

DATED this 16 day of November 2017

BETWEEN:

MARK KELVIN DONALDSON

"Mark"

AND:

BEVERLY JANE DONALDSON

"Beverly"

FINANCIAL AGREEMENT AND SUPERANNUATION AGREEMENT

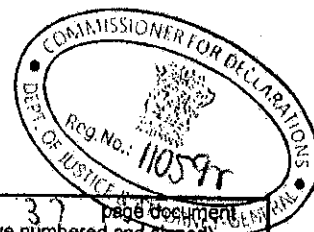
Pursuant to Part VIIIA and Section 90C, Section 90E AND Section 90MH of
the Family Law Act 1975

<input type="checkbox"/> Original	Mark's copy
<input type="checkbox"/> Duplicate	Beverly's copy



O'KEEFE MAHONEY BENNETT
Level 1, 9 Seabank Lane
Southport Qld 4215
Ph: (07) 5555 0000
Fax: (07) 5555 0055
Matter No: 121636

This is to certify that this 37 page document
(each page of which I have numbered and signed)
is a true copy of the original 37 page
document that I have sighted.
Date 17 November 2017
Signed *[Signature]*
Full Name Katherine Michelle Stone
Title/Qualification C. Dec.



K	The property, liabilities and financial resources of Mark and Beverly are set out in Schedule 1 to this Agreement.
L	Mark and Beverly confirm that Schedule 1 fully and accurately discloses the identity, nature and estimated value of their joint and separate assets, liabilities and financial resources up to and including the date of this Agreement.
M	Mark and Beverly have sufficient personal awareness of each other's financial affairs and circumstances to be confident of the extent and accuracy of disclosure of each other's financial affairs and circumstances at the time of entering into this Agreement. Mark and Beverly confirm they are confident of the disclosure contained in the schedules attached to this Agreement
N	The parties agree that they are not aware of any items of property, whether real or otherwise which are in dispute between them, which have been omitted in the Schedule of the other spouse as at the time of entering into this Agreement.
O	The property, liabilities and financial resources of Mark after the settlement date of this Agreement are set out in Schedule 2 to this Agreement.
P	The property, liabilities and financial resources of Beverly after the settlement date of this Agreement are set out in Schedule 3 to this Agreement.
Q	<p>This Agreement is a Financial Agreement pursuant to Section 90C and 90E of the <i>Family Law Act</i>, and deals with the following matters:</p> <p>(a) How all or any of the financial resources of either or both spouse parties at the time when this Agreement is made, or in a later time and during the marriage, is to be dealt with; and</p> <p>(b) The maintenance of either of the spouse parties.</p>
R	<p>Mark states that prior to the signing of this Agreement, he received independent legal advice from his legal practitioner as to the following matters:-</p> <p>(i) the effect of this Agreement on his rights; and</p> <p>(ii) the advantages and disadvantages, at the time that the advice was provided, to him of making the Agreement.</p>
S	<p>Beverly states that prior to the signing of this Agreement, she received independent legal advice from her legal practitioner as to the following matters:-</p> <p>(iii) the effect of this Agreement on her rights; and</p> <p>(iv) the advantages and disadvantages, at the time that the advice was provided, to her of making the Agreement.</p>
T	The parties agree to enter into this agreement under the provisions of Section 90C, Section 90E and Section 90MH of the Act, and notwithstanding Section 41 and 42 of the <i>Succession Act 1981 (Qld)</i> , to guarantee to each other, that they will not make a later Family Provision claim against the estate of a deceased party save for that

	which indemnifies either party and/or the children they are survived by in the event of the relevant party being deceased prior to full and final settlement of the terms and conditions of this Financial Agreement and Superannuation Agreement..
U	Mark and Beverly have received and understood the advice of their legal advisors and understand and appreciate that the same will operate in complete bar and discharge of any Application by either of them against the other in relation to the alteration of property interests, superannuation and maintenance.
V	Mark and Beverly have each fully disclosed and discussed with each other, the nature and extent of his or her financial circumstances and have had access to expert accounting and other financial advice in negotiation of this agreement.
W	Mark and Beverly intend this Agreement to create a legal and enforceable Agreement between them.
X	Mark and Beverly intend that this is an Agreement made under Section 90C and Section 90E of the Act and applies to all financial matters between the parties, including other property and financial resources that both of them now have which are able to be dealt with and how the maintenance rights of them are also to be dealt with, and it is intended to operate in relation to all those matters in substitution for the rights of the parties under the Act.
Y	While this Agreement is intended to operate and does only operate in regard to the existing rights of the parties, and particularly those rights arising under the Act, each party has entered into this Agreement and accepts changes in the legal position of the other for their detriment as well as for the benefit of each of them on the basis that it is the firm intention of each party that, notwithstanding any change of the law in future, neither Mark or Beverly will make any further claim against the other or their estate arising out of the fact that they have been married to each other.
Z	Mark and Beverly have been advised by their respective legal advisors of the provisions of and the meaning of Part VIIIA of the Act.
AA	No other agreements are in force between Mark and Beverly under Part VIIIA or Part VIIIB of the Act or at all in relation to the matters referred to in this Agreement.
BB	<p>Both parties are satisfied that the terms of this Agreement are just and equitable in view of:-</p> <p>(i) the financial circumstances of each of them including but not limited to:-</p> <ol style="list-style-type: none"> loss of employment for either or both of the parties; either party having vastly superior income or earning capacity to the other party; the prospect of obtaining more lucrative employment for each or both parties; and/or either party becoming entitled to an income tested pension, benefit or allowance <p>(ii) the duration of the marriage;</p>

	<p>(iii) the contribution of each of them to the property both financial and non financial;</p> <p>(iv) the financial resources of the parties or either of them; and</p> <p>(v) the possibility of change in circumstances such as (but limited to):-</p> <ol style="list-style-type: none"> reconciliation; re-marriage of either party; serious injury or illness or disability, either temporary or permanent, of either or both parties; death; significant increase or decrease in the value of assets owned by each of them; and/or the loss of any or all of the property and financial resources listed in the Schedules to this Agreement.
CC	Mark has not sought to advise, guide, direct, control or pressure Beverly into accepting the terms of this Agreement, nor sought that Beverly rely upon his trust or confidence.
DD	Beverly has not sought to advise, guide, direct, control or pressure Mark into accepting the terms of this Agreement, nor sought that Mark rely upon her trust or confidence.
EE	Mark and Beverly acknowledge that valuations in some cases are a matter of opinion and not an exact science and accordingly there may be differences of opinion as to the value of some property. These differences shall not affect the enforceability of this Agreement.
FF	This Agreement contains the entire understanding and agreement of the parties. Each party specifically acknowledges, represents and warrants that no representations, warranties, agreements or undertakings outside this Agreement have been made to either party or induced the making of this Agreement. No other document or oral agreement has any force or effect except for any document required to be executed for the purposes of this Agreement.
GG	The parties undertake to each other that they have sought in good faith to enter into this Agreement to avoid any future expenses associated with litigation or proceedings. This Financial Agreement is expressly intended to oust the jurisdiction of the Court in favour of this private resolution between the parties.
HH	Neither Mark or Beverly have entered into any prior Financial Agreement under Part VIIIA or Part VIIIB of the Family Law Act, either between the parties, or with any other person/s, at the time of entering into this Agreement.
II	The parties have not entered into a Binding Superannuation Agreement in relation to the superannuation interests of either party prior to entering into this Agreement.

[Handwritten signatures and initials]
 page 5 of 37

JJ	Neither party is currently bankrupt or currently a debtor in bankruptcy proceedings started by either a creditor's petition or a debtor's petition or a debtor subject to a personal insolvency agreement.
KK	By signing this Agreement the parties hold the belief that having regard to all circumstances known to each party at the time of entering into this Agreement, this Agreement to their satisfaction is equitable, proper and reasonable
LL	Both parties agree that should either party elect to challenge the validity of this Agreement and fall in any such proceeding, that party shall agree to pay the full costs of the other party on an indemnity basis. The costs are to be taxed at the expense of that party and all associated costs of taxation are to be paid by that party.
MM	This Financial Agreement is also a Superannuation Agreement for the purposes of Part VIIIB of the Family Law Act, and specifically, as defined in section 90MD and section 90MH of the Act, and made under section 90C of the Act. A Superannuation Fund Summary Reconciliation is attached and marked as Schedule 4 to this Agreement.
NN	The parties have agreed to finalise all disputes in respect of superannuation, and in particular, disputes as to their respective rights to any adjustment pursuant to Part VIIIB of the Act, via the provision on this Agreement.
OO	Beverly will receive a rollover of her entitlements in the parties self-managed superannuation fund into her own fund, BJ Arnott Self-Managed Super Fund
PP	Mark will retain his entitlements in the parties self-managed superannuation fund.
QQ	Beverly acknowledges that prior to signing this Agreement, she was provided with a signed Statement from her legal practitioner, a copy of which is Annexed to this Agreement and marked Annexure B.
RR	Mark acknowledges that prior to signing this Agreement, he was provided with a signed Statement from his legal practitioner, a copy of which is Annexed to this Agreement and marked Annexure A.
SS	Beverly acknowledges that prior to signing this Agreement, she was provided with a copy of the signed Statement of Mark's solicitor that is Annexed to this Agreement and marked Annexure A.
TT	Mark acknowledges that prior to signing this Agreement, he was provided with a copy of the signed Statement of Beverly's solicitor that is Annexed to this Agreement and marked Annexure B.

