

THIS IS A SEPARATION AGREEMENT made this 4th day of ~~November~~^{December}, 2003

BETWEEN:

ELEANOR WELSH
(hereinafter called "Eleanor")

- and -

PAUL COOKSON
(hereinafter called "Paul")

SEPARATION AGREEMENT

WHEREAS

- (a) Eleanor and Paul are the natural parents of Holly Cookson, born May 3, 2001;
- (b) Eleanor and Paul cohabited, in the Province of Ontario, since September 1, 2000;
- (c) Eleanor and Paul have been living separate and apart since December 3, 2002;
- (d) the parties entered into a cohabitation agreement on February 21, 2001 which dealt with the consequences of their separation and the parties agree to abide by those terms with respect to all issues, except those surrounding their child;
- (e) the parties have agreed, save where expressed to the contrary hereafter, to settle by Agreement all of their rights and obligations which each of them may have against the other with respect to the custody, access and support of their child;
- (f) the parties have been advised of their rights under all relevant legislation, including the *Family Law Act*, R.S.O. 1990, c.F.3, and intend this Agreement to govern their rights and claims against and to each other where the said legislation may provide to the contrary;
- (g) the parties agree that the provisions set out hereunder shall form a binding Agreement and domestic contract as those words are used in the *Family Law Act*, R.S.O. 1990, c.F.3; and



NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and in consideration of the mutual covenants and Agreements and undertakings herein set out, the parties hereby expressly agree as follows:

1. APPLICABLE LAW

- 1.1 The proper law of this Agreement shall be the law of the Province of Ontario, as amended or succeeded from time to time, and this Agreement shall also be deemed to be valid and enforceable in accordance with the law of any other jurisdiction.
- 1.2 The parties agree that this Agreement shall constitute a domestic contract and separation Agreement in accordance with Part IV of the *Family Law Act*, R.S.O., 1990, c.F.3 and that as a domestic contract it is legally binding upon them. Throughout this document, this Agreement shall be referred to as either the "contract" or the "Agreement".
- 1.3 In the event that any provision of any statutes should invalidate or void this Agreement, the parties agree that it is their intention that each paragraph and subparagraph of this Agreement be construed as a separate Agreement under ordinary contract law and be enforceable as such.
- 1.4 Reference to any legislation in this Agreement shall include any amendments thereto, any revisions thereof, any substitutions therefore, as well as any successor or similar legislation that may be enacted or arise from time to time that may be applicable to the parties or this Agreement.
- 1.5 The parties acknowledge that any legislation referred to in this Agreement has been explained to them fully and each understands the meaning and implications thereof as such legislation may relate to him or her.

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1.6 The parties acknowledge and agree that the forum for the interpretation of any provision of this Agreement, or any question as to its validity, will at all times remain a Court of competent jurisdiction in the Province of Ontario.

2. DEFINITIONS

2.1 "Eleanor" means Eleanor Welsh, one of the parties to this Agreement.

2.2 "Paul" means Paul Cookson, one of the parties to this Agreement.

2.3 "Holly" means Holly Cookson, born May 3, 2001 and she will be referred to by name or as the "child" in this agreement.

3. NON-MOLESTATION CLAUSE

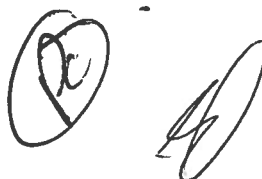
3.1 Neither Eleanor nor Paul nor any person on her or his behalf, will at any future time, directly or indirectly, molest, annoy, disturb, or interfere with the other party or her or his person, business, or manner of life.

4. LIVING SEPARATE AND APART

4.1 The parties acknowledge and agree that they are living separate and apart and intend to continue to live separate and apart from each other for the rest of their lives, and that they have been living separate and apart since on or about December 3, 2002.

5. DECISION-MAKING

5.1 It is agreed by both parties that they shall have joint custody of Holly and that Holly shall have her primary residence in the home of Eleanor. Eleanor will have the day-to-day care

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and control of Holly when she resides with her, and Paul will have the day-to-day care and control of Holly when she resides with him.

