

FAMILY LAW ACT 1975

IN THE FAMILY COURT OF AUSTRALIA
AT

No.

Syc
1923/19

DARREN FURZER
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Ref: JDS:JG:18040

IN THE MARRIAGE OF
DARREN FURZER

Applicant

AND

LYNNE MARGARET FURZER

Respondent

LYNNE MARGARET FURZER
ADDRESS FOR SERVICE
Blumberg Family Lawyers
PO Box 280
LINDFIELD NSW 2070

ORDER

11 / 4 / 2019

PREPARED BY THE APPLICANT'S LAWYER



FAMILY LAW ACT 1975

IN THE FAMILY COURT OF AUSTRALIA
AT

IN THE MARRIAGE OF

No. *Syc*
1923/19

DARREN FURZER
(Applicant)

and

LYNNE MARGARET FURZER
(Respondent)

BEFORE

THE *11th* DAY OF *April* 2019

UPON APPLICATION TO THE COURT IT IS ORDERED:

BY CONSENT and pursuant to Part 10.4 of the Family Law Rules, orders, declarations and notations are made in terms of the Consent Orders attached.



FAMILY LAW ACT 1975

IN THE FAMILY COURT OF AUSTRALIA
AT

IN THE MARRIAGE OF

No. SYC1923/19

DARREN FURZER
(Applicant)

and

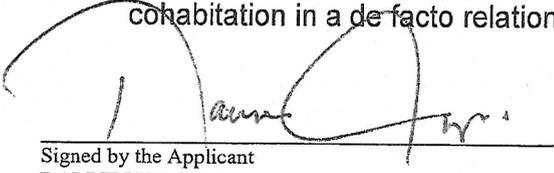
LYNNE MARGARET FURZER
(Respondent)

CONSENT ORDERS

BY CONSENT IT IS ORDERED

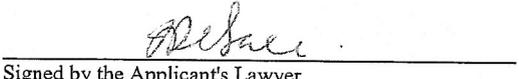
Recitals

- A. The Applicant Husband, Darren Furzer ("the husband") was born on 27 August 1966 and is currently aged 52. The husband is self-employed.
- B. The Respondent Wife, Lynne Margaret Furzer ("the wife") was born on 11 June 1964 and is currently aged 54. The wife is working part-time as a veterinary nurse.
- C. The parties commenced cohabitation in 1992. The parties were married on 9 April 1994.
- D. The parties separated in ^{March} ~~February~~ 2018.
- E. The wife moved out of the former matrimonial home at 5 Aubrey Place, Berowra NSW ("Berowra property") on 10 March 2018 and commenced cohabitation in a de facto relationship on or about 2 August 2018.



Signed by the Applicant
DARREN FURZER

Dated 26 / 3 / 2019



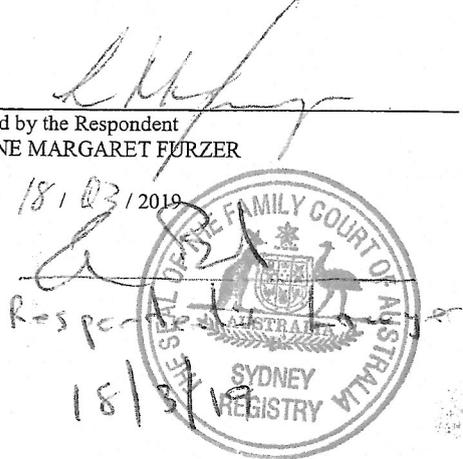
Signed by the Applicant's Lawyer
DE SAXE LA CAVA O'NEILL

Dated 26 / 3 / 2019



Signed by the Respondent
LYNNE MARGARET FURZER

Dated 18 / 03 / 2019


Respondent's Lawyer
18 / 03 / 19



- F. There are three children of the marriage, namely:
- Ryan Furzer, born on 17 March 2001;
 - Daniel Furzer, born on 21 November 1998; and
 - James Furzer, born on 18 June 1996.

