

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

In Re: The Marriage of:

CASE NUMBER: FMCE-24-008459

NORMAN DEAN ADAMS,

DIVISION: 36

Petitioner,

vs.

EDWARD HARRIS,

Respondent.

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**MEDIATED MARITAL SETTLEMENT AGREEMENT**

**THIS DOCUMENT**, is a Mediated Marital Settlement Agreement (hereinafter referred to as “Agreement”), that has been entered into on this 17th day of September 2024, between NORMAN DEAN ADAMS (hereinafter referred to as the “Norman” or “Petitioner”), and, EDWARD HARRIS, (hereinafter referred to as the “Edward” or “Respondent”), and collectively NORMAN and EDWARD shall be referred to as “the Parties.”

**WHEREAS**, the parties were married to one another on July 6, 2014.

**WHEREAS**, Norman and Edward have been living separately and apart since May 2024.

**WHEREAS**, the marriage between the parties is irretrievably broken.

**WHEREAS**, certain disputes and irreconcilable differences have arisen between the parties which render their living together presently and in the future both impracticable and impossible; the parties have been living separate since on or about May 2024; and

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**WHEREAS**, this Agreement is being entered into to resolve all pending issues before the Court relating to alimony/spousal support/maintenance, distribution of assets, financial obligations and any and all property rights existing between the parties, including any and all issues involving the right of which either Norman and/or Edward may have in the estate of the other, upon the death of the other, and all other issues, claims and rights of any other kind now existing between the Parties; and

**WHEREAS**, both parties fully understand all provisions of this Agreement and believe them to be fair, just, adequate, reasonable and in the best interests of themselves, and accordingly accept such provisions voluntarily and freely and without duress and/or coercion; and

**WHEREAS**, it is the specific desire and intention of these parties that their relations with respect to all of their property, both real and personal, their financial matters and all matters that would relate thereto, be finally fixed by this Agreement in order to settle and determine their respective present and future property and financial rights, claims and demands in such a manner that any action with respect to the rights and obligations, past, present and future of either of the parties with respect to the other be fully, finally and conclusively settled and determined by this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings contained herein, and other good and valuable considerations, the receipt of which is hereby acknowledged, and the adequacy of the consideration for this Agreement being admitted by the parties hereto and each intending to be legally bound by this Agreement, the parties agree as follows:

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1. **RECITALS**: The above recitals are hereby incorporated as a part of this Agreement and accepted and agreed to by both parties as though fully set forth in the body of this Agreement. The fact that a particular provision of the body of this Agreement is not mentioned in the recitals shall not affect the validity or enforceability of such provision. The facts stated in the recitals shall be conclusively presumed to be true for all purposes between the parties.
2. **ENTIRE UNDERSTANDING**: The parties have incorporated in this Agreement their entire understanding of all matters relating to all issues contained herein.
3. **MODIFICATION AND WAIVER**: No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and unless said subsequent instrument is executed with the same formality as this Agreement. The failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be deemed a waiver of the right of the party thereafter to insist upon the performance of that, or any other provision of this Agreement at any time whatsoever.
4. **SEPARATION**: The parties shall have the right to live separately and apart from each other. Each party shall be free from interference, control and authority, direct or indirect, by the other as fully as if each party were single and unmarried. Neither party shall enter the home of the other without express written prior permission. Even if given express prior permission in writing to enter the other's home, each party will leave the home of the other immediately upon request.
5. **ADDITIONAL INSTRUMENTS**: The parties shall hereafter, upon the request of the other, or in the event of each parties' death, at the request of each parties' executor, administrator or other legal representatives, execute and deliver such bills of sale, deeds,

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releases, waivers, and other instruments, papers, or documents as either party may reasonably require for the purpose of giving full effect and compliance with all of the provisions of this Agreement, and/or affecting any real or personal property set forth herein. In the event that either party shall fail or refuse to execute any such instrument, paper, or document, then it is the understanding of the parties that an order of any court of competent jurisdiction shall, and will operate as, and instead of the instrument, paper or document for the conveyance of said real or personal property set forth herein. The party requesting a document to be executed shall be charged with the responsibility for preparing and delivery of the document for execution.

