

AT 493734

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LEASE
New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Insert Duties Assessment No. as issued by Revenue NSW Office.

Duties Assessment No. _____

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises
43/SP80101

(B) LODGED BY

Document
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Box

Name, Address or DX, Telephone, and Customer Account Number if any
Kosmin & Associates, S14-16 Royal Arcade, 401-407 New South Head Road,
Double Bay NSW 2028
Tel: 02 9327 2296 dlasky@kosmin.com.au

CODE

L

Email: _____

Reference: DL:51130

(C) LESSOR

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

MEDINA PROPERTY SERVICES PTY LIMITED ACN 062 326 176

(F)

TENANCY:

- (G) 1. TERM** Five (5) years
- 2. COMMENCING DATE** 1 July 2023
- 3. TERMINATING DATE** 30 June 2028
- 4.** With an **OPTION TO RENEW** for a period of set out in N/A
- 5.** With an **OPTION TO PURCHASE** set out in clause N/A of N/A
- 6.** Together with and reserving the **RIGHTS** set out in clause N/A of N/A
- 7.** Incorporates the provisions or additional material set out in **ANNEXURE(S) "A"** hereto.
- 8.** Incorporates the provisions set out in N/A No. N/A
- 9.** The **RENT** is set out in item No. 8 and 9 of Reference Schedule of Annexure "A"

DATE 11/09/2023

(H) I certify that I am an eligible witness and that the lessor signed this dealing in my presence.
[See note** below].

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of witness: *David Lasky*
Name of witness: DAVID LASKY
Address of witness: 401 New South Head Rd
Pebble Bay, NSW

Signature of lessor: *[Signature]*

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Corporation: Medina Property Services Pty Limited
Authority: section 127 of the Corporations Act 2001
Signature of authorised person: *[Signature]*
Name of authorised person: ALEXANDER COLLINSON
Office held: Director

[Signature]
Signature of authorised person:
ANNABELL WEISS
Name of authorised person:
Office held: ~~Director~~ SECRETARY

(I) STATUTORY DECLARATION *

I solemnly and sincerely declare that—

1. The time for the exercise of option to renew in expired lease No. has ended;
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales on _____
in the presence _____ of _____
 Justice of the Peace (J.P. Number: _____) Practising Solicitor
 Other qualified witness [specify]

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using the identification document and the document I relied on was a

Signature of witness: _____ Signature of lessor: _____

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. ** If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

THIS IS ANNEXURE "A" REFERRED TO IN THE LEASE BETWEEN
GREGORY MAVIN PARKER (LESSOR) AND MEDINA PROPERTY
SERVICES PTY LIMITED ACN 062 326 176 (LESSEE)

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REFERENCE SCHEDULE

SCHEDULE 1 – FURNITURE, FITTINGS AND EQUIPMENT (FF&E)

SCHEDULE 2 – RESTAURANT PLAN

ABC
Chw

[Handwritten signature]

THIS LEASE is made on of August 2023

BETWEEN:



of C/- Primary Securities Ltd ACN 089 812 635, 3 Shuffrey St, Fremantle WA 6160 ("Landlord")

AND

MEDINA PROPERTY SERVICES PTY LIMITED ACN 062 326 176

of Level 5, 45 Jones Street, Ultimo, NSW 2007 ("Tenant")

1. LEASE

The Landlord hereby leases to the Tenant the Premises and the Tenant has agreed to take the lease of the Premises for the Term and at the Rent specified in this Lease, and upon the terms and conditions hereinafter appearing.

2. INTERPRETATION

- 2.1 Words importing the singular number shall include the plural, the masculine gender the feminine or neuter gender and vice versa and words importing persons shall include companies;
- 2.2 Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally; and
- 2.3 All references herein to statutes shall include all statutes amending, consolidating or replacing any such statute referred to.

3. DEFINITIONS

In the interpretation of this Lease except to the extent that such interpretations shall be excluded by or be repugnant to the context the following expressions shall bear the meanings attributed thereto:

- 3.1 **Accounting Period** shall mean a period of one calendar month, as shall be used by the Tenant in accounting for the operations of the Premises;
- 3.2 **Agreed Increase** means the amount to be calculated as follows:

$$\text{Agreed Increase} = \frac{\text{CPI Change}}{\text{Fixed Rent or Turnover Rent Threshold for the period from the previous Agreed Increase Date (or the Lease Commencement Date where there has not been a previous Agreed Increase Date) to the relevant Agreed Increase Date}}$$

- 3.3 **Agreed Increase Date** means each 1 July.
- 3.4 Intentionally deleted.
- 3.5 **Affiliate** shall mean with respect to any entity, any natural person or firm, corporation, partnership, association, trust or other entity which, directly or indirectly, controls, is controlled by, or is under common control with, the subject entity; a natural person or entity which has an entity as an Affiliate under the foregoing shall also be deemed to be an Affiliate of such entity. For purposes hereof, the term control shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any such entity, or the power to veto major policy decisions of any such entity, whether through the ownership of voting securities, by contract or otherwise;
- 3.6 **Auditor** shall mean a firm of chartered accountants appointed from time to time by the Tenant approved by the Landlord acting reasonably in accordance with clause 5.1(c);
- 3.7 **Bill Rate** means, on any day, the mid rate (expressed as a percentage yield per annum to maturity) quoted on the Reuters Screen BBSW at or about 10.10am Sydney time on that day (or if that day is not a business day then on the business day which immediately precedes that day) for bank accepted bills of exchange having a tenor of 90-days. If that rate becomes unavailable, then the parties shall by mutual agreement substitute an equivalent interest rate;
- 3.8 **Books and Records** shall have the meaning set forth in clause 12.4;
- 3.9 **Building** means the building located on the Land, together with any modifications extensions or alterations thereto from time to time and together with the fittings and fixtures and other improvements and conveniences amenities and appurtenances thereof from time to time (including without limitation, heating, lighting, air-conditioning equipment and elevators);
- 3.10 **Building Management Committee** means the building management committee formed under the Strata Management Statement;
- 3.11 **Business Day** shall mean any day other than Saturday, Sunday or any day on which trading banks are closed in the State of New South Wales;
- 3.12 **Constitution** has the meaning ascribed to that term in clause 6.1(o)(i);
- 3.13 **Corporations Act** means the *Corporations Act 2001* (Cth).
- 3.14 **CPI** means the Consumer Price Index All Groups for All Capital Cities as published by the Australian Statistician or, if that index is suspended or discontinued the index substituted for it by the Australian Statistician;
- 3.15 **CPI Change** means the difference between the last published CPI immediately prior to the relevant Agreed Increase Date and the CPI published immediately prior to the previous Agreed Increase Date (or the

Lease Commencement Date in the case where the relevant Agreed Increase Date is the first Agreed Increase Date), expressed as a percentage;

- 3.16 **Easements** means the easements benefiting the Serviced Apartment Component as at the date of this lease;
- 3.17 **Engineer** means a Wollongong resident practicing member of the Institute of Engineers Australia appointed by agreement between the parties or, failing agreement, by the National President of that institution, at the request of either party;
- 3.18 **Extended Term** means the term as set out in **Item 4** of the Reference Schedule;
- 3.19 **Fixed Rent** shall mean the amount as set out in **Item 8** of the Reference Schedule paid in accordance with clause 5.1(b) from 1 July 2023;
- 3.20 **Fiscal Year** shall mean the financial year commencing on 1 July of such year and ending on the following 30 June, except that the first Fiscal Year shall be that period commencing on the first day of the term and ending on the following 30 June;
- 3.21 **Force Majeure Event** has the meaning ascribed to that term in clause 14.2(a);
- 3.22 **Full Fiscal Year** shall mean a Fiscal Year containing not less than 365 days;
- 3.23 **Furniture, Fixtures and Equipment or FF&E** shall mean those items referred to in Schedule 1 and any items in replacement of the items specified;
- 3.24 **Government Agency** shall mean any governmental, semi-governmental administration, fiscal or judicial body, department, commission, council, authority, tribunal, agency or entity;
- 3.25 **GST** has the meaning ascribed to that term in clause 5.6;
- 3.26 **GST Act** has the meaning ascribed to that term in clause 5.6;
- 3.27 **Guest** means a guest at the Serviced Apartment Business;
- 3.28 **Independent Public Accountant** shall mean such reputable national firm of certified public accountants having substantial experience in relation to serviced apartments as shall be mutually agreed to by the parties and in the event that one cannot be agreed within 48 hours, either party may request the President of the Institute of Chartered Accountants to appoint an Independent Public Accountant;
- 3.29 **Industrial Special Risk Insurance** means insurance covering physical loss, destruction or damage occurring at the Premises for all usual risks and includes contents, cost of demolition, cost of removal of debris and

architects, consultants and legal fees.

3.30 **Insolvency Event** in relation to a party means the happening of any of the following events in relation to that party:

- (a) an administrator of the party is appointed; or
- (b) is a body corporate and any order is made or resolution passed for its winding up (except for the purpose of reconstruction or amalgamation with the written consent of the other party which consent shall not be unreasonably withheld) or the party gives notice, of its intention to wind itself up; or
- (c) the party states that it is unable to pay its debts as and when they become due and payable; or
- (d) any of the events referred to in Section 459C(2) of the Corporations Act; or
- (e) a receiver or receiver and manager of any of the assets of the party is appointed under any mortgage, charge or debenture; or
- (f) makes an assignment for the benefit of, or enters into any arrangement or composition with, its creditors or is unable to pay its debts within the meaning in the Corporations Act; or
- (g) anything analogous or having a substantially similar effect to any of the above events occurs;

3.31 **Intellectual Property** shall mean:

- (a) proprietary software in use at one or more of the Premises owned, operated, leased or managed by Tenant, or any of its Affiliates and utilised in connection with the operation of such Premises, and all related documentation, manuals and any enhancements, modifications or substitutions therefor;
- (b) trade secrets, know-how and other proprietary information relating to the operating methods, procedures and policies distinctive to such Premises; and
- (c) all service marks, trademarks, trade names, insignias and logos owned and used by Tenant, or its Affiliates in connection with the operation of such Premises or otherwise;

3.32 **Land** means the land described in **Item 1** of the Reference Schedule;

3.33 **Landlord** means and includes the Landlord, its successors and assigns and when not repugnant to the context its servants and agents;

3.34 **Lease Commencement Date** means 1 July 2023.

3.35 **Licensed Premises** means any licensed premises at the Building that are

- the subject of the Liquor Act;
- 3.36 **Liquor Act** means the *Liquor Act 2007* (NSW);
- 3.37 **Intentionally Deleted**;
- 3.38 **MIS Manager** has the meaning ascribed to that term in clause 6.1(n)(i).
- 3.39 **month** means calendar month and the term "monthly" means at intervals of one calendar month;
- 3.40 **Operating Plan** is the plan prepared by the Tenant pursuant to clause 12.2;
- 3.41 **Outgoings** includes the following in relation to the Premises:
- (a) local authority rates;
 - (b) water, drainage and sewerage rates;
 - (c) levies and payments to the Building Management Committee under the Strata Management Statement;
 - (d) land tax (on a single ownership basis); and
 - (e) building insurance (including public liability insurance);
- 3.42 **Premises** has the meaning ascribed to that term in **Item 2** of the Reference Schedule;
- 3.43 **Premises Revenue** means the portion of Rooms Revenue attributable to the Premises based on its unit entitlement relative to the other Serviced Apartment Units;
- 3.44 **Profit Entitlement** is given the meaning provided in schedule 1 to the Constitution or the constitution of any subsequent replacement managed investment scheme. In the event a management investment scheme is not in place as referred to in clause 6.1(n), Profit Entitlement will mean the unit entitlement of the Premises as disclosed in the Strata Plan;
- 3.45 **Property Taxes** shall mean all real and personal property rates and taxes, all betterments and public improvement assessments, and all other taxes or charges of a similar nature, assessed on the Premises or without limit any of its component parts;
- 3.46 **Reference Schedule** means the reference schedule to this Lease;
- 3.47 **Rent** means the rent payable by the Tenant to the Landlord under this Lease which comprises the Fixed Rent and the Turnover Rent;
- 3.48 **Restaurant** means the restaurants on the ground floor of the Strata Plan set out in the Floor Plan in Schedule 2;

