

THIS IS A MARRIAGE CONTRACT DATED AUGUST, 2019

Between

Chantal Aimee Gouveia

(Chantal)

AND

Nathan Younger

(Nathan)

1. Background

1.1 Chantal and Nathan intend to marry on August 10, 2019.

1.2 Chantal was born on April 1, 1986 and is currently 33 years old. Nathan was born on June 6, 1981 and is currently 38 years old.

1.3 Both Chantal and Nathan currently enjoy excellent states of health.

1.4 Chantal works as a travel consultant and is currently employed by Kensington Tours, earning approximately \$43,000.00 per annum base salary, plus commission. In ~~the 2018 fiscal year~~ Chantal earned ~~\$85,806.00, including \$~~ \$85,806.00 ~~base salary plus \$~~ base salary plus \$ ~~commission. Commission~~ of \$40,000.00, giving her a take home income of \$83,000.00.

1.5 Nathan works as an insurance sales agent and is currently employed by TD Insurance, earning approximately ~~\$63,000.00~~ \$53,306.50 per annum ~~(including base salary, plus and bonuses).~~

1.6 Each party is self-supporting and expects to remain self-supporting for the rest of each of their respective lives, notwithstanding their intended marriage.

1.7 Chantal does not have any children.

1.8 Nathan does not have any children.

1.9 The parties do not intend to have any children together.

~~1.9~~ 1.10 The parties have resided together since approximately the month of April, 2011.

~~1.10~~ 1.11 The parties have been living in an apartment at 301 - 1510 Bathurst St in Toronto, which is rented by both Chantal and Nathan as tenants.

~~1.11~~ 1.12 Each party agrees with the other to be bound by the terms of this contract.

~~1.12~~ 1.13 This Agreement replaces all oral or written agreements made between the parties.

2. Definitions

2.1 In this Agreement:

- (a) 'breakdown of the relationship' means the earliest of:
 - (i) the date on which the parties separate with no reasonable prospect that they will resume cohabitation;
 - (ii) the date on which one of the parties gives notice to the other in writing of an intention to live separate and apart;
 - (iii) the date of the dissolution of the parties' marriage;
 - (iv) the date of the annulment of the parties' marriage; or
 - (v) the date of death of either party;
- (b) "equalization payment" means the payment referred to in s. 5(1) of the *Family Law Act*;
- (c) "family residence" "FR" means any property that the parties purchase during the marriage (i.e. after the date of marriage) and ordinarily occupy as their family residence. ~~The~~ family residence may qualify as a matrimonial home;
- (d) "matrimonial home" means matrimonial home as defined in the *Family Law Act*;
- (e) "net family property" means net family property as defined in the *Family Law Act*;
- (f) "property" means property as defined in the *Family Law Act*;
- (g) "spousal support" includes support, alimony, maintenance or similar allowance, whether interim, permanent or variable, in this or any jurisdiction;
- (h) "will" means a testament, codicil, appointment by will or by writing in the nature of a will in exercise of a power, and any other testamentary disposition or instrument.

2.2 Any reference to a statute means the legislation bearing that name at the time the Agreement is signed and includes its regulations and any amending or successor legislation, unless otherwise specifically indicated. For example, "*Family Law Act*" means the *Family Law Act*, R.S.O. 1990, c. F.3, as amended, and includes O.Reg. 391/97.

3. Purpose of Contract

3.1 With respect to spousal support, Chantal and Nathan intend by this Agreement to waive any and all spousal support rights and obligations that have arisen or that may arise under the *Family Law Act*, the *Divorce Act*, the *Succession Law Reform Act*, and any other applicable legislation or

law, now or in the future, at law or in equity, from their marriage and/or in the event of a breakdown of the relationship.

