



Deed of variation

This deed is made the 24th day of October 2017.

BETWEEN

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

AND

DUO PERFECT PTY LTD ACN 606 862 953 AS TRUSTEE FOR PERFECT DUO TRUST ('the Resident Manager')

Recitals

- A. The Body Corporate and the Resident Manager have entered into certain management rights arrangements.
- B. The Resident Manager wishes to vary the terms of those arrangements.
- C. This deed records the variation.

Schedules

The following schedules form part of this deed:

- (a) Schedule 1 – Definitions and interpretation
- (b) Schedule 2 – BCCM Form 20

The parties covenant and agree as follows:

1 Variation of the Caretaking Agreement

1.1 The Caretaking Agreement is varied by:

- (a) the insertion of the following new clause 2.3:

'2.3 Provided that:

- (a) the Caretaker gives notice to the Body Corporate of the exercise of this option no earlier than 14 March 2037 and no later than 14 June 2037; and*
- (b) the Caretaker is not in breach of this agreement entitling the Body Corporate to terminate this agreement at the time of the exercise of this option and at 14 September 2037,*

then this Agreement shall extend for the further term of 5 years from 15 September 2037 to 14 September 2042 on the same terms and conditions as this Agreement other than this clause will be removed.'

- (b) amending clause 3.1 by inserting the words 'and any further term.' after the words 'during the Term.'

- (c) the insertion of the following new clause 8.1A:

'8.1A If a Financier (as defined by the Body Corporate and Community Management Act 1997) or a Controller (as defined in the Corporations Act 2001) is appointed by a Financier to the Caretaker in respect of this Agreement:

- (a) the rights of the Body Corporate to terminate this Agreement as set out in clause 8.1(d) do not apply; and*
- (b) any restrictions (as a result of the Financier or Controller's appointment) on exercising an option under this Agreement (for example, but not limited to, in clause 2.3) do not apply.'*

2 Variation of the Letting Agreement

2.1 The Letting Agreement is varied by:

(a) the insertion of the following new clause 2.3:

'2.3 Provided that:

- (a) the Agent gives notice to the Body Corporate of the exercise of this option no earlier than 14 March 2037 and no later than 14 June 2037; and*
- (b) the Agent is not in breach of this agreement entitling the Body Corporate to terminate this agreement at the time of the exercise of this option and at 14 September 2037,*

then this Agreement shall extend for the further term of 5 years from 15 September 2037 to 14 September 2042 on the same terms and conditions as this Agreement other than this clause will be removed.'

(b) the insertion of the following new clause 8.1A:

'8.1A If a Financier (as defined by the Body Corporate and Community Management Act 1997) or a Controller (as defined in the Corporations Act 2001) is appointed by a Financier to the Agent in respect of this Agreement:

- (a) the rights of the Body Corporate to terminate this Agreement as set out in clause 8.1(d) do not apply; and*
- (b) any restrictions (as a result of the Financier or Controller's appointment) on exercising an option under this Agreement (for example, but not limited to, in clause 2.3) do not apply.'*

3 Ratification

3.1 The Body Corporate and the Resident Manager ratify and affirm the Caretaking Agreement and the Letting Agreement as varied.

3.2 The Body Corporate acknowledges the BCCM Form 20 was circulated with the agenda sent to lot owners to consider entry into this Deed.

4 Costs

4.1 Each party must pay their own costs of and incidental to the entry into this deed but the Resident Manager will pay the costs of the preparation of it.

