



PARTIES

DUO PERFECT PTY LTD A.C.N. 606 862 953 AS TRUSTEE FOR PERFECT DUO TRUST
(Assignor)

ASPIRE FACILITY SERVICES PTY LTD A.C.N. 668 952 823
(Assignee)

**BODY CORPORATE FOR NORTHMARQUE
COMMUNITY TITLES SCHEME 43944**
(Body Corporate)

OLIVER GRANT BULL & VICTORIA SUSAN HODGES
(Guarantor)

DEED OF ASSIGNMENT AND VARIATION

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DEED OF ASSIGNMENT AND VARIATION

DATE 20 October 2025

Client No.:	<u>4 2 8 1 9 0 6</u>	Duties Act 2001
Transaction No.:	<u>531-273-258</u>	
Duty Paid:	<u>\$ 10 575.00</u>	<input type="checkbox"/> Exempt
UTI:	\$	<u>Section 30 Applied</u>
Date:	<u>2/10/25</u>	Signed: <u>Barbara</u>

PARTIES

DUO PERFECT PTY LTD A.C.N. 606 862 953 AS TRUSTEE FOR PERFECT DUO of c/- Hynes Legal, Level 8, 100 Skyring Terrace, Newstead in the State of Queensland ("Assignor")

ASPIRE FACILITY SERVICES A.C.N. 668 952 823 of c/- Spranklin Legal, Level 4, 345 Ann Street, Brisbane in the State of Queensland ("Assignee")

BODY CORPORATE FOR NORTHMARQUE COMMUNITY TITLES SCHEME 43944 of c/- Hartley's Strata Services Pty Ltd, PO Box 111, Corinda in the State of Queensland ("Body Corporate")

OLIVER GRANT BULL & VICTORIA SUSAN HODGES c/- Spranklin Legal, Level 4, 345 Ann Street, Brisbane in the State of Queensland ("Guarantor")

BACKGROUND

- A. The Body Corporate and the Assignor are parties to the Agreements.
- B. By a contract dated 22 May 2025 the Assignor has agreed to assign its interest in the Agreements to the Assignee.
- C. The Body Corporate consents to the assignment on the terms of this Deed and the parties enter into this Deed to record the Body Corporate's consent and the assignment of the Agreements, which consent requires certain variations to the Agreements.
- D. In consideration of the Body Corporate giving its consent to the assignment at the request of the Guarantor, the Guarantor has agreed to guarantee the obligations of the Assignee under this Deed and the Agreements.

OPERATIVE PROVISIONS

1. DEFINITIONS

Unless the context otherwise requires:

Act: means the *Body Corporate and Community Management Act 1997*, as amended.

Agreements: means the:

- (a) Caretaking Agreement dated 14 September 2012 (including all extensions, renewals, assignments and variations to it) between the Body Corporate and Bartlett Investments Pty Ltd A.C.N. 138 212 950 as trustee for the Bartlett Investment Trust which by virtue of assignment the Assignor is now a party, by which the Body Corporate contracted as to certain caretaking activities in respect of the Scheme for an initial term of 15 years commencing on 15 September 2012 with further options included ("Caretaking Agreement"); and
- (b) Letting Agreement dated 14 September 2012 (including all extensions, renewals, assignments and variations to it) between the Body Corporate and Bartlett Investments Pty Ltd A.C.N. 138 212 950 as trustee for The Bartlett Investment Trust which by virtue of assignment the Assignor is now a party, by which the Body Corporate contracted as to certain letting activities in respect of the Scheme for an initial term of 15 years commencing on 15 September 2012 with further options included ("Letting Agreement").

Assignment Date: means 8 October 2025.

Deed: means this deed of assignment and consent.

Manager: means the collective interests of "the Caretaker" and "the Agent" under the Agreements.

Remedial Action Notice: has the same meaning as those words contained in section 142(4) of the Body Corporate and Community Management (*Accommodation Module*) Regulation 2020.

Remuneration: means the sum payable by the Body Corporate to the Manager pursuant to clause 3 of the Caretaking Agreements being \$96,137.28 plus GST on or around the Assignment Date.

Scheme: means Community Titles Scheme 43944 administered by the Body Corporate.

