

0702

(w) 03 5962 3030
www.markgunther.com.au
ivana@markgunther.com.au
189 Maroondah Hwy
Healesville Victoria 3777
ABN: 70 111 023 048
Licence: 568192L

J & G Black Super Pty Ltd
1/74 Clarke St
Lilydale VIC 3140

Folio Summary

Folio: OWN03408
From: 1/07/2020
To: 30/06/2021
Created: 1/07/2021

Money In	Money Out	Balance
\$9,958.60	\$942.72	\$9,015.88

Account	Included Tax	Money Out	Money In
Verso Books Shop 2/222 Maroondah Hwy, Healesville VIC			
Rent (with tax)	\$892.50		\$9,817.50
Outgoings Recovered - General	\$12.83		\$141.10
Commercial Property Management Fee	\$44.60	\$490.85	
Commerical property letting fee	\$41.08	\$451.87	
Subtotal		<u>\$942.72</u>	<u>\$9,958.60</u>

Account Transactions
No transactions

Total		<u>\$942.72</u>	<u>\$9,958.60</u>
Total Tax on Money Out: \$85.68			
Total Tax on Money In: \$905.33			
	Net of GST	857.04	9053.27
		1991.	0702

Rent with agent from 3/3/21.

**PRYCROFT TWENTY THREE PTY LTD (ACN 984 187 787), JOANNE MARY
THERESE BLACK AND J & G BLACK SUPER PTY LTD (ACN 604 334 670)**

AND

O'BRIEN LAW PTY LTD ACN 167 120 783

DEED OF VARIATION OF LEASE

O'Brien & Black
222 Maroondah Highway
Healesville VIC 3777
PO Box 236, Healesville VIC 3777
DX 39413 Port Melbourne
Phone: 03 5962 3766
Fax: 03 5962 2274
Email: healesville@obbl.com.au
Ref: TOB:19-275

THIS DEED dated 28 day of April 2020

BETWEEN PRYCROFT TWENTY THREE PTY LTD (ACN 984 187 787), JOANNE MARY THERESE BLACK AND J & G BLACK SUPER PTY LTD (ACN 604 334 670) (Lessors)

AND O'BRIEN LAW PTY LTD (ACN 167 120 783) (Lessee)

RECITALS

- A. The Lessee leases 2466 Warburton Highway, Yarra Junction and Units 2 & 3 222 Maroondah Highway, Healesville (with accessory Units 7 and 6 respectively) from the Lessor ("the package of rentals").
- B. The Lessee has requested rental concessions on account of the current COVID-19 pandemic pursuant to the Mandatory Code pertaining thereto.
- C. In settlement of all claims for rent concessions with respect to the package of rentals the parties have agreed to vary the terms of the lease between them in relation to the premises known as Lots 2 & 7/222 Maroondah Hwy, Healesville wherein J & G Black Super Pty Ltd is the lessor ("Lease"), on the terms set out in this deed.

OPERATIVE PART

1. Interpretation

This deed is governed by the laws of Victoria and the Parties submit to the non-exclusive jurisdiction of the courts of that state.

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, words denoting one gender include all genders, and references to documents or agreements also mean those documents or agreements as changed, novated or replaced;
- (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 Victoria;
- (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. Variation of rent

- (a) The rent payable under the Lease of Unit 2 Maroondah Highway, Healesville ("Unit 2") is amended as follows:
 - (i) For three months commencing on 1 May 2020, the amount of rent payable by the Lessee under the Lease of Unit 2 will be reduced from \$1,870 inc GST per calendar month to \$0.00 per calendar month ("Rent Reduction");
 - (ii) The Parties acknowledge and agreed that during the Rent Reduction period any and all outgoings relating to the Lease of Unit 2 remain payable in full by the Lessee.
 - (iii) 50% of the Rent Reduction will be waived by the Landlord.
 - (iv) The deferred 50% of the Rent Reduction is to be repaid to the Landlord by the Lessee by way of 7x monthly instalments of \$400.71 inc GST & 1x instalment of \$400.74 inc GST commencing 1 February 2021.
- (b) For the avoidance of doubt:
 - (i) the Lessor is providing the Rent Reduction to the Lessee to assist the Lessee with its cash flow during the current COVID-19 pandemic.
 - (ii) Following the Rent Reduction the full rental sums under the Lease remain payable by the Lessee to the Lessor.
 - (iii) The Parties acknowledge and agree the Rent Reduction does not in any way affect the Lessee's obligations in relation to the leases pertaining to the premises known as Lots 3 & 6 Maroondah Hwy, Healesville and 2466 Warburton Highway, Yarra Junction.
 - (iv) The Parties further acknowledge and agree that the Rent Reduction is a fair compensation to the Lessee for the package of rentals and is in part made in consideration of the Lessee's agreement hereby given not to seek rent relief under the other leases forming the package of rentals

3. Confidentiality

The Parties must keep the terms of this deed confidential, save for any necessary disclosure to their respective legal and financial advisers.

4. Entire agreement

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

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

6. Waiver

Any waiver by any party to a breach of this deed shall not be deemed to be a waiver of a subsequent breach of the same or of a different kind.

7. Severance

If anything in this deed is unenforceable, illegal or void, it is severed and the rest of the deed remains in force.

8. Notices

A notice or other communication to a party must be in writing and delivered to that party or that party's practitioner in one of the following ways:

- (a) Delivered personally; or
- (b) Posted to their address when it will be treated as having been received on the second business day after posting; or
- (c) Faxed to their facsimile number when it will be treated as received when it is transmitted; or
- (d) Sent by email to their email address when it will be treated as received when it enters the recipient's information system.

9. Counterparts

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.

10. Costs

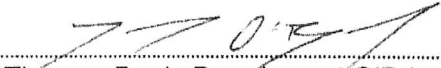
Each party to bear their own costs.

Execution page

EXECUTED AS A DEED

SIGNED for and on behalf of PRYCROFT TWENTY THREE PTY LTD pursuant to s.127 of the Corporations Act by its sole director/secretary)) Gregory Allen Black (sole director/secretary)
---	--------	---

SIGNED SEALED & DELIVERED BY JOANNE MARY THERESE BLACK in the presence of:)) Signature
..... Signature of witness		
..... Print name of witness		

SIGNED for and on behalf of O'BRIEN LAW PTY LTD pursuant to s.127 of the Corporations Act by its sole director/secretary:))	 Thomas Denis Prendergast O'Brien (sole director/secretary)
--	--------	--