



Lease Proposal

To: City of Kalgoorlie-Boulder of PO Box 2042, Boulder in the State of Western Australia

I, *name*: Western Resource Recovery ABN 91 099 144 180

of *address*: Lot 221 Celebration Road, Boulder WA 6432

phone: 08 9093 0633

hereby offer to take on lease of the premises as described in the Schedule on the terms and conditions set out in the schedule.

SCHEDULE

PREMISES TO BE LEASED including fixtures, fittings and accessories ("Premises"),

Portion of Lot 221 Celebration Road, Boulder

Having an approximate area of as per attached (shown on the plan annexed hereto).

LAND

Lot 221 on ~~strata plan~~ / deposited plan / ~~diagram~~ / plan 217615 and being the ~~whole~~ / part of the land in Certificate of Title Volume LR3098 Folio 969

LEASE TERM

4 years / months commencing on 1 October 2020 and expiring on 30 September 2024

RENT

Annual rent in the first year of the Term:

[REDACTED]

Rent is to be invoiced monthly in advance with invoices sent on the first of each month.

OUTGOINGS

The Lessee will pay its proportion of operating expenses for the Premises, defined as:

Rates and Land Taxes

SECURITY BOND / GUARANTEE

Bank Guarantee [REDACTED]

RENT REVIEW

The rent of the Premises will be reviewed as follows:

Date of Review	Method of review
1 October 2021	CPI All Groups Perth
1 October 2022	CPI All Groups Perth
1 October 2023	CPI All Groups Perth
1 October 2024	CPI All Groups Perth
1 October 2025	Market

OPTION OF RENEWAL

Provided the Lessee shall not be in default at the time of the exercise of the relevant option, the Lessee shall have the following options to renew the lease at the expiry of the term (or preceding option) upon the same terms and conditions as in the lease save for the rent:

3 years + 3 years

USE OF PREMISES

The Lessee may use the Premises for operation of an integrated industrial waste receipt, processing and disposal facility and the storage and/or operation of associated waste transport vehicles

and the City of Kalgoorlie-Boulder does not warrant the Premises can be used for that use.

COMMERCIAL TENANCY (RETAIL SHOPS) AGREEMENTS ACT 1985

The provisions of the Commercial Tenancy (Retail Shops) Agreements Act 1985 shall apply / shall not apply to the lease to be entered into pursuant to this agreement, and, if applicable, shall prevail to the extent of any inconsistency with this document.

The parties acknowledge if the Commercial Tenancy (Retail Shops) Agreements Act 1985 applies, the Lessee shall have the same rights with respect to this agreement as they would if it was a lease, with provision of a tenant guide and disclosure statement.

SPECIAL CONDITIONS

The Tenant's agreement to the formal lease documentation is conditional upon:

- a. The lease documentation complying with the tenant's minimum legal and insurance requirements;
- b. The Tenant's Board approval; and
- c. FIRB approval (if required).

FORMAL LEASE

Upon execution of this agreement the Lessor will prepare a formal lease incorporating the above terms and other standard terms and conditions including as the Lessee's obligations for repair and maintenance, redecoration and insurance. The Lessee will pay the solicitor's costs, up to \$2,500 plus GST, of so doing on demand in the event the Lessee refuses to execute the formal lease and will do so in any event if the Commercial Tenancy (Retail Shops) Agreements Act 1985 does not apply.

ACCEPTANCE

The City of Kalgoorlie-Boulder accepts this offer.

EXECUTED BY THE PARTIES ON 20th **DAY OF** January 2021

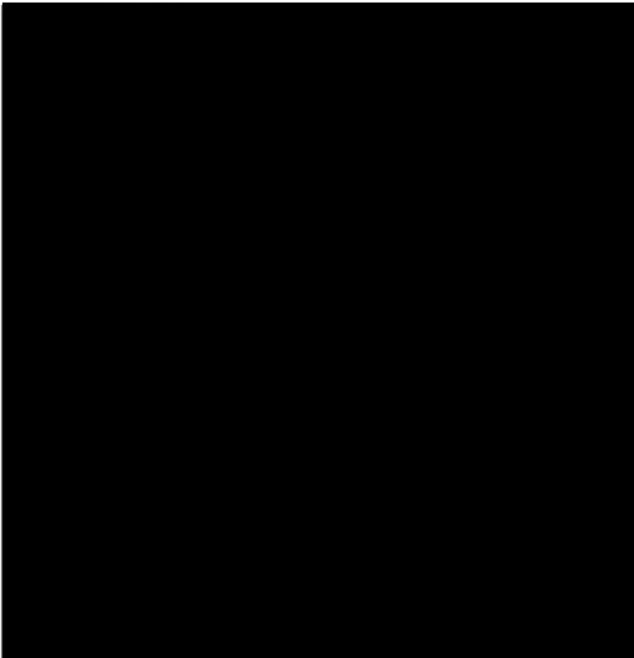
SIGNED BY THE LESSEE

(Corporation)

