

Dated

Deed Poll

By

CSSF NOMINEES PTY LTD ACN 154 393 165 AS TRUSTEE ('Purchaser')

In favour of

ONE NATION QUEENSLAND DIVISION INC ABN 53 975 273 862 ('Tenant')

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In favour of:

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Introduction

- A.** The Tenant and the Landlord are parties to the Lease.
- B.** The Landlord has sold the Land to the Purchaser and has requested the Purchaser enter into this Deed Poll in favour of the Tenant.
- C.** The Purchaser has agreed to enter into this Deed Poll in favour of the Tenant.

Operative Provisions

1. Definitions and interpretation

1.1 Definitions

In this Deed:

- (1) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.
- (2) **Deed** means this document, including any schedule or annexure to it.
- (3) **Landlord** means URBAN DEVELOPMENT CORPORATION PTY LTD ACN 141 868 082.
- (4) **Land** means the land at 17/109 Holt Street, Eagle Farm QLD 4009 being lot 17 on SP 292894 Title Reference 51125758.

- (5) **Lease** means the lease dated 24 July 2019 between the Landlord and the Tenant.
- (6) **Outstanding Obligations** means such of the Landlord's obligations under the Lease which, as at the date of this Deed, remain to be performed.
- (7) **Related Body Corporate** has the meaning given in section 9 of the *Corporations Act 2001*.
- (8) **Bank Guarantee** means the bank guarantee dated 23 July 2019 of \$33,000.00 paid by the Tenant to the Landlord in accordance with clause 10 of the Lease.

1.2 Interpretation

- (1) Reference to:
 - (a) one gender includes each other gender;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) an associate of a person means another person who is associated with that person by application of any of the provisions of Division 2 of Part 1.2 of the *Corporations Act 2001*;
 - (e) a party includes the party's executors, administrators, successors and permitted assigns; and
 - (f) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of this Deed or affect its interpretation.

- (5) A provision of this Deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Deed or the inclusion of the provision in the Deed.
- (6) All monetary amounts are in Australian dollars, unless otherwise stated.
- (7) If an act must be done on a specified day which is not a Business Day, the act must be done instead on the next Business Day.

1.3 Parties

- (1) If a party consists of more than 1 person, this Deed binds each of them separately and any 2 or more of them jointly.
- (2) A party which is a trustee is bound both personally and in its capacity as a trustee.

2. Covenant by Purchaser

- 2.1 The Purchaser covenants in favour of the Tenant that on and from the date of this Deed the Purchaser will carry out and perform the Outstanding Obligations as if named as landlord in the Lease in place of the Landlord.

3. Enforcement by Tenant

- 3.1 The provisions of this Deed are immediately enforceable by the Tenant against the Purchaser without the requirement for any further notice, acceptance or other action by the Purchaser.

4. Costs

- 4.1 Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Deed.

5. Governing law and jurisdiction

- 5.1 The law of Queensland governs this Deed.

6. Bank Guarantee

- 6.1 The Purchaser acknowledges receipt of the Bank Guarantee, and covenants to deal with the same in accordance with this agreement and the Lease terms.

EXECUTED as a Deed Poll

Executed by **CSSF NOMINEES PTY LTD ACN 154 393 165 AS TRUSTEE**
in accordance with section 127 of the
Corporations Act 2001:

.....
Director/company secretary

.....
Director

.....
Name of director/company secretary
(BLOCK LETTERS)

.....
Name of director
(BLOCK LETTERS)