2. ASSIGNMENT AND WARRANTIES OF THE ASSIGNOR

- 2.1 The Assignor assigns to the Assignee all of its rights and obligations under and interest in the Agreements as Manager subject to the terms of this Deed.
- 2.2 The Assignor warrants to the Assignee that to the best of its knowledge:
- (a) the Agreements:
 - (i) are valid and subsisting;
 - (ii) have not been forfeited or surrendered; and
 - (iii) have not become void or voidable.
 - (b) it will not be in breach of the Agreements at the Assignment Date;
 - (c) all of the Assignor's obligations under the Agreements have been and will be performed up to and including the Assignment Date.

- 2.3 The Assignor indemnifies and shall keep the Body Corporate indemnified from and against any loss suffered by the Body Corporate because of a breach of the Agreements by the Assignor up to the Assignment Date.
- 2.4 The Assignor indemnifies and shall keep the Assignee indemnified from and against any loss suffered by the Assignee because of a breach of the Agreements by the Assignor up to the Assignment Date.

3. ACCEPTANCE, COVENANTS AND INDEMNITY OF THE ASSIGNEE

- 3.1 The Assignee accepts the assignment referred to in clause 2.1 subject to the terms of this Deed.
- 3.2 The Assignee covenants and agrees with the Assignor and the Body Corporate separately:
- (a) to observe and perform all of the Manager's obligations under the Agreements from the Assignment Date; and
 - (b) to attend to the payment of the Queensland Government Duty in respect of any dutiable transaction evidenced by the contents of this Deed and to the production to the Assignor and the Body Corporate of a copy of this Deed stamped with evidence of payment of such duty.
- 3.3 The Assignee indemnifies and shall keep the Assignor indemnified from and against any loss suffered by the Assignor because of a breach of the Agreements by the Assignee from the Assignment Date.

4. CONSENT, VARIATION AND WARRANTIES OF THE BODY CORPORATE

- 4.1 The Body Corporate, subject to the payment of the Body Corporate's reasonable legal and administrative costs:
- (a) consents to the assignment of the Agreements referred to in clause 2.1 to the Assignee; and
 - (b) to the best of its knowledge warrants that:
 - (i) it was empowered to enter into the Agreements and its seal was lawfully affixed to it;
 - (ii) there are no unremedied Remedial Action Notices issued to the Assignor;
 - (iii) the Assignor's rights and interest in the Agreements are not liable to forfeiture or surrender; and
 - (iv) the Remuneration is payable by the Body Corporate to the Manager;
 - (c) approves Oliver Grant Bull as nominee of the Assignee;
 - (d) agrees to be bound by the provisions of the Agreements as if the Assignee were originally named in it;

- (e) acknowledges the provisions of the Agreements for the balance of its term including the right of the Assignee to exercise the remaining options in the Agreements; and
 - (f) approves the person nominated by the Body Corporate from time to time as the Body Corporate Representative for the purpose of clause 12 of the Caretaking Agreement.
- 4.2 On and from the Assignment Date, the parties agree the Caretaking Agreement is varied as follows:
- (a) at clause 1, by deleting the definition of "Caretaker's Lot"; and
 - (b) by deleting clause 4.1(o);
- 4.3 On and from the Assignment Date, the parties agree the Letting Agreement is varied as follows:
- (i) at clause 1, by deleting the definition of "Agent's Lot";
 - (ii) by deleting clause 5.1; and
 - (iii) by deleting clause 17.

5. TRUSTEE PROVISIONS

- 5.1 If the Assignee enters into this Deed or otherwise at any time holds the Agreements as a trustee of any trust ("**the Assignee's Trust**") then, whether or not the Body Corporate has any notice (actual or constructive) of the Assignee's Trust, the following applies:
- (a) the Assignee warrants that it has full power under the Assignee's Trust to enter into and perform its obligations under the Agreements and this Deed;
 - (b) the obligations and liabilities of the Assignee under this Deed or the Agreements or both extend to the fund and any other assets of the Assignee's Trust ("**the Trust Fund**");
 - (c) the Assignee shall on the written demand or direction of the Body Corporate exercise all rights of indemnity that the Assignee may at any time have against the Trust Fund and any beneficiaries or unit holder under the Assignee's Trust or any of the same for the benefit of the Body Corporate;
 - (d) the Assignee is liable under this Deed and the Agreements both in its personal capacity and as the trustee of the Assignee's Trust;
 - (e) the Assignee 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 Assignee's Trust and the Trust Fund within fourteen (14) days of written request for the same by the Body Corporate; and
 - (f) without the written consent of the Body Corporate being first obtained, which must not be unreasonably withheld, the Trust will not:
 - (i) change the Trustee;

