

This is a separation agreement dated June 20th, 2016 at OTTAWA, ONTARIO

Between

DEVORAH FRIEDMAN

(Devorah)

AND

BARRY FRIEDMAN

(Barry)

I. Background

1. Devorah and Barry were married on October 29, 1979.
2. The parties have resided separate and apart under the same roof since November 1, 2014. The parties will continue living separate and apart and will physically separate upon the sale of the home.
3. Devorah is self-employed as dog handler and earns an annual income of approximately \$25,000.
4. Barry is retired and earns an annual income of approximately \$12,000.00 from CPP and OAS income.
5. Their eight eldest children are adults and self-supporting. Aidel, born March 3, 1997 and Yehuda, born December 28, 1994 continue to be "children of the marriage".
6. They agree to be bound by this Agreement which settles all issues between them.
7. This Agreement replaces all oral or written agreements made between the parties.

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II. Definitions

1. In this Agreement:
 - a. "child(ren)" means either Aidel and Yehuda;
 - b. "cohabit" means to live with another person in a relationship resembling marriage;
 - c. "equalization payment" means the payment referred to in s. 5(1) of the Family Law Act; "CRA" means Canada Revenue Agency;
 - d. "Guidelines" means the Federal Child Support Guidelines, as defined in s. 2(1) of the Divorce Act,
 - e. "matrimonial home" means the property at 480 Tweedsmuir Avenue in Ottawa, Ontario;
 - f. "net family property" means net family property as defined in the Family Law Act; and
 - g. "property" means property as defined in the Family Law Act.
 - h. "Get" means a document written for the purposes of a Jewish Divorce.
2. Any legislation defined in this section includes its regulations and any amending or successor legislation.
 - a. "Arbitration Act" means the Arbitration Act, 1991, S.O. 1991, c. 17;
 - b. "Children's Law Reform Act" means the Children's Law Reform Act, R.S.O. 1990, c. C.12;
 - c. "Divorce Act" means the Divorce Act, R.S.C. 1985, c. 3 (2nd Supp.);
 - d. "Estates Act" means the Estates Act, R.S.O. 1990, c. E.21;
 - e. "Family Law Act" means the Family Law Act, R.S.O. 1990, c. F.3;
 - f. "Health Care Consent Act" means the Health Care Consent Act, 1996, S.O. 1996, c. 2, Sch A;
 - g. "Insurance Act" means the insurance Act, R.S.O. 1990, c. .LI;
 - h. "Partition Act" means the Partition Act, R.S.O. 1990, c. P.4;
 - i. "Substitute Decisions Act" means the Substitute Decisions Act, 1992, S.O. 1992, c. 30;
 - j. "Succession Law Reform Act" means the Succession Law Reform Act, R.S.O. 1990, c. S.26;
 - k. "Trustee Act" means the Trustee Act, R.S.O. 1990, c. T.23.

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III. Freedom From The Other

1. Devorah and Barry will not harass or speak ill of each other.

IV. Parenting

1. All of the parties children are over the age of 18. Therefore, the issues of custody and access no longer apply to the children. However, the parties acknowledge that Aidel and Yehuda are both still pursuing full time education.
2. When the parties reside separate and apart after the matrimonial home is sold, Aidel and Yehuda will reside primarily with Devorah.

V. Child Support

1. Neither party will have an obligation to pay ongoing child support to the other for the children. Rather, each party will support the children while they are in his or care. Any application of the Guidelines would result in an amount of child support that is inappropriate. The parties' present child support arrangements are reasonable and meet the objectives of the Guidelines.
2. The parties will assist the children with their education expenses as they are able.

