

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
FAMILY LAW DIVISION**

IN RE: The Marriage of

KATHRYN M. BOOTH,
Petitioner/Wife,

Case No.: 16-DR-000322

and

Division: C

LARRY G. BOOTH,
Respondent/Husband.

_____ /

MARITAL SETTLEMENT AGREEMENT

This Marital Settlement Agreement (the "Agreement") is entered into this 17th day of October, 2016, by and between KATHRYN M. BOOTH ("Kathryn" or "Wife"), and LARRY G. BOOTH ("Larry" or "Husband"), and collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties were married to each other on March 11, 1988, in Newport, Rhode Island; and

WHEREAS, the Parties have two children born of the marriage, both of whom have emancipated; and no other children were adopted and none are expected; and

WHEREAS, the parties acknowledge that irreconcilable differences exist between them. In view of their intention to continue to live apart, they desire to settle their respective marital rights and obligations; and

WHEREAS, each of the parties, believing this Agreement to be fair, just and reasonable, has assented freely and voluntarily to its terms;

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises and undertakings herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged between the parties, the said parties have agreed and do hereby agree as follows:

1.0 SEPARATION: At all times hereafter, each party shall live and continue to live separate and apart at such place or places as he or she may from time to time choose or deem fit. Each party shall be free from interference, authority and control, direct and indirect, by the other as if he or she was single and unmarried. Neither party shall molest the other, interfere with the peace and comfort of the other, or compel, or seek to compel, the other to associate, cohabit or deal with the other.

2.0 EQUITABLE DISTRIBUTION: The parties have agreed to an equitable distribution of their marital and non-marital assets and liabilities in accordance with the following provisions within this section, below.

2.1 Real Property: The Parties shall retain ownership, as tenants in common, of their real property (which was also their former marital residence) located at 3818 S. Nine Drive, Valrico, FL 33596, subject to the following stipulations:

A. Both parties shall continue to work in good faith with their current foreclosure attorney while the property remains in foreclosure. The Wife shall continue to have the sole exclusive use and possession of this residence while the property remains in foreclosure, which exclusive use and possession shall continue until such time as this residence is either sold or otherwise disposed of in the pending foreclosure action such that the parties' respective ownership interests in the property are fully extinguished. If the Wife vacates the property prior to the foreclosure of the property being finalized, neither party shall move back into the residence to attempt to re-establish this property as their primary residence; and neither party shall lease the property to a third party or allow a third party to occupy the property.

B. The Husband shall be solely responsible for the mortgage obligation (including property taxes and homeowner's insurance), and the home equity line of credit (HELOC) payments to Regions Bank. The Husband shall hold harmless and indemnify the Wife from any liability pursuant to any and all actions taken by any creditor to enforce any of this HELOC debt against the Wife.

C. While the Wife continues to reside in this property, the Wife shall be solely responsible for the routine maintenance and upkeep of the residence and the living expenses associated with her continued occupancy in this residence, including the utility bills such as the electric and water bills, the lawn care, and the pool

maintenance; and additionally agrees to pay the quarterly homeowner's association (HOA) bill to keep that account current while she continues to reside in the property. Upon vacating the residence on a permanent basis, the Wife shall no longer be responsible for that HOA bill.

2.2 Tangible Personal Property:

A. Automobiles: The Husband shall retain possession of the Honda Civic automobile presently in his possession, which is owned by him in his sole name. The Husband shall assume and pay any and all financial obligations associated with this automobile, and he shall hold harmless and indemnify the Wife for any and all liability thereto.

The Wife shall retain possession of the automobile presently in her possession that is being leased through Kuhn Honda-Volkswagen. The Wife shall assume and pay any and all financial obligations associated with this automobile, including but not limited to the monthly lease payment associated with this vehicle, and she shall hold harmless and indemnify the Husband for any and all liability thereto.

B. Furniture, Furnishings, and Other Personal Property: The Husband shall receive as his own property those items already in his possession. The Wife shall receive sole ownership of the two (2) cats obtained during the marriage that are presently in her possession.

The parties have otherwise divided all of the furniture, furnishings and personal property acquired during their marriage to their mutual satisfaction. Each party shall retain as their sole and separate property all of the furniture, furnishings, and personal property currently in his or her possession as of the date of this Agreement. Each party shall transfer to the other party all tangible personal property belonging to the other party within seven (7) days from the date of this Agreement, to include delivery of titles and execution of all necessary documentation, if applicable.

