

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT,
IN AND FOR MANATEE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

DIANE M. DiCELLO,
Petitioner,

Case No.: 2023-DR- _____-AX
Division: Family Div. _____

and

MARK A. DiCELLO,
Respondent.

_____ /

MARITAL SETTLEMENT AGREEMENT

This Agreement is made in connection with an action for dissolution to be filed between DIANE M. DiCELLO, referred to as "Petitioner" herein, and MARK A. DiCELLO, referred to as "Respondent" or herein, who are sworn and agree as follows:

WHEREAS, the parties hereto were married to each other on or about 11-6-1993;

WHEREAS, there are no children of the parties under the age of 18 or otherwise entitled to support, and none are expected;

WHEREAS, Petitioner expects to file a petition for dissolution of marriage, and this Agreement is intended to be introduced into evidence in such action, to be incorporated in a Final Judgment entered therein;

WHEREAS, the parties acknowledge that irreconcilable differences exist, that the marriage is irretrievably broken, and that the parties intend to live separate and apart from each other;

WHEREAS, the parties wish to settle between themselves, now and forever, their respective rights, duties, and obligations regarding property and liabilities;

WHEREAS, each party has read this Agreement and understands its terms and consequences, and each party believes that this Agreement is fair, just, and reasonable;

WHEREAS, each party has assented to this Agreement freely and voluntarily, without coercion or duress;

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings set forth herein, and for other good and valuable consideration, the parties have agreed and do hereby agree as follows:

01696638-1 Petitioner's Initials: DM

Respondent's Initials: MA

ARTICLE I-
REAL ESTATE

The Sand Crane Court Residence

1.1 There exists certain real property in which one or both parties may claim an interest, herein referred to as the "Sand Crane Court Residence," located at 619 Sand Crane Court, Bradenton, FL 34212, and more specifically described as follows:

Lot 11, Block 1, WATERLEFE GOLF & RIVER CLUB, UNIT 1, according to the plat thereof, as recorded in Plat Book 35, Pages 39 through 55, inclusive, of the Public Records of Manatee County, Florida.

1.2 The Sand Crane Court Residence shall be the property of Respondent, and Petitioner hereby waives and releases any and all claim or interest in said property. Within thirty (30) days of signing this Agreement, the Petitioner shall execute and deliver a special warranty or quitclaim deed to convey any and all such interest in said property to Respondent. Respondent shall be responsible for obtaining and paying for the costs of preparing and recording this deed. Petitioner hereby assigns to Respondent any and all of her interest in any escrow accounts, homeowner's insurance policies, and/or utility deposits in connection with the Sand Crane Court Residence. Respondent shall continue to pay all taxes and insurance on the Sand Crane Court Residence. Respondent shall retain this property free and clear of any claim of the Petitioner and shall, hereafter, be responsible for all costs of ownership. Respondent shall be entitled to take any itemized deductions available under the Internal Revenue Code in connection with the Sand Crane Court Residence, including items such as mortgage interest and real estate taxes for 2023, and every year thereafter.

1.3 There is a mortgage owing to US Bank Loan # 4736 secured by said property, with a current balance of approximately \$416,000.00. Petitioner and Respondent are both listed on the mortgage, but only the Respondent is listed on the mortgage note. Following proper delivery by Petitioner and receipt by Respondent of the above-referenced executed applicable warranty or quit claim deed, Respondent shall assume this mortgage, continue to remain solely liable for payment of this said mortgage, and shall indemnify and hold Petitioner and her property harmless from any failure to pay the same.

The 905 Fish Hook Cove, Dock 1

1.4 There exists certain real property in which one or both parties may claim an interest, herein referred to as the "905 Fish Hook Cove, Dock 1," located at 905 Fish Hook Cove, Dock 1, Bradenton, FL 34212, and more specifically described as follows:

Boat Unit 1, The Cove Docks at Waterlefe Condominium, a condo according to the Declaration of Condominium recorded in Official Records Book 2290, Page 4504, of the Public Records of Manatee County, Florida.

1.5 The 905 Fish Hook Cove, Dock 1 shall be the property of Respondent, and

01696638-1 Petitioner's Initials: AM

Respondent's Initials: NND

Petitioner hereby waives and releases any and all claim or interest in said property. Within thirty (30) days of signing this Agreement, the Petitioner shall execute and deliver a special warranty or quitclaim deed to convey any and all such interest in said property to Respondent. Respondent shall be responsible for obtaining and paying for the costs of preparing and recording this deed. Petitioner hereby assigns to Respondent any and all of her interest in any escrow accounts, insurance policies, and/or utility deposits in connection with the 905 Fish Hook Cove, Dock 1. Respondent shall continue to pay all taxes and insurance on the 905 Fish Hook Cove, Dock 1 and shall, hereafter, be solely responsible for all costs associated with ownership. Respondent shall be entitled to take any itemized deductions available under the Internal Revenue Code in connection with the Fish Hook Cove, Dock 1, including items such as mortgage interest and real estate taxes for 2023, and every year thereafter.