1. Operative Provisions

In order to give effect to the above intentions, the parties hereto covenant with each other as provided in this Agreement.

1.1 Definitions

In this Agreement unless the context otherwise necessarily requires:-

Act means the *Family Law Act 1975 (Cth)*

Agreement means this Financial Agreement as defined in sub-section 4 (1) of the Act and for the purposes of Section 90C and Section 90E of the Act.

Annexures means the documents that will be affixed to this Financial Agreement immediately upon execution of the Financial Agreement for the future reference of the parties, and which shall form part of the Financial Agreement.

Beverly's separate property means the property, liabilities and financial resources of Beverly after the settlement date of this Agreement and set out in Schedule 3 to this Agreement.

Binding Superannuation Agreement means a Binding Financial Agreement under the provisions of Part VIIIB of the Family Law Act.

Confidential Information means the terms of this agreement and/or confidential information, material and technology disclosed or provided in any form by any party to any other party in connection with the subject matter of this agreement.

Donaldson Investments means the company Donaldson Investments (Qld) Pty Ltd ACN 139 792 751 749 having its registered office at C/- Michael Ellis & Associates Unit 1 57 Township Drive Burleigh Heads Old 4220, and principal place of business at 88 North Quay Circuit Hope Island Old 4212 of which Beverly and Mark are both Directors and the shareholders are Mark and Beverly with sixty (60) Ordinary Shares each.

Donaldson Investment Trust means the Discretionary Trust of that name established by Deed of Trust (undated) in which the Settlor is Damien Thomas McKern, the settled sum is One Hundred Dollars (\$100), the Trustee is Donaldson Investments Pty Ltd ACN 139 792 751 749, the Primary Beneficiary and Principal is Beverly and Mark is a Secondary Beneficiary.

Donaldson Superannuation Fund means the self-managed superannuation fund of the established Deed of Trust with Donaldson Investments as the Trustee and Mark and Beverly as members.

Family Law Act means the *Family Law Act 1975 (Commonwealth) (As Amended)*.

Family Law Regulations means the *Family Law Regulations 1984 (Commonwealth)*.

Family Law Rules means the *Family Law Rules 2004 (Commonwealth)*.

Financial Agreement means this Financial Agreement as defined in sub-section 4 (1) of the Act and for the purposes of Section 90C and Section 90E of the Act.

Former Matrimonial Home means the property situated at 88 North Quay Circuit, Hope Island in the State of Queensland in the joint names of Mark and Beverly and described as Lot 1025 on SP272922.

Foxwell Road Property means the land situated at Foxwell Road, Coomera described as Lot 901 on SP285238 comprising 10,770 square metres valued as an unimproved lot but which land is in the course of being improved and developed by Mark at Mark's cost.

Game On Donaldson's means the company Game On Donaldson's Pty Ltd ACN 139 793 749 having its registered office at C/- Michael Ellis & Associates Unit 1 57 Township Drive Burleigh Heads Old 4220, and principal place of business at 88 North Quay Circuit Hope Island Old 4212 of which Beverly is the sole director and the shareholders are Liberty Developments (Qld) Pty LTD ACN 132 595 709 with sixty (60) A Class shares, Donaldson Investments (QLD) PTY LTD ACN 139 792 751 with sixty (60) B Class shares, and Mark and Beverly with sixty (60) Ordinary Shares each.

Joint Property means all property, resources and interests (if any) listed in Schedule 1.

Liberty Developments means the company Liberty Developments (Qld) Pty Ltd ACN 132 595 709 having its registered office at C/- Michael Ellis & Associates Unit 1 57 Township Drive Burleigh Heads Old 4220, and principal place of business at 88 North Quay Circuit Hope Island Old 4212 of which Beverly and Mark are Directors, Beverly is the Secretary and the shareholders are Beverly and Mark with sixty (60) Ordinary Shares each, and which carries on the business of civil land development.

Liberty Homes means the company Liberty Homes (Old) Pty. Ltd. ACN 051 770 015 having its registered office at C/- Michael Ellis & Associates Unit 1 57 Township Drive Burleigh Heads Old 4220, and principal place of business at 88 North Quay Circuit Hope Island Old 4212 of which Mark is the sole Director and the only shareholder, owning one (1) Ordinary Share beneficially and one (1) Ordinary Share non-beneficially and which carries on the business of building and construction.

Participating jurisdiction means a participating jurisdiction under the provisions of the Family Law Act.

Part VIIIA Agreement means a Financial Agreement under the provisions of Part VIIIA of the Family Law Act.

Part VIIIB Agreement means a Financial Agreement under the provisions of Division 4 of Part VIIIB of the Family Law Act.

Property means real and personal property, as well as financial resources including superannuation and trusts, of every description whether situated in Australia or elsewhere and includes any real estate interest or profit whether present or future vested or contingent arising out of or incidental to any such real or personal property and the deemed property and financial resources of a party including, without limitation, the property and financial resources described in the Schedules to this Agreement.

Mark's separate property means the property, liabilities and financial resources of Mark after the settlement date of this Agreement and set out in Schedule 2 to this Agreement.

Separated means living separately and apart, and the parties may be held to have separated notwithstanding that the cohabitation was brought to an end by the action or conduct of one only of the parties, and/or that the parties have continued to reside in the same residence or that either party has rendered some household services to the other as may be the case.

Separation Declaration means a separation declaration within the meaning of section 90DA of the Act.

Separate superannuation means:-

- (i) For Mark, any superannuation interests set out in Schedule 2B and any further superannuation interest resultant from, rolled over to, produced by or acquired with the income, proceeds, conversion, any change in value or further payment to or by any other dealing with the same.
- (ii) For Beverly, any superannuation interests set out in Schedule 3B and any further superannuation interest resultant from, rolled over to, produced by or acquired with the income, proceeds, conversion, any change in value or further payment to or by any other dealing with the same.

Schedule/s means the documents which will be affixed and form part of this Financial Agreement at execution.

Separation Declaration means a Separation Declaration within the meaning of Section 90DA of the Act.

Spouse parties means Mark and Beverly.

Stage 6 means stage 6 of the development carried out by Liberty Developments on land owned by Mark at the corner of Kufstein and Garden Street, Coomera from Lot 103 on SP 276874 comprising 9 remaining Units constructed by Liberty Homes from a 14 Unit development situated at the corner of Kufstein and Garden Street, Coomera developed with each Unit having an estimated sale value of \$400,000.

Stage 7 means stage 7 of the development carried out by Liberty Developments on land owned by Mark situated at Jotown Drive, Coomera being Lot 105 on SP282993 upon which Liberty Homes will construct and sell 48 units.

Succession Act means the *Succession Act 1981* (Qld) as amended ("Succession Act").

The Act means the *Family Law Act 1975* (Commonwealth) (As Amended).

The parties means the spouse parties being the parties to this Agreement together with their Executors, Administrators and permitted assigns.

The relationship means the relationship of the spouse parties and being the period during which the spouse parties lived together as husband and wife.

2. Interpretation

2.1 In this agreement unless the content clearly indicates otherwise:-

- (a) a reference to this agreement or other document means this agreement or that other document and any document which varies, supplements, replaces, assigns or negates this agreement or that other document;
- (b) a reference to legislation or a legislative provision includes any statutory modification, or substantiation of that legislation or legislative provision and any sub-ordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a body or authority which ceases to exist is a reference to either a body or authority that the parties agree to substantiate for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the introduction, a clause, schedule, or annexure, is a reference to the introduction, a clause, a schedule or an annexure to or of this agreement;

MD
page 9 of 37
10
12
13

- (e) clause headings are inserted for convenience only and do not form part of this agreement;
- (f) the introduction, recitals schedules (if any) and annexures (if any) form part of this agreement;
- (g) the introduction and recitals accurately sets out the circumstances in which the parties have entered into this agreement;
- (h) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the crown or any other organisation or legal entity;
- (i) a reference to a natural person includes their personal representatives, successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this agreement;
- (k) a requirement to do anything includes a requirement to cause that thing to be done and a requirement not to do anything includes a requirement to prevent that thing being done;
- (l) including and includes are not words of limitation;
- (m) the words "at any time" mean "at any time from time to time";
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) monetary amounts are expressed in Australian dollars (a reference to dollars or \$ is to Australian currency unless otherwise stated);
- (p) the singular includes the plural and vice versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither the agreement or any part of it is to be construed against a party on the basis that the party or his/her lawyers were responsible for its drafting.

