

**MARITAL SETTLEMENT AGREEMENT**

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**STACEY R. SILLER**

**and**

**ANDREW D. HODES**

**Circuit Court Case No.: 50-2024-DR-005254-XXA-SB**

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**MARITAL SETTLEMENT AGREEMENT**

**THIS MARITAL SETTLEMENT AGREEMENT**, is hereby made and entered into this 3rd day of February, 2025, by and between the Petitioner/Wife, STACEY R. SILLER (hereinafter referred to as “Wife”), and the Respondent/Husband, ANDREW D. HODES, (hereinafter referred to as “Husband”, with Husband and Wife sometimes collectively referred to as the “Parties” and individually as a “Party”) (this Marital Settlement Agreement being referred to hereafter as the “Agreement”).

**WITNESSETH:**

**WHEREAS**, the Parties were married on November 13, 2018; and

**WHEREAS**, there has been no minor children born as a result of this marriage and none

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are contemplated, nor expected of this marriage; and

**WHEREAS**, the Parties are *sui juris* and have both been residents of the State of Florida for at least six (6) months prior to the initiation of this action; and

**WHEREAS**, the Parties entered into a legally binding and enforceable Prenuptial Agreement dated November 2, 2018, and this Agreement and the terms and obligations set forth herein, shall take precedence over the terms and obligations set forth in the Prenuptial Agreement and shall be a complete and full satisfaction of any rights relating to this dissolution of marriage and under the Prenuptial Agreement; and

**WHEREAS**, in consequence of disputes and irreconcilable differences, an action for the dissolution of the Parties' marriage is pending in Palm Beach County, Florida under case number 50-2024-DR-005254-XXXA-SB; and

**WHEREAS** this Agreement is intended to be a full and complete resolution of (i) all issues now pending in the dissolution action, (ii) all issues, claims and rights of any other kind between the Husband and Wife, including, but not limited to, all issues relating to alimony, financial obligations, and all property rights, including all issues involving the right that either Party may have in the estate of the other, and (iii) all issues, claims, and rights of any other kind now existing between the Husband and the Wife; and

**WHEREAS** this Agreement is intended to be a full and complete resolution of (i) all issues, claims and rights of any kind between the Husband and Wife incident to the dissolution of their marriage, including, but not limited to, all issues relating to alimony, financial obligations, attorneys' fees, suit monies, professional fees, costs, and all property rights, including all issues involving the right that either Party may have in the estate of the other, and (ii) all issues, claims, and rights of any other kind now existing between the Husband and the Wife; and

**WHEREAS**, the Parties have each been represented by legal counsel of his and her own selection in this dissolution of marriage action; and

**WHEREAS**, the Parties have provided each other with full and complete financial disclosure as to all of his and her respective assets and liabilities, both joint and individual, as well as his and her respective income and occupations.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, guaranties, indemnifications and undertakings herein contained, which the Parties acknowledge is adequate, and for other good and valuable consideration, the receipt of which is hereby acknowledged between the Parties, the Parties have agreed and do hereby agree as follows:

1. **RECITALS**

1.1 The aforesaid recitals are true and correct and are hereby incorporated in their entirety by reference herein.

2. **PREMARITAL AGREEMENT, DATED NOVEMBER 2, 2018**

2.1 The Parties acknowledge that they entered into a legally valid and enforceable Prenuptial Agreement, dated November 2, 2018 (“Prenuptial Agreement”), the terms of which are hereby incorporated into this Agreement. Upon its Effective Date, this Agreement shall become the sole and exclusive Marital Settlement Agreement between the Parties, and its terms shall be controlling.

2.2 Notwithstanding the foregoing, all terms and provisions contained in the Premarital Agreement regarding the confidentiality of the Prenuptial Agreement and the disclosures made incident thereto shall remain in full force and effect and shall be valid and enforceable. If there is a conflict between a specific provision in the Prenuptial Agreement regarding confidentiality and this Agreement, the provisions in this Agreement shall take precedence over the terms and

obligations set forth in the Prenuptial Agreement.

2.3 If this Agreement, or any portion or provision hereof is deemed to be void, or invalid, or set aside for any reason whatsoever by a Court of competent jurisdiction, such invalidity shall not affect in any way the terms and provisions of the Prenuptial Agreement, which shall be controlling and remain in full force and effect.

3. **SEPARATION**

3.1 The Parties may at all times hereafter live and continue to live separate and apart. Each shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were sole and unmarried. Each may reside at such place or places as he or she may elect. Each may, for his or her separate use and benefit, conduct, carry on or engage in any business, profession or employment, which to him or her may seem advisable. This Agreement is for the specific purpose of determining and settling all rights and claims of any kind arising out of the Parties' marriage. This Agreement shall be binding by and between the Parties and shall be enforceable by either Party against the other whether or not the marriage is dissolved.

4. **LUMP SUM ALIMONY**

The Husband shall pay lump sum alimony to the Wife in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00). The Husband shall make this lump sum alimony payment directly to the Wife within thirty (30) days from the Effective Date of this Agreement. In the event the Husband dies prior to the Wife receiving her lump sum alimony payment from the Husband, the Husband's outstanding lump sum alimony obligation shall be charged against and upon the Husband's estate and the Husband's estate shall pay to the Wife her outstanding lump sum alimony obligation.

