

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

| Holder of relevant interest | Registered holder of securities | Person entitled to be registered as holder (8) | Nature of relevant interest (6) | Class and number of securities | Person's votes |
|-----------------------------|---------------------------------|--|---|--------------------------------------|----------------|
| A.C.N. 145 582 136 Pty Ltd | A.C.N. 145 582 136 Pty Ltd | A.C.N. 145 582 136 Pty Ltd | As per Deed of Variation contained in Annexure A. | 8,520,354 fully paid ordinary shares | 8,520,354 |

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

| Name and ACN/ARSN (if applicable) | Nature of association |
|-----------------------------------|-----------------------|
| | |

6. Addresses

The addresses of persons named in this form are as follows:

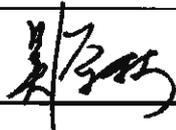
| Name | Address |
|--|--|
| A.C.N. 145 582 136 | Suite 609, Level 6 451 Pitt Street SYDNEY NSW 2000 |
| David Wu | Suite 609, Level 6 451 Pitt Street SYDNEY NSW 2000 |
| China Pacific Pty Ltd A.C.N. 139 169 672 | Suite 609, Level 6 451 Pitt Street SYDNEY NSW 2000 |

Signature

print name **Yuanlin Wu**

capacity Director

sign here



date / /

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 6 of the form.
- (2) See the definition of 'associate' in section 9 of the Corporations Act 2001.
- (3) See the definition of 'relevant interest' in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of 'relevant agreement' in section 9 of the Corporations Act 2001.
- (7) Details of the consideration must include any and all benefits, money and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write 'unknown'.

(9) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

JXA10083317 3395634v1

ANNEXURE A

Deed of Variation

A.C.N. 145 582 136 Pty Ltd

China Pacific Pty Ltd

Pointon Holdings Pty Ltd

Brett Pointon

Centrepont Holdings Pty Ltd

The Oaks Apartment Management Pty Ltd

DEED OF VARIATION

SHARE SALE DEED

*This is Annexure "A" referred to in the ASIC
form 604 dated 25 August 2010*

Yuanlin Wu

COOPER GRACE WARD
Lawyers
Level 21, 400 George Street
Brisbane Qld 4000

T 61 7 3231 2444
F 61 73221 4356
W www.cgw.com.au

STW10083317 3390679v1

DEED OF VARIATION - SHARE SALE DEED

PARTIES

A.C.N. 145 582 136 Pty Ltd ACN 145 582 136 of Level 6, Suite 609, 451 Pitt Street SYDNEY NSW
(Assignee)

China Pacific Pty Ltd ACN 139 169 672 of Level 6, Suite 609, 451 Pitt Street SYDNEY NSW
(Purchaser)

Pointon Holdings Pty Ltd ACN 065 039 992 as trustee for BM & EJ Pointon Family Trust of Level 4,
97 Creek Street BRISBANE QLD (Vendor 1)

Brett Pointon (Vendor 2)

Centrepont Holdings Pty Ltd ACN 086 110 009 as trustee for CL & NM Pointon Family Trust of
Level 4, 97 Creek Street, BRISBANE QLD (Vendor 3)

The Oaks Apartment Management Pty Ltd ACN 089 015 065 as trustee for BM Pointon Family
Trust of Level 4, 97 Creek Street, BRISBANE QLD (Vendor 4)

BACKGROUND

- A. The Parties entered into the Share Sale Deed and the Deed of Amendment to the Share Sale Deed annexed in the Schedule.
- B. The Parties have agreed to vary the Share Sale Deed as set out in this Deed.

AGREEMENTS

1. INTERPRETATION

1.1 Definitions

In this document:

- (a) **Effective Date** means the date of execution of the Subscription Deed between Oaks Hotels & Resorts Limited and Assignee.

1.2 Construction

In this document:

- (a) words in the singular include the plural and vice versa;
- (b) words indicating any gender indicate the appropriate gender;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;



- (e) references to any document (including this document) include references to the document as amended, consolidated, supplemented, novated or replaced;
- (f) a reference to a statute includes a reference to or citation of all enactments amending or consolidating the statute and to an enactment substituted for the statute;
- (g) monetary references are references to Australian currency;
- (h) the Background does not form part of the document;
- (i) the Schedule and Annexures form part of this document;
- (j) a reference to an Item is a reference to an Item in the Schedule to this document; and
- (k) headings are included for convenience only and do not affect interpretation of this document.

2. EFFECTIVE DATE

- 2.1 The parties agree that this Deed will take effect as and from the Effective Date.

3. AMENDMENT

- 3.1 The Parties agree to the amendments made by this Deed.

- 3.2 Replace the definition of "Sale Shares" in clause 1.1 with the following:

Sale Shares means the First Completion Shares.

- 3.3 Delete the following definitions from clause 1.1:

- Second Completion Date;
- Second Completion;
- Second Completion Shares; and
- Second Purchase Price.

- 3.4 Delete clauses 3(f), 3(g), 3(h), 3(i) & 3(j).

- 3.5 Replace clause 5(h) with the following:

(h) The Warranties survive Completion.

- 3.6 Replace the words "Second Completion" in the third line of clause 6(a) with "Completion".

- 3.7 Delete clause 11.

- 3.8 Delete the following from Item 1 in Schedule 1:

Second Completion

The date, time and place of execution of the Finance Agreement between the Parties.

- 3.9 Delete Item 5 from Schedule 1.

4. SEVERABILITY

- 4.1 The provisions of this document and every part of each provision will be severable.



