

THIS IS A WITHOUT PREJUDICE OFFER TO SETTLE, WHICH, IF ACCEPTED WILL FORM A SEPARATION AGREEMENT BETWEEN THE PARTIES

Between

Natashia Lynn Michinski aka (Natashia)
AND
Justin Skyler Zanth aka (Skyler)

1. Definitions

1.1 In this Agreement:

- (a) "cohabit" means to live with another person in a relationship resembling marriage;
- (b) "CRA" means Canada Revenue Agency;
- (c) "FRO" means the Family Responsibility Office described in the Family Responsibility and Support Arrears Enforcement Act, or any successor support enforcement agency; and
- (d) "family home" means the property at 15490 Ashburn Road in Berwick, Ontario.

1.2 Any reference to a statute means the legislation bearing that name at the time the Agreement is signed and includes its regulations and any amending or successor legislation. For example, "Family Law Act" means the Family Law Act, R.S.O. 1990, c. F.3, as amended, and includes R.R.O. 1990, Reg. 368, R.R.O. 1990, Reg. 367, O.Reg. 391/97 and O.Reg. 190/15.

2. Background

2.1 Natashia and Skyler began cohabiting on 12/01/2016.

2.2 Natashia and Skyler separated on April 6 2024, and continue to live separate and apart, Natashia has moved to a separate residence of unknown whereabouts to Skyler on the separation date.

2.3 Natashia was born on 03/21/1992 and is currently 32 years old. Skyler was born on 06/15/1988 and is currently 35 years old.

2.4 The parties' employment information is as follows:

- (a) Natashia is employed as radiation technologist by the Ottawa Hospital and earns an annual income of approximately \$95,000.

(b) Skyler is unemployed at this time.

2.5 Natasha and Skyler each intend this Agreement to be:

(a) a final settlement of:

- (i) their respective rights in or to the property (which includes all assets and debts) of the other and the property held by them jointly;
- (ii) their respective rights in the estate of the other;
- (iii) all issues otherwise arising out of their cohabitation.

2.6 The parties agree to be bound by this Agreement which settles all issues between them.

2.7 Natasha and Skyler intend to and have:

- (a) negotiated this Agreement in good faith and with the utmost integrity;
- (b) reached this Agreement freely and voluntarily, with independent legal advice, without any undue influence, coercion or duress;
- (c) considered how a court might decide any issues addressed herein, and have elected to make this Agreement irrespective of what a court might have decided;
- (d) recognized the importance of being able to rely on this Agreement and that this reliance outweighs the risk that the Agreement may operate unfairly at some future date; and
- (e) entered this Agreement relying on it to be enforced according to its terms;
- (f) resolved all issues between them privately, without court intervention, as Intended.

2.8 This Agreement replaces all oral or written agreements made between the parties with respect to the issues arising out of their relationship.

2.9 All background statements of fact form part of this Agreement. Each of the parties warrants that the background statements of fact are true and acknowledges that the other party is relying on them.

3. Freedom From The Other

3.1 Neither party will go on property where the other lives or works without the other's consent.

4. Property

4.1 Skyler has possession of the white Chrysler 300. From the date of this agreement, Skyler will insure the vehicle.

4.2 Skyler has possession of a cell phone. Skyler will transfer the phone to his own plan.

4.3 Skyler currently has possession of the following items in the family home, and is

expected to take them with him when he vacates:

- (a) King size mattress
 - (b) TV, fire cube, TV stand
 - (c) Couch
 - (d) His desk, computer, and office chair
 - (e) Coffee table
 - (f) Shag rug from living room
 - (g) BBQ
 - (h) Nespresso machine
 - (i) Bow flex
-
- (j) Red set of pans
 - (k) Dish set
 - (l) Bedroom set (dresser and 2 end tables from master bedroom)
 - (m) Towels from main floor bathroom

5. Family Home

The parties agree that the current mortgage on the family home is \$444,445.06, as of April 19, 2024. Natasha will provide proof of the mortgage balance.

5.1 Any other material items that are currently on the property will be discussed and decided upon who takes possession of. In exchange for what has already been taken, instead of bringing the items back to be Discussed, Natasha would pay \$5500 to Skyler to compensate and replace the items.

5.2 In the event Natasha cannot remove the little amount of her belongings that she has left on the property, she will notify skyler by email to notify him of when she will be coming over, only when confirmed is she then allowed to come over. If she does not want the couple of items left, Skyler will take care of them.

