1. I have acquired and own the following shares:
   1. On 7 December 2020 I purchased 180,000 shares in Noxopharm Limited, a listed public company, through an institutional placement @54 cents per share for a cost of $97,200.
   2. On 21 May 2021 I purchased a further 20,000 shares in Noxopharm Limited @51 cents per share for a cost of $10,231.61.
   3. On 15 April 2021 I purchased 1,250,000 shares in Hunter Energy Limited, an unlisted public company, from Arthur Phillip Nominees Pty Ltd for a cost of $200,000. Hunter Energy Limited later changed its name to Verdant Earth Technologies Limited.
   4. In 2019 I received 1981 shares in Commonwealth Bank of Australia, a listed public company, valued at that time at $146970.80 by way of transmission from my mother’s deceased estate. Since that time a further 181 shares have been allotted to me at a cost of $13890.13 through my participation in the company’s dividend reinvestment plan.
2. On 7 August 2019 I converted AUD$16500 into NZD$17000 and wired the NZD funds to the NZ bank account of Sandy Williams for the benefit and use of Debra.
3. On 12 December 2019 Debra and I agreed to divide our net assets and liabilities, excluding our superannuation balances, equally and on 16 December 2019 I prepared a Balance Sheet which is annexure hereto and marked with the letter “X”.
4. This balance sheet provides estimates, at that time, of the values of our fixed assets and the precise values, where known, of our current assets, so that Debra and I could determine an approximation of how much we might each receive from the agreed upon division of assets.
5. The total net assets and liabilities shown in that schedule amounted to $8,070,571, however the estimates of most of our fixed assets later proved to be somewhat excessive.
6. It was also agreed that an amount of money, initially $3230.79, would be set aside to pay all future joint expenses including property expenses, expenses incurred in trying to sell the motor vehicles and real property and expenses incurred in pursuing two legal matters referred to herein as the Bloomingville matter and the DWL matter, and finalising a third legal matter referred to as the FTP matter where we had already won this case on appeal in the Supreme Court and had received a favourable costs order and were awaiting assessment and receipt of those costs. Sundry other joint expenses and liabilities were also to be paid from these funds. The funds have been comingled with my own funds since our CBA joint bank account was closed on 23 June 2021 and are referred to herein as “our joint funds”

***Real Property***

1. The first asset listed is the marital home at 21 Ilma Avenue, Kangaroo Point NSW 2224 and this was optimistically valued at $6,400,000. No mortgage remained on the property as it had been extinguished four days earlier. The property was sold on 4 February 2021 for $6,000,000 and Debra and I each received separate bank cheques that day for $150,000 each to share in the 5% deposit of $300,000. Settlement of the remaining $5,700,000 occurred on 10 June 2021 and Debra and shared equally in those proceeds.
2. The second item on the Balance Sheet is the condo I purchased in 2010, solely in my name, at 3508/200 W Sahara Avenue, Las Vegas, Nevada. Since the Balance Sheet was prepared Debra and I have agreed on more than one occasion that I should pay her AUD$320,000 for her half share in this property and its contents (refer paragraphs XX and XX), however this wasn’t done as I was wanting consent orders to be filed in the Court before I made that payment to Debra.

***Motor Vehicles***

1. The third item on the Balance Sheet is the 2009 Ferrari California I purchased in February 2010 (refer paragraphs XX and XX). The wholesale market for this vehicle was in the $140,000 to $150,000 range so, despite advertising it continually from December 2019 until it was eventually sold, a sale proved difficult to achieve. Debra became increasingly frustrated with this non-realisation, so much so that she insisted that if the car was not sold by 30 September 2020 that I should buy her out based on a value of $140,000. It was not sold by this date, so I added $140,000 to our joint funds. The car was eventually sold on 21 October 2020 for $162,500.
2. The fourth item on the Balance Sheet is the Lexus RX450h motor vehicle which we both agreed was worth $38,000, however a sale of this vehicle also proved difficult until one day Debra’s brother, Craig, came and took the vehicle and I never saw it again. I don’t know if it was sold, or if Debra had it shipped to New Zealand, but I have not received any proceeds for my share of this vehicle. On 30 September 2020 I charged a discounted amount of $33000 against our joint funds in lieu of this vehicle.
3. The fifth item on the Balance Sheet is the 2018 Tesla Model S P100D motor vehicle. On 20 February 2020 Debra and I both agreed that this vehicle was worth $119,000 at that time and so I transferred $59,500 into her CBA bank account on that day for her half of the vehicle.
4. The sixth item on the Balance Sheet was a Caprice horse float that had just been sold on our behalf by our daughter, Naomi for $5,500. When Naomi gave us the proceeds later in December 2019, we each retained $2750 cash from this sale.

