

2016

**EXTENSION OF LEASE**

*Lot 2, being portion of  
Wellington Location 3003*

**LESSOR: J & P CORPORATION PTY LTD  
atf J & P CORPORATION UNIT TRUST**

**LESSEE: CLEANAWAY SOLID  
WASTE PTY LTD**

**LESSOR'S GUARANTOR: JM &  
PM TOLMACHOFF**

**LESSEE'S GUARANTOR: CLEANAWAY  
WASTE MANAGEMENT LIMITED**

**Our Ref: 9/86364a/14-1a/616041**

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Terms, being the term referred to in the Schedule as the “Term” commencing on the date referred to in the Schedule as the “Commencement Date” (“the First Option”).

- C. The Parties enter into this Deed to set out the terms of lease created by the exercise of the First Option.

## **OPERATIVE PART**

1. In consideration for the Lessee entering into this Deed, the Lessor **LEASES** to the Lessee **ALL THAT** the Leased Premises **TO HOLD** the same for the Term commencing on the Commencement Date and **PAYING AND YIELDING** therefor the rental or rentals in the Schedule referred to as the “Rental” **AND** subject to the terms of this Deed.
2. The Lessee **COVENANTS** with the Lessor strictly to comply with and observe all the covenants on the part of the Lessee expressed in or implied by the Lease as if the same were each again separately set out in this Deed.
3. The Lessor **COVENANTS** with the Lessee strictly to comply with and observe all the covenants on the part of the Lessor expressed in or implied by the Lease as if the same were each again separately set out in this Deed.
4. The Lessor and the Lessee **MUTUALLY AGREE** to be bound by observe and comply with all the mutual agreements stipulations and provisos expressed in or implied by the Lease as if the same were each again separately set in this Deed, save those covenants relating to the First Option in Clause 21 of the Lease which are performed by entry into this Deed, and which are excluded.
5. The Parties **AGREE** that from the Commencement Date, the provisions of the Lease will be varied in the manner set out in the Schedule against the heading “Variations”.
6. The Parties **ACKNOWLEDGE** that the Lessee remains entitled to the benefit of the Further Terms remaining pursuant to Clause 21.1 of the Lease, being four Further Terms each of 10 years.

7. The Lessor's Guarantor **CONFIRMS** the continuing nature of the guarantee and indemnity obligations contained in Clause 29 of the Lease, and consents to the execution of this Deed by the Lessor and the continuation of the Lessor's Guarantor's obligations subject to the terms of this Deed.
  
8. The Lessee's Guarantor **CONFIRMS** the continuing nature of the guarantee and indemnity obligations contained in Clause 28 of the Lease, and consents to the execution of this Deed by the Lessee and the continuation of the Lessee's Guarantor's obligations subject to the terms of this Deed.

**EXECUTED** as a Deed.

**THE SCHEDULE HERINBEFORE REFERRED TO**

- THE LESSOR is:** **J & P CORPORATION PTY LTD ACN 009 298 248** as trustee for the **J & P CORPORATION UNIT TRUST** of Post Office Box 9010, Picton, Western Australia.
- THE LESSEE is:** **CLEANAWAY SOLID WASTE PTY LTD ACN 120 175 635** of 159 Coronation Drive, Milton, Queensland, 4064
- THE LESSOR'S GUARANTOR is:** **JIMMIE MIKE TOLMACHOFF** and **PRISCILLA MICHAELS TOLMACHOFF** both of 56 Marabank Loop, Bunbury, Western Australia 6230
- THE LESSEE'S GUARANTOR is:** **CLEANAWAY WASTE MANAGEMENT LTD ACN 101 155 220** of 159 Coronation Drive, Milton, Queensland, 4064
- THE LEASING DOCUMENTS are:** Lease dated 1 September 2006 made between the Lessor of the first part, the Lessee (by its' former name, **TRANSPACIFIC WASTE MANAGEMENT PTY LTD**) of the second part, the Lessor's Guarantor of the third part and the Lessee's Guarantor (by its' former name, **TRANSPACIFIC INDUSTRIES GROUP LIMITED**) of the fourth part
- THE LEASED PREMISES are** Lot 2 on Diagram 65861 comprising the whole of the land in Certificate of Title Volume 1670 Folio 568
- THE TERM is:** 10 years
- THE COMMENCEMENT DATE is:** 1 September 2016
- THE RENTAL is:** A rental of \$160,000.00 per annum plus GST payable at the times and in the manner specified in the Lease, and subject to review at twelve

(12) monthly intervals from the Commencement Date in accordance with Item 10 of the Reference Schedule of the Lease

**THE VARIATIONS** are:

See Annexure "A"

## ANNEXURE "A"

### VARIATIONS TO THE LEASE

1. During the Term, the Percentage Rent payable by the Lessee to the Lessor pursuant to Clause 4.5 of the Lease (and Item 9 of the Reference Schedule) will be 14%.
2. Clause 19.1 of the Lease is amended to read "On the Commencement Date and on each anniversary of the Commencement Date the Lessee must provide to the Lessor a replacement Bank Guarantee for a sum equivalent to \$1.00 per tonne of waste disposed of on the Land since 1 September 2006 to replace any Bank Guarantee previously provided by the Lessee to the Lessor."
3. Clauses 3.5 and 3.6 of the Lease are deleted.
4. The Public Liability Insurance Amount in Item 14 of the Reference Schedule is amended to \$20 million.
5. Clause 20.1 of the Lease is deleted, and in Clauses 20.2 and 20.3 of the Lease, the following words are deleted: "Subject to clause 20.1".
6. The number of Further Terms in Item 12 of the Reference Schedule of the Lease is reduced by 1 to 4 Further Terms each of 10 years.

Executed by **J & P CORPORATION** )  
**PTY LTD ACN 009 298 248** as trustee )  
for the **J & P CORPORATION UNIT** )  
**TRUST** in accordance with section 127 )  
of the Corporations Act 2001 )

  
Director/company secretary

Jimmie Tolmachoff  
Name of director/company secretary  
(BLOCK LETTERS)

  
Director

PRISCILLA TOLMACHOFF  
Name of director  
(BLOCK LETTERS)

Executed by **CLEANAWAY** )  
**SOLID WASTE PTY LTD** )  
**ACN 120 175 635** in accordance )  
with section 127 of the Corporations )  
Act 2001: )

  
Director/company secretary

YEN FUNG WONG  
Name of director/company secretary  
(BLOCK LETTERS)

  
Director


BRENDAN GILL  
Name of director  
(BLOCK LETTERS)





Signed by **JIMMIE MIKE** )  
**TOLMACHOFF** in the )  
presence of : )



  
Signature of witness

Jim ZHENG  
Name of witness  
(BLOCK LETTERS)

11A WHALE VIEW

BUNBURY WA 6230  
Address of witness

Signed by **PRISCILLA MICHAELS** )  
**TOLMACHOFF** in the presence of : )



  
Signature of witness

Jim ZHENG  
Name of witness (BLOCK LETTERS)

11A WHALE VIEW

BUNBURY WA 6230  
Address of witness

Executed by **CLEANAWAY WASTE** )  
**MANAGEMENT LTD ACN 101 155** )  
**220** in accordance with section of 127 )  
of the Corporations Act 2001: )

DL  
Director/company secretary

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

Vikas Bansal  
Director

VIKAS BANSAL  
Name of director  
(BLOCK LETTERS)