3. Effect of this Agreement

- 3.1 In the following Clauses reliance is placed on the above recitals.
- 3.2 It is the expressed intention of the parties to enter into this Agreement to oust the jurisdiction of the Court in the determination of their property interests within the scope of this Agreement.
- 3.3 This Agreement shall be binding upon the heirs, executors, administrators and assigns of each spouse party respectively.
- 3.4 Both spouse parties will do all acts and things, sign all documents and give all consents necessary to give force to and effect to this Financial Agreement.
- 3.5 This is a Financial Agreement pursuant to the provisions of Section 90C and Section 90E of the Act and a superannuation agreement pursuant to the provisions Part VIIIB Section 90MH of the Act and is executed by the parties in the form of an agreement.
- 3.6 Mark and Beverly agree and acknowledge that this Agreement is made in substitution of their respective rights:-
 - (a) under the Act to make a claim for:-
 - (b) adjustments of interests in property, financial resources or liabilities;

MP *page 10 of 37* *D* *R*

- (i) adjustments of interests in superannuation;
- (ii) spousal maintenance; and/or
- (iii) under the *Succession Act (Qld) 1981*.

4. Division of Assets and Liabilities

Former Matrimonial Home

- 4.1 That within thirty (30) days of Beverly receiving the transfer from Mark of Units 8 11 and 13 from Stage 6 to her pursuant to Clause 4.22 below ("the FMH Transfer date"), or other date as agreed by the parties, Beverly shall forthwith transfer to Mark all her right title and interest in the Former Matrimonial Home and that both parties shall sign all instruments and documents and do all things necessary to effect such transfer ("the FMH Transfer") and for that purpose Mark shall prepare at his expense and procure and deliver to Beverly a transfer in registrable form.
- 4.2 That pending the transfer of the Former Matrimonial Home, Mark have sole right to occupy the Former Matrimonial Home and that during such right of occupation, Mark shall pay all rates and taxes and like outgoings of the real property as they fall due / are incurred for and in the period of the said sole occupancy.
- 4.3 That pending the transfer of the Former Matrimonial Home, the parties hold their respective interests in the real property upon trust pursuant to this Agreement and that neither party encumber the real property without the consent of the other party in writing.

Motor Vehicles, Furniture & Shares

- 4.4 Mark and Beverly agree that Mark will retain the 2011 Toyota Sahara Landcruiser motor vehicle registration number GAMEON and Beverly will do all acts and things, pay all fees and sign all documents as may be necessary to transfer to Mark all her right, title and interest in the vehicle.
- 4.5 Mark and Beverly agree that Beverly will retain the 2015 Mazda 6 motor vehicle registration number 847VOS , and Mark will do all acts and things and sign all documents as may be necessary to transfer to Beverly all his right, title and interest in the vehicle.
- 4.6 Mark and/or Liberty Homes/Liberty Developments will be responsible for the cost of maintenance, servicing, repair and roadworthiness of Beverly's motor vehicle until such time as full and final settlement of payments to Beverly is made under this Agreement. Once the conditions of payment are fulfilled Beverly will become responsible for all such costs.
- 4.7 Mark and Beverly agree that Mark will retain all furniture and furnishings in his possession and/or situated in the Former Matrimonial Home at the date of this agreement.
- 4.8 Mark and Beverly agree that Beverly will retain all furniture and furnishings currently in her possession at the date of this agreement.

Business Interests

4.9 That within thirty (30) days of the date of this Agreement, Beverly will execute all deed and instruments necessary to:

- (a) Transfer to Mark her entire shareholding in Liberty Developments, Donaldson Investments and Game on Donaldson's.
- (b) Resign as director or other office bearer of Liberty Developments, Donaldson Investments and Game on Donaldson's.
- (c) Transfer and otherwise relinquish to Mark any and all of her right title or beneficial interests in and to Liberty Homes, Liberty Developments, Donaldson Investments and Game on Donaldson's and the bank and loan accounts of those companies and Trusts and do all acts and things and sign all documents necessary to be removed as a signatory on all bank and loan accounts of Liberty Homes, Liberty Developments, Donaldson Investments and Game on Donaldson's. Both parties will do all acts and things and sign all documents necessary to give validity and operation to the transfers, resignations and relinquishments of Beverly's interests in Liberty Homes, Liberty Developments, Donaldson Investments, and Game on Donaldson's ("the company transfers"). That as of and from the date of the company transfers, Mark shall indemnify and keep Beverly indemnified in respect of all or any current and future liability in relation to the said companies and the said loan accounts. Following all documentation being signed, Beverly agrees not to operate any bank accounts in the name of Liberty Homes, Liberty Developments, Donaldson Investments or Game on Donaldson's. That Mark retain all of his shareholding in Liberty Homes, Liberty Developments, Donaldson Investments or Game on Donaldson's and will remain as a sole director of those companies.

4.10 That in relation to the Westpac Visa Card number 169599 in the name of Liberty Homes :-

- (a) Beverly agrees that she will cease using this credit card immediately; and
- (b) Mark will have sole use of the credit card and debt incurred on the credit card.



Trusts

4.11 That upon signing this Agreement, Beverly will relinquish all her beneficial entitlements, or right, title or interest in the Donaldson Investment Trust and both parties agree to execute any Deed of Variation removing Beverly as a Primary Beneficiary in the Trust with Mark to pay all expenses involved with the removal of Beverly as a Beneficiary in the Trust.

4.12 Mark will be responsible for any liability whether past, present or future, howsoever arising out of involvement in the Donaldson Investment Trust including any tax, duty or impost, if any, on any income earned or deemed to have been earned by them in relation to the said interest

4.13 That within thirty (30) days from the date of this Agreement, Beverly do all acts and sign all documents as are necessary to transfer all her right, title and interest in the following to Mark at the expense of Mark:

- (a) Loan accounts in the Donaldson Family Trust.
- (b) Allocated but undistributed profits in the Donaldson Family Trust.
- (c) Undistributed profits in the Donaldson Family Trust.

 
page 12 of 37

- (d) Relinquish all beneficial entitlements and/or loan accounts in the Donaldson Family Trust in favour of Mark.
 - (e) Transfer to Mark any debt or debts owing to the parties either jointly or severally by the Donaldson Family Trust.
- 4.14 Mark will prepare and provide to Beverly at his expense (if any) any documentation required to give effect to this Clause.

Superannuation

- 4.15 That this Clause of this Agreement is a *Binding Superannuation Agreement* made under the provisions of Part VIIIB of the Family Law Act and is binding on the trustee of the Donaldson Superannuation Fund ("the fund");
- 4.16 That within thirty (30) days from the date of this Agreement Mark and Beverly will do all such acts and things and sign all necessary documents, including but not limited to the signing of trustee minutes, rollover requests and related documents, that may be necessary to rollover or transfer the entitlements of Beverly in the Donaldson Superannuation Fund to another complying superannuation fund of Beverly's choice known as BJ Arnott Self-Managed Super Fund.
- 4.17 That both Mark and Beverly are agreed as to the superannuation entitlements to be distributed to each party as set out in the Donaldson Superannuation Fund Summary Reconciliation in Schedule 4 to this Financial Agreement and Superannuation Agreement on signing of this agreement and recorded at Schedules 2B and 3B respectively.
- 4.18 That after Beverly's entitlements in the Donaldson Superannuation Fund have been rolled over or transferred to another complying fund, the parties shall forthwith do all acts and sign all documents as are necessary to remove Beverly as a member and beneficiary of the fund, to transfer to Mark her shareholding in the Trustee company Donaldson Investments (if that has not already occurred), and to be removed as a Director of the Trustee company
- 4.19 For those purposes the parties shall do all things necessary and bear any costs equally to:
- (a) amend any trust deed;
 - (b) instruct any trustee;
 - (c) rollover any benefits;
 - (d) transfer any shares;
 - (e) resign as director or other office holder;
 - (f) comply with applicable legislation;
 - (g) instruct any accountant; and
 - (h) do any other act or thing as may be necessary to implement this Agreement.
- 4.20 That otherwise, Mark retain his own interest in any superannuation funds in his name or possession at the time of this Agreement to the exclusion of Beverly such that Beverly

MD
page 13 of 37

relinquishes all right title and interest to any superannuation fund belonging to Mark (including the Donaldson Superannuation Fund).

- 4.21 That Beverly retain her own interest in any superannuation funds in her name or possession at the time of this Agreement to the exclusion of Mark such that Mark relinquishes all right title and interest to any superannuation fund belonging to Beverly.

