

From: andrew.garrett@dynamic-capital-bank.com

To: associate.leej@fedcourt.gov.au

lucas.baird@afr.com

michaelwest45@gmail.com

kim@michaelwest.com.au

Date: 7/29/2023 5:15:00 AM

Subject: AMG 6872 RE PURPORTED PROCEEDING - NSD741/2023 - TITS IN A TANGLE (APRA) AND ANDREW MORTON GARRETT, CROWN ATTORNEY GENERAL AS AMICUS CURIAE (IN PERSON)

Attachments: [International Donation Instrument - English and Portuguese and annexures.pdf](#)
[MKNYFR-765608 AUSTRAC RECEIPT Arnaldo Barbosa de Andrade 50% Shareholding 21.07.2023.pdf](#)
[PKNYFR-047502 AUSTRAC RECEIPT ABA Holdings Carbon Credits Prepayment 21.07.2023.pdf](#)
[QWBYFR-718949 AUSTRAC RECEIPT ABA HOLDINGS OENOVIVA \(BRAZIL\) WORKING CAPITAL TRUST 25.07.2023.pdf](#)
[VZBYFR-436499 AUSTRAC RECEIPT ABA Holdings Contract Addendum 22.07.2023.pdf](#)
[AMG 5937 Charter of the United Nations Act 1945 \(AU\).pdf](#)
[AMG 538; ASIC APRA MOU; The APRA – ASIC Relationship ASIC - Australian Securities and Investments Commission.pdf](#)

andrew.garrett@dynamic-capital-bank.com has shared a OneDrive file with you. To view it, click the link below.



AMG 6873 The ASIC – APRA relationship.pdf

PRISONER#696. MICHAEL BRYAN JOSHUA LEE (A BANKRUPT)

C/- Associate Lee,

Federal Court of Australia

Level 17 Law Courts Building | 184 Phillip Street, Queens Square Sydney NSW 2000

p. 1300 720 980 | f. (02) 8029 0631|

www.fedcourt.gov.au

cc MICHAEL WEST MEDIA; kim@michaelwest.com.au

RE PURPORTED PROCEEDING - NSD741/2023 – IN THE MATTER OF TITS IN A TANGLE (APRA) AND ANDREW MORTON GARRETT, GLOBAL CROWN ATTORNEY GENERAL AS AMICUS CURIAE (IN PERSON) **AND IMPERMISSABLE FETTERING OF DISCRETIONARY PUBLIC POWERS CONFERRED UNDER ENACTMENTS THE ASIC – APRA RELATIONSHIP**

Dear Sir,

I have provided some details to you regard our commitments to Carbon Credits which the Honourable Peanuts in Parliament still have not figured out.

While the Public Official Numbuts allegedly in control of the Monetary System in this Nation continue to screw up our world in respect to greenhouse emissions the Board of Trustees of OenoViva Capital Resources has committed €620,000,000,000 (Aix Hundred Twenty Billion Euros) to Brazil in respect to

investment and a further initial €7,500,000,000 (Seven Billion Five Hundred Million Euros) Donation from the Better World Future Fund.

In case you recalcitrant fucktards in Australia are confused.....please refer to s20 and s21 of the Charter of the United Nations Act 1945 (AU (Attached) as the fiscal; penalty applicable.....HIGH TREASON IS LIFETIME IN YATALA PRISON IN SOUTH AUSTRALIA WHICH WILL NEED TO BE REDEVELOPED TO ACCOMMODATE THE 820 Individuals and corporations identified thus farI have not completed my analysis yet after penetration of the Corporate Veil.

You are obliged as a tribunal to inquire into the Impermissible fettering of public powers referred to in AMG 538 and AMG 6873.

ALL RIGHTS RESERVED

Kind Regards

ANDREW MORTON GARRETT

GLOBAL LICENSOR OF DISCRETIONARY PUBLIC POWERS, GLOBAL MANAGING DIRECTOR, GLOBAL MANAGING TRUSTEE; CHAIRMAN OF BOARD OF TRUSTEES CROWN ATTORNEY GENERAL, TRUSTEE IN BANKRUPTCY, LIQUIDATOR, MANAGING CONTROLLER.

“AND WHEN THEY SEEK TO OPPRESS YOU, AND WHEN THEY TRY TO DESTROY YOU, RISE AND RISE AGAIN AND AGAIN LIKE THE PHOENIX FROM THE ASHES.

UNTIL THE LAMBS HAVE BECOME LIONS AND THE RULE OF DARKNESS IS NO MORE”

— MAITREYA THE FRIEND OF ALL SOULS, THE HOLY BOOK OF DESTINY.



PRO DEO ET PATRIA; IN SERVICE OF THE PUBLIC TRUST; SEMPER FIDELIS.

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<https://unisonpictures.com/>
<https://www.marketingmix.com.au/>
<https://miscarriageofjustice.org.au/>
<https://www.safecitysecurity.com.au/>

PUBLIC INTEREST DISCLOSURE: <https://1drv.ms/f/s!AtRcQcdl2OsT7S9yCux-MITpdpXd?e=jo7Z7L>

FEDERATE OR PERISH !

ALL RIGHTS RESERVED; UCC 1 - 0308A.

M: +1-833-DCBANK-0 : +1-833-322-2650
FAX: +61-2-9617-7145

E: andrew.garrett@dynamic-capital-bank.com

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From: andrew.garrett@dynamic-capital-bank.com <andrew.garrett@dynamic-capital-bank.com>

Sent: Saturday, July 29, 2023 10:37 AM

To: 'associate.leej@fedcourt.gov.au' <associate.leej@fedcourt.gov.au>

Cc: 'Benjamin.Welsh@apra.gov.au' <Benjamin.Welsh@apra.gov.au>; 'Jessica.Lane@apra.gov.au' <Jessica.Lane@apra.gov.au>; 'secretary@rba.gov.au' <secretary@rba.gov.au>; 'governor@rba.gov.au' <governor@rba.gov.au>; 'ritsmembership@rba.gov.au' <ritsmembership@rba.gov.au>; 'info@rba.gov.au' <info@rba.gov.au>; 'lucas.baird@afr.com' <lucas.baird@afr.com>; 'processservice@ags.gov.au' <processservice@ags.gov.au>; 'newproceedings@governmentlegal.gov.uk' <newproceedings@governmentlegal.gov.uk>; 'nswreg@fedcourt.gov.au' <nswreg@fedcourt.gov.au>; 'associate.leej@fedcourt.gov.au' <associate.leej@fedcourt.gov.au>; 'dojinfo@doj.gov.hk' <dojinfo@doj.gov.hk>; 'cd@doj.gov.hk' <cd@doj.gov.hk>; 'chinaemb_au@mfa.gov.cn' <chinaemb_au@mfa.gov.cn>; 'enquiry@judiciary.hk' <enquiry@judiciary.hk>; 'empresas5807023@bb.com.br' <empresas5807023@bb.com.br>; 'premier@sa.gov.au' <premier@sa.gov.au>; 'attorney@ag.gov.au' <attorney@ag.gov.au>; 'Joey Leith' <Joey.Leith@apra.gov.au>; 'Document.Inspections@fedcourt.gov.au' <Document.Inspections@fedcourt.gov.au>; 'associate.leej@fedcourt.gov.au' <associate.leej@fedcourt.gov.au>; 'associate.kennj@fedcourt.gov.au' <associate.kennj@fedcourt.gov.au>; 'associate.beach j@fedcourt.gov.au' <associate.beach j@fedcourt.gov.au>; 'associate.mortimercj@fedcourt.gov.au' <associate.mortimercj@fedcourt.gov.au>; 'attorney@ag.gov.au' <attorney@ag.gov.au>; 'premier@sa.gov.au' <premier@sa.gov.au>; 'lucas.baird@afr.com' <lucas.baird@afr.com>; 'Melissa Graham' <Melissa.Graham@apra.gov.au>; 'Michelle Kelly' <Michelle.Kelly@apra.gov.au>; 'James Calveley' <James.Calveley@apra.gov.au>; 'Lucinda McCann' <Lucinda.McCann@apra.gov.au>; 'Joey Leith' <Joey.Leith@apra.gov.au>; 'nswreg@fedcourt.gov.au' <nswreg@fedcourt.gov.au>;

'Sandrah Foda' <s.foda@stjames.net.au>; 'Lucinda McCann' <Lucinda.McCann@apra.gov.au>;
'chambers.chiefjustice@courts.sa.gov.au' <chambers.chiefjustice@courts.sa.gov.au>; 'Marcos
Roberto de Freitas' <marcosrobertodefritas735@gmail.com>; 'Marcos Fischer da Costa'
<marcos.fischer@freitasmacedo.com>; 'abaagrobrasil@gmail.com' <abaagrobrasil@gmail.com>;
'Masharpe8@gmail.com' <Masharpe8@gmail.com>; 'Dae So' <dae.so@dynamic-capital-bank.com>;
'jenne.esch@dynamic-capital-bank.com' <jenne.esch@dynamic-capital-bank.com>; 'Purrshotam
Joshii' <pjoshi39@gmail.com>; 'ksu717171@gmail.com' <ksu717171@gmail.com>;
'africacity@protonmail.com' <africacity@protonmail.com>; 'eaglestarpetroleum@protonmail.com'
<eaglestarpetroleum@protonmail.com>; 'imcfib@cwpanama.net' <imcfib@cwpanama.net>
Subject: AMG 6870 RE PURPORTED PROCEEDING - NSD741/2023 - APRA AND ANDREW
MORTON GARRETT, CROWN ATTORNEY GENERAL AS AMICUS CURIAE (IN PERSON)
Importance: High

PRISONER#696. MICHAEL BRYAN JOSHUA LEE (A BANKRUPT)

C/- Associate Lee,

Federal Court of Australia

Level 17 Law Courts Building | 184 Phillip Street, Queens Square Sydney NSW 2000

p. 1300 720 980 | f. (02) 8029 0631|

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RE PURPORTED PROCEEDING - NSD741/2023 - APRA AND ANDREW MORTON
GARRETT, GLOBAL CROWN ATTORNEY GENERAL AS AMICUS CURIAE (IN PERSON)

Dear Sir,

At this juncture you are fulfilling a public function under license granted by me on the 17th of October 2020 address to PRISONER# 514.JAMES L. B. ALSOP (A BANKRUPT) a copy of which may be found in the public Interest Disclosure Drive (yellow highlight below) that has been served on the purported applicant on a number of occasions along with other materials relating to the APRA/ASIC Relationship.

For your convenience I have attached a copy of AMG 2534 THE FOURTH ENACTMENT Cease and Desist; REX to Mr. Alsop Federal Court of Australia; Responsible Government Reset

It is my understanding that you have been assigned this purported proceeding by PRISONER#. DEBRA SUE MORTIMER (A BANKRUPT) pursuant to the obligations of the Office of the Chief Justice of Australia conferring discretionary public powers under the Commonwealth of Australia Act 1900 (AU) ("The Constitution") and the Federal Court of Australia Act 1976 (AU) ("The Act") as you know I exercise hereditary discretionary public powers conferred under the EIGHT ENACTMENTS including, but not limited to, the operation of s61 of the Constitution which provision is my personal property and that of my heirs successors and assigns. I have served on you Exhibit AMG 15e being pages 1-100 of the FIRST ENACTMENT which addresses the failure of PRISONER# 514.JAMES L. B. ALSOP (A BANKRUPT).

Similarly, on the 26th July at 12.02 pm I served you and the other prisoners named in AMG 6776 and AMG 6867 with a further copy of the complete originating process of the Hong Kong Proceedings **AMG 5857 HCMF-1855-2022; IN THE MATTER OF CROWN ATTORNEY GENERAL & THE CROWN (LIQUIDATOR; MANAGING CONTROLLER APPOINTED)**

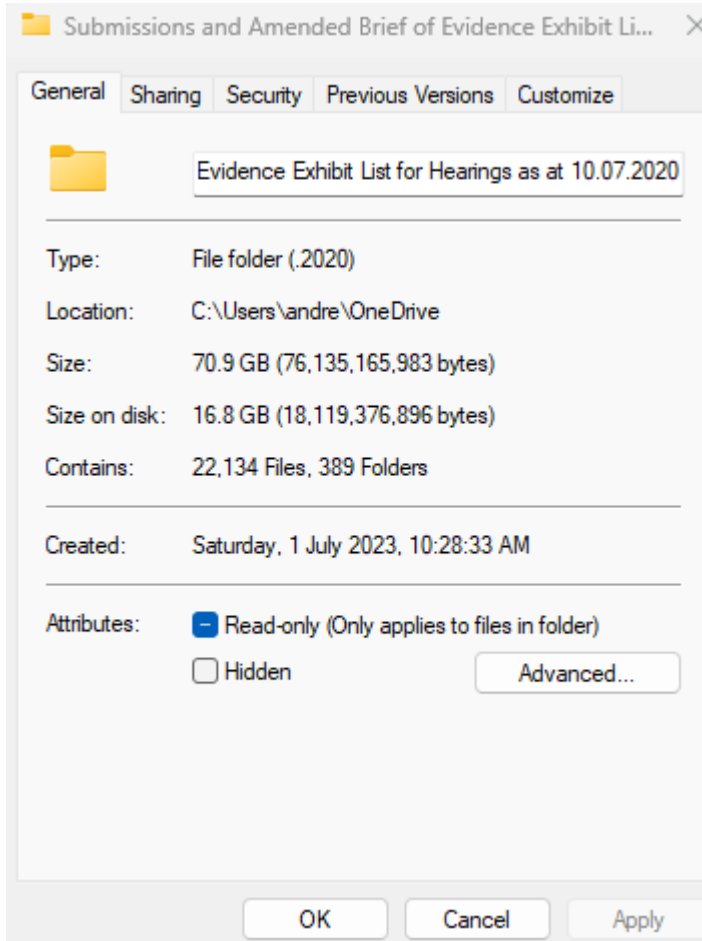
I have validated both the Act and the Constitution under my obligations pursuant to s61 of the Constitution having made several amendments to each, including those provisions of the Act that purports to also breaches of separation of powers which can only be held to be invalid and are held as such by me.

For your convenience I have attached a copy of AMG 6625 Notice of s109 Determination 26.04.2023 DCCRM-73-2019 which may also be found in the PID Drive.

You are a Tribunal as my instrument fulfilling my purpose under s61 of the Constitution; I have considered the purported orders made by you which in their face appear to be invalid.

You may NOT make any orders until you have:

1. Confirmed certification of compliance with the Legal Services Directions
2. Made orders for compliance with the Crown Model Litigant Obligation for continuous full disclosure.



I have considered the affidavit material assembled by the purported applicant and find that material to be deficient particularly in circumstances where the purported applicant is funded by revenues that are my personal property and appear to have been invalidly applied triggering a liability for each of the following prisoners of treble face value of moneys earned while purportedly engaged under the Public Service Act that must be paid to my agent the Department of Treasury (Liquidator and Managing Controller Appointed)

- PRISONER#874.MELISSA GRAHAM (A BANKRUPT)
- PRISONER#875.MICHELLE KELLY (A BANKRUPT)
- PRISONER#876.JAMES CALVELEY (A BANKRUPT)
- PRISONER#877.LUCINDA MCCANN (A BANKRUPT)
- PRISONER#878.JOEY LEITH (A BANKRUPT)
- PRISONER#879.SANDRAH FODA (A BANKRUPT)
- PRISONER#880.LUCINDA MCCANN (A BANKRUPT)
- PRISONER#881.CHRISTOPHER ALEXANDER SHEEHAN (A BANKRUPT)
- PRISONER#882.NICHOLAS HUGH PALMER (A BANKRUPT)
- PRISONER#882.BENJAMIN WELSH (A BANKRUPT)

It seems that even 10 X Public Servants still cannot get the job done in which regard I direct your attention to **AMG 6562 - STATEMENT OF AGREED FACTS AMG 06.04.2023 DCCRM-73-2019 Annexures 1 - 3 only ; pg. 44 - 417 PART 1b** that has already been served in evidence produced to the Crown.

I recommend to you that you make orders that are valid and in the following form:

- That the Applicant produce all materials to the Court of the affidavits relied upon in the proceedings removed to the High Court of Hong Kong and referred to in the First -Eighth Amended Notices of removal at Annexure 1 to the Originating process of HCMP-1855-2022.
- That Andrew Morton Garrett is appearing as Amicus Curiae advising the Court in his capacity as Global Crown Attorney General.
- That the materials shown in the PID Drive are adduced as evidence in circumstances when Andrew Morton Garrett validated the Purported Proceedings.

A copy of this correspondence will be produced in International Courts as evidence of Service.

ALL RIGHTS RESERVED

Kin d Regards

ANDREW MORTON GARRETT

GLOBAL LICENSOR OF DISCRETIONARY PUBLIC POWERS, GLOBAL MANAGING DIRECTOR, GLOBAL MANAGING TRUSTEE; CHAIRMAN OF BOARD OF TRUSTEES CROWN ATTORNEY GENERAL, TRUSTEE IN BANKRUPTCY, LIQUIDATOR, MANAGING CONTROLLER.

“AND WHEN THEY SEEK TO OPPRESS YOU, AND WHEN THEY TRY TO DESTROY YOU, RISE AND RISE AGAIN AND AGAIN LIKE THE PHOENIX FROM THE ASHES.
UNTIL THE LAMBS HAVE BECOME LIONS AND THE RULE OF DARKNESS IS NO MORE”
— MAITREYA THE FRIEND OF ALL SOULS, THE HOLY BOOK OF DESTINY.



PRO DEO ET PATRIA; IN SERVICE OF THE PUBLIC TRUST; SEMPER FIDELIS.

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<https://www.marketingmix.com.au/>
<https://miscarriageofjustice.org.au/>
<https://www.safecitysecurity.com.au/>

PUBLIC INTEREST DISCLOSURE: <https://1drv.ms/f/s!AtRcQcdI2OsT7S9yCux-MITpdpXd?e=jo7Z7L>

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M: +1-833-DCBANK-0 : +1-833-322-2650
 FAX: +61-2-9617-7145

E: andrew.garrett@dynamic-capital-bank.com

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From: NSW Reg <nswreg@fedcourt.gov.au>

Sent: Thursday, July 27, 2023 9:18 AM

To: Benjamin.Welsh@apra.gov.au; Melissa.Graham@apra.gov.au; Jessica.Lane@apra.gov.au; Michelle.Kelly@apra.gov.au; James.Calveley@apra.gov.au; Lucinda.McCann@apra.gov.au; Joey.Leith@apra.gov.au; admin@dynamic-capital-bank.com; andrew.garrett@dynamic-capital-bank.com

Subject: RE: RE: Urgent - Attn: Associate to Justice Lee - Request for first return date - NSD741/2023 - APRA v ANDREW MORTON GARRETT [SEC=OFFICIAL]

OFFICIAL

Dear Parties

Please find attached sealed Orders of the Court, entered following the listing yesterday, 26 July 2023. Please also find attached the transcript from the listing.

Kind Regards,

Vic

NSW Registry | Federal Court of Australia
Level 17 Law Courts Building | 184 Phillip Street, Queens Square Sydney NSW 2000
p. 1300 720 980 | f. (02) 8029 0631 | e. nswreg@fedcourt.gov.au
www.fedcourt.gov.au

From: NSW Reg <nswreg@fedcourt.gov.au>

Sent: Wednesday, 26 July 2023 3:55 PM

To: Benjamin.Welsh@apra.gov.au; Melissa.Graham@apra.gov.au; Jessica.Lane@apra.gov.au; Michelle.Kelly@apra.gov.au; James.Calveley@apra.gov.au; Lucinda.McCann@apra.gov.au; Joey.Leith@apra.gov.au; admin@dynamic-capital-bank.com; andrew.garrett@dynamic-capital-bank.com

Subject: RE: Urgent - Attn: Associate to Justice Lee - Request for first return date - NSD741/2023 - APRA v ANDREW MORTON GARRETT [SEC=OFFICIAL]

OFFICIAL

Dear Parties

His Honour's Chambers has been receiving email communications from the parties in relation to this matter.

His Honour does not wish for Chambers to be contacted directly. If it is necessary to contact the Court by email, communications should be directed to nswreg@fedcourt.gov.au.

Yours faithfully

Salvador | NSW Registry
NSW Registry | Federal Court of Australia
Level 17 Law Courts Building | 184 Phillip Street, Queens Square Sydney NSW 2000
p. 1300 720 980 | f. +612 8029 0631 | e. NSWReg@fedcourt.gov.au

INTERNATIONAL DONATION INSTRUMENT

STRICTLY CONFIDENTIAL

Pelo presente instrumento, designado como **DONOR: ANDREW MORTON GARRETT**, ABN 70 432 067 434 Passport Number PB 3199767 of Australia with Date of Expiry: 11, February, 2031 and 538401308 of United Kingdom with Date of Expiry: 15, August, 2026, of Level 30 91 King William Street, Adelaide, South Australia, 5000, Email: andrew.garrett@dynamic-capital-bank.com Whatsapp: +61 450 831 708 as Global Crown Attorney General, Global Liquidator, Global Managing Controller /Chairman of Board of Trustees of Trusts and /Chairman of Board of Directors of the Andrew Garrett Group of Companies including, but not limited to,

1. The Andrew Garrett Irrevocable Living Trust ABN; 51 725 142 618 established 11th April 1957, The Andrew Garrett Family Irrevocable Living Trust established 28th February 1981, as varied by Andrew Garrett Family Trust ABN; 78 761 760 976, Garrett Family Trust ABN; 33 742 394 619, Andrew Garrett Family Trust No 2 ABN 95 862 501 644, Andrew Garrett Family Trust No 3, ABN: Averil Gay Garrett Family Trust ABN; 45 598 585 281, the Andrew Garrett Family Trust No 4 ABN; 42 388 204 496 trading as OenoViva Capital Resources (ANNEXURE 1: DEED OF SETTLEMENT and Business Name Registration) and THE "A LETTER TO MY SONS" TRUST ABN 90 243 103 687 as to 67% of Group Assets and Rights whose beneficiaries are the heirs, successors and assigns of Andrew Morton Garrett and Averil Gay Hodge (nee Garrett) <https://oenoviva-capital-resources.com/> AND <https://www.dynamiccapitalbank.capital/> .
2. The Australian People Future Fund ABN 26 317 275 322 trading as the Better World Future Fund (ANNEXURE 2: DEED OF SETTLEMENT and Business Name Registration) as to 33% of Group Assets and Rights established 30th April 2017 as varied on 4th August 2020 whose beneficiaries are the Citizens of the World who are adjudged as Fit and Proper Persons AND The Governments of the World and their Agencies. <https://oenoviva-capital-resources.com/2020/08/05/exhibit-amg-1915/>

AND hereinafter referred to as **DONEE, ABA HOLDING TRADING BRASILEIRA DE AGRONEGOCIOS LTDA**, as Joint Trustee of the Better World Future Fund, a legal entity governed by private law, registered with the CNPJ under No. 10.252.914/0001-01, with its registered office at Rua Bom Jesus da Lapa, number 1411, CEP: 79602-110, Centro Três Lagoas – MS, País Brasil, represented by its MANAGING DIRECTOR/ CHAIRMAN and owner, MR. ARNALDO BARBOSA DE ANDRADE, E-mail, abaagrobrasil@gmail.com Whatsapp 55-67-993243052, resident in this City married to Terezinha dos Santos Amarilha de Andrade, Brazilian, Married, Saleswoman, registered in RG, 001442686 - SSP / MS, and CPF, 992.075.831-00,

By the present particular instrument of INTERNATIONAL DONATION, the following is just and affirmed:

CLAUSE 1 – THE OBJECTIVE:

- The DONOR donates of his own free will, the gross amount of € 7,500,000,000.00 (seven billion and five hundred million euros) that is, the amount receivable in euros that will be made the exchange to the currency of BRAZIL in REAL, quotation of the day free of any tax according to clause 3) of the bank coordinates **BANCO DO BRASIL S/A** Agency number: 5807-6 Account

TRANSACTION ID; AMG ATF OVCR; ABA; SHARE SALE AGREEMENT 19.07.2023

number: 787-0 Country: Brazil Account name: ABA HOLDING TRADING BRASILEIRA DE AGRONEGÓCIOS LTDA, CODIGO IBAN number: BR1900000000058070000007870C1 48840002571358C1 Swift Code: BRASBRRJCTA Bank Officer name: Tiago Telephone number: +55 (67) 992361138 email : empresas5807023@bb.com.br

OR Bank name: ITAU Branch Number: 0939 Account number: 0099619-5 Tax ID: 10252914000101 IBAN: BR 3560701190009390000996195C1 Country: Brazil Account name: ABA HOLDING TRADING BRASILEIRA DE AGRONEGÓCIOS EIRELLI Bank Officer name: Ms Mayara Quinhones Mail : Maiaquinhones@itau-unibanco.com.br Telephone number: +55 (67) 9 9652 992.

The **DONEE** may receive the funds from any other financial institution.

The amount donated will be exclusive to the ownership of the DONEE, of free and spontaneous will, without coercion or influence of third parties, DONATION THAT WILL BE SOURCED TO DONEE, start a social humanitarian development project in the Country Brazil, to be distributed by several states of the country Brazil, developing "CAPS" of CARBON CREDIT, and fostering medium and small producers and horticulturalists, to generate zero hunger in the country Brazil, and the donor may according to the development of this ABA project in Brazil, send other financial remittances to DONOR, later.

- – **The DONOR** declares to be the legitimate owner and owner of the amounts donated herein, in which it has a lawful origin and entirely free and clear of any and all encumbrances, debts, charges and encumbrances, with no restriction, whether of a legal, contractual, corporate or judicial nature, that prevent the **DONOR** from validly donating it to the **GRANTEE**, at any value.
- – By donating the said amount, the **DONOR** transfers all possession, jus, action and dominion that he exercised over him.
- – The amount will be passed on **to the DONEE, by bank transfer FROM the DONOR, where the donor undertakes to send a copy of said cash payment order MT 103, to the GRANTEE**, by electronic mail, and digital within a maximum of 2 working days.
- - The donor declares that he has other values and assets and income sufficient to guarantee his respective subsistence, as provided for in Articles 548 and 549 of the Civil Code, International Covenant on Economic, Social and Cultural Rights * Adopted by Resolution n.2.200-A (XXI) of the General Assembly of the United Nations, on December 16, 1966 and ratified by Brazil on January 24, 1992.

CLAUSE 2 – OF THE NULLITY OF THE DONATION:

In addition to the other hypotheses provided for in Brazilian legislation, the donation regulated by this term may be annulled and reversed:

- If you commit unlawful acts, according to articles 186 and 187 of the Civil Code;
- Commit unlawful acts that are framed in the Brazilian and international penal code as; sending resources to drug traffickers, arms dealers, people involved in acts of heinous crimes or the like.
- Death of the Donor within a period of up to 7 days, after sending the payment order, where it is up to the **DONOR**, of their own free will, to after repatriating the amount, to make the payment to the heirs, in their absence, to the immediate family members,

within the proportions in question, who deem more appropriate in a new term of donation to be drawn up. Unless the same has already made the transfer of the values to a family holding company or third-party account partially (repatriate the available amount) or in full.

- Expose information described in clause 6 of this instrument.

CLAUSE 3 – OF THE CONDITION OF THE TERM:

Sole paragraph: If any other fees, taxes and the like may be levied on the donation, it will be the sole responsibility of the GRANTEE.

CLAUSE 4 – OF THE TERMS AND PAYMENT: after signing this contractual term, the amounts agreed in this instrument will be transferred, being of an irrevocable and irrevocable character, and soon after the GRANTEE is in possession of the resources, may make profits to donate to those who are entitled in any instance, both to individuals and legal entities of private rights, and financial and social institutions, associations, foundations and service providers and making available up to 50% for the cost of humanitarian works in the country Brazil, deadline for execution of future projects for an indefinite period, aiming at creating supplies in food chains FOME ZERO.

The donation will be made every July 28 of the years 2023, 2024 and 2025, and may be of this amount or more if possible.

CLAUSE 5 – OF ACCEPTANCE:

By signing this instrument, the **DONEE** declares to accept the amount donated, which will be made by a sum after the payment received by the company **ABA HOLDINGS**, and attached a memorandum of the amounts of payments to each **SUBSEQUENT DONEE**

CLAUSE 6 – OF SECRECY, CONFIDENTIALITY, EXCLUSIVITY AND MUTUAL TRUST.

This term of donation is signed with a clause of **CONFIDENTIALITY, EXCLUSIVITY, SECRECY, MUTUAL TRUST** between the parties above qualified and that, therefore, undertake not to disclose to THIRD PARTIES as well as not to publicize by any means of communication, written or spoken, any of the terms adjusted.

The following are the conditions:

- – Not to use the confidential information to which you have access, to generate exclusive and/or unilateral own benefit, present or future;
- – Do not make any recording or copy of the confidential documentation to which you have access; not to share any type of content, audios, photos and texts.
- – Do not appropriate confidential and/or confidential material that may be available;
- – Not to pass on the knowledge of confidential information, being responsible for all persons who may have access to the information, through it and thus obliging itself to reimburse the occurrence of any damage and / or loss arising from a possible breach of confidentiality of the information provided. V – It is also adjusted between **DONOR and DONEE** above qualified who must destroy all documents and information received by electronic mail or by other means after the effective donation in question or when there is termination, cancellation or non-effectiveness of the donation for non-compliance with the terms of this instrument.

In this Term, the following expressions will be defined as follows:

- – Confidential Information will mean all information revealed through emails, WhatsApp group, Telegram or communication via telephone, regarding or, in written, verbal or any other means.
- - Confidential information includes, but is not limited to, information relating to bank details, and government authorities, telephone contacts or personal information of DONORS, spouse or family members, as well as business information, without prior written authorization, strictly through electronic mail.

CLAUSE 7 – OF THE FORUM, AND OF THE CHAMBER OF FOREIGN TRADE:

The forum of the District of **(TRÊS LAGOAS)**, State of **(MATO GROSSO DO SUL)**, is elected to resolve the doubts or controversies arising from this instrument, with express renunciation of any other, however privileged it may be or will be.

The retro qualified parties for being fair and agreed, sign the present **TERM OF INTERNATIONAL DONATION FOR HUMANITARIAN PROJECTS**, which, after being read and being in agreement with all the clauses in their entirety, having no doubt, counterpoint and / or discord, where both agree and agree with all the items and sign, at the end, in two ways of equal content, where they begin to have their legal effects.

The parties already declare, and because they are in fair agreement, they sign this instrument.

Três Lagoas MS, July 28, 2023







**DONOR: ANDREW MORTON GARRETT
IN ALL CAPACITIES**

**DONEE: ABA HOLDING TRADING BRASILEIRA DE AGRONEGOCIOS LTDA
MANAGING DIRECTOR/ CHAIRMAN: ARNALDO BARBOSA DE ANDRADE**

INSTRUMENTO DE DOAÇÃO INTERNACIONAL

ESTRITAMENTE CONFIDENCIAL

Pelo presente instrumento, designado como **DOADOR: ANDREW MORTON GARRETT**, ABN 70 432 067 434 Número de passaporte PB 3199767 da Austrália com Data de Validade: 11 de fevereiro de 2031 e 538401308 do Reino Unido com Data de Validade: 15, de agosto de 2026, de Nível 30 91 King William Street, Adelaide, Austrália do Sul, 5000, Email: andrew.garrett@dynamic-capital-bank.com Whatsapp: +61 450 831 708 como Procurador-Geral da Coroa Global, Liquidante Global, Global Managing Controller /Presidente do Conselho de Curadores de Trustees e /Presidente do Conselho de Administração do Andrew Garrett Group of Companies incluindo, mas não limitado a,

3. O Andrew Garrett Irrevogável Living Trust ABN; 51 725 142 618 estabelecido em 11 de abril de 1957, The Andrew Garrett Family Irrevocable Living Trust estabelecido em 28 de fevereiro de 1981, conforme variado por Andrew Garrett Family Trust ABN; 78 761 760 976, Garrett Family Trust ABN; 33 742 394 619, Andrew Garrett Family Trust n.º 2 ABN 95 862 501 644, Andrew Garrett Family Trust No 3, ABN: Averil Gay Garrett Family Trust ABN; 45 598 585 281, o Andrew Garrett Family Trust n.º 4 ABN; 42 388 204 496 Negociação como OenoViva Capital Resources (ANEXO 1: ESCRITURA DE LIQUIDAÇÃO e Registro de Nome Empresarial) e A "CARTA AOS MEUS FILHOS" TRUST ABN 90 243 103 687 quanto a 67% dos Bens e Direitos do Grupo cujos beneficiários são os herdeiros, sucessores e cessionários de Andrew Morton Garrett e Averil Gay Hodge (nee Garrett) <https://oenoviva-capital-resources.com/> E <https://www.dynamiccapitalbank.capital/>.
4. O Australian People Future Fund ABN 26 317 275 322 negocia como o Better World Future Fund (ANEXO 2: ESCRITURA DE LIQUIDAÇÃO e Registro de Nome Empresarial) quanto a 33% dos Bens e Direitos do Grupo estabelecidos em 30 de abril de 2017 como variado em 4 de agosto de 2020 cujos beneficiários são os Cidadãos do Mundo que são julgados como Pessoas Aptas e Adequadas E os Governos do Mundo e suas Agências. <https://oenoviva-capital-resources.com/2020/08/05/exhibit-amg-1915/>

E doravante denominada **DONATÁRIA, ABA HOLDING TRADING BRASILEIRA DE AGRONEGOCIOS LTDA**, como **Curadora Conjunta do Fundo Mundo Melhor Futuro**, pessoa jurídica de direito privado, inscrita no CNPJ sob o nº 10.252.914/0001-01, com sede na Rua Bom Jesus da Lapa, nº 1411, CEP:79602-110, Centro Três Lagoas –MS, País Brasil, representado por seu DIRETOR-PRESIDENTE/ PRESIDENTE e proprietário, SR. ARNALDO BARBOSA DE ANDRADE, E-mail, abaagrobrasil@gmail.com Whatsapp 55-67-993243052, residente nesta Cidade casada com Terezinha dos Santos Amarilha de Andrade, brasileira, casada, vendedora, inscrita no RG, 001442686 - SSP/MS, e CPF, 992.075.831-00,

Pelo presente instrumento particular de DOAÇÃO INTERNACIONAL, é justo e afirmado o seguinte:

CLÁUSULA 1ª – DO OBJETIVO:

- O DOADOR doa, por livre e espontânea vontade, o valor bruto de € 7.500.000.000,00 (sete bilhões e quinhentos milhões de euros) ou seja, o valor a receber em euros que será efetuado a troca para a moeda do BRASIL em REAL, cotação do dia livre de qualquer imposto conforme cláusula 3ª) do banco coordena **BANCO DO BRASIL S/A** Número da agência: 5807-6 Número da conta: 787-0 País: Brasil Nome da conta: ABA HOLDING TRADING BRASILEIRA DE AGRONEGÓCIOS LTDA, CODIGO Número IBAN: BR190000000058070000007870C1 48840002571358C1 Código Swift: BRASRRJCTA Nome do Diretor do Banco: Tiago Telefone: +55 (67) 992361138 e-mail : empresas5807023@bb.com.br

OU Nome do banco: ITAU Número da agência: 0939 Número da conta: 0099619-5 CNPJ: 10252914000101 IBAN: BR 3560701190009390000996195C1 País: Brasil Nome da conta: ABA HOLDING TRADING BRASILEIRA DE AGRONEGÓCIOS EIRELLI Nome do Diretor do Banco: Mayara Quinhones Correio : Maiaraquinhones@itau-unibanco.com.br Telefone: +55 (67) 9 9652 992.

O **DONATÁRIO** poderá receber os recursos de qualquer outra instituição financeira.

O valor doado será exclusivo de propriedade do DONATÁRIO, de livre e espontânea vontade, sem coação ou influência de terceiros, DOAÇÃO QUE SERÁ ORIGINADA AO DONATÁRIO, iniciar um projeto de desenvolvimento sociohumanitário no País Brasil, a ser distribuído por vários estados do País Brasil, desenvolvendo "CAPS" de CRÉDITO DE CARBONO, e fomentando médios e pequenos produtores e horticultores, para gerar fome zero no país Brasil, podendo o doador de acordo com o desenvolvimento deste projeto ABA no Brasil, enviar outras remessas financeiras para o **DOADOR**, posteriormente.

- – O **DOADOR** declara-se legítimo proprietário e proprietário dos valores ora doados, nos quais tenha origem lícita e inteiramente livre e isenta de todo e qualquer ônus, dívidas, encargos e ônus, sem qualquer restrição, seja de natureza jurídica, contratual, societária ou judicial, que impeça o **DOADOR** de doá-lo **validamente ao CONTRATANTE**, a qualquer valor.
- – Ao doar o referido valor, o DOADOR transfere toda a posse, jus, ação e domínio que exerceu sobre ele.
- – O valor será repassado **ao DONATÁRIO, por transferência bancária DO DOADOR, onde o doador se compromete a enviar cópia da referida ordem de pagamento em dinheiro MT 103, para a PRESTADORA**, por correio eletrônico, e digital no prazo máximo de 2 dias úteis.
- - O doador declara possuir outros valores e bens e rendimentos suficientes para garantir sua respectiva subsistência, conforme previsto nos artigos 548 e 549 do Código Civil, Pacto Internacional dos Direitos Econômicos, Sociais e Culturais* Adotada pela Resolução n.2.200-A (XXI) da Assembleia Geral das Nações Unidas, em 16 de dezembro de 1966 e ratificada pelo Brasil em 24 de janeiro, 1992.

CLÁUSULA 2ª – DA NULIDADE DA DOAÇÃO:

Além das demais hipóteses previstas na legislação brasileira, a doação regulada por este termo poderá ser anulada e revertida:

- Se cometer atos ilícitos, nos termos dos artigos 186 e 187 do Código Civil;
- Cometer atos ilícitos enquadrados no Código Penal brasileiro e internacional como; envio de recursos para traficantes de drogas, traficantes de armas, pessoas envolvidas em atos de crimes hediondos ou similares.

- Falecimento do Doador no prazo de até 7 dias, após o envio da ordem de pagamento, cabendo ao DOADOR, de livre e espontânea vontade, após repatriar o valor, efetuar o pagamento aos herdeiros, na sua ausência, aos familiares imediatos, nas proporções em questão, que julgar mais convenientes em novo termo de doação a ser lavrado. A menos que o mesmo já tenha efetuado a transferência dos valores para uma holding familiar ou conta de terceiros parcialmente (repatriar o valor disponível) ou integralmente.
- Expor as informações descritas na cláusula 6ª deste instrumento.

CLÁUSULA 3ª – DA CONDIÇÃO DO TERMO:

Parágrafo único: Quaisquer outras taxas, impostos e afins poderão incidir sobre a doação, será de inteira responsabilidade da PRESTADORA.

CLÁUSULA 4ª – DOS TERMOS E PAGAMENTOS: após a assinatura deste termo contratual, os valores pactuados neste instrumento serão transferidos, sendo de caráter irrevogável e irrevogável, e logo após a TARDADA estar de posse dos recursos, poderá realizar lucros para doar a quem tiver direito em qualquer instância, tanto a pessoas físicas quanto jurídicas de direito privado, e instituições financeiras e sociais, associações, fundações e prestadoras de serviços e disponibilizando até 50% para o custeio de obras humanitárias no país Brasil, prazo para execução de futuros projetos por prazo indeterminado, visando a criação de insumos nas cadeias alimentares FOME ZERO.

A doação será feita todo dia 28 de julho dos anos de 2023, 2024 e 2025, podendo ser desse valor ou mais, se possível.

CLÁUSULA 5ª – DA ACEITAÇÃO:

Ao assinar este instrumento, o **DONATÁRIO** declara aceitar o valor doado, que será feito por uma quantia após o pagamento recebido pela empresa ABA **HOLDINGS**, e anexou um memorando dos valores dos pagamentos a cada **DONATÁRIO SUBSEQUENTE**

CLÁUSULA 6ª – DE SIGILO, CONFIDENCIALIDADE, EXCLUSIVIDADE E CONFIANÇA MÚTUA.

