



IN THE MATTER OF THE *ARBITRATION ACT* R.S.A. 2000 C. A-43 AS AMENDED

ENTERED INTO THIS ____ OF OCTOBER, 2023

BETWEEN:

[PARTY 1 FULL]

("[Party 1]")

- and -

[PARTY 2 FULL]

("[Party 2]")

- and -

SIERRA YANUSH

(the "Mediator/Arbitrator")

MEDIATION/ARBITRATION AGREEMENT

RECITALS

1. The parties are unable to resolve issues resulting from the breakdown of their marriage/cohabitation and have commenced Action No. _____.
2. [Party 1] and [Party 2] have agreed to retain the Mediator/Arbitrator to mediate and/or arbitrate specified issues and the Mediator/Arbitrator has agreed to accept such appointment.
3. The Mediator/Arbitrator for this Arbitration is Sierra Yanush.

4. It is the intention and desire of the parties that there be a final determination of the defined issues either by mediation or by binding arbitration pursuant to the provisions of the **Arbitration Act**, R.S.A. 2000, Chapter A-43, and amendments thereto (the "Act") and the laws applicable to the issues in dispute in the Province of Alberta.
5. Both parties acknowledge they have been individually screened for issues of Family Violence and or Power Imbalances and that they both are voluntarily agreeing to the terms of this agreement.
6. The parties have entered into this Agreement having been advised by their respective legal counsel of their rights and obligations in relation to the issues in dispute and of their right to proceed to have this matter determined in Court.
7. The parties acknowledge the Mediator/Arbitrator does not offer legal advice, nor provide legal counsel. Each party is recommended to retain their own legal counsel in order to be properly advised about their legal interests, rights and obligations; Each have confirmed they believe the Mediator/Arbitrator has no conflicts or appearance of a conflict with the interests of the parties.
8. This Agreement may be executed remotely by video and shared by fax or email. It may be executed in Counterpart, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one and the same Agreement.
9. All existing legal actions shall not be discontinued during the process of this Arbitration, but all proceedings herein shall be stayed until an award is published. This stay does not affect the ability of the parties to file orders conforming to any direction or award so that they may be enforced. Any applicable limitation periods occurring between the date of this agreement and the issuance of an arbitration award shall be suspended and recommence upon issuance of the arbitration award.

WHEREFORE the parties agree as follows:

10. The above recitals shall be incorporated into and form part of this agreement.

AGREEMENT

11. This Agreement is a Mediation/Arbitration Agreement entered into pursuant the *Arbitration Act*. It is effective when:
 - a) it has been signed by both parties and witnessed; and
 - b) each party's Lawyer's Certificate of Independent Legal Advice has been signed, in the forms attached.

12. As set-out in this Agreement, the Mediator/Arbitrator may act as Mediator or Mediator/Arbitrator, but throughout she shall be termed the Mediator/Arbitrator.
13. This Agreement may be signed in counterpart.

WAIVER OF RIGHTS TO LITIGATE IN COURT

14. The parties waive any right to further litigate the issues listed in paragraph 19 below in Court subject to the right of appeal and rights under the *Arbitration Act*.
15. Where this Agreement and the *Arbitration Act* differ, this Agreement shall prevail and override the *Arbitration Act*. However, sections 5(2), 19, 39, 44(2), 45, 47 and 49 of the *Arbitration Act* apply and cannot be overridden by this Agreement.
16. Nothing in this Agreement impairs any enforcement rights that a party may have through the courts or otherwise.
17. On Application by either party and subject to the Court's discretion, the operative terms of this Agreement may be incorporated into a consent Court order.

DEFINITIONS

18. In this process:
 - a) "*Arbitration Act*" means the *Arbitration Act*, R.S.A. 2000 c. A-43, as amended;
 - b) "*Adult Interdependent Relationships Act*" means the *Adult Interdependent Relationship Act*, S.A. 2002 c. A-4.5, as amended;
 - c) "*Child, Youth and Family Act*" means *Child Youth and Family Enhancement Act*, R.S.A. 2000 c. C-12, as amended
 - d) "*Divorce Act*" means the *Divorce Act*, R.S.C., 1985, c.3 (2nd Supp.), as amended;
 - e) "*Dower Act*" means the *Dower Act*, R.S.A. 2000 c. D-15, as amended;
 - f) "*Family Law Act*" means the *Family Law Act*, S.A. 2003 c. F-4.5, as amended;
 - g) "*Family Statutes Amendment Act*" means the *Family Statutes Amendment Act*, 2018, S.A. 2018 c,18;
 - h) "*Family Property Act*" means the *Family Property Act*, R.S.A. 2000 c. F4.7, as amended;