3.2 With respect to property, Chantal and Nathan intend by this Agreement:

- (a) to restrict or modify their rights and obligations relating to property, as specifically provided herein, that have arisen or that may arise under the *Family Law Act*, the *Succession Law Reform Act*, and any other applicable legislation or law, now or in the future, at law or in equity, from their marriage and/or in the event of a breakdown of the relationship. In particular, the parties wish to ~~to~~ make specific provisions for the division of the family residence.
- (b) to acknowledge that except as otherwise expressly provided in this Agreement, each of them will be entitled to any and all rights and obligations relating to their property that have arisen or that may arise under the *Family Law Act*, the *Succession Law Reform Act*, and any other applicable legislation or law, now or in the future, at law or in equity, from their marriage and/or in the event of a breakdown of the relationship.

4. Spousal Support

4.1

- (a) Chantal and Nathan acknowledge that they wish to remain completely financially independent of each other. The parties, at all times during their cohabitation, marriage, or upon a breakdown of the relationship, are deemed to be self-supporting and responsible for their own support, there being no express or implied agreement that either party has a responsibility to support or maintain the other party. The parties acknowledge their own respective obligation and ability to obtain and maintain employment sufficient for their own support, and to use their own capital for their own support without recourse against the other party.
- (b) Chantal and Nathan:
 - (i) release each other and their heirs, executors and administrators from all claims and rights that each has to support;
 - (ii) will not maintain, commence or prosecute or cause to be maintained, commenced or prosecuted any action against the other for support;arising out of their cohabitation, marriage, or upon a breakdown of the relationship, under the *Family Law Act*, the *Divorce Act*, the *Succession Law Reform Act*, or under any

other presently existing legislation or future legislation, whether in this jurisdiction or any other jurisdiction.

- (c) Chantal and Nathan realize that their respective financial circumstances may change in the future, by reason of career reversals, loss of employment, retirement, lack of employment opportunities, contingencies of life including illness and disability, childcare responsibilities, inheritances, adverse economic circumstances such as rising costs and inflation, the mismanagement of funds by themselves or others, financial reversals, poverty, or a general change in family conditions, inter alia. No such change in circumstances, whether catastrophic, drastic, radical, material, profound, unanticipated, foreseeable, foreseen, unforeseeable, unforeseen or beyond imagining, and no matter how extreme or consequential for either or both of them, whether or not the change is causally connected to the marriage, and whether or not such change arises from a pattern of economic dependency related to the marriage, will alter this Agreement or entitle either party to support from the other.
- (d) For greater certainty, Chantal and Nathan acknowledge that:
- (i) they are financially independent and do not require financial assistance from the other;
 - (ii) they have negotiated this Agreement in an unimpeachable fashion and that the terms of this Agreement fully represent their intentions and expectations;
 - (iii) they have had independent legal advice and all the disclosure they have requested and require to understand the nature and consequences of this Agreement and the implications of waiving support, and to come to the conclusion, as they do, that the terms of this Agreement, including the release of all spousal support rights, reflects an equitable arrangement for support in their cohabitation, marriage or upon a breakdown of the relationship;
 - (iv) the terms of this Agreement substantially comply with the overall objectives of the *Family Law Act* and the *Divorce Act* now and in the future, and Chantal and Nathan have specifically considered the provisions and factors set out in sections 30 and 33 of the *Family Law Act* and sections 15.2 and 17 of the *Divorce Act*;
 - (v) they have been advised by their respective solicitors of rulings in the Ontario courts in which the courts have awarded spousal support, notwithstanding that full releases of spousal support have been contained in an agreement. Chantal

and Nathan request the courts to respect their autonomy to achieve certainty and finality in their lives and to enforce this Agreement and specifically this spousal support release;

- (vi) this Agreement may be pleaded as a complete defence to any claim brought by either party for spousal support in contravention of this Agreement;
 - (vii) the terms of this Agreement and, in particular, this release of spousal support, reflect their own particular objectives and concerns, and are intended to be a final and certain settling of all support issues between them. Among other considerations, Chantal and Nathan are also relying on this spousal release, in particular, upon which to base their future lives.
- (e) If at any time, a party is unable to be self-supporting in whole or in part and the other party voluntarily assumes support directly or indirectly for the non self-supporting party, such voluntary payments will not constitute a waiver of the terms of the Agreement, particularly this spousal support release, nor will they create any future responsibility for support.
- (f) Chantal and Nathan intend this paragraph of the Agreement to be forever final and non-variable. In short, Chantal and Nathan expect the courts to enforce fully this spousal support release no matter what occurs in the future.