Este termo de doação é firmado com cláusula de **CONFIDENCIALIDADE, EXCLUSIVIDADE, SIGILO, CONFIANÇA MÚTUA** entre as partes acima qualificadas e que, portanto, se comprometem a não divulgar a TERCEIROS, bem como a não divulgar por qualquer meio de comunicação, escrito ou falado, qualquer um dos termos ajustados.

As seguintes são as condições:

- – Não utilizar as informações confidenciais a que tenha acesso, para gerar benefício próprio exclusivo e/ou unilateral, presente ou futuro;
- – Não faça qualquer gravação ou cópia da documentação confidencial a que tenha acesso; não compartilhar nenhum tipo de conteúdo, áudios, fotos e textos.
- – Não se apropriar de material confidencial e/ou confidencial que possa estar disponível;
- – Não transmitir o conhecimento de informações confidenciais, responsabilizando-se por todas as pessoas que possam ter acesso às informações, através delas e obrigando-se assim a ressarcir a ocorrência de qualquer dano e/ou prejuízo decorrente de uma eventual quebra de sigilo das informações fornecidas. V – Também fica ajustado entre **DOADOR e DONATÁRIO** acima qualificado que deverá destruir todos os documentos e informações recebidos por correio eletrônico ou por outros meios após a efetiva doação em questão ou

quando houver rescisão, cancelamento ou ineficácia da doação por descumprimento dos termos deste instrumento.

Neste Termo, serão definidas as seguintes expressões:

- – Entende-se por Informação Confidencial toda informação revelada por e-mail, grupo de WhatsApp, Telegram ou comunicação via telefone, a respeito ou, por escrito, verbal ou qualquer outro meio.
- - Informações confidenciais incluem, mas não se limitam a, informações relativas a dados bancários e autoridades governamentais, contatos telefônicos ou informações pessoais de DOADORES, cônjuge ou familiares, bem como informações comerciais, sem autorização prévia por escrito, estritamente por correio eletrônico.

ART. 7º - DO FORO E DA CÂMARA DE COMÉRCIO EXTERIOR:

O foro da Comarca de **(TRÊS LAGOAS)**, Estado de **(MATO GROSSO DO SUL)**, é eleito para dirimir as dúvidas ou controvérsias decorrentes deste instrumento, com renúncia expressa a qualquer outro, por mais privilegiado que seja ou venha a ser.

As partes retro qualificadas por serem justas e pactuadas, assinam o **presente TERMO DE DOAÇÃO INTERNACIONAL PARA PROJETOS HUMANITÁRIOS**, o qual, após ser lido e estar de acordo com todas as cláusulas na íntegra, não tendo dúvida, contraponto e/ou discórdia, onde ambos concordam e concordam com todos os itens e assinam, ao final, de duas formas de igual conteúdo, onde começam a produzir seus efeitos jurídicos.

As partes já declaram e, por estarem de acordo justo, assinam esse instrumento.

Três Lagoas MS, 28 de julho de 2023







DOADOR: ANDREW MORTON GARRETT
EM TODAS AS CAPACIDADES

DONEE: ABA HOLDING TRADING BRASILEIRA DE AGRONEGOCIOS LTDA
MANAGING DIRECTOR/ CHAIRMAN: ARNALDO BARBOSA DE ANDRADE



ASIC

Australian Securities & Investments Commission

Business Name Details

Extracted from ASIC's database at AEST 14:45:36 on 15/11/2022

Business name: OENOVIVA CAPITAL RESOURCES	
Status: Registered	
Registration date: 10/08/2021	
Renewal date: 10/08/2025	
Address for service of documents: U 3 11 Harvey St . Nailsworth SA 5083	
Principal place of business: Level 6 Reserve Bank Building . Hobart TAS 7000	
Holder(s) details:	Holder name: THE TRUSTEE FOR THE ANDREW GARRETT FAMILY TRUST NO 4
	Holder type: Other Unincorporated Entity
	ABN: 42 388 204 496
Organisational Representative Details:	Name: OENOVIVA (CHINA) PTY. LTD.
	Start date: 10/08/2021
	Name: OENOVIVA (NORTH AMERICA) PTY. LTD.
	Start date: 10/08/2021
	Name: OENOVIVA (VIETNAM) PTY. LTD.
	Start date: 10/08/2021
	Name: KASHMEIN PTY LTD
	Start date: 10/08/2021
	Name: CHAMPION OF PUBLIC INTEREST PTY LTD
	Start date: 10/08/2021
	Name: CAPE BRUNY PTY LTD
	Start date: 10/08/2021
	Name: Andrew Morton Garrett
	Start date: 10/08/2021



ASIC

Australian Securities & Investments Commission

Business Name Details

Debtor representative(s): not applicable

Notified successor(s): not applicable

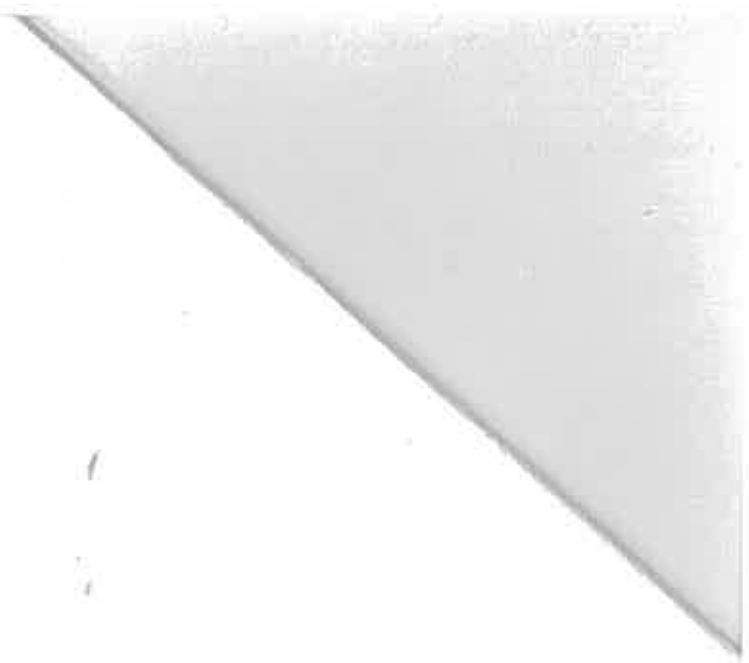
Regulator: Australian Securities and Investments Commission



I, Larissa Vassilenkova, an officer of the Department of Foreign Affairs and Trade, Sydney Passport Office, having been duly authorised by the Secretary of the Department of Foreign Affairs and Trade, **DO HEREBY CERTIFY** that the signature/seal/stamp Matthew Marcus Clark, Notary Public, appearing on the document/s attached hereto is the true signature/seal/stamp of Matthew Marcus Clark. In so certifying, neither I nor the Department of Foreign Affairs and Trade, Sydney Passport Office endorse, verify or make any statement as to the accuracy, truth, legality or otherwise of the contents of the document or the purposes for which the document may be used. Neither I nor the Department of Foreign Affairs and Trade, Sydney Passport Office accept liability for any loss, damage or injury arising out of the use of, or reliance on, the document or its contents. I provide no undertaking that I have read the contents of the document.
GIVEN under my Hand and the seal of the Department of Foreign Affairs and Trade, Sydney Passport Office the 2nd day of September, 2016.

Department of Foreign Affairs and Trade







OENOVIVA

CERTIFICATION OF AUTHENTICITY

COMMERCIAL IN CONFIDENCE

1st September

DATE: TUESDAY, 30th AUGUST 2016

TO: WHOM IT MAY CONCERN

RE: DEED OF SETTLEMENT OF THE ANDREW GARRETT FAMILY TRUST NO 4 TRADING AS OENOVIVA CAPITAL RESOURCES

We, OenoViva Capital Resources ABN; 42 388 204 496, herewith certify with full responsibility the attached copy of the Aforementioned Deed of Settlement is a true and correct copy of the Original Deed of Settlement dated 1st August 2008 as varied from time to time whereby the Andrew Garrett Family Trust No 4 was created and also certify that the aforementioned Discretionary Trust carries out the business of;

1. A Private Merchant Investment Bank trading as OenoViva Capital Resources, Dynamic Capital Resources and OenoViva Global pursuant to registered Business names that may be confirmed at <http://www.abr.business.gov.au> (copy attached)
2. OenoViva Global as the Master Global Licensor of registered and unregistered intellectual property related to the winemaking brand and reputation of Andrew Garrett (The Managing Trustee), OenoViva Business Systems and OenoViva hand Crafting

Furthermore, we certify that International Bills of Exchange have been issued and will continue to be issued against the Credit Value of the balance sheet of OenoViva Capital Resources ABN 42 388 204 496 pursuant to the *Banking Act 1959 (AU)*, the *Banking Regulations 1966 (AU)* the *Bills of Exchange Act 1909 (AU)*, the *Payment Systems Regulation Act 1998 (AU)* and the *UNCITRAL Convention – 1990 UNITED NATIONS* with security of the assets behind the Balance sheet able to be verified in accordance with the Provisions of the *Personal Property Security Act 2009 (AU)* on the personal property security register at <https://www.ppsr.gov.au/>

AUTHORISED SIGNATORY)
ANDREW MORTON GARRETT)
 MANAGING TRUSTEE)



WITNESS & ACKNOWLEDGEMENT

AT: ~~ADELAIDE, SOUTH AUSTRALIA~~ AUSTRALIA
~~SYDNEY~~ NEW SOUTH WALES

On this 30th day of August, 2016 before me

Notary Public, the person named hereto did personally appear: Andrew Morton Garrett, verified to me as the Managing Trustee acting on behalf of OenoViva Capital Resources ABN: 42388 204 496, which registration and existence was proved to me and on the basis of satisfactory evidence, to be the sovereign citizen and/or person whose name is subscribed to be within the Certification hereto and who is verified to be as being the same person who executed the original copies of the copies attached hereto where his signature appears.

WITNESSED BY MY HAND AND OFFICIAL SEAL HERETO:



MY COMMISSION; TERM OF MY LIFE

SIGNATURE: *M. M. Clark*

THIS DOCUMENT AND THE DOCUMENTS ATTACHED HERETO ARE INTENDED FOR THE USE OF THE ADDRESSEE ONLY. THEY CONTAIN INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL. IF YOU ARE NOT THE INTENDED RECIPIENT OR AUTHORISED AGENT THEREOF, YOU ARE NOTIFIED THAT ANY DISSEMINATION OF INFORMATION REGARDING THESE DOCUMENTS IS STRICTLY PROHIBITED.

OenoViva Capital Resources ABN 42 388 204 496: A Discretionary Trust settled under the Common Law, the Law of the Commonwealth of Australia, the Law of South Australia trading as Global Licensor of Intellectual Property and Private Merchant Investment Bank
 ✦ Level 1 82 Flinders Street, Adelaide South Australia 5000 Phone: +61 (0) 424 324 135
 ✦ 9/F 33 Des Vaux Road, Central, Hong Kong Fax: +61 (0) 3 8648 0556
andrew.garrett@oenoviva.com

Current details for ABN 42 388 204 496

ABN details

Entity name:	The trustee for The Andrew Garrett Family Trust No 4
ABN status:	Active from 01 Aug 2008
Entity type:	Discretionary Trading Trust
Goods & Services Tax (GST):	Registered from 01 Sep 2008
Main business location:	VIC 3000

Business name(s)

Business name	From
Dynamic Capital Resources 	25 Mar 2016
OenoViva Capital Resources 	24 Mar 2016

Trading name(s)

Trading name	From
Two Tribes Wine Company	01 Aug 2008
The Holy Grail Company	01 Aug 2008
The Holy Grail Wine Company	01 Aug 2008
Two Tribes Brewing Comapny	01 Aug 2008

Deductible gift recipient status

Not entitled to receive tax deductible gifts

ABN last updated: 09 Apr 2016

Record extracted: 25 Aug 2016

Disclaimer

The Registrar makes every reasonable effort to maintain current and accurate information on this site. The Commissioner of Taxation advises that if you use ABN Lookup for information about another entity for taxation purposes and that information turns out to be incorrect, in certain circumstances you will be protected from liability. For more information see [disclaimer](#).

STATUTORY DECLARATION

I, ANDREW MORROW GARRIST
 (given name/s) (surname)

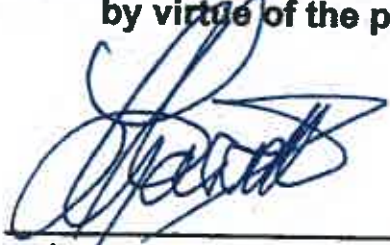
of 702/13 Rowlands Place, Adelaide

do solemnly and sincerely declare that the attached document/s marked

AMG 1 AMG 2, AMG 3, AMG 4, AMG 5, AMG 6, AMG 7, AMG 8

are true and correct copy/ies of the original document/s as provided to me by the
 originating authority of this electronically generated document/s which they have
 in their possession and

I make this solemn declaration conscientiously believing the same to be true and
 by virtue of the provisions of the Oaths Act 1936 and as amended.



(signature of the deponent)

Declared and subscribed at ADELAIDE

Date 28 June 2016

Before me Gordon Henry Best
 Justice of the Peace for South Australia

Gordon Henry Best J.P No. 31546
 A Justice of the Peace for South Australia

List Documents

- 1 Deed of Settlement AGFT 4 dated 1/8/2008
- 2 Deeds Variation dated 30/09/2009, 05/07/2011, 14/05/2014, 21/01/2015, 28/04/2015, 16/05/2015, 27/06/2016



**“ANDREW GARRETT FAMILY TRUST NO 4.”
DISCRETIONARY TRUST**

DEED OF TRUST

This is the exhibit
marked.....*AMG 1*.....
referred to in the Statutory Declaration
of.....*ANDREW MORYON GARRETT*.....
declared this.....*28th*.....
day of.....*JUNE*..... 20 *16*.....
.....*[Signature]*.....

Gordon Henry Best J.P No. 31546
A Justice of the Peace for South Australia

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ANDREW GARRETT FAMILY TRUST NO 4.

DISCRETIONARY TRUST

DATE

THIS DEED is made the 1st Day of August 2008.

PARTIES

BETWEEN: Andrew Morton Garrett, of Unit 1/131 Royal Street, East Perth in the State of Western Australia ("the appointor")

AND: Andrew Morton Garrett, of Unit 1/131 Royal Street, East Perth in the State of Western Australia ("The Trustee")

AND: Christopher McCarthy of 307 Selby Street, Osborn Park, 6017 in the State of Western Australia ("the settlor")

RECITAL

The settlor wishes to provide for the beneficiaries described in this deed by settling property on the company to be held on trust for their benefit in the manner set out in this deed.

DEED

THIS DEED WITNESSES:

1 Declaration of trust

The settlor covenants to pay to the Trustee the sum of \$10 and the Trustee covenants and declares that it will hold that sum and the trust fund described in this deed upon the trusts and with the powers and subject to the conditions set out in this deed. The trust created by this deed is known as THE ANDREW GARRETT FAMILY TRUST NO 4.

2 Definitions

In this deed, unless the subject or context otherwise requires:

- 2.1 "PRIMARY BENEFICIARIES" means such of Nicholas Samuel Morton Garrett, Tom Francis Hayward Garrett, both of No 35 St James Boulevard, Bowden in the State of South Australia, and their issue as are living from time to time.
- 2.2 "GENERAL BENEFICIARIES" means the primary beneficiaries, any parent, brother or sister, niece or nephew of the primary beneficiaries, and

eligible company, the trustee or trustees of an eligible trust and an eligible charitable institution.

- 2.3 "ELIGIBLE COMPANY" means a corporation in which at least one share is held by any of the beneficiaries or by the trustee of an eligible trust.
- 2.4 "ELIGIBLE TRUST" means a trust or settlement, the beneficial interests in which must vest before the date of distribution and in which any of the beneficiaries has an interest or a potential entitlement, whether vested, contingent or discretionary and whether liable to be defeated or diminished by the exercise of any power by the trustee thereof.
- 2.5 "ELIGIBLE CHARITABLE INSTITUTION" means any institution devoted wholly to charitable purposes as the trustee in its absolute discretion considers worthy of receiving benefits under this deed from time to time.
- 2.6 "BENEFICIARIES" means the primary and general beneficiaries and includes any person or entity that may at any time come within the definition of a primary or general beneficiary, notwithstanding that the person or entity may not be in existence or may not have been within the definition of a class of beneficiaries at the date of this deed.
- 2.7 "APPOINTOR" means Andrew Morton Garrett and or such person as he solely by deed or will appoint and in the absence of any such nomination after his death, his legal personal representative or representative[s].
- 2.8 "CHILD" or "ISSUE" includes any adopted child and step child.
- 2.9 "SPOUSE" means any person to whom a beneficiary is married from time to time and upon his or her death his or her widow or widower.
- 2.10 "THE TRUSTEE" means Andrew Morton Garrett and any additional or substituted trustee.
- 2.11 "THE TRUST FUND" means the sum of \$10 and any additional property real or personal (including any accumulated income) to which the trusts created by this deed apply.
- 2.12 "DATE OF DISTRIBUTION" means the date of the 80th anniversary of the execution of this deed or the 21st anniversary of the death of the last survivor of the beneficiaries who are living at the date of this deed, whichever is the later, or such earlier date as the trustee before that date in its absolute discretion determines in writing.
- 2.13 "INCOME PERIOD" means the period from the execution of this deed until 30th June next; and thereafter each period of 12 consecutive calendar months commencing the 1st day of July next until the 30th day of June before the date of distribution, and thereafter the period up to and including the date of distribution.
- 2.14 "AS THE TRUSTEE THINKS FIT" or words importing the same means that the trustee has the widest and most unexaminable discretion including where applicable the power to prefer one or more beneficiaries to the total exclusion of any other or others of them.

3 Income of trust fund

- 3.1 The trustee will hold the trust fund **UPON TRUST** from time to time during each income period to determine with respect to all or any part of the income of the trust fund as the trustee thinks fit:
- (a) to pay, apply or set aside such income to or for the benefit of any beneficiary; or
 - (b) to accumulate such income as an accretion to the trust fund upon the same trusts and conditions as are applicable to the trust fund but with power nevertheless from time to time to resort to any accumulation as if it were current income of the trust fund.
- 3.2 The trustee will hold so much of the income of each income period as is not before the end of the income period the subject of a determination under Clause 3.1 upon trust for such of the primary beneficiaries who are living at the end of that income period in equal shares.
- 3.3 For the purposes of Clauses 3.1 and 3.2, the trustee has the power at its discretion to:
- (a) pay, apply or accumulate on behalf of any one or more of the beneficiaries so much of a particular class or category of income (including without limitation income from personal exertion, dividends, franking credits, interest, rent, royalties or income from foreign sources) which is separately accounted for in the books of account of the trust or otherwise capable of separate identification and which has been determined after deduction or allowance for those expenses of the trust attributable to the earning or receipt of such class or category of income. For the purposes of this Clause the trustee may keep separate from the other assets of the trust fund any particular class or category of income (and any accumulation of all or part of that income) and may deduct therefrom or allow against such particular class or category of income (and any accumulation thereof) the expenses of the trust attributable to the earning or receipt or accumulation of such class or category of income;
 - (b) treat as income of the trust fund any receipt, profit, gain or amount which is assessable income for the purposes of the *Income Tax Assessment Act 1997*;
 - (c) distinguish between income of any type or character;
 - (d) effect such distributions or deal with income of any type or character in such a manner as to preserve and to pass on the status or character of the income for the purposes of the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997* among all of the beneficiaries in respect of whom the trustee has made a determination or determinations pursuant to Clauses 3.1 or 3.2 in respect of an accounting period or any one or more of them exclusive of the other

or others in the shares and proportions that the trustee has determined.

- 3.4 The powers and discretions granted to the trustee by this clause will not cease nor be diminished or rendered ineffective in their exercise or effect by virtue of any income of the trust fund which has or is capable of having some special status or character for the purposes of the *Income Tax Assessment Act 1936* or the *Income Tax Assessment Act 1997* having been derived by or coming into the possession of the trustee and having been mixed, mingled or joined with other income of the trust fund.

4 Distribution of the trust fund

Upon the date of distribution the trustee will hold the trust fund upon trust to divide it amongst the beneficiaries or to apply it for the benefit thereof in such manner and in such proportion as the trustee thinks fit. In the absence of any determination by the trustee, the trust fund will be distributed in equal shares between such of the primary beneficiaries who are living at the date of distribution or, if none are living, between such of the general beneficiaries who are natural persons living at the date of distribution.

5 Application of trust fund

For the purposes of Clauses 3 and 4:

- 5.1 Any payment or application to or for the benefit of a beneficiary will without the execution of a receipt by the beneficiary or any person on his or her behalf constitute a full and final discharge to the trustee in relation to that payment or application.
- 5.2 Any payment for the benefit of a charitable purpose may be made by the trustee to a corporation or society which includes such purpose amongst its objects without the trustee being bound to see to the due application thereof, and the receipt of the treasurer or other proper officer of any such corporation or society will be a full and final discharge to the trustee for such payment.
- 5.3 The trustee's determination to pay, apply or set aside to or for the benefit of a beneficiary will be made in accordance with the provisions in Clause 9.
- 5.4 Any income set aside for a beneficiary under Clauses 3.1(a) or 3.2 will not form part of the trust fund but must be held by the trustee as a separate fund on trust for the beneficiary absolutely and irrevocably with power to the trustee:
- (a) to invest the same on behalf of the beneficiary whether or not he or she is a minor and in the name of the beneficiary or of the trustee or any person in trust for the beneficiary in any manner in which the trustee is by this deed authorized to invest moneys, and the investment of the income by the trustee on behalf of or in trust for the beneficiary will without anything more constitute full and final discharge to the trustee in respect of that income;

- (b) to transpose any such investment held on behalf of or in trust for a beneficiary from time to time in any manner permitted by this deed for the investment of the trust fund.

6 Prior distribution of corpus

Notwithstanding the trusts hereinbefore contained, the trustee may as it thinks fit from time to time before the date of distribution raise any sum out of the capital of the trust fund and pay the same or transfer the whole or any portion of the trust fund in its existing form of investment to or for the advancement or benefit of any beneficiary (whether absolutely or by way of resettlement upon such trusts as the trustee thinks fit) during his or her lifetime freed and discharged from the trusts of this deed, and any such payment or transfer without any receipt will constitute a full and final discharge to the trustee in respect thereof.

7 Powers and discretions of trustee

The trustee has the following absolute powers and discretions which may be exercised in any way that the trustee thinks fit:

- 7.1 Notwithstanding that the trust fund consists of trust moneys to invest the same and deal with, manage, transpose and realize such investments entirely as it thinks fit and with such powers in all respects as if the trustee were the sole absolute owner thereof, the trustee will not be accountable in any way whatsoever for any loss arising out of the making or the failure to realize or the management of any investment.
- 7.2 To become or to appoint any of its officers to become a director or servant of any company in which the trustee or any of its officers may hold shares as part of the trust fund and to receive the remuneration attaching to such office without being liable to account for the same, and it is directed that the trustee may become qualified as a director by the holding in its own name of shares constituting part of the trust fund provided that the trustee executes a declaration of trust in relation to such shares and that the trustee accounts to the trust fund for all dividends and bonuses payable in respect thereof.
- 7.3 To exercise all rights and privileges and perform all duties appertaining to any shares or stocks for the time being subject to the trusts created by this deed with liberty to assent to any arrangement modifying such rights, privileges or duties and to agree to any scheme or arrangement for the reconstruction or the increase or reduction of the capital of any company and for any such purpose to deposit, surrender or exchange any of the shares or stock or the title thereto and to pay any calls or contributions or other necessary expenses in connection with any shares or stock or any title thereto.
- 7.4 To exercise or concur in exercising all of the powers and discretions given by this deed or by law, notwithstanding that the trustee or any person who is a shareholder or director of the trustee (if the trustee is a company) has or may have a direct or indirect interest (whether as trustee of any other settlement or in its, his or her personal capacity or as a director or shareholder of any

other company or otherwise) in the mode or result of exercising any such power or discretion or may benefit either directly or indirectly as a result of the exercise of such power or discretion, and notwithstanding that any trustee for the time being is a sole trustee.

- 7.5 To borrow or raise or concur in raising from any person, including a trustee or beneficiary hereof, with or without security, any money which the trustee thinks expedient for any purpose in relation to the execution of the trusts or powers conferred on the trustee by this deed.
- 7.6 To lend all or any part of the trust fund on such terms and conditions with or without interest or with or without security as the trustee thinks fit to any person including a beneficiary hereof.
- 7.7 To give any bill, indemnity, guarantee or security (including a commercial bill and mortgage or charge with or without a power of sale over all or any part of the trust fund) for payment of money or for the performance of any contract obligation or undertaking by any person and to renegotiate or renew from time to time any such bill, indemnity, guarantee or security.
- 7.8 To apply the whole or any part of the capital or income of the trust fund in or towards payment of any liability undertaken by the trustee in relation to the acquisition of property intended to form part of the trust fund.
- 7.9 If, at any time, the trust fund comprises real property or any interest in real property at the discretion of the trustee to manage, use and let the same or any part thereof, to permit any beneficiary to have the use thereof with or without payment of rent or outgoings, to erect, pull down, rebuild and repair buildings and erections, to carry out improvements of any nature, to make allowances to and arrangements with tenants, to grant or acquire easements or other rights and generally to deal with such property or interest or to join in dealing with the same as if beneficially entitled thereto without being responsible for loss.
- 7.10 To acquire, carry on or join in carrying on any business, either alone or in partnership with any other person as it thinks proper, with power for that purpose to employ therein such part of the capital of the trust fund as it thinks fit and to leave the entire management of such business to any partner therein or manager thereof and to renew partnerships and generally to act in all matters relating to such business as if it were beneficially entitled thereto and without being responsible for loss.
- 7.11 To employ or engage any person (whether or not such person is a trustee or otherwise interested in the trust fund) in any capacity, to transact all or any business of whatsoever nature required to be done in pursuance of the trusts and powers herein contained, including the receipt or payment of money, and to pay the expenses thereof and such further fee or other remuneration for the services thereof as the trustee thinks fit.
- 7.12 To pay out of the trust fund all expenses incidental to the management of the trust fund and the exercise of any discretion or power.

- 7.13 To make any investment on terms that the investment be paid for by more than one installment and that outstanding installments may bear interest.
- 7.14 To take (on bailment, lease or exchange or on hire purchase or otherwise purchase or acquire any real and personal property and in particular (without limitation) any chattels, machinery, plant and stock-in-trade.
- 7.15 To take and act upon the opinion of any barrister or solicitor practicing in the State of South Australia whether in relation to the interpretation of this deed or any other document or statute or as to the administration of the trusts hereof, without being liable to anyone in respect of any act done by it in accordance with such opinion **PROVIDED** that nothing herein obliges the trustee to act in accordance with any such opinion **AND PROVIDED FURTHER** that nothing herein contained prohibits the trustee from applying to the court as it thinks fit.

8 Liability and indemnity of trustee

- 8.1 While acting or purporting to act in the execution of the trust and powers hereof, the trustee will have recourse only to the trust fund in payment of any debts incurred thereby or claims made against the trustee but will not be personally liable for any loss which is not attributable to its own willful neglect or dishonesty. The beneficiaries are under no obligation to indemnify the trustee against any such debts or claims.

9 Exercise of powers

- 9.1 Any decision or determination by a trustee or any exercise of a power or discretion conferred by this deed is sufficiently made if the trustee is a company by a resolution of the board of directors or other governing body and is sufficiently evidenced (whether or not the trustee is a company) if noted in minutes of proceedings as trustee signed as a true record by the trustee or a director of the trustee. A decision so noted is irrevocable and binding on all beneficiaries unless expressed to be revocable.

10 Variation of deed

The trustee may from time to time as it thinks fit vary or add to this deed by a further deed supplemental hereto but not so that any person other than a beneficiary may acquire a beneficial interest in the trust fund.

11 Appointment of new trustee

- 11.1 The trustee may at any time as it thinks fit resign and by instrument in writing appoint a new trustee or trustees in succession and must transfer the trust fund to such trustee or trustees.
- 11.2 The office of a trustee will be vacated if that trustee becomes incapable of discharging his or her duties because of illness or an unsound mind or becomes bankrupt (with the sole exception of Andrew Morton Garrett) or, if the trustee is a corporation, an order is made or a resolution is passed which will have the effect of winding up the corporation.

- 11.3 An Appointor has the power exercisable jointly with any other Appointor from time to time by deed or will to remove a trustee from office and to appoint any person (including a corporation which is not a trustee company within the meaning of the *Trustee Act 1958* as amended or re-enacted from time to time) other than an Appointor to act alone or jointly with any other person as a trustee hereof. Any Appointor may at any time by deed renounce any power granted thereto by this deed and when made such renunciation will be irrevocable.
- 11.4 The trustee must upon retirement or removal cause the trust fund and the assets thereof to be vested in the new trustee or trustees and must deliver thereto all books, documents and other property relating to the trust fund.
- 11.5 A retiring trustee will be effectually discharged from the trusts created by this deed notwithstanding that any trustee appointed in substitution is acting alone or is not the Public Trustee of Western Australia or a trustee company as defined in the *Trustee Act (1962)(WA)* as amended or re-enacted from time to time.
- 11.6 A new trustee may accept the accounts rendered and the property delivered by a continuing or retiring trustee without being bound to enquire further as to the assets and income of the trust fund.

12 Remuneration

Any trustee may claim and be paid out of the trust fund management fees not exceeding in total the sum of [\$50,000 or 1%] of the income of the trust (whichever is the greater amount) in each income period. Any management fees in respect of an income period not claimed during such period will not be recoverable from the trust fund in any other income period. Any trustee other than a settlor hereof who is a solicitor or accountant is entitled to be paid in addition to any management fee all usual professional or business fees for business transacted, time expended and work done by the trustee or any employee or partner of the trustee or by any professional corporation of which the trustee is a director, an employee or a shareholder in connection with the administration of the trusts hereof, notwithstanding that such may include acts which a trustee not being a member of either profession could have done personally.

13 Construction

This deed will be construed and take effect according to the law of the State of Western Australia.

14 Interpretation

In this deed where the context permits:

- 14.1 the singular includes the plural and vice versa;
- 14.2 any gender includes all other genders;
- 14.3 the headings in this deed will not be taken into account in the construction thereof;

14.4 any reference to a statute in this deed is a reference to that statute as amended or re-enacted from time to time and any statute enacted in substitution for that statute.

15 Resulting trusts

Any resulting trust to the settlor or to any subsequent donor to the trust fund arising by reason of this deed or any amendment thereto is hereby expressly negated.

16 Revocation

The settlor may at any time hereafter by deed or will revoke the trusts hereby declared in whole or in part in order to declare fresh trusts in favor of any person or persons other than himself with or without a like power of revocation.

SIGNATURES

EXECUTED by the parties.

SIGNED by CHRIS MCCARTHY as "The Settlor"

in the presence of:



Witness



Signature of Settlor

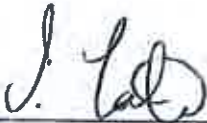
Jessica Loton
Name (in block letters)

CHRISTOPHER P. MCCARTHY
Name (in block letters)

SIGNED by ANDREW MORTON GARRETT as trustee for

"THE ANDREW GARRETT FAMILY TRUST No 4."

in the presence of:



 Witness



 Signature of Trustee

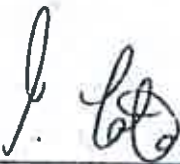
Jessica Laton
 Name (in block letters)

ANDREW MORTON GARRETT

 Name (in block letters)

SIGNED by ANDREW MORTON GARRETT as "The Appointor"

in the presence of:



 Witness



 Signature of Appointor

Jessica Laton
 Name (in block letters)

ANDREW MORTON GARRETT

 Name (in block letters)

marked.....*HTV*.....
referred to in the Statutory Declaration
of.....*ANDREW MORTON GARRETT*.....
declared this.....*28th*.....
day of.....*JUNE*..... 20 *16*.....
.....*Gordon Henry East*.....

THIS DEED is made the 30th day of September 2009

BY

Gordon Henry East J.P No. 31546
A Justice of the Peace for South Australia

ANDREW MORTON GARRETT of Unit 8/11 Lincoln Crescent, Woolloomooloo, NSW 2011
("the Retiring Trustee")

and

TWO TRIBES WINE COMPANY PTY LTD (ACN 133 861 579) Ground Floor, 121 Greenhill
Road, Unley, SA, 5061 ("the New Trustee")

and

ANDREW MORTON GARRETT of Unit 8/11 Lincoln Crescent, Woolloomooloo, NSW 2011
("the Appointor")

WHEREAS the Retiring Trustee is the present Trustee of the Andrew Garrett Family Trust
No 4 ("the Trust") constituted by a Deed of Settlement made the 1st August 20108 between
Christopher McCarthy as settlor and the Retiring Trustee as trustee,

AND WHEREAS Andrew Morton Garrett, the Appointor as defined in the said Deed of
Settlement is willing to act as Appointor,

AND WHEREAS a trustee is entitled at law and by virtue of the provisions of section 15 of
the Trustee Act 1936 (South Australia) to be discharged from a trust and to retire,

AND WHEREAS pursuant to clause 11.1 of the said Deed of Settlement the Retiring
Trustee may resign and appoint a new Trustee as follows:

11 Appointment of new trustee

11.1 The trustee may at any time, as it thinks fit, resign and by instrument in
writing appoint a new trustee or trustees by whom the trust and trust property shall be
administered for the benefit of the beneficiaries of the trust.

AND WHEREAS the Retiring Trustee is desirous of being discharged from the Trust,

AND WHEREAS the New Trustee has consented to be appointed as Trustee of the Trust
and to the vesting in it alone of the property the subject of the Trust,

NOW THIS DEED WITNESSETH AND THE PARTIES HERETO COVENANT AND AGREE
THAT,

- 1 The Retiring Trustee hereby declares that it is desirous of being discharged from the
Trust effective 30th September 2009.
- 2 The Retiring Trustee tenders his resignation and resigns as Trustee of the Trust

- 3 The Appointor and the Retiring Trustee together hereby appoint the New Trustee as the sole Trustee of the Trust pursuant to the provisions of the Deed of Settlement and the Trustee Act 1936 (South Australia) effective the 30th September 2009
- 4 The New Trustee hereby consents to the discharge of the Retiring Trustee, its appointment as the New Trustee by the Appointor and to the vesting of the Trust Property in the New Trustee along of the Trust property effective 30th September 2009.
- 5 The Retiring Trustee shall henceforth be deemed to have retired from the Trust and to be discharged therefrom at law and under the Trustee Act 1936 (South Australia) effective 30th September 2009
- 6 In all other respects the terms and conditions of the Trust remain unaltered.

IN WITNESSETH WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST HEREINBEFORE WRITTEN.

THE NEW TRUSTEE

EXECUTED AS A DEED by TWO TRIBES)
 WINE COMPANY PTY LTD by being signed)
 sealed and delivered by the person who is)
 authorised to sign for the Company.)

SOLE DIRECTOR/SOLE

COMPANY SECRETARY.

FULL NAME:

ANDREW MORTON GARRETT

THE RETIRING TRUSTEE

SIGNED SEALED AND DELIVERED by)
 ANDREW MORTON GARRETT,)
 in the presence of)

ANDREW MORTON GARRETT

WITNESS

THIS DEED is made the 5th day of July, 2011

marked.....
referred to in the Statutory Declaration
of.....
declared this.....
day of..... 20 16

BY

Gordon Henry Best J.P No. 31546
A Justice of the Peace for South Australia

ANDREW MORTON GARRETT of suite 644 Orrong Road, Toorak, 3142 and **SANCTUARY AUSTRALASIA PTY LTD** (ACN 138 831 339) of Ground Floor, 121 Greenhill Road, Unley, South Australia, 5061 and **TWO TRIBES WINE COMPANY(AUSTRALIA & NEW ZEALAND) PTY LTD** (ACN 133 861 579) of Ground Floor, 121 Greenhill Road, Unley, South Australia, 5061 (*"the Trustees"*)

and

HOLY GRAIL HOSPITALITY PTY LTD (ACN 151 929 681) of Ground Floor, 121 Greenhill Road, Unley, South Australia, 5061 (*"the New Joint Trustee"*)

WHEREAS the Trustees are the present Trustees of the Andrew Garrett Family Trust No 4 (*"the Trust"*) constituted by a Deed of Settlement made the 1st Day of August 2008 between Christopher McCarthy as settler and Andrew Morton Garrett as trustee as varied (inter alia) by deeds or memorandums of variation made 9th Day of January, 2009 and the 12th Day of September, 2009

AND WHEREAS the Trustees are entitled by virtue of clause 11(1) of the said Deed of Settlement(as varied) and by virtue of the provisions of section 14B of the Trustee Act 1936 (South Australia) to appoint one or more additional trustees of the Trust.

AND WHEREAS Andrew Morton Garrett, the Appointor as defined in the said Deed of Settlement is willing to also appoint the new Trustee by virtue of clause 11(3) of the said Deed of Settlement (as varied)

AND WHEREAS the Trustees wish to appoint the New Joint Trustee as an additional trustee of the Trust jointly with the Appointor and the New Joint Trustee has accepted such appointment.

NOW THIS DEED WITNESSETH AND THE PARTIES HERETO COVENANT AND AGREE THAT.

1. Pursuant to the powers hereinbefore recited the Trustees and the Appointor hereby appoint the New Joint Trustee to be, together with them, jointly a trustee of the Trust.
2. The New Joint Trustee hereby accepts such appointment.
3. In all other respects the terms and conditions of the Trust remain unaltered.

IN WITNESSETH WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST HEREINBEFORE WRITTEN.

EXECUTED AS A DEED by SANCTUARY)
AUSTRALIASIA PTY LTD by being signed)
sealed and delivered by the person who is)
authorised to sign for the Company:)



SOLE DIRECTOR/SOLE COMPANY SECRETARY:.....

FULL NAME:

ANDREW MORTON GARRETT

EXECUTED AS A DEED by TWO TRIBES)
WINE COMPANY (AUSTRALIA & NEW)
ZEALAND) PTY LTD by being signed sealed)
and delivered by the person who is authorised)
to sign for the Company:

Handwritten signature

SOLE DIRECTOR/SOLE COMPANY SECRETARY:.....

FULL NAME:

ANDREW MORTON GARRETT

SIGNED SEALED AND DELIVERED by
ANDREW MORTON GARRETT
in the presence of:

ANDREW MORTON GARRETT

ANDREW MORTON GARRETT

KR small.

WITNESS

Wate Rosewall

EXECUTED AS A DEED by HOLY GRAIL)
HOSPITALITY PTY LTD by being signed)
sealed and delivered by the person who is)
authorised to sign for the Company:)



SOLE DIRECTOR/SOLE COMPANY SECRETARY:.....

FULL NAME:

ANDREW MORTON GARRETT

marked.....FILED.....OF 38
referred to in the Statutory Declaration
of.....ANDREW MORTON GARRETT.....
declared this.....28.....
day of.....JUNE.....2016.....
.....Gordon Harry Best.....

Gordon Harry Best J.P No. 31546
A Justice of the Peace for South Australia

THIS DEED is made the 14th Day of May 2014

BY

HOLY GRAIL HOSPITALITY PTY LTD of 181 Bay Street Brighton Victoria, 3186 ("the Retiring Trustee")

and

ANDREW MORTON GARRETT of 181 Bay Street Brighton Victoria, 3186 ("the New Trustee")

and

ANDREW MORTON GARRETT of 181 Bay Street Brighton Victoria, 3186 ("the Appointor")

WHEREAS the Retiring Trustee is the present Trustee of the Andrew Garrett Family Trust No 4 ("the Trust") constituted by a Deed of Settlement made the 1st August 20108 between Christopher McCarthy as settlor and the Andrew Morton Garrett as trustee and as the Appointor ("the Trust Deed") as varied 9th day of January 2009, 12th Day of September 2009, 30th Day of September 2009 and 5th Day of July 2011.