- i) “*Matrimonial Property Act*” means the *Matrimonial Property Act*, R.S.A. 2000 c. M-8, as amended;
- j) “*Wills and Succession Act*” means the *Wills and Succession Act*, S.A. 2010 c. W-12.2;
- k) “party” or “parties” means [Party 1 Full] or [Party 1] or [Party 2 Full] and [Party 2] collectively;
- l) “property” has the same meaning as used in the *Matrimonial Property Act* or *Family Property Act*; and
- m) the Mediator/Arbitrator for this Arbitration is Pam L. Bell. As set-out in this Agreement the Mediator/Arbitrator may act as Mediator or Arbitrator, but throughout she shall be referenced as the Mediator/Arbitrator.

SUBSTANTIVE ISSUES

19. The following issues are being submitted for the determination of temporary relief, if appropriate, and for final determination:

- Parenting Time/Decision Making
- Determination of *Guideline Incomes* of the parties
- Child support including retroactive and ongoing support including S 7 expenses
- Spousal/Partner support including retroactive and ongoing support
- Property including claimed exemptions, valuation, division and tax consequences
- Costs
- Other: Any issues arising from the above-defined issues

COSTS

20. The Mediator/Arbitrator shall also have the jurisdiction to award costs, both interim, if appropriate, and final.

APPEAL PERIOD

21. The appeal period on any issue set-out in paragraph 19 will commence on the day an Arbitration Award is issued, subject to an Application pursuant to s.40 or s.43 of the *Arbitration Act*. The appeal period on a costs award shall commence on the day the costs award is issued.

CONFIDENTIALITY

22. The proceedings under this Agreement and the record, shall be private and confidential, except as may be necessary to implement or to enforce the Mediator/Arbitrator's award, and subject to their being produced in proceedings for judicial review or appeal or as otherwise required by law. The parties, their counsel and the Mediator/Arbitrator shall not disclose any information about the parties or the arbitration to anyone, except as required by law.
23. The parties acknowledge and agree that the Mediator/Arbitrator's legal obligations to disclose may include:
- a) reporting a child in need of protection in accordance with the *Child Youth and Family Enhancement Act*, R.S.A. 2000 c. C-12, as amended; and
 - b) where she believes upon reasonable grounds that there is an imminent risk to an identifiable person or group of death or serious bodily or psychological harm, disclosing such confidential information that is required in the circumstances to prevent such death or harm.

MEDIATION

24. The Mediator/Arbitrator under s. 35 of the Arbitration Act may conduct a mediation in respect of the issues in dispute if it appears that mediation may resolve some or all of the issues between the parties. The procedure for the mediation (including whether the process is virtual or in person, the date, time and place) shall be determined by the Mediator/Arbitrator in consultation with the parties, their counsel or both.
25. The parties specifically agree that the Mediator/Arbitrator may act as Mediator in this matter and that the Mediator/Arbitrator is not disqualified from adjudicating as Arbitrator any or all issues because she has acted as Mediator in an attempt to resolve the issues before her.
26. The parties agree that the mediation sessions are settlement negotiations and that disclosures made during the mediation sessions are inadmissible in the arbitration phase of this mediation-arbitration, unless they agree otherwise, and in any future litigation or arbitration. The Mediator will act as a neutral facilitator in the settlement negotiations.

27. In mediation, the Mediator/Arbitrator may meet with the parties together or separately, with or without counsel present, and with whomever the Mediator/Arbitrator deems relevant to a resolution of the issues between the parties. Any meeting between the Mediator/Arbitrator and any person who is not a party, shall only occur with the consent of the parties.
28. The parties acknowledge and agree that in assisting them in resolving the issues in paragraph 19 above in mediation, the Mediator/Arbitrator will be acting in her capacity as a mediator and that she will not provide legal advice to the parties, individually or collectively. If, during the course of the mediation, the mediator comments on an issue or expresses an opinion as to settlement options in order to assist the parties in considering, weighing and assessing settlement options, the parties acknowledge that the opinion or comment is not to be construed as constituting a statement of the law or legal advice in any respect, nor is it a binding direction.
29. In the event the parties are successful in a settlement of all or some of the issues in dispute during the mediation phase, a Consent Arbitration Award shall be granted pursuant to Section 36 of the *Arbitration Act*.
30. The mediation shall continue until either party invokes the Arbitration process or the Mediator/Arbitrator determines that continued mediation is unlikely to result in a settlement, at which point the Mediator/Arbitrator may terminate the mediation and set a process for an arbitration, for an interim award or otherwise.