6. **GOVERNING LAW AND PARTIAL INVALIDITY:** This Agreement shall be strictly construed and governed in accordance with the laws of the State of Florida, and, if any provision of this Agreement is held to be invalid, void, voidable or, for some other reason unenforceable, then, in that event, all of the other remaining provisions of this Agreement, to the maximum extent possible, shall nevertheless continue to be binding and in full force and effect on the parties hereto. Venue for the Dissolution of Marriage and any action arising out of this Agreement shall lie in Broward County, Florida.

7. **LEGAL AND ACCOUNTING ADVICE:**

A. Each party has had the opportunity to have independent counsel and legal advice of their own selection in the negotiations and in the preparation of this Agreement. Each party fully understands all the facts and has been, and is, entitled to be fully advised and informed as to each parties legal rights and obligations under the terms hereof.

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B. Norman is represented by Gary Celetti, Esq., GFC Law, PLLC, 2700 W. Cypress Creek Road, Suite D-107, Ft. Lauderdale, Florida 33309.

C. Edward is represented by Marla A. Chicotsky, Esq., BC LEGAL GROUP, PLLC, 707 SE 3<sup>rd</sup> Avenue, Sixth Floor, Ft. Lauderdale, Florida 33316.

D. The parties have both entered into this Agreement in good faith, freely, voluntarily, and intelligently and intending to be legally bound, and states that they were not under duress, emotional strain or the influence of prescription medications, narcotics or alcohol that would impair their ability to legally and competently enter into this Agreement.

E. Both parties agree that they had the opportunity to retain their own certified public accountant, accountant, tax attorney, or tax advisor with reference to the tax implications of this Agreement. Both parties acknowledge that they have had not relied upon the tax advice that may or may not have been given by either attorney in negotiating this Agreement and their Dissolution of Marriage Proceedings. Both parties acknowledge that they have been advised to seek their own independent tax advice by retaining a certified public accountant, accountant, tax attorney, or tax advisor with reference to the tax implications involved in this Agreement. The signature of Norman and Edward to this Agreement acknowledges that they have read this particular paragraph and have had the opportunity to seek independent tax advice.

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8. **VOLUNTARY EXECUTION**: The parties to this Agreement fully declare that they have read, in detail, and have understood the provisions set forth in this Agreement and each party has discussed same with their respective legal counsel. The parties further represent that after having read and understood all of the terms, conditions, and obligations set forth in this Agreement, that they firmly and truly believe this Agreement to be fair, just, and reasonable. Each party has initialed, signed, executed, and entered into this Agreement freely and voluntarily without any undue influence, fraud, coercion, threats, and/or intimidation by either party or their counsel. Each of the parties acknowledges that they are competent and under no physical or mental disabilities precluding them from understanding the terms, conditions, rights, and obligations in and under this Agreement. Each of the parties acknowledges that they have participated in the negotiation and drafting of this Agreement, that they have thoroughly and carefully read each and every paragraph of this Agreement, and that they understand every term, phrase, and paragraph herein. Each of the parties believes it is in their best interests to execute this Agreement and executes same with the knowledge that it is in their best interests.
9. **COUNTERPART SIGNATURE**: This Agreement may be signed in one or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute an original Agreement, and may be admissible as evidence in any Court proceeding.
10. **EFFECTIVE DATE OF THIS AGREEMENT**: The effective date of this Agreement shall be the date upon which the last party executes this Agreement. This Agreement shall not

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be introduced into evidence in any court proceedings whatsoever unless executed by all parties to the Agreement.

**11. DISCLOSURE:**

A. Each party is aware of his right to seek independent counsel to review this Agreement prior to signing this Agreement.

B. Each party has made a full, frank and complete financial disclosure of their assets, liabilities, income and expenses by way of a Financial Affidavit and through other disclosures. Each party acknowledges that they have relied upon the other party's Financial Affidavit, disclosures, and other representations made to each other in negotiating this Agreement and their decision to execute the same. Each party waives any and all further right to any formal discovery and financial disclosure requirements of 12.285, Florida Family Law Rules of Procedure beyond what has previously been produced prior to the execution of this Agreement.