- 4.2 If any provision is found to be unlawful, void or unenforceable, then that provision will be read down to the extent necessary to ensure that it does not infringe any law or is not otherwise void or unenforceable so as to give it a valid operation of a partial character.
- 4.3 If the infringing provision cannot be read down it will be deemed to be deleted and the remaining provisions will continue to have their full force and effect.

5. GENERAL

5.1 Governing law

This document will be construed in accordance with the laws in force in Queensland and the parties submit to the jurisdiction of the Courts of Queensland.

5.2 Reference to a party

Any reference to a party in this document includes, and any obligation or benefit under this document will bind or take effect for the benefit of, that party's executors, trustees, administrators, successors in title and permitted assigns.

5.3 Joint and several

An obligation of two or more persons under this document binds them jointly and severally and every expressed or implied agreement or undertaking by which two or more persons derive any benefit in terms of this document will take effect for the benefit of those persons jointly and severally.

5.4 Waiver

The failure of a party to this document to enforce a provision or the granting of any time or indulgence will not be construed as a waiver of the provision nor of a waiver of the right of the party at a later time to enforce the provision.

5.5 Counterparts

This document may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.

5.6 No merger

The rights and obligations of the parties contained in this document will not be extinguished by or upon completion.

SCHEDULE

Item 1:
Share Sale Deed



Waterfront Place
† Eagle Street Brisbane QLD 4000
GPO Box 9925 QLD 4001
Tel (07) 3228 9333
Fax (07) 3228 9444
www.corra.com.au



Sydney
Melbourne
Brisbane
Perth

Pointon Holdings Pty Ltd as trustee for BM & EJ
Pointon Family Trust

Brett Pointon

Centrepont Holdings Pty Ltd as trustee for
CL & NM Pointon Family Trust

The Oaks Apartment Management Pty Ltd as
trustee for BM Pointon Family Trust

China Pacific Pty Ltd

Share Sale Deed

Ref: TGHAN BRET14507-9070914 66291164

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Date

Parties

Pointon Holdings Pty Ltd ACN 065 039 992 as trustee for BM & EJ Pointon Family Trust of Level 4, 97 Creek Street, Brisbane, Queensland (Vendor 1)

Brett Pointon (Vendor 2)

Centrepont Holdings Pty Ltd ACN 086 110 009 as trustee for CL & NM Pointon Family Trust of Level 4, 97 Creek Street, Brisbane, Queensland (Vendor 3)

The Oaks Apartment Management Pty Ltd ACN 089 015 065 as trustee for BM Pointon Family Trust of Level 4, 97 Creek Street, Brisbane, Queensland (Vendor 4)

China Pacific Pty Ltd ACN 139 169 672 of Level 6, Suite 609, 451 Pitt Street, Sydney, New South Wales (Purchaser)

Background

- A Each Vendor owns those Sale Shares set out opposite its name in Items 2 and 3 of schedule 1.
- B The Vendors and the Purchaser entered into a call option deed in relation to the Sale Shares on 17 June 2010 which terminated on 16 July 2010 due to the non-satisfaction of a condition precedent.
- C The Vendors agreed in principle on or about 16 July 2010 to sell to the Purchaser, and the Purchaser agreed in principle to buy from the Vendors, the Sale Shares and this document documents that agreement.

Agreed terms

1 Interpretation

1.1 Definitions

In this document:

ANZ Encumbrances means all charges or other encumbrances held by any member of the ANZ Group relating to any of the Sale Shares.

ANZ Group means Australia and New Zealand Banking Group Limited ACN 005 357 522 and its related bodies corporate (as defined in the Corporations Act).

ASX means ASX Limited ACN 008 624 691 or the securities exchange operated by it, as the context requires.

Australian Bank means a bank or financial institution authorised to carry on banking business in Australia under the *Banking Act 1959* (Cth).

Business Day means a day other than a Saturday, Sunday or public holiday in Brisbane.

Claim means in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent.

Common Warranties means the Warranties set out in part 1 of schedule 2.

Completion means the sale and purchase of the Sale Shares in accordance with clause 3.

Completion Date means the date specified or determined in accordance with item 1 of schedule 1.

Conditions Precedent means the conditions precedent to Completion in respect of the Encumbered Shares specified in clause 2.

Corporations Act means the *Corporations Act 2001* (Cth).

Encumbered Shares means the Shares, subject to the ANZ Encumbrances, specified in item 2 of schedule 1.

Expert means a suitably qualified and experienced person nominated by the president (or acting President) for the time being of the Institute of Chartered Accountants in Australia (or any successor body).

GST has the same meanings giving in the GST Law.

GST Law has the same meanings given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Listing Rules means the listing rules of the ASX.

Oaks means Oaks Hotels & Resorts Limited ACN 113 872 366.

Purchase Price means is the amount determined by the following formula:

Purchase Price = \$0.35 x total number of Sale Shares

Purchaser's Warranties means the Common Warranties.

Sale Shares means the Encumbered Shares and the Unencumbered Shares, except if either of the Conditions Precedent is not satisfied or waived by the relevant time specified in clause 2(c) (or such later time agreed by the parties),

in which case from that time onwards it means the Unencumbered Shares only.

Reorganisation means any one or more of the following:

- (a) any distribution of cash or securities by way of a return of capital;
- (b) any bonus issue by Oaks;
- (c) any rights issue by Oaks;
- (d) any share split, consolidation or other similar action in respect of the share capital of Oaks; and
- (e) any other reorganisation, recapitalisation, reclassification or similar event with respect to the share capital of Oaks.