INTERIM AWARDS

31. Upon the Application of either party, the Mediator/Arbitrator may make a procedural direction or interim award on any procedural issue or any substantive issue for which the Mediator/Arbitrator may make a final award. After issuing a procedural direction or interim award, the mediation process may continue if both parties consent to a further mediation process.
32. Interim Applications for an Arbitration Award shall be made by letter/email to the Mediator/Arbitrator, copied to the opposite party, setting-out:
 - a) the specific relief requested/required;
 - b) the grounds for the relief requested/required;
 - c) the proposed time frame for the hearing (short notice Applications should include a description of the circumstances creating the urgency);
 - d) the proposed form of evidence to be adduced in support of the Application (i.e., Affidavit or oral evidence); and

- e) the witnesses giving evidence in support of the Application (other than the party bringing the Application).

COMMUNICATION WITH THE MEDIATOR/ARBITRATOR

- 33. Subject to emergencies, communication with the Mediator/Arbitrator by a party or their counsel, if represented by counsel, shall only occur either in the presence of the other party or by the other being copied simultaneously with any written communication. An emergency private communication may be made to the Mediator/Arbitrator in certain circumstances in which it is clear that including or copying the other could create irreparable harm, e.g., a party is planning to remove the children illegally from the country and you need to make an Application to prevent it from happening. These circumstances are rare. The general rule is that both sides are entitled to know what the Mediator/Arbitrator is told, hears or is advised of by the other party.
- 34. The Mediator/Arbitrator shall not be copied on communications between the parties or between counsel. The Mediator/Arbitrator may direct that only one party pay 100% of the costs related to certain correspondence she receives or of any other work, required because of the actions of one party. The Mediator/Arbitrator may also limit the amount of communication and correspondence either party may direct to her in the interest of cost, efficiency and proportionality. If not an agreed-to joint communication, such communication shall be limited to process matters (i.e. deadlines and scheduling matters) and argument or evidence required to determine said process matters shall be heard as agreed or as determined by the Arbitrator.

PROCEDURE FOR ARBITRATION

- 35. The arbitration shall take place at the dates and times to be set by the Mediator/Arbitrator in consultation with the parties (and their counsel, if applicable).
- 36. The procedure for the arbitration shall be determined by the Mediator/Arbitrator in consultation with the parties (and their counsel, if applicable) by way of a pre-arbitration conference.
- 37. If an arbitration hearing is conducted, it may be conducted in person; electronically; by telephone; by teleconference; by written submissions or by any other procedure, which shall be determined by the Mediator/Arbitrator in consultation with the parties (and their counsel, if applicable).
- 38. The Mediator/Arbitrator may determine a timetable for the delivery of briefs, financial disclosure, form of award, other documents, and other procedural interim matters.
- 39. The Arbitration shall be subject to the *Arbitration Act*.

40. The Mediator/Arbitrator may deliver notices, awards or other communications to the parties via ordinary mail, fax or e-mail.

CONDUCT OF ARBITRATION HEARING

41. At the arbitration hearings, the Mediator/Arbitrator shall apply the principles of natural justice. She shall not be bound by the strict rules of evidence in force in this Province, but may receive any evidence to be submitted to her by the parties which the Mediator/Arbitrator believes to be relevant to the issues or that will enable the Mediator/Arbitrator to arrive at a fair and proper decision.
42. The Mediator/Arbitrator shall have full power and authority to rule on any questions of law applying to the admission of evidence or determination of the issues, in the same manner as a Justice of the Court of King's Bench. Whether argued or not, the Mediator/Arbitrator has the option to rely on seminal case law with respect to the issues to be determined.
43. Notwithstanding paragraph 26, the Mediator/Arbitrator may, with the consent of both parties, admit into evidence documents or other information received by her during the mediation phase.
44. The parties agree: *(select one)*
- there shall be a Court reporter, the cost of which shall initially be shared equally by the parties;
 - there shall not be a Court reporter;
 - there shall be a Court reporter for all or part of any arbitration, as determined by the Mediator/Arbitrator in consultation with the parties (and counsel, if applicable); or
 - the costs of the Court Reporter shall be shared equally by the parties where they have both agreed to engage a Court Reporter, and if there is no agreement, the party requesting the Court Reporter shall be responsible for paying the Court Reporter in the first instance.

