

ONTARIO COURT (GENERAL DIVISION)

B E T W E E N :

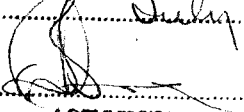
GAIL ELIZABETH HARVEY

This is Exhibit 4 referred to in the
affidavit of Ian J. Harvey
sworn before me, this 6
day of July 2006

Petitioner

- and -

IAN JOHN HARVEY


A COMMISSIONER FOR TAKING AFFIDAVITS
Donald B. Snider

Respondent

MINUTES OF SETTLEMENT

SUBJECT TO the approval of this Honourable Court, the parties agrees as follows:

- 1. The Petitioner shall be entitled to receive the following sums of money as set out herein as full and final settlement of her Net Family Property equalization claim:
 - (a) The Matrimonial Home located at 299 Warden Avenue, Scarborough, Ontario, shall be appraised by Lebow Real Estate Appraisers. Both the Petitioner and the Respondent have mutually agreed to retaining the services of Lebow Real Estate Appraisers. The price of the appraisal is to be paid by the Respondent. If the Ontario Legal Aid Plan agrees to pay one half of the cost of the appraisal on behalf of the Petitioner, the Petitioner agrees to reimburse the Respondent for half of the cost of the appraisal. If the Respondent is unable or unwilling to purchase the Petitioner's half interest in the Matrimonial Home after the deductions set out herein, then the Matrimonial Home will be listed for sale.
 - (b) Once the Matrimonial Home has been appraised, that value will be subject to the following deductions:
 - i. The first mortgage with the Canadian Imperial Bank of Commerce;
 - ii. The Real Estate Commission.

- (c) The remaining monies from the sale of the Matrimonial Home will be divided equally between the parties. The Respondent will hold in trust for the Petitioner her half share of the Matrimonial Home subject to the deductions set out above pending receipt by him of clear title to the Matrimonial Home which includes the removal of all:
- (i) executions against the Petitioner;
 - (ii) liens including liens from the Ontario Legal Aid Plan against the Petitioner;
 - (iii) Judgments against the Petitioner;
 - (iv) valid or invalid mortgages against the Petitioner other than the first mortgage with the Canadian Imperial Bank of Commerce;
 - (v) and all other encumbrances that the Petitioner may be responsible for.

Either the Petitioner or the Respondent is free to try and arrange with the Petitioner's Creditors a settlement of the Petitioner's debts in order to facilitate the Petitioner providing the Respondent with clear title to the Matrimonial Home.

- (d) The Respondent owes the Petitioner the further sum of \$6,500.00 as the Petitioner's further equalization claim to all remaining assets. The Respondent will hold in trust this amount of money pending receipt by him of clear title to the Matrimonial Home as more particularly set out above.
- (e) The amount of \$6,500.00 as set out in paragraph (d) for the equalization claim is derived as follows:
- i. After carefully reviewing the Respondent and Petitioner's financial statements the following values have been agreed upon. The Respondent's 1980 TR7, Ford Bronco, RRSP, Deferred Profit Sharing, Shares in the Toronto Sun have been valued at a global value of \$37,115.00. The Petitioner is entitled to half of this amount. From the Petitioner's half, the Respondent has paid on behalf of the Petitioner since the date of separation, the sum of \$3,536.00 on the joint Visa, the sum of \$2,761.00 on the joint personal line of credit, and miscellaneous other payments totalling \$1,000.00. The Respondent shall pay the remaining monies due and owing on the joint Visa for the Petitioner in the amount of \$1,300.00 and \$1,962.50 on the joint personal line of credit. It is understood and agreed between the parties that the Respondent must pay the remaining sums as set out above in order to satisfy the Petitioner's responsibility on the joint Visa and on the personal line of credit.

- (f) These Minutes of Settlement are subject to either party and their respective counsel receiving third party independent legal advice in order to satisfy themselves that these Minutes of Settlement can be acted upon without any liability to either party.
- (g) The terms of the entire Minutes of Settlement as set out herein are further conditional upon the following occurring:
 - (i) That the present holder of the second mortgage registered by the Petitioner is satisfied.
 - (ii) That all other charges, executions, liens, Judgments, present or future registered against the Matrimonial Home as a result of the Petitioner's actions are satisfied either in full or in partial payment and said executions are removed from the Matrimonial Home to permit clear title to be conveyed to the Respondent.
 - (iii) That the action commenced by the Respondent against Laurentian Bank et al is satisfied.
- (h) The Petitioner and the Respondent acknowledge and agree that the husband will be solely responsible for the loan made between Ray Harvey to the Petitioner and indemnify the Petitioner for any claims thereof including costs and damages.
- (i) There shall be joint custody of the children of the marriage, namely Meaghan Elizabeth Harvey born May 15, 1986 and Jonathon Peter Harvey born January 29, 1990. The terms of access shall be worked out by the parties and shall be liberal and reasonable upon twenty-four (24) hours notice. The status quo as currently in place shall remain in full force and effect. Should the parties not be able to work out any of the terms of joint custody, then either party shall be at liberty to commence an Application for the court to make a proper determination.
- (j) The Petitioner and the Respondent hereby authorize, direct and empower any police force within the appropriate jurisdiction to enforce these Minutes of Settlement if necessary.

- (k) The parties agree that the issue of child support shall be settled pursuant to a Separation Agreement which is conditional upon the acceptance of the Minutes of Settlement.
- (l) If one or more of the terms of these Minutes of Settlement is not satisfied then the entire Minutes of Settlement are null and void.

DATED at North York, Ontario this 12th day of April, 1995



WITNESS



WITNESS



GAIL ELIZABETH HARVEY
(also known as GAIL ELIZABETH HERRINGTON)



IAN JOHN HARVEY