5. Property Regime

5.1 Except as specifically modified in this paragraph or as otherwise provided in this Agreement, Chantal and Nathan agree as follows:

- (a) Their property will at all times be treated, divided and equalized in accordance with Part I of the *Family Law Act*, as this property section of the legislation reads on the date of execution of this Agreement (the "current Part I of the Family Law Act"), and will not include any amendments thereto or successor legislation.
- (b) During the marriage and upon a breakdown of the relationship, subject to paragraph (c) below, the parties will have such rights and will be under such obligations, with respect to their/her/his own property as are given or imposed upon each party by the current Part I of the *Family Law Act*, and will not include any amendments thereto or successor legislation.
- (c) The parties have been advised by their lawyers that pensions from employment are considered property under the Family Law Act, and therefore to be treated, divided and

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equalized in accordance with Part I of the *Family Law Act*. The parties acknowledge that, at the time of signing of this agreement, Nathan has a pension from his employment. Chantal has been advised that she should have a valuation of Nathan's pension done. Chantal has waived a request that Nathan obtain a valuation of his pension (i.e. how much it is worth for family law purposes). The parties acknowledge that Chantal may also acquire a pension from her employment or employers in future, and that Nathan may acquire a pension from a future employer or employers as well. The parties agree that, in the event of their separation, their respective pensions and any increases in the value of their respective pensions to the separation date shall be excluded from any division of or equalization under the *Family Law Act* and shall not form part of his/her respective net family properties.

(b)(d)

(e)(e) In particular, upon a breakdown of the relationship, all property will be equalized in accordance with the current Part I of the *Family Law Act*, and excluded property (as modified and defined in subparagraphs (eg) and (fh) below), will not be equalized or included in net family property, regardless of any subsequent amendments or successor legislation resulting in a change of the definition of excluded property or the inclusion of any excluded property in an equalization of net family property.

(d)(f) Any debt or liability relating to any excluded property (as modified and defined in subparagraphs (e) and (f) below) will not be deducted in the calculation of the net family property of the party who owns the excluded property.

(e)(g) For the purposes of equalization under the current Part I of the *Family Law Act*, the definition of excluded property is modified, such that the following property is Chantal's excluded property and accordingly does not form part of Chantal's net family property:

- (i) All gifts and inheritances, and any interest or income earned or accrued on such gifts and inheritances, received by Chantal individually from third parties, whether acquired before, during or after the parties' cohabitation or marriage, but not including any gifts received by Chantal and Nathan in honour of their marriage;
- (ii) Damages or a right to damages for personal injuries, nervous shock, mental distress or loss of guidance, care and companionship, or the part of a settlement that represents those damages, whether obtained by Chantal before, during or after the parties' cohabitation or marriage;

- (iii) Proceeds or a right to proceeds of a policy of life insurance, as defined in the *Insurance Act*, that are payable to Chantal on the death of the life insured, whether obtained before, during or after the parties' cohabitation or marriage;
 - ~~(iv)~~ Any Family Residence that Chantal ~~may~~ purchase;
 - ~~(iv)(v)~~
 - (vi) All property substituted for property referred to in this paragraph;
 - ~~(v)(vii)~~ Property that the parties have agreed by domestic contract is not to be included in the party's net family property.
 - ~~(vii)(viii)~~ All gains and accretions to property referred to in this paragraph;
 - (ix) All property into which property referred to in this paragraph can be traced, including but not limited to income on income.
 - ~~(vii)(x)~~ and any increases in the value of the excluded property, by interest or otherwise.
- ~~(f)(h)~~ For the purposes of equalization under the current Part I of the *Family Law Act*, the definition of excluded property is modified, such that the following property is Nathan's excluded property and accordingly does not form part of Nathan's net family property:
- (i) All gifts and inheritances, and any interest or income earned or accrued on such gifts and inheritances, received by Nathan individually from third parties, whether acquired before, during or after the parties' cohabitation or marriage, but not including any gifts received by Chantal and Nathan in honour of their marriage;
 - (ii) Damages or a right to damages for personal injuries, nervous shock, mental distress or loss of guidance, care and companionship, or the part of a settlement that represents those damages, whether obtained by Nathan before, during or after the parties' cohabitation or marriage;
 - (iii) Proceeds or a right to proceeds of a policy of life insurance, as defined in the *Insurance Act*, that are payable to Nathan on the death of the life insured, whether obtained before, during or after the parties' cohabitation or marriage;
 - (iv) Any Family Residence that Nathan ~~may~~ purchase;
 - ~~(v)~~ All property substituted for property referred to in this paragraph;