ARTICLE II- RETIREMENT

Respondent's Fidelity 401(k) Acct. # 2057

2.1 Petitioner is awarded \$761,882.00 of the interest of Respondent's Fidelity 401(k) Acct. # 2057 arising out of Respondent's employment with United Healthcare Services, Inc.

2.2 As soon as administratively possible, the parties shall mutually engage Matt Lundy, Esquire to prepare a Qualified Domestic Relations Order to effectuate the transfer, and Respondent shall be responsible for the fees and costs relating to retaining Mr. Lundy and preparation/finalization of the QDRO. Court retains jurisdiction to enter any other such orders that may be necessary to implement the terms of this Agreement, such as entering or implementing a Qualified Domestic Relations Order and amendments thereto.

Respondent's Fidelity Executive Savings Plan Acct. # 2058


2.3 Respondent is awarded one hundred percent (100%) of his interest in the Fidelity Executive Savings Plan Acct. # 2058 arising out of his employment with United Healthcare Services, Inc., and Petitioner hereby waives and releases any and all claim or interest therein.

Petitioner's UPMC Retirement Plan #1572

2.4 Petitioner is awarded one hundred percent (100%) of her interest in her UPMC Retirement Plan #1572 arising out of her employment with UPMC, and Respondent hereby waives and releases any and all claim or interest therein.

Petitioner's UPMC Savings Plan

2.5 Petitioner is awarded one hundred percent (100%) of her interest in her UPMC Savings Plan arising out of her employment with UPMC, and Respondent hereby waives and releases any and all claim or interest therein.

01696638-1 Petitioner's Initials: 

Respondent's Initials: 

Petitioner's Fidelity Inherited IRA

2.6 Petitioner is awarded one hundred percent (100%) of her interest in her Fidelity Inherited IRA #6609 arising out an inheritance from her deceased Mother. and Respondent hereby waives and releases any and all claim or interest therein.

**ARTICLE III-
DIVISION OF OTHER ASSETS AND LIABILITIES**

Equitable Distribution Schedule:

3.1 The parties stipulate and agree that the Equitable Distribution Schedule attached hereto as Exhibit "A" and incorporated into this Agreement by reference is true, correct and accurate. The Petitioner and Respondent stipulate to the valuation date, the valuation amounts, and distribution amounts of all marital assets, marital liabilities, non-marital assets, and non-marital liabilities as specifically listed in this schedule. All financial accounts not specifically addressed herein in the body of this Marital Settlement shall be distributed in the amounts stated on the Equitable Distribution Schedule attached as Exhibit "A" with the exception of the following accounts:

- A. Petitioner shall receive \$204,301 of T. Rowe Price Blue Chip Growth Fund Account # 9343 within T. Rowe Price Mutual Fund Investor Account # O9OZ. If the value upon transfer is less than \$204,301, Respondent shall pay the difference to Petitioner provided that such difference is not to exceed \$3,000.00.
- B. Petitioner shall receive \$643,377.00 of the T. Rowe Price Cash Reserves Fund Account # 7918 within T. Rowe Price Mutual Fund Investor Account # O9OZ.
- C. Respondent shall receive the balance of the T. Rowe Price Cash Reserves Fund Account # 7918 after the Petitioner has been paid, which is within T. Rowe Price Mutual Fund Investor Account # O9OZ, together with any dividends, splits, and other rights and privileges in connection therewith.


Assets to be Divided "In-Kind"


3.2 The following items have been divided in-kind between the parties, in the proportions specified for each party:

- (a) Household Furniture, home furnishings, home electronics, and sporting equipment in the Sand Court Crane Residence and Ohio storage locker unit.

Other Miscellaneous Adult Children's Assets

3.3 The parties agree that any remaining balances in the Ohio College Advantage 529 Plan accounts, numbered as # 0801 and 0802 in the name of Respondent, shall be for the sole and exclusive use of the Respondent. Pursuant to their prior agreement, the parties acknowledge that

01696638-1 Petitioner's Initials: 

Respondent's Initials: 

the \$10,000 designated as non-marital within each of these two accounts [earmarked for each adult child], as noted in the Equitable Distribution Schedule in Exhibit "A", has been distributed as of December 6, 2022.

