

SEPARATION AGREEMENT

This agreement is dated 04-13-2016.

BETWEEN:

Carol Smith
124 Fake St.
Vancouver BC V6C 3A8

AND:

John Smith
124 Fake St.
Vancouver BC V6C 3A8

Facts:

We got married on Friday, February 2, 1990.
We have a marriage agreement.
We have been separated since Tuesday, March 3, 2015.

Carol Smith's date of birth is: Sunday, January 1, 1967.
Carol Smith's occupation is: Dental Assistant.
Carol Smith's income is: \$40,000.

John Smith's date of birth is: Friday, January 1, 1965.
John Smith's occupation is: Store Manager.
John Smith's income is: \$60,000.

We are the parents of the following children:
- Joe Smith, born on Tuesday, January 1, 2002
- Elizabeth Smith, born on Sunday, January 1, 2006

We conclude that our marriage does not work for us anymore. That is why we are ending our marriage.
We agree on the issues that are part of this separation agreement.

Terms of the Separation Agreement

As required by the Family Law Act, we have provided full and true information to one another to resolve our family law dispute. This includes, but is not limited to, information about our assets, debts, and income.

We agree that the personal information and facts in this agreement are true and accurate.

Agreements

Our children

As parents of Joe Smith, Elizabeth Smith we made agreements about parenting to help us provide a loving, stable, caring, and safe environment for our children. These agreements are in line with their age and needs.

In this Separation Agreement, we made parenting agreements about our children. As much as possible, we have involved our children in these arrangements.

We recognize that it is valuable and important that our children have a loving and supportive relationship with each of their parents.

We are both responsible for, and will contribute to, our children's care and upbringing.

We will try our best to fully cooperate with each other as parents.

We agree to make decisions that are in our children's best interests. We will put their interests ahead of our own.

No matter where our children live, we will regularly consult with each other and keep each other informed about our children.

We will find an appropriate way to include our children's views in our discussions.

We will make it clear to our children that, although we ask for their input, they are not responsible for our decisions. We are responsible for making these decisions.

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We agree that we will communicate politely with each other. We will not argue in front of our children or involve them in any conflict between us.

We will both support and foster our children's relationship with the other parent. We will not speak negatively about the other parent. We will encourage our children to spend time with their other parent and their extended family.

We have drawn up this Parenting Plan to help us provide a loving, stable, caring, and safe environment for our children in line with their age and needs.

Parenting Time

We think it's in the best interest of our children and agree that:

We continue to be guardians of our son, Joe Smith ("Joe"), and our daughter, Elizabeth Smith ("Elizabeth").

Joe and Elizabeth will ordinarily reside with Carol. John will have parenting time with Joe and Elizabeth as follows:

- a) every second weekend, from Friday at 3:00 p.m. to Sunday at 5:00 p.m.; and,
- b) Wednesday evenings every week, from 3:00 p.m. to 7:00 p.m.

We will work out the details of how our children will move between us to fit with their routines and needs. In the meantime, neither parent will take Joe or Elizabeth out of the Lower Mainland without the consent of the other. This consent will not be unreasonably withheld or refused.

We will encourage our children to keep in touch with the other parent at other times through telephone calls, text messages, Skype, FaceTime, and other means of electronic communication at all reasonable times.

Holidays and special days

We think it's important that our children spend holidays and special days with both parents. That's why we agree that:

We agree that our children will spend other holidays and special days with each parent as follows:

- children's birthdays: 5 hours on each child's birthday with each parent, with times to be agreed on by John and Carol;
- parents' birthdays: 4 hours on each parent's birthday with each parent, with times to be agreed on by John and Carol;
- Mother's Day: from 9:00 a.m. to 7:00 p.m. with Carol;
- Father's Day: from 9:00 a.m. to 7:00 p.m. with John;
- Summer holidays: 3 consecutive weeks with John over the course of July and/or August, with dates to

be agreed on in writing by John and Carol by March 31 of each year;

- two-week Spring break holidays: the children will spend the first week with John, starting at 5:00 p.m. on the Friday before Spring break to 5:00 p.m. on the following Saturday. The children will spend the second week with Carol, starting from 5:00 p.m. on the Saturday the children return.