- 3.49 **Room Rate** means the takings from accommodation divided by the number of room-nights occupied for the Illawarra tourism region for the total of hotels, motels, guesthouses and serviced apartments as published by the Australian Bureau of Statistics in Publication 8635.0;
- 3.50 **Room Rate Change** means the difference between the last published Room Rate prior to the relevant Agreed Increase Date and the Room Rate published immediately prior to the previous Agreed Increase Date (or the Lease Commencement Date where the relevant Agreed Increase Date is the first Agreed Increase Date), expressed as a percentage;
- 3.51 **Rooms Revenue** means all revenue and income actually paid to and received by the Tenant directly from all rental of the Serviced Apartment Units (including the Premises) properly attributable to the period under consideration determined in accordance with the Uniform System of Accounts, after deduction of any bad debts of revenue previously included as Rooms Revenue, except that the following are not to be included in determining Rooms Revenue:
- (a) applicable excise, sales occupancy and use taxes or similar government taxes, duties, levies or charges collected directly from guests or as a part of the sales price of any goods, services or displays such as GST or gross receipts or equivalent taxes;
 - (b) All other revenue generated by the Serviced Apartment Business and its minor operations departments;
- 3.52 **Serviced Apartment Business** means the business operated at the Serviced Apartment Units in accordance with this Lease;
- 3.53 **Serviced Apartment Component** means lots 1-59, 61-64, 66-67, and 69-73 in strata plan 80101 and lots 74-76 in strata plan 82247; ;
- 3.54 **Serviced Apartment Units** means the apartment units located in the Serviced Apartment Component;
- 3.55 **Shared Facilities** means those shared facilities set out in the Strata Management Statement;
- 3.56 **Signage** means any sign, name, advertisement or notice, erected, painted, displayed, affixed or exhibited upon, to or within the Premises;
- 3.57 **Signage Area** means that part of the roof of the Building identified as "EUB 2" in the by laws for the Strata Plan;
- 3.58 **Sinking Fund** shall mean the amounts set forth for the Sinking Fund Contribution that are deposited in the Sinking Fund Account in accordance with clause 12.5 and comparable deposits from owners of other Serviced Apartment Units;
- 3.59 **Sinking Fund Account** shall mean the bank account, established pursuant to clause 12.5, for the purpose of holding the funds constituting the Sinking Fund;

- 3.60 **Strata Management Statement** means the strata management statement registered with the strata plans 80101 and 82247;
- 3.61 **Strata Plan** means strata plans 80101 and 82247 which are the strata plans of the Serviced Apartment Component prepared in accordance with the *Strata Schemes (Freehold Development) Act 1973 (NSW)*;
- 3.62 **Substantial Repair** has the meaning ascribed to that term in clause 5.7(b);
- 3.63 **Tenant** means and includes the Tenant and the executors, administrators, successors and permitted assigns of the Tenant;
- 3.64 **Tenant's Insurance** means the following insurances:
- (a) insurance for loss or damage to the Tenant's property;
 - (b) workers compensation insurance;
 - (c) insurance in respect of Tenant's loss of profits;
 - (d) public liability insurance for an amount of not less than \$20 million;
 - (e) insurance required by law; and
 - (f) insurance against any other risk against which it is customary to insurance against in the operation of Tenant's other Serviced Apartment Businesses;
- 3.65 **Term** means the term of this Lease as set out in **Item 3** of the Reference Schedule and the Extended Term;
- 3.66 **Turnover Rent** means the amount as set out in **Item 9** of the Reference Schedule, paid in accordance with clause 5.1(b);
- 3.67 **Turnover Rent Threshold** means the amount as set out in **Item 10** of the Reference Schedule;
- 3.68 **Uniform System** shall mean the Uniform System of Accounts (11th Revised Edition, 2014) as adopted by the American Hotel and Motel Association, with such exceptions as may be required by the provisions of this Lease, as such Uniform System shall be modified from time to time;
- 3.69 **Utilities** shall mean all water, gas, electrical, waste disposal and other services used in connection with the Premises; and
- 3.70 **4 Star Standard** shall mean a 4 star standard required by the Star Ratings Australia Classification Scheme for Serviced Apartments applicable at the Lease Commencement Date.

4. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant:

- 4.1 that the Tenant paying the Rent hereby reserved and duly and punctually observing and performing the covenants, obligations and provisions in this Lease on the part of the Tenant to be observed and performed shall and may peaceably possess and enjoy the Premises for the Term hereby granted without any interruption or disturbance by the Landlord or any other person or persons lawfully claiming from or under the Landlord;
- 4.2 that subject to clause 12.5(b), the Tenant may at or prior to the expiration of the Term of the Lease (but must do so if required by the Landlord) take and remove and carry away from the Premises all fixtures, fittings, plant and equipment and other articles upon the Premises in the nature of trade or Tenant's fixtures brought upon the Premises by the Tenant together with all Signage relating to the Services Apartment Business (whether or not such signs form part of the Furniture Fixtures and Equipment (FF&E)) provided the Tenant shall in such removal do no damage to the Premises or shall forthwith make good any damage which the Tenant may occasion thereto and shall remove all rubbish and leave the Premises in a clean state and condition. The Tenant acknowledges that if the Tenant fails or refuses to remove any such fixtures and fittings within a reasonable time and in any case not more than one month after the expiration or termination of this Lease, then such fixtures and fittings shall become the property of the Landlord. In exercising its rights under this clause prior to the expiration of the Lease, except in relation to Signage, the Tenant may not take and remove any of the Furniture Fixtures and Equipment (FF&E) without the Landlord's consent. The Tenant must reimburse the Landlord for any cost the Landlord incurs because the Tenant fails to do something the Tenant is required to do pursuant to this sub clause;
- 4.3 to pay all sums for which the Landlord shall be assessed in respect of Outgoings (subject to clause 5.5) and other rates, levies and taxes, charges, and assessments which are now or may at any time hereafter be assessed, charged or imposed upon or payable in respect of the Premises or on the owner or the occupier in respect thereof;
- 4.4 to pay all Owners Corporation fees, charges and levies assessed to the Premises (subject to clause 5.5);
- 4.5 that the Landlord must ensure that insurances are maintained during the term in accordance with clause 7.2; and
- 4.6 the Landlord acknowledges that the Tenant or any of its Affiliates may at their sole expense, carry insurance coverages separate and distinct from those required under this Lease, including any excess coverage protecting only their separate interests.
- 4.7 (a) Subject to clause 4.7(b), the Landlord acknowledges that the Tenant may set-off moneys payable by the Landlord to the Tenant or by the Landlord to the Sinking Fund Account under this Lease.

- (b) Clause 4.7(a) only applies if an Insolvency Event occurs to the Landlord and:
 - (i) The Tenant has issued a written invoice to Landlord for the amount payable to Tenant and the invoice has not been paid for 60 days, and
 - (ii) If a dispute has arisen with respect to any payment and that matter has been dealt with in accordance with clause 14.1; and
 - (iii) The Tenant has provided a notice advising Landlord of such late payment and that a set-off will be effected if the payment is not made within 14 days, which notice may be sent at any time after an invoice has not been paid for 46 days.

5. PAYMENTS BY TENANT

The Tenant covenants with the Landlord:

5.1 To Pay Rent

- (a) To pay the Rent and all other payments reserved in this Lease and made payable without demand from the Landlord on the days and in the manner as provided by this clause 5.1.
- (b) 1/12 of Fixed Rent to be paid monthly one month in advance, the first of such payments is due on the first day of the month immediately following the Lease Commencement Date. Turnover Rental to be calculated on a Year-to Date basis and paid 15 days following the end of each calendar quarter. In addition, the Tenant will provide an annual audited Certificate of Rooms Revenue and an audited calculation of Rent within 90 days of the end of each Fiscal Year.
- (c) At the end of each Fiscal Year and following receipt by the Landlord of the annual audited certificate of Rooms Revenue (which will be used to determine Premises Revenue based on unit entitlements), an adjustment will be made based on such certificate, if necessary, so that the Landlord receives the proper Rent referable to that Fiscal Year. Within 30 days of receipt by the Landlord of such audit the Tenant must pay to the Landlord any additional underpayment of Rent. Within 30 days of receipt by the Tenant of such audit the Landlord must pay to the Tenant any past overpayment of Rent.
- (d) From and including each Agreed Increase Date the Rent is to be reviewed so that the new Rent is the Rent current immediately before that Agreed Increase Date plus the Agreed Increase.

5.2 Interest on Arrears

If so required by the Landlord, to pay to the Landlord interest at 3% above the Bill Rate on all Rent or other payments reserved in this Lease in arrears for more than five (5) Business Days computed from the due date for

payment to the actual date of payment thereof such interest to become part of the Rent and to be recoverable as such.

5.3 **Costs of this Lease**

In the case of default by the Tenant in performing or observing any of the covenants, terms or conditions on its part to be performed or observed herein contained or implied, the Tenant shall pay to the Landlord all proper and reasonable legal costs, charges and expenses for which the Landlord shall become liable in consequence of or in connection with such default or the enforcement by the Landlord of its rights herein contained. Otherwise, each party must pay its own legal costs and expenses in relation to the grant or renewal of this Lease (except Stamp Duty in the case for this Lease and any renewal which is a cost to the Tenant).

5.4 **To Pay all Service Charges**

To pay all charges for Utilities separately metered and consumed in or on the Premises, all charges in respect of any telephone services connected to the Premises imposed by any public utility or authority for the supply of any service separately supplied to the Premises. The Premises are to be separately metered.

5.5 **Maintenance of Services**

(a) The Tenant shall maintain and repair and subject to any building warranties, enter into and keep in force a contract for the maintenance and repair of any plant and equipment that forms part of the Premises, including:

- (i) elevators;
- (ii) air-conditioning plant and equipment; and
- (iii) sprinklers, fire alarms and all other fire detection and fire control equipment and mechanical ventilation,

which are within the Premises or benefit the Premises, the costs of which contracts shall be the expense of the Owners Corporation.

(b) Where the items referred to in this clause are Shared Facilities under the Strata Management Statement, the Tenant is not required to put in place a maintenance contract and must pay the proportion of the operating costs of and preventative maintenance costs of the item set out in the Strata Management Statement as are attributable to the Premises.

5.6 **Goods and Services Tax**

(a) In this clause:

“**GST**” refers to the goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 (“**GST Act**”) and the terms used

have the meaning as defined in the GST Act.

- (b) It is agreed that Rent and all other amounts agreed to be paid by the Tenant to the Landlord, being the consideration for the supply expressed in this lease, do not include GST.
- (c) In respect of any liability of the Landlord for GST under this lease and the renewal or extension of this lease including for Rent, rates, Outgoings, services or any consideration for any other taxable supply, the Tenant covenants to pay to the Landlord at the same time as any payment is made involving the Landlord in GST liability, the additional amount of GST, together with the payment to which it relates.
- (d) The Tenant's liability under clause 5.6(c) is to pay or reimburse the full amount of GST, disregarding and excluding the Landlord's entitlement to input tax credits or other credits or reimbursements for GST.
- (e) In respect of each payment or reimbursement by the Tenant under clause 5.6(c), the Landlord agrees to deliver to the Tenant, as required under the GST Act, tax invoices in a form which complies with the GST Act, and the regulations, to enable the Tenant to claim input tax credits in respect of the taxable supply.

5.7 Repairs, Maintenance and Capital Improvements

- (a) Without limiting clause 5.7, the Tenant shall from time to time cause to be undertaken such day to day repairs and maintenance necessary to keep the Premises in a good and tenantable condition (excluding structural or capital repairs and changes to the Premises, or replacement of equipment included in the definition of Building).
- (b) The Tenant shall appoint such contractors to undertake any required repairs and maintenance. In the case of acts of maintenance and repair that are the Tenant's responsibility and that are considerable or regarded by the Tenant as complex or substantial ("**Substantial Repair**"), the Tenant shall give written notice to the Landlord of any accident to, or defect or lack of repair in, any service, fixtures, fittings, plant or equipment in the Building or circumstances which, in the opinion of the Tenant, is likely to require Substantial Repair as soon as practicable after becoming aware of the need for Substantial Repair. Upon receiving such notice the Landlord shall:
 - (i) Within twenty-four (24) hours of receipt of such written notice, engage a reputable contractor engaged in the business of maintenance and repair to take such action as the Landlord deems reasonably necessary to effect repairs and maintenance to the Premises.
 - (ii) If within twenty-four (24) hours the Landlord does not respond

according to clause 5.7(b)(i), the Tenant may engage a reputable contractor engaged in the business of maintenance and repair to carry out the Substantial Repair.

