



PARTIES

CPPA LIMITED ACN 104 561 560

(Landlord)

AND

ANTONIO GUISEPPE POLGA AND ANDREW JAMES POLGA

(Tenant)

AND

WILLIAM EMANUEL CAMILLERI

(Assignee)

CONSENT TO ASSIGNMENT OF LEASE

**MACKEY WALES LAW
369 FLINDERS STREET
TOWNSVILLE Q 4810
TELEPHONE: (07) 4772 6699
REFERENCE: TAF:SR:250315**

THIS DEED dated day of 2025

BETWEEN **CPPA LIMITED ACN 104 561 560**
of PO Box 2015, IDALIA QLD 4811

(Landlord)

And **ANTONIO GUISEPPE POLGA AND ANDREW JAMES POLGA**
of 65 Young Street, Ayr, QLD 4807 (Tenant)

And **WILLIAM EMANUEL CAMILLERI**
of 3 Doncaster Way, Mount Louisa, QLD 4814
(Assignee)

RECITALS

- A. The Tenant leases the Premises from the Landlord pursuant to the Lease.
- B. The Tenant is presently entitled to possession of the Premises under the Lease.
- C. The Tenant and the Assignee have requested the Landlord's consent to the assignment of the Tenant's interest in the Lease to the Assignee.
- D. The Landlord has agreed to consent to the assignment of the Lease to the Assignee on the terms contained in this Deed.

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the subject or context is inconsistent the following expressions shall have the following meanings:

"Assignment Date" means 19 March 2025, and if no date is nominated then the assignment date is deemed to be the date this document was signed by the Landlord.

“Business Day” means a day that is not a Saturday, Sunday or public holiday in Townsville in the State of Queensland.

"Land" means the parent property, comprising of the Premises and other areas, more particularly described as Lot 1 on Registered Plan 745347;

"Lease" means the lease of the Premises made between the Landlord and the Tenant (or a previous tenant) dated 19 September 2000 and bearing Dealing No 704351443 together with any amendments and extensions thereof.

“Lease Costs” means any outgoing, tax, fee, charge or other expense payable by the Assignee/Assignor to the Landlord (from time to time) pursuant to the terms of the Lease;

“Premises” means (lot 255)/180 Pavia Drive, Nome and more particularly described as Lot LB on SP102512.

“Tenant’s Obligations” means all express or implied obligations or restrictions (whether positive or negative and whether running with the land or otherwise) of the Tenant under the Lease.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

- (a) A reference to a gender includes all genders.
- (b) The singular includes the plural and vice versa.
- (c) A reference to a person includes a body corporate, an unincorporated body or other entity and conversely.
- (d) A reference to a clause, annexure or schedule is to a clause of, or annexure or schedule to this Deed.
- (e) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (f) A reference to any party to this Deed or any other Deed or document includes the party’s successors and permitted assigns.
- (g) A reference to any Deed or document is to that Deed or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Deed.
- (h) A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.
- (i) A reference to a right or obligation of any 2 or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally.
- (j) A reference to conduct includes any omission and any statement or undertaking, whether or not in writing.
- (k) A reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form.
- (l) Mentioning anything after “include”, “includes” or “including” does not limit what else might be included.
- (m) This document is intended by the parties to take effect as a Deed.

2. LANDLORD’S CONSENT

2.1 Consent to assignment of Lease

The Landlord hereby consents to the assignment of the Lease from the Assignment Date, subject to and conditional upon the following conditions being satisfied to the Landlord's satisfaction on or before the Assignment Date:

- (a) execution of this Deed by the Tenant and Assignee;
- (b) payment of the Landlord's legal costs of consenting to the assignment (on an indemnity basis);
- (c) the Tenant not being in default under the Lease as at the Assignment Date;
- (d) the Lease Costs being paid up to and including the last day of the financial year current as at the Assignment Date and all other outstanding Lease Costs being paid on the Assignment Date;
- (e) the Tenant or Assignee providing the Landlord with a copy of the fully signed Form 1 Transfer of Lease in registrable form;
- (f) the Tenant and Assignee executing a share transfer form on or before the Assignment Date evidencing a transfer of the Tenant's one (1) share held in the Landlord to the Assignee from the Assignment Date;
- (g) the Assignee providing the Landlord with a certificate of currency for public liability insurance over the Premises for an amount no less than \$20,000,000.00 in the name of the Assignee; and
- (h) the Tenant or Assignee providing the Landlord with evidence of Council approval for a septic system on the Premises, or evidence that the approval is in the process of being obtained (unless the Premises is comprised of vacant land).