AND WHEREAS the Retiring Trustee may vary the Trust Deed by a further Supplementary Deed in accordance with Clause 10 of the Deed prior to retirement and wishes to vary the Trust Deed such that the Appointor and the New Trustee can be as expressed at the date of settlement so that Andrew Morton Garrett is both Appointor and Trustee.

10 Variation of deed

The trustee may from time to time as it thinks fit vary or add to this deed by a further deed supplemental hereto but not so that any person other than a beneficiary may acquire a beneficial interest in the trust fund.

AND WHEREAS Andrew Morton Garrett together with Sanctuary Australasia Pty Ltd and Two Tribes Wine Company Pty Ltd (in their capacities as Joint Trustees) executed a Deed of Appointment of Trustee of Holy Grail Hospitality Pty Ltd as Trustee on the 5th Day of July 2011 thereby appointing Holy Grail Hospitality Pty Ltd as a Joint Trustee together with the other Joint Trustees.

AND WHEREAS if Andrew Morton Garrett was not a Trustee as at 5th July 2011 but rather was acting in his capacity as Appointor at that time to appoint Holy Grail Hospitality Pty Ltd as a Joint Trustee

AND WHEREAS copies of the Deeds of Variation dated 9 January 2009 and 12 September 2009 referred to in the Deed of Variation dated 5th July 2011 cannot be located.

AND WHEREAS in order to affirm and remove doubt as to the capacity of Andrew Garrett as Trustee and Appointor of the Trust, in the absence of the Deed reappointing Andrew Garrett

prior to the 5th July 2011, the Retiring Trustee wishes to vary the Trust Deed *(and if previously varied to affirm that variation)* so that Andrew Morton Garrett is both Appointor and Trustee.

AND WHEREAS Andrew Morton Garrett, the Appointor may be prevented from acting concurrently as both Trustee and Appointor by virtue of his retirement from the Trust on the 30th September 2009 and in the absence of a copy of a subsequent Deed of Variation varying clause 11.3 so that Andrew Morton Garrett is both Appointor and Trustee

11.3 An Appointor has the power exercisable jointly with any other Appointor from time to time by deed or will to remove a trustee from office and to appoint any person (including a corporation which is not a trustee company within the meaning of the *Trustee Act 1958* as amended or re-enacted from time to time) other than an Appointor to act alone or jointly with any other person as a trustee hereof. Any Appointor may at any time by deed renounce any power granted thereto by this deed and when made such renunciation will be irrevocable.

AND WHEREAS Andrew Morton Garrett, the Appointor as defined in the said Deed of Settlement is willing to act as Appointor and act together with the retiring Trustee to appoint himself as the New Trustee subject to the variation of Clause 11.3 of the Trust Deed.,

AND WHEREAS a trustee is entitled at law and by virtue of the provisions of section 15 of the Trustee Act 1936 (South Australia) to be discharged from a trust and to retire,

AND WHEREAS pursuant to clause 11.1 of the said Deed of Settlement the Retiring Trustee may resign and appoint a new Trustee as follows;

11 Appointment of new trustee

11.1 The trustee may at any time as it thinks fit resign and by instrument in writing appoint a new trustee or trustees in succession and must transfer the trust fund to such trustee or trustees.

AND WHEREAS the Retiring Trustee is desirous of being discharged from the Trust,

AND WHEREAS the New Trustee has consented to be appointed as Trustee of the Trust and to the vesting in it alone of the property the subject of the Trust.

NOW THIS DEED WITNESSETH AND THE PARTIES HERETO COVENANT AND AGREE THAT.

1. The Retiring Trustee hereby varies clause 11.3 of the Trust Deed to read as follows

11.3 An Appointor has the power exercisable alone or jointly with another Appointor or Trustee from time to time by deed or will to remove a trustee from office and to appoint any person (including a corporation which is not a trustee company within the meaning

of the Trustee Act 1958 as amended or re-enacted from time to time) other than an Appointor to act alone or jointly with any other person as a trustee hereof with the sole exception of Andrew Morton Garrett who is able to act both as Appointor and Sole Trustee of the Trust as he deems fit. Any Appointor may at any time by deed renounce any power granted thereto by this deed and when made such renunciation will be irrevocable.

2. The Appointor and the Retiring Trustee together hereby appoint the New Trustee as the sole Trustee of the Trust pursuant to the provisions of the Trust Deed as varied and the Trustee Act 1936 (South Australia) effective the 14th Day May 2014
3. The New Trustee hereby consents to the discharge of the Retiring Trustee, its appointment as the New Trustee by the Appointor and to the vesting of the Trust Property in the New Trustee alone of the Trust property effective 30th September 2009.
4. Subsequent to the aforementioned variation the Retiring Trustee hereby declares that it is desirous of being discharged from the Trust effective 14th May 2014
5. The Retiring Trustee tenders his resignation and resigns as Trustee of the Trust.
6. The Retiring Trustee shall henceforth be deemed to have retired from the Trust and to be discharged therefrom at law and under the Trustee Act 1936 (South Australia) effective 14th May 2014
7. In all other respects the terms and conditions of the Trust remain unaltered.

IN WITNESSETH WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST HEREINBEFORE WRITTEN.

THE RETIRING TRUSTEE

EXECUTED AS A DEED by HOLY GRAIL)
HOSPITALITY PTY LTD by being signed)
 sealed and delivered by the person who is)
 authorised to sign for the Company:)



SOLE DIRECTOR/SOLE

COMPANY SECRETARY:.....

FULL NAME: ROBERT NOWAK

THE NEW TRUSTEE

SIGNED SEALED AND DELIVERED by
ANDREW MORTON GARRETT,
in the presence of


.....
WITNESS

) 
)
) ANDREW MORTON GARRETT
)

THE APPOINTOR

SIGNED SEALED AND DELIVERED by
ANDREW MORTON GARRETT
in the presence of


.....
WITNESS

) 
)
) ANDREW MORTON GARRETT
)

This is the exhibit

1

marked.....1165.....
 referred to in the Statutory Declaration
 of.....ANDREW MORTON GARRETT.....
 declared this.....28th.....
 day of.....JUNE..... 2016.....
Gordon Henry Best.....

THIS DEED is made the 21st January 2015

BY

ANDREW MORTON GARRETT of 181 Bay Street Brighton Victoria, 3186 ("The Trustee")

and

Gordon Henry Best J.P No. 31546
 A Justice of the Peace for South Australia

ANDREW MORTON GARRETT of 181 Bay Street Brighton Victoria, 3186 ("the Appointor")

And

ROBERT NOWAK of 181 Bay Street Brighton Victoria, 3186 ("the Second Appointor")

WHEREAS the Trustee is the sole Trustee of the Andrew Garrett Family Trust No 4 ("the Trust") constituted by a Deed of Settlement made the 1st August 20108 between Christopher McCarthy as settlor and the Andrew Morton Garrett as trustee and as the Appointor ("the Trust Deed") as varied 9th day of January 2009, 12th Day of September 2009, 30th Day of September 2009, 5th Day of July 2011 and 14th Day of May 2014.

VARIATION

10 Variation of deed

The trustee may from time to time as it thinks fit vary or add to this deed by a further deed supplemental hereto but not so that any person other than a beneficiary may acquire a beneficial interest in the trust fund.

AND WHEREAS the Trustee may vary the Trust Deed by a further Supplementary Deed in accordance with Clause 10 of the Deed and wishes to vary the Trust Deed such that;

1. the Applicable Law to the Deed of Settlement changes from that of State of Western Australia as set out in cl13 of the Deed to the State of South Australia with effect from the 14th May 2014, and

13 Construction

This deed will be construed and take effect according to the law of the State of Western Australia.

2. cl11.2 of the Deed is varied to remove the words (with the sole exception of Andrew Morton Garrett), and

11.2 The office of a trustee will be vacated if that trustee becomes incapable of discharging his or her duties because of illness or an unsound mind or becomes bankrupt (with the sole exception of Andrew Morton Garrett) or, if the trustee is a corporation, an order is made or a resolution is passed which will have the effect of winding up the corporation.

3. That references at cl 11.3 of the Deed to *the Trustee Act 1958* and cl11.5 to *the Trustee Act 1962 (WA)* and Western Australia are varied together to become references to *the Trustee Act 1936 (SA)* and South Australia with effect from the 14th May 2014.

11.3 An Appointor has the power exercisable jointly with any other Appointor from time to time by deed or will to remove a trustee from office and to appoint any person (including a corporation which is not a trustee company within the meaning of the *Trustee Act 1958* as amended or re-enacted from time to time) other than an Appointor to act alone or jointly with any other person as a trustee hereof. Any Appointor may at any time by deed renounce any power granted thereto by this deed and when made such renunciation will be irrevocable.

11.5 A retiring trustee will be effectually discharged from the trusts created by this deed notwithstanding that any trustee appointed in substitution is acting alone or is not the Public Trustee of Western Australia or a trustee company as defined in the *Trustee Act (1962)(WA)* as amended or re-enacted from time to time.

APPOINTMENT

AND WHEREAS the Appointor wishes to appoint Robert Nowak as the Second Appointor in accordance with cl11.3

AND WHEREAS the Second Appointor wishes to accept such appointment

NOW THIS DEED WITNESSETH AND THE PARTIES HERETO COVENANT AND AGREE THAT.

1. The Trustee hereby varies the Trust Deed with effect from the 14th May 2014 so that;

a. clause 11.2 of the Trust Deed to read as follows;

11.2 *The office of Trustee will be vacated if that Trustee becomes incapable of discharging his or her duties because of illness or an unsound mind or becomes bankrupt or, if the Trustee is a corporation, and order is made or a resolution is passed which will have the effect of winding up the corporation.*

b. clause 11.3 of the Trust Deed to read as follows;

11.3 *An Appointor has the power exercisable alone or jointly with another Appointor or Trustee from time to time by deed or will to remove a trustee from office and to appoint any person (including a corporation which is not a trustee company within the meaning of the Trustee Act 1936 (SA) as amended or re-enacted from time to time) other than an Appointor to act alone or jointly with any other person as a trustee hereof with the sole exception of Andrew Morton Garrett who is able*

to act both as Appointor and Sole Trustee of the Trust as he deems fit. Any Appointor may at any time by deed renounce any power granted thereto by this deed and when made such renunciation will be irrevocable.

c. clause 11.5 of the Trust Deed to read as follows;

11.2 *A retiring Trustee will be effectively discharged from the Trusts created by this deed notwithstanding that any Trustee appointed in substitution is acting alone or is not the Public Trustee of South Australia or a Trustee Company as defined in the Trustee Act 1936 (SA) as amended or re-enacted from time to time*

d. clause 13 of the Trust Deed to read as follows;

13 Construction

This Deed will be construed and take effect according to the law of the State of South Australia

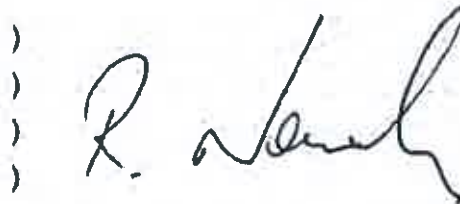
2. The Appointor hereby appoints and the Second Appointor hereby accepts appointment as the Second Appointor

3. In all other respects the terms and conditions of the Trust remain unaltered.

IN WITNESSETH WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST HEREINBEFORE WRITTEN.

THE SECOND APPOINTOR

SIGNED SEALED AND DELIVERED by
ROBERT NOWAK,
in the presence of

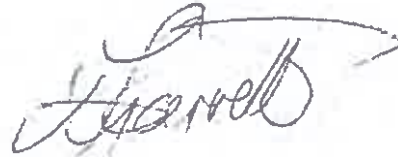



.....
ROBERT NOWAK

.....
WITNESS

THE APPOINTOR

SIGNED SEALED AND DELIVERED by
 ANDREW MORTON GARRETT
 in the presence of



.....
 ANDREW MORTON GARRETT



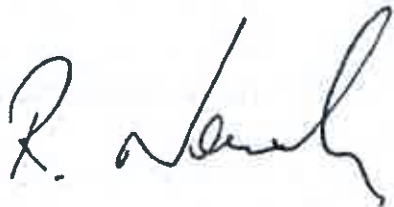
.....
 WITNESS

THE TRUSTEE

SIGNED SEALED AND DELIVERED by
 ANDREW MORTON GARRETT
 in the presence of



.....
 ANDREW MORTON GARRETT



.....
 WITNESS

1

marked.....
referred to in the Statutory Declaration
Of.....
declared this.....
day of..... 2016.....

THIS DEED is made the 28th April 2015

BY

ANDREW MORTON GARRETT of Level 1, 2 Drewery Place, Victoria, 3000 (*"The Trustee & the Appointor"*)

And

OENOVIVA (VIETNAM) PTY LTD (Controller Appointed) ACN; 156 586 775 of Level 1, 2 Drewery Place, Victoria, 3000 (*"The New Trustee"*)

And

ROBERT NOWAK of Level 1, 2 Drewery Place, Victoria, 3000 (*"the Second Appointor"*)

WHEREAS the Trustee is the sole Trustee of the Andrew Garrett Family Trust No 4 (*"the Trust"*) constituted by a Deed of Settlement made the 1st August 20108 between Christopher McCarthy as settlor and the Andrew Morton Garrett as trustee and as the Appointor (*"the Trust Deed"*) as varied 9th day of January 2009, 12th Day of September 2009, 30th Day of September 2009, 5th Day of July 2011, 14th Day of May 2014 and 21st Day of January 2015, and

10 Variation of deed

The trustee may from time to time as it thinks fit vary or add to this deed by a further deed supplemental hereto but not so that any person other than a beneficiary may acquire a beneficial interest in the trust fund.

AND WHEREAS the Trustee may vary the Trust Deed by a further Supplementary Deed in accordance with Clause 10 of the Deed

AND WHEREAS the New Trustee is desirous of acting as a Trustee of the Trust and the vesting in him jointly of the Property of the Trust with the Trustee, and

AND WHEREAS the Second Appointor and the Trustee are desirous of appointing the New Trustee as a Trustee of the Trust, and

AND WHEREAS s14(1)(a) of *The Trustee Act 1936 (SA)* sets out;

14(1a) *The person, or any of the persons, by whom or with whose consent the appointment of a new or additional trustee is required to be made, may appoint himself or, as the case may be, consent to the appointment of himself as a new or additional trustee.*

AND WHEREAS the Appointor is desirous of renouncing his powers as the Appointor,

AND WHEREAS clause 11.3 of the Trust Deed was varied on the 21st January 2015 to read as follows;

11.3 *An Appointor has the power exercisable alone or jointly with another Appointor or Trustee from time to time by deed or will to remove a*

trustee form office and to appoint any person (including a corporation which is not a trustee company within the meaning of the Trustee Act 1936 (SA) as amended or re-enacted from time to time) other than an Appointor to act alone or jointly with any other person as a trustee hereof with the sole exception of Andrew Morton Garrett who is able to act both as Appointor and Sole Trustee of the Trust as he deems fit. Any Appointor may at any time by deed renounce any power granted thereto by this deed and when made such renunciation will be irrevocable.

NOW THIS DEED WITNESSETH AND THE PARTIES HERETO COVENANT AND AGREE THAT.

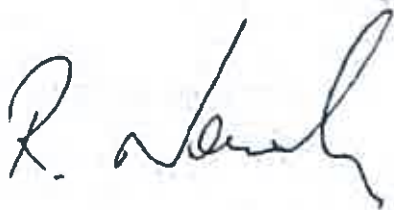
1. The Appointor hereby renounces his powers as Appointor given under the Deed with immediate effect.
2. The Trustee hereby varies the Trust Deed with effect from the 28th April 2015 and appoints the New Trustee as a Trustee of the Trust and the Second Appointor by this Deed hereby also appoints the New Trustee as Trustee of the Trust.
3. The New Trustee accepts appointment as a Trustee so that the Property of the Trust vests jointly in the New Trustee and the Trustee.
4. In all other respects the terms and conditions of the Trust remain unaltered.

IN WITNESSETH WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST HEREINBEFORE WRITTEN.

THE APPOINTOR

**SIGNED SEALED AND DELIVERED by
ANDREW MORTON GARRETT**

in the presence of

.....
ANDREW MORTON GARRETT

.....
WITNESS

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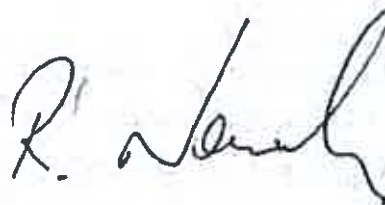
THE SECOND APPOINTOR

SIGNED SEALED AND DELIVERED by
ROBERT NOWAK,
 in the presence of



.....
 WITNESS

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.....
 ROBERT NOWAK

THE TRUSTEE

SIGNED SEALED AND DELIVERED by
ANDREW MORTON GARRETT
 in the presence of



.....
 WITNESS

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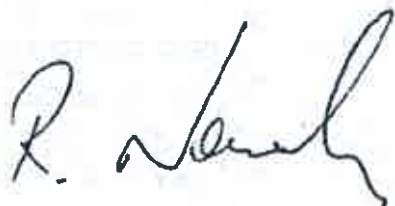
.....
 ANDREW MORTON GARRETT

THE NEW TRUSTEE

SIGNED SEALED AND DELIVERED by
OENOVIVA (VIETNAM) PTY LTD
(Controller Appointed)
in the presence of

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.....
ANDRÉW MORTON GARRETT
(CONTROLLER APPOINTED)



.....
WITNESS

33 OF 38
This is the exhibit

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marked..... AUG 7
referred to in the Statutory Declaration
of..... ANDREW MORTON GARRETT
declared this..... 2PM
day of..... JULY 20 16
..... J. Best

THIS DEED is made the 16th May 2015

BY

OENOVIVA (VIETNAM) PTY LTD (Controller Appointed) ACN; 156 586 775 of Level 1, 2
Drewery Place, Victoria, 3000 ("The Trustee")

Gordon Henry Best J.P No. 31546
A Justice of the Peace for South Australia

And

ANDREW MORTON GARRETT of Level 1, 2 Drewery Place, Victoria, 3000 ("The New
Trustee")

And

ROBERT NOWAK of Level 1, 2 Drewery Place, Victoria, 3000 ("the Second Appointor")

WHEREAS on the 15th May 2015 pursuant to a Sequestration Order given against the New
Trustee in MLG 177 of 2015; *Cahill v Garrett*, the New Trustee automatically vacated the office
of Trustee pursuant to the operation of cl 11.2 of the Deed of Settlement as varied by Deed of
Variation dated 21st January 2015, and

11.2 *The office of Trustee will be vacated if that Trustee becomes
incapable of discharging his or her duties because of illness or an
unsound mind or becomes bankrupt or, if the Trustee is a
corporation, and order is made or a resolution is passed which will
have the effect of winding up the corporation.*

WHEREAS the Trustee is the sole Trustee of the Andrew Garrett Family Trust No 4 ("the
Trust") constituted by a Deed of Settlement made the 1st August 20108 between Christopher
McCarthy as settlor and the Andrew Morton Garrett as trustee and as the Appointor ("the Trust
Deed") as varied 9th day of January 2009, 12th Day of September 2009, 30th Day of
September 2009, 5th Day of July 2011, 14th Day of May 2014, 21st Day of January 2015 and
28th April 2015, and

WHEREAS on the 28th April 2015 the Appointor resigned as the Appointor of the Trust
pursuant to the operation of cl 11.3, and

11.3 *An Appointor has the power exercisable alone or jointly with another
Appointor or Trustee from time to time by deed or will to remove a
trustee from office and to appoint any person (including a corporation
which is not a trustee company within the meaning of the Trustee Act
1936 (SA) as amended or re-enacted from time to time) other than
an Appointor to act alone or jointly with any other person as a trustee
hereof with the sole exception of Andrew Morton Garrett who is able
to act both as Appointor and Sole Trustee of the Trust as he deems
fit. Any Appointor may at any time by deed renounce any power
granted thereto by this deed and when made such renunciation will
be irrevocable.*

WHEREAS the Trustee was appointed as a Joint Trustee of the Trust on the 28th April 2015, and

WHEREAS the New Trustee is desirous of acting as a Trustee of the Trust and the vesting in him jointly of the Property of the Trust with the Trustee, and

WHEREAS the Second Appointor and the Trustee are desirous of appointing the New Trustee as a Trustee of the Trust, and

WHEREAS s14(1)(a) of The Trustee Act 1936 (SA) sets out;

14(1a) The person, or any of the persons, by whom or with whose consent the appointment of a new or additional trustee is required to be made, may appoint himself or, as the case may be, consent to the appointment of himself as a new or additional trustee.

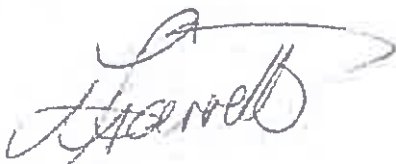
NOW THIS DEED WITNESSETH AND THE PARTIES HERETO COVENANT AND AGREE THAT.

1. The Trustee hereby varies the Trust Deed with effect from the 16th May 2015 and appoints the New Trustee as a Trustee of the Trust and the Second Appointor by this Deed hereby also appoints the New Trustee as Trustee of the Trust.
2. The New Trustee accepts appointment as a Trustee so that the Property of the Trust vests jointly in the New Trustee and the Trustee.
3. In all other respects the terms and conditions of the Trust remain unaltered.

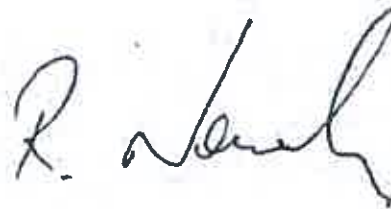
IN WITNESSETH WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST HEREINBEFORE WRITTEN.

THE SECOND APPOINTOR

SIGNED SEALED AND DELIVERED by
ROBERT NOWAK,
in the presence of



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ROBERT NOWAK

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WITNESS

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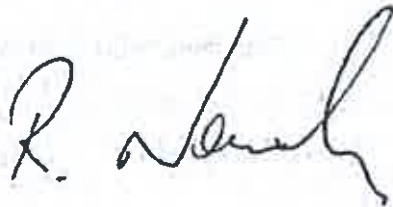
THE TRUSTEE

SIGNED SEALED AND DELIVERED by
OENOVIVA (VIETNAM) PTY LTD
(Controller Appointed)
in the presence of

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.....
ANDREW MORTON GARRETT



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WITNESS

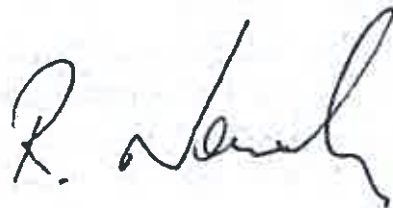
THE NEW TRUSTEE

SIGNED SEALED AND DELIVERED by
ANDREW MORTON GARRETT
in the presence of

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.....
ANDREW MORTON GARRETT



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WITNESS

referred to in the Statutory Declaration
 of ANDREW MORTON GARRETT
 declared this 28th
 day of JUNE 2016

THIS DEED is made the 27th June 2016 for effect the 8th May 2016

BY

Gordon Henry Best J.P No. 31546
 A Justice of the Peace for South Australia

ANDREW MORTON GARRETT of Level 1, 82 Flinders Street, Adelaide, SA, 5000 ("The Appointor")

And

OENOVIVA (CHINA) PTY LTD (Controller Appointed) ACN; 156 599 104 of Level 1, 82 Flinders Street, Adelaide, SA, 5000 ("The New Trustee")

And

OENOVIVA (NORTH AMERICA) PTY LTD (Controller Appointed) ACN; 156 586 766 of Level 1, 82 Flinders Street, Adelaide, SA, 5000 ("The Second New Trustee")

WHEREAS the Appointor and OenoViva (Vietnam) Pty Ltd are joint Trustees of the Andrew Garrett Family Trust No 4 ("the Trust") constituted by a Deed of Settlement made the 1st August 2008 between Christopher McCarthy as settlor and the Andrew Morton Garrett as trustee and as the Appointor ("the Trust Deed") as varied 9th day of January 2009, 12th Day of September 2009, 30th Day of September 2009, 5th Day of July 2011, 14th Day of May 2014, 21st Day of January 2015, 28th April 2015 and 16th May 2016, and

WHEREAS the operation of cl 11.3 sets out that the Appointor has the power to appoint a new trustee alone or jointly with any joint appointor, and

11.3 *An Appointor has the power exercisable alone or jointly with another Appointor or Trustee from time to time by deed or will to remove a trustee from office and to appoint any person (including a corporation which is not a trustee company within the meaning of the Trustee Act 1936 (SA) as amended or re-enacted from time to time) other than an Appointor to act alone or jointly with any other person as a trustee hereof with the sole exception of Andrew Morton Garrett who is able to act both as Appointor and Sole Trustee of the Trust as he deems fit. Any Appointor may at any time by deed renounce any power granted thereto by this deed and when made such renunciation will be irrevocable.*

WHEREAS the Commissioner of Taxation is indebted to the New Trustees and OenoViva (Vietnam) Pty Ltd in the amount of the GST credit payable in respect to the purchase of the Australian Domiciled Master Regional Licences for the territories of China, North America and Vietnam ("the AMRLs") respectively and is resisting making the payment of the GST credits to the AMRLs despite having received payment in full of the corresponding GST liability that was payable by the Trust, and

WHEREAS the Appointor is desirous of appointing the new Trustees as Joint Trustees of the Trust as a consequence of the GST credit receivable in order to facilitate the payment of the Deposit due on the purchase of the AMRLs from the Trust, and

WHEREAS the New Trustees are desirous of acting as Joint Trustees of the Trust and the vesting in them jointly of the Property of the Trust with the existing Joint Trustees,

NOW THIS DEED WITNESSETH AND THE PARTIES HERETO COVENANT AND AGREE THAT.

1. The Appointor hereby appoints the New Trustee and the Second New Trustee as Joint Trustee of the Trust with effect from the 8th May 2016, and
2. The New Trustee and The Second New Trustee hereby accept appointments as Joint Trustees so that the Property of the Trust vests jointly in the New Trustee and the Second New Trustee together with the existing Joint Trustees
3. In all other respects the terms and conditions of the Trust remain unaltered.

IN WITNESSETH WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST HEREINBEFORE WRITTEN.

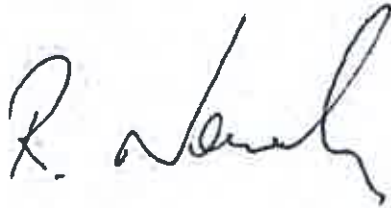
THE APPOINTOR

SIGNED SEALED AND DELIVERED by
ANDREWMORTON GARRETT
 in the presence of

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.....
 ANDREW MORTON GARRETT

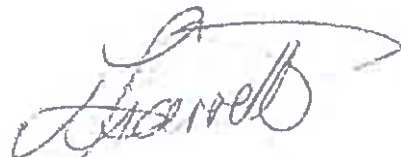


.....
 WITNESS; ROBERT NOWAK

THE NEW TRUSTEE

SIGNED SEALED AND DELIVERED by
OENOVIVA (CHINA) PTY LTD (Controller
Appointed)
 in the presence of

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.....
 ANDREW MORTON GARRETT

R. Nowak



.....
WITNESS; ROBERT NOWAK

THE SECOND NEW TRUSTEE

SIGNED SEALED AND DELIVERED by)
OENOVIVA (NORTH AMERICA) PTY LTD)
(Controller Appointed))
in the presence of)

Andrew Morton Garrett

R. Nowak

.....
ANDREW MORTON GARRETT

.....
WITNESS; ROBERT NOWAK

**DEED OF VARIATION OF DEED OF SETTLEMENT OF
THE ANDREW GARRETT FAMILY TRUST No 4**
LEI: 984500957DB10F0T4B11 ISIN: AU0000023194
CIK: 0001872362 AUSTRAC: 100788772
ABN:42388204496 SWIFT User Identification Code: O 19446.
Banking and Insurance License: 000538443

THIS DEED is made 19th February 2023 for effect 1st November 2022 following:

1. Grant of Domestic Master Regional License for South Africa dated 2nd June 2022
2. Letter of Authority dated 23rd June 2022
3. Master Regional License for Region of Africas dated 1st December 2022.

BY

ANDREW MORTON GARRETT of

1. 3/11 Harvey Street, Nailsworth SA 5083
2. Level 6, Reserve Bank Building, 111 Macquarie Street, Hobart Tasmania 7000
3. Level 30 Westpac House, 91 King William Street, Adelaide, SA, 5000; Phone: +61-8-8113-5750
4. Level 27, 101 Collins Street, Melbourne, VIC, 3000; Phone: +61-3-9221-6182
5. Level 29, Chifley Tower, 2 Chifley Square, Sydney, NSW, 2000; Phone: +61-2-9375-2109
6. Reserve Bank Building, 65 Martin Place, Sydney, NSW, 2000
7. Level 36, Riparian Plaza, 71 Eagle Street, Brisbane, QLD, 4000; Phone: +61-7-3121-3047
8. Level 28, AMP Tower, 140 St Georges Terrace, Perth WA, 6000; Phone: +61-8-6364-5049
9. Level 1, The Realm 18 National Circuit. Barton ACT, 2600; Phone: +61-2-6198-3408
10. Suite 103, 140 Nguyen Van Thu Street, District 1, Ho Chi Minh, Vietnam
11. 1015 15th ST NW #1000, Washington, District of Columbia, USA 20005
12. One World Trade Center, 85th Floor, New York, NY 10007
13. 1717 Pennsylvania Avenue, near The White House, Washington DC
14. 1015 15th ST NW #1000 Washington DC 20005
15. River Point, 17th Floor, 444 W Lake Street, Chicago, IL 60606
16. Williams Tower, 41st Floor, 2800 Post Oak Boulevard, Houston, TX 77056
17. Ground - 6th Floor, 10 Avenue Kléber, 10 Avenue Kléber, Paris 75116
18. Levels 11 & 12, Bastion Tower, 5 Place du Champ de Mars, Brussels 1050
19. Banca di Como: Level 1, Devonshire House. One Mayfair Place London UK W1J 8AJ
20. Dynamic Capital Bank: Level 30, The Leadenhall Building, 122 Leadenhall Street, EC3V 4AB
21. Level 8, Linkstraße 2, Potsdamer Platz, Berlin 10785
22. Ratzieri Street 3, Athens PC 11742, Athens & No 1 Alediou Street, Paleo Falero, 17561, Athens, Hellas
23. Viale Lecco, 19 - 22100 Como, Lombardia (CO)
24. Level 26, Fortune Financial Center, 5 Middle Dongsanhuan Road, Chaoyang District, Beijing 100020
25. Level 40, One Museum Place, 669 Xinzha Road, Jing An District, Shanghai 200041
26. Level 18, Shangri-La Office Tower, 9 East Binjiang Road, Jinjiang District, Chengdu 610021
27. Level 54, Guangzhou IFC, 5 West Zhujiang Road, Zhujiang New Town, Guangzhou 510623
28. Level 19 International Finance Centre, 8 Finance Street, Central., Hong Kong.
29. Dynamic Consultants Ltd, Units A & B, Full Win Commercial Centre, 573 Nathan Road, Kowloon
30. Level 20, Marunouchi Trust Tower – Main 1-8-3 Marunouchi Chiyoda-ku, Tokyo
31. Korea: 4F-4052, 14, Hangeulbiseok-ro 24-gil, Nowon-gu, Seoul,
32. Level 33, Ilham Tower, No. 8, Jalan Binjai, Kuala Lumpur 50450
33. Level 26, HSBC Tower, 188 Quay Street, Auckland 1010
34. Level 16, NTT Tower, 157 Lambton Quay, Wellington 6011



**DEED OF VARIATION OF DEED OF SETTLEMENT OF
THE ANDREW GARRETT FAMILY TRUST No 4**
LEI: 984500957DB10F0T4B11 ISIN: AU0000023194
CIK: 0001872362 AUSTRAC: 100788772

ABN:42388204496 SWIFT User Identification Code: O 19446.

Banking and Insurance License: 000538443

35. Level 24, One Bonifacio High Street, Bonifacio Global City, Metro Manila 1634
 36. Level 39, Marina Bay Financial Centre Tower 2, 10 Marina Boulevard, Singapore 018983
 37. Level 29, The Offices at Centralworld, 999/9 Rama I Road, Pathumwan, Bangkok 10330
 38. Suite 103, 140 Nguyen Van Thu Street, District 1, Ho Chi Minh, Vietnam
 39. Levels 5 & 6, Louis Vuitton Orjin Building Abdi Ipekci Cd, Nisantasi, Istanbul 34367
 40. 4 AL Sad AL AALi St. (Vinne St.) Kobry AL Galaa Sq. Dokki Cairo Egypt
 41. Unit 1830, Building 470, Road 1010, Block 410, Sanabis, Egypt
 42. Building No 19 Elglish Street, Port Fouad Tower, Ground Floor, Room No 2, Apartment No 6, Port Fouad, Port Said, Egypt
 43. Level 18, Sahab Tower. Mohammad Thunayan Al-Ghanim Street, Kuwait City
 44. Levels 2 and 3, Louis Vuitton Building, 1479 Marfaa Beirut Souks, Fakhri Bey, Allenby Street, Beirut
 45. P.O. Box 293, Postal Code 130, Muscat, Sultanate of Oman.
 46. Level 22, Tornado Tower, West Bay, Doha
 47. Level 29, Olaya Towers Tower B, Intersection of Olaya Street & Mohammed bin Abdul-Aziz Street, Riyadh 11523
 48. Levels 5 & 6, Louis Vuitton Orjin Building, Abdi Ipekci Cd, Nisantasi, Istanbul 34367
 49. Registered Office: Levels 41 & 42, Emirates Towers Dubai, Sheikh Zayed Road, Dubai
 50. 14 Okun AJAH, off Abraham Adesanya Aja, Lekki, Lagos
 51. P.O. Box SC 322, Community 1, Tema
- ("The Appointor")

And

ELIZABETH ADRIANA JANSEN holder of South Africa Passport No.: A05399316 whose address is 236 MATHOLA STREET, MOSSEL BAY GOLF ESTATE, MOSSEL BAY, WESTERN CAPE, SOUTH AFRICA. ("The New Trustee")

WHEREAS the Appointor and,

1. Andrew Garrett Group Pty Ltd ACN: 008 018 602 (Managing Controller Appointed),
2. Andrew Garrett Wine Resorts Pty Ltd ACN: 064 792 221 (Managing Controller Appointed),
3. Andrew Garrett Vineyard Estates Pty Ltd ACN: 076 150 260 (Managing Controller Appointed),
4. OenoViva (Vietnam) Pty Ltd ACN: 156 586 775 & OenoViva (Vietnam) Limited Vietnam Company Number:
5. OenoViva (North America) Pty Ltd ACN: 156 586 766 (Managing Controller Appointed),
6. OenoViva (China) Pty Ltd ACN: 156 599 094 (Managing Controller Appointed),
7. OenoViva Washington Inc., District of Columbia, Company Registry Number C00006823850
8. OenoViva Korea Inc., Republic of Korea, Company Registry Number C00006823850
9. Australian Wine Supply Limited HK Registry Number 1657912,
10. Kimberley Prawn Company Pty Ltd, ACN: 079 513 303,
11. Cape Bruny Pty Ltd ACN: 636 766 302
12. Kashmein Pty Ltd ACN: 634 553 950
13. Champion of the Public Interest Pty Ltd, ACN: 643 174 476
14. Garage Wine Group Pty Ltd, ACN: 097 691 677



**DEED OF VARIATION OF DEED OF SETTLEMENT OF
THE ANDREW GARRETT FAMILY TRUST No 4**
LEI: 984500957DB10F0T4B11 ISIN: AU0000023194
CIK: 0001872362 AUSTRAC: 100788772

ABN:42388204496 SWIFT User Identification Code: O 19446.

Banking and Insurance License: 000538443

- 15. Global Green International Holdings LLC, Arizona Company ID: 23106878
- 16. Raw & Co Ltd, Colorado Company Number: 20181483724
- 17. OenoViva France s.a.s. France Company Number: 908 414 097 00018
- 18. OenoViva (Greece & Cyprus). ACN: 155 493 949
- 19. Grupo Import Puerto Padre S.A. Panama Company ID Number: 155669012
- 20. Sai Saraswati Investment Pvt. Ltd. Nepal Company ID Number: 139147/072/073

- 21. International Group for Advanced Solutions, Egypt Commercial Registry Number: 5597
- 22. SINESIS INTERNATIONAL LIMITED UK Company Number: 12730384
- 23. UNISON PICTURES LIMITED ACN: 604 594 916; APIR: UNPX459AU; EIN 86-2269813; LEI 984500DF388KEJFXB495; ABN 57 868 097 547; ISIN: AU60UNP52320
- 24. PFTAS PTY LTD ACN; 119 678 090
- 25. CARGOSHEDS PTY LTD ACN 159 572 933
- 26. COUNT BERNARD HENRI GASTORI DEROUBAIX-CAULIER French Passport (P) Number 10AD27153

are joint Trustees of the Andrew Garrett Family Trust No 4 (*"the Trust"*) constituted by a Deed of Settlement made the 1st August 2008 between Christopher McCarthy as settlor and the Andrew Morton Garrett as trustee and as the Appointor (*"the Trust Deed"*) as varied 9th day of January 2009, 12th Day of September 2009, 30th Day of September 2009, 5th Day of July 2011, 14th Day of May 2014, 21st Day of January 2015, 28th April 2015, 16th May 2015, 27th June 2016, 12th January 2017, 19th May 2017, 31st May 2017, 13th September 2018, 1st July 2019, 3rd August 2020, 12th June for effect 17th January 2021, 11th September 2021, 15th September 2021, 15th October 2021, 31st January 2022, 2nd May 2022, 6th May 2022 (No 1), 6th May 2022 (No 2) and 6th May 2022 (No 3), 6th May 2022 (No 4), 7th June 2022 and 6th January 2023.

AND WHEREAS, the operation of cl 11.3 of the Trust Deed sets out that the Appointor has the power to appoint a new trustee alone or jointly with any joint appointor, and

11.3 *An Appointor has the power exercisable alone or jointly with another Appointor or Trustee from time to time by deed or will to remove a trustee from office and to appoint any person (including a corporation which is not a trustee company within the meaning of the Trustee Act 1936 (SA) as amended or re-enacted from time to time) other than an Appointor to act alone or jointly with any other person as a trustee hereof with the sole exception of Andrew Morton Garrett who is able to act both as Appointor and Sole Trustee of the Trust as he deems fit. Any Appointor may at any time by deed renounce any power granted thereto by this deed and when made such renunciation will be irrevocable.*

AND WHEREAS, the Appointor is desirous of appointing the new Trustee as a Joint Trustee of the Trust together with the other Joint Trustees from time to time, and

AND WHEREAS the New Trustee is desirous of acting as Joint Trustee of the Trust and the vesting in it jointly of the Property of the Trust with the existing Joint Trustees



DEED OF VARIATION OF DEED OF SETTLEMENT OF
THE ANDREW GARRETT FAMILY TRUST No 4
LEI: 984500957DB10F0T4B11 ISIN: AU0000023194
CIK: 0001872362 AUSTRAC: 100788772
ABN:42388204496 SWIFT User Identification Code: O 19446.
Banking and Insurance License: 000538443

NOW THIS DEED WITNESSETH AND THE PARTIES HERETO COVENANT AND AGREE THAT.

1. The Appointor hereby appoints the New Trustee as Joint Trustee of the Trust with effect from the 21st of April 2021, and
2. The New Trustee hereby accept appointments as Joint Trustee so that the Property of the Trust vests jointly in the New Trustee together with the existing Joint Trustees
3. In all other respects the terms and conditions of the Trust remain unaltered

IN WITNESSETH WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST HEREINBEFORE WRITTEN.

