



Agreement for Lease

**BROOKFIELD GROUP SUPERANNUATION Pty Ltd
(ACN 129 921 160)**

and

**McColl's Operations Pty. Ltd.
(ACN 630 416 867)**

**15A & 15B Waratah Street,
Cowra, NSW, 2794**

Agreement for Lease

Date 27 January 2020

Parties

Brookfield Group Superannuation Fund Pty Ltd (ACN 129 921 160) of 10 Calare Street, COWRA, NSW, 2794 ("Landlord")

and

McColl's Operations Pty. Ltd. (ACN 630 416 867) of 92-96 Barwon Terrace Geelong, Vic, 3220 ("Tenant")

Background

- A. The Landlord is the registered proprietor of the property specified in Item 1 of the Schedule ("Premises").
- B. The Landlord has agreed to grant the Tenant a lease of the Premises on the terms and conditions of this Lease.

Operative Provisions

- 1. The Landlord leases to the Tenant the Premises for the period specified in Item 4 of the Schedule ("Term") starting on the date specified in Item 3 of the Schedule ("Commencement Date").
- 2. The Tenant agrees:
 - (a) To pay to the Landlord the amount specified in Item 5 of the Schedule ("Rent") in the manner set out in Item 6 of the Schedule.
 - (b) That it will use the Premises for the Permitted Use specified in Item 2 of the Schedule.
 - (c) To pay for or reimburse the Landlord for 100% of all the Outgoings listed in Item 7 of the Schedule.
- 3. The Tenant agrees to keep current an insurance policy that covers public risk for any single event for the amount of \$20 million or another amount reasonably specified from time to time by the Landlord.
- 4. The Landlord agrees to keep the Premises insured at all times for the full replacement value thereof.
- 5. Each party hereby indemnifies the other from and against all accidents, actions, claims, demands, losses, damages, costs and expenses for which a party shall or may be or become liable in respect of or arising from any act, omission or breach of a provision of this Lease.
- 6. If the Tenant wishes to renew the Lease for the Further Term (Item 8 of the Schedule), it must do so in writing to the Landlord between the dates specified in Item 9 of the Schedule.
- 7. The Rent shall be increased on the commencement date of each Further Term by the Consumer Price Index - All Groups Sydney for the twelve (12) month period prior to the expiration date of the Term.

8. The parties acknowledge that any amount payable under this Lease is exclusive of GST and that GST will be payable in addition to such amounts.
9. The parties will comply with the Special Conditions, if any, as specified in Item 10 of the Schedule.
10. The parties agree that this lease may be terminated by either party by giving not less than three (3) months' notice in writing.
11. In the event of a breach of this Agreement that has not been remedied within 14 days then the other party may terminate this Lease by providing the party in breach with thirty (30) days' notice in writing.
12. The parties acknowledge that in the event a dispute arises under this Lease the parties will attempt to resolve the dispute between themselves before appointing an independent mediator.
13. A party cannot assign or otherwise transfer the benefit of this Lease without the prior written consent of the other party.
14. Each party must pay its own legal costs of and incidental to the negotiation, preparation and completion of this Lease.
15. Any notice to or by a party to this Lease may be given by personal service, post, facsimile or email.
16. This Lease is governed by and must be construed in accordance with the laws of the State of New South Wales.

Executed as a Deed

Executed by **Brookfield Group**)
Superannuation Fund Pty Ltd (ACN 129 921)
 160) pursuant to Section 127 of the)
 Corporations Act 2001 (Cth):




 Signature of Director


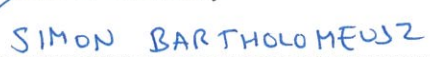
Craig Wallace
 Full name


 Signature of Director or Secretary

Rosalind Wallace
 Full name

Executed by **McColl's Operations Pty. Ltd.**)
 (ACN 630 416 867) pursuant to Section 127 of)
 the Corporations Act 2001 (Cth):


 Director

 Full Name


 Director or Secretary

 Full Name

Schedule

Item 1	Premises	The property known as 15A & 15B Waratah Street, Cowra, NSW, 2794 as shown in titles 1/811274 and 2/811274 and including all buildings, fixtures and fittings on the property.
Item 2	Permitted Use	Truck transport depot including offices and amenities, driver accommodation and common room facilities, vehicle parking (car and heavy vehicles) and vehicle wash facilities.
Item 3	Commencement Date	27 January 2020
Item 4	Term	1 year from the Commencement Date.
Item 5	Rent	\$12,238.38 per annum plus GST. Being \$1,019.87 per calendar month plus GST.
Item 6	Payment of Rent	By equal monthly instalments in advance on the first day of the month.
Item 7	Outgoings	The tenant is to pay for or reimburse the Landlord for 100% of all the outgoings listed below: <ul style="list-style-type: none"> • Water usage charges.
Item 8	Further Term	Two Further Terms each of one (1) year.
Item 9	Period for Exercising Option	For the first Further Term, between 1 October 2020 and 31 December 2020. For the second Further Term, between 1 October 2021 and 31 December 2021.
Item 10	Special Conditions	N/A