YANUSH + ABUSOW LLP
FAMILY LAW

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

**ENTERED INTO THIS ____ OF NOVEMBER, 2026**

**BETWEEN:**

**<< MATTER.CLIENT.NAME >>**

(“<< Matter.Client.FirstName >>”)

- and –

**<< MATTER.RELATIONSHIPS.P2.NAME >>**

(“<< Matter.Relationships.P2.FirstName >>”)

- and -

**SIERRA YANUSH**

(the “Arbitrator”)

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**MEDIATION/ARBITRATION AGREEMENT**

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**RECITALS**

1. The parties are unable to resolve issues resulting from the breakdown of their marriage/cohabitation and have commenced << Matter.CustomField.ActionNumber >>.

2. << Matter.Client.FirstName >> and << Matter.Relationships.P2.FirstName >> have agreed to retain the Arbitrator to mediate and/or arbitrate specified issues and the Arbitrator has agreed to accept such appointment.

3. The 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 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 has confirmed they believe the 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 to 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 Arbitrator may act as Mediator or Arbitrator, but throughout she shall be termed the Arbitrator.

13. Should a time sensitive issue arise and the Arbitrator's intervention is sought by either party at a time when it is impossible for the Arbitrator to act (by reason of illness, absence, family emergency or other cause), the parties agree that an alternate arbitrator, appointed by the Arbitrator shall be deemed to have jurisdiction under this Agreement to deal with the matter in the Arbitrator's absence.

14. This Agreement may be signed in counterpart.

**WAIVER OF RIGHTS TO LITIGATE IN COURT**

15. The parties waive any right to further litigate the issues listed in paragraph 20 below in Court subject to the right of appeal and rights under the *Arbitration Act*.

16. 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.

17. Nothing in this Agreement impairs any enforcement rights that a party may have through the Courts or otherwise.

18. 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**

19. 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 << MATTER.CLIENT.NAME >> or << Matter.Client.FirstName >> or << MATTER.RELATIONSHIPS.P2.NAME >> and << Matter.Relationships.P2.FirstName >> collectively;

l) "property" has the same meaning as used in the *Matrimonial Property Act* or *Family Property Act*; and

m) the Arbitrator for this Arbitration is Sierra Yanush. As set-out in this Agreement the Arbitrator may act as Mediator or Arbitrator, but throughout she shall be referenced as the Arbitrator.

**SUBSTANTIVE ISSUES**

20. 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

☐ Other: _____

_____

_____

☐ Any issues arising from the above defined issues

**COSTS**

21. The Arbitrator shall also have the jurisdiction to award costs of the arbitration, both interim, if appropriate, and final.

    ☐ Additionally, the Arbitrator shall have the jurisdiction to award costs arising from any litigation prior to the arbitration

**APPEAL PERIOD**

22. The appeal period on any issue set-out in paragraph 20 will commence on the day an Arbitration Award is received the parties, 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 released to the parties.

**CONFIDENTIALITY**

23. The proceedings under this Agreement and the record, shall be private and confidential, except as may be necessary to implement or to enforce the 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 Arbitrator shall not disclose any information about the parties or the arbitration to anyone, except as required by law.

24. The parties acknowledge and agree that the 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**

25. The 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 Arbitrator in consultation with the parties, their counsel or both.

26. The parties specifically agree that the Arbitrator may act as Mediator in this matter and that the 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.

27. The parties agree that the mediation sessions are settlement negotiations and that disclosures made during the mediation sessions <u>are inadmissible</u> 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.

28. In mediation, the Arbitrator may meet with the parties together or separately, with or without counsel present, and with whomever the Arbitrator deems relevant to a resolution of the issues between the parties. Any meeting between the Arbitrator and any person who is not a party, shall only occur with the consent of the parties.

29. The parties acknowledge and agree that in assisting them in resolving the issues in paragraph 20 above in mediation, the 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.

30. 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*.

31. The mediation shall continue until either party invokes the Arbitration process or the Arbitrator determines that continued mediation is unlikely to result in a settlement, at which point the Arbitrator may terminate the mediation and set a process for an arbitration, for an interim award or otherwise.

**<u>INTERIM AWARDS</u>**

32. Upon the Application of either party, the Arbitrator may make a procedural direction or interim award on any procedural issue or any substantive issue for which the 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.

33. Interim Applications for an Arbitration Award shall be made by letter/email to the 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 ARBITRATOR**

34. Subject to emergencies, communication with the 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 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 Arbitrator is told, hears or is advised of by the other party.