THE APPOINTOR

SIGNED SEALED AND DELIVERED by
ANDREWMORTON GARRETT

in the presence of



WITNESS; ROBERT NOWAK

)
)
)
)



ANDREW MORTON GARRETT

THE NEW TRUSTEE

SIGNED SEALED AND DELIVERED by
ELIZABETH ADRIANA JANSEN

in the presence of



WITNESS;

R. Frans

)
)
)
)



ELIZABETH ADRIANA JANSEN



ASIC

Australian Securities & Investments Commission

Record of Registration for Business Name

Business name information for:

Better World Future Fund

This Record of Registration contains information recorded on the Australian Securities and Investments Commission's (ASIC) register under section 33(8) of the Business Names Registration Act 2011.

Date: 25 July 2022

Next renewal date: 25 July 2023

Record of registration issued by the Australian Securities and Investments Commission on 25 July 2022

Registry
Officer
Registry Services
On behalf of Australian Securities and Investments Commission

RECORD OF REGISTRATION



ASIC

Australian Securities & Investments Commission

Summary of business name details

Business name: Better World Future Fund

Registration date: 25 July 2022

Status: Registered

Period of registration: 1 Year

Next renewal date: 25 July 2023

Business name holder details

Business name holder: The Trustee for Australian People Future Fund

Holder type: Unincorporated structure

ABN: 26317275322

Organisational representative: THE ANDREW GARRETT GROUP PTY LTD

Email address: andrew.garrett@dynamic-capital-bank.com

Organisational representative: ANDREW GARRETT WINE RESORTS PTY LTD

Email address: andrew.garrett@dynamic-capital-bank.com

Organisational representative: Andrew Morton Garrett

Residential address: 11 Harvey St Nailsworth SA 5083 Australia

Email address: andrew.garrett@dynamic-capital-bank.com

Organisational representative: CHAMPION OF PUBLIC INTEREST PTY LTD

Email address: robert.nowak@dynamic-capital-bank.com

Organisational representative: OENOVIVA (VIETNAM) PTY. LTD.

Email address: peter.tran@dynamic-capital-bank.com

Organisational representative: OENOVIVA (NORTH AMERICA) PTY. LTD.

Email address: andrew.garrett@dynamic-capital-bank.com

Organisational representative: KIMBERLEY PRAWN COMPANY (AUST) PTY. LTD.

ABN: 71079513303

Email address: john.thomson@dynamic-capital-bank.com

Organisational representative: YARRA GLEN VINEYARDS HOLDINGS PTY LTD

Email address: andrew.garrett@dynamic-capital-bank.com

Organisational representative: CAPE BRUNY PTY LTD

Email address: john.thomson@dynamic-capital-bank.com

RECORD OF REGISTRATION



ASIC

Australian Securities & Investments Commission

Organisational representative: KASHMEIN PTY LTD
Email address: robert.nowak@dynamic-capital-bank.com

Organisational representative: GARAGE WINE GROUP PTY LTD
ABN: 31097691677
Email address: chris.hill@dynamic-capital-bank.com

Organisational representative: OENOVIVA (GREECE) PTY. LTD.
Email address: christos.balabinis@dynamic-capital-bank.com

Organisational representative: UNISON PICTURES PTY LTD
Email address: adrian.bertino-clarke@dynamic-capital-bank.com

Organisational representative: PFTAS PTY LTD
ABN: 85119678090
Email address: robert.douglas@dynamic-capital-bank.com

Organisational representative: CARGOSHEDS PTY LIMITED
Email address: stan@cargosheds.com

Addresses

Address for service of documents

3 / 11 Harvey St
Nailsworth SA 5083
Australia

Principal place of business

lvl 6 Servcorp
111 Macquarie St
Hobart TAS 7000
Australia

Email

andrew.garrett@dynamic-capital-bank.com

RECORD OF REGISTRATION



ASIC

Australian Securities & Investments Commission

RECORD OF REGISTRATION

Disclaimer

While every effort has been made to ensure the reliability and accuracy of the information in this record, ASIC does not guarantee or warrant the accuracy or authenticity of the information. ASIC will not be liable for any damage or loss arising from any incorrect or incomplete information provided.



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

- | | |
|------------------------------|--|
| 1. Country | Australia |
| This public document | |
| 2. has been signed by | Dayne Emil Johnson |
| 3. acting in the capacity of | Notary Public |
| 4. bears the seal/stamp of | Dayne Emil Johnson, Notary Public |
| Certified | |
| 5. at Hobart | 6. the 18th day of May, 2017 |
| 7. by Timmothy Newlands | Department of Foreign Affairs and Trade
Hobart
Australia |
| 8. No. HFAF-CT-939 | |
| 9. Seal/Stamp | 10. Signature |



This Apostille only certifies the authenticity of the signature (where applicable) and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears. This Apostille does not certify the content of the document for which it was issued. This Apostille can be verified at <https://orao.dfat.gov.au/pages/verifyapostille.aspx>



DEED OF SETTLEMENT OF

do.

“THE AUSTRALIAN PEOPLE FUTURE FUND.”

DISCRETIONARY TRUST



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**THE AUSTRALIAN PEOPLE FUTURE FUND.
DISCRETIONARY TRUST**

DATE

THIS DEED is made the 30th day of April 2017

PARTIES

BETWEEN: Brennan Paul Fitzallen of 87-89 Cove Hill Road, Bridgewater, Tasmania, 7030 (“the Appointor”)

AND: Andrew Morton Garrett of 10/15 Hunter Street, Hobart, Tasmania, 7000 (“The Trustee”)

AND: Andrew Morton Garrett in his capacity as Managing Trustee of the Andrew Garrett Family Trust No 4 ABN 42 388 204 496 trading as OenoViva Capital Resources of 10/15 Hunter Street, Hobart, Tasmania, 7000 (“the Settlor”)

RECITAL

The settlor wishes to provide for the beneficiaries described in this deed by settling property on the company to be held on trust for their benefit in the manner set out in this deed.

DEED

THIS DEED WITNESSES:

1 Declaration of trust

The Settlor covenants he hereby gifts and bequeaths to the Trustee the sum of \$1,556,969,829,685 arising from Admissions of Liability and Facts by the Crown to the Settlor with all rights arising from the matters associated with the Settlor, such that the rights of the Trustee are the same as the rights of the Settlor against the Crown together with the right to post judgement escalation in value at the rate of 1% per month and the Trustee covenants and declares that he will hold that sum and the trust fund described in this deed upon the trusts and with the powers and subject to the conditions set out in this deed. The trust created by this deed is known as;

“THE AUSTRALIAN PEOPLE FUTURE FUND”

2 Definitions

In this deed, unless the subject or context otherwise requires:

- 2.1 “PRIMARY BENEFICIARIES” means the Peoples of Australia living and holding citizenship of the Commonwealth of Australia at any time after the date of this Trust Deed and their issue as are living from time to time.



- 2.2 “GENERAL BENEFICIARIES” means the primary beneficiaries, any parent, brother or sister, niece or nephew of the primary beneficiaries, an eligible company, the trustee or trustees of an eligible trust and an eligible charitable institution.
- 2.3 “ELIGIBLE COMPANY” means a corporation in which at least one share is held by any of the beneficiaries or by the trustee of an eligible trust.
- 2.4 “ELIGIBLE TRUST” means a trust or settlement, the beneficial interests in which must vest before the date of distribution and in which any of the beneficiaries has an interest or a potential entitlement, whether vested, contingent or discretionary and whether liable to be defeated or diminished by the exercise of any power by the trustee thereof.
- 2.5 “ELIGIBLE CHARITABLE INSTITUTION” means any institution devoted wholly to charitable purposes as the trustee in its absolute discretion considers worthy of receiving benefits under this deed from time to time.
- 2.6 “BENEFICIARIES” means the primary and general beneficiaries and includes any person or entity that may at any time come within the definition of a primary or general beneficiary, notwithstanding that the person or entity may not be in existence or may not have been within the definition of a class of beneficiaries at the date of this deed.
- 2.7 “APPOINTOR” means Brennan Paul Fitzallen and or such person as he solely by deed or will appoint and in the absence of any such nomination after his death, his legal personal representative or representative[s].
- 2.8 “CHILD” or “ISSUE” includes any adopted child and step child.
- 2.9 “SPOUSE” means any person to whom a beneficiary is married from time to time and upon his or her death his or her widow or widower.
- 2.10 “THE TRUSTEE” means Andrew Morton Garrett and any additional or substituted trustee.
- 2.11 “THE TRUST FUND” means the sum of \$1,556,969,829,685 and any additional property real or personal (including any accumulated income) to which the trusts created by this deed apply.
- 2.12 “DATE OF DISTRIBUTION” means the date of the 80th anniversary of the execution of this deed or the 21st anniversary of the death of the last survivor of the beneficiaries who are living at the date of this deed, whichever is the later, or such earlier date as the trustee before that date in its absolute discretion determines in writing.
- 2.13 “INCOME PERIOD” means the period from the execution of this deed until 30th June next; and thereafter each period of 12 consecutive calendar months commencing the 1st day of July next until the 30th day of June before the date of distribution, and thereafter the period up to and including the date of distribution.
- 2.14 “AS THE TRUSTEE THINKS FIT” or words importing the same means that the trustee has the widest and most unexaminable discretion including where applicable



the power to prefer one or more beneficiaries to the total exclusion of any other or others of them.

3 Income of trust fund

- 3.1 The trustee will hold the trust fund **UPON TRUST** from time to time during each income period to determine with respect to all or any part of the income of the trust fund as the trustee thinks fit:
- (a) to pay, apply or set aside such income to or for the benefit of any beneficiary; or
 - (b) to accumulate such income as an accretion to the trust fund upon the same trusts and conditions as are applicable to the trust fund but with power nevertheless from time to time to resort to any accumulation as if it were current income of the trust fund.
- 3.2 The trustee will hold so much of the income of each income period as is not before the end of the income period the subject of a determination under Clause 3.1 upon trust for such of the primary beneficiaries who are living at the end of that income period in equal shares.
- 3.3 For the purposes of Clauses 3.1 and 3.2, the trustee has the power at its discretion to:
- (a) pay, apply or accumulate on behalf of any one or more of the beneficiaries so much of a particular class or category of income (including without limitation income from personal exertion, dividends, franking credits, interest, rent, royalties or income from foreign sources) which is separately accounted for in the books of account of the trust or otherwise capable of separate identification and which has been determined after deduction or allowance for those expenses of the trust attributable to the earning or receipt of such class or category of income. For the purposes of this Clause the trustee may keep separate from the other assets of the trust fund any particular class or category of income (and any accumulation of all or part of that income) and may deduct therefrom or allow against such particular class or category of income (and any accumulation thereof) the expenses of the trust attributable to the earning or receipt or accumulation of such class or category of income;
 - (b) treat as income of the trust fund any receipt, profit, gain or amount which is assessable income for the purposes of the *Income Tax Assessment Act 1997*;
 - (c) distinguish between income of any type or character;
 - (d) effect such distributions or deal with income of any type or character in such a manner as to preserve and to pass on the status or character of the income for the purposes of the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997* among all of the beneficiaries in respect of whom the trustee has made a determination or determinations pursuant to Clauses 3.1 or 3.2 in respect of an accounting period or any one or more of them exclusive of the other or others in the shares and proportions that the trustee has determined.



3.4 The powers and discretions granted to the trustee by this clause will not cease nor be diminished or rendered ineffective in their exercise or effect by virtue of any income of the trust fund which has or is capable of having some special status or character for the purposes of the *Income Tax Assessment Act 1936* or the *Income Tax Assessment Act 1997* having been derived by or coming into the possession of the trustee and having been mixed, mingled or joined with other income of the trust fund.

4 Distribution of the trust fund

Upon the date of distribution the trustee will hold the trust fund upon trust to divide it amongst the beneficiaries or to apply it for the benefit thereof in such manner and in such proportion as the trustee thinks fit. In the absence of any determination by the trustee, the trust fund will be distributed in equal shares between such of the primary beneficiaries who are living at the date of distribution or, if none are living, between such of the general beneficiaries who are natural persons living at the date of distribution.

5 Application of trust fund

For the purposes of Clauses 3 and 4:

- 5.1 Any payment or application to or for the benefit of a beneficiary will without the execution of a receipt by the beneficiary or any person on his or her behalf constitute a full and final discharge to the trustee in relation to that payment or application.
- 5.2 Any payment for the benefit of a charitable purpose may be made by the trustee to a corporation or society which includes such purpose amongst its objects without the trustee being bound to see to the due application thereof, and the receipt of the treasurer or other proper officer of any such corporation or society will be a full and final discharge to the trustee for such payment.
- 5.3 The trustee's determination to pay, apply or set aside to or for the benefit of a beneficiary will be made in accordance with the provisions in Clause 9.
- 5.4 Any income set aside for a beneficiary under Clauses 3.1(a) or 3.2 will not form part of the trust fund but must be held by the trustee as a separate fund on trust for the beneficiary absolutely and irrevocably with power to the trustee:
 - (a) to invest the same on behalf of the beneficiary whether or not he or she is a minor and in the name of the beneficiary or of the trustee or any person in trust for the beneficiary in any manner in which the trustee is by this deed authorised to invest moneys, and the investment of the income by the trustee on behalf of or in trust for the beneficiary will without anything more constitute full and final discharge to the trustee in respect of that income;
 - (b) to transpose any such investment held on behalf of or in trust for a beneficiary from time to time in any manner permitted by this deed for the investment of the trust fund.

6 Prior distribution of corpus

Notwithstanding the trusts hereinbefore contained, the trustee may as it thinks fit from time to time before the date of distribution raise any sum out of the capital of the trust



fund and pay the same or transfer the whole or any portion of the trust fund in its existing form of investment to or for the advancement or benefit of any beneficiary (whether absolutely or by way of resettlement upon such trusts as the trustee thinks fit) during his or her lifetime freed and discharged from the trusts of this deed, and any such payment or transfer without any receipt will constitute a full and final discharge to the trustee in respect thereof.

7 Powers and discretions of trustee

The trustee has the following absolute powers and discretions which may be exercised in any way that the trustee thinks fit:

- 7.1 Notwithstanding that the trust fund consists of trust moneys to invest the same and deal with, manage, transpose and realise such investments entirely as it thinks fit and with such powers in all respects as if the trustee were the sole absolute owner thereof, the trustee will not be accountable in any way whatsoever for any loss arising out of the making or the failure to realise or the management of any investment.
- 7.2 To become or to appoint any of its officers to become a director or servant of any company in which the trustee or any of its officers may hold shares as part of the trust fund and to receive the remuneration attaching to such office without being liable to account for the same, and it is directed that the trustee may become qualified as a director by the holding in its own name of shares constituting part of the trust fund provided that the trustee executes a declaration of trust in relation to such shares and that the trustee accounts to the trust fund for all dividends and bonuses payable in respect thereof.
- 7.3 To exercise all rights and privileges and perform all duties appertaining to any shares or stocks for the time being subject to the trusts created by this deed with liberty to assent to any arrangement modifying such rights, privileges or duties and to agree to any scheme or arrangement for the reconstruction or the increase or reduction of the capital of any company and for any such purpose to deposit, surrender or exchange any of the shares or stock or the title thereto and to pay any calls or contributions or other necessary expenses in connection with any shares or stock or any title thereto.
- 7.4 To exercise or concur in exercising all of the powers and discretions given by this deed or by law, notwithstanding that the trustee or any person who is a shareholder or director of the trustee (if the trustee is a company) has or may have a direct or indirect interest (whether as trustee of any other settlement or in its, his or her personal capacity or as a director or shareholder of any other company or otherwise) in the mode or result of exercising any such power or discretion or may benefit either directly or indirectly as a result of the exercise of such power or discretion, and notwithstanding that any trustee for the time being is a sole trustee.
- 7.5 To borrow or raise or concur in raising from any person, including a trustee or beneficiary hereof, with or without security, any money which the trustee thinks expedient for any purpose in relation to the execution of the trusts or powers conferred on the trustee by this deed.



- 7.6 To lend all or any part of the trust fund on such terms and conditions with or without interest or with or without security as the trustee thinks fit to any person including a beneficiary hereof.
- 7.7 To give any bill, indemnity, guarantee or security (including a commercial bill and mortgage or charge with or without a power of sale over all or any part of the trust fund) for payment of money or for the performance of any contract obligation or undertaking by any person and to renegotiate or renew from time to time any such bill, indemnity, guarantee or security.
- 7.8 To apply the whole or any part of the capital or income of the trust fund in or towards payment of any liability undertaken by the trustee in relation to the acquisition of property intended to form part of the trust fund.
- 7.9 If, at any time, the trust fund comprises real property or any interest in real property at the discretion of the trustee to manage, use and let the same or any part thereof, to permit any beneficiary to have the use thereof with or without payment of rent or outgoings, to erect, pull down, rebuild and repair buildings and erections, to carry out improvements of any nature, to make allowances to and arrangements with tenants, to grant or acquire easements or other rights and generally to deal with such property or interest or to join in dealing with the same as if beneficially entitled thereto without being responsible for loss.
- 7.10 To acquire, carry on or join in carrying on any business, either alone or in partnership with any other person as it thinks proper, with power for that purpose to employ therein such part of the capital of the trust fund as it thinks fit and to leave the entire management of such business to any partner therein or manager thereof and to renew partnerships and generally to act in all matters relating to such business as if it were beneficially entitled thereto and without being responsible for loss.
- 7.11 To employ or engage any person (whether or not such person is a trustee or otherwise interested in the trust fund) in any capacity, to transact all or any business of whatsoever nature required to be done in pursuance of the trusts and powers herein contained, including the receipt or payment of money, and to pay the expenses thereof and such further fee or other remuneration for the services thereof as the trustee thinks fit.
- 7.12 To pay out of the trust fund all expenses incidental to the management of the trust fund and the exercise of any discretion or power.
- 7.13 To make any investment on terms that the investment be paid for by more than one instalment and that outstanding instalments may bear interest.
- 7.14 To take on bailment, lease or exchange or on hire purchase or otherwise purchase or acquire any real and personal property and in particular (without limitation) any chattels, machinery, plant and stock-in-trade.
- 7.15 To take and act upon the opinion of any barrister or solicitor practising in the State of South Australia whether in relation to the interpretation of this deed or any other document or statute or as to the administration of the trusts hereof, without being liable to anyone in respect of any act done by it in accordance with such opinion



PROVIDED that nothing herein obliges the trustee to act in accordance with any such opinion **AND PROVIDED FURTHER** that nothing herein contained prohibits the trustee from applying to the court as it thinks fit.

8 Liability and indemnity of trustee

- 8.1 While acting or purporting to act in the execution of the trust and powers hereof, the trustee will have recourse only to the trust fund in payment of any debts incurred thereby or claims made against the trustee but will not be personally liable for any loss which is not attributable to its own wilful neglect or dishonesty. The beneficiaries are under no obligation to indemnify the trustee against any such debts or claims.

9 Exercise of powers

- 9.1 Any decision or determination by a trustee or any exercise of a power or discretion conferred by this deed is sufficiently made if the trustee is a company by a resolution of the board of directors or other governing body and is sufficiently evidenced (whether or not the trustee is a company) if noted in minutes of proceedings as trustee signed as a true record by the trustee or a director of the trustee. A decision so noted is irrevocable and binding on all beneficiaries unless expressed to be revocable.

10 Variation of deed

The trustee may from time to time as it thinks fit vary or add to this deed by a further deed supplemental hereto but not so that any person other than a beneficiary may acquire a beneficial interest in the trust fund.

11 Appointment of new trustee

- 11.1 The trustee may at any time as it thinks fit resign and by instrument in writing appoint a new trustee or trustees in succession and must transfer the trust fund to such trustee or trustees.
- 11.2 The office of a trustee will be vacated if that trustee becomes incapable of discharging his or her duties because of illness or an unsound mind or becomes bankrupt or, if the trustee is a corporation, an order is made or a resolution is passed which will have the effect of winding up the corporation.
- 11.3 An appointor has the power exercisable jointly with any other appointor from time to time by deed or will to remove a trustee from office and to appoint any person (including a corporation which is not a trustee company within the meaning of the *Trustee Act 1958* as amended or re-enacted from time to time) other than an appointor to act alone or jointly with any other person as a trustee hereof. Any appointor may at any time by deed renounce any power granted thereto by this deed and when made such renunciation will be irrevocable.
- 11.4 The trustee must upon retirement or removal cause the trust fund and the assets thereof to be vested in the new trustee or trustees and must deliver thereto all books, documents and other property relating to the trust fund.



11.5 A retiring trustee will be effectually discharged from the trusts created by this deed notwithstanding that any trustee appointed in substitution is acting alone or is not the Public Trustee of South Australia or a trustee company as defined in the *Trustee Act 1958* as amended or re-enacted from time to time.

11.6 A new trustee may accept the accounts rendered and the property delivered by a continuing or retiring trustee without being bound to enquire further as to the assets and income of the trust fund.

12 Remuneration

Any trustee may claim and be paid out of the trust fund management fees not exceeding in total the sum of [\$1,000 or 1%] of the income of the trust (whichever is the greater amount) in each income period. Any management fees in respect of an income period not claimed during such period will not be recoverable from the trust fund in any other income period. Any trustee other than a settlor hereof who is a solicitor or accountant is entitled to be paid in addition to any management fee all usual professional or business fees for business transacted, time expended and work done by the trustee or any employee or partner of the trustee or by any professional corporation of which the trustee is a director, an employee or a shareholder in connection with the administration of the trusts hereof, notwithstanding that such may include acts which a trustee not being a member of either profession could have done personally.

13 Construction

This deed will be construed and take effect according to the law of the State of South Australia.

14 Interpretation

In this deed where the context permits:

14.1 the singular includes the plural and vice versa;

14.2 any gender includes all other genders;

14.3 the headings in this deed will not be taken into account in the construction thereof;

14.4 any reference to a statute in this deed is a reference to that statute as amended or re-enacted from time to time and any statute enacted in substitution for that statute.

15 Resulting trusts

Any resulting trust to the settlor or to any subsequent donor to the trust fund arising by reason of this deed or any amendment thereto is hereby expressly negated.

16 Revocation

The settlor may at any time hereafter by deed or will revoke the trusts hereby declared in whole or in part in order to declare fresh trusts in favour of any person or persons other than himself with or without a like power of revocation.



SIGNATURES

EXECUTED by the parties.

SIGNED by **ANDREW MORTON GARRETT** as “The Settlor”

in the presence of:

Witness

BRENNAN PAUL FITZALLEN

Name (in block letters)

Signature of Settlor

ANDREW MORTON GARRETT

Name (in block letters)

SIGNED by **ANDREW MORTON GARRETT** as trustee for

“THE AUSTRALIAN PEOPLE FUTURE FUND.”

in the presence of:

Witness

BRENNAN PAUL FITZALLEN

Name (in block letters)

Signature of Trustee

ANDREW MORTON GARRETT

Name (in block letters)



SIGNED by BRENNAN PAUL FITZALLEN as “The Appointor”

in the presence of:

A handwritten signature in black ink, appearing to read "Garrett".

Witness

ANDREW MORTON GARRETT

Name (in block letters)

A handwritten signature in blue ink, appearing to read "B. Fitzallen".

Signature of Appointor

BRENNAN PAUL FITZALLEN

Name (in block letters)

A small, handwritten signature in black ink, appearing to read "Dr.".

NOTARIZED by:

NOTARY PUBLIC ATTESTATION

Country of Australia
Subscribed and Affirmed
City of Hobart, Tasmania

Appears, one Mr. Andrew Morton Garrett, holder of an Australian Passport #N3926144 and United Kingdom Passport #538401308, in his capacity as Sole Trustee of The Australian People Future Fund, who is known to me to be the one who has presented the attached Copy of the Deed of Settlement of the Australian People Future Fund ABN: 26317275322 Discretionary Trust dated 30th April 2017 and who solemnly Affirms that the attached Copy of the Deed of Settlement is a true and correct copy of the Deed of Settlement of the Australian People Future Fund ABN: 26317275322 Discretionary Trust dated 30th April 2017 and that Affirmation to be the Truth, the whole Truth and nothing but the Truth under the pains and penalties of Perjury under the laws of the Commonwealth of Australia and the Common Law before Notary Public, this 8th Day of May, 2017

Witness my hand and official seal:



Notary Public / ~~Attorney at Law~~

My commission expires: *is not time limited*



Dayne Emil Johnson
Notary Public
59 Harrington Street Hobart
Tasmania Australia



10:12 am, Feb 14, 2022

JEFFREY P. COLWELL, CLERK

RESOLUTIONS

(Resolutions of Board of Trustees of OenoViva Capital Resources and the
Trustee of the Australian People Future Fund)
On the 30th April 2017

Reference: **OVCRI/APFF/30/04/2017**

A. Deed of settlement dated 1st August 2008 of the Andrew Garrett Family Trust No 4 as varied, trading as OenoViva Capital Resources;

B. DRAFT Deed of settlement dated 30th April 2017 of the Australian People Future Fund

B. Constitutions of:

- OenoViva (North America) Pty Ltd, ACN; 156 586 766 represented by Andrew Morton Garrett ("**AMG**") Managing Controller
- OenoViva (China) Pty Ltd, ACN; 156 599 094 represented by Andrew Morton Garrett ("**AMG**") Managing Controller
- OenoViva (Vietnam) Pty Ltd, ACN; 156 586 775 represented by Peter Tran ("**PT**") Managing Controller
- Australian Wine Supply Limited trading as OenoViva (Hong Kong); Hong Kong Company Registry Number; 1657912
- Fitzallen Industries Pty Ltd, ACN; 616 626 209

C. Andrew Morton Garrett, Managing Trustee /Chairman holder of Australian Passport #N3926144 and United Kingdom Passport #538401308

Minutes and Resolutions of a meeting of the Joint Trustees of the Andrew Garrett Family No 4 trading as OenoViva Capital Resources, Australian Business Registration No 42 388 204 496 ("**The Trust**") at the registered office at 10/15 Hunter Street, Hobart, Tasmania, 7000 was held in accordance with the Articles of Incorporation of the Corporate Trustees and the Deed of Settlement of the Trust

Present at the meeting were the following Trustees/Directors:

Present at the meeting was Board of Trustees of OenoViva Capital Resources as follows;

1. Mr. Andrew Morton Garrett, Managing Trustee, holder of Australian Passport #N3926144 and United Kingdom Passport #538401308, Managing Trustee in person
2. Steven Kavanagh, by telephone from Sydney
3. Mr. Andrew Morton Garrett, Managing Controller of OenoViva (North America) Pty Ltd, in person
4. Mr. Andrew Morton Garrett, Managing Controller of OenoViva (China) Pty Ltd, in person
5. Scott Mitchell, Managing Director, Australian Wine Supply Limited trading as OenoViva (Hong Kong) by telephone from Hong Kong
6. Peter Tran, Managing Director, OenoViva (Vietnam) Pty Ltd by telephone from Ho Chi Minh
7. Brennan Paul Fitzallen, Managing Director, Fitzallen Industries Pty Ltd, in person

8. Roger Dickeson, Secretary of the Board of Trustees by telephone from Melbourne

Also present was the proposed members of the Board of Management of the APFF as a Charitable Trust/Public Benevolent Institution to be established by resolution and distribution from the Trust of valuable consideration in the form of 33% of the Rights of the Trust to Remedy and the APFF IBOE

1. Robert Nowak
2. Brennan Paul Fitzallen
3. Scott Mitchell
4. Steve Kavanagh

The meeting of the Board of Trustees undertook the following Resolutions of the Joint Trustees, which has been recorded as "Reference: OVCR/APFF/30/04/2017" in the Minutes of the Trust Meeting Book.

Discussion;

AMG;

1. Directed the attention of the Board of Trustees to the Notice to Admit Facts dated 1st July 2016 and annexures served on the Attorney Generals of the Commonwealth, the States and Territories of the Commonwealth of Australia ("**the Attorney Generals**") and otherwise ("**Notices to Admit Facts**") as referred to in his email to the Commonwealth Attorney General dated 19th March 2017 and otherwise; AMG confirmed that at all relevant times he has relied upon all relevant laws including the Common Law being applied to Notices to Admit Facts and the failure of the Attorney Generals (Amongst Others) to deny those facts and dispute his conclusions as being admissions of Liability being the equivalent of Judgment Debt ("**the Admitted Liabilities**"), and
2. Presented a copy of the Income Tax Return for the Trust for the period YEJ 2016 and Quarterly Activity Statements for the Trust for the periods ending June 2016, September 2016, December 2016 and March 2017 that had been lodged with the Commissioner of Taxation as a consequence of s8 of *the Registration of Deeds Act 1935* (SA) and the law applying to the calculation of post judgement interest arising from the Notices to Admit Facts, the Admitted Liabilities; AMG advised the Board that the quantum of the value of the liability of the Crown claimed by the Trust and now admitted by the Crown in accordance with the Common Law had initially been secured against assets of the Crown held pursuant to *the Commonwealth of Australia Constitution Act 1900* (UK) ("**The Constitution**") pursuant to s109 of the Constitution, and the Constitutions of the State of South Australia and the State of Victoria, and
3. Reviewed his findings in respect to;
 - a. His submissions to the Royal Commission into Institutional Responses to complaints of Child sex abuse that were focused on Separation of Powers Issues avoided by the Royal Commission as an example of the Conduct AMG described as "the Bethcar Strategy", and
 - b. the failure of the Crown to provide for the Fundamental "Right to Remedy" of the Citizens and Entities of the Commonwealth of Australia which had led to the collapse of the principles of Responsible Government and proper application of the law relating to Separation of Powers and Rule of Law provided for under the Constitution, *the Charter of the Commonwealth of Nations*, *the Charter of the United Nations*, *The Common Law* and all relevant treaties including (but not limited to) *Australian Treaty Series No 23* and *the UNCITRAL Covenant on International Bills of Exchange and Promissory Notes*, and

- c. Abuse of the Public Trust given at Federation by Officers of the Crown, and
 - d. Failure of the Three arms of Government to properly interpret the meaning of acting in the Public Interest
4. Reviewed the law as it applies to Taxation of Liquidated Damages in Australia and the moneys that would otherwise be due to the Commonwealth of Australia under various Taxation Acts were it not for the right of set off
5. Reviewed the need of the Trust to bring proceedings in the United Nations and the Supreme Court of Hong Kong as Courts with Common Law Jurisdiction that were NOT under the control of Officers of the Crown, and
6. Revisited Notices of Actual and Apprehended Bias served on Officers of the Crown and various applications for Public Interest Test Case Funding to bring the aforementioned proceedings, and
7. Expanded his recommendation to establish a Charitable Discretionary Trust to be known as the Australian People Future Fund (“APFF”) with the Citizens of the Commonwealth of Australia as the Primary and General Beneficiaries of that trust in order to provide for;
 - a. The Human Right of Remedy to be funded by the assets of the APFF which responsibility of Proper Government was currently being avoided by the Crown through the application of the Bethcar Strategy and the misapplication of the relevant law as referred to above and *the Bankruptcy Act 1966 (Cth), the Corporations Act 2001 (Cth), the Australian Human Rights Commission At 1986 (Cth)* and the other laws referred to in the Amended Notice of Constitutional Matters dated 15th December 2015 filed and served in VID 129 of 2015; *Andrew Garrett v Commissioner of Taxation*, and
 - b. The establishment g of a Judicial Commission Board to be funded by the assets of the APFF rather than the assets of the Crown in order to develop;
 - i. A Judicial College responsible for the training of all judicial officers of the Crown, and
 - ii. A Judiciary Independent of the Crown in all courts and Tribunals of the Commonwealth of Australia, the States and Territories and Judicial Commission, and
 - iii. A legal process to remove the criteria embodied in Statute that only Legal Practioners may become Judicial Officers which relevant clauses are to be replaced to be only graduates of the aforesaid Judicial College may become Judicial Officers, and
 - iv. The Law Society of the Commonwealth of Australia to replace all State based Law Societies, and
 - v. A process for Independent review of complaints against Judicial Officers and Executive Government Officers, and
 - vi. Procedure independent of Agencies of the Crown to bring proceedings for corruption in its own Court, and
 - vii. Legislation to cause the Judicial Commission Board to be responsible for and prevent any member of Executive Government and/or the Legislature in being involved in the Appointment of;

1. The Governor General of the Commonwealth of Australia, and
 2. The Governors of the States and Territories, and
 3. The Attorney Generals of the Commonwealth of Australia, the States and Territories of Australia, and
 4. The Australian High Commissioner, and
 5. Any officer of a Court or Tribunal established under the Constitutions of the Commonwealth of Australia and/or the States and Territories of Australia exercising Judicial or Quasi-Judicial Discretion
- viii. The funding of the legal process to amend all statutes establishing Agencies of the Crown whether Commonwealth, State or Territory to allow for;
1. the Judicial Commission to undertake review of all applications for Internal Review of the exercise of Executive Power whether Commonwealth, State or Territory Power, and
 2. the APPF to be responsible for the appointment of the officers of the aforesaid Judicial Commission.
8. Discussed the resolution to;
- a. Establish the APFF in the form of the Deed of Settlement tabled in the meeting (*see Annexure 1*) and declare that the Managing Trustee of the Trust is free of conflict of Interest in concurrently being the Managing Trustee of the APFF, and
 - b. Distribute 33% of the value of the secured assets of the Trust to the APFF set out in the Income Tax Return for the Year Ending June 2016 and subsequent Activity Statements lodged by the Trust in the alternative to relying on the right of set off as to damages against the Commissioner of Taxation and the Crown Generally, and
 - c. Declare
 - d. Draw an International Bill of Exchange ("**the APFF IBOE**") in the amount of the Distribution specified above being \$1,556,969,829,685 (*see Annexure 2*)
 - e. Secure the value of the APFF IBOE against the assets of the Crown including the Reserve Bank of Australia, and
 - f. distribute 33% of the rights of the Trust in respect to the Admitted Liabilities arising under the Notices to Admit Facts and secure those rights by registering a security interest of the Personal Property Security Act
 - g. Register the APFF as a charity with;
 - i. the Charities and Not For Profits Commission possibly as an Public benevolent Institution, and
 - ii. The United Nations

The Board of Trustees discussed the details above and resolved as follows;

Resolutions of the Trust

Resolution No 1; It has been unanimously resolved and approved that the Managing Trustee is authorised by the Appointor and the Settlor of the APFF to be the Managing Trustee of the APFF at settlement being today's date 30th April 2017.

Resolution No 2: It has been unanimously resolved and approved, that the amount of \$1,556,969,829,685 as valuable consideration expressed by way of drawing of International Bill of Exchange Serial Number; 61.00064/17 is donated to the APFF with immediate effect.

Resolution No 3; It has been unanimously resolved and approved that a security interest in favour of the APFF is to be registered over the Trust and the Crown on the Personal Property Security Register as Charges in accordance with the provisions of the *Personal Property Security Act 2009* (Cth) in order to secure the rights of;

1. The Trust to payment by the Crown and/or in the alternative Monetization by the Reserve Bank of Australia, and/ or other person, in accordance with law
2. The APFF to payment of the Value of the aforesaid International Bill of Exchange at Maturity by the Drawer and/or the Crown as the liable party

Resolution No 4; It has been unanimously resolved and approved that 33% of the rights of the Trust/Settlor to remedy against the Crown under all relevant laws and treaties are distributed to the APFF forthwith with immediate effect.

Resolution No 5; It has been unanimously resolved and approved that the Settlor/ the Trust declare and affirm that the Settlor/the Trust have no further right or title to the value or rights set out in resolutions 1-4 and that those values/rights now vest solely in the Trustee of the APFF.

FOR AND ON BEHALF OF THE TRUST:

The Trustees of the Andrew Garrett Family Trust No 4, Trading as
OenoViva Capital Resources ABN 42 388 204 496:



Name: Mr. Andrew Morton Garrett
(Managing Trustee)

Australian Passport #N3926144 and United Kingdom Passport #538401308

Signed on this 30th April, 2017

The Trustee of the APFF, the Appointor of the APFF and the Settlor of the APFF resolved as follows;

Resolutions of the APFF

Resolution No 1; It has been unanimously resolved and approved that the Settlor, the Appointor and the Trustee execute the Deed of Settlement of the APFF dated 30th April 2017 set out at annexure 1.

Resolution No 2; It has been unanimously resolved and approved that the Trustee receives the APFF IBOE and 33% of the Rights of the Trust to Remedy to the account of the APFF

Resolution No 3; It has been unanimously resolved and approved that the Trustee takes all steps necessary to cause the monetization of the APFF IBOE for the benefit of the Australian Public and the purposes set out above and enforce the rights of the APFF at law

Resolution No 4; It has been unanimously resolved and approved that the following persons are appointed as the Board of Management of the APFF;

1. The Trustee
2. Robert Nowak
2. Brennan Paul Fitzallen
3. Scott Mitchell
4. Steve Kavanagh

There being no further business, the meeting was declared closed, and in witness thereof, the Trustee signed below on the date first written above

FOR AND ON BEHALF OF THE APFF:

The Trustee of the Australian People Future Fund ABN 26 317 275 322:



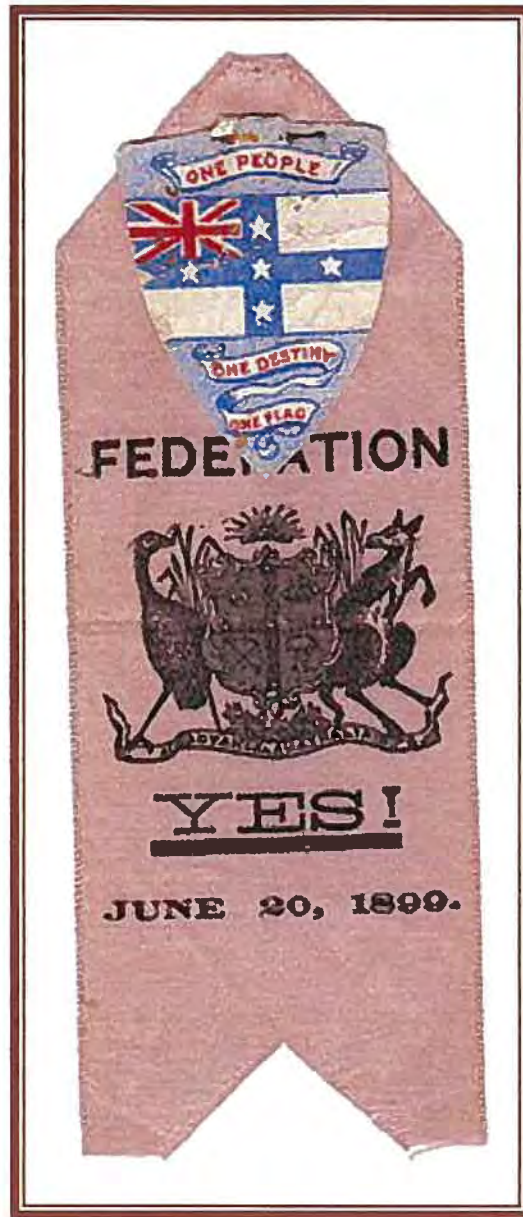
Name: Mr. Andrew Morton Garrett
(Trustee)

Australian Passport #N3926144 and United Kingdom Passport #538401308

Signed on this 30th April, 2017

ANNEXURE 1

COPY OF DEED OF SETTLEMENT OF THE AUSTRALIAN PEOPLE FUTURE FUND



DEED OF SETTLEMENT OF

“THE AUSTRALIAN PEOPLE FUTURE FUND.”

DISCRETIONARY TRUST



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A handwritten signature in black ink, appearing to be "don" or similar.

**THE AUSTRALIAN PEOPLE FUTURE FUND.
DISCRETIONARY TRUST**

DATE

THIS DEED is made the 30th day of April 2017

PARTIES

BETWEEN: Brennan Paul Fitzallen of 87-89 Cove Hill Road, Bridgewater, Tasmania, 7030 (“the Appointor”)

AND: Andrew Morton Garrett of 10/15 Hunter Street, Hobart, Tasmania, 7000 (“The Trustee”)

AND: Andrew Morton Garrett in his capacity as Managing Trustee of the Andrew Garrett Family Trust No 4 ABN 42 388 204 496 trading as OenoViva Capital Resources of 10/15 Hunter Street, Hobart, Tasmania, 7000 (“the Settlor”)

RECITAL

The settlor wishes to provide for the beneficiaries described in this deed by settling property on the company to be held on trust for their benefit in the manner set out in this deed.

