficiently given or served if given or served:-
- (i) by delivering the same personally to the addressee; or
 - (ii) by posting same to the addressee by prepaid ordinary post as a letter addressed to the addressee at the addressee's usual or last known place of abode or, if the addressee is in business as a principal, at his usual known place of business; or
 - (iii) in the case of a corporation by leaving same, or by posting same by prepaid ordinary post, as a letter addressed in either case to the corporation at its registered office or principal place of business in Queensland; or
 - (iv) in accordance with the procedures set out in any legislation governing the Body Corporate; or
 - (v) in accordance with the procedures set out in Section 257 of the Property Law Act 1974; or
 - (vi) in any other manner recognised by law
- (b) A notice, demand or other document which is posted shall be deemed to have been served, unless the contrary is shown, at the time when by ordinary course of post same would be delivered.

ARBITRATION

- 10 In the event of any dispute arising between the Agent and the Body Corporate touching upon any matter arising under the terms of this agreement or incidental hereto or relative to the interpretation of any of the provisions hereof then the same shall be settled by an arbitrator to be mutually agreed upon between the parties and in default of agreement then by such arbitrator as may be nominated for the purpose by the president for the time being of the Queensland Law Society Incorporated and the decision of such arbitrator shall be final and binding between the parties and such arbitration shall be carried out pursuant to the provisions of the Commercial Arbitration Act 1990.

INSTRUCTIONS FROM BODY CORPORATE TO AGENT

- 11 The Committee of the Body Corporate shall from time to time authorise one of its members (herein referred to as "the Body Corporate representative") to give instructions to and communicate with the Agent on behalf of the Body Corporate and not more than one member of

the Committee at any time shall be given such authority and the Body Corporate shall advise the Agent in writing details of the member who is for the time being so authorised.

AGENT'S LEAVE

- 12 The Agent shall have the right to appoint a suitable person to carry out the Agent's functions pursuant to this Agreement in the event of an emergency arising or annually for a period or periods for the total of four (4) weeks for the purpose of allowing the Agent a holiday for that period each year.

On each occasion details of the proposed replacement shall be provided to the Body Corporate (and in the event of holidays at least one (1) calendar month prior to the commencement of the Agent's proposed holiday in each year) and the Body Corporate shall as soon as reasonably practicable indicate its assent or otherwise to the proposed person. Such assent shall not be unreasonably withheld. It shall be a matter for the Agent to ensure that the person or persons from time to time adequately perform the functions of the Agent pursuant to this Agreement and any breach of this Agreement on the part of such person or persons shall be deemed to be a breach by the Agent. Any remuneration payable to such person or persons shall be the responsibility of the Agent.

COSTS

- 13 The costs of preparation and stamping of this agreement shall be borne by the Agent.

SEVERANCE

- 14 All rights duties or obligations given or imposed by virtue of this agreement are so given and/or imposed to the extent that they are lawful and if at any time, any provision hereof is, or becomes illegal, invalid, unenforceable or void in any respect then that provision shall be ignored, read down or severed respectively so far as is possible at the same time preserving the essence of the bargain between the parties hereto and evidenced by these presents, so as to uphold the legality and validity and enforceability of the remaining provisions hereof.

INTERPRETATION

- 15 Unless the context otherwise requires:-
- (i) in this Agreement words importing the singular number shall include the plural AND words importing the neuter gender shall be read as importing such gender as the case may require from time to time AND words importing corporations shall include a person or persons and vice versa as the case may require from time to time;
 - (ii) any reference to a statute is to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules by-laws, proclamations, orders and other authorities pursuant to the statute.
 - (iii) headings have been inserted for guidance only and shall not form part of nor affect the interpretation hereof;

the Committee at any time shall be given such authority and the Body Corporate shall advise the Agent in writing details of the member who is for the time being so authorised.

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 - (ii) any reference to a statute is to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules by-laws, proclamations, orders and other authorities pursuant to the statute.
 - (iii) headings have been inserted for guidance only and shall not form part of nor affect the interpretation hereof;

- (iv) Whenever the same is used herein the word "Agent" shall mean, include and bind the Agent or where there is more than one the Agents and his her or their (whichever the case may be) executors administrators successors and assigns or in the case of a company the Agent and its administrators and assigns;
- (v) Where two (2) or more persons are named herein as the Agent or become the Agent the expression "the Agent" shall be a reference to those persons jointly as well as to each of them severally and this instrument and the obligations and agreement on their part herein contained or implied shall bind those persons jointly as well as each of them severally;
- (vi) Unless otherwise defined herein, words and expressions defined in the Body Corporate and Community Management Act 1997 to have particular meaning shall have that meaning when used herein.

IN WITNESS WHEREOF the parties hereto have executed sealed and delivered this Deed

THE COMMON SEAL of
 BODY CORPORATE FOR TRICKETT
 GARDENS COMMUNITY TITLES
 SCHEME 11794
 was hereunto affixed
 pursuant to a resolution of the Body
 Corporate under the hands of
Nick Wank
 the Secretary and *Ian Alder-dire*
 a Member of the Committee



THE COMMON SEAL of PARADISE
 RESORT MANAGEMENT PTY LTD)
 ACN 079 989 629 as Agent)
 was hereunto affixed pursuant to its Articles)
 of Association)



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 BOX 5164. GOLD COAST MAIL CENTRE QLD 4217 PH: (07) 55 382277