

ANNEXURE "E"

FAMILY LAW ACT 1975 (as amended)

BETWEEN:

[REDACTED]

(Husband)

AND:

[REDACTED]

(Wife)

FINANCIAL AGREEMENT

Section 90C of the *Family Law Act 1975*

Assets, Liabilities and Financial Resources

F.

- (a) At the date of this Agreement, the Husband and Wife acknowledge they have both made a full and frank disclosure of their financial circumstances to each other in Court documents filed and exchanged in Family Court Proceedings No. BR [REDACTED] of [REDACTED], being proceedings for property settlement and spousal maintenance currently before the Family Court of Australia;
- (b) The Husband has an interest in the following assets and resources:
 - (i) A 65% interest as Tenant in Common with the Wife in the former matrimonial home at [REDACTED];
 - (ii) Various bank accounts;
 - (iii) Various investments including public shares;
 - (iv) A motor vehicle;
 - (v) Various personal effects and chattels;
 - (vi) Allocated pensions including investments in [REDACTED], [REDACTED], and [REDACTED] [REDACTED];
- (c) The Wife has an interest in the following assets and resources:
 - (i) A 35% interest as Tenant in Common with the Husband in the former matrimonial home at [REDACTED];
 - (ii) Various bank accounts;
 - (iii) Various investments including public shareholdings;
 - (iv) A motor vehicle;
 - (v) A one third interest in her deceased mother's estate;
 - (vi) Various personal effects and chattels; and

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- (vii) An interest in the [REDACTED] Superannuation Fund and Portfolio Service Retirement Fund.

Representations and Warranties

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- (a) The Husband represents and warrants that as at the date of entering into this Agreement and taking into account the terms and effect of the Agreement, he is able to support himself without an income tested pension, allowance or benefit;
- (b) The Wife represents and warrants that as the date of entering into this Agreement and taking into account the terms and effect of the Agreement, she is able to support herself without an income tested pension, allowance or benefit.

Enquiry

H. Each of the Husband and Wife acknowledge one to the other that he and she respectively are satisfied, after due enquiry made by each of them, that the information given by the Husband to the Wife and by the Wife to the Husband, concerning their respective financial affairs is true and correct, to the best of their knowledge, information and belief.

Avoidance of and End to Litigation

I.

- (a) The parties wish to enter into this Agreement for the purposes of settling any claim the Husband and Wife may have, or may at any time hereafter have against each other for periodic maintenance, lump sum maintenance, settlement of property, financial resources or any other claims which may be

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made under Part VIII or any other relevant provision of the *Family Law Act 1975*;

(b) The parties now desire to determine and finalise their respective claims in respect of maintenance, property, financial resources and other financial matters. Towards that end there have been negotiations between the parties and their respective legal advisors and each of the parties has been independently advised by his or her legal representative:

(i) Of Part VIII of the *Family Law Act 1975* (as amended); and

(ii) In accordance with s. 90G of the said Act,

And in relation to such financial matters, the parties have reached agreement as follows:

TERMS OF THE AGREEMENT:

Property Settlement

1. That within ten (10) days of the date of this Agreement, the Wife do all such acts and things and sign all such documents reasonably required to transfer to the Husband unencumbered all of her right, title and interest in and to the former matrimonial home situated at [REDACTED] more particularly described as Lot [REDACTED] on Registered Plan [REDACTED] County of [REDACTED] Parish of [REDACTED] (with the Husband to prepare the said transfer documents and be responsible for the registration and stamp duty on the transfer).
2. That contemporaneously with the transfer referred to in Paragraph 1, the Husband pay to the Wife the sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000) by paying such sum to the Trust Account of [REDACTED]
3. That each of the Husband and the Wife retain as their sole property any other assets or financial resources which are currently in or may at any time in the future come

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into their possession, name or control, including but not limited to any bank accounts, shares, investments, motor vehicles, art works, books, journals, furniture, jewellery, insurance policies and superannuation policies, wheresoever situate and of whatsoever kind or nature.

