

## MARRIAGE AGREEMENT

**THIS AGREEMENT** is dated October \_\_\_\_, 2023 for reference.

**BETWEEN:**

Matthew Ming Yui Leung  
of 4326 Hermitage Drive, Richmond, BC, V7E 4N4 ("Leung")

**AND:**

Mengzhe Ye  
of 4326 Hermitage Drive, Richmond, BC, V7E 4N4 ("Ye")

**WHEREAS:**

- A. Leung and Ye intend to marry on October 5, 2023.
- B. Leung was born on March 24, 1996.
- C. Ye was born on May 28, 1994.
- D. The parties have no children as of October \_\_\_\_, 2023.
- E. The parties have no joint property as of October \_\_\_\_, 2023.
- F. The parties are entering into this Agreement to:
  - a. determine ownership, management and division of all property either or both of them own or may acquire
    - i. during the time they live together, and
    - ii. after their relationship ends, and
  - b. avoid acrimony and litigation in the unlikely event that their relationship ends.
- G. The parties are aware that the law provides for judicial intervention in some circumstances if this Agreement is found to be unfair now or in the future.
- H. The parties wish to confirm that:
  - a. each of them relies on this Agreement to be enforced according to its terms; and
  - b. neither of them would have entered into this Agreement, or continued their relationship on that basis, had it been anticipated that the other would ever apply to vary the Agreement.
- I. The parties acknowledge that each of them is prepared to abide by the terms of this Agreement because each recognizes that:
  - a. the importance of each of them being able to rely on the Agreement far outweighs the risk that it may operate unfairly at some future date, and

- b. the impossibility of returning the parties to the positions they occupied before they entered into the Agreement would make any variation, however fair, viewed solely in the changed circumstances, unfair on the whole because all dealings with their property during the course of their relationship will have been based on the binding nature of this Agreement.

Leung and Ye agree that:

### **TRUTH OF RECITALS**

1. (a) Leung warrants that the statements of fact contained in the recitals that relate to him, are true.
- (b) Ye warrants that the statements of fact contained in the recitals that relate to her, are true.

### **WHEN AGREEMENT IN FORCE**

2. This Agreement takes effect on October \_\_\_\_, 2023.

### **BANK ACCOUNTS AND INVESTMENTS**

3. Leung and Ye will maintain separate bank accounts and investments including but not limited to shares, stocks, bonds, registered investments, and unregistered investments. The separate bank accounts and investments will remain the owner's separate property, in the event of relationship end, and if they are not subject to property division.

### **RESPONSIBILITY FOR PERSONAL DEBTS**

4. Leung will be solely responsible for Leung's current and future debts and liabilities, and indemnify Ye for any expense or loss that Ye incurs with respect to Leung's current and future debts and liabilities, including but not limited to:
  - (a) Student loans under Leung's name.
5. Ye will be solely responsible for Ye's current and future debts and liabilities, and indemnify Leung for any expense or loss that Leung incurs with respect to Ye's current and future debts and liabilities, including but not limited to:
  - (a) Northwest First Mortgage LLC mortgage registered against Ye's property in the United States (Loan No. 698431657).
6. Neither party is the agent of the other and neither will represent to be the agent of the other. Other than with the prior written consent of the other party, neither party will contract in the name of the other nor bind the other in any way for any debts and liabilities.

### **SEPARATE PROPERTY**

7. (a) Except as otherwise provided in this Agreement:
  - i. all properties (collectively to be referred to as "Leung's Property") acquired by and engaged in by Leung before entering into this Marriage Agreement is Leung's separate property and will remain so after the relationship ends.
  - ii. all properties (collectively to be referred to as the "Ye's Property") acquired by and engaged in by Ye before entering into this Marriage Agreement is Ye's separate property and will remain so after the relationship ends, including but not limited to:

1. 2825 202nd ST SE, Bothell, 98012, Washington, United States (Parcel Number: 00837600002800).  
Legal Description: REDHAWK BLK 000 D-00 LOT 28;
2. 9229 NE 128th Ln, Kirkland, 98034, Washington, United States (PIN: 3764390200);
3. 103-Garage/103-B1 Floor/103/103-2nd Floor/103-3rd Floor/103-4th Floor, Building 30, Yudongyuan, No.599 Duxianqiao Road, Shushan District, Hefei City, Anhui Province, China  
(Address in Mandarin Chinese: 中国安徽省合肥市蜀山区渡仙桥路599号现羽东苑30幢103车库/103-负一层/103/103-2层/103-3层/103-4层);
4. Shares of Anhui Zhonghao Engineering Consulting Ltd.  
(Company name in Mandarin Chinese: 安徽省中灏工程咨询有限公司);
5. Bank of America chequing account and saving account.