2.3 Intangible Personal Property:

A. Bank Accounts: The parties have divided the funds in their joint bank accounts to their mutual satisfaction, and shall promptly close out any bank accounts that are in both parties' names. The Wife shall retain ownership of any bank

accounts in her sole name. The Husband shall retain ownership of any bank accounts in his sole name.

B. Retirement Plans: The Wife shall retain sole ownership of the Valic 403(b) retirement account which is already in her sole name. The Wife shall transfer to the Husband all of her American Funds 401(k) retirement account. This transfer is being made in exchange for, and in consideration of, the Husband's agreement to be solely responsible for the payment of the HELOC that presently encumbers the parties' former marital residence; and his agreement to pay for the services of Matthew Lundy, as set forth below, along with his contribution towards the Wife's attorney's fees, also set forth below in this Agreement.

The parties have agreed to employ an expert to draft the documents that are necessary for the Husband to receive this interest in and to the Wife's American Funds 401(k) account, and have agreed to employ Matthew Lundy, Esq., as detailed below in Paragraph 2.3.C.(5.)

C. Pension Plans:

(1.) Husband's Military Pension: The Parties agree that the Wife is entitled to one-half of the marital portion of the Husband's military pension. The parties agree to the Husband's entry date on his DD214 is January 21, 1974. The date of the parties' marriage is March 11, 1988. The Husband's date of retirement is July 1, 1995. The parties agree that the marital time of service is thus 88 months, and the total time of service is 258 months, for a marital coverture fraction of 34.10 percent, one-half of which (17.05%) is the Wife's share to be divided and awarded to her.

The amount initially awarded to the Wife by the Court shall be adjusted upward according to this final calculation. In consideration of the Husband's agreement regarding the payment of retroactive alimony to the Wife, hereinbelow at Paragraph 3.0.D., the Wife waives any retroactive award of unpaid military pension benefits from the Husband.

The parties have agreed to employ an expert to draft the documents that are necessary for the Wife to receive her share of the Husband's military pension, and have agreed to employ Matthew Lundy, Esq., as detailed below in Paragraph 2.3.C.(4.) The Husband shall pay the Wife her portion directly via electronic funds transfer on the same

day on which he receives each payment from this pension entitlement. In the event the Husband qualifies for VA benefits and elects to convert his military pension to VA benefits, the Wife's share shall not be affected and the Wife shall continue to receive her one-half share of the marital portion of this pension.

(2.) Husband's Unisys Pension: The Parties agree that the Wife is entitled to one-half of the marital portion of the Husband's Unisys pension. The parties have agreed to employ an expert to draft the documents that are necessary for the Wife to receive her share of the Husband's Unisys pension, and have agreed to employ Matthew Lundy, Esq., as detailed below in Paragraph 2.3.C.(5.)

(3.) Husband's FERS/Thrift Savings Pension: The Parties agree that the Wife is entitled to one-half of the marital portion of the Husband's FERS / Thrift Savings pension. The parties have agreed to employ an expert to draft the documents that are necessary for the Wife to receive her share of the Husband's FERS/Thrift Savings pension, and have agreed to employ Matthew Lundy, Esq., as detailed below in Paragraph 2.3.C.(5.)

(4.) Wife's Florida Retirement System Pension: During the parties' marriage, the Wife accrued benefits to a Florida Retirement System (F.R.S.) Pension that is not currently in pay status. The Husband is entitled to and shall receive a portion of the Wife's retirement pay, which portion shall represent the Husband's one-half interest in the marital portion of Wife's retirement pay, and which shall be paid directly from the Offices of the Florida Retirement System to the Husband.

Accordingly, the parties agree to the immediate entry of a Qualified Domestic Relations Order (QDRO), to be prepared by Matthew Lundy, Esq. consistent with Paragraph 2.3.C.(5.) below. Said QDRO shall be submitted to the Court for entry as an Order of this Court simultaneous with this Court's entry of Final Judgment ratifying this Agreement.

It is contemplated that future cost of living adjustments ("COLA's") will be granted by the Florida Retirement System which will result in an increase in the Wife's retired pay. The Husband shall share equally in all COLA's on a pro rata basis, such that his portion of the municipal retirement benefits shall increase by the same percentage as the Wife's portion. The provisions in the QDRO to be prepared pursuant to this

paragraph, shall reflect this agreement of the parties regarding the division of any future COLA's.