~~(vi)(vii)~~ Property that the parties have agreed by domestic contract is not to be included in the party's net family property.

~~(vi)(vii)~~ All gains and accretions to property referred to in this paragraph;

~~(viii)~~ All property into which property referred to in this paragraph can be traced, including but not limited to income on income.

~~(ix)~~ and any increases in the value of the excluded property, by interest or otherwise.

~~(vii)(x)~~

5.2

(a) The term, excluded property, as used in this paragraph, means the excluded property as specifically defined in paragraph 5.1 above.

(b) Notwithstanding anything to the contrary in this Agreement, in the event of a breakdown of the relationship, Chantal and Nathan each agree that any claims each has, may have or may hereinafter acquire to an equalization of their net family properties, to any division of property or to support, will not be satisfied or enforced by way of transfer of any interest in the excluded property, unless the owner of the excluded property agrees to transfer all or part of her or his interest.

~~(i)~~ The excluded property will not be the subject of any charge, pledge, encumbrance, attachment or seizure, either before or after any judgment or settlement, in satisfaction of any judgment or settlement or part thereof, provided that there are sufficient assets other than the excluded property with which to satisfy a claim for equalization or support.

~~(c)~~

~~(c)(d)~~

5.3

(a) Except as otherwise provided in this Agreement, and subject only to an appropriate instrument in writing, the rule of law applying a presumption of a resulting, constructive or implied trust shall not apply in questions of ownership of property between the parties during the marriage or on a breakdown of the relationship.

(b) Except as otherwise provided by this Agreement, each party waives all rights and entitlement, and releases and discharges the other, from all claims that each has on the

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effective date of this Agreement or may subsequently acquire in equity or the common law by way of resulting, constructive, or implied trust, including any claims for monetary or proprietary remedies for unjust enrichment, or by way of any other doctrine in equity, and at law under the *Family Law Act* or any other applicable law of any jurisdiction, now or in the future, to compensation or to any interest in the property or the value, or increase in the value, of the property owned by the other by reason of:

- (i) the transfer of property to the other without any payment or any adequate payment or any other consideration;
- (ii) work, money or money's worth contributed to the acquisition, management, maintenance, operation, or improvement of property;
- (iii) the existence of a joint family venture; or
- (iv) any other fact or circumstances creating a beneficial interest in property.

5.4 Nothing in this Agreement prevents either party from making gifts or testamentary dispositions to the other, and if property is purchased in the name of one party by the other party or both parties, it shall be the sole and exclusive property of the party or parties in whose name or names it was placed.

6. Family Residence

6.1

(a) ~~in the event that Chantal and Nathan purchase a family residence, the family residence will not be shared equally.~~ Ownership in the family residence will be in proportion to the parties' respective financial contributions to the purchase price. For example, if the family residence is purchased with a down payment of \$100,000, of which \$70,000 is contributed by Chantal and \$30,000 is contributed by Nathan, then the family residence will be owned by the parties as tenants in common with Chantal owning 70% and Nathan owning 30%. ~~In order to substantiate their claims, each party will provide satisfactory documentary evidence of their respective financial contributions to the original purchase of the family residence, which documentary evidence will be the basis on which each party's respective share is determined.~~