5.2 Eleanor and Paul shall discuss all important decisions regarding the health, education and welfare of Holly. If they cannot agree upon an issue, they will attempt to resolve it through mediation or litigation. Eleanor and Paul have agreed to the following:

- a) Holly will attend Montessori school;
- b) Holly's pediatrician is Dr. Friedman;
- c) Eleanor shall contact the Ministry of Health and Montessori school within one year from the date the agreement is signed with respect to exemption from vaccination for Holly.

5.3 Paul shall be entitled to receive all educational and medical information with respect to Holly. Eleanor shall provide written directions to school authorities and health care professionals that Paul may directly communicate with said persons and receive notice of events and copies of school report cards and medical reports directly from them.

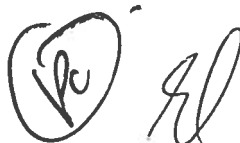
5.4 Neither party shall change Holly's last name without the written consent of the other.

5.4 Neither of the parties will do anything to discourage Holly from looking forward to residing or spending time with the other party, or to undermine the relationship of the other party with Holly.

6. ACCESS

6.1 Paul shall have access to Holly as follows:

- (a) Every Monday, from 3:30 p.m. until 8:00 p.m.;
- (b) Every Wednesday, from after school until 8:00 p.m.;



- (b) Every Saturday, alternating one week pick up at 10:00 a.m. until 6:00 p.m. and the next week from 10:00 a.m. until Sunday at noon;
- (c) Commencing January 10, 2004, every Saturday overnight from 10:00 a.m. until Sunday at noon;
- (d) Commencing May 3, 2004, instead of Saturdays, alternate weekends from Friday after school to Sunday at 5:00 p.m.;
- (e) Father's Day, from 10:00 a.m. to 8:00 p.m., regardless of whether or not Father's Day falls on Paul's access weekend;
- (f) Holly shall spend Mother's Day with Eleanor, from 10:00 a.m. to 8:00 p.m. regardless of whether or not Mother's Day falls on Paul's access weekend;
- (g) Every year, from December 25 at 2:30 p.m. until December 26th at 6:00 p.m.; in 2004, two additional days;
- (h) Commencing in 2005, one half of the winter holiday, provided Holly is with Eleanor every year from December 24th until 2:30 p.m. on December 25th;
- (h) Paul may telephone Holly on Tuesdays, Thursdays and non-access Saturdays between 7:00 p.m and 9:00 p.m.. Eleanor may contact Holly once during access weekends and twice commencing May 3, 2004. Holly may contact either parent at any time.
- (i) Holly shall spend her birthday with Eleanor. Paul may have lunch or dinner with Holly for two and a half hours on her birthday, as arranged by Eleanor. In the event Holly's birthday falls on Paul's access day, he shall have access to her on that day until 4:00 p.m..
- (j) Summer access shall be integrated as follows: four consecutive days in summer 2004; one 7-day summer access period in 2005 and two non-consecutive weeks, one in July and one in August, commencing in 2006.
- (k) March Break - two days for the 2004 March break and one-half of March break commencing in 2005.
- (l) The parties shall alternate having the opportunity to choose vacation days with Holly as follows:



- 1) On odd-numbered years, Paul shall notify Eleanor in writing of the days he wishes to have Holly during the winter, march break and summer holidays in accordance with the times specified in this section, as follows:
 - i) By January 15 for March break
 - ii) By October 1 for the winter holidays
 - iii) By May 1 for the summer holidays;
 - 2) On even-numbered years, Eleanor shall notify Paul in writing of the days she wishes to have Holly during the winter, march break and summer holidays as follows:
 - i) By January 15 for March break
 - ii) By October 1 for the winter holidays
 - iii) By May 1 for the summer holidays;
- (m) Arrangements for additional access times to be made by agreement between the parties.

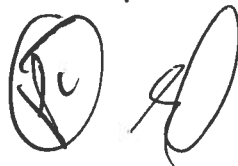
6.2 Paul shall pick up Holly from school during the week. When he drops her off at Eleanor's home, he will drive to the end of the driveway, and Holly will walk from his car to the door of Eleanor's home. Until Holly is comfortable walking from the front door to Paul's car for pick-ups, pick-ups will either be at a mutually agreed neighbour's home (as arranged in advance and confirmed by Paul) or in the presence of a third party.