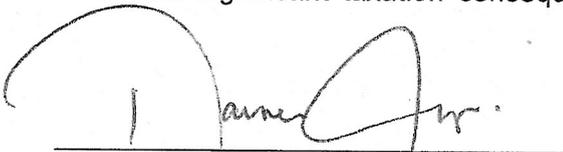
The children Ryan and James live with the husband. Daniel spends equal time living with each of the parties. Ryan will complete high school in 2019 and remains financially dependent upon the husband although he does have a part-time job. Daniel is still studying. Daniel and James both have part-time jobs and continue to be partially financially dependent on the husband.

- G. In 1987 the husband purchased a property at 13/777 Pittwater Road, Dee Why ("Dee Why property") for \$92,000 plus acquisition costs. The purchase was funded by way of mortgage and the husband's savings. The mortgage was fully paid off by the husband prior to the commencement of cohabitation.

- H. The husband sold the Dee Why property in July 1994 for \$175,000, and on or about 21 October 1994 applied the whole of the Dee Why property sale proceeds and some joint savings towards the purchase of the Berowra property in joint names for \$287,000.

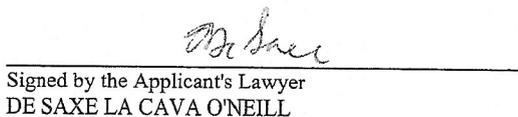
- I. The parties are the directors and equal shareholders of Airpower North Pty Ltd trading as Airpower Climate Hire (ABN: 15 600 396 138) ("Airpower North"). The husband is operating the business. The wife has not been actively involved in the day-to-day operations of the business.

- J. The parties have equal member balances in the Furzer Family Super Fund Pty Ltd ("the Fund"), which owns the business premises located at 4/4 Hamley Road, Mt Kuring-gai. Consistent with advice from the parties' accountant as to the significant taxation consequences of winding up the fund or selling the



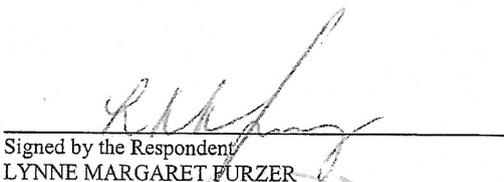
Signed by the Applicant
DARREN FURZER

Dated 26 / 3 / 2019



Signed by the Applicant's Lawyer
DE SAXE LA CAVA O'NEILL

Dated 26 / 3 / 2019



Signed by the Respondent
LYNNE MARGARET FURZER

Dated 18 / 03 / 2019



property owned by the Fund, the parties intend to retain their respective interests in the Fund for a period of time in accordance with these orders.

K. For the purposes of these orders, the parties agree that the husband shall retain the following assets and liabilities at the agreed value set out herein:

Airpower North:	\$345,000
Porsche 944S motor vehicle:	\$ 35,000
Jaguar XE motor vehicle:	\$ 40,000

Liability

CBA motor vehicle lease:	\$ 35,000
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Net assets retained by husband: **\$385,000**

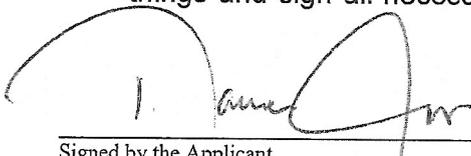
L. For the purposes of these orders, the parties agree that the wife shall retain the Toyota Yaris motor vehicle at the agreed value of \$12,000.

BY CONSENT IT IS ORDERED

1. That an Order by way of alteration of property interests pursuant to s79 of the *Family Law Act 1975* (Cth) be made in terms of paragraphs 2 to 12 of this document.