C. The parties acknowledge to each other and to their respective counsel that they have been fully advised as to their respective rights to any additional formal discovery and financial disclosures beyond that previously provided by the other party, including but not limited to, the right to take depositions, conduct appraisals, issue subpoenas, etc. and they each have knowingly, freely and voluntarily waived such additional formal discovery and financial disclosures, and that each has done so voluntarily and without duress, coercion or undue influence. Each party has been fully advised by their respective counsel of their rights under Florida Statutes and Florida case law,

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and each party acknowledges such specific advice by their respective counsel and has elected to enter into this Agreement. Both parties mutually accept the terms and conditions stated herein as a compromise of their respective claims.

**12. EQUITABLE DISTRIBUTION:** In final settlement of all claims and rights to property acquired prior to and/or during the marriage, the parties agree to the distribution of their respective property interests as provided for below, after full and adequate disclosure of the nature and extent of the property interests held jointly or separately by the parties. Each party agrees to indemnify, defend, and hold the other harmless from any costs, claims, obligations, liabilities, or expenses, including, without limitation, attorney's fees, arising in connection with the ownership of his respective property interests as provided for herein below.

- A. The parties agree that each party will retain the marital assets that are solely in their individual name. The parties further agree that Edward is entitled to an equalizing payment from Norman to equalize the marital estate. The equalizing payment to Edward shall come from Norman's Camden Development, Inc. 401(k).
- B. All assets designated to be distributed solely to a party shall become the sole and separate property and responsibility of that party and the other party irrevocably waives, releases, renounces, and relinquishes all rights, claims, demands, title, and interest in and to said asset.
- C. Each party shall have unrestricted and sole ownership and control of his or her respective separate property designated herein, now, and forever.

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D. Each party shall assume and pay all costs, obligations and liabilities related to the ownership of their separate property including, but not limited to, tax liability(ies), unless explicitly provided otherwise in this Agreement.

E. The parties agree to cooperate in a timely manner to remove the other party's name from any held account that the party is retaining sole ownership of pursuant to this Agreement within fifteen (15) days of this Agreement. Time is of the essence.

13. **NORMAN'S BANK ACCOUNTS:** Norman shall keep all bank accounts in his individual name and/or jointly with any third parties other than with Edward. Edward hereby forever waives any and all claims in and/or to the amounts held in Norman's bank accounts. Norman's bank accounts include, but are not limited to, the following:

1. JP Morgan Chase Banking Account ending in #1630.
2. Randolph Brooks Federal Credit Union ending in #8801.
3. Randolph Brooks Federal Credit Union ending in #7301.
4. Randolph Brooks Federal Credit Union ending in #4376.

14. **EDWARDS'S BANK ACCOUNTS:** Edwards shall keep all bank accounts in his individual name and/or jointly with any third parties other than with Norman. Norman hereby forever waives any and all claims in and/or to the amounts held in Edwards's bank accounts. Edward's bank accounts include, but are not limited to, the following:

1. Bank of America Checking Account ending in #8558.
2. Bank of America Savings Account ending in #4961.
3. Bank of America Savings Account ending in #6144.

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4. Randolph Brooks Federal Credit Union ending in #5658.

15. **THE CAMDEN DEVELOPMENT, INC. 401(K):** The Camden Development 401(k) is held in Norman's name. Norman shall transfer the full amount held in the Camden Development, Inc. 401(k), as of the date of this Agreement, in the amount of One Hundred and Forty Nine Thousand, Nine Hundred and Fifty One Dollars and Forty-One Cents (\$149,951.41) to Edward from Camden Development, Inc. 401(k) by way of a Qualified Domestic Relations Order. The parties shall retain Matthew Lundy, Esq. within seven (7) days of execution of this Agreement. The parties shall evenly (50%) share the costs of Matthew Lundy, Esq. to prepare the Qualified Domestic Relations Order.
16. **UBS INVESTMENT ACCOUNT:** The UBS Investment Account is held in Norman's name. Edward hereby forever waives all claims to Norman's UBS Investment Account.
17. **LIFE INSURANCE POLICY:** Edward shall solely retain the Life Insurance Policy that he holds with Union Security Insurance Company. Norman hereby forever waives all claims to Edward's life insurance policy. Edward shall be able to name any beneficiary he so chooses.
18. **MONEY MARKET MERRIL LYNCH IRA ACCOUNT #2R45:** Edward shall solely retain the Money Market Merrill Lynch IRA Account ending in #2R45. Norman hereby forever waives all claims to this Money Market Merrill Lynch IRA Account. Norman shall cooperate with Edward to remove Norman's name from this jointly held account.
19. **PERSONAL PROPERTY**
- A. Each party shall retain their respective personal property including, but not limited to jewelry, personal articles and otherwise in that party's possession, free and clear of any claim by the other party.