Payment of Settlement Sum to Beverly

- 4.22 **Mark and Beverly acknowledge and agree that Mark will pay to Beverly a total sum of \$2,400,000 in consideration for the company transfers and the FMH Transfer ("the settlement sum").** The settlement sum is to be paid as follows:

- (a) Beverly will accept Unit 8, Unit 11 and Unit 13 from Stage 6 in lieu of \$1,200,000 of the settlement sum, and for that purpose Mark shall within thirty (30) days do all things necessary and sign all instruments and documents (including the preparation and execution of transfer documents) to effect the transfer of those Units to Beverly ("the Units transfer").
- (b) Upon settlement of the Units transfer to Beverly, Beverly will do all acts and things and sign all documents necessary to obtain an interest only loan in the amount of \$600,000 using the Units as security which loan Beverly will use to purchase another property for her to live in ("Bev's loan").
- (c) Mark agrees to make all of the repayments on Bev's loan (which will be interest only payments) until the loan is fully repaid as set out hereunder, and Beverly agrees to reimburse Mark for all of the repayments that Mark has made on Bev's loan, to be adjusted when Mark makes the final cash payment to Beverly of the settlement sum in 4.22(e)(ii) below.
- (d) Upon settlement of the sale of all of the Units in the first 8 Unit block of Stage 7, Mark will make further payments to Beverly of the settlement sum as follows:
 - (i) Mark will pay \$300,000 off Bev's loan; and
 - (ii) Mark will give Beverly \$300,000 in cash.
 - (iii) If a surplus in funds is produced following settlement of all of the sales, Mark will pay to Beverly a further sum in cash towards payment of the settlement sum, and the amount of any such further payment will be at the discretion of Mark.
- (e) Upon settlement of the sale of all of the Units in the second 8 Unit block of Stage 7, Mark will make further payments to Beverly of the settlement sum as follows:
 - (i) Mark will payout the balance remaining on Bev's loan in the amount of \$300,000; and
 - (ii) Mark will give Beverly \$300,000 in cash, less the adjustment to Mark for the repayments that he has made on Bev's loan under 4.22(c), and less any additional cash payment that Mark has given to Beverly under clause 4.22(d)(iii).
- (f) If the Stage 7 development proceeds profitably, and the opportunity arises for Mark to payout the balance of the settlement sum owing to Beverly at an earlier time, then Mark is free to do so at his discretion.

- 4.23 In order to provide security to Beverly for the cash payments by Mark listed in subparagraphs 4.22 (d) and (e) above, Mark consents to the lodgement of a second mortgage over the former matrimonial home in favour of Beverly as mortgagee, which will secure the balance of the settlement sum namely \$1,200,000.
- 4.24 The parties acknowledge that Mark may need to obtain a line of credit or other form of loan from a financial institution using the former matrimonial home as security in order for him to have funds available for the Stage 7 development, and Beverly acknowledges that if Mark is required to obtain that line of credit or loan, then the mortgage in favour of Beverly is to be registered on the former matrimonial home as a second mortgage, with priority given to the financial institution.
- 4.25 Upon payment by Mark to Beverly of the final instalment of the settlement sum, Beverly shall do all acts and things and sign all documents necessary to release the mortgage over the former matrimonial home, and will hand to Mark a Release of Mortgage in registrable form within fourteen (14) days of that payment.

Default Sale of Former Matrimonial Home

- 4.26 The parties agree that if settlement of the sales of all of the first 8 Units from Stage 7 has not occurred within twelve (12) months of the date of this Agreement, Mark shall do all acts and things and sign all necessary documents to effect the sale of the Former Matrimonial Home and for that purpose the following shall apply:
- (a) The property shall be listed for sale by private treaty with such real estate agent as is agreed between the parties and failing agreement within 14 days from the date of these Orders the real estate agent will be as nominated by the then President of the Real Estate Institute of Queensland at the request of the parties or either of them.
 - (b) The list price of the property shall be such amount as is agreed between the parties and failing agreement within 14 days of the date of these Orders the list price will be as nominated by the real estate agent.
 - (c) The sale price of the property shall be such amount as is agreed between the parties and failing agreement any offer to buy the property that is at least 90% of the list price shall be accepted by the parties as the sale price.
 - (d) Mark agrees to co-operate in every way with the real estate agent in relation to the marketing of the property for sale including making the key readily available, allowing inspection of the property at all times reasonably requested by the agent and ensuring that the property is clean, neat and in good order at the time of inspection by any prospective buyer.
 - (e) That upon agreement being reached for sale of the property, Mark shall execute the contract of sale and all other documents necessary to complete the sale of the property including all transfer documentation forthwith upon its submission to them by the agent or their solicitor.
 - (f) The contract of sale shall provide for completion within 30 days after the date of the contract.
 - (g) The proceeds of sale of the property shall be paid in the following manner and priority:
 - (i) To discharge any first mortgage over the property;

- (ii) Payment of the agent's commission and advertising or other expenses, if any, payable on the sale.
- (iii) Payment of the legal costs and outlays relating to the sale.
- (iv) Any auction or advertising expenses under Clause 4.27(d) to be reimbursed to Mark;
- (v) The balance to be paid as follows:
 - (A) \$300,000 off Beverly's loan and \$300,000 in cash to Beverly to satisfy and extinguish the payments due to Beverly by Mark under clause 4.22(d) of this Agreement; and
 - (B) The balance to Mark.

4.27 In the event that the property is not sold by private treaty pursuant to clause 4.26 within three (3) months of being placed on the market for sale, Mark shall do all acts and sign all documents as are necessary to sell the property by auction and the following shall apply:

- (a) The property shall be listed with the agent appointed under Clause 4.26(a) (hereinafter called "the Auctioneer") for sale by auction within a further 3 months.
- (b) Mark shall execute all documents requested by the auctioneer for sale of the property by auction.
- (c) The reserve price of the property shall be such amount as is agreed between the parties and failing agreement being reached between the parties 21 days prior to the auction, then the reserve price shall be nominated by the auctioneer.
- (d) Mark shall pay to the auctioneer all sums requested for advertising or auction expenses, and shall be reimbursed from the proceeds of sale in respect of such payments.
- (e) Mark shall give such instructions as are necessary to a solicitor to prepare a contract of sale and provide it to the auctioneer prior to the auction no later than the date sought by the auctioneer.
- (f) Mark agrees to co-operate in every way with the auctioneer in relation to the sale by auction including allowing inspection of the property at all times reasonably requested by the auctioneer and ensuring that the property is clean, neat and in good order at the time of any inspection and on the day of auction.
- (g) The sale price of the property shall be any amount in excess of the reserve price but in the event of the reserve price not being reached the sale price of the property shall be such amount as is agreed by Mark or failing agreement any offer received after the auction to buy the property at a price that is at least 80% of the reserve price shall be accepted by the parties.
- (h) That the parties attend at the auction and negotiate with the highest bidder or any other interested party in the event that the reserve price is not reached, for the purpose of reaching agreement under Clause 4.27(g).
- (i) That upon agreement being reached for sale of the property, sub-paragraphs 4.26 (e), (f) and (g) shall apply.

- 4.28 In the event that the property is not sold at the auction pursuant to clause 4.27 or within 14 days after the date of the auction by further negotiation, then Mark shall cause a further auction of the property to be held within 3 months after the date of the first auction and for that purpose the provisions of clause 4.27 shall apply.
- 4.29 In the event that the balance sale proceeds in clause 4.26(g)(A) are insufficient to pay the monies due to Beverly under that clause (to extinguish the payment to Beverly under clause 4.22(d), then Mark agrees to sell sufficient of his machinery and/or remaining unsold unit/s from stage 7's Development as may be necessary to make that payment to Beverly within 30 days of the settlement date of the Former Matrimonial Home.

Transfer Machinery Provisions

- 4.30 For the purposes of the real property transfers referred to in paragraphs 4.1 and 4.22 from the "the transferor" to "the transferee") the following shall apply:
- (a) Settlement will take place within the time frame provided for the relevant transfer ("the settlement date").
 - (b) The transfer documentation will be prepared by the transferee's solicitor and delivered to the transferor's solicitor for signature by the transferor no later than 7 days from the date of this Agreement..
 - (c) If the transferee requires the return of the transfer for stamping purposes then:
 - (i) The transferee's solicitor will advise the transferor of this requirement at the time the transfer documentation is delivered.
 - (ii) The transferor will then sign and deliver the transfer to the transferee's solicitor no later than 7 days prior to the settlement date.
 - (iii) The transferee's solicitor will hold the transfer in escrow and use this transfer for stamping purposes only pending settlement.
 - (d) If the property is encumbered by mortgage then:
 - (i) The parties will sign any required authority and any other document required by the mortgagee to release the mortgage; and
 - (ii) The transferee will arrange for the mortgagee to attend on the settlement date for the purpose of delivery of title, executed Release of Mortgage and other required documentation.
 - (e) On settlement, the transferor will:
 - (i) Hand to the transferee's solicitor the duly executed Release of Mortgage (if applicable);
 - (ii) Hand to the transferee's solicitor all transfer documents duly signed;
 - (iii) Hand to the transferee or the transferee's solicitor all keys, codes or devices in the possession or control of the transferor for all locks, gates, doors and security systems on the property.
 - (iv) Vacate the property if the transferor is in occupation of the property.
 - (v) Provide the transferee with vacant possession.
 - (vi) Hand to the transferee's solicitor all records and documents relating to the purchase of the property together with any improvements carried out on the property since that acquisition such documents being necessary to be

retained for the calculation of the index cost base of the property to assess any future capital gains tax liability.