- (ii) change any default beneficiaries;
- (iii) change the Settlor/Principal; or
- (iv) otherwise do anything which changes the effective control of the Trust.

6. COSTS

- 6.1 The Assignor must pay the Body Corporate's legal and administrative costs in relation to the Body Corporate's consent to the assignment of the Agreements, convening an extraordinary general meeting and execution of this Deed to an amount not exceeding \$4,000.00 plus GST.
- 6.2 The Assignee must pay the Body Corporate's reasonable legal and administrative costs in relation to the variation to the Agreements contained in this Deed as well as any shortfall under clause 6.1 of this Deed.
- 6.3 Subject to clauses 6.1 and 6.2, the Body Corporate must meet their own expenses otherwise expended in relation to the subject matter of this Deed.
- 6.4 Subject to clauses 6.1 and 6.2, the Assignor and Assignee will pay their own costs in relation to this Deed and any other document except that the Assignee must pay all stamp duty in respect of this Deed.

7. GOVERNING LAW

- 7.1 This Deed is governed by and is construed in accordance with the laws of the State of Queensland.

8. RELEASE OF BODY CORPORATE AND ASSIGNOR

- 8.1 The Assignor releases the Body Corporate from all claims it may have against the Body Corporate in respect of or in any way arising from the Agreements up to the Assignment Date, except in relation to a claim for unpaid Remuneration.
- 8.2 The Body Corporate releases the Assignor and any person or entity who guaranteed the performance of the Assignor under the Agreements, from all claims it may have against the Assignor or any person or entity who guaranteed the performance of the Assignor, in respect of or in any way arising from the Agreements as and from the Assignment Date.

9. GUARANTEE

- 9.1 In consideration of the Body Corporate, at the request of the Guarantor, consenting to the assignment of the Agreements from the Assignor to the Assignee, the Guarantor hereby agrees with the Body Corporate as follows:
 - (a) the Guarantor guarantees:
 - (i) performance by the Assignee of its obligations under the Agreements and this Deed; and

- (ii) the payment of all loss and damage recoverable by the Body Corporate from the Assignee;
- (b) this Guarantee will be a continuing Guarantee and will not be affected or avoided in any way by:
 - (i) any agreement or arrangement made between the Body Corporate and the Assignee;
 - (ii) any alterations or variations to the rights and obligations of either the Body Corporate or the Assignee;
 - (iii) the granting of any time or other indulgence or forbearance by the Body Corporate to the Assignee or to the Guarantor;
 - (iv) the making of any composition with or waiver of any breach or default by the Assignee;
 - (v) the neglect or forbearance of the Body Corporate to enforce the provisions of the Agreements or those of this Deed or of this Guarantee;
 - (vi) it being the intention that this Guarantee be unconditional and absolute in any and all circumstances;
- (c) the obligations of the Assignee, the performance of which are hereby guaranteed, include any obligations arising during any extension or renewal of the Agreements for as long as the Assignee remains the Manager;
- (d) the Body Corporate will be at liberty to regard the Guarantor in all respects as a principal debtor and will not be obliged to take action first against the Assignee;
- (e) the obligations of the Guarantor will not merge or be deemed to have merged in any judgment obtained by the Body Corporate against the Assignee;
- (f) in the event of any term of the Agreements not being enforceable against the Assignee as principal whether by reason of any legal limitation, disability or incapacity the Guarantor will be responsible under this Guarantee as though the Guarantor was solely or principally liable as the Manager under the Agreements; and
- (g) the Guarantor waives in favour of the Body Corporate, the Assignee and any other person, any estate or assets so far as necessary to give effect to anything contained in this Guarantee.