Executed as a deed

SIGNED, SEALED AND DELIVERED by the Body Corporate for Northmarque CTS 43944 in accordance with the provisions of the *Body Corporate and Community Management Act 1997*



N Jennings
Authorized Signatory

NATALEE JENNINGS
Print full Name

M. Worthy
Authorized Signatory

Maureen Worthy
Print Full Name

24th October 2017
Date signed

SIGNED, SEALED AND DELIVERED by the said Duo Perfect Pty Ltd ACN 606 862 953 as trustee for Perfect Duo Trust in accordance with Section 127 of the *Corporations Act 2001 (Cth)*

[Signature]
Sole Director

Michael Price Daniel

24 October 2017
Date signed

Schedule 1 - Definitions and interpretation

Definitions

BCCM Form 20	means the BCCM Form 20 in Schedule 2 of this Deed.
Caretaking Agreement	means the Caretaking Agreement dated 14 September 2012 between the Body Corporate and Bartlett Investments Pty Ltd ACN 138 212 950 as trustee for the Bartlett Investment Trust as subsequently assigned to the Resident Manager
Letting Agreement	means the Letting Agreement dated 14 September 2012 between the Body Corporate and Bartlett Investments Pty Ltd ACN 138 212 950 as trustee for the Bartlett Investment Trust as subsequently assigned to the Resident Manager

1.1 Interpretation

In this deed, unless the contrary intention appears:

- (a) Headings are for ease of reference only and do not affect the meaning of this deed and do not form part of the clause.
- (b) The singular includes the plural and vice versa and words importing a gender include other genders.
- (c) Words used in this deed and defined in the dictionary will have the meaning set out in the dictionary. Other grammatical forms of defined words or expressions have corresponding meanings.
- (d) A reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of or schedule or annexure to this deed and a reference to this deed includes any schedules and annexures attached to this deed.
- (e) A reference to a document or agreement, including this deed, includes a reference to that document or agreement as novated, altered or replaced from time to time.
- (f) A reference to '\$', '\$A', 'dollar' or 'A\$' is a reference to Australian currency.
- (g) A reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed.
- (h) A reference to a right includes a benefit, remedy, authority, discretion and power.
- (i) A reference to a party includes its executors, administrators, successors and permitted assigns and if more than one, includes those persons jointly and each of them severally, their respective executors administrators and assigns.
- (j) Words importing the whole of the matter or thing include a part of the matter or thing.
- (k) Words and expressions importing natural persons include partnerships, bodies corporate, associations (whether incorporated or not), firms, joint ventures, trusts, authorities, governments and governmental, semi-governmental and local authorities and agencies.
- (l) A reference to a 'subsidiary' of a Body Corporate is to a subsidiary of that Body Corporate in accordance with Pt 1.2 Div 6 of the *Corporations Act 2001* (Cth).
- (m) A reference to any legislation or statutory instrument or regulation is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the equivalent State legislation, as applicable, and includes a reference to an enactment, amendment or

consolidated statute and any enactment substituted for the enactment and all legislation and statutory instruments issued under, such legislation or provision.

- (n) Words and expressions defined in the *Corporations Act 2001 (Cth)* as at the date of this Deed have the meanings given to them in the *Corporations Act 2001 (Cth)* at that date.
- (o) Any provision in this deed stating that a party 'must' do something or 'must' not do something should be read and construed as an agreement by that party to do or not to do the matter or thing referred to.
- (p) Each clause in this deed is not, except where expressly provided, limited in meaning or effect by any other clause in this deed.
- (q) A reference to writing includes typewriting, printing, lithography, photography and any other method of representing or reproducing words, figures or symbols in a permanent and visible form.
- (r) Any agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty entered into by a party for or with another person binds them jointly and severally and an agreement, covenant, obligation, representation, undertaking, indemnity, guarantee or warranty in favour of a party for or with another person is for the benefit of them jointly and severally. A release given to the other person shall not release the party from any other obligation. The granting of time or another indulgence to another person will not release the party of its obligations under this deed.
- (s) If the day on which:
 - (i) anything, other than a payment, is to be done is not a business day, that thing shall be done on the preceding business day;
 - (ii) a payment is to be made is not a business day it shall be made on the next business day but if the next business day falls in the next calendar month it shall be made on the preceding business day; and
 - (iii) if an act, other than a payment or the giving of a communication, is required to be done on a particular day and the act is done after 5pm on that day, it will be deemed to have been done on the following day.