- (c) Where the item requiring repair maintenance or replacement under clause 5.7(b) is the responsibility of the Building Management Committee, then the Landlord's obligation is to do everything reasonably necessary to require the Building Management Committee to carry out the necessary work.
- (d) Without limiting clause 5.7,
 - (i) if structural or capital repairs or changes to the Premises, or replacements of any equipment included in the definition of Building are required at any time during the Term of this Lease to maintain the Premises for use as a Serviced Apartment Business or by reason of any laws, ordinances, rules or regulations now or hereafter in force, or by order of any Governmental Agency, then in such event all such repairs, changes or replacements must be made by the Landlord and at the Landlord's sole expense, and shall be made with as little hindrance to the Serviced Apartment Business as possible and with as little inconvenience to the Tenant as possible.
 - (ii) For the purpose of this clause, any item of equipment included in the Premises will be regarded as requiring replacement if, in the opinion of the Engineer, given at the request of either party, it is beyond its useful working life and it is uneconomical for the Tenant to repair and maintain the relevant item due to the likely:
 - (A) cost of repairs and maintenance;
 - (B) frequency of repairs and maintenance;
 - (C) efficiency of the relevant item; and
 - (D) availability of alternative or replacement items.
 - (iii) If the Landlord fails to promptly carry out repairs, maintenance changes or replacements required by this clause 5.7 within a reasonable period of time, the Tenant, on giving written notice that Tenant will do the work if the Landlord has not completed the repairs within 21 Business Days, may carry out the repairs, changes or replacements at the cost of the Landlord provided any costs incurred are done so in good faith. In particular, in the case of an emergency the Tenant may carry out such repairs, changes or replacements without first giving the Landlord an opportunity to do so.

6. TENANT'S OTHER COVENANTS

The Tenant further covenants with the Landlord:

6.1 The Tenant's Obligations

- (a) **Standard of Operation:** The Tenant shall manage and operate the Serviced Apartment Business, subject to the terms and conditions of this Lease consistent with a 4 Star Standard.
- (b) **Consultation with The Landlord:** The Tenant shall not less frequently than on a quarterly basis consult with the Landlord as to its activities on the Premises and shall keep the Landlord informed of the state of operations of the Serviced Apartment Business in respect of the following issues:
 - (i) Sinking Fund expenditure; and
 - (ii) Rooms Revenue estimates.
- (c) **Reasonableness:** Except as otherwise provided in this Lease, each of the Landlord and Tenant agree to act reasonably in incurring costs and expenses which are payable or which must be reimbursed by the other party.
- (d) **Marketing and Advertising:** The Tenant will be responsible for all marketing and sales promotion, which is administered and directed from the central sales and marketing offices of the Tenant. For the purpose of this clause, "Centralised Marketing Services" will involve matters such as but not limited to:
 - (i) all business and sales promotion services;
 - (ii) sales, promotion and marketing staff salaries and remuneration;
 - (iii) preparation of marketing, time and action plans;
 - (iv) advertising, promotion, publicity and public relations;
 - (v) planning for sales promotion and marketing; and
 - (vi) one on one calls and presentations to corporate accounts, travel agencies and relocation companies;
 - (vii) identification and management of corporate tender and consortia contract negotiations;
 - (viii) seasonal package promotions and events aimed at key demographic and niche target markets;
 - (ix) if applicable, newsletters to Medina Landlords Club and corporate accounts and travel agencies;
 - (x) regular direct mailings to leisure markets;
 - (xi) management of key leisure market accounts worldwide;

- (xii) representation at such national and international trade shows and exhibitions as the Tenant deems appropriate; and
 - (xiii) if applicable, production and distribution of all Medina brand promotional material.
- (e) The Tenant will conduct sales promotion, marketing and advertising set out in the Operating Plan which is additional to Centralised Marketing Services for sales promotion, marketing or advertising and which is specifically for the Serviced Apartment Business at the Premises and is not for any one or more other serviced apartment business which operate under the same brand eg Medina.
 - (f) In addition to the marketing services referred to in subclauses (a) to (e), the Tenant may undertake sales promotion, marketing and advertising which is for serviced apartment business operated by the Tenant under the name Medina in the region.
 - (g) The Tenant will participate in all frequent flyer programs approved by Tenant in its discretion.
 - (h) **Insurance:** The Tenant shall obtain and maintain the Tenant's Insurance, as required to operate the Serviced Apartment Business.
 - (i) **Repair and Maintenance:** The Tenant will ensure that the Premises are kept in good working order and a clean and tidy state in accordance with clauses 5.5 and 5.7.
 - (j) **Reception Desk:** The Tenant shall maintain and staff a reception desk for such hours as the Tenant deems necessary.
 - (k) **Permits:** The Tenant shall do all things necessary to keep current and where appropriate renew all permits, authorities, licences and approvals and consents from Government Agencies as may be required for the operation of the Serviced Apartment Business.
 - (l) **Car parking:** The Tenant shall operate and allow use of the car parking areas forming part of the Premises and if applicable charge and collect moneys due for such use.
 - (m) **Strata Management Statement:** The Tenant must comply with the Strata Management Statement and not do anything that would result in the Landlord breaching the Strata Management Statement.
 - (n) **Aggregation:** If there is a managed investment scheme in place that includes the Premises as part of the property of the management investment scheme, the parties acknowledge and agree that:
 - (i) any such arrangement must not derogate from or adversely affect the rights of the Tenant under this Lease and the rights and benefits enjoyed by the Tenant pursuant to this Lease are no materially affected by such an arrangement;

- (ii) until the Tenant receives notice from the manager named under the relevant constitution for the managed investment scheme ("**MIS Manager**"), the Tenant will deal with the MIS Manager as if they were named as Landlord under this Lease;
- (iii) the Tenant's obligations to the Landlord will be discharged to the extent that:
 - (A) the Tenant complies with these obligations in favour of the MIS Manager or as the MIS Manager directs (for example, in relation to payment of Rent);
 - (B) meets with the MIS Manager (instead of the Landlord); or
 - (C) the Tenant provides information or documents required to be provided under this Agreement on an aggregated basis for all Premises comprising the property of the management investment scheme (for example, the Operating Plan);
- (iv) the acts and omissions of the MIS Manager are taken to be the acts and omissions of the Landlord;
- (v) communications from the MIS Manager are binding on the Landlord and if the Tenant receives inconsistent communications from the Landlord and the MIS Manager, the MIS Manager's communications will override those of the Landlord; and
- (vi) communications to the MIS Manager are taken to be communications to the Landlord.
- (o) The Tenant acknowledges that, as at the Lease Commencement Date:
 - (i) the Premises are governed under a managed investment scheme pursuant to the Quantum Strata Scheme No. 14 Constitution dated 23 June 2023 as amended from time to time ("**the Constitution**"); and
 - (ii) that with effect from 5 May 2023, Primary Securities Ltd (AFS licence 224107) has been named as the MIS Manager pursuant to the Constitution.

6.2 Tenant's Right to Assignment

- (a) The Tenant is not to assign, sublet or licence other than in accordance with this Lease.
- (b) The Tenant may not assign or otherwise transfer any of its rights or obligations under this Lease without the prior written consent of the Landlord. The Landlord will not withhold consent to an assignment

unreasonably if the following conditions are satisfied:

- (i) the proposed assignee is a responsible, competent, skilled and financially sound person having experience in operating a chain of hotels and/or serviced apartments and capable of adequately performing and observing the provisions of the Lease; and
- (c) the proposed assignee has executed a deed in favour of Landlord to the effect that such prospective assignee will observe, perform and be bound by all the provisions of this Lease which are then still of effect, the cost of which will be to the Tenant. The Tenant may assign, sublet or licence to any Affiliate subject to complying with clause 6.2.
- (d) Notwithstanding any other provision contained in this Lease, the Landlord acknowledges that in the event of an assignment of the Tenant's interests in the Lease (other than an Affiliate) in accordance with the provisions contained in this Lease, the Tenant is released from all of its obligations contained or implied in this Lease from the date of assignment of the Lease but without prejudice to any rights that the Landlord may have had against the Tenant for any breach of the provisions of this Lease prior to the date of assignment of the Lease.
- (e) If the Tenant is a company that is not listed on the Australian Stock Exchange (nor a wholly owned subsidiary of a company which is listed on the Australian Stock Exchange) and there is a proposed change in shareholding of the Tenant or its holding company so that a different person or group of persons will control the composition of the board of directors or more than 50% of the voting shares, then that proposed change in control is treated as a proposed assignment of this lease and clause 6.2(b) applies.

6.3 Other Negative Covenants by Tenant

The Tenant will not at any time during the term of this Lease commit or knowingly suffer or permit any illegal or unlawful act to be committed or performed or done upon the Premises and shall not enter or use or permit to be entered or used in the Premises or any part thereof otherwise than in accordance with the term of this Lease and the Tenant **WILL NOT** at any time during the continuance of this Lease:

- (a) use, exercise or carry on or knowingly permit or suffer to be used, exercised or carried on in or upon the Premises or any part thereof any noxious, noisome or offensive act, trade, business, occupation or calling;
- (b) do or omit or knowingly permit or suffer to be done or omitted any act, matter or thing whatsoever in, upon or about the Premises or any part thereof which is or shall or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of owners or occupiers of adjoining or adjacent premises or parts of the Building;

- (c) use the Premises otherwise than as in conformity with the purpose specified in item 6 of the Reference Schedule or for the Serviced Apartment Business; and
- (d) except in the case of an emergency when no consent is required, without the previous consent in writing of the Landlord (which shall not be unreasonably withheld) make any alteration or addition or installation of any kind in or to the Premises or any part thereof and shall in the course of such alterations or additions made with the consent of the Landlord observe and comply with requirements of the Landlord and public authorities.

6.4 Suitability of Premises

Except as agreed in writing the Tenant acknowledges and declares that no promise, representation, warranty or undertaking has been given by or on behalf of the Landlord in respect of the suitability of the Premises for any business to be carried on therein or as to the fittings, finish, facilities and amenities of the Premises being suitable for the Tenant's purposes and, subject to the terms and conditions of this Lease, the Tenant holds the Landlord harmless against any damage it may suffer as a result of the unsuitability of the Premises for the carrying on of the Serviced Apartment Business.

6.5 Public Health

The Tenant will in the event of any notifiable infectious illness occurring in the Premises promptly give notice thereof to the Landlord and to the proper public authorities and at the expense of the Tenant will thoroughly fumigate and disinfect the Premises to the satisfaction of the Landlord and such public authorities and otherwise comply with their reasonable and lawful requirements in regard thereto.

6.6 To Give Notice of Defects

The Tenant will give to the Landlord prompt notice in writing of any accident to or any defect or want of repair in any service or fittings in the Premises or any circumstances likely to be or cause any danger, risk or hazard to the Premises or any person therein and the Landlord covenants with the Tenant that it will make good any such damage, defect or want of repair when such action is not the responsibility of the Tenant pursuant to this Lease and that it will do so within a reasonable period after giving of notice by the Tenant as herein provided.

6.7 To Yield Up

The Tenant will at the expiration or sooner determination of this Lease peaceably surrender and yield to the Landlord the whole of the Premises in a state and condition consistent with the Tenant having complied with clauses 4.2, 5.5 and 5.7 (damage by fire, flood, lightning, storm, tempest, act of God, war, damage and reasonable wear and tear and malicious damage only excepted). In the event the Tenant fails to meet its obligations

pursuant to clauses 4.2, 5.5 and 5.7, then the Landlord may make good any damage caused in removing the Tenant's installations and fittings and the costs incurred by the Landlord in doing so shall be deemed to be a debt due by the Tenant to the Landlord.

6.8 To Clean

The Tenant shall cause the Premises (including external surfaces of windows and doors) to be cleaned in a proper and workmanlike manner and to be kept clean and free from dirt and rubbish, and particularly shall store and keep all trade waste and garbage in proper receptacles and arrange for the regular removal thereof from the Premises. Any cost incurred pursuant to this clause is to be considered a Tenant's expense.

6.9 General Maintenance

The Tenant shall keep and maintain clean and in good order, repair and condition all fittings, plant, furnishings and equipment of the Tenant and the Landlord including the Furniture, Fittings and Equipment (**FF&E**) and any gardens and parking areas and surrounds (if any) of the Premises. Any cost incurred pursuant to this clause is to be considered a Tenant's expense.

6.10 To Repair Breakages

To the extent that insurance proceeds are made available for this purpose, the Tenant shall from time to time make good any breakage, defect or damage to the Premises or any facility or appurtenance thereof occasioned by want of care, misuse or abuse on the part of the Tenant or the Tenant's servants, agents, contractors or subcontractors, subtenants or other persons claiming through or under the Tenant or otherwise occasioned by any breach or default of the Tenant hereunder. Any cost incurred by the Tenant in excess of the insurance proceeds if any pursuant to this clause is to be considered a Tenant's expense.

6.11 To Comply with Regulations

The Tenant will comply with all statutes, ordinances, proclamations, orders or regulations present or future affecting or relating to the use of the Premises and with all requirements which may be made or notices or orders which may be given by any governmental, semi-governmental, city, municipal, health, licensing, civic or any other authority having jurisdiction or authority over or in respect of the Premises or the use thereof provided always that the Tenant shall be under no liability in respect of any structural alterations the requirement for which was not caused by the Tenant's business, its use or occupation of the Premises. Any cost incurred pursuant to this clause is to be considered a Tenant's expense.