Paul and Eleanor ✓

6.3 *N* shall start a communication book which will go back and forth with Holly and in which they will keep each other informed of issues relating to Holly, such as any medication given to her, illness, sleep patterns, eating patterns, or non-urgent matters about Holly to be communicated between them. They will keep the contents of the book strictly about Holly and will not use it as a means of dealing with their own personal issues. In the event need to communicate about access or Holly on an issue that cannot wait for the communication book to be exchanged, they shall do so by email. In emergencies only, they may contact each other by phone. Both will make every effort to be polite and civil to the other and to keep the conversation strictly about Holly.

PC *E*

- 6.4 In the event Holly is unwell and it would not be in her best interest to be removed from the home, Eleanor will make efforts to obtain a doctor's note or phone call to Paul and Eleanor shall so advise Paul as soon as possible before his access visit and access shall not occur. The parties will make every effort to schedule additional access time when Holly is well.
- 6.5 In the event Holly becomes ill or suffers an accident and requires medical attention, the parent in whose care Holly is at that time shall immediately notify the other of the situation. The parent shall not authorize any medical treatment without the other parent's knowledge and prior consent, except in the event of emergency medical treatment which is specifically directed by a physician licensed to practise in the jurisdiction where the accident occurs or where Holly is taken for care.
- 6.6 If Paul is unable to personally look after Holly during his access visits, he shall first ask Eleanor if she is available to look after her. If Eleanor is not, Paul should engage a qualified babysitter, who must be a female over 21 years old who has successfully received a certificate.
- 6.7 Only Paul, Eleanor, Agnes Welsh, Muriel Cookson and James Cookson will be authorized to pick up Holly from school. In the event any other person wishes to pick up Holly from school, said person must first receive Eleanor's approval and Eleanor shall advise the school to release Holly to that person.
- 6.8 Paul must ensure that the clothes, shoes and accessories Holly was wearing when picked up are cleaned, if possible, and returned.
- 6.9 In the event either parent seeks to reschedule an access visit due to business trips, he or she must advise the other at least two weeks in advance of the visits that will be missed. In the event the traveling parent does not provide at least two weeks' notice, he or she

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will be solely responsible for any daycare costs incurred by the other due to the short notice given.

- 6.10 Neither parent shall remove Holly from the Province of Ontario for a vacation without the other's prior written consent, such consent not to be unreasonably withheld.
- 6.11 In the event of either parent's death, the surviving parent shall ensure that Holly continues to visit with and maintain a relationship with all members of the deceased parent's family.
- 6.12 Eleanor shall not relocate Holly's residence more than sixty (60) kilometers from her current address, but not further east than the town boundary of Whitby without notice to Paul. Eleanor shall give Paul sixty days' notice of her intended move beyond the radius specified in this paragraph and, if Paul does not agree, Paul may bring the matter to mediation or litigation if he opposes the relocation.

7. CHILD SUPPORT

- 7.1 Paul shall continue to pay child support to Eleanor for Holly in the amount of \$750.00 a month. Child support is based on the income declared by Paul at line 150 on his income tax returns. On an annual basis on or before July 15th, Paul shall provide to Eleanor copies of his income tax return with all attachments and a copy of his Notice of Assessment as soon as it becomes available. In the event Paul's declared income is greater or less than his current declared income, the child support amount will be adjusted accordingly, effective July 1 annually.
- 7.2 Child support shall terminate on the latest of the following events occurring:
 - a) Holly ceased to be a child as defined by the Guidelines;



- b) Holly no longer resides with Eleanor - "resides" includes Holly living away from the home for school, summer employment or vacation;"
- c) Holly's eighteenth (18) birthday, unless Holly is unable to become self-supporting due to illness, disability, education (if she ceases to be in full-time attendance at an educational institution) or other cause;
- d) Holly's twenty-second (22) birthday;
- e) Holly obtains one post-secondary school degree or diploma;
- f) Holly becomes self-supporting;
- g) Holly marries;
- h) Holly dies.

7.3 Paul shall provide to Eleanor 12 post-dated cheques for child support on the signing of this agreement and annually on the anniversary of the signing of this agreement. In the event one of the cheques is returned to Eleanor for insufficient funds, Eleanor shall so advise Paul who must replace the cheque (plus \$50.00 for bank charges) by certified cheque or money order within five business days of receiving notice of his cheque being returned as NSF. In the event Paul does not replace the cheque or in the event he does replace the cheque but a further cheque is returned for insufficient funds, Eleanor shall have the right to file the agreement with the Family Responsibility Office for enforcement

7.4 The parties will share additional expenses for Holly, such as Montessori or other school tuition, medical/dental expenses and orthodontics, and her extracurricular activities on an equal basis. When such expenses are incurred, Eleanor shall notify Paul in writing of the expense, give proof of it, and he shall pay one-half of the expense directly to the entity who invoiced it within thirty days. The parties agree that Paul shall provide to the Montessori school post-dated cheques to cover his share of the expense for the year on the signing of this agreement, and at the beginning of each school year thereafter.