Shares means fully paid ordinary shares in the capital of Oaks.

Signing Date means the date of this document.

Unencumbered Shares means the Shares, not subject to the ANZ Encumbrances, specified in item 3 of schedule 1.

Vendors means Vendor 1, Vendor 2, Vendor 3 and Vendor 4 and each and every one of them.

Vendors' Warranties means the Common Warranties and the Warranties set out in part 2 of schedule 2.

Warranties means the Vendors' Warranties and the Purchaser's Warranties.

Warrantor means the party giving the relevant Warranty.

1.2 Construction

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;

- (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
- (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
- (v) a right includes a benefit, remedy, discretion or power;
- (vi) time is to local time in Brisbane;
- (vii) \$ or dollars is a reference to Australian currency;
- (viii) writing includes:
 - (A) any mode of representing or reproducing words in tangible and permanently visible form, including fax transmission; and
 - (B) words created or stored in any electronic medium and retrievable in perceivable form.
- (ix) this document includes all schedules and annexures to it; and
- (x) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document.

1.3 Headings

Headings do not affect the interpretation of this document.

2 Conditions Precedent to Completion of the Encumbered Shares

- (a) Completion of the sale and purchase of the Encumbered Shares is conditional on and cannot take place, until:
 - (i) the Purchaser has provided to the Vendors an account statement from an Australian branch of an Australian Bank, or other evidence satisfactory to the Vendors acting reasonably, showing that the Purchaser has an account with that bank which has sufficient funds to pay the Purchase Price; and
 - (ii) the relevant Vendors have received written confirmation from ANZ that ANZ will release at Completion the Encumbered Shares from the ANZ Encumbrances.
- ~~(b) The Conditions Precedent are for the sole benefit of the Vendors, which may waive their rights to benefit from the Conditions Precedent by giving written notice to the Purchaser.~~
- (c) The Purchaser and the Vendors must use reasonable endeavours to procure satisfaction of the Conditions Precedent by:

- (i) with respect to the Condition Precedent in clause 2(a)(i), 5.00 pm on the fifth Business Day immediately after the Signing Date; and
 - (ii) with respect to the Condition Precedent in clause 2(a)(ii), 48 hours after the time at which the Condition Precedent in clause 2(a)(i) is satisfied or waived.
- (d) If a Condition Precedent is satisfied or waived, the Vendors must give written notice to the Purchaser as soon as reasonably practicable confirming that the Condition Precedent has been satisfied or waived.

If a Condition Precedent is not satisfied or waived before the relevant time specified in clause 2(c), then, without prejudice to the rights of the parties already existing under this document, the definition of "Sale Shares" will automatically be amended in accordance with its terms with the effect that at Completion, the Purchaser will buy, and the Vendors will sell, only the Unencumbered Shares and not the Encumbered Shares.

3 Completion

- (a) Subject to clause 2, Completion will take place on the Completion Date at the place specified in item 1 of schedule 1 or at such other time and place as the parties may agree.
- (b) At Completion, the Purchaser must pay the Purchase Price by bank cheque from an Australian branch of an Australian Bank to, or as directed by, the Vendors.
- (c) At Completion the Vendors must deliver (or procure the delivery) to the Purchaser:
 - (i) properly signed transfers of the Sale Shares in favour of the Purchaser and all other documents necessary to transfer the Sale Shares to the Purchaser (after stamping); and
 - (ii) any other document the Purchaser has notified the Vendors at least three Business Days before the Completion Date that it requires to obtain good title to the Sale Shares (acting reasonably).
- (d) The obligations of the parties in respect of Completion will be interdependent.
- (e) Completion under this document will become unconditional when all completion deliveries and payments under this document have been made.

4 Reorganisation

4.1 Effect of Reorganisation

- (a) Subject to this clause 4.1, this document continues to apply in full force and effect despite any Reorganisation or variation to any rights applicable to any of the Sale Shares.
- (b) If there is any Reorganisation which affects Oaks before the Completion Date, the number of Sale Shares and the Purchase Price shall be adjusted in accordance with the Listing Rules (as if the sale and purchase was an option to subscribe for new Shares) and generally accepted market practice to account for the effect of the Reorganisation on the share capital of Oaks or the value of the Sale Shares so as to ensure, so far as possible, that no party receives a windfall benefit under this document as a result of the Reorganisation.

4.2 Dispute as to effect of Reorganisation

- (a) If the parties are unable to agree within 10 Business Days about the appropriate adjustment under clause 4.1 for the effect of a Reorganisation, either party may refer the matter for determination to the Expert and the decision of the Expert will be final and binding upon the parties.
- (b) The parties must bear equally the costs of the referral and determination under clause 4.2(a).
- (c) In making a determination under clause 4.2(a), the Expert acts as an independent expert and not as an arbitrator.

5 Warranties

- (a) The Vendors warrant to the Purchaser that the each of the Vendors' Warranties is true and correct and not misleading or deceptive.
- (b) The Purchaser warrants to the Vendors that the each of the Purchaser's Warranties is true and correct and not misleading or deceptive.
- (c) Each Warranty is given on the Signing Date and immediately before Completion, unless the Warranty is specified as being given as at a particular date, in which case it is only given as at that date.
- ~~(d) Each Warranty is a separate warranty and the interpretation of any statement made is not restricted by reference to or inference from any other statement.~~
- (e) Subject to clause 6(c), the Warranties are not limited by any investigation undertaken by a party or any of its representatives or advisers.
- (f) A Warranty which refers to the knowledge, information and belief of the party providing it or contains words to that effect, or which refers to the party providing the warranty being aware or not aware of a matter, must

be treated as including an additional warranty that the party providing the warranty has made due and careful enquiry as to the relevant matter.