Executed by Western Resource Recovery Pty Ltd

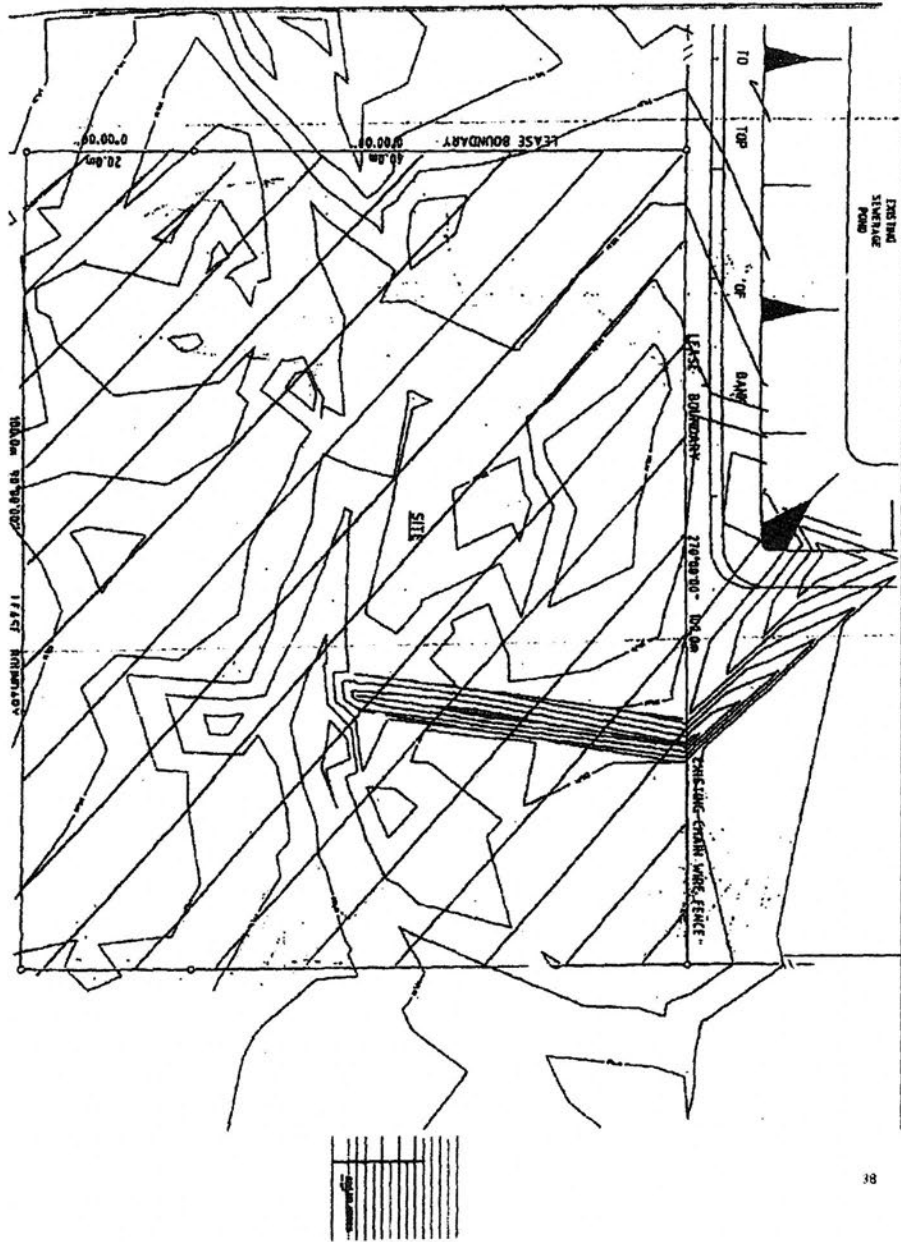
(ABN / ACN 91 099 144 180)

Pursuant to section 127 of the Corporations Act 2001



Witness name

APPENDIX "B" - PLAN OF THE COMMERCIAL AREA



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APPENDIX "C" – PLAN SHOWING ACCESS ROAD