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- 7.5 The parties agree that Eleanor shall bear the full cost of daycare and shall be entitled to claim any appropriate deduction for such cost, due to the special provision that Paul transferred his interest in 361 Rouge Hill at a reduced price therefore affording a direct benefit to Eleanor and the child..
- 7.6 Eleanor and Paul will share equally all costs associated with Holly's attendance at any post-secondary institution to the completion of her first degree or diploma.
- 7.7 Paul and Eleanor shall each designate Holly as irrevocable beneficiary of his and her life insurance, with the other parent as the child's trustee during her minority, for as long as Paul is obligated to pay child support. On an annual basis, on or before September 1st, each shall deliver written proof to the other that the policy remains in full force and effect and that Holly continues to be its irrevocable beneficiary.
- 7.8 Each of Paul and Eleanor authorizes a lien and first charge against his or her estate for the full amount of the policy proceeds if the policy is not in force on his or her death, subject to paragraph 7.9 below..
- 7.9 If Paul's or Eleanor's policy cannot be maintained for any reason, he or she will immediately obtain replacement coverage at a reasonable cost, ensuring no gap in coverage. If Paul or Eleanor learns that there may be a change in insurance coverage, he or she will advise the other of the proposed change in coverage and the reason for the change. If a new policy is not available at a reasonable cost (due to changes in health or age, etc.), the party will not be obliged to obtain a replacement policy.

8. LOVING AND DEVOTED PARENTS

- 8.1 Eleanor and Paul acknowledge that they are both loving and devoted parents and that it is essential for the welfare of the child to continue to have full communication and contact

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with each parent. Neither parent shall in any way attempt to alienate the child from the other parent by any act, omission or innuendo.

- 8.2 Each parent recognizes that each may be ill-disposed towards the other and tempted to express hostility towards the other. Each recognizes, however, that is in the interests of Holly, as well as in the interest of both parents, that such feelings not be made known to Holly. Each of Eleanor and Paul, therefore, agrees that regardless of her or his feelings towards the other, neither will at any time say or do anything which might come to Holly's attention and which is critical or contemptuous of the other parent or which suggests that there is any reason why Holly may not look forward, with enthusiasm, to spending time with that other parent. Paul and Eleanor will try hard to encourage Holly in the belief that the other parent is a loving and effective parent who acts in Holly's best interest and is vitally concerned with Holly's welfare.

9. HOUSEHOLD GOODS

- 9.1 Each of the parties acknowledges that
- a) The contents of the home have been divided to their mutual satisfaction; Eleanor shall have the items listed at Schedule A ready for pick-up by Paul in the garage, except for the large TV (in the great room) and BBQ (on the deck), both of which Paul may remove from those locations on the pre-appointed day. Paul shall give Eleanor 7-days' notice by email to arrange to pick up the items within fifteen (15) days of the execution of this agreement; each party may have a third party present at the scheduled time
 - b) Each has possession of his or her jewellery, clothing and personal effects; and
 - c) Each is entitled to retain possession of the contents of 361 Rouge Hill Court ("the home") distributed to him or her and his or her jewellery, clothing and personal effects, free from any claim by the other; and

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- d) Prior to the execution of this agreement, the contents of the home were dealt with to the satisfaction of each party;
- e) Each waives all rights, releases all claims that he or she has or may in future have to any of the contents of the matrimonial home that are in the possession of the other;
- f) Each may dispose of the items possessed by him or her obtained as a result of the division, purchase, set-off or other deal as he or she deems fit.