5. **WAIVER OF ALIMONY**

5.1 Except as specifically set forth in Paragraph 4.1 above, the Wife waives all claims she has to alimony in any form including, but not limited to, permanent, durational, rehabilitative, bridge-the-gap, or lump sum alimony in excess of the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) as stated hereinabove, or any other support from the Husband.

5.2 The Husband waives all claims he has to alimony in any form including, but not limited to, permanent, durational, rehabilitative, bridge-the-gap, or lump sum alimony, or any other support from the Wife.

5.3 Both Parties acknowledge that this waiver is final, irrevocable and non-modifiable and that there is no circumstance and no possible change in circumstance or change in the law that would permit either of them to obtain alimony or any other form of support or maintenance from the other at any time in the future, no matter how the financial circumstances or health or employability of either Party changes.

6. **MEDICAL INSURANCE**

6.1 Each Party shall maintain their own medical and dental insurance policy. Each Party shall be solely responsible for his and her own medical and dental insurance premiums.

6.2 Each Party shall be solely responsible for all of his and her own non-covered medical or dental expenses and co-pays that are currently owed or incurred in the future and shall indemnify, defend and hold the other Party harmless with respect to same.

7. **DIVISION OF MARITAL PROPERTY**

7.1 In settlement of all claims and rights to property acquired during the course of the Parties' marriage, the Parties agree to the final and irrevocable distribution of his and her respective

property interests as set forth herein below, after full and adequate disclosure of the nature and extent of the property interests held jointly or separately by the Parties.

7.2 All assets distributed to a Party solely, shall become the separate property of that Party. Except as otherwise expressly stated herein, after distribution of all assets and liabilities, (i) each Party relinquishes any rights to the other Party's assets, and is relieved of any responsibility for the other Party's liabilities; (ii) each Party shall assume and pay all costs related to the ownership of his and her respective assets; (iii) each Party shall be responsible for all tax liability associated with his or her individual receipt or transfer of property, as well as the individual income tax liability associated therewith; and (iv) each Party shall indemnify and hold the other harmless with respect to all assets received and liabilities assumed pursuant to this Agreement.

7.3 Except as otherwise expressly stated herein, all transfers of property shall be made no later than thirty (30) days after the Effective Date.

8. **BANK ACCOUNTS/MONIES BEING HELD IN TRUST**

8.1 The following bank accounts shall be the sole and separate property of the Husband, and the Wife hereby relinquishes any and all rights in and to these accounts:

8.1.1 Bank of America checking #2562 titled in the name of Husband;

8.1.2 Bank of America savings #8996 titled in the name of Husband and;

8.1.3 Bank of America checking #3153 titled in the name of Husband and Wife;

8.2 The following bank accounts shall be the sole and separate property of the Wife, and the Husband hereby relinquishes any and all rights in and to these accounts:

8.2.1 Bank of America savings #1215 titled in the name of Husband and Wife;

8.2.2 Bank of America Checking #4215 in the name of the Wife; and

8.2.3 Bank of America Savings #8638 FL UTMA account in the name of the

Wife.

8.3 Upon request by the Wife, the Husband shall execute any and all documents necessary in order for the Wife to receive 100% of the monies in the Bank of America savings #1215 titled in the name of Husband and Wife. Once the Wife receives 100% of the monies in the Bank of America savings #1215 titled in the name of Husband and Wife, the account shall be closed.

8.4 The parties acknowledge that during the pendency of this dissolution of marriage case, the parties sold the former marital residence and by agreement of the parties, the net proceeds in the amount of \$106,975.00 are being held in the trust account of Husband's counsel, Brinkley Morgan. The parties agree to equally split (50/50) said proceeds as follows:

8.4.1 The sum of \$53,352.50 shall be the sole and separate property of the Wife and the Husband waives any and all right, title and/or interest in and to the same. Brinkley Morgan shall distribute said sum to the Wife's designated account by wire transfer within fifteen (15) days from the Effective Date of this Agreement.

8.4.2 The sum of \$53,352.50 shall be the sole and separate property of the Husband and the Wife waives any and all right, title and/or interest in and to the same. Brinkley Morgan shall distribute said sum to the Husband's designated account by wire transfer within fifteen (15) days from the Effective Date of this Agreement.

9. **BROKERAGE ACCOUNTS**

9.1 The parties have a Merrill Edge account ending in #5472 which is titled in the joint names of Husband and Wife. As of November 29, 2024, the approximate balance of said account was \$32,826.00. The parties Merrill Edge account ending in #5472 shall be the sole and separate

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property of the Wife, inclusive of any appreciation or depreciation due to market fluctuation through the date of actual distribution, and the Husband hereby relinquishes any and all rights in and to this account. The Wife shall be responsible for all tax liabilities associated with this account and shall indemnify and hold Husband harmless from same. If possible, the Wife shall remove the Husband's name from this account. If it is not possible to remove the Wife's name from this account, the Wife shall withdraw 100% of the monies from this account into an account in her sole name and once she has done so, this account shall be immediately closed. The Husband shall execute any and all documents necessary to effectuate the terms of this Paragraph.

9.2 The Wife has a Bank of America Money Market account ending in #5619 titled in her sole name. As of July 8, 2024, the approximate balance of the Wife's Bank of America Money Market account ending in #5619 was \$45,993.00. The Wife shall retain her Bank of America Money Market account ending in #5619 as her sole and separate asset. The Husband waives any and all right, title and interest to same.

