
Louna Dib & John Dib

Accor Australia & New Zealand Hospitality Pty Ltd

Premises Lease

Studio 707 Turnberry Avenue, as
part of Lot No 60

Strata Plan SP 77308

Magenta Shores

Reference Schedule

Item 1 Lessor	Louna Dib & John Dib
Item 2 Lot	Studio 707 as part of Lot 60
Item 3 Lessee	Accor Australia & New Zealand Hospitality Pty Ltd ACN 002 462 017
Item 4 Strata Scheme	SP 77308
Item 5 Rent	\$16,640 per annum paid in monthly instalments of \$1386.66 with a top up of \$2400 over the 4 week Christmas school holiday period and \$1000 top up for the Easter and October school holidays. Total annual offer \$21,040.00, (being per paid monthly in advance in accordance with clause 5.1)
Item 6 Commencing Date	2, September 2022
Item 7 Terminating Date	1 September, 2023 (unless extended for a further term of 12 months in accordance with clause 4)
Item 8 Lessor Service Address	705 Turnberry Avenue Magenta NSW 2261
Item 9 Lessee Service Address	Accor C/- Level 15, 50 Cavill Avenue, Surfers Paradise Qld 4217 Attention: Legal Department

This Lease is dated the 2 day of September 2022

1. DEFINITIONS AND INTERPRETATION

1.1 In this Lease, unless a contrary intention appears:

“**Act**” means the Strata Schemes Management Act 2015 (*NSW*) and the Strata Schemes Development Act 2015 and any other legislation governing strata schemes.

“**Associated Entities**” or “**Associated Entity**” has the same meaning given to it in section 50AAA of the *Corporations Act 2001*.

“**Building**” means the building constructed within the land the subject of the Strata Scheme and includes the lots within the Strata Scheme and the Common Property.

“**Commencing Date**” means the date specified in item 6 of the Reference Schedule.

“**Common Property**” means the common property in the Strata Scheme.

“**Furniture, Fittings and Equipment**” or “**FF&E**” means the items of furniture, fittings and equipment in the Lot and includes the items listed in the FF&E Schedule to this Lease.

“**Further Term**” means 12 months, commencing on the day after the expiry of the current lease term.

“**Governmental Agency**” means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

“**GST**” has the meaning given to that term in the GST Law.

“**GST Law**” has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999*.

“**Lease**” means this lease.

“**Lessee**” means the lessee named in item 3 of the Reference Schedule, its successors and assigns and where not repugnant to the context, includes its sub-lessees, agents, employees, invitees and licensees.

“**Lessor**” means lessor named in item 1 of the Reference Schedule its successors and assigns and where not repugnant to the context, its agents, employees, invitees and licensees.

“**Licensing Authority**” means the Licensing Court of New South Wales, the Liquor Administration Board, the Director of Liquor and Gaming and any authority exercising powers under the Gaming Machines Act 2001 or the Liquor Act.

“**Liquor Act**” means the Liquor Act 2007 and includes any amending legislation, regulation or direction made pursuant to the Liquor Act and includes any legislation that replaces the Liquor Act 2007.

“**Liquor Licence**” means any liquor licence, permit or authority granted under the Liquor Act in respect to the business operated by the Lessee or its Associated Entities within the Strata Scheme.

“**Liquor Licence Holder**” means the licensee of the Liquor Licence from time to time.

“**Lot**” means the lot in the Strata Scheme referred to in item 2 of the Reference Schedule being the demised premises and includes the FF&E and any car parking or storage areas or licences that may attach to the Lot whether by exclusive use or otherwise.

“**Maximum Amount**” means an amount of \$50.00 per item.

“**Owners Corporation**” means the Owners Corporation for the Strata Scheme.

“**Ownership Costs**” means:

- a) council rates;
- b) levies or charges under the Act including sinking fund, administrative and special levies (or similar levies or charges);
- c) land tax;
- d) insurance as required under clause 14.1;
- e) subject to clause 10.1, repair, maintenance, replacement and capital expenditure costs relating to the Lot or the FF&E; and
- f) any other fees, expenses, costs or charges relating to the ownership of the Lot, except for those payable by the Lessee under clause 7.

“Peak Periods” means the period from 26 December to 10 January and Good Friday to Easter Monday and any other periods determined by the Lessee from time to time as the peak periods during the school holidays each year and any special events.

“Permitted Use” means the use of the Lot for a serviced apartment or for short term or long term letting. For the avoidance of doubt, such use may be undertaken by a sub-lessee or a management company appointed by the Lessee or the sub-lessee.

“Reference Schedule” means the reference schedule to this Lease.

