

ANNEXURE "A" PARENTING ORDERS

1. The child of the marriage, Joe Boggs born 14.02.89 and now aged 17 years, have contact with the Husband from time to time as agreed between the Husband the Wife and the child.
2. The Husband have liberal and flexible contact with the child from time to time as arranged with the child and with the Wife, in addition to the periods of residence as set out above.
3. Each of the parties may travel with the child, or send the child for the purposes of travel with that particular party, from Australia to a place outside Australia, for the purposes of holidays or visits for a period not exceeding six weeks, after which time that party must cause the child to be returned to Australia.
6. The child resides with the Wife during all times except those when the children resides with the Husband.
7. The wife take all steps desirable to cause the schooling authorities and school teachers to provide to the Husband school reports in relation to the child, and other information and contact from time to time, and further that the Wife provide to the Husband copies of any letters or notes or reports received by her relating to the child from his school(s)
8. The Court notes that it is the intention of the parties that the husband will provide support for Joe throughout his tertiary degree for so long as he continues to reside with the wife, utilizing the child support agency scale as to the relevant level of such financial support.

ANNEXURE B PROPERTY ORDERS

11. If it is the wish of the wife to take the former matrimonial home for herself, in the event that the wife complies strictly in all respects with orders 13 to 15 but not otherwise, she shall have elected to take cause the former matrimonial home situate at 16 Harrison Street, Maryville, known as Folio Identifier 1/123456 ("the home") for herself, ("the election") and in that event but not otherwise, orders 16 to 19 shall apply and orders 13 to 15 shall not apply.
12. In the event that the wife does not comply strictly in all respects with orders 13 to 15, even if she shall have partly complied and/or purported to make the election, then provided that the husband serves the notice referred to in order 16 to 18 the orders 13 to 15 shall no longer apply and orders 16 to 18 shall apply in their stead.
13. In the event of the election , within 8 weeks of the date of these orders the Wife shall pay or allow to the Husband an amount which is \$75,000 and additionally he shall be paid by her as soon as it is available from income she would otherwise receive for herself under order 20 the two amounts of \$15,000 plus the amount of the accountants estimate as set out in order 30, plus interest on both of those amounts such interest at the rate set out from time to time pursuant to the rules of the Family Court.
14. In the event of the election, the wife must advise of her intention by delivering written notice to that effect to the Husband at the office of his family law solicitor within 10 days of the date of these orders.
15. In the event that there is no valid election, or that the wife does not comply strictly with the provisions thereof, the husband may thereafter deliver written notice to the effect that he confirms his recognition of the effect of orders 16 to 18 herein to the wife at the office of her family law solicitor. Thereafter each party shall forthwith, to the extent not then already done, take all steps necessary or desirable to cause compliance with those orders.
16. Each party do all acts and things and take all steps necessary or desirable to cause the home to be sold as soon as possible for \$550,000 and in the event that no exchange has taken place by 5pm on 7<sup>th</sup> July 2006, to be put to auction, at a reserve price to be agreed upon between

the parties and failing such agreement to be set by the then president of the Real Estate Institute of New South Wales, on settlement (“settlement”) the proceeds of the sale to be disbursed as follows:

- .1 in payment of reasonable agents commission and expenses of the auction;
- .2 in payment of reasonable legal costs and disbursements on sale;
- .3 in reimbursement to either party for any reasonable expenditures undertaken by that party with the prior consent of the other party, on expenses for the auction;
- .4 in discharge of any balance of mortgage then remaining owing;
- .5 in payment to the husband of the accountants estimate if there is one, pursuant to order 30 below.
- .6 in payment or alternatively reimbursement to the Family Law solicitors of each of the parties, for costs incurred arising from these orders and the dealings leading up to and incidental to those.
- .7 the remaining balance to be divided in favor of the Wife in proportions of 275/360ths and in favor of the Husband as to the remainder of 85/360ths.

17. In the event that the home is not sold as a result of the auction, each party do all acts and things and take all steps necessary or desirable to cause within 12 weeks of the date of the initial auction, the home to be put to auction at a reserve price to be agreed upon between the parties and failing such agreement to be 8% lower than the reserve price for the initial auction, the proceeds of sale to be disbursed as set out in the order above.
18. In the event that the home is not sold as a result of the steps required in the orders above, each party do all acts and things and take all steps necessary or desirable to cause thereafter repeated auctions to take place within 20 weeks, at a reserve price to be agreed upon between the parties and failing such agreement to be 7% lower than the reserve price for the previous auction, the proceeds of sale to be disbursed as set out in order 16 above.
19. The Wife have exclusive right of occupation of the home until settlement, during which time she shall make payment as and when such debts fall due, of:
  - .1. contents insurance;

- .2 property insurance including fire insurance;
- .3 mortgage payments at the current rate (however this suborder 19.3 shall not apply in the event that the husband ceases to make payments of spousal support and child support at the current rate.

and further she shall during that period undertake reasonable maintenance of the property and meet the costs from time to time of doing so, as and when they fall due.

- 24. At the time of settlement, the Husband pay to the Wife, or set off against any amounts receivable by her pursuant to these Orders, an amount equal to half the nett value of his interest in any superannuation Trust fund.
- 25. At the time of settlement, the Wife pay to the Husband, or set off against any amounts receivable by him pursuant to these orders, an amount equal to half the nett value of her interest in any superannuation trust fund.