9.3 The Wife has a Merrill Edge Money Market account ending in #5496 titled in her sole name. As of June 28, 2024, the approximate balance of the Wife's Merrill Edge Money Market account ending in #5496 was \$177,029.00. The Wife shall retain her Merrill Edge Money Market account ending in #5496 as her sole and separate asset. The Husband waives any and all right, title and interest to same.

10. **RETIREMENT ASSETS**

10.1 The Husband has a Charles Schwab Andrew D. Hodes, P.A., 401(k) account ending in #9446 titled in the Husband's sole name. As of June 30, 2024, the approximate value of this account was \$88,523.00. The Wife shall retain 100% of the monies in the Husband's Charles Schwab Andrew D. Hodes, P.A., 401(k) account #9446 as her sole and separate asset, inclusive of



any appreciation or depreciation due to market fluctuation through the date of actual distribution. The division shall be by virtue of a Qualified Domestic Relations Order (“QDRO”). Within twenty (20) days of the Effective Date of this Agreement, the Husband shall hire Matt Lundy to prepare the QDRO. The Husband shall pay 100% of the fee for the preparation of the QDRO, have it approved by the plan administrator, submit it to the Court and then forward it back to the plan administrator for processing so that the Wife can receive 100% of this account as stated above into a qualified plan in her sole name. The parties agree to execute any and all documents necessary for the Wife to receive 100% of this account into a qualified plan in the Wife’s sole name. The Wife shall retain her new retirement account in her sole name as her sole and separate asset and the Husband waives any and all right, title, and interest to the same. Neither party shall remove any monies from this account before the division of the account is effectuated. The Wife shall be responsible for all tax liabilities associated with this account and shall indemnify and hold Husband harmless from same.

11. **BUSINESS INTERESTS/ENTITIES**

11.1 The Husband currently owns a 100% interest in the following business entity (collectively referred to as “Business Entity”):

11.1.1 Andrew Hodes, P.A., a Florida Profit Corporation.

11.2 The Husband shall retain as his sole and separate property all stock, equity, and interest in the Business Entity, including assets, liabilities (including Bank of America MC credit card #9230), real properties, bank accounts (Bank of America business checking #5421, Bank of America IOLTA checking #3693, Invoiced Receivables estimated at \$10,000 as of July 12, 2024), brokerage accounts, all right to receive dividends, distributions or compensation from the Business Entity, as well as any personal or enterprise goodwill. The Wife hereby relinquishes all right, title

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and interest in and to the foregoing Business Entity.

11.3 The Husband agrees to indemnify and hold the Wife harmless from all claims against Husband individually and/or Andrew Hodes, P.A., and all liabilities associated with the Business Entity, inclusive of all tax liabilities related thereto.

12. **VEHICLES**

12.1 The Wife drives a 2023 Hyundai Santa Fe. Said vehicle is leased in the Wife's sole name. The Wife shall retain exclusive use and possession of her 2023 Hyundai Santa Fe. The Husband waives any and all right, title and interest to same. The Wife shall be solely responsible for any and all expenses relating thereto, inclusive of all lease payments and turn-in expenses, fees or costs to be incurred upon turning in the vehicle at the end of the lease agreement (or whenever the Wife chooses to turn the lease in) including, but not limited to, excess miles, wear and tear, disposition fee; insurance, maintenance and repairs. The Wife indemnifies and holds the Husband harmless for any and all liabilities associated with this vehicle.

12.2 The Husband drives a 2022 Tesla Model 3 LR. Said vehicle is financed by a Bank of America Auto Loan ending in #0539 titled in the Husband's sole name. The Husband shall retain exclusive use, occupancy and ownership of his 2022 Tesla Model 3 LR. The Wife waives any and all right, title and interest to same. The Husband shall be solely responsible for any and all expenses relating thereto, inclusive of auto loan payments, insurance, maintenance and repairs. The Husband indemnifies and holds the Wife harmless for any and all liabilities associated with this vehicle.

13. **LIFE INSURANCE**

13.1 The Husband is currently the owner of a AIG Term Life policy #6344, AIG Term Life Policy #8860, LadderLife Term Policy #20X1, the two (2) Standard Disability Policy #xx

Life Insurance Policy. The Husband shall retain each of the foregoing life insurance policies as his sole and separate property, and the Wife relinquishes any and all interest she has in said policies. The Husband shall be 100% responsible for any and all premiums associated with the herein life insurance policies and the Husband indemnifies, defends and holds Wife harmless for same.

14. **OTHER ASSETS**

14.1 The Husband shall retain the engagement ring as his sole and separate property and the Wife relinquishes any and all interest that she has in said ring. The Husband acknowledges that as of the Effective date of this Agreement, the Wife has already returned the engagement ring to the Husband in a condition satisfactory to the Husband.

14.2 The Wife shall retain her wedding ring as her sole and separate property and the Husband relinquishes any and all interest that he has in said ring.

14.3 The Husband shall retain all furniture, furnishings and entertainment equipment currently in his possession. The Wife waives any and all right, title and/or interest in and to the same.

14.4 The Wife shall retain all furniture, furnishings and entertainment equipment currently in her possession. The Husband waives any and all right, title and/or interest in and to the same.

14.5 Each Party shall retain his and her respective jewelry, clothing, and personal items and personal electronic devices. Each party waives any and all right, title and/or interest in and to the other party's items.