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B. As of this Agreement, the parties acknowledge that they have previously agreed to the division of tangible personal property, furniture and furnishings to their mutual satisfaction and each party shall retain the personal property, furniture and furnishings in that party's possession, free and clear of any claim of the other party.

20. **THE PARTIES' MOTOR VEHICLES:**

A. Edward shall solely retain the 2019 BMW 530i, free from any claim by Norman and Edward shall retain the exclusive use, ownership and possession of same.

B. Edward shall be solely responsible for all prior and future expenses relative to said automobile including, but not limited to, monthly payments, insurance, maintenance, repairs, and all other expenses and charges relative to said automobile. Edward shall indemnify, defend, and hold Norman harmless from any and all liability arising out of the non-payment of all obligations as to this automobile and shall further indemnify, defend and hold Norman harmless from any and all liability arising out of his use and possession of this automobile.

C. Edward shall be solely responsible for the payment of any outstanding traffic citations, parking tickets and toll violations incurred by him, both prior to and subsequent to the execution of this Agreement.

D. Norman shall solely retain the 2024 BMW X4 , free from any claim by Edward and Norman shall retain the exclusive use, ownership and possession of same.

E. Norman shall be solely responsible for all prior and future expenses relative to said automobile including, but not limited to, monthly payments, insurance, maintenance, repairs, and all other expenses and charges relative to said automobile. Norman shall indemnify, defend, and hold Edward harmless from

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any and all liability arising out of the non-payment of all obligations as to this automobile and shall further indemnify, defend and hold Edward harmless from any and all liability arising out of his use and possession of this automobile.

F. Norman shall be solely responsible for the payment of any outstanding traffic citations, parking tickets and toll violations incurred by him, both prior to and subsequent to the execution of this Agreement.

**21. DEBTS, LIABILITIES AND OBLIGATIONS:**

A. Each party shall be solely financially responsible for all credit cards and debts in their respective names except as otherwise expressly provided herein. The parties acknowledge that there are no joint credit card accounts and/or joint debts in the names of the parties as of the execution of this Agreement.

B. In the event it is discovered that any joint credit card and/or joint debt exists, same shall be paid off and closed within seven (7) days thereof, with the party incurring that debt being solely responsible for the payment of same and indemnifying, defending and holding the non-responsible party harmless from any and all liabilities associated therewith. Time is of the essence.

C. Except as otherwise provided in this Agreement, all liabilities in Norman's name alone shall be Norman's sole responsibility, including but not limited to the following:

D. Except as otherwise provided in this Agreement, all liabilities in Norman's name alone shall be Norman's sole responsibility, including but not limited to the following:

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- E. Each party shall indemnify, defend, and hold the other harmless from any and all liability arising out of the non-payment of their respective obligations as set forth in this Paragraph and elsewhere in this Agreement.
- F. Except as otherwise provided in this Agreement, any other debt that has been incurred by the parties either before or after the separation shall be the liability of the party that incurred said obligation and each shall indemnify, defend, and hold the other harmless from any and all liability arising out of the nonpayment of said debt.
- G. Norman represents and warrants that he has not incurred nor shall hereinafter incur any debts or obligations for which Edward or his estate shall be liable, and Norman agrees that he shall indemnify, defend, and hold Edward harmless from any and all claims made because of any debts or liabilities heretofore or hereinafter incurred by him.
- H. Edward represents and warrants that he has not incurred nor shall hereinafter incur any debts or obligations for which Norman or his estate shall be liable, and Edward agrees that he shall indemnify, defend and hold Norman harmless from any and all claims made because of any debts or liabilities heretofore or hereinafter incurred by him.