“Rent” means the amount per annum specified in item 5 of the Reference Schedule (exc. GST).

“Rent Day” means the twenty-first day of the month immediately before the month to which the Rent relates.

“Standard” means to a standard that is commensurate with the other lots within the Building that the Lessee operates for holiday letting under the Lessee’s brand.

“Strata Scheme” means the strata scheme listed in Item 4 of the Reference Schedule.

“Strata By-Law” means the strata by-laws relating to the Strata Scheme.

“Term” means the term of this Lease determined in accordance with clause 3.

“Terminating Date” means the date listed in item 7 of the Reference Schedule, unless the Lessee exercises the option in clause 4.1, in which event the Terminating Date is the expiration of the Further Term.

1.2 In this Lease unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Lease;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;
- (e) a reference to any thing includes a part of that thing; and
- (f) an agreement on the part of two or more persons binds them jointly and severally.

1.3 Implied Covenants – To the extent permitted by law, the obligations and powers implied by the Conveyancing Act 1919 do not apply to this Lease.

1.4 If a provision of this Lease is invalid or unenforceable for any reason including illegality the validity or enforceability of the remaining provisions is not affected and the invalid or unenforceable clauses must be considered to be deleted from this Lease.

2. LEASE

2.1 The Lessor leases to the Lessee the Lot for the Term in consideration of the Rent.

3. TERM

3.1 This Lease commences on the Commencing Date and terminates on the Terminating Date.

3.2 If the Lessee continues to occupy the Lot beyond the Term (otherwise than pursuant to the grant of a further lease), this Lease continues as a periodic tenancy until terminated by the Lessor giving the Lessee 90 days' written notice of termination or the Lessee giving the Lessor 30 days' written notice of termination.

4. FURTHER TERM

4.1 If the Lessee gives written notice to the Lessor at least three (3) months before the end of the current term stating that the Lessee wishes to extend the term of the Lease for the Further Term, the Lessor must grant the Lessee a lease of the Lot for the Further Term.

4.2 The lease for the Further Term will:

- (a) commence on the day after the expiry of the current lease term and be for the Further Term; and
- (b) otherwise be on the same terms as this document except that there will be no option to extend the lease for a Further Term.

5. RENT

5.1 The Lessee will pay the Rent by equal monthly instalments on each Rent Day. For periods of less than one calendar month the Lessee shall pay a daily amount based on the Rent for that month.

5.2 The Lessee must pay the Rent by electronic transfer to the Lessor's bank account maintained by an Australian bank in Australia, and the Lessor must notify the Lessee of the particulars of that account.

5.3 The Rent will be paid in full to the Lessor regardless of whether the Lessee profitably operates the Lot as an accommodation business and notwithstanding the amount of income the Lessee may obtain from sub-letting the Lot. The ability of the Lessee to pay the Rent is not dependent upon the pooling of income from the operation of its accommodation business at the Building.

6. OWNERSHIP COSTS

6.1 The Lessor must pay the Ownership Costs.

6.2 If the Lessor does not pay an amount of the Ownership Costs, the Lessee may, but is not required to, pay that amount and deduct the amount from the Rent for the month following the month in which the Lessee pays the amount of Ownership Costs.

6.3 The Lessee may exercise its rights under clause 6.2 without reference to the Lessor.

7. LESSEE'S COSTS

7.1 The Lessee must pay for the following outgoings in relation to the Lot:

- (a) all electricity and gas charges based on consumption;
- (b) water and sewerage rates and charges; and
- (c) water usage and sewerage disposal charges based on consumption.

7.2 The Lessee will make payments under clause 7.1 directly to the authority entitled to receive the payment.

7.3 The Lessor must ensure that notices, invoices and statements for those services referred to in clause 7.1 and which are the responsibility of the Lessee are addressed or provided to the Lessee as soon as practicable after receipt by the Lessor and by no later than 14 days prior to the due date for payment so that the Lessee can comply with clause 7.1. The Lessor indemnifies the Lessee for any penalty or interest imposed or charged because the Lessor has not complied with this clause.

8. USE

8.1 The Lessee may use the Lot only for the Permitted Use.

8.2 The Lessee may without the consent of the Lessor sublet the Lot provided such subletting is in the ordinary course of the Lessee's business, or engage a third party (that may be an Associated Entity of the Lessee) to undertake the letting and work associated with the subletting of the Lot or to act as an agent or manager to operate the accommodation business on the Lessee's behalf.

8.3 The Lessee will be entitled to the income generated from the accommodation business operated by the Lessee or its Associated Entities.