5. General/Retention of other Assets and Liabilities

5.1 The parties agree that from the date of this Agreement they will each maintain their own separate financial accounts and arrangements to the intent that there should be no scope or possibility at any time after the date of this Agreement for either party to have any other claim or make any other demand upon the other, save and except for the purposes of implementing the provisions of this Agreement.

5.2 Beverly shall retain as her absolute property the title and possession of, and Mark will forthwith relinquish any right, title and interest, if any, to and in:-

- (a) Beverly's bank account(s);
- (b) Beverly's superannuation;
- (c) the furniture, chattels and personal effects in the possession of Beverly;
- (d) all assets as listed in Schedule 3 of this agreement; and
- (e) any other property, including all assets and/or financial resources of whatsoever description and wheresoever situated, of which Beverly is the legal owner and/or of which is or are in possession and/or control of Beverly at the date of this agreement.

5.3 Mark shall retain as his absolute property the title and possession of and Beverly shall forthwith relinquish all right, title and interest, if any, to and in:-

- (a) All of Marks real estate including the Foxwell Road property, the land upon which Stage 6 and Stage 7 is situated and any other land to be developed, and the Former Matrimonial home.
- (b) Mark's bank account(s);
- (c) The banks accounts of Liberty Homes and Liberty Developments;
- (d) All of Mark's property development businesses, companies and investments;
- (e) Mark's superannuation entitlements;
- (f) the furniture, chattels and personal effects in the possession of Mark;
- (g) all assets as listed in Schedule 2 of this agreement; and
- (h) any other property, including all assets and/or financial resources of whatsoever description and wheresoever situated, of which Mark is the legal owner and/or of which is or are in possession and/or control of Mark at the date of this agreement.

5.4 The parties mutually covenant that:-

- (a) Beverly indemnifies Mark in relation to any and all outstanding debts in her name solely; and
- (b) Mark indemnifies Beverly in relation to any and all outstanding debts in his name solely.

5.5 Unless otherwise specified, from the date of this Agreement, the parties be solely responsible for and indemnify the other party with respect to:-

- (a) any debt or liability in that party's own name; and

- (b) any liability encumbering any item of property to which that party is entitled pursuant to the terms of this Agreement.

6. Spousal Maintenance Component

Both parties agree that this is an Agreement to which Section 90E of the Family Law Act applies.

- 6.1 Mark agrees to pay to Beverly the amount of \$1,000 per week for spousal maintenance until the final installment of the settlement sum is paid to Beverly under Clause 4.22.
- 6.2 Aside from Clause 6.1, of the amount to be paid to, or the value of the property to be transferred to or retained by Beverly pursuant to this Agreement, the sum of \$1,000 is attributable to Beverly's maintenance, payable weekly until full and final settlement has been made under the terms and conditions of this Financial Agreement and Superannuation Agreement between the parties.
- 6.3 That of the amount to be paid to, or the value of the property to be transferred to or retained by Mark pursuant to this Agreement, the sum of \$1,000 is attributable to Mark's maintenance, payable weekly until full and final settlement has been made under the terms and conditions of this Financial Agreement and Superannuation Agreement between the parties.
- 6.4 Beverly agrees that save for clauses 6.1 and 6.2 above, this Agreement makes no other provision for her maintenance and that she will not at any time seek spousal maintenance whether by way of lump sum or periodic payments from Mark.
- 6.5 Mark agrees that save for clause 6.3 above, this Agreement makes no other provision for his maintenance and that he will not at any time seek spousal maintenance whether by way of lump sum or periodic payments from Beverly.
- 6.6 Mark and Beverly acknowledge that they are, at the date of this Agreement, able to support themselves financially, without an income tested pension, allowance or benefit as defined by Section 4 of the Family Law Act and that this is not an Agreement to which the provisions of section 90F of the Family Law Act are intended to apply.

7. Costs and Stamp Duty

- 7.1 Mark and Beverly mutually covenant that each other shall pay their own costs of and incidental to the negotiation, preparation and execution of this Agreement.
- 7.2 Any stamp duty payable on this Agreement or any document executed pursuant to this Agreement shall be paid by the transferee spouse.
- 7.3 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 said outstanding requisitions and recover from the other party in default the costs and outlays incurred in complying with any of the said requisitions, such costs to be calculated in accordance with the Family Law Rules on an indemnity basis.

8. Further Acts

- 8.1 Mark and Beverly mutually covenant to sign, execute and deliver all documents, instruments and writings and do all such acts and things as may be necessary or desirable to give validity and operation to the terms of this Agreement.

9. Pleading this Agreement as a Bar

- 9.1 Mark and Beverly mutually covenant that subject to the provisions of the Act, the terms of this Agreement shall operate in full and final satisfaction of all claims of a financial nature that they may have against each other in respect of their relationship and to the future matters of the other and may plead this Agreement as an absolute bar to any claim by the other.

10. Governing Law

- 10.1 Mark and Beverly acknowledge and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Queensland and the Commonwealth of Australia.

11. Preservation of this Agreement

- 11.1 The original Financial Agreement to be retained by Mark.
11.2 A certified and identical copy of same is to be provided for retention purposes to Beverly.

12. Termination or Variation of this Agreement

- 12.1 Mark and Beverly covenant and agree that this Agreement shall only be rescinded or varied by a written agreement executed by both parties with the same degree of formality as this Agreement and pursuant to the provisions of 90C(4) or 90D(4) of the Act.

13. Severability

- 13.1 If any of the provisions of this Agreement should be judged invalid, unlawful, or unenforceable for any reason whatsoever by a Court of competent jurisdiction, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially alter the intention of the parties hereto, expressed or implied) will not affect the operation, construction or interpretation or any other provisions of this Agreement and the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from this Agreement.

14. Waiver in Writing

- 14.1 Mark and Beverly mutually covenant that no waiver or modification of or addition to this Agreement or any part thereof or any provisions thereof shall be binding upon any party hereto unless the same shall be in writing, signed by the party to be bound and in accordance with the provisions of the Act in this Agreement.

- 14.2 The failure of the party to take advantage of any default or violation of the covenants or conditions of this Agreement on the part of the other shall not constitute a waiver thereof or relinquishment of the right to require strict performance by the other party.
- 14.3 The parties mutually covenant that any custom or practice which may develop between them in the course or performance of this Agreement shall not constitute a waiver thereof or lessen the right of either of them to insist upon compliance with the provisions hereof by the other.

15. Entire Understanding

- 15.1 This Agreement supersedes all prior representations, arrangements, understandings and agreements between the parties relating to the subject matter hereof and sets forth with the entire, complete and exclusive agreement and understanding between the parties hereto relating to the matters to which this Agreement relates.

16. Financial Disclosure

- 16.1 The parties agree and acknowledge that they have given full and fair financial disclosure of all property, liabilities and financial resources owned or believed to be owned by him or her and is satisfied with the financial disclosure he or she has received from the other party.
- 16.2 Mark and Beverly agree and acknowledge that the provisions herein for the distribution of financial matters are equitable, fair, reasonable and satisfactory to them and are made in full and complete satisfaction of any and all claims which each party may have against the other party in relation to their financial matters for a property adjustment order under the Act.
- 16.3 Mark and Beverly agree to voluntarily waive the right to any additional disclosure of the financial matters of the other party.

17. Independent Legal Advice

Mark and Beverly acknowledge that each has entered into this Agreement after mature consideration and judgement and further, each fully understands the terms, conditions and provisions hereof and each is satisfied such terms are fair, just and reasonable.

- 17.1 Mark and Beverly acknowledge that each has entered into this Agreement of his or her own free will and volition and that no coercion, force or undue influence has been used in the execution of this Agreement either by the other party or by any other person or persons.

Mark and Beverly acknowledge that neither has relied upon any representation or promise in making this Agreement except those expressly stated herein.