5.3 On signing this Agreement, Natasha and Skyler will each designate the family home as their principal residence from the year of purchase until the year the Agreement is signed, and neither will designate another home as a principal residence during this time period.

5.5 Due to the events that have unfolded Skyler will remain at the property till sold. Natasha already has a place to live, proven by the length of time she has been away from our "shared" residence and Skyler does not. If skyler skyler were to leave, he would be living on the street, or in his car. Along with the un-likelihood that Natasha will re-hire a moving company to move all of her belongings back. Because of financial and dealings of moving everything back being unreasonable along with Natasha already having a place to stay while Skyler does not, Skyler will remain at the property till sold.

5.7 Both parties have to agree on any deal brought forward from any potential customer to buy the home.

5.8 The proceeds from the sale of the family home will be handled as follows:

- (a) The parties will direct the lawyer on the sale to pay these expenses from the family home sale proceeds:

(i) real estate commission;
(ii) adjustments for taxes, utilities, municipal fees or levies;
(iii) amounts required to discharge registered encumbrances;
(iv) legal fees and disbursements relating to the sale;
and (v) all other sale adjustments.

(b) From the net proceeds (ie. after paying the expenses in (a) above), before distribution between the parties, the parties will: Separation Agreement Page 6 All debts incurred during the relationship to be paid in full. Including any debts That Natasha has that Skyler is unaware of. Along with Skyler's debts, RBC Credit Line, RBC Chequing account, Scotia Bank Visa and ScotiaLine, Scotia Bank Savings account and car loan.

Compensation for Skyler's damaged credit due to previous agreement with Natasha. Where both parties would split the cost of the higher interest cost to repair his credit.

After paying the amounts in (a) and (b) above, the remaining proceeds will be evenly disbursed to Natasha and Skyler

A copy of all receipts pertaining to the sale of the home will be provided to Skyler Along with any other paperwork that outlines the use of the funds from the sale Of the house.

Once the sale of the home has concluded, Natasha will transfer Skyler's proceeds to Him within 5 business days and will ensure he receives any and all paperwork Previously discussed before the transfer has commenced

6. Restraining Order

A restraining order will be awarded to Skyler against Natshia she cannot talk to, be within 500 meters of himself or Oliver or within 500 meters of his residence or workplace.

7.Costs

7.1 Restitution of lost wages.

I am extremely professionally motivated to the point where i had job making in excess of 300k a year, does this sound like the type of person who doesn't want to work. I'm also the top salesperson in the power sports industry and have been for years. I'm so motivated to ensure that I'm the best in sales, I started to create a customer management software that is better than any other on the market, even rivaling (and better program to use) against massive corporations, like the company that owns auto trader. I do not have a background in programming but this is how motivated I am. Usually this is an undertaking for teams of developers, I'm doing it all by myself. This project was also to help in our debt loads, for the last year I worked 18-24 hours a day. I'm not exaggerating, for a long time Natasha and I devoted weekends to just us. We would get dinner ready and watch a movie. i was so tired the moment we were done eating i would fall asleep on the couch with Natasha, sometimes i would fall asleep seated straight up, according to Natasha. I risked my health to better our lives this last year... this is the thanks I get, a separation where she's trying to devastate me. If the court

needs proof, I can show them the website and the 100s of thousands of lines of code needed to produce it. I did the math, in my current position worst case scenario if she gets away with her claims I would feel this financially for 8+ years

To date the amount is \$21684, this does not include 8 weeks of finding a replacement job because the last 2 times skyler had to look for employment that process took over 3 months each time due to the level of pay. + 8 weeks is \$14456

7.2 Replacement costs of items already taken.

Talked about previously \$5500

7.3 Rent

Anne, you said we share the residence still, not to mention it totally contradicts what is claimed on current court documents, and the space it has which enables Natasha to come and go as she pleases under the law you told me about. Fair enough since we "share" the house still, we will split the mortgage at 600 a month. Currently it would be \$1200 as we have yet to hit the 3 month mark exactly.

7.4 Court costs

Under rule 18 of the family law rules, if no reasonable offer is given or accepted by the opposing party, that party will pay the other parties court costs. To date she has only willingly given one offer, the other offer Anne talked her into and it still wasn't fair. Natasha has either ignored every offer I've sent except the first two where she declined, I think we're at about 20ish so offers that I have sent to Natasha or Natasha and Anne. Currently \$175 for court filing and \$200 for notary fees. This is soon to rise significantly due to the amount of paperwork I have to file soon.

