

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT is made by and between **VIOLET M. PEREZ** (hereinafter, "Wife") and **ROBERT L. PEREZ** (hereinafter, "Husband"), collectively "the parties," and is effective on the last date on which either the Wife or the Husband signs this Agreement.

WITNESSETH:

WHEREAS, the parties were married on July 26, 1985; and

WHEREAS, the parties have been married to each other continuously since that date; and

WHEREAS, unhappy differences arose between the parties; and

WHEREAS, there is an action to dissolve the parties' marriage filed in the Circuit Court of Broward County, Florida; and

WHEREAS, no minor children of this marriage exist and the Wife is not pregnant; and

WHEREAS, it is the desire and intention of each of the parties hereto that the relationship between them with respect to property rights, spousal support rights, financial matters and any other issues between them arising of or resulting from their marriage be finally and conclusively settled and determined by this Agreement; and

WHEREAS, the parties hereto have been, or have had the opportunity to be, fully, separately, and independently apprised and advised of their respective legal rights, remedies, privileges, and obligations arising out of their marriage relationship or otherwise by separate and independent counsel of their own choice and selection; and

WHEREAS, each party represents that each has made and received, to his and her full satisfaction, all financial disclosure he and she desires and each party is fully informed to his and her satisfaction as to the other's income, debts, assets and holdings and each has, in addition thereto, had adequate opportunity to make an independent inquiry and investigation to his and her



satisfaction with respect to all of the same and further waives any further disclosures whether pursuant to Florida Statute, Florida Rule of Family Law Procedure 12.285, or any other legal authority; and

WHEREAS, both the Husband and the Wife have read and fully understand all of the terms, conditions and provisions of this Agreement and are of the belief that it is fair, just and reasonable as to each of them, and accordingly, both the Husband and the Wife do freely and voluntarily accept the terms, conditions, and provisions hereof, and further agree that any reconciliation or remarriage between the parties shall not affect the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties have agreed as follows:

1. **RECITALS INCORPORATED:** The recitals of fact set forth above are confirmed and agreed to by and between the parties hereto, as being in all respects true and correct, and are hereby incorporated into this Agreement.

2. **SEPARATION:** From the date hereof, the parties may live separate and apart from each other, and each shall be free from interference, authority, and control, direct or indirect, by the other, as fully as if single and unmarried. The parties shall not molest, disturb, or interfere with the other in any way whatsoever.

3. **DISTRIBUTION OF PROPERTY:** The parties agree to distribute all their assets, liabilities, and debts, as follows:

A. Bank Accounts. The Wife shall receive all the parties' right, title and interest in and to all the funds, and the accounts themselves, within all bank accounts (including, without limitation, checking, savings, money market, etc.) titled in the Wife's name without the


R.L.P.


V.M.P.

Husband. The Husband shall receive all the parties' right, title and interest in all of the funds, and the accounts themselves, for all other bank accounts titled to him individually, or jointly between the parties, including but not limited to BOA account #1540, Wells Fargo #3704 and Wells Fargo #3773, except as otherwise stated herein. Each party shall receive the value of the accounts referenced in this paragraph as of the date of distribution.

B. Joint Trust Account. On August 11, 2008, the Parties established a Joint Trust in the name of *The Robert and Violet Perez Trust* and a restatement of the Joint Trust dated March 30, 2023, hereinafter collectively referred to as ("Joint Trust"). The Joint Trust includes Business Interests as outlined in Paragraph G below. After entry of a final judgment dissolving the parties' marriage, both parties acknowledge and understand that the above referenced Joint Trust shall be revoked, and the Joint Trust assets shall be transferred to the receiving party and/or a trust the receiving party may designate. The Joint Trust assets shall be distributed as set forth in the following paragraphs.

C. Non-Retirement Investment Accounts. Except as set forth below, within 10 days after entry of the final judgment of dissolution of marriage, both parties shall instruct the account representatives for each account listed below, and immediately execute any and all necessary documents to equally distribute each account in kind between the Husband and Wife by equally dividing between each specific holding / security and the cash / margin obligation within each account, including equally distributing between the parties, to the extent feasible, each holding / position and the potential for capital gains or losses on an equal cost basis of the following investment accounts as of the date of distribution:

- 1) Fidelity account ending #814209 (H) with an approximate balance of \$131,569.00 as of 12/31/23,



R.L.P.



V.M.P.

- 2) Merrill #37069 (JT) with an approximate balance of \$2,938,320.00 as of 1/31/24,
- 3) Merrill #17444 (JT) with an approximate balance of \$1,704,042.00 as of 1/31/24,
- 4) WF #6984 (JT) with an approximate balance of \$127,154.00 as of 1/11/24, and
- 5) WF #4593 (JT) (zero balance).

Each party, respectively, represents that neither has made any contributions or withdrawals from the accounts stated above since the date of filing the divorce proceedings. The parties are prohibited from making any withdrawals from any of the stated accounts until distribution of that account as stated herein is complete.

(6) Fidelity account ending #903017 (H). The parties acknowledge that as of December 31, 2023, this account had a balance of \$121,525.99 in a Fidelity Government Money Market fund and 15,088 Baker Hughes Company CL A shares (BKR). Except as stated below, the parties shall instruct the financial institutions to equally distribute the December 31, 2023, value of this account in kind between the Husband and Wife, including any earnings, and passive gains or losses, from December 31, 2023 through the date of distribution by equally dividing between the parties each specific holding / security and the cash / margin obligation within the account, including equally distributing between the parties, to the extent feasible, each holding / position and the potential for capital gains or losses on an equal cost basis

a. RSU22SEB. In Jan 2024, 3,002 RSUs vested from the Husband's RSU22SEB deferred compensation award. Of the vesting shares, the Husband received 2,195 shares into this account due to the employer's mandatory withholding of shares for estimated


R.L.P.


V.M.P.

income taxes due on this award. The amount withheld by the Husband's employer is likely insufficient to cover the income tax due on this award. Each party shall be responsible to pay 50% of the income tax due on the marital portion of these shares. The pre-tax marital portion of these shares is 2,626.75 (87.5% of 3002). The Husband shall retain the remaining 375.25 shares from this vesting and be solely responsible for the income taxes on these 375.25 shares. The parties shall each receive one half of the net after-tax value of the marital portion of the shares.

b. RSU23SEB. In Jan 2024, 3,081 RSUs vested from the Husband's RSU23SEB deferred compensation award. Of the vesting shares, the Husband received 2,167 shares into this account due to the employer's mandatory withholding of shares for estimated income taxes due on this award. The amount withheld by the Husband's employer is likely insufficient to cover the income tax due on this award. Each party shall be responsible to pay 50% of the income tax due on the marital portion of these shares. The pre-tax marital portion of these shares is 2,310.75 (75% of 3081). The Husband shall retain the remaining 770.25 shares from this vesting and be solely responsible for the income taxes on these 770.25 shares. The parties shall each receive one half of the net after-tax value of the marital portion of the shares.

c. TAXES ON RSU22SEB and RSU23SEB. The marital portions of the shares that vested in January 2024 incident to the RSU22SEB and RSU23SEB awards shall not be distributed until the parties agree upon the tax allocations between them. To accomplish this, the Husband shall obtain, and provide to the Wife, the Husband's estimated-tax liability the marital portion of these shares within ten (10) days of the final judgment. Within 10 days thereafter, the Wife shall either confirm her agreement with the tax calculations or provide her calculations to the Husband if they differ from the Husband's calculations. If the parties are unable to agree on the allocation of tax liability, they shall attend mediation to resolve the dispute


R.L.P.