35. The Arbitrator shall not be copied on communications between the parties or between counsel. The 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 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**

36. The arbitration shall take place at the dates and times to be set by the Arbitrator in consultation with the parties (and their counsel, if applicable).

37. The procedure for the arbitration shall be determined by the Arbitrator in consultation with the parties (and their counsel, if applicable) by way of a pre-arbitration conference.

38. 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 Arbitrator in consultation with the parties (and their counsel, if applicable).

39. The Arbitrator may determine a timetable for the delivery of briefs, financial disclosure, form of award, other documents, and other procedural interim matters.

40. The Arbitration shall be subject to the *Arbitration Act*.

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

**CONDUCT OF ARBITRATION HEARING**

42. At the arbitration hearings, the 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 Arbitrator believes to be relevant to the issues or that will enable the Arbitrator to arrive at a fair and proper decision.

43. The 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 Arbitrator has the option to rely on seminal case law with respect to the issues to be determined.

44. Notwithstanding paragraph 26, the Arbitrator may, with the consent of both parties, admit into evidence documents or other information received by her during the mediation phase.

45. 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 Arbitrator in consultation with the parties (and counsel, if applicable).

    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.

46. The Arbitrator may record the arbitration hearing for her own personal use in preparing the Award. Any such recording shall not be released to the parties and shall not be producible or admissible as evidence in any proceeding. If either party wishes to obtain a transcript of the hearing, they must arrange for and retain a Court Reporter as set out at paragraph 45 above.

47. The Arbitrator uses cloud-based services to store and manage client information and documents. The Arbitrator uses best efforts to select service providers that store data on servers located in Canada. However, the Arbitrator cannot guarantee that all servers used by our service providers are located in Canada.

48. You acknowledge that a service provider may store your information and documents on servers outside Canada. Information stored outside Canada may be subject to the laws of the country where it is stored. By signing this agreement, you acknowledge and consent to the Arbitrator's use of cloud-based services on this basis and release the Arbitrator from any liability related to inadvertent disclosure.

**PRE-ARBITRATION CONFERENCE**

49. The 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**

50. The parties specifically authorize the 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.

51. The parties agree to contribute to the fees of the expert(s) retained pursuant to paragraph 51, in the amounts or proportions determined by the Arbitrator and authorize the Arbitrator to include these fees as a disbursement on her account to the parties.

**WITHDRAWAL FROM MEDIATION OR ARBITRATION**

52. 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 533, the 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.

53. The parties acknowledge and agree that the 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 Arbitration Award may be made in their absence.

54. The Arbitrator may at any time resign from her appointment as Arbitrator by providing written notice of her resignation to the parties.

55. In the event that the Arbitrator's appointment is discontinued, and the parties are unable to agree on a replacement, a Court of competent jurisdiction shall appoint a replacement Arbitrator on either arbitration party's Application to the Court, unless both parties have agreed to opt out of the arbitration process.

56. In the event that the Arbitrator's appointment is terminated, the parties agree that any interim award(s) made by the 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 Arbitrator.

**THE ARBITRATOR'S AWARD**

57. After the evidence has been received and submissions on the law have been made, and once all outstanding fees and disbursements of the Arbitrator have been paid in full, the Arbitrator shall deliver an award on all issues submitted for determination.

58. 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 Arbitrator, apply the appropriate law and state her determination of the issues in dispute.

59. If either party or their counsel finds 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**

60. Any temporary, interim, or final award shall be incorporated into a Consent Order of the Court of King's Bench of Alberta at the request of either party.

61. An Award issued by the Arbitrator may be appealed in accordance with the *Arbitration Act*, subject to the following agreement of the parties: *(select one)*

    ☐ An appeal on a question of law, with permission of the court;

    ☐ An appeal on a question of mixed fact and law, with permission of the court;

    ☐ An appeal on a question of law or a question of mixed fact and law, without requiring permission of the court (an appeal as of right);

    ☐ No right of appeal. The parties agree there will be no right of appeal under the *Arbitration Act* from the Arbitrator's Award.

62. Subject to the right of appeal set-out in paragraph 60, and subject to each party's right to apply to set aside the 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 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.

63. Upon the request of either party, the Arbitrator shall issue an Arbitration Award incorporating the terms of any agreement reached by the parties during the course of the Mediation/Arbitration.

64. The decision of the 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 Arbitrator shall be subject to an appeal as set out in paragraph 58.

65. 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.

66. 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.

67. 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 Arbitrator will settle the terms of any such Order, upon the request of either party. The Arbitrator may award solicitor-client costs as part of such an award if the Arbitrator determines, in her opinion that either party acted unreasonably with respect to the entry or terms of such an Order.