- (g) Each party must immediately disclose to the other parties anything that may arise or become known to them which is a material breach of or materially inconsistent with any Warranty given by that party.
- (h) The Warranties survive Completion.

6 Loss and indemnities

- (a) Each party undertakes to indemnify and to keep indemnified the other parties against all losses and Claims, whether arising before or after Completion, as a consequence of a breach of the Warranties by that party or any failure by that party to fully perform its obligations under this document.
- (b) Without limiting the rights of the Purchaser to make a Claim under this document, the parties acknowledge that the Purchaser will suffer loss and be entitled to damages if, as a consequence of breach of a Vendors' Warranty:
 - (i) the value of Oaks' assets decreases or its liabilities increase; and
 - (ii) the value of a Share is less than it would have been had there been no breach of a Warranty.
- (c) The Vendors are not liable for any alleged breach of a Vendors' Warranty to the extent that the breach is based on any fact, matter or circumstance:
 - (i) fairly disclosed in or provided for in this document or in any announcement made by Oaks to ASX before the Signing Date;
 - (ii) of which the Purchaser has given an informed written consent; or
 - (iii) fairly disclosed in writing to the Purchaser prior to the Signing Date.
- (d) If a payment is made by a Vendor for a breach of any Vendors' Warranty (or under any indemnity or by way of reimbursement by the Vendors to the Purchaser pursuant to this document arising out of a default), the payment will be treated as an adjustment to the Purchase Price.

7 Notices

7.1 General

A notice, demand, certification, process or other communication relating to this document must be in writing in English and may be given by an agent of the sender.

7.2 How to give a communication

In addition to any other lawful means, a communication may be given by being:

- (a) personally delivered;
- (b) left at the party's current delivery address for notices;
- (c) sent to the party's current postal address for notices by pre-paid ordinary mail or, if the address is outside Australia, by pre-paid airmail; or
- (d) sent by fax to the party's current fax number for notices.

7.3 Particulars for delivery of notices

- (a) The particulars for delivery of notices are initially:

Vendors

Delivery address: Level 34, Waterfront Place
1 Eagle Street
Brisbane Qld 4000

Postal address: GPO Box 9925
Brisbane Qld 4001

Fax: (07) 3226 9444

Attention: Teresa Handicott, Partner
Corrs Chambers Westgarth

Purchaser

Delivery address: Level 21, 400 George Street
Brisbane Qld 4000

Postal address: GPO Box 834
Brisbane Qld 4001

Fax: (07) 3231 8940

Attention: Charles Sweeney, Partner
Cooper Grace Ward Lawyers

- (b) Each party may change its particulars for delivery of notices by notice to each other party.

7.4 Communications by post

Subject to clause 7.6, a communication is given if posted:

- (a) within Australia to an Australian postal address, three Business Days after posting; or
- (b) outside of Australia to an Australian postal address or within Australia to an address outside of Australia, ten Business Days after posting.

7.5 Communications by fax

Subject to clause 7.8, a communication is given if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the

addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.

7.6 After hours communications

If a communication is given:

- (a) after 5.00 pm in the place of receipt; or
- (b) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

It is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

7.7 Process service

Any process or other document relating to litigation, administrative or arbitral proceedings relating to this document may be served by any method contemplated by this clause 7 or in accordance with any applicable law.

8 GST

- (a) Expressions which are not defined, but which have a defined meaning in the GST Law, have the same meaning when used in this clause.
- (b) The consideration payable by the Purchaser under or in accordance with this document is exclusive of GST.
- (c) If GST is or becomes payable on any supply made under or in accordance with this document, the recipient of the supply must pay an additional amount equal to the GST payable on or for the taxable supply.
- (d) The additional amount payable under clause 8(c) must be paid at the same time as the consideration for the supply or on the date on which the party making the supply delivers a valid tax invoice (whichever is later).

9 General

9.1 Time of the essence

Time will be of the essence as regards a date or period determined under this document except that a date or period may be altered by agreement in which case time will be of the essence for date or period as altered.

9.2 Entire understanding

- (a) This document contains the entire understanding between the parties as to the subject matter of this document.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this document are merged in and superseded by this document and are of no effect. No party is liable to any other party in respect of those matters.

- (c) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this document; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

9.3 References

- (a) Where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.
- (b) Where something is done or received after 5.00 pm on any Business Day, it will be taken to have been done or received on the following Business Day.
- (c) Where a provision in this document requires anything to be done on a day other than a Business Day, that matter or thing may be done or will be taken to have been done on the next succeeding Business Day.

9.4 Severability

- (a) The provisions of this document and every part of each provision will be severable.
- (b) If any provision is found to be unlawful, void or unenforceable, then that provision will be read down to the extent necessary to ensure that it does not infringe any law or is not otherwise void or unenforceable so as to give it a valid operation of a partial character.
- (c) If the infringing provision cannot be read down it will be deemed to be deleted and the remaining provisions will continue to have their full force and effect.

9.5 Survival of obligations after termination

Clause 5 and 6 remain in full force and effect and survive the expiry or termination of the agreement evidenced by this document.

