

MARITAL SETTLEMENT AGREEMENT BETWEEN

DIONNE RICE

And

KENDALL RICE

MARITAL SETTLEMENT AGREEMENT

THIS AGREEMENT, made this _____ day of June 2022, by and between **DIONNE RICE**, currently residing at 4 Dunes Court, Westhampton, Burlington County, New Jersey, hereinafter referred to as "Wife" and **KENDALL RICE**, currently residing at 1066 Prospect Place, Brooklyn, New York, hereinafter referred to as "Husband."

WITNESSETH:

WHEREAS, Husband and Wife were married to each other on August 4, 2001 in a religious ceremony performed in Brooklyn, New York;

WHEREAS, there was one (1) child born during the parties' marriage, namely: Rachel, date of birth, November 30, 2005;

WHEREAS, certain marital differences have arisen between the parties;

WHEREAS, an action is currently pending in the Superior Court of New Jersey, Chancery Division, Family Part, Burlington County under Docket No. FM-03-324-21;

WHEREAS, the parties represent that they each had the benefit of independent legal and expert advice, and the parties have deliberated upon and considered their respective interests and demands and have concluded that it is in the best interests of the parties that the property and financial questions, issues and problems arising from the marital relationship be set and determined;

WHEREAS, Husband has been represented by Shari B. Veisblatt, Esquire, of Obermayer Rebmann Maxwell & Hippel LLP, and Wife has been represented by Patricia Ronayne, Esquire from the law firm of Patricia Ronayne, Esquire P.C. Although Husband's attorney has prepared this document and has reviewed this document with Husband, Wife represents that she

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has reviewed this document with her attorney and had the opportunity to make modifications to the Agreement. This Agreement is largely a decision made between the parties after attending the Matrimonial Early Settlement Panel and several mediation sessions with Michael Fioretti, Esquire. Both parties accept this Agreement as fair and just and reasonable as to their respective individual interest; and

NOW, THEREFORE, in consideration of the promises and the mutual undertakings herein contained, the parties agree as follows:

I. EFFECTIVE DATE

The terms, obligations, and duties set forth in the Agreement will take effect upon the date the within Agreement is executed, unless a different date is set forth in any of the subsequent paragraphs which differ from the date set forth above.

II. SEPARATION

The parties may and shall at all times hereafter live separate and apart for the rest of their natural lives. Each shall be free from interference, authority, and control, direct or indirect, by the other, as fully as if he or she were single and unmarried, and each may reside in such place or places as he or she may select. Neither party shall molest the other, nor compel nor attempt to compel the other to cohabit with him or her. Neither party shall initiate any legal action for the restitution of conjugal rights. Each party shall have privacy in his/her own home and each party may not enter the other parties' home without permission.

III. CHILD

A. Custody: Husband and Wife recognize it is in the best interests of their daughter that the parties shall share joint legal and physical custody of her. The parties agree that Wife will

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be named Parent of Primary Residence (“PPR”) and Husband will be named Parent of Alternate Residence (“PAR”).

1. The parties have given considerable thought to the question of the custody, and to the manner in which the child’s interests may best be served. The parties have concluded it is in the best interests of the child that she continue to have meaningful qualitative and quantitative contact with both parents. In furtherance of those interests, the parties agree that physical custody and responsibility for the care, custody and control of the child shall be held jointly between them.

2. Both Husband and Wife shall exert reasonable effort to maintain free access and unhampered contact between Rachel and the other party and to foster a feeling of affection between her and the other party. Neither party shall do anything to estrange Rachel from the other or injure the child’s opinion as to the other or hamper the free and natural development of the child’s love and respect for the other. In all situations, the best interests of the child are to be regarded and considered as paramount.

3. The parties agree to cooperate with respect to Rachel, so as to advance the child’s health, emotional and physical well-being, as well as give and offer the child the security of both parties’ love and affection. The parties agree not to make any derogatory comments about each other in the presence of, or within earshot of, of the child, and the parties further agree to request their family members, significant others, and friends do the same.

4. Both Husband and Wife shall be entitled to full and complete information from any pediatrician, general physician, dentist, consultant, or other specialist attending to Rachel for any reason whatsoever. Each party shall have the right to communicate with any

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physician, therapist or other professional who may examine, treat or submit any reports concerning the child. Each party shall be entitled to complete information from any such health care professional attending to the child for any reason whatsoever and shall be provided with copies of any reports (whether oral or written) given by the professional within twenty-four (24) hours of receipt. It is not the responsibility of the health care professional to supply those reports (oral or written) directly to both parties; the party receiving any relevant information shall send a copy of any and all reports or communicate an oral report to the other party within twenty-four hours of receipt of same.

5. Both Husband and Wife shall each be entitled to complete information concerning the education of Rachel, including the name(s) of any teacher, tutor, or school giving instruction to the child. Each party shall get copies of all reports from any school which the child may attend for all events for which the parents are invited to participate. Each party receiving any notices of school schedule, teacher notes or report cards with respect to the child shall have an affirmative obligation to supply the other party with a copy within twenty-four (24) hours of receipt. Any verbal communications discussed with only one party must be conveyed to the other party. (For example, if the teacher tells one parent that the child is not doing well in school, and there is no written document evidencing this, then that parent is affirmatively obligated to tell the other parent within twenty-four (24) hours of receipt). All schools which the child attend shall have each party's address, telephone number, and email address.

6. Both parties shall be entitled to reasonable and liberal telephone contact with Rachel when they are with the other party. Rachel shall be entitled to privacy during their telephone contact with each party. It is anticipated that the non-custodial parent will have

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at a minimum one (1) telephone call with Rachel per week at a time to be arranged between Rachel and the parent. In addition, each party shall be entitled to send and receive text messages and other forms of electronic communications with Rachel when she is with the other party.

7. Each of the parties shall be permitted to attend and participate in Rachel's sporting events, school open houses and conferences, school functions, school performances, and all other activities, functions and lessons of the child that take place outside of a party's residence. The parties shall continue to exchange all sports and activity schedules and communicate regarding any changes to same.

B. Parenting Time Schedule: The parties agree that they shall work cooperatively to effectuate a parenting time schedule for Rachel with the assistance of Dr. Donald Franklin. The parties agree that they shall be flexible in adjusting any parenting time schedule to accommodate the respective schedules of the parties as well as Rachel's schedule. The parties agree that the primary focus at all times with respect to the parenting time schedule will be the best interests of Rachel.

The parties recognize that Husband is currently not exercising parenting time with Rachel. It is the parties' goal, with the assistance of Dr. Franklin, their Reunification Therapist, to re-establish a relationship between Husband and Rachel. Therefore, the parties will continue to engage in Reunification Therapy with Dr. Donald Franklin until this goal can be achieved.

The parties shall be equally responsible for Dr. Franklin's fees. However, to the extent that one party fails to participate in a scheduled session with Dr. Franklin, that party shall be responsible for the cost of the missed scheduled session.

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C. Holiday Parenting Time: The parties agree that they shall work cooperatively to effectuate a holiday parenting time schedule for Rachel with the assistance of Dr. Donald Franklin.

D. Vacation Parenting Time: The parties agree that they shall work cooperatively to effectuate a vacation parenting time schedule for Rachel with the assistance of Dr. Donald Franklin. The party seeking to exercise vacation time with the child shall provide the other party no less than thirty (30) days' advanced written notice, which shall include the location of the vacation, the flight/travel itinerary, and emergency contact information. The parties agree they shall work cooperatively to coordinate their respective vacation plans so neither party's vacation interferes with the vacation time of the other. However, in the event there is a conflict between the parties with respect to vacation time, Wife shall have first pick in even-numbered years and Husband shall have first-pick in odd-numbered years.