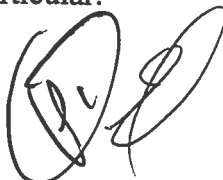
10. 361 ROUGE HILL COURT

10.1 Paul agrees to transfer to Eleanor his interest in the home municipally known as 361 Rouge Hill Court, Pickering Ontario for the sum of \$110,500.00. The said transaction shall be completed by November 21, 2003. Eleanor agrees to have Paul's name removed from any mortgage or encumbrance registered against the property. Should Eleanor not be able to remove Paul's name from the mortgage or encumbrance, after providing proof of her efforts to remove his name, then she agrees to indemnify and save Paul harmless from any and all liability arising from his name continuing to be on the said mortgage or encumbrance, including costs.

11. RELEASES

11.1 Eleanor and Paul accept the terms of this Agreement in full satisfaction of all claims for custody, access, support and any claim Paul may have to any of Eleanor's businesses and to 361 Rouge Hill Court.

11.2 Except as provided in this Agreement, and subject to any additional gifts from one party to the other in any will validly made after the date of this Agreement, the parties each release all rights which he or she has or may acquire under the laws of any jurisdiction in the estate of the other, and in particular:



- a) under the *Family Law Act* to elect to receive an equalization of their net family properties and in particular pursuant to section 6 of that Act; and for entitlement thereunder on the death of the other, and in particular from any claim under Part I and Part II;
 - b) under the *Succession Law Reform Act*:
 - 1. to share in the estate of the other upon the other dying intestate; or,
 - 2. to an allowance or payment as a dependant from the estate of the other;
 - c) under the *Trustee Act* or *Estates Act*, to act as an executor, administrator, estate trustee or personal representative of the will or estate of the other;
 - d) an appointment as attorney or guardian of the other's personal care or property under the *Substitute Decisions Act*.
 - e) participation in decisions about the other's medical care and treatment under the *Health Care Consent Act*.
- 11.3 Unless otherwise expressly provided herein, this Agreement and every covenant, provision and term herein contained shall enure to the benefit of and be binding upon the parties and each of their respective heirs, administrators and executors.
- 11.4 Except as otherwise provided in this Agreement, the parties agree that they are aware that the terms of this Agreement are final. The parties are aware that no further claims will be made by either of them one against the other or on their respective estates, arising from the separation under any statute, either Federal or Provincial or any amendment or successor or similar legislation that may be enacted from time to time which may be

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applicable to the parties hereto (including but not limited to the statutes referred to in the interpretation paragraph of this Agreement).

- a) Both parties acknowledge and agree that they are aware of the possibilities of fluctuation of their respective incomes and estates and are cognizant of the possible increase or decrease in the cost of living and each is prepared to accept the terms of this Agreement as full and final settlement of all of their respective claims and waive all future claims as set out herein, save and except those arising out of this Agreement.
- b) Both parties are aware and acknowledge that each of them may suffer or enjoy drastic changes in their respective incomes, assets, debts, cost of living, or in their health, by reason of unforeseen factors. Notwithstanding the foregoing, the parties agree that under no circumstances, whether or not causally related to the relationship, will any change, direct or indirect, foreseen or unforeseen, material, profound, radical, substantial, catastrophic, or otherwise, in the circumstances of either of the parties, give either the right to claim any alteration of any of the terms of this Agreement, subject always to any provision in this Agreement to the contrary.
- c) The parties acknowledge that she or he may be called upon during the rest of her or his life to use, either wholly or in part, her or his capital for her or his own support and she or he agrees to do so without any recourse to the other at any time.

11.5 Without limiting the generality of the waiver and release each party has given above, each party acknowledges that each has been advised and understands that:

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- a) If he or she survives the other and is a dependant within the meaning other *Succession Law Reform Act*, he or she has the right to apply under the Act for adequate support out of the other's estate, and
- b) Such application may be maintained against the estate despite an agreement of the parties to the contrary, and
- c) Each party further acknowledges that he or she has been advised and understands that an application made by a dependant for support to be paid out of the estate of the deceased, the court may take into consideration any agreement made between the dependant and the deceased, and
- d) Each party intends that on any application for support against the other's estate that the court shall dismiss the application and award no support
 - 1. as if the applicant was not a dependant within the meaning of the *Succession Law Reform Act*, or
 - 2. on the grounds that there was no legal obligation on the deceased immediately before his or her death to provide support to the dependant, or
 - 3. on the grounds that there is no obligation on the deceased or his or her personal representative to make provision for the support of the application out of the estate.