The Wife hereby consents to the jurisdiction of the Circuit Court of Hillsborough County, Florida and the State of Florida over her Florida Retirement System retirement benefits. The parties further consent to the Court retaining jurisdiction over this matter to enter such further orders as are necessary to enforce the award to the Husband of his percentage share of the Wife's F.R.S. retirement benefits, as awarded herein.

(5.) The Parties agree to jointly retain attorney Matthew Lundy to prepare the necessary Qualified Domestic Relations Orders (QDRO's), or other suitable orders, prior to the entry of the Final Judgment in this cause, so that the QDRO's or other suitable Orders can be entered simultaneously with the Final Judgment. The Husband shall be solely responsible for the fees associated with Mr. Lundy's services for preparing all of the Orders necessary to effectuate the division of retirement or pension benefits set forth, hereinabove. Husband's sole responsibility shall not affect the joint nature of Mr. Lundy's representation of both parties for the limited purposes set forth in this Agreement. Both parties shall cooperate with Mr. Lundy and not withhold any information from him that is necessary in order for Mr. Lundy to prepare these orders in a timely manner.

C. No Equalizing Payment: Neither party shall receive from the other party an additional payment of property or cash from the other in order to equalize their respective equitable distribution shares, and each party waives whatever right she or he may have to such a payment from the other. Each party further accepts this Agreement as their final agreement concerning the distribution of their property, and that this Agreement constitutes a fair and equitable distribution of their marital estate.

2.4 Debts:

A. The parties warrant to each other that they currently have no debt owed by them in their joint names other than those debts already disclosed by them in this proceeding. The Husband shall be solely responsible for payment of any personal debt in his sole name, and shall indemnify and hold the Wife harmless from any liability associated therewith. The Wife shall be solely responsible for payment of any personal

debt in her name, and shall indemnify and hold harmless the Husband from any liability associated therewith.

B. Each party shall be solely responsible for his or her debt incurred after the date of this Agreement. Additionally, the parties shall permanently separate their respective obligations from the other, including the following obligations:

- (1.) The parties' respective automobile insurance expense, by no later than the expiration date of the parties' current policy;
- (2.) The utilities at the former marital residence (including electric, telephone, and cable accounts);
- (3.) The parties' respective cellular telephone obligations;
- (4.) All joint credit or charge accounts shall be closed by the parties, and any remaining indebtedness shall be the parties' equal responsibility.

C. The Wife may enroll in her own discretion for the continuation of her present health insurance policy (i.e. COBRA coverage) at her sole expense. The Husband shall cooperate in any way necessary to facilitate the Wife's timely enrollment for the continuation of this policy, except that he shall have no financial obligation to pay for such coverage.

D. The parties have no other current obligations and neither party shall incur any obligation in the future for which the other may become liable. If presently unknown obligations exist, the party who incurred the obligation is responsible for its payment and holds the other harmless from any liability on it. If any action or proceeding is initiated to hold a party responsible for any obligation incurred by the other party, the party who incurred the obligation shall defend the other, whether or not the action or proceeding is well-founded.

E. The parties shall file separate federal income tax returns for 2016. The Husband shall claim the parties' adult son Tyler as a dependency on the Husband's tax return for 2016 and for any subsequent year where Tyler is able to be claimed.

3.0 ALIMONY:

A. The Husband shall pay to the Wife permanent alimony as follows:

- (1.) Beginning November 15, 2016, and continuing on the fifteenth day of each subsequent month, the Husband shall pay to the Wife the sum of \$1,800 per

month in permanent periodic alimony. The Wife's alimony award shall be reduced, dollar-for-dollar, for all benefits that may be received by her in the future from the Husband's Unisys pension or FERS/Thrift Savings Plan pension.

(2.) The Husband shall pay the previously-ordered temporary alimony amount through October 31, 2016, pursuant to the biweekly schedule ordered by the Court.

B. The Husband's alimony obligation shall terminate upon the death of either party or remarriage of the Wife. This alimony shall be taxable to the Wife and tax-deductible to the Husband. This alimony shall be paid in accordance with Husband's pay schedule, by direct deposit from the Husband into an account designated by the Wife for receipt of this payment. In the event the Husband is ever more than five (5) days delinquent with any required alimony payment, the Wife may submit a verified ex parte motion to the Court for the immediate entry of an Income Deduction Order, so that future alimony payments are payroll-deducted by Husband's employer.