- Winter break holidays: the children will spend one-half of winter break with each parent, except that the children will spend one-half of Christmas Day and one-half of New Year's Day with each parent, with dates and times to be agreed on in writing by Carol and John by October 31 of each year;

- Thanksgiving holiday: from 9:00 a.m. to 2:00 p.m. with Carol in even-numbered years and from 2:00 p.m. to 7:30 p.m. with John in odd-numbered years;

- Halloween: from 5:00 p.m. to 8:00 p.m. with Carol in even-numbered years and with John in odd numbered years;

- four-day Easter weekend holiday: the children will spend one-half of the long weekend with each parent, with dates and times to be agreed on by Carol and John in writing by March 1 of each year;

- Victoria Day weekend holiday: follow the regular parenting time schedule for Saturday and Sunday and alternate Victoria Day between even-numbered years for Carol and odd-numbered years for John.

When a holiday falls on a weekend, our children will spend that holiday with the parent they are scheduled to be with that holiday.

When a holiday falls on the Friday before or the Monday after a weekend, our children will spend that holiday with the parent they are scheduled to be with that holiday.

If the holiday schedule results in our children spending 3 weekends in a row with the same parent, the other parent will have our children the weekend following the holiday weekend. This will result in each parent having the children for 2 weekends in a row.

Guardianship

We acknowledge that our responsibilities as parents include:

- our children's physical care, health, and safety
- our children's emotional stability
- our children's changing needs as they grow and mature
- protecting our children so they are not exposed to harmful parental conflict that is prolonged or aggressive
- co-operating with each other to make decisions in our children's best interests
- respecting our children's relationship with each of us
- taking into account each child's wishes and feelings as circumstances change and as they develop

Information

We think it's important that both of us know about the important events and issues in the lives of our children. This includes things that happen while they're with the other parent. That's why we agree that:

We will update each other in writing, by phone, or in-person at least once every two weeks. More specifically, we will inform each other by every second Friday of the month, or at any other time that we mutually agree upon in advance.

We will primarily use telephone, in-person contact, email, and text messaging to share information about our children.

Decisions

We continue to share responsibility for making decisions about our children after separation. That's why we agree that:

Major decisions

We will make major decisions together, such as decisions about education, healthcare, and religion. If we cannot reach an agreement about a major decision, we will use the dispute resolution process set out in the dispute resolution section of the agreement.

Day-to-day decisions

During their parenting time, that parent can make day-to-day decisions about the children, including decisions about things like homework, bedtime, and chores.

Emergency decisions

In a health emergency, the parent who is having parenting time with the children can make the decision about healthcare. If a parent makes an emergency health decision, the parent who has made the decision must immediately contact and notify the other parent.

Foreign Travel

When needed, each parent will provide the other with a notarized (consent) letter setting out the dates on which the other parent is allowed to travel with Joe and Elizabeth and the location (i.e. country) to which the children may be taken.

Carol may apply for or renew a passport for Joe and Elizabeth, and John will co-operate in such an application or renewal.

The passports of Joe and Elizabeth will be kept by Carol and provided to John for the purpose of any agreed trips abroad. Carol must deliver up to John the passport for Joe and Elizabeth 7 days before the departure date for any agreed on travel.

The parent travelling with the child can make emergency health and medical decisions on behalf of the child if necessary.

In the event that either parent dies, the surviving guardian(s) will be the only guardian(s) of the child.

Child Support

We're financially responsible for our children after we separate. It's important that our children's needs are met. That's why we agree that:

Agreement on guideline income

John's gross annual (yearly) income for determining child support under the Federal Child Support Guidelines is \$70,000.

Carol's annual income for determining child support under the Federal Child Support Guidelines is \$40,000.

Child support will be determined under the Federal Child Support Guidelines. John will pay child support of \$1,062.00 starting on May 1, 2016. Payments will be made to Carol by John every month, on the 1st day of each month.

Special or extraordinary expenses

We will share the costs of special or extraordinary expenses in proportion to each of our guideline incomes. That is, John will pay 57% of the special or extraordinary expenses and Carol will pay 43%, starting on May 1, 2016 and then on every 1st day of the month.

For the purpose of calculating our share of any special or extraordinary expenses made for our children, we will take into account any tax benefit or subsidy for the expense.