Spousal Maintenance

4. This is an Agreement to which s. 90E of the *Family Law Act 1975* (as amended) applies:
 - (a) Of the value of the property retained/received by the Wife, the sum of \$30,000 is attributable to lump sum maintenance for the Wife;
 - (b) Of the property currently retained by the Husband for his use and benefit, the sum of \$30,000 is attributable to lump sum maintenance for the Husband.
5. The Husband agrees that at the date of entering into this Agreement and having regard to the terms and effect of this Agreement, he is able to support himself without the assistance of an income tested pension, allowance or benefit and that he has no entitlement to claim or receive maintenance for himself from the Wife in addition to the provisions made for him in this Agreement, now or at any time in the future.
6. The Wife agrees that at the date of entering into this Agreement and having regard to the terms and effect of this Agreement, she is able to support herself without the assistance of an income tested pension, allowance or benefit and that she has no entitlement to claim or receive maintenance for herself from the Husband in addition to the provisions made for her in this Agreement, now or at any time in the future.

Full Settlement and Financial Satisfaction

7. That each of the Husband and the Wife agree to accept the benefits as provided in this Agreement in full and final settlement of any claims which he or she now has or may at any future time have for periodic spousal maintenance, lump sum spousal

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maintenance, settlement of property, financial resources or any other claims which may be made under Part VIII or any other relevant provisions of the *Family Law Act 1975*.

8. That within seven (7) days of the payment pursuant to Clause 2 of this Agreement, the Wife do file and serve a Notice of Discontinuance of the proceedings commenced by her being No. BR [redacted] of [redacted] in the Family Court of Australia and both parties do all acts and things necessary to ensure that all Applications before the Family Court are dismissed and removed from the Pending Cases List.

Estate Provisions

9. This Deed shall be binding upon the heirs, executors, administrators and permitted assigns of the Husband and Wife respectively.

Costs and Stamp Duty

- 10.
- (a) The parties hereto shall each pay their own costs of and incidental to the drafting, preparation and execution of this Agreement;
 - (b) Any stamp duty payable on this Agreement or any document executed pursuant to this Agreement shall be paid by the transferee spouse;
 - (c) The parties shall promptly comply with all requisitions issued by the Office of State Revenue in relation to this Agreement or any document executed pursuant to or put into effect the terms and conditions of this Agreement. In default of either of the parties hereto complying with any requisitions so issued within fourteen (14) days of the date upon which any requisition issues, the party not in default shall be entitled to comply with any of the set outstanding requisitions and recover from the other party in default the costs and outlays incurred in complying with any of the said requisitions such cost

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to be calculated in accordance with the Family Law Rules on an indemnity basis.

Dispute Resolution

11. The Husband and Wife agree that all and any future disputes under this Agreement shall be determined by an approved arbitrator under the *Family Law Act*.

ACKNOWLEDGEMENTS:

12. The Husband acknowledges that before this Agreement was signed by him, as certified in Annexure "A" to this Agreement, he has been provided with independent legal advice by [REDACTED] practising at [REDACTED] in the State of [REDACTED] as to the following matters:

- (a) The effect of this Agreement on his rights;
- (b) Whether or not at the time when the advice was provided to him, it was to his advantage, financially or otherwise to make this Agreement;
- (c) Whether or not it was, at that time, prudent for him to enter into this Agreement; and
- (d) Whether or not, at the time, and in light of such circumstances as were, at that time, reasonably foreseeable, the provisions of this Agreement were fair and reasonable.