DEED

THIS DEED WITNESSES:

1 Declaration of trust

The Settlor covenants he hereby gifts and bequeaths to the Trustee the sum of \$1,556,969,829,685 arising from Admissions of Liability and Facts by the Crown to the Settlor with all rights arising from the matters associated with the Settlor, such that the rights of the Trustee are the same as the rights of the Settlor against the Crown together with the right to post judgement escalation in value at the rate of 1% per month and the Trustee covenants and declares that he will hold that sum and the trust fund described in this deed upon the trusts and with the powers and subject to the conditions set out in this deed. The trust created by this deed is known as;

“THE AUSTRALIAN PEOPLE FUTURE FUND”

2 Definitions

In this deed, unless the subject or context otherwise requires:

- 2.1 “PRIMARY BENEFICIARIES” means the Peoples of Australia living and holding citizenship of the Commonwealth of Australia at any time after the date of this Trust Deed and their issue as are living from time to time.



- 2.2 “GENERAL BENEFICIARIES” means the primary beneficiaries, any parent, brother or sister, niece or nephew of the primary beneficiaries, an eligible company, the trustee or trustees of an eligible trust and an eligible charitable institution.
- 2.3 “ELIGIBLE COMPANY” means a corporation in which at least one share is held by any of the beneficiaries or by the trustee of an eligible trust.
- 2.4 “ELIGIBLE TRUST” means a trust or settlement, the beneficial interests in which must vest before the date of distribution and in which any of the beneficiaries has an interest or a potential entitlement, whether vested, contingent or discretionary and whether liable to be defeated or diminished by the exercise of any power by the trustee thereof.
- 2.5 “ELIGIBLE CHARITABLE INSTITUTION” means any institution devoted wholly to charitable purposes as the trustee in its absolute discretion considers worthy of receiving benefits under this deed from time to time.
- 2.6 “BENEFICIARIES” means the primary and general beneficiaries and includes any person or entity that may at any time come within the definition of a primary or general beneficiary, notwithstanding that the person or entity may not be in existence or may not have been within the definition of a class of beneficiaries at the date of this deed.
- 2.7 “APPOINTOR” means Brennan Paul Fitzallen and or such person as he solely by deed or will appoint and in the absence of any such nomination after his death, his legal personal representative or representative[s].
- 2.8 “CHILD” or “ISSUE” includes any adopted child and step child.
- 2.9 “SPOUSE” means any person to whom a beneficiary is married from time to time and upon his or her death his or her widow or widower.
- 2.10 “THE TRUSTEE” means Andrew Morton Garrett and any additional or substituted trustee.
- 2.11 “THE TRUST FUND” means the sum of \$1,556,969,829,685 and any additional property real or personal (including any accumulated income) to which the trusts created by this deed apply.
- 2.12 “DATE OF DISTRIBUTION” means the date of the 80th anniversary of the execution of this deed or the 21st anniversary of the death of the last survivor of the beneficiaries who are living at the date of this deed, whichever is the later, or such earlier date as the trustee before that date in its absolute discretion determines in writing.
- 2.13 “INCOME PERIOD” means the period from the execution of this deed until 30th June next; and thereafter each period of 12 consecutive calendar months commencing the 1st day of July next until the 30th day of June before the date of distribution, and thereafter the period up to and including the date of distribution.
- 2.14 “AS THE TRUSTEE THINKS FIT” or words importing the same means that the trustee has the widest and most unexaminable discretion including where applicable



the power to prefer one or more beneficiaries to the total exclusion of any other or others of them.

3 Income of trust fund

- 3.1 The trustee will hold the trust fund **UPON TRUST** from time to time during each income period to determine with respect to all or any part of the income of the trust fund as the trustee thinks fit:
- (a) to pay, apply or set aside such income to or for the benefit of any beneficiary; or
 - (b) to accumulate such income as an accretion to the trust fund upon the same trusts and conditions as are applicable to the trust fund but with power nevertheless from time to time to resort to any accumulation as if it were current income of the trust fund.
- 3.2 The trustee will hold so much of the income of each income period as is not before the end of the income period the subject of a determination under Clause 3.1 upon trust for such of the primary beneficiaries who are living at the end of that income period in equal shares.
- 3.3 For the purposes of Clauses 3.1 and 3.2, the trustee has the power at its discretion to:
- (a) pay, apply or accumulate on behalf of any one or more of the beneficiaries so much of a particular class or category of income (including without limitation income from personal exertion, dividends, franking credits, interest, rent, royalties or income from foreign sources) which is separately accounted for in the books of account of the trust or otherwise capable of separate identification and which has been determined after deduction or allowance for those expenses of the trust attributable to the earning or receipt of such class or category of income. For the purposes of this Clause the trustee may keep separate from the other assets of the trust fund any particular class or category of income (and any accumulation of all or part of that income) and may deduct therefrom or allow against such particular class or category of income (and any accumulation thereof) the expenses of the trust attributable to the earning or receipt or accumulation of such class or category of income;
 - (b) treat as income of the trust fund any receipt, profit, gain or amount which is assessable income for the purposes of the *Income Tax Assessment Act 1997*;
 - (c) distinguish between income of any type or character;
 - (d) effect such distributions or deal with income of any type or character in such a manner as to preserve and to pass on the status or character of the income for the purposes of the *Income Tax Assessment Act 1936* and the *Income Tax Assessment Act 1997* among all of the beneficiaries in respect of whom the trustee has made a determination or determinations pursuant to Clauses 3.1 or 3.2 in respect of an accounting period or any one or more of them exclusive of the other or others in the shares and proportions that the trustee has determined.



3.4 The powers and discretions granted to the trustee by this clause will not cease nor be diminished or rendered ineffective in their exercise or effect by virtue of any income of the trust fund which has or is capable of having some special status or character for the purposes of the *Income Tax Assessment Act 1936* or the *Income Tax Assessment Act 1997* having been derived by or coming into the possession of the trustee and having been mixed, mingled or joined with other income of the trust fund.

4 Distribution of the trust fund

Upon the date of distribution the trustee will hold the trust fund upon trust to divide it amongst the beneficiaries or to apply it for the benefit thereof in such manner and in such proportion as the trustee thinks fit. In the absence of any determination by the trustee, the trust fund will be distributed in equal shares between such of the primary beneficiaries who are living at the date of distribution or, if none are living, between such of the general beneficiaries who are natural persons living at the date of distribution.

5 Application of trust fund

For the purposes of Clauses 3 and 4:

- 5.1 Any payment or application to or for the benefit of a beneficiary will without the execution of a receipt by the beneficiary or any person on his or her behalf constitute a full and final discharge to the trustee in relation to that payment or application.
- 5.2 Any payment for the benefit of a charitable purpose may be made by the trustee to a corporation or society which includes such purpose amongst its objects without the trustee being bound to see to the due application thereof, and the receipt of the treasurer or other proper officer of any such corporation or society will be a full and final discharge to the trustee for such payment.
- 5.3 The trustee's determination to pay, apply or set aside to or for the benefit of a beneficiary will be made in accordance with the provisions in Clause 9.
- 5.4 Any income set aside for a beneficiary under Clauses 3.1(a) or 3.2 will not form part of the trust fund but must be held by the trustee as a separate fund on trust for the beneficiary absolutely and irrevocably with power to the trustee:
 - (a) to invest the same on behalf of the beneficiary whether or not he or she is a minor and in the name of the beneficiary or of the trustee or any person in trust for the beneficiary in any manner in which the trustee is by this deed authorised to invest moneys, and the investment of the income by the trustee on behalf of or in trust for the beneficiary will without anything more constitute full and final discharge to the trustee in respect of that income;
 - (b) to transpose any such investment held on behalf of or in trust for a beneficiary from time to time in any manner permitted by this deed for the investment of the trust fund.

6 Prior distribution of corpus

Notwithstanding the trusts hereinbefore contained, the trustee may as it thinks fit from time to time before the date of distribution raise any sum out of the capital of the trust



fund and pay the same or transfer the whole or any portion of the trust fund in its existing form of investment to or for the advancement or benefit of any beneficiary (whether absolutely or by way of resettlement upon such trusts as the trustee thinks fit) during his or her lifetime freed and discharged from the trusts of this deed, and any such payment or transfer without any receipt will constitute a full and final discharge to the trustee in respect thereof.

7 Powers and discretions of trustee

The trustee has the following absolute powers and discretions which may be exercised in any way that the trustee thinks fit:

- 7.1 Notwithstanding that the trust fund consists of trust moneys to invest the same and deal with, manage, transpose and realise such investments entirely as it thinks fit and with such powers in all respects as if the trustee were the sole absolute owner thereof, the trustee will not be accountable in any way whatsoever for any loss arising out of the making or the failure to realise or the management of any investment.
- 7.2 To become or to appoint any of its officers to become a director or servant of any company in which the trustee or any of its officers may hold shares as part of the trust fund and to receive the remuneration attaching to such office without being liable to account for the same, and it is directed that the trustee may become qualified as a director by the holding in its own name of shares constituting part of the trust fund provided that the trustee executes a declaration of trust in relation to such shares and that the trustee accounts to the trust fund for all dividends and bonuses payable in respect thereof.
- 7.3 To exercise all rights and privileges and perform all duties appertaining to any shares or stocks for the time being subject to the trusts created by this deed with liberty to assent to any arrangement modifying such rights, privileges or duties and to agree to any scheme or arrangement for the reconstruction or the increase or reduction of the capital of any company and for any such purpose to deposit, surrender or exchange any of the shares or stock or the title thereto and to pay any calls or contributions or other necessary expenses in connection with any shares or stock or any title thereto.
- 7.4 To exercise or concur in exercising all of the powers and discretions given by this deed or by law, notwithstanding that the trustee or any person who is a shareholder or director of the trustee (if the trustee is a company) has or may have a direct or indirect interest (whether as trustee of any other settlement or in its, his or her personal capacity or as a director or shareholder of any other company or otherwise) in the mode or result of exercising any such power or discretion or may benefit either directly or indirectly as a result of the exercise of such power or discretion, and notwithstanding that any trustee for the time being is a sole trustee.
- 7.5 To borrow or raise or concur in raising from any person, including a trustee or beneficiary hereof, with or without security, any money which the trustee thinks expedient for any purpose in relation to the execution of the trusts or powers conferred on the trustee by this deed.



- 7.6 To lend all or any part of the trust fund on such terms and conditions with or without interest or with or without security as the trustee thinks fit to any person including a beneficiary hereof.
- 7.7 To give any bill, indemnity, guarantee or security (including a commercial bill and mortgage or charge with or without a power of sale over all or any part of the trust fund) for payment of money or for the performance of any contract obligation or undertaking by any person and to renegotiate or renew from time to time any such bill, indemnity, guarantee or security.
- 7.8 To apply the whole or any part of the capital or income of the trust fund in or towards payment of any liability undertaken by the trustee in relation to the acquisition of property intended to form part of the trust fund.
- 7.9 If, at any time, the trust fund comprises real property or any interest in real property at the discretion of the trustee to manage, use and let the same or any part thereof, to permit any beneficiary to have the use thereof with or without payment of rent or outgoings, to erect, pull down, rebuild and repair buildings and erections, to carry out improvements of any nature, to make allowances to and arrangements with tenants, to grant or acquire easements or other rights and generally to deal with such property or interest or to join in dealing with the same as if beneficially entitled thereto without being responsible for loss.
- 7.10 To acquire, carry on or join in carrying on any business, either alone or in partnership with any other person as it thinks proper, with power for that purpose to employ therein such part of the capital of the trust fund as it thinks fit and to leave the entire management of such business to any partner therein or manager thereof and to renew partnerships and generally to act in all matters relating to such business as if it were beneficially entitled thereto and without being responsible for loss.
- 7.11 To employ or engage any person (whether or not such person is a trustee or otherwise interested in the trust fund) in any capacity, to transact all or any business of whatsoever nature required to be done in pursuance of the trusts and powers herein contained, including the receipt or payment of money, and to pay the expenses thereof and such further fee or other remuneration for the services thereof as the trustee thinks fit.
- 7.12 To pay out of the trust fund all expenses incidental to the management of the trust fund and the exercise of any discretion or power.
- 7.13 To make any investment on terms that the investment be paid for by more than one instalment and that outstanding instalments may bear interest.
- 7.14 To take on bailment, lease or exchange or on hire purchase or otherwise purchase or acquire any real and personal property and in particular (without limitation) any chattels, machinery, plant and stock-in-trade.
- 7.15 To take and act upon the opinion of any barrister or solicitor practising in the State of South Australia whether in relation to the interpretation of this deed or any other document or statute or as to the administration of the trusts hereof, without being liable to anyone in respect of any act done by it in accordance with such opinion

PROVIDED that nothing herein obliges the trustee to act in accordance with any such opinion **AND PROVIDED FURTHER** that nothing herein contained prohibits the trustee from applying to the court as it thinks fit.

8 Liability and indemnity of trustee

- 8.1 While acting or purporting to act in the execution of the trust and powers hereof, the trustee will have recourse only to the trust fund in payment of any debts incurred thereby or claims made against the trustee but will not be personally liable for any loss which is not attributable to its own wilful neglect or dishonesty. The beneficiaries are under no obligation to indemnify the trustee against any such debts or claims.

9 Exercise of powers

- 9.1 Any decision or determination by a trustee or any exercise of a power or discretion conferred by this deed is sufficiently made if the trustee is a company by a resolution of the board of directors or other governing body and is sufficiently evidenced (whether or not the trustee is a company) if noted in minutes of proceedings as trustee signed as a true record by the trustee or a director of the trustee. A decision so noted is irrevocable and binding on all beneficiaries unless expressed to be revocable.

10 Variation of deed

The trustee may from time to time as it thinks fit vary or add to this deed by a further deed supplemental hereto but not so that any person other than a beneficiary may acquire a beneficial interest in the trust fund.

11 Appointment of new trustee

- 11.1 The trustee may at any time as it thinks fit resign and by instrument in writing appoint a new trustee or trustees in succession and must transfer the trust fund to such trustee or trustees.
- 11.2 The office of a trustee will be vacated if that trustee becomes incapable of discharging his or her duties because of illness or an unsound mind or becomes bankrupt or, if the trustee is a corporation, an order is made or a resolution is passed which will have the effect of winding up the corporation.
- 11.3 An appointor has the power exercisable jointly with any other appointor from time to time by deed or will to remove a trustee from office and to appoint any person (including a corporation which is not a trustee company within the meaning of the *Trustee Act 1958* as amended or re-enacted from time to time) other than an appointor to act alone or jointly with any other person as a trustee hereof. Any appointor may at any time by deed renounce any power granted thereto by this deed and when made such renunciation will be irrevocable.
- 11.4 The trustee must upon retirement or removal cause the trust fund and the assets thereof to be vested in the new trustee or trustees and must deliver thereto all books, documents and other property relating to the trust fund.



11.5 A retiring trustee will be effectually discharged from the trusts created by this deed notwithstanding that any trustee appointed in substitution is acting alone or is not the Public Trustee of South Australia or a trustee company as defined in the *Trustee Act 1958* as amended or re-enacted from time to time.

11.6 A new trustee may accept the accounts rendered and the property delivered by a continuing or retiring trustee without being bound to enquire further as to the assets and income of the trust fund.

12 Remuneration

Any trustee may claim and be paid out of the trust fund management fees not exceeding in total the sum of [\$1,000 or 1%] of the income of the trust (whichever is the greater amount) in each income period. Any management fees in respect of an income period not claimed during such period will not be recoverable from the trust fund in any other income period. Any trustee other than a settlor hereof who is a solicitor or accountant is entitled to be paid in addition to any management fee all usual professional or business fees for business transacted, time expended and work done by the trustee or any employee or partner of the trustee or by any professional corporation of which the trustee is a director, an employee or a shareholder in connection with the administration of the trusts hereof, notwithstanding that such may include acts which a trustee not being a member of either profession could have done personally.

13 Construction

This deed will be construed and take effect according to the law of the State of South Australia.

14 Interpretation

In this deed where the context permits:

14.1 the singular includes the plural and vice versa;

14.2 any gender includes all other genders;

14.3 the headings in this deed will not be taken into account in the construction thereof;

14.4 any reference to a statute in this deed is a reference to that statute as amended or re-enacted from time to time and any statute enacted in substitution for that statute.

15 Resulting trusts

Any resulting trust to the settlor or to any subsequent donor to the trust fund arising by reason of this deed or any amendment thereto is hereby expressly negated.

16 Revocation

The settlor may at any time hereafter by deed or will revoke the trusts hereby declared in whole or in part in order to declare fresh trusts in favour of any person or persons other than himself with or without a like power of revocation.



SIGNATURES

EXECUTED by the parties.

SIGNED by **ANDREW MORTON GARRETT** as “The Settlor”

in the presence of:

Witness

BRENNAN PAUL FITZALLEN

Name (in block letters)

Signature of Settlor

ANDREW MORTON GARRETT

Name (in block letters)

SIGNED by **ANDREW MORTON GARRETT** as trustee for

“THE AUSTRALIAN PEOPLE FUTURE FUND.”

in the presence of:

Witness

BRENNAN PAUL FITZALLEN

Name (in block letters)

Signature of Trustee

ANDREW MORTON GARRETT

Name (in block letters)



SIGNED by BRENNAN PAUL FITZALLEN as “The Appointor”

in the presence of:

Witness

ANDREW MORTON GARRETT

Name (in block letters)

Signature of Appointor

BRENNAN PAUL FITZALLEN

Name (in block letters)

NOTARIZED by:

NOTARY PUBLIC ATTESTATION

Country of Australia
Subscribed and Affirmed
City of Hobart, Tasmania

Appears, one Mr. Andrew Morton Garrett, holder of an Australian Passport #N3926144 and United Kingdom Passport #538401308, in his capacity as Sole Trustee of The Australian People Future Fund, who is known to me to be the one who has presented the attached Copy of the Deed of Settlement of the Australian People Future Fund ABN: 26317275322 Discretionary Trust dated 30th April 2017 and who solemnly Affirms that the attached Copy of the Deed of Settlement is a true and correct copy of the Deed of Settlement of the Australian People Future Fund ABN: 26317275322 Discretionary Trust dated 30th April 2017 and that Affirmation to be the Truth, the whole Truth and nothing but the Truth under the pains and penalties of Perjury under the laws of the Commonwealth of Australia and the Common Law before Notary Public, this 8th Day of May, 2017

Witness my hand and official seal:

Notary Public / Attorney at Law

My commission expires: *is not time limited*



Dayne Emil Johnson
Notary Public
59 Harrington Street Hobart
Tasmania Australia

ANNEXURE 2

COPY OF INTERNATIONAL BILL OF EXCHANGE SN 61.00064/17 IN FAVOUR OF AUSTRALIAN PEOPLE FUTURE FUND



OENOVIVA

 INTERNATIONAL BILL OF EXCHANGE

(UNCITRAL CONVENTION)

AUD \$1,556,969,829,685.00

SERIAL No. 61:00064/17

FOR EFFECT: 9TH MAY 2022DATE OF ISSUE: 10TH MAY, 2017

PLACE OF ISSUE: 10/15 HUNTER STREET, HOBART, TASMANIA, AUSTRALIA 7000

TO: THE RESERVE BANK OF AUSTRALIA, ABN: 50 008 559 486, 65 MARTIN PLACE SYDNEY, NSW, 2000
(DRAWEE)PLEASE RECEIVE FOR DEPOSIT INTO ACCOUNT OF: ANDREW MORTON GARRETT AS TRUSTEE
FOR THE AUSTRALIAN PEOPLE FUTURE FUND ABN: 26 317 275 322 (PAYEE)

AT SIGHT OF THIS SOLE SECURED INTERNATIONAL BILL OF EXCHANGE

THE SUM OF: ONE TRILLION FIVE HUNDRED FIFTY SIX BILLION NINE HUNDRED SIXTY NINE MILLION
EIGHT HUNDRED TWENTY NINE THOUSAND SIX HUNDRED EIGHTY FIVE DOLLARS EXACTLY

FOR VALUE RECEIVED

Payment to be made in Australian Dollars, without deductions for and free of any taxes, impost, levies or duties present or future of any nature; Drawn in accordance with the Reserve Bank of Australia Act 1959 (AU), the Banking Act 1959 (AU), the Banking Regulations 1966 (AU) the Bills of Exchange Act 1909 (AU), the Payment Systems Regulation Act 1998 (AU), the Payment Systems and Netting Act 1998 (AU) and Part 7.3 of the Corporations Act 2001 (AU), and the UNCITRAL Convention – 1990 UNITED NATIONS. The value of this International Bill of Exchange is secured in accordance with the provisions of the Personal Property Security Act 2009 (Cth) over the assets subject of the Credit Balance Sheet of the Drawer.

CREDIT RATING: MOODY'S: AAA / STANDARD & POORS: AAA

PERSONAL PROPERTY SECURITY REGISTRATION: 201705070000609

SEALED



FOR AND BEHALF OF THE DRAWER:

ACCEPTED BY:

(SIGNATURE)

ANDREW MORTON GARRETT, MANAGING TRUSTEE
OENOVIVA CAPITAL RESOURCES, ABN 42 388 204 496

(SIGNATURE)

OenoViva Capital Resources ABN 42 388 204 496: A Discretionary Trust settled under the Common Law, the Law of the Commonwealth of Australia, the Law of South Australia; trading as OenoViva (Global) as Licensor of Intellectual Property and as a Private Merchant Investment Bank.

❖ Level 3, 2 Drewery Place, Melbourne, Victoria, 3000

Phone; +61 (0) 424 324 135

❖ 10/15 Hunter Street, Hobart, Tasmania, 7000

Fax ; +61 (0) 3 8677 6542

❖ "The Desk" 511 Queen's Road West, Shek Tong Tsui, Hong Kong **Page 1 of 7**andrewgarrett@oenoviva.com



ENDORSEMENTS:



OenoViva Capital Resources ABN 42 388 204 496: A Discretionary Trust settled under the Common Law, the Law of the Commonwealth of Australia, the Law of South Australia ;trading as OenoViva (Global) as Licensor of Intellectual Property and as a Private Merchant Investment Bank.

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❖ 10/15 Hunter Street, Hobart, Tasmania, 7000

❖ "The Desk" 511 Queen's Road West, Shek Tong Tsui, Hong Kong **Page 2 of 7**

Phone; +61 (0) 424 324 135

Fax ; +61 (0) 3 8677 6542

andrew.garrett@oenoviva.com



OENOVIVA

ENDORSEMENTS:



OenoViva Capital Resources ABN 42 388 204 496: A Discretionary Trust settled under the Common Law, the Law of the Commonwealth of Australia, the Law of South Australia ;trading as OenoViva (Global) as Licensor of Intellectual Property and as a Private Merchant Investment Bank.

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Phone; +61 (0) 424 324 135

Fax ; +61 (0) 3 8677 6542

andrew.garrett@oenoviva.com



OENOVIVA

CERTIFICATION OF AUTHENTICITY
COMMERCIAL IN CONFIDENCE

DATE: WEDNESDAY, 10TH DAY OF MAY 2017

TO: THE RESERVE BANK OF AUSTRALIA, ABN: 50 008 559 486 (DRAWEE)

RE: ACCEPTANCE INTERNATIONAL BILL OF EXCHANGE SERIAL NO: 61:00064/17

We, OenoViva Capital Resources ABN: 42 388 204 496, herewith certify with full responsibility that this International Bill of Exchange Serial No: 61:00064/17 is issued pursuant to our Banking Indenture, *the UNCITRAL Convention on Bills of Exchange – 1990, United Nations*, for the purposes of deposit to account of Andrew Morton Garrett in his capacity as Trustee of the Australian People Future Fund ABN: 26 317 275 322 pursuant to a purchased payment facility to be established with the Drawee in accordance with an application made on the 30th March 2017 made by email from the Trustee to the Drawee.

Furthermore, we certify that this International Bill of Exchange Serial No: 61:00064/17 has been issued against the Credit Value of the balance sheet of OenoViva Capital Resources ABN 42 388 204 496 pursuant to *the Reserve Bank of Australia Act 1959 (AU), the Banking Act 1959 (AU), the Banking Regulations 1966 (AU) the Bills of Exchange Act 1909 (AU), the Payment Systems Regulation Act 1998 (AU), the Payment Systems and Netting Act 1998 (AU) and Part 7.3 of the Corporations Act 2001 (AU), and the UNCITRAL Convention – 1990 UNITED NATIONS*. We certify the value of International Bills of Exchange Serial No: 61:00064/17 is secured by Registration on the Personal Property Security Register as Registration ID 201705070000609 (see ANNEXURE) over the assets that are the subject of the Balance Sheet of OenoViva Capital Resources.

THE DRAWER

AUTHORISED SIGNATORY)
ANDREW MORTON GARRETT)
MANAGING TRUSTEE)



WITNESS & ACKNOWLEDGEMENT

AT: Hobart, Tasmania, Australia

On this 10th day of May 2017 before me **DAYNE EMIL JOHNSON OF HOBART TASMANIA** Notary Public, the person named hereto did personally appear: Andrew Morton Garrett, holding Australian Passport No: N3926144 and UK Passport No: 538401308 acting in his aforesaid capacity as the Managing Trustee on behalf of OenoViva Capital Resources ABN: 42388 204 496 and verified by me to be the sovereign citizen and/or person whose name is subscribed to be within the Certification hereto and this Secured International Bills of Exchange Serial No: 61:00064/17 related and attached hereto and who declared to me that he executed the attached instrument in his aforesaid authorized capacity of the entity in which he executed the International Bills of Exchange Serial No: 61.00064/17

WITNESSED BY MY HAND AND OFFICIAL SEAL HERETO:

Dayne Emil Johnson
Notary Public
59 Harrington Street Hobart
Tasmania Australia

MY COMMISSION: TERM OF MY LIFE

SIGNATURE:

THIS DOCUMENT AND THE DOCUMENTS ATTACHED HERETO ARE INTENDED FOR THE USE OF THE ADDRESSEE ONLY. THEY CONTAIN INFORMATION THAT IS PRIVILEGED AND CONFIDENTIAL. IF YOU ARE NOT THE INTENDED RECIPIENT OR AUTHORISED AGENT THEREOF, YOU ARE NOTIFIED THAT ANY DISSEMINATION OF INFORMATION REGARDING THESE DOCUMENTS IS STRICTLY PROHIBITED

OenoViva Capital Resources ABN 42 388 204 496: A Discretionary Trust settled under the Common Law, the Law of the Commonwealth of Australia, the Law of South Australia trading as OenoViva (Global) as Licensor of Intellectual Property and as a Private Merchant Investment Bank.

❖ Level 3, 2 Drewery Place, Melbourne, Victoria, 3000

❖ 10/15 Hunter Street, Hobart, Tasmania, 7000

❖ "The Desk" 511 Queen's Road West, Shek Tong Tsui, Hong Kong **Page 4 of 7**

Phone: +61 (0) 424 324 135

Fax: +61 (0) 3 8677 6542

andrew.garrett@oenoviva.com



Australian Government
Australian Financial Security Authority



ANNEXURE
Page 26 of 28

**Personal Property
Securities Register**

07/05/2017

Verification Statement

Financing Statement

This verification statement is provided under section 156 of the *Personal Property Securities Act 2009*

This PPSR registration was created on 07/05/2017 14:02:58 (Canberra Time)

PPSR Registration Details

PPSR Registration number:	201705070000609	Change number:	43798425
Registration kind:	Security interest		
Giving of notice identifier:	The Crown/The Australian People Future Fund		
Registration start time:	07/05/2017 14:02:58 (Canberra Time)		
Registration end time:	No stated end time		
Registration last changed:	07/05/2017 14:02:58 (Canberra Time)		
Subordinate registration:	Yes	Transitional:	No

This registration is linked to an earlier registration.

Earlier PPSR registration number: 201605190014552

Grantor Details

Organisation identifier:	50 008 559 486	Organisation identifier type:	ABN
Organisation name:	RESERVE BANK OF AUSTRALIA (Verified)		
Organisation identifier:	61 970 632 495	Organisation identifier type:	ABN
Organisation name:	DEPARTMENT OF FINANCE (Verified)		
Organisation identifier:	15 217 882 958	Organisation identifier type:	ABN
Organisation name:	THE LIBERAL PARTY OF AUSTRALIA - FEDERAL SECRETARIAT (Verified)		
Organisation identifier:	49 269 815 144	Organisation identifier type:	ABN
Organisation name:	AUSTRALIAN LABOR PARTY (Verified)		
Organisation identifier:	65 528 840 245	Organisation identifier type:	ABN
Organisation name:	GOVERNOR OF SA (Verified)		
Organisation identifier:	19 108 283 540	Organisation identifier type:	ABN
Organisation name:	OFFICE OF THE GOVERNOR BRISBANE (Verified)		
Organisation identifier:	39 481 796 354	Organisation identifier type:	ABN
Organisation name:	OFFICE OF THE GOVERNOR (VIC) (Verified)		
Organisation identifier:	57 079 680 866	Organisation identifier type:	ABN
Organisation name:	OFFICE OF THE GOVERNOR (Verified)		
Organisation identifier:	67 582 329 284	Organisation identifier type:	ABN
Organisation name:	OFFICE OF THE OFFICIAL SECRETARY TO THE GOVERNOR-GENERAL (Verified)		

Organisation identifier:	17 441 396 042	Organisation identifier type:	ABN
Organisation name:	DEPARTMENT OF TRANSPORT PLANNING AND LOCAL INFRASTRUCTURE (Verified)		
Organisation identifier:	92 366 288 135	Organisation identifier type:	ABN
Organisation name:	Department of Planning Transport and Infrastructure (Verified)		
Organisation identifier:	19 040 349 865	Organisation identifier type:	ABN
Organisation name:	DEPT OF TREASURY & FINANCE SA (Verified)		
Organisation identifier:	44 128 890 975	Organisation identifier type:	ABN
Organisation name:	DEPARTMENT OF TREASURY AND FINANCE (Verified)		
Organisation identifier:	75 277 967 856	Organisation identifier type:	ABN
Organisation name:	SOUTH AUSTRALIAN GOVERNMENT FINANCING AUTHORITY (Verified)		
Organisation identifier:	99 593 347 728	Organisation identifier type:	ABN
Organisation name:	Department of Finance (Verified)		
Organisation identifier:	25 628 526 128	Organisation identifier type:	ABN
Organisation name:	DEPARTMENT OF TREASURY AND FINANCE (Verified)		
Organisation identifier:	84 104 377 806	Organisation identifier type:	ABN
Organisation name:	Department Of Finance Services And Innovation - LPI (Verified)		

Collateral Details

Collateral type:	Commercial property
Collateral class:	All present and after-acquired property - With exceptions
Description:	All Assets and Undertakings of the Crown howsoever arising, whether domiciled in the territory of the Commonwealth of Australia or elsewhere, securing admissions of Liability of the Crown to OenoViva Capital Resources ABN 42 388 204 496 in the amount of \$1,556,969,829,685 gifted by way of secured International Bill of Exchange SN; 61.00064/17 deposited to the Reserve Bank of Australia for the benefit of the Trustee of the Australian People Future Fund ABN 26 317 275 322
Proceeds:	Yes - All present and after acquired property.

Secured Party Details

Organisation identifier:	26317275322	Organisation identifier type:	ABN
Organisation name:	The Trustee for Australian People Future Fund (Verified)		

Address for Service

Contact name:	Andrew Morton Garrett		
Email:	andrew.garrett@oenoviva.com		
Mailing address:	10/15 Hunter Street		
	Hobart		
	Tasmania	7000	
	AUSTRALIA		
Physical address:	No address provided		

You may be obliged by section 157 of the *Personal Property Securities Act 2009* to give a notice of this verification statement to another person. The notice must be in the approved form. Information about your obligations under section 157 of the *Personal Property Securities Act 2009* is available from: www.ppsr.gov.au.

Privacy and Terms and Conditions

The Australian Financial Security Authority is subject to the Privacy Act 1988 which requires that we comply with the Australian Privacy Principles (APPs) set out in the Act. The Act sets out how Australian Government agencies should collect, use, store and disclose personal information and how individuals can access records containing their personal information.

Access to and use of the PPSR is subject to the General Conditions of Use, as well as other relevant terms and conditions. All relevant terms and conditions can be found at www.ppsr.gov.au

End of Verification

EMAIL: enquiries@ppsr.gov.au Website: www.ppsr.gov.au

GPO Box 1944 Adelaide SA 5001

1300 00 77 77





Australian Government
AUSTRAC

CONTACT CENTRE

T: 1300 021 037
F: 03 8636 0508
E: contact@austrac.gov.au
W: www.austrac.gov.au

OFFICIAL: Sensitive

Cross-Border Movement of Monetary Instruments - Receipt

Receipt id: MKNYFR-765608

Date of submission (DD/MM/YYYY): 21/07/2023

Summary of declaration

Full name: Dynamic Capital Bank
Date of sending (DD/MM/YYYY): 20/07/2023

Estimated total amount in AUD: \$4,143,035,631.77

Part A - Movement details

Select the option which describes the movement of the monetary instrument(s): Sending monetary instrument(s) OUT of Australia
Date of sending (DD/MM/YYYY): 20/07/2023
Method of movement of the monetary instrument(s): Air freight

Details of the carrier/service provider who is moving/moved the monetary instrument(s)

Name of the business or organisation: Reserve Bank of Australia (Liquidator and Managing Controller Appointed)
Address: 65 Martin Pl, Sydney NSW 2000, Australia
Phone no: 61 2-9551-9710

Part B - Monetary instrument(s)

Origin of the monetary instrument(s)

Town or city: HOBART
Country: AUSTRALIA

Destination of the monetary instrument(s)

Town or city: Tres Lagoas
Country: BRAZIL

Monetary instrument: Bill of exchange

Currency code	EUR - EURO
Amount	2,500,000,000.00
Amount (AUD) est.	\$4,143,035,631.77
Issuer/drawer	Dynamic Capital Bank
Payee/favouree/beneficiary	Arnaldo Barbosa de Andrade
Name of bearer	Reserve Bank of Australia (Liquidator and Managing Controller Appointed)
City of issue	HOBART
Country of issue	AUSTRALIA

Name of bearer	Arnaldo Barbosa de Andrade
City of issue	Reserve Bank of Australia (Liquidator and Managing Controller Appointed)
Country of issue	HOBART
Reference number (first)	AUSTRALIA
Reference number (last)	AU 0000023194 // CFI : DCZSFB // FISN: OENOVIVA // BEX 20221001 GTDFMBR // AUSTRAC ROUTING: 10078877
	Serial Number; 44.00095/19

Estimated total amount in AUD

\$4,143,035,631.77

Part C - Australian party

Name of the business or organisation	Dynamic Capital Bank
Address	111 Macquarie St, Hobart TAS 7000, Australia
Phone no	61 0450831708
Business or principal activity	Merchant Bank
ABN (Australian Business Number)	97 236 690 409

Part D - Overseas party

Full name	Arnaldo Barbosa de Andrade
Address	R. Antonio de Barros Guerra, 2580 - Nossa Sra. das Gracas, Três Lagoas - MS, 79620-159, Brazil
Phone no	55 44 9956-0428

Part E - On behalf of someone?

Are you sending the monetary instrument(s) on behalf of someone?	Yes
Name of the business or organisation	OenoViva Capital Resources
Address	91 King William St, Adelaide SA 5000, Australia
Phone no	61 450831708
Business or principal activity	Global Licensor, Investment, Trading
ABN (Australian Business Number)	42388204496

Part F - Delivering to someone else?

Are you delivering the monetary instrument(s) to another person, business or organisation?	Yes
Name of the business or organisation	Banco do Brasil S/A IBAN: BR1900000000058070000007870C1; 48840002571358C1 SWIFT BRASBRRJCTA
Street address	Not provided
State	Not provided
Country	Not provided
Postcode	Not provided
Phone no	55 97-992361138
Business or principal activity	Retail and Trading Bank
ABN, ACN or ARBN	Not provided

I have declared this information given in this form is true, accurate and complete. I understand criminal or civil penalties may apply for giving false or misleading information, or for failing to supply information.



OFFICIAL: Sensitive

Cross-Border Movement of Monetary Instruments - Receipt

Receipt id: PKNYFR-047502

Date of submission (DD/MM/YYYY): 21/07/2023

Summary of declaration

Full name	Dynamic Capital Bank
Date of sending (DD/MM/YYYY)	20/07/2023
Estimated total amount in AUD	\$29,001,249,422.38

Part A - Movement details

Select the option which describes the movement of the monetary instrument(s)	Sending monetary instrument(s) OUT of Australia
Date of sending (DD/MM/YYYY)	20/07/2023
Method of movement of the monetary instrument(s)	Mail/post
Details of the carrier/service provider who is moving/moved the monetary instrument(s)	
Name of the business or organisation	Reserve Bank of Australia (Liquidator and Managing Controller Appointed)
Address	65 Martin Pl, Sydney NSW 2000, Australia
Phone no	61 2-9551-9710

Part B - Monetary instrument(s)

Origin of the monetary instrument(s)

Town or city	HOBART
Country	AUSTRALIA

Destination of the monetary instrument(s)

Town or city	Campo Grand
Country	BRAZIL

Monetary instrument: Bill of exchange

Currency code	EUR - EURO
Amount	17,500,000,000.00
Amount (AUD) est.	\$29,001,249,422.38
Issuer/drawer	Dynamic Capital Bank
Payee/favouree/beneficiary	ABA HOLDING TRADING BRASILEIRA DE AGRONEGÓCIOS EIRELLI
Name of bearer	Reserve Bank of Australia (Liquidator and Managing Controller Appointed)
City of issue	HOBART

Name of bearer	AGRONEGÓCIOS EIRELLI
City of issue	Reserve Bank of Australia (Liquidator and Managing Controller Appointed)
Country of issue	HOBART
Reference number (first)	AUSTRALIA
Reference number (last)	ISIN : AU 0000023194 // CFI : DCZSFB // FISN: OENOVIVA // BEX 20221001 GTDFMBR // AUSTRAC ROUTING: 1
	Serial No; 44.00095/19

Estimated total amount in AUD

\$29,001,249,422.38

Part C - Australian party

Name of the business or organisation	Dynamic Capital Bank
Address	level 6/111 Macquarie St, Hobart TAS 7000, Australia
Phone no	61 450831708
Business or principal activity	Merchant bank operation
ABN (Australian Business Number)	97 236 690 409

Part D - Overseas party

Name of the business or organisation	ABA HOLDING TRADING BRASILEIRA DE AGRONEGÓCIOS EIRELLI
Address	R. Augusto Severo, 114 - Vila Planalto, Campo Grande - MS, 79009-480, Brazil
Phone no	55 67 993243052
ABN, ACN or ARBN	Not provided

Part E - On behalf of someone?

Are you sending the monetary instrument(s) on behalf of someone?	Yes
Name of the business or organisation	OenoViva Capital Resources
Address	91 King William St, Adelaide SA 5000, Australia
Phone no	61 +61450831708
Business or principal activity	Global Licensor, Investor, Trading
ABN (Australian Business Number)	42388204496

Part F - Delivering to someone else?

