



**MARITAL SETTLEMENT AGREEMENT**

**THIS MEDIATED MARITAL SETTLEMENT AGREEMENT** ("Agreement")  
is made and entered into between ALEXANDRE VOITENOK, referred to as "**Husband**",  
and KATERINE VOITENOK, referred to as "**Wife**", on the 17<sup>th</sup> day of August, 2023  
("effective date"). The Husband and Wife shall be jointly referred to as the "parties."

**Recitals**

- i. The parties were married on June 1, 1996 in Minsk, Belarus and have been living separately from one another since approximately June, 2021 and are now living apart from each other.
- ii. There was one child born of this marriage, who has reached the age of majority.
- iii. Irreconcilable differences have arisen between the parties, and they have concluded that their marriage is irretrievably broken. Proceedings for dissolution of marriage have been filed by the Wife in the Circuit Court of Miami-Dade County, Case No. 22-012650 FC-16, on June 28, 2022, and by the Husband in the Commonwealth of Massachusetts, Probate and Family Court Department, Essex Division, under Docket No. ES22D1189DR, on July 1, 2022. The parties desire to resolve all rights and obligations arising from their marriage, including, but not limited to, the rights of equitable distribution, dower, elective share, inheritance, maintenance, support, and alimony, including permanent, durational, temporary and rehabilitative.
- iv. The parties desire to record their understandings and agreements in this Agreement as to their respective rights and obligations.

  
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v. The parties acknowledge this Agreement has been entered into freely and voluntarily and that they have not been, nor are they under any duress exerted by the other party or otherwise, nor have they been promised anything by the other party other than those promises contained in this Agreement and they have not relied upon any representation by the other as an inducement to enter into this Agreement, other than those representations contained herein.

vi. The parties believe this Agreement is fair and reasonable, given the parties' circumstances, and they wish to be bound by the terms of this Agreement, notwithstanding any determination by a court of competent jurisdiction regarding the fairness of this Agreement.


vii. Each party clearly understands and accepts all of the provisions of this Agreement.

viii. This Agreement has been arrived at with due consideration of each party's age, health, experience, current earnings and earning capabilities, net worth, and contributions to the marriage.

ix. It is the intention of the parties that upon their execution of this Agreement, the consequences of this Agreement shall be binding on the parties, their heirs, legal representatives, personal representatives and assigns for all times.

**Specific Terms**


With full knowledge and understanding of the laws governing their marriage, and in consideration of the mutually exchanged promises contained in this Agreement and the bargaining of other good and valuable consideration, the adequacy of which is admitted to and receipt of which is hereby acknowledged, and the foregoing recitals and

  
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declarations contained in this Agreement, the parties, intending to be legally bound, agree:

1. **RECITALS**: The above recitals are an integral part of this Agreement.
2. **EFFECTIVE DATE**: The effective date of this Marital Settlement Agreement is the date that the last party executes the Agreement.
3. **INCORPORATION OF TERMS FROM EQUITABLE DISTRIBUTION SCHEDULE**: This Agreement incorporates and ratifies all terms contained in the Binding Equitable Distribution Schedule.
4. **SEPARATION OF THE PARTIES/NO INTERFERENCE**: The parties shall, at all times hereafter, live separate and apart, free from interference, authority and control, direct or indirect, by the other, as fully and to the same extent as if the parties were single and unmarried. Following the execution of this Agreement, neither party shall harass, libel or slander the other, nor shall they interfere with the private, social, business or personal affairs of the other party. Neither party shall enter the home of the other without being invited.
5. **CONSIDERATION**: The parties acknowledge that the provisions of this Agreement are the consideration for the Agreement and are sufficient consideration to support the Agreement.
6. **FREE AND VOLUNTARY ACT: TIME FOR REFLECTION**:
  - a. The parties acknowledge and agree to the following:
    - i. This Agreement provides fair and reasonable provisions for each of the parties.

  
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ii. The parties know everything they want to know about the character and extent of the other party's property.

iii. All of their questions have been satisfactorily answered regarding the character, nature, and extent of the property and holdings of the other party.

iv. Each party has given careful and mature thought to the making of this Agreement and to its specific terms.

v. Each party has taken sufficient time to reflect on the seriousness of this Agreement and its terms.

vi. Each party has entered into this Agreement intending to be bound by it.

b. The parties acknowledge that the entry of this Agreement is important to each of them. Each agrees that they have had ample time to discuss the contents of this Agreement with counsel, or with other interested friends, family or consultants and have had ample time to reflect on its meaning and intent.

7. **KNOWLEDGE OF PARTIES:** The parties acknowledge that they have read this Agreement. The parties further acknowledge that this Agreement was executed and agreed to with the full understanding of its purpose and meaning, and the execution of this Agreement is the free and voluntary act of each of the parties hereto. This Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, each party believing the terms to be fair, just and reasonable.

8. **FINANCIAL DISCLOSURE:** The parties have made a full financial disclosure to each other through the exchange of financial affidavits, and through responses to discovery requests as a part of this pending action for dissolution of

  
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
  
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marriage. Each party acknowledges that as a part of the pending litigation, he or she has had the right to conduct additional discovery to satisfy and address any questions or concerns that he or she might have, including the engagement of forensic accountants. However, each party has elected to waive the right to conduct any additional discovery, including, but not limited to, depositions or other appraisals related to the dissolution of marriage action, which is currently pending or related to the execution of this Agreement. Each party has relied on the financial disclosure of the other in entering into this Agreement.

9. **PRIOR DIVISION OF PROPERTY**: The parties have divided all personal property, to their mutual satisfaction, except as set forth in this Agreement.

10. **EQUITABLE DISTRIBUTION**: Equitable distribution shall be pursuant to the Binding Equitable Distribution Schedule ("Equitable Distribution Schedule") attached to this Agreement as Exhibit "A" and subject to the additional terms as set forth herein.

a. **BANK ACCOUNTS**: Each party shall retain the bank accounts and the respective balances held in their individual names and the accounts distributed to them on the Equitable Distribution Schedule, free and clear of any right, title or interest from the other party. The Wife shall retain her account and funds in the Bank of America checking/savings account ending in \*3963 and the joint Bank of America savings account ending in \*3579, free and clear of any right, title or interest of the Husband. The Husband shall sign all necessary documents to remove his name from the accounts Wife is retaining within fifteen (15) days of presentation of same by Wife. The Husband shall retain the HSBC account ending in \*8382, free and clear of any right, title or interest of


  
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*IN RE: THE MARRIAGE OF ALEXANDRE VOITENOK v. KATERINE VOITENOK  
MARITAL SETTLEMENT AGREEMENT  
CASE NO. 2022-012650 FC 16*


the Wife. The parties recognize that the HSBC account is currently frozen, and it may take an undetermined amount of time to remove Wife's name from this account; however, the Wife shall sign documents presented to her to remove her name from the account within fifteen (15) days of being presented with same. The Wife shall timely provide Husband with any documentation in her possession for the HSBC account. The Husband shall retain his Bank of America accounts ending in \*1305 and \*5766, free and clear of any right, title or interest of the Wife (however the funds in the account representing the 2022 AAM Bonus and the 2022 Kelp Distribution shall be distributed as set forth below). The Wife shall sign all necessary documents to remove her name from the accounts Husband is retaining within fifteen (15) days of presentation of same. The parties have previously equally divided the funds in the joint Bank of America account ending in \*6672 (which held the MIABOS funds) in the approximate amount of \$4,991,902.88. On March 10, 2023, the Wife transferred \$2,495,951.44 from the account ending in \*6672 to her separate account and Husband has retained the balance of the account ending in \*6672 and the distribution of said sums shall be treated as an advanced interim equitable distribution to the parties. The Husband shall retain the \*6672 account and Wife shall sign the required documents to remove her name from same within fifteen (15) days of Husband presenting Wife with said documents. The Wife represents that she has cancelled all autopays, ACH, and/or direct debits, with the exception of the EZ Pass autopay, on this account, and, unless Husband otherwise wishes to take over the account (by notifying Wife in writing of his intent to do so within fifteen (15) days of the effective date of this Agreement), Wife will cancel the remaining EZ Pass autopay (including Husband's automobiles) linked to \*6672 within fifteen (15) days of the Effective Date of

  
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this Agreement. The balance of the joint CIBC Canada account ending in \*6937 shall be used to pay the associated costs of the storage facility in Dartmouth, Canada until the parties dispose of the personal property from the storage unit (it is anticipated that the storage unit will be closed within three (3) months). Thereafter, the parties shall equally divide (50/50) the remaining account balance and shall cooperate to close the account. If the Wife wishes to travel to the storage unit to remove items before September 1, 2023, she shall be responsible for the cost of that travel from her separate funds. The Husband shall be responsible to pay the costs of disposing the unwanted items in the storage unit and closure of the unit after September 1, 2023 from his separate funds. The Wife shall open a joint Bank of America account in the State of Florida, to be used as the parties' escrow account for the funds held pursuant to Paragraph 18 below and she shall notify Husband of the account opening. Thereafter, the Husband shall visit a Bank of America branch and take all steps necessary to add his name to the escrow account and shall provide written confirmation to Wife upon completion of same. Any funds remaining in this account after all obligations under this Agreement have been calculated and satisfied, including reimbursements for over withholding for the payment of taxes, shall be divided equally (50/50) between the parties.

b. **BROKERAGE ACCOUNTS:** The parties have certain investments wherein the values are volatile due to the type of investment, including, but not limited to, the Acadian Kelp LP B1 and B2 Points, Acadian Global Market Neutral Fund, LLC, and Acadian GP-Equity Fund, LLC. The values contained on the Equitable Distribution Schedule represent the value of the shares/tokens/units/points as designated by the asset on the date the schedule was prepared and are not representative of the

