

DEED OF ASSIGNMENT
OF
CARETAKING AGREEMENT
AND
LETTING AGREEMENT
SPPPP LAWYERS

5.30 Applied

Date: 28/10/21 Signed: you

This Deed made the
18711

day of CHOOKER
2021.

BETWEEN

W&D AAT MANAGEMENT PTY LTD ACN 666 666 661

ATF FAMILY TRUST OF W&D

care of 1/4888 LEEEE Rd, T in the State of Queensland

The Assignor

AND

H PTY LTD ACN 666 666 662 ATF H&Y FAMILY

TRUST

care of 26 GIPPPP P,C in the State of Queensland

The Assignee

AND

H&Y

care of 26 GIPPPP P,C in the State of Queensland

The Lot Owners

AND

HAA

care of 26 GIPPPP P,C in the State of Queensland

The Guarantor

AND

THE BODY CORPORATE FOR "LEEEE CRRRR" CTS 19999

care of SKK STTT Body Corporate Services,

in the State of Queensland

The Body Corporate

RECITALS

A.

The Assignor operates a management rights business at the Scheme pursuant to the Agreements.

B.

The Assignor has requested the Body Corporate's consent to assign its interest in the Agreements to the Assignee.

C.

The Body Corporate has agreed to consent to the assignment of the Agreements on the terms set out in this Deed.

D.

In consideration of the Body Corporate giving its consent to the assignment at the request of the Guarantor, the Guarantor guarantees the performance of the duties

and obligations of the Assignee under the Agreements.

IT IS AGREED

1.

DEFINITIONS AND INTERPRETATIONS

Definitions

1.1 In this Deed, unless the subject or context is inconsistent, each of the following expressions shall have the meaning assigned to it below:-

- (1) Act means the Body Corporate and Community Management Act 1997.
- (2) Agreements means the Agreements identified in Item 6 of the Schedule.
- (3) Assignee means the party identified in Item 1 of the Schedule.
- (4) Assignor means the party identified in Item 2 of the Schedule.
- (5) Body Corporate means the party identified in Item 3 of the Schedule.
- (6) Committee means the committee of the Body Corporate.
- (7) Division 8 means Division 8 of Part 2 of Chapter 3 of the Act.
- (8) Effective Date means the date identified in Item 7 of the Schedule.
- (9) Guarantor (if any) means the party or parties identified in Item 5 of the Schedule.
- (10) Item refers to an item in the Schedule to this Deed.
- (11) Lot Owner (if any) means the party identified in Item 4 of the Schedule.
- (12) Manager means the party required to perform the duties and obligations under the Agreements.
- (13) Manager's Lot (if any) means the lot in the Scheme identified in Item 8 of the Schedule.
- (14) Module means the regulation module applicable for the Scheme.
- (15) Schedule means the Schedule at the beginning of and forming part of this Deed.
- (16) Scheme means the Body Corporate's community titles scheme.

Interpretation

1.2

In this Deed unless the contrary intention appears:

- (1) reference to a person includes a reference to that person's personal representatives, successors and assigns;
- (2) reference to a person includes a natural person, partnership, trust, association and company;
- (3) a word importing the singular number includes the plural number and a word importing the plural number includes the singular number;
- (4) a word importing a gender includes each other gender;
- (5) reference to a company includes any incorporated body of any description;
- (6) reference to a recital, clause or schedule is a reference to a recital, clause or schedule in this Deed and a reference to this Deed includes recitals and schedules;
- (7) reference to any statute in this Deed includes a reference to that statute as amended, modified or replaced and includes orders, ordinances, regulations, rules and by-laws made under or pursuant to that statute;
- (8) reference to the provisions of a document or part of a document includes a reference to all the terms, covenants, conditions, stipulations and reservations

contained or implied in that document or in that part of a document;

(9)

headings are inserted for convenience only and do not affect the interpretation of this Deed.

2 ASSIGNMENT

2.1 The Assignor assigns all its right, title and interest in and to the Agreements to the Assignee from the Effective Date subject to the terms of the Deed.

2.2 The Assignee accepts the assignment referred to in clause 2.1 subject to the terms of this Deed.

3

BODY CORPORATE CONSENT

3.1 Conditional upon and subject to the payment of all costs in accordance with clause 9.1 on or before the Effective Date, the Body Corporate consents to the assignment of the Agreements referred to in clause 2.1 and:

(1) agrees to be bound to the Agreements as if the Assignee was the original Manager named in the Agreements;

(2) will not rely upon any breach or default of the Agreements by the Assignor or any predecessor of the Assignor in its dealing with the Assignee but nothing in this clause prevents the Body Corporate from requiring the Assignee to perform the duties required of the Assignee under the Agreements;

(3)

releases, from the Effective Date, the Assignor and any person or entity who guaranteed the performance of the Assignor under the Agreements, in respect of anything that occurs after the Effective Date; and

(4) approves the Nominees.

