DEED OF VARIATION NO 1

ORIGINAL AGREEMENT AS NOVATED

Name	West Gippsland Regional Library Corporation Agreement dated 22 October 2014 as novated to Myli and varied by a deed of novation adopted by: Bass Coast Shire Council resolution on 21 July 2021 and South Gippsland Shire Council resolution on 21 July 2021 and Baw Baw Shire Council resolution on 28 July 2021 and effective 1 July 2022 (**Library Agreement**)
Parties	**Bass Coast Shire Council** ABN 81 071 510 240 of 76 McBride Avenue, Wonthaggi VIC 3995
	Baw Baw Shire Council ABN 47 274 526 683 of 33 Young Street, Drouin VIC 3818
	South Gippsland Shire Council ABN 67 816 770 786 of 9 Smith Street, Leongatha VIC 3953
	Myli – My Community Library Ltd ACN 653 088 610 / ABN 92 653 088 610 of Unit 2, 65 Victoria Street, Warragul VIC 3820 (**Myli**)

AGREED CHANGES EFFECTIVE DATE

The variations in this deed are conditional upon and do not take effect, unless and until a fourth Council Member is approved and admitted by the Myli Board in accordance with the Myli Constitution no later than 30 June 2027.

The variations in this deed do not take effect if a fourth Council Member is not admitted.

AGREED CHANGES

1 **New clause**: **17: DEED OF ACCESSION** Each party to this Agreement other than Myli (including a party who has entered into this Agreement by a Deed of Accession) irrevocably delegates authority to Myli to execute all documents and do all things necessary to admit a new Council which is:

(a) approved by Myli under its constitution to be a member; and

(b) has executed a Gift and Transfer Deed substantially in the form executed by the existing Councils gifting that Council's library assets to Myli,

or as otherwise approved by majority approval of the Councils, with effect from the date it commences as a member of Myli, as an additional Council party to this Agreement, including without limitation executing a Deed of Accession on behalf of each Council.

2 **Amended Schedule 3 Funding Formula**: The funding formula table as set in Schedule 3 of the Library Agreement will be amended as follows:

(a) Delete "*Regional*" from "*Annual Regional Support costs including all ICT*" in column 1, row 3.

(b) In row 3 (Annual Support costs including all ICT) delete "*Per Capita"* and replace with "*Equal Share*" in column 2.

(c) In row 5 (Board Operating Costs) delete "*Per Capita"* and replace with "*Equal Share*" in column 2.

(d) In row 6 (Library Materials) delete "*Per Capita*" and replace with "*Location of service point; 100%"* in column 2.

3 **Amended Schedule 3 Funding Formula Transition**: At the end of Schedule 3 of the Library Agreement insert the following:

If this funding formula is varied or a new Member Council admitted during the financial year (**Change Date**), then the funding formula as set out in Schedule 3 of the Library Agreement immediately prior to the Change Date will apply on a pro-rata basis until the Change Date. On and from the Change Date, the funding formula (as varied) will apply for the remainder of the financial year on a pro-rata basis.

The parties agree to alter the Original Agreement as Novated to incorporate the Agreed Changes on the Agreed Changes Effective Date.

Executed as a deed.

SIGNED, SEALED AND DELIVERED for and on behalf of **BAW BAW SHIRE COUNCIL** by Mark Dupe, Chief Executive Officer, pursuant to Council resolution dated [insert date] 2022:)

.....

.....
Witness

.....
Witness name

SIGNED, SEALED AND DELIVERED for and on behalf of **BASS COAST SHIRE COUNCIL** by Ali Wastie, Chief Executive Officer, pursuant to Council resolution dated [insert date] 2022:)

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Witness

.....
Witness name

SIGNED, SEALED AND DELIVERED for and on behalf of **SOUTH GIPPSLAND SHIRE COUNCIL** by Kerryn Ellis, Chief Executive Officer, pursuant to Council resolution dated [insert date] 2022:)

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.....
Witness

.....
Witness name

EXECUTED by **MYLI – MY COMMUNITY LIBRARY LTD** in accordance with section 126 of the *Corporations Act 2001* (Cth) by:)

.....
Authorised individual signature

.....
Authorised individual name: Leanne Williams, Chief Executive Officer, pursuant to a resolution of the Board dated [insert date] 2022

Date: