

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

IN RE THE MARRIAGE OF:

CASE NO.: 2023-DR-002421-O

CORY DAVID HRYNYK,

Petitioner,
and

THERESA SCHELLING HRYNYK,

Respondent.

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this 17 day of December, 2024, between Husband, CORY DAVID HRYNYK, and Wife, THERESA SCHELLING HRYNYK:

WITNESSETH:

WHEREAS, the parties are now Husband and Wife, having been lawfully married to each other on September 22, 2000; and

WHEREAS, unhappy matrimonial differences have arisen between them by reason of which they are now living separate and apart from each other; and

WHEREAS, both parties have given much thought and careful consideration to a settlement of these differences and have determined that they are irreconcilable; and

WHEREAS, it is the desire and intention of the parties that their relations, with respect to property and financial matters, be finally fixed by this Agreement in order to effect an orderly division of property between the Husband and Wife and to determine in all respects and for all purposes and demands in such a manner that any action with respect to the rights and obligations, past, present, or future, of either party with respect to the other, be finally and conclusively settled and determined by this Agreement; and

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WHEREAS, there has been one child born of the marriage, however all of said child have attained their majority, are emancipated, and none are dependent.

NOW THEREFORE, in consideration of the premises and the mutual promises and undertakings herein contained and in consideration of the sum of \$1.00, receipt of which is hereby acknowledged by each party, and for other good and valuable considerations, the parties agree:

LIVE SEPARATE AND APART

1. The parties shall at all times hereafter continue to live separate and apart, free from interference by each other as if they were unmarried. Each party may reside at the place or places he or she may select. Husband and Wife shall not interfere with the privacy of the other nor shall they enter the premises of the other without the prior consent of the other.

WAIVER OF SUPPORT AND INTEREST

2. Except as provided for in this Agreement, both the Husband and the Wife recognize that they shall not now or in the future receive support or alimony payments of any type, including but not limited to permanent, durational, rehabilitative, bridge-the-gap or lump sum alimony, from the other and specifically waive the same.

3. Further, neither party will seek compensation from or any interest in, the salary, awards, winnings, investment incomes, gifts, inheritance, retirement benefits, or military benefits of the other, now or in the future, and specifically waive the same, except as specifically set forth herein.

ALIMONY

4. The Husband shall pay to the Wife the sum of \$4,750.00 per month as durational alimony for 12 (twelve) years or until the Wife dies, the Husband dies, or the Wife remarries, whichever event first occurs; additionally, the durational alimony may be terminated or modified

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as provided in Florida Statutes §61.14 or any subsequently enacted equivalent statute. Other than as set forth above the durational alimony shall be non-modifiable as to the length of the term and amount. Said durational alimony payments shall be paid directly to the Wife on the 1st day of the month following the signing of this Marital Settlement Agreement and shall continue on the 1st day of every month thereafter until the Husband's duty to pay alimony under this Paragraph shall end. If a Final Judgment or Court Order is entered directing such payments to be made to the Clerk or State of Florida Disbursement Unit, the Husband shall make said payments to the Clerk or State of Florida, Disbursement Unit (whichever is applicable) on the 1ST day of each and every month after the entry of such Final Judgment or Order until the Husband's duty to pay alimony under this Paragraph shall end.

DIRECT PAYMENT OF SUPPORT TO WIFE

5. The parties agree to request that the Court allow the Husband to make payments of the above support directly to the Wife so long as the Husband timely makes said payments in full. They further agree that upon a delinquency in the support amount of one month's payment, the Wife may follow the procedure set forth in § 61.13, Florida Statutes (or any subsequently enacted equivalent statute) to request that all future payments be made through the support depository and the Husband agrees that he shall not object to said payments being made through the depository. If the Husband should be in arrears in said support payments, then he agrees that he shall pay all reasonable costs, including reasonable attorney's fees incurred by the Wife, in having said payments made through the Depository. In the event said support payments are to be paid through the Depository the Husband agrees to pay all Clerk's charges and assessments for handling said payments (which said assessments may be changed from time to time).

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HEALTH CARE AND MEDICAL INSURANCE

6. The Husband agrees that he shall be responsible for his own future medical, hospitalization, doctor, dental, prescription drugs, and all other similar expenses and that he shall be responsible for maintaining his own medical insurance policy after the date of the entry of the Final Judgment of Dissolution of Marriage.

7. The Wife agrees that she shall be responsible for her own future medical, hospitalization, doctor, dental, prescription drugs, and all other similar expenses and that she shall be responsible for maintaining her own medical insurance policy after the date of the entry of the Final Judgment of Dissolution Marriage.

8. If the Wife should decide to utilize the COBRA provisions under the Husband's health insurance plan, then the Husband agrees that he shall fully cooperate with the Wife in implementing said COBRA insurance provisions. The Wife agrees that she shall be responsible for the monthly premium payments to cover her on said plan. The Wife further agrees that she shall be responsible for all of her future medical, hospitalization, doctor, dental, prescription drugs, and all other similar expenses which are not covered by COBRA. The Wife further agrees that after she is no longer eligible under the provisions of the COBRA plan, that she shall be responsible for all of her own future medical, hospitalization, doctor, dental, prescription drugs, and all other similar expenses and that she shall be responsible for obtaining her own medical insurance policy at her sole expense.

SALE OF CERTAIN MARITAL PROPERTY

9. The parties owned a marital home located at 9548 Hempel Cove Blvd, Windermere, Florida. The home was sold and each party received one-half interest in the net proceeds which have been previously distributed to each party. Each party is satisfied with the net proceeds they

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received prior to the execution of this Agreement. Each party waives any interest from the other in the net proceeds received by the other party. The net proceeds received by the Husband shall be his sole and separate property. The net proceeds received by the Wife shall be her sole and separate property.

10. The Husband shall be allowed to claim any United States Income Tax deduction originating from the interest and property tax payments on the marital home from January 1, 2023 through 2024.

NON-MARITAL HOME

11. The parties agree that the Wife has an interest in a property located at 12475 South Indian River Drive, Jensen Beach, Florida 34957. The parties agree that the Wife inherited the aforesaid property and the Husband agrees that this property is non-marital and shall be the Wife's separate property.

EQUITABLE DIVISION OF OTHER MARITAL ASSETS

12. The parties agree that the Wife shall retain the furniture and furnishings from the marital home now in her possession. The parties agree that the Husband shall retain the furniture and furnishings from the marital home now in his possession.

13. The parties agree that the Wife shall retain her jewelry with the exception of the diamond tennis bracelet. The parties agree that the Husband have as his sole and separate property the diamond tennis bracelet now in the possession of the Wife. It is agreed and understood between the parties that they have made a just division of their personal effects, clothing, household furniture, furnishings, and equipment, except as may be otherwise specifically stated herein, and that such property shall constitute the sole and exclusive property of the party in possession of any such asset.

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14. The 2021 Dodge truck and 1970 Ford Mustang vehicles presently in the possession of the Husband shall constitute the sole and exclusive property of the Husband and the Wife hereby relinquishes all right, title, and interest she may have therein. The Wife shall execute all those papers, including certificate of title, necessary to transfer the complete ownership of said motor vehicle(s) to the Husband immediately after the execution of this Agreement or as soon thereafter as is possible. It is understood that immediately upon entry of the Final Judgment the Husband shall be liable for the indebtedness and payments now being made on said motor vehicle(s) and shall be responsible for all insurance, maintenance, upkeep, and repairs of said motor vehicle(s), and for all legal liability or responsibility associated with the vehicle(s), and shall further pay the cost of transferring said motor vehicle(s) from the Wife to the Husband, which is understood to involve the normal transfer fee and cost of a new tag and the Husband further agrees to hold the Wife harmless in regards to all of said payments, and to any liability or legal responsibility associated with said vehicle(s), and if the Wife does incur any costs or expenses in regards to the same as a result of the Husband's failure to do so, the Husband shall reimburse the Wife for said costs and expenses, including attorney's fees and Court costs. The Wife agrees to immediately turn over to the Husband any keys to, or documents regarding, this vehicle that are in her possession or under her control.

15. The 2021 Jeep 392 and Nissan 350Z vehicle presently in the possession of the Wife shall constitute the sole and exclusive property of the Wife and the Husband hereby relinquishes all right, title, and interest he may have therein. The Husband shall execute all those papers, including certificate of title, necessary to transfer the complete ownership of the said motor vehicle(s) to the Wife immediately after the execution of this Agreement or as soon thereafter as is possible. It is understood that immediately upon the entry of the Final Judgment the Wife shall

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be liable for the indebtedness and payments now being made on said motor vehicle and shall be responsible for all insurance, maintenance, upkeep, and repairs of said motor vehicle, and for all legal liability or responsibility associated with the vehicle, and shall further pay the cost of transferring said motor vehicle from the Husband to the Wife, which is understood to involve the normal transfer fee and cost of a new tag and the Wife further agrees to hold the Husband harmless in regards to all of said payments, and to any liability or legal responsibility associated with said vehicle, and if the Husband does incur any costs or expenses in regards to the same as a result of the Wife's failure to do so, the Wife shall reimburse the Husband for said costs and expenses, including attorney's fees and Court costs. The Husband agrees to immediately turn over to the Wife any keys to, or documents regarding, this vehicle that are in his possession or under his control.

16. As his sole and separate property, the Husband shall have sole ownership of all shares in the PCL Employees Holding Limited Employee Ownership Plan free from any right, title, or interest of the Wife. The parties agree that the approximate value of this asset is \$1,272,980.00 as of November 29, 2024.

17. The parties further agree as follows for the party's bank accounts:

a. The Wife shall have as her sole and separate property the Addition Financial accounts ending in 3512, 3513, 2600, 2645, 624, and the True Link Financial Account.

b. The Wife shall have as her separate non-marital property the Wells Fargo Bank accounts ending in 9687 and 1915.

c. The Husband shall have as his sole and separate property the TD Premium Foreign account 4067, TD Checking account 3147, TD Checking account 3159, and TD Wealth account 6957.

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18. The Husband shall have as his sole and separate property the sporting and entertainment equipment at the marital home.

19. The Husband agrees to waive his right to receive from the Wife reimbursement for repairs paid to the marital home in the amount of \$62,438.00 and agrees to waive the credit due him of \$75,000.00 pursuant to the parties Stipulation Agreement.

EQUITABLE DISTRIBUTION EQUALIZING PAYMENT

20. As equitable distribution of property and not as alimony or spousal support, the Husband shall pay to the Wife the sum of \$625,000.00 payable as follows: (A) \$209,000.00 on April 15, 2025, (B) \$208,000.00 on April 15, 2026, and (C) \$208,000.00 on April 15, 2027. This equalizing payment shall be interest free. The Wife shall provide the Husband with wiring instructions so that the Husband can wire the above payments to the Wife on the date they are due.

SELF-EXECUTING NATURE OF TRANSFERS

21. Pursuant to §61.075(4), Florida Statutes, all of the transfers or conveyances of assets reflected in the above section shall be self-executing and, when incorporated by reference into the Final Judgment, this document shall have the effect of a duly-executed instrument of conveyance with regard to all said assets. Notwithstanding the foregoing, the parties agree to execute such further documents as may from time-to-time be reasonably required to evidence or effect the transfers or conveyances of assets provided for herein.

QUALIFIED DOMESTIC RELATIONS ORDERS

22. During the course of the marriage the parties acquired an interest in the Employee 401(k) Thrift Plan of PCL Construction Enterprises, Inc. As of September 30, 2024 the entire account balance amounted to \$1,234,746.00. Of that sum, the parties agree that the Husband made premarital contributions from 1995 through the year 2000 amounting to \$20,265.00. The premarital contribution has grown from 1995 through September 30 2024 and the approximate

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amount of the non-marital contribution is \$71,441.00 Therefore as of September 30, 2024, the marital portion of the account amounts to \$1,163,304.00. The Husband and Wife agree that the premarital portion of the account amounts to approximately 5.79% of the account. Therefore, the parties agree that the account shall be divided in the following manner: a Qualified Domestic Relations Order (hereinafter (QDRO”) shall be prepared and executed by the Court. The Court shall retain jurisdiction to enter the QDRO and any amendments or supplements thereto. As of the date of division the Wife shall be entitled to 47.11% of the account balance on the date of division and the Husband shall be entitled to the remainder of the account balance. The parties shall notify the Administrator of the account and seek that the account be divided as set forth herein. The parties shall divide the account in such a manner that the securities divided shall have the approximate same tax basis and the account shall divided in such a manner as to avoid the payment of taxes for its division. Parties agree that they shall equally pay for the cost of the QDRO and the QDRO will be prepared by Matt Lundy. The parties will each be equally responsible for the total cost with Matt Lundy. Any transfer of the funds from the 401(k) between the parties that is required to carry out the intended equitable distribution of this marital asset is intended to be tax free under the Internal Revenue Code.

23. If a Qualified Domestic Relations Order (QDRO), or its functional equivalent, is necessary to transfer ownership of any profit sharing, 401K, pension, retirement, or similar plans, each party agrees to cooperate in obtaining the Qualified Domestic Relations Order as may be reasonably required by the Plan Administrator, or the drafter of the Qualified Domestic Relations Order, including executing necessary documents and Qualified Domestic Relations Orders (or non-ERISA equivalent type document), and any revisions of the same.

24. The parties agree that they shall equally pay for the cost of such Qualified Domestic

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Relations Order. The Order will be prepared by Attorney Matt Lundy and the parties will each be responsible for 50% of the total bill to Matt Lundy.

25. The parties agree that the Wife secured a pension plan through the State of Florida. The parties agree the value of this plan is approximately \$17,181.00. The parties agree that this asset shall be the sole and separate property of the Wife.

EQUITABLE DIVISION OF THE MARITAL LIABILITIES

26. The parties recognize and understand that this Agreement does not have any effect on their liabilities to any third-party creditors. It is understood that even though one of the parties might agree to be solely responsible for a joint debt, this does not relieve the other party's obligation to a third-party creditor in the event the debt is not actually satisfied by the party assuming the total responsibility for the debt.

27. The Wife covenants and represents that she has not incurred or contracted, nor will she hereinafter incur or contract any debt, charge, or liability whatsoever to which the Husband, his legal representative or his property or estate may become liable, other than as provided for in this Agreement. The Wife further covenants to keep the Husband free and harmless of, and to indemnify him from, any and all unpaid debts, charges, or liabilities previously or hereafter contracted by her or for the account of any other person, except as provided for in the Agreement. The Wife specifically agrees that she will not incur any further charges on the Husband's American Express credit card accounts beginning December 17, 2024, and that the Husband is fully authorized to remove her as an authorized user to make charges on any on the American Express accounts. Furthermore, if required to do so, Wife agrees to sign such documents as necessary to remove herself as an authorized user to make charges on the American Express accounts.

28. The Husband covenants and represents that he has not incurred or contracted, nor

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will he hereinafter incur or contract any debt, charge, or liability whatsoever to which the Wife, her legal representative or her property or estate may become liable, other than as provided for in this Agreement. The Husband further covenants to keep the Wife free and harmless of, and to indemnify her from, any and all unpaid debts, charges, or liabilities previously or hereafter contracted by him or for the account of any other person, except as provided for in the Agreement.

29. The Wife agrees that she shall immediately return to the Husband all credit cards bearing the Husband's name either individually or jointly for the accounts which she understands the Husband will be responsible for in the future. The Wife also agrees to terminate any re-occurring payments that are current on all credit cards the Husband will be responsible for in the future.

30. Other than as set forth specifically herein, each party agrees to assume full financial and legal responsibility for any and all debts and liabilities owed or incurred by him or her, including any obligation assigned to him or her under this agreement, and for any debt or financial or legal obligation associated with any asset that he or she may now own, or that is assigned to him or her under this agreement, or that he or she might acquire in the future as his or her separate property, and shall hold the other harmless in regards to the same, and will indemnify the other for any costs or expenses which the other might incur in regards to the same, including attorney's fees and costs for enforcement of this provision.

31. Except for obligations set forth herein or obligations secured by assets obtained or retained by the parties under this Agreement, no other joint obligations of the parties are known to exist. If a past obligation is discovered, the party who incurred it shall be responsible for its payment and hold the other harmless from any liability therefore.

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TAX CONSIDERATIONS

32. The parties intend and agree that all transfers of property as provided for herein are subject to the provisions of Section 1041, Internal Revenue Code 1984 as amended entitled, "Treatment of Transfers of Property Between Spouses or Incident to Divorce," and that they shall be accounted for and reported on his or her respective individual tax returns in such a manner so that no gain or loss shall be recognized as a result of the division and transfer of the property as provided for herein. Each party shall file his or her Federal tax returns and report his or her income and losses thereon, consistent with the foregoing intent of reporting the division and transfers of property as a non-taxable event.

33. Both of the parties hereto have been advised that there might be certain tax consequences and substantial tax implications as a result of their entering into this Agreement and that they should consult with a tax attorney or certified public accountant to satisfy themselves of said tax consequences prior to the execution of this Agreement. Each party acknowledges that his or her attorney is not an expert in tax matters, that said attorneys have not rendered advice as to the tax ramifications of this Agreement, and that Federal tax laws may dramatically affect the provisions of this Agreement such that the intentions of the parties are not fulfilled. The Husband and Wife both acknowledge that they have been advised to seek separate counseling or tax advice from a certified public accountant or tax attorney and that they have had the opportunity to do so.

34. To the best of his or her knowledge, all income tax due on all joint returns previously filed by the parties is paid in full and no known interest or penalties are due and owing, and no tax deficiency proceeding or audit is pending or threatened.

35. In the event that an audit or tax deficiency occurs for any of the years of the marriage of the parties in which they filed jointly, then the parties shall be responsible to pay any

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taxes, penalties, interest, and fees incurred for a certified public accountant or other representative in any audit or tax deficiency proceedings in proportion to their respective net incomes for the year in issue. Further, they agree to divide any tax refund that might be granted for such years in proportion to their respective net incomes for the year in issue.

36. However, if the audit or tax deficiency is caused by the deliberate or negligent actions of one of the parties, including but not limited to the misrepresentation of their income for the tax year in question, then the party at fault shall assume all liability for and shall be responsible to pay any taxes, penalties, interest, and fees incurred for a certified public accountant or other representative in any such audit or tax deficiency proceedings and shall hold the other party harmless in regards thereto, including payment of attorney's fees and cost in the enforcement of this Paragraph.

37. If either party becomes aware that a deficiency assessment is made in connection with any of the returns already filed jointly, the party so aware shall notify the other party in writing at once, sending copies of all documentation pertaining thereto.

38. If on the last day of any taxable year for which a tax return is due the parties were united in marriage, the parties shall each file a federal tax return as married, filing separately. Each party shall be responsible for any payments due, or be entitled to any refund to be received, from their own separate returns, and shall hold the other party harmless in regards thereto, including payment of attorney's fees and cost in the enforcement of this Paragraph.

ATTORNEY'S FEES AND COSTS

39. The Husband agrees to contribute \$80,000.00 towards the Wife's attorney's fees and costs within thirty (30) days of execution of this Agreement and he shall pay this sum to the Wife. Other than as set forth above, each of the parties hereto agrees to pay his or her own

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attorney's fees, costs, and suit money and interest thereon incurred in connection with this pending dissolution of marriage action.

40. The parties further agree that the prevailing party in any enforcement action shall receive from the non-prevailing party all of the reasonable attorney's fees and court costs, including those incurred in mediation, arbitration and/or through litigation. These attorney's fees and court costs shall be in addition to any other damages that said prevailing party shall be entitled to recover as a result of either party failing to comply with the provisions of this Agreement.

DISCLOSURE

41. The parties represent to each other that each has made a full disclosure to the other of his or her current financial condition.

42. The parties have reviewed the financial information which each of them feels is necessary to evaluate this agreement and they are each satisfied with the information and knowledge that they have regarding all issues of this case. Any further discovery is waived.

43. Each of the parties represents and states each to the other that each has in good faith made a full and complete disclosure to the other of his or her current financial condition (income, assets, and liabilities) and of his or her personal state of health. The parties understand that discovery or additional discovery could have been performed by the attorneys to locate, value, and discover other potential assets and obligations. However, by settling the case with this Marital Settlement Agreement, the parties are releasing the attorneys from further obligation to perform discovery or additional discovery and are settling based on their own personal knowledge. This clause is not a release of the obligation of the parties contained in this paragraph to make a full and complete disclosure to each other.

44. The parties agree to waive compliance with Rule 12.285, Florida Family Law Rules

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of Procedure, which mandates the exchange of financial documents and information between the parties, except as to the filing of Financial Affidavits.

45. The parties further agree that if an action to set aside this Marital Settlement Agreement is filed, neither party shall be entitled to further financial discovery until such time as the Marital Settlement Agreement is actually set aside. The complaining party must be able to return the parties to the status quo prior to this settlement as a condition precedent in order to maintain any cause of action seeking to rescind this Marital Settlement Agreement.

REPRESENTATION

46. Each of the Parties represents that he or she is of sound mind and is healthy. Each party represents to the other that he or she has read this instrument and has had independent legal advice by counsel of his or her own selection in the negotiations of this Agreement and each is signing this Agreement freely and voluntarily, intending to be bound by it. The provisions of this Agreement and its legal effect have been fully explained to the parties by their respective counsel or each of the parties represents he or she fully understands the provisions of this Agreement and its legal effect; each party acknowledges that this Agreement is fair and equitable and that it is being entered into voluntarily and that it is not the result of any duress, intimidation, or undue influence. This Agreement is being entered into for the best interest of the Parties.

47. The Husband acknowledges that he is represented by Mark P. Rabinowitz, Esq. with the O'Mara Law Group located at 221 NE Ivanhoe Blvd., Suite 200, Orlando, Florida 32804, and has been advised concerning his rights and obligations under this Agreement. He acknowledges that his attorney is not an insurer of the terms and conditions of the Agreement and is not an insurer that the Wife will comply with the provisions of the Agreement. The Husband represents that he is fully satisfied with his attorney in all respects, including the amount charged

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for services and costs in connection with this case.

48. The Wife acknowledges that she is represented by David T. Roberts, Esquire, Roberts Family Law, 823 Irma Ave., Orlando, Florida 32803, and has been advised concerning her rights and obligations under this Agreement. She acknowledges that her attorney is not an insurer of the terms and conditions of the Agreement and is not an insurer that the Husband will comply with the provisions of the Agreement. The Wife represents that she is fully satisfied with her attorney in all respects, including the amount charged for services and costs in connection with this case.

DUTY TO PERFORM, MODIFICATION, AND ENFORCEMENT

49. Neither this Agreement nor any provision thereof shall be waived, amended or modified or deemed waived, amended or modified, except by an agreement in writing, and duly signed, subscribed and acknowledged with the same formalities as this Agreement.

50. The failure of the Husband or the Wife to insist in any one or more instances upon the strict performance of any of the terms and provisions of this Agreement shall not be construed as a waiver or a relinquishment for the future of any such terms or provisions, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the Husband or the Wife unless in writing, and duly signed, subscribed and acknowledged with the same formalities as this Agreement.

51. Unless otherwise provided in this Agreement, the Husband and Wife agree to perform all those acts and to execute all those instruments, including but not limited to authorizations, deeds, assignments, releases, waivers, or any other instrument, reasonably requested by the other party that are necessary to give effect to this Agreement within 15 days of the signing of this agreement.

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52. Should it become necessary in the future to effect the sale or transfer of any property belonging to either of the parties each party agrees to promptly sign for the other all papers requisite or necessary to the completion of such transaction. If either party shall fail to comply with the provisions of this paragraph, the Agreement shall constitute an actual grant, assignment, and conveyance of property and rights in such a manner and with such force and effect as shall be necessary to effectuate the terms of this Agreement.

ENTIRE AGREEMENT

53. The parties hereto have incorporated in this Agreement their entire understanding, and no statement, conversation, agreement, understanding, representation, or other matter of whatsoever kind or character which has heretofore occurred or transpired between them, except as herein expressly set forth, shall have any force or effect.

54. Each party represents to the other that he or she understands and agrees that this Agreement constitutes the entire contract of the parties. It supersedes any prior understandings or agreement between them upon the subjects covered in this Agreement. There are no representations or warranties other than set forth in it.

RELEASES

55. 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, 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.

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- b. To share in the other party's estate.
- c. To act as executor or administrator of the other party's estate.

56. Each party hereby releases the other of and from any claims, special equity, demands, dues, debts, rights, or causes of action, except any possible cause of action for dissolution of marriage which either has against the other, and except such claims, special equity, demands, dues, debts, or rights as are provided in this Agreement.

