

Superior Court of Justice, Family Court

(Name of court)

Court File Number

FC- 10-717

Form 6B: Affidavit of Service sworn/affirmed

at 161 Elgin Street, Ottawa, ON K2P 2K1 Court office address

Applicant(s)

Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Jennifer Lee Delisle
9767 Innes Rd Apt 706, Gloucester, Ont
K1B-4L4 613-424-1926

Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Respondent(s)

Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Jeffery Paul Delisle
8 Queenston Heights, Kingston Ont
K7K-5J4 613-766-8058

Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

My name is (full legal name) Jennifer Lee Delisle

I live in (municipality & province) Gloucester Ont

and I swear/affirm that the following is true:

1. On (date) March 19, 2010, I served (name of person to be served) Jeffery Paul Delisle with the following document(s) in this case:

Name of document: Form 8 A, Application for Simple Divorce
Author (if applicable): Jennifer Lee Delisle
Date when document signed, issued, sworn, etc.: March 19, 2010

List the documents served

NOTE: You can leave out any part of this form that is not applicable.

2. I served the documents mentioned in paragraph 1 by:

- Check one box only and go to indicated paragraph.
[X] special service. (Go to paragraph 3 below if you used special service.)
[] mail. (Go to paragraph 4 if you used mailed service.)
[] courier. (Go to paragraph 5 if you used courier.)
[] deposit at a document exchange. (Go to paragraph 6 if you used a document exchange.)
[] fax. (Go to paragraph 7 if you used fax.)
[] substituted service or advertisement. (Go to paragraph 8 if you used substituted service or advertisement.)

3. I carried out special service of the document(s) on the person named in paragraph 1 at (place or address)

8 Queenston Heights Kingston Ont K7K-5J4

- by:
[] leaving a copy with the person.
[] leaving a copy with (name)
[] who is a lawyer who accepted service in writing on a copy of the document.
[] who is the person's lawyer of record.
[] who is the (office or position) of the corporation named in paragraph 1.

Check one box only. Strike out paragraphs 4 to 8 and go to paragraph 9.

[X] mailing a copy to the person together with a prepaid return postcard in Form 6 in an envelope bearing the sender's return address. This postcard, in which receipt of the document(s) is acknowledged, was returned and is attached to this affidavit.

FAMILY HISTORY

APPLICANT: Age: 35 Birthdate: (d, m, y) 11 06 1974
 Resident in (municipality & province) Gloucester Ont
 since (date) ~~Aug 2008~~ July 2005
 Surname at birth: Janes Surname just before marriage: Janes
 Divorced before? No Yes (Place and date of previous divorce)

RESPONDENT/JOINT APPLICANT: Age: 38 Birthdate: (d, m, y) 30 03 1971
 Resident in (municipality & province) Kingston Ont
 since (date) Aug 2008
 Surname at birth: Delisle Surname just before marriage: Delisle
 Divorced before? No Yes (Place and date of previous divorce)

RELATIONSHIP DATES:

Married on (date) May 3, 1997 Started living together on (date) _____
 Separated on (date) April 26, 2008 Never lived together

THE CHILD(REN)

List all children involved in this case, even if no claim is made for these children.

Full legal name	Age	Birthdate (d,m,y)	Resident in (municipality & province)	Now Living With (name of person and relationship to child)
Angelica Marie Delisle	17	20 01 93	Gloucester Ont	Jennifer Delisle Mother
Leticia Nicole Delisle	15	11 08 94	Kingston Ont	Jeffery Delisle Father
Noah Jeffery Delisle	9	20 08 00	Kingston Ont	Jeffery Delisle Father
Israh Paul Delisle	7	29 11 02	Kingston Ont	Jeffery Delisle Father

PREVIOUS CASES OR AGREEMENTS

Have the parties or the children been in a court case before?

No Yes

Have the parties made a written agreement dealing with any matter involved in this case?

No Yes (Give date of agreement. Indicate which of its terms are in dispute. Attach an additional page if you need more space.)

*We signed a separation agreement May 2008.
 We agreed on child support, custody + alimony.*

Superior Court of Justice Family Court Branch

(Name of court)

at

161 Elgin Street, Ottawa, ON K2P 2K1

Court office address

Form 36: Affidavit for Divorce

Applicant(s)

Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Jennifer Lee Delisle
2767 Innes Rd Apt 706
Gloucester, Ont K1B 4L4 613-424-1926

Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Respondent(s)

Full legal name & address for service — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

Jeffery Paul Delisle
8 Queenston Heights
Kingston Ont K7K-5S4
613-766-8058

Lawyer's name & address — street & number, municipality, postal code, telephone & fax numbers and e-mail address (if any).

