

Duty Imprint

Dealing Number



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1. Lessor

URSZULA CHOMICZ TRUSTEE UNDER  
INSTRUMENT 712686516

Lodger (Name, address E-mail & phone number)

Lodger  
Code

2. Lot on Plan Description

LOT 31 ON RP 40600  
LOT 32 ON RP 40600

Title Reference

16183204  
16183204

3. Lessee

Given names

Surname/Company name and number

(include tenancy if more than one)

SASSY BLOCK PTY LTD ACN 636 810  
216

4. Interest being leased

FEE SIMPLE

5. Description of premises being leased

WHOLE OF THE LOTS

6. Term of lease

Commencement date/event: 14/03/2020

Expiry date: 13/03/2023 and/or Event:

#Options: 1 X 3 years

#Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)

7. Rental/Consideration

See schedule

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in:- \*the attached schedule; \*the attached schedule and document no. \_\_\_\_\_; \*document no. \_\_\_\_\_; \*Option in registered Lease no. \_\_\_\_\_ has not been exercised.

\* delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

URSZULA CHOMICZ TRUSTEE UNDER  
INSTRUMENT 712686516

..... signature

George Francis Karsai ..... full name

J.P. (Qual.)

121938

..... qualification

Witnessing Officer

Execution Date

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

.....  
Lessor's Signature

9. Acceptance

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

SASSY BLOCK PTY LTD ACN 636 810 216

..... signature

Karen Annay Taylor ..... full name

Justice of Peace (Qual) 5186 ..... qualification

Witnessing Officer

28 / 01 / 2020  
Execution Date

(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

.....  
SOLE DIRECTOR  
Lessee's Signature

**Title Reference [ 16183204 ]**

This and the following pages comprise the Schedule forming part of the Lease dated the day of 2019.

**REFERENCE SCHEDULE**

<b>ITEM 1:</b>	<b>Landlord (Lessor)</b>	Urszula Chomicz trustee under instrument 712686516 of 19 Francis Street, Mermaid Beach, QLD 4218
<b>ITEM 2:</b>	<b>Tenant (Lessee)</b>	Sassy Block Pty Ltd ACN 636 810 216 of C/- Sunburst Motel, 37 Brisbane Road, Labrador QLD 4215
<b>ITEM 3:</b>	<b>Premises</b>	2429 Gold Coast Highway, Mermaid Beach QLD 4218
<b>ITEM 4:</b>	<b>Term</b>	Three (3) years
<b>ITEM 5:</b>	<b>Option to Renew</b>	Three (3) years
<b>ITEM 6:</b>	<b>Rent</b>	\$108,360.00 inc GST per annum for the period from 14/03/2020 to 13/03/2021
<b>ITEM 7:</b>	<b>Index &amp; Review Dates</b>	14/03/2021, 14/03/2022
<b>ITEM 8:</b>	<b>Market Review Dates</b>	14/03/2023
<b>ITEM 9:</b>	<b>Tenant's Proportion of Operating Expenses</b>	100%
<b>ITEM 10:</b>	<b>Use of Premises</b>	Motel
<b>ITEM 11:</b>	<b>Bank Guarantee/Bond Amount</b>	\$10,000.00
<b>ITEM 12:</b>	<b>Special Conditions</b>	<p>Despite any provisions of the Lease to the contrary, the following Special Conditions will apply:</p> <p><b>A.1.</b> From 14 March 2022 onwards, the Landlord may sell the Land and the Tenant must vacate the Premises no later than three (3) months after receipt from the Landlord of written notification of the sale of the Land (the "Early Vacation Date") and the Lease will end on the Early Vacation Date. The Landlord will not be liable to the Tenant for any compensation as a result of this Special Condition. Clause 15 and Special Condition B will apply to the Tenant's vacation of the Premises.</p> <p><b>A.2.</b> At the end of or any early determination of this Lease, the Tenant will do everything required and necessary to effect the transfer of ownership and control of the motel operating at the Premises' website, domain name and any future bookings to the Landlord or as the Landlord directs.</p>

Title Reference [ 16183204 ]

**B.1.** The parties acknowledge and agree that the report annexed hereto and market "A" conclusively evidences the condition of the Premises as at the Commencement Date (the "Condition Report").

**B.2.** The Tenant must carry out all necessary maintenance and repairs to keep the Premises in the condition specified in the Condition Report subject to fair wear and tear.

**B.3.** At any time during the last three (3) months before the end of the Lease or on any early termination of the Lease, the Landlord may inspect the Premises to ascertain if they are still in the condition specified in the Condition Report (subject to fair wear and tear). The Landlord may, by written notice, require the Tenant to carry out works necessary in the Landlord's reasonable opinion, to bring the Premises back to the condition specified in the Condition Report. If the Tenant fails to do so within a reasonable time of receiving such notice, the Landlord may carry out such works and the Tenant must reimburse the Landlord on demand the costs and expenses incurred by the Landlord for such works.

**C.** The parties acknowledge and agree that they will contribute equally to the cost of replacement, maintenance and servicing of any air conditioning equipment during the term or any option term of the Lease.

**D. MORTGAGEE'S CONSENT**

1. The Landlord will obtain mortgagee's consent at its own cost.
2. The Landlord and the Tenant must sign a deed containing the reasonable terms and conditions of consent if required by the mortgagee.

**E. COSTS**

The Landlord has agreed to share equally (50/50) the cost of preparation of the Lease. This excludes the cost of registering the Lease if requested and any future assignments, subletting or extensions.



## SCHEDULE

Title Reference [ 16183204 ]

		<p><b>F. BOND</b></p> <p>The Tenant is required to pay to the Landlord a Bond of \$10,000 at the commencement of the Lease. This Bond will be held by the Landlord and is refundable to the Tenant at the completion of the Lease pending no outstanding liabilities.</p> <p><b>G. PROFIT AND LOSS STATEMENT</b></p> <p>If requested, the Tenant must provide to the Landlord a Profit and Loss Statement covering a period of the final twelve (12) consecutive calendar months of the Lease.</p> <p><b>H. GUARANTOR'S OBLIGATION</b></p> <p>The Guarantor's obligation is to end if this Lease is assigned.</p>
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