

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT,
IN AND FOR SEMINOLE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

Case No.: 2022-DR-002872

LOUIS HAMILTON,
Petitioner/Husband,

and

LISA HAMILTON,
Respondent/Wife.

_____ /

ADDENDUM TO MEDIATED MARITAL SETTLEMENT AGREEMENT

COMES NOW, the Petitioner, LOUIS HAMILTON, and Respondent, LISA HAMILTON, and file this Addendum to Mediated Marital Settlement Agreement, and state and agree as follows:

1. The parties entered into a Mediated Marital Settlement Agreement on March 9, 2023 (filed on March 9, 2023).
2. This addendum shall modify paragraph 27 and 32(c) of the Mediated Marital Settlement agreement and shall supersede the language therein.
3. Any aspects of the Mediated Marital Settlement Agreement not mentioned herein remain unchanged.
4. The Wife shall retain the following items from the martial home free and clear of any claims from the Husband:
 - a. Pink AR rifle and Smith and Wesson M&P.
 - b. All couches.
 - c. All furniture in the upstairs master bedroom, including but not limited to the mattress and box spring.
 - d. All other bedroom furniture including but not limited to their daughter's bedroom furniture and the mattress in the downstairs master bedroom, but not including all other furniture in the downstairs master bedroom.

- e. All arcade games and the air hockey table.
 - f. All items in the craft room, including but not limited to the Glowforge.
 - g. The Samsung TVs and associated wall mounts, except the game room TV and mount.
 - i. The Wife shall be responsible for patching and painting all holes made as a result of removing the wall mounts. Said repairs shall be performed by a professional of the Wife's choosing prior to vacating the marital home and at her sole expense.
 - h. Refrigerator.
 - i. Washer and Dryer
 - j. All artwork, Disney memorabilia, and holiday décor.
 - k. Daughter's oversized wall teapot and up house in daughter's playroom.
 - i. The Wife shall be responsible for patching all holes made as a result of removing items. Said repairs shall be performed by a professional of the Wife's choosing prior to vacating the marital home and at her sole expense.
 - l. Wine in the wine cellar.
 - m. All backyard furniture.
5. The Husband shall retain the following items from the martial home free and clear of any claims from the Wife:
- a. All firearms in the home, with the exception of those retained by the Wife above.
 - b. All tactical/camping gear to include night vision, thermal, jackery solar battery, and generators.
 - c. All long-term storage food.
 - d. Downstairs master bedroom furniture, excluding the mattress, office furniture, desk, bookcase, and books.
 - e. Whiskey bar table and chairs.
 - f. Wet bar items and dining room table and chairs.
 - g. TV purchased for his Mother.
 - h. Game room TV and mount.
 - i. All installed fixtures in the home not referenced herein.
6. The Husband has a Thrift Savings Plan (referred to herein as "Plan" for purposes of this section). The parties stipulate that the Wife is entitled to a net amount of \$105,000.00 (Valuation Amount) from the Husband's Plan calculated as \$140,000.00 minus 25% for expected tax consequences resulting from Wife's withdrawal of \$140,000.00. The Wife's receipt of an

amount of \$140,000.00 from Husband's Plan in addition to Husband's payments per paragraphs 32(a) and 32(b) of the Mediated Marital Settlement Agreement , commencing March 31, 2023, with last payment being September 1, 2023, shall satisfy the Husband's equalizing payment obligation to the Wife. The Wife otherwise relinquishes all right, title, and interest she may have in Plan. The Wife's interest in the Plan in the amount of \$140,000.00 shall be distributed to the Wife according to the Plan's procedures/requirements for same. If the Plan requires a Retirement Benefits Court Order (RBCO) or similar Order requiring the transfer of Wife's ownership interest as per the Valuation Amount, the Husband shall pay for all (100%) of all fees and costs associated with same, including retention of legal counsel to prepare any court orders required to effectuate the division of the Plan. Within seven (7) days of executing this Agreement, the Husband shall contact the Plan to determine the process for transferring the Wife's ownership interest pursuant to a dissolution of marriage, and whether the Plan may distribute Wife's portion without necessity of a RBCO/similar Order. Within seven (7) days of receiving the information from the Plan as to the steps needed to effectuate this paragraph, the Husband shall retain counsel for the RBCO/similar Order. If a RBCO/similar Order is not required to disburse Wife's ownership interest

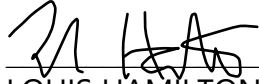
and the Plan may disburse the funds according to its own internal procedures, but fees/costs are still incurred as a result of same, they shall be fully (100%) borne by the Husband. Husband shall pay the Wife, the Wife's interest in the Plan as determined by the Valuation Amount as soon as reasonably possible after the execution of the Final Judgment or within seven (7) days of the Plan informing the Husband that the funds can be distributed whichever occurs first.

7. Both parties shall execute all documents needed to effectuate the above paragraph as soon as reasonably possible, but no later than seven (7) days after the receipt of any document to be executed.
8. It is the intention of the parties that the Wife receive a net of \$105,000.00 from the Husband's Plan. Therefore, within 15 days of the Wife filing her 2023 tax return, but no later than April 30, 2024, the Wife shall provide to the Husband a copy of her filed 2023 tax return.
9. The effective tax rate is to be determined based upon said return by dividing the total tax liability by the total income (not the Adjusted Gross Income – AGI).
10. The effective tax rate shall be applied to the transfer of \$140,000.00 to determine the actual net value received by the Wife.
 - a. If the net value exceeds \$105,000.00, the Wife shall have sixty (60) days to pay the Husband the difference between the net value and \$105,000.00.
 - b. If the net value is less than \$105,000.00, the Husband shall have sixty (60) days to pay the Wife the difference between the net value and


\$105,000.00.

Date: 04/25/2023


Date: 04/25/2023



LOUIS HAMILTON, Petitioner



LISA HAMILTON, Respondent



Michael J. Cortes, Esquire
Attorney for Petitioner



Atiya T. Clarke, Esquire
Attorney for Respondent

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed with the Clerk of the Court via Florida Court's E-Filing Portal system and a copy was provided to Michael J. Cortes, Esq. at service@cortesmedina.com, on this 27th day of April, 2023.

/s/ Atiya T. Clarke

[x] ATIYA T. CLARKE, ESQ.

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