(b) Leung's Property referred to in subparagraph (a)(i) includes;

- i. any income produced by any Leung's Property;
- ii. any increase in value of any Leung's Property;
- iii. any furnishings or improvements related to any Leung's Property; and
- iv. any property, including but not limited to any real property under Leung's name, or business acquired in exchange for Leung's Property with
  1. the proceeds from the sale of Leung's Property; and/or
  2. the income produced by Leung's Property.

(c) Ye's Property referred to in subparagraph (a)(ii) includes;

- i. any income produced by any Ye's Property;
- ii. any increase in value of any Ye's Property;
- iii. any furnishings or improvements related to any Ye's Property; and
- iv. any property or business, including but not limited to any real property under Ye's name, acquired in exchange for Ye's Property with
  1. the proceeds from the sale of Ye's Property; and/or
  2. the income produced by Ye's Property.

## **WINDFALLS**

8. (a) All inheritances, windfalls, gifts, or damages for personal injury received by either party before or after entering this Agreement are the separate property of the recipient (collectively referred to as the "Recipient's Property").

- (b) Recipient's Property referred to in subparagraph (a) includes;
- i. any income produced by any Recipient's Property;
  - ii. any increase in value of any Recipient's Property;
  - iii. any furnishings or improvements related to any Recipient's Property; and
  - iv. any property or business, including but not limited to any real property under each Recipient's name, acquired in exchange for Recipient's Property with
    - 1. the proceeds from the sale of Recipient's Property; and/or
    - 2. the income produced by Recipient's Property.

### **GIFTS FROM A THIRD PARTY**

9. Unless a third party specifically provides to the contrary,
- (a) a gift from a third party to the recipient is the recipient's separate property,
  - (b) a gift from a third party who is a parent or a close relative of one of the parties is deemed to be a gift solely for that party, and
  - (c) a gift from a third party to the recipient that is used as a down payment for the purchase of land or residence
- is traceable to the purchased property and any substitute for it and remains the separate property of the recipient.
10. Leung  
**HEREBY WAIVES THE FOLLOWING RIGHTS REGARDING YE'S PROPERTY LISTED UNDER SECTION 7(a)(ii):**
- (a) ANY legal interest in Ye's Property, and
  - (b) any benefits and any and all rights in respect of the Ye's Property, including any proceeds arising from the sale, transfer or other disposition thereof, do not in any manner belong to him but are the property of, and are subject to the order and control of Ye;
11. If any of Ye's Property is sold, the sale proceeds after payment of selling expenses, including but not limited to, real estate commission, legal fees, disbursements and adjustments, will be paid to Ye entirely.
12. Ye  
**HEREBY WAIVES THE FOLLOWING RIGHTS REGARDING LEUNG'S PROPERTY LISTED UNDER SECTION 7(a)(i):**
- (a) ANY legal interest in Leung's Property, and

- (b) any benefits and any and all rights in respect of Leung's Property, including any proceeds arising from the sale, transfer or other disposition thereof, do not in any manner belong to him but are the property of, and are subject to the order and control of Leung;
13. If any of Leung's Property is sold, the sale proceeds after payment of selling expenses, including but not limited to, real estate commission, legal fees, disbursements and adjustments, will be paid to Leung entirely.

#### **RIGHT TO DISPOSE OF SEPARATE PROPERTY**

14. Either party may acquire or dispose of their separate property without the consent of the other.

#### **FAMILY PROPERTY**

15. (a) Any property acquired by a party during the relationship is the separate property of the party who acquired it, unless
- i. it is registered in both parties' names, or
  - ii. the parties agreed in writing that it is co-owned.
- (b) If either Section 15(a)(i) or Section 15(a)(ii) applies, then the property will be family property (the "Family Property").
- (c) The Family Property will follow the definition of family property as defined under section 84 of the *Family Law Act*.

#### **FUTURE REAL PROPERTY UNDER EACH PARTY'S NAME**

16. Any real property to be bought in the future registered under Leung's name solely would be considered as Leung's separate property and not included in Family Property if the relationship ends.
17. Any real property to be bought in the future registered under Ye's name solely would be considered as Ye's separate property and not included in Family Property if the relationship ends.