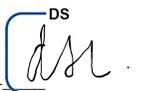
E. Child Support: As a global resolution to this matter, the parties agree Husband shall provide child support in the amount of \$331 per week pursuant to the New Jersey child support guidelines attached at **Exhibit A**, effective the date of the entry of the Final Judgment of Divorce. It is further agreed that Husband will continue to pay this amount for the next five (5) years, if Rachel remains unemancipated, and then he will pay \$354 per week in child support when Wife's alimony obligation decreases as set forth in the alimony section herein. See guidelines at **Exhibit B**. These two child support figures consider Husband's contribution toward Rachel's private school education and as such he will not be responsible for any payments for Rachel's private school expenses. As set forth herein, Wife will provide Husband with \$800 per week in alimony. Therefore, instead of Husband providing Wife with \$331/week in child support and Wife providing Husband with \$800 per week, the parties agree that Wife shall provide Husband with

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\$469 per week in support payments, i.e. \$800 per week - \$331 per week = \$469 per week. The \$469 per week will be paid through the Burlington County Probation Department. The parties shall work together to establish a Probation Account. While the Probation Account is being established (which could take months) Wife shall provide direct support payments to Husband. Husband will complete the Direct Pay form to acknowledge that payments he received from Wife while the account is being established.

F. Unreimbursed/Uncovered Medical, Prescription, and Dental Expenses: As part of a comprehensive settlement of this matter the parties shall divide any and all unreimbursed medical expenses incurred on behalf of Rachel in proportion to his/her income after Wife pays the first \$250 per year toward same. Once the first \$250 per year of unreimbursed medical expenses has been reached, Wife shall provide Husband with notification of additional costs which shall include a receipt/bill/invoice confirming the cost of the expenses within fourteen (14) days. Husband shall then reimburse Wife with his 41% share within fourteen (14) days of receipt of the notification and proof of costs. The child's unreimbursed/uncovered medical and related expenses, which shall include, but not be limited to medical, dental, orthodontic, optical, psychological/psychiatric, chiropractic, glasses/contacts, hospital and prescription expenses. At present, Wife will pay 59% and Husband will pay 41% of Rachel's unreimbursed expenses.

G. Medical Insurance Coverage for the child: Wife shall continue to maintain medical insurance for Rachel under her policy with her employer. Wife's current employer-provided coverage includes the following: medical, prescription drug, vision and dental. If Wife he loses that job or coverage, and Husband has health insurance coverage for Rachel, Husband shall cover Rachel under his health insurance plan. If neither party is able to obtain coverage, the parties will

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share the costs of health insurance coverage for their child based on their net income percentages as defined on line seven (7) of the child support guidelines at that time.

H. Tax Benefits/Dependency Exemptions: Commencing with the parties' 2022 tax filings, the parties shall share any and all Child Tax Credit/Tax Benefits/Dependency Exemptions for Rachel. Specifically, Wife shall claim Rachel for tax purposes in even-numbered years. In odd-numbered years, Husband shall claim Rachel for tax purposes so long as Husband has earned sufficient income to be eligible for the exemption. Both parties agree to execute and deliver, on an annual basis, Internal Revenue Service Form 8332 – Release of Claim to Exemption for Child of Divorced or Separated Parents, or such other form as may be necessary to permit the parent of alternate residence to claim the exemption and effectuate the terms of this Agreement by January 31st.

I. Life Insurance for the Benefit of the Child: To insure their respective obligations to contribute toward the support needs of Rachel, each party shall maintain life insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000), naming the child as the beneficiary and the other party as Trustee on the child's behalf. The parties' obligation to maintain life insurance for the benefit of the child shall terminate as upon the child's emancipation.

The parties acknowledge the life insurance death benefit payable to the intended beneficiary under this agreement is intended to replace obligations for the child had the other party survived. The following terms and conditions shall apply to each party's life insurance policy:

(i) Both parties' obligation to maintain life insurance on his/her respective life with the child as beneficiary shall terminate upon the emancipation of the child.

(ii) The policies maintained by Husband and Wife shall be loan free and not encumbered in any way.

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(iii) Within ninety (90) days of the entry of a Final Judgment of Divorce, Husband and Wife shall exchange verification of their respective life insurance policies, including but not limited to death benefit, proof of beneficiary, and trustee designations as required above for said life insurance policies.

(iv) If requested by the other party, Husband and/or Wife shall sign such paperwork or authorizations to have the provider of the life insurance policies supply directly to the other party copies of the policy and notice of cancellation of policy benefits to ensure that uninterrupted life insurance protection at the coverage levels and beneficiary designation agreed to above.

(v) If there is a default in the policy premium by either Husband or Wife, the other party may cure the default by payment of the premium due. The defaulting party shall be responsible for reimbursing the other party for this expense, including any penalties, costs, and reasonable attorney fees that are incurred as a result of the other party's non-compliance.

(vi) The insurance policy premiums to be paid by Husband and Wife for the life insurance required by this Agreement shall not be taxable or tax deductible to either party.

(vii) Husband and Wife specifically understand and acknowledge that his/her attorney has no responsibility and will not be monitoring the status of the life insurance coverage to be maintained by the other party pursuant to the terms of this Agreement. Instead, both Husband and Wife acknowledge that he/she is accepting responsibility for purposes of monitoring the policies on his/her own. Furthermore, neither Husband nor Wife's attorney will be responsible for any losses Husband or Wife suffers as a result of Husband/Wife's failure to insist on annual verification of the other party's life insurance policy, coverage amount and beneficiary designation.

(viii) In the event of either party's death prior to termination of his/her life insurance obligation pursuant to the terms of this Agreement, if either Husband or Wife has failed to comply with the provisions of this paragraph requiring life insurance protection at the time of his/her death, his/her estate shall then be responsible for providing to the beneficiary, the amount necessary to satisfy the lack of insurance or any shortfall in insurance coverage. Same shall serve as a lien on the estate and shall supersede any contrary provisions in either Husband or Wife's last Will and Testament, or any other testamentary or trust document. No Will, Codicil, Trust or substitutions shall diminish the responsibility of Husband and Wife and his/her estate under this paragraph.

(ix) Each year thereafter on the anniversary of entry of the parties' Final Judgment of Divorce, the parties shall exchange annual verification of the existence of his/her life insurance policy and beneficiary designation as required by the terms of this Agreement.

J. The Brearley School : The parties agree and acknowledge that Rachel is currently attending the Brearley School for high school. Both parties shall cooperate and timely provide all

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requested financial information to the Brearley School in a timely fashion when the school requests.

K. Secondary Education: The parties acknowledge they may have an obligation to contribute toward Rachel's college-related expenses; however, they are not prepared to determine their respective financial obligations, if any, at this time. Notwithstanding same, the parties agree the child shall apply for all forms of income and non-income dependent financial aid, loans, grants, scholarships and work study each year that they are going to college. If monies remain due and owing for the child's undergraduate educational expenses after application of all such financial aid, loans, grants, scholarships and work study funds have been applied toward such expenses each year, and the funds from any 529 Plans or other accounts established for the child's college education expenses have been exhausted, the parties shall discuss and attempt to agree upon their respective contributions toward same, if any. The parties shall also discuss whether or not the child will have any responsibility to contribute toward monies that remain due and owing for their undergraduate educational expenses beyond any loans that the child may take in the child's own name.

If the parties cannot reach an agreement as to their respective obligations, if any, to contribute toward the child's college-related expenses, their respective obligations shall be determined by the Superior Court of New Jersey pursuant to then-existing statutory and case law. The respective responsibility of each party, if any, shall be determined in consideration of each party's then-existing financial circumstances (i.e. each party's assets, liabilities, and incomes at the commencement of each year of the child's undergraduate education), after all forms of income

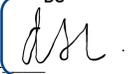
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and non-income dependent financial aid, loans, grants, scholarships and work study and the funds noted in this Section have been applied toward the obligation.

The parties shall cooperate to timely submit all FAFSA form(s) and all other documentation necessary to make timely application for all available financial aid, loans, grants, scholarships and work study programs. The parties shall timely provide one another with copies of all FAFSA form(s), and other such related documents, as well as updates as to the status of applications for all available financial aid, loans, grants, scholarships and work study programs and the outcome of all such applications. If the college requests information from either parent in conjunction with the child's application for available financial aid, loans to the child, grants, scholarships and work study programs, that parent shall provide the requested information to the college within the time period set forth by the college. That parent shall then send an email to the other parent advising that the information was submitted to the college.

The parties shall consult and discuss with one another in advance of the child's applications to and acceptance of admission to collect. The choice of college shall be based upon the following factors: child's aptitude, the particular program offered, any scholarship or financial aid package awarded, the financial means of the parties and the child, and the ability of the parties and the child to contribute to the uncovered portion of costs. For purposes of this Agreement, "college-related expenses" are defined as college tutoring fees, SAT and related college placement test fees and preparation courses, college application fees, room and board, meal plan, tuition, books, all student matriculation, registration, college, lab and/or miscellaneous fees, technology fees (computer, printer and applicable software), travel to and from school, tutoring and academic support.

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L. Emancipation Event: Other than as set forth herein, both parties' obligations to make contributions toward Rachel's support shall terminate at such time as she is emancipated, which, according to present New Jersey law, states:

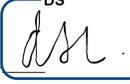
Unless otherwise provided in a court order or judgment, the obligation to pay child support shall terminate by operation of law without order by the court on the date that a child marries, dies, or enters the military service. In addition, a child support obligation shall terminate by operation of law without order by the court when a child reaches 19 years of age unless:

- (a) The child is still enrolled in high school or another secondary educational program;
- (b) The child is a student in a post-secondary education program and is enrolled for the number of hours or courses the school consider to be full-time attendance during some part of each of any five calendar months of the year; or
- (c) The child has/had a physical or mental disability, as determined by a federal or State government agency that existed prior to him reaching the age of 19 and requires continued support.

Additionally, Husband's and Wife's obligation to support Rachel shall terminate upon Husband's and Wife's death. However, nothing herein shall be deemed to relieve either party's estate of any obligation incurred hereunder by Husband or Wife prior to his/her death. Thus, any support or the child's expenses that shall be due as of the date of Husband's or Wife's death shall continue to be payable, although there shall be no obligation to make payments for any time period after his/her date of death. No will, codicil or substitutions shall change either party's responsibility or that of his/her estate under this paragraph.

IV. ALIMONY AND SUPPORT OBLIGATIONS OF THE PARTIES

A. Preliminary Statement: The parties acknowledge and understand their rights with respect to alimony and support pursuant to N.J.S.A. 2A:34-23 and understand their rights and

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obligations as they currently exist regarding alimony and support, which has been explained to the parties by their respective attorneys and/or the parties have had an opportunity to discuss this rationale with counsel of their choosing. For support purposes, the parties have agreed Wife's gross annual income is approximately \$226,700 and Husband's imputed annual income is approximately \$38,000¹.

B. Alimony

1. Limited Duration Alimony from Wife to Husband: As a global resolution between the parties and based on the parties' current circumstances, Wife has agreed to pay and Husband has agreed to accept Limited Duration Alimony ("LDA") for a period of ten (10) years. For the first five (5) years of the LDA term Wife shall provide Husband with \$800 per week (\$41,600 annually) in spousal support. The parties agree that Wife's support obligation shall be effective as of the entry of the Final Judgment of Divorce on June 15, 2022. Since Wife is paid on a bi-weekly basis, Wife's first payment to Husband shall be on June 23, 2022 in the amount of \$1,600 (which accounts for \$800 due on June 15, 2022 and \$800 due on June 23, 2022). Upon the conclusion of the last day of the 5th year, and for the remainder of the term, Wife's LDA obligation shall decrease to \$600.00 per week (\$31,200 annually). Alimony shall be paid via direct paythrough the Burlington County Probation Department. The parties shall comply with the Burlington County Probation Department to establish a probation account. In the event Wife is late and/or misses one (1) payment alimony shall automatically be payable via wage garnishment. Additionally, in the event Wife accrues arrears, same shall be paid down at a rate of \$300 per week.

¹ The parties recognize that Wife's alimony obligation is in two parts and the second five years Husband's gross imputed annual income is \$75,000.

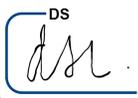
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Wife's alimony obligation to Husband shall terminate upon one of the following events: (a) death of Husband; (b) death of Wife; (c) Husband's remarriage; or (d) upon the conclusion of ten years of LDA payments.

2. Waiver of Alimony from Husband to Wife: For the mutual promises and covenants contained herein, Wife hereby permanently and irrevocably waives any and all claims for past, present, and future support, maintenance, and/or alimony against Husband arising out of the marriage.

3. Tax Effect of Payments: Wife's alimony payments shall be non-tax deductible to Wife and non-taxable to Husband for federal and state tax purposes. If by reason of legislation, authoritative judicial or administrative interpretation, any of these tax consequences are changed (including but not limited to changes implemented via the IRS or any other governing entity), this Agreement shall be subject to review for the purposes of offsetting the resulting shift in income tax burdens between the parties. The parties shall attempt to amicably resolve any such issues between them, and/or through counsel. If the parties' good faith attempts at renegotiation are unsuccessful, either party may apply to a court of competent jurisdiction to restore the intended net income after taxes of each party.

4. Lifestyle Acknowledgement: Both parties acknowledge that they lived a middle class lifestyle during the marriage. Both parties further acknowledge they have been advised as to the New Jersey Supreme Court holding in Crews v. Crews, 164 N.J. 11 (2000), and the New Jersey Appellate Division decision in Cox v. Cox, 335 N.J. Super. 465 (App. Div. 2000). Both parties have waived the right to have the Court make findings regarding marital lifestyle at the time of the entry of the Final Judgment of Divorce. The parties disagree as to whether or not,

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based upon the disposition and resolution of the support, financial, and economic issues as set forth herein, the parties will be able to maintain a lifestyle reasonably comparable to the marital standard of living as it existed during the course of the parties' marriage. The parties nonetheless desire to enter into this Agreement and finalize their divorce under these terms with this lack of mutual understanding. Each of the parties is satisfied that entering into the terms and provisions of the within Agreement is in each of their respective best interests at this time.

5. Case Information Statements: The parties acknowledge that both have prepared a Family Case Information Statement (CIS) during the mediation process. Both parties agree to maintain their CISs and all documents that provide historical proofs as to the marital lifestyle.

C. Life Insurance: Wife shall secure a life insurance obligation in the amount of \$364,000 naming Husband as the irrevocable beneficiary of same. After three years of maintaining this policy and so long as Wife does not have any alimony arrears, she shall be permitted to reduce the amount of her coverage annually by an amount equal to her annual obligation for the prior calendar year (i.e. \$800 per week x 52 weeks= \$41,600 per year). The parties acknowledge the security/life insurance death benefit payable to Husband under this agreement is intended to replace Wife's LDA payments Husband would have received had Wife survived. The following terms and conditions shall apply to Wife's life insurance and security obligation as set forth in this section:

(i) The security/policy maintained by Wife shall be loan free and not encumbered in any way.

(ii) Within thirty (30) days of execution of this Agreement, Wife shall provide proof of his life insurance policy, including but not limited to death benefit and proof of

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beneficiary as required above for said life insurance policy. If Wife made a misrepresentation whatsoever on the application for the life insurance policy, Wife shall immediately take all steps necessary to correct the misrepresentation to ensure that the coverage remains in full force and effect and to protect said policy from rescission of coverage by the insurance carrier on the basis of misrepresentation.

(iii) Wife shall sign such paperwork or authorization to have the provider of the life insurance policy supply directly to Husband a copy of the policy and notice of cancellation of policy benefits to ensure that uninterrupted life insurance protection at the coverage levels and beneficiary designation agreed to above.

(iv) If there is a default in the policy premium by Wife, Husband may cure the default by payment of the premium due. Wife shall be responsible for reimbursing Husband for this expense, including any penalties, costs, and reasonable attorney fees that are incurred as a result of Wife's non-compliance.

(v) The insurance policy premiums to be paid by Wife for the life insurance required by this Agreement shall not be taxable or tax deductible to either party.

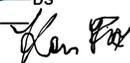
(vi) Husband and Wife specifically understand and acknowledge that his/her attorney has no responsibility and will not be monitoring the status of the life insurance coverage/security to be maintained by Wife pursuant to the terms of this Agreement. Instead, both Husband and Wife acknowledge that he/she is accepting responsibility for purposes of monitoring the policies on his/her own. Furthermore, neither attorney will be responsible for any losses Husband suffers as a result of Husband's failure to insist on annual verification of Wife's life insurance policy/security, coverage amount and beneficiary designation.

(vii) In the event of Wife's death prior to termination of her security/life insurance obligation pursuant to the terms of this Agreement, if Wife has failed to comply with the provisions of this paragraph requiring security/life insurance protection at the time of her death, her estate shall then be responsible for providing to the beneficiary, the amount necessary to satisfy the lack of insurance or any shortfall in insurance coverage/security. Same shall serve as a lien on the estate and shall supersede any contrary provisions in Wife's last Will and Testament, or any other testamentary or trust document. No Will, Codicil, Trust or substitutions shall diminish the responsibility of Wife and her estate under this paragraph.

(viii) Each year thereafter on the anniversary of entry of the parties' Final Judgment of Divorce, Wife shall provide to Husband annual verification of the existence of her life insurance policy and beneficiary designation or proof of the assets she has secured and designated for Husband's benefit as required by the terms of this Agreement.

(ix) If Wife's term policy ends before her LDA obligation is terminated, Wife shall maintain sufficient security for her LDA obligation to Husband until same has concluded by way of a Court Order or upon a terminating event detailed in paragraph III(B)(1) above. In

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addition, the parties acknowledge that upon expiration of Wife’s current term life insurance policy as described herein, Wife may not qualify for substitute life insurance as a result of her age and health at that time but shall be required to maintain comparable sufficient security for her remaining LDA obligations to Husband.

D. Health Insurance and Unreimbursed Healthcare Expenses: Effective upon entry of the parties’ Final Judgment of Divorce, each party shall be solely responsible for his/her own health insurance coverage. “Health” insurance coverage shall include medical, dental, prescription, optical insurance coverage.

More specifically, for the mutual promises and covenants herein contained, Wife hereby permanently and irrevocably waives all past, present and future rights she might otherwise have to require Husband to provide for or contribute toward her ordinary and extraordinary medical, dental and prescription expenses. Similarly, for the mutual promises and covenants herein contained, Husband hereby permanently and irrevocably waives all past, present and future rights he might otherwise have to require Wife to provide for or contribute toward his ordinary and extraordinary medical, dental and prescription expenses and health insurance costs. It is the intention of this Agreement that each party shall be solely responsible for his or her own past, present and future ordinary and extraordinary medical, dental and prescription needs.

Wife further agrees to maintain health insurance coverage for the parties’ child until the child is no longer eligible to be covered under Wife’s plan (i.e. at age 26) or upon the child obtaining their own independent and separate health insurance coverage, whichever occurs first.

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V. **EQUITABLE DISTRIBUTION**

A. **Real Property**

1. **4 Dunes Court Westhampton, New Jersey**

a. **Description:** The former marital home located at 4 Dunes Court, Westhampton, New Jersey has a value of approximately of \$430,000 as of July 19, 2021. The property is currently encumbered by a mortgage. A copy of the mortgage balance is attached at **Exhibit C.**

b. **Disposition:** As a global resolution to this matter, the parties have agreed that Wife shall retain this residence free and clear from any interference on the part of Husband and that she shall provide Husband with sixty thousand dollars (\$60,000) within thirty (30) days of the entry of the Final Judgment of Divorce. The parties hereby agree that Husband's receipt of the \$60,000 shall be a tax free equitable distribution transfer from Wife to Husband. The parties further agree that Husband's receipt of \$60,000 represents Husband's share of the equity in the former marital home, as well as his *Mallamo* credit and an unequal distribution of the credit card debt. Wife agrees to be responsible for any and all expenses associated with her retention of the former marital residence and she shall indemnify and hold Husband harmless for same.

2. **Jamaica, NY Property**

a. **Description:** The Wife's mother owns a rental property in Jamaica, NY located at 145-26 Ferndale Ave. This property is currently being held in Trust by the Wife's mother which names the Wife, the parties' daughter Rachel, the Wife's brother and the Wife's brother's daughter as the beneficiaries on same.

b. Disposition: As a global resolution of this matter, the parties agree that Wife shall retain this asset without any right, title, claim or interest from the Husband and without any offset to him.

3. South Carolina Property

a. Description: Husband owns 1 acre of land in Georgetown County, South Carolina. The property address is Minnie Way in Rice Town. The parcel number is 03-0421-050-12-00. There is no building value and the land value as of June 25, 2021 is \$5,000.

b. Disposition: As a global resolution of this matter, the parties agree that Husband shall retain this asset without any right, title, claim or interest from the Wife and without any offset to her.

B. Personal Property: The parties shall attempt to agree upon the distribution of the personal property acquired during the marriage within the thirty (30) days of the entry of the Final Judgment of Divorce. If the parties cannot agree upon the distribution of their personal property, the parties agree they shall participate in Binding Arbitration with a mutually agreed upon Arbitrator and the costs shared equally (50/50) between the parties. Upon agreement of the parties, or completion of the Arbitration process, each party shall retain his/her personal property free and clear of any right, title, claim, or interest on the part of the other party by way of equitable distribution or otherwise.

C. Automobiles: As part of a global resolution to this matter, each party shall retain his/her respective vehicles free and clear of any right, title or interest of the other party and shall be solely responsible for any automobile payments and maintenance for his/her retention of same. Effective the entry of the Final Judgment of Divorce, each party shall be solely responsible for

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his/her own car payments, automobile insurance, registration, maintenance fees, gas, commuting expenses and the like.

D. Bank Accounts: Each party shall retain the bank accounts in his/her own individual name without credit due and owing to the other party. The parties represent that they do not maintain a joint bank account.

E. Retirement Accounts:

1. The parties have the following retirement accounts: (a) Wife's Wells Fargo 401(k) (approximately \$24,464) (b) Wife's Wells Fargo Pension (\$48,507); and (c) Wife's Israel Discount Bank retirement plan via Fidelity in the approximate amount of \$33,938.

2. In consideration of the mutual promises and covenants contained herein, the parties agree that they will retain Matthew Lundy, Esquire to divide the marital coverture portion of the above retirement accounts and they shall be divided 50/50 plus or minus any gains and losses through the date of distribution. Marital coverture shall be defined as date of marriage (August 4, 2001) through date of complaint (September 11, 2020). The parties will equally divide Mr. Lundy's fees.

3. If Wife removed any funds/took any loans from the above referenced retirement accounts after the Complaint for Divorce was filed, those funds will be added back to the account(s) for distribution purposes.

Husband represents that except as set forth above, he did not acquire an interest in any other retirement accounts during the marriage which is subject to equitable distribution. Wife represents that she did not acquire an interest in any other retirement accounts during the marriage which would be subject to equitable distribution. If, in the future, it is determined that either party

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acquired an interest in any retirement accounts that should have been disclosed, but were not disclosed herein to the other party prior to execution of this Agreement, then, in that case, the party from whom the non-disclosed accounts were withheld shall have the right to apply to any court of competent jurisdiction for any and all relief to which he or she may be entitled under the law, including but not limited to, a modification of the terms of this Agreement and counsel fees.

VI. DEBTS

A. Credit Cards: As a global resolution to this matter, the parties shall each be responsible for the credit card debts in his/her individual name and they shall hold harmless and indemnify the other party from any and all liabilities that may stem from his/her retention of same. The parties warrant and represent that they do not have any joint credit card debt.

B. Husband's Student Loans: As a global resolution to this matter, Husband shall be solely responsible for the repayment of his student loans, which are premarital in nature, and as of January 29, 2021 had a balance of \$40,603. Husband shall indemnify and hold Wife harmless in the event of default of these loans.

C. General Responsibility for Debts:

1. If either party has incurred an undisclosed debt or obligation, the party having incurred such undisclosed debt will be solely responsible for same and, in the event that the non-responsible party is called upon to make any payment or contribution toward the same, the party having incurred such undisclosed debt will indemnify and hold the non-responsible party harmless from any obligation thereon.