4

ASSIGNEE'S COVENANTS

4.1 The Assignee covenants and agrees that from the Effective Date it will observe and perform the duties and obligations on the part of the Manager contained in the Agreements as if the Assignee had originally been named as Manager in the Agreements

4.2 The Assignee indemnifies the Assignor and the Body Corporate against any loss suffered by it as a consequence of a breach or default of the Agreements by the Assignee after the Effective Date.

5

ASSIGNOR'S COVENANTS

5.1

The Assignor covenants and agrees:

(1)

to the best of its knowledge:

(a) it has full right, title and power to assign the Agreements;

+(b)

the Agreements are in full force and effect at the date of this Deed and are not liable to forfeiture or termination;

(c)

the Assignor has observed and performed the Assignor's covenants and agreements in the Agreements; and

(d) there does not exist any matter or thing which might entitle the Body Corporate to terminate the Agreements.

(2) it will continue to observe and perform the Assignor's covenants and agreements in the Agreements up to and including the Effective Date; and
(3) it will on or before the Effective Date comply with all requirements of the Agreements about the assignment.

5.2 The Assignor releases and otherwise waives any claims the Assignor may have against the Body Corporate in respect of or in any way arising under the Agreements, excluding any claim for unpaid remuneration arising prior to the Effective Date.

5.3 The Assignor indemnifies the Assignee against any loss suffered by it as a consequence of a breach or default of the Agreements by the Assignor prior to the Effective Date.

6

LOT OWNER'S COVENANTS

6.1

The Lot Owner covenants and agrees:

(1) the Body Corporate and the Assignee have, or will have as at the Effective Date, certain rights and obligations under Division 8;
(2) in the event there are grounds for requiring a transfer pursuant to Division 8, the Lot Owner will do all things required of the Assignee as set out in Division 8, as if and to the extent the Assignee would be required to do if the Assignee and the Lot Owner were one and the same party; and
(3)

for the avoidance of doubt, the Lot Owner will do all relevant things to effect a transfer in accordance with Division 8 where the Body Corporate has invoked and implemented those provisions.

6.2 The Lot Owner irrevocably appoints the Committee as its attorney to do anything, including sign any document:

(1) which the Lot Owner is obliged to do under this Deed and/or Division 8 but has not done; or

(2)

which is necessary to give effect to any right or power given to the Body Corporate by this Deed and/or by Division 8.

6.3 The Lot Owner must ratify anything done by its attorney in accordance with clause 6.2.

7

TRUSTEE PROVISIONS

7.1 If the Assignee enters into this Deed or at any time holds its interest as Manager as trustee of any trust (the Assignee's Trust) then, whether or not the Body Corporate has had actual or constructive notice of the Assignee's Trust, the following applies:

(1) the Assignee warrants that it has full power under the Assignee's Trust to enter into and perform its obligations under this Deed and the Agreements;
(2) the Assignee shall on the written demand or direction of the Body Corporate made in accordance with the provisions of this Deed or the Agreements, exercise all rights of indemnity that the Assignee may at any time have against the fund and any other assets of the Assignee's Trust and any beneficiaries or unit holder of the Assignee's Trust or any of the same for the benefit of the Body Corporate;

(3)

the Assignee is liable under this Deed and the Agreements both in its personal

capacity and as trustee of the Assignee's Trust; and

(4) the Assignee will provide the Body Corporate with a certified copy of the Trust Deed and all other documents evidencing the Assignee's Trust within fourteen (14) days of written request for the same from the Body Corporate.

8

GUARANTEE

8.1

In consideration of the Body Corporate consenting to the assignment referred to in clause 2, the Guarantor hereby agrees with the Body Corporate as follows:

(1) the Guarantor guarantee:

(a) the performance by the Assignee of its obligations under this Deed and the Agreements; and

(b) the payment of all loss and damage recoverable by the Body Corporate from the Assignee for any reason whatsoever and howsoever arising.

(2)

this guarantee extends to claims by the Body Corporate payable in the terms of the Agreements:

(a) for damages for breach; and

(b) for the Body Corporate's reasonable legal and other expenses of seeking to enforce the obligations of the Assignee and the Guarantor, on a full indemnity basis.

(3) where more than one person executes this Guarantee:

(a) the term Guarantor in this clause refers to each of the Guarantors and to all of them;

(b) their obligations as Guarantors are joint and several;

(c) the Body Corporate may enforce this Guarantee against all or any of them;

(d)

this Guarantee remains binding on the other Guarantors even if:-

(i)

any Guarantor fails to execute this Deed or enter into this Deed;

(ii) this Guarantee is not binding on any Guarantor; or

+(iii)

the Body Corporate shall release any Guarantor from liability under this Guarantee;

8.2 This guarantee is not discharged and the Body Corporate's rights against the Guarantor are not affected by any of the following:

(1)

the granting of any extension of time by the Body Corporate to the Assignee or to the Guarantor;

(2)

the Body Corporate's failure to enforce covenants under the Agreements against the Assignee;

(3) the alteration or variation of any provision of the Agreements between the Body Corporate and the Assignee without the Guarantor's consent;

(4) the death, bankruptcy or winding up of the Assignee or any of the Guarantors; and

(5) the disclaimer of the Agreements following the Assignee's insolvency.