- 17.2 Mark and Beverly covenant and acknowledge:-

- (a) in the preparation of this Agreement and prior negotiation, Mark has been represented by O'Keefe Mahoney Bennett Solicitors of 9 Seabank Lane, Southport in the State of Queensland, and Beverly understands and acknowledges that the said O'Keefe Mahoney Bennett Solicitors did not represent her in relation to this matter; and
- (b) in the preparation of this Agreement and prior negotiation, Beverly has been represented by Julie Devery of Platinum Lawyers of 7B/5 Cottonwood Place, Oxenford

in the State of Queensland, and Mark understands and acknowledges that the said Platinum Lawyers did not represent him in relation to this matter.

18. No Merger

- 18.1 Mark and Beverly mutually covenant that the warranties, indemnities, representations, covenants and conditions contained therein shall continue after the execution and completion hereof and shall not merge upon completion hereof.

19. Reconciliation

- 19.1 Mark and Beverly mutually covenant that following separation should they resume cohabitation (with or without the intention of reconciliation), then:-
- (a) the terms and conditions of this Agreement shall stand and remain notwithstanding the resumption of cohabitation, contention of the parties being that this agreement shall be binding upon each of them irrespective of any reconciliation or resumption of cohabitation in which case the parties shall not purchase any property in their joint names or mingle any funds dealt with pursuant to the provisions of this agreement or otherwise and each of the parties shall remain financially independent of each other absolutely;
 - (b) In the event of any property being purchased in the joint names of the parties in contravention of the preceding sub-paragraph or in the event of the parties mingling any funds or loaning any funds each to the other in contravention of the agreement in the preceding sub-paragraph, the parties hereto expressly agree that such conduct shall not imply mutual desire or intention to revoke the agreement, shall not render the agreement void, voidable, unenforceable or impracticable to enforce for these reasons alone.

20. Confidentiality

- 20.1 Mark and Beverly mutually covenant that each other will refrain from, by him or herself, by him or her servant or agent, or in any other manner whatsoever, disclosing to any persons, entity, organisation, the content of this Agreement save and except that:-
- (a) as is required by law; or
 - (b) with the prior written consent of the other party;
 - (c) if one party is required to disclose same to make application for finance and/or credit.

21. Account Taken of Future Contingencies and changes in circumstances

- 21.1 Mark and Beverly mutually covenant that this agreement will finally determine the financial relationship between them and this agreement is entered into to avoid proceedings between the parties with respect to property settlement and spousal maintenance pursuant to Part VIII, Part VIIIA and Part VIIB of the *Family Law Act* and Mark and Beverly have in reaching agreement as provided herein taken into account the exigencies in life so far as such exigencies may affect the financial circumstances and other circumstances favourably or unfavourably of each of them including but without limiting the generality of the foregoing:

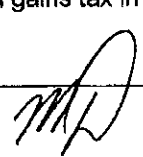
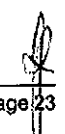
- (a) The prospect of either party receiving gifts and/or inheritances;
- (b) The prospect of either party causing loss to the other party or both of them as a result of reckless wanton negligent or criminal acts on their part;
- (c) The prospect of loss of employment or voluntary cessation of employment for either or both of the parties;
- (d) The prospect of either party having a vastly superior income or earning capacity to the other party;
- (e) The prospect of illness or disability, either temporary or permanent of either or both parties;
- (f) The prospect of either party becoming entitled to an income-tested pension benefit or allowance;
- (g) The loss of any or all the property received or retained by Mark and/or Beverly and the significant increase in the value of either party's share of the property received or retained by them;
- (h) The reconciliation remarriage and/or death of the parties.

21.2 Mark and Beverly mutually covenant and agree that the terms of this document achieve a just and equitable arrangement for the rights which either of them might have against the other having regard to the following current and anticipated factors relevant to them or each of them:

- (a) The age and state of health of each of them;
- (b) The commitments of each of them necessary to enable them to support themselves;
- (c) The physical and mental capacity of each of them for appropriate gainful employment;
- (d) The standard of living which is reasonable for each of them in the circumstances;
- (e) The contributions made by each of them to the other's income and earning capacity;
- (f) The length of their relationship;
- (g) The extent to which their relationship might have affected the earning capacity of each of them;
- (h) The likelihood of any significant change in the financial circumstances of either of them in the future;
- (i) The financial circumstances relating to their cohabitation with any other person;
- (j) Their wish to end the financial relationship between them as a consequence of the breakdown of their marriage occurring;
- (k) All other factors considered in s75(2) of the *Family Law Act*.

22. Indemnity re tax

22.1 That as and from the date of this Agreement Mark indemnify Beverly in respect of all or any current and future liability including income tax, GST and capital gains tax in

 Page 23

 Page 23 of 37

respect of Liberty Homes, Liberty Developments, Donaldson Investments, Game on Donaldson's and Donaldson Investment Trust..

23. Authority to Registrar

- 23.1 That in the event that either party refuses or neglects to execute any deed or instrument, contract or transfer, within 14 days of request by the other party that the Registrar of the Federal Circuit Court of Australia is appointed pursuant to Section 106A of the Family Law Act 1975 to execute such deed or instrument, contract or transfer in the name of the party and to do all things necessary to give validity to the operation of the deed or instrument, contract or transfer.

24. Miscellaneous

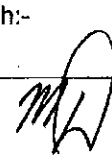
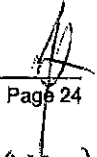

- 24.1 Save and except for all sums to be paid pursuant to this Agreement and for any indemnity, warranty, covenant or representation given by this Agreement, each party hereto hereby releases the other from all sums of money, actions, proceedings, accounts, claims, demands, costs and expenses of any kind whatsoever, which either party now has or but for the execution of this Agreement might have had against the other for or on account of or in relation to any acts, cause, matter or thing whatsoever.
- 24.2 Save and except for any property dealt with pursuant to the terms of this Agreement, each party shall retain as his or her or as the case may be own property absolutely, all assets of whatsoever description and wheresoever situate of which that party is the legal owner or which is/are in the possession of that party as at the day of execution of this Agreement.
- 24.3 Subject to the provisions of this Agreement, each party will do and procure the doing of all things and sign and procure the signing of all documents necessary to give full force and effect to the provisions of this Agreement.
- 24.4 The warranties, indemnities, representations, covenants and conditions contained herein shall continue after the execution, approval and completion hereof and shall not merge upon completion hereof.

25. Dispute Resolution

- 25.1 Mark and Beverly mutually covenant that all and any future dispute under this Agreement will be determined by an approved arbitrator under the Family Law Act or in the absence of appointments in accordance with the Regulations of the Family Law Act then under the Commercial Arbitration Act (Qld) including any disputes regarding the variation or setting aside of this Agreement pursuant to the provisions of Parts VIIIA and VIIB of the Family Law Act.

26. Effect of Death

- 26.1 Mark and Beverly acknowledge that they each release his and her right to make a testators family maintenance application pursuant to the *Succession Act (Qld)*, or any other Act that replaces this Act, in respect of the estate of the other in the event of death:-

  
Page 24
DATE 24 & 37

- (a) It is the intention of Beverly not to make any further claim upon Mark's estate for provision in addition to her entitlements under this Agreement save for that which remains or may remain outstanding in the event of Mark's death having regard to Clauses 4.22 in respect of Payment of Settlement Sum to Beverly of this Financial Agreement;
- (b) In the event of Beverly's death prior to full and final settlement of this Financial Agreement and Superannuation Agreement being made by Mark, Mark agrees to paying any outstanding sums otherwise payable to Beverly to Beverly's Estate and/or its beneficiaries in accordance with the terms and conditions of her Last Will and Testament
- (c) Beverly acknowledges that Mark's separate property belongs to the beneficiaries of his estate upon his death in accordance with his Will and testamentary disposition and/or any other disposition made by him; and
- (d) It is the intention of Mark not to make any further claim upon Beverly's estate for provision and addition to his entitlements under this Agreement;
- (e) Mark acknowledges that Beverly's separate property belongs to the beneficiaries of her estate upon her death in accordance with her Will, and testamentary disposition and/or any other disposition made by her.

Executed by the parties.

