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**DANIEL JOHN STORCH**

**AND**

**KATHRYN JANE STORCH**

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**DEED OF AGREEMENT**

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**Michael Michell & Associates**  
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Ref: MJM:AD:36

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**THIS DEED** dated seventh day of March 2019

**BETWEEN**     **Daniel John Storch** of 5 Cooper Park Road, Bellevue Hill, New South Wales (**Husband**)

**AND**            **Kathryn Jane Storch** of 1/24 Collin Street, Cammeray, New South Wales, (**Wife**)

## **RECITALS**

- A.**    On 8 March 2018 the Family Court made the consent orders to finalise the division of property between the parties. Those consent orders were in part misdated, and reflect dates of both 8 March 2018 and 8 May 2018. For the purposes of this Deed the parties adopt the date of 8 March 2018 for the consent orders.
- B.**    The consent orders provide, inter alia, for a cash payment of \$177,500 to be made by the Husband to the Wife on or before 8 March 2019.
- C.**    The Wife has agreed to accept from the Husband in discharge of his obligations to make the said cash payment, that the Husband make a lesser cash payment as well as transfer a superannuation entitlement to the Wife's superannuation fund.
- D.**    The parties have agreed to enter into this deed to record their agreement.

## **OPERATIVE PART**

### **1. Interpretation**

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#### **1.1 Definitions**

In this deed:

All terms defined in the consent orders will apply to this deed as if fully set out in this deed.

"Cash Payment" means the amount of \$177,500.00 to be paid by the Husband to the Wife on or before 8 March 2019 in accordance with clause 3.1.3 of the Consent Orders.

"Consent Orders" means the consent orders made by the Family Court dated both 8 March 2018 and 8 May 2018, but which the parties agree and acknowledge were made on 8 March 2018, a copy of which is annexed to this deed and marked Annexure "A".

"Combined Cash/Super Payment" means the payment to the Wife of an amount of \$100,000.00 cash and the transfer of an amount of \$85,250.00 from the Husband's superannuation fund to the Wife's superannuation fund.

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"Outstanding payment" means a cash payment of \$35,000.00 and the transfer of \$30,250.00 to the Wife's superannuation fund.

## **1.2 Interpretation**

In the interpretation of this deed:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of New South Wales;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) References to a party are intended to bind their executors, administrators and permitted transferees; and
- (h) Obligations under this deed affecting more than one party bind them jointly and each of them severally.

## **2. Operative provisions**

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**2.1** Provided the Combined Cash/Super Payment is received by the Wife in full on or prior to the due date, the Wife agrees to accept the Combined Cash/Super Payment in full and final discharge of the Husband's obligations to make the Cash Payment.

**2.2** In the event the Husband fails to make the Outstanding Payment on or before 8 March 2019 then the Husband's obligations pursuant to clause 3.1.3 of the Consent Orders remain unchanged, and the Wife's rights to enforce the Consent Orders, or any part of them, are not altered by this Deed.

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**3. Acknowledgement by Wife**

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The Wife acknowledges that prior to the date of this deed she has received in partial satisfaction of the Combined Cash/Super Payment the following:

- (a) \$25,000.00 cash received on 25 January 2019 and \$25,000.00 superannuation received on 12 February 2019; and
- (b) \$40,000.00 cash on 18 February 2019 and \$30,000.00 superannuation received on 15 February 2019.

**4. Entire agreement**

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This deed is the entire agreement and understanding between the parties on everything connected with the subject matter of this deed, and supersedes any prior understanding, arrangement, representation or agreements between the parties as to the subject matter contained in this deed.

**5. Amendment**

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An amendment or variation to this deed is not effective unless it is in writing and signed by all the parties.

**6. Counterparts**

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This deed may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the deed will be the date on which it is executed by the last party.

**7. Costs**

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Within 7 days of the date of this Deed, the Husband will pay to the Wife an agreed sum of \$750 for legal costs incurred by her in relation to this Deed. Otherwise each party will pay their own costs in relation to this Deed.

**8. Governing Law**



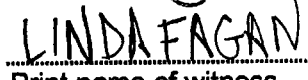
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This deed is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.

**Execution page**

**EXECUTED AS A DEED**

<b>SIGNED SEALED &amp; DELIVERED BY</b>	)
<b>DANIEL JOHN STORCH</b> in the	)
presence of:	
	..... Signature
..... Signature of witness	
..... Print name of witness	


<b>SIGNED SEALED &amp; DELIVERED BY</b>	)	
<b>KATHRYN JANE STORCH</b> in the	)	
presence of:		..... Signature
		
Signature of witness		
		
Print name of witness		

Execution page

EXECUTED AS A DEED

DEED SEALED & DELIVERED BY  
DANIEL JOHN STORCH in the  
presence of

Signature

  
Signature of witness

Ashlee Macqueen  
Print name of witness

DEED SEALED & DELIVERED BY  
KATHRYN JANE STORCH in the  
presence of

Signature

Signature of witness

Print name of witness