9.2 As a separate and independent obligation and for the consideration referred to, the Guarantor hereby agrees to indemnify the Body Corporate from all claims suffered or incurred by the Body Corporate by reason of the Assignee's default in observing or performing the Assignee's obligations under the Agreements or under this Deed and the preceding provisions of this clause 9 will apply to this indemnity.

9.3 Where there is more than one Guarantor under this Deed:

- (a) the term Guarantor refers to each of the Guarantors and to all of them;
- (b) their obligations as Guarantor are joint and several;

- (c) the Body Corporate may enforce this guarantee against all or any of them;
- (d) any notice or demand may be served on all of them by serving any one of them;
- (e) this guarantee remains binding on the other Guarantors even if:
 - (i) any Guarantor fails to sign this Deed or to enter into this guarantee;
 - (ii) this guarantee is not binding on any Guarantor; and
 - (iii) the Body Corporate releases any Guarantor from liability under this guarantee.

10. COUNTERPART

- 10.1 This Deed may be executed in any separate number of counterparts, which when executed will together constitute the one Deed.

11. INTERPRETATION

- 11.1 In this Deed:

- (a) reference to a person includes:
 - (i) an entity, association or body corporate; and
 - (ii) the legal representatives, successors and assigns of that person.
- (b) reference to a party includes:
 - (i) in the case of an entity, association or body corporate, its successors and assigns; and
 - (ii) in the case of a person, their executors administrators and assigns.
- (c) word importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) any sex or gender includes all other genders.
- (d) if a party consists of two or more persons this Deed binds each of them separately and any two or more of them jointly.
- (e) headings to this Deed have been inserted for guidance only and will not affect the construction of this Deed.

EXECUTED as a Deed. The Parties have executed this Deed on the date previously appearing in this Deed.


EXECUTED by the **BODY CORPORATE FOR NORTHMARQUE COMMUNITY TITLES SCHEME 43944** in accordance with the *Body Corporate and Community Management Act 1997*.


Signature of committee member
DAVID MARK POHLMANN
Full name of signatory
SECRETARY
Position Title (Secretary/Chairperson or Committee Member)

Signature of committee member
ELAINE PAMELA LOOTS
Full name of signatory
CHAIRPERSON
Position Title (Secretary/Chairperson or Committee Member)

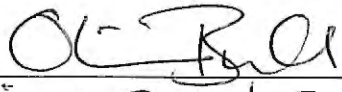
Who certify that they are authorised to execute this Deed on behalf of the Body Corporate.

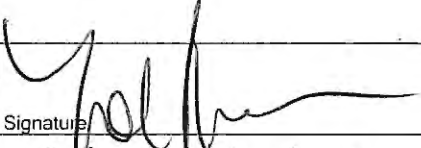
EXECUTED by **DUO PERFECT PTY LTD A.C.N. 606 862 953 AS TRUSTEE FOR PERFECT DUO TRUST** as Assignor in accordance with Section 127 of the *Corporations Act 2001 (Cth)* by being signed by:


Signature
Michael DANIEL
Full name of signatory
Director
Office held (Director, Secretary or Sole Director and Sole Company Secretary)


Signature
Full name of signatory
Office held (Director, Secretary or Sole Director and Sole Company Secretary)

EXECUTED by ASPIRE FACILITY SERVICES PTY LTD A.C.N. 668 952 823 as Assignor in accordance with Section 127 of the *Corporations Act 2001* (Cth) by being signed by:

Signature 
Full name of signatory Oliver Grant Bull
Office held (Director, Secretary or Sole Director and Sole Company Secretary)

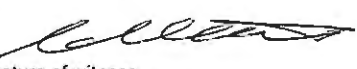
Signature 
Full name of signatory Victoria Susan Hodges
Office held (Director, Secretary or Sole Director and Sole Company Secretary)

SIGNED, SEALED and DELIVERED by OLIVER GRANT BULL as Guarantor in the presence of:

Signature of witness 
Name of witness (block letters) CRAIG ELLIS

Signature of OLIVER GRANT BULL 
--

SIGNED, SEALED and DELIVERED by VICTORIA SUSAN HODGES as Guarantor in the presence of:

Signature of witness 
Name of witness (block letters) CRAIG ELLIS

Signature of VICTORIA SUSAN HODGES 