Berowra Property

2. Within 28 days of the making of these orders, both parties shall do all acts and things and sign all necessary documents to cause the Berowra property to be



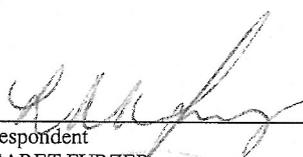
 Signed by the Applicant
 DARREN FURZER

Dated 26 / 3 / 2019



 Signed by the Applicant's Lawyer
 DE SAXE LA CAVA O'NEILL

Dated 26 / 3 / 2019



 Signed by the Respondent
 LYNNE MARGARET FURZER

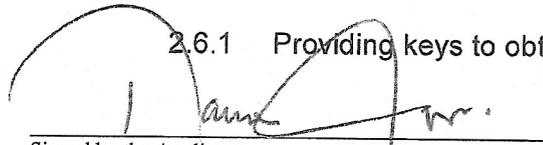
Dated 18 / 03 / 2019


 Respondent
 18/3/19

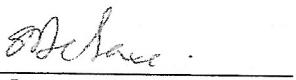
placed on the market for sale in accordance with the conditions set out in clauses 2.1 to 2.8 hereof:

- 2.1 The parties shall agree on a real estate agent to market the Berowra property, or in default of agreement shall jointly approach the President of the Real Estate Institute of New South Wales or his/her nominee at the joint cost of the parties for an agent to be appointed to market the Berowra property;
- 2.2 The parties shall sign all selling authorities as may be necessary to enable the property to be listed for sale by way of private treaty with the nominated real estate agent;
- 2.3 The parties shall agree on the listing price and failing agreement shall list the property for sale at such price as is determined by a valuer appointed by the President for the time being of the Australia Property Institute, at the joint cost of the parties;
- 2.4 The parties shall agree on a solicitor or conveyancer to act on the sale of the property and both parties shall do all acts and things and sign all such documents to cause the issue of a Contract for Sale of Land for the subject property and any other documents required to effect the sale of the said property;
- 2.5 The husband shall keep the Berowra property in good order and repair;
- 2.6 The husband shall co-operate in all reasonable way with requests by real estate agents and/or prospective purchasers including but not limited to:

2.6.1 Providing keys to obtain access; and


Signed by the Applicant
DARREN FURZER

Dated 26/3 /2019

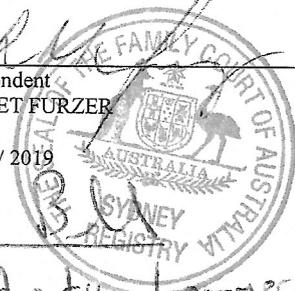

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DE SAXE LA CAVA O'NEILL

Dated 26/3 /2019

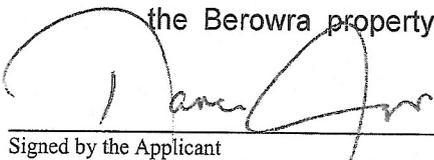

Signed by the Respondent
LYNNE MARGARET FURZER

Dated 18/03/2019


Respondent's Lawyer
18/3/19



- 2.6.2 Doing all acts and things necessary to facilitate access to the property at all reasonable times and facilitating access for inspection without interference.
- 2.7 The husband shall maintain the Berowra property in a presentable condition so as to facilitate the sale including but not limited to presenting the Berowra property in a neat and tidy condition at all times when the property is subject to inspection.
- 2.8 The parties shall do all acts and things necessary to facilitate a sale at the earliest possible time and shall refrain from doing or saying anything which has the effect of hindering or preventing an inspection or a sale of the property being effected.
3. Upon settlement of the sale of the Berowra property in accordance with Order 2 hereof, the parties shall do all acts and things and sign all necessary documents to cause the proceeds of sale to be distributed in the following order of priority:
- 3.1 In payment of real estate agent's commission and all advertising expenses of and incidental to the sale;
- 3.2 In payment of all legal costs and disbursements of and incidental to the sale;
- 3.3 In payment of all outstanding council and water rates;
- 3.4 In payment of a sum sufficient to discharge all mortgages secured against the Berowra property including but not limited to the ING Bank Home


Signed by the Applicant
DARREN FURZER

Dated 26 / 3 / 2019


Signed by the Applicant's Lawyer
DE SAXE LA CAVA O'NEILL

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Signed by the Respondent
LYNNE MARGARET FURZER