  
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actual amount each party shall receive. Instead, if the accounts are to be divided pursuant to the Equitable Distribution Schedule, the parties shall divide the asset/account so that each party will receive the percentage of the total value of the account on the date the account is separated, as reflected on the Equitable Distribution Schedule. If an account includes a combination of cash and stocks, the account shall be divided so that each party receives a share of the cash that corresponds to the total percentage of the account the party is entitled to. For example, if Husband is entitled to seventy-five percent (75%) of an account, he shall be entitled to 75% of the cash in the account. The parties shall divide the accounts so as to equalize the gains or losses of the accounts to correspond with the total percentage of the account they are entitled to receive. For example, if Wife is entitled to twenty-five percent (25%) of an account, the investments shall be divided so Wife will receive 25% of the gains and/or losses. The parties shall take all necessary steps and execute all documents necessary to effectuate the transfer of each party's share within fifteen (15) days of the effective date of this Agreement, unless otherwise agreed in writing. The parties shall maintain copies of documentation such as statements, receipts, emails and screenshots reflecting the values at the time the investments are divided by the parties, for each investment below.

c. COINBASE AND PAYPAL (CRYPTOCURRENCY)

**ACCOUNTS:** The Husband shall retain the Coinbase and PayPal accounts titled in his name and distributed to him on the Equitable Distribution Schedule, free and clear of any right, title or interest of the Wife.

d. **HUSBAND'S 2022 BONUS:** The Husband received a bonus from his employer, Acadian Asset Management ("AAM"), for 2022 in the amount of


  
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\$1,201,625.00, net of federal income tax and Massachusetts state tax withholdings. The parties agree that 50% of the bonus (\$600,813.00) is non-marital and the remaining balance is marital. There may be additional federal and state income taxes due as a result of the payment of this bonus in tax year 2023, and the parties shall share equally (50/50) in the tax due for the marital share of the bonus in accordance with Paragraph 18 below. Therefore, the marital portion of the bonus shall be allocated as follows: \$300,406.00 to Husband and \$300,406.00 to Wife. The Husband has deposited the 2022 bonus in his individual BOA account ending in \*1305. The Wife's share of the marital portion of the 2022 bonus in the amount of \$300,406.00 less additional funds to be escrowed in accordance with Paragraph 18 below, shall be paid to her from this account within fifteen (15) days of the Effective Date of this Agreement. The Husband shall retain the non-marital portion of the 2022 AAM bonus which is calculated to be \$600,813. The remaining balance in the BOA account ending in \*1305 as set forth in Paragraph 10.a. above, after payment to the Wife of her share of the 2022 AAM Bonus, shall be awarded to Husband free and clear of all right, title and interest of Wife. Husband shall be responsible to pay all additional tax owed on the non-marital portion of the 2022 AAM bonus.

e. **DEFERRED COMPENSATION:** The Husband's 2021 AAM Deferred Compensation Award, payable on installment dates of March 15, 2023 in the gross amount of \$558,333.00 and March 15, 2024 in the gross amount of \$558,333.00, has a non-marital component. The parties agree that the award payable on March 15, 2023 has a 71% non-marital component and a 29% marital component; and, the award payable on March 15, 2024 has an 86% non-marital component and a 14% marital

  
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component. The marital component of the 2021 deferred compensation award payable on March 15, 2023 of 29% and on March 15, 2024 of 14% shall be equally divided (50/50) between the parties, net of any and all taxes due thereon. The Husband's employer withholds 44.35% from the gross payment to him. Husband shall pay the Wife her fifty percent (50%) share of the marital portion of the 2021 deferred compensation award paid to him by his employer on or about March 15, 2024 within fifteen (15) days of his receipt of said payment and he shall simultaneously provide Wife a copy of his paystub for the pay period wherein the deferred compensation is paid to him. The Husband shall pay the Wife her fifty percent (50%) share of the marital portion of the 2021 deferred compensation award paid to him by his employer on or about March 15, 2023 within fifteen (15) days of the effective date of this Agreement. Thereafter, Husband shall be entitled to retain 100% of the non-marital component of the 2021 deferred compensation award payable on March 15, 2023 and March 15, 2024. If it is determined there was an over withholding or an under withholding of the tax due on the marital portion of the 2021 deferred compensation, then either Husband or Wife, as the case may be, shall reimburse or pay his or her share of the over or under withholding within fifteen (15) days after an agreement by the accountants is reached as to the amount of tax owed as outlined in Paragraph 18 below.

f. **INDIVIDUAL RETIREMENT ACCOUNTS:** The Husband's Interactive Brokers account ending in \*3893 and titled in his name, as well as the Vanguard account ending in \*3932 and titled in his name, shall be equally divided (50/50) between the parties as of June 28, 2022 via a Qualified Domestic Relations Order ("QDRO"), if necessary, as reflected on the Equitable Distribution Schedule plus or minus

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any market gains or losses as of the date the account is divided via QDRO. The final judgment of dissolution of marriage shall contain the necessary language to transfer Wife's share of the Individual Retirement Accounts to Wife. The parties shall retain Matthew L. Lundy, Esquire to prepare the QDRO(s) within fifteen (15) days of the Effective Date of this Agreement and shall be equally responsible for all fees associated with the preparation and entry of the QDRO(s).

g. **INTERACTIVE BROKERS:** The Interactive Brokers brokerage account ending in \*3405 in the name of the Husband shall be retained solely by the Husband as his separate property, free and clear of any right, title and interest of the Wife.

h. **MERRILL LYNCH:** The Merrill Lynch Edge account ending in \*3A07 in the name of the Husband shall be retained solely by the Husband as his separate property, free and clear of any right, title and interest of the Wife.

i. **ACADIAN KELP LP:**


The Husband has a partnership interest of 3.932454% in Acadian Kelp, LP, which is based on the ending capital percentage per the 2021 Schedule K-1 for Acadian Kelp, LP. As of the effective date of this Agreement, the Husband's partnership interest in Acadian Kelp, LP consists of Kelp B-1 (5 points) and Kelp B-2 (3.7 points). The non-marital portion of the Kelp B-1 is 1.00 point, and the marital portion is 4.00 points. The non-marital portion of the Kelp B-2 is 1.67 points, and the marital portion is 2.03 points. The marital portion of the Husband's Kelp B-1 of 4.00 points and Kelp B-2 of 2.03 points and any benefits associated with the marital points shall be equally divided (50/50) between the parties via a constructive trust. Husband shall retain the non-marital portion

  
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of the Kelp B-1 and Kelp B-2 points as well as any points and associated benefits relating to his share of the marital Kelp points and the non-marital Kelp points, including any points or associated benefits granted for retention of Husband's services, granted on or after June 28, 2022, as his sole and separate property, free and clear of all right, title, interest and control of Wife. Accordingly, Wife is hereby granted an equitable and constructive interest in 50% of the marital Kelp B-1 and B-2 points. Husband shall hold 50% of the marital Kelp B-1 and B-2 points herein allocated for Wife as fiduciary and in constructive trust for her, subject to the following provisions as well as the policies, procedures, responsibilities, and limitations of AAM governing the Husband's partnership interest in the Acadian Kelp LP and as more specifically set forth in the Third Amended and Restated Limited Partnership Agreement of Acadian Kelp LP dated as of February 26, 2018 and any amendments thereto (the "Plan"). Husband shall act as a fiduciary to the Wife with respect to the B-1 and B-2 Kelp points allocated to her in this Agreement and shall not act in any manner contrary to his duties therein. Husband shall promptly notify the Wife in writing of any non-confidential events, acts or information affecting the value and/or sale of his partnership interest in the Acadian Kelp LP. Non-confidential events shall be defined as any acts, events, or information not otherwise deemed confidential by the company.

The parties recognize that AAM is a privately held company and there are restrictions on the transfer and liquidation of Kelp points. The parties also recognize and agree that the realization of any monetary amounts relative to the Kelp points will be subject to all then applicable federal, state, local, income or payroll tax, capital gains tax and alternative minimum tax as well as any other tax, fee, or cost which may be levied,

  
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and each party hereby agrees to be responsible for his or her proportionate share of said taxes, fees and/or costs, if any. The mechanism for paying taxes, fees and costs is detailed in Paragraph 18 below.

Wife understands and acknowledges that the Kelp points described herein presently have no guaranteed value and that Husband may never receive any proceeds related to these Kelp points. Wife understands and acknowledges that the Kelp points described herein are subject to calls, repurchase rights and other restrictions as set forth in the Plan and associated documents. Wife further understands and acknowledges that if Husband's relationship with AAM is terminated under certain conditions, Husband may not be entitled to retain the Kelp points or may be limited in his ability to realize value from the Kelp points. Nothing herein shall be interpreted to require Husband to remain employed by or related to AAM, but he shall nevertheless use efforts consistent with his fiduciary duties to protect Wife's portion of the Kelp points, if and to the extent possible. This includes Husband's responsibility as a fiduciary to minimize the Wife's share of taxes on her entitlement to any Kelp points to the extent of all available tax attributes.

Notwithstanding anything to the contrary contained herein, Husband shall not be required to take any actions relative to the Kelp points during any period in which Husband is not permitted to by reason of any legal or regulatory restrictions or prohibitions or by reason of company policy or by the terms of the Plan or associated documents. Husband represents and warrants that his position at AAM makes him an insider under federal law. As a result of such "insider status", due to restrictions under federal law and pursuant to company policy, Husband's ability to realize value from the

  
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
Kelp points at any given time may be limited.


In the event of a sale, consolidation, merger or other corporate reorganization of Acadian Kelp, LP, pursuant to which marital Kelp points are exchanged, Husband shall within thirty (30) days provide written notice to Wife, and all supporting documentation<sup>1</sup> received by or available to him, relating to the exchange to calculate Wife's equivalent portion of the exchanged marital Kelp points (taking into consideration reductions in Wife's share as a result of previous liquidations, or any other diminutions or accretions in Wife's share of the Kelp points arising from the exchange). Husband shall continue to hold Wife's portion as a result of the exchange in accordance with the terms described herein, and both parties shall be subject to the same rights and obligations pertaining thereto.