VI. Spousal Support Release

1. Devorah and Barry are financially independent of each other and release his or her rights to spousal support from the other, now and forever.
2. Devorah and Barry intend this Agreement to be forever final and non-variable.
3. For greater certainty, the parties acknowledge that:
 - i. they have negotiated this Agreement in an unimpeachable fashion and that the terms of this Agreement fully represent their intentions and expectations;
 - ii. they have had independent legal advice or have been advised to obtain independent legal advice prior to executing this release, and that they have had all the disclosure they have requested and require to understand the nature and consequences of this Agreement, and to come to the conclusion, as they do, that the terms of this Agreement, including the release of all spousal support rights, reflect an equitable sharing of the economic consequences of their relationship and its breakdown;
 - iii. the terms of this Agreement substantially comply with the overall objectives of the Divorce Act now and in the future;

Initials: _____

- iv. they require the courts to respect their autonomy to achieve certainty and finality in their lives;
 - v. the terms of this Agreement and, in particular, this release of spousal support, reflect his and her own particular objectives and concerns, and are intended to be a final and certain settling of all spousal support issues between them. Among other considerations, they are also relying on this spousal release, in particular, upon which to base their future lives.
4. Devorah and Barry specifically wish to be able to pursue their separate and independent lives, no matter what changes may occur. Devorah and Barry specifically anticipate that one or both of them may lose their jobs, become ill and be unable to work, have additional child care responsibilities that will interfere with their ability to work, find their financial resources diminished or exhausted whether through their own fault or not, or be affected by general economic and family conditions changing over time. Changes in their circumstances may be catastrophic, unanticipated or beyond their imagination. Nevertheless, no change, no matter how extreme or consequential for either or both of them, will alter this Agreement and their view that the terms of this Agreement reflect their intention to always be separate financially. Devorah and Barry fully accept that no change whatsoever in either or both of their circumstances will entitle either of them to spousal support from the other, now and forever.
5. In short, the parties expect the courts to enforce fully this spousal support release no matter what occurs in the future.

VII. Property

1. The parties acknowledge that the list of their significant assets indicating the division thereof is attached as Schedule "A".

VIII. Matrimonial Home

- 1. The parties own the matrimonial home jointly.
- 2. The property has been sold to a third party.
- 3. The parties will direct the lawyer on the sale to pay these expenses from the sale proceeds:
 - a. real estate commission;
 - b. adjustments for taxes, utilities, municipal fees or levies;
 - c. legal fees;
 - d. amounts required to discharge registration fees;
- 4. After paying these amounts, the remaining proceeds will be divided equally between the parties.

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5. Devorah is utilizing funds from the shared line of credit as interim financing to facilitate her house purchase pending the sale of the matrimonial house and is obligated to repay the said funds, (\$214,375.64) plus interest accruing, from her share of the proceeds of the sale of the Matrimonial House.
6. Devorah and Barry will equally divide their household contents. If the parties cannot agree on a division, they agree to use the services of a mediator for mediation/arbitration. In other words, the parties agree to meet with a mutually agreeable mediator for one hour. If, after one hour, the issue has not been resolved, the mediator can then grant a decision under arbitration and the parties will be bound by that decision.

IX. Debts

1. Devorah and Barry will each be solely responsible for payment of each one's own personal debts and liabilities, and will indemnify the other from any expense or liability with respect to each one's own personal debts and liabilities.
2. Neither Devorah nor Barry will pledge the credit of the other or bind the other for any debts either may incur after the signing of this Agreement. Devorah and Barry acknowledge that they have not pledged the credit of the other since separation with the exception stated in VIII.5.
3. In this Agreement, one party's indemnification of the other with respect to a debt will be enforceable as a consent to judgment in favour of the party owed the indemnity and against the party owing it in the amount of the liability, plus the costs incurred to obtain the judgment and enforce it.

X. Releases

1. This Agreement is a full and final settlement of all issues between Devorah and Barry and all rights and obligations arising out of their relationship.
2. Except as otherwise provided in this Agreement, Devorah and Barry release each other from all claims at common law, in equity or by statute against each other, including claims under the Divorce Act, the Family Law Act, and the Succession Law Reform Act.
3. In consideration of and on completion of the parties' mutual obligations in this Agreement, and except as otherwise provided in this Agreement, Devorah and Barry:
 - a. release each other from all claims either may have against the other now or in the future under the terms of any statute, in equity or the common law, including all claims under the Divorce Act, the Family Law Act, and the Succession Law Reform Act, for:

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- i. possession of property;
 - ii. ownership of property;
 - iii. division of property;
 - iv. compensation for contributions to property;
 - v. monetary or proprietary remedies for unjust enrichment including claims where there is a joint family venture;
 - vi. claims in trust, including any claims to a constructive or resulting trust; and
 - vii. an equalization payment.
 - b. will be entitled to retain their respective property free from any claim by the other party, and will be free to deal with or dispose of their respective property as they deem fit;
 - c. will not claim any share or interest in the other party's property;
4. General Terms

Domestic Contract

- A. Devorah and Barry each acknowledges and agrees that this Agreement is a separation agreement entered into under section 54 of the Family Law Act, and is a domestic contract that prevails over all matters dealt with in the Family Law Act.