14.6 It is hereby agreed that any and all tangible personal property jointly owned in the marriage shall be owned exclusively by the Party in whose possession it is, except as otherwise provided for herein. Each party waives any and all right, title and/or interest in and to the other

party's items.

14.7 Both Parties are entitled to any family photographs and videos. The Parties shall mutually divide the photographs and videos, if they wish to do so. If, however, both Parties desire the same photographs or videos or, then those items shall be duplicated. The Parties shall equally share the expense of duplication.

14.8 Both parties shall each be entitled to retain any and all reward points/miles/credits ("Credit Card Rewards") on their respective credit cards as of the Effective Date of this Agreement and thereafter. Each party waives any and all right, title and/or interest in and to the other party's Credit Card Rewards.

15. **CREDIT CARDS**

15.1 The Husband shall be responsible for any and all credit cards/debt in his name alone and/or in his name jointly with a third-party other than the Wife including, but not limited to:

15.1.1 American Express Blue xx76008 (H); and

15.1.2 Chase Visa #0963 (H); and

15.1.3 Citi Rewards (#6054) (H).

The Husband shall indemnify and hold the Wife harmless from any and all claims, damages, and demands against her with regard to these obligations. However, any charges the Wife may have made against the Husband's credit cards that have not yet been reflected on his electronic statement(s) and/or after the Effective Date of this Agreement shall become the responsibility of the Wife and she shall be responsible for the reimbursement to the Husband for any such charges, within five (5) days of the Husband providing documentation to the Wife of said charges.

15.2 The Wife shall be responsible for all outstanding obligations on credit cards in her name. The Wife shall indemnify and hold the Husband harmless from any and all claims, damages,

and demands against him with regard to these obligations. However, any charges the Husband may have made against the Wife's credit cards that have not yet been reflected on his electronic statement(s) and/or after the Effective Date of this Agreement shall become the responsibility of the Husband and he shall be responsible for the reimbursement to the Wife for any such charges, within five (5) days of the Wife providing documentation to the Husband of said charges.

15.3 From and after the Effective Date of this Agreement neither, neither Party shall incur any debts through the use of the other Party's name or credit.

15.4 The parties hereby agree to cancel any jointly titled credit cards or charge cards within five (5) days of the date of this Agreement, if any. If either party is listed as an additional user on the other party's card, then the party whose name the card is in is hereby authorized to cancel the other party as an additional user and the corresponding card. Each party shall be responsible for obtaining new cards in his or her own name. In the event that any party fails to comply with this provision, the defaulting party shall hold the innocent party harmless for the same and reimburse the innocent party for any and all expenses incurred in defending the same including, but not limited to, any attorney's fees and costs resulting therefrom.

15.5 Both parties represent that they have not taken out any credit cards and/or lines of credit and/or financial obligations other than the liabilities disclosed in this matter.

## 16. INCOME TAX

16.1 Commencing in 2024, and in all years thereafter, the Parties shall file separate income tax returns. Each Party shall be responsible for any taxes, penalties and interest on said tax returns and each party will be entitled to keep his/her own refund, if any. The parties acknowledge that they are owed a refund from the 2023 tax year in the approximate amount of \$7,680.00. Within thirty (30) days of the execution of this Agreement, the Husband shall issue a check to the Wife in

the amount of \$3,840.00, which represents the Wife's 50% share of said refund. The Husband shall then be entitled to claim 100% of the 2023 tax refund of \$7,680 on his 2024 tax return.

16.2 Both Parties represent and agree that to their knowledge, no current liability is outstanding on any joint tax return previously filed by the Parties and there is no interest, penalties or tax deficiencies owing at this time, and no tax deficiency proceeding or audit on them is pending or threatened. However, if any additional tax liability is assessed for any years that the Parties filed joint tax returns, the Husband shall be solely responsible for the additional tax, penalties, and interest, as well as of all accounting and/or attorney's fees and costs that would be necessary to resolve the outstanding issue with the Internal Revenue Service. The Husband agrees to indemnify and hold harmless the Wife with regards to any additional tax, interest and penalties incurred by them on any previously filed joint return. Each Party shall exchange all notification of any audits or reviews of any joint tax returns within five (5) days of receipt of said notice.

16.3 There shall be no waiver of the Innocent Spouse provisions of the Internal Revenue Code.

## 17. **PROFESSIONAL FEES AND COURT COSTS**

17.1 Except for the attorney's fees, suit monies and costs that have been paid to date by either party on behalf of the other party, each Party shall be solely responsible for the payment of his or her own attorney's fees, accounting fees, and costs in connection with the dissolution of marriage of the Parties and in connection with the preparation and execution of this Agreement. This does not include attorney's fees and costs and expert fees and costs awarded as a result of any enforcement/contempt/non-compliance issues that may arise over the terms of this Agreement prior to the entry of the Final Judgment of Dissolution of Marriage.

17.2 In the event of a legal action or other proceeding arising out of this Agreement, or

a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, the prevailing party shall be entitled to recover his or her reasonable attorneys' fees, professionals' fees, and costs, whether the same be incurred in mediation, trial court, the post-judgment proceedings or any appellate court. The prevailing party shall also be entitled to recover any reasonable attorneys' fees and costs, and professional's fees and costs incurred in litigating the entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of attorneys' fees and costs due.