Subject to the limitations set forth above and below, and as provided for in the Plan, Wife may request that Husband transfer ("put") her Kelp points back to the Partnership upon providing at least forty-five (45) days' written notice prior to the first day of a trading window to Husband, such notice to set forth the amount of Class B-1 Kelp points and/or Class B-2 Kelp points she wishes to transfer to the Partnership, provided that she may not transfer greater than 50% of the percentage cap on liquidation in any given calendar year or during Husband's term of employment as set forth in Paragraph 8.3(a) of the Plan. In the event these percentage caps as set forth in the Plan increase or decrease, Husband and Wife shall be subject to same. Presently, the percentage caps are as follows: Husband may transfer no more than (i) 10% of Husband's Class B-1 High

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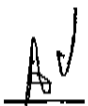
<sup>1</sup> Any such documentation provided by Husband to Wife shall be subject to the existing confidentiality agreement executed by the Parties as it relates to Husband's current employment with AAM, as well as any appropriate confidentiality agreement requested by an acquiring company or new firm where Husband becomes employed.


  
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Water Mark Holdings or Class B-2 High Water Mark Holdings during any calendar year, or (ii) 50% of Husband's Class B-1 High Water Mark Holdings or Class B-2 High Water Mark Holdings while Husband remains employed by Acadian (taking into account all prior Transfers pursuant to Paragraph 8.3(a) of the Plan).


Husband shall, upon receipt of written instructions from Wife, and within five (5) days of receipt of such notice, initiate transfer of her Kelp points back to the Partnership by providing written notice to the General Partner as required by Paragraph 8.3 of the Plan and Husband shall simultaneously provide a copy of the notice to Wife. Wife understands, that unless accelerated by the Compensation Committee in its sole discretion, the Partnership will purchase the Kelp points in three equal tranches as set forth in Paragraph 8.3(a) of the Plan. The purchase price shall be equal to the fair market value price per Kelp point determined for the Valuation Period in which the closing of each such purchase occurs, less any applicable Offset Amounts. Except as otherwise provided herein, upon receipt of any amounts as a result of the transfer of Wife's Kelp points to the Partnership, Husband shall remit such sums to Wife within fifteen (15) days of receipt of said sum. Wife shall be responsible for paying any amount due and payable including any taxes incurred as a result of Husband's transfer of all or any portion of Wife's Kelp points back to the Partnership. The Parties agree that taxes shall refer to any federal, state, or local, income or payroll tax, capital gains tax and alternative minimum tax as well as any other tax, fee, or cost which may be levied, resulting from Husband transferring Wife's Kelp points back to the Partnership. The taxes, fees and costs owed, if any, in connection with the transfer of the Kelp points back to the Partnership shall be dealt with in accordance with the provisions set forth in Paragraph 18 below.

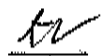
  
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Upon receipt of Wife's written notice that she wishes to transfer her share of Kelp points to the Partnership, Husband shall have five (5) days to notify Wife in writing if he wishes to purchase the Kelp point(s) she wishes to transfer back to the Partnership. In such event, Husband will purchase the Kelp points in three equal tranches as set forth in Paragraph 8.3(a) of the Plan. The purchase price shall be equal to the fair market value price per Kelp point determined for the Valuation Period in which the closing of each such purchase occurs, less any applicable taxes, fees, costs and offset Amounts. Except as otherwise provided herein, Husband's purchase of the Kelp points from Wife shall be subject to all of the policies, procedures, responsibilities, and limitations of AAM governing the Husband's partnership interest in the Acadian Kelp LP and as more specifically set forth in the Plan. If Husband exercises his option to purchase Wife's Kelp points, Wife shall be entitled to transfer up to 100% of the then percentage cap on liquidation of her share of the Kelp points back to the Husband, should Husband desire to purchase such amounts, in any given year that Husband exercises the option to purchase Wife's points.

In the event that the Husband exercises his option to purchase Wife's points and fails to make payment, in accordance with the time parameters set forth in Paragraph 8.3(a) of the Plan, he shall be adjudicated to be in contempt of this Court upon the Wife filing a Notice of Non-Compliance with the terms of this Mediated Marital Settlement Agreement and Final Judgment of Dissolution of Marriage. This provision shall only apply if the current value of the Kelp points being purchased by Husband is a sum certain and the Husband has failed to make payment of same. To the extent that there is a dispute as to the current value of the Kelp points being purchased from the

  
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
Wife, said valuation issue shall be addressed and resolved by the Special Magistrate as outlined below. To the extent that the Husband is in contempt due to the fact that there is a sum certain owed to Wife, which the Husband has not paid, said amount due and owing at that time shall be deemed a money judgment upon which Wife may collect via all available remedies permissible under Florida Statutes, including reasonable attorney's fees, suit monies and costs.

In the event of any modifications to the Plan, the rights and responsibilities of the Parties herein shall be adjusted accordingly to reflect the intent of the Parties. It is intended that the Parties, as much as possible, have equal rights, responsibilities and obligations under the Plan, and that each party control, without interference from the other to the extent possible, the disposition of his or her Kelp points awarded under this Agreement.

In the event that the Husband voluntarily resigns from AAM to obtain employment with a new firm, and as a result all or a portion of the Wife's share of the remaining marital Kelp points are forfeited and exchanged for "substitute compensation," Wife shall be entitled to receive her proportionate share of the "substitute compensation" Husband receives from his new firm/employer. Husband's "substitute compensation" shall continue to be held in a constructive trust consistent with Husband's fiduciary duties and responsibilities as referenced herein until such time as Husband is permitted to monetize Wife's share of said "substitute compensation" from his new firm, which amount(s) shall then be paid to the Wife until she receives her proportionate share of the substitute compensation in full.

In the event of any dispute regarding the Wife's share of the

  
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marital Kelp points, including, but not limited to, the intent, scope and/or terms of the constructive trust or Husband's fiduciary duties regarding same, or any issues regarding the timing and/or method of payment to Wife, valuation, exchange or forfeiture of the Wife's remaining share of the marital Kelp points, said dispute or issues shall be addressed and resolved by the agreed upon, court appointed Special Magistrate Jeffrey Weissman, Esquire within thirty (30) days of submission of said dispute to the Special Magistrate, whose decision shall be binding on the parties, including his authority to determine either Party's entitlement to reasonable attorneys' fees and costs associated with said dispute, consistent with Florida law, unless and until such decision is challenged by either party in a court of competent jurisdiction within thirty (30) days from the written decision of the Special Magistrate.

j. **ACADIAN GLOBAL MARKET NEUTRAL FUND, LLC:** The Husband has a 1.130817% ownership interest in Acadian Global Market Neutral Fund, LLC, which shall be sold and the proceeds equally divided (50/50) between the parties. The Husband shall sell the interest in the Acadian Global Market Neutral Fund, LLC within thirty (30) days of the effective date of this Agreement and shall distribute seventy-five percent (75%) of the proceeds within fifteen (15) days of receipt of the proceeds to the parties, with the parties splitting the distributed proceeds equally (50/50), and twenty-five percent (25%) shall be held in escrow in the separate interest-bearing account, if available, in the parties' joint names (Bank of America account to be opened), for determination of tax owed at year-end as explained below in Paragraph 18. Husband shall provide the Wife with copies of the 2022 and 2023 Schedule K-1 upon his receipt, as well as his completed Form 8949 (Sales and Other Dispositions of Capital Assets)

  
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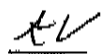
reflecting the gain or loss calculated upon sale.

k. **ACADIAN GP-EQUITY FUND, LLC:** The Husband has a 2.345031% ownership interest in Acadian GP-Equity Fund, LLC, which shall be sold, and the proceeds divided equally (50/50) between the parties. The Husband shall sell the interest in the Acadian GP-Equity Fund, LLC within thirty (30) days of the effective date of this Agreement and shall distribute seventy-five percent (75%) of the proceeds within fifteen (15) days of receipt of the proceeds, with the parties splitting the distributed proceeds equally (50/50), and twenty-five percent (25%) shall be held in escrow in the separate interest-bearing account, if available, in the parties' joint names (Bank of America account to be opened), for determination of tax owed at year-end as explained below in Paragraph 18. Husband shall provide the Wife with copies of the 2022 and 2023 Schedule K-1 upon his receipt, and his completed Form 8949 (Sales and Other Dispositions of Capital Assets) reflecting the gain or loss calculated upon sale.

i. **REAL ESTATE:**

i. **100 STATION LANDING UNIT #1206, MEDFORD, MA 02155 ("SKYLINE CONDO"):** The parties jointly own the real property located at 100 Station Landing, Unit #1206, Medford, Massachusetts 02155 ("Skyline Condo"). The Skyline Condo is titled in the Husband's and Wife's joint names and has been the parties' primary residence for at least twenty-four (24) months of the preceding five (5) years during the marriage and qualifies for the \$500,000.00 (\$250,000.00 each) capital gain exclusion pursuant to Publication 523 (2022) of the Internal Revenue Code. The Skyline Condo shall be listed for sale on the Multiple Listing Service ("MLS") on a mutually agreeable date, but no later than thirty (30) days of the effective date of this

  
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Agreement, with a licensed real estate agent mutually agreed upon in writing by the parties at a mutually agreed upon listing price after taking into consideration the realtor's recommendation as to the listing price and listing date. All communications between the realtor and parties shall include both the Husband and Wife and be in writing. All decisions of sale, improvements and/or repairs to be made to the property in anticipation of sale shall be jointly made by the parties. The parties shall make the property available for open houses and viewings by potential buyers. Each party shall immediately communicate, in writing, all offers received to the other party and provide proof of same. The parties shall jointly determine whether to accept any offer(s), which decision shall be determined in good faith and all reasonable purchase offer(s) shall be accepted after consideration of the recommendations of the realtor.

