***DECLARATION OF INTENTION TO RETAIN BENEFICIAL INTEREST AND EXEMPTION***

We, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ make oath and say:

1. We are the transferor and the transferee(s) named in the within transfer of land legally described as:

(the “Land”).

1. The transferor is either transferring the Land into joint names or solely to their spouse or adult interdependent partner, being the transferee.
2. The transferor believes the Land is wholly or in part exempt from family property distribution pursuant to section 7 of the *Family Property Act,* RSA 2000 c F-4.7 or any amendments thereto, because the Land was either acquired prior to marriage or before our relationship of interdependence began, as a gift, as an inheritance, as an award or settlement for damages in tort, as the proceeds of an insurance policy, or as a result of an exchange or proceeds of disposition, either directly or indirectly, of such property.
3. Even though the transferor is transferring the Land into joint names or solely to their spouse or adult interdependent partner, the transfer herein is NOT intended to be a gift or advance of their beneficial interest in the Land, the transferor is transferring the Land in trust for the transferor’s sole benefit. Legal title is transferred solely for the transferor’s own planning purposes, in recognition that upon a separation, the increase in value of the Land beyond their exemption will likely be shared in any event.
4. We have agreed and intend that the transferor shall retain the full value of their exemption, we do NOT wish for any of the transferor’s exemption to be gifted as occurred in the court decisions *Jackson v Jackson*, [1989] 1 RFL (3d) 442 (ABCA) and *Harrower v Harrower* (1989), 97 AR 141 (ABCA).

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| SWORN before me at \_\_\_\_\_\_\_\_\_\_\_\_\_, Alberta this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_A Commissioner for Oaths in and for Alberta | ))))) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| SWORN before me at \_\_\_\_\_\_\_\_\_\_\_\_\_, Alberta this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_A Commissioner for Oaths in and for Alberta | ))))) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| Caution: This declaration is NOT a substitute for a pre-nuptial agreement. The non-exempt portion of the Land, along with any increase in value, can and likely will be shared. You bear the responsibility of proving your own exemptions. This declaration could be negated by other circumstances. The lawyer providing you with this form does not provide a legal opinion to either party or warrant that this will be effective. We recommend that party consult a lawyer who practices family law to obtain proper independent legal advice. |