***Corporate***

1. The seventh item on the Balance Sheet is G K Investments Pty Ltd. This company acts as trustee of the Benson Family Trust and the directors are Debra and my sister, Michelle Yvette Lehmann. I act only as Company Secretary. The only assets held by this trustee on behalf of the Benson Family Trust were shares in publicly listed companies and a CBA bank account. All shares that could be sold have been sold and they realised approximately $259,300. From this amount $78,000 was transferred to my CBA savings bank account on 4 February 2020 and $78,000 was transferred to Debra’s CBA account on 5 February 2020. The remaining funds of approximately $103,300, after payment of various expenses, have been retained in our joint funds. The company bank account with CBA has a balance of $5.10.
2. The eighth item on the Balance Sheet is Betfair Dogs. This represents our share of the sum of 5 different betting accounts held with the Betfair betting exchange. These accounts were used to bet on horse, dog and sporting events with several different partners. Our total share, as per the Balance Sheet, of $95367.54 was added to our joint funds on 1 July 2020.
3. The ninth item was my estimate of the assessed costs we would receive from the defendant in the FTP legal matter that had already been resolved on appeal in the Supreme Court of NSW. The actual amount received was $154,233.15 and this was banked into our joint account and added to the schedule of our joint funds on 6 May 2020.
4. The tenth item was the face value of my collectible Australian banknotes and was credited to our joint funds on 30 May 2020. This collection of banknotes no longer exists as it was stolen around this time.

***Foreign currencies***

1. All foreign currencies listed on the Balance Sheet other than the GBP help in Barclays Bank were dealt with according to the schedule annexed hereto and marked the letter “X”.
2. The balance of the Barclays Bank account amounting to GBP 25365.97 (AUD$47985.26 at that time) was transferred to Angelic City International Limited in the Isle of Man in part satisfaction of our debt owing to them for 2017 football losses of $52663.38. The balance of AUD$4678.12 was paid to them by me in GBP 2473.79 on 11 January 2022. Refer to email confirmation annexed hereto and marked with the letter “X”.

***Cash and bank accounts, etc***

1. On 16 December 2019 we divided up our cash and other bank accounts so that Debra kept AUD$2775, NZD$42 (AUD$400) and I kept AUD$125, Star gaming chips worth $2630, my NSW TAB betting account with a balance of $1020.26, my ANZ bank account 907891930 with a balance of $92.60, my St George bank account 419496480 with a balance of $953 and the following CBA bank accounts: 10073637 $680; 10127500 $63; 10078534 $85.56; and 10136730 $220.20.
2. On 12 December 2019 it was agreed that Debra would retain her newly purchased Tesla Model S performance motor vehicle and that all costs associated with this motor vehicle would be borne by Debra in her allocation of joint assets.
3. Sometime before 12 December 2019 Debra had charged an amount of $5000 to her Mastercard credit card as a deposit on this vehicle. She also charged both the motor vehicle insurance amounting to $3209.52 and a purchase of wheel nuts for $22 to her Mastercard.
4. On 12 December 2019 $186304 was withdrawn from our CBA Netbank Saver account ending in 5275. These funds were used to pay, on behalf of Debra, the balance owing on her new Tesla motor vehicle.
5. It was agreed on 16 December that certain amounts previously charged to our credit cards which were prepayments for upcoming events would be treated as prepayment assets for the purpose of dividing our assets and these prepayments totalled $942 for me and $3540 for Debra.
6. At the commencement of the day on 16 December 2019 the balance of our Netbank saver account ending in 5275 was $480,496 as shown on the Balance Sheet prepared by me on that day.
7. During the day of 16 December 2019 $179,048.10 was withdrawn from our CBA Netbank Saver account ending in 5275. These funds were used to pay $100,000 to Debra’s personal bank account that day and a further $4,000 was paid into her personal account the following day. They were also used to pay the balance of Debra’s Mastercard credit card amounting to $38040.86 and $30398.45 was transferred to my personal account to pay the balance owing on my Visa credit card at that time of $28167.45 and to pay the amount owing to Alabar Bloodstock of $2231, when those amounts became due. The remaining $6608.79 was transferred to our joint bank account ending in 1413 from which payment was made to John Basa of $5748 for marketing expenses on the proposed sale of 21 Ilma Avenue Kangaroo Point and $500 was paid to our maintenance man, Lubo. The other $360.79 was added to the balance of $2870 already in that account leaving a balance of $3230.79 in the joint bank account ending in 1413 to pay for future joint expenses and referred to herein as “our joint funds”.
8. At the end of the day on 16 December 2019 the balance remaining in the CBA Netbank saver account ending in 5275, after the transactions described above, was $301,447.90 which was my allocation of this account as per the Balance Sheet prepared by me on this day. I later transferred the $30398.45 referred to above back into the joint Netbank Saver account ending in 5275 from where I obtained the funds to pay my Visa credit card and Alabar Bloodstock when they became due for payment in January 2020.
9. It was also agreed on 16 December 2019 that I would pay our joint debt owing to Steven Hegyi amounting to $3367 and this has since been paid.