Additionally, the parties own a third parking spot at the Skyline Condo which shall be listed for sale and sold separately from the Skyline Condo to achieve the greatest sales price. The parking spot shall be sold consistent with the terms above. In the event that the parties receive an offer on the Skyline Condo that includes the third parking spot, the parties may agree to accept such offer if it is financially more advantageous than selling the parking spot separately. The Wife agreed to and has emptied the Skyline Condo in preparation for sale. The Wife left certain pieces of furniture and plants in the unit for staging purposes as per the recommendations of a realtor. The parties shall be equally (50/50) responsible for the cost and labor associated with emptying the Skyline Condo in preparation for sale, which includes U-Haul rental and condominium elevator/move out fees, and the agreed upon costs to remove the items left in the Skyline Condo for staging. The Husband shall reimburse Wife for his fifty percent share of the

  
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expense she incurs to empty the Skyline condo within 15 days of presentation of the receipts for the expenses incurred.

Except as otherwise provided herein, the net sales proceeds from the Skyline Condo and the third parking spot, after deducting all costs of sale including closing costs, real estate commissions and payoff of the Nationstar Mortgage LLC (d/b/a Mr. Cooper) account ending in \*1202, shall be equally divided (50/50) between the parties. The amount to be reimbursed to the Husband for the agreed upon carrying costs he has advanced and the proceeds to be distributed to the parties shall be agreed upon prior to distribution of the sales proceeds. Each party shall report 50% of any capital gain or loss from the sale of the Skyline Condo and third parking spot on his or her income tax return and shall be responsible for any and all amounts due and owing therefrom or receive any credits/deductions associated therewith. The parties shall exchange all tax related basis information, including improvements to the property.

As of the effective date of this Agreement, the parties shall be equally responsible for the mortgage, property taxes, insurance and all related expenses (of the property and third parking spot) until the sale and closings of the Skyline Condo and third parking spot. All expenditures in excess of the mortgage payments, condominium fees, property taxes, insurance, and monthly utilities shall be agreed upon in writing by the parties prior to incurring said expense. The Husband shall advance the expenses of the property through the closing of the sale and Wife's fifty percent (50%) share of the above property carrying costs shall be deducted from her share of the closing proceeds and paid to the Husband to reimburse him for the monies advanced. Prior to the closing, the Husband shall provide Wife with an accounting of all expenses he has advanced from the

  
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effective date of this Agreement through the closing on the sale of the property and the parties shall agree upon the allocation. The parties' \$500,000 exclusion from capital gains tax shall be applied to the sale of the Skyline Condo and each party shall be entitled to use one-half (\$250,000 each) of the exclusion. The legal description of the Skyline Condo is:

Unit No. 1206 (the "Unit") of the Skyline Condominium, created pursuant to Massachusetts General Laws, Chapter 183A by Master Deed dated July 26, 2007, recorded with the Middlesex South District Registry of Deeds on July 30, 2007 in Book 49860 Page 133, as amended by First Amendment to Master Deed dated October 12, 2007 and recorded at said Registry of Deeds on October 22, 2007 at Book 50253, Page 315 (the "Master Deed") and shown on the plans recorded with Registry of Deeds with the Master Deed ( the "Floor Plans").

The undivided percentage interest of the Unit in common areas and facilities is 1.29%.

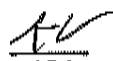
The Unit is conveyed together with the exclusive right and easement to the use of Appurtenant Parking Space No(s). 69 and storage bin/area no. 71 as shown on the Floor Plan(s) and Site Plan recorded with said Registry of Deeds with the Master Deed.

The Unit is also conveyed together with the exclusive right and easement in gross of use of Parking Space In Gross No(s). 18U as shown on Floor Plan and the Site Plan recorded with said Registry of Deeds with the Master Deed.

The exclusive right and easement to use the appurtenant patio /balcony/ deck/terrace/ mailbox/bicycle rack area, as shown on the Site Plan recorded with said Registry of Deeds with the Master Deed.

ii. **52 BELCHER STREET, ESSEX, MA 01929 ("ESSEX PROPERTY")**: The parties own the real property located at 52 Belcher Street, Essex, Massachusetts 01929 ("Essex Property"). Title to the Essex Property is held in the parties'

  
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joint names. The Husband shall retain the Essex Property as his sole property, free and clear of any right, title or interest of the Wife. Commencing as of the effective date of this Agreement, Husband shall hold Wife harmless and indemnify her as to all expenses, liens, encumbrances, or liabilities relating to the real property, and Husband shall be solely responsible for all expenses relating to the Essex Property, including the real property taxes, insurance, utilities, maintenance, landscaping and repairs (minor or major). The Husband shall be entitled to claim the property tax and all other applicable deductions associated with the Essex Property for 2023 and each year thereafter, if any. Commencing March 1, 2023, Husband shall forever have exclusive use and possession of the Essex Property. The legal description of the Essex Property is:

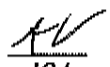
Two parcels of land, being Lot 5, containing 52,986 square feet, and Parcel A, containing 14,607 square feet, both as shown on a plan entitled, "Plan of Land in Essex, Massachusetts, Property of Sharon B. Means, dated March 14, 1995 by Donohoe and Parkhurst, Inc." recorded with the Essex South District Registry of Deeds in Plan Book 300, Plan 68.

Said parcels are together bounded and described as follows: NORTHEASTERLY by Belcher Street on various courses, a total of 151.99 feet; SOUTHEASTERLY by Lot 6 on two courses, 119.26 feet and 174.81 feet; SOUTHWESTERLY by remaining land of Sharon B. Means, 183.01 feet and 47.00 feet; NORTHWESTERLY by Lot 1, 234.91 feet; NORTHEASTERLY and NORTHWESTERLY by a 60' wide easement, 143.26 feet and 25.00 feet, all as shown on said plan.

Said premises are conveyed together with an easement sixty (60) feet wide and shown on plan recorded in Plan Book 262, Plan 68 and Plan Book 243, Plan 90 as "60 foot Wide Access, Utility, Slope Easement" for the purpose of access, utilities, and grading for slope, and for all other purposes for which roads are used in the Town of Essex.

Said premises are conveyed subject to and together with the

  
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benefit of the easements, restrictions, and covenants set forth in deed of Sharon B. Means dated July 28, 1995 and recorded with said Registry in Book 13121, Page 307.


For title, reference is made to deed dated December 1, 2003, and recorded with said Registry in Book 22149, Page 368.

Within fifteen (15) days of being presented with same, Wife shall execute a quit claim deed transferring all of her right, title and interest in the Essex Property to the Husband, if necessary to transfer the real property to Husband. The Husband shall be solely responsible for the preparation of the quit claim deed transferring Wife's interest, the costs associated with the preparation of the deed, as well as the recording costs.

iii. CONTENTS OF THE ESSEX PROPERTY: The Husband shall retain the contents of the Essex Property, including, but not limited to the furniture, furnishings, collectibles and personalty, except for the Wife's personal belongings, if any.

iv. 17 WOODHAVEN CLOSE, DARTMOUTH, NOVA SCOTIA, CANADA ("NOVA SCOTIA PROPERTY"): The parties jointly own the real property located at 17 Woodhaven Close, Dartmouth, Nova Scotia, Canada ("Nova Scotia Property"). The Nova Scotia Property shall be immediately listed for sale with a licensed real estate agent on the MLS, mutually agreed upon in writing by the parties at a mutually agreed upon listing price after taking into consideration the realtor's recommendations as to the listing price. All communications with the realtor shall include both parties and shall be in writing. All decisions of sale shall be jointly made by the parties. The Nova Scotia Property is currently leased. The parties, through Claude Daniel, the property manager, shall coordinate with the tenants to timely make the property available for open houses and viewings by potential buyers. Claude Daniel shall continue to manage the Nova

  
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Scotia Property, including the collection of rents and payment of the regular and ordinary expenses of the property pending sale, and the property shall continue to be rented until sold. The parties shall be equally responsible for the mortgage, property taxes, insurance, and all related expenses of the property until the sale and closing of the Nova Scotia Property; however, the parties anticipate that the expenses of the Nova Scotia Property will be satisfied by the rents collected as has historically occurred. In the event of any deficiency regarding ongoing and agreed upon expenses related to the property, Husband shall advance the cost for said expense(s) and be repaid 50% of the expenses from Wife's share of the sales proceeds, after copies of any supporting documentation, invoices and receipts for expenses paid are provided to the Wife. The amount to be reimbursed to the Husband and the proceeds to be distributed to the parties shall be agreed upon prior to distribution of the sales proceeds.

v. All communications with Claude Daniel relative to the Nova Scotia Property shall be in writing with both parties copied on all correspondence. The parties shall direct Claude Daniel to provide both of them with periodic rental income statements, no less than once every 180 days. All net rental income shall be distributed by Claude Daniel to the parties at the time of sale and shall be divided equally (50/50) between the parties. Each party shall immediately communicate in writing to the other party any and all offers received and provide proof of same. The parties shall jointly determine which offer(s) to accept, which decision shall be determined in good faith (with the assumption that all reasonable purchase offers shall be accepted) after consideration of the recommendations of the realtor. The parties will abide by the realtor's recommendation as to listing price and whether to accept any offer(s) made to purchase

  
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
  
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the property. Except as otherwise provided herein, the net sales proceeds from the Nova Scotia Property, after deducting all costs of sale including closing costs and real estate commissions shall be divided equally (50/50) between the parties. The tax implications of the sale of the Nova Scotia Property shall be managed in accordance with Paragraph 17 below.

iv. LOTS 17 & 18 WHISPERING WAVES, MORELL, PE, KINGS COUNTY ("KINGS COUNTY LOTS"): The parties jointly own the real property located at Lots 17 & 18 Whispering Waves, Morell, PE, Kings County ("Kings County Lots"). Title to the Kings County Lots is held in the parties' joint names. The Wife shall retain the Kings County Lots as her sole and separate property, free and clear of any right, title or interest of the Husband, at the value as set forth in the Equitable Distribution Schedule. Commencing upon the effective date of this Agreement, the Wife shall hold Husband harmless and indemnify him as to all expenses, liens, encumbrances, or liabilities relating to the real property, and Wife shall be solely responsible for all liabilities and expenses relating to the Kings County Lots, including the real property taxes and insurance. The Wife shall be entitled to claim the property tax and all other applicable deductions associated with the Kings County Lots for 2023 and each year thereafter, if any.