6.12 To Repair Broken Equipment

Subject to clause 5.5, the Tenant shall immediately repair and replace all broken glass with glass of the same or similar quality and all damaged or broken heating, lighting or electrical equipment including but without limiting

the generality of the foregoing all lamps, bulbs and tubes not in working order and condition and plumbing installed upon, in or about the Premises except plumbing defects attributable to structural or latent defects in the Premises unless such defects are occasioned by the act neglect or default of the Tenant or by its use or occupancy of the Premises. Any cost incurred pursuant to this clause is to be considered a Tenant's expense.

6.13 To Remove Signs

Upon vacating the Premises or immediately prior thereto, the Tenant shall at its own expense remove any Signage whether or not the Signage is part of the Furniture, Fittings and Equipment (FF&E), and make good any damage or disfigurement caused by removal thereof. The Landlord acknowledges that clause 12.5(b) does not apply to Signage.

6.14 To Keep Free of Rodents

The Tenant shall take all reasonable precautions to keep the Premises free of rodents, vermin, insects, pests, birds and animals and if the Tenant deems it necessary to do so, shall employ from time to time or periodically, pest exterminators, the cost of which shall be considered to be a Tenant's expense.

6.15 Landlord to have Access

The Tenant shall permit the Landlord its architects, contractors workmen and agents on 24 hours written notice to enter and carry out repairs, renovations, maintenance or alterations to the Premises or to any part thereof or to the Common Area (if any) connected therewith or any part thereof in compliance with the Landlord's obligations under the provisions of this Lease or otherwise deemed reasonably necessary or desirable by the Landlord (including to show the serviced apartment prospective purchaser) **PROVIDED** always that the exercise of any such power is scheduled so as not to affect the Serviced Apartment Business and the Landlord must not require access to any part of the Premises occupied by a guest.

6.16 Plumbing

The Tenant shall not interfere with in any way whatsoever and shall not use or permit or suffer to be used the lavatories, sinks and drainage and other plumbing facilities in the Premises for any purposes other than those for which they were constructed or provided and shall not deposit or permit to be deposited therein any tea leaves, sweepings, rubbish, sanitary products or other matter and any damage thereto caused by misuse shall be made good by the Tenant forthwith, the cost of which shall be considered an Tenant's expense. The Tenant shall ensure that all repairs effected on the said facilities pursuant to this paragraph shall be carried out by licensed tradesmen.

6.17 Signs and Notices

- (a) Subject to obtaining all necessary approvals from Government Agencies, the Tenant may install a sign that advertises the Tenant's business in the Signage Area.
- (b) The Tenant may place or maintain in or about the Premises, any sign, awning or canopy or advertising matter, hoarding or other thing of any kind that is consistent with the Tenant's corporate signage for similar premises subject to obtaining the written approval of any relevant Government Agency first and upon such approvals being given, the Tenant must maintain any such sign, awning, canopy, decoration, lettering, advertising matter, hoarding or other thing in good condition and repair at all times subject to the removal thereof by the Tenant at the expiration of the term hereby created and the rectification and reinstatement of the Premises to their former condition prior to the installation of the same. The Landlord agrees to provide any consent or approval required by the Tenant to enable the Tenant to apply for any required approval from a Governmental Agency.

6.18 Heavy Machinery

The Tenant shall not during the Term bring upon the Premises any heavy machinery or other plant equipment or stock unless reasonably necessary or proper for the conduct of the Tenant's use of the Premises herein provided and in no event shall any such machinery plant equipment or stock be of such nature weight or size as to cause or in the reasonable opinion of the Landlord be likely to cause any structural or other damage to the floors or walls or any other part or parts of the Premises or the Building of which the Premises form part.

6.19 Naming rights and signs

- (a) The Landlord grants to the Tenant during the Term and any extension of it the exclusive naming right to name the Premises and acknowledges the Tenant's exclusive naming right on the sign in the Signage Area.
- (b) The Tenant may change the name for the Premises to a different name so long as the name is associated with the Serviced Apartment Business.
- (c) The Tenant must:
 - (i) comply with all laws relating to the erection of any Signage displaying the Premises name under this clause;
 - (ii) extend the public risk insurance required to be effected and maintained under clause 7.3 to cover risks associated with any Signage erected under this clause; and
 - (iii) at all times during the Term maintain all Signage and related

fixtures and fittings in a good state of repair, appearance and condition.

6.20 **Tenant's obligations on Termination**

Subject to termination of this Lease, the Tenant at the Tenant's cost must:

- (a) remove all Signage and related fixtures or fittings of whatever kind situated on or in the Building installed by the Tenant; and
- (b) promptly make good to the reasonable satisfaction of the Landlord any damage caused by or in the course of that removal.

7. **INSURANCES NOTE:**

7.1 In respect of any policy of insurance to be effected by the Tenant or the Landlord or Building Management Committee as the case may be hereunder if required by a party, the Tenant or Landlord must promptly produce to the other party the certificate of currency for the insurance policies required to be maintained under this Lease together with evidence of payment of the current premium. Where it is a Building Management Committee Policy, the Landlord must provide evidence of such insurance policies to the Tenant upon request.

7.2 The Landlord must ensure that insurances are maintained during the term in respect of:

- (a) liability for loss, injury or damage to any person or property whatsoever caused by or arising out of any act of or omission by any of the Landlord and the officers, employees or agents or any of the Landlord in the sum of twenty million dollars (\$20,000,000) or such greater amount as may be reasonable from time to time in order to effect a sufficient and proper cover, in respect of any single accident or event. The insurance policy must name the Landlord and note the interest of the Tenant in the Premises. The public liability will be considered a Landlord's expense.
- (b) the whole of the Building of which the Premises forms part during the said term for the full replacement value in the form required under the Strata Schemes Management Act 1986;
- (c) if at any time the insurance referred to in clause 7.2(b) is not in place, an Industrial Special Risks Insurance Policy for the Premises;
- (d) against damage to Furniture, Fixtures and Equipment (FF&E) for the full insurable value thereof in respect of the use or misuse of the fire sprinkler system installed in the Premises or the incursion of water into the Premises; and
- (e) loss of rent insurance for a period of 2 years.

7.3 The Tenant must ensure that insurances are maintained during the term in

respect of public liability for a sum of not less than \$20,000,000.00 or such greater amount as may be reasonable from time to time in order to effect a sufficient and proper cover, in respect of any single accident or event and damage to the Tenants fixtures that are on the Premises and worker's compensation insurance against any liability which may arise at common law or by virtue of any legislation in connection with the operation of the Serviced Apartment Business, the cost of which to be the responsibility of the Tenant.

7.4 All insurance shall be in such form and with such companies as shall be reasonably satisfactory to Tenant and the Landlord.

8. INDEMNIFICATION OF LANDLORD

The Tenant covenants and agrees with the Landlord that it will and does indemnify the Landlord from and against all actions, claims, demands, losses, damages, costs and expenses for which the Landlord shall or may be or become liable in respect of or arising from:

- (a) the negligent use, misuse, waste or abuse by the Tenant or any servants, agents, subtenant of or any person claiming through or under the Tenant of the water, gas, electricity, oil, lighting and other services and facilities of the Premises;
- (b) overflow or leakage of water (including rain water) in or from the Premises but having originated within the Premises to the extent caused or contributed to by any act or omission on the part of the Tenant, its servants, agents, subtenants or other persons as aforesaid;
- (c) loss, damage or injury from any cause whatsoever to property or person to the extent caused or contributed to by the act, negligence or default of the Premises by the Tenant or any servant, agent, subtenant or other person as aforesaid;
- (d) loss, damage or injury from any cause whatsoever to property or person within or without the Premises to the extent occasioned or contributed to by any neglect, breach or default of the Tenant under this Lease;
- (e) actions commenced by or against the Tenant to which the Landlord shall without any fault on its part be made a party; and
- (f) the failure of the Tenant to notify the Landlord of any defect in any of the Landlord's fittings including air conditioning equipment or appurtenances in the Premises.

9. DEFAULT OF TENANT

9.1 If:

- (a) the Rent or any other monies payable by the Tenant hereby reserved or any part thereof shall be unpaid for a period of fourteen days after

any of the days on which the same should have been paid in accordance with the covenants for payment herein contained (provided that a formal or legal demand shall have been made therefore requiring payment not earlier than seven days after the date on which the demand is given); or

- (b) the Tenant commits, permits or suffer to occur any breach or default in the due and punctual observance and performance of any of the covenants, obligations and provisions of this Lease or any rules made hereunder which is not rectified within a reasonable time (having regard to the nature of the default) following written notice from the Landlord,

THEN and in any one or more of such events subject to the Landlord giving at least 14 days' written notice of its intention to do so, the Landlord at any time thereafter shall have the right to terminate this Lease and re- enter into and upon the Premises or any part thereof in the name of the whole and to have again, repossess and enjoy the same as of its former estate anything herein contained to the contrary notwithstanding but without prejudice to any action or other remedy which the Landlord has or might or otherwise could have for arrears of rent or breach of covenant or for damages as a result of any such event and thereupon the Landlord shall be freed and discharged from any action, suit, claim or demand by or obligation to the Tenant under or by virtue of this Lease.

- 9.2 The Landlord may but shall not be obliged to remedy at any time any default by the Tenant under this Lease and whenever the Landlord so elects all costs and expenses incurred by the Landlord including legal costs and expenses in remedying a default shall be paid by the Tenant to the Landlord on demand.
- 9.3 The Landlord may upon re-entry as aforesaid remove from the Premises any stock-in-trade and other fittings and fixtures of the Tenant and store the same in a public warehouse or elsewhere at the cost of and for the account of the Tenant without being deemed guilty of conversion or becoming liable for any loss or damage occasioned thereby.
- 9.4 No waiver by the Landlord of any breach or non-observance by the Tenant of any of the covenants, conditions or agreements herein contained and on its part to be performed or to be observed shall be construed as a general waiver and such waiver shall relate only to the particular breach or non-observance in respect of which it was made.
- 9.5 Each of the covenants hereinafter specified are essential terms of this Lease, namely the covenants contained in clauses 5.1, 5.4, 5.5, 5.7, 6.2 and 7.3. The Tenant hereby covenants to compensate the Landlord in respect of any breach of any such essential term and hereby acknowledges that the Landlord is (in addition to any other remedy available to the Landlord including termination of this Lease) entitled to recover damages from the Tenant in respect of any such breach. If the Tenant's conduct (whether acts or omissions) shall constitute a repudiation of this Lease then the Tenant hereby covenants to compensate the Landlord for the loss or damage suffered by reason of such repudiation or reach and the Landlord shall

be entitled to recover damages from the Tenant in respect of repudiation or breach for the damage suffered by the Landlord during the entire term of the Lease. The Landlord's entitlement to recover damages shall not be affected or limited if the Tenant shall abandon or vacate the Premises or if the Landlord shall elect to re-enter or terminate this Lease or if the Landlord shall accept the Tenant's repudiation or if the conduct of the Tenant or the Landlord shall constitute a surrender by operation of law. The Landlord shall be entitled to institute legal proceedings claiming damages against the Tenant in respect of the entire term of this Lease including the periods before and after the Tenant has vacated the Premises and before and after the abandonment termination repudiation acceptance of repudiation or surrender by operation of law hereinbefore referred to whether the proceedings are instituted either before or after that conduct. The Landlord's conduct taken in pursuance of the duty to mitigate damages shall not by itself constitute acceptance of the Tenant's breach or repudiation or surrender by operation of law. The amount of damages to which the Landlord shall be entitled for the purposes of this clause shall be the amount (if any) by which the rent hereby reserved between the date of determination and the date of expiry by effluxion of time of the said term exceeds the Rent received or likely to be received from any other tenant to whom the Premises are or may be re-let during that period.

10. NOTICE OF DEFAULT

The Landlord may immediately notify the Tenant in writing of any breach by the Tenant of the obligations or covenants under this Lease. Any notice required to be given by the Landlord to the Tenant in the case of a breach of the covenants or conditions herein shall provide a reasonable period for rectification of the breach being a period of not less than fourteen days within which the Tenant is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Landlord in respect thereof.