8.4 Other than the Rent, the Lessor will not be entitled to any payment for the Lessee's use of the Lot as part of the accommodation business.

9. CONDITION OF LOT

9.1 The Lessor must ensure that the Lot is kept to the Standard and is in good repair and condition at all times.

9.2 The Lessor is responsible for ensuring that the Lot remains furnished in a style and standard that is consistent with the other rooms within the Building that the Lessee operates for holiday letting.

9.3 The Lessee must keep the Lot clean and must not intentionally or negligently cause or permit any damage to the Lot.

10. REPAIR AND MAINTENANCE

10.1 The Lessee will pay for, and is authorised to effect, minor repairs or maintenance to the Lot and replacements to the FF&E which cost no more than the Maximum Amount.

10.2 The Lessor authorises the Lessee to spend up to \$500.00 on routine repairs and general maintenance and replacements without the Lessor's prior authority and where the repairs or maintenance are carried out by the Lessee, the Lessee may charge a labour charge-out rate of \$60.00 plus GST per hour calculated and charged in 20 minute intervals. These costs will be deducted from the Rent payable by the Lessee.

11. LESSOR'S PROPERTY

11.1 The parties acknowledge that the Lot will be furnished with the FF&E at the commencement of the Lease. The Lessee may install additional furniture, fittings or equipment in the Lot at its cost.

11.2 If the Lessee wishes to alter the Lot it must first obtain the Lessor's consent (which must not be unreasonably withheld or delayed but may impose reasonable conditions on the Lessee).

11.3 The Lessor will comply with any requirements, notices and orders of any Governmental Agency in respect to the Lot.

12. OWNER STAYS

Free night stays

12.1 The Lessor is entitled to 7 night's free accommodation per year in the Lessor's Lot (or another lot of a similar type if the Lessor's Lot is unavailable), including one free departure clean. Any additional cleaning required will be charged in line with the fees disclosed in the "Pullman Magenta Shores Resort Villa Owner Accommodation Policy and Procedure" document provided by the Lessee. Free of charge owner stays are subject to availability at the time of booking and are not available during school holidays or Peak Periods. Free of charge owner nights may not be sold or transferred to third parties. The Lessor will still receive the Rent payment for this period.

Additional stays

- 12.2 In addition to the Lessor's rights under clause 12.1, upon request from the Lessor, the Lessee will for up to 21 nights per year make the Lot or a single suite available for the use of the Lessor for the fees disclosed in the "Pullman Magenta Shores Resort Villa Owner Accommodation Policy and Procedure" document provided by the Lessee, provided that:
- (a) the Lessor's fixed Rent for the month will be reduced pro rata for the number of nights that the Lessor has elected to exercise its rights to stay in the Lessor's Lot in accordance with this clause ("Owner Stays");
 - (b) the Lot is projected to be available for use by the Lessor and has not been booked at the time of booking by a paying member of the public;
 - (c) the use of the Lot by the Lessor will not disrupt the operation of the Lessee's letting business;
 - (d) no more than 7 nights of the 14 nights per year can be used by the Lessor in Peak Periods; and
 - (e) Owner Stays may not be sold or transferred to third parties.

The Lessor can elect by notice in writing to the Lessee that in substitution for a daily clean, the Lessee need only clean the Premises at the end of the Lessor's stay. In that event the Lessee will charge an amount determined by the Lessee for cleaning the Premises at the end of the Lessor's stay and not the charges stated in clause 12.2.

13. QUIET ENJOYMENT

- 13.1 While duly and punctually observing the Lessee's covenants the Lessee may, subject to clause 13.2, peaceably possess and enjoy the Lot without disturbance from the Lessor or any person lawfully claiming through the Lessor.
- 13.2 The Lessor may at any time on giving the Lessee reasonable notice (which must not be less than 7 days) and subject to the Lessee's reasonable directions, enter the Lot for the purpose of:
- (a) inspecting the Lot; and
 - (b) exercising the Lessor's rights under this Lease.

14. INSURANCE

- 14.1 The Lessor must, in connection with the Lot and the Lessor's property in the Lot, effect and maintain:
- (a) building insurance (to the extent that this is not covered by the Owners Corporations insurance);
 - (b) contents insurance (including for the FF&E) in a sum not less than the full insurable value of the Lessor's contents in the Lot and provide a copy of the certificate of currency of insurance to the Lessee; and
 - (c) public liability insurance to an amount of \$20,000,000 for any one occurrence; and
 - (d) insurance for damage by tenants and loss of rent,
- 14.2 The Lessor releases the Lessee from any loss or claim for any liability, cost or expense arising out of any uninsured claim either in full or in part, which was the responsibility of the Lessor or as a result of any failure of an insurer to pay any claim for any insurance which was the responsibility of the Lessor.
- 14.3 The Lessee agrees to effect and maintain a public liability insurance policy which may be effected by an Associated Entity of the Lessee and/or by way of a single policy in relation to all the Lots leased to the Lessee for the Permitted Use.