Within fifteen (15) days of being presented with same, Husband shall execute a quit claim deed, Transfer/Deed of Land or other deed required, transferring all of his right, title and interest in the Kings County Lots to the Wife, to transfer the real property to Wife. The Wife shall be responsible for the preparation of the deed transferring Husband's interest to her, the costs associated with the preparation of the deed, as well

  
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as the recording costs. The Husband shall be solely responsible for the payment of any income tax or capital gain tax that may result from the transfer of the Kings County Lots to the Wife.

v. 38 VOSTOCHANAYA ST. MINSK, BELARUS

APARTMENT ("BELARUS APARTMENT"): The Belarus Apartment is titled in the Husband's name. The Wife shall retain the Belarus Apartment as her sole and separate property, free and clear of any right, title or interest of the Husband, at the value as set forth in the Equitable Distribution Schedule. The Husband previously granted a power of attorney to the Wife's father on June 13, 2023. As of the effective date of the power of attorney, Wife shall hold Husband harmless and indemnify him as to all expenses, liens, encumbrances, or liabilities relating to the real property, and Wife shall be solely responsible for all liabilities and expenses relating to the Belarus Apartment. The parties acknowledge that there may be issues with effectuating a transfer of title to this property and Husband and Wife shall cooperate in a timely manner with respect to whatever action, steps, and documents are necessary to effectuate the transfer of title to the Wife, including, but not limited to, assisting the parties' daughter with de-registering herself from living in the apartment, so that the apartment may be transferred. If the transfer of the Belarus Apartment is unable to be effectuated during the three (3) year period of the power of attorney, Husband shall sign another power of attorney authorizing the transfer as stated above until said transfer is effectuated. Said steps necessary to transfer the Belarus Apartment to the Wife, include, but are not limited to: (1) the parties' daughter, Nadya, de-registering herself from living in the apartment, which the parties shall cooperate to effectuate as soon as possible in light of the challenges they may experience


  
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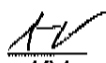
  
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with the governmental authorities; (2) In the event of expiration of the power of attorney previously provided, the Wife providing Husband the approved form of a power of attorney, that is valid for a period of three years, authorizing CHABATAREUSKY ALIAKSANDR GENRIKHOVICH to take all necessary action to transfer the Belarus Apartment to the Wife either by donation or sale; (3) the Husband shall take the notarized power of attorney to the Secretary of the Commonwealth of Massachusetts to obtain an Apostille Certificate of Notarization within thirty (30) days of Wife presenting Husband with the new power of attorney and shall return the fully executed power of attorney and Apostille Certificate of Notarization to Wife and (4) the parties shall exchange all documentation needed to transfer the property from Husband to Wife, including, but not limited to the parties' original Marriage Certificate that is in Husband's possession. The Wife shall request her parents to provide Husband with documentation evidencing that any and all expenses, obligations, liens, encumbrances, etc. on the Belarus Apartment have been satisfied. Upon transfer, the Wife shall provide evidence to Husband that the property has been transferred into Wife's name and his name has been removed such that he has no further obligations relating to this apartment in Belarus.

m. **BUSINESS INTERESTS:**


i. **MIABOS HOLDINGS, LLC ("Miabos"):** The Husband owns a 50% membership interest in Miabos, which is a marital asset. As set forth in the Operating Agreement dated August 31, 2021, the remaining 50% membership interest in Miabos is owned by SJSJ Holdings LLC. Miabos owns 100% of 335 SW 20th Street LLC, which previously owned the real property located at 335 SW 20 Street, Fort Lauderdale, Florida. This property was purchased for \$1,815,000.00 on May 6, 2021 and sold for

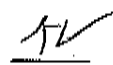
  
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\$2,500,000.00 on May 11, 2022. The net sale proceeds were transferred to the parties' joint Bank of America account ending \*6672 on September 30, 2022. The Husband's 50% membership interest in MIABOS' remaining assets includes a receivable currently being held by SJSJ Holdings LLC in JPMorgan Chase account ending in \*6955 in the approximate amount of \$34,153 (total account balance is \$68,306) and a JPMorgan Chase bank account ending in \*8001 (held by 335 SW 20th Street LLC) with an approximate balance of \$208 (total account balance is \$416). The Husband shall be responsible to collect the rental income receivable of \$34,153 from SJSJ Holdings LLC. Husband shall pay \$34,153 to the Internal Revenue Service to be applied toward the capital gain tax owed for the sale of the property. The parties shall be equally responsible (50/50) for any tax liability associated with the sale of the property in excess of \$34,153. Any tax overpayment for MIABOS shall be divided equally (50/50) between the parties.

ii. VODANI PROPERTIES LP ("Vodani"): Husband shall retain the limited partnership interest and general partnership interest and all assets associated therewith in Vodani, free and clear of all right, title and interest of Wife. Husband shall be responsible for any and all costs and liabilities associated with the limited partnership interest and general partnership interest and assets associated therewith. The Husband shall hold Wife harmless and indemnify her as to all expenses, liens, encumbrances, or liabilities relating to Vodani and Husband shall be solely responsible for all liabilities and expenses relating to the interest in Vodani. In exchange for retaining the interest in Vodani, Husband shall pay to Wife \$300,000.00 US Dollars, and said amount shall be paid in addition to the Equalizer Payment and in accordance with Paragraph 10q below within fifteen (15) days of the effective date of this Agreement.


  
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n. **AUTOMOBILES/OTHER VEHICLES:**

i. **2014 AUDI Q5:** As of the execution of this Agreement, the Wife shall have exclusive use and possession, and be responsible for the 2014 Audi Q5 presently titled in Husband's name. The automobile shall be the Wife's sole and separate property, free and clear of any right, title or interest of the Husband. The Husband shall transfer the 2014 Audi title in his possession to the Wife simultaneous with the execution of this Agreement and shall provide her same. Husband shall instruct the dealership to dispose of the snow tires for Wife's car and shall receive any funds or be responsible for paying any funds related to the disposition of same. The Wife shall indemnify and hold the Husband harmless for all liability associated with this automobile, including attorneys' fees, suit monies, costs and appellate attorneys' fees. The automobile insurance on the 2014 Audi has been paid through July 19, 2023 and neither party shall cancel or seek a reimbursement of the prepaid insurance premiums. The Wife shall separate her insurance from Husband's policy and shall be responsible to maintain and timely pay for her own separate insurance policy, commencing July 20, 2023.

ii. **2013 AUDI COUPE RS5:** As of the execution of this Agreement, the Husband shall have exclusive use, possession and be responsible for the 2013 Audi Coupe RS5 titled in his name. The automobile shall be the Husband's sole and separate property, free and clear of any right, title or interest of the Wife. The Husband shall indemnify and hold the Wife harmless for all liability associated with this automobile, including attorneys' fees, suit monies, costs and appellate attorneys' fees. The Husband shall be responsible to maintain and timely pay for his own separate insurance policy commencing July 20, 2023.

  
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
  
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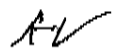
iii. **2019 MERCEDES SUV GLC 63S**: As of the execution of this Agreement, the Husband shall have exclusive use, possession and be responsible for the 2019 Mercedes SUV GLC 63S titled in his name. The automobile shall be the Husband's sole and separate property, free and clear of any right, title or interest of the Wife. The Husband shall indemnify and hold the Wife harmless for all liability associated with this automobile, including attorneys' fees, suit monies, costs and appellate attorneys' fees. The Husband shall be responsible to maintain and timely pay for his own separate insurance policy commencing July 20, 2023.

iv. **2018 SEAPRO BOAT 239 ("SeaPro")**: As of the Effective Date of this Agreement, the Husband shall have exclusive use and possession and be responsible for the SeaPro. The SeaPro is titled in Husband's name, which the Husband shall retain as his sole and separate property, free and clear of any right, title or interest of the Wife. The Husband shall indemnify and hold the Wife harmless for all liability associated with the SeaPro, including attorneys' fees, suit monies, costs and appellate attorneys' fees. Husband shall also retain the jet ski and trailer as detailed on the Equitable Distribution Schedule, free and clear of all right, title and interest of Wife.

o. **JEWELRY**: Each party shall retain their jewelry as their separate property, free and clear of any right, title or interest of the other party.

p. **2022 KELP DISTRIBUTION**: The Husband received a 2022 Kelp Distribution in the amount of \$162,313, which was deposited on March 7, 2023 into the Bank of America account ending in \*6672, which Husband then transferred to his Bank of America account ending in \*1305, of which the marital portion is \$89,053. Twenty-five percent (25%) of the marital portion shall be held in escrow in a separate


  
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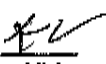
  
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interest-bearing account, if available in the parties' joint names (Bank of America account to be opened), for determination of tax owed at year-end as explained below in Paragraph 18. The Husband shall transfer \$33,394.88, representing Wife's share of the net marital portion, to Wife's Bank of America account ending \*3963, by direct transfer or wire transfer within fifteen (15) days of the effective date of this Agreement. The Wife shall be entitled to one hundred percent (100%) of all future Kelp distributions attributable to the Kelp points she is retaining hereunder, and payment to the Wife shall be made in the same manner as the 2022 Kelp Distribution with twenty-five percent (25%) of the gross proceeds being held in escrow in accordance with Paragraph 18 below.

q. **EQUALIZER PAYMENT TO WIFE:** As additional equitable distribution to Wife, an Equalizer Payment as reflected on the Equitable Distribution Schedule, in the amount of Three Hundred Eighty Three Thousand Two Hundred Sixteen Dollars (\$383,216.00) is owed by the Husband to the Wife. The Husband shall transfer the Equalizer Payment of Three Hundred Eighty Three Thousand Two Hundred Sixteen Dollars (\$383,216.00) to Wife's Bank of America account ending \*3963, by direct transfer or wire transfer within fifteen (15) days of the effective date of this Agreement. This Equalizer Payment does not include the sum Husband owes of \$300,000.00 USD, and shall pay, to Wife for retaining the interest in Vodani pursuant to Paragraph 10(m)(ii) of this Agreement, or his contribution towards Wife's accounting fees in the amount of \$50,000.00 pursuant to Paragraph 14 herein.

r. **CREDIT CARD LIABILITY:** The parties shall each be responsible for the credit card liabilities in their own name. If either party is an authorized

  
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user on a credit card in the other party's name, he or she shall be removed from same and shall cooperate to permit the removal.

i. The Wife shall be solely responsible to pay the credit card debt held in her name, including Bank of America account ending in \*0680, or incurred by her, and shall hold the Husband harmless and indemnify him from liability from same.