C. As security for his alimony obligation, the Husband shall maintain at his sole expense the life insurance coverage that he presently maintains on his life through Armed Forces Benefits Association (AFBA) in the amount of \$400,000, naming the Wife as the irrevocable beneficiary thereto. The Husband shall maintain this coverage through July 24, 2021 (the Husband's 70th birthday), at which time he shall no longer be required to maintain this coverage for the Wife's benefit. The Husband agrees to provide authorization to the Wife to allow her to contact the Husband's life insurance company directly in order to obtain information relating to this coverage.

D. Retroactive Alimony: The Wife waives any claim for a retroactive alimony award from the Husband, including any award based on the temporary relief order entered in the parties' dissolution action. This waiver is being made by the Wife in exchange for the Husband's responsibility for federal income taxes in 2015 as a result of the parties' separate tax filings for that year.

E. Except as set forth above, neither party shall receive alimony of any kind from the other party whatsoever.

4.0 WAIVER AND RELEASE OF CLAIMS AGAINST THE ESTATE: Other than set forth herein, each party waives and releases any and all claims or rights that he or she may have to the other's estate.

5.0 INDEPENDENT ADVICE OF COUNSEL: Throughout the parties' collaborative process and ultimate preparation of this Agreement, the Husband has been represented by Ronald Kurpiers, Esq., and the Wife has been represented by Philip S. Wartenberg, Esq.

6.0 ATTORNEY'S FEES, COSTS AND SUIT MONEY: As of the date of this Agreement, the Husband has paid a portion of the \$6,500 that was ordered to be paid pursuant to the Court's Order of Temporary Relief dated April 28, 2016. The Husband shall continue to pay \$500 per month towards the remaining balance of those fees that are owed.

7.0 ENTIRE CONTRACT: Each party understands and agrees that this Agreement constitutes the entire contract between the parties; it supersedes any prior understandings or agreements made by them on the subjects covered herein. There are no representations or warranties other than those set forth in this Agreement. Any modification by the parties to this Agreement shall be in writing, and executed with the same degree of formality as this Agreement.

8.0 NON-TAXABLE TRANSFERS: It is the intention of the Husband and Wife that all transfers of property, not specifically designated as "spousal support", that are made pursuant to this Agreement shall be transfers of property incident to a divorce and related to the cessation of their marriage, as those terms are used in the Internal Revenue Code, §1041 and the Treasury Regulations pertaining thereto, and, as such, shall be non-taxable transfers involving no recognition of gain or loss by either party.

8.1 Each party agrees to cooperate at all times and provide any other documentation relating to the divided assets as may be necessary to assist in income tax preparation.

9.0 MUTUAL RELEASE: Each party releases the other from all claims or demands up to the date of this Agreement except as set forth herein. Each party does hereby further waive and release their rights in and to the other's real, personal and mixed property owned now or acquired in the future, including dower, homestead, and

all other statutory rights which may now be enforced or which may be enforced in the future, and all other interests, rights, property claims, demands, and claims at law or in equity, which either party does or may have in the other's property or estate, except as specifically set forth herein. Without limiting the generality of the foregoing, the parties hereto do further relinquish all right that they may now have or may hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction, including, but not limited to, the right:

- A. To elect to take against any Will or Codicil of the party now or in the future; or
- B. To act as a personal representative of the other's estate.

10.0 EXECUTION OF OTHER INSTRUMENTS: Within seven (7) days of this Agreement each party shall execute, acknowledge and deliver all documents or instruments required to carry out the provisions of this Agreement.

11.0 REPRESENTATIONS: The parties represent to each other that:

A. Each has been advised to seek independent legal advice by an attorney of their selection in the negotiation of this Agreement. Each party fully understands the facts and has been informed fully about their legal rights and obligations or has had the opportunity to obtain this information. Each is signing this Agreement freely and voluntarily intending to be bound by it.

B. Each party has made a full disclosure to the other of his or her assets and current financial condition. Each party agrees to waive the right to receive mandatory disclosure from the other pursuant to Florida Family Law Rule of Procedure 12.285, except for the filing of financial affidavits.