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2. Except as set forth herein, each party shall be solely responsible for all of his/her debts in his/her respective names currently outstanding and in the future and shall indemnify and hold the other party harmless from any obligation thereon.

D. Additional Provisions Regarding Debts: Effective upon the signing of this Agreement, neither party shall be permitted to utilize credit cards issued in the other party's name. Except as otherwise specifically set forth herein, Husband shall be responsible for payment of all debts and liabilities which he has incurred, and he shall save and hold Wife harmless for payments of any such debts or liabilities. Except as otherwise specifically set forth herein, Wife shall be responsible for payment of all debts and liabilities which she has incurred, and she shall save and hold Husband harmless for payments of any such debts or liabilities. If either party must obtain legal counsel to defend against creditors as a result of the other party's default in payment hereunder, the defaulting party shall indemnify and pay the reasonable counsel fees and costs of the other party.

The parties hereby warrant and represent that they have not incurred any debts for which the other may be responsible. If either party has incurred an undisclosed debt or obligation, the party having incurred such undisclosed debt will be solely responsible for same and, in the event that the non-responsible party is called upon to make any payment or contribution toward same, the party having incurred such undisclosed debt will indemnify and hold the non-responsible party harmless from any obligation thereon.

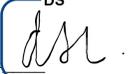
Both parties represent and warrant to each other that they will not hereafter incur or contract any debts or obligations for which the other or the other's estate may be liable. Except as otherwise specifically set forth herein, each party shall be solely responsible for all of his/her

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debts in his/her respective names currently outstanding and in the future and shall indemnify and hold the other party harmless and indemnify him or her from any obligation thereon. If Husband caused any judgments and/or liens to be placed against any assets which Wife is retaining under this agreement or which are in the process of being placed on same, he shall be solely responsible for same and Husband shall indemnify Wife and hold her harmless thereon. If Wife caused any judgments and/or liens to be placed against any assets that Husband is retaining pursuant to this Agreement, Wife shall be solely responsible for same and she shall indemnify and hold Husband harmless thereon. If there are any joint credit cards or credit cards in one spouse's name on which the other spouse is named as an authorized user of the account, all steps shall be taken immediately to close said account and/or remove the other spouse's name as the authorized user on the credit card. Each party's acceptance of the aforementioned debt shall be considered a support obligation and therefore, non-dischargeable in bankruptcy pursuant to DiGiacomo v. DiGiacomo, 256 N.J. Super. 404 (1992).

VII. EXPERT AND ATTORNEY'S FEES AND COSTS

A. As part of a global resolution of this matter and except as otherwise specifically set forth herein, each party shall be solely responsible for the payment of his and her respective expert and attorney's fees, costs and disbursements incurred in conjunction with these divorce proceedings, including but not limited to costs incurred in conjunction with the negotiation, preparation and execution of this Agreement and in connection with the pending action for the dissolution of the marriage. Each of the parties waives any and all claims against the other for the recovery of such attorney and expert fees and costs.

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B. In the event that either party should, in the future, seek relief for enforcement of litigant's rights or for any other relief related to this Agreement, either party may apply to the Court for counsel fees and costs in connection with any such future proceedings.

VIII. TAXES

A. The parties acknowledge that they have been advised that there may be certain tax consequences pertaining to this Agreement and that each party has been directed and advised to obtain independent tax advice from a qualified tax accountant or tax counsel prior to executing this Agreement.

B. Commencing with the 2021 tax year and each year thereafter, the parties shall file separate tax returns.

C. In the event of an audit for any of the years that the parties jointly filed, Husband and Wife, with notice to the other, shall be empowered to respond to any audit or tax notice, and the other party shall cooperate with same. If either party receives any tax notice of any kind, he/she shall immediately provide a copy of said notice to the other. Husband and Wife shall be entitled to receive all information and documentation with respect to any audit or tax notice. If it is determined that there are monies/taxes owed as a result of the under-reporting of income by one party, the under-reporting party shall be solely responsible for the tax penalties that result from same.

IX. GENERAL PROVISIONS

A. Disposition of Estate: Other than as set forth herein, each party releases and relinquishes any and all claims and rights that he or she may have had, may now have, or may hereafter acquire:

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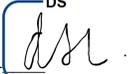
(i) To share in any capacity or to any extent whatsoever in the estate of the other, whether by way of distribution, in intestacy or election to take against or under the other party's Last Will and Testament or otherwise; and

(ii) To act as executor or administrator of the other party's estate or to act in regard to the probate of the other party's Last Will and Testament in any manner whatsoever.

Despite the language in the above paragraphs, each of the parties hereto shall have the right to make and execute such Last Will and Testament after the date of this Agreement as he or she may deem proper, and may make such disposition of his or her estate, in his or her lifetime, or after his or her death, as he or she may see fit, said estate real or personal or of whatsoever description, and where-so-ever the same may be situated, any provision of law of the State of New Jersey, or elsewhere, now or hereafter in force, notwithstanding.

B. Mutual Releases: Except as herein to the contrary provided, the parties hereto shall and do hereby mutually remise, release and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may hereafter have against the other, upon or by reason of any matter, cause or thing up to the date of the execution of this Agreement, it being the intention of the parties hereto that henceforth there shall be, as between them, only such rights and obligations as are specifically provided in this Agreement.

C. Incorporation Into Judgment: If either party shall hereafter obtain a Judgment of Divorce against the other, this Agreement and the provisions hereof shall, by reference or otherwise, be incorporated in and become part of said Judgment, and the party obtaining such Judgment shall not incorporate, attempt to incorporate, or cause to be incorporated, any provision

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in such Judgment contrary to or at variance with the terms of this Agreement, nor will either party attempt to enforce any Decree of Judgment which is contrary to or at variance with the provisions hereof.

D. Survival of Agreement: This Agreement shall be binding and obligatory upon the parties, notwithstanding any Judgment recovered by either of them against the other in any action for divorce or any Judgment made therein, in the State of New Jersey, or elsewhere, and each and every paragraph and provision hereof shall not merge with but shall survive such Judgment, notwithstanding that such Judgment may incorporate only a portion or part of this Agreement, and notwithstanding that the parties may be subsequently, in any such action, enter into a stipulation embodying or incorporating only a part or portion of this Agreement.

E. Disclosure: Both the legal and practical effect of this Agreement in each and every respect, and the financial status of the parties is fully understood by both parties; and they both acknowledge that it is an acceptable fair Agreement and is not the result of any fraud, or undue influence exercised by either party upon the other or by any other person(s) upon either; and they further agree that this Agreement contains the entire understanding of the parties. There are no representations, promises, warranties, covenants, or undertakings other than those expressly set forth herein. Each party represents that neither has any interest in any assets of any kind whatsoever which are not specifically referred to in this Agreement and that each is familiar with the assets, debts and income of the party and waives any further discovery from the other.

F. Non-Waiver: The failure of either of the parties to insist, in any one or more instances, upon a strict performance of any of the covenants or provisions of this Agreement shall

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not be construed as a waiver or a relinquishment for the future of such covenant or provision, but the same shall continue and remain in full force and effect.

G. Effectuation: Each of the parties covenants and agrees to do all acts and to execute, acknowledge and deliver to the other of them any and all papers, documents, instruments and writings that may be reasonably required to effectuate the objects and purposes of this Agreement.

H. Legal and Expert Advice

(i) Legal Advice of Wife: Wife states and acknowledges that she entered into this Agreement only after she had an opportunity to seek the advice of counsel to explain: the legal rights and obligations of the parties; the range of possible outcomes in the event of a trial; the legal effect of each of the provisions of the Agreement; the duty to make a full and accurate financial disclosure; and her right to further discovery, including, without limitation, appraisals of all assets.

Wife acknowledges that she was represented by Patricia Ronayne, Esquire of the Law Offices of Patricia Ronayne, Esq, P.C. She further acknowledges that she is satisfied with the services of her attorney; she has had sufficient opportunities to discuss the terms of this Agreement and their consequences with her attorney and she understands both the legal and practical effect of this Agreement in each and every respect; this Agreement has been fully explained to her by her attorney; she has been advised of her right to trial; and she has been advised that her attorney is not an expert in the area of tax law. Consequently, Wife has been advised of her right to have this agreement reviewed by a CPA to discuss the tax consequences associated with this agreement prior to or after entering into same.

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(ii) Legal Advice of Husband: Husband states and acknowledges that he entered into this Agreement only after his attorney advised and counseled him as to: the legal rights and obligations of the parties; the range of possible outcomes in the event of a trial; the legal effect of each of the provisions of the Agreement; the duty to make a full and accurate financial disclosure; and his right to further discovery, including, without limitation, appraisals of all assets.

Husband acknowledges that he was represented by Shari B. Veisblatt, Esquire of the law firm of Obermayer Rebmann Maxwell & Hippel LLP. He further acknowledges that he is satisfied with the services of his attorney; he has had sufficient opportunities to discuss the terms of this Agreement and their consequences with his attorney and he understands both the legal and practical effect of this Agreement in each and every respect; this Agreement has been fully explained to him by his attorney; he has been advised of his right to trial; and he has been advised that his attorney is not an expert in the area of tax law. Consequently, Husband has been advised of his right to have this agreement reviewed by a CPA to discuss the tax consequences associated with this agreement prior to or after entering into same.

I. Interpretation: This Agreement shall be interpreted, governed, and enforced in accordance with the laws of the State of New Jersey regardless of the jurisdiction in which the parties may reside.

J. Reconciliation: This Agreement shall not be invalidated or otherwise affected by a temporary reconciliation between the parties or a resumption of marital relations between them unless said reconciliation or said resumption be accompanied by a written statement signed by the parties with respect to said reconciliation and resumption and, in addition, setting forth that they are canceling this Agreement.

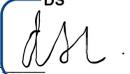
K. Satisfaction of Claims: All the provisions contained within this Agreement are in full and complete satisfaction of any and all claims which the parties may have against the other, including their mutual rights to equitable distribution under N.J.S.A. 2A:34-23.

L. Sole and Exclusive Agreement: This Agreement represents the sole and exclusive agreement between the parties respecting their mutual rights and obligations against and to one another respecting any matter or thing whatsoever, and supersedes in all respects any prior arrangement or agreement, with reference to the subject matter hereof or otherwise, whether written or oral. In no event shall either party have any obligation or liability to the other or in respect to any other person, unless and then, only to the extent as such obligation or liability may be expressly stated in this Agreement.

M. Binding On Heirs: This Agreement and all the obligations and covenants hereunder shall bind the parties hereto, their heirs, executors, administrators, legal representatives, and assigns and shall inure to the benefit of their respective heirs, executors, administrators, legal representatives and assigns.

N. Modification In Writing: No modification, rescission, or amendment to this Agreement shall be effective unless made in writing and executed by the parties with the same formality as this Agreement.

O. Warranties Restricted: No representations or warranties or promises have been made by either party to the other, or by anyone else, except as expressly set forth in this Agreement. This Agreement is not being executed in reliance upon any representation or warranty not expressly set forth herein.

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P. Recitals: All matters stated in the Recitals as set forth herein are true and correct and constitute part of this Agreement to the same extent as if contained in the body hereof.

Q. Titles: The title or captions given to the Articles or Sections in this Agreement have been utilized solely for the purposes of convenience; and in no event shall any such title or caption be deemed part of this Agreement or interpretative of any of its language or intent.

R. Terminology: For all purposes of this Agreement, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular, wherever appropriate to the context. The words “hereby,” “herein,” “hereof,” “hereto,” “hereunder,” and similar words shall always be deemed to refer to this Agreement in its entirety and not merely to the Section or part thereof in which any such words appear.

S. Counterparts: This Agreement may be executed in many counterparts, each of which shall be deemed a duplicate original, but all of which together shall constitute one and the same instrument so long as it is signed by all parties.

T. Future Litigation: All future litigation between Husband and Wife concerning the construction or validity of this Agreement will be conducted in the Superior Court of New Jersey as long as New Jersey is the residence of either Husband or Wife. New Jersey law at the time of enforcement or modification shall apply.

U. Independent Rights and Remedies: The rights, remedies and obligations of the parties are independent and not dependent upon one another. The lack of performance by a party as to any provision shall not be a bar or defense to performance by the other party.

V. Hold Harmless From Indebtedness: Each of the parties covenants and represents to the other that he or she, as the case may be, has not heretofore incurred or contracted any debt,

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charge or liability for which the other or other's legal representatives or the other's property is now or may hereafter become liable, except such debts and liabilities as have already been disclosed in this Agreement. Further, the parties mutually covenant that they shall, at all times in the future, keep and hold the other free and harmless from and indemnify the other for all debts, charges and liabilities incurred by him or her.

W. Discovery: Both parties expressly agree to waive the exchange of any further formal discovery in this matter. The parties are satisfied with the limited account statements, appraisals, and disclosures provided to date as well as one another's representations and with their own personal knowledge of the other's income, assets, and liabilities. Each party further warrants and represents that he or she, as the case may be, has been advised by their respective counsel to explain, their right to hire any additional experts, to take depositions, or to use such other tools of discovery as may be available, and each party has voluntarily agreed to waive the right to continue with formal discovery proceedings. Both parties further acknowledge they have been advised of and/or understand the risks inherent in waiving discovery, but they deem the terms and provisions of this Agreement and the guaranteed aspects thereof to both parties to be fair and equitable and that the expense associated with completion of formal discovery are unwarranted and that the disclosure provided by the parties to each other has been adequate to permit the Wife/Husband to make an informed and voluntary judgment as to the fairness of this Agreement.

X. Waiver of Right to Trial: Husband and Wife each acknowledge and understand that the settlement terms reflected in this Agreement represent a compromise and negotiated settlement. Husband and Wife acknowledge their right to a trial by a court of competent jurisdiction, which would then all issues arising from their marriage. The parties voluntarily and

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knowingly waive their respective rights to a trial and accept the terms of this Agreement as being final, complete and binding as to the property division, support and all other issues arising out of their marriage. They acknowledge and understand that this Agreement is fully as binding and as enforceable as any decision rendered by such a court. The parties acknowledge further that they could have proceeded to a trial in this matter. The parties acknowledge that they were able to reach the instant Agreement and resolve this matter without trial.

Y. Address Notification: For so long as the parties have obligations to one another as set forth under the terms of this Agreement, Husband and Wife shall at all times keep the other informed of his or her place of residence. Each party shall notify the other of any change, giving the address of the new place of residence within five (5) days of the change of address.

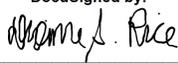
X. CONCLUSION

This Agreement has been the result of negotiations over a period of time. The content and language of the Agreement has been supplied by the parties. As such, this Agreement shall be construed for all purposes to have been jointly drafted by both parties and no adverse inference shall therefore be drawn against either party in construing any ambiguity that may arise hereunder. The parties have read and signed the “Acknowledgment of Litigants,” at **Exhibit D**. They have had the opportunity to discuss same with counsel. They understand Exhibit D and agree that it be incorporated herein.

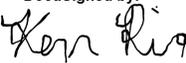
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IN WITNESS WHEREOF, the parties have hereto set their hands and seals the day and

year written below their names.

DocuSigned by:
 6/10/2022
A014E48FF8E447E
DIONNE RICE
Wife

DocuSigned by:
 6/10/2022
BC747CE7B7A14D5...
PATRICIA RONAYNE, ESQUIRE
Law Offices of Patricia Ronayne, Esquire P.C.
Attorneys for Dionne Rice

DocuSigned by:
 6/7/2022
CB2E4C150A31450...
KENDALL RICE
Husband

DocuSigned by:
 6/7/2022
4D851DC5E76AD40D
SHARI B. VEISBLATT, ESQUIRE
Obermayer Rebmann Maxwell & Hippel, LLP
Attorneys for Kendall Rice

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STATE OF NEW JERSEY :

SS.

COUNTY OF :

6/10/2022

BE IT REMEMBERED, that on this _____ day of June, 2022, before me, the subscriber, an Attorney at Law of the State of New Jersey, personally appeared, **DIONNE RICE**, who, I am satisfied is the “Wife” named in and who executed the foregoing Agreement, and to whom I first made known the contents thereof, and thereupon he acknowledged that she signed, sealed and delivered the same as her voluntary act and deed for the uses and purposes therein expressed.

DocuSigned by:

Patricia Ronayne

PATRICIA RONAYNE, ESQUIRE
Attorney at Law of the State of New Jersey

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STATE OF NEW JERSEY :

SS.

COUNTY OF :

6/7/2022

BE IT REMEMBERED, that on this _____ day of June, 2022, before me, the subscriber, an Attorney at Law of the State of New Jersey, personally appeared, **KENDALL RICE**, who, I am satisfied is the “Husband” named in and who executed the foregoing Agreement, and to whom I first made known the contents thereof, and thereupon he acknowledged that she signed, sealed and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

DocuSigned by:
Shari Veisblatt

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SHARI B. VEISBLATT, ESQUIRE
Attorney at Law of the State of New Jersey

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EXHIBIT A

CHILD SUPPORT GUIDELINES - SOLE PARENTING WORKSHEET [Appendix IX-C]

Case Name: _____	County: _____
<u>dionne rice</u> v. <u>kendall rice</u>	Docket #: _____
<i>Plaintiff</i> <i>Defendant</i>	Number of Children: <u>1</u> (age 15)
Custodial Parent is the <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	HIGH COMBINED INCOME

<i>All amounts must be weekly.</i>	Custodial	Non-Custodial	Combined
1. Gross Taxable Income	\$ 4,360	\$ 731	
1a. Mandatory Retirement Contributions (<i>non-taxable</i>)	-\$ 0	-\$ 0	
1b. Tax-deductible Alimony Paid (<i>Current and/or Past Relationships</i>)	-\$ 0	-\$ 0	
1c. Taxable Alimony Received (<i>Current and/or Past Relationships</i>)	+\$ 0	+\$ 0	
2. Adjusted Gross Taxable Income ((L1 - L1a - L1b) + L1c)	\$ 4,360	\$ 731	
2a. Federal, State and Local Income Tax Withholding	-\$ 1,223	-\$ 95	
2b. Mandatory Union Dues	-\$ 0	-\$ 0	
2c. Child Support Orders for Other Dependents	-\$ 0	-\$ 0	
2d. Other Dependent Deduction (from L14 of a separate worksheet)	-\$ 0	-\$ 0	
3. Net Taxable Income (L2 - L2a - L2b - L2c - L2d)	\$ 3,137	\$ 636	
4. Non-Taxable Income (source: _____)	+\$ 0	+\$ 0	
4a. Non-deductible Alimony Paid	\$ 800	\$ 0	
4b. Non-taxable Alimony Received	\$ 0	\$ 800	
5. Government (Non-Means Tested) Benefits for the Child	+\$ 0	+\$ 0	
6. Net Income (L3 + L4 - L4a + L4b + L5)	\$ 2,337	\$ 1,436	\$ 3,773
7. Each Parent's Share of Income (L6 Each Parent / L6 Combined)	61.94	38.06	100%
8. Basic Child Support Amount (from App IX-F + Teen Adj of 14.6%)			\$ 654
9. Net Work-Related Child Care (from Appendix IX-E Worksheet)			+\$ 0
10. Child's Share of Health Insurance Premium			+\$ 42
11. Unreimbursed Health Care Expenses over \$250 per child per year			+\$ 0
12. Court-Approved Extraordinary Expenses			+\$ 173
13. Total Child Support Amount (L8 + L9 + L10 + L11 + L12)			\$ 869
14. Each Parent's Share of the Support Obligation (L7 x L13)	\$ 538	\$ 331	
15. Government Benefits for the Child Based on Contribution of NCP		-\$ 0	
16. Net Work-Related Child Care Paid		-\$ 0	
17. Health Insurance Premium for the Child Paid		-\$ 0	
18. Unreimbursed Health Care Expenses Paid (>\$250/child/year)		-\$ 0	
19. Court-Approved Extraordinary Expenses Paid		-\$ 0	
20. Adjustment for Parenting Time Expenses (L8 x L20b for Non-Custodial Parent x 0.37) <i>Note: Not presumptive in some low income situations.</i>		-\$ 0	
20a. Number of Annual Overnights with Each Parent:	365.0	0.0	
20b. Each Parent's Share of Overnights with the Child (L20a for Parent / L20a Combined)	100.00 %	0.00 %	100%
21. Net Child Support Obligation (L14-L15-L16-L17-L18-L19-L20)		\$ 331	

Continued on Page 2

Amended by Order dated May 5, 2020 to be effective June 1, 2020 - CN 10788

CHILD SUPPORT GUIDELINES - SOLE PARENTING WORKSHEET - Page 2			
<i>All amounts must be weekly.</i> <i>If there is no adjustment for other dependents, go to line 25</i>	Custodial	Non-Custodial	Combined
22. Child Support Obligation WITH Other Dependent Deduction (L2d) and Child Support Orders for Other Dependents (L2c)		\$	
23. Child Support Obligation WITHOUT Other Dependent Deduction and Child Support Orders for Other Dependents		\$	
24. Adjusted Child Support Obligation ((L22 + L23) / 2)		\$	
25. Self-Support Reserve Test (L6 - L21 or L24 for NCP; L6 - L14 for CP). If L25 for NCP is greater than 105% of the poverty guideline for one person (pg) or L25 for CP is less than pg, enter L21 or L24 amount on L27. If NCP L25 is less than the pg and CP L25 is greater than the pg, go to L26.	\$ 1,799	\$ 1,105	
26. Obligor Parent's Maximum Child Support Obligation (L6 NCP income - 105% of poverty guideline for one person). Enter result here and on Line 27.		\$	
27. Child Support Order		\$ 331	
COMMENTS, REBUTTALS AND JUSTIFICATION FOR DEVIATIONS			
1. The child support order for this case [X] was [] was not based on the child support guidelines award.			
2. If different from the child support guidelines award (Line 27), enter amount ordered: \$ _____ per week.			
3. The child support guidelines were not used or the guidelines award was adjusted because: In accordance with Appendix IX-A, Section 17 the child support amount was adjusted higher by \$83, as a child is over the age of 12.			
([] additional pages attached)			
4. The following court-approved extraordinary expenses were added to the basic support obligation: <u>tuition \$9,000/yr.</u>			
5. Custodial Taxes: [] App. IX-H [X] Circ. E Other: # Eligible Dependents: 1 Marital: HOH Non Custodial Taxes: [] App. IX-H [X] Circ. E Other: # Eligible Dependents: Marital: Single			
Prepared by michael fioretti	Title	Date 10/04/2021	

Amended by Order dated May 5, 2020 to be effective June 1, 2020 - CN 10788

EXHIBIT B

CHILD SUPPORT GUIDELINES - SOLE PARENTING WORKSHEET [Appendix IX-C]

Case Name: _____	County: _____
<u>dionne rice</u> v. <u>kendall rice</u>	Docket #: _____
<i>Plaintiff</i>	<i>Defendant</i>
Custodial Parent is the <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	Number of Children: <u>1</u> (age 15)
HIGH COMBINED INCOME	