## 18. EXECUTION OF SUBSEQUENT DOCUMENTS

18.1 In the event either Party shall hereafter sell or convey any real property now owned or hereafter acquired by either of them individually, and if in such sale or conveyance it shall be required that the other Party who owns no actual present interest therein, join in the execution of the deed, the Parties agree that they each will, upon the other Party's request, join in the execution of such deed or deeds, without payment or consideration.

18.2 Each of the Parties hereto covenants and agrees that at the request of the other Party, or in the event of his or her death, at the request of his or her executor, administrator, or other legal representatives, he or she will execute and deliver any and all necessary or proper instruments to carry out the purposes and intent of this Agreement. The Party requesting an instrument shall be responsible for its preparation.

18.3 Within a reasonable time after written demand, but in no event more than thirty (30) days unless a different time period is set forth herein, each Party shall execute, acknowledge and deliver all documents or instruments, and do such other acts and things as may be required to carry out the provisions of this Agreement. If a Party fails on demand to comply with this provision, he or she shall pay to the other all attorney's fees and costs and other expenses

  
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reasonably incurred as a result of that failure.

19. **GENERAL AND MUTUAL RELEASE**

19.1 Except as otherwise provided in this Agreement, each Party hereto forever renounces and relinquishes all claims of whatsoever kind, up to the Effective Date of this Agreement, and thereafter, in or to any property or estate of whatsoever kind, whether real or personal, tangible or intangible, causes in action, and any other property of which he or she is now or at any time hereafter may be seized or possessed, including, without limitation, the right to take as a beneficiary of any revocable trust, retirement plan, life insurance policy, life insurance trust, or annuity, it being the intention of the Parties hereto that this Agreement constitutes a complete, general and mutual release of all such claims or interests whatsoever.

19.2 Except as otherwise provided in this Agreement, it is the intention of the Parties that under no circumstances shall a Party receive any benefit, including any death benefit or proceeds, pursuant to a revocable trust, retirement plan, or life insurance policy or annuity owned by the other Party, as it may or may not be amended, and that any rights to receive such a benefit shall become void as of the Effective Date of this Agreement. If either Party fails to remove the other Party as a designated beneficiary of any revocable trust, retirement plan, life insurance policy, life insurance trust, or annuity, then unless otherwise expressly provided for in this Agreement, upon the death of the Party who owns the retirement plan, life insurance policy or annuity, the living Party shall execute documents reasonably requested to reflect that the living Party no longer has any entitlement to such benefit or proceeds of the life insurance or retirement plan. Failure of the living Party to execute the requested document(s) shall permit the deceased Party's estate to construe the living Party as having pre-deceased the deceased Party.

19.3 Except as may be otherwise provided in this Agreement, each Party waives,



releases and relinquishes all rights that he or she may now have or may hereafter acquire as the other Party's spouse under the present or future laws of any jurisdiction:

19.3.1 To elect to take against any Last Will or Codicil of the other Party now or hereafter in force;

19.3.2 To share in or make a claim against the other Party's estate except for any claim arising out of a right set forth in this Agreement;

19.3.3 To act as the Personal Representative of the other Party's estate;

19.3.4 To any pre-dissolution designation in the other Party's retirement or life insurance, including all interest, expectancy, rights, and benefits to the policy, including the death benefits or proceeds; and

19.3.5 To act as pre-need guardian, guardian of the person or property of the other Party, an attorney in fact for the other Party, or in any other capacity for or on behalf of the other Party, unless a legally binding document authorizing such action is executed by the Parties subsequent to the Effective Date of this Agreement.

19.4 Each Party shall henceforth hold, possess and enjoy for his or her sole and separate use and free from interference and control by the other, all of the real and personal estate, chooses in action and other property of which he or she is, or at any time hereafter may be seized or possessed. Without affecting the generality of the foregoing, each Party waives, releases and bars himself and herself of all right of spouse's share, spouse's elective share, dower or curtesy, as the case may be, in any real or personal property which either Party now has or may hereafter acquire, and each will, upon request, execute good and sufficient releases of spouse's share, spouse's elective share, dower or curtesy to the other, or to his or her heirs, executors, personal representatives, administrators or assigns, or will join, at the request of the other, in executing any

deed or other instrument affecting such real or personal property; provided, however, that nothing contained herein shall in any way constitute a waiver of the right of either Party to a full and complete performance of the terms of this Agreement by the other.

19.5 Except as otherwise specifically provided in this Agreement, each Party releases the other from all cause or causes of action, claims, rights or demands, whatsoever, in law or in equity, that either of the Parties ever had, or now has as of the Effective Date of this Agreement, against the other including, without limitation, property conveyed by one Party to the other Party pursuant to this Agreement, property held by tenancies by the entireties, all causes of action for any and all torts or other injuries to the person or to property, except any or all cause or causes of action for dissolution of marriage, whether such action is presently pending or is instituted in the future.

## 20. **REPRESENTATION BY COUNSEL**

20.1 Each Party has had independent legal advice by counsel of his or her own selection in the negotiation of this Agreement. The Wife has been represented by Danielle M. Ostrovsky, Esq. of Ostrovsky Law (“Wife’s Counsel”), and the Husband has been represented by Jonathan Z. Schiller, Esq. of Brinkley Morgan (“Husband’s Counsel”).