My name is (full legal name) Jennifer Lee Delisle

I live in (municipality & province) Gloucester Ontario

and I swear/affirm that the following is true:

- 1. I am the applicant in this divorce case.
- 2. There is no chance of a reconciliation between the respondent and me.
- 3. All the information in the application in this case is correct, except:
(State any corrections or changes to the information in the application. Write "NONE" if there are no corrections or changes.)

None

- 4. The certificate or registration of my marriage to the respondent has been signed and sealed by the Registrar General of Ontario and:
 - has been filed with the application.
 - is attached to this affidavit.

- The certificate of my marriage to the respondent was issued outside Ontario. It is called (title of certificate)

Certificate of Marriage

It was issued at (place of issue) Lower Sackville, Nova Scotia

on (date) May 03, 1997

by (name and title of person who issued certificate) Deputy Registrar General

and the information in it about my marriage is correct.

- I have not been able to get a certificate or registration of my marriage. I was married to the respondent on (date)

at (place of marriage)

The marriage was performed by (name and title)

who had the authority to perform marriages in that place.

5. The legal basis for the divorce is:

that the respondent and I have been separated for at least one year.

We separated on (date) April 26, 2008

Other (Specify.)

6. I do not know about and I am not involved in any arrangement to make up or to hide evidence or to deceive the court in this divorce case.

Strike out the following paragraphs if they do not apply.

7. I do not want to make a claim for a division of property in this divorce case, even though I know that it may be legally impossible to make such a claim after the divorce.

8. I want the divorce order to include the following paragraph numbers of the attached consent, settlement, separation agreement or previous court order: (List the numbers of the paragraphs that you want included in the divorce order.)

9. There are (number) 4 children of the marriage. They are:

Full legal name of child	Birth date (d, m, y)
Angelica Marie Delisle	20/01/1993
Victoria Nicole Delisle	11/08/1994
Noah Jeffrey Delisle	20/08/2000
Jonah Paul Delisle	29/11/2002

10. The custody and access arrangements for the child(ren) are as follows: (Give summary.)

Joint custody for all 4 children with open access for both parties. Primary residence for Victoria, Noah and Jonah is with Jeff. Primary residence for Angelica is with Jennifer

11. These are the arrangements that have been made for the support of the child(ren) of the marriage:

(a) The income of the party paying child support is \$ 9449.98 per year.

(b) The number of children for whom support is supposed to be paid is (number) 3

(c) The amount of support that should be paid according to the applicable table in the child support guidelines is \$ 38.00 per month.

(d) The amount of child support actually being paid is \$ 0 per month.

(NOTE: - Where the dollar amounts in clauses [c] and [d] are different, you must fill out the frame on the next page. If the amounts in clauses [c] and [d] are the same, skip the frame and go directly to paragraph 12.)

(Paragraph 11 continued.)

Fill out the information in this frame only if the amounts in paragraphs 11(c) and 11(d) are different. If they are the same, go to paragraph 12.

a) Child support is already covered by:

- (i) a court order dated (date) _____ that was made before the child support guidelines came into effect (before 1 May 1997). I attach a copy of the order.
- (ii) a domestic contract order dated (date) _____ that was made before the child support guidelines came into effect (before 1 May 1997). I attach a copy of the contract.
- (iii) a court order or written agreement dated (date) _____ made after the guidelines came into effect that has some direct or indirect benefits for the child(ren). I attach a copy.
- (iv) a written consent between the parties dated (date) April 26, 2008 agreeing to the payment of an amount different from that set out in the guidelines.

b) The child support clauses of this order or agreement require payment of \$ 1.00 per month in child support.

c) These child support clauses

- are not indexed for any automatic cost-of-living increases.
- are indexed according to (Give indexing formula.)

d) These child support clauses

- have not been changed since the day the order or agreement was made.
- have been changed on (Give dates and details of changes.)

e) (If you ticked off box [i] above, you can go to paragraph 12. If you ticked off boxes [ii], [iii] or [iv] above, then fill out the information after box of the corresponding number below. For example, if you ticked off box [iii] above, you would fill out the information alongside box [iii] below.)