These are the special or extraordinary expenses we currently agree to share:

(a) all costs of education, except:

- i) regularly recurring expenses, such as clothing, food, and transportation to and from school;
- ii) any school-sponsored field trips costing less than \$100; and,
- iii) any sport or recreational activity that is not school-sponsored;

(b) the following medical and dental expenses:

- i) the portion of the medical or dental insurance premiums attributable to Joe and Elizabeth;
- ii) any other health-related expenses that are more than \$100 annually in insurance reimbursement, including orthodontic treatment, professional counselling provided by a psychologist, social worker, psychiatrist, or any other person, physiotherapy, occupational therapy, speech therapy, and prescription drugs, hearing aids, glasses, and contact lenses, and,

(c) other future expenses that John and Carol agree to qualify as special or extraordinary expenses, or such expenses that are determined to be special or extraordinary expenses after going through dispute resolution as set out in this agreement.

By May 31st of each year we will review all expenses and payments and make sure that each of us has paid their share of the special or extraordinary expenses for the previous year as set out in this agreement. If one of us has not paid their share, they will pay the amount owed to the other within 30 days.

When child support ends

The child support we agreed to will end when our children:

- get married,
- are self-supporting, or
- are 19 years of age.

If either or both of our children who meet(s) any of the conditions above cannot support themselves because of illness, disability, or the pursuit of education, we will review and determine child support for that child based on the child's actual and reasonable needs and expenses, less the amount that the child can be expected to contribute to their own support.

Sharing information and reviews

By May 31st of each year we will provide each other with the tax assessment from the previous year or with any other information required to confirm that the appropriate amount of child support is being paid.

Obligation to notify

We will inform each other about any material change of circumstances that occurs in our lives and that may affect our child support obligations.

Medical and Dental Expenses

We will make decisions about medical issues together whenever possible. If our child needs urgent medical care, the parent our child is with at the time will decide what is in our child's best interest. That parent will inform the other parent as soon as possible.

We're financially responsible for our children after our separation. It's important that our children's needs are met. That's why we agree that:

We will make decisions about medical issues together whenever possible. If our child needs urgent medical care, the parent our child is with at the time will decide what is in our child's best interest. That parent will inform the other parent as soon as possible.

We're financially responsible for our children after our separation. It's important that our children's needs are met. That's why we agree that:

Carol and John will each maintain the medical, extended health, and dental insurance that is available through their employment to cover our children until the obligation to pay child support under this agreement ends. In proportion to our incomes, we will share any additional amount above \$100 a year that must be paid.

Sharing information and reviews:

By May 31st of each year, we will provide each other with the tax assessment from the previous year or with any other information required to confirm that the appropriate amount of child support is being paid.

Obligation to notify:

We will inform each other about any material change of circumstances that occurs in our lives and that may affect our child support obligations.

Income

Spousal support

It's important that we share any financial advantages and disadvantages from our relationship and separation. It's also important that our standards of living aren't significantly different. That's why we agree that:

John will pay Carol spousal support of \$100 per month.

Spousal support is calculated using the Spousal Support Advisory Guidelines and is based on John having an income of \$70,000 per year and on Carol having an income of \$40,000 per year and the parties having 2 children.

Spousal support will be paid on the 1st day of each month starting on May 1, 2016.
Spousal support will end on December 31, 2021.

All spousal support paid since May 1, 2016 will be:

- (a) included in calculating Carol's income for the years Carol received it, and
- (b) deducted in calculating John's income for those years.

Home and housing

Our home

It's important that each of us has a place to call home. That's why we agree that:

We will arrange our living situation in the following way:

- 1) The property at 2782 Oval Drive, in Langley, BC, is the family home. Two years after this Agreement is signed, John will transfer his interest in the family home to Carol.
- 2) Carol will pay John the sum of \$98,000 for the transfer of his interest to her.
- 3) Carol is responsible for paying all of the costs (including legal and registration fees and property transfer tax) of the transfer of the family home into Carol's name.
- 4) Until John's interest is transferred to Carol, John will continue to pay the monthly mortgage payments directly to Scotiabank on the last day of each month.
- 5) After the family home has been transferred to Carol, Carol will be responsible for:
 - i) all Scotiabank mortgage payments;
 - ii) all other charges registered against the family home; and
 - iii) taxes, water, sewer, insurance, repairs, maintenance, and any other expenses related to the family home.
- 6) Carol will do her best to have John released from any financial obligations and liabilities under the Scotiabank mortgage.

