

DATED: _____

Between:

Devorah Friedman

and

Barry Friedman

SEPARATION AGREEMENT

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THIS IS A SEPARATION AGREEMENT DATED _____

Between

DEVORAH FRIEDMAN

(Devorah)

AND

BARRY FRIEDMAN

(Barry)

1. Background

- 1.1 Devorah and Barry were married on October 29, 1979.
- 1.2 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.
- 1.3 Devorah is self-employed as dog handler and earns an annual income of approximately \$25,000.00. Barry is retired and earns an annual income of approximately \$12,000.00 from CPP and OAS income.
- Devorah and Barry have ten children, namely Elie (36), Max (34), Joseph (32), Solomon (30), Shifrah (27), Asher (25), Nechama (23), Meir (22), Yehuda (20), and Aidel (18).
- 1.4 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".
- 1.5 They agree to be bound by this Agreement which settles all issues between them.
- 1.6 This Agreement replaces all oral or written agreements made between the parties.

2. Definitions

- 2.1 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) "cottage" means the property at 1037 Oak Lane South, Sharbot Lake, Ontario;

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- (d) "equalization payment" means the payment referred to in s. 5(1) of the *Family Law Act*;
- (e) "CRA" means Canada Revenue Agency;
- (f) "Guidelines" means the Federal Child Support Guidelines, as defined in s. 2(1) of the *Divorce Act*;
- (g) "matrimonial home" means the property at 480 Tweedsmuir Avenue in Ottawa, Ontario;
- (h) "net family property" means net family property as defined in the *Family Law Act*; and
- (i) "property" means property as defined in the *Family Law Act*.

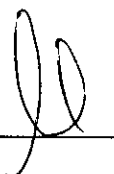
2.2 Any legislation defined in this section includes its regulations and any amending or successor legislation.

- (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. I.8;
- (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.

3. Freedom From The Other

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

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4. Parenting

- 4.1 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.
- 4.2 When the parties reside separate and apart after the matrimonial home is sold, Aidel and Yehuda will reside primarily with Devorah.

5. Child Support

- 5.1 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.
- 5.2 The parties will assist the children with their education expenses as they are able.

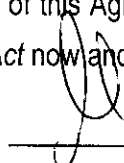
6. Spousal Support Release

6.1

- (a) Devorah and Barry are financially independent of each other and release his or her rights to spousal support from the other, now and forever.
- (b) Devorah and Barry intend this Agreement to be forever final and non-variable.
- (c) 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;

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- (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.
- (d) 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.
- (e) In short, the parties expect the courts to enforce fully this spousal support release no matter what occurs in the future.

7. Property

7.1 The parties acknowledge that the following is a list of their significant assets:

- (a) Cottage property in Sharbot Lake valued at approximately \$235,000.00;
- (b) Matrimonial home valued at approximately \$550,000.00 (market to determine exact value);
- (c) RRSP savings in Devorah's name in the amount of \$43,000.00.

7.2 On signing this Agreement, Devorah will rollover from her RRSP to Barry's RRSP the sum of \$21,500.00 pursuant to s. 146(16) of the *Income Tax Act*. Devorah will also complete Form T2220 and deliver it immediately to Barry to effect the rollover.

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7.3 Devorah confirms that these RRSPs are not locked in and are available now for Barry to transfer to other RRSP assets or collapse. Devorah also confirms that Barry is not liable for any commissions or other charges on the transfer or collapse of these RRSPs except his own income tax.

7.4 With this RRSP transfer and the provisions of the Cottage and Matrimonial Home sections below, the parties agree that they have divided their net family properties to their mutual satisfaction under Part I of the *Family Law Act*. Neither party will owe any further equalization payment to the other.

8. Cottage

8.1 The parties owned the cottage jointly. The cottage has been sold to a third party.

8.2 The parties confirm that the lawyer on the sale paid these expenses from the cottage sale proceeds:

- (a) real estate commission;
- (b) adjustments for taxes, utilities, municipal fees or levies;
- (c) amounts required to discharge registered encumbrances;
- (d) legal fees and disbursements relating to the sale; and
- (e) all other sale adjustments.

8.3 After paying these amounts, the parties acknowledge that they made a joint payment to their line of credit in the amount of approximately \$220,000.00 which resulted in a credit on the line of approximately \$80,000.00.

9. Matrimonial Home

9.1 The parties own the matrimonial home jointly.

9.2 Devorah and Barry will list the matrimonial home for sale forthwith with a realtor. They will accept the first reasonable offer to purchase the property.

9.3 If they cannot agree on any sale terms, Devorah and Barry consent to a judicial sale under section 23 of the *Family Law Act*. Either may apply to court on short notice for approval of the acceptance of an offer to purchase.

9.4 The parties will direct the lawyer on the sale to pay these expenses from the matrimonial home sale proceeds:

- (a) real estate commission;

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- (b) adjustments for taxes, utilities, municipal fees or levies;
- (c) amounts required to discharge registered credit;
- (d) legal fees and disbursements relating to the sale; and
- (e) all other sale adjustments.