#### **NO CLAIM TO THE OTHER'S PROPERTY IF THE RELATIONSHIP ENDS**

18. Neither party will claim an interest in, or a right to compensation with respect to, each other's property and or businesses, incorporated or unincorporated, of the other and, without limiting the generality of the foregoing, neither will make such a claim based on
- (a) the law pertaining to trust or unjust enrichment,
  - (b) the Family Law Act or similar legislation whether or not the property was used for a family purpose, or
  - (c) any direct or indirect contribution to property or businesses owned by the other whether or not savings occurred through effective management of the household or child raising responsibilities.

#### **CANADA PENSION PLAN**

19. If the relationship ends, Leung and Ye unadjusted pensionable earnings under the Canada Pension Plan will not be divided under ss. 55, 55.1, and 55.2 of the Canada Pension Plan,

R.S.C. 1985, c. C-8, and neither party will apply for division of the other party's unadjusted pensionable earnings.

### **SPOUSAL SUPPORT**

20. Leung and Ye do not intend to release any rights they may have against each other for spousal support in this Agreement. In the event of an end of the relationship, each party will have such rights to receive financial support from the other and will be under such obligations to provide financial support to the other as are given or imposed upon each party by the *Family Law Act*, the *Divorce Act*, the *Wills, Estates and Succession Act* and/or any other applicable legislation or law, now or in the future, at law or in equity.
21. If the relationship ends for any reason other than the death of one of the parties, spousal support would be calculated in accordance with the Spousal Support Advisory Guidelines.

### **DISPUTES**

22. If a dispute arises concerning this Agreement, the parties will use best efforts to resolve the dispute through mediation before taking court proceedings.
  - (a) The parties will each pay half the cost of mediation.
  - (b) If the parties cannot resolve an issue that has been the subject of mediation, they will
    - i. request the mediator to certify that the mediation has failed on a particular issue before starting a court proceeding in connection with the unresolved issue, and
    - ii. file the certificate with the court after commencing the proceeding.
  - (c) If either party refuses to mediate a dispute, the other party may take further proceedings to resolve the dispute, including court proceedings.
23. The laws of British Columbia apply to this Agreement,
24. If either party takes any proceedings with respect to the property of the other or responsibilities to each other, this Agreement
  - (a) may be filed or exhibited in the proceedings, and
  - (b) will be raised as a defence to, and from the basis of a consent order in relation to, any claim made in those proceedings.

### **LEGAL EXPENSES**

25. Each party would bear their own legal expenses if the relationship ends.

### **GENERAL CLAUSES**

26. This Agreement benefits and binds the parties and their personal representatives and assigns.
27. For the purposes of interpretation, neither party drafted this Agreement and its words are the words of both parties.
28. The headings in this Agreement are an aid to speedy reference, and have no legal significance. They are not a part of the Agreement and may not be considered for the purpose of interpreting it.

29. While negotiating this Agreement, a variety of ideas and tentative agreements were explored, but all of these are replaced by this Agreement, which is the entire agreement between the parties.
30. The parties may vary this Agreement only by a written agreement executed in the same manner as this Agreement.
31. Any reference to "when this Agreement is signed" in this Agreement, means the date the last party signs it.
32. Where a party's consent is required under this Agreement, such consent may not be unreasonably withheld or refused.
33. If any provision of this Agreement is invalid or unenforceable, the remainder of this agreement continues in effect.
34. Leung and Ye will each do everything reasonably necessary to give full effect to this Agreement.
35. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and notwithstanding the date of execution, this Agreement shall be deemed to bear the date set forth at the beginning of this Agreement.

#### **ACKNOWLEDGEMENTS**

36. Each of the parties acknowledges that she/he:
  - (a) has had independent legal advice, or has waived their right thereto, in respect of rights against and obligations to the other party under the law and this Agreement,
  - (b) has read the entire Agreement carefully,
  - (c) knows and understand the contents of this Agreement,
  - (d) is fully aware of the effect, purpose and intent of this Agreement,
  - (e) is signing this Agreement voluntarily without any undue influence or coercion by the other,
  - (f) has fully disclosed financial means and circumstances to the other,
  - (g) is satisfied that this Agreement provides adequately for personal, present and future needs,
  - (h) after the terms of this Agreement are carried out, will be able to pay current and reasonably foreseeable debts and obligations as they fall due,
  - (i) believes that this Agreement will not result in circumstances that are unconscionable or unfair to the other party, and
  - (j) understands that the provisions of this Agreement, if considered by the Supreme Court of British Columbia to be substantially unfair due to the non-disclosure of a material fact, may be reviewed and varied by the Court despite the mutual agreement of the parties that this Agreement is final and binding.