20.2 Both parties acknowledge that they have reviewed this Agreement with his or her respective counsel prior to executing this Agreement. Each Party represents that he or she (i) fully understands this Agreement and is fully informed as to the facts relating to the subject matter of this Agreement, and as to the rights and liabilities of both Parties; (ii) is signing this Agreement freely and voluntarily, intending to be bound by it; and (iii) has read, considered, and understands each provision of this Agreement. Each Party agrees that the terms and provisions of this Agreement are fair and equitable.

20.3 Both parties acknowledge that they and/or their counsel have participated in the preparation of this Agreement, and revisions of same, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities shall be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments or exhibits thereto.

20.4 Each party has been given sufficient time to review this Agreement and understand each party's rights and obligations herein. Each party has asked all questions of their counsel prior to executing this Agreement.

## 21. DISCLOSURES

21.1 Each has made full and complete financial disclosure to the other of his or her current income, assets, and liabilities and financial condition, and expenses as they exist as of the execution of this Agreement, as set forth in the Parties' respective Financial Affidavits and other financial disclosure, and each has had the full and unfettered opportunity to obtain from the other any additional information or explanation of any matter constituting the financial circumstances of the Parties, or any information the Parties have relied upon in negotiating and reaching this Agreement.

21.2 In entering into this Agreement, both Parties have had adequate information about each other's financial circumstances and conditions. Each Party is satisfied with the financial disclosure he and she have received, and acknowledges that the information they have received is sufficient to enable each of them to enter into this Agreement. Each Party acknowledges, affirmatively and unequivocally, that he and she have been given an opportunity to conduct discovery and engage in an investigation of the other's net worth, income, assets and liabilities as he or she wishes, but neither Party wishes to conduct such additional investigation or to receive any additional information concerning the other Party's present or possible future net worth, assets,

  
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liabilities, and income.

21.3 Each Party irrevocably waives production of any documentation beyond that which has been previously produced in regard to the income, assets and financial circumstances disclosed by each Party. Each Party irrevocably waives any right that he or she may have to receive such additional information or to challenge the validity of this Agreement on the grounds that he or she did not pursue or obtain such additional investigation or disclosure. Each Party acknowledges that additional financial disclosure from the other Party would in no way impact or alter his or her decision to enter into this Agreement.

21.4 Each Party is aware of the law of Florida with respect to the power of courts under certain conditions, to modify the terms of this Agreement and the effect of the waiver of that right.

22. **WIFE'S WARRANTIES**

22.1 Other than as provided for herein, the Wife warrants that there is no existing indebtedness, contract, charge or liability whatsoever which she has individually incurred for which the Husband, his legal representatives, heirs, assigns, property or estate shall or may become liable. The Wife warrants that she will not, at any time hereafter, contract any debt, charge or liability whatsoever for which the Husband, his legal representatives, heirs, assigns, property or estate shall or may become liable.

23. **HUSBAND'S WARRANTIES**

23.1 Other than as provided for herein, the Husband warrants that there is no existing indebtedness, contract, charge or liability whatsoever which he has individually incurred for which the Wife, her legal representatives, heirs, assigns, property or estate shall or may become liable. The Husband warrants that he will not, at any time hereafter, contract any debt, charge or liability whatsoever for which the Wife, her legal representatives, heirs, assigns, property or estate shall or

may become liable.

24. **SUBSEQUENT DISSOLUTION OF MARRIAGE**

24.1 Nothing contained in this Agreement shall be construed to prevent either Party from pursuing the pending an action for dissolution of marriage subject to the following:

24.1.1 The Wife and the Husband shall make no claim, except in accordance with the provisions of this Agreement.

24.1.2 This Agreement shall be offered in evidence by either Party in any dissolution action and, if acceptable to the Court, shall be incorporated by reference in the judgment that may be rendered. However, notwithstanding incorporation in the judgment, this Agreement shall not be merged in it, but shall survive the judgment and shall be binding on the Parties for all time. The Court shall retain jurisdiction for purposes of enforcing this Agreement.

24.2 This Marital Settlement Agreement may be filed in the dissolution of marriage proceeding if required by the Court, but both Parties agree to request that the Court allow them not to file it publicly. If the Court permits, the Parties stipulate that each Party has an executed copy of this Agreement, and the attorney for each Party also has an executed copy. If the Court denies the request not to file the Marital Settlement Agreement, this Agreement will be filed in the Court file. Either way, each Party will have executed copies of this Agreement for use in enforcement or supplementary proceedings.

24.3 If the Court denies the request to keep the Marital Settlement Agreement confidential, then his Agreement shall be incorporated by reference in the Final Judgment that may be rendered. However, notwithstanding incorporation in the Final Judgment, this Agreement shall not be merged in it, but shall survive the judgment and shall be binding on the Parties for all time.

The Court that entered the Final Judgment shall retain jurisdiction for purposes of enforcing this Agreement.

25. **RECONCILIATION**

25.1 Reconciliation shall not affect the provisions of this Agreement and shall not affect the validity and enforceability of this Agreement in any future proceedings, dissolution or otherwise, regardless of when those proceedings are instituted or commenced. Both Parties waive any defense of reconciliation to any future enforcement of this Agreement. The Parties intend this paragraph to be an explicit understanding that any executory provisions of this Agreement remaining at any time of reconciliation regarding the distribution of property interests, shall not be affected or abrogated by reconciliation and that those provisions shall survive and be binding upon the Parties nonetheless. Notwithstanding anything herein to the contrary, all alimony provisions shall be abrogated in the event of the Parties' reconciliation.