C. This Agreement constitutes the entire contract between the parties and supersedes any prior understandings or agreements made by them. There are no representations or warranties other than those set forth in this Agreement.

D. Each party is informed of the law of Florida concerning the power of the courts under certain conditions to modify the terms of this Agreement, particularly with reference to matters of child custody and support.

E. In the event that either party fails to comply with any aspect of this Agreement, and the other party is required to file a motion to enforce same due to that

non-compliance, the prevailing party in any such action shall be entitled to receive an award of his or her attorney's fees and court costs from the other party.

12.0 LAW GOVERNING CONSTRUCTION: The laws of the State of Florida shall govern the validity, construction, interpretation and effect of this Agreement. Neither party shall be construed as the drafter of this Agreement such that a heavier burden would apply to that party for any reason in the future.

13.0 MODIFICATION OR REVOCATION: The provisions of this Agreement shall not be modified by the parties except for those provisions which are not prohibited from modification. Any modification to this Agreement must be in writing and with the same formalities as were used in the execution of this Agreement. This Agreement supersedes any prior understandings or agreements made by the parties on the subjects covered by this Agreement. The parties understand and agree that any attempt to modify this Agreement orally or by conduct shall be ineffective. Reconciliation shall not be effective to either modify or to revoke this Agreement. This Agreement shall remain binding and in full force and effect in spite of reconciliation, unless the parties expressly provide otherwise in writing as required by this paragraph.

14.0 SURVIVORSHIP CLAUSE: In the event that the parties hereafter obtain a final judgment of dissolution of marriage which incorporates the terms and provisions of this Marital Settlement Agreement, notwithstanding the fact that such terms are incorporated in such final judgment, the terms and provisions of this Agreement shall remain in full force and effect and shall survive the entry of such final judgment. Thereafter, the terms and provisions of this Agreement shall be as fully enforceable in a court of law as a matter of contract. Such remedies shall be in addition to any and all remedies of enforcement available to the parties pursuant to any final judgment of dissolution of marriage entered between them.

15.0 INVALIDITY: In the event any of the provisions of this Agreement shall be held to be contrary to, or in violation of, the laws of any other country, state or jurisdiction, such illegality or invalidity shall not effect in any way any other provision hereof, and all such other provisions shall continue, nevertheless, in full force and effect.

16.0 EFFECT OF FAILURE TO ENFORCE: The failure of a party to insist on strict performance of any provision of this Agreement is not a waiver of any other or subsequent breach.

17.0 RESTORATION OF WIFE'S FORMER NAME: The Parties agree to the entry of a separate order at the time of the Final Judgment being entered, that restores the Wife's former name of **KATHRYN MARY KRAJEWSKI** to her.

18.0 EFFECTIVE DATE: The effective date of this Agreement shall be the date upon which both parties have signed this Agreement.

[The remainder of this page has been left blank intentionally.]

[Signed as to the Wife]

Signed in the presence of:

[Signature]
Print Name: Philip Wartenberg

[Signature]
KATHRYN M. BOOTH, Wife

[Signature]
Print Name: Laurie Hamlin

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared KATHRYN M. BOOTH, personally known to me or who produced the following identification: known, known by me to be the person who executed the foregoing document, who, upon being first duly sworn and cautioned, took an oath that the information contained in the foregoing document is true, and that this instrument was signed by her as her free act and deed, this 17th day of October, 2016.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires:

[Signed as to the Husband]

Signed in the presence of:

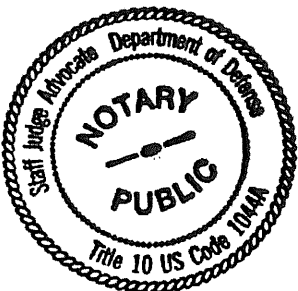
[Signature]
Kenneth J. MOSE
Print Name:

[Signature]
LARRY G. BOOTH, Husband

[Signature]
Print Name: Hector R. Malave-Rodriguez

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared LARRY G. BOOTH, personally known to me or who produced the following identification: military identification, known by me to be the person who executed the foregoing document, who, upon being first duly sworn and cautioned, took an oath that the information contained in the foregoing document is true, and that this instrument was signed by him as his free act and deed, this 14 day of OCTOBER, 2016.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires:

With The Armed Forces³At
MacDill AFB, Tampa, FL 33621