15. TRANSFER BY LESSEE

- 15.1 Subject to clause 15.2, the Lessee must not assign its interest in this Lease without the prior written consent of the Lessor (which must not be unreasonably withheld or delayed).
- 15.2 The Lessee may assign its interest in this Lease to an Associated Entity or in conjunction of a bona fide sale of its business to a third party provided that:

- (a) the assignee executes and delivers a covenant in favour of the Lessor assuming liability to perform all of the obligations of the Lessee under this lease, and
- (b) the Lessee gives notice in writing to the Lessor of the name and address of the assignee.

15.3 From the day of assignment of this Lease the obligations of the transferor to the Lessor under this Lease terminate except in respect of any breach of the Lessee's covenants existing at the date of the transfer.

16. SALE OF LESSOR'S LOT

16.1 Should the Lessor sell the Lot prior to the Terminating Date:

- (a) vacant possession will not be available to the purchaser until the expiration of this Lease unless agreed upon by the Lessor and the Lessee; and
- (b) the Lessor must obtain from the transferee a deed of covenant in favour of the Lessee covenanting to abide by the terms of this Lease as if the transferee were named the Lessor and provide a copy of the deed to the Lessee on or before the change of ownership; and
- (c) the Lessor must give notice in writing to the Lessee of the name and address of the purchaser.

17. LIQUOR LICENCE

17.1 The parties acknowledge that:

- (a) the Lot constitutes part of the licensed premises of the Liquor Licence procured amongst other things for the purpose of the Lessee or a manager or operator appointed by the Lessee operating a business in the Building.
- (b) in the performance of this Lease, the parties agree that they will not:
 - (1) breach or permit another person to breach any condition to which the Liquor Licence is subject or any provision of the Liquor Act;
 - (2) do anything that may cause the Liquor Licence to be cancelled, its operation suspended, complaint or summons proceedings instituted against the Licence Holder or a party to this lease or any restrictive condition imposed on the Liquor Licence.
- (c) the Licence Holder is obliged to exercise the Liquor Licence in accordance with the Liquor Act and accordingly, to the extent that there is a conflict between any obligation of the Liquor Licence Holder, as Licensee, and a provision of this Lease, the obligation of the Liquor Licence Holder will prevail and the performance of that obligation shall not constitute a breach of this Lease.

17.2 The Lessor agrees to keep the Lessee informed of any correspondence received from a Licensing Authority concerning the Liquor Licence and will assist the Lessee in taking all action as is reasonably necessary or desirable to protect and preserve the Liquor Licence.

17.3 The Lessor consents to the Lessee or its sub-lessee or a manager or operator appointed by the Lessee obtaining and holding a Liquor Licence in respect to selling liquor from and providing for sale, liquor to the Lot and to persons in the Lot, which includes without limitation the sale of liquor from mini bars within the Lot or by room service including delivering it to the Lot and serving it in the Lot.

18. END OF THE LEASE

18.1 At the end of this Lease, the Lessee must:

- (a) vacate the Lot and remove any items of the Lessee's property that the Lessee has installed (unless the Lessor has agreed to them remaining there);
- (b) leave the Lot in a clean condition;
- (c) repair and make good, to the Lessor's satisfaction (acting reasonably), any damage to the Lot caused by the Lessee vacating the Lot and/or removing its property.

- 18.2 Any items not removed by the Lessee under clause 18.1 will be deemed forfeited and become the property of the Lessor. In that event, the Lessor may waive the make good obligations of the Lessee under clause 18.1 and keep and allow the items to remain at the Lot.
- 18.3 On the day the Lessee must vacate the Lot, the Lessee must give the Lessor the keys, access cards and all similar devices for the Building and the Lot held by the Lessee and any other person they have given them to in respect of this Lease.

19. GST

- 19.1 Unless expressly stated, the Rent and the cost of any other supply under or in connection with this Lease do not include GST.
- 19.2 If a party ("supplier") is or will become liable to pay GST in respect of any supply made under this Lease, the cost of the supply will be increased so that after payment of the GST by the supplier, the net amount retained by the supplier is the same as if the supplier was not liable to pay any GST in respect of that supply.
- 19.3 The GST must be paid by the party liable to pay for the supply under this Lease ("payer") to the supplier in the same manner and at the same time as the rest of the cost of the supply.
- 19.4 The supplier must give the payer a tax invoice in accordance with the GST Law.
- 19.5 If the payer is required to reimburse the supplier for an amount paid or payable by the supplier for a supply to the supplier by a third party and the supplier is entitled to claim an input tax credit, the amount required to be reimbursed will be reduced by the amount of the input tax credit.