9.6 Duty

- (a) The Purchaser as between the parties is liable for and must pay all duty (including any fine, interest or penalty except where it arises from default by the other party) on or relating to this document, any document executed under it or any dutiable transaction evidenced or effected by it.
- (b) If a party other than Purchaser pays any duty (including any fine, interest or penalty) on or relating to this document, any document executed under it or any dutiable transaction evidenced or effected by it, Purchaser must pay that amount to the paying party on demand.

9.7 Legal costs

Except as expressly stated otherwise in this document, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this document.

9.8 Amendment

This document may only be varied or replaced by a document executed by the parties.

9.9 Several obligations

An obligation of two or more persons under this document binds them severally and not joint and severally and every expressed or implied agreement or undertaking by which two or more persons derive any benefit in terms of this document will take effect for the benefit of those persons severally.

9.10 Waiver and exercise of rights

- (a) A single or partial exercise or waiver by a party of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.
- (b) A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

9.11 Rights cumulative

Except as expressly stated otherwise in this document, the rights of a party under this document are cumulative and are in addition to any other rights of that party.

9.12 Consents

Except as expressly stated otherwise in this document, a party may not unreasonably withhold any consent to be given under this document.

9.13 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this document and to perform its obligations under it.

9.14 Governing law and jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws applicable in Queensland.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

9.15 Assignment

- (a) A party must not assign or deal with any right under this document without the prior written consent of the other parties.
- (b) Notwithstanding clause 9.12, a party may conditionally or unconditionally give or withhold its consent to assignment in its absolute discretion and is not obliged to give its reasons for doing so.
- (c) Any purported dealing in breach of this clause 9.15 is of no effect.

9.16 Counterparts

This document may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

9.17 Relationship of parties

This document is not intended to create a partnership, joint venture or agency relationship between the parties.



Schedule 1

Contract details

Item 1 Completion

Date: 11.00 am on 2 August 2010.
Place: Corrs Chambers Westgarth
Level 35 Waterfront Place
1 Eagle Street
Brisbane Qld 4000

Item 2 Encumbered Shares Breakdown

| Vendor | Number of Shares subject to ANZ Encumbrances |
|----------|--|
| Vendor 3 | 2,689,451 Shares |
| Vendor 4 | 16,563,754 Shares |

Item 3 Unencumbered Shares Breakdown

| Vendor | Number of Shares not subject to ANZ Encumbrances |
|----------|--|
| Vendor 1 | 8,520,354 Shares |
| Vendor 2 | 3,123,274 Shares |

Schedule 2

Warranties

1 Common Warranties

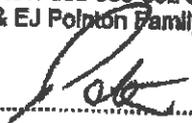
- (a) The Warrantor has full power and lawful authority to execute and to perform its obligations under this document in every respect.
- (b) The Warrantor is not insolvent.
- (c) This document constitutes valid and binding obligations upon the Warrantor enforceable in accordance with its terms by appropriate legal remedy.

2 Vendors' additional Warranties

- (a) At Completion the Sale Shares will be validly transferred and fully paid and free from all mortgages and encumbrances.
- (b) The Vendors:
 - (i) are the registered holders and beneficial owners (except where the Vendors are noted as acting as trustee) of the Sale Shares; and
 - (ii) at Completion will have power to transfer title to the Sale Shares to the Purchaser;
- (c) Oaks is not insolvent.
- (d) Oaks has at all times been, and continues to be, in compliance with the Listing Rules generally and particularly Listing Rule 3.1.
- (e) The Sale Shares comprise approximately 18.9% of the issued capital of Oaks as at the Signing Date.
- (f) Oaks will not declare or announce a dividend on the Sale Shares after the Signing Date but before Completion which will have a record date prior to Completion.

Executed as a deed.

Executed by Pointon Holdings Pty)
Ltd ACN 066 039 992 as trustee for)
BM & EJ Pointon Family Trust)


.....
Sole Director and Sole Company
Secretary


.....

Name of Sole Director and Sole
Company Secretary (print)

Signed sealed and delivered)
by Brett Pointon in the presence of:)


.....


.....
Witness

LEANNE SUMMERS
.....
Name of Witness (print)

Executed by Centrepnt Holdings)
Pty Ltd ACN 095 170 009 as trustee)
for CL & NM Pointon Family Trust)


.....
Sole Director and Sole Company
Secretary


.....

Name of Sole Director and Sole
Company Secretary (print)

Executed by The Oaks Apartment
Management Pty Ltd ACN 089 015
065 as trustee for BM Pointon Family
Trust)
)
)
)

.....
Sole Director and Sole Company
Secretary

Ben Mitchell Pointon
.....

Name of Sole Director and Sole
Company Secretary (print)

Executed by China Pacific Pty Ltd)
ACN 139 169 672)
)
)

.....
Sole Director and Sole Company
Secretary

.....
Name of Sole Director and Sole
Company Secretary (print)

Executed by The Oaks Apartment
Management Pty Ltd ACN 089 015
065 as trustee for BM Pinton Family
Trust

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.....
Sole Director and Sole Company
Secretary

.....
Name of Sole Director and Sole
Company Secretary (print)

Executed by China Pacific Pty Ltd
ACN 139 169 672

)
)
)



.....
Sole Director and Sole Company
Secretary

YUANLIN WU

.....
Name of Sole Director and Sole
Company Secretary (print)

Item 2:

Deed of Amendment to Share Sale Deed

A.C.N. 145 582 136 Pty Ltd

China Pacific Pty Ltd

The Oaks Apartment Management Pty Ltd

Centrepoint Holdings Pty Ltd

Brett Pointon

Pointon Holdings Pty Ltd

**DEED OF AMENDMENT TO SHARE
SALE DEED**

COOPER GRACE WARD
Lawyers
Level 21, 400 George Street
Brisbane Qld 4000

T 61 7 3231 2444
F 61 73221 4356
W www.cgw.com.au

CAS10083317 3358912v4

DEED OF AMENDMENT TO SHARE SALE DEED

PARTIES

Pointon Holdings Pty Ltd ACN 065 039 992 as trustee for BM & EJ Pointon Family Trust of Level 4, 97 Creek Street, Brisbane, Queensland (**Vendor 1**)

Brett Pointon (**Vendor 2**)

Centrepoint Holdings Pty Ltd ACN 086 110 009 as trustee for CL & NM Pointon Family Trust of Level 4, 97 Creek Street, Brisbane, Queensland (**Vendor 3**)

The Oaks Apartment Management Pty Ltd ACN 089 015 065 as trustee for BM Pointon Family Trust of Level 4, 97 Creek Street, Brisbane, Queensland (**Vendor 4**)

China Pacific Pty Ltd ACN 139 169 672 of Level 6, Suite 609, 451 Pitt Street, Sydney, New South Wales (**Purchaser**)

A.C.N. 145 582 136 ACN 145 582 136 of Level 6, Suite 609, 451 Pitt Street, Sydney, New South Wales (**Assignee**)

BACKGROUND

- A. The Parties entered into the Share Sale Deed annexed in the Schedule.
- B. The Parties have agreed to amend the Share Sale Deed as set out in this Deed.

AGREEMENTS

1. INTERPRETATION

1.1 Construction

In this document:

- (a) words in the singular include the plural and vice versa;
- (b) words indicating any gender indicate the appropriate gender;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;
- (e) references to any document (including this document) include references to the document as amended, consolidated, supplemented, novated or replaced;
- (f) a reference to a statute includes a reference to or citation of all enactments amending or consolidating the statute and to an enactment substituted for the statute;
- (g) monetary references are references to Australian currency;
- (h) the Background does not form part of the document;
- (i) the Schedule and Annexures form part of this document;



- (j) a reference to an Item is a reference to an Item in the Schedule to this document; and
- (k) headings are included for convenience only and do not affect interpretation of this document.

2. AMENDMENT

- 2.1 The Parties agree to the amendments made by this Deed.
- 2.2 Insert the following party in the Parties clause:
A.C.N. 145 582 136 ACN 145 582 136 of Level 6, Sulte 609, 451 Pitt Street, Sydney, New South Wales (Assignee)
- 2.3 Insert the following after sub-clause C in the Background clause:
 - D The Purchaser may assign its rights under this document with the written consent all other Parties.
 - E The Purchaser and the Assignee have agreed that the Assignor will assign its interest in the Share Sale Deed to the Assignee.
 - F The remaining Parties consent to this assignment.
- 2.4 Replace the definition of "Completion" in clause 1.1 with the following:
Completion means the sale and purchase of the First Completion Shares in accordance with clause 10 and Item 1 of schedule 1.
- 2.5 Replace the definition of "Completion Date" in clause 1.1 with the following:
Completion Date means the First Completion Date.
- 2.6 Replace the definition of "Purchase Price" in clause 1.1 with the following:
Purchase Price means the amount determined by the following formula:
Purchase Price = \$0.35 x total number of First Completion Shares.
- 2.7 Replace the definition of Sale Shares in clause 1.1 with the following:
Sale Shares, on First Completion, means the First Completion Shares, and on Second Completion, means the Second Completion Shares.
- 2.8 Insert the following definitions in clause 1.1:
Board Condition means the condition to Completion in accordance with clause 10.
Board means the board of Oaks.
Finance Agreement means the finance agreement to be negotiated and executed by the Parties and also ANZ Group.
Finance Condition means the condition to Second Completion in accordance with clause 11.
Finance Condition Expiry means the date three (3) weeks after the First Completion Date.
First Completion Date means the date specified or determined in accordance with Item 1 of schedule 1.
First Completion Shares means the Shares specified in Item 4 of schedule 1.
Option means the Assignee's option in relation to any rights issue in accordance with clause 13.



Second Completion Date means the date specified or determined in accordance with Item 1 of schedule 1.

Second Completion means the sale and purchase of the Second Completion Shares in accordance with clause 11 and Item 1 of schedule 1.

Second Completion Shares means the Shares specified in Item 5 of schedule 1.

Second Purchase Price means the amount determined by the following formula:

Second Purchase Price = \$0.35 x total number of Second Completion Shares.

Share Sale Deed means this document.

- 2.9 Delete clause 2.
- 2.10 Replace the words "clause 2" with "Board Condition" in the first line of clause 3(a).
- 2.11 Replace the word "Sale" with "First Completion" in the first and second lines of clause 3(c)(i).
- 2.12 Replace the word "Sale" with "First Completion" in the last line of clause 3(c)(ii).
- 2.13 Insert the following after clause 3(e):
- (f) Subject to the satisfaction or waiver of the Finance Condition, Second Completion will take place on the Second Completion Date at the time and place specified in Item 1 of schedule 1 or at such other time and place as the Parties may agree.
 - (g) At Second Completion, the Purchaser must pay the Second Purchase Price by bank cheque from an Australian branch of an Australian Bank to, or as directed by, the Vendors.
 - (h) At Second Completion the Vendors must deliver (or procure the delivery) to the Purchaser:
 - (i) properly signed transfers of the Second Completion Shares in favour of the Purchaser and all other documents necessary to transfer the Second Completion Shares to the Purchaser (after stamping); and
 - (ii) any other document the Purchaser has notified the Vendors at least three Business Days before the Second Completion Date that it requires to obtain good title to the Sale Shares (acting reasonably).
 - (i) The obligations of the Parties in respect of Second Completion will be interdependent.
 - (j) Second Completion under this document will become unconditional when all completion deliveries and payments under this document have been made.
- 2.14 Replace clause 5(h) with the following:
- (h) The Warranties survive Completion and Second Completion.
- 2.15 Replace the word "Completion" in the third line of clause 6(a) with "Second Completion".
- 2.16 Insert the following after clauses 9.17:
- 10 Board Condition**
- 10.1 Completion is conditional upon the Board resolving to appoint David Wu as a director of Oaks. Such appointment can be expressed to take effect from Completion.
- 10.2 If clause 10.1 has not been satisfied prior to Completion, all obligations on behalf of the Purchaser to purchase the Second Completion Shares will be terminated unless the Parties agree otherwise in writing.