12. SPOUSAL SUPPORT WAIVER

- 12.1 Both parties accept the terms of this agreement in full satisfaction of all claims and causes of action which he or she now has or may hereafter acquire against the other for

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support whether under the *Family Law Act, Divorce Act, Succession Law Reform Act* or otherwise and whether under present existing legislation or future legislation whether in this jurisdiction or any other jurisdiction.

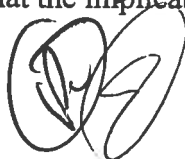
12.2 The paragraph dealing with waiver of spousal support is not variable under any circumstances.

12.3 Each of the parties:

- (a) is financially independent;
- (b) does not require financial assistance from the other;
- (c) releases the other from all obligations to provide support or interim support, pursuant to the *Family Law Act, Succession Law Reform Act*, or any other statute or law of Ontario or any other jurisdiction; and
- (d) releases all rights to claim or obtain support or interim support, pursuant to the *Family Law Act, Succession Law Reform Act*, or any other statute or law of Ontario or any other jurisdiction;

12.4 Paul and Eleanor each agree that neither shall be obliged to make any payment or payments in the nature of support, or any similar payment, whether periodic or by way of lump sum, directly or indirectly, to or for the benefit of the other. Without restricting the generality of the foregoing, Paul and Eleanor further agree that neither of them shall maintain, commence or prosecute or cause to be maintained, commenced or prosecuted any action against the other of them for support or interim support pursuant to the *Family Law Act*, the *Succession Law Reform Act* or any comparable Provincial legislation in force from time to time, or any successor or similar legislation whereby a spouse is given a cause of action against his or her spouse or the spouse's estate for the relief in the nature of support.

12.5 Eleanor specifically abandons any claims she has or may have against Paul for her own support. Eleanor acknowledges that the implications of not claiming support in this



- Agreement has been explained to her by her solicitor. At no time now or in the future or upon Paul's death, shall Eleanor seek support for herself, regardless of the circumstances.
- 12.6 Eleanor acknowledges her ability and obligation to support herself and if necessary, to seek and maintain full-time employment in order to do so.
- 12.7 Paul specifically abandons any claim he has or may have against Eleanor for his own support. Paul acknowledges that the implications of not claiming support in this agreement have been explained to him by his solicitor. At no time now or in the future, including any future divorce proceedings, or upon Eleanor's death, shall Paul seek support for himself, regardless of the circumstances.
- 12.8 Paul acknowledges his ability and obligation to support himself and if necessary, to seek and maintain full-time employment in order to do so.
- 12.9 The parties are aware that this is a final agreement and intended to be a final break between them. No further claims will be made against either party by the other arising from the relationship or upon the dissolution thereof, or upon the death of one of them. Both parties are aware of the possibilities of fluctuation in their respective incomes, assets and financial circumstances by reason of their health, the cost of living, their employment, financial mismanagement, financial reversals, inheritances or otherwise and are cognizant of the possible increases and decreases in the cost of living and aware that radical, material profound or catastrophic changes may affect either of them. Each party is prepared to accept the terms of this agreement as a full and final settlement and waive all further claims against the other, except a claim to enforce the terms of this agreement. The parties specifically agree and acknowledge that there is no causal connection between the present or any future economic need of either party and their relationship. No pattern of economic dependency has been established in their relationship for which each has not been compensated.

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12.10 The parties agree that each party's claim for spousal support shall be dismissed on its merits and shall enter into a consent order to this effect.

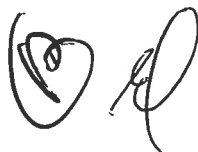
12.11 Paul and Eleanor each acknowledge that they have considered carefully the factors set out in section 33 of the *Family Law Act* before making the decision that is fair and equitable that there will be no payments of on going spousal support. More particularly they have considered the relevant impact of the following criteria and goals for spousal support which may otherwise give rise to a claim for same by either or both of them:

- a) The length of time that the spouse cohabited;
- b) The functions performed by each spouse during cohabitation;
- c) Any existing order, agreement, or arrangement relating to support of either spouse;
- d) The respective current assets and means of both parties;
- e) The respective assets and means that the parties are likely to have in the future;
- f) The potential recipient's ability to contribute to his or her own support;
- g) The respective ages and physical and mental health of the parties;
- h) The needs, taking into account the accustomed standard of living while the parties resided together;
- i) Any legal obligation of any party to provide for other dependants;
- j) The desirability of a party remaining at home to care for a child;
- k) A contribution by one party to the other resulting in the realization of the career potential of that other party;
- l) Recognizing any economic advantages or disadvantages to the spouse arising from the relationship or its breakdown, in particular, the effect on any spouse's earning capacity of the responsibilities assumed during cohabitation, such as:
 - i) Whether the spouse has undertaken the care of a child who is in excess of eighteen years old and unable by reason of illness, disability or other cause to withdraw from the charge of his or her parents;



- ii) Whether the spouse has undertaken to assist in the continuation of a program of education for a child who is in excess of eighteen years old and who is unable, for reason of that continuing education, to withdraw from the charge of his or her parents;
 - iii) Considering any housekeeping, child care, or their domestic service performed by the spouse for the family, as if the spouse were devoting the time spend performing that service in remunerated employment and were contributing the earnings to the family's support; and
 - iv) The effect on the spouse's earnings and career development of the responsibility of caring for a child.
-
- m) Apportioning between the spouses any financial consequences arising from the care of any child of the relationship over and above any obligation for the support of any child of the relationship;
 - n) Relieving any economic hardship of the spouses arising from the breakdown of the relationship; and
 - o) In so far as practicable, promoting the economic self-sufficiency of each spouse within a reasonable period of time.

12.12 Each party acknowledges that he or she has been advised of decisions of the Ontario Courts in which the Court has awarded spousal support, even though the parties have previously entered into a Separation Agreement containing a full and final release of spousal support. Notwithstanding these rulings, the parties still agree and intend that no change in circumstances whatsoever will entitle either party to apply to a Court or any other tribunal of any nature whatsoever, for spousal support, interim support, maintenance, alimony, or interim alimony. This separation agreement, and this paragraph in particular, may be pleaded by either party as a complete defence to any

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claim brought by the other for interim or permanent spousal alimony, support, or maintenance.

- 12.13 In the event that either party seeks and obtains an order of spousal support or maintenance from the other, in direct contravention of this section the party so obliged to pay spousal support to the other shall be entitled to indemnification from the other for the full amount of spousal support so obtained, including all legal fees and disbursements and other costs which he or she may be forced to incur to defend against such application or court order or to enforce this absolute and irrevocable indemnification.
- 12.14 As a result of the terms of this agreement and upon payment, Paul and Eleanor are financially independent from each other and release his or her rights to spousal support from the other for ever. Paul and Eleanor intend this agreement to be forever final and non-variable.
- 12.15 This agreement has been negotiated in an unimpeachable fashion and fully represents the intentions and expectations of the parties. Both parties have had independent legal advice and all the disclosure they have asked for and need in order 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, constitutes an equitable sharing of both the economic consequences of their relationship and its breakdown.
- 12.16 The terms of this agreement substantially comply with the overall objectives of the *Family Law Act* now and in the future and the parties' need to exercise their autonomous rights to achieve certainty and finality.
- 12.17 The terms of this agreement and, in particular, this release of spousal support, reflects the parties' own unique particular objectives and concerns. Among other considerations,

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they are also depending upon this spousal release, in particular, upon which to base their future lives.

- 12.18 Paul and Eleanor do not want the Courts to undermine their autonomy as reflected in the terms of this agreement, which they intend to be a final and certain settling of all issues between them. They wish to be allowed to get on with their separate and independent lives, no matter what changes may occur. Paul and Eleanor 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 imagining. Nevertheless, no change, no matter how extreme will alter this agreement and their view that the terms of this agreement reflect their intention to always be separate financially. Paul and Eleanor accept that no change whatsoever in their circumstances will entitle either of them to spousal support from the other.

13. AGREEMENT TO PREVAIL

- 13.1 This Agreement is to prevail over any matter that is provided for under *the Family Law Act*, R.S.O. 1390, c.F3 or any successor legislation or amendments thereto or any other similar legislation where the contract makes provisions for such matters.
- 13.2 This Agreement is to prevail over any matters provided for in a subsequent domestic contract between one of the parties and another person other than the other party, hereto where the present contract makes provision for such matters.
- 13.3 This Agreement is to prevail over any matter provided for in any Federal or Provincial legislation or any successor amendment thereto or similar future legislation or the



common law that may exist from time to time where this contract makes provisions for such matters.