**22. FUTURE CREDIT CARD DEBTS AND LIABILITIES:** Neither party shall subject the other party to potential liability, expense or charge in the future, either through the use of the credit of the other or the name of the other, nor shall one party represent to third parties that they are acting as the agent of the other, and each agrees in support hereof to forever indemnify, protect, save and hold harmless the other from any liability,

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obligation or expense arising therefrom, including but not limited to, reasonable attorneys' fees, costs or suit monies. Except as otherwise specifically provided in this Agreement, all liabilities of the Petitioner shall remain those of the Petitioner , and all liabilities of the Respondent shall remain those of the Respondent.

**23. ALIMONY:**

- A. Edward releases and waives any and all claims or rights of or to alimony, including, but not limited to, temporary, rehabilitative, durational, bridge the gap, permanent, lump sum, and/or any other form of alimony or support subsequently created by statute or case law, spousal support, and/or remuneration from Norman.
- B. Edward acknowledges that this waiver of alimony is final, non-modifiable, non-convertible, irrevocable, and absolute. There shall be no modification or conversion of this waiver of alimony for any reason whether known, unknown, foreseen, or unforeseen from now until the end of time.
- C. Norman releases and waives any and all claims or rights of or to alimony, including, but not limited to, temporary, rehabilitative, durational, bridge the gap, permanent, lump sum, and/or any other form of alimony or support subsequently created by statute or case law, spousal support, and/or remuneration from Edward.
- D. Norman acknowledges that this waiver of alimony is final, non-modifiable, non-convertible, irrevocable, and absolute. There shall be no modification or conversion of this waiver of alimony for any reason whether known, unknown, foreseen, or unforeseen from now until the end of time.

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**24. ATTORNEY'S FEES:**

- A. Norman shall be responsible for his own attorney's fees and costs incurred in this matter through entry of the Final Judgment.
- B. Edward shall be responsible for his own attorney's fees and costs incurred in this matter through the entry of the Final Judgment.
- C. Norman shall be responsible for 100% of the costs of Elizabeth Edward's mediation fees for the mediation held on September 17, 2024.
- D. This does not include attorney's fees and costs awarded as a result of any enforcement/contempt/non-compliance issues that may arise over the terms of this Agreement prior to the entry of the Final Judgment of Dissolution of Marriage.

**25. ENFORCEMENT:** No waiver of any breach hereof or default hereunder shall be deemed to be a waiver of any subsequent breach. In the event of default or breach of any respective obligations and duties as contained in this Agreement, the defaulting or breaching Party shall be responsible for and shall pay to the other Party all of his reasonable attorney's fees and costs at the trial court and appellate levels.

**26. BANKRUPTCY:** Obligations for payment of debts and property division which are made pursuant to the terms and provisions of this Agreement shall not be discharged, cancelled, terminated, diminished or in any way affected by the filing of a petition in bankruptcy by either party, or by the making of an assignment for the benefit of creditors, unless the debt(s) or liability(ies) are in the sole name of the party seeking the discharge and the creditor is not the other party hereto.

**27. LEGAL/FINANCIAL/TAX ADVICE:** Each party hereto hereby acknowledges and asserts that they have had ample opportunity to retain their own attorney, accountant, certified

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public accountant, tax advisor or tax attorney regarding the legal and tax implications of this Agreement. Further, each party acknowledges and asserts that their signature on this Agreement serves as their acknowledgment that they have read this Paragraph and have had the opportunity to seek such independent advice, are satisfied that they have carefully read this Agreement and are completely aware not only of its contents but also of its legal/financial/tax effect. The parties have both entered into this Agreement freely, voluntarily and intelligently.

28. **MEDIATION:** Norman and Edward acknowledge that Elizabeth Edwards, Esq., a mediator in this cause, has not given any legal nor tax advice to either party at any time and that the parties have not sought such advice from the mediator. Each party acknowledges that the mediator has not placed either party under any pressure, duress, coercion, or made any statements or promises to either party to induce either party to enter into an agreement. Both parties state that they have freely and voluntarily entered into this Agreement. This Agreement was signed free of any duress, coercion, collusion, or undue influences. Both parties believe the terms and conditions to be fair and reasonable.