11 Finance Condition

- 11.1 **Second Completion is conditional upon the Finance Agreement being executed.**
- 11.2 **The Parties have agreed to negotiate in good faith the terms of the Finance Agreement.**
- 11.3 **The Parties must use their reasonable endeavours to execute (or procure the execution of) the Finance Agreement before Finance Condition Expiry.**
- 11.4 **If the Finance Agreement is not executed before the Finance Condition Expiry, all obligations on behalf of the Purchaser to purchase, and the Vendors to Sell, the Second Completion Shares will be terminated unless the Parties agree otherwise in writing.**

12 Assignment

- 12.1 **The Purchaser assigns to the Assignee as and from the 5 August 2010 all the Purchaser's benefit in and to this document and the benefits of all covenants enjoyed by the Purchaser under it.**
- 12.2 **From 5 August 2010 the Assignee accepts the assignment of this document and covenants under it and agrees with the Purchaser to carry out, observe and perform all of the Purchaser's obligations under it as if the Assignee were the Purchaser in this document instead of the Purchaser.**
- 12.3 **The Purchaser guarantees the performance of the Purchaser's obligations under this document to the extent that the Assignee does not carry out, observe and perform all the Purchaser's obligations under this document.**
- 12.4 **All Parties consent to this assignment of the Purchaser's benefit in and to this document.**

13 Option

- 13.1 **If:**
 - (a) **within 12 months of Completion, Oaks issues a rights issue (whether renounceable or not); and**
 - (b) **the Vendors do not intend to exercise all rights under the renounceable rights issue; then**
 - (c) **the Vendors grant the Assignee the option to purchase any or all of their remaining rights under that rights issue if it is a renounceable rights issue, or the option to have the Vendors exercise the rights but hold the shares issued as a result of exercise of the rights on trust for the Assignee if it is a non-renounceable rights issue, subject to the terms of this clause 13.**
- 13.2 **Within 5 Business Days of any rights issue (whether renounceable or not) by Oaks, the Vendors must notify the Assignee in writing of the number of rights they:**
 - (a) **are entitled to; and**
 - (b) **intend on exercising.**
- 13.3 **If the Assignee intends on exercising the Option the Assignee must notify the Vendors in writing how many rights the Assignee wishes to purchase under the Option in the case of a renounceable rights issue, or how many rights the Assignee wishes for the Vendors to exercise in the case of a non-renounceable rights issue.**
- 13.4 **If the rights issue is renounceable, within 5 Business Days of the Vendors receiving the notice referred to in clause 13.3:**
 - (a) **the Vendors must do all things necessary to assign the rights to the Assignee; and**
 - (b) **the Assignee must pay the Vendors the then market price of the rights.**

- 13.5 If the rights issue is non-renounceable, within 5 Business Days of the Vendors receiving the notice referred to in clause 13.3:
- (a) the Assignee will pay the required subscription to Oaks on behalf of and for the Vendors and the Vendors will execute any documents reasonably required by Oaks or the Assignee to exercise the rights;
 - (b) the Vendors will hold the shares issued from the exercise of the rights on trust for the Assignee absolutely; and
 - (c) the Parties will execute any further documents reasonably required by the Assignee to give effect to this clause 13.

2.17 Replace Item 1 in Schedule 1 with the following:

Item 1: Completion

First Completion

Date: 9 August 2010
 Place: Cooper Grace Ward
 Level 21
 400 George Street
 BRISBANE QLD 4000

Second Completion

The date, time and place of execution of the Finance Agreement between the Parties.

2.18 Insert the following after Item 3 in Schedule 1:

Item 4: First Completion Shares

| Vendor | Number of Shares |
|----------|------------------|
| Vendor 1 | 8,520,354 Shares |

Item 5: Second Completion Shares

| Vendor | Number of Shares |
|----------|-------------------|
| Vendor 2 | 3,123,274 Shares |
| Vendor 3 | 2,689,451 Shares |
| Vendor 4 | 16,563,754 Shares |

3. SEVERABILITY

- 3.1 The provisions of this document and every part of each provision will be severable.
- 3.2 If any provision is found to be unlawful, void or unenforceable, then that provision will be read down to the extent necessary to ensure that it does not infringe any law or is not otherwise void or unenforceable so as to give it a valid operation of a partial character.
- 3.3 If the infringing provision cannot be read down it will be deemed to be deleted and the remaining provisions will continue to have their full force and effect.

4. GENERAL

4.1 Governing law



This document will be construed in accordance with the laws in force in Queensland and the Parties submit to the jurisdiction of the Courts of Queensland.