8.3 In respect of any payment made by or on behalf of the Assignee under the

Agreements that is void or is voided for any reason, the Guarantor shall remain liable under the Guarantee as if the payment had not been made.

8.4 The Body Corporate is entitled to require the Guarantors pay to the Body Corporate any outstanding money or other amount properly payable by the Assignee under the Agreements, to compensate the Body Corporate for any loss or damage without the Body Corporate having made any claim or instituted any proceedings against the Assignee in respect of such monies.

8.5

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 this Deed or the Agreements and the preceding provisions of this Guarantee will apply to this indemnity.

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

8.7 If any term of the Agreements is not enforceable against the Assignee as principal (whether by reason of any legal limitation, disability or incapacity or otherwise) the Guarantor will be responsible under this Guarantee as though the Guarantor was solely or principally liable as the Manager under the Agreements.

8.8

The Guarantor waives (in favour of the Body Corporate) any right to or interest in the estate or assets of the Assignee and any other person's estate or assets SO far as necessary to give effect to anything contained in this Guarantee.

8.9 The obligations of the Manager 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.

9

COSTS

9.1 The Assignor must pay the Body Corporate's reasonable legal and administrative costs of and incidental to the preparation, negotiation, approval and execution of this Deed and the Assignee must pay any stamp duty.

9.2 Subject to clause 9.1, the Assignor and the Assignee will pay their own costs of and incidental to the negotiation, preparation and execution of this Deed.

10

COUNTERPART CLAUSE

10.1 This Deed may be executed in any number of counterparts by different parties. All such counterparts will together constitute a single Deed.

11 SEVERANCE

11.1 In the event any term or provision of this Deed for any reason whatsoever is acknowledged by the parties hereto, or is adjudged by Court, Body or Referee of competent jurisdiction or is held or rendered by any competent Government authority to be invalid, illegal, of no force or effect or unenforceable, such terms or provision shall be severed from the remainder of the terms and provisions of this Deed and shall be deemed never to have been part of this Deed and the remainder of the terms and provisions of this Deed shall subsist and remain in full force and effect unless the basic purposes of this Deed would be defeated.

12

FURTHER ASSURANCE

12.1 The parties will execute and do all other things as are necessary from time to time to

perfect and give effect to this Deed.

SCHEDULE

Item 1

Assignee

H PTY LTD ACN 666 666 662 ATF H&Y

FAMILY TRUST

Item 2

Assignor

W&D AAT MANAGEMENT PTY LTD

ACN 666 666 661 ATF FAMILY TRUST OF W&D

Item 3

Body Corporate

THE BODY CORPORATE FOR "LEEEE

CRRRR" CTS 19999

Item 4

Lot Owner

H&Y

Item 5.

Guarantors

HAA

Item 6

Agreements

The Caretaking Agreement and the Letting Agreement both dated 1 June 2011 which are Agreements with a current term of ten (10) years commencing 1 July 2011. and ending on 30 June 2021 are varied from time to time.

Item 7

Effective Date

1st NOVEMBER

2021

Item 8

Manager's Lot

Lot 1 in GTP 4136

EXECUTED AS A DEED

EXECUTED by W&D AAT

MANAGEMENT PTY LTD ACN 622

541 164 ATF FAMILY TRUST OF W&D as Assignor in

accordance with section 127 of the

Corporations Act 2001

Director/Secretary DL

WW

Director

Name P L

Print Full

Print Full

W Name WA

EXECUTED by H PTY LTD ACN 666 666 662 ATF H&Y FAMILY TRUST

as Assignee in accordance with section

127 of the Corporations Act 2001

aus

Director/Secretary

Has in

Print Full Name

HAA Director

Print Full Name

THE COMMON SEAL of the Body

Corporate for THE BODY

CORPORATE FOR THE BODY

CORPORATE FOR "LEEEE CRRRR"

CTS 19999 in accordance with the
provisions of the Body Corporate and
1997:

Signature of authorised person

SECURITY Common FOR The LEEEE) Signature Albery SECRETARY of authorised
person

CHAIR

Tv EDY CRPORATE

Office held

Seal

office held

LEE MAAAAA

FOOD

of)

LECTOR

MAAAAA H. MUUUUU

Print Full Name

Print Full Name

A)

SIGNED SEALED AND DELIVERED by

HAA as Guarantor

in the presence of

Frayment

witness

Gran Yus Kay THa,

UND

Print Full Name

HAA

SIGNED SEALED AND DELIVERED by HAA as Guarantor in the presence of :

SIGNED SEALED AND DELIVERED by HAA as Lot Owner in the presence of :

SIGNED SEALED AND DELIVERED by YIY as Lot Owner in the presence of :