Properties and Debts

Financial Assets

It's important that we divide of our property, assets, and debts fairly. That's why we agree that:

We will divide our financial assets as of the date this Agreement is signed as set out below. This obligation is to be satisfied no later than 90 days after this date. On that day, ownership will be transferred as follows:

Money from bank accounts:

Carol will keep \$11,000 in her bank account number 23457509 at the BlueMoon Bank.
John will keep \$26,000 in his bank account number 87945612 at the Sinclair Bank.
Carol and John will equally divide \$17,000 in joint bank account number 42015789 at the BlueMoon Bank and \$24,000 in joint bank account number 8873210 at Scotiabank.

Savings and investments:

When this agreement is signed, John will transfer:

1) \$14,000 from Sinclair Bank investment account number 76540123 to Carol's bank account at BlueMoon Bank (bank account number 23457509). This represents 50% of the value of the John's Sinclair Bank investment account; and,

2) \$7,800 from Sinclair Bank savings account number 65894703 to Carol's bank account at BlueMoon Bank (bank account number 23457509). This represents 50% of the value of the John's Sinclair Bank savings account.

RRSP

When this agreement is signed, John will transfer \$15,000 from John's RRSP to a Registered Retirement Savings Plan in Carol's name by way of a spousal rollover under the Income Tax Act.

RESP

John will maintain the BlueMoon Bank RESP and be a trustee of the RESP Savings Accounts for Joe and Elizabeth. Any portion of the RESP not used for the benefit of Joe or Elizabeth by age 25 reverts to John, who is free to collapse the RESP responsible for the payment of any taxes arising from collapsing the RESP.

Shares

When this Agreement is signed, John will transfer to Carol 50% of his shares in Outlander Sky Mountain Company.

Balance and fairness:

To achieve a fair division of property, John will pay an equalization payment of \$25,000 to Carol. The equalization payment is based on ensuring that Carol has sufficient liquid assets and as a contribution towards the payment of debts for which Carol remains responsible.

We will make sure that all assets are transferred correctly. The person who receives the asset will take care of the transfer. In general, the person in whose name the account, investment, or policy is registered will liaise with the provider to implement the agreement. The other person will fully cooperate to make sure that everything that is needed will be done.

Pensions

It's important that we divide our pensions fairly. That's why we agree that:

John's Employment Pension Plan

Carol is entitled to receive a share of John's pension benefits under the Treetop Management Association Pension Benefits Plan, as determined and divided under Part 6 of the BC Family Law Act.

The dates to use for calculating Carol's share (entitlement dates) are from June 7, 2001 (date of marriage) to February 19, 2012 (date of separation).

If John receives any portion of Carol's share, John holds that in trust for Carol and must immediately pay it to Carol. Carol agrees to file the prescribed forms for receiving that share.

Canada Pension Plan

1) Carol or John may apply for the division of unadjusted pensionable earnings under the Canada Pension Plan on the first anniversary of this Agreement or on a divorce, whichever event occurs first.

2) When this Agreement is signed, each of us will give the other a copy of each other's Social Insurance Number card and birth certificate.

3) For the purposes of the division, Carol and John confirm that:

- a) they began living together in a marriage-like relationship on May 2, 1999;
- b) they were married on June 7, 2001;
- c) they separated on February 19, 2012; and,
- d) there were no periods of separation during their relationship.

Special possessions

It's important that we each keep certain things that have special meaning for us. That's why we agree that:

We will each keep the special things we value.

Carol will get the following possessions that have special meaning to her:

- 1) blue, yellow, and white painting by her grandmother of the sun setting over the water;
- 2) small heart-shaped diamond necklace give to her by her mother; and,
- 3) Sun brand violin that she had as a child.

John will get the following possessions that have special meaning to him:

- 1) vinyl record player given to him by his father;
- 2) Canon 7s, 50mm f/0.95 collectible camera; and,
- 3) his collectible hockey cards.

Other possessions

It's important that we share our property and assets fairly and that our agreement is clear about how we'll do this. That's why we agree that:

All our possessions are family property and we will divide them or their value equally.