PRE-ARBITRATION CONFERENCE

45. The Mediator/Arbitrator may convene a pre-arbitration conference to determine:
- a) the issues for the arbitration, which shall thereafter be confirmed in writing;
 - b) the documents to be provided prior to the commencement of the arbitration and deadlines;
 - c) the order of presentation of evidence;

- d) the names, addresses and telephone numbers of witnesses to be called and a synopsis of their evidence;
- e) a timetable for pre-arbitration events, including the exchange of expert reports, the delivery of opening statements, the exchange of document briefs and questioning, if required;
- f) estimates of the time required for the arbitration;
- g) any physical arrangements necessary for the attendance of parties or witnesses;
- h) whether all or a portion of the evidence given shall be transcribed by a court reporter; and
- i) the timing and amount of further retainers for the arbitration.

EXPERT EVIDENCE FOR ARBITRATION HEARING

- 46. The parties specifically authorize the Mediator/Arbitrator to determine the necessity of retaining professional(s) to provide expert opinion(s) respecting any outstanding issue(s) and to retain such professional(s) as she deems appropriate.
- 47. The parties agree to contribute to the fees of the expert(s) retained pursuant to paragraph 46, in the amounts or proportions determined by the Mediator/Arbitrator and authorize the Mediator/Arbitrator to include these fees as a disbursement on her account to the parties.

WITHDRAWAL FROM MEDIATION OR ARBITRATION

- 48. Neither party may unilaterally withdraw from this Agreement at either the mediation or arbitration stage. However, the parties may jointly terminate this Agreement by their written agreement. Subject to paragraph 50, the Mediator/Arbitrator shall proceed with an arbitration as provided for in this Agreement, notwithstanding that the mediation has been unsuccessful or that one of the parties no longer wants to participate in the arbitration.
- 49. The parties acknowledge and agree that the Mediator/Arbitrator may, if a party fails to appear at a hearing or produce evidence, continue the arbitration and make an award on the evidence before her. The parties understand that if they fail to appear at the date and time set for a hearing, that they do so at their own risk and the hearing may go ahead without their input or evidence and a final non-binding Arbitration Award may be made in their absence.
- 50. The Mediator/Arbitrator may at any time resign from her appointment as Mediator/Arbitrator by providing written notice of her resignation to the parties.

51. In the event that the Mediator/Arbitrator's appointment is terminated, and the parties are unable to agree on a replacement, a Court of competent jurisdiction shall appoint a replacement Mediator/Arbitrator on either arbitration party's Application to the Court, unless both parties have agreed to opt out of the arbitration process.
52. In the event that the Mediator/Arbitrator's appointment is terminated, the parties agree that any interim award(s) made by the Mediator/Arbitrator will continue to bind the parties and will continue in full force and effect (where applicable) in the continuation of the arbitration with the replacement Mediator/Arbitrator.

THE MEDIATOR/ARBITRATOR'S AWARD

53. After the evidence has been received and submissions on the law have been made, and once all outstanding fees of the Mediator/Arbitrator have been paid in full, the Mediator/Arbitrator shall deliver an award on all issues submitted for determination.
54. Such award shall be delivered to the parties simultaneously. The award shall be in writing and shall set forth the facts as found by the Mediator/Arbitrator, apply the appropriate law and state her determination of the issues in dispute.
55. If either party or their counsel find errors in the Award or requires clarification, they are at liberty to bring an Application pursuant to Section 43 of the *Arbitration Act*, within 30 days of receiving the Award.

APPEALS / ENFORCEMENT

56. Any award may be subject to an appeal under the *Arbitration Act*: (select one)
 - a question of law;
 - a question of mixed fact and law; or
 - the parties agree there will be no right of appeal under the *Arbitration Act* from the Mediator/Arbitrator's Award.
57. Subject to the right of appeal set-out in paragraph 56 and subject to each party's right to apply to set aside the Mediator/Arbitrator's Award under sections 44 and 45, of the *Arbitration Act* and subject to the other applicable provisions of the *Arbitration Act*, all awards of the Mediator/Arbitrator shall be binding upon the parties. Any temporary, interim or final award may be incorporated into a Consent Order of the Court of King's Bench of Alberta. Either party may apply for the enforcement of any award.