V.M.P.


within 30 days after a request for same and each party shall pay 50% of the mediation expense. If the parties are unable to agree, then the issue shall be submitted to Court, and the court hereby reserves jurisdiction over the parties and the subject matter to rule upon same. Once the parties have reached an agreement, or the court otherwise rules, on the 2024 tax liability associated with the marital portion of these shares the Husband shall distribute one half of the after-tax value of the marital shares to the Wife within 10 days. Parties shall revisit the 2024 tax liability on the marital portion of the RSU22SEB and RSU23SEB upon the Husband finalizing his 2024 individual tax return wherein the Husband shall provide to the Wife his finalized and filed tax return for the respective year subject to redaction to only disclose the relevant information and the parties shall equally share any underpayment or overpayment from the projected agreed upon tax liability on the marital portion of the RSU22SEB and RSU23SEB compared to the actual tax liability equally upon the filing of the 2024 individual tax return for the Husband. Said reimbursement shall be made by the responsible party within ten (10) days of the Husband filing his 2024 individual tax return which shall be filed no later than October 15, 2025.

The Wife shall cooperate, and timely execute any documents necessary, to remove her as an owner of each of the accounts stated above immediately upon her receipt of each portion due her from each account, and the Husband shall thereafter retain sole right, title and interest in the accounts themselves.

D. Deferred Compensation - Options / RSUs & PSUs:

(1) Fidelity account ending #903017 (Options). As part of the Husband's deferred compensation, he has accumulated the current total of 11,015 options ("Options") to purchase Baker & Hughes stock pursuant to the terms of the award(s). These Options had fully vested as of the date of the filing the divorce proceedings and are thus marital.


R.L.P.


V.M.P.

Each party is entitled to 50% of said options. Currently the option price is greater than the trading price of the stock. For as long as the Husband retains the right to exercise these options, and on the terms required to exercise same as set by the employer, each party shall retain the right to exercise up to 5,507.5 (3,241.5 from the January 22, 2018 grant , and 2,266 from the July 31, 2017 grant) of these options at his and her, respectively, sole expense which shall include not only the cost of exercising the option, but also any administrative cost of such exercise and the tax consequence to the Husband, if any, associated with such exercise. The right to exercise the January 22, 2018, grant of 6,483 options (total for both parties) expires on January 22, 2028. The right to exercise the July 31, 2017, grant of 4,532 options (total for both parties) expires on July 31, 2027.

The Husband shall notify the Wife when he chooses to exercise any portion of his options including the exact number of options he is exercising. If the Wife wishes to execute any portion of her 5,507.5 options she must advise the Husband, in writing before she wishes to exercise the options, of the number of the options she wishes to exercise and she must deliver to the Husband the funds necessary to exercise those options. The Husband is not obligated to exercise the Wife's share of the options on her behalf until the Wife provides the Husband both the written notice and funds equal to the gross cost to the Husband to exercise the options. If the Wife's options are exercised, the Husband shall transfer to the Wife the number of shares equal to the after-tax value of the exercised options less any administrative costs to Husband to exercise those options. The Husband shall provide the Wife both the calculation and the documentary evidence of the income taxes the Husband is estimated to incur by exercising the Wife's share of options on her behalf and the amount of any cost to the Husband to exercise the options on the Wife's behalf by providing documentary evidence of said cost to the Wife.


R.L.P.


V.M.P.

Thirty (30) days prior to the expiration date of each option grant, the Husband shall notify the Wife in writing of the expiration of the respective option grant, and within ten (10) days of receipt of same, the Wife will notify the Husband if she wishes to exercise her portion of the respective option grant with the methodology delineated herein above for said exercising of options. Should the Wife decline to exercise her portion of the respective grant, the Husband may do so. If the Husband exercises said options, the resulting shares will be the Husband's sole and separate property.

TAXES ON OPTIONS. The taxes on the marital options executed by the Wife shall be agreed upon as stated below. The Husband shall obtain, and provide to the Wife, the estimated tax liability of the options within ten (10) days of the Wife exercising any portion of her share of the options. Within 10 days thereafter, the Wife shall either confirm her agreement with the tax calculations or provide her calculations to the Husband if they differ from the Husband's calculations. If the parties are unable to agree on the allocation of tax liability, they shall attend mediation to resolve the dispute within 30 days after a request for same and each party shall pay 50% of the mediation expense. If the parties are unable to agree, then the issue shall be submitted to Court, and the court hereby reserves jurisdiction over the parties and the subject matter to rule upon same. Parties shall revisit the tax liability on the options exercised by the Wife upon the Husband finalizing his individual tax return for the particular year wherein the Husband shall provide to the Wife his finalized and filed tax return for the respective year subject to redaction to only disclose the relevant information and the Wife shall receive or pay any underpayment or overpayment from the projected agreed upon tax liability on the options exercised by the Wife compared to the actual tax liability upon the filing of the individual tax return for the Husband. Said reimbursement shall be made by the responsible party within ten (10) days of the Husband


R.L.P.


V.M.P.

filing his individual tax return which shall be filed no later than October 15 deadline for the respective year(s).

(2) RSUs. During the parties' marriage, the Husband was granted as deferred compensation RSUs which have a marital component as stated below:

a. 1/25/22 Grant. On 1/25/22, the Husband was granted as deferred compensation RSUs in essentially equal amounts over a three-year period (RSU22SEB) as stated below. The first tranche of these RSUs (3,001 shares) vested in January 2023 and the parties received them before the divorce proceedings. The second tranche of these RSUs (3,002) vested in January 2024, during the divorce proceedings and are addressed above in paragraph 3(C)(6)(a). The third and final tranche of these RSUs (3,002 shares) will vest, if ever, in January 2025 after the divorce proceedings will conclude. The parties shall each be responsible to pay 50% of the 2025 income tax due on the marital portion of these shares if they are received by the Husband. The pre-tax marital portion of the third tranche of these shares is 58.3% (1,750 shares). The parties shall each receive one half of the net after-tax value of the marital portion of this third tranche of shares within ten (10) days of receipt. Once received by the Husband, the Husband shall distribute to the Wife 29.15% of the after-tax value of this third tranche of shares. The after-tax value shall be calculated by reducing the gross value of the vested RSUs by the estimated 2025 income tax liability to the Husband on the RSUs that vest. The Husband shall receive the net after tax value of the non-marital portion of the third tranche.

b. 1/24/23 Grant. On 1/24/23, the Husband was granted as deferred compensation RSUs which vest, if ever, in essentially equal amounts over a three-year period (RSU23SEB). The first tranche of these RSUs (3,081 shares) vested and the parties received them in January 2024, during the divorce proceedings and are addressed above in


R.L.P.


V.M.P.

paragraph 3(C)(6)(b). The second tranche of these RSUs (3,081 shares) will vest, if ever, in January 2025, and the third tranche of these RSUs (3,082 shares) will vest, if ever, in January 2026, both of which will occur after the divorce proceedings conclude. The parties shall each be responsible to pay 50% of the 2025 and 2026 income tax due on the marital portion of these shares if they are received by the Husband. The pre-tax marital portion of the second tranche of these shares is 37.62% (1,159 shares). The pre-tax marital portion of the third tranche of these shares is 25% (770.5 shares). The parties shall each receive one half of the net after-tax value of the marital portion of each of the second and third tranches of shares received by the Husband. The Husband shall retain all of the non-marital portion of the second and third tranches. If received, the Husband shall distribute to the Wife one half of the after-tax value of the second and third tranches of shares. The after-tax value shall be calculated by reducing the gross value of the vested RSUs by the estimated 2025 and 2026, as applicable, income tax liability to the Husband on the RSUs that vest. The Husband shall receive the net after tax value of the non-marital portion of the third tranche.