(b) ~~Each party may pay down the principal of the mortgage from time to time as either wishes. Each party may utilize his or her excluded property or part of it to do so. The ownership by each party as tenants in common will change to reflect each party's respective contributions to paying down the principal.~~

- ~~(a)~~(c) In the event the marriage breaks down and the parties agree to sell the home, the parties shall share in the net proceeds of sale (the sale price minus real estate commissions, the mortgage, and other expenses of sale), in proportion to their respective contributions made up to the time of sale. Similarly, in the event of a buyout by one party of the other party's interest,...
- (d) In order to substantiate their claims, each party will provide satisfactory documentary evidence of their respective financial contributions to the original purchase of the family residence plus any further contributions to pay down the mortgage principal by either after the purchase date and during the marriage, which documentary evidence will be the basis on which each party's respective share is determined.
- ~~(b)~~(e) In the event of a breakdown of the relationship, notwithstanding that the parties intend to ordinarily occupy the family residence throughout their marriage and that the family residence may be a matrimonial home at the date of a breakdown of the relationship, the parties agree that the family residence, as well as any income generated from the family residence, any increase in the value of the family residence and any assets into which the proceeds from the sale of the family residence can be traced (collectively referred to in this paragraph as the "family residence property") will at all times be excluded from an equalization or division of net family property of the parties and will under no circumstances be included in the net family property of either party or subject to equalization in accordance with the *Family Law Act*. Instead, the division of the family residence property will be determined based on ownership, and in accordance with paragraph (d) above, and according to the procedure set out in paragraph 6.3 below.
- ~~(c)~~(f) This paragraph will apply to any additional or subsequent family residence(s) purchased during the marriage.

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6.2

- (a) Chantal and Nathan agree that, provided that there has been no breakdown of the relationship, the party with the lesser interest in the family residence can increase his or her ownership in the family residence, up to a maximum 50% interest by:
- (i) reducing the principal of the mortgage by an amount equal to or less than the difference in the amount that each would be entitled to if the family residence were sold; or

- (ii) paying the other an amount equal to or less than one-half of the difference in the amounts that each would be otherwise entitled to if the family residence were sold.

For example, assuming if we assume that the family residence was originally purchased for \$250,000 with a down payment of \$100,000, of which \$70,000 was contributed by Chantal and \$30,000 was contributed by Nathan, (with a \$150,000 mortgage); then the family residence's ownership would have reflected the parties as tenants in common with Chantal owning 70% and Nathan owning 30% ~~%,~~

Assuming ten years later, the family residence is worth \$300,000 (as agreed by the parties), with a mortgage of \$100,000, and neither has paid down the principal of the mortgage (not including the payment of the principal by preplanned regular scheduled amortized monthly or bimonthly payments), Chantal and Nathan's respective equity in the home is \$140,000 and \$60,000 (for a total of \$200,000). If Nathan wishes at that time to increase his ownership interest to 50% ~~%,~~ he could do the following:

(iii) Under Scenario (i) above, Nathan could contribute \$80,000 to pay down the principal of towards the mortgage (i.e. the difference between Chantal's equity, \$140,000, and Nathan's equity, \$60,000) to bring his total equity up to \$140,000 (i.e. same as Chantal's).

(iv) -Or, in the alternative, under Scenario (ii) above, Nathan could pay Chantal \$40,000 (i.e. one half the difference between Chantal's equity, \$140,000, and Nathan's equity, \$60,000) to bring his total equity up to \$100,000 and reduce Chantal's equity to \$100,000 (ie. the same). So now they both have a 50/50 interest in the equity. In this scenario the mortgage principal amount remains the same.

- (b) For the purposes of this paragraph, the value of the family residence if it were sold at the time of the payment will be:

- (i) the fair market value of the family residence at the time of the payment:
- (1) as agreed upon by Chantal and Nathan; or
 - (2) if Chantal and Nathan cannot agree, as appraised by a qualified real estate appraiser jointly selected by Chantal and Nathan;

less

- (ii) the value of any outstanding mortgage on the family residence at the time of the payment.