11. DAMAGE AND DESTRUCTION AND ABATEMENT OF RENT

11.1 If the Premises or Building or any part thereof shall during the said term be wholly or partially destroyed so as to render the same unfit for use and occupation and the same shall not have been caused by some defect or default on the part of the Tenant or the policy or policies of insurance effected by the Landlord shall not have been vitiated or payment refused in consequence of some act, default or neglect of the Tenant, or if the Premises or Building (or any part thereof) shall be resumed, or taken for any public purpose by any competent authority, then the Rent hereby reserved or a fair and reasonable portion thereof according to the nature and extent of such destruction, resumption or damage done to the Premises or to the interference with the use of the same by the Tenant shall until the Premises or Building has been repaired and reinstated be suspended and cease to be payable and any dispute as to the proportion or period of such abatement shall be determined in accordance with the dispute resolution clause 14.1 and such abatement shall be in full satisfaction of all claims (if any) for damages by the Tenant against the Landlord.

11.2 If the Premises or Building is destroyed or damaged so that the Tenant's use of the Premises is substantially adversely affected and the Building will

not be rebuilt due to events beyond the Landlord's control, the Landlord is under no obligation to restore or reinstate the Premises or to ensure that the Building Management Committee does so and either party may terminate this lease by notice in writing to the other.

- 11.3 If clause 11.2 applies, then any insurance proceeds received by the Landlord must be fairly and equitably apportioned between the Landlord and the Tenant, having regard to the ownership interest lost by the Landlord and the lease interest lost by the Tenant.
- 11.4 Any dispute which arises between the parties in relation to the calculations required under this clause 11.3 must be referred for determination to an accountant who must be a member of the Australian Institute of Chartered Accountants and appointed by the President or other senior officer of the Australian Institute of Chartered Accountants. The accountant appointed acts as an expert in determining any dispute and that accountant's decision is final and binding between the parties. The Cost of the accountant must be borne equally by the Landlord and the Tenant.

12. OPERATION OF THE PREMISES

12.1 No Joint Venture

Nothing in this Lease shall constitute or be construed to be or to create a partnership or joint venture between Landlord and Tenant and to avoid doubt, the Landlord acknowledges that it has no interest in the Serviced Apartment Business.

12.2 Operating Plan

- (a) **Operating Plan:** Not later than forty-five (45) days prior to the commencement of each Fiscal Year (or in the case of the first Fiscal year prior to the date of this Lease), the Tenant shall submit to the Landlord a detailed annual rooms revenue budget for the operation of the Serviced Apartment Business in the form generally used by the Tenant from time to time in accordance with the Tenant's policy together with the assumptions on the basis of which such budget and schedules were prepared in narrative form. The Operating Plan shall include:
- (i) an estimate of Rooms Revenue;
 - (ii) marketing plans and proposals for the Serviced Apartment Units; proposed capital expenditure and expenditure from the Sinking Fund;
 - (iii) estimated occupancy for the Serviced Apartment Units;
 - (iv) estimated room rate for the Serviced Apartment Units;
 - (v) other estimates and projections which are appropriate for a rooms revenue budget.

- (b) The Tenant shall be under no obligation to disclose items of expenditure or income that do not form part of the Sinking Fund or Rooms Revenue or Rent or are expenses which are to be partly borne by the Landlord and partly borne by the Tenant.
- (c) The Tenant will review the Operating Plan with the Landlord, and subject to the Landlord's written approval, which approval shall not be unreasonably withheld or delayed for more than 15 Business Days, the Tenant shall implement the same for the forthcoming Fiscal Year (during which period the same shall be referred to as the Approved Operating Plan).
- (d) **Failure to approve Operating Plan:** If within the first 10 Business Days of the 15 Business Day period referred to in clause 12.2(c), there is no response received by the Tenant from the Landlord's office, the Landlord's office will receive a simple notification from the Tenant stating that if within 5 Business Days an answer to whether the Operating Plan is accepted or rejected is not provided in writing, then it is deemed to be accepted. In the event the Landlord disapproves the Operating Plan, or any component thereof, the Landlord shall provide the Tenant with written notice thereof within such 15 Business Days of receipt of the proposed Operating Plan and will specify in reasonable detail those items of the Operating Plan which the Landlord disapproves and the reasons for such disapproval. If the initial proposed Operating Budget, contains disputed budget items(s), the Landlord and the Tenant agree to cooperate with each other in good faith in an attempt to resolve the disputed or objectionable proposed item(s) within a period of 15 Business Days after the date on which the Landlord provides written notice of its objection to the Tenant. If, after this 15 Business Day period agreement has not been reached, either party shall be entitled to submit the dispute to the Independent Public Accountant for determination acting as an expert and not as an arbitrator. The parties agree to be bound by the decision of the Independent Public Accountant.
- (e) If the Landlord and the Tenant are unable to resolve the disputed or objectionable item(s) prior to the commencement of the applicable Fiscal Year, the proposed Operating Budget shall be adopted until a determination by the Independent Public Accountant and the Operating Budget is confirmed or amended. In respect of those line items which are in dispute, the Landlord must submit the dispute to the Independent Public Accountant for determination acting as an expert and not as an arbitrator. The parties agree to be bound by the decision of the Independent Public Accountant. The Approved Operating Plan must be adjusted as determined by the Independent Public Accountant.
- (f) Although the Operating Plan will represent the Tenant's reasonable estimates relating to the matters contained therein, it will contain estimates only and the Tenant makes no representations,

assurances or guarantees that the actual performance of the Premises shall correspond to such estimates.

- (g) **Meetings:** The Landlord and the Tenant, on a quarterly basis during the Fiscal Year in which the Approved Operating Plan is applicable, will meet to review the operating performance of the Premises as compared to the Approved Operating Plan. The Tenant will be entitled to call monthly meetings in addition to the quarterly meetings to discuss the Operating Plan.
- (h) **Forecasts:** The Tenant may revise the forecast of the Approved Operating Plan every six months as necessary, to reflect any unpredicted significant changes, variables or events or to include significant additional or unanticipated reductions in Rooms Revenue.

12.3 Agreements

- (a) The Tenant may enter into, terminate, amend and modify leases, subleases, licences, occupation agreements, concessions or other arrangements with respect to guestroom and non-guestroom space at the Premises.
- (b) Without limiting clauses 5.5 or 6.1, the Tenant may enter into, terminate, amend and modify contracts for the furnishing of utilities, maintenance, supplies, consumables and other services required for the proper operation of the Serviced Apartment Business.

12.4 Books and Records, Financial Statements, Bank Accounts

- (a) **Books and Records:** Tenant shall, for the account of Landlord, keep full and adequate books of accounts and other records reflecting the results of operation of the Premises on an accrual basis, all in accordance with the Uniform System and in accordance with any applicable laws and regulations; provided however, that Tenant may make such modifications in the Books and Records as are consistent with the Tenant's standard practice in accounting for its operations on the basis that the intent and operation of the Lease is not varied. Except for those of the Books and Records which may be kept in the Tenant's home office or other suitable location pursuant to the adoption of a central billing or accounting system, the Books and Records relating to Rooms Revenue shall be kept at the Premises.
- (b) **Financial Statements:** Tenant shall deliver to Landlord at or prior to the end of each Accounting Period, a Rooms Revenue statement and Sinking Fund statement showing the results of the operation of the Serviced Apartment Business at the Building for the immediately preceding Accounting Period and for the Fiscal Year to date. Such statement:
 - (i) shall be in the form customarily prepared by Tenant for other serviced apartment businesses managed by them;
 - (ii) shall be taken from the Books and Records; and

- (iii) shall follow the general form set forth in the Uniform System.
- (c) Tenant shall instruct the Auditor to deliver to Landlord a certified Rooms Revenue statement within ninety (90) days after the end of each Fiscal Year, and a certified Sinking Fund statement, for such Fiscal Year within one hundred and twenty (120) days after the end of each Fiscal Year, showing the results of operations of the Serviced Apartment Business during such Fiscal Year. Landlord shall be deemed to have waived any objections to the certified statements not specified to Tenant in writing within forty-five (45) days of receipt thereof.

12.5 Sinking Fund

- (a) **Funding of Sinking Fund:** During each Fiscal Year (monthly and proportionately for any fraction thereof) both the Tenant and the Landlord shall each deposit two percent (2%) of actual Premises Revenue for each Fiscal Year. The amounts shall be deposited in the Sinking Fund Account and shall be recorded on the Books and Records as the Sinking Fund for replacements, substitutions and additions to Furniture, Fixtures and Equipment. Interest on such account shall be credited to the Sinking Fund, but shall not reduce the required contributions thereto under this Lease.
- (b) **Use and Dispersal of Fund:** The Sinking Fund shall be used and disbursed only in accordance with the Approved Operating Plan. Any expenditure from the Sinking Fund in excess of that provided in the Approved Operating Plan shall only be made with the agreement of the Tenant and the Landlord except for the urgent and immediate protection of property or the prevention of injury to or safety of individuals as contemplated in clause 5.7(d)(iii). Proceeds from the sale of Furniture, Fixtures and Equipment (with the exception of any Signage bearing the Medina name or logo), no longer needed for the operation of the Premises, shall be credited to the Sinking Fund. All amounts remaining in the Sinking Fund at the close of each Fiscal Year shall be carried forward and retained until fully used as herein provided.
- (c) **Bank Accounts:** All funds set aside for the Sinking Fund shall be deposited in the Sinking Fund Account, in a bank selected by Tenant. Such funds shall not be mingled with Tenant's or Landlord's other funds. The Sinking Fund Account shall be opened in the joint names of the Tenant and the Landlord but maintained at all times solely by Tenant. Cheques or other documents of withdrawal shall be signed only by approved representatives of the Tenant. Upon the expiration or termination of this Lease, all remaining amounts in such accounts shall be promptly transferred equally to the Tenant and the Landlord.

13. TERMINATION

13.1 Use of Tenant Name

Upon the termination of this Lease, neither Landlord nor any other Landlord or Tenant of the Premises shall have the right to use the word Medina Executive Apartments, Adina, Medina or other Intellectual Property, the Tenant shall, at its own expense within five (5) Business Days of the effective date of any termination or expiration of this Lease, remove from the Premises any signs or other indicia of any connection with the Medina Apartments system. In the event the Tenant fails to remove such signs and other indicia within such five (5) Business Day period, the Landlord shall have the right to enter upon the Premises and at the Tenant's expense to remove, or cause to be removed such signs and indicia.

13.2 Assignment of Service Contracts

If requested to do so by the Landlord, on termination of this Lease the Tenant must assign to the Landlord the Tenant's interest in any contracts effected in accordance with clause 5.5 or other service contracts which relate solely to the Premises but not to the Serviced Apartment Business.

14. MISCELLANEOUS

14.1 Dispute Resolution

- (a) If the parties are unable to resolve any dispute arising out of or in connection with this Lease (excluding a dispute which, pursuant to the terms of this Lease, is to be referred to the Independent Public Accountant) then either of the parties may refer the matter in dispute to a meeting to be attended by representatives of each of Tenant and the Landlord within 21 days of the date of any such reference.
- (b) If the matter in dispute is not resolved under paragraph (a) within the 21 day period and the parties are still unable to agree, the parties must in good faith attempt to resolve the dispute by mediation with a mediator appointed at the request of either of them by the President of the Law Society of New South Wales. If the dispute is not resolved within 14 days after a mediator is appointed, then the dispute must be dealt with in accordance with this clause 14.1.
- (c) The party which claims that such a dispute exists must give notice in writing to the other party of the nature of the dispute (the Dispute Notice).
- (d) If the dispute is not resolved within 21 days (or such further period as the parties may agree is appropriate) from the date of receipt of the Dispute Notice by the other party, the parties must within a further 21 days attempt to agree on a process for resolving the whole or part of the dispute through means other than litigation or arbitration, such as further negotiations, mediation, conciliation or independent expert determination and the timetable and procedure for the conduct of the

chosen dispute resolution process.

- (e) If the parties are unable to agree on a process for resolving the dispute or on the timetable and procedure for the conduct of the chosen dispute resolution process, within the 21 day period referred to in clause 14.1(d) or if the chosen dispute resolution process does not resolve the dispute, either party may, if it has complied with the foregoing provisions of this clause 14.1, commence court proceedings.
- (f) The parties must, during the period of the chosen dispute resolution process under clause 14.1(d), continue to perform this Lease as if the dispute had not arisen.
- (g) This clause:
 - (i) does not prevent either party from applying to a court at any time for urgent relief with respect to any matter arising out of or in connection with this Lease; and
 - (ii) does not apply to any dispute which, pursuant to the terms of this Lease, is to be determined by the Independent Public Accountant.