TAXES ON RSUS. The taxes on the marital RSUs actually received by the parties shall be agreed upon as stated below. The Husband shall obtain, and provide to the Wife, the estimated tax liability of the RSUs within ten (10) days of the Husband actually receiving the shares from the vested RSUs. Within 10 days thereafter, the Wife shall either confirm her agreement with the tax calculations or provide her calculations to the Husband if they differ from the Husband's calculations. If the parties are unable to agree on the allocation of tax liability, they shall attend mediation to resolve the dispute within 30 days after a request for same and each party shall pay 50% of the mediation expense. If the parties are unable to agree, then the issue shall be submitted to Court, and the Court hereby reserves jurisdiction over the parties and the subject matter to rule upon same. Parties shall revisit the tax liability on the marital shares resulting from the vested


R.L.P.


V.M.P.

RSUs received by the parties upon the Husband finalizing his individual tax return for the particular year wherein the Husband shall provide to the Wife his finalized and filed tax return for the respective year subject to redaction to only disclose the relevant information and the Wife shall receive or pay any underpayment or overpayment from the projected agreed upon tax liability on the marital shares resulting from vested RSUs received by the parties compared to the actual tax liability upon the filing of the individual tax return for the Husband. Said reimbursement shall be made by the responsible party within ten (10) days of the Husband filing his individual tax return which shall be filed no later than October 15 deadline for the respective year(s).

(3) Fidelity account ending #903017 (PSUs). During the parties' marriage, the Husband was granted as deferred compensation Performance Stock Units ("PSUs") which have a marital component as stated below:

a. 1/28/21 Grant. On 1/28/2021, the Husband was granted PSUs that vested on December 31, 2023 (EEPSU21) and the Husband received the shares in March 2024. These PSUs are 91.9% marital (34 of 36 months of marriage during the vesting period). The parties shall each be responsible to pay 50% of the 2024 income tax due on the marital portion of these shares. The parties shall each receive one half of the net after-tax value of the marital portion of these shares. The Husband shall retain all of the non-marital portion of these shares. Within 15 days of entry of a final judgment of dissolution of marriage, the Husband shall distribute to the Wife 45.95% of the after-tax value of these shares. The after-tax value shall be calculated by reducing the gross value of the vested shares received by the Husband by the estimated 2024 income tax liability to the Husband on the shares received by him that vested on December 31, 2023. Pursuant to the grant award, the employer may adjust the number of shares ultimately received based on company performance metrics, which occurred for this grant. Thus, although


R.L.P.


V.M.P.

the original grant was for 7,831 shares, the Husband only earned 6,931 shares based on company performance.

b. 1/25/22 Grant. On 1/25/2022, the Husband was granted PSUs that will vest, if ever, on December 31, 2024 (PSU22). These PSUs are 61% marital (22 of 36 months of marriage during the vesting period). The parties shall each be responsible to pay 50% of the 2025 income tax due on the marital portion of the shares ultimately received, if any. The pre-tax marital portion of these shares is 61%. The parties shall each receive one half of the net after-tax value of the marital portion of these shares that the Husband actually receives (the PSUs awards are subject to adjustment by the employer based on company performance criteria and the gross number of PSUs the Husband may actually receive may be less than the award amount). The Husband shall retain all of the non-marital portion of these shares. Once received by the Husband, the Husband shall distribute to the Wife 30.5% of the after-tax value of these shares. The after-tax value shall be calculated by reducing the gross value of the vested shares ultimately received by the estimated 2025 income tax liability to the Husband on the shares that vest, if ever, on December 31, 2024. The Husband shall provide documentary evidence to show the actual amount of PSUs received by the Husband within ten (10) days of receiving the same. Pursuant to this grant award, the employer may adjust the number of shares ultimately received based on company performance metrics, which occur for this grant. The original grant is for 6003 shares however, the Husband may earn a different amount of shares based on company performance.

c. 1/24/23 Grant. On 1/24/2023, the Husband was granted PSUs that will vest, if ever, on December 31, 2025 (PSU23). These PSUs are 27.77% marital (10 of 36 months of marriage during the vesting period). The parties shall each be responsible to pay


R.L.P.



V.M.P.

50% of the 2026 income tax due on the marital portion of the shares actually received, if any. The pre-tax marital portion of these shares is 27.7%. The parties shall each receive one half of the net after-tax value of the marital portion of these shares that the Husband actually receives (the PSUs awards are subject to adjustment by the employer based on company performance criteria and the gross number of PSUs the Husband may actually receive may be less than the award amount). The Husband shall retain all of the non-marital portion of these shares. Once received by the Husband, the Husband shall distribute to the Wife 13.85% of the after-tax value of the shares actually received. The after-tax value shall be calculated by reducing the gross value of the vested shares ultimately received by the estimated 2026 income tax liability to the Husband on the shares that vest, if ever, on December 31, 2025. The Husband shall provide documentary evidence to show the actual amount of PSUs received by the Husband within ten (10) days of receiving the same. Pursuant to this grant award, the employer may adjust the number of shares ultimately received based on company performance metrics, which occur for this grant. The original grant is for 6163 shares however, the Husband may earn a different amount of shares based on company performance.

FOR CLAIRTY. The Wife shall not receive any of the value of the shares deriving from the RSU and PSU awards referenced above unless, for each tranche, the Husband actually receives shares associated with that tranche.

TAXES ON PSUS. The taxes on the marital PSUs actually received by the parties shall be agreed upon as stated below. The Husband shall obtain, and provide to the Wife, the estimated tax liability of the PSUs within ten (10) days of the Husband actually receiving the PSUs. Within 10 days thereafter, the Wife shall either confirm her agreement with the tax calculations or provide her calculations to the Husband if they differ from the Husband's calculations. If the parties are


R.L.P.


V.M.P.

unable to agree on the allocation of tax liability, they shall attend mediation to resolve the dispute within 30 days after a request for same and each party shall pay 50% of the mediation expense. If the parties are unable to agree, then the issue shall be submitted to Court, and the Court hereby reserves jurisdiction over the parties and the subject matter to rule upon same. Parties shall revisit the tax liability on the marital PSUs received by the parties upon the Husband finalizing his individual tax return for the particular year wherein the Husband shall provide to the Wife his finalized and filed tax return for the respective year subject to redaction to only disclose the relevant information and the Wife shall receive or pay any underpayment or overpayment from the projected agreed upon tax liability on the marital PSUs received by the parties compared to the actual tax liability upon the filing of the individual tax return for the Husband. Said reimbursement shall be made by the responsible party within ten (10) days of the Husband filing his individual tax return which shall be filed no later than October 15 deadline for the respective year(s).

E. 2023 Employment Bonus. In March 2024, the Husband received a bonus from his employer based on his 2023 employment. The Husband shall distribute to the Wife one half of the after-tax value of the marital portion (10/12ths = 83%) of the 2023 bonus, i.e., 41.5% of the after-tax value; however, the distribution to the Wife shall be reduced by 50% of the 2023 tax liability.

Wife shall receive her share of the bonus within ten (10) days of the filing of the parties' 2023 tax return but not later than October 15, 2024.

TAXES ON BONUS. The taxes on the bonus received by the Husband shall be agreed upon as stated below. The Husband shall obtain, and provide to the Wife, the estimated tax liability for the bonus within ten (10) days of execution of this Agreement. Within 10 days thereafter, the Wife shall either confirm her agreement with the tax calculations or provide her



R.L.P.