7.5 Refinancing remainder supposed to go to Skyler

I was supposed to get the remainder on the refinance, which I know I did not get the amount on that document and in the discussion Natasha had without me with the refinance company. She needs to provide proof that I got the full amount discussed in that email. Right now with no proof we are just about \$15,000. Since she was in charge of the finances, who knows what she used this money for but it was supposed to go towards my debt.

7.6 Debt

I paid half of Natashias debt less than a year ago when she put it on our mortgage. Just like when we struck that agreement when we were together to ruin my debt for the greater good of our relationship(the refinance emails confirm this along with it without a doubt showing she paid all of her debts instead of both of ours) she now needs to keep to her agreement, \

Rbc checking 3435

Rbc loc 7937

Car 14032

Windows 21000

Scotia loc 42000

Scotia chequing 1300

Scotia visa 2573
Other 426

7.8 Restitution of lost wages during abusive events

I can prove a stellar professional career up to the abusive events that took place. I've already talked about this enough and will let it end here. If I find an earlier date that I can prove through doctors appointments I will update this.

2022 \$60000

2023 \$60000

7.7 Cost to repair damaged credit

I've talked about this before but its not fair that Natasha is leaving the relationship with a crystal clean credit score and leaving me with a horrendous score. At this time I do not know how to calculate this but this will be compensated.

7.8 Breach of contract

Due to Natshias malicious intent and her actions during the separation alone. A penalty is needed to keep her honest while we conclude the remainder of our separation. If she were to break any term in this contract she will forfeit 5% of her share of the property. Whether it goes to Skyler or a charity, doesn't matter as it is only to ensure Natasha be kept honest. Someone with no ties to either party will make this decision. For example whoever oversees the signing of this contract at court.

7.9 Total

By my calculations the total after the house, debts to be split and everything else Natasha will pay skyler to the sum of \$321,096.078

7.10 Immediately bring current loans out of arrears

Natashia is to bring any and all loans currently in arrears, up to date without delay

8 Oliver

We discussed this previously, Natasha will bring Oliver back to Skyler no later than 6pm the day of signing this agreement. And re-sign whatever documents she made him sign the first time. I have no idea where the ring is, as it is still "misplaced" as natashia called it. If it magically shows up natashia will get the ring back, if she doesn't already have it.

9 Notification

Due to security, and health and safety reasons Natasha needs to give skyler 24-48 notice that needs to be confirmed with skyler by replying to her request. Skyler will ensure to keep on top of his emails to make sure he doesn't miss a notice.

Final Notes

The positives for Natasha by signing this now rather than trying to make a deal later on. I still have not been able to find out how to privately prosecute Natasha. If she signs now, those

events won't take place, currently fraud, abuse, and theft. I'm looking into a couple of others but once I confirm they will actually stick I will let everyone know, because I don't want to waste anyone's time with charges that she can't be charged with. But as I continue to study law the more I learn the more that will be introduced into this offer. It's only fair as the opposing party has someone who has 25-30+ years of experience in the field. Secondly, each week that passes gets more expensive for Natashaia, not just in restitution of wages but now that I know I will not be paying for my court costs, I will be aggressively trying to retain a lawyer at this point. Even forgoing food in order to make this happen. Those costs too will be Natashaia's to pay for. There were a couple of other really positive points for Natashaia but at this time I do not remember them. If the "costs" seem outrageous to either of you, they are not. They are justified, I do not have the experience in law to creatively come up with these things, I found them in other court cases where they were awarded. And it's only because of how I was treated during the separation that made me look into it. If I was treated fairly and professionally I would have never looked into these matters. If I find other items to add on, I will, or when I find out how to prosecute, I will. I was seriously thinking about not moving forward with the prosecution just to end things, but the recent events that have happened lately and Natashaia's blatant attitude to ignore me, just answering my emails when it's in her best interest to answer, made me reconsider it. I'm hoping this concludes the negotiations part of our separation and I'm looking forward to your signed agreement.

10. The effective date of this Agreement is the date on which the latter party signs it.

TO EVIDENCE THEIR AGREEMENT NATASHIA AND SKYLER HAVE SIGNED
THIS AGREEMENT BEFORE A WITNESS.

DATE:

Witness

Natashia Lynn Michinski

DATE:

Witness

Justin Skyler Zanth