Executed by Mark Kelvin Donaldson in the presence of:



 Witnesses signature
 Solicitor

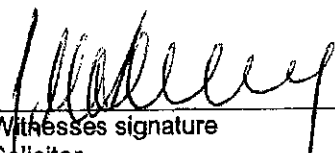
GARY William MAWETT

 Print Name of witness



 Signature of Mark Kelvin DONALDSON

Executed by Beverly Jane Donaldson in the presence of:



 Witnesses signature
 Solicitor

JULIE DEVERY


 Print Name of witness



 Signature of Beverly Jane DONALDSON

SCHEDULE 1**ALL MATRIMONIAL PROPERTY, LIABILITIES AND FINANCIAL RESOURCES OF MARK LIBERTY HOMES AND LIBERTY DEVELOPMENTS AND BEVERLY AS AT DATE OF SIGNING OF AGREEMENT**

ITEM	VALUE	LIABILITY	EQUITY
ASSETS:			
88 North Quay Circuit, Hope Island (Hope Island Property Lot 1025 SP272922)	\$1,500,000		\$1,500,000
Household Furniture and Effects	\$20,000		\$20,000
Lot 901 on SP285238, Foxwell Road, Coomera, Qld, 4209	\$1,300,000		\$1,300,000
Coomera Units (9 at \$400,000) and Lot 105 on SP282993 (NB; 8 Units x \$400,000 = \$3,200,000 + 1 Unit at Construction Value to Bev \$200,000/\$200,000 Mark to write-off as loss)	E\$3,600,000		E\$3,600,000
2015 Mazda 6 Regn No. 847VOS	\$30,000		\$30,000
2011 Toyota Sahara Landcruiser Regn No. GAMEON	\$65,000		\$65,000
Ford Falcon Ute	\$3,000.00		\$3,000
5 Tonne Excavator	\$25,000		\$25,000
22 Tonne Excavator	\$32,000		\$32,000
22 Tonne Excavator	\$100,000		\$100,000
30 Tonne Excavator [Sold since first draft of financial agreement - proceeds to Mark]	\$0 [\$30,000]		\$0 [\$30,000]
N12 Truck	\$15,000		\$15,000
FL10 Truck	\$30,000		\$30,000
Water Truck	\$12,000		\$12,000
Small Truck	\$20,000		\$20,000
Tools	\$9,920		\$9,920
Bob Cat	\$20,000		\$20,000
Grader	\$38,000		\$38,000
Roller	\$12,000		\$12,000
Attachments	\$10,000		\$10,000
Office Equipment	\$3,930		\$3,930
Boat Cross Country	\$7,000		\$7,000
Boat Seafox	\$100,000		\$100,000
Business Bank Account - 343 Account (Liberty Homes)	\$236,184		\$236,184
Business Bank Account - 1168 Account (Liberty Developments)	\$44,839		\$44,839
Business Bank Account - WBC-146735 (Donaldson Investments)	\$1,565		\$1,565
Business Term Deposit - For GCCC Future Traffic Lights	\$85,000		\$85,000
Business Bank Account - (Donaldson Investment Trust)	N/A		\$0
Mark Savings Account (Westpac)	\$11,841		\$11,841


 Page 26
 26 437

Mark Savings Account (Bendigo Bank/Dr Mastercard A/c))	\$2,000		\$2,000
Book Value – Liberty Developments (Qld) Pty Ltd ACN: 132 595 709 As At 30:06:2017	E\$72,700		E\$72,700
Book Value – Liberty Homes (Qld) Pty Ltd ACN 051 770 015 As At 30:06:2016	\$242,052		E\$242,052
Book Value – Donaldson Investment (Qld) Pty Ltd ACN 139 792 751 749	E\$100		E\$100
Book Value – Donaldson Investment Trust (Qld) As At 30:06:2016	E [\$125,917]	E[-\$125,917]	
Book Value - Game On Donaldson's Pty Ltd ACN 139 793 749	E\$240		E\$240
Beverly Savings Account (Westpac Bank)	\$4,300		\$4,300
Beverly Furniture & Effects	\$5,000		\$5,000
LIABILITIES:			
Business loan (Liberty Developments)	0 Discharged	0 Discharged	
Credit Card (Westpac – Liberty Homes)	[\$16,782]	[-\$16,782]	
Estimated Tax Debt – Liberty Developments/Mark Donaldson (On sale of 9 Units – Payments \$50,000/mth to ATO)	[\$1,400,000]	[-\$1,400,000]	
Mortgage over former matrimonial home (Bendigo Bank)	0 Discharged	0 Discharged	
Personal Credit Cards – Beverly [Westpac Bank Visa]	[\$9,000]	[-\$9,000]	
SUPERANNUATION:			
Donaldson Superannuation Fund Bank Account – BOQ-241	\$266,079.26		\$266,079.26
TOTAL POOL	\$9,471,449.26	\$1,551,699.00	\$7,919,750.26

MD Page 27 of 437

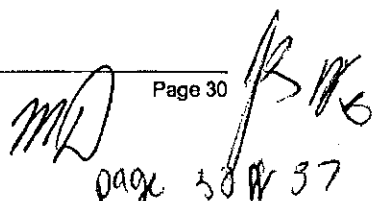
SCHEDULE 2**PROPERTY, LIABILITIES AND FINANCIAL RESOURCES OF MARK AFTER SETTLEMENT**

ITEM	VALUE	LIABILITY	EQUITY
ASSETS:			
88 North Quay Circuit, Hope Island (Hope Island Property Lot 1025 SP272922)	\$1,500,000		\$1,500,000
Household Furniture and Effects	\$20,000		\$20,000
Lot 901 on SP285238, Foxwell Road, Coomera, Qld, 4209	\$1,300,000		\$1,300,000
Coomera Units (8 at \$400,000) and Lot 105 on SP282993	E\$3,200,000		E\$3,200,000
Ford Falcon Ute	\$3,000		\$3,000
2011 Toyota Sahara Landcruiser Regn No. GAMEON	\$65,000		\$65,000
5 Tonne Excavator	\$25,000		\$25,000
22 Tonne Excavator	\$32,000		\$32,000
22 Tonne Excavator	\$100,000		\$100,000
30 Tonne Excavator [Sold since first draft of financial agreement - proceeds to Mark]	\$0 [-\$30,000]		\$0 [-\$30,000]
N12 Truck	\$15,000		\$15,000
FL10 Truck	\$30,000		\$30,000
Water Truck	\$12,000		\$12,000
Small Truck	\$20,000		\$20,000
Tools	\$9,920		\$9,920
Bob Cat	\$20,000		\$20,000
Grader	\$38,000		\$38,000
Roller	\$12,000		\$12,000
Attachments	\$10,000		\$10,000
Office Equipment	\$3,930		\$3,930
Boat Cross Country	\$7,000		\$7,000
Boat Seafox	\$100,000		\$100,000
Business Bank Account - 343 Account (Liberty Homes)	\$236,184		\$236,184
Business Bank Account - 1168 Account (Liberty Developments)	\$44,839		\$44,839
Business Bank Account - WBC-146735 (Donaldson Investments)	\$1,565		\$1,565
Business Bank Account - (Donaldson Investment Trust)	N/A		\$0
Business Term Deposit - For GCCC Future Traffic Lights	\$85,000		\$85,000
Book Value - Liberty Developments (Qld) Pty Ltd ACN: 132 595 709	E\$72,700		E\$72,700
Book Value - Liberty Homes (Qld) Pty Ltd ACN 051 770 015	E\$242,052		E\$242,052
Book Value - Donaldson Investment (Qld) Pty Ltd	E\$100		E\$100

ACN 139 792 751 749			
Book Value -- Donaldson Investment Trust (Qld)	E[\$125,917]	E[-\$125,917]	
Book Value - Game On Donaldson's Pty Ltd ACN 139 793 749	E\$240		E\$240
Mark Savings Account (Westpac)	\$11,841		\$11,841
Mark Savings Account (Bendigo Bank/Dr Mastercard A/c)	\$2,000		\$2,000
LIABILITIES:			
Business loan (Liberty Developments)	0 Discharged	0 Discharged	
Credit Card (Westpac -- Liberty Homes)	[\$16,782]	[-\$16,782]	
Estimated Tax Debt -- Liberty Developments/Mark Donaldson (On sale of 9 Units -- Payments \$50,000/mth to ATO)	[\$1,400,000]	[-\$1,400,000]	
Mortgage over former matrimonial home (Bendigo Bank)	0 Discharged	0 Discharged	
Payments to Beverly (Settlement Sum)	[\$2,400,000]	[\$2,400,000]	
Transfer to ownership of Unit ? on Lot 105 SP282993 at Construction Value	[\$200,000]	[\$200,000]	
Loss on Market Value to be written off	[\$200,000]	[\$200,000]	
Donaldson Superannuation Fund (half transfer to Beverly's Fund -- BJ Arnott Self-Managed Super Fund)	[\$133,039.63]	[\$133,039.63]	
TOTAL:	\$11,610,109.63	\$4,475,738.63	\$7,134,371
SCHEDULE 2B: SUPERANNUATION			
Donaldson Superannuation Fund	\$133,039.63		\$133,039.63
TOTAL ENTITLEMENT	\$11,828,149.26	\$4,475,738.63	\$7,352,410.63

SCHEDULE 3**PROPERTY, LIABILITIES AND FINANCIAL RESOURCES OF BEVERLY
AFTER SETTLEMENT**

ITEM	VALUE	LIABILITY	EQUITY
ASSETS:			
Savings Account – Westpac Bank	\$4,300		\$4,300
2015 Mazda 6 Regn No. 847VOS	\$30,000		\$30,000
Beverly Furniture & Effects	\$5,000		\$5,000
Units and Cash payments from Mark (Settlement Sum)	\$2,400,000		\$2,400,000
LIABILITIES:			
Personal Credit Card – Westpac Visa	[-\$9,000]	\$9,000	
TOTAL	\$2,648,300	\$9,000	\$2,639,300
SCHEDULE 3B: SUPERANNUATION			
Superannuation (entitlements rolled over from Donaldson Superannuation Fund into BJ Arnott Self-Managed Super Fund)	\$133,039.63		\$133,039.63
TOTAL ENTITLEMENT	\$2,781,399.63	\$9,000	\$2,772,339.63