9.5 After paying these amounts, the remaining proceeds will be divided equally between the parties.

9.6 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.

10. Debts

10.1 Devorah and Barry have a joint line of credit which is secured against the matrimonial home. The line of credit is currently in a credit situation and the parties will each receive one half of the credit when the matrimonial home is sold.

10.2 The parties agree that neither will charge any further expenses to the joint line of credit between the date of this Agreement and the date that it is paid in full with the expressed written consent of the other party (email is sufficient). If, contrary to this section, either party charges to the joint line of credit without the other party's written consent, they will pay back the expense they added to the joint line of credit out of their share of the net proceeds of sale of the home.

10.3 The parties acknowledge that with the sale of the cottage property to a third party, there will be capital gains taxes payable on the sale. Each party agrees to be responsible for one-half of the capital gains taxes associated with the cottage property.

10.4 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.

10.5 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.

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- 10.6 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.

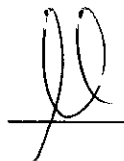
11. Pensions

- 11.1 Either party may apply for a division of Canada Pension Plan credits.

12. Releases

- 12.1 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.
- 12.2 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*.
- 12.3 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:
 - (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;

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- (d) in the case of RRSPs, RRIFs, registered or unregistered private or employment pensions, life insurance and any such similar property, disclaim any and all rights arising from and benefits payable to them from the other party's plans, including any survivor benefits and other rights or benefits which may arise on the death of the other, or any designations to the contrary that predate this Agreement.

13. General Terms

Domestic Contract

- 13.1 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

- 13.2 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

- 13.3 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

- 13.4 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.

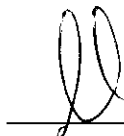
Headings

- 13.5 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

Initials:





13.6 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.

13.7 The costs of any application for a divorce judgment or order will be shared equally between the parties to a maximum of \$1,200.00 or \$600.00 each.

13.8 If a divorce judgment or order issues, all of the terms of this Agreement will continue.

Laws of Ontario

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

Binding on Estate

13.10 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

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

Sign Any Documents

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

Financial Disclosure

13.13 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.

13.14 The parties acknowledge that section 56(4)(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

13.15 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

Initials:





13.16 The parties will pay their own costs for the negotiation and preparation of this Agreement.

Independent Legal Advice - **Barry should strike out either (b) or (c), whichever does not apply**

13.17

- (a) Devorah has had independent legal advice from DARRIN L. CLAYTON.
- (b) Barry has had independent legal advice from _____.

Strike out (b) if not applicable

- (c) Barry has been told to obtain independent legal advice, has had the opportunity to obtain independent legal advice, and has declined it. Barry will execute the attached Schedule, "Waiver of Independent Legal Advice".

Strike out (c) if not applicable

- (d) 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.

Consent

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

Effective Date

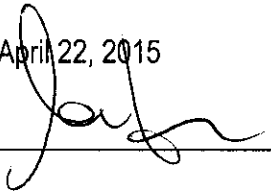
13.19 The effective date of this Agreement is the date on which the latter party signs it.

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

DATE: April 22, 2015



Witness

Print Name of Witness: Darrin L. Clayton



Devorah Friedman

DATE:

Witness

Barry Friedman

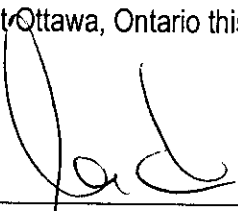
Print Name of Witness: _____

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, DARRIN L. CLAYTON, of the City of Ottawa , in the Province of Ontario, Barrister and Solicitor, certify that I was consulted by Devorah Friedman, one of the parties to the attached Separation Agreement with respect to her rights and obligations under this Agreement.

I acted only for Devorah Friedman and fully explained to her the nature and effect of the Agreement. Devorah Friedman acknowledged that she completely understood the nature and effect of the Agreement. Devorah Friedman executed the Agreement in front of me and confirmed that she was entering into the Agreement of her own volition without any fear, threats, compulsion or influence by Barry Friedman or any other person.

Dated at Ottawa, Ontario this 22nd day of April, 2015:



DARRIN L. CLAYTON

CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, _____, of the City of Ottawa, in the Province of Ontario, Barrister and Solicitor, certify that I was consulted by Barry Friedman, one of the parties to the attached Separation Agreement with respect to his rights and obligations under this Agreement.

I acted only for Barry Friedman and fully explained to him the nature and effect of the Agreement. Barry Friedman acknowledged that he completely understood the nature and effect of the Agreement. Barry Friedman executed the Agreement in front of me and confirmed that he was entering into the Agreement of his own volition without any fear, threats, compulsion or influence by Devorah Friedman or any other person.

Dated at Ottawa, Ontario this _____ day of _____, 2015

A handwritten signature in black ink, consisting of a stylized 'B' followed by a flourish.