20. COSTS

Each party shall bear its own costs in respect to the preparation, negotiation and execution of this Lease.

21. CONFIDENTIALITY

The Lessor agrees that the information within this Lease is confidential and will not be shared with any third party.

22. DAMAGE AND DESTRUCTION

If at any time the Lot does not meet the Standard or is unfit to be occupied for a period longer than 7 nights, for any reason, then the Rent is suspended until such time as the Lot is fit for occupation and meets the Standard. This includes defects or deterioration of furniture, fixtures and fittings including damage to the Lot or its contents due to flooding, fire, drainage, plumbing, electrical and ventilation including air conditioning and construction that may or may not be the responsibility of the Owners Corporation. Prior to any suspension of Rent, the Lessee will provide the Lessor with 7 days' notice to rectify.

23. DEFAULT

- 23.1 Subject to any applicable legislation, the Lessor may terminate this Lease if:
- (a) the Rent or other moneys payable under this Lease are outstanding for 14 days after the due date for payment; or
 - (b) the Lessee is in breach of an essential term of this Lease;
- and the Lessor has given written notice to the Lessee to remedy the same and the Lessee has failed to do so within 28 days of receiving the written notice from the Lessor.
- 23.2 Subject to any applicable legislation, the Lessee may terminate this Lease if:
- (c) any moneys payable under this Lease are outstanding for 14 days after the due date for payment; or
 - (d) the Lessor is in breach of an essential term of this Lease;

and the Lessee has given written notice to the Lessor to remedy the same and the Lessor has failed to do so within 28 days of receiving the written notice from the Lessee.

24. NOTICES

- 24.1 Any notice, statement or demand required or permitted under this Lease shall be in writing and may be served in any manner recognised by law or by mail to the address of the relevant party as listed in the Reference Schedule of this Lease.
- 24.2 A copy of any notice served on the Lessee must also be emailed to CGL-GCAU@accor.com for that notice to be valid.
- 24.3 A notice sent by mail shall be sent by registered post and shall be deemed to have been served 7 days after the date of posting.

25. GOVERNING LAW

This Agreement is governed by the laws of New South Wales and the parties submit to the exclusive jurisdiction of the courts of New South Wales.

26. COUNTERPARTS

This Lease may be executed in a number of counterparts and each counterpart when taken together will constitute one document. A party that has executed a counterpart of this Lease may exchange that counterpart by emailing it or faxing it to the other party or their legal representative.

27. CONFIDENTIALITY

- 27.1 The Lessee must not disclose the Rent or the terms of this Lease ("Confidential Information") to any third party other than the Lessee's legal and financial advisors ("Authorised Representatives") provided that the Lessee shall be responsible for ensuring that their Authorised Representatives maintain the confidentiality of the Confidential Information.
- 27.2 The Lessee acknowledges that this clause is an essential term of this Lease and that the Lessor may suffer financial and other loss and damage if the Lessee discloses the Confidential Information in breach of this clause.
- 27.3 The Lessee indemnifies the Lessor against all loss or damage, however caused, incurred or suffered by the Lessor in connection with any breach of this clause or use of the Confidential Information by the Lessee or its Authorised Representatives.

28. SPECIAL CONDITIONS

This Lease is subject to the Lessor allowing the Lessee to conduct a lot inspection before the Commencing Date. The inspection must show that the Lot is at a suitable standard for holiday letting under the Lessee's brand, which is at the Lessee's discretion. Any initial repairs, maintenance or replacements required to bring the Lot up to a suitable standard for holiday letting will be at the expense of the Lessor.

Executed as a deed.

Lessor

Signed sealed and delivered)
by the Lessor in the presence of:)
)

.....

.....
Witness

.....

.....
Name of Witness (print)

OR

)
)

Executed by the **Lessor** in accordance
with section 127 (1) of the Corporations
Act 2001 (Cth) by:

.....
Company Secretary/Director

.....
Director

.....
Name of Company Secretary/Director
(print)

.....
Name of Director (print)

Lessee

Executed by in accordance with)
section 127 (1) of the Corporations Act)
2001 (Cth)

.....
Company Secretary/Director

.....
Director

.....
Name of Company Secretary/Director
(print)

.....
Name of Director (print)

FF&E Schedule