- (ii) The amount being paid under this agreement is a fair and reasonable arrangement for the support of the child(ren) because: (Give reasons.)
- (iii) The order or agreement directly or indirectly benefits the child(ren) because: (Give details or benefits.)
- (iv) The amount to which the parties have consented is reasonable for the support of the child(ren) because: (Give reasons.) While married Jennifer stayed home to raise the children. Jeff was the primary earner. He continues to solely support the children as Jennifer has no income and is returning to school in June 2010. Angelica lives with Jennifer and Jeff supplies some of her needs etc., bus pass

12. I am claiming costs in this case. The details of this claim are as follows: (Give details.)

[A large diagonal line is drawn across the page, indicating that no costs are being claimed.]

13. The respondent's address last known to me is: (Give address.)

8 Queenston Heights
Kingston Ont
K7K-5J4

Put a line through any blank space left on this page.

Sworn/Affirmed before me at Ottawa
municipality
in Ontario
province, state or country
on May 3, 2010
date
[Signature]
Commissioner for taking affidavits
(Type or print name below if signature is illegible.)

[Signature]
Signature
(This form is to be signed in front of a
lawyer, justice of the peace, notary public
or commissioner for taking affidavits.)

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT dated this 5th of June, 2008

BETWEEN:

Jeffery Paul Delisle
of the City of Ottawa,
in the Province of Ontario

("Husband")

-and-

Jennifer Lee Delisle
of the City of Ottawa,
in the Province of Ontario

("Wife")

BACKGROUND:

1. The Husband and Wife were lawfully married on May 3rd, 1997, in Halifax, Nova Scotia. Due to certain differences that have developed between the Husband and the Wife, they agree to live separate and apart from each other, subject to the terms and conditions in this Agreement.
2. The Husband and Wife have made complete, fair and accurate disclosure to each other on all financial matters reflected in this Agreement.
3. The terms of this Agreement are intended to settle the matters addressed and may be incorporated into a final decree of divorce, unless specific matters are amended or addressed in a subsequent Separation Agreement.
4. The Husband and Wife have each consulted an attorney with regards to his or her legal rights arising out of the marital relationship.
5. The Husband and Wife have each voluntarily entered into this Agreement and have not

[Handwritten initials]

been forced by anyone to sign this Agreement, and both the Husband and the Wife confirm that they are in sound mental health.

IN CONSIDERATION OF the mutual promises and covenants contained in this Agreement, and as well as the condition, means, needs and other circumstances of each spouse has been taken into consideration and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

LIVING SEPARATE AND APART

6. The Husband and Wife will, from the date of execution of this Agreement, live separate and apart from each other. Neither party will attend the other's home or work without invitation or approval.

CHILDREN

7. There are 4 children of the marriage, namely:

Name:	Date of Birth:
Angelica Marie Delisle	January 20,1993
Victoria Nicole Delisle	August 11,1994
Noah Jeffery Delisle	August 20,2000
Jonah Paul Delisle	November 29,2002

CHILD CUSTODY

8. The Husband and Wife agree that joint legal custody is in the best interests of the children. The Husband and Wife agree that both parents are fit and proper persons to have joint responsibility for the care of the minor children.
9. The Husband and Wife agree that the wife shall have the following visitation schedule with the children:

Regular Visitation Schedule: Jennifer Delisle will have unlimited visits dependent upon distance of Jeffery Delisle's residence.

Jennifer Delisle will visit the children at their primary residence and will be allowed unconditional access. When Jeffery Delisle acquires a vehicle the children will be taken to Jennifer Delisle's primary residence for visitation monthly, if distance permits.

Holiday and School Vacation Visitation Schedule:

SMT *J*

Jennifer Delisle will have visits at the children's primary residence on Christmas Day, Easter and spring break and all other statutory holidays. If distance allows the children can alternate holiday visits once Jennifer Delisle acquires a residence.

CHILD SUPPORT

10. The Wife will pay monthly child support in the amount of \$20.00 to the Husband.
11. The Husband will pay a total of \$20.00 monthly to the Wife for the children's uninsured health care costs, for child care costs, and for other extraordinary expenses, such as such as school transportation, clothes, and any lessons required by outside activities of the children..
12. The Husband will maintain health insurances, including medical and dental coverage, for the benefit of Angelica Marie Delisle, Victoria Nicole Delisle, Noah Jeffery Delisle and Jonah Paul Delisle.
13. Child support payments, contributions to uninsured health care costs, child care costs and extraordinary expenses, and the maintenance of health insurance will continue as long as a child is under the age of majority and financially dependent on the parents.

