Pevy Lawyers

Deed of Variation

Individual liability limited by a scheme approved under professional standards legislation.

This **Deed** is made the day of 2021.

BETWEEN: **BODY CORPORATE FOR THE LINK - NUNDAH COMMUNITY TITLES SCHEME 50858 ('the Body Corporate')**

AND: **HATCHY INVESTMENTS PTY LTD ACN 093 643 513 ('the Caretaker/Agent')**

Recitals

A. The Body Corporate and the Caretaker/Agent are parties to the Agreements.

B. The Caretaker/Agent has requested that the Body Corporate vary the Agreements in general meeting.

C. The Body Corporate has agreed to do so and this deed records the variation.

The parties covenant and agree as follows:

1 Definitions

1.1 In this Deed unless the context otherwise requires:

Agreements - means the Caretaking Agreement and the Letting Agreement.

Caretaking Agreement - means the Caretaking Agreement dated 4 December 2017 between the Body Corporate and Nundah Land Holdings Pty Ltd ACN 600 612 039 as trustee for Nundah Land Trust where the Body Corporate engaged Nundah Land Holdings Pty Ltd ACN 600 612 039 as trustee for Nundah Land Trust to act as caretaker for the Scheme for a term of fifteen (15) years from 4 December 2017 to 3 December 2032 with one (1) option to renew of ten (10) years from 4 December 2032 to 3 December 2042, as subsequently assigned to the Caretaker/Agent by Deed of Assignment dated 1 August 2019.

Letting Agreement - means the Letting Agreement dated 4 December 2017 between the Body Corporate and Nundah Land Holdings Pty Ltd ACN 600 612 039 as trustee for Nundah Land Trust where the Body Corporate authorised Nundah Land Holdings Pty Ltd ACN 600 612 039 as trustee for Nundah Land Trust to act as letting agent for the Scheme for a term of

	fifteen (15) years from 4 December 2017 to 3 December 2032 with one (1) option to renew of ten (10) years from 4 December 2032 to 3 December 2042, as subsequently assigned to the Caretaker/Agent by Deed of Assignment dated 1 August 2019.
Scheme -	means The Link - Nundah Community Titles Scheme 50858.

2 Interpretation

2.1 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, his executors administrators and assigns;

(c) words importing:

(i) the singular include the plural and vice versa; and

(ii) any 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; and

(e) headings to this Deed have been inserted for guidance only and will not affect the construction of this Deed.

3 Variation of Caretaking Agreement

3.1 The Caretaking Agreement is varied as follows:

(a) By inserting a new clause 2.3 as follows:

'2.3 Second Option to Extend

(a) The Caretaker has the option of extending the term of this Agreement for a further option term of four (4) years for the period commencing 4 December 2042 and ending on 3 December 2046 ('Second Option').

(b) The Caretaker is only entitled to exercise the Second Option by giving notice in writing to the Body Corporate not later than the date which is three (3) calendar months prior to the expiration of the term set out in clause 2.2(a).

(c) Even if the Caretaker exercises the Second Option, the Caretaker is not entitled to extend this Agreement if, as at the date of the term set out in clause 2.2(a) ends,

the Body Corporate has the right to terminate this Agreement in accordance with clause 8.1.'; and

(b) By inserting the words "*and any further or extended term*" after the word "*Term*" in clauses 3.1, 3.3(1) and 13.1.

4 Variation of Letting Agreement

4.1 The Letting Agreement is varied as follows:

(a) By inserting a new clause 2.2 as follows:

'2.2 Second Option to Extend

(a) The Agent has the option of extending the term of this Agreement for a further option term of four (4) years for the period commencing 4 December 2042 and ending on 3 December 2046 ('Second Option').

(b) The Agent is only entitled to exercise the Second Option by giving notice in writing to the Body Corporate not later than the date which is three (3) calendar months prior to the expiration of the term set out in clause 2.1(a).

(c) Even if the Agent exercises the Second Option, the Agent is not entitled to extend this Agreement if, as at the date of the term set out in clause 2.1(a) ends, the Body Corporate has the right to terminate this Agreement in accordance with clause 8.1.'; and

(b) By inserting the words "*and any further or extended term*" after the word "*Term*" in clauses 3.1, 4.1, 4.2 and 13.1.

5 Ratification

5.1 The Body Corporate and the Caretaker/Agent ratify and affirm the Agreements as varied, and confirm that a BCCM Form 20 in the approved form was circulated with the agenda of the general meeting in which the Body Corporate resolved to enter into this Deed.

6 Counterpart clause

6.1 This Deed may be signed in any number of counterparts and by different persons on separate counterparts. All those counterparts will together constitute the one Deed.

7 Costs

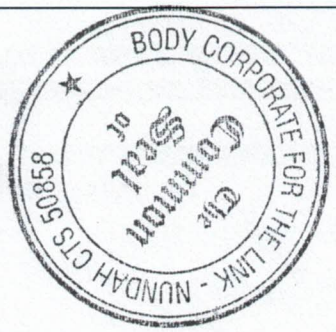
7.1 The Caretaker/Agent must pay the costs of and incidental to preparation of this Deed.

Executions

Executed as a Deed

SIGNED, SEALED AND DELIVERED by the **BODY CORPORATE FOR THE LINK – NUNDAH CTS 50858** in accordance with the provisions of the *Body Corporate and Community Management Act (Qld) 1997*

** The Body Corporate seal must be attached in the presence of any two (2) committee members, one of whom must be the chairperson or secretary and the committee members must sign as witnesses to the sealing of the document **



Chairperson/Secretary

GLEN ROSSI-QUEKIN

Print full Name

Committee Member

Sarah Pollock

Print full Name

EXECUTED by **HATCHY INVESTMENTS PTY LTD ACN 093 643 513** in accordance with Section 127 of the *Corporations Act 2001* (Cth)

Director/Secretary

BRYAN JOHN HATCH

Print full Name

Director

TONI HATCH

Print full Name