V.M.P.

calculations to the Husband if they differ from the Husband's calculations. If the parties are unable to agree on the allocation of tax liability, they shall attend mediation to resolve the dispute within 30 days after a request for same and each party shall pay 50% of the mediation expense. If the parties are unable to agree, then the issue shall be submitted to Court, and the court hereby reserves jurisdiction over the parties and the subject matter to rule upon same. Parties shall revisit the tax liability on the bonus received by the parties upon the Husband finalizing his individual tax return for the respective year subject to redaction to only disclose the relevant information wherein the Husband shall provide to the Wife his finalized and filed tax return for the respective year and the Wife shall receive or pay any underpayment or overpayment from the projected agreed upon tax liability on the marital Bonus received by the parties compared to the actual tax liability upon the filing of the individual tax return for the Husband. Said reimbursement shall be made by the responsible party within ten (10) days of the Husband filing his individual tax return which shall be filed no later than October 15 deadline for the respective year(s).

F. Real Property. The Wife shall receive all right, title and interest in and to the real property located at 444 Hendricks Isle #204, Fort Lauderdale, Florida, ("marital residence") and more specifically described as:

Unit 204, of THE CLUB AT HENDRICKS ISLE, A CONDOMINIUM, according to the Declaration thereof, as recorded in Official Records Book 44200, Page 1790, of the Public Records of Broward County, Florida

Property Appraiser's Parcel Identification Number 5042 02 CK 0040

as her sole and separate property to be owned by her with all rights to transfer, sell or dispose of without the Husband's consent. The Husband has already vacated the property. All furniture, furnishings, appliances, and fixtures shall remain within the property for the benefit of the Wife.


R.L.P.


V.M.P.

Upon execution of this Agreement, the Wife shall be solely responsible for all of the parties' indebtedness, association fees and/or assessments, property taxes and indebtedness, existing now or in the future in relation to the property.

The marital residence is currently held in the Joint Trust. Both parties shall execute all documents needed to effectuate the intent of this Agreement wherein the Joint Trust shall be dissolved, and the marital residence shall be transferred to the Wife's name, her own trust and/or another entity within ten (10) days of being requested to do so, but not sooner than 10 days after entry of the final judgment dissolving the parties' marriage. The parties shall equally share all expenses related to revocation of the Trust and transfer of the marital residence to the Wife's name, her own trust and/or another entity.

G. Business Interests. The party retaining the parties' rights in a business pursuant to this Agreement shall be solely liable for any liabilities and/or indebtedness arising from, or relating to, said interest in business. Neither party is aware of any such liabilities currently in existence.

(1) **BVG Tropical Holdings, LLC**. The Husband shall retain all the parties' right, title and interest in and to BVG Tropical Holdings, LLC ("Tropical") including the business' assets, debts and liabilities existing now or in the future which are known to include real property located at 332 Deer Crest Overlook, Blue Ridge, Georgia, and Wells Fargo account ending #5719. The parties recognize that Tropical is currently held in the Joint Trust and agree that the Joint Trust shall be revoked and Tropical shall be removed from the parties' Joint Trust, and transferred to the Husband, or to a separate trust if the Husband chooses, to be commenced within ten (10) days of entry of a final judgment dissolving the parties' marriage.

(2) **BVG Mountain Holdings, LLC**. Except for Sponsor United, Inc.


R.L.P.


V.M.P.

addressed below, the Wife shall retain all the parties' fifty percent right, title and interest in and to BVG Mountain Holdings, LLC ("Mountain") including the business' assets, debts and liabilities existing now or in the future which are known to include real property located at 224 Wimbledon Lake, Plantation, Florida, and Wells Fargo accounts ending #9310 and #9226. The parties recognize that Mountain is currently held in the Joint Trust and agree that Joint Trust shall be revoked, and Mountain shall be removed from the parties' Joint Trust, and transferred to the Wife, or a separate trust if the Wife chooses, to be commenced within ten (10) days of entry of a final judgment dissolving the parties' marriage.

a. Sponsor United. Mountain holds a partial interest in Sponsor United, Inc. ("United") as set forth in a November 4, 2022, share certificate. Following distribution of the parties' interest in Mountain to the Wife pursuant to this Agreement, the Wife shall be deemed to hold in trust for the benefit of the Husband 25% of Mountain's interest in United. The Wife shall timely provide the Husband copies of all communications regarding Mountain's interest in United until such time the Wife remits the 25% value to the Husband stated herein net of taxes.

(1) If ever Mountain's interest in United can be sold or redeemed, the Wife shall confer with the Husband to determine whether the parties agree to sell or redeem their interest, through Mountain, in United ("the parties' interest in United"). The Husband may also initiate such conference at any time.

(a) If the parties cannot agree on whether to sell or keep the parties' interest in United, Mountain's other 50% owner, the parties' son, Gregory R. Perez ("Gregory"), shall decide whether to sell or keep Mountain's interest in United.

(b) If the parties agree to sell or keep Mountain's interest in United, Gregory, if living, shall have the first right of refusal to acquire the parties'


R.L.P.


V.M.P.

interest in United and it shall not be sold to any third-party buyer until at least 20 days after the offer to sell has been presented, in writing, to Gregory and not accepted.

(2) Within 10 days after the sale or redemption of Mountain's interest in United, in whole or in part, the Wife shall remit to the Husband 25% of the value Mountain received for such sale or redemption after deducting the tax liability and any other fees, costs or expenses related to such redemption or sale from said amount.

(3) **BVG Southern Holdings, LLC.** The Husband shall retain all the parties' right, title and interest in and to BVG Southern Holdings, LLC ("Southern") including the business' assets, debts and liabilities existing now or in the future which are known to include real property located at 3016 NE 21st Terrace, Fort Lauderdale, Florida, Wells Fargo account ending #5198 and the security and last month rent deposit which, if not in account #5198, shall be transferred to Southern within 10 days. The Husband is prohibited from removing the property located at 3016 NE 21st Terrace, Fort Lauderdale, Florida from BVG Southern Holdings, LLC until sixty (60) days after the entry of a final judgment of dissolution of marriage. Wife asserts the appraised value of the 3016 NE 21st Terrace property is \$415,000.00 and the Husband asserts that the value of this property is \$370,000.00. Wife is willing to agree to the value of \$370,000.00 if Gregory purchases a 50% interest in BVG Southern Holdings, LLC as stated below so long as the interest in 3016 NE 21st Terrace property is also purchased along with BVG Southern Holdings, LLC by Gregory.

The parties agree that Gregory shall be given the opportunity to purchase a 50% ownership interest in BVG Southern Holdings, LLC including 3016 NE 21st Terrace property within sixty (60) days of entry of a final judgment of dissolution of marriage. The Husband shall provide documentary evidence of Gregory's purchase of a 50% ownership interest in BVG


R.L.P.


V.M.P.

Southern Holdings, LLC. including 3016 NE 21st Terrace property within sixty-five (65) days of entry of a final judgment of dissolution of marriage. During said sixty (60) days, the Husband is prohibited from selling BVG Southern Holdings, LLC (which owns 3016 NE 21st Terrace property) to a third party other than Gregory. If Gregory does not purchase the 50% ownership interest of BVG Southern Holdings, LLC including 3016 NE 21st Terrace property within sixty (60) days of the entry of a final judgment of dissolution of marriage, then the Husband shall pay the Wife \$22,500.00 ($\$415,000 - \$370,000 = \$45,000.00 / 2$) within ninety (90) days of-entry of a final judgment of dissolution of marriage. To be clear, if Husband does not provide documentary evidence of Gregory purchasing 50% of the BVG Southern Holdings, LLC. including 3016 NE 21st Terrace property within the sixty-five (65) days after the entry of the Final judgement of dissolution of marriage, then the Husband shall pay the Wife \$22,500.00 ($\$415,000 - \$370,000 = \$45,000.00 / 2$) within ninety (90) days of-entry of a final judgment of dissolution of marriage.