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***THIS SECTION LEFT INTENTIONALLY BLANK***

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**AS PROOF OF THEIR AGREEMENT**, Leung and Ye have each signed this Agreement in Vancouver, British Columbia before a witness on the dates shown below.

**SIGNED** by Leung in front of:

\_\_\_\_\_ ]

\_\_\_\_\_ ]

Signature of Witness

\_\_\_\_\_ ]

\_\_\_\_\_ ]

Name of Witness

\_\_\_\_\_ ]

\_\_\_\_\_ ]

Address

\_\_\_\_\_ ]

\_\_\_\_\_ ]

Occupation

\_\_\_\_\_ ]

\_\_\_\_\_ ]

**SIGNED** by Ye in front of:

\_\_\_\_\_ ]

\_\_\_\_\_ ]

Signature of Witness

\_\_\_\_\_ ]

\_\_\_\_\_ ]

Name of Witness

\_\_\_\_\_ ]

\_\_\_\_\_ ]

Address

\_\_\_\_\_ ]

\_\_\_\_\_ ]

Occupation

\_\_\_\_\_ ]

\_\_\_\_\_ ]

\_\_\_\_\_ **Matthew Ming Yui Leung**

Date: \_\_\_\_\_

\_\_\_\_\_ **Mengzhe Ye**

Date: \_\_\_\_\_



### **CERTIFICATE OF INDEPENDENT LEGAL ADVICE**

I, ROBERT PRYER, of the City of Vancouver in the Province of British Columbia, Barrister and Solicitor, certify that I was consulted by Mengzhe Ye, one of the parties to the attached Marriage Agreement with respect to his rights and obligations under this Agreement.

I acted only for Mengzhe Ye and fully explained to her the nature and effect of the Agreement. Mengzhe Ye acknowledged that she completely understood the nature and effect of the Agreement. Mengzhe Ye executed the Agreement in front of me and confirmed that she was entering into the Agreement of her own volition without any fear, threats, compulsion or influence by Matthew Ming Yui Leung or any other person.

**DATED** at Vancouver, British Columbia, this \_\_\_\_ day of October, 2023.

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**ROBERT PRYER**

Solicitor for **MENGZHE YE**

### **CONFIRMATION BY MENGZHE YE**

**I, MENGZHE YE** above named, state I have read over the above Certificate of Independent Legal Advice and that the statements therein said to be made by me are true.

**DATED** at Vancouver, British Columbia, this \_\_\_\_ day of October, 2023.

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**MENGZHE YE**

### WAIVER OF INDEPENDENT LEGAL ADVICE

I, Matthew Ming Yui Leung, of the City of in the Municipality of Vancouver, in the Province of British Columbia, certify that:

1. I have read and understand the attached Cohabitation Agreement dated on the \_\_\_\_ day of August, 2023 drafted for me and my spouse, Matthew Ming Yui Leung. I am fully aware of each and every term therein. I have read and understand to my satisfaction my obligations and rights under the Agreement.
2. I acknowledge and understand that Robert Pryer is the solicitor for my spouse, Mengzhe Ye, and only for my spouse. I understand that Robert Pryer is NOT my solicitor and is NOT the solicitor for me and my spouse together. I have received no legal advice from Robert Pryer.
3. I acknowledge that Robert Pryer has recommended that I seek independent legal advice with respect to the terms of the Agreement, and that I have been given an opportunity to seek such legal advice. Notwithstanding such recommendation, and said opportunity, I acknowledge and declare that:
  - (a). I wish to enter into this Agreement without independent legal advice;
  - (b). I understand the terms of this Agreement and that they correctly set out my wishes and intentions;
  - (c). I will not seek to challenge this Agreement at some later date on the basis of a complaint that I did not receive independent legal advice or that I did not understand the terms; and
  - (d) I agree to be bound by those terms.
4. I acknowledge and declare that I am executing this Agreement of my own volition and without fear, threats, compulsions or influence by my spouse, Mengzhe Ye, Robert Pryer or any other person.

Dated at Vancouver, British Columbia, \_\_\_\_ of October, 2023:

Signature: \_\_\_\_\_

**Matthew Ming Yui Leung**

Witness: \_\_\_\_\_

DATED: October \_\_\_\_, 2023

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Between

Matthew Ming Yui Leung

and

Mengzhe Ye

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**MARRIAGE AGREEMENT**

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