14.2 Events of Force Majeure; Emergencies

- (a) If at any time during the term of this Lease it becomes necessary, in the Tenant's reasonable opinion, to cease conducting the Serviced Apartment Business at the Premises in order to protect the Premises and/or the health, safety and welfare of the guests and/or employees of the Serviced Apartment Business for reasons beyond the reasonable control of the Tenant, such as, but not limited to, acts of war, terrorism, insurrection, civil strife and commotion, labour unrest, governmental regulations and orders, shortage or lack of adequate supplies from suppliers or lack of skilled or unskilled employees, contagious illness, catastrophic events or acts of God ("**Force Majeure Event**"), then in any such Force Majeure Event the Tenant may close and cease operation of all or any part of the Premises, reopening and commencing operation when Tenant deems, acting reasonably, that such may be done without jeopardy to the Premises, its guests and employees.
- (b) The Tenant and the Landlord agree, except as otherwise provided herein, that the time within which a party is required to perform an obligation and the term shall be extended for a period of time equivalent to the period of delay caused by an event of Force Majeure and the Landlord and the Tenant agree that the Tenant is not required to pay any Rent for the period the Tenant has ceased operation of the Serviced Apartment Business caused by the Force Majeure Event.
- (c) If an emergency condition should exist which requires that immediate

repairs be made for the preservation and protection of the Premises, its guests or employees, or to assure the continued operation of the Serviced Apartment Business, and the Landlord is not immediately able to carry out such immediate repairs, then the Tenant is authorised to take all actions and to make all expenditures necessary to repair and correct such condition, regardless whether provisions have been made in the applicable budget for such emergency expenditures. Where such expenditures made by Tenant in connection with an emergency are a Landlords cost they shall be repaid immediately by Landlord to Tenant on Demand. The Tenant and the Landlord may agree to meet the cost from the Sinking Fund Account.

14.3 Consents

Except as herein otherwise provided, whenever in this Lease the consent or approval of Tenant or Landlord is required, Landlord and Tenant each agree to act reasonably, and in good faith and without undue delay with respect to requests for such consent or approval. Such consent or approval shall be in writing only and shall be duly executed by an authorised officer or agent of the party granting such consent or approval.

14.4 Confidentiality

Each party will not, during the currency of the Lease or after termination of expiration thereof, make public or divulge to any person, company or other legal entity any Confidential Information or any other information concerning the Premises or the business affairs of the other party (unless required by law). Confidential Information means all trade secrets and all financial marketing and technical information, ideas, concepts, know-how, technology, processes and knowledge which is confidential or of a sensitive nature but excludes that which is in the public domain.

15. NOT USED

16. HOLDING OVER

The Tenant may remain in possession of the Premises after the end of the Term if the Landlord does not give at least 3 months written notice of the Landlord's intention to terminate this Lease:

16.1 the Tenant, without any need for written notice of any kind, is a 3 monthly tenant on the conditions in this Lease, modified so as to apply to a monthly tenancy;

16.2 either party may end the tenancy by giving three month's written notice to the other at any time.

17. LIQUOR LICENCE

17.1 Licence

(a) The Tenant may at its discretion apply, nominate or permit other

persons to obtain, or to take transfer of a licence under the *Liquor Act 2007* (NSW) in relation to the Serviced Apartment Business being a licence solely used for function rooms and mini bar operations for the Premises.

- (b) If requested by the Landlord to do so, the Tenant must provide the Landlord with a copy of that licence under the *Liquor Act 2007* (NSW) held in connection with the operation of the Licensed Premises.

17.2 The Tenant

The Tenant must:

- (a) pay and discharge all licence fees, excess licence fees, moneys payable in respect of or to obtain the licences or renewal or transfer of licences or contributions to the licensing compensation fund (if any) in relation to the mini bar licence. For the avoidance of doubt, these expenses are part of the Tenant's expenses;
- (b) carry out in a proper and orderly manner any activity conducted by it on the Licensed Premises for which a licence under the *Liquor Act* is or should be held; and
- (c) comply with its obligations under:
 - (i) all laws; and
 - (ii) the requirements and orders of authorities,in respect of the Licensed Premises;

18. NOTICES

Any notice required to be served under this Lease shall be in writing and shall be sufficiently served on the Tenant if served personally or if delivered or left addressed to the Tenant at the registered office of the Tenant and shall be sufficiently served on the Landlord if addressed to the Landlord and left at or sent to its registered office for the time being or last known place of business and a notice sent by post shall be deemed to have been served within forty-eight hours after posting thereof.

19. SEVERANCE OF INVALID PROVISIONS

The several covenants and conditions and each and every part thereof contained in this Lease shall be so construed as not to infringe the provisions of any Act whether state or federal but if any such covenant or condition on its true interpretation does infringe any such provision that covenant or condition shall be read down to such extent as may be necessary to ensure that it does not so infringe and as may be reasonable in all circumstances so as to give it a valid operation of a partial character and in the event that the infringing covenant or condition cannot be so read down it shall be deemed to be void and severable.

20. OVERRIDING PROVISION

This document embodies the entire understanding and the whole agreement between the parties hereto relative to the subject matter hereof and all previous negotiations, representations, warranties, arrangements and statements (if any) whether expressed or implied with reference to the subject matter hereof or the intentions of either of the parties hereto are merged herein and otherwise are hereby excluded and cancelled.

21. TRANSFER OF INTEREST IN THE PREMISES BY THE LANDLORD

The Landlord agrees that the Landlord must not transfer or otherwise deal with, whether by mortgage, charge or otherwise, the Landlord's interest in the Premises unless the Landlord:

21.1 in the case of a transfer of the Premises, procures that the transferee executes and delivers to the Tenant on or prior to the date of transfer, an executed deed of covenant in a form reasonably acceptable to the Tenant, in favour of the Tenant, whereby the transferee agrees to be bound by all of the Landlord's covenants, obligations and warranties contained in this Lease whether of a personal nature or touching and concerning the Premises;

21.2 in the case of a mortgage, charge or other encumbrance over the land, procures, on or prior to the date that the dealing becomes effective, that the person acquiring the interest in the land consents to the Lease.

22. RESTAURANT

22.1 The Landlord agrees to use reasonable endeavors to facilitate discussions between the Tenant, the Owners Corporation of Strata Plan 80101 and 82247 and any operator of the Restaurant regarding arranging a charge back process so guests of the Services Apartment Business are able to charge food and/or beverages from the Restaurant directly to their room.

22.2 The Landlord acknowledges that, if the Restaurant is not leased at any time, the Tenant must have unrestricted access to and use of the Restaurant kitchen and all crockery, cutlery and equipment necessary in order to provide meals to guests, at no extra cost to the Tenant.

23. RESTRICTION ON TENANT.

The Tenant must not enter into agreements or arrangements with owners (or occupiers) of apartments in the Residential Component which allows the Tenant to use those apartments for letting purposes, whether as part of the Serviced Apartment Business or a separate letting business without bringing into account any net profit earned for such agreements or arrangements as part of Rooms Revenue and without Landlord's consent.

24. STRATA MANAGEMENT AND EASEMENTS

24.1 The Tenant acknowledges and agrees that it is aware that:

- (a) the Strata Management Statement is a set of rules that regulates the management and operation of the Building; and
 - (b) the Tenant will be bound by the terms of the Strata Management Statement as the Strata Management Statement has effect as an agreement under seal between the owners and lessees of components of the Building.
- 24.2 The Landlord must not exercise a function (including a vote) or procure the exercise of a function (including a vote) under the Strata Management Statement or act in any way under or pursuant to the Strata Management Statement if it would:
- (a) in the reasonable opinion of the Tenant materially adversely affect the Tenant or the Serviced Apartment Business; or
 - (b) adversely interfere with any of the rights of the Tenant under this Lease.
- 24.3 Despite clause 24.2, the Landlord must not vote in favour of an amendment of the Strata Management Statement to permit any part of the Building to be used as an adult sex bookshop, brothel, amusement parlour, nightclub or tavern except a bar with a drink and dine authority under the Liquor Act or similar Liquor Licence.
- 24.4 The Landlord must not vary the Easement for the Signage Area without the Tenant's consent.
- 24.5 Subject to clause 24.4, the Landlord must not vary the Easements or agree to create any new easements if it would:
- (a) in the reasonable opinion of the Tenant materially adversely affect the Tenant or the Serviced Apartment Business; or
 - (b) adversely interfere with or derogate from any of the rights of the Tenant under this Lease.

25. **GOVERNING LAW**

This Lease is governed and shall be performed according to the laws of the State of New South Wales and the parties submit to the exclusive jurisdiction of the courts of that State.

26. **END OF MANAGED INVESTMENT SCHEME**

In the event that the managed investment scheme referred to in clause 6.1(o):

26.1 comes to the end of its term as set out in the Constitution; or

26.2 is wound up pursuant to clause 22 of the Constitution; or

26.3 otherwise comes to an end,

and no replacement managed investment scheme is instituted pursuant to clause

6.1(n), the Tenant has the right (but not the obligation) to terminate this lease by providing the Landlord with at least 30 days' notice.

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REFERENCE SCHEDULE

1.	Land	means the property known and described as 112 – 114 Corrimal Street, Wollongong in the State of New South Wales, being comprised in Strata Plan 80101.
2.	Premises	Lot 43 on SP80101 together with the Furniture, Fixtures and Equipment (FF&E) comprised therein.
3.	Term	From the Lease Commencement Date until 30 June 2028.
4.	Extended Term	Not applicable
5.	GST	GST is payable by the person receiving the relevant supply and in the case of rent, is in addition to rent
6.	Use of Premises	Serviced Apartments
7.	Lease Commencement Date:	1 July 2023
8.	Fixed Rent	\$1,361,406.60 x Profit Entitlement
9.	Turnover Rent	Profit Entitlement x (36% of Rooms Revenue above the Turnover Rent Threshold)
10.	Turnover Rent Threshold	\$2,906,782.83per annum

ABC
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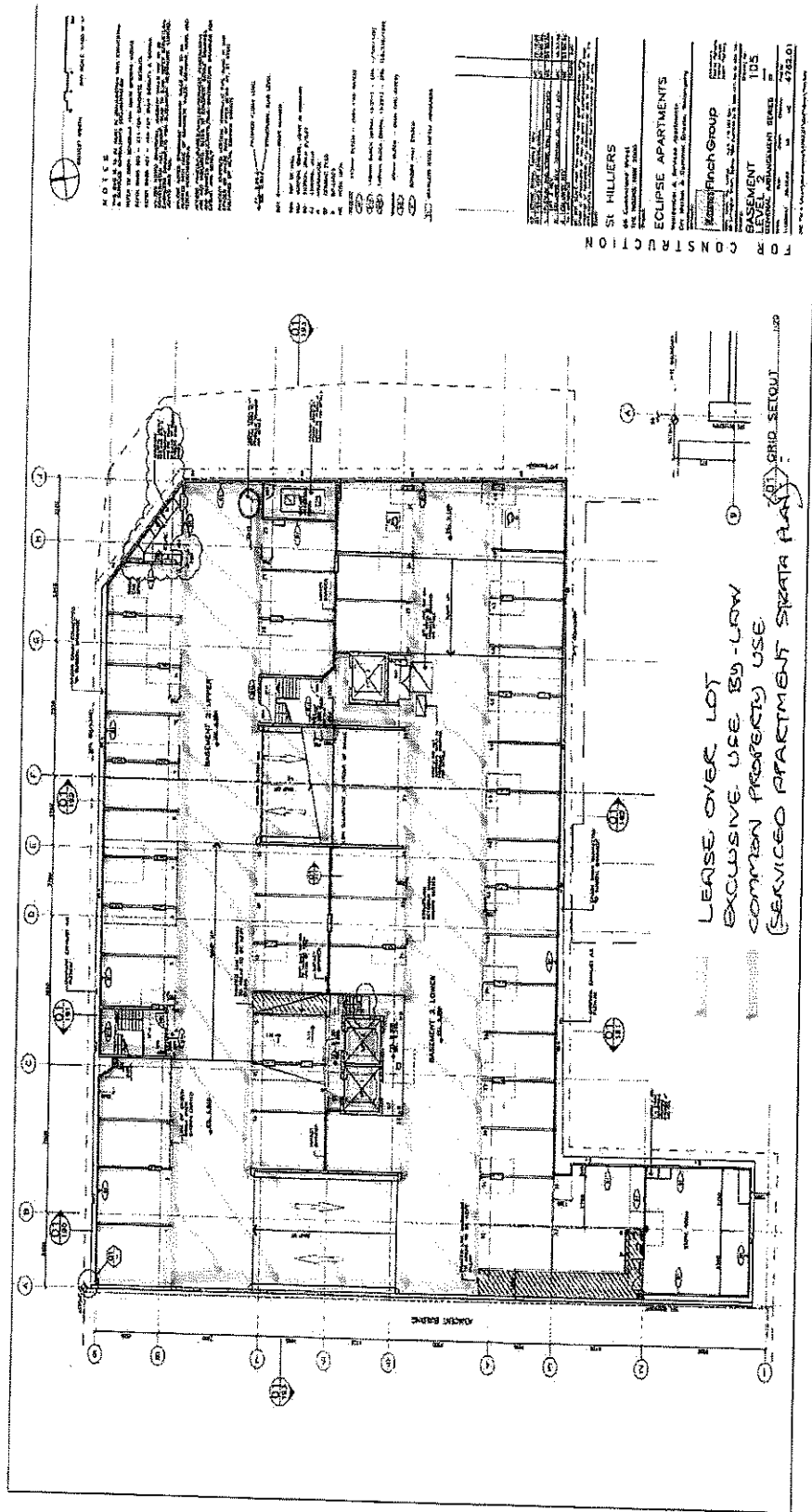
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Schedule 1 - FURNITURE, FITTINGS AND EQUIPMENT (FF&E) (clause 4.2)