<i>All amounts must be weekly.</i>	Custodial	Non-Custodial	Combined
1. Gross Taxable Income	\$ 4,360	\$ 1,442	
1a. Mandatory Retirement Contributions (<i>non-taxable</i>)	-\$ 0	-\$ 0	
1b. Tax-deductible Alimony Paid (<i>Current and/or Past Relationships</i>)	-\$ 0	-\$ 0	
1c. Taxable Alimony Received (<i>Current and/or Past Relationships</i>)	+\$ 0	+\$ 0	
2. Adjusted Gross Taxable Income ((L1 - L1a - L1b) + L1c)	\$ 4,360	\$ 1,442	
2a. Federal, State and Local Income Tax Withholding	-\$ 1,223	-\$ 295	
2b. Mandatory Union Dues	-\$ 0	-\$ 0	
2c. Child Support Orders for Other Dependents	-\$ 0	-\$ 0	
2d. Other Dependent Deduction (from L14 of a separate worksheet)	-\$ 0	-\$ 0	
3. Net Taxable Income (L2 - L2a - L2b - L2c - L2d)	\$ 3,137	\$ 1,147	
4. Non-Taxable Income (source: _____)	+\$ 0	+\$ 0	
4a. Non-deductible Alimony Paid	\$ 600	\$ 0	
4b. Non-taxable Alimony Received	\$ 0	\$ 600	
5. Government (Non-Means Tested) Benefits for the Child	+\$ 0	+\$ 0	
6. Net Income (L3 + L4 - L4a + L4b + L5)	\$ 2,537	\$ 1,747	\$ 4,284
7. Each Parent's Share of Income (L6 Each Parent / L6 Combined)	59.22	40.78	100%
8. Basic Child Support Amount (from App IX-F + Teen Adj of 14.6%)			\$ 654
9. Net Work-Related Child Care (from Appendix IX-E Worksheet)			+\$ 0
10. Child's Share of Health Insurance Premium			+\$ 42
11. Unreimbursed Health Care Expenses over \$250 per child per year			+\$ 0
12. Court-Approved Extraordinary Expenses			+\$ 173
13. Total Child Support Amount (L8 + L9 + L10 + L11 + L12)			\$ 869
14. Each Parent's Share of the Support Obligation (L7 x L13)	\$ 515	\$ 354	
15. Government Benefits for the Child Based on Contribution of NCP		-\$ 0	
16. Net Work-Related Child Care Paid		-\$ 0	
17. Health Insurance Premium for the Child Paid		-\$ 0	
18. Unreimbursed Health Care Expenses Paid (>\$250/child/year)		-\$ 0	
19. Court-Approved Extraordinary Expenses Paid		-\$ 0	
20. Adjustment for Parenting Time Expenses (L8 x L20b for Non-Custodial Parent x 0.37) <i>Note: Not presumptive in some low income situations.</i>		-\$ 0	
20a. Number of Annual Overnights with Each Parent:	365.0	0.0	
20b. Each Parent's Share of Overnights with the Child (L20a for Parent / L20a Combined)	100.00 %	0.00 %	100%
21. Net Child Support Obligation (L14-L15-L16-L17-L18-L19-L20)		\$ 354	

Continued on Page 2

Amended by Order dated May 5, 2020 to be effective June 1, 2020 - CN 10788

CHILD SUPPORT GUIDELINES - SOLE PARENTING WORKSHEET - Page 2			
<i>All amounts must be weekly. If there is no adjustment for other dependents, go to line 25</i>	Custodial	Non-Custodial	Combined
22. Child Support Obligation WITH Other Dependent Deduction (L2d) and Child Support Orders for Other Dependents (L2c)		\$	
23. Child Support Obligation WITHOUT Other Dependent Deduction and Child Support Orders for Other Dependents		\$	
24. Adjusted Child Support Obligation ((L22 + L23) / 2)		\$	
25. Self-Support Reserve Test (L6 - L21 or L24 for NCP; L6 - L14 for CP). If L25 for NCP is greater than 105% of the poverty guideline for one person (pg) or L25 for CP is less than pg, enter L21 or L24 amount on L27. If NCP L25 is less than the pg and CP L25 is greater than the pg, go to L26.	\$ 2,022	\$ 1,393	
26. Obligor Parent's Maximum Child Support Obligation (L6 NCP income - 105% of poverty guideline for one person). Enter result here and on Line 27.		\$	
27. Child Support Order		\$ 354	
COMMENTS, REBUTTALS AND JUSTIFICATION FOR DEVIATIONS			
1. The child support order for this case [X] was [] was not based on the child support guidelines award.			
2. If different from the child support guidelines award (Line 27), enter amount ordered: \$ _____ per week.			
3. The child support guidelines were not used or the guidelines award was adjusted because: In accordance with Appendix IX-A, Section 17 the child support amount was adjusted higher by \$83, as a child is over the age of 12.			
([] additional pages attached)			
4. The following court-approved extraordinary expenses were added to the basic support obligation: tuition \$9,000/yr.			
5. Custodial Taxes: [] App. IX-H [X] Circ. E Other: # Eligible Dependents: 1 Marital: HOH Non Custodial Taxes: [] App. IX-H [X] Circ. E Other: # Eligible Dependents: Marital: Single			
Prepared by michael fioretti	Title	Date 10/04/2021	

Amended by Order dated May 5, 2020 to be effective June 1, 2020 - CN 10788

EXHIBIT C

EXHIBIT D
ACKNOWLEDGMENT OF LITIGANTS

Signature of the parties signifies their understanding that they could have completed their trial and had all issues resolved by the Court. Nevertheless, they have decided to resolve their case by Agreement. Each party acknowledges that the provisions of the Agreement are fair, adequate and satisfactory to them under all of the circumstances. Each party agrees that they accept the disclosure of assets, liabilities, income and expenses made by the other party.

WE hereby acknowledge that we each have been informed of the right to have all issues, which would normally arise in this matrimonial dispute resolved by the Court determination. We hereby waive the right of Court determination and accept all terms and responsibilities set forth in the above MARITAL SETTLEMENT AGREEMENT signed by us as legally binding contact terms. It is our request that the settlement terms as reflected in this MARITAL SETTLEMENT AGREEMENT be a full, complete and final settlement of marital case differences. We recognize that we may have done better or worse had the case been tried to conclusion.

WE further acknowledge that we have received independent counsel and advice, to the extent desired, prior to the settlement that we have entered and that the settlement terms set forth in the MARITAL SETTLEMENT AGREEMENT are voluntarily, without any threat, force or coercion and/or duress during the settlement negotiations. The acceptance of the settlement terms have been on a voluntary basis after we have each carefully considered the negotiated and compromised settlement terms reflected herein. The settlement terms do represent a compromise of settlement proposals with amendments and changes through the course of negotiations, which led up to final terms reflected in the MARITAL SETTLEMENT AGREEMENT.

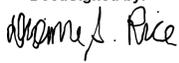
WE represent to the Court that we are voluntarily entering into a full, complete and final settlement of differences which resolves all litigation and marital case issues. We request that the terms be incorporated into the MARITAL SETTLEMENT AGREEMENT, that these terms be enforceable through Court process to secure compliance with all responsibilities created by the MARITAL SETTLEMENT AGREEMENT terms and that the terms be subject to later enforcement application for compliance, if necessary, as if the terms that were ordered and directed by the Court. We acknowledge that the Court does not find and determine the merits of the case, but that a decision is asked to be made that we voluntarily have entered into the MARITAL SETTLEMENT AGREEMENT and settlement terms represented to the Court.

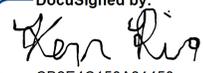
WE both agree that we have fully disclosed all assets, liabilities, income and expenses. We have had ample time to consider all facts and circumstances before reaching this Agreement. This Agreement has been fully explained by counsel. We are satisfied that we have sufficient knowledge and information to enter into this Agreement.

WE further represent that we are each satisfied with our attorneys and that we have had adequate legal advice or time to seek same prior to entering into this Agreement. We have been fully informed as to our rights.

DR  DS
KR  DS

WE further represent that we have had the opportunity to discuss all the settlement terms with our attorneys if desired, that we understand the terms of the Agreement and have had all of our questions answered. We are not under the influence of any drugs or other substance with might impair our ability to reach a sound decision. Despite the emotional turmoil often attendant to a divorce, we are able to think clearly and logically.

DocuSigned by:
 6/10/2022
A214EA9FE8E4475
DIONNE RICE

DocuSigned by:
 6/7/2022
CB2E4C150A31450...
KENDALL RICE

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DR 
KR 