Dated 18 / 03 / 2019




18/3/19

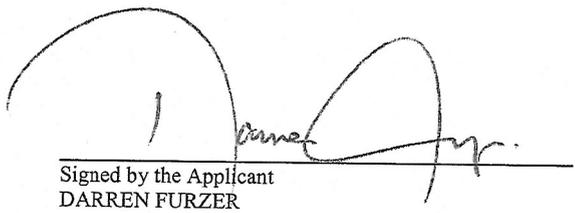
Loan Account 26880417, ING Bank Mortgage Simplifier Account 26880406 and ING Bank Orange Advantage Investment Loan Account 26880393;

- 3.5 In payment to the husband of \$100,000;
- 3.6 In payment to the wife of \$75,000;
- 3.7 In payment of the balance then remaining in equal shares to each of the husband and the wife.

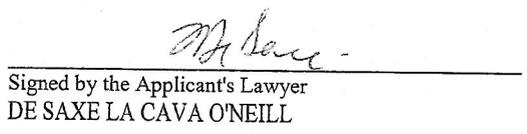
4. Simultaneously with the distribution of the proceeds of sale in accordance with order 3 hereof, the husband shall pay to the wife the sum of \$186,500 representing one half of the value of the assets and liabilities to be retained by the husband pursuant to these orders less one half of the value of the Toyota Yaris motor vehicle to be retained by the wife.

5. Upon settlement of the sale of the Berowra property in accordance with Orders 2 and 3 hereof, the parties shall do all acts and things and sign all necessary documents to cause closure of the following bank accounts and payment to the husband of the balance of funds in the accounts:
 - 5.1 Westpac Joint Account 732-373 507449;
 - 5.2 Westpac Joint eSaver Account 032- 373 / 212088.

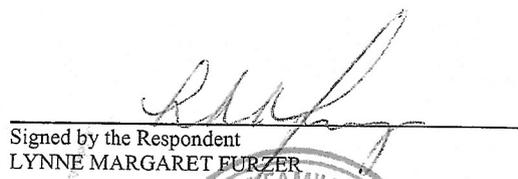
6. Within 28 days from the date of these orders, the husband shall do all acts and things and sign all necessary documents to transfer to the wife all his right, title and interest in the Toyota Yaris motor vehicle registration number LF 9494.


Signed by the Applicant
DARREN FURZER

Dated 26 / 3 / 2019


Signed by the Applicant's Lawyer
DE SAXE LA CAVA O'NEILL

Dated 26 / 3 / 2019


Signed by the Respondent
LYNNE MARGARET FURZER

Dated 18 / 03 / 2019



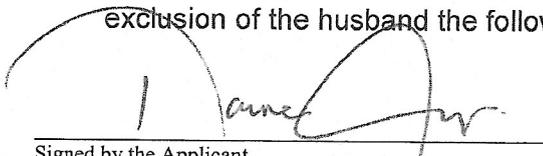
7. Within 28 days of the presentation of appropriate documents the wife shall do all acts and things and sign all documents as are necessary for the wife to:

- 7.1 transfer to the husband the whole of her right title and interest in her shares in Carbon Energy;
- 7.2 resign as a director of Airpower North;
- 7.3 transfer to the husband the whole of her right title and interest in her shares in Airpower North
- 7.4 assign to the husband the whole of her right title and interest in any loan account (credit or debit) the wife has with Airpower North.

8. In relation to the Furzer Family Super Fund:

- 8.1 Neither party shall make any contributions to the Fund from the date of these orders unless agreed between the parties in writing;
- 8.2 Upon the wife giving the husband not less than 28 days notice in writing of her election to roll her interest in the Fund to a fund of her own choosing, the Husband and the Wife shall do all such things as may be necessary to cause the Wife's entitlement in the Fund to be rolled over to another superannuation fund nominated by the Wife;
- 8.3 Upon the wife complying with order 8.2 hereof, the Wife shall do all such things as may be necessary to resign as a trustee of the Fund, with the Husband to provide the Wife with the necessary documents at his sole expense and the Wife thereafter to sign and return such documents within seven days.
- 8.4 Noted that the parties agree that it is in their financial interests for the wife to retain her interest in the Fund for a period of at least 5 years.