3.4 The 2012 Mazda 3 shall be retitled in the name of adult child Carli DiCello. Respondent and Carli DiCello will work together to effect this change as soon as practicable.

Division of Other Assets

3.5 Petitioner shall receive exclusive ownership in the assets and items listed in the ED Schedule as described in Exhibit "A." Respondent waives and releases any and all claim or interest in such assets and items.

3.6 Respondent shall receive exclusive ownership in the assets and items listed in the ED Schedule as described in Exhibit "A". Petitioner waives and releases any and all claim or interest in such assets and items.

3.7 Except for the items specifically conferred or addressed in the schedules attached hereto or as otherwise expressly provided by this Agreement, each party shall have exclusive ownership of all items of personal property that are currently in his or her possession, and the other party waives and releases any and all claim or interest in such items.

Division of Liabilities

3.8 Petitioner shall pay the debts, liabilities and obligations listed in Exhibit "B" attached hereto and incorporated herein by reference for all purposes as if set forth in full and shall indemnify and hold Respondent and his property harmless from any failure to pay the same.

3.9 Respondent shall pay the debts, liabilities and obligations listed in Exhibit "C" attached hereto and incorporated herein by reference for all purposes as if set forth in full and shall indemnify and hold Petitioner and her property harmless from any failure to pay the same.

3.10 There are no other obligations or liabilities of the parties known to exist. Any obligation or liability that is not listed herein shall be the responsibility of the party that incurred the same, and the party that incurred the same shall indemnify the other party and the property of the other party harmless from liability therefor.

3.11 Neither party shall hereafter incur any obligation or liability for which the other party will be liable.

Family Pets

3.12 The parties agree that the registered Labrador Retriever dog known as Max shall be the property of Respondent. The parties also agree that the registered Labrador Retriever Mix known as Maia shall also be the property of Respondent. The parties agree that the registered mixed breed dog known as Mia shall be the property of Petitioner.

01696638-1 Petitioner's Initials: DM

Respondent's Initials: WBY

3.13 Respondent shall not interfere or prevent the parties' adult children from bringing the dog named Max with them to visit Petitioner.

General Provisions

3.14 Full and Complete Disclosure. Each party hereto warrants and agrees that he or she has made a full and complete disclosure to the other party of all marital and nonmarital property, income, assets and liabilities.

3.15 Other Information or Instruments. Each party agrees to provide to the other party any necessary information or to execute and/or deliver any instrument or document necessary to transfer title or interest in property consistent with this Agreement.

3.16 Nondischargeable in Bankruptcy. All terms of this Agreement pertaining to the division of marital property, including but not limited to any hold harmless or indemnification provisions, are specifically intended by the parties to be nondischargeable in the event of bankruptcy.

**ARTICLE IV-
ALIMONY**

4.1 The parties agree that Petitioner has an actual need for alimony or maintenance, and Respondent has the ability to pay the same.

Durational Alimony

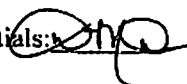
4.2 The parties agree that Respondent shall pay non-modifiable durational alimony as provided below in order to provide Petitioner with economic assistance for a set period of time.

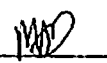
4.3 Respondent shall pay to Petitioner as durational alimony the amount of Three Thousand and No/100 Dollars (\$3,000.00) per month, to be paid monthly, with the first installment of \$3,000.00 due and payable on March 1, 2023, and a like payment due and payable on the 1st of each month thereafter, for a duration of fifteen (15) years (last payment occurring on February 1, 2038).

4.4 Payment of durational alimony as set forth above shall terminate on February 2, 2038, the death of either party, or remarriage of Petitioner, whichever occurs first. Petitioner and Respondent hereby waives any other right to modify or terminate the term or amount of alimony as described herein.

Other Provisions

4.5 Payment Made Directly. Payments of alimony shall be made by check, money order, or electronic payment directly to Petitioner, and both parties shall each keep their own records of all payments due, and all payments made. Respondent agrees to advise Petitioner of changes relating to Respondent such as home address and employment contact information. Petitioner agrees to advise Respondent of changes relating to Petitioner such as her home address

01696638-1 Petitioner's Initials: 

Respondent's Initials: 

as it relates to the payment of alimony. In the event of a default in the payment of alimony equal to more than 5 days from the 1st of the month. Petitioner may immediately initiate payment of alimony through a governmental depository and, if Respondent is receiving a salary or other regular income, by income deduction order pursuant to Section 61.13(1)(d) of the Florida Statutes.