2.2 Form 18 Consent

Upon satisfaction of all of the conditions precedent set out in Clause 2.1, the Landlord shall execute a Form 18 General Consent to the transfer of the Lease and provide the same to the Assignee, if required.

3. TENANT'S OBLIGATIONS

3.1 No Release of Tenant

Nothing in this Deed in any way releases the Tenant from the performance of his or her respective obligations under the Lease whether arising before or after the Assignment Date or prevents the Landlord from continuing or instituting any proceedings against the Tenant in respect of any matter arising under the Lease.

3.2 Release of Landlord

The Tenant releases the Landlord and its agents, employees and contractors from all claims that the Tenant has, or may have in the future, against the Landlord in respect of or arising from the Lease.

3.3 Transfer of Lease

The Tenant must sign a transfer of the Lease in registrable form to enable the Assignee to attend to registration of the transfer promptly after the Assignment Date. The Tenant or Assignee must provide the Landlord with a copy of the transfer of Lease contemplated in this clause on or before the Assignment Date.

3.4 Share Transfer

The Tenant must sign a share transfer, in a form approved by the Landlord, transferring or selling the Tenant's share/s in the Landlord from the Tenant to the Assignee from the Assignment Date. The Tenant or Assignee must provide the Landlord with a copy of the share transfer contemplated in this clause on or before the Assignment Date.

3.5 Assignee Guarantees Tenant's Obligations under this Deed

The Assignee hereby guarantees to the Landlord the Tenant's performances of the Tenant's obligations under this Deed.

3.6 Landlord's Costs

Notwithstanding Clause 5 of this Deed, the Tenant must pay the Landlord on demand all costs (including legal costs on an indemnity basis) incurred by the Landlord in relation to this Deed and the granting of consent to the assignment of the Lease.

4. ASSIGNEE'S OBLIGATIONS

4.1 Inspection

- (a) Prior to signing this Deed, the Assignee independently inspected and investigated the Premises and determined that the Premises is suitable and satisfactory to the Assignee.
- (b) The Assignee warrants that it has not relied on any express or implied warranty, promise, undertaking or representation made by or on behalf of the Landlord in entering into this Deed.
- (c) Without limiting clause 4.1(b), the Assignee warrants and undertakes to the Landlord that:
 - (i) in entering into this Deed the Assignee has not relied on any representations or warranties about the financial position of the Landlord and the value of the share; and
 - (ii) the Assignee has prior to executing this Deed sought and obtained independent legal and financial advice with respect to the transactions contemplated in this Deed or been afforded the opportunity to obtain such advice.

4.2 Assignee to perform obligations in Lease

From the Assignment Date, the Assignee must:

- (a) pay the rent, fees, levies and all other money payable under the Lease including any contribution to outgoings payable in respect of the Premises and any

interest due on unpaid monies, even if the payment is calculated with reference to a period of time beginning before the Assignment Date;

- (b) perform all the obligations (express or implied) of the Tenant under the Lease as if the Assignee had originally entered into the Lease with the Landlord; and
- (c) pay any membership and other fees payable to CPPA Limited by members of that Company as determined from time to time.

4.3 Assignee to register transfer

The Assignee must:

- (a) stamp and register a Transfer of the Lease from the Tenant to the Assignee with the Queensland Titles Registry Pty Ltd (or its successors) promptly after the Assignment Date.
- (b) provide the Landlord, or the Landlord's solicitor, with a copy of the registration confirmation statement, confirming the Assignee's compliance with clause 4.3(a), within three (3) Business Days of receipt from the Queensland Titles Registry Pty Ltd.
- (c) give the Landlord's solicitors a stamped copy of this document and a stamped signed copy of the deed of assignment of lease between the Tenant and the Assignee in the period of fourteen (14) days after the transfer date.

4.4 Assignee to execute Share Transfer

The Assignee must sign a share transfer, in a form approved by the Landlord, accepting a transfer of the Tenant's share/s in the Landlord from the Tenant to the Assignee from the Assignment Date. The Tenant or Assignee must provide the Landlord with the fully signed original share transfer before the Assignment Date.

4.5 Duty and other costs

The Assignee must pay all duty and registration fees relating to this Deed and any document contemplated by it.