29. **SITUS:** This Agreement shall be construed and governed in accordance with the laws of the State of Florida.

30. **ADVICE OF COUNSEL:** Further, the parties acknowledge that their respective attorneys are not insurers of the terms and conditions of the Agreement; are not insurers of the other party's compliance with the provisions of the Agreement; and have not insured or guaranteed that Florida law will not change. Each of the parties acknowledge that they have been advised and understands there is a possibility that Florida law may change

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either through a change by decisional law or by legislation, and that any such change may affect this Agreement. To the extent, if any, the parties are currently unaware of the full nature and extent of the income, assets, liabilities and expenses of the other, they waive their right to any additional disclosure/discovery thereof and release their respective counsel from the duty of making any additional and/or further inquiry.

31. **BINDING EFFECT**: This Agreement shall be binding upon the parties' respective heirs, next of kin, administrators, executors, personal representatives, and assigns.
32. **DISSOLUTION ACTION**: In the action brought by Norman in Broward County, Florida, it is the desire of both parties hereto that this Agreement and the provisions hereof be ratified and confirmed by the Court in any decree or judgment that may be entered therein, and the parties, each of them or either of them will present this Agreement to the Court and request it to be ratified, confirmed, and approved and made an enforceable part of any decree.
33. **FINAL JUDGMENT**: The Parties agree that they will not submit the Agreed Final Judgment for Dissolution of Marriage to the Court for execution until after November 1, 2024.
34. **CONSTRUCTION AND INTERPRETATION**: This Agreement shall be construed as having been jointly drafted by the parties. The parties acknowledge they have negotiated, renegotiated, and considered several times the terms and conditions contained in this Agreement. The fact one of the parties' lawyers prepared the actual final draft of this Agreement shall not result in that party being construed as having drafted this Agreement.
35. **HEADINGS**: Any headings preceding the text of the paragraphs and subparagraphs contained in this Agreement are inserted solely for convenience and reference and shall

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not constitute part of this Agreement nor shall they affect its meaning or construction.

**36. GENERAL AND MUTUAL RELEASES:**

A. Except as otherwise specifically provided in this Agreement:

1. Each party releases the other from all claims, demands due, debts, rights or causes of action up to the date of this Agreement.
2. Each party irrevocably releases and relinquishes all claims, interests and rights which that party may now have or may hereafter acquire in any property of the other party, whenever and however such property may have been or may be acquired by the other party including without limitation, the right to take as a beneficiary of any insurance policy or policies, or the right to take as a beneficiary of any profit-sharing plan pursuant to survivorship rights including those provided by E.R.I.S.A., or the right to take as beneficiary of any contract, plan or arrangement whatsoever, it being the intention of the parties hereto that this Agreement constitutes a complete, general and mutual release of all such claims and interests whatsoever. All property owned by either party at the time of their marriage or subsequently acquired, separately or together, and owned by the parties or either of them at the time of their separation, has heretofore been equitably divided and apportioned between them and each party hereby ratifies and affirms that division. Each party shall henceforth hold, possess and enjoy for his or her sole and separate use, and free from interference and control by the other, all of the real and personal estate, choses in action and other property of which they are or at any time hereafter may be seized or possessed.

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3. Each party waives, releases and relinquishes all rights that they may now have or may hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction:

i. To elect to take against any Will or Codicil of the other party now in force. This shall not apply to any Wills or Codicils executed after the date of this Agreement;

ii. To share in the other party's estate and to exercise any right of dower or curtesy they may now have or hereafter acquire in the other party's estate; and

iii. To act as administrator or executor of the other party's estate, except only as provided by Will or Codicil executed after the date of this Agreement.