4.6 Nondischargeable in Bankruptcy. It is the express intent of the parties that all alimony payable or to be made hereunder is specifically intended to be nondischargeable in the event of the bankruptcy of the paying party.

4.7 Not Taxable Income for Petitioner. The parties acknowledge that the alimony specified hereinabove shall not constitute taxable income for Petitioner, and that Respondent shall not be entitled to deduct from his income all such alimony payments made by Respondent.

4.8 Prepayment of Durational Alimony Owed. Nothing in this Article IV shall prohibit Respondent from paying off the remaining alimony owed for the above-referenced alimony obligation early in full and sooner than February 2, 2038.

**ARTICLE V-
TAX ISSUES**

Federal Income Taxes for Tax Year 2022

5.1 The parties shall file a Form 1040 federal income tax return in accordance with the Internal Revenue Code of 1986, as well as a Minnesota state income tax return, for the calendar tax year of 2022, with a filing status of married filing joint.

5.2 It is agreed that the parties are equally responsible for any federal and state tax liability of the parties for the tax year ending December 31, 2022.

5.3 Any refund resulting from the tax year ending December 31, 2022, shall be shared equally by the parties.


5.4 Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or for the omission of taxable income or claim of erroneous deductions of the applicable party.

5.5 Respondent shall be responsible for the cost of preparing any tax returns for the year 2022.

Federal Income Taxes for Tax Year 2023

5.6 For tax year 2023, each party shall file a Form 1040 individual income tax return in accordance with the Internal Revenue Code as single or head of household (*if applicable*).

5.7 Each party shall be responsible for the cost associated with the preparation of their respective income tax return.

01696638-1 Petitioner's Initials: 

Respondent's Initials: 

5.8 Each party shall indemnify and hold harmless the other party for such taxes, liabilities, deficiencies, assessments, penalties, or interest due thereon or the omission of taxable income or claim of erroneous deductions of the applicable party.

Other Provisions

5.9 Attorney is Not Tax Expert. The parties acknowledge that any attorney involved with this Agreement does not claim to be an expert in tax matters. Each party states that he or she has consulted or has had the opportunity to consult with a tax professional to fully evaluate the tax implications and consequences of this Agreement.

5.10 Request for Information and Cooperation. It is agreed that each party shall provide any information reasonably necessary to prepare federal income tax returns, within thirty (30) days of receipt of a written request for the same. Each party shall reasonably cooperate with the other in the preparation of income tax returns as set forth hereinabove. Within five days of receipt of written notice from the other party, each party will allow the other party access to these records in order to respond to an IRS examination or request for information. Purposes for which access to such records will be granted includes, but is not limited to, the determination of acquisition dates or tax basis, and such access shall include the right to copy the records.

5.11 Preservation of Information. Each party shall preserve for a period of seven years from the date of the filing of the applicable tax return, all financial records relating to the marital property. Each party shall preserve indefinitely, any records which determine or affect the tax basis in any marital property.

5.12 No Waiver of "Innocent Spouse". The parties agree that nothing contained herein shall be construed as or is intended as a waiver of any rights that a party has under the "Innocent Spouse" provisions of the Internal Revenue Code.

ARTICLE VI- COURT COSTS, MEDIATION, AND ATTORNEY'S FEES

6.1 Respondent shall be responsible for any court costs associated with filing and finalizing the parties' dissolution through the Court, including filing and recording fees.

6.2 Respondent has paid all of Petitioner's attorney's fees and expert witness costs to date. Therefore, Respondent agrees to only be responsible for Petitioner's remaining and future attorneys' fees and expert witness costs associated with the parties' dissolution of marriage in an amount not to exceed \$7,500.00.

6.3 Respondent also was responsible for the payment of fees and costs to the mediator, Larry K. Coleman, Esquire for the 2-23-2023 mediation.

01696638-1 Petitioner's Initials: MD

Respondent's Initials: MM

**ARTICLE VII-
GENERAL PROVISIONS**

7.1 Mutual Release. Except as otherwise provided in this Agreement, each party releases the other 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, releases and relinquishes all rights that he or she may now have or may hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction:

- a. To elect to take against any Will or Codicil of the other party now or hereafter in force;
- b. To share in the other party's estate; or
- c. To act as executor or administrator for the other party's estate.

7.2 Resolution of Future Disputes. In the event of any disagreement regarding an issue between the parties, the parties shall first confer and exercise reasonable efforts to resolve such a dispute. Except in an emergency, before a party files legal action regarding an issue of any such dispute or regarding modification of any terms and conditions of this Agreement, that party shall make a good faith attempt to submit the dispute or controversy to mediation.