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- (c) Ownership of the family residence will be ~~changed~~changed from time to time as needed to reflect each party's new ownership interest, based on each party's proportionate contributions to pay down the principal of the mortgage on the family residence, made at any time during the marriage. For example, in the example in subparagraph (a) above, the ownership of the family residence will have to be changed to reflect the parties' equal ownership, either as tenants in common each with a 50% interest or as joint tenants, depending on how the parties wish to reflect their equal ownership.

6.3

- (a) In the event of a breakdown of the relationship, each party will have the option to purchase the other party's interest in the family residence (hereinafter referred to in this paragraph as the "option") in the following priority:
- (i) If Chantal and Nathan do not own an equal interest in the family residence:
- (1) The party with the greater interest in the family residence has the first option, written notice to be given within 30 days of the date of the breakdown of the relationship;
 - (2) If no option is exercised in accordance with subparagraph (a)(i)(1) above, the party with the lesser interest in the family residence has the option, written notice to be given within ~~60-30~~ days of the date of the expiry of the 30 days in (1) above~~breakdown of the relationship~~;
- (ii) If Chantal and Nathan own an equal interest in the family residence:
- (1) Nathan has the first option, written notice to be given within 30 days of the date of the breakdown of the relationship;
 - (2) If no option is exercised in accordance with subparagraph (a)(ii)(1) above, the other party has the option, written notice to be given within ~~60-30~~ days of the ~~date of the breakdown of the relationship~~expiry of the 30 days in (1) above.
- (b) The party wishing to exercise this option will give the other party notice in writing, within the time prescribed in subparagraph (a) above, with payment to be made to the other party on or before the expiration of 6 months from the date of the breakdown of the relationship.
- (c) In the event that neither party exercises this option, the family residence will be listed for sale immediately following the expiration of the 60 day period allowed for the

parties to exercise their options (from the date of the breakdown of the relationship), and the proceeds divided between the parties in accordance with their proportionate ownership interest after payment of all outstanding mortgages, real estate commissions and legal fees.

- 6.4 Nothing in this Agreement restricts or modifies the rights of either party with respect to the possession, disposition or encumbrance of a matrimonial home.

7. Household Contents and Personal Property

- 7.1 Upon a breakdown of the relationship for any reason other than the death of one of the parties, all household contents and personal property will be distributed between Chantal and Nathan as follows:

- (a) If owned by a party prior to marriage, they will remain the exclusive property of that party, free from any claim whatsoever by the other party;
- (b) If purchased during the marriage out of joint funds for the parties' joint use and enjoyment, they will be divided equally in kind;
- (c) If purchased during the marriage out of a party's sole funds, they will be the exclusive property of that party;
- (d) If acquired by way of gift or inheritance from the other party or from a third party, they will be the exclusive property of the party to whom they were gifted or bequeathed;
- (e) If acquired by both parties by way of gift or inheritance from one party's family or friends, they will be the ~~exclusive joint~~ property of ~~that one party~~; the parties;
- (f) all other property (or property whose acquisition is disputed) will be distributed according to ownership, whether that ownership arises by way of purchase, inheritance or gift, including gifts from the other party.

- 7.2 Upon a breakdown of the relationship as a result of the death of one of the parties, all household contents and personal property will be deemed to belong to the survivor, provided that the survivor survives the other by 30 days. Otherwise, the contents and personal property will be deemed to belong to the children of Chantal and Nathan alive at the survivor's death. If no such children are alive, the contents and personal property will form part of the parties' respective estates.

8. Debts and Liabilities

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8.1 Other than with the prior written consent of the other party, neither party will contract in the name of the other nor bind the other in any way for any debts and liabilities.

8.2 Chantal and Nathan will each:

- (a) be solely responsible for; and
- (b) indemnify the other from any claim, expense or liability, including any related damages or costs, arising out of;

all debts and liabilities each incurs on their own behalf, or on behalf of third parties, before or after the date of this Agreement.