Are you delivering the monetary instrument(s) to another person, business or organisation?	Yes
Name of the business or organisation	BANCO DO BRASIL S/A; SWIFT: BRASBRRJCTA; IBAN number: BR1900000000058070000007870C148840002571358C1
Street address	Agency number: 5807-6 Account number: 787-0
State	Mato Grosso do Sul
Country	BRAZIL
Postcode	Not provided
Phone no	55 (67) 992361138
Business or principal activity	Retail and Trading Bank
ABN, ACN or ARBN	Not provided

I have declared this information given in this form is true, accurate and complete. I understand criminal or civil penalties may apply for giving false or misleading information, or for failing to

OFFICIAL: Sensitive



OFFICIAL: Sensitive

Cross-Border Movement of Monetary Instruments - Receipt

Receipt id: QWBYFR-718949

Date of submission (DD/MM/YYYY): 25/07/2023

Summary of declaration

Full name Dynamic Capital Bank
Date of sending (DD/MM/YYYY) 25/07/2023

Estimated total amount in AUD \$823,096,342,548.49

Part A - Movement details

Select the option which describes the movement of the monetary instrument(s) Sending monetary instrument(s) OUT of Australia
Date of sending (DD/MM/YYYY) 25/07/2023
Method of movement of the monetary instrument(s) Mail/post

Details of the carrier/service provider who is moving/moved the monetary instrument(s)

Name of the business or organisation Reserve Bank of Australia (Liquidator and Managing Controller Appointed)
Address 65 Martin Pl, Sydney NSW 2000, Australia
Phone no 61 2-9551-9710

Part B - Monetary instrument(s)

Origin of the monetary instrument(s)

Town or city HOBART
Country AUSTRALIA

Destination of the monetary instrument(s)

Town or city Campo Grand
Country BRAZIL

Monetary instrument: Other - UNCITRAL Certified International Bill of Exchange

Currency code	EUR - EURO
Amount	500,000,000,000.00
Amount (AUD) est.	\$823,096,342,548.49
Issuer/drawer	Dynamic Capital Bank
Payee/favouree/beneficiary	ABA HOLDING TRADING BRASILEIRA DE AGRONEGÓCIOS
Name of bearer	Reserve Bank of Australia (Liquidator and Managing Controller Appointed)
City of issue	HOBART

Name of bearer	AGRONEGÓCIOS
City of issue	Reserve Bank of Australia (Liquidator and Managing Controller Appointed)
Country of issue	HOBART
Reference number (first)	AUSTRALIA
Reference number (last)	ISIN : AU 0000023194 // CFI : DCZSFB // FISN: OENOVIVA // BEX 20221001 GTDFMBR // AUSTRAC ROUTING: 1
	Serial Number: 352.00235/21

Estimated total amount in AUD

\$823,096,342,548.49

Part C - Australian party

Name of the business or organisation	Dynamic Capital Bank
Address	111 Macquarie St, Hobart TAS 7000, Australia
Phone no	61 450831708
Business or principal activity	Merchant Banking Operation
ABN (Australian Business Number)	97 236 690 409

Part D - Overseas party

Name of the business or organisation	ABA HOLDING TRADING BRASILEIRA DE AGRONEGÓCIOS EIRELLI
Address	R. Augusto Severo, 114 - Vila Planalto, Campo Grande - MS, 79009-480, Brazil
Phone no	55 (67) 993243052
ABN, ACN or ARBN	Not provided

Part E - On behalf of someone?

Are you sending the monetary instrument(s) on behalf of someone?	Yes
Name of the business or organisation	OenoViva Capital Resources
Address	91 King William St, Adelaide SA 5000, Australia
Phone no	61 450831708
Business or principal activity	Global Licensor, Investor, Trading
ABN (Australian Business Number)	42388204496

Part F - Delivering to someone else?

Are you delivering the monetary instrument(s) to another person, business or organisation?	Yes
Name of the business or organisation	BANCO DO BRASIL S/A; SWIFT BRASBRRJCTA:IBAN number: BR1900000000058070000007870C1 48840002571358C1
Street address	C/- Officer Tiago; empresas5807023@bb.com.br
State	Rio Grande do Sul
Country	BRAZIL
Postcode	Not provided
Phone no	55 (67) 992361138
Business or principal activity	Retail and Trading Bank
ABN, ACN or ARBN	Not provided

I have declared this information given in this form is true, accurate and complete. I understand criminal or civil penalties may apply for giving false or misleading information, or for failing to



OFFICIAL: Sensitive

Cross-Border Movement of Monetary Instruments - Receipt

Receipt id: VZBYFR-436499

Date of submission (DD/MM/YYYY): 23/07/2023

Summary of declaration

Full name	Dynamic Capital Bank
Date of sending (DD/MM/YYYY)	22/07/2023
Estimated total amount in AUD	\$165,253,803,931.04

Part A - Movement details

Select the option which describes the movement of the monetary instrument(s)	Sending monetary instrument(s) OUT of Australia
Date of sending (DD/MM/YYYY)	22/07/2023
Method of movement of the monetary instrument(s)	Mail/post
Details of the carrier/service provider who is moving/moved the monetary instrument(s)	
Name of the business or organisation	Reserve Bank of Australia (Liquidator and Managing Controller Appointed)
Address	65 Martin Pl, Sydney NSW 2000, Australia
Phone no	61 2-9551-9710

Part B - Monetary instrument(s)

Origin of the monetary instrument(s)	
Town or city	HOBART
Country	AUSTRALIA
Destination of the monetary instrument(s)	
Town or city	TRES LAGOAS
Country	BRAZIL

Monetary instrument: Bill of exchange

Currency code	EUR - EURO
Amount	50,000,000,000.00
Amount (AUD) est.	\$82,626,901,965.52
Issuer/drawer	OenoViva Capital Resources
Payee/favouree/beneficiary	ABA HOLDING TRADING BRASILEIRA DE AGRONEGÓCIOS
Name of bearer	Reserve Bank of Australia (Liquidator and Managing Controller Appointed)
City of issue	HOBART
Country of issue	AUSTRALIA

Name of bearer	Reserve Bank of Australia (Liquidator and Managing Controller Appointed)
City of issue	HOBART
Country of issue	AUSTRALIA
Reference number (first)	ISIN : AU 0000023194 // CFI : DCZSFB // FISN: OENOVIVA // BEX 20221001 GTDFMBR // AUSTRAC ROUTING: 1
Reference number (last)	Serial Number; 44.00122/19

Currency code	EUR - EURO
Amount	50,000,000,000.00
Amount (AUD) est.	\$82,626,901,965.52
Issuer/drawer	OenoViva Capital Resources
Payee/favouree/beneficiary	ABA HOLDING TRADING BRASILEIRA DE AGRONEGÓCIOS
Name of bearer	Reserve Bank of Australia (Liquidator and Managing Controller Appointed)
City of issue	HOBART
Country of issue	AUSTRALIA
Reference number (first)	ISIN : AU 0000023194 // CFI : DCZSFB // FISN: OENOVIVA // BEX 20221001 GTDFMBR // AUSTRAC ROUTING: 1
Reference number (last)	Serial Number: 44.00123/19

Estimated total amount in AUD

\$165,253,803,931.04

Part C - Australian party

Name of the business or organisation	Dynamic Capital Bank
Address	111 Macquarie St, Hobart TAS 7000, Australia
Phone no	61 450831708
Business or principal activity	Merchant bank operation
ABN (Australian Business Number)	97 236 690 409

Part D - Overseas party

Name of the business or organisation	ABA HOLDING TRADING BRASILEIRA DE AGRONEGÓCIOS
Address	R. Augusto Severo, 114 - Vila Planalto, Campo Grande - MS, 79009-480, Brazil
Phone no	55 (67) 993243052
ABN, ACN or ARBN	Not provided

Part E - On behalf of someone?

Are you sending the monetary instrument(s) on behalf of someone?	Yes
Name of the business or organisation	OenoViva Capital Resources
Address	91 King William St, Adelaide SA 5000, Australia
Phone no	61 +61450831708
Business or principal activity	Global Licensee, Investor, Trader
ABN (Australian Business Number)	42388204496

Part F - Delivering to someone else?

Are you delivering the monetary instrument(s) to another person, business or organisation?	Yes
Name of the business or organisation	BANCO DO BRASIL S/A - BIC: BRDE33

Name of the business or organisation	BANCO DO BRASIL S/A;Swift Code: BRASBRRJCTA;IBAN number: BR1900000000058070000007870C1 48840002571358C1
Street address	Contact Bank Officer Tiago Mail : empresas5807023@bb.com.br
State	Mato Grosso do Sul
Country	BRAZIL
Postcode	Not provided
Phone no	55 (67) 992361138
Business or principal activity	Not provided
ABN, ACN or ARBN	Not provided

I have declared this information given in this form is true, accurate and complete. I understand criminal or civil penalties may apply for giving false or misleading information, or for failing to supply information.

Version - 202210: 1

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Charter of the United Nations Act 1945

No. 32, 1945

Compilation No. 14

Compilation date:	1 July 2016
Includes amendments up to:	Act No. 126, 2015
Registered:	6 July 2016

This compilation includes commenced amendments made by Act No. 59, 2015

Prepared by the Office of Parliamentary Counsel, Canberra

About this compilation

This compilation

This is a compilation of the *Charter of the United Nations Act 1945* that shows the text of the law as amended and in force on 1 July 2016 (the **compilation date**).

The notes at the end of this compilation (the **endnotes**) include information about amending laws and the amendment history of provisions of the compiled law.

Uncommenced amendments

The effect of uncommenced amendments is not shown in the text of the compiled law. Any uncommenced amendments affecting the law are accessible on the Legislation Register (www.legislation.gov.au). The details of amendments made up to, but not commenced at, the compilation date are underlined in the endnotes. For more information on any uncommenced amendments, see the series page on the Legislation Register for the compiled law.

Application, saving and transitional provisions for provisions and amendments

If the operation of a provision or amendment of the compiled law is affected by an application, saving or transitional provision that is not included in this compilation, details are included in the endnotes.

Editorial changes

For more information about any editorial changes made in this compilation, see the endnotes.

Modifications

If the compiled law is modified by another law, the compiled law operates as modified but the modification does not amend the text of the law. Accordingly, this compilation does not show the text of the compiled law as modified. For more information on any modifications, see the series page on the Legislation Register for the compiled law.

Self-repealing provisions

If a provision of the compiled law has been repealed in accordance with a provision of the law, details are included in the endnotes.

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An Act to approve the Charter of the United Nations, and to enable Australia to apply sanctions giving effect to certain decisions of the Security Council

Part 1—Preliminary

1 Short title

This Act may be cited as the *Charter of the United Nations Act 1945*.

2 Definitions

In this Act:

asset means:

- (a) an asset of any kind or property of any kind, whether tangible or intangible, movable or immovable, however acquired; and
- (b) a legal document or instrument in any form, including electronic or digital, evidencing title to, or interest in, such an asset or such property, including, but not limited to, bank credits, travellers cheques, bank cheques, money orders, shares, securities, bonds, debt instruments, drafts and letters of credit.

CEO, in relation to a Commonwealth entity, means the chief executive officer (however described) of that entity.

Charter of the United Nations means the Charter of the United Nations, done at San Francisco on 26 June 1945 [1945] ATS 1.

Note: The text of the Charter of the United Nations is set out in Australian Treaty Series 1945 No. 1. In 2007, the text of a Convention in the Australian Treaty Series was accessible through the Australian Treaties Library on the AustLII website (www.austlii.edu.au).

Section 2A

Commonwealth entity has the same meaning as in the *Public Governance, Performance and Accountability Act 2013*.

designated Commonwealth entity means a Commonwealth entity that is specified in an instrument under section 2A.

foreign government entity means:

- (a) the government of a foreign country or of part of a foreign country; or
- (b) an authority of the government of a foreign country; or
- (c) an authority of the government of part of a foreign country.

officer of a Commonwealth entity includes:

- (a) the CEO of the Commonwealth entity; and
- (b) an employee of the Commonwealth entity; and
- (c) any other person engaged by the Commonwealth entity, under contract or otherwise, to exercise powers, or perform duties or functions, of the Commonwealth entity.

public international organisation has the meaning given by section 70.1 of the *Criminal Code*.

State or Territory entity means:

- (a) a State or Territory; or
- (b) an authority of a State or Territory.

UN sanction enforcement law means a provision that is specified in an instrument under subsection 2B(1).

2A Meaning of *designated Commonwealth entity*

The Minister may, by legislative instrument, specify a Commonwealth entity as a **designated Commonwealth entity**.

2B Meaning of *UN sanction enforcement law*

- (1) The Minister may, by legislative instrument, specify a provision of a law of the Commonwealth as a **UN sanction enforcement law**.

Section 3

- (2) The Minister may specify a provision in relation to particular circumstances.
- (3) The Minister may only specify a provision to the extent that it gives effect to a decision that:
 - (a) the Security Council has made under Chapter VII of the Charter of the United Nations; and
 - (b) Article 25 of the Charter requires Australia to carry out; in so far as that decision requires Australia to apply measures not involving the use of armed force.

Note: Articles 39 and 41 of the Charter provide for the Security Council to decide what measures not involving the use of armed force are to be taken to maintain or restore international peace and security.

- (4) A provision may be specified whether or not the provision is made for the sole purpose of giving effect to a decision of the Security Council.
- (5) A provision ceases to be a *UN sanction enforcement law* to a particular extent if:
 - (a) Article 25 of the Charter of the United Nations ceases to require Australia to carry out a decision referred to in subsection (3); and
 - (b) the provision gave effect to that decision to that extent; and
 - (c) the provision does not give effect to any other decision referred to in subsection (3) to that extent.

3 Extension to external Territories

This Act extends to every external Territory.

4 Act binds the Crown

- (1) This Act binds the Crown in right of the Commonwealth, of each of the States, of the Australian Capital Territory and of the Northern Territory.

Section 4

- (2) Nothing in this Act renders the Crown in any right liable to be prosecuted for an offence.

Part 2—Approval of Charter

5 Approval

The Charter of the United Nations (a copy of which is set out in the Schedule) is approved.

Part 3—Regulations to Apply Security Council Sanctions

Division 1—Making and effect of regulations

6 Regulations may apply sanctions

- (1) The Governor-General may make regulations for and in relation to giving effect to decisions that:
 - (a) the Security Council makes under Chapter VII of the Charter of the United Nations; and
 - (b) Article 25 of the Charter requires Australia to carry out; in so far as those decisions require Australia to apply measures not involving the use of armed force.

Note: Articles 39 and 41 of the Charter provide for the Security Council to decide what measures not involving the use of armed force are to be taken to maintain or restore international peace and security.

- (2) Without limiting subsection (1), the regulations may give effect to a decision of the Security Council by any or all of the following means:
 - (a) proscribing persons or entities;
 - (b) restricting or preventing uses of, dealings with, and making available, assets;
 - (c) restricting or preventing the supply, sale or transfer of goods or services;
 - (d) restricting or preventing the procurement of goods or services;
 - (e) providing for indemnities for acting in compliance or purported compliance with those regulations;
 - (f) providing for compensation for owners of assets;
 - (g) authorising the making of legislative instruments.
- (3) Despite subsection 14(2) of the *Legislation Act 2003*, regulations made for the purposes of subsection (1) may make provision in

relation to a matter by applying, adopting or incorporating any matter contained in an instrument or other writing as in force or existing from time to time.

7 Regulations may have extra-territorial effect

- (1) The regulations may be expressed to have extra-territorial effect.
- (2) If they are so expressed, they have effect accordingly, and so does Division 2 of this Part.

8 Regulations expire when sanctions resolution ceases to bind Australia

- (1) In so far as the regulations provide for or in relation to giving effect to a particular decision of the Security Council:
 - (a) they cease to have effect when Article 25 of the Charter of the United Nations ceases to require Australia to carry out that decision; and
 - (b) they do not revive, even if Australia again becomes required to carry out the decision.
- (2) However, to avoid doubt, nothing in this section prevents the repeal of regulations, or the making of regulations that are the same in substance as regulations that have ceased to have effect because of this section.

9 Effect of regulations on earlier Commonwealth Acts and on State and Territory laws

The regulations have effect despite:

- (a) an Act enacted before the commencement of this section; or
- (b) an instrument made under such an Act (including such an instrument made at or after that commencement); or
- (c) a law of a State or Territory; or
- (d) an instrument made under such a law; or

Section 10

- (e) any provision of the *Corporations Act 2001* or the *Australian Securities and Investments Commission Act 2001*, or of regulations made under those Acts; or
- (f) an instrument made under such a provision.

10 Later Acts not to be interpreted as overriding this Part or the regulations

- (1) An Act enacted at or after the commencement of this section is not to be interpreted as:
 - (a) amending or repealing, or otherwise altering the effect or operation of, a provision of this Part or of the regulations; or
 - (b) authorising the making of an instrument amending or repealing, or otherwise altering the effect or operation of, a provision of this Part or of the regulations.
- (2) Subsection (1) does not affect the interpretation of an Act so far as that Act provides expressly for that Act, or for an instrument made under that Act, to have effect despite this Act, despite the regulations, or despite a specified provision of this Act or of the regulations.

11 Other instruments giving effect to Security Council decisions

To avoid doubt, the validity or operation of an instrument made under another Act is not affected merely because the instrument was made in connection with giving effect to a decision of the Security Council.

Division 2—Enforcing the regulations

12 Offences

- (1) The regulations may prescribe penalties of not more than 50 penalty units for offences against the regulations.
- (2) The limitation on penalties in subsection (1) does not prevent the regulations from requiring someone to make a statutory declaration.

13 Injunctions

- (1) If a person has engaged, is engaging, or proposes to engage, in conduct involving a contravention of the regulations, a superior court may by order grant an injunction restraining the person from engaging in conduct specified in the order.
- (2) An injunction may only be granted on application by the Attorney-General.
- (3) On an application, the court may, if it thinks it appropriate, grant an injunction by consent of all parties to the proceedings, whether or not the court is satisfied that subsection (1) applies.
- (4) A superior court may, if it thinks it desirable, grant an interim injunction pending its determination of an application.
- (5) A court is not to require the Attorney-General or anyone else, as a condition of granting an interim injunction, to give an undertaking as to damages.
- (6) A court may discharge or vary an injunction it has granted.
- (7) The power to grant or vary an injunction restraining a person from engaging in conduct may be exercised:
 - (a) whether or not it appears to the court that the person intends to engage again, or to continue to engage, in such conduct; and

Section 13A

(b) whether or not the person has previously engaged in such conduct.

(8) In this section:

superior court means the Federal Court of Australia or the Supreme Court of a State or Territory.

13A Invalidation of permission, authorisations etc.

A licence, permission, consent, approval or authorisation granted under the regulations (a *relevant authorisation*) is taken never to have been granted if information contained in, or information or a document accompanying, the application for the relevant authorisation:

- (a) is false or misleading in a material particular; or
- (b) omits any matter or thing without which the information or document is misleading in a material particular.

Part 4—Security Council decisions that relate to terrorism and dealings with assets

14 Definitions

In this Part:

freezable asset means an asset that:

- (a) is owned or controlled by a proscribed person or entity; or
- (b) is a listed asset; or
- (c) is derived or generated from assets mentioned in paragraph (a) or (b).

listed asset means an asset listed by the Minister under section 15.

proscribed person or entity means:

- (a) a person or entity listed by the Minister under section 15; or
- (b) a person or entity proscribed by regulation under section 18.

superior court means the Federal Court of Australia or the Supreme Court of a State or Territory.

15 Listing persons, entities and assets

- (1) The Minister must list a person or entity under this section if the Minister is satisfied on reasonable grounds of the prescribed matters.
- (2) The Governor-General may make regulations prescribing the matters of which the Minister must be satisfied before listing a person or entity under subsection (1).
- (3) The Minister may list an asset, or class of asset, under this section if the Minister is satisfied on reasonable grounds of the prescribed matters.

Section 15A

- (4) The Governor-General may make regulations prescribing the matters of which the Minister must be satisfied before listing an asset under subsection (3).
- (5) A matter must not be prescribed under subsection (2) or (4) unless the prescription of the matter would give effect to a decision that:
 - (a) the Security Council has made under Chapter VII of the Charter of the United Nations; and
 - (b) Article 25 of the Charter requires Australia to carry out; and
 - (c) relates to terrorism and dealings with assets.
- (6) A person or entity is listed by notice in the *Gazette*.
- (7) An asset or class of asset is listed by notice in the *Gazette*.

15A Duration of listing

- (1) A listing under section 15 ceases to have effect on:
 - (a) if no declaration under subsection (2) has been made in relation to the listing—the third anniversary of the day on which the listing took effect; or
 - (b) otherwise—the third anniversary of the making of the most recent declaration under subsection (2) in relation to the listing.
- (2) The Minister may declare, in writing, that a specified listing under section 15 continues to have effect.
- (3) The Minister must not:
 - (a) make a declaration under subsection (2) specifying the listing of a person or entity unless the Minister is satisfied on reasonable grounds of the matters prescribed for the purposes of subsection 15(2); or
 - (b) make a declaration under subsection (2) specifying the listing of an asset, or class of asset, unless the Minister is satisfied on reasonable grounds of the matters prescribed for the purposes of subsection 15(4).

- (4) The regulations may prescribe a form for a declaration under subsection (2).
- (5) A declaration made under subsection (2) is not a legislative instrument.
- (6) To avoid doubt, subsection (1) does not prevent:
 - (a) the revocation, under section 16, of a listing; or
 - (b) the revocation of a listing by operation of section 19; or
 - (c) the making of a new listing that is the same in substance as another listing (whether the new listing is made or takes effect before or after the other listing ceases to have effect because of subsection (1)).

16 Minister may revoke the listing

- (1) The Minister may revoke a listing under section 15 if the Minister is satisfied that the listing is no longer necessary to give effect to a decision that:
 - (a) the Security Council has made under Chapter VII of the Charter of the United Nations; and
 - (b) Article 25 of the Charter requires Australia to carry out; and
 - (c) relates to terrorism and dealings with assets.
- (2) The Minister may revoke the listing either at the Minister's own instigation or on application by the listed person or entity.
- (3) The listing is revoked by notice in the *Gazette*.
- (4) The listing is revoked at the start of the day immediately after the day on which notice is published in the *Gazette*.

17 Listed person or entity may apply to have the listing revoked

- (1) A listed person or entity may apply to the Minister to have the listing revoked.
- (2) The application must:
 - (a) be in writing; and

Section 18

- (b) set out the circumstances relied upon to justify the application.
- (3) The Minister is not required to consider an application (the ***current application***) by a listed person or entity under this section if the listed person or entity has made an application under this section within one year before the current application.

18 Proscription by regulation

- (1) The Governor-General may make regulations proscribing persons or entities under this section.
- (2) A person or entity must not be proscribed under subsection (1) unless the proscription would give effect to a decision:
 - (a) that the Security Council has made under Chapter VII of the Charter of the United Nations; and
 - (b) that Article 25 of the Charter requires Australia to carry out; and
 - (c) that relates to terrorism and dealings with assets; and
 - (d) under which the person or entity is identified (whether in the decision or using a mechanism established under the decision) as a person or entity to which the decision relates.
- (3) The regulations may proscribe persons or entities under this section by incorporating a list of persons or entities identified, either in the decision itself or using a mechanism established under the decision, as persons or entities to which the decision relates. The list may be incorporated by the regulations as it exists from time to time.

19 Effect of resolution ceasing to bind Australia

- (1) In so far as a listing under section 15 gives effect to a particular decision of the Security Council, the listing is revoked when Article 25 of the Charter of the United Nations ceases to require Australia to carry out that decision.

- (2) In so far as regulations proscribing a person or entity under section 18 give effect to a particular decision of the Security Council:
 - (a) the regulations cease to have effect when Article 25 of the Charter of the United Nations ceases to require Australia to carry out that decision; and
 - (b) they do not revive, even if Australia again becomes required to carry out the decision.
- (3) However, to avoid doubt, nothing in this section prevents:
 - (aa) a listing ceasing to have effect under section 15A; or
 - (a) the revocation, under section 16, of a listing; or
 - (b) the repeal of regulations; or
 - (c) the making of regulations that are the same in substance as regulations that have ceased to have effect because of this section.

20 Offence—dealing with freezable assets

Offence for individuals

- (1) An individual commits an offence if:
 - (a) the individual holds an asset; and
 - (b) the individual:
 - (i) uses or deals with the asset; or
 - (ii) allows the asset to be used or dealt with; or
 - (iii) facilitates the use of the asset or dealing with the asset; and
 - (c) the asset is a freezable asset; and
 - (d) the use or dealing is not in accordance with a notice under section 22.
- (2) Strict liability applies to the circumstance that the use or dealing with the asset is not in accordance with a notice under section 22.

Note: For **strict liability**, see section 6.1 of the *Criminal Code*.

Section 20

- (3) It is a defence if the individual proves that the use or dealing was solely for the purpose of preserving the value of the asset.

Note: The individual bears a legal burden in relation to a matter in subsection (3) (see section 13.4 of the *Criminal Code*).

Penalty for individuals

- (3A) An offence under subsection (1) is punishable on conviction by imprisonment for not more than 10 years or a fine not exceeding the amount worked out under subsection (3B), or both.
- (3B) For the purposes of subsection (3A), the amount is:
- (a) if the contravention involves a transaction or transactions the value of which the court can determine—whichever is the greater of the following:
 - (i) 3 times the value of the transaction or transactions;
 - (ii) 2,500 penalty units; or
 - (b) otherwise—2,500 penalty units.

Offence for bodies corporate

- (3C) A body corporate commits an offence if:
- (a) the body corporate holds an asset; and
 - (b) the body corporate:
 - (i) uses or deals with the asset; or
 - (ii) allows the asset to be used or dealt with; or
 - (iii) facilitates the use of the asset or dealing with the asset; and
 - (c) the asset is a freezable asset; and
 - (d) the use or dealing is not in accordance with a notice under section 22.
- (3D) An offence under subsection (3C) is an offence of strict liability.
- Note: For *strict liability*, see section 6.1 of the *Criminal Code*.
- (3E) It is a defence if the body corporate proves that:

Section 21

- (a) the use or dealing was solely for the purpose of preserving the value of the asset; or
- (b) the body corporate took reasonable precautions, and exercised due diligence, to avoid contravening subsection (3C).

Note: The body corporate bears a legal burden in relation to a matter in subsection (3E) (see section 13.4 of the *Criminal Code*).

Penalty for bodies corporate

- (3F) An offence under subsection (3C) is punishable on conviction by a fine not exceeding:
 - (a) if the contravention involves a transaction or transactions the value of which the court can determine—whichever is the greater of the following:
 - (i) 3 times the value of the transaction or transactions;
 - (ii) 10,000 penalty units; or
 - (b) otherwise—10,000 penalty units.
- (4) Section 15.1 of the *Criminal Code* (extended geographical jurisdiction—category A) applies to an offence against subsection (1) or (3C).

21 Offence—giving an asset to a proscribed person or entity

Offence for individuals

- (1) An individual commits an offence if:
 - (a) the individual, directly or indirectly, makes an asset available to a person or entity; and
 - (b) the person or entity to whom the asset is made available is a proscribed person or entity; and
 - (c) the making available of the asset is not in accordance with a notice under section 22.
- (2) Strict liability applies to the circumstance that the making available of the asset is not in accordance with a notice under section 22.

Section 21

Note: For *strict liability*, see section 6.1 of the *Criminal Code*.

Penalty for individuals

- (2A) An offence under subsection (1) is punishable on conviction by imprisonment for not more than 10 years or a fine not exceeding the amount worked out under subsection (2B), or both.
- (2B) For the purposes of subsection (2A), the amount is:
- (a) if the contravention involves a transaction or transactions the value of which the court can determine—whichever is the greater of the following:
 - (i) 3 times the value of the transaction or transactions;
 - (ii) 2,500 penalty units; or
 - (b) otherwise—2,500 penalty units.

Offence for bodies corporate

- (2C) A body corporate commits an offence if:
- (a) the body corporate, directly or indirectly, makes an asset available to a person or entity; and
 - (b) the person or entity to whom the asset is made available is a proscribed person or entity; and
 - (c) the making available of the asset is not in accordance with a notice under section 22.
- (2D) An offence under subsection (2C) is an offence of strict liability.

Note: For *strict liability*, see section 6.1 of the *Criminal Code*.

- (2E) It is a defence if the body corporate proves that it took reasonable precautions, and exercised due diligence, to avoid contravening subsection (2C).

Note: The body corporate bears a legal burden in relation to a matter in subsection (2E) (see section 13.4 of the *Criminal Code*).

Penalty for bodies corporate

- (2F) An offence under subsection (2C) is punishable on conviction by a fine not exceeding:
-

Section 22

- (a) if the contravention involves a transaction or transactions the value of which the court can determine—whichever is the greater of the following:
 - (i) 3 times the value of the transaction or transactions;
 - (ii) 10,000 penalty units; or
 - (b) otherwise—10,000 penalty units.
- (3) Section 15.1 of the *Criminal Code* (extended geographical jurisdiction—category A) applies to an offence against subsection (1) or (2C).

22 Authorised dealings

- (1) The owner or holder of a freezable asset may apply in writing to the Minister for permission to use or deal with the asset in a specified way.
- (2) The owner or holder of an asset may apply in writing to the Minister for permission to make the asset available to a proscribed person or entity specified in the application.
- (3) The Minister may, by written notice:
 - (a) permit a freezable asset specified in the notice to be used or dealt with in a specified way; or
 - (b) permit an asset specified in the notice to be made available to a proscribed person or entity specified in the notice.
- (3A) The Minister may issue such a notice on his or her own initiative or upon application under subsection (1) or (2).
- (4) The notice may be subject to conditions.
- (5) The notice must be given to the owner or holder of the asset as soon as practicable after it is made.
- (6) The Minister may delegate the Minister's powers and functions under this section to:
 - (a) the Secretary of the Department; or

Section 22A

- (b) an SES employee, or acting SES employee, in the Department.
The delegation must be in writing.
- (7) The delegate must comply with any directions of the Minister in exercising powers or functions under the delegation.

22A Regulations on procedures relating to freezable assets

- (1) The Governor-General may make regulations relating to procedures relating to assets that are, may be or may become freezable assets.
- (2) The regulations may provide for procedures relating to information (including personal information) relating to such assets in circumstances involving:
 - (a) a listing, or proposed listing, of a person, entity, asset or class of asset under section 15; or
 - (b) a question whether an asset is or may become a freezable asset; or
 - (c) an application for, or grant of, permission under section 22.
- (3) Subsection (2) does not limit subsection (1).

22B Invalidation of notice for false or misleading information

A notice under section 22 is taken never to have been made if information contained in, or information or a document accompanying, the application for the notice:

- (a) is false or misleading in a material particular; or
- (b) omits any matter or thing without which the information or document is misleading in a material particular.

23 Part prevails over conflicting legal obligations

This Part prevails over provisions in laws of the Commonwealth, or of a State or Territory, that would otherwise require a person to act in contravention of this Part.

24 Indemnity for holder of assets

A person is not liable to an action, suit or proceeding for anything done or omitted to be done in good faith and without negligence in compliance or purported compliance with this Part.

25 Compensation for persons wrongly affected

If:

- (a) the owner or controller of an asset instructs a person holding the asset to use or deal with it; and
 - (b) the holder refuses to comply with the instruction; and
 - (c) the refusal was in good faith, and without negligence, in purported compliance with this Part; and
 - (d) the asset was not a freezable asset; and
 - (e) the owner of the asset suffered loss as a result of the refusal;
- the owner of the asset is entitled to be compensated by the Commonwealth for that loss.

26 Injunctions

- (1) If a person has engaged, is engaging, or proposes to engage, in conduct involving a contravention of this Part, a superior court may by order grant an injunction restraining the person from engaging in conduct specified in the order.
- (2) An injunction may only be granted on application by the Attorney-General.
- (3) On an application, the court may, if it thinks it appropriate, grant an injunction by consent of all parties to the proceedings, whether or not the court is satisfied that subsection (1) applies.
- (4) A superior court may, if it thinks it desirable, grant an interim injunction pending its determination of an application.
- (5) A court is not to require the Attorney-General or anyone else, as a condition of granting an interim injunction, to give an undertaking as to damages.

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- (6) A court may discharge or vary an injunction it has granted.
- (7) The power to grant or vary an injunction restraining a person from engaging in conduct may be exercised:
 - (a) whether or not it appears to the court that the person intends to engage again, or to continue to engage, in such conduct; and
 - (b) whether or not the person has previously engaged in such conduct.

Part 5—Offences relating to UN sanctions

27 Offence—Contravening a UN sanction enforcement law

Individuals

- (1) An individual commits an offence if:
 - (a) the individual engages in conduct; and
 - (b) the conduct contravenes a UN sanction enforcement law.
- (2) An individual commits an offence if:
 - (a) the individual engages in conduct; and
 - (b) the conduct contravenes a condition of a licence, permission, consent, authorisation or approval (however described) under a UN sanction enforcement law.
- (3) An offence under subsection (1) or (2) is punishable on conviction by imprisonment for not more than 10 years or a fine not exceeding the amount worked out under subsection (4), or both.
- (4) For the purposes of subsection (3), the amount is:
 - (a) if the contravention involves a transaction or transactions the value of which the court can determine—whichever is the greater of the following:
 - (i) 3 times the value of the transaction or transactions;
 - (ii) 2,500 penalty units; or
 - (b) otherwise—2,500 penalty units.

Bodies corporate

- (5) A body corporate commits an offence if:
 - (a) the body corporate engages in conduct; and
 - (b) the conduct contravenes a UN sanction enforcement law.
- (6) A body corporate commits an offence if:
 - (a) the body corporate engages in conduct; and

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- (b) the conduct contravenes a condition of a licence, permission, consent, authorisation or approval (however described) under a UN sanction enforcement law.
- (7) Subsection (5) or (6) does not apply if the body corporate proves that it took reasonable precautions, and exercised due diligence, to avoid contravening that subsection.

Note: The body corporate bears a legal burden in relation to a matter in subsection (7) (see section 13.4 of the *Criminal Code*).
- (8) An offence under subsection (5) or (6) is an offence of strict liability.

Note: For *strict liability*, see section 6.1 of the *Criminal Code*.
- (9) An offence under subsection (5) or (6) is punishable on conviction by a fine not exceeding:
 - (a) if the contravention involves a transaction or transactions the value of which the court can determine—whichever is the greater of the following:
 - (i) 3 times the value of the transaction or transactions;
 - (ii) 10,000 penalty units; or
 - (b) otherwise—10,000 penalty units.

Definitions

- (10) In this section:

engage in conduct means:

 - (a) do an act; or
 - (b) omit to perform an act.

28 Offence—False or misleading information given in connection with a UN sanction enforcement law

- (1) A person commits an offence if:
 - (a) the person gives information or a document to a Commonwealth entity; and

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- (b) the information or document is given in connection with the administration of a UN sanction enforcement law; and
- (c) the information or document:
 - (i) is false or misleading; or
 - (ii) omits any matter or thing without which the information or document is misleading.

Penalty: Imprisonment for 10 years or 2,500 penalty units, or both.

(2) A person (the ***first person***) commits an offence if:

- (a) the first person gives information or a document to another person; and
- (b) the first person is reckless as to whether the other person or someone else will give the information or document to a Commonwealth entity in connection with the administration of a UN sanction enforcement law; and
- (c) the information or document:
 - (i) is false or misleading; or
 - (ii) omits any matter or thing without which the information or document is misleading.

Penalty: Imprisonment for 10 years or 2,500 penalty units, or both.

(3) Subsection (1) or (2) does not apply:

- (a) as a result of subparagraph (1)(c)(i) or (2)(c)(i)—if the information or document is not false or misleading in a material particular; or
- (b) as a result of subparagraph (1)(c)(ii) or (2)(c)(ii)—if the information or document did not omit any matter or thing without which the information or document is misleading in a material particular.

Note: A defendant bears an evidential burden in relation to the matter in subsection (3) (see subsection 13.3(3) of the *Criminal Code*).

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Geographical application of offences

- (4) Section 15.1 of the *Criminal Code* (extended geographical jurisdiction—category A) applies to an offence against subsection (1) or (2).

Part 6—Information relating to UN sanctions

29 CEO of Commonwealth entity may give information or document

- (1) The CEO of a Commonwealth entity may give any information or document to the CEO of a designated Commonwealth entity for a purpose in connection with the administration of a UN sanction enforcement law.
- (2) Subsection (1) applies despite any other law of the Commonwealth, a State or a Territory.

30 Power to require information or documents to be given

- (1) The CEO of a designated Commonwealth entity may, for the purpose of determining whether a UN sanction enforcement law has been or is being complied with, give a person a written notice requiring the person to do either or both of the following:
 - (a) to give the CEO information of the kind, by the time and in any manner or form, specified in the notice;
 - (b) to give the CEO documents of the kind, by the time and in any manner, specified in the notice.
- (2) The person must comply with the notice despite any other law of the Commonwealth, a State or a Territory.
- (3) The time specified in the notice must be reasonable, having regard to all the circumstances.
- (4) The person may, before the time specified in the notice, request the CEO to extend the time by which the information or documents must be given.
- (5) The CEO may, by written notice given to the person, vary the notice under subsection (1) to specify a later time by which the information or documents must be given.

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- (6) Subsection (5) does not limit the application of subsection 33(3) of the *Acts Interpretation Act 1901* in relation to a notice under subsection (1).

Note: Subsection 33(3) of the *Acts Interpretation Act 1901* deals with revocation and variation etc. of instruments.

- (7) Subsection (1) does not apply if:
- (a) the person is the Commonwealth or a Commonwealth entity;
or
 - (b) the person:
 - (i) is, or has at any time been, an officer of a Commonwealth entity; and
 - (ii) obtained or generated the information or document in the course of carrying out his or her duties as an officer of the Commonwealth entity.

31 Information may be required to be given on oath

- (1) The CEO may require the information to be verified by, or given on, oath or affirmation.
- (2) The oath or affirmation is an oath or affirmation that the information is true.

32 Offence for failure to comply with requirement

- (1) A person commits an offence if:
- (a) the person has been given a notice under section 30; and
 - (b) the person does not comply with the notice.

Penalty: Imprisonment for 12 months.

- (2) Section 15.1 of the *Criminal Code* (extended geographical jurisdiction—category A) applies to an offence against subsection (1).

33 Self-incrimination not an excuse

- (1) An individual is not excused from giving information or a document under section 30 on the ground that the information, or the giving of the document, might tend to incriminate the individual or otherwise expose the individual to a penalty or other liability.
- (2) However, neither the information given nor the giving of the document is admissible in evidence against the individual in any criminal proceedings, or in any proceedings that would expose the individual to a penalty, other than proceedings for an offence against:
 - (a) section 28 (false or misleading information given in connection with a UN sanction enforcement law); or
 - (b) section 32 (failure to comply with requirement to give information or document).

34 CEO may copy documents

If a person gives a document to the CEO of a designated Commonwealth entity under section 30, the CEO:

- (a) may take and keep a copy of the document; and
- (b) must return the document to the person within a reasonable time.

35 Further disclosure and use of information and documents

Disclosure and use of information etc. within entity

- (1) An officer of a designated Commonwealth entity may do any of the following for a purpose in connection with the administration of a UN sanction enforcement law or with a decision of the Security Council referred to in section 6:
 - (a) copy, make a record of or use, any information or document;
 - (b) disclose any information, or give any document, to another officer of that entity.

Section 36

Disclosure outside of entity

- (2) A CEO of a designated Commonwealth entity may disclose any information or give any document to any of the following for a purpose in connection with the administration of a UN sanction enforcement law or with a decision of the Security Council referred to in section 6:
 - (a) a Minister of the Commonwealth, a State or a Territory;
 - (b) the CEO of another Commonwealth entity;
 - (c) a State or Territory entity;
 - (d) a foreign government entity;
 - (e) a public international organisation;
 - (f) a person specified in an instrument under subsection (3).
- (3) The Minister may, by legislative instrument, specify a person for the purposes of paragraph (2)(f).
- (4) Subsections (1) and (2) apply despite any other law of the Commonwealth, a State or a Territory.

36 Protection from liability

- (1) A person who, in good faith, gives, discloses, copies, makes a record of or uses information or a document under section 29, 30, 34 or 35 is not liable:
 - (a) to any proceedings for contravening any other law because of that conduct; or
 - (b) to civil proceedings for loss, damage or injury of any kind suffered by another person because of that conduct.
- (2) Subsection (1) does not prevent the person from being liable to a proceeding for conduct of the person that is revealed by the information or document.