4.2 Reference to a party

Any reference to a party in this document includes, and any obligation or benefit under this document will bind or take effect for the benefit of, that party's executors, trustees, administrators, successors in title and permitted assigns.

4.3 Joint and several

An obligation of two or more persons under this document binds them jointly and severally and every expressed or implied agreement or undertaking by which two or more persons derive any benefit in terms of this document will take effect for the benefit of those persons jointly and severally.

4.4 Waiver

The failure of a party to this document to enforce a provision or the granting of any time or indulgence will not be construed as a waiver of the provision nor of a waiver of the right of the party at a later time to enforce the provision.

4.5 Counterparts

This document may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.

4.6 No merger

The rights and obligations of the Parties contained in this document will not be extinguished by or upon completion.

SIGNED AS A DEED on 9 August 2010

SIGNED SEALED AND DELIVERED on behalf of POINTON HOLDINGS PTY LTD ACN 065 039 992 AS TRUSTEE FOR BM & EJ POINTON FAMILY TRUST in accordance with its Constitution by a director and a director/secretary or by a sole director (if applicable) in the presence of:

[Signature] Director

[Signature] Witness

Director/Secretary

9 August 2010 Date

SIGNED SEALED AND DELIVERED by BRETT POINTON in the presence of:

[Signature] Brett Pointon

[Signature] Witness

Charles Fweeney Name of Witness (print)

9 August 2010 Date

SIGNED SEALED AND DELIVERED on behalf of CENTREPOINT HOLDINGS PTY LTD ACN 086 110 009 AS TRUSTEE FOR CL & NM POINTON FAMILY TRUST in accordance with its Constitution by a director and a director/secretary or by a sole director (if applicable) in the presence of:

[Signature] Director

[Signature] Witness

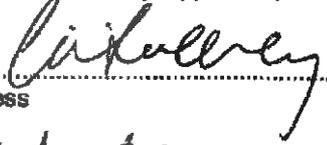
Director/Secretary

9 August 2010 Date



SIGNED SEALED AND DELIVERED on behalf of)
THE OAKS APARTMENT MANAGEMENT PTY)
LTD ACN 089 015 065 AS TRUSTEE FOR BM)
POINTON FAMILY TRUST in accordance with its)
Constitution by a director and a director/secretary or)
by a sole director (if applicable) in the presence of:)


.....
Director


.....
Witness

.....
Director/Secretary

9 August 2010
.....
Date



SIGNED SEALED AND DELIVERED on behalf of CHINA PACIFIC PTY LTD ACN 139 169 672 in accordance with its Constitution by a director and a director/secretary or by a sole director (if applicable) in the presence of:

Witness *[Signature]*

Date 6 August 2010

[Signature]
Director

Director/Secretary

SIGNED SEALED AND DELIVERED on behalf of A.C.N. 145 582 136 PTY LTD ACN 145 582 136 in accordance with its Constitution by a director and a director/secretary or by a sole director (if applicable) in the presence of:

Witness *[Signature]*

Date 6 August 2010

[Signature]
Director

Director/Secretary

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SIGNED AS A DEED on 23 August 2010

SIGNED SEALED AND DELIVERED on behalf of POINTON HOLDINGS PTY LTD ACN 065 039 992 AS TRUSTEE FOR BM & EJ POINTON FAMILY TRUST in accordance with its Constitution by a director and a director/secretary or by a sole director (if applicable) in the presence of:

[Signature] Director

[Signature] Witness

Director/Secretary

20/8/10 Date

SIGNED SEALED AND DELIVERED by BRETT POINTON in the presence of:

[Signature] Brett Pointon

[Signature] Witness

Charles Sweeney Name of Witness (print)

20/8/10 Date

SIGNED SEALED AND DELIVERED on behalf of CENTREPOINT HOLDINGS PTY LTD ACN 086 110 009 AS TRUSTEE FOR CL & NM POINTON FAMILY TRUST in accordance with its Constitution by a director and a director/secretary or by a sole director (if applicable) in the presence of:

[Signature] Director

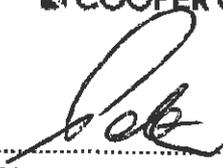
[Signature] Witness

Director/Secretary

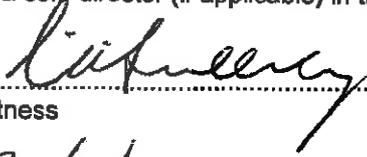
20/8/10 Date



SIGNED SEALED AND DELIVERED on behalf of)
THE OAKS APARTMENT MANAGEMENT PTY)
LTD ACN 089 015 065 AS TRUSTEE FOR BM)
POINTON FAMILY TRUST in accordance with its)
Constitution by a director and a director/secretary or)
by a sole director (if applicable) in the presence of:)


.....
Director

.....
Director/Secretary


.....
Witness

20/8/10
.....
Date



SIGNED SEALED AND DELIVERED on behalf of CHINA PACIFIC PTY LTD ACN 139 169 672 in accordance with its Constitution by a director and a director/secretary or by a sole director (if applicable) in the presence of:

[Signature]
Witness

20/8/10
Date

[Signature]
Director
[Signature]
Director/Secretary

SIGNED SEALED AND DELIVERED on behalf of A.C.N. 145 582 136 PTY LTD ACN 145 582 136 in accordance with its Constitution by a director and a director/secretary or by a sole director (if applicable) in the presence of:

[Signature]
Witness

20/8/10
Date

[Signature]
Director
[Signature]
Director/Secretary

STW10083317 3390679v1