The parties recognize that Southern is currently held in the Joint Trust and agree that the Joint Trust shall be revoked and Southern shall be removed from the parties' Joint Trust and transferred to the Husband, or a separate trust if the Husband chooses, to be commenced within ten (10) days of entry of a final judgment dissolving the parties' marriage.

(4) **TrueBuy Properties.** The Wife shall retain all the parties' right, title and interest in and to TrueBuy Properties, LLC ("True Buy") including the business' assets, debts and liabilities existing now or in the future which are known to include Merrill Lynch account ending #4364. If True Buy is currently held in the Joint Trust, the parties agree that the Joint Trust shall be revoked and True Buy shall be removed from the parties' Joint Trust, and transferred to the Wife, or a separate trust if the Wife chooses, within ten (10) days of entry of a final judgment dissolving the parties' marriage.



R.L.P.



V.M.P.

H. Motor Vehicles / Watercraft. The Wife shall retain all the parties' right, title and interest in and to the 2016 BMW X3 automobile currently titled under the Husband's name. If the Husband needs to obtain a duplicate title, then the Husband shall take any and all action necessary to obtain the same to effectuate the transfer of the 2016 BMW X3 within five (5) days of executing this Agreement. Within ten (10) days of obtaining the duplicate title, the Husband shall transfer title to the 2016 BMW X3 solely to the Wife and shall provide documentary evidence of same to the Wife immediately upon execution of same however, said title shall be transferred to the Wife no later than thirty (30) days of entry of a final judgment of dissolution of marriage.

The Husband shall retain all the parties' right, title and interest in and to the 2018 BMW X5 including sole responsibility to pay the BMW loan ending #4553 which is currently titled jointly. Within 10 days of entry of the final judgment of dissolution of marriage, the Husband shall pay off the indebtedness on the vehicle so that the title may be changed to remove the Wife's name. The Husband shall promptly obtain the documents necessary for the Wife to sign to remove her from title and the Wife shall execute any documents necessary to transfer title of the 2018 BMW X5 to the Husband within five (5) days of receiving the document(s) for signature. Husband shall obtain and/or renew his auto insurance on this vehicle at all times during which the Wife remains on title and shall provide Wife proof of same within three (3) days of Wife's request for valid insurance for the 2018 BMW X5.

The Husband shall retain all the parties' right, title and interest in and to the Pursuit 385 (offshore) boat which is currently titled jointly. Husband shall transfer title for the Pursuit 385 solely to his name within ten (10) days of entry of a final judgment of dissolution of marriage and shall provide documentary evidence of same to the Wife immediately upon receiving title solely



R.L.P.



V.M.P.

under his name. Wife shall cooperate and execute any and all necessary documents within five (5) days of being requested to do so to transfer the title of the Pursuit 385 to his name. The parties believe that the title of the Pursuit 385 is located in the marital residence however, if the parties are unable to locate the title of the Pursuit in the marital residence, then the Husband shall apply for a duplicate title and the Wife shall execute any and all necessary documents to obtain duplicate title and to effectuate the transfer of the Pursuit within five (5) days of receiving the document(s) for signature. Husband shall obtain and/or renew insurance on for the Pursuit 385 at all times during which the Wife remains on title and shall provide Wife proof of same within three (3) days of Wife's request for valid insurance for the Pursuit 385.

Each party shall obtain his and her own automobile, boat, and/or liability insurance and coordinate their efforts to avoid either party experiencing a lapse in coverage. The parties hereby indemnify and exonerate the other with respect to their vehicles and boat for any and all liability including financial or otherwise for the use and possession of said vehicles and boat subsequent to execution of this Agreement.

I. Retirement accounts. Both parties hereby state that the below listed retirement interests include all of their retirement assets and neither party has any additional retirement interests including but not limited to defined benefit plan(s), deferred compensation plan(s), 401k, IRAs, and/or any other retirement interests. Either party may choose to issue a subpoena to the other party's former or current employer and/or any other institutions within 30 days of entry of the final judgment of dissolution of marriage if the party believes that the other has failed to disclose any retirement interests. Unless a different distribution is specified below, each party shall receive one half of the value of the following retirement assets / accounts as of the date of distribution, and the parties shall equally share the expense to obtain any Qualified


R.L.P.


V.M.P.

Domestic Relation Orders (“QDROs”) or other documents required to divide the retirement accounts as stated herein. The parties agree to immediately engage Matt Lundy or another agreed upon QDRO specialist to prepare the necessary QDROs or other documents necessary to avoid a tax consequence to either party as a result of this distribution of the retirement assets between the party’s incident to dissolution of their marriage:

(1) **Baker Hughes 401k (H).** Said account was valued at \$298,239 as of December 31, 2023. The Husband shall transfer by Qualified Domestic Relations Order one half of the October 26, 2023, value of the Baker Hughes 401(K) to the Wife together with all passive appreciation or loss on said share through the date of the distribution to the Wife. The Husband shall receive all contributions to this account, including any passive gain or loss on these contributions, he made since the divorce proceedings commenced on October 26, 2023.

(2) **Baker Hughes Supplemental Retirement (H).** Said account was valued at \$118,035.00 as of December 31, 2023. The Husband shall transfer by Qualified Domestic Relations Order, or other documents required to avoid a tax consequence to either party from distribution of this account, one half of the October 26, 2023, value of the Baker Hughes Supplement Retirement to the Wife together with all passive appreciation or loss on said share through the date of the distribution to the Wife. The Husband shall receive all contributions to this account, including any passive gain or loss on these contributions, he made since the divorce proceedings commenced on October 26, 2023.

(3) **GE RSP (H), also referred to as IRA #3439.** Said account was valued at \$553,980.00 as of December 31, 2023. The Husband shall transfer by Qualified Domestic Relations Order, or other documents required to avoid a tax consequence to either party resulting from distribution of this account, one half of the value of this account on the date of


R.L.P.


V.M.P.

distribution to the Wife's IRA at Merrill Lynch #3602. If this account does not require a QDRO to avoid a tax consequence to either party, the Husband shall instruct the account administrator and transfer within 15 days of entry of a final judgment of dissolution of marriage to transfer these funds to the Wife's IRA at Merrill Lynch #3602.

(4) **Fidelity IRA #899588 (H).** Said account was valued at \$57,668.00 as of December 31, 2023. The Husband shall instruct the account administrator and transfer within 15 days of entry of a final judgment of dissolution of marriage to transfer one half of the date of distribution value of this account to the Wife's IRA at Merrill Lynch #3602-to the Wife.

(5) **Fidelity ROTH IRA #666392 (H).** Said account was valued at \$89,403.00 as of December 31, 2023. The Husband shall instruct the account administrator and transfer within 15 days of entry of a final judgment of dissolution of marriage one half of the date of distribution value of this account to Wife's ROTH IRA at Merrill Lynch #3132.

(6) **Parties' Merrill Lynch IRAs and Ameritas Annuity.** Upon completion of the distribution of the values set forth below, each party will receive 50% of the aggregate value of the Husband's Merrill IRA #83601, the Wife's Merrill IRA #83602 and the Ameritas IRA annuity #1137 titled to the Husband. The value of the Ameritas annuity is known to be \$416,159.00, whereas the values of the parties' IRAs fluctuate according to market conditions. Thus, to achieve parity, when dividing these accounts the financial institution shall transfer to the Wife's IRA #83602 from the Husband's IRA #83601 the value necessary to achieve the equal division of these three accounts as shown in the examples below, understanding that the Ameritas annuity is \$416,159.00 and the values of the Husband's Merrill IRA #83601, the Wife's Merrill IRA #83602 will be those on the date of distribution.