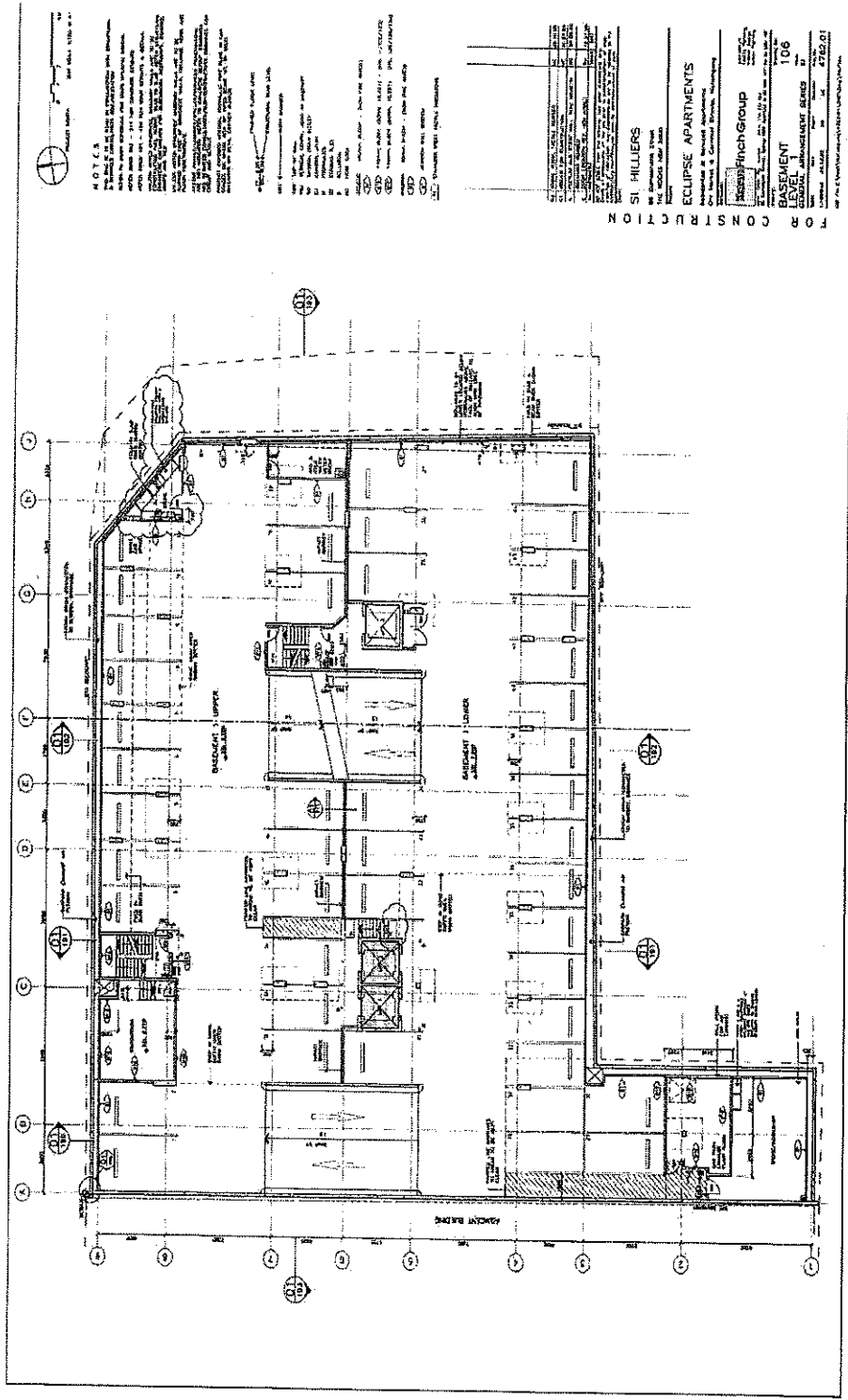
Kitchen Area	Bathroom Area	Living Area	Bedroom Area
Fridge	Washer	Dining Table	Bed
Microwave oven	Dryer	Chairs	Bedside Tables
Cooktop	Hairdryer	Sofa	Table Lamps
Oven		Coffee Table	Inhome Units
Dishwasher		Desk	Phone
Kettle		Desk Lamp	Safe
Toaster		Standing Lamp	Iron
Cutlery		TV	Ironing Board
Coffee machine		Phone	Luggage Rack
		Painting	TV
		Single Lounge	Ottoman
		Curtains	Painting
			Coat Hangers
			Curtains

ABC
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Schedule 2 – Floor Plan



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atc



NOTES:
 1. THIS PLAN IS TO BE CONSIDERED AS A GENERAL GUIDE ONLY. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON SITE.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL BUILDING REGULATIONS AND ALL APPLICABLE STANDARDS.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SERVICES AND UTILITIES AT ALL TIMES.
 5. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE RELEVANT AUTHORITIES.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND UTILITIES.
 7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 8. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.
 9. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL BUILDING REGULATIONS AND ALL APPLICABLE STANDARDS.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

LEGEND:
 1. WALL
 2. DOOR
 3. WINDOW
 4. STAIR
 5. ELEVATOR
 6. LIFT
 7. STAIR CASE
 8. STAIR CASE

GENERAL NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL BUILDING REGULATIONS AND ALL APPLICABLE STANDARDS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.
 3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE RELEVANT AUTHORITIES.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL SERVICES AND UTILITIES AT ALL TIMES.
 5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 6. THE CONTRACTOR SHALL MAINTAIN A SAFE WORKING ENVIRONMENT AT ALL TIMES.
 7. ALL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL BUILDING REGULATIONS AND ALL APPLICABLE STANDARDS.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

NO.	DESCRIPTION	DATE
1	ISSUED FOR TENDER	10/10/2010
2	ISSUED FOR CONSTRUCTION	10/10/2010
3	ISSUED FOR CONSTRUCTION	10/10/2010
4	ISSUED FOR CONSTRUCTION	10/10/2010
5	ISSUED FOR CONSTRUCTION	10/10/2010
6	ISSUED FOR CONSTRUCTION	10/10/2010
7	ISSUED FOR CONSTRUCTION	10/10/2010
8	ISSUED FOR CONSTRUCTION	10/10/2010
9	ISSUED FOR CONSTRUCTION	10/10/2010
10	ISSUED FOR CONSTRUCTION	10/10/2010
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19	ISSUED FOR CONSTRUCTION	10/10/2010
20	ISSUED FOR CONSTRUCTION	10/10/2010

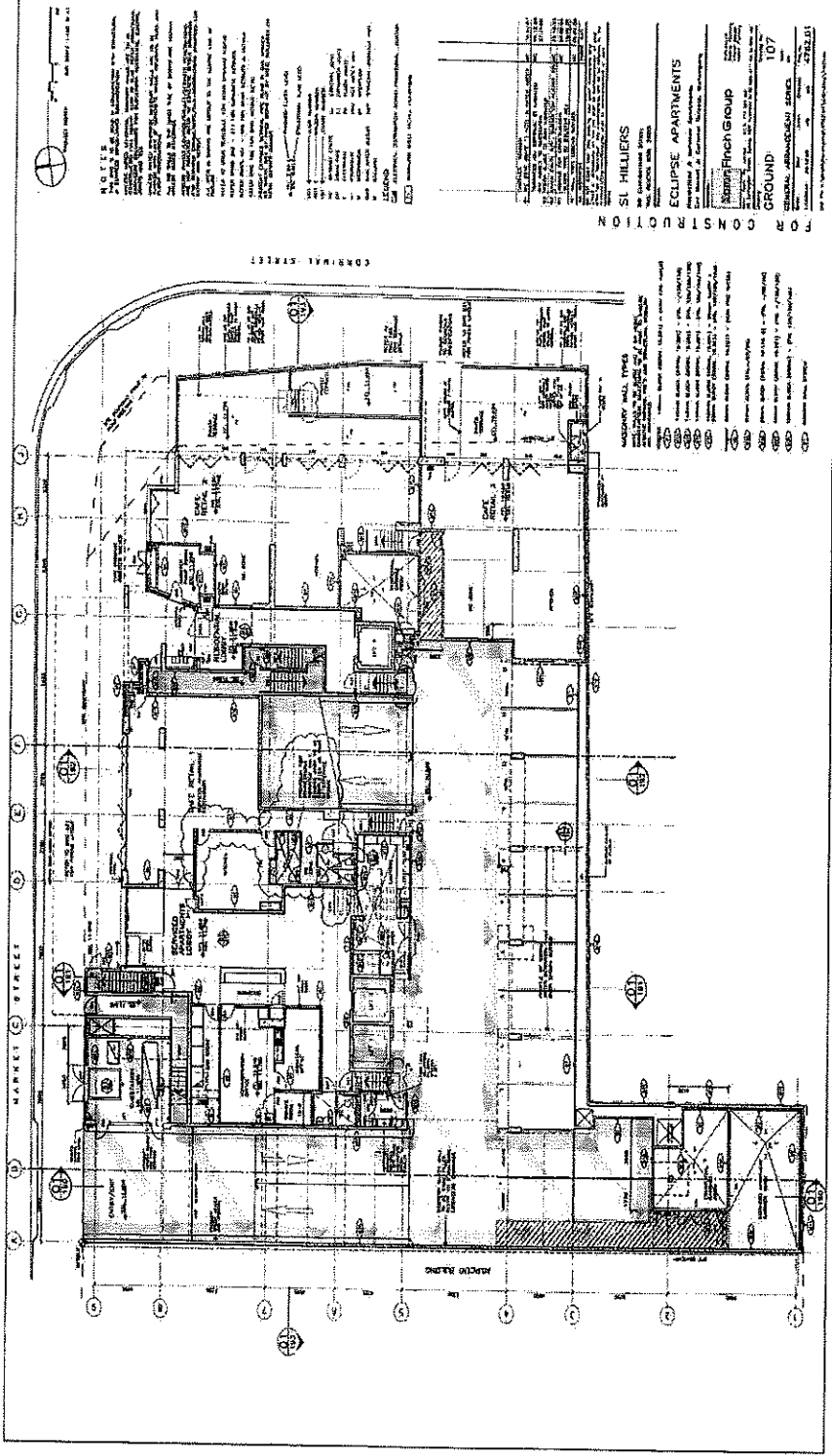
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 Website: www.sthilliers.com.au