58. Upon the request of either party, the Mediator/Arbitrator shall issue an Arbitration Award incorporating the terms of any agreement reached by the parties during the course of the Mediation/Arbitration.
59. The decision of the Mediator/Arbitrator on the issues submitted shall be final and binding on the parties, and enforceable in any court of competent jurisdiction and in the same manner as any other judgment of the said Court. The parties agree that the decision of the Mediator/Arbitrator shall be subject to an appeal only on a question of law or mixed fact and law (*parties to choose one of the two*).
60. Each decision of the Mediator/Arbitrator shall be considered a final award for the purposes of the limitation periods set out in the Arbitration Act, notwithstanding that clarification or correction of errors under sections 40 and/or 43 may be pending.
61. In the event one party seeks leave to appeal or to set aside the award, the arbitration award shall be forthwith entered as a judgment of the court. Any applications filed arising from the Arbitration shall be filed in the existing action.
62. The parties agree to enter into a Consent Order incorporating the terms of an award, so that an Application under the *Arbitration Act* to enforce the award will not be necessary.
63. The parties agree that in the event they cannot agree on the entry of a Consent Order or an enforcement Order under the Act for whatever reason, the Mediator/Arbitrator will settle the terms of any such Order, upon the request of either party. The Mediator/Arbitrator may award solicitor-client costs as part of such an award if the Mediator/Arbitrator determines, in her opinion that either party acted unreasonably with respect to the entry or terms of such an Order.
64. The Mediator/Arbitrator shall retain jurisdiction to give directions for the purpose of enforcing any arbitration awards before they become the subject of an Order of the Court.
65. The parties further expressly acknowledge that the ultimate determination of the issues will include questions of mixed fact and law and involve the discretion of the Mediator/Arbitrator.
66. In the event any issue is remitted back to the Mediator/Arbitrator by court order, the Mediator/Arbitrator shall have jurisdiction to determine the process for same at her sole discretion. The Mediator/Arbitrator shall, absent an agreement between the parties' counsels, forthwith upon receiving notice that a matter has been remitted back, advise the parties of the process, and a time period on which a further award shall issue, which shall in the ordinary course not exceed 45 days from the date the matter is remitted back, unless otherwise agreed by the parties.

ARBITRATOR AS PARTY TO AN ACTION

67. The parties further agree that in the event an allegation of bias or breach of natural justice is raised against the Mediator/Arbitrator, the Mediator/Arbitrator shall be at liberty to provide evidence as to the allegations. The costs of same shall be solely the responsibility, in the first instance, of the party raising the allegations, and that party shall be required to deposit, with the Mediator/Arbitrator, the sum of \$5,000. This shall be subject to the Court's determination of costs in the result.
68. Should the Mediator/Arbitrator be requested to attend at a Court of Law, or to prepare documents for submission to the Court, the Mediator/Arbitrator shall be paid \$360.00 per hour and all reasonable disbursements. The party initiating the attendance or participation of the Mediator/Arbitrator shall be solely responsible for all costs of the Mediator/Arbitrator as set out herein.
69. The Mediator/Arbitrator shall not be named as a party in any proceedings in the Court of King's Bench. In the event either party names the Mediator/Arbitrator as a party in any proceedings, that party shall be responsible to pay all costs of the Mediator/Arbitrator on a full indemnity basis for any steps taken by the Mediator/Arbitrator.

THE MEDIATOR/ARBITRATOR'S FEES AND DISBURSEMENTS

70. The Mediator/Arbitrator's fees shall be \$275.00 per hour for the mediation; any pre-arbitration conference; preliminary meetings; interim arbitration; arrangements; preparation for the hearing; attendance at the arbitration hearing; preparation of an award and any other services provided pursuant to this Agreement.
71. Each party shall provide the Mediator/Arbitrator with a retainer in the amount of \$_____, with this retainer to be refreshed from time to time as she shall direct.
72. In the event that one of the parties fails or refuses to pay to the Mediator/Arbitrator his/her share of the Mediator/Arbitrator's fees, disbursements or retainer accounts, the Mediator/Arbitrator may accept payment of the defaulting party's share from the other party and exercise her discretion regarding costs to require the defaulting party to reimburse the other party the amount of such payment.
73. The Mediator/Arbitrator is empowered to order interim fees and disbursements of the arbitration, including her retainer, fees and/or disbursements, on notice to the parties following receipt of submissions if either party wishes.
74. The Mediator/Arbitrator may withhold her award(s) until all outstanding fees, disbursements, or retainers have been paid.