26. **TAX ADVICE**

26.1 Both Parties hereby acknowledge and agree that each has had the opportunity to retain his or her own Certified Public Accountant, accountant, tax advisor or tax attorney with reference to the tax implications of this Agreement. Further, both Parties hereby acknowledge that neither has relied upon the tax advice that may or may not have been given by his or her family law attorney in negotiating this Agreement. The parties acknowledge that any attorney involved with this Agreement does not claim to be a tax expert. Further, the Parties acknowledge and agree that their signatures to this Agreement serve as the acknowledgment that they have read this particular paragraph and that they have had the opportunity to seek independent tax advice.

27. **BINDING NATURE**

27.1 This Agreement shall be binding on the Parties hereto as of its Effective Date and

shall remain binding thereafter unless, by mutual agreement in writing, it is subsequently modified or abandoned.

27.2 Except as otherwise specifically provided herein, this Agreement shall be binding upon the heirs, legatees, devisees, administrators, personal representatives, attorney(s)-in-fact, guardians, and executors of the Parties hereto, and in the event of the death of either of the Parties to this Agreement while it is in force and effect, the estate of said deceased Party shall be responsible for the performance of the obligations and conditions of this Agreement.

28. **EXECUTION**

28.1 This Agreement is executed in duplicate. Each of such executed duplicates shall be deemed to be an original and shall have the same force and effect as if it alone has been executed by the Parties.

28.2 In the event a signed original of this Agreement is scanned or imaged, the Parties agree that such scanned or imaged document shall constitute an original for all purposes.

28.3 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together constitute one and the same Agreement.

29. **AMENDMENT OR MODIFICATION**

29.1 The Parties agree that no modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formalities as this Agreement or except by a court of competent jurisdiction pursuant to the laws of Florida and the terms of this Agreement. The provisions of this Agreement which are designated as non-modifiable are intended to remain so, notwithstanding this provision. The failure of either Party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement on the part of the other Party to be performed shall not be construed as a waiver

  
SRS

  
ADH



or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect.

30. **ENTIRE AGREEMENT**

30.1 This Agreement contains the entire agreement of the Parties with respect to the issues addressed herein. There are no representations, promises or undertakings other than those expressly set forth herein and as contained on the documents attached hereto and referenced herein.

31. **INTERPRETATION**

31.1 The Paragraph headings of this Agreement are for the convenience of reference only and shall not affect the interpretation of any provision hereof.

32. **LAW**

32.1 This Agreement shall be interpreted and governed by the laws of the State of Florida and it has been entered into by all parties in recognition of such laws. Additionally, this Agreement shall be binding in all of the United States. Venue to enforce this Agreement shall lie exclusively in Palm Beach County, Florida.

33. **INDEMNIFY AND HOLD HARMLESS**

33.1 In any instance in which either Party is required to indemnify or hold harmless the other under this Agreement, such hold harmless or indemnification shall include all demands, claims or damages against the indemnified Party resulting, directly or indirectly, from the matter or thing indemnified against. The indemnification and hold harmless shall include, without limitation, the following items incurred in defending any such claims, demands or damages: taxable court costs, other reasonable and necessary related but non-taxable costs and expenses, reasonable professional fees and attorney's fees necessarily required from the time any litigation or other dispute resolution proceeding is commenced until appeals are final, if any. This provision



shall apply whether the litigation or other dispute resolution proceeding seeks a declaration of rights, reformation, damages for default, damages for misrepresentation, indemnification, contribution, subrogation or other legal or equitable remedies.

34. **NOTICE CLAUSE**

34.1 Unless otherwise specifically provided herein, all notices to be given hereunder shall be in writing and shall be personally delivered, emailed, or sent via FedEx, UPS, or other trackable delivery service, to the Parties at the following addresses:

Wife's Mailing and Email Addresses:

20977 Uptown Avenue, Apt 305, Boca Raton, FL 33428

sillerstacey@gmail.com

Husband's Mailing and Email Addresses:

6751 North Federal Highway, Suite 200, Boca Raton, FL 33487

andrewhodespa@gmail.com

34.2 Such Party may change the place to which any Party hereto is entitled to receive any notice by giving notice thereof at the above delineated mailing and/or email address for the respective Parties.

34.3 The effective date of any notice shall be the date upon which it is actually personally delivered to the Husband or the Wife, or the date received via email, or, in the event sent by via FedEx, UPS, or other trackable delivery service, upon the date delivered.

35. **SEVERABILITY**

35.1 If any particular provision, or part thereof, of this Agreement is deemed or declared to be invalid, void or unenforceable by any court of competent jurisdiction, the other provisions, or parts thereof, of this Agreement shall continue in full force and effect and shall be valid and

enforceable according to their terms. However, the Court which declares any provision void, invalid or unenforceable may make such awards that in its discretion are fair and equitable to compensate either or both Parties for any loss or expense associated with the void, invalid or unenforceable provision consistent with the intent of the Parties in this Agreement. If this Agreement is deemed or declared to be invalid, void or unenforceable in whole, or set aside for any reason whatsoever by a court of competent jurisdiction, the Prenuptial Agreement shall be reinstated and the Parties shall have all rights and remedies available to him or her as if this Agreement was never entered into.