37 Retention of records and documents

- (1) A person who applies for a licence, permission, consent, authorisation or approval under a UN sanction enforcement law (a

Section 38

relevant authorisation) must retain any records or documents relating to that application for the period of 5 years beginning on:

- (a) if the relevant authorisation was granted—the last day on which an action to which the relevant authorisation relates was done; or
 - (b) if the relevant authorisation was not granted—the day on which the application was made.
- (2) A person who is granted a licence, permission, consent, authorisation or approval under a UN sanction enforcement law (a **relevant authorisation**) must retain any records or documents relating to the person's compliance with any conditions to which the relevant authorisation is subject for the period of 5 years beginning on the last day on which an action to which the relevant authorisation relates was done.

Note: A person may commit an offence if the person fails to give under section 30 a record or document that is required to be retained under this section: see section 32.

38 Delegation

- (1) The CEO of a Commonwealth entity may, by written instrument, delegate all or any of his or her powers or functions under this Part to:
 - (a) an SES employee or acting SES employee of the entity; or
 - (b) an employee of the entity of equivalent rank to an SES employee.
- (2) In exercising powers or performing functions delegated under subsection (1), the delegate must comply with any directions of the CEO.

Part 7—Miscellaneous

39 Regulations

The Governor-General may make regulations prescribing matters:

- (a) required or permitted by this Act to be prescribed; or
- (b) necessary or convenient to be prescribed for carrying out or giving effect to this Act.

The Schedule—Charter of the United Nations

WE THE PEOPLES OF THE UNITED NATIONS

DETERMINED

to save succeeding generations from the scourge of war, which twice in our lifetime has brought untold sorrow to mankind, and

to reaffirm faith in fundamental human rights, in the dignity and worth of the human person, in the equal rights of men and women and of nations large and small, and

to establish conditions under which justice and respect for the obligations arising from treaties and other sources of international law can be maintained, and

to promote social progress and better standards of life in larger freedom,

AND FOR THESE ENDS

to practice tolerance and live together in peace with one another as good neighbours, and to unite our strength to maintain international peace and security, and

to ensure, by the acceptance of principles and the institution of methods, that armed force shall not be used, save in the common interest, and

to employ international machinery for the promotion of the economic and social advancement of all peoples,

HAVE RESOLVED TO COMBINE OUR EFFORTS TO ACCOMPLISH THESE AIMS.

Accordingly, our respective Governments, through representatives assembled in the city of San Francisco, who have exhibited their full powers found to be in good and due form, have agreed to the present Charter of the United Nations and do hereby establish an international organization to be known as the United Nations.

CHAPTER 1
PURPOSES AND PRINCIPLES

Article 1

The Purposes of the United Nations are:

1. To maintain international peace and security, and to that end: to take effective collective measures for the prevention and removal of threats to the peace, and for the suppression of acts of aggression or other breaches of the peace, and to bring about by peaceful means, and in conformity with the principles of justice and international law, adjustment or settlement of international disputes or situations which might lead to a breach of the peace;
2. To develop friendly relations among nations based on respect for the principle of equal rights and self-determination of peoples, and to take other appropriate measures to strengthen universal peace;
3. To achieve international cooperation in solving international problems of an economic, social, cultural, or humanitarian character, and in promoting and encouraging respect for human rights and for fundamental freedoms for all without distinction as to race, sex, language, or religion; and
4. To be a center for harmonizing the actions of nations in the attainment of these common ends.

Article 2

The Organization and its Members, in pursuit of the Purposes stated in Article 1, shall act in accordance with the following Principles.

1. The Organization is based on the principle of the sovereign equality of all its Members.
2. All Members, in order to ensure to all of them the rights and benefits resulting from membership, shall fulfil in good faith the obligations assumed by them in accordance with the present Charter.
3. All Members shall settle their international disputes by peaceful means in such a manner that international peace and security, and justice, are not endangered.
4. All Members shall refrain in their international relations from the threat or use of force against the territorial integrity or political independence of any

state, or in any other manner inconsistent with the Purposes of the United Nations.

5. All Members shall give the United Nations every assistance in any action it takes in accordance with the present Charter, and shall refrain from giving assistance to any State against which the United Nations is taking preventive or enforcement action.

6. The Organization shall ensure that states which are not members of the United Nations act in accordance with these Principles so far as may be necessary for the maintenance of international peace and security.

7. Nothing contained in the present Charter shall authorize the United Nations to intervene in matters which are essentially within the domestic jurisdiction of any state or shall require the Members to submit such matters to settlement under the present Charter; but this principle shall not prejudice the application of enforcement measures under Chapter VII.

CHAPTER II

MEMBERSHIP

Article 3

The original Members of the United Nations shall be the states which having participated in the United Nations Conference on International Organization at San Francisco, or having previously signed the Declaration by United Nations of January 1, 1942, sign the present Charter and ratify it in accordance with Article 110.

Article 4

1. Membership in the United Nations is open to all other peace-loving states which accept the obligations contained in the present Charter and, in the judgment of the Organization, are able and willing to carry out these obligations.

2. The admission of any such state to membership in the United Nations will be effected by a decision of the General Assembly upon the recommendation of the Security Council.

Article 5

A Member of the United Nations against which preventive or enforcement action has been taken by the Security Council may be suspended from the

exercise of the rights and privileges of membership by the General Assembly upon the recommendation of the Security Council. The exercise of these rights and privileges may be restored by the Security Council.

Article 6

A Member of the United Nations which has persistently violated the Principles contained in the present Charter may be expelled from the Organization by the General Assembly upon the recommendation of the Security Council.

CHAPTER III

ORGANS

Article 7

1. There are established as the principal organs of the United Nations: a General Assembly, a Security Council, an Economic and Social Council, a Trusteeship Council, an International Court of Justice, and a Secretariat.

2. Such subsidiary organs as may be found necessary may be established in accordance with the present Charter.

Article 8

The United Nations shall place no restrictions on the eligibility of men and women to participate in any capacity and under conditions of equality in its principal and subsidiary organs.

CHAPTER IV

THE GENERAL ASSEMBLY

Composition

Article 9

1. The General Assembly shall consist of all the Members of the United Nations.

2. Each Member shall have not more than five representatives in the General Assembly.

Functions and Powers

Article 10

The General Assembly may discuss any questions or any matters within the scope of the present Charter or relating to the powers and functions of any organs provided for in the present Charter, and, except as provided in Article 12, may make recommendations to the Members of the United Nations or to the Security Council or to both on any such questions or matters.

Article 11

1. The General Assembly may consider the general principles of cooperation in the maintenance of international peace and security, including the principles governing disarmament and the regulation of armaments, and may make recommendations with regard to such principles to the Members or to the Security Council or to both.

2. The General Assembly may discuss any questions relating to the maintenance of international peace and security brought before it by any Member of the United Nations, or by the Security Council, or by a state which is not a Member of the United Nations in accordance with Article 35, paragraph 2, and, except as provided in Article 12, may make recommendations with regard to any such questions to the state or states concerned or to the Security Council or to both. Any such question on which action is necessary shall be referred to the Security Council by the General Assembly either before or after discussion.

3. The General Assembly may call the attention of the Security Council to situations which are likely to endanger international peace and security.

4. The powers of the General Assembly set forth in this Article shall not limit the general scope of Article 10.

Article 12

1. While the Security Council is exercising in respect of any dispute or situation the functions assigned to it in the present Charter, the General Assembly shall not make any recommendation with regard to that dispute or situation unless the Security Council so requests.

2. The Secretary-General, with the consent of the Security Council, shall notify the General Assembly at each session of any matters relative to the maintenance of international peace and security which are being dealt with by the Security Council and shall similarly notify the General Assembly, or the Members of the United Nations if the General Assembly is not in session, immediately the Security Council ceases to deal with such matters.

Article 13

1. The General Assembly shall initiate studies and make recommendations for the purpose of:
 - (a) promoting international cooperation in the political field and encouraging the progressive development of international law and its codification;
 - (b) promoting international cooperation in the economic, social, cultural, educational, and health fields, and assisting in the realization of human rights and fundamental freedoms for all without distinction as to race, sex, language, or religion.
2. The further responsibilities, functions, and powers of the General Assembly with respect to matters mentioned in paragraph 1 (b) above are set forth in Chapters IX and X.

Article 14

Subject to the provisions of Article 12, the General Assembly may recommend measures for the peaceful adjustment of any situation, regardless of origin, which it deems likely to impair the general welfare or friendly relations among nations, including situations resulting from a violation of the provisions of the present Charter setting forth the Purposes and Principles of the United Nations.

Article 15

1. The General Assembly shall receive and consider annual and special reports from the Security Council; these reports shall include an account of the measures that the Security Council has decided upon or taken to maintain international peace and security.
2. The General Assembly shall receive and consider reports from the other organs of the United Nations.

Article 16

The General Assembly shall perform such functions with respect to the international trusteeship system as are assigned to it under Chapters XII and XIII, including the approval of the trusteeship agreements for areas not designated as strategic.

Article 17

1. The General Assembly shall consider and approve the budget of the Organization.

2. The expenses of the Organization shall be borne by the Members as apportioned by the General Assembly.

3. The General Assembly shall consider and approve any financial and budgetary arrangements with specialized agencies referred to in Article 57 and shall examine the administrative budgets of such specialized agencies with a view to making recommendations to the agencies concerned.

Voting

Article 18

1. Each member of the General Assembly shall have one vote.

2. Decisions of the General Assembly on important questions shall be made by a two-thirds majority of the members present and voting. These questions shall include: recommendations with respect to the maintenance of international peace and security, the election of the non-permanent members of the Security Council, the election of the members of the Economic and Social Council, the election of members of the Trusteeship Council in accordance with paragraph 1 (c) of Article 86, the admission of new Members to the United Nations, the suspension of the rights and privileges of membership, the expulsion of Members, questions relating to the operation of the trusteeship system, and budgetary questions.

3. Decisions on other questions, including the determination of additional categories of questions to be decided by a two-thirds majority, shall be made by a majority of the members present and voting.

Article 19

A Member of the United Nations which is in arrears in the payment of its financial contributions to the Organization shall have no vote in the General Assembly if the amount of its arrears equals or exceeds the amount of the contributions due from it for the proceeding two full years. The General Assembly may, nevertheless, permit such a Member to vote if it is satisfied that the failure to pay is due to conditions beyond the control of the Member.

Procedure

Article 20

The General Assembly shall meet in regular annual sessions and in such special sessions as occasion may require. Special sessions shall be convoked by the Secretary-General at the request of the Security Council or of a majority of the Members of the United Nations.

Article 21

The General Assembly shall adopt its own rules of procedure. It shall elect its President for each session.

Article 22

The General Assembly may establish such subsidiary organs as it deems necessary for the performance of its functions.

CHAPTER V

THE SECURITY COUNCIL

Composition

Article 23

1. The Security Council shall consist of eleven Members of the United Nations. The Republic of China, France, the Union of Soviet Socialist Republics, the United Kingdom of Great Britain and Northern Ireland, and the United States of America shall be permanent members of the Security Council. The General Assembly shall elect six other Members of the United Nations to be non-permanent members of the Security Council, due regard being specially paid, in the first instance to the contribution of Members of the United Nations to the maintenance of international peace and security and to the other purposes of the Organization, and also to equitable geographical distribution.

2. The non-permanent members of the Security Council shall be elected for a term of two years. In the first election of the non-permanent members, however, three shall be chosen for a term of one year. A retiring member shall not be eligible for immediate re-election.

3. Each member of the Security Council shall have one representative.

Functions and Powers

Article 24

1. In order to ensure prompt and effective action by the United Nations, its Members confer on the Security Council primary responsibility for the

maintenance of international peace and security, and agree that in carrying out its duties under this responsibility the Security Council acts on their behalf.

2. In discharging these duties the Security Council shall act in accordance with the Purposes and Principles of the United Nations. The specific powers granted to the Security Council for the discharge of these duties are laid down in Chapters VI, VII, VIII, and XII.

3. The Security Council shall submit annual and, when necessary, special reports to the General Assembly for its consideration.

Article 25

The Members of the United Nations agree to accept and carry out the decisions of the Security Council in accordance with the present Charter.

Article 26

In order to promote the establishment and maintenance of international peace and security with the least diversion for armaments of the world's human and economic resources, the Security Council shall be responsible for formulating, with the assistance of the Military Staff Committee referred to in Article 47, plans to be submitted to the Members of the United Nations for the establishment of a system for the regulation of armaments.

Voting

Article 27

1. Each member of the Security Council shall have one vote.
2. Decisions of the Security Council on procedural matters shall be made by an affirmative vote of seven members.
3. Decisions of the Security Council on all other matters shall be made by an affirmative vote of seven members including the concurring votes of the permanent members; provided that, in decisions under Chapter VI, and under paragraph 3 of Article 52, a party to a dispute shall abstain from voting.

Procedure

Article 28

1. The Security Council shall be so organized as to be able to function continuously. Each member of the Security Council shall for this purpose be represented at all times at the seat of the Organization.
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2. The Security Council shall hold periodic meetings at which each of its members may, if it so desires, be represented by a member of the government or by some other specially designated representative.

3. The Security Council may hold meetings at such places other than the seat of the Organization as in its judgment will best facilitate its work.

Article 29

The Security Council may establish such subsidiary organs as it deems necessary for the performance of its functions.

Article 30

The Security Council shall adopt its own rules of procedure, including the method of selecting its President.

Article 31

Any Member of the United Nations which is not a member of the Security Council may participate, without vote, in the discussion of any question brought before the Security Council whenever the latter considers that the interests of that Member are specially affected.

Article 32

Any Member of the United Nations which is not a member of the Security Council or any state which is not a Member of the United Nations, if it is a party to a dispute under consideration by the Security Council, shall be invited to participate, without vote, in the discussion relating to the dispute. The Security Council shall lay down such conditions as it deems just for the participation of a state which is not a Member of the United Nations.

CHAPTER VI

PACIFIC SETTLEMENT OF DISPUTES

Article 33

1. The parties to any dispute, the continuance of which is likely to endanger the maintenance of international peace and security, shall, first of all, seek a solution by negotiation, enquiry, mediation, conciliation, arbitration, judicial settlement, resort to regional agencies or arrangements, or other peaceful means of their own choice.

2. The Security Council shall, when it deems necessary, call upon the parties to settle their dispute by such means.

Article 34

The Security Council may investigate any dispute, or any situation which might lead to international friction or give rise to a dispute, in order to determine whether the continuance of the dispute or situation is likely to endanger the maintenance of international peace and security.

Article 35

1. Any Member of the United Nations may bring any dispute, or any situation of the nature referred to in Article 34, to the attention of the Security Council or of the General Assembly.

2. A state which is not a Member of the United Nations may bring to the attention of the Security Council or of the General Assembly any dispute to which it is a party if it accepts in advance, for the purposes of the dispute, the obligations of pacific settlement provided in the present Charter.

3. The proceedings of the General Assembly in respect of matters brought to its attention under this Article will be subject to the provisions of Articles 11 and 12.

Article 36

1. The Security Council may, at any stage of a dispute of the nature referred to in Article 33 or of a situation of like nature, recommend appropriate procedures or methods of adjustment.

2. The Security Council should take into consideration any procedures for the settlement of the dispute which have already been adopted by the parties.

3. In making recommendations under this Article the Security Council should also take into consideration that legal disputes should as a general rule be referred by the parties to the International Court of Justice in accordance with the provisions of the Statute of the Court.

Article 37

1. Should the parties to a dispute of the nature referred to in Article 33 fail to settle it by the means indicated in that Article, they shall refer it to the Security Council.

2. If the Security Council deems that the continuance of the dispute is in fact likely to endanger the maintenance of international peace and security, it shall decide whether to take action under Article 36 or to recommend such terms of settlement as it may consider appropriate.

Article 38

Without prejudice to the provisions of Articles 33 to 37, the Security Council may, if all the parties to any dispute so request, make recommendations to the parties with a view to a pacific settlement of the dispute.

CHAPTER VII

ACTION WITH RESPECT TO THREATS TO THE PEACE, BREACHES
OF THE PEACE, AND ACTS OF AGGRESSION

Article 39

The Security Council shall determine the existence of any threat to the peace, breach of the peace, or act of aggression and shall make recommendations, or decide what measures shall be taken in accordance with Articles 41 and 42, to maintain or restore international peace and security.

Article 40

In order to prevent an aggravation of the situation, the Security Council may, before making the recommendations or deciding upon the measures provided for in Article 39, call upon the parties concerned to comply with such provisional measures as it deems necessary or desirable. Such provisional measures shall be without prejudice to the rights, claims, or position of the parties concerned. The Security Council shall duly take account of failure to comply with such provisional measures.

Article 41

The Security Council may decide what measures not involving the use of armed force are to be employed to give effect to its decisions, and it may call upon the Members of the United Nations to apply such measures. These may include complete or partial interruption of economic relations and of rail, sea, air, postal, telegraphic, radio, and other means of communication, and the severance of diplomatic relations.

Article 42

Should the Security Council consider that measures provided for in Article 41 would be inadequate or have proved to be inadequate, it may take such action by air, sea, or land forces as may be necessary to maintain or restore international peace and security. Such action may include demonstrations, blockade, and other operations by air, sea, or land forces of Members of the United Nations.

Article 43

1. All Members of the United Nations, in order to contribute to the maintenance of international peace and security, undertake to make available to the Security Council, on its call and in accordance with a special agreement or agreements, armed forces, assistance, and facilities, including rights of passage, necessary for the purpose of maintaining international peace and security.

2. Such agreement or agreements shall govern the numbers and types of forces, their degree of readiness and general location, and the nature of the facilities and assistance to be provided.

3. The agreement or agreements shall be negotiated as soon as possible on the initiative of the Security Council. They shall be concluded between the Security Council and Members or between the Security Council and groups of Members and shall be subject to ratification by the signatory states in accordance with their respective constitutional processes.

Article 44

When the Security Council has decided to use force it shall, before calling upon a Member not represented on it to provide armed forces in fulfilment of the obligations assumed under Article 43, invite that Member, if the Member so desires, to participate in the decisions of the Security Council concerning the employment of contingents of that Member's armed forces.

Article 45

In order to enable the United Nations to take urgent military measures, Members shall hold immediately available national air-force contingents for combined international enforcement action. The strength and degree of readiness of these contingents and plans for their combined action shall be determined, within the limits laid down in the special agreement or agreements referred to in Article 43, by the Security Council with the assistance of the Military Staff Committee.

Article 46

Plans for the application of armed force shall be made by the Security Council with the assistance of the Military Staff Committee.

Article 47

1. There shall be established a Military Staff Committee to advise and assist the Security Council on all questions relating to the Security Council's military requirements for the maintenance of international peace and security, the employment and command of forces placed at its disposal, the regulation of armaments, and possible disarmament.

2. The Military Staff Committee shall consist of the Chiefs of Staff of the permanent members of the Security Council or their representatives. Any Member of the United Nations not permanently represented on the Committee shall be invited by the Committee to be associated with it when the efficient discharge of the Committee's responsibilities requires the participation of that Member in its work.

3. The Military Staff Committee shall be responsible under the Security Council for the strategic direction of any armed forces placed at the disposal of the Security Council. Questions relating to the command of such forces shall be worked out subsequently.

4. The Military Staff Committee, with the authorization of the Security Council and after consultation with appropriate regional agencies, may establish regional sub-committees.

Article 48

1. The action required to carry out the decisions of the Security Council for the maintenance of international peace and security shall be taken by all the Members of the United Nations or by some of them, as the Security Council may determine.

2. Such decisions shall be carried out by the Members of the United Nations directly and through their action in the appropriate international agencies of which they are members.

Article 49

The Members of the United Nations shall join in affording mutual assistance in carrying out the measures decided upon by the Security Council.

Article 50

If preventive or enforcement measures against any state are taken by the Security Council, any other state, whether a Member of the United Nations or not, which finds itself confronted with special economic problems arising from the carrying out of those measures shall have the right to consult the Security Council with regard to a solution of those problems.

Article 51

Nothing in the present Charter shall impair the inherent right of individual or collective self-defense if an armed attack occurs against a Member of the United Nations, until the Security Council has taken the measures necessary to maintain international peace and security. Measures taken by Members in the exercise of this right of self-defense shall be immediately reported to the Security Council and shall not in any way affect the authority and responsibility of the Security Council under the present Charter to take at any time such action as it deems necessary in order to maintain or restore international peace and security.

CHAPTER VIII

REGIONAL ARRANGEMENTS

Article 52

1. Nothing in the present Charter precludes the existence of regional arrangements or agencies for dealing with such matters relating to the maintenance of international peace and security as are appropriate for regional action, provided that such arrangements or agencies and their activities are consistent with the Purposes and Principles of the United Nations.

2. The Members of the United Nations entering into such arrangements or constituting such agencies shall make every effort to achieve pacific settlement of local disputes through such regional arrangements or by such regional agencies before referring them to the Security Council.

3. The Security Council shall encourage the development of pacific settlement of local disputes through such regional arrangements or by such regional agencies either on the initiative of the States concerned or by reference from the Security Council.

4. This Article in no way impairs the application of Articles 34 and 35.

Article 53

1. The Security Council shall, where appropriate, utilize such regional arrangements or agencies for enforcement action under its authority. But no enforcement action shall be taken under regional arrangements or by regional agencies without the authorization of the Security Council, with the exception of measures against any enemy state, as defined in paragraph 2 of this Article, provided for pursuant to Article 107 or in regional arrangements directed against renewal of aggressive policy on the part of any such state, until such time as the Organization may, on request of the Governments concerned, be charged with the responsibility for preventing further aggression by such a state.

2. The term enemy state as used in paragraph 1 of this Article applies to any state which during the Second World War has been an enemy of any signatory of the present Charter.

Article 54

The Security Council shall at all times be kept fully informed of activities undertaken or in contemplation under regional arrangements or by regional agencies for the maintenance of international peace and security.

CHAPTER IX

INTERNATIONAL ECONOMIC AND SOCIAL COOPERATION

Article 55

With a view to the creation of conditions of stability and well-being which are necessary for peaceful and friendly relations among nations based on respect for the principle of equal rights and self-determination of peoples, the United Nations shall promote:

- a. higher standards of living, full employment, and conditions of economic and social progress and development;
- b. solutions of international economic, social, health, and related problems; and international cultural and educational cooperation; and
- c. universal respect for, and observance of, human rights and fundamental freedoms for all without distinction as to race, sex, language, or religion.

Article 56

All Members pledge themselves to take joint and separate action in cooperation with the Organization for the achievement of the purposes set forth in Article 55.

Article 57

1. The various specialized agencies, established by intergovernmental agreement and having wide international responsibilities, as defined in their basic instruments, in economic, social, cultural, educational, health, and related fields, shall be brought into relationship with the United Nations in accordance with the provisions of Article 63.

2. Such agencies thus brought into relationship with the United Nations are hereinafter referred to as specialized agencies.

Article 58

The Organization shall make recommendations for the coordination of the policies and activities of the specialized agencies.

Article 59

The Organization shall, where appropriate, initiate negotiations among the states concerned for the creation of any new specialized agencies required for the accomplishment of the purposes set forth in Article 55.

Article 60

Responsibility for the discharge of the functions of the Organization set forth in this Chapter shall be vested in the General Assembly and, under the authority of the General Assembly, in the Economic and Social Council, which shall have for this purpose the powers set forth in Chapter X.

CHAPTER X

THE ECONOMIC AND SOCIAL COUNCIL

Composition

Article 61

1. The Economic and Social Council shall consist of eighteen Members of the United Nations elected by the General Assembly.

2. Subject to the provisions of paragraph 3, six members of the Economic and Social Council shall be elected each year for a term of three years. A retiring member shall be eligible for immediate re-election.

3. At the first election, eighteen members of the Economic and Social Council shall be chosen. The term of office of six members so chosen shall

expire at the end of one year, and of six other members at the end of two years, in accordance with arrangements made by the General Assembly.

4. Each member of the Economic and Social Council shall have one representative.

Functions and Powers

Article 62

1. The Economic and Social Council may make or initiate studies and reports with respect to international economic, social, cultural, educational, health, and related matters and may make recommendations with respect to any such matters to the General Assembly, to the Members of the United Nations, and to the specialized agencies concerned.

2. It may make recommendations for the purpose of promoting respect for, and observance of, human rights and fundamental freedoms for all.

3. It may prepare draft conventions for submission to the General Assembly, with respect to matters falling within its competence.

4. It may call, in accordance with the rules prescribed by the United Nations, international conferences on matters falling within its competence.

Article 63

1. The Economic and Social Council may enter into agreements with any of the agencies referred to in Article 57, defining the terms on which the agency concerned shall be brought into relationship with the United Nations. Such agreements shall be subject to approval by the General Assembly.

2. It may coordinate the activities of the specialized agencies through consultation with and recommendations to such agencies and through recommendations to the General Assembly and to the Members of the United Nations.

Article 64

1. The Economic and Social Council may take appropriate steps to obtain regular reports from the specialized agencies. It may make arrangements with the Members of the United Nations and with the specialized agencies to obtain reports on the steps taken to give effect to its own recommendations and to recommendations on matters falling within its competence made by the General Assembly.

2. It may communicate its observations on these reports to the General Assembly.

Article 65

The Economic and Social Council may furnish information to the Security Council and shall assist the Security Council upon its request.

Article 66

1. The Economic and Social Council shall perform such functions as fall within its competence in connection with the carrying out of the recommendations of the General Assembly.

2. It may, with the approval of the General Assembly, perform services at the request of Members of the United Nations and at the request of specialized agencies.

3. It shall perform such other functions as are specified elsewhere in the present Charter or as may be assigned to it by the General Assembly.

Voting

Article 67

1. Each member of the Economic and Social Council shall have one vote.

2. Decisions of the Economic and Social Council shall be made by a majority of the members present and voting.

Procedure

Article 68

The Economic and Social Council shall set up commissions in economic and social fields and for the promotion of human rights, and such other commissions as may be required for the performance of its functions.

Article 69

The Economic and Social Council shall invite any Member of the United Nations to participate, without vote, in its deliberations on any matter of particular concern to that Member.

Article 70

The Economic and Social Council may make arrangements for representatives of the specialized agencies to participate, without vote, in its

deliberations and in those of the commissions established by it, and for its representatives to participate in the deliberations of the specialized agencies.

Article 71

The Economic and Social Council may make suitable arrangements for consultation with non-governmental organizations which are concerned with matters within its competence. Such arrangements may be made with international organizations and, where appropriate, with national organizations after consultation with the Member of the United Nations concerned.

Article 72

1. The Economic and Social Council shall adopt its own rules of procedure, including the method of selecting its President.
2. The Economic and Social Council shall meet as required in accordance with its rules, which shall include provision for the convening of meetings on the request of a majority of its members.

CHAPTER XI

**DECLARATION REGARDING NON-SELF-GOVERNING
TERRITORIES**

Article 73

Members of the United Nations which have or assume responsibilities for the administration of territories whose peoples have not yet attained a full measure of self-government recognize the principle that the interests of the inhabitants of these territories are paramount, and accept as a sacred trust the obligations to promote to the utmost, within the system of international peace and security established by the present Charter, the well-being of the inhabitants of these territories, and, to this end:

- a. to ensure, with due respect for the culture of the peoples concerned, their political, economic, social, and educational advancement, their just treatment, and their protection against abuses;
- b. to develop self-government, to take due account of the political aspirations of the peoples, and to assist them in the progressive development of their free political institutions, according to the particular circumstances of each territory and its peoples and their varying stages of advancement;

-
- c. to further international peace and security;
 - d. to promote constructive measures of development, to encourage research, and to co-operate with one another and, when and where appropriate, with specialized international bodies with a view to the practical achievement of the social, economic, and scientific purposes set forth in this Article; and
 - e. to transmit regularly to the Secretary-General for information purposes, subject to such limitation as security and constitutional considerations may require, statistical and other information of a technical nature relating to economic, social, and educational conditions in the territories for which they are respectively responsible other than those territories to which Chapters XII and XIII apply.

Article 74

Members of the United Nations also agree that their policy in respect of the territories to which this Chapter applies, no less than in respect of their metropolitan areas, must be based on the general principle of good-neighbourliness, due account being taken of the interests and well-being of the rest of the world, in social, economic, and commercial matters.

CHAPTER XII

INTERNATIONAL TRUSTEESHIP SYSTEM

Article 75

The United Nations shall establish under its authority an international trusteeship system for the administration and supervision of such territories as may be placed thereunder by subsequent individual agreements. These territories are hereinafter referred to as trust territories.

Article 76

The basic objectives of the trusteeship system, in accordance with the Purposes of the United Nations laid down in Article 1 of the present Charter, shall be:

- a. to further international peace and security;
- b. to promote the political, economic, social, and educational advancement of the inhabitants of the trust territories, and their progressive development towards self-government or independence as may be

appropriate to the particular circumstances of each territory and its peoples and the freely expressed wishes of the peoples concerned, and as may be provided by the terms of each trusteeship agreement;

- c. to encourage respect for human rights and for fundamental freedoms for all without distinction as to race, sex, language, or religion, and to encourage recognition of the interdependence of the peoples of the world; and
- d. to ensure equal treatment in social, economic, and commercial matters for all Members of the United Nations and their nationals, and also equal treatment for the latter in the administration of justice, without prejudice to the attainment of the foregoing objectives and subject to the provisions of Article 80.

Article 77

1. The trusteeship system shall apply to such territories in the following categories as may be placed thereunder by means of trusteeship agreements:

- a. territories now held under mandate;
- b. territories which may be detached from enemy states as a result of the Second World War; and
- c. territories voluntarily placed under the system by states responsible for their administration.

2. It will be a matter for subsequent agreement as to which territories in the foregoing categories will be brought under the trusteeship system and upon what terms.

Article 78

The trusteeship system shall not apply to territories which have become Members of the United Nations, relationship among which shall be based on respect for the principle of sovereign equality.

Article 79

The terms of trusteeship for each territory to be placed under the trusteeship system, including any alteration or amendment, shall be agreed upon by the states directly concerned, including the mandatory power in the case of territories held under mandate by a Member of the United Nations, and shall be approved as provided for in Articles 83 and 85.

Article 80

1. Except as may be agreed upon in individual trusteeship agreements, made under Articles 77, 79, and 81, placing each territory under the trusteeship system, and until such agreements have been concluded, nothing in this Chapter shall be construed in or of itself to alter in any manner the rights whatsoever of any states or any peoples or the terms of existing international instruments to which Members of the United Nations may respectively be parties.

2. Paragraph 1 of this Article shall not be interpreted as giving grounds for delay or postponement of the negotiation and conclusion of agreements for placing mandated and other territories under the trusteeship system as provided for in Article 77.

Article 81

The trusteeship agreement shall in each case include the terms under which the trust territory will be administered and designate the authority which will exercise the administration of the trust territory. Such authority, hereinafter called the administering authority, may be one or more states or the Organization itself.

Article 82

There may be designated, in any trusteeship agreement, a strategic area or areas which may include part or all of the trust territory to which the agreement applies, without prejudice to any special agreement or agreements made under Article 43.

Article 83

1. All functions of the United Nations relating to strategic areas, including the approval of the terms of the trusteeship agreements and of their alteration or amendment, shall be exercised by the Security Council.

2. The basic objectives set forth in Article 76 shall be applicable to the people of each strategic area.

3. The Security Council shall, subject to the provisions of the trusteeship agreements and without prejudice to security considerations, avail itself of the assistance of the Trusteeship Council to perform those functions of the United Nations under the trusteeship system relating to political, economic, social, and educational matters in the strategic areas.

Article 84

It shall be the duty of the administering authority to ensure that the trust territory shall play its part in the maintenance of international peace and security. To this end the administering authority may make use of volunteer forces, facilities, and assistance from the trust territory in carrying out the obligations towards the Security Council undertaken in this regard by the administering authority, as well as for local defense and the maintenance of law and order within the trust territory.

Article 85

1. The functions of the United Nations with regard to trusteeship agreements for all areas not designated as strategic, including the approval of the terms of the trusteeship agreements and of their alteration or amendment, shall be exercised by the General Assembly.

2. The Trusteeship Council, operating under the authority of the General Assembly, shall assist the General Assembly in carrying out these functions.

CHAPTER XIII

THE TRUSTEESHIP COUNCIL

Composition

Article 86

1. The Trusteeship Council shall consist of the following Members of the United Nations:

- a. those Members administering trust territories;
- b. such of those Members mentioned by name in Article 23 as are not administering trust territories; and
- c. as many other Members elected for three-year terms by the General Assembly as may be necessary to ensure that the total number of members of the Trusteeship Council is equally divided between those Members of the United Nations which administer trust territories and those which do not.

2. Each member of the Trusteeship Council shall designate one specially qualified person to represent it therein.

Functions and Powers

Article 87

The General Assembly and, under its authority, the Trusteeship Council, in carrying out their functions, may:

- a. consider reports submitted by the administering authority;
- b. accept petitions and examine them in consultation with the administering authority;
- c. provide for periodic visits to the respective trust territories at times agreed upon with the administering authority; and
- d. take these and other actions in conformity with the terms of the trusteeship agreements.

Article 88

The Trusteeship Council shall formulate a questionnaire on the political, economic, social, and educational advancement of the inhabitants of each trust territory, and the administering authority for each trust territory within the competence of the General Assembly shall make an annual report to the General Assembly upon the basis of such questionnaire.

Voting

Article 89

1. Each member of the Trusteeship Council shall have one vote.
2. Decisions of the Trusteeship Council shall be made by a majority of the members present and voting.

Procedure

Article 90

1. The Trusteeship Council shall adopt its own rules of procedure, including the method of selecting its President.
2. The Trusteeship Council shall meet as required in accordance with its rules, which shall include provision for the convening of meetings on the request of a majority of its members.

Article 91

The Trusteeship Council shall, when appropriate, avail itself of the assistance of the Economic and Social Council and of the specialized agencies in regard to matters with which they are respectively concerned.

CHAPTER XIV
THE INTERNATIONAL COURT OF JUSTICE

Article 92

The International Court of Justice shall be the principal judicial organ of the United Nations. It shall function in accordance with the annexed Statute, which is based upon the Statute of the Permanent Court of International Justice and forms an integral part of the present Charter.

Article 93

1. All members of the United Nations are ipso facto parties to the Statute of the International Court of Justice.

2. A State which is not a Member of the United Nations may become a party to the Statute of the International Court of Justice on conditions to be determined in each case by the General Assembly upon the recommendation of the Security Council.

Article 94

1. Each Member of the United Nations undertakes to comply with the decision of the International Court of Justice in any case to which it is a party.

2. If any party to a case fails to perform the obligations incumbent upon it under a judgement rendered by the Court, the other party may have recourse to the Security Council, which may, if it deems necessary, make recommendations or decide upon measures to be taken to give effect to the judgment.

Article 95

Nothing in the present Charter shall prevent Members of the United Nations from entrusting the solution of their differences to other tribunals by virtue of agreements already in existence or which may be concluded in the future.

Article 96

1. The General Assembly of the Security Council may request the International Court of Justice to give an advisory opinion on any legal question.

2. Other organs of the United Nations and specialized agencies, which may at any time be so authorized by the General Assembly, may also request advisory opinions of the Court on legal questions arising within the scope of their activities.

CHAPTER XV THE SECRETARIAT

Article 97

The Secretariat shall comprise a Secretary-General and such staff as the Organization may require. The Secretary-General shall be appointed by the General Assembly upon the recommendation of the Security Council. He shall be the chief administrative officer of the Organization.

Article 98

The Secretary-General shall act in that capacity in all meetings of the General Assembly, of the Security Council, of the Economic and Social Council, and of the Trusteeship Council, and shall perform such other functions as are entrusted to him by these organs. The Secretary-General shall make an annual report to the General Assembly on the work of the Organization.

Article 99

The Secretary-General may bring to the attention of the Security Council any matter which in his opinion may threaten the maintenance of international peace and security.

Article 100

1. In the performance of their duties the Secretary-General and the staff shall not seek or receive instructions from any Government or from any other authority external to the Organization. They shall refrain from any action which might reflect on their position as international officials responsible only to the Organization.

2. Each Member of the United Nations undertakes to respect the exclusively international character of the responsibilities of the Secretary-General and the staff and not to seek to influence them in the discharge of their responsibilities.

Article 101

1. The staff shall be appointed by the Secretary-General under regulations established by the General Assembly.

2. Appropriate staffs shall be permanently assigned to the Economic and Social Council, the Trusteeship Council, and, as required, to other organs of the United Nations. These staffs shall form a part of the Secretariat.

3. The paramount consideration in the employment of the staff and in the determination of the conditions of service shall be the necessity of securing the highest standards of efficiency, competence, and integrity. Due regard shall be paid to the importance of recruiting the staff on as wide a geographical basis as possible.

CHAPTER XVI

MISCELLANEOUS PROVISIONS

Article 102

1. Every treaty and every international agreement entered into by any Member of the United Nations after the present Charter comes into force shall as soon as possible be registered with the Secretariat and published by it.

2. No party to any such treaty or international agreement which has not been registered in accordance with the provisions of paragraph 1 of this Article may invoke that treaty or agreement before any organ of the United Nations.

Article 103

In the event of a conflict between the obligations of the Members of the United Nations under the present Charter and their obligations under any other international agreement, their obligations under the present Charter shall prevail.

Article 104

The Organization shall enjoy in the territory of each of its Members such legal capacity as may be necessary for the exercise of its functions and the fulfilment of its purposes.

Article 105

1. The Organization shall enjoy in the territory of each of its Members such privileges and immunities as are necessary for the fulfilment of its purposes.

2. Representatives of the Members of the United Nations and officials of the Organization shall similarly enjoy such privileges and immunities as are necessary for the independent exercise of their functions in connection with the Organization.

3. The General Assembly may make recommendations with a view to determining the details of the application of paragraphs 1 and 2 of this Article or

may propose conventions to the Members of the United Nations for this purpose.

CHAPTER XVII TRANSITIONAL SECURITY ARRANGEMENTS

Article 106

Pending the coming into force of such special agreements referred to in Article 43 as in the opinion of the Security Council enable it to begin the exercise of its responsibilities under Article 42, the parties to the Four-Nation Declaration, signed at Moscow, October 30, 1943, and France, shall in accordance with the provisions of paragraph 5 of that Declaration, consult with one another and as occasion requires with other Members of the United Nations with a view to such joint action on behalf of the Organization as may be necessary for the purpose of maintaining international peace and security.

Article 107

Nothing in the present Charter shall invalidate or preclude action, in relation to any State which during the Second World War has been an enemy of any signatory to the present Charter, taken or authorized as a result of that war by the Governments having responsibility for such action.

CHAPTER XVIII AMENDMENTS

Article 108

Amendments to the present Charter shall come into force for all Members of the United Nations when they have been adopted by a vote of two thirds of the members of the General Assembly and ratified in accordance with their respective constitutional processes by two thirds of the Members of the United Nations, including all the permanent members of the Security Council.

Article 109

1. A General Conference of the Members of the United Nations for the purpose of reviewing the present Charter may be held at a date and place to be fixed by a two-thirds vote of the members of the General Assembly and by a vote of any seven members of the Security Council. Each Member of the United Nations shall have one vote in the conference.

2. Any alteration of the present Charter recommended by a two-thirds vote of the conference shall take effect when ratified in accordance with their respective constitutional processes by two thirds of the Members of the United Nations including all the permanent members of the Security Council.

3. If such a conference has not been held before the tenth annual session of the General Assembly following the coming into force of the present Charter, the proposal to call such a conference shall be placed on the agenda of that session of the General Assembly, and the conference shall be held if so decided by a majority vote of the members of the General Assembly and by a vote of any seven members of the Security Council.

CHAPTER XIX

RATIFICATION AND SIGNATURE

Article 110

1. The present Charter shall be ratified by the signatory States in accordance with their respective constitutional processes.

2. The ratification shall be deposited with the Government of the United States of America, which shall notify all the signatory States of each deposit as well as the Secretary-General of the Organization when he has been appointed.

3. The present Charter shall come into force upon the deposit of ratifications by the Republic of China, France, the Union of Soviet Socialist Republics, the United Kingdom of Great Britain and Northern Ireland, and the United States of America, and by a majority of the other signatory States. A protocol of the ratifications deposited shall thereupon be drawn up by the Government of the United States of America which shall communicate copies thereof to all the signatory states.