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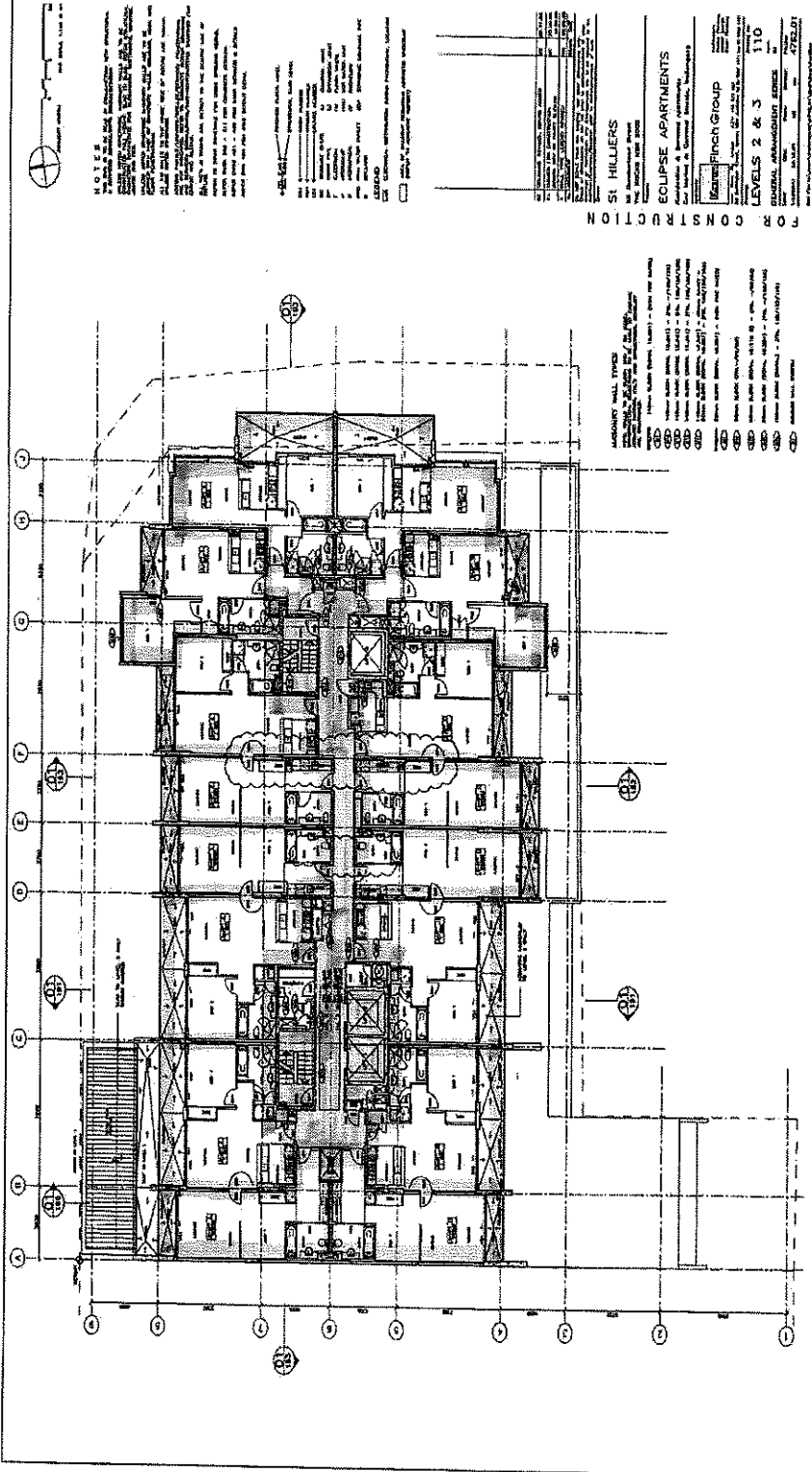
NOTES
 1. ALL WORK TO BE ACCORDING TO THE SPECIFICATIONS AND CONDITIONS OF CONTRACT.
 2. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE BRITISH STANDARDS INSTITUTION (BSI) STANDARDS.
 3. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN STANDARDS ASSOCIATION (AS) STANDARDS.
 4. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN BUILDING CODES.
 5. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN ELECTRICAL STANDARDS.
 6. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN PLUMBING STANDARDS.
 7. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN MECHANICAL STANDARDS.
 8. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN PAINTING STANDARDS.
 9. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN ROOFING STANDARDS.
 10. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN GLAZING STANDARDS.
 11. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN FLOORING STANDARDS.
 12. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN JOINERY STANDARDS.
 13. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN CARPENTRY STANDARDS.
 14. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN METALWORK STANDARDS.
 15. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN WOODWORK STANDARDS.
 16. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN STONEWORK STANDARDS.
 17. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN CONCRETE STANDARDS.
 18. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN BRICKWORK STANDARDS.
 19. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN MASONRY STANDARDS.
 20. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN ROOFING STANDARDS.

LEGEND
 1. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN STANDARDS ASSOCIATION (AS) STANDARDS.
 2. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN BUILDING CODES.
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 8. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN GLAZING STANDARDS.
 9. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN FLOORING STANDARDS.
 10. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN JOINERY STANDARDS.
 11. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN CARPENTRY STANDARDS.
 12. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN METALWORK STANDARDS.
 13. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN WOODWORK STANDARDS.
 14. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN STONEWORK STANDARDS.
 15. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN CONCRETE STANDARDS.
 16. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN BRICKWORK STANDARDS.
 17. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN MASONRY STANDARDS.
 18. ALL WORK TO BE ACCORDING TO THE LATEST EDITIONS OF THE AUSTRALIAN ROOFING STANDARDS.

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

ST. HILLIERS
ECLIPSE APARTMENTS
CONSTRUCTION
GROUND
107
ARCHITECT: AUSTRALIAN ARCHITECTS
DATE: 1972.11

Handwritten signatures and initials:
 [Signature]
 [Initials]



NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING REGULATIONS AND ALL APPLICABLE STANDARDS.

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING REGULATIONS AND ALL APPLICABLE STANDARDS.

3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING REGULATIONS AND ALL APPLICABLE STANDARDS.

4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING REGULATIONS AND ALL APPLICABLE STANDARDS.

5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING REGULATIONS AND ALL APPLICABLE STANDARDS.

- 1. 100mm Gypsum Board
- 2. 100mm Gypsum Board
- 3. 100mm Gypsum Board
- 4. 100mm Gypsum Board
- 5. 100mm Gypsum Board
- 6. 100mm Gypsum Board
- 7. 100mm Gypsum Board
- 8. 100mm Gypsum Board
- 9. 100mm Gypsum Board
- 10. 100mm Gypsum Board

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
1	100mm Gypsum Board	100	m ²	1.50	150.00
2	100mm Gypsum Board	100	m ²	1.50	150.00
3	100mm Gypsum Board	100	m ²	1.50	150.00
4	100mm Gypsum Board	100	m ²	1.50	150.00
5	100mm Gypsum Board	100	m ²	1.50	150.00

SECTION

S1 HILLIERS

100 Macquarie Street
Sydney NSW 2000
Tel: (02) 9231 1111
Fax: (02) 9231 1112

ECLIPSE APARTMENTS

100 Macquarie Street, Sydney, New South Wales

Finish Group

LEVELS 2 & 3

CONSTRUCTION

1. 100mm Gypsum Board

2. 100mm Gypsum Board

3. 100mm Gypsum Board

4. 100mm Gypsum Board

5. 100mm Gypsum Board

6. 100mm Gypsum Board

7. 100mm Gypsum Board

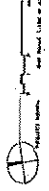
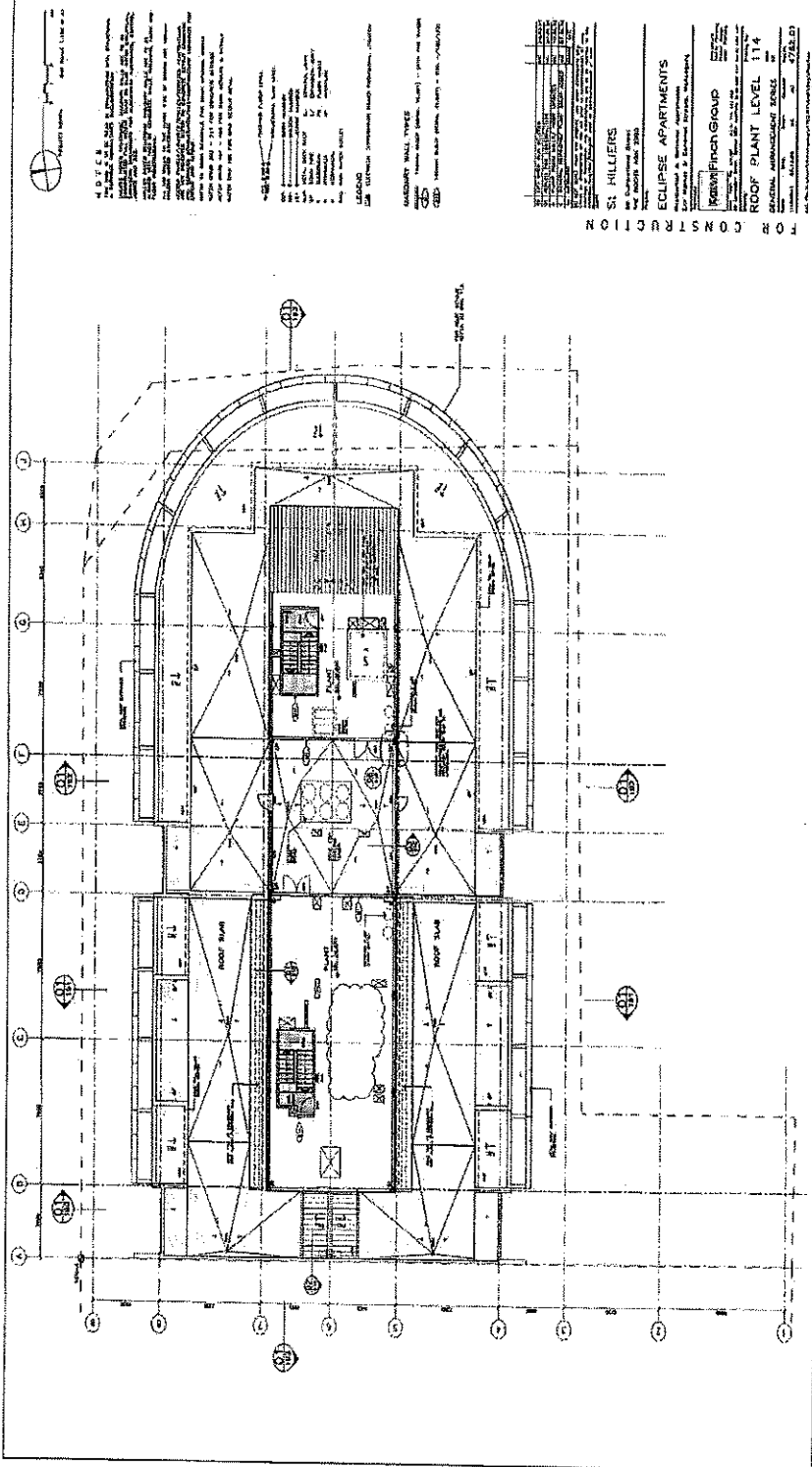
8. 100mm Gypsum Board

9. 100mm Gypsum Board

10. 100mm Gypsum Board

- MASONRY WALL TYPES**
- 1. 100mm Gypsum Board
 - 2. 100mm Gypsum Board
 - 3. 100mm Gypsum Board
 - 4. 100mm Gypsum Board
 - 5. 100mm Gypsum Board
 - 6. 100mm Gypsum Board
 - 7. 100mm Gypsum Board
 - 8. 100mm Gypsum Board
 - 9. 100mm Gypsum Board
 - 10. 100mm Gypsum Board

Handwritten signature and initials



1. ALL WORK TO BE IN ACCORDANCE WITH THE BUILDING ACT 1975 AND THE BUILDING REGULATIONS 1975. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND STRUCTURES.

LEGEND
 1. ALL WORK TO BE IN ACCORDANCE WITH THE BUILDING ACT 1975 AND THE BUILDING REGULATIONS 1975. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND STRUCTURES.

ST. HILUIERS
 ECLIPSE APARTMENTS
 114 ROOF PLANT LEVEL 114
 27.02.21

CONSTRUCTION
 1. ALL WORK TO BE IN ACCORDANCE WITH THE BUILDING ACT 1975 AND THE BUILDING REGULATIONS 1975. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND STRUCTURES.

Handwritten signature and initials: "AGC" and "AGC"

Executed by the parties as a Deed:

I certify that I am an eligible witness
and that the Landlord signed this
dealing in my presence.



Signature of witness


DAVID LASKY

Name of witness

101 New South Head Rd
Puddle Bay.

Address of witness

Certified correct for the purposes of the Real
Property Act 1900 by the Landlord.



Signature of landlord

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Medina Property Services Pty Limited ACN 062 326 176

Authority: Section 127 of the Corporations Act



Signature of authorised person



Signature of authorised person

ALEXANDER COLLINSON

Name of authorised person

ANNABEL WEISS

Name of authorised person

Director

Office held

~~Director~~/Secretary

Office held

Annexure

Certificate of Title: 43/SP80101

Lessee: **MEDINA PROPERTY SERVICES PTY LIMITED ACN 062 326 176**

Commonwealth Bank of Australia A.B.N. 48 123 123 124 being the Mortgagee under Memorandum Of Mortgage No./dated **A1586391** of the premises demised by the within lease
HEREBY CONSENTS to such lease.

SIGNED IN MY PRESENCE BY
Senior Conveyancing Officer

.....
Olivia Stevenson

.....
of the Commonwealth Bank of Australia,
the duly constituted Attorney of the said
bank who is personally known to me.


Edward Vedra

Level 2, 5-7 Central Avenue,
South Eveleigh NSW 2015

COMMONWEALTH BANK OF AUSTRALIA by its
attorney who is the SENIOR CONVEYANCING
OFFICER for the time being at Sydney and who is
the attorney mentioned and referred to in Power of
Attorney registered in the Land and Property
Information Book 4297 No 297


Olivia Stevenson