14. GENERAL

- 14.1 Eleanor and Paul agree to execute any document or documents reasonably required from time to time to give effect to the terms and intent of this Agreement.
- 14.2 This Agreement may be amended only by a further instrument in writing, signing by Eleanor and Paul and witnessed accordingly.

15. INDEPENDENT LEGAL ADVICE

- 15.1 Eleanor and Paul each hereby specifically acknowledges that she or he:
- (a) understands her or his respective rights and obligations under this agreement, the nature of this agreement and the consequences of this agreement;
 - (b) is signing this agreement voluntarily;
 - (c) has read the agreement in its entirety and has full knowledge of the contents;
 - (e) acknowledges that the terms of this agreement are fair and reasonable;
 - (g) is entering into this agreement without any undue influence, fraud or coercion whatsoever;
 - (h) Eleanor has received independent legal advice from Simonetta Lanzi of the law firm of Reilly, D'Heureux, Lanzi LLP; and
 - (j) Paul has received independent legal advice from Stanley J. Potter, Barrister and Solicitor;
 - (k) The parties acknowledge that they have instructed their solicitors not to prepare financial statements and net family property statements as contemplated under the *Family Law Rules* and *Rules of Practice*. The parties acknowledge that they have informed their solicitors not to obtain this financial disclosure from the other party.



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16. STRICT PERFORMANCE

16.1 The parties agree that the failure of either of them to insist in any one or more instance or instances on the strict performance of one or more of the covenants or provisions of this Agreement shall not be and is not evidence of any waiver of a breach or relinquishment for the future of such covenant or provision and the same shall continue and remain in full force and effect.

17. TRUSTS

17.1 Subject to the provisions of this Agreement each party acknowledges and agrees that neither of them holds any property, in trust for the other, whether by way of resulting trust, constructive trust, or any other type of trust.

18. EX GRATIA PAYMENTS

18.1 The parties agree that any ex gratia payments made by either of them for the benefit of the other shall be regarded as purely voluntary and entirely without prejudice to the rights conferred by this Agreement. Such payments shall in no way be construed as a variation of the provisions of this Agreement, regardless of the matter or form in which such ex gratia payments are made. The parties agree that in any subsequent proceedings the recipient of the payments described in this paragraph shall be estopped from relying in any way on the aforementioned payments.

19. COSTS

19.1 Neither party shall be obliged to contribute to the legal fees and disbursements incurred by the other in the negotiation and execution of this Agreement.

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20. AGREEMENT TO SURVIVE DIVORCE AND DEATH

20.1 The parties agree that this Agreement is intended to survive divorce or the death of a party and will be binding on the heirs, administrators, executors and assigns of the deceased party or parties.

21. HEADINGS

21.1 The headings in this Agreement are for convenience only and shall not be construed to affect the meaning of the paragraphs so headed.

22. JOINT PREPARATION OF AGREEMENT

22.1 Each party personally and by her or his lawyer has participated in the preparation of this Agreement. The Agreement shall be construed as if the parties were joint authors and it shall not be construed against one party as if that party or her or his lawyer were the sole or majority author of this Agreement.


23. SOLICITORS' ATTESTATION

23.1 Each lawyer signs this Agreement not only in the capacity of witness but also to attest that she has explained to her client, the meaning and implications at law of each provision of this Agreement.



A handwritten signature in black ink, consisting of a large, stylized initial 'E' followed by a cursive name.

IN WITNESS WHEREOF, Paul hereunto set his hand this 21 day of November, 2003, and Eleanor hereunto set her hand this 4th day of ~~November~~ December, 2003 to this and the previous 18 pages.

SIGNED, SEALED AND DELIVERED
in the presence of


As to the signature of
Eleanor WELSH


As to the signature of
Paul COOKSON

)
) 
)
) ELEANOR WELSH
)
) 
) PAUL COOKSON
)



SCHEDULE A

ITEMS TO BE REMOVED BY PAUL FROM 361 ROUGE HILL

Toshiba 55" T.V
JVC 30" T.V.
Toshiba DVD Player
Technics Stereo, CD Player
1 Glider rocker
BBQ on deck
Leather office chair
Large Tiffany lamp
1 small Tiffany lamp
Table hockey
Tools
Lawn mower
"leadership" motivational print
Karaoke machine
boxes with trophies