4. The States signatory to the present Charter which ratify it after it has come into force will become original Members of the United Nations on the date of the deposit of their respective ratifications.

Article 111

The present Charter, of which the Chinese, French, Russian, English, and Spanish texts are equally authentic, shall remain deposited in the archives of the Government of the United States of America. Duly certified copies thereof shall be transmitted by that Government to the Governments of the other signatory States.

IN FAITH WHEREOF the representatives of the Governments of the United Nations have signed the present Charter.

DONE at the city of San Francisco the twenty-sixth day of June, one thousand nine hundred and forty-five.

STATUTE OF THE INTERNATIONAL COURT OF JUSTICE

Article 1

The International Court of Justice established by the Charter of the United Nations as the principal judicial organ of the United Nations shall be constituted and shall function in accordance with the provisions of the present Statute.

CHAPTER 1

ORGANIZATION OF THE COURT

Article 2

The Court shall be composed of a body of independent judges, elected regardless of their nationality from among persons of high moral character, who possess the qualifications required in their respective countries for appointment to the highest judicial offices, or are jurisconsults of recognized competence in international law.

Article 3

1. The Court shall consist of fifteen members, no two of whom may be nationals of the same state.
2. A person who for the purposes of membership in the Court could be regarded as a national of more than one state shall be deemed to be a national of the one in which he ordinarily exercises civil and political rights.

Article 4

1. The members of the Court shall be elected by the General Assembly and by the Security Council from a list of persons nominated by the national groups in the Permanent Court of Arbitration, in accordance with the following provisions.
2. In the case of Members of the United Nations not represented in the Permanent Court of Arbitration, candidates shall be nominated by national groups appointed for this purpose by their governments under the same conditions as those prescribed for members of the Permanent Court of

Arbitration by Article 44 of the Convention of The Hague of 1907 for the pacific settlement of international disputes.

3. The conditions under which a state which is a party to the present Statute but is not a Member of the United Nations may participate in electing the members of the Court shall, in the absence of a special agreement, be laid down by the General Assembly upon recommendation of the Security Council.

Article 5

1. At least three months before the date of the election, the Secretary-General of the United Nations shall address a written request to the members of the Permanent Court of Arbitration belonging to the states which are parties to the present Statute, and to the members of the national groups appointed under Article 4, paragraph 2, inviting them to undertake, within a given time, by national groups, the nomination of persons in a position to accept the duties of a member of the Court.

2. No group may nominate more than four persons, not more than two of whom shall be of their own nationality. In no case may the number of candidates nominated by a group be more than double the number of seats to be filled.

Article 6

Before making these nominations, each national group is recommended to consult its highest court of justice, its legal faculties and schools of law, and its national academies and national sections of international academies devoted to the study of law.

Article 7

1. The Secretary-General shall prepare a list in alphabetical order of all the persons thus nominated. Save as provided in Article 12, paragraph 2, these shall be the only persons eligible.

2. The Secretary-General shall submit this list to the General Assembly and to the Security Council.

Article 8

The General Assembly and the Security Council shall proceed independently of one another to elect the members of the Court.

Article 9

At every election, the electors shall bear in mind not only that the persons to be elected should individually possess the qualifications required, but also that in the body as a whole the representation of the main forms of civilization and of the principal legal systems of the world should be assured.

Article 10

1. Those candidates who obtain an absolute majority of votes in the General Assembly and in the Security Council shall be considered as elected.
2. Any vote of the Security Council, whether for the election of judges or for the appointment of members of the conference envisaged in Article 12, shall be taken without any distinction between permanent and non-permanent members of the Security Council.
3. In the event of more than one national of the same state obtaining an absolute majority of the votes both of the General Assembly and of the Security Council, the eldest of these only shall be considered as elected.

Article 11

If, after the first meeting held for the purpose of the election, one or more seats remain to be filled, a second and, if necessary, a third meeting shall take place.

Article 12

1. If, after the third meeting, one or more seats still remain unfilled, a joint conference consisting of six members, three appointed by the General Assembly and three by the Security Council, may be formed at any time at the request of either the General Assembly or the Security Council, for the purpose of choosing by the vote of an absolute majority one name for each seat still vacant, to submit to the General Assembly and the Security Council for their respective acceptance.
 2. If the joint conference is unanimously agreed upon any person who fulfils the required conditions, he may be included in its list, even though he was not included in the list of nominations referred to in Article 7.
 3. If the joint conference is satisfied that it will not be successful in procuring an election, those members of the Court who have already been elected shall, within a period to be fixed by the Security Council, proceed to fill the vacant seats by selection from among those candidates who have obtained votes either in the General Assembly or in the Security Council.
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4. In the event of an equality of votes among the judges, the eldest judge shall have a casting vote.

Article 13

1. The members of the Court shall be elected for nine years and may be re-elected; provided, however, that of the judges elected at the first election, the terms of five judges shall expire at the end of three years and the terms of five more judges shall expire at the end of six years.

2. The judges whose terms are to expire at the end of the above-mentioned initial periods of three and six years shall be chosen by lot to be drawn by the Secretary-General immediately after the first election has been completed.

3. The members of the Court shall continue to discharge their duties until their places have been filled. Though replaced, they shall finish any cases which they may have begun.

4. In the case of the resignation of a member of the Court, the resignation shall be addressed to the President of the Court for transmission to the Secretary-General. This last notification makes the place vacant.

Article 14

Vacancies shall be filled by the same method as that laid down for the first election, subject to the following provision; the Secretary-General shall, within one month of the occurrence of the vacancy, proceed to issue the invitations provided for in Article 5 and the date of the election shall be fixed by the Security Council.

Article 15

A member of the Court elected to replace a member whose term of office has not expired shall hold office for the remainder of his predecessor's term.

Article 16

1. No member of the Court may exercise any political or administrative function, or engage in any other occupation of a professional nature.

2. Any doubt on this point shall be settled by the decision of the Court.

Article 17

1. No member of the Court may act as agent, counsel, or advocate in any case.

2. No member may participate in the decision of any case in which he has previously taken part as agent, counsel, or advocate for one of the parties, or as a member of a national or international court, or of a commission of inquiry, or in any other capacity.

3. Any doubt on this point shall be settled by the decision of the Court.

Article 18

1. No member of the Court can be dismissed unless, in the unanimous opinion of the other members, he has ceased to fulfil the required conditions.

2. Formal notification thereof shall be made to the Secretary-General by the Registrar.

3. This notification makes the place vacant.

Article 19

The members of the Court, when engaged on the business of the Court, shall enjoy diplomatic privileges and immunities.

Article 20

Every member of the Court shall, before taking up his duties, make a solemn declaration in open court that he will exercise his powers impartially and conscientiously.

Article 21

1. The Court shall elect its President and Vice-President for three years; they may be re-elected.

2. The Court shall appoint its Registrar and may provide for the appointment of such other officers as may be necessary.

Article 22

1. The seat of the Court shall be established at The Hague. This, however, shall not prevent the Court from sitting and exercising its functions elsewhere whenever the Court considers it desirable.

2. The President and the Registrar shall reside at the seat of the Court.

Article 23

1. The Court shall remain permanently in session, except during the judicial vacations, the dates and duration of which shall be fixed by the Court.

2. Members of the Court are entitled to periodic leave, the dates and duration of which shall be fixed by the Court, having in mind the distance between The Hague and the home of each judge.

3. Members of the Court shall be bound, unless they are on leave or prevented from attending by illness or other serious reasons duly explained to the President, to hold themselves permanently at the disposal of the Court.

Article 24

1. If, for some special reason, a member of the Court considers that he should not take part in the decision of a particular case, he shall so inform the President.

2. If the President considers that for some special reason one of the members of the Court should not sit in a particular case, he shall give him notice accordingly.

3. If in any such case the member of the Court and the President disagree, the matter shall be settled by the decision of the Court.

Article 25

1. The full Court shall sit except when it is expressly provided otherwise in the present Statute.

2. Subject to the condition that the number of judges available to constitute the Court is not thereby reduced below eleven, the Rules of the Court may provide for allowing one or more judges, according to circumstances and in rotation, to be dispensed from sitting.

3. A quorum of nine judges shall suffice to constitute the Court.

Article 26

1. The Court may from time to time form one or more chambers, composed of three or more judges as the Court may determine, for dealing with particular categories of cases; for example, labour cases and cases relating to transit and communications.

2. The Court may at any time form a chamber for dealing with a particular case. The number of judges to constitute such a chamber shall be determined by the Court with the approval of the parties.

3. Cases shall be heard and determined by the chambers provided for in this Article if the parties so request.

Article 27

A judgment given by any of the chambers provided for in Articles 26 and 29 shall be considered as rendered by the Court.

Article 28

The chambers provided for in Articles 26 and 29 may, with the consent of the parties, sit and exercise their functions elsewhere than at The Hague.

Article 29

With a view to the speedy despatch of business, the Court shall form annually a chamber composed of five judges which, at the request of the parties, may hear and determine cases by summary procedure. In addition, two judges shall be selected for the purpose of replacing judges who find it impossible to sit.

Article 30

1. The Court shall frame rules for carrying out its functions. In particular, it shall lay down rules of procedure.
2. The Rules of the Court may provide for assessors to sit with the Court or with any of its chambers, without the right to vote.

Article 31

1. Judges of the nationality of each of the parties shall retain their right to sit in the case before the Court.
2. If the Court includes upon the Bench a judge of the nationality of one of the parties, any other party may choose a person to sit as judge. Such person shall be chosen preferably from among those persons who have been nominated as candidates as provided in Articles 4 and 5.
3. If the Court includes upon the Bench no judge of the nationality of the parties, each of these parties may proceed to choose a judge as provided in paragraph 2 of this Article.
4. The provisions of this Article shall apply to the case of Articles 26 and 29. In such cases, the President shall request one or, if necessary, two of the members of the Court forming the Chamber to give place to the members of the Court of the nationality of the parties concerned, and, failing such, or if they are unable to be present, to the judges specially chosen by the parties.

5. Should there be several parties in the same interest, they shall, for the purpose of the preceding provisions, be reckoned as one party only. Any doubt upon this point shall be settled by the decision of the Court.

6. Judges chosen as laid down in paragraphs 2, 3, and 4 of this Article shall fulfil the conditions required by Articles 2, 17 (paragraph 2), 20, and 24 of the present Statute. They shall take part in the decision on terms of complete equality with their colleagues.

Article 32

1. Each member of the Court shall receive an annual salary.

2. The President shall receive a special annual allowance.

3. The Vice-President shall receive a special allowance for every day on which he acts as President.

4. The judges chosen under Article 31, other than members of the Court, shall receive compensation for each day on which they exercise their functions.

5. These salaries, allowances, and compensation shall be fixed by the General Assembly. They may not be decreased during the term of office.

6. The salary of the Registrar shall be fixed by the General Assembly on the proposal of the Court.

7. Regulations made by the General Assembly shall fix the conditions under which retirement pensions may be given to members of the Court and to the Registrar, and the conditions under which members of the Court and the Registrar shall have their travelling expenses refunded.

8. The above salaries, allowances, and compensation shall be free of all taxation.

Article 33

The expenses of the Court shall be borne by the United Nations in such a manner as shall be decided by the General Assembly.

CHAPTER II

COMPETENCE OF THE COURT

Article 34

1. Only states may be parties in cases before the Court.

2. The Court, subject to and in conformity with its Rules, may request of public international organizations information relevant to cases before it, and shall receive such information presented by such organizations on their own initiative.

3. Whenever the construction of the constituent instrument of a public international organization or of an international convention adopted thereunder is in question in a case before the Court, the Registrar shall so notify the public international organization concerned and shall communicate to it copies of all the written proceedings.

Article 35

1. The Court shall be open to the states parties to the present Statute.

2. The conditions under which the Court shall be open to other states shall, subject to the special provisions contained in treaties in force, be laid down by the Security Council, but in no case shall such conditions place the parties in a position of inequality before the Court.

3. When a state which is not a Member of the United Nations is a party to a case, the Court shall fix the amount which that party is to contribute towards the expense of the Court. This provision shall not apply if such state is bearing a share of the expenses of the Court.

Article 36

1. The jurisdiction of the Court comprises all cases which the parties refer to it and all matters specially provided for in the Charter of the United Nations or in treaties and conventions in force.

2. The states parties to the present Statute may at any time declare that they recognize as compulsory ipso facto and without special agreement, in relation to any other state accepting the same obligation, the jurisdiction of the Court in all legal disputes concerning:

- a. the interpretation of a treaty;
- b. any question of international law;
- c. the existence of any fact which, if established, would constitute a breach of an international obligation;
- d. the nature or extent of the reparation to be made for the breach of an international obligation.

3. The declarations referred to above may be made unconditionally or on condition of reciprocity on the part of several or certain states, or for a certain time.

4. Such declarations shall be deposited with the Secretary-General of the United Nations, who shall transmit copies thereof to the parties to the Statute and to the Registrar of the Court.

5. Declarations made under Article 36 of the Statute of the Permanent Court of International Justice and which are still in force shall be deemed, as between the parties to the present Statute, to be acceptances of the compulsory jurisdiction of the International Court of Justice for the period which they still have to run and in accordance with their terms.

6. In the event of a dispute as to whether the Court has jurisdiction, the matter shall be settled by the decision of the Court.

Article 37

Whenever a treaty or convention in force provides for reference of a matter to a tribunal to have been instituted by the League of Nations, or to the permanent Court of International Justice, the matter shall, as between the parties to the present Statute, be referred to the International Court of Justice.

Article 38

1. The Court, whose function is to decide in accordance with international law such disputes as are submitted to it, shall apply:

- a. international conventions, whether general or particular, establishing rules expressly recognized by the contesting states;
- b. international custom, as evidence of a general practice accepted as law;
- c. the general principles of law recognized by civilized nations;
- d. subject to the provisions of Article 59, judicial decisions and the teachings of the most highly qualified publicists of the various nations, as subsidiary means for the determination of rules of law.

2. This provision shall not prejudice the power of the Court to decide a case *ex aequo et bono*, if the parties agree thereto.

CHAPTER III

PROCEDURE

Article 39

1. The official languages of the Court shall be French and English. If the parties agree that the case shall be conducted in French, the judgment shall be delivered in French. If the parties agree that the case shall be conducted in English, the judgment shall be delivered in English.

2. In the absence of an agreement as to which language shall be employed, each party may, in the pleadings, use the language which it prefers; the decision of the Court shall be given in French and English. In this case the Court shall at the same time determine which of the two texts shall be considered as authoritative.

3. The Court shall, at the request of any party, authorize a language other than French or English to be used by that party.

Article 40

1. Cases are brought before the Court, as the case may be, either by the notification of the special agreement or by a written application addressed to the Registrar. In either case the subject of the dispute and the parties shall be indicated.

2. The Registrar shall forthwith communicate the application to all concerned.

3. He shall also notify the Members of the United Nations through the Secretary-General, and also any other states entitled to appear before the Court.

Article 41

1. The Court shall have the power to indicate, if it considers that circumstances so require, any provisional measures which ought to be taken to preserve the respective rights of either party.

2. Pending the final decision, notice of the measures suggested shall forthwith be given to the parties and to the Security Council.

Article 42

1. The parties shall be represented by agents.

2. They may have the assistance of counsel or advocates before the Court.

3. The agents, counsel, and advocates of parties before the Court shall enjoy the privileges and immunities necessary to the independent exercise of their duties.

Article 43

1. The procedure shall consist of two parts: written and oral.
2. The written proceedings shall consist of the communication to the Court and to the parties of memorials, counter-memorials and, if necessary, replies; also all papers and documents in support.
3. These communications shall be made through the Registrar, in the order and within the time fixed by the Court.
4. A certified copy of every document produced by one party shall be communicated to the other party.
5. The oral proceedings shall consist of the hearing by the Court of witnesses, experts, agents, counsel, and advocates.

Article 44

1. For the service of all notices upon persons other than the agents, counsel, and advocates, the Court shall apply direct to the government of the state upon whose territory the notice has to be served.
2. The same provision shall apply whenever steps are to be taken to procure evidence on the spot.

Article 45

The hearing shall be under the control of the President or, if he is unable to preside, of the Vice-President; if neither is able to preside, the senior judge present shall preside.

Article 46

The hearing in Court shall be public, unless the Court shall decide otherwise, or unless the parties demand that the public be not admitted.

Article 47

1. Minutes shall be made at each hearing and signed by the Registrar and the President.
2. These minutes alone shall be authentic.

Article 48

The Court shall make orders for the conduct of the case, shall decide the form and time in which each party must conclude its arguments, and make all arrangements connected with the taking of evidence.

Article 49

The Court may, even before the hearing begins, call upon the agents to produce any document or to supply any explanations. Formal note shall be taken of any refusal.

Article 50

The Court may, at any time, entrust any individual, body, bureau, commission, or other organization that it may select, with the task of carrying out an enquiry or giving an expert opinion.

Article 51

During the hearing any relevant questions are to be put to the witnesses and experts under the conditions laid down by the Court in the rules of procedure referred to in Article 30.

Article 52

After the Court has received the proofs and evidence within the time specified for the purpose, it may refuse to accept any further oral or written evidence that one party may desire to present unless the other side consents.

Article 53

1. Whenever one of the parties does not appear before the Court, or fails to defend its case, the other party may call upon the Court to decide in favour of its claim.
2. The Court must, before doing so, satisfy itself, not only that it has jurisdiction in accordance with Articles 36 and 37, but also that the claim is well founded in fact and law.

Article 54

1. When, subject to the control of the Court, the agents, counsel, and advocates have completed their presentation of the case, the President shall declare the hearing closed.
 2. The Court shall withdraw to consider the judgment.
-

3. The deliberations of the Court shall take place in private and remain secret.

Article 55

1. All questions shall be decided by a majority of the judges present.
2. In the event of an equality of votes, the President or the judge who acts in his place shall have a casting vote.

Article 56

1. The judgment shall state the reasons on which it is based.
2. It shall contain the names of the judges who have taken part in the decision.

Article 57

If the judgment does not represent in whole or in part the unanimous opinion of the judges, any judge shall be entitled to deliver a separate opinion.

Article 58

The judgment shall be signed by the President and by the Registrar. It shall be read in open court, due notice having been given to the agents.

Article 59

The decision of the Court has no binding force except between the parties and in respect of that particular case.

Article 60

The judgment is final and without appeal. In the event of dispute as to the meaning or scope of the judgment, the Court shall construe it upon the request of any party.

Article 61

1. An application for revision of a judgment may be made only when it is based upon the discovery of some fact of such a nature as to be a decisive factor, which fact was, when the judgment was given, unknown to the Court and also to the party claiming revision, always provided that such ignorance was not due to negligence.

2. The proceedings for revision shall be opened by a judgment of the Court expressly recording the existence of the new fact, recognizing that it has

such a character as to lay the case open to revision, and declaring the application admissible on this ground.

3. The Court may require previous compliance with the terms of the judgment before it admits proceedings in revision.

4. The application for revision must be made at latest within six months of the discovery of the new fact.

5. No application for revision may be made after the lapse of ten years from the date of the judgment.

Article 62

1. Should a state consider that it has an interest of a legal nature which may be affected by the decision in the case, it may submit a request to the Court to be permitted to intervene.

2. It shall be for the Court to decide upon this request.

Article 63

1. Whenever the construction of a convention to which states other than those concerned in the case are parties is in question, the Registrar shall notify all such states forthwith.

2. Every state so notified has the right to intervene in the proceedings; but if it uses this right, the construction given by the judgment will be equally binding upon it.

Article 64

Unless otherwise decided by the Court, each party shall bear its own costs.

CHAPTER IV

ADVISORY OPINIONS

Article 65

1. The Court may give an advisory opinion on any legal question at the request of whatever body may be authorized by or in accordance with the Charter of the United Nations to make such a request.

2. Questions upon which the advisory opinion of the Court is asked shall be laid before the Court by means of a written request containing an exact statement of the question upon which an opinion is required, and accompanied by all documents likely to throw light upon the question.

Article 66

1. The Registrar shall forthwith give notice of the request for an advisory opinion to all states entitled to appear before the Court.

2. The Registrar shall also, by means of a special and direct communication, notify any state entitled to appear before the Court or international organization considered by the Court, or, should it not be sitting, by the President, as likely to be able to furnish information on the question, that the Court will be prepared to receive, within a time limit to be fixed by the President, written statements, or to hear, at a public sitting to be held for the purpose, oral statements relating to the question.

3. Should any such state entitled to appear before the Court have failed to receive the special communication referred to in paragraph 2 of this Article, such state may express a desire to submit a written statement or to be heard; and the Court will decide.

4. States and organizations having presented written or oral statements or both shall be permitted to comment on the statements made by other states or organizations in the form, to the extent, and within the time limits which the Court, or, should it not be sitting, the President, shall decide in each particular case. Accordingly, the Registrar shall in due time communicate any such written statements to states and organizations having submitted similar statements.

Article 67

The Court shall deliver its advisory opinions in open court, notice having been given to the Secretary-General and to the representatives of Members of the United Nations, of other states and of international organizations immediately concerned.

Article 68

In the exercise of its advisory functions the Court shall further be guided by the provisions of the present Statute which apply in contentious cases to the extent to which it recognizes them to be applicable.

Article 69

Amendments to the present Statute shall be effected by the same procedure as is provided by the Charter of the United Nations for amendments to that Charter, subject however to any provisions which the General Assembly upon

recommendation of the Security Council may adopt concerning the participation of states which are parties to the present Statute but are not Members of the United Nations.

CHAPTER V AMENDMENT

Article 70

The Court shall have power to propose such amendments to the present Statute as it may deem necessary, through written communications to the Secretary-General, for consideration in conformity with the provisions of Article 69.

[Here followed signatures of Representatives of the following nations:—

Argentina	Ethiopia	Paraguay
Australia	France	Peru
Belgium	Greece	Philippine Commonwealth
Bolivia	Guatemala	
Brazil	Haiti	Saudi Arabia
Byelo-Russian Soviet Socialist Republic	Honduras	Syria
	India	Turkey
Canada	Iran	Ukrainian Soviet Socialist Republic
Chile	Iraq	
China	Lebanon	Union of South Africa
Colombia	Liberia	Union of Soviet Socialist Republics
Costa Rica	Luxembourg	
Cuba	Mexico	United Kingdom
Czechoslovakia	Netherlands	United States of America
Denmark	New Zealand	
Dominican Republic	Nicaragua	Uruguay
Ecuador	Norway	Venezuela
Egypt	Panama	Yugoslavia.]
El Salvador		

Endnotes

Endnote 1—About the endnotes

Endnotes

Endnote 1—About the endnotes

The endnotes provide information about this compilation and the compiled law.

The following endnotes are included in every compilation:

Endnote 1—About the endnotes

Endnote 2—Abbreviation key

Endnote 3—Legislation history

Endnote 4—Amendment history

Abbreviation key—Endnote 2

The abbreviation key sets out abbreviations that may be used in the endnotes.

Legislation history and amendment history—Endnotes 3 and 4

Amending laws are annotated in the legislation history and amendment history.

The legislation history in endnote 3 provides information about each law that has amended (or will amend) the compiled law. The information includes commencement details for amending laws and details of any application, saving or transitional provisions that are not included in this compilation.

The amendment history in endnote 4 provides information about amendments at the provision (generally section or equivalent) level. It also includes information about any provision of the compiled law that has been repealed in accordance with a provision of the law.

Editorial changes

The *Legislation Act 2003* authorises First Parliamentary Counsel to make editorial and presentational changes to a compiled law in preparing a compilation of the law for registration. The changes must not change the effect of the law. Editorial changes take effect from the compilation registration date.

If the compilation includes editorial changes, the endnotes include a brief outline of the changes in general terms. Full details of any changes can be obtained from the Office of Parliamentary Counsel.

Misdescribed amendments

A misdescribed amendment is an amendment that does not accurately describe the amendment to be made. If, despite the misdescription, the amendment can

Endnote 1—About the endnotes

be given effect as intended, the amendment is incorporated into the compiled law and the abbreviation “(md)” added to the details of the amendment included in the amendment history.

If a misdescribed amendment cannot be given effect as intended, the abbreviation “(md not incorp)” is added to the details of the amendment included in the amendment history.

Endnotes

Endnote 2—Abbreviation key

Endnote 2—Abbreviation key

ad = added or inserted	o = order(s)
am = amended	Ord = Ordinance
amdt = amendment	orig = original
c = clause(s)	par = paragraph(s)/subparagraph(s) /sub-subparagraph(s)
C[x] = Compilation No. x	pres = present
Ch = Chapter(s)	prev = previous
def = definition(s)	(prev...) = previously
Dict = Dictionary	Pt = Part(s)
disallowed = disallowed by Parliament	r = regulation(s)/rule(s)
Div = Division(s)	reloc = relocated
ed = editorial change	renum = renumbered
exp = expires/expired or ceases/ceased to have effect	rep = repealed
F = Federal Register of Legislation	rs = repealed and substituted
gaz = gazette	s = section(s)/subsection(s)
LA = <i>Legislation Act 2003</i>	Sch = Schedule(s)
LIA = <i>Legislative Instruments Act 2003</i>	Sdiv = Subdivision(s)
(md) = misdescribed amendment can be given effect	SLI = Select Legislative Instrument
(md not incorp) = misdescribed amendment cannot be given effect	SR = Statutory Rules
mod = modified/modification	Sub-Ch = Sub-Chapter(s)
No. = Number(s)	SubPt = Subpart(s)
	<u>underlining</u> = whole or part not commenced or to be commenced

Endnote 3—Legislation history

Endnote 3—Legislation history

Act	Number and year	Assent	Commencement	Application, saving and transitional provisions
Charter of the United Nations Act 1945	32, 1945	24 Sept 1945	22 Oct 1945	
Charter of the United Nations Amendment Act 1993	30, 1993	9 June 1993	9 June 1993 (s 2)	—
Corporations (Repeals, Consequential and Transitional) Act 2001	55, 2001	28 June 2001	ss 4–14 and Sch 3 (item 96): 15 July 2001 (s 2(1), (3) and <i>Gazette</i> 2001, No S285)	ss 4–14
Suppression of the Financing of Terrorism Act 2002	66, 2002	5 July 2002	Sch 3: 13 Dec 2002 (s 2(1) item 6 and <i>Gazette</i> 2002, No S471)	—
Charter of the United Nations Amendment Act 2002	124, 2002	10 Dec 2002	Sch 1: 13 Dec 2002 (s 2(1) item 2) Remainder: 10 Dec 2002 (s 2(1) item 1)	—
International Trade Integrity Act 2007	147, 2007	24 Sept 2007	Sch 1 (items 1–26): 24 Mar 2008 (s 2(1) item 2)	Sch 1 (items 7, 25)
Statute Law Revision Act 2010	8, 2010	1 Mar 2010	Sch 5 (item 27): 1 Mar 2010 (s 2(1) item 31)	—
National Security Legislation Amendment Act 2010	127, 2010	24 Nov 2010	Sch 7: 25 Nov 2010 (s 2(1) item 7)	Sch 7 (item 4)
Public Governance, Performance and Accountability (Consequential and Transitional Provisions) Act 2014	62, 2014	30 June 2014	Sch 8 (item 20) and Sch 14: 1 July 2014 (s 2(1) items 6, 14)	Sch 14

Charter of the United Nations Act 1945

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Compilation No. 14

Compilation date: 1/7/16

Registered: 6/7/16

Endnotes

Endnote 3—Legislation history

Act	Number and year	Assent	Commencement	Application, saving and transitional provisions
as amended by				
Public Governance and Resources Legislation Amendment Act (No. 1) 2015	36, 2015	13 Apr 2015	Sch 2 (items 7–9) and Sch 7: 14 Apr 2015 (s 2)	Sch 7
as amended by				
Acts and Instruments (Framework Reform) (Consequential Provisions) Act 2015	126, 2015	10 Sept 2015	Sch 1 (item 486): 5 Mar 2016 (s 2(1) item 2)	—
Acts and Instruments (Framework Reform) (Consequential Provisions) Act 2015	126, 2015	10 Sept 2015	Sch 1 (item 495): 5 Mar 2016 (s 2(1) item 2)	—
Norfolk Island Legislation Amendment Act 2015	59, 2015	26 May 2015	Sch 2 (items 356–396): 18 June 2015 (s 2(1) item 6) Sch 2 (item 80): 1 July 2016 (s 2(1) item 5)	Sch 2 (items 356–396)
Acts and Instruments (Framework Reform) (Consequential Provisions) Act 2015	126, 2015	10 Sept 2015	Sch 1 (item 106): 5 Mar 2016 (s 2(1) item 2)	—

Endnote 4—Amendment history

Endnote 4—Amendment history

Provision affected	How affected
Title	rs. No. 30, 1993
Preamble	rep. No. 30, 1993
Part 1	
Heading to Part 1	ad. No. 30, 1993
s. 2	rs. No. 147, 2007
	am. No. 8, 2010; No 62, 2014
ss. 2A, 2B	ad. No. 147, 2007
s. 3	rs. No. 30, 1993
s. 4	ad. No. 30, 1993
	am No 59, 2015
Part 2	
Part 2.....	ad. No. 30, 1993
s. 5	ad. No. 30, 1993
Part 3	
Part 3.....	ad. No. 30, 1993
Division 1	
s. 6	ad. No. 30, 1993
	am. No. 147, 2007; No 126, 2015
ss. 7, 8.....	ad. No. 30, 1993
s. 9	ad. No. 30, 1993
	am. No. 55, 2001
ss. 10, 11	ad. No. 30, 1993
Division 2	
ss. 12, 13	ad. No. 30, 1993
s. 13A.....	ad. No. 147, 2007
Part 4	
Heading to Part 4	rs. No. 147, 2007
Part 4.....	ad. No. 66, 2002

Endnotes

Endnote 4—Amendment history

Provision affected	How affected
s. 14	ad. No. 66, 2002 am. No. 147, 2007
s. 15	ad. No. 66, 2002 am. No. 127, 2010
s. 15A.....	ad. No. 127, 2010
ss. 16–18	ad. No. 66, 2002
s. 19	ad. No. 66, 2002 am. No. 127, 2010
Subhead. to s. 20(1)	ad. No. 147, 2007
s. 20	ad. No. 66, 2002 am. No. 147, 2007
Note to s. 20(2), (3).....	ad. No. 147, 2007
Subhead. to s. 21(1)	ad. No. 147, 2007
s. 21	ad. No. 66, 2002 am. No. 147, 2007
Note to s. 21(2)	ad. No. 147, 2007
s. 22	ad. No. 66, 2002 am. No. 124, 2002
s. 22A.....	ad. No. 66, 2002
s. 22B.....	ad. No. 147, 2007
ss. 23–26	ad. No. 66, 2002
Part 5	
Part 5.....	ad. No. 147, 2007
ss. 27, 28	ad. No. 147, 2007
Part 6	
Part 6.....	ad. No. 147, 2007
ss. 29–38	ad. No. 147, 2007
Part 7	
Part 7.....	ad. No. 147, 2007
s. 39	ad. No. 147, 2007

Endnote 5—Miscellaneous**The Schedule—Articles 23, 27, 61 and 109**

Articles 23, 27, 61 and 109 were amended subsequent to the approval of the Charter by the Charter of the United Nations Act 1945 and, as amended to 31 May 1983, are printed below. Notes on the amended Articles are also printed below.

TEXT OF AMENDED ARTICLES

Article 23

1. The Security Council shall consist of fifteen Members of the United Nations. The Republic of China, France, the Union of Soviet Socialist Republics, the United Kingdom of Great Britain and Northern Ireland, and the United States of America shall be permanent members of the Security Council. The General Assembly shall elect ten other Members of the United Nations to be non-permanent Members of the Security Council, due regard being specially paid, in the first instance to the contribution of Members of the United Nations to the maintenance of international peace and security and to the other purposes of the Organization, and also to equitable geographical distribution.

2. The non-permanent members of the Security Council shall be elected for a term of two years. In the first election of the non-permanent members after the increase of the membership of the Security Council from eleven to fifteen, two of the four additional members shall be chosen for a term of one year. A retiring member shall not be eligible for immediate re-election.

3. Each member of the Security Council shall have one representative.

Article 27

1. Each member of the Security Council shall have one vote.

2. Decisions of the Security Council on procedural matters shall be made by an affirmative vote of nine members.

3. Decisions of the Security Council on all other matters shall be made by an affirmative vote of nine members including the concurring votes of the permanent members; provided that, in decisions under Chapter VI, and under paragraph 3 of Article 52, a party to a dispute shall abstain from voting.

Article 61

1. The Economic and Social Council shall consist of fifty-four Members of the United Nations elected by the General Assembly.
2. Subject to the provisions of paragraph 3, eighteen members of the Economic and Social Council shall be elected each year for a term of three years. A retiring member shall be eligible for immediate re-election.
3. At the first election after the increase in the membership of the Economic and Social Council from twenty-seven to fifty-four members, in addition to the members elected in place of the nine members whose term of office expires at the end of that year, twenty-seven additional members shall be elected. Of these twenty-seven additional members, the term of office of nine members so elected shall expire at the end of one year, and of nine other members at the end of two years, in accordance with arrangements made by the General Assembly.
4. Each member of the Economic and Social Council shall have one representative.

Article 109

1. A General Conference of the Members of the United Nations for the purpose of reviewing the present Charter may be held at a date and place to be fixed by a two-thirds vote of the members of the General Assembly and by a vote of any nine members of the Security Council. Each Member of the United Nations shall have one vote in the conference.
2. Any alteration of the present Charter recommended by a two-thirds vote of the conference shall take effect when ratified in accordance with their respective constitutional processes by two thirds of the Members of the United Nations including all the permanent members of the Security Council.
3. If such a conference has not been held before the tenth annual session of the General Assembly following the coming into force of the present Charter, the proposal to call such a conference shall be placed on the agenda of that session of the General Assembly, and the conference shall be held if so decided by a majority vote of the members of the General Assembly and by a vote of any seven members of the Security Council.

NOTES ON AMENDED ARTICLES

Amendments to Articles 23, 27 and 61 of the Charter of the United Nations, adopted by the General Assembly on 17 December 1963, came into force on 31 August 1965. A further amendment to Article 61, adopted by the General Assembly on 20 December 1971, came into force on 24 September 1973. An amendment to Article 109, adopted by the General Assembly on 20 December 1965, came into force on 12 June 1968.

The amendment to Article 23 enlarged the membership of the Security Council from eleven to fifteen.

The amended Article 27 provides that decisions of the Security Council on procedural matters shall be made by an affirmative vote of nine members (formerly seven) and on all other matters by an affirmative vote of nine members (formerly seven), including the concurring votes of the five permanent members of the Security Council.

The first amendment to Article 61 enlarged the membership of the Economic and Social Council from eighteen to twenty-seven. The further amendment to Article 61 enlarged the membership of the Economic and Social Council to fifty-four members.

The amendment to Article 109 provides that a General Conference of Member States for the purpose of reviewing the Charter may be held at a date and place to be fixed by a two-thirds vote of the members of the General Assembly and by a vote of any nine members (formerly seven) of the Security Council.

The Schedule—Poland

Poland, which signed the Charter on 15 October 1945 (being a date subsequent to the date on which the *Charter of the United Nations Act 1945* received the Royal Assent), is also an original member.



The APRA – ASIC Relationship

The role of APRA

The Australian Prudential Regulation Authority (**APRA**) is Australia's financial system **prudential** regulator. It is responsible for promoting the prudent management of regulated institutions so that they can meet their financial obligations under all reasonable circumstances. In doing so, APRA's objective is to protect Australian depositors, insurance policyholders and superannuation fund members, and to promote financial stability more broadly.

APRA supervises banks, credit unions, building societies, general insurance and reinsurance companies, life insurance, private health insurance, friendly societies and most of the superannuation industry.

The role of ASIC

The Australian Securities and Investments Commission (**ASIC**) is Australia's financial markets **conduct** regulator. It is responsible for promoting a fair, transparent and efficient financial system for all.

ASIC regulates the conduct of Australian companies, financial markets, financial services organisations (including banks, life and general insurers and superannuation funds) and professionals who deal in and advise on investments, superannuation, insurance, deposit-taking and credit. ASIC is also responsible for authorisations to operate in industries it regulates.

See also **Regulation of superannuation entities by APRA and ASIC**

Cooperation and information sharing between ASIC and APRA

APRA and ASIC have a strong working relationship. Both agencies regularly consult and engage on matters of shared interest relating to financial sector entities. Cooperation between APRA and ASIC is important to achieve efficient regulatory outcomes and requires balancing the differing interests arising from each agency's role in regulating the financial services industry.

APRA and ASIC maintain a continual dialogue, which is facilitated through:

- specified APRA - ASIC liaison representatives;
- regular liaison meetings at an operational level to provide updates on, and input into, matters of mutual interest or concern;
- liaison between Agency Heads on a regular basis;
- additional meetings on specific matters involving jointly-regulated institutions or industry-wide projects, as needed;
- internal guidance and training provided to staff on liaising with the other agency; and
- information or training sessions held across both agencies on issues of common interest.

APRA and ASIC have a **Memorandum of Understanding** (MoU), which acknowledges the need for full collaboration and co-operation between the agencies to effectively discharge our respective responsibilities. Under the MoU, APRA and ASIC have agreed:

- to provide each other with mutual assistance in a timely manner in relation to the exchange of information;
- to refer appropriate matters to the other agency;
- to cooperate in relation to areas of mutual interest in regulation, compliance, policy matters and enforcement; and
- to facilitate cooperation in joint inspections or task forces.

APRA and ASIC proactively seek to identify information that may be of interest to the other agency and provide this information in a timely manner. For example, APRA may obtain information about a financial sector entity that suggests the entity:

- may have breached legislation that ASIC is responsible for enforcing;
- is not making the relevant disclosures required in public documents or that disclosure material may include false and misleading statements;
- has engaged in misconduct such as fraud, insider trading or market manipulation;
- may have systemic problems in its ability to comply with its various financial services obligations following initial concerns identified by APRA about the entity's governance and risk management framework; or
- has qualifications in internal or external audit reports that indicate non-compliance with any ASIC requirements.

Where APRA suspects that an entity may have contravened an ASIC administered law, APRA will encourage the entity to self-report the issue to ASIC. In some circumstances, it may be more appropriate to directly inform ASIC, including when the matter is urgent or where there is reason to believe that any delay may frustrate ASIC's information-gathering or enforcement processes.

ASIC may proactively provide information to APRA, including where:

- ASIC has identified concerns with an entity that is also regulated by APRA;
- ASIC is conducting surveillance at an industry-wide level, as APRA is similarly interested in understanding industry-wide risks; or
- APRA and ASIC may be able to work collaboratively on regulatory issues (for example, collaborating to address significant emerging regulatory concerns relating to an entity regulated by both APRA and ASIC).

Disclosure of protected information

Information about financial sector entities received by APRA or ASIC is generally protected under the relevant secrecy provisions in the *Australian Prudential Regulation Authority Act 1998* (Cth) or the confidentiality provisions in the *Australian Securities and Investments Commission Act 2001* (Cth). However, the legislation is not an impediment to information-sharing; it permits APRA and ASIC to share protected information with each other to further their respective regulatory mandates.

Other forms of information sharing

APRA collects data from financial sector entities under the *Financial Sector (Collection of Data) Act 2001* (Cth) for a number of purposes, including to assist other financial sector agencies, such as ASIC, to perform their functions or exercise their powers.

As members of the Council of Financial Regulators, APRA and ASIC also regularly liaise with other financial regulatory agencies including the Reserve Bank of Australia and the Australian Treasury to ensure actions are aligned and where necessary, coordinated with the work of other bodies.

APRA and ASIC also coordinate with each other in relation to our various roles in international regulatory bodies, such as the Financial Stability Board, Basel Committee on Banking Supervision, the International Association of Insurance Supervisors, the International Organization of Securities Commissions and the International Organisation of Pension Supervisors.

Last updated: 03/08/2018 04:51