(a) **Merrill IRA #83601 (H).** The Husband shall instruct the


R.L.P.


V.M.P.

account administrator within 15 days of entry of a final judgment of dissolution of marriage to complete the transfer from the Husband's IRA to the Wife's IRA as set forth above using the date of distribution value for the Husband's Merrill IRA #83601 and the Wife's Merrill IRA #83602 accounts. The distribution shall be accomplished by transferring the same percentage of each specific holding / security and the cash / margin obligation within account #83601, to the Wife's IRA until the Wife receives the amount determined by the calculation set forth above. The Husband shall retain all right, title and interest to Merrill IRA account ending #83601 titled to the Husband once the Wife has received the distribution set forth herein.

	Hypo 1 - values on date of distribution			Hypo 2 - values on date of distribution		
		H	W		H	W
H IRA	\$ 2,000,000	\$ 1,041,921	\$ 958,080	\$ 1,763,152	\$ 917,319	\$ 845,833
W IRA	\$ 500,000	\$ -	\$ 500,000	\$ 487,645	\$ -	\$ 487,645
Annuity		\$ 416,159	.		\$ 416,159	
Totals:		\$ 1,458,080	\$ 1,458,080		\$1,333,478	\$ 1,333,478

(7) **Merrill IRA #83602 (W).** The Wife shall receive all the parties' right, title and interest to Merrill IRA account ending #83602 titled to the Wife and the holdings and any liabilities associated with the account.

(8) **Ameritas IRA Annuity #1137 (H).** The Husband shall receive all the parties' right, title and interest to the Ameritas IRA Annuity account ending #1137 titled to the Husband and the holdings and any liabilities associated with the account.

J. Long Term Care Policies. Each party shall retain all the parties' right, title and interest in and to, and sole liability for, the long-term health care policy issued for his and her respective benefit.

K. Personal Property, Furniture and Furnishings. The parties previously


 R.L.P.


 V.M.P.

divided between themselves all the parties' interest in their personal property, furniture, and furnishings, which each shall have as his and her, respectively, personal property as of the date of entry of the final judgment of dissolution of marriage. Each party will retain his and her personal clothing, items, effects, and non-marital property, if any. The parties acquired individual storage units in the same location. Each party agrees that the property currently located in the storage unit held by the other shall be retained by the other and each waives any and all interest in and to the property in the other's storage unit. Further, each party shall retain sole right, title, and interest in and to all of the parties' personal property within the real properties and business entities distributed to him and her, respectively, pursuant to this Agreement.

L. Indebtedness. Except as may be otherwise stated herein, each party shall be solely responsible to pay any indebtedness titled to him or her, respectively, without the other party that exists on the date the parties execute this Agreement. Parties agree that there is a joint Merrill Lynch LMA #8970 with a balance of \$2,340.68 as of May 1, 2024, which shall be the equal responsibility of the parties. The parties shall pay the current outstanding balance and close said liability within fifteen (15) days of final judgment of dissolution of marriage. Any debt incurred after execution of this Agreement shall be paid by the party who incurs the debt, irrespective of in who's name the debt is incurred. If any such debt is incurred in the name of the other party, the party incurring the debt shall reimburse the other party within 5 days of a request for reimbursement.

Except as may be otherwise stated herein, any bills for expenses historically incurred by the parties that are charged to an account titled to the party who does not receive the property pursuant to the distribution set forth in this Agreement shall be paid by the party receiving the property associated with the charged expense. Except as may be otherwise stated herein, each


R.L.P.


V.M.P.

party shall terminate any automatic billings related to property distributed to him or her, respectively, charged to an account titled to the non-receiving party.

Commencing upon execution of this Agreement, and unless otherwise stated herein, all expenses charged to an account titled to the party who does not receive the property for which the charge was incurred pursuant to the distribution set forth in this Agreement shall be reimbursed by the receiving party within 10 days of a request for reimbursement.

The Wife shall be solely responsible to pay the Synchrony Home / mattress indebtedness. This debt is under the Husband's name and as such, the Husband shall provide the Wife any and all information regarding this debt immediately in order for the Wife to pay said obligation.

CURRENT BILLS/EXPENSES: The Husband shall continue to be responsible for any and all historically paid attorney's fees and costs, expert fees and costs, fees, bills, and expenses incurred by the parties until the Wife receives \$50,000.00 as stated in paragraph 3(O). Parties agree that Wife shall be responsible for any and all of her expenses incurred by the Wife after receipt of the \$50,000.00 as stated in paragraph 3(O).

M. Credit Card Rewards. The parties shall equally-distribute between them the following credit card rewards miles and points, if permitted by the issuer, within fifteen (15) days of entry of a final judgment of dissolution of marriage. The Husband's has 132,965 American Airline miles, and 98,242 Marriott Bonvoy points (the Husband did not have any United Miles/Points-as of October 26, 2023, and, thus, any currently existing United Miles/Points miles / points shall not be divided between the parties). The Wife has 19,872 American Express Points. Each party shall transfer to the other one half of the above stated points / miles to the other's account and the parties shall equally share the cost or miles / points reduction to affect such


R.L.P.


V.M.P.

transfers. If a party is unable to transfer the miles / points due to restrictions from the issuer that party shall pay the other party the equivalent dollar value of the miles/ points that could not be transferred within 30 days of entry of the final judgment of dissolution of marriage.

N. 2023 Income Tax Liability. The parties shall file their 2023 personal income tax returns jointly and shall cooperate to provide the accountant any documents needed to have the return promptly prepared. The parties shall be equally responsible to pay the 2023 income tax liability (including the \$69,413.00 tax obligation to the Husband's employer per the April 9, 2024, Vialto letter) and equally sharing the refund estimated to be \$3,900.00. The Husband shall remit any 2023 tax liability and the Wife's responsibility to pay her portion of the taxes shall be reduced from the amount of her share of the Husband's 2023 bonus received in March 2024 as discussed above.

The parties shall pay for 2023 tax preparations for their respective LLC's as received pursuant to this Agreement from their respective LLC's bank accounts.

Each party shall have 10 days to review and approve the-draft 2023 personal income tax returns before they are filed. Within 10 days of filing same, but not later than October 31, 2024, the Husband shall pay the Wife her share of the bonus which shall be calculated as follows:

(1) The Husband's 2023 gross bonus ("Gross Bonus") shall be the amount, before taxes, paid to the husband as a bonus in or about March 2024.

(2) The Gross Bonus shall be reduced by the 2024 income tax the Husband is estimated to owe on the Gross Bonus, the net result being the "After-tax Value" of the Gross Bonus. However, said "After-tax Value" shall be calculated using the method delineated in paragraph 3 (E) including any reconciliation of any underpayment or overpayment upon the filing of Husband's 2024 tax return.

(3) The marital portion of the bonus is Eighty-Three (83% or 10/12ths)


R.L.P.


V.M.P.

percent of the After-tax Value.

(4) Each party shall receive one half of the marital portion of the After-tax Value, i.e., 41.5% each. However, the Wife's share shall be adjusted by the 50% of the 2023 Tax Liability and/or refund.

(5) The 2023 income tax liability ("Tax Liability") is the amount of the parties' 2023 unpaid income tax liability due to the IRS pursuant to their 2023 income tax return and the \$69,413.00 tax obligation to the Husband's employer per the April 9, 2024, Vialto letter minus the \$3,900.00 refund.