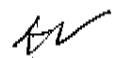
ii. The Husband shall be solely responsible to pay the credit card debt held in his name, including the Bank of America account ending in \*0130, or incurred by him, and shall hold the Wife harmless and indemnify her from liability from same.

iii. Each party shall be responsible for any charges, including credit card charges they have made after the Effective Date of this Agreement whether or not in their name.

iv. Neither party shall charge to or incur debt in the other party's name as of July 1, 2023. In the event either party incurs debt in the other's name, the incurring party shall indemnify and hold the other party harmless from all liability, including attorneys' fees, suit monies and costs and appellate attorneys' fees.

11. **UNACCOUNTED OBLIGATIONS:** No other obligations of the parties are known to exist, except those listed herein and in the Equitable Distribution Schedule. Neither party shall incur any obligation for which the other is liable. Unaccounted/non-disclosed obligations are the responsibility of the party who incurred them. Each party shall hold the other harmless and will indemnify the other against any liability for obligations individually incurred, except as provided herein. If any action or

  
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proceeding is initiated seeking to hold a party responsible for an obligation individually incurred by the other party, the party who individually incurred the obligation shall defend the other whether or not the action or proceeding is well founded.

12. **NON-MODIFIABLE ALIMONY:** The Husband shall pay to the Wife the sum of One Million Five Hundred Thousand Dollars (\$1,500,000.00) as non-modifiable lump sum alimony, within fifteen (15) days of the Effective Date of this Agreement and said payment shall be made via direct bank transfer to Wife's Bank of America account ending in \*3963. The lump sum payment to the Wife shall be non-taxable to her and non-deductible to the Husband. The non-modifiable alimony shall not be extendable or modifiable as to amount or term for any reason and does not terminate upon the death of either party, the Wife's remarriage or cohabitation.

13. **WAIVER OF ALIMONY:** Based upon the terms and conditions of this Agreement and the distribution of property acquired during the marriage, both parties waive any right or entitlement to support, maintenance payments, temporary, rehabilitative, bridge the gap or permanent alimony under the laws of the State of Florida, or under the laws of any state, except as provided for in this Agreement. This waiver is irrevocable and non-modifiable and that, regardless of any change in circumstance, neither party shall be permitted to obtain alimony or spousal support of any kind from the other party, except as expressly provided herein including Paragraph 12 above.

14. **ATTORNEY'S FEES, SUIT MONIES, AND COSTS:** The Wife shall be solely responsible for payment of her remaining attorney's fees, accountant fees, suit monies, and costs incurred in the preparation of this Agreement and representation in the dissolution of marriage proceedings through the entry of the Final Judgment of Dissolution

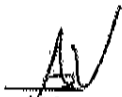
  
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of Marriage. The Husband shall be solely responsible for payment of his remaining attorney's fees, suit monies, and costs incurred in the preparation of this Agreement and representation in the dissolution of marriage proceedings through the entry of the Final Judgment of Dissolution of Marriage. The parties shall be equally (50/50) responsible to pay the mediators' fees for Randy Kaplan and Jeffrey Weissman through the effective date of this Agreement from his or her share of the marital estate, and any outstanding amounts shall be paid forthwith. Husband shall make a one-time contribution towards Wife's accountant's fees of \$50,000.00 (exclusive of the funds previously paid from the marital accounts), and said amount shall be paid to the Wife in addition to the Equalizer Payment and in accordance with Paragraph 10q above within fifteen (15) days of the effective date of this Agreement.

15. **HEALTH INSURANCE**: The Husband shall maintain and continue to pay the Wife's health insurance through the entry of the Final Judgment of Dissolution of Marriage. Upon expiration of the Husband's obligation to maintain the Wife's health insurance, the Wife, at her sole expense, may elect continued coverage through COBRA or obtain a separate policy. The Husband shall fully cooperate to provide Wife the information she needs to obtain COBRA and execute any and all documentation that may be necessary for the Wife to obtain and maintain COBRA coverage through the Husband's employer, if available to her.

16. **LIFE INSURANCE BENEFICIARY**: The Husband shall execute all necessary documents to remove himself as beneficiary of Wife's life insurance policy within fifteen (15) days of Wife providing him with the documents to do same. Wife shall execute all necessary documents to remove herself as beneficiary of Husband's life

  
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insurance policy within fifteen (15) days of Husband providing her with the documents to do same. Neither party shall have any obligation to maintain life insurance for the benefit of the other party.

17. **INCOME TAX RETURNS:**

a. The parties shall be equally (50/50) responsible for any and all taxes (including depreciation recapture) from the sale and/or rental income generated by the Woodhaven Close property. Each party shall report 50% of any reportable gain generated by the sale and 50% of any rental income on his or her individual Canadian income tax return and be responsible to pay his or her share of any tax due.

b. The parties shall file joint 1040 federal and state income tax returns for 2022 and each party shall be equally (50/50) responsible for the tax due, including penalties, interest, and estimated tax due at the time of filing the extensions in or around April of 2023. The Wife shall be responsible for fifty (50%) percent of the remaining capital gains taxes owed for Miabos after remittance of the \$34,153.00 income receivable collected and paid by the Husband to the Internal Revenue Service pursuant to Paragraph 10(m)(i) above. All estimated payments made as of the effective date of this Agreement and the tax overpayment of \$124,101.00 from the 2021 return shall be considered marital property and allocated equally to each party and applied to each party's respective share of any additional tax (taking into account tax already paid) owed for 2022, except that Wife shall reimburse Husband for 50% of the estimated tax paid at the time of filing the parties' extensions in or around April of 2023 as detailed on the Equitable Distribution Schedule. The Husband shall provide Wife the calculations used to determine the amount of the estimated tax payments and all supporting documentation

  
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regarding same, within fifteen (15) days of the effective date of this Agreement. The parties further agree that all tax carryover from 2022 for losses or unused loss carryforwards are equally (50/50) divided. The parties shall share equally (50/50) the tax preparer's fee to prepare the 2022 returns and extensions. Each party shall indemnify and hold the other harmless for all liability associated with their respective future income outside of what has been contemplated by this Agreement, including, but not limited to, penalties, interest, reasonable professionals' fees (e.g. attorney and accountant) and costs.

c. If there is a refund on the 2022 jointly filed tax returns, the parties will equally divide (50/50) the refund. If the parties are entitled to a refund for the 2022 jointly filed tax returns, the parties shall elect for the overpayment to be refunded to them instead of being applied to a future return and the refund shall be split equally (50/50) upon receipt. If there is a refund or a liability on any of the jointly filed tax returns prior to 2022, it shall be equally divided (50/50) by the parties.

d. Each party represents and warrants to the other that they have paid all income taxes required as a result of the filing of all joint returns previously filed by them, that there are no interest charges or penalties due and that there is no tax deficiency proceeding or audit pending or threatened.

e. If either party becomes aware of a deficiency assessment in connection with any of the jointly filed tax returns, that party shall immediately notify the other party, in writing. The parties shall be equally responsible (50/50) for any deficiency assessment in connection with a jointly filed return prior to 2022, but if either party improperly represented his or her income or deductions to the Internal Revenue Service

  
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or equivalent state agency for any year in which a deficiency assessment is assessed, the party that improperly represented their income shall be responsible for the additional income tax, interest and penalties and shall fully indemnify and defend the other with the indemnification set forth in this Paragraph.

f. For tax year 2022, the Husband shall file the Canadian tax return in his name, as he has historically done so. Each party shall be equally (50/50) responsible for the tax due, including penalties and interest, and entitled to evenly split (50/50) all refunds.

g. For tax year 2023 and each and every year thereafter, the parties shall file separate tax returns. Each party shall be solely responsible for any tax liability associated with the filing of their respective tax returns, except as stated in Paragraph 18 below and as otherwise provided herein. Any refund for the filing of their respective tax returns shall belong solely to the party.

18. DETERMINATION OF TAX LIABILITIES ASSOCIATED WITH PARTIES' SALE OF MARITAL ASSETS PURSUANT TO TERMS OF MSA: This provision shall apply to the following income and gains from sale that shall be reported on the Husband's 1040 tax return: income and gains from sale of Acadian Global Market Neutral Fund, LLC; income and gains from sale of Acadian GP-Equity Fund, LLC; 2022 AAM Bonus; 2021 AAM Deferred Compensation; and Distributions from Kelp LP.

a. The tax that Wife needs to reimburse the Husband for income and gains from sale for which the Husband is taxed 100%, the Husband's effective tax rate for the year relating to ordinary income (including short term capital gains) and 23.8% tax rate on long term capital gain income will be applied and deducted from the Wife's


  
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share of that income as detailed below. In the event of a change to the state or federal capital gains tax rates, the parties will adjust the capital gains tax rate accordingly.