MD
Page 30 W 37

SCHEDULE 4 – DONALDSON SUPERANNUATION FUND SUMMARY RECONCILIATION

ITEM	VALUE	LIABILITY	EQUITY
Opening Balance 21:02:2012	\$220,794.29		\$220,794.29
Contributions To Fund As At 31:08:2017	\$35,719.56		\$35,719.56
Interest Received	\$24,615.26		24,615.26
Total Equity			\$281,129.11
Less Expenses:			
ATO Tax	\$10,073.10	\$10,073.10	
M. Ellis & Associates	\$3,432.00	\$3,432.00	
BOQ Bank Fees & Charges	\$6.75	\$6.75	
Liberty Developments	\$218.00	\$218.00	
Account Fees MEA	\$1,320.00	\$1,320.00	
Total Expenses		\$15,049.85	\$15,049.85
TOTAL VALUE SUPER FUND AS AT 31:08:2017			\$266,079.26
Amount to be transferred to Schedule 2B – Mark's Property Post-Agreement			\$133,039.63
Amount to be transferred to Schedule 3B – Beverly's Property Post-Agreement			\$133,039.63

MRD
page 31 of 37

ANNEXURE A

**SOLICITOR'S INDEPENDENT STATEMENT
FOR THE PURPOSES OF SECTION 90G OF
THE FAMILY LAW ACT 1975**

I Gary William Mallett of O'Keefe Mahoney Bennett Solicitors, Southport in the State of Queensland hereby certify that:-

1. I am a Solicitor entitled to practice in this jurisdiction.
2. I have provided, Mark Kelvin Donaldson of 88 North Quay Circuit, Hope Island in the State of Queensland, with independent legal advice as to the effect of a Financial Agreement in writing pursuant to Section 90C, Section 90E and Section 90MH of the *Family Law Act*, proposed to be entered into between, Beverly and Mark. I have advised the said Mark 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 Mark;
 - (b) The advantages and disadvantages, at the time that the advice was provided to him of the making of this agreement.
3. I have provided my client with this Statement, which I signed, and I have provided a copy of this Statement to the solicitor for the other spouse party.

DATED the 16th day of November 2017


.....
GARY WILLIAM MALLET

Solicitor for Mark Kelvin Donaldson

ANNEXURE A

**SOLICITOR'S INDEPENDENT STATEMENT
FOR THE PURPOSES OF SECTION 90G OF
THE FAMILY LAW ACT 1975
(COPY)**

I **Gary William Mallett** of O'Keefe Mahoney Bennett Solicitors, Southport in the State of Queensland hereby certify that:-

1. I am a Solicitor entitled to practice in this jurisdiction.
2. I have provided, Mark Kelvin Donaldson of 88 North Quay Circuit, Hope Island in the State of Queensland with independent legal advice as to the effect of a Financial Agreement in writing pursuant to Section 90C, Section 90E and Section 90MH of the *Family Law Act*, proposed to be entered into between, Beverly and Mark. I have advised the said Mark 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 Mark;
 - (b) The advantages and disadvantages, at the time that the advice was provided to him of the making of this agreement.
3. I have provided my client with this Statement, which I signed, and I have provided a copy of this Statement to the solicitor for the other spouse party.

DATED the 16th day of November 2017



GARY WILLIAM MALLET

Solicitor for Mark Kelvin Donaldson


ANNEXURE B

**SOLICITOR'S INDEPENDENT STATEMENT
FOR THE PURPOSES OF SECTION 90G OF
THE FAMILY LAW ACT 1975**

I, **Julie Devery** of Platinum Lawyers, Oxenford in the State of Queensland hereby certify that:-

1. I am a Solicitor entitled to practice in this jurisdiction.
2. I have provided, Beverly Jane Donaldson of 68 Wildflower Circuit, Upper Coomera 4209 in the State of Queensland with independent legal advice as to the effect of a Financial Agreement in writing pursuant to Section 90C and Section 90E of the *Family Law Act*, proposed to be entered into between, Beverly and Mark. I have advised the said Beverly independently of the other party and before she signed this Agreement as to the following matters:-
 - (a) The effect of this Agreement on the rights of Beverly;
 - (b) The advantages and disadvantages, at the time that the advice was provided to her of the making of this agreement.
3. I have provided my client with this Statement, which I signed, and I have provided a copy of this Statement to the solicitor for the other spouse party.

DATED the 16th day of November 2017


.....
JULIE DEVERY

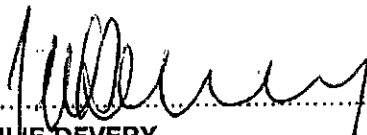
Solicitor for Beverly Jane Donaldson

ANNEXURE B
SOLICITOR'S INDEPENDENT STATEMENT
FOR THE PURPOSES OF SECTION 90G OF
THE FAMILY LAW ACT 1975
(COPY)

I, **Julie Devery** of Platinum Lawyers, Oxenford in the State of Queensland hereby certify that:-

1. I am a Solicitor entitled to practice in this jurisdiction.
2. I have provided, Beverly Jane Donaldson of 68 Wildflower Circuit, Upper Coomera 4209 in the State of Queensland with independent legal advice as to the effect of a Financial Agreement in writing pursuant to Section 90C and Section 90E of the *Family Law Act*, proposed to be entered into between, Beverly and Mark. I have advised the said Beverly independently of the other party and before she signed this Agreement as to the following matters:-
 - (a) The effect of this Agreement on the rights of Beverly;
 - (b) The advantages and disadvantages, at the time that the advice was provided to her of the making of this agreement.
3. I have provided my client with this Statement, which I signed, and I have provided a copy of this Statement to the solicitor for the other spouse party.

DATED the 16th day of November 2017


.....
JULIE DEVERY
Solicitor for Beverly Jane Donaldson

**ANNEXURE C
SEPARATION DECLARATION**

(Pursuant to Section 90DA of the Family Law Act 1975)

FOR: Mark Kelvin DONALDSON

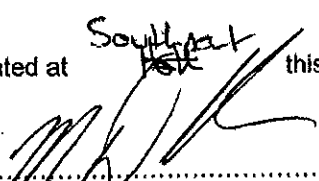
of: 88 North Quay Circuit, Hope Island in the state of Queensland

AND: Beverly Jane DONALDSON

of: 68 Wildflower Circuit, Upper Coomera 4209 in the State of Queensland

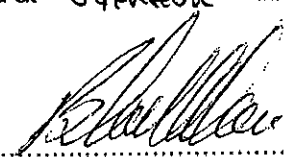
1. Mark and Beverly separated on 14 August 2016
2. Mark and Beverly have been living separately and apart at the declaration time being the date of signing this declaration.
3. In the opinion of Mark and Beverly there is no reasonable likelihood of cohabitation being resumed.
4. Mark and Beverly I have executed the Financial Agreement and Superannuation Agreement pursuant to section 90C, section 90E and section 90MH of the Family Law Act 1975 (Cth).
5. Mark and Beverly make this Separation Declaration of their own free will.

Dated at Southport this 16th day of November 2017


.....

Mark Kelvin Donaldson

Dated at Oxenford this 16th day of November 2017


.....

Beverly Jane Donaldson

**ANNEXURE C
SEPARATION DECLARATION**

(Pursuant to Section 90DA of the Family Law Act 1975)

(COPY)

FOR: Mark Kelvin DONALDSON

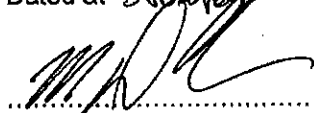
of: 88 North Quay Circuit, Hope Island in the state of Queensland

AND: Beverly Jane DONALDSON

of: 68 Wildflower Circuit, Upper Coomera 4209 in the State of Queensland

1. Mark and Beverly separated on 14 August 2016
2. Mark and Beverly have been living separately and apart at the declaration time being the date of signing this declaration.
3. In the opinion of Mark and Beverly there is no reasonable likelihood of cohabitation being resumed.
4. Mark and Beverly I have executed the Financial Agreement and Superannuation Agreement pursuant to section 90C, section 90E and section 90MH of the Family Law Act 1975 (Cth)
5. Mark and Beverly make this Separation Declaration of their own free will.

Dated at Southern Cross this 16th day of November 2017


.....

Mark Kelvin Donaldson

Dated at Oxenford this 16 day of November 2017


.....

Beverly Jane Donaldson