Accordingly, the calculation of the net amount the Wife shall receive from the 2023 bonus shall be as follows:

Calculation of Wife's Distribution:
41.5% of the "After-tax Value" as delineated above, of the Husband's 2023 bonus received in March 2024
(less) the amount of the Wife's responsibility to pay 50% of the 2023 income Tax Liability and/or refund
= "Net after-tax amount of 2023 Bonus due to / from Wife"

Contemporaneous therewith, the Husband shall pay the Wife the Net "After-tax Value" of the 2023 Bonus due the Wife subject to a later reconciliation of any underpayment or overpayment upon the filing of Husband's 2024 tax return.

O. Lump Sum Alimony. The Husband shall pay to the Wife in lump sum Two Hundred and Twenty Thousand U.S. Dollars (\$220,000.00) as and for non-modifiable, in amount, characterization or term, lump sum alimony. This payment is for the Wife's waiver of any and all claims for alimony other than as provided for herein, and it is subject to the contempt power of the Court along with any other legal remedies available to the Wife for said nonpayment. The Husband shall pay the first installment of \$50,000.00 to the Wife within one business day of execution of


R.L.P.


V.M.P.

this Agreement or the date on which the Wife provides the Husband wiring instructions to receive this payment, whichever is later. The Husband shall pay the remaining \$170,000.00 within five business days of entry of a final judgment of dissolution of marriage.

P. Except as otherwise stated herein, each party shall indemnify the other from any liability now existing or hereafter arising from ownership of any of the foregoing items distributed to him and her, respectively.

4. **ALIMONY:** Except as otherwise stated herein, each party permanently and irrevocably waives any right or claim of any kind, form, or nature he or she may have to seek or receive from the other party alimony or spousal support under the law of all jurisdictions.

5. **ATTORNEY'S FEES, FORENSIC ACCOUNTANT FEES, EXPERT FEES, COSTS AND EXPENSES:** Except as already incurred, as of execution of this Agreement, each party shall pay his and her own attorneys', forensic accountants' and experts' fees and costs/expenses incurred in relation to this settlement agreement and the dissolution of the parties' marriage, and each party irrevocably waives all claims to any additional attorneys' fees and costs of any kind or nature, whether temporary or permanent in connection with the parties' dissolution of marriage. This does not constitute a waiver of any claim for and award of attorneys' fees and/or costs incurred, if ever, in connection with any proceeding to enforce this Agreement. In any proceeding to enforce this Agreement, the prevailing party, as determined for each issue decided by the court, shall be awarded reasonable attorneys' fees and costs incurred in connection therewith from the non-prevailing party.

6. **SUBSEQUENT DEBTS:** Unless provided otherwise in this Agreement, each party shall be solely responsible to pay any and all debts incurred by him or her, respectively, on or after execution of this Agreement, and each party agrees not to incur any liabilities in the name of other,


R.L.P.


V.M.P.

nor to take any action which might obligate or charge the other or the other's credit in any manner unless specifically authorized by the party in whose name the charge or expense is incurred. Further, each party agrees to hold the other harmless, and indemnify the other, from any debt incurred after execution of this Agreement, by him or her in his or her, respectively, name without the other.

7. **TAX ADVICE:** The parties hereby acknowledge and agree that they have had the opportunity to retain their own accountants, certified public accountants, tax advisors, or tax attorneys with reference to the tax implications of this Agreement, if any. Further, the parties hereby acknowledge that they have not relied upon tax advice that may or may not have been given by the attorney representing him or her in negotiating this Agreement or in connection with the anticipated dissolution of marriage proceeding. Further, the parties acknowledge and agree that their signature to this Agreement serves as their acknowledgment that they have read this particular paragraph and have had the opportunity to seek independent tax advice.

8. **EXECUTION OF INSTRUMENTS:** Each party agrees to carry out and fulfill his and her respective covenants contained herein and shall execute and deliver such deed, documents, or other instruments as may be necessary to effect fulfillment of the matters and things set forth herein within the time specified, and if not specified within ten (10) days of being requested to do so but not sooner than 10 days after entry of a final judgment of dissolution of marriage.

9. **RECONCILIATION:** Any subsequent reconciliation of the parties, if any, shall not void this Agreement. All terms and conditions set forth herein, whether executory or not shall remain in full force and effect. The parties acknowledge that Florida Supreme Court in *Cox v. Cox*, 659 So.2d 1051 (Fla. 1995) ruled that reconciliation or remarriage abrogates the executory provisions of a prior settlement agreement unless there is an explicit statement in the agreement


R.L.P.


V.M.P.

that the parties intended otherwise. Accordingly, the Husband and Wife specifically agree that any attempted reconciliation of their marriage shall not abrogate the executory or any other provision of this Agreement.

10. **SUBSEQUENT DISSOLUTION OF MARRIAGE:** Nothing contained in this Agreement shall be construed to prevent either party from obtaining dissolution of marriage in the State of Florida. In any such action, neither party shall make any claim for alimony, equitable distribution, or attorney's and expert's fees or suit monies except in accordance with the provisions of this Agreement. This Agreement may be offered into evidence by either party in any such action, and if acceptable to the Court, shall be incorporated by reference in the judgment. Notwithstanding incorporation in the judgment, this Agreement shall not be merged with it. This Agreement shall, in all respects, survive the judgment as an independent contract and be forever binding on the parties. This Agreement may be enforced independently of the judgment.

11. **HOMESTEAD:** Each party releases any claim, demand, right or interest that the party may have acquired, or may acquire, because of the marriage in any real property of the other because of the homestead property provisions of the Florida Constitution or any other Statute, law, ordinance, Constitution, or legal premise concerning the descent of the property as homestead.

12. **MUTUAL RELEASE:** Except as otherwise provided in this Agreement:

A. Each party releases the other from all claims, demands due, debts, rights, or causes of action in connection with distribution of the marital estate and spousal support resulting from their marriage. The foregoing release includes any and all claims for tort or other injuries to the person or property, and any and all claims sounding in contract but does not include a cause of action for dissolution of marriage, whether presently pending or instituted in the future.

B. Each party hereby irrevocably releases and relinquishes all claims, rights,



R.L.P.



V.M.P.

and interest which that party may now have or may hereafter acquire in any property of the other party, whenever and however such property may have been or may be acquired by the said other party.

C. Except for any applicable social security benefits available to the Wife as a result of the marriage, each party waives, releases and relinquishes all rights that he or she may now have or hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction, including but not limited to:

(1) Any claim, demand, right or interest that the party may have acquired because of the marriage in any real property of the other because of the homestead property provisions of the Florida Constitution or any Florida statute or any other state's constitution, charter, ordinance, statute, law or controlling legal precedent concerning the descent of the property as homestead.

(2) Any election to take against any Will, Codicil, Trust, or other instrument with testamentary provisions of the other party now in force, including any statutory rights to elective share or augmented elective share. This shall not apply to any Wills or Codicils executed after the date of this Agreement.

(3) To share in the other party's estate as an intestate heir or pretermitted spouse, or to claim any other statutory rights such as exempt property or family allowance, that he or she may now have or hereafter acquire in the other party's estate.

(4) To act as administrator, executor, or personal representative of the other party's estate, unless provided by Will or Codicil executed after the date of this Agreement.

(5) Except as provided in this Agreement, to receive the proceeds of any insurance policy on the life of the other party, including any annuity or similar contract, unless


R.L.P.


V.M.P.

designated as a beneficiary in writing by the insured party after the date of this Agreement.