75. The parties agree to the following payment method:

a) Retainer amount paid by each party: \$ _____

b) Credit card for each party:

(i) Name of cardholder: _____

Visa/MC No.: _____

Expiry Date: _____ / _____ CVD No.: _____

(ii) Name of cardholder: _____

Visa/MC No.: _____

Expiry Date: _____ / _____ CVD No.: _____

(iii) Other: _____

WAIVER OF LIABILITY

76. Each party hereby waive any claim or right of action against the Mediator/Arbitrator arising out of these proceedings.

SEVERABILITY OF TERMS

77. Each of the terms of this Agreement are severable from the others and will survive the invalidity or unenforceability of any other term of this Agreement.

BINDING

78. This Agreement shall be binding upon the heirs, executors and administrators, and assigns of the parties hereto.

79. The parties have duly executed this Agreement on the day and year first written above.

[PARTY 1 FULL]

Email Address:

Witness: **[COUNSEL 1]**

Counsel for [Party 1 Full]

[PARTY 2 FULL]

Email Address:

Witness **[COUNSEL 2]**

Counsel for [Party 2 Full]

Sierra Yanush

Mediator/Arbitrator

CERTIFICATE OF INDEPENDENT ADVICE

I, [Counsel 1], of the City of Calgary, in the Province of Alberta, Barrister and Solicitor, DO HEREBY CERTIFY THAT:

I was this day consulted in my professional capacity by [Party 1 Full], named in the within instrument, being a Mediation/Arbitration Agreement, separate and apart from [Party 2 Full] as to her legal rights and liabilities under the terms and conditions of the same, and that I acted solely for her and explained fully to her the nature and effect of the said Agreement, and she did execute the same in my presence, and did acknowledge and declare that she was executing the same of her own volition and without any fear, threats, compulsion or influence from [Party 2 Full] or any other person.

DATED at the City of Calgary, in the Province of Alberta, this ____ day of October, 2023.

[Counsel 1]

AFFIDAVIT OF EXECUTION

CANADA) I, [Counsel 1], of the City of Calgary, in the
PROVINCE OF ALBERTA) Province of Alberta, MAKE OATH AND SAY:
TO WIT:)

1. I was personally present and did see [Party 1 Full] named in the within instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. The same was executed before me at the City of Calgary, in the Province of Alberta, and I am the subscribing witness thereto.
3. I know the said [Party 1 Full], and she is in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of)
Calgary, in the Province of Alberta, this)
____ day of October, 2023.)
)
)
)

A Commissioner for Oaths in and for
Alberta

[Counsel 1]

CERTIFICATE OF INDEPENDENT ADVICE

I, [Counsel 2], of the City of Calgary, in the Province of Alberta, Barrister and Solicitor, DO HEREBY CERTIFY THAT:

I was this day consulted in my professional capacity by [Party 2 Full], named in the within instrument, being a Mediation/Arbitration Agreement, separate and apart from [Party 1 Full] as to his legal rights and liabilities under the terms and conditions of the same, and that I acted solely for him and explained fully to him the nature and effect of the said Agreement, and he did execute the same in my presence, and did acknowledge and declare that he was executing the same of his own volition and without any fear, threats, compulsion or influence from [Party 1 Full] or any other person.

DATED at the City of Calgary, in the Province of Alberta, this ____ day of October, 2023.

[Counsel 2]

AFFIDAVIT OF EXECUTION

CANADA) I, [Counsel 2], of the City of Calgary, in the
PROVINCE OF ALBERTA) Province of Alberta, MAKE OATH AND SAY:
TO WIT:)

- 4. I was personally present and did see [Party 2 Full] named in the within instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
- 5. The same was executed before me at the City of Calgary, in the Province of Alberta, and I am the subscribing witness thereto.
- 6. I know the said [Party 2 Full], and he is in my belief of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of)
Calgary, in the Province of Alberta, this)
____ day of October, 2023.)
)
)

A Commissioner for Oaths in and for
Alberta

[Counsel 2]