57. Except as set forth specifically herein, each party hereby and forever waives, relinquishes, and releases any and all rights, claims, and interest that he or she may have, past, present, and future, in any and all assets and property of the other party, including but not limited to personal property, real property, corporations, business entities, tangible property, intangible property, retirement benefits, survivor benefits, vested interests, and unvested interest.

MISCELLANEOUS

58. The parties shall not disparage or harass, nor allow or encourage any third party to disparage or harass, the other party. The parties shall not, or allow or encourage any third party to do so, post or place now or in the future any negative, harassing, or derogatory (or the like) statements, photographs, postings (or the like) regarding the other party on any social or electronic media, including but not limited to emails, text messages, Facebook, Twitter, Instagrams (or the like which now exist or such like methods which may exist in the future).

59. The parties recognize the possibility of a reconciliation. It is their intention that a reconciliation, temporary or permanent, or a further separation after any reconciliation, in no way shall abrogate or affect the provisions of this Agreement concerning the settlement or disposition of alimony, support, or property rights between the parties in their respective realty and personality as set forth in this Agreement.

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60. The parties hereto agree that this document is, in fact, the result of joint negotiations between the parties hereto, and that this Agreement shall not be construed more strongly against either party as the sole author of this document.

61. The term "divorce" shall be deemed to include the term "dissolution of marriage" or any other term used by other jurisdiction which effectuate the termination of the Bonds of Matrimony, Bed and Board, etc.

62. The terms and provisions of this Agreement shall constitute a stipulation in this action for dissolution of marriage between the parties and shall be offered in evidence in said action, and if acceptable to the Court, this Agreement shall be incorporated by reference in the final judgment, and the parties shall be ordered to comply with all terms of said Agreement, and the final judgment shall recite that the Court shall retain jurisdiction of the parties to see that they do comply with the terms of this Agreement.

63. This Agreement shall be binding on the heirs, assigns, and personal representatives of the parties and shall at all times be controlled and interpreted by the laws of the State of Florida.

64. The obligations and covenants of this Agreement shall survive any judgment of dissolution of marriage and shall not merge therein, and this Agreement may be enforced independent of such judgment.

65. By execution of this Agreement, each party consents to the entry of a Final Judgment approving, ratifying, and adopting this Agreement as the order of the Court and each does hereby consent to the entry of such Final Judgment ex parte, after approval of the form of the Final Judgment and after receipt of the notice of the hearing for the entry of the Final Judgment.

DS
CH Husband

Initial
TSH Wife

HRYNYK and HRYNYK, Case No.2023-DR-002421-0
MARITAL SETTLEMENT AGREEMENT
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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year set forth above.

By signing under oath below, each party swears or affirms that the information contained in this document is true and accurate and is signing freely and voluntarily, intending to be bound by this Agreement.

Signed, sealed, and delivered in the presence of:

DocuSigned by:
Cory Hrynyk
Cory David Hrynyk
Husband

STATE OF FLORIDA)
COUNTY OF ORANGE)

SWORN TO AND SUBSCRIBED before me, on Tuesday, December 17, 2024, by Husband, COREY DAVID HRYNYK, who has produced a Florida Driver's License as identification.



DocuSigned by:
Brittany Staggs
NOTARY PUBLIC

Signed by:
Theresa Schelling Hrynyk
Theresa Schelling Hrynyk
Wife

STATE OF FLORIDA)
COUNTY OF ORANGE)

SWORN TO AND SUBSCRIBED before me, on Tuesday, December 17, 2024, by Wife, THERESA SCHELLING HRYNYK, who has produced a Florida Driver's License as identification.



DocuSigned by:
Brittany Staggs
NOTARY PUBLIC

DS
CH
Husband

Initial
TSK
Wife

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MARITAL SETTLEMENT AGREEMENT
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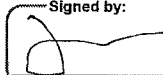
Signed by:



0FE20486F9EE49B...
Mark P. Rabinowitz, Esq.
O'Mara Law Group
Florida Bar No.: 194124
Attorney for Petitioner/Husband

Dated: 12/17/2024 | 6:41 PM EST

Signed by:



41987DB13CF14EE...
David I. Roberts, Esq.
Roberts Family Law
Florida Bar No.: 0079596
Attorney for Respondent/Wife

Dated: 12/17/2024 | 7:21 PM EST

DS

CH

Husband

Initial

TSH

Wife