68. The 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.

69. 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 Arbitrator.

70. In the event any issue is remitted back to the Arbitrator by court order, the Arbitrator shall have jurisdiction to determine the process for same at her sole discretion. The Arbitrator shall, absent an agreement between the parties' counsel, 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**

71. The parties further agree that in the event an allegation of bias or breach of natural justice is raised against the Arbitrator, the 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 Arbitrator, the sum of $5,000. This shall be subject to the Court's determination of costs in the result.

72. Should the Arbitrator be requested to attend at a Court of Law, or to prepare documents for submission to the Court, the Arbitrator shall be paid $495.00 per hour and all reasonable disbursements. The party initiating the attendance or participation of the Arbitrator shall be solely responsible for all costs of the Arbitrator as set out herein.

73. The 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 Arbitrator as a party in any proceedings, that party shall be responsible to pay all costs of the Arbitrator on a full indemnity basis for any steps taken by the Arbitrator.

**THE ARBITRATOR'S FEES AND DISBURSEMENTS**

74. The Arbitrator's fees shall be $340.00 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.

    a. If the hourly rate of the Arbitrator changes you will be provided thirty (30) days written notice before such change takes effect.

75. The Arbitrator's fees shall be paid:

    ☐ equally by the parties in the first instance, subject to any Costs Award;

    ☐ ____% by << Matter.Client.FirstName >> and ____% by << Matter.Relationships.P2.FirstName >> in the first instance, subject to any Costs Award;

    ☐ by << Matter.Client.FirstName >>/<< Matter.Relationships.P2.FirstName >> in the first instance, with the other party's 50% share to be credited to the paying party in the final determination of property or support, subject to any Costs Award.

76. The 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.

77. You have authorized the Arbitrator to charge an administration fee (FAF) of 5% of the combined total of mediation/arbitration fees, separately billed disbursements and any file-opening fee on each invoice, before the FAF and GST are added. The FAF covers routine administrative expenses, including long-distance telephone charges, photocopying, postage, faxing, Court runner charges, file retrieval, courier services costing $50.00 or less per delivery, credit-card processing costs, legal research, and routine software and technology costs. These expenses will not be charged separately.

78. For new clients, the Arbitrator charges a one-time file-opening fee of $75.00. If this matter resolves at the first mediation session, you will not be charged the file opening fee.

79. Yanush + Abusow LLP accepts payment via credit or debit card through "Clio", our client relationship management (CRM) software, or by cheque, bank draft, or e-transfer to info@yalawyers.com.

80. Each party shall provide the Arbitrator with a retainer in the amount of $_____, with this retainer to be refreshed from time to time as she shall direct. The retainer is an advance payment held in trust as security for future legal fees and disbursements. It is not an estimate, quote, fixed fee or maximum amount for the work required in your matter. The total fees and disbursements may be more or less than the retainer, and you remain responsible for all amounts properly billed under this Agreement.

81. In the event that one of the parties fails or refuses to pay to the Arbitrator his/her share of the Arbitrator's fees, disbursements or retainer accounts, the 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.

82. The Arbitrator may withhold her award(s) until all outstanding fees, disbursements, or retainers have been paid.

**OTHER RETAINERS**

83. The parties acknowledge that in the resolution of family law disputes, it is common practice to select a mediator or arbitrator from a small, specialized group of individuals. The parties agree that if the Arbitrator was previously or is currently retained by one or both of their counsel to mediate or arbitrate other matters, or if the Arbitrator is retained by one or both of their counsel to mediate or arbitrate one or more new matters while this matter is ongoing (collectively, "Other Retainers"), any such Other Retainers:

    a. Do not give rise to a reasonable apprehension of bias;

b. Do not raise any doubt as to the Arbitrator's impartiality or independence;

c. Do not constitute grounds for challenge or removal of the Arbitrator; and

d. Do not permit the parties to withdraw from or terminate this Agreement.