7.3 Reconciliation. In the event of a reconciliation or resumption of marital relations, this Agreement or its provisions shall not be abrogated in any way without further written agreement of the parties.

7.4 No Oral Agreements. The parties agree that this Agreement constitutes the entire agreement of the parties, that this Agreement supersedes any prior understandings or agreements between them, and that there are no representations, warranties, or oral agreements other than those expressly set forth herein.

7.5 No Waiver of Breach. The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

7.6 Severability. This Agreement is severable, and if any term or provision is determined to be unenforceable, this shall not render the remainder of the Agreement unenforceable.

7.7 Other Acts. Each party agrees to timely perform such other acts that are reasonably necessary or that may be reasonably requested by the other party to effectuate the provisions of this Agreement.

7.8 Survival of Agreement; No Merger. This Agreement may be offered into evidence by either party in an action for dissolution of marriage and may be incorporated by reference in a final judgment entered therein. Notwithstanding incorporation, this Agreement shall not be merged in such judgment but shall survive the judgment and be binding on the parties.

01696638-1 Petitioner's Initials: MA

Respondent's Initials: MD

7.9 Remedies for Enforcement. The terms and provisions of this Agreement are enforceable in contract, in addition to any remedies for enforcement that may also be available under any final judgment of dissolution of marriage entered between the parties. Should either party breach the terms of this Agreement, causing the other party to employ an attorney for the enforcement of the provisions of this Agreement, or for the collection of damages as a result of said breach, or for the collection of monies due under this Agreement, then the prevailing party's reasonable attorneys' fees and suit money will be paid by the non-prevailing party.

7.10 Releases. Except as otherwise provided in this Agreement, each party hereby releases forever any claim, legal action or right that they may have against the other party or the property of the other party up to and including the date of the execution of this Agreement. Hereafter, neither party has a claim or right to the property of the other or to property that is acquired hereafter by the other or a claim or demand against the other except as is specified in this Agreement. This provision shall not affect the Petitioner's ability to receive spousal benefits under the Social Security's Independently Entitled Divorced Spouse's Benefits as administered by the U.S. Social Security Administration.

7.11 Necessary Documents. Within a reasonable time after written demand, each party shall execute, acknowledge, and deliver all documents or instruments required to carry out the provisions of this Agreement and effectuate transfers of title.

7.12 Jointly Titled Accounts. Respondent shall either close all jointly titled accounts or remove Petitioner's name from these accounts. Furthermore, neither party shall withdraw any funds from any joint account except US Bank Checking account # 0549.

7.13 Waiver of Modification. Except as provided herein, this Agreement shall not be changed unless in writing and signed by both parties, with the same formalities as this Agreement.

7.14 Entire Agreement. This instrument contains the entire agreement between the parties and no representation or agreement that is not incorporated in it is valid. Each party has carefully read this Agreement and is completely aware of its contents and its legal effect. Each party fully understands the facts and has been fully informed as to his or her legal rights and obligations, and each is signing this Agreement freely and each party understands and agrees that this Agreement constitutes the entire contract of the parties. The parties acknowledge that neither Bianca N. Manos, Esquire, nor Matthew Z. Martell, Esquire, has provided their client tax advice regarding this agreement. It supersedes any prior understandings or agreements between them upon the subjects covered in this Agreement. There are no representations or warranties other than as set forth in this Agreement.

7.15 Governing Law. The laws of the State of Florida shall govern the validity, construction, interpretation and effect of this Agreement.

7.16 Independent Legal Counsel. The parties represent to each other that:

A. Petitioner is represented by Bianca N. Manos, Esquire, of Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A. Respondent is represented by Matthew Z. Martell, Esquire.

01696638-1 Petitioner's Initials: BM

Respondent's Initials: MM

Each party fully understands the facts and has been informed fully about their legal rights and obligations. Each is signing this Agreement freely and voluntarily, intending to be bound by it.

7.17 Construction of Agreement. The fact counsel for one party drafted or prepared this Agreement, or any part hereof, shall have no effect upon the construction of this Agreement.

I, DIANE M. DICELLO, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: ^{March} February 1, 2023

[Handwritten initials]

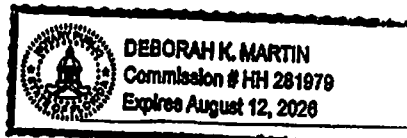
[Handwritten Signature: Diane M. DiCello]
DIANE M. DICELLO

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to or affirmed and subscribed before me by means of [] physical presence or [] online notarization on ~~February~~ ^{March} 1, 2023 by DIANE M. DICELLO.