13. The Wife acknowledges that before this Agreement was signed by her, as certified in Annexure "B" to this Agreement, she has been provided with independent legal advice by [REDACTED] practising at [REDACTED] [REDACTED] in the State of [REDACTED] as to the following matters:

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Husband's Solicitor

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Wife's Solicitor

- (a) The effect of this Agreement on her rights;
- (b) Whether or not at the time when the advice was provided to her, it was to her advantage, financially or otherwise to make this Agreement;
- (c) Whether or not it was, at that time, prudent for her to enter into this Agreement; and
- (d) Whether or not, at the time, and in light of such circumstances as were, at that time, reasonably foreseeable, the provisions of this Agreement were fair and reasonable.

IN WITNESS WHEREOF each the Husband and the Wife have duly signed this Agreement as a Deed on the day appearing below.

SIGNED, SEALED AND DELIVERED by the)
 said [REDACTED] this) day of June 2001)
 in the presence of:)

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 SET OF 1001, AT 15

 Solicitor

SIGNED, SEALED AND DELIVERED by the)
 said [REDACTED])
 this) day of June 2001 in the presence of:)

 Solicitor

ANNEXURE "A"

CERTIFICATE FOR THE PURPOSES OF S. 90G OF THE
FAMILY LAW ACT 1975 AS AMENDED BY THE
FAMILY LAW AMENDMENT ACT 2000

1. [REDACTED], of [REDACTED] in the State of [REDACTED] hereby certify that:

1. I am a legal practitioner practising as a Solicitor.
2. I have provided [REDACTED] of [REDACTED] in the State of [REDACTED] with independent legal advice as to the effect of a Financial Agreement pursuant to s. 90C of the *Family Law Act*, in writing, proposed to be entered into between [REDACTED] and [REDACTED]. I have advised the said [REDACTED] independently of the other party and before he signed this Agreement as to the following matters:
 - (a) The effect of this Agreement on the rights of [REDACTED];
 - (b) Whether or not, at the time when the advice was provided, it was to the advantage, financially or otherwise, of [REDACTED] to make this Agreement;
 - (c) Whether or not, at that time it was prudent for that party to make the Agreement; and
 - (d) Whether or not, at that time and in the light of such circumstances as were, at that time, reasonably foreseeable, the provisions of the Agreement were fair and reasonable.

DATED the [REDACTED] day of June 2001.

[REDACTED]

ANNEXURE "B"

CERTIFICATE FOR THE PURPOSES OF S. 90G OF THE
FAMILY LAW ACT 1975 AS AMENDED BY THE
FAMILY LAW AMENDMENT ACT 2000

I, [REDACTED], of [REDACTED] in the State of [REDACTED] hereby certify that:

3. I am a legal practitioner practising as a Solicitor.
4. I have provided [REDACTED] of [REDACTED] in the State of Queensland with independent legal advice as to the effect of a Financial Agreement pursuant to s. 90C of the *Family Law Act*, in writing, proposed to be entered into between [REDACTED] and [REDACTED]. I have advised the said [REDACTED] independently of the other party and before she signed this Agreement as to the following matters:
 - (e) The effect of this Agreement on the rights of [REDACTED];
 - (f) Whether or not, at the time when the advice was provided, it was to the advantage, financially or otherwise, of [REDACTED] to make this Agreement;
 - (g) Whether or not, at that time it was prudent for that party to make the Agreement; and
 - (h) Whether or not, at that time and in the light of such circumstances as were, at that time, reasonably foreseeable, the provisions of the Agreement were fair and reasonable.

DATED the [REDACTED] day of June 2001.

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[REDACTED]

FURTHER ACKNOWLEDGMENTS

I, [REDACTED] acknowledge that after the Financial Agreement between myself and [REDACTED] dated [REDACTED] day of June 2001, was signed by me and by her, the original of the said Agreement was given to me.

Dated the [REDACTED] day of June 2001

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[REDACTED]

I, [REDACTED] acknowledge that after the Financial Agreement between myself and [REDACTED] dated [REDACTED] day of June 2001, was signed by me and by him, a copy of the said Agreement was given to me.

Dated the [REDACTED] day of June 2001

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[REDACTED]