SPOUSAL MAINTENANCE

14. Neither party claims entitlement to spousal maintenance at this time. Both parties waive any claim to spousal maintenance during the separation, regardless of the length of the period of separation.

MARITAL HOME

15. The parties will sell the marital home and divide the proceeds of the sale equally
16. The Husband will reside in, and have temporary possession of the marital home, until it is sold.
17. The expenses relating to the marital home, including but not limited to mortgage payments, utility bills, property taxes, and repair costs, will be paid by the Husband.

PERSONAL PROPERTY

18. The parties acknowledge that they have agreed upon a division of all personal property, owned or possessed by them as marital property or separate property. The parties are in

5/00

JL

possession of all of those assets to which he or she is respectively entitled. Accordingly, neither makes any claim to any personal property in the possession of the other.

DEBTS

19. The parties agree that any indebtedness secured against, or attributable to, any item of property that either party is receiving under this Agreement will be the sole responsibility of the party who has claim to the particular property.
20. The parties agree to divide their marital debts as set out in this Agreement.

(a) The Husband will assume the following debts and will not hold the Wife responsible to pay any portion of them, now or in the future:

- i TD Visa
- ii TD Consolidated Loan
- iii Wells Fargo Mastercard
- iv CapitalOne Mastercard

(b) The Wife will assume the following debts and will not hold the Husband responsible to pay any portion of them, now or in the future:

- i Rogers Cable

21. Neither party will incur any further debt or liability on the other party's credit. Any debt accumulated as of the date of this Agreement is the debt of the individual party, regardless if the debt was incurred as a result of joint credit.

ADDITIONAL CLAUSES

22. Visitation greater than 24 hrs requires advance notice of one week and both parties must agree upon a pick-up and drop-off time. Any changes to the original agreement the primary custodial parent must be informed.
23. Jennifer Delisle allows Jeffery Delisle to relocate the children as long as Jeffery Delisle remains the de facto custodial parent. Relocation includes outside the province of Ontario, when the relocation is necessary for Jeffery Delisle's current employment.
24. The child tax benefit and the universal childcare benefit shall be transferred to the primary custodial parent of the children.

[Handwritten signature]

[Handwritten signature]

GENERAL PROVISIONS

25. The Husband and Wife will promptly sign and give to the other, all documents necessary to give effect to the terms of this Agreement.
26. This Agreement contains the entire agreement between the Husband and Wife about their relationship with each other. It replaces any earlier written or oral agreement between the parties.
27. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.
28. The Husband and Wife may only amend this Agreement in writing after both parties have obtained legal advice on the changes.
29. In the event that a dispute arises regarding this Agreement, the parties will try to resolve the matter through negotiation or mediation, prior to initiating a court action.
30. Notwithstanding that the parties acknowledge and agree that their circumstances at the execution of this Agreement may change for any reason, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.
31. This Agreement creates a fiduciary relationship between the parties in which each party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.
32. The parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each terms of this Agreement.
33. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.
34. This Agreement will be binding upon and will enure to the benefit of the parties, their respective heirs, executors, administrators, and assigns.
35. If the Husband and Wife reconcile, the terms of this Agreement will remain in effect unless the parties revoke it in writing.

JP

JD

36. This Agreement may only be terminated or amended by the parties in writing signed by both of them,
37. The law of the Province of Ontario will govern the interpretation of this agreement, and the status, ownership, and division of property between the parties wherever either or both of them may from time to time reside.

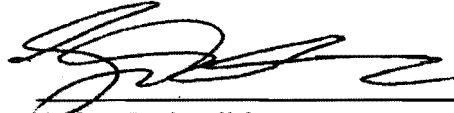
A handwritten signature in black ink, appearing to be the initials 'JG' with a flourish.A handwritten signature in black ink, appearing to be the name 'Loren'.

IN WITNESS WHEREOF the parties have duly affixed their signatures on this 5th day of June, 2008.

SIGNED by the Husband
In the presence of:

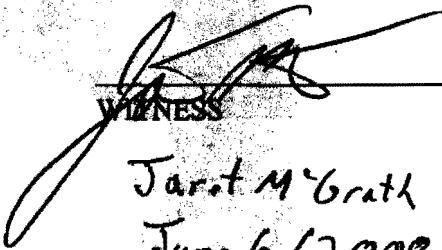


WITNESS




Jeffery Paul Delisle

SIGNED by the Wife
In the presence of:



WITNESS

Janet McGrath
June 6/2008



Jennifer Lee Delisle