No Representations

- B. There are no representations, collateral agreements, warranties or conditions affecting this Agreement. There are no implied agreements arising from this Agreement and this Agreement between the parties constitutes the complete agreement between them.

Reconciliation

- C. If Devorah and Barry agree to try and reconcile their relationship but they cohabit for no longer than 90 days, this Agreement will not be affected. If they cohabit for more than 90 days, this Agreement will become void, except that any transfers or payments made to that time will not be affected or invalidated.

Invalidity of Terms

- D. Except as otherwise provided in this Agreement, the invalidity or unenforceability of any term of this Agreement does not affect the validity or enforceability of any other term. Any invalid term will be treated as severed from the remaining terms.

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Headings

- E. The section headings contained in this Agreement are for convenience only and do not affect the meaning or interpretation of any term of this Agreement.

Divorce

- F. Either party may proceed with an Application for Divorce on the grounds of separation for one year from January 1, 2013. The other party will cooperate with the service of the Application. The divorce will proceed on an uncontested basis.
- G. The costs of any application for a divorce judgment or order will be shared equally between the parties to a maximum of \$1,000 or \$600.00 each.
- H. If a divorce judgment or order issues, all of the terms of this Agreement will continue.
- I. The costs of a religious divorce ("get") will be shared equally between the parties to a maximum of 1500 or \$750 each.

Laws of Ontario

- J. The interpretation of this Agreement is governed by the laws of Ontario.

Binding on Estate

- K. This Agreement survives the death of Devorah and Barry and enures to the benefit of and binds Devorah and Barry's heirs, executors, estate trustees, personal representatives and assigns.

Amendments in Writing

- L. Any amendments to this Agreement must be in writing, signed by the parties, dated and witnessed.

Sign Any Documents

- M. Devorah and Barry will sign any documents necessary to give effect to this Agreement.

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Financial Disclosure

- N. Devorah and Barry have disclosed their income, assets and other liabilities existing at the date of marriage, separation and the date of this Agreement. Each is fully and completely satisfied that they have obtained all the disclosure necessary to enter into this Agreement and each hereby waives his or her right to any further disclosure of income, assets or liabilities from the other party.
- O. The parties acknowledge that section 56(a) of the Family Law Act, that provides as follows:

"56(4) A court may, on application, set aside a domestic contract or a provision in it,

- a. if a party failed to disclose to the other significant assets, or significant debts or other liabilities, existing when the domestic contract was made."

Failure to Insist

- P. Devorah or Barry's failure to insist on the strict performance of any terms in this Agreement will not be a waiver of any term.

Costs

- Q. The parties will pay their own costs for the negotiation and preparation of this Agreement.
- a. Devorah has had independent legal advice from Darrin L. Clayton.
- b. Barry has had independent legal advice from D. Larry Segal
- c. Devorah and Barry:
- i. understand their respective rights and obligations under this Agreement and its nature and consequences;
 - ii. acknowledge that this Agreement is fair and reasonable;
 - iii. acknowledge that they are not under any undue influence or duress; and
 - iv. acknowledge that both are signing this Agreement voluntarily.

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Consent

- R. Where consent is required under this Agreement, it will not be unreasonably withheld.

Effective Date

- S. The effective date of this Agreement is the date on which the latter party signs it.

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TO EVIDENCE THEIR AGREEMENT DEVORAH AND
BARRY HAVE SIGNED THIS AGREEMENT BEFORE A
WITNESS.

DATED _____ in the CITY OF
OTTAWA, ONTARIO

Witness

Devorah Friedman

Print Name of Witness:

DATED _____ in the CITY OF
OTTAWA, ONTARIO

Witness

Barry Friedman

Print Name of Witness:

Initials: _____