March

[Handwritten Signature: Deborah K. Martin]
NOTARY PUBLIC - STATE OF FLORIDA



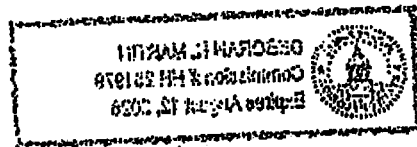
Printed Name of Notary

- Personally known
- Produced identification

Type of identification produced FL Drivers License

01696638-1 Petitioner's Initials: *[Handwritten initials]*

Respondent's Initials: *[Handwritten initials]*



I, MARK A. DICELLO, certify that I have been open and honest in entering into this Agreement. I am satisfied with this Agreement and intend to be bound by it.

Dated: February 24, 2023

Mark A. Dicello

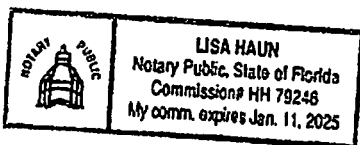
MARK A. DICELLO

STATE OF FLORIDA
COUNTY OF MANATEE

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization on February 24, 2023 by MARK A. DICELLO.

Lisa Haun

NOTARY PUBLIC - STATE OF FLORIDA



Lisa Haun

Printed Name of Notary



Personally known

Produced identification

Type of identification produced Florida Drivers License

01696638-1 Petitioner's Initials: *MD*

Respondent's Initials: *MD*

Exhibit "A"

01696638-1 Petitioner's Initials: SM

Respondent's Initials: WM

Mark and Diane DiCello
 Proposed Equitable Distribution Schedule
 Date of Marriage: 11/6/1993
 Date of Separation: 1/29/2022
 Valuation Date: 1/31/2022

Exhibit A

[Redacted Box]

Description	Acct. No.	Owner/Titled	Valuation Date		Date	Updated Amount	Amount Subject to Distribution	Husband	Non-Marital Wife	Child	Proposed Distribution	Wife
			Date	Amount								
A Cash / Bank Accounts:												
1 US Bank Checking	0549	J	1/31/22	71,435	1/31/23	2,160	2,160				1,080	1,080
2 US Bank MH	7151	J	1/31/22	54,049	1/31/23	100,439	100,439				50,220	50,220
3 WFC Credit Union Savings	6129-01	J	1/31/22	501	1/31/23	500	500				250	250
4 WFC Credit Union Checking	6129-70	J	1/31/22	710	1/31/23	710	710				355	355
5 PNC Bank Money Market	4962	H	1/31/22	5,167	1/31/23	5,168	5,168				5,168	5,168
6 PNC Bank Checking	2251	H	1/31/22	7,101	1/31/23	5,818	5,818				5,818	5,818
7 Optum N.S.A.	7554	H	1/31/22	12,072	1/31/23	14,289	14,289				14,289	14,289
8 US Bank Checking	8233	W	1/31/22	Post DDV	1/31/23	Closed	Closed					
9 Aliant Savings	8233	W	1/31/22	2,122	Per W	Closed	Closed					
10 Cash on Hand	1774	W	Per W's FA	1,830	1/23/23	1,830	1,830				1,830	1,830
11 Ally Bank Checking	1763	W	1/31/22	1,305	1/23/23	1,305	1,305				1,305	1,305
12 Ally Bank Money Market	1763	W	1/31/22	1,501	1/23/23	1,501	1,501				1,501	1,501
B Investment Accounts												
1 F. Ross Price Brokerage	0902	J	1/31/22	270,200	1/31/23	204,301	204,301				91,145	204,301
2 Blue Chip Growth Fund	9343	J	1/31/22	420,063	1/31/23	736,523	736,523					704,301
3 Coin Reserve	7918	J	1/31/22	193,572	1/31/23	0	0					6,913,377
4 Extended Equity Market Index	5447	J	1/31/22	48,419	1/31/23	0	0					
5 Retirement 2035 Fund	0741	J	1/31/22	123,950	1/31/23	125,809	125,809					
6 E-Trade Brokerage	2616	J	1/31/22	104,811	1/31/23	61,326	61,326					
7 Canbase	w259	H	5/19/22	1	6/30/22	1	1					
8 Fidelity Individual TOD	3226	H	1/31/22	484,938	1/31/23	348,435	348,435					
9 Fidelity UMG RSIX (Unvested)		H	1/31/22	(190,823)	1/31/23	(137,109)	(137,109)					
10 Fidelity UMG Stock Options (Vested)		H	1/31/22	443,512	1/31/23	378,011	378,011					
11 Less: Taxes (39.35%)		H	1/31/22	(174,522)	1/31/23	(148,747)	(148,747)					
12 Fidelity UMG Stock Options (Unvested)		H	1/31/22	616,915	1/31/23	487,261	487,261					
13 Less: Taxes (39.35%)		H	1/31/22	(242,756)	1/31/23	(191,737)	(191,737)					
14 Ohio College Advantedge 529 Plan		Daughter	1/31/22	11,144	1/31/23	866	866					
15 Less: Taxes & Penalty on Gains		Daughter	1/31/22	(4,599)	1/31/23	(30)	(30)					
16 Ohio College Advantedge 529 Plan		Son	3/31/22	49,310	1/31/23	38,519	38,519					
17 Less: Taxes & Penalty on Gains		Son	3/31/22	(3,694)	1/31/23	(2,655)	(2,655)					
C Notes Receivable												
1 Real Estate / Mortgages:												
2 619 Sand Crane Court, Bradenton		J	7/12/22 Appraisal	958,000	1/31/23 Appraisal	900,000	900,000					
3 Less: USB Mortgage		H	2/1/22	(428,501)	1/31/23	(416,385)	(416,385)					
4 905 Fish Hawk Cove, Dock 1		H	Appreciated upon Estimate	11,500	2022 Assessed Value	25,000	25,000					
E Business Interests:												
1 Vehicles / Vehicle Loans:												
2 Lexus GX 460 (Wife Drives)		H	11/17/22 (Per Vroom Appraisal)	70,000	2/4/23 (Per Vroom Appraisal)	60,000	60,000					
3 2020 BMW M4		H	1/17/22 (Per Vroom Appraisal)	40,816	2/4/23 (Per Vroom Appraisal)	38,099	38,099					
4 2012 Mazda 3 (Daughter's Car)		H	1/17/22 (Per Vroom Appraisal)	50,000	2/4/23 (Per Vroom Appraisal)	43,208	43,208					
5 2017 Sea Huntle Ultra 234		H	5/16/22 (Per RBB Est.)	7,058	2/4/23 (Per RBB Est.)	5,609	5,609					
6 2018 E-Z GO TXT Golf Cart		H	1/17/22 (Per VroomlyTradeIn.com)	41,070	2/4/23 (Per VroomlyTradeIn.com)	44,660	44,660					