9. Estate Rights

9.1 This Agreement survives the death of Chantal and Nathan and enures to the benefit of and binds Chantal and Nathan's heirs, executors, estate trustees, personal representatives and assigns.

9.2 Except as otherwise provided in this Agreement, Chantal and Nathan each releases and discharges all claims and rights that each party has or may have or acquire under the *Succession Law Reform Act*, or any other related or similar statute to an allowance or payment as a dependent from the estate of the other.

- (a) Chantal and Nathan are each entitled to claim under the *Family Law Act* for an equalization of the party's net family property on the death of the other, provided the excluded property provided for in this Agreement shall remain excluded and the Family Residence shall not form part of either Chantal or Nathan's net family property.

9.3 In the event of the death of either Chantal or Nathan, nothing in this Agreement will be deemed to constitute a waiver of rights to:

- (a) any property devised or bequeathed by the deceased to the other under the terms of the deceased's will;
- (b) proceeds of any insurance, pension, registered retirement savings plan, or other plans, to which the survivor may be entitled as the designated beneficiary, or pursuant to the terms of the said plans on the death of the deceased;
- (c) any property held by the deceased and the survivor as joint tenants which passes to the survivor by right of survivorship; or
- (d) act as executor or estate trustee of the will or the estate of the other.

9.4 Either party may, by appropriate written instrument:

- (a) convey or transfer any property to the other during his or her lifetime;
- (b) devise or bequeath for distribution any property to the other after his or her death;
- (c) designate the other, where entitled, as the beneficiary of proceeds of any insurance, pension, registered retirement savings plan, or other plans;
- (d) take title to property as joint tenants with rights of survivorship; or
- (e) appoint the other as executor or estate trustee of his or her estate.

10. General Terms

- 10.1** Chantal and Nathan each acknowledges and agrees that this Agreement is a marriage contract entered into under section 52 of the *Family Law Act*, and is a domestic contract that prevails over all matters dealt with in the *Family Law Act*.
- 10.2** The effective date of this Agreement is the date on which the latter party signs it.
- 10.3** The interpretation of this Agreement is governed by the laws of Ontario, even if Chantal and Nathan are not living in Ontario at the date of the breakdown of the relationship.
- 10.4** Chantal and Nathan acknowledge that at some future date, the provisions contained in the *Family Law Act* relating to equalization of net family property may be amended or revoked or that other statutory provisions may be proclaimed from time to time. Chantal and Nathan agree that, regardless of any such changes, the provisions of this Agreement shall prevail over any current or future legislation with regard to division of property between spouses or former spouses.
- 10.5** 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 Chantal and Nathan constitutes the complete agreement between them.
- 10.6** No terms of this Agreement may be varied by a Court.
- 10.7** This Agreement prevails over any matter that is provided for in:
- (a) the *Family Law Act*;
 - (b) any succeeding legislation;
 - (c) any subsequent domestic contract between one of the parties and another person;
- where this Agreement makes provision for such matter.

10.8 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.

10.9 Nothing in this Agreement restricts or modifies the rights or obligations of either party with respect to the possession, disposition or encumbrance of the matrimonial home, as defined by Part II of the Family Law Act.

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

10.11 Any amendments to or agreement to vary this Agreement must be in writing, signed by Chantal and Nathan, dated and witnessed.

~~10.11~~**10.12** The parties agree to review this Agreement in 10 years from the signing of this Agreement, and at any other time as the parties may agree before or after 10 years from now, and will renegotiate or vary the agreement if they both agree on new terms.

~~10.12~~**10.13** If a divorce judgment or order issues, or if the marriage is declared a nullity, all of the terms of this Agreement will survive and continue in full force and effect.

~~10.13~~**10.14** Chantal and Nathan will each inform the executors named in his or her will that this Agreement exists, and where a copy is located.

10.15 Chantal and Nathan will sign any documents necessary to give effect to this Agreement.

~~10.14~~**10.16** Chantal or Nathan's failure to insist on the strict performance of any terms in this Agreement will not be a waiver of any term.