Upon sale of the Acadian Global Market Neutral Fund, LLC and Acadian GP-Equity Fund, LLC, the Husband shall distribute seventy-five (75%) of the proceeds, less cost of liquidation, to the parties, within fifteen (15) days of receipt of the net proceeds, with each party splitting the distributed proceeds equally (50/50), and twenty-five percent (25%) shall be held in escrow in a separate interest-bearing account, if available, in joint names (Bank of America joint account to be opened), for determination of tax owed at year-end. Husband may access the funds in the escrow account, with five (5) days advance written notice to the Wife, to pay estimated taxes due as applicable and determined by his accountant. The parties shall have equal opportunities to review the estimated tax payments and calculations provided by the other's accountant at least ten (10) days prior to Husband providing Wife with written notice of his intent to access funds in the joint escrow account to pay the estimated taxes. The estimated payments shall be properly credited to each party in accordance with his or her applicable share of the income as detailed herein.

b. As to the Kelp Distributions (not distributions from the liquidation of Kelp points which is addressed in Paragraph d. below) Husband shall distribute 75% of the marital portion of such income as detailed herein, after applicable payroll withholdings, within fifteen (15) days of receipt of same, and twenty-five percent (25%) of the marital portion shall be held in escrow in a separate interest-bearing account, if available, in joint names (account to be opened) for determination of additional tax due at year-end. Husband may access the funds in the escrow account, with five (5) days


  
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advance written notice to the Wife, to pay estimated taxes due as applicable and determined by his accountant. The parties shall have equal opportunities to review the estimated tax payments and calculations provided by the other's accountant at least ten (10) days prior to Husband providing Wife with written notice of his intent to access funds in the joint escrow account to pay the estimated taxes. The estimated payments shall be properly credited to each party in accordance with his or her applicable share of the income as detailed herein.

c. As to the 2022 AAM Bonus, Husband shall distribute 95% of the marital portion of such income as detailed herein, after applicable payroll withholdings, within fifteen (15) days of the Effective Date of this Agreement, and five percent (5%) of the marital portion shall be held in escrow in a separate interest-bearing account, if available, in joint names (Bank of America to be opened) for determination of additional tax due at year-end. Husband may access the funds in the escrow account, with five (5) days advance written notice to the Wife, to pay estimated taxes due as applicable and determined by his accountant. The parties shall have equal opportunities to review the estimated tax payments and calculations provided by the other's accountant at least ten (10) days prior to Husband providing Wife with written notice of his intent to access funds in the joint escrow account to pay the estimated taxes. The estimated payments shall be properly credited to each party in accordance with his or her applicable share of the income as detailed herein.

d. As to Kelp distributions from the liquidation of Kelp points, Husband shall distribute seventy-five percent (75%) of the marital portion of such income as detailed herein within fifteen (15) days of receipt of same, and twenty-five percent


  
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(25%) of the marital portion shall be held in escrow in a separate interest-bearing account in joint names (Bank of America) for determination of additional tax due at year-end. Husband may access the funds in the escrow account, with five (5) days advance written notice to the Wife, to pay estimated taxes due as applicable and determined by his accountant. The parties shall have equal opportunities to review the estimated tax payments and calculations provided by the other's accountant at least ten (10) days prior to Husband providing Wife with written notice of his intent to access funds in the joint escrow account to pay the estimated taxes. The estimated payments shall be properly credited to each party in accordance with his or her applicable share of the income as detailed herein.

e. The actual tax due for Wife's share of the income detailed above will be computed by Husband's tax preparer and reviewed by Kapila Mukamal, LLP. The Husband's tax preparer's calculations and supporting workpapers shall be provided to Wife's accountant on an annual basis for review until the income addressed in Paragraph 18 is no longer generated. Once Husband's tax returns are completed and the actual tax is computed, any shortfall due to the Husband or any excess withholding from the Wife will be paid between the respective party(ies) in cash from the escrow account within fifteen (15) days of the parties agreeing through counsel to the shortfall or excess withholding. In the event there is a shortfall in the escrow account due to not enough funds being withheld, the parties shall contribute his or her proportionate share to the escrow account to permit payment of the taxes due. If there is a disagreement between Kapila Mukamal, LLP's review and the calculations by Husband's tax preparer, the issue(s) will be addressed and resolved by Jeffrey Weissman, who shall serve as

  
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Special Magistrate. Wife shall be responsible for payment of Kapila Mukamal, LLP's fees in reviewing the tax calculations of Husband's tax preparer. The parties shall be equally (50/50) responsible for the fees of Jeffrey Weissman, as Special Magistrate, if necessary.

f. Anything that the parties generate from a tax attribute standpoint, independent from the jointly held assets (i.e., "sell & split"), should not be considered in the calculation of the tax burden to be deducted from the parties' distributions related to these assets. For example, a \$100,000.00 capital gain from one of these joint properties being split, assuming pure capital gain of 20% equates to a \$20,000 capital gains tax. The parties shall split proceeds of \$80,000.00 (\$40,000.00 each), but if the Husband produces a \$50,000.00 loss that year from other property that the parties are not splitting, the Wife does not get to reduce her overall capital gain associated with the sale of the joint asset. In other words, the parties will ignore the individual/separate asset transaction(s) for purposes of determining the tax on the joint transaction, since it is unrelated (i.e. Husband has another non-marital property that produces a \$50,000.00 loss, Wife should not get the benefit of the capital loss if it is unrelated to the joint property and must pay 20% on her half that was sold).

g. For tax year 2023 and each and every year thereafter, until all of the assets that are required to be sold pursuant to this Agreement are sold, each party shall equally (50/50) share and be entitled to take fifty percent (50%) of any deduction, including, but not limited to, mortgage and real estate tax payments or other expenses paid that are associated with the marital real property to be sold.

19. **PROHIBITION TO PLEDGE CREDIT:** Neither party shall incur any liability, expenses or charges now or in the future, either through the use of the credit of

  
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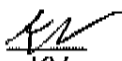
  
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the other, or in the name of the other; nor shall either party represent to third persons that he or she is acting as the agent of the other. Each party agrees to hold the other harmless and to indemnify the other from all liability or expense from any breach of this Paragraph, including reasonable attorneys' fees and costs, and appellate attorneys' fees, incurred by the other.

20. **UNDISCLOSED/SUBSEQUENTLY DISCOVERED MARITAL ASSETS:** To the extent there are any assets that existed as of the date of filing that are marital, which have not been disclosed by one party or the other, the party who has failed to disclose the asset(s) agrees that the other party shall receive fifty percent (50%) of said asset(s). The party that failed to disclose the marital asset(s) shall be responsible for paying the other party's attorney's fees, suit monies and costs incurred for enforcement of this provision.


21. **MUTUAL RELEASE:** Except as otherwise expressly provided in this Agreement, the parties release each other from any and all claims, actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, torts (both negligent and intentional) and demands whatsoever, in law or in equity, which said either party ever had, now has, or which any personal representative, successor, heir or assign of said either party, hereafter can, shall or may have, against the other, or the corporations of the other, including, but not limited to the corporations referenced in this Agreement, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents.

  
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Except as provided in this Agreement, the parties agree to release and do hereby release any and all right, title, interest or claims they may have to or upon the disclosed property or estate of the other whether real, corporate, personal, or mixed and whether now owned or hereafter acquired. Each party represents that all property, whether corporate, real, personal or mixed, owned by either of the parties at this time has been equitably distributed and is listed in the attached Equitable Distribution Schedule. The parties represent that they have disclosed all assets to each other. Each party shall have the free and unrestricted right to dispose of his or her individual property from any claim or demand by the other party and his or her estate shall belong to the person or persons who become entitled by will, codicil, or devise, bequest, intestacy, administration, beneficiary to insurance or annuity, or otherwise. If one of the parties dies during the lifetime of the other party and without limiting the foregoing, each party expressly waives, surrenders and relinquishes any and all right of election to take any share of the estate of the other party under will or codicil and in intestacy, including but not limited to, any and all dower, curtesy, elective share, homestead, or other present or future rights and interests in any real or personal property of which either party may die seized or possessed, and each party further surrenders and renounces any right of administration to the estate of the other party and shall execute any and all documents, including but not limited to, a disclaimer, to effectuate this provision. Any entitlements to a surviving spouse in an existing will are deemed void.

  
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22. **RELEASES AND WAIVERS:** Except as otherwise provided in this Agreement, each party releases the other, including the other's business entities, from all claims or demands up to the date of the execution of this Agreement. Except as otherwise provided in this Agreement, each party waives, relinquishes and releases all rights, which he or she may have or may acquire, as the other party's spouse under the present or future laws of any jurisdiction.

23. **BENEFIT AND BINDING EFFECT:** This Agreement shall inure to the benefit of and be binding upon the parties' heirs, personal and legal representatives and assigns.

24. **MODIFICATION, LEGALITY AND ENFORCEABILITY:**

a. The parties agree that neither will ever seek to modify this Agreement to obtain benefits other than those for which this Agreement provides, nor to diminish benefits due from either party under the terms of this Agreement.

b. Should either party, in contravention of this prohibition, seek to attempt such modification, or to attack the legality or enforceability of this or any other provision of this Agreement in any way, and is unsuccessful, the movant shall be responsible for all of the other party's attorneys' fees and costs, without limitation or consideration of the merits or disposition of such an attempt.

25. **SEVERABILITY:** If any term, provision or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

26. **EXECUTION OF DOCUMENTS:** Except as otherwise provided in this Agreement, the parties agree that they will execute all documents necessary to

  
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effectuate the terms and provisions of this Agreement. Upon receiving a written request to execute a document, either party will do so within fifteen (15) days after said request unless otherwise provided in this Agreement.

27. **INCORPORATION INTO FINAL JUDGMENT OF DISSOLUTION**

**OF MARRIAGE:** The parties agree that this entire Agreement shall be incorporated, but not merged, by reference into any Final Judgment of Dissolution of Marriage if the parties decide to proceed with the entry of a final judgment of dissolution of marriage.

28. **GOVERNING LAW:** This Agreement shall be governed by Florida

law.

29. **JURISDICTION AND VENUE:** Jurisdiction and venue shall be in

Miami-Dade County, Florida.


30. **RECONCILIATION AND ACCUMULATION OF SEPARATE**

**PROPERTY:** It is the parties' intention that a reconciliation, temporary or permanent, or a future separation after any reconciliation, shall in no way affect the provisions set forth in this Agreement. All assets accumulated after the filing date of the Petition for Dissolution of Marriage on June 28, 2022 and the assets awarded to each party in this Agreement as their sole and/or Separate Property, including appreciation and enhancement, whether passive or active, liabilities and income of each party shall be that party's Separate Property and the other party shall have no right, title, interest or claim in that asset, including appreciation and enhancement, whether passive or active, or to the income of the other.