Explanatory note—proposal to amend

Body Corporate and Community Management Act 1997

This form is effective from 29 August 2011

ABN: 13 846 673 994

Department of
Justice and Attorney-General

Schedule 1 - BCCM Form 20

Section 1—Notes

	<p>THIS EXPLANATORY NOTE DEALS WITH A PROPOSAL TO AMEND:</p> <ul style="list-style-type: none"> • THE TERMS OF AN ENGAGEMENT OF A SERVICE CONTRACTOR; OR • AN AUTHORISATION AS A LETTING AGENT <p>WHEN THAT AMENDMENT INCLUDES A RIGHT OR OPTION OF EXTENSION OR RENEWAL</p> <p>The relevant legislation requires this explanatory note to be given to members of a body corporate which is considering an amendment of a person's engagement as a service contractor or an amendment of a person's authorisation as a letting agent <i>to include a right or option of extension or renewal of the term of the engagement or authorisation</i>. It must accompany the material circulated for the relevant general meeting.</p> <p>You should consider this information before voting on the motion to amend an engagement or authorisation.</p>
	<p>The regulation module applying to the scheme may provide that a body corporate may only amend a person's engagement as a service contractor or a person's authorisation as a letting agent to include a right or option of extension or renewal if:</p> <ul style="list-style-type: none"> • The subsequent right or option is for a period which is not longer than five years; and • The unexpired term of the engagement or authorisation, (calculated from the day the resolution approving the subsequent right or option is passed by the body corporate,) is not more than the maximum term permitted in the regulation module applying to the scheme. <p>The regulation module applying to the scheme may provide that the motion approving the amendment must be passed by ordinary resolution and decided by secret ballot. A body corporate cannot consider a motion of this type more than once in a financial year for the body corporate. More information concerning a motion of this type is contained in the regulation module applying to the scheme.</p> <p>The following details must be provided about the service contract and/or the letting authorisation subject to the proposed amendment.</p>

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Body Corporate and Community Management Act 1997 • Form 20 • V7 • August 2011

Body Corporate and Community Management (Accommodation Module) Regulation 2008 S. 112(2)(c)(ii) Body Corporate and Community Management (Commercial Module) Regulation 2008 S. 79(2)(c)(ii) Body Corporate and Community Management (Small Schemes Module) Regulation 2008 S. 60(2)(b)(ii) Body Corporate and Community Management (Standard Module) Regulation 2008 S. 114(2)(c)(ii)

Explanatory note—proposal to amend

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Department of
Justice and Attorney-General

Section 2—Service contractor

Name of Service Contractor Duo Perfect Pty Ltd ACN 606 862 953 as trustee for Perfect Duo Trust

Current expiry date of service contract 14 September 2037

Length of proposed right or option of extension or renewal 5 years from 15 September 2037 to 14 September 2042

Current annual remuneration \$73,751.64 (plus GST)

Does the service contractor carry out general caretaking and cleaning duties?

Yes No (tick one)

Does the service contractor supervise employees or contractors?

Yes No (tick one)

Who pays for the equipment required to carry out general caretaking and cleaning duties?

Body Corporate Service Contractor Both (tick one)

Who pays for the materials required to carry out general caretaking and cleaning duties?

Body Corporate Service Contractor Both (tick one)

Details of any areas of common property the use of which is granted to the service contractor by way of an occupation authority:

Not applicable

Section 3—Letting agent authorisation

Name of letting agent Duo Perfect Pty Ltd ACN 606 862 953 as trustee for Perfect Duo Trust

Current expiry date of letting authorisation 14 September 2037

Length of proposed right or option of extension or renewal 5 years from 15 September 2037 to 14 September 2042

Any restrictions on the type of letting (eg Permanent, short term or holiday) imposed in the letting authorisation:

Not applicable

Details of any areas of common property the use of which is granted to the letting agent by way of an occupation authority:

Not applicable

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