Petitioner's Initials: *[Signature]*

Respondent's Initials: *[Signature]*

W: Wife, H: Husband, J: Joint
 TBD: To Be Determined

Description	Acct. No.	Owner/Titled	Valuation Date		Updated		Amount Subject to Distribution		Proposed Distribution	
			Date	Amount	Date	Amount	Husband	Wife	Husband	Wife
6 Retirement Plans:										
1 Fidelity 401(k)	2057		3/1/22	934,552 (233,638)	1/31/23	846,535 (211,624)	846,535 (211,624)	846,535 (211,624)	761,887 (190,470)	
2 Fidelity Executive Savings Plan	2050		1/1/22	152,897 (38,284)	1/31/23	133,456 (33,364)	133,456 (33,364)	133,456 (33,364)	0 (0)	
3 UPAC Savings Plan		W	1/31/21	224,277 (56,069)	1/31/23	199,169 (49,792)	199,169 (49,792)	199,169 (49,792)	0 (0)	
4 Fidelity IRA (Invested)	6609	W	3/31/22	27,089 (6,772)	12/31/22	24,610 (6,153)	24,610 (6,153)	24,610 (6,153)	0 (0)	
5 Fidelity UPAC Health System		W	1/31/22	4,334 (1,054)	1/31/23	4,468 (1,117)	4,468 (1,117)	4,468 (1,117)	0 (0)	
7 Life Insurance Cash Values:										
1 Erie Family Life Insurance (\$500k Death Benefit)		H		8,195	Agreed Upon Estimate	8,195	8,195	8,195	0	Term
2 AAA Life Insurance (\$200k Death Benefit)		H		575	Agreed Upon Estimate	575	575	575	0	Term
3 AAA Life Insurance (\$200k Death Benefit)		W		14,000	Agreed Upon Estimate	14,000	14,000	14,000	0	Term
8 Other Assets:										
1 Furniture & Furnishings				6,195	Agreed Upon Estimate	6,195	6,195	6,195	0	Term
2 Furniture in Storage in Ohio				575	Agreed Upon Estimate	575	575	575	0	Term
3 Wife's Jewelry				14,000	Agreed Upon Estimate	14,000	14,000	14,000	0	Term
4 Rolex Submariner 16610-2003				7,500	Agreed Upon Estimate	7,500	7,500	7,500	0	Term
5 Rolex Submariner 16613-2001				6,000	Agreed Upon Estimate	6,000	6,000	6,000	0	Term
6 Panerai-Luminox Hanna PAM Watch 113 2031				2,500	Agreed Upon Estimate	2,500	2,500	2,500	0	Term
7 Husband's Outer Inc. Jewelry				1,500	Agreed Upon Estimate	1,500	1,500	1,500	0	Term
8 Home Electronics and Sporting Equipment				3,500	Agreed Upon Estimate	3,500	3,500	3,500	0	Term
9 Credit Card Reward Points/Miles				TBD		TBD	TBD	TBD	0	Term
9 Credit Card Accounts:										
1 Chase Southwest Rapid Reward Visa	2178/1715	H	1/31/22	(2,220)	1/19/23	(9,009)	(9,009)	(9,009)	0	Term
2 American Express Delta Reserve	2009	H	1/31/22	(3,840)	1/31/23	(3,003)	(3,003)	(3,003)	0	Term
3 American Express Hilton Honors	8001	H	1/31/22	(631)	1/31/23	(3,308)	(3,308)	(3,308)	0	Term
4 Bank of Amer ca	0313	H	Per H	0	Per H	0	0	0	0	Term
5 Best Buy	6769	H	Per H	0	Per H	0	0	0	0	Term
6 American Express Hilton Honors	91004	W	Post DOW	0	1/20/23	(2,862)	(2,862)	(2,862)	0	Term
7 Chase Southwest Rapid Reward Visa	3637	W	Post DOW	0	1/13/23	(2,009)	(2,009)	(2,009)	0	Term
10 Other Debts										