31. **INTERPRETATION:** This Agreement, while it may be drafted by

counsel for one party, has been negotiated, both as to substance and form, by both sides.

  
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It is not to be construed in favor of or against either party by reason of the stationery upon which it is finalized.

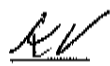
32. **CONSTRUCTION OF AGREEMENT:** This Agreement and the copies of this Agreement may be executed in counterparts. Each such counterpart shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

33. **NOTICES:** Any and all notices given by one party to the other shall be in writing and shall be sent by mail to the last known residence of the Wife, with a copy to Kathryn DeVane Hamilton, Esquire, Hamilton O'Neill PLLC, Chase Bank Building, 150 SE 2<sup>nd</sup> Avenue, Suite 908, Miami, Florida 33131; and, to the last known residence of the Husband, with a copy to Andrea Dunbar, Esquire, Burns & Levinson LLP, 125 High Street Boston, Massachusetts 02110. All such notices shall be sent by certified mail, return receipt requested, to each party and to his or her respective counsel. Each party agrees to promptly notify the other as to his or her residence and telephone number, if said residence address or telephone number changes subsequent to the execution of this agreement.

34. **ADEQUATE REPRESENTATION OF THE PARTIES:**

a. The Wife has been represented throughout these proceedings by Kathryn DeVane Hamilton, Esquire of Hamilton O'Neill PLLC and has had ample time and opportunity to consult with her attorney. The Wife has discussed each provision of this Agreement with her counsel and has had the opportunity to ask questions of her attorney with regard to it. The Wife is fully satisfied with the representation and counselling of her attorney.

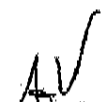
  
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b. The Husband has been represented throughout these proceedings by Andrea Dunbar, Esquire of Burns & Levinson LLP and Amelia Warchal, Esquire of The Family Matters Law Firm and has had ample time and opportunity to consult with his attorneys. The Husband has discussed each provision of this Agreement with his counsel and has had the opportunity to ask questions of his attorneys with regard to it. The Husband is fully satisfied with the representation and counselling of his attorneys.

c. Each party agrees that their respective attorneys' fee and accounting fee obligations owed to their own attorney and accountants, as per their retainer agreement with their attorney and accountant, is fair and they reaffirm their intention to be bound by all documents securing the attorneys' and accountants' fees due to their respective attorneys and accountants. All parties further agree that based upon the quality of opposition, the controversy involved, the attendant responsibility, the time expended, the resulting benefits to the client and the nature and extent of preparation and research, the parties have each determined that their attorneys' and accountants' fees are reasonable, fair and not excessive.

35. 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 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

  
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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 THE HUSBAND AND WIFE TO THIS AGREEMENT ACKNOWLEDGES THAT THEY HAVE READ THIS PARTICULAR PARAGRAPH AND HAVE HAD THE OPPORTUNITY TO SEEK INDEPENDENT TAX ADVICE.

36. **ACKNOWLEDGMENTS OF THE PARTIES:**

a. Each party acknowledges that he or she has not taken any drug or medication prior to execution of this Agreement, which would prevent him or her from understanding the terms of this Agreement.


b. Each party acknowledges that he or she fully understands the facts and has been fully informed as to his or her legal rights and obligations under this Agreement.


c. Each party has had an opportunity to consult with tax experts regarding the tax impact of this Agreement.

d. By executing this Agreement, the parties stipulate that they execute it by their own free will and intend to be bound by it.

e. Each party has made a full disclosure to the other of his or her current financial condition, and each acknowledges that the other has relied upon the truthfulness of that information in entering into this Agreement.

f. Each party understands that this instrument contains the entire Agreement of the parties. It supersedes any prior understandings or agreements


  
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on the subjects covered in this Agreement. No representations or promises have been made, except those set forth in this Agreement. This Agreement shall not be modified, except in writing, signed by the parties with the same formalities used in executing this Agreement. No oral agreements made by the parties subsequent to the execution of this written agreement shall be valid.

g. Both parties acknowledge that his/her attorneys are not insurers of the terms and conditions of the Agreement; are not insurers that either party, their heirs or representatives will comply with the provisions of this Agreement; and they further acknowledge that his/her counsel has not insured or guaranteed that Florida law as it relates to this Agreement will not change in the future. In fact, to the contrary, they further acknowledge that his/her counsel have advised the parties that there is always the chance or possibility that Florida law may change in the future either through a change in the Florida Constitution, decisional law or a statutory change through the Florida Legislature. The parties further understand that even if there is a change in the law in the future as it may relate to the substance of this Agreement or any of its provisions, it cannot be determined with any degree of certainty whether any future change will indeed directly impact all or any portion of this Agreement. The parties further acknowledge that their counsel shall be under no duty to predict any future change in the law or how it may impact, if at all, the substance or any of the terms of this Agreement.

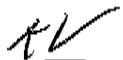
  
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37. **FULL DISCLOSURE:** To induce the other party to enter into this Agreement, each party has made a full, frank and complete financial disclosure of his or her assets, liabilities, and income to the other party and his or her counsel. Each party acknowledges that he or she has had sufficient time and opportunity to satisfy himself or herself as to the completeness and accuracy of the disclosure and the other's financial status. Each party swears and affirms that the financial disclosure he or she has given is true to the best of his or her knowledge.


38. **AMBIGUITIES OR DISPUTES:** In the event of an ambiguity or a dispute between the parties regarding the intent of the agreement or clarification, the parties agree to the appointment of Jeffrey Weissman, Esquire as a Special Magistrate. Both parties acknowledge that he shall have the authority to enter binding decisions as Special Magistrate and to determine the issue of responsibility for attorneys' fees and costs incurred for proceedings heard by the Special Magistrate relating to ambiguities or disputes relating to the intent of the Agreement or clarification. In the event that a court of competent jurisdiction determines that said findings and decisions of the Special Magistrate are not enforceable, the findings shall not be privileged, the Special Magistrate's decisions shall be presented to the court as recommendations, and they may be introduced into evidence and considered persuasive in a court of law.


  
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39. **INDEMNIFICATION**: Each of the parties further agrees to indemnify and hold the other and the estate of the other harmless and defend the other or his/her estate and any third party entities the party has an interest in from and against any and all actions, causes of action, threatened actions, judgments, damages, penalties, attorney's fees, costs, expenses, and obligations of any nature whatsoever, arising out of or directly or indirectly related to, or associated with any debts or obligations for which that party has assumed responsibility, unless otherwise specifically provided for within the confines of this Agreement.

40. **ENFORCEMENT RELATED FEES**: In the event that it is necessary for either party to enforce any of the terms or provisions under this Agreement, then in such event, the non-compliant party shall be liable to the compliant party for all reasonable expenses incurred in enforcing, defending, and/or curing same, including attorney's fees and costs and suit monies, both at the trial court level and all appellate court levels in the enforcement or defense or substantiation of the obligations created by this Agreement. Further, to be clear, in the event it is necessary for either party to enforce any of the terms or provisions of this Agreement, the enforcing party shall be entitled to all costs, suit monies, and attorney's fees and expert's fees and costs incurred in connection therewith.

  
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41. **FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE:** Upon the execution of this Agreement, the parties shall file this Agreement with the Court in the Eleventh Judicial Circuit in and for Miami-Dade County and move for the entry of a Final Judgment of Dissolution of Marriage. Simultaneously with the filing of this Agreement in the Eleventh Judicial Circuit in and for Miami-Dade County, the Husband shall immediately dismiss the proceeding for dissolution of marriage pending in the Commonwealth of Massachusetts, Probate and Family Court Department, Essex Division, under Docket No. ES22D1189DR and all orders entered therein shall be deemed null and void and have no further force and effect.

42. **COMITY:** The parties were married in Belarus and recognize that the Belarussian government may not recognize a United States divorce decree. The parties shall take any and all steps necessary to finalize a divorce in Belarus, if necessary, and shall be bound by all of the terms of this Agreement.


**Witnesses:**

Brian D. Bizby

BRIAN D. BIZBY  
PRINTED FULL NAME

Sharon B. Quinnan

Sharon B. Quinnan  
PRINTED FULL NAME

  
ALEXANDRE VOITENOK

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Witnesses:

Anthony P. Sabatino Katerine Voitenok  
KATERINE VOITENOK

ANTHONY P. SABATINO  
PRINTED FULL NAME

[Signature]

Kathryn DeVane Hamilton  
PRINTED FULL NAME

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STATE OF Massachusetts  
COUNTY OF Suffolk ) SS:

BEFORE ME, the undersigned authority, appeared HUSBAND, **ALEXANDRE VOITENOK**, who is personally known to me or who produced Massachusetts DRIVER'S LICENSE as identification, and who, after first being duly sworn, deposes and states that he executed the foregoing Marital Settlement Agreement, for the purposes therein expressed.



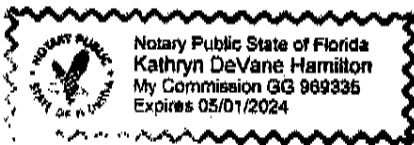
WITNESS my hand and seal this 17<sup>th</sup> day of August, 2023.  
**EMILY A. WEBER**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 7, 2025

[Signature]  
Notary Public

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) SS:

BEFORE ME, the undersigned authority, appeared WIFE, **KATERINE VOITENOK**, who is personally known to me or who produced FLORIDA DRIVER'S LICENSE as identification, and who, after first being duly sworn, deposes and states that she executed the foregoing Marital Settlement Agreement, for the purposes therein expressed.

WITNESS my hand and seal this 17<sup>th</sup> day of August, 2023.



[Signature]  
Notary Public, State of Florida  
[Signature]

\_\_\_\_\_  
ATTORNEY FOR HUSBAND

\_\_\_\_\_  
ATTORNEY FOR WIFE

[Signature]  
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