**WAIVER OF LIABILITY**

84. Each party hereby waives any claim or right of action against the Arbitrator arising out of these proceedings.

**SEVERABILITY OF TERMS**

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

**BINDING**

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

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

| | | |
|---|---|---|
| **<< MATTER.CLIENT.NAME >>** | Witness: | **<< Matter.Relationships.Cp1.FirstName >> << Matter.Relationships.Cp1.MiddleName >> << Matter.Relationships.Cp1.LastName >>< Matter.Relationships.Cp1.Suffix >>**<br>Counsel for << MATTER.CLIENT.NAME >> |
| **<< MATTER.RELATIONSHIPS.P2.NAME >>** | Witness: | **<< Matter.Relationships.Cp2.FirstName >> <<** |

**Matter.Relationships.Cp2.MiddleName >> << Matter.Relationships.Cp2.LastName >><< Matter.Relationships.Cp2.Suffix >>**

Counsel for << MATTER.RELATIONSHIPS.P2.NAME >>

**SIERRA YANUSH**
Arbitrator

**CERTIFICATE OF INDEPENDENT ADVICE**

I, << Matter.Relationships.Cp1.FirstName >> << Matter.Relationships.Cp1.MiddleName >> << Matter.Relationships.Cp1.LastName >><< Matter.Relationships.Cp1.Suffix >>, 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 << MATTER.CLIENT.NAME >>, named in the within instrument, being a Mediation/Arbitration Agreement, separate and apart from << MATTER.RELATIONSHIPS.P2.NAME >> as to his/her legal rights and liabilities under the terms and conditions of the same, and that I acted solely for him/her and explained fully to him/her the nature and effect of the said Agreement, and he/she did execute the same in my presence, and did acknowledge and declare that he/she was executing the same of his/her own volition and without any fear, threats, compulsion or influence from << MATTER.RELATIONSHIPS.P2.NAME >> or any other person.

DATED at the City of Calgary, in the Province of Alberta, this ____ day of November, 2026.

_____

**<< Matter.Relationships.Cp1.FirstName >> << Matter.Relationships.Cp1.MiddleName >> << Matter.Relationships.Cp1.LastName >><< Matter.Relationships.Cp1.Suffix >>**

**AFFIDAVIT OF EXECUTION**

| | | |
|---|---|---|
| CANADA | ) | I, << Matter.Relationships.Cp1.FirstName >> |
| PROVINCE OF ALBERTA | ) | << Matter.Relationships.Cp1.MiddleName >> |
| TO WIT: | ) | << Matter.Relationships.Cp1.LastName >><< Matter.Relationships.Cp1.Suffix >>, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY: |

1. I was personally present and did see << MATTER.CLIENT.NAME >> 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 << MATTER.CLIENT.NAME >>, and he/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 November, 2026. )
)
)
)

A Commissioner for Oaths in and for Alberta

**<< Matter.Relationships.Cp1.FirstName >> << Matter.Relationships.Cp1.MiddleName >> << Matter.Relationships.Cp1.LastName >><< Matter.Relationships.Cp1.Suffix >>**

**CERTIFICATE OF INDEPENDENT ADVICE**

I, << Matter.Relationships.Cp2.FirstName >> << Matter.Relationships.Cp2.MiddleName >> << Matter.Relationships.Cp2.LastName >><< Matter.Relationships.Cp2.Suffix >>, 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 << MATTER.RELATIONSHIPS.P2.NAME >>, named in the within instrument, being a Mediation/Arbitration Agreement, separate and apart from << MATTER.CLIENT.NAME >> as to his/her legal rights and liabilities under the terms and conditions of the same, and that I acted solely for him/her and explained fully to him/her the nature and effect of the said Agreement, and she/he did execute the same in my presence, and did acknowledge and declare that he/she was executing the same of his/her own volition and without any fear, threats, compulsion or influence from << MATTER.CLIENT.NAME >> or any other person.

DATED at the City of Calgary, in the Province of Alberta, this ____ day of November, 2026.

**<< Matter.Relationships.Cp2.FirstName >> << Matter.Relationships.Cp2.MiddleName >> << Matter.Relationships.Cp2.LastName >><< Matter.Relationships.Cp2.Suffix >>**

**AFFIDAVIT OF EXECUTION**

CANADA )
PROVINCE OF ALBERTA )
TO WIT: )

I, << Matter.Relationships.Cp2.FirstName >> << Matter.Relationships.Cp2.MiddleName >> << Matter.Relationships.Cp2.LastName >><< Matter.Relationships.Cp2.Suffix >>, of the City of Calgary, in the Province of Alberta, MAKE OATH AND SAY:

1. I was personally present and did see << MATTER.RELATIONSHIPS.P2.NAME >> 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 << MATTER.RELATIONSHIPS.P2.NAME >>, and he/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 November, 2026. )
)
)
)

A Commissioner for Oaths in and for Alberta

**<< Matter.Relationships.Cp2.FirstName >> << Matter.Relationships.Cp2.MiddleName >> << Matter.Relationships.Cp2.LastName >><< Matter.Relationships.Cp2.Suffix >>**