1 Auto Repairs (Ford Escape)			7/20/22 Estimate	(3,033)	7/20/22 Estimate	(3,033)	(3,033)	(3,033)	0	Term
2 US Bank Personal Credit Line			Per H	0	Per H	0	0	0	0	Term
TOTAL NET WORTH				4,104,264		3,666,301	3,666,301	3,666,301	1,684,841	1,684,841
AMOUNT TO EQUALIZE									0	0
PROPOSED EQUITABLE DISTRIBUTION									1,684,841	1,684,841

*Marital tax rate of 37% plus Medicare of 2.35% (1.45% + additional Medicare tax of .9%)

Petitioner's Initials: *MD*

Respondent's Initials: *MD*

W: Wife, H: Husband, J: Joint
 TBD: To Be Determined

Printed 2/9/2023

**EXHIBIT B-
LIABILITIES AND OBLIGATIONS OF PETITIONER**

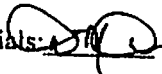
Petitioner shall pay the debts, liabilities and obligations listed below, and shall indemnify and hold Respondent and his property harmless from any failure to pay the same:


(a) Charge/credit card accounts

1. Respondent shall be responsible for all charges incurred up until and through February 23, 2023 for Chase Rapid Rewards Visa credit card # 3687 in an amount not to exceed \$4,136.92. After 2-23-2023, the Petitioner shall be responsible for payment of all future balances for this credit cards.
2. Respondent shall be responsible for all charges incurred up until and through February 23, 2023 for Hilton Honors AMEX credit card # 1004 in an amount not to exceed \$2,533.45. After 2-23-2023, the Petitioner shall be responsible for payment of all future balances for this credit cards.

(b) Temporary housing expenses

1. Respondent shall pay Petitioner's monthly Rental Payment associated with Petitioner's current housing until 3-1-23 for Petitioner's current apartment lease at Echo Lakes Apartments in Lakewood Ranch, FL. Thereafter, the Petitioner shall be responsible for her Monthly Rental Payment of \$2,237/month to "Northland Investments" until the expiration of her current apartment lease. Petitioner shall keep any returned security deposit.

01696638-1 Petitioner's Initials: 

Respondent's Initials: 

**EXHIBIT C-
LIABILITIES AND OBLIGATIONS OF RESPONDENT**

Respondent shall pay the debts, liabilities and obligations listed below, and shall indemnify and hold Petitioner and her property harmless from any failure to pay the same: Charge/credit card accounts

1. Respondent shall be responsible for payment of any current and future balances for the following credit cards/charge accounts:
 - a. American Express Delta Reserve credit card # 2009
 - b. Chase Rapid Reward Visa credit card # 1735
 - c. Bank of America Mastercard credit card # 0333
 - d. Best Buy/HSBC credit card # 6788
 - e. Hilton Honors American Express credit card # 8001

01696638-1 Petitioner's Initials: LM

Respondent's Initials: YAD