ANNEXURE B PROPERTY ORDERS

28. Each party do all acts and things and take all steps necessary or desirable to cause at settlement the interest of the husband in investment real estate situate at 102 North Street, New Lambton in New South Wales, known as 1/SP123456 ("the New Lambton apartment") to be transferred to the Wife.
29. The wife do all things necessary or desirable to cause, simultaneous with settlement, the present mortgage over the New Lambton apartment to be entirely discharged, at her cost.
30. The husband do all acts and things and take all steps necessary or desirable to cause, prior to one week before settlement, his accountant to provide to both parties an estimate of any taxes or other such costs which will be incurred by him as a result of the transfer of the New Lambton apartment as set out in the order above ("the accountant's estimate")
31. In the event that the accountants estimate shows taxes or other costs, the order number 16 shall be varied to include an additional sub-order between the current sub-orders numbered .5 and .6 the additional sub-order to read "payment to the husband of any amount estimated by his accountant to be payable by him, pursuant to order 31.

ANNEXURE B PROPERTY ORDERS

20. The husband do all acts and sign all necessary documents and issue all appropriate instructions to cause the full gross value of any dividends payable from the date of settlement and for so long as the husband is entitled is entitled to the dividends of those shares or so many as base an entitlement, from 1000 of the shares he presently holds in [NAME] Pty Limited (ACN [NUMBER]), (“the Husband’s current employer”), to be payable to the Wife.
21. In the alternative to the order above, the husband cause the full value of any dividends payable to him from the date of settlement and for so long as the husband is entitled to such dividends, from 1000 of shares he presently holds in the Husband’s current employer, after receipt of such dividends by him, and after allowance for taxation payable on such receipt.
22. It is noted that in the event that at some time in the future the husband becomes disentitled to dividends from shares he at the time holds in the husband’s current employer, the wife also shall at the time become disentitled to dividends, in the same proportion as she will be by these orders entitled to dividends on 1000, against the remaining 2,090 the earnings to which the husband will remain entitled at this time.
23. It is noted that in the event that some time in the future the husband is required to divest himself of shares he at that time holds in the husband’s current employer, he shall do so divesting himself of those shares to which the wife has become entitled to dividends by these orders, in the same proportion as her entitlement to 1000 against the remaining 2,090 which the husband will continue to hold at this time, irrespective of the number of shares which may be held by the husband at the relevant time.

ANNEXURE B PROPERTY ORDERS

26. The wife be declared the sole owner of the Commodore station wagon motor car (registration number [?]) presently in the control of the Wife and driven by her.
27. The wife be declared the sole owner of the Hyundai [ ] motor car (registration number [?]) presently in control of the adult son of the parties and driven by him.

ANNEXURE B PROPERTY ORDERS

34. Subject to these orders, to the extent that either party shall presently have any estate or interest whether actual, contingent, prospective or otherwise, and whether as owner, beneficiary or otherwise, in any real or personal property, including any interest in any insurance policy or superannuation fund or benefits attaching to the employment or business interests of either party or otherwise, all such interests and property shall become the sole and absolute property in law and in equity of the party in whose name the same shall stand as at the date of these orders.
  
35. Should either party refuse neglect or fail to take any action or to execute any instrument or document necessary or desirable to give full force and effect to any of these orders, a registrar of the court shall thereby be empowered to execute any such instrument or document on behalf of that party and to do all acts and things necessary or desirable to give validity and speedy operation to these orders.

NOTED THAT

- C. These are not orders to which section 77A of the Family Law Act applies in that it is not a purpose of these orders to make provision for the maintenance of either the husband or the wife.
- D. So far as is practicable these orders will finally determine the financial relationship between the husband and the wife so as to avoid proceedings between them with respect to financial matters.

FAMILY LAW ACT

[s 106A] Execution of instruments by order of court

106A

(1) If:

- (a) an order under this Act has directed a person to execute a deed or instrument; and
- (b) that person has refused or neglected to comply with the direction or, for any other reason, the court considers it necessary to exercise the powers of the court under this subsection;

the court may appoint an officer of the court or other person to execute the deed or instrument in the name of the person to whom the direction was given and to do all acts and things necessary to give validity and operation to the deed or instrument.

(2) If:

- (a) a provision of a maintenance agreement that has been registered under section 86 or approved by a court under section 87 requires a person to execute a deed or instrument; and
- (b) that person has refused or neglected to comply with that provision of the maintenance agreement or, for any other reason, the court considers it necessary to exercise the powers of the court under this subsection;

the court may appoint an officer of the court or other person to execute the deed or instrument in the name of the person required by that provision of the maintenance agreement to execute the deed or instrument and to do all acts and things necessary to give validity and operation to the deed or instrument.

(3) The execution of a deed or instrument by a person appointed under this section to execute that deed or instrument has the same force and validity as if the deed or instrument had been executed by the person directed by an order referred to in paragraph (1)(a), or required by a provision of a maintenance agreement referred to in paragraph (2)(a), to execute it.

(4) The court may make such order as it considers just as to the payment of the costs and expenses of and incidental to the preparation of the deed or instrument and its execution.

[s 106A insrt Act 143 of 2000 s 3 and Sch 3 item 80 effective 27 December 2000]

APPLICATION – BRISBANE /CANBERRA REGISTRIES

Orders sought:

1. An order for settlement of property and spousal maintenance as this Court deems just and equitable once full disclosure has been made.
2. Such further and other Orders that this Court deems meet.