Carol will get the following possessions:

- 1) paisley set of dishes;
- 2) small kitchen appliances (microwave, toaster oven, toaster)
- 3) household furniture (sofa and chair, beds)
- 4) large BBQ;
- 5) family photo albums
- 6) personal photo albums and pictures
- 7) camping and hiking gear
- 8) personal books
- 9) personal papers and documents;
- 10) all personal clothes
- 11) technology (desktop computer, laptop, SLR Canon camera, Canon point-and-shoot camera, TV, her cell phone); and,
- 12) her bicycle.

John will get the following possessions:

- 1) all tools;
- 2) blue-ringed dishes;
- 3) small BBQ
- 4) personal photo albums and pictures;
- 5) personal books;
- 6) personal papers and documents;
- 7) personal audio equipment (headphones, speakers);
- 8) all personal clothes;
- 9) technology (Ipad, small TV, his cell phone); and,
- 10) his bicycle and riding gear.

The value of the possessions that Carol keeps is \$2,000 higher, so she will pay one-third of that amount to John.

We will take all the necessary steps to make sure that the possessions are transferred in a timely way. We will cooperate with each other in the transfer of the possessions.

Debts

It's important that we divide our debts fairly. That's why we agree that:

Each of us will:

- 1) be responsible for the payment of our own personal financial obligations, and
- 2) will pay the other person back if they are held responsible for the debt for any reason.

We will divide our joint debts as follows:

We have a debt of \$75,000 to Revolving Door Bank. We agree that John will pay 57% of this debt and Carol will pay 43% of this debt and the related interest. Each will pay his/her share directly to Revolving Door Bank.

We will do everything possible to prevent the other person being held responsible for the debt we take on after this agreement has been signed. We will pay the other person back if they are held responsible for the debt for any reason.

Communication

Effective communication

It's important that we communicate effectively with each other during our separation. This will help us come to a sustainable and fair outcome. That's why we agree that:

We'll communicate mainly through MyLawBC. This will be our main channel of communication. We'll always respond to each other within 2 days, unless we agree otherwise. If needed, we'll plan to meet in person or online through MyLawBC. We'll deal with practical day-to-day issues through email, text, and phone.

Dispute resolution

It's important that we try to resolve disputes about the agreement as cooperatively as possible. That's why we agree that:

We'll try our best to resolve disputes through discussion, negotiation, and co-operation. If we can't resolve a dispute about the agreement through discussion and negotiation, we'll try to resolve it through mediation. John will pay 60% of the cost of mediation and Carol will pay 40% of the cost of mediation.

If we can't resolve our dispute through mediation, either of us can take further proceedings to try to resolve the dispute, including court proceedings.

If court proceedings are required to resolve a dispute, the party who refused to mediate must pay \$1,000 to the other party as a contribution towards the legal fees incurred by the other party.

The law of British Columbia applies to this agreement unless we agree otherwise.

Tax implications

We understand that our agreement may have tax implications for one or both of us. That is why we will get legal and/or financial advice.

Next steps

We agree that this agreement reflects a fair division of our property and debts. That is why we agree that we will cooperate to take the required steps to make this separation agreement legally binding.

Release

Except as otherwise provided in this agreement, each party gives up any claim against the other, to the other's property, estate, or to any right that may be claimed through the other.

Acknowledgements

This agreement has been fairly negotiated and represents our intentions and expectations. We each acknowledge that we:

- have read the entire agreement carefully;
- know and understand the contents of this agreement;
- are fully aware of the effect, purpose, and intent of this agreement; and
- are signing this agreement voluntarily without any undue influence or coercion by the other party or anyone else.

Agreement surviving divorce

When the other requests, we agree to cooperate to be served personally with a Notice of Family Claim regarding an undefended divorce or any similar type of document.

If either one of us applies for a divorce, that person will present this agreement to the Court on the express understanding by both of us that all of this agreement's covenants, terms, and provisions will survive the divorce and continue in full force and effect.

Changing the agreement

Any changes to this agreement must be made in writing and signed by both of us.

Please check before signing:

Carol Smith

has consulted a lawyer and received independent legal advice about the agreement.
knows that they can get independent legal advice about the agreement but has decided not to.

John Smith

has consulted a lawyer and received independent legal advice about the agreement.
knows that they can get independent legal advice about the agreement but has decided not to.

Agreed and signed

on date:

.....
(Name)

on date:

.....
(Name)

Witness:

on date:

.....
(Name)

Witness:

on date:

.....
(Name)