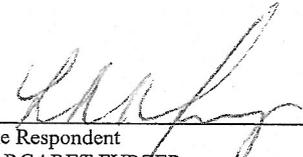
9. Except as otherwise provided in these orders, the wife shall retain to the exclusion of the husband the following:


Signed by the Applicant
DARREN FURZER

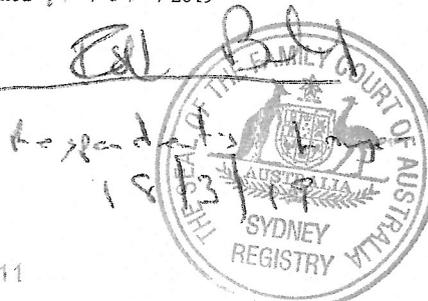
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DE SAXE LA CAVA O'NEILL

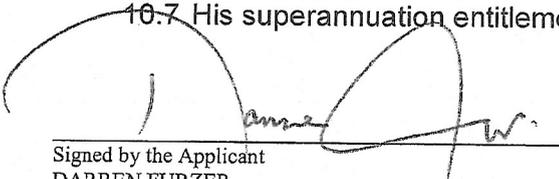
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LYNNE MARGARET FURZER

Dated 18 / 03 / 2019



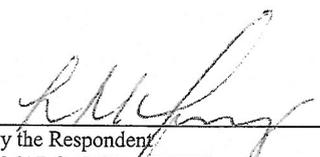
- 9.1 The Toyota Yaris motor vehicle registration number LF 9494;
 - 9.2 All furniture, jewellery and other chattels currently in her possession, custody or control;
 - 9.3 Any funds standing to her credit in any Bank, Credit Union or Building Society account;
 - 9.4 Any shares in any public or private company;
 - 9.5 Her superannuation entitlements
10. Except as otherwise provided in these orders, the husband shall retain to the exclusion of the wife the following:
- 10.1 The Jaguar XE motor vehicle registration number DF-1007;
 - 10.2 The Porsche motor vehicle;
 - 10.3 His shares in Airpower North;
 - 10.4 All furniture, jewellery and other chattels currently in his possession, custody or control;
 - 10.5 Any funds standing to his credit in any Bank, Credit Union or Building Society account;
 - 10.6 Any shares in any public or private company.
 - 10.7 His superannuation entitlements.


Signed by the Applicant
DARREN FURZER

Dated 26 / 3 / 2019


Signed by the Applicant's Lawyer
DE SAXE LA CAVA O'NEILL

Dated 26 / 3 / 2019

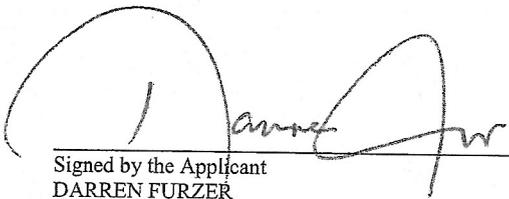

Signed by the Respondent
LYNNE MARGARET FURZER

Dated 18 / 03 / 2019

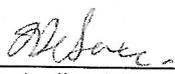


11. Except as otherwise provided in these orders, each party shall be solely liable for all debts held in their individual name and shall indemnify the other party in respect of such debts now and in the future.
12. Each party shall do all acts and things necessary including providing all consents to give effect to these orders in the time periods prescribed in these orders.
13. In the event that either party refuses or neglects to do any act or thing or to sign any document necessary to give effect to these orders then pursuant to section 106A of the *Family Law Act 1975* (Cth), the Registrar of the Family Court of Australia is hereby appointed to execute all deeds and documents in the name of the wife or the husband and do all acts and things necessary to give validity and operation to the said Order.

Dated: 26 / 3 / 2019


Signed by the Applicant
DARREN FURZER

Dated 26 / 3 / 2019


Signed by the Applicant's Lawyer
DE SAXE LA CAVA O'NEILL

Dated 26 / 3 / 2019


Signed by the Respondent
LYNNE MARGARET FURZER

Dated 18 / 03 / 2019


Respondent
18/3/19