~~10.15~~**10.17** Where consent is required under this Agreement, it will not be unreasonably withheld. If Chantal and Nathan cannot agree whether consent is being reasonably withheld, they will use the paragraph of this Agreement entitled "Dispute Resolution" to resolve the matter.

~~10.16~~ Chantal or Nathan's failure to insist on the strict performance of any terms in this Agreement will not be a waiver of any term.

10.18 Dispute Resolution

(a) If Chantal and Nathan disagree or wish to change any term of this Agreement, they will first try to resolve the dispute through negotiation, either between themselves or with their respective lawyers, on the following terms:

(i) The party seeking a change will make the request for variation by giving the other, in writing:

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- (1) notice of the proposed change;
- (2) evidence supporting the proposed change; and
- (3) any requests for information from the other necessary to determine the issue.

(ii) A request under subsection (a) above will be answered within 30 days.

(iii) After exchanging any information required by this Agreement, Chantal and Nathan will meet personally or through their respective lawyers to resolve the issues in dispute. If they come to an agreement, Chantal and Nathan will sign and date an amending agreement before witnesses, to be attached to this Agreement.

(b) If Chantal and Nathan are unable to resolve the dispute through negotiation within 60 days of the request for review or variation, they will mediate the issue on the following terms:

(i) A mediator agreed upon by the parties will act as a mediator.

(ii) The parties will share the cost of mediation pro rata in accordance with their respective incomes.

(c) If Chantal and Nathan are unable to resolve the dispute through negotiation or mediation within 90 days of the request for variation, either party may bring an application to the court to resolve the dispute. Except in the case of an emergency, the party making an application to the court will give the other party no less than 90 days' notice of the application.

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10.1710.19 The partiesChantal and Nathan each warrant that each:

- (a) have-has fully and completely disclosed to the other their respective income and the nature, extent and probable value of all of their respective assets, debts or other liabilities existing at the date of this Agreement, as set out in Schedules "A" (Chantal's disclosure) and "B" (Nathan's disclosure) attached to this Agreement;
- (b) have-has made such investigation of the financial circumstances of the other as each considers reasonable;
- (c) have-has given all of the information and particulars about their respective income, assets and liabilities as has been requested by the other;
- (d) are-is satisfied with the information and particulars received from the other;

- (e) acknowledge that there are no requests for further information or particulars that have not been met to each party's complete satisfaction.

~~10.18~~10.20

- (a) Chantal and Nathan have ~~both~~each had independent legal advice, Chantal from D. Lex Arbesman and Nathan from Anne Freed.
- (b) Chantal and Nathan:
- (i) have read the Agreement in its entirety and have full knowledge of the contents;
 - (ii) understand his or her rights and obligations under this Agreement and its nature and consequences;
 - (iii) acknowledge that this Agreement is fair and reasonable;
 - (iv) acknowledge that they are not under any undue influence, duress or coercion; and
 - (v) acknowledge that each is signing this Agreement voluntarily.

~~10.19~~10.21 Each solicitor signs this Agreement not only in his or her capacity as witness, but also to attest that he or she:

- (a) has explained to the client the meaning and implications at law of each provision in this Agreement;
- (b) is convinced that his or her client is signing this Agreement voluntarily, without duress and with full mental capacity.

~~10.20~~10.22 Each of the parties personally or by their respective lawyer has participated in the preparation of this Agreement. It must be construed as if Chantal and Nathan were joint authors and it will not be construed against one party as if that party or that party's lawyer were the sole or major author of the Agreement. No doctrine or rule of contra proferentem will be applied to the interpretation of this Agreement.

~~10.21~~10.23 Chantal and Nathan will pay their own costs for the negotiation and preparation of this Agreement.

TO EVIDENCE THEIR AGREEMENT CHANTAL AND NATHAN HAVE SIGNED THIS AGREEMENT BEFORE A WITNESS.

DATE:

Witness

Chantal Almee Gouveia

DATE:

Witness

Nathan Younger