36. **EFFECTIVE DATE**

36.1 The Effective Date of this Agreement shall be the last date on which either of the Parties signs it.

37. **PERFORMANCE**

37.1 From and after the Effective Date of this Agreement, neither Party will take any action that would prohibit, inhibit or diminish in any way, the ability of any Party nor any entity related to that Party to perform the obligations of this Agreement. Further, it is the intent of this Agreement that neither Party will take any action that will cause any damage to the other or to any entity related to that Party. The failure of any party to insist on strict performance of any of the provisions of this Agreement is not a waiver for the future of those provisions which shall continue in full force and effect.

38. **FAIRNESS OF AGREEMENT**

38.1 The Parties declare and acknowledge that the terms contained in this Agreement are equitable, fair and just, and that this Agreement is commensurate with the financial means and social positions.

38.2 The Wife specifically waives any right to seek modification, abrogation or to otherwise seek to set aside or vacate any of the terms of this Agreement based on any allegations or assertions that this Agreement is unfair, or that this Agreement represents any form of “overreaching” based upon the allocation of the parties’ assets and liabilities or upon the support or attorney’s fees, suit monies and costs provisions. The Wife expressly states that she has not been coerced, harassed, intimidated or threatened in any way with respect to the execution of this Agreement or with respect to her consent to the terms and conditions of this Agreement. The Wife represents that she was free of any kind of mind-altering drugs or alcohol at the times she reviewed this Agreement and at the times she executed this Agreement. In view of the foregoing, the Wife specifically waives any right to seek modification, abrogation or to otherwise seek to set aside or vacate any of the terms of this Agreement based upon any allegations or assertions that this agreement is the product of duress, coercion, intimidation, threat or any other form of improper or undue influence as defined by current case law or as may be hereafter defined by case law or statutory law in the future.

38.3 The Husband specifically waives any right to seek modification, abrogation or to otherwise seek to set aside or vacate any of the terms of this Agreement based on any allegations or assertions that this Agreement is unfair, or that this Agreement represents any form of “overreaching” based upon the allocation of the parties’ assets and liabilities or upon the support or attorney’s fees, suit monies and costs provisions. The Husband expressly states that he has not been coerced, harassed, intimidated or threatened in any way with respect to the execution of this Agreement or with respect to his consent to the terms and conditions of this Agreement. The Husband represents that he was free of any kind of mind-altering drugs or alcohol at the times he reviewed this Agreement and at the times he executed this Agreement. In view of the foregoing,

the Husband specifically waives any right to seek modification, abrogation or to otherwise seek to set aside or vacate any of the terms of this Agreement based upon any allegations or assertions that this agreement is the product of duress, coercion, intimidation, threat or any other form of improper or undue influence as defined by current case law or as may be hereafter defined by case law or statutory law in the future.

39. **AUTHORSHIP**

39.1 If it becomes necessary for any reason to construe this Agreement as permitted by the Rules of Evidence of the State of Florida, this Agreement will be construed as being jointly prepared and written by all Parties hereto.

40. **HEADINGS**

40.1 Headings are for reference only and shall not be construed to limit or expand any of the terms of this Agreement.

41. **DOCUSIGN/PDF/ELECTRONIC COPIES**

41.1 PDF copies, electronic copies, and facsimile copies of this Agreement and all Agreements referenced herein shall act and operate as original signatures and shall be treated in all respects as if it was an original signature.

42. **INDEMNIFY AND HOLD HARMLESS**

42.1 In any instance in which either party is required to indemnify or hold harmless the other under this Agreement, such hold harmless or indemnification shall include all demands, claims or damages against the indemnified party resulting, directly or indirectly, from the matter or thing indemnified against. The indemnification and hold harmless shall include, without limitation, the following items incurred in defending any such claims, demands or damages: taxable court costs, other related but non-taxable costs and expenses, reasonable professional fees

and attorney's fees necessarily required from the time any litigation or other dispute resolution proceeding is commenced until appeals are final, if any. This provision shall apply whether the litigation or other dispute resolution proceeding seeks a declaration of rights, reformation, damages for default, damages for misrepresentation, indemnification, contribution, subrogation or other legal or equitable remedy.

42.2 The parties specifically agree that the indemnification provisions of this Agreement are in the nature of support and therefore are subject to the remedy of contempt should either party fail to timely pay their respective obligations.

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IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this day and year first above written.

Signed, sealed and delivered in the presence of:

Kristen E. Gieverdag  
Witness as to Wife

Stacey Siller  
STACEY R. SILLER, Wife

[Signature]  
Witness as to Wife

Sheri Nett  
Witness as to Husband

Andrew Hodes  
ANDREW D. HODES, Husband

[Signature]  
Witness as to Husband

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3<sup>rd</sup> day of February, 2025, by STACEY R. SILLER, who is  personally known to me, or  who has produced a \_\_\_ Driver's License or \_\_\_\_\_ as identification.

[Notary Seal]

Crystal Clark  
Notary Public  
Crystal Clark  
Name typed, printed or stamped  
My Commission Expires: 08/31/2025



Crystal Clark  
Comm.: HH 171754  
Expires: Aug. 31, 2025  
Notary Public - State of Florida

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3 day of February, 2025, by ANDREW D. HODES, who is  personally known to me, or  who has produced a \_\_\_ Driver's License or \_\_\_ as identification.

[Notary Seal]

Yvonne Perez Nordseth  
Notary Public

Name typed, printed or stamped  
My Commission Expires: \_\_\_\_\_