4. As of this Agreement, neither party shall be permitted to make any claim as surviving spouse or otherwise to any part of or interest in the estate of the other (real, personal and/or mixed) of which the decedent died seized and possessed or over which the decedent possessed any power of disposition (except insofar as either party may, after this Agreement, by a valid Will, Codicil, Trust or other instrument, give, devise, or bequeath property or otherwise make a transfer of interests to the other party). The Petitioner and Respondent hereby expressly waive and relinquish all statutory right, title and interest in and to such estate (real, personal and/or mixed) as surviving spouse or heir-at-law, or statutory rights

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granting priority to a surviving spouse in the selection and appointment of an executor, administrator or other personal representative of the decedent's estate, and further hereby expressly waive and relinquish (i) all statutory interests, (ii) dower or curtesy rights; (iii) elective share rights, (iv) rights as intestate successor, (v) rights as a pretermitted spouse, (vi) exempt property rights, (vii) family allowance rights, (viii) homestead rights, (ix) rights to maintenance or support allowance, (x) statutory rights to have furniture and household goods and other property set apart, (xi) all rights to renounce or take against any will or transfer of said decedent, (xii) contractual rights payable to or for the benefit of a surviving spouse, and (xiii) all claims or rights under Section 417 of the Internal Revenue Code of 1986, as amended ("Code"), to or against any employee benefit plan, pension plan or other qualified retirement program, which such survivor, but for this Agreement, might have in or against the estate of the decedent under the laws of the decedent's domicile or other applicable laws except insofar as either party may, after the date of this Agreement, by a valid Will, Codicil, Trust or other instrument, give, devise, or bequeath property or otherwise make a transfer of interests to the other party.

5. Upon the death of either of either Party, the estate (real, personal and/or mixed or subject to power of appointment), present and future, of the decedent shall descend to or vest in their respective heirs-at-law, personal representatives, legatees, devisees, distributees, trustees, beneficiaries, donees, or transferees in accordance with their respective Wills, Trusts, or the law of intestate succession or other laws of their then respective domiciles or other applicable laws as if no

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marriage had ever taken place between the parties except insofar as either party may, after the date of this Agreement, by a valid Will, Codicil, Trust or other instrument, give, devise, or bequeath property or otherwise make a transfer of interests to the other party.

6. In the event that the parties have an existing Trust, Will or similar estate planning document, they shall amend same to conform with the intent or terms of this Agreement. In the event that a party dies without making said amendment, this Agreement shall supersede the estate planning instrument. Nothing in this Agreement shall deprive a party or affect a party's ability to collect Social Security under Federal law. Nothing in this Agreement shall in any way constitute a waiver of the right of either party to a full and complete performance of the terms of this Agreement by the other party.

37. **INDEMNIFICATION AND HOLD HARMLESS**: In any instance in which either party is required to indemnify or hold harmless the other under the Agreement, such hold harmless or indemnification shall include all demands, claims, or damages, including attorney's fees and costs, against the indemnified party resulting, directly or indirectly, from the matter or thing indemnified against.

38. **SELF-EXECUTION**: In the event that either party fails to timely execute any document required by this Agreement, this Agreement shall operate as an execution of that document as it was actually executed by the party or parties. This provision shall not abrogate the requirement set forth above that said documents be executed, nor shall it be considered as the execution of a note or any other assumption of indebtedness, except as otherwise expressly provided herein.

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39. **RECONCILIATION.** Reconciliation shall not affect the provisions of this Agreement and shall not affect the validity and enforceability of this Agreement in any future proceedings, dissolution or otherwise, regardless of when those proceedings are instituted or commenced. Both parties waive any defense of reconciliation to any future enforcement of this Agreement. The parties intend for this Paragraph to be an explicit understanding that any executory provisions of this Agreement remaining at any time of reconciliation, shall not be affected or abrogated by reconciliation and that those provisions shall survive and be binding upon the parties, nonetheless.

**I, NORMAN DEAN ADAMS, certify that I have been open and honest in entering into this Mediated Settlement Agreement. I am satisfied with this Agreement and intend to be bound by it and agree to have the Court adopt this Agreement by way of a Final Judgment.**

Dated: September 17, 2024

*Norman Dean Adams*  
Norman Dean Adams (Sep 17, 2024 17:56 EDT)

NORMAN DEAN ADAMS

**I, EDWARD HARRIS, certify that I have been open and honest in entering into this Mediated Settlement Agreement. I am satisfied with this Agreement and intend to be bound by it and agree to have the Court adopt this Agreement by way of a Final Judgment.**

Dated: September 17, 2024

*Edward Harris*  
Edward Harris (Sep 17, 2024 17:51 EDT)

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