5. LIABILITY FOR EXPENSES

The Tenant and Assignee hereby indemnifies the Landlord and must pay the Landlord on demand (before the Assignment Date) all expenses and costs that the Landlord incurs (on an indemnity basis) in relation to this Deed and the granting of consent to the assignment of the Lease to the Assignee, including but not limited to the Landlord's costs incurred in connection with the following:

- (a) Investigating the Assignee;
- (b) The legal costs (on an indemnity basis) incurred by the Landlord in connection with the negotiation, preparation and stamping of this Deed and transfer of Lease;
- (c) The transactions and instruments that this document contemplates;
- (d) The Landlord's mortgagee's costs of consenting to the transfer of the Lease

- (e) pursuant to the terms of this Deed;
The Landlord's surveyor's costs.

6. POWER OF ATTORNEY

6.1 Appointment

- (a) The Assignee irrevocably appoints the Landlord and each and every one of its directors to be the true and lawful attorney of the Assignee to act at any time after the power to take back possession of the Premises has been exercised.
- (b) The attorney is empowered to:
 - (i) sign and register a surrender or transfer of the lease together with any other documents needed to effect that dealing;
 - (ii) sign and register a withdrawal of any caveat lodged by the Tenant affecting the land on which the premises is situated together with any other documents needed to effect that dealing;
 - (iii) sign any instrument that the Assignee must sign under the lease;
 - (iv) de-register or transfer any trade name incorporating the name of the building that the premises forms part; and
 - (v) sign any other instrument required to complete, stamp, perfect and if appropriate, register any instrument in this clause.

6.2 Attorney may appoint substitutes

Each attorney may appoint and remove substitutes and may delegate its powers (including this power of delegation) and revoke any delegation.

6.3 Assignee must ratify attorney's actions

The Assignee undertakes to ratify and confirm anything the attorney lawfully does and to pay the Landlord's reasonable expenses incurred in exercising the powers under clause 6.1 on demand.

6.4 Assignee's authority

The Assignee authorises the Landlord and its directors and other officers to exercise the rights granted under this power of attorney clause notwithstanding that it may involve a conflict of interest or that the Landlord has a personal interest in the exercise of the power.

6.5 Attorney may use its name or name of Assignee

An attorney may do anything contemplated by this clause in its name, in the name of the Assignee or in the name of both of them.

6.6 When attorney may exercise power

An attorney may only exercise a power under this clause after the Landlord has exercised its power to re-enter or the Landlord has accepted the Assignee's repudiation

of the Lease. A statutory declaration of any officer of the Landlord or of the Landlord's manager will be sufficient proof that the power to re-enter has been exercised or that the Landlord has accepted the Assignee's repudiation of the lease.

6.7 Costs

The Assignee must pay to the Landlord within ten (10) business days of written demand the costs incurred by or on behalf of any attorney in exercising its powers under this clause.

6.8 Registration of Power of Attorney

The Landlord may register this power of attorney with the Queensland Titles Registry Pty Ltd.

7. INDEMNITY

7.1 Each indemnity contained in this Deed is a continuing obligation despite a settlement of account or the occurrence of any other thing that remains fully effective until all money owing, contingently or otherwise, under an indemnity has been paid in full.

7.2 Each indemnity contained in this Deed:

- (a) Is in addition, separate and independent obligation and no one indemnity limits the generality of another indemnity; and
- (b) Survives the termination of this Deed.

8. TRUSTEE PROVISIONS

8.1 Where the Assignee enters into this Deed in the capacity of the trustee of any trust, then the Assignee agrees that it is bound by the terms of this Deed, not only in its capacity as trustee of that trust but also in its own individual capacity.

8.2 Where the Assignee enters into this Deed in the capacity of the trustee of any trust, then the Assignee covenants with the Landlord that it has a right of indemnity against the assets of the trust of which it is the trustee and covenants that it will take no steps to waive, alter or revoke that right of indemnity.

9. GENERAL

9.1 GST

- (a) In this Deed, GST, Input Tax Credit and Taxable Supply have the meanings given in the *A New Tax System (Goods and Services Tax) Act 1999*;
- (b) All payments to be made by the Tenant or Assignee under this Deed are calculated without regard to GST which may be imposed on the Landlord. If any such payment is for a Taxable Supply by the Landlord, the amount of the payment will be increased by the amount of GST imposed on the Taxable Supply in question.
- (c) Despite any other provision of this Deed, if a payment due under this Deed is a reimbursement or indemnification by one party or an expense, loss or liability incurred or to be incurred by another party, the payment shall exclude any part

of the amount to be reimbursed for which that other party can claim an Input Tax Credit.