(6) Except as is provided elsewhere in this Agreement, to receive any beneficial interest in any pension plan, profit-sharing plan or other qualified or unqualified retirement program in which the other party is a participant, including, without limitation, any claim to a qualified joint and survivor annuity or qualified pre-retirement survivor annuity (as described in Section 417 of the Internal Revenue Code), as long as such waiver is permissible by law.

13. **REPRESENTATIONS:** The parties jointly represent:

A. That each has made, to the other's satisfaction, complete disclosure to the other of his or her current financial situation and that each fully understands the implications of said disclosure.

B. Each party is fully informed to his and her satisfaction as to his or her legal rights and obligations and each party has had the opportunity to have legal representation and has either elected to forego legal representation or has otherwise received legal representation of his or her own choosing and has had ample opportunity to consult counsel and has signed this Agreement freely and voluntarily and intends to be bound by it.

C. That each understands and agrees that this Agreement supersedes any and all prior Agreements between the parties except as set forth herein.

D. That this Agreement represents a complete resolution of all issues in dispute between the parties, and that neither party has made any representations, promises, or warranties to the other, except as set forth in this Agreement.

14. **INDEMNIFICATION:** In any instance in which either Party is required to indemnify or hold harmless the other under this Agreement, such hold harmless or indemnification shall include all demands, claims, or damages against the indemnified Party resulting, directly or


R.L.P.


V.M.P.

indirectly, from the matter or thing indemnified against. The indemnification and hold harmless shall include, without limitation, the following items incurred in defending any such claims, demands or damages: taxable court costs, other reasonable and necessary related but non-taxable costs and expenses, reasonable professional fees and attorney's fees necessarily required from the time any litigation or other dispute resolution proceeding is commenced until appeals are final, if any. This provision shall apply whether the litigation or other dispute resolution proceeding seeks declaration of rights, reformation, damages for default, damages for misinterpretation, indemnification, contribution, subrogation, or other legal or equitable remedies.

15. **SEVERABILITY:** In case any provision of this Agreement shall subsequently be held to be contrary to or in violation of the laws of any country, state or jurisdiction, such illegality or invalidity shall not affect in any way the other provisions hereof, and all such provisions shall continue nevertheless in full force and effect; and any provision which is held to be illegal or invalid in any country, state or other jurisdiction shall nevertheless remain in full force and effect in any other country, state or jurisdiction in which such provisions are legal and valid.

16. **MODIFICATION:** The modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality of this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature.

17. **EXECUTION:** This Agreement may be executed in multiple parts and if so each of such executed copy shall be deemed to be an original and shall have the same force and effect as if it alone had been executed by the parties.

18. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State


R.L.P.


V.M.P.

of Florida.

19. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties. There are no representations, promises or undertakings other than those expressly set forth herein. This Agreement permanently and forever after resolves all claims, rights, and entitlements which either party may have against the other by virtue of his or her marriage to the other which may be asserted, in any current or subsequently filed action for dissolution of marriage, support unconnected with dissolution of marriage, or any other proceeding between the spouses involving rights or claims which may exist by virtue of their marriage to one another except any subsequently filed actions for protection against violence, domestic violence, stalking, cyber-stalking, etc. or for enforcement of this Agreement.

20. **INTERPRETATION:** This Agreement, while it may have been drafted by counsel for one party, has been negotiated both as to substance and form by both sides. It is not to be construed in favor of or against either party by reason of the stationary upon which it is finalized or by reason of being drafted by counsel for one party.

21. **CONSIDERATION:** The above Agreement is made in consideration of the mutual promises contained herein, and of other good and valuable consideration, receipt of which is hereby acknowledged.

22. **FAIRNESS OF AGREEMENT:** The parties declare and acknowledge that the terms contained in this Agreement are equitable, fair, and just, and that this Agreement is commensurate with the financial means and social position of both parties.

23. **CAPTIONS:** Paragraph captions have been used throughout this Agreement for convenience and reference only are not intended to and shall not be used in any manner whatsoever in the construction or interpretation of this Agreement or any provisions hereof.



R.L.P.



V.M.P.

24. **REPRESENTATION BY COUNSEL AND FORENSIC ACCOUNTANT:**

Each of the parties has been, or has had the opportunity to be, represented in this proceeding and in connection with this Agreement by counsel of his and her own choosing. The Wife has been represented by Diksha Mehan Sharma, Esquire of Diksha Mehan Sharma, P.A., and Wife has retained Philip Shechter, CPA to advise her in reference to the financial issues in this matter. The Husband has been represented by Robyn Vines of Gray Robinson, P.A.

25. **UNDISCLOSED ASSETS:** Both Parties have made a complete disclosure of his or her marital assets. Each Party has relied upon the other Party's disclosures exchanged in the case to identify all marital assets. If in the future marital assets not addressed in this agreement are discovered and were not disclosed, those marital assets shall be divided equally by the Parties. Each party represents that no undisclosed assets exist.

26. **NOTICE PROVISIONS:** The parties agree that any notices as required by this Agreement shall be provided to the parties at the following email addresses until such time as a party advises the other, in writing, of a new email address(s) for him or her:

Husband

ROBERT L. PEREZ
robertL.perez@bakerhughes.com

Wife

VIOLET M. PEREZ
violet.perez2010@gmail.com

SIGNATURES FOLLOW ON NEXT PAGE


R.L.P.


V.M.P.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this, their Marital Settlement Agreement which shall become effective on the date the last party signs this Agreement:

[Signature]
WITNESS SIGNATURE & PRINTED NAME

[Signature]
VIOLET M. PEREZ

[Signature]
WITNESS SIGNATURE & PRINTED NAME

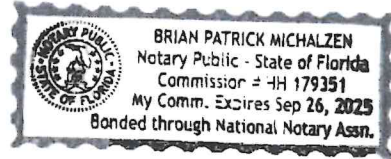
AA Kim Nelson
WITNESS SIGNATURE & PRINTED NAME

[Signature]
ROBERT L. PEREZ

[Signature] Johnathan Knefe
WITNESS SIGNATURE & PRINTED NAME

ACKNOWLEDGMENTS

STATE OF FLORIDA)
COUNTY OF BROWARD)



BEFORE ME, the undersigned authority, appeared VIOLET M. PEREZ, via physical appearance or online notarization, to me personally known or produced Florida drivers license as identification, to be the Wife described herein, and who has read the foregoing Agreement, and acknowledges before me that its recitations are true and correct, that she fully understands the contents thereof and has executed the same freely and voluntarily, and intends to be bound by it.

DATED this 2nd day of May 2024.

My Commission Expires: 09/26/2025

[Signature]
NOTARY PUBLIC, State of Florida at Large

STATE OF ~~FLORIDA~~ California)
COUNTY OF ~~BROWARD~~ Placer)

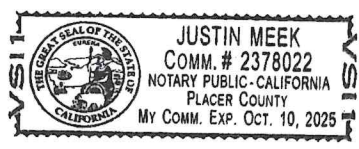
BEFORE ME, the undersigned authority, appeared ROBERT L. PEREZ, via physical appearance or online notarization, to me personally known or produced FL Drivers License as identification, to be the Husband described herein, and who has read the foregoing Agreement, and acknowledges before me that its recitations are true and correct, that he fully understands the contents thereof and has executed the same freely and voluntarily, and intends to be bound by it.

DATED this 3 day of May 2024.

My Commission Expires: 10/10/2025

[Signature]
NOTARY PUBLIC, State of Florida at Large
California

[Signature]
R.L.P.



[Signature]
V.M.P.