9.2 Governing Law

This Deed is governed by the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

9.3 Business Day

If the day on or by which a person must do something under this document is not a Business Day then the act must be completed by the next Business Day.

9.4 Notices

Any notice given under this Deed:

- (a) must be in writing addressed to the intended recipient at the address shown in clause 9.4(d) or at the address last notified by the intended recipient to the sender;
- (b) must be signed by a person duly authorised by the sender;
- (c) will be taken to have been given:
 - (i) if delivered – on the day of delivery if delivered before 5:00pm on a Business Day, otherwise on the next Business Day.
 - (ii) if posted by a pre-paid mail - on the third Business Day after posting; or
 - (iii) if transmitted by email - on the day of transmission if transmitted before 5:00pm on a Business Day, otherwise on the next Business Day. Provided that the sender does not receive a failure to deliver notice.

(d) Address for Notices

- (i) Landlord:
 - Landlord: CPPA Limited ACN 104 561 560
 - Address: Level 3/345 Ann Street, Brisbane City QLD 4000
 - Phone: 07 4778 8086
 - Email: admin@clevelandpalms.com.au
- (ii) Tenant
 - Tenant: Antonio Guiseppe Polga and Andrew James Polga
 - Address: 65 Young Street, Ayr, QLD 4807
- (iii) Assignee
 - Assignee: William Emanuel Camilleri
 - Address: 3 Doncaster Way, Mount Louisa, QLD 4814
 - Phone: 0411 835 877
 - Email:

10. ELECTRONIC TRANSACTIONS

- 10.1 Pursuant to Section 11(2) of the Electronic Transactions (Qld) Act 2001, the parties agree to receive this Agreement and associated information by electronic means and to provide information by electronic means if requested and the parties agree that any email versions of the signed and scanned contract shall be binding as if the original had been signed by the parties.

11. COUNTERPARTS AND ELECTRONIC EXECUTION

- 11.1 The parties acknowledge and agree that:

- (a) the parties consent to the execution of this Deed by electronic means by using a digital signing platform (**Electronic Signature**);
- (b) the execution of this Deed by an Electronic Signature shall bind the party signing with the same effect as though that Electronic Signature were an original wet-ink signature;
- (c) this Deed may be executed:
 - (i) in any number of counterparts and by different persons on separate counterparts; and/or
 - (ii) by either Electronic Signature(s), wet-ink signature(s) or a combination of both.
- (d) a party who has executed a counterpart of this Deed may exchange that counterpart copy with another party by sending a copy via email to the other party; and
- (e) execution of this Deed by the parties under this clause demonstrates an intention that they each intend to be legally bound by the terms of this Deed irrespective of whether executed by Electronic Signature(s), wet-ink signature(s) or a combination of both.

EXECUTED as a Deed.

CPPA LIMITED ACN 104 561 560 by its)
duly constituted Attorney Ross Alexander)
Greatrex under Power of Attorney No:)
719292883 and who states that he has not)
received notice of revocation of the Power)
of Attorney in the presence of:)



Signature of witness
Stephanie Leigh Reid
Solicitor

Print name of witness



Signature

SIGNED by **ANTONIO GUISEPPE**)
POLGA as Tenant in the presence of:)

Signature of witness

Print name of witness

Signature

SIGNED by **ANDREW JAMES POLGA** as)
Tenant in the presence of:)

Signature of witness

Print name of witness

Signature

EXECUTED by **WILLIAM EMANUEL**)
CAMILLERI as Assignee in the presence)
of:)

Signature of witness

Print name of witness

Signature

EXECUTED as a Deed.

CPPA LIMITED ACN 104 561 560 by its
duly constituted Attorney Ross Alexander
Greatrex under Power of Attorney No:
719292883 and who states that he has not
received notice of revocation of the Power
of Attorney in the presence of:

Signature of witness

Print name of witness

Signature

SIGNED by **ANTONIO GUISEPPE**
POLGA as Tenant in the presence of:

mKelly CDec-87008
Signature of witness

MELISSA MARGARET KELLY
Print name of witness

A Polga
Signature

SIGNED by **ANDREW JAMES POLGA** as
Tenant in the presence of:

mKelly CDec-87008
Signature of witness

MELISSA MARGARET KELLY
Print name of witness

A
Signature

EXECUTED by **WILLIAM EMANUEL**
CAMILLERI as Assignee in the presence
of:

Signature of witness

Print name of witness

Signature