**C PROPERTY DIVISION**

**C-7 STOCKS/BONDS CONTINGENT INTERESTS/DEFERRED COMPENSATION**

**Stock (one party to retain)**

Upon the execution of this Agreement, the Wife shall have the sole right to \_\_\_ shares of \_\_\_\_\_\_\_ Stock titled in her name. The Husband waives and relinquishes any claim and right thereto.

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**Restricted Stock Units/Deferred Compensation – Wife Waives Interest**

The Husband holds an interest in and/or has a right to receive deferred compensation from his employer, \_\_\_\_\_\_\_\_\_\_\_, including, without limitation, an \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Award, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Awards and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Awards (“Husband’s Deferred Compensation”), all of which shall remain the Husband’s sole and exclusive property. The Wife hereby waives and relinquishes any claim to the Husband’s Deferred Compensation. The Husband hereby intensifies and holds the Wife harmless from any liability relating to Husband’s Deferred Compensation, whether here to forever here in after incurred

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**Husband to Retain Shares and Pay Wife for her Interest Based on Agreed Upon Value**

The Husband represents that he is the owner of \_\_\_\_\_\_\_\_\_\_ shares of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“\_\_\_\_\_\_\_\_\_\_\_\_”), and \_\_\_\_\_\_\_\_ shares of \_\_\_\_\_\_\_\_\_\_\_\_\_ (“\_\_\_\_\_\_\_\_\_\_\_\_”) (collectively, the “\_\_\_\_\_ Shares”). The parties agree that the combined value of the \_\_\_\_\_\_\_\_\_\_\_\_ Shares is $\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_ per share for \_\_\_\_\_\_\_\_\_\_\_\_ and $\_\_\_\_\_\_ per share for \_\_\_\_\_\_\_\_\_\_\_\_). Within 45 days of the execution of this Agreement, the Husband shall pay to the Wife the sum of $\_\_\_\_\_\_\_\_\_\_\_ in full satisfaction of the Wife’s claims to share in the \_\_\_\_\_\_\_\_\_\_\_\_ Shares. The Wife hereby waives any and all right she may have to the \_\_\_\_\_\_\_\_\_\_\_\_ Shares.

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**Bonds/Bond Fund – Divided Equally with Similar Bases**

Municipal Bonds. The parties shall share equally their interests in the \_\_\_\_\_\_\_\_\_\_\_\_ NY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Municipal Bonds and the \_\_\_\_\_\_\_\_\_\_\_\_ INSD Tax Free \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, both of which are held in the Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account #\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Within 10 (ten) days of the execution of this Agreement, the parties shall take all steps necessary to transfer 50% of each such holding to an account in the Wife’s name designated for this purpose, such transfer to provide her with investments with a substantially equal basis to those retained by the Husband.

EE and I Bonds. The parties shall share equally the Series EE and Series I Bonds held by either or both of them, a list of which is annexed hereto as Exhibit B. Within 10 days of the execution of this Agreement, the parties shall take all steps necessary to divide the Bonds in such a way that each party retains bonds with a substantially equal present value and interest rate as those retained by the other party, as shown in Exhibit B.

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**Bond – Each Keeps Bond in Sole Name, joint bonds held together until maturity**

State of Israel and Series EE Bonds. Eachparty shall have the sole and exclusive right to retain all State of Israel and U.S. Series EE Bonds title to which is in his or her sole name. The parties shall divide equally the proceeds upon maturity of all State of Israel Bonds title to which is held by them jointly. In the event that any of the State of Israel and U.S. Series EE Bonds are titled to the one of the Children solely or together with Husband and/or Wife, the proceeds upon maturity of the State of Israel Bond(s) and/or Series EE Bond(s) shall be distributed directly to the Child who has sole or joint title to the State of Israel Bond(s) and/or Series EE Bond(s) and the parties acknowledge and agree that shall such proceeds not be shared with either of the parties.

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**Husband’s Deferred Compensation Plan with Strings- (Executive Income Plan) Wife to Receive Share of Husband’s Income Place as He Receives It**

The Husband holds a contingent interest in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Income Plan, pursuant to the Participant Agreement dated \_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_, a copy of which is annexed hereto as Exhibit \_\_\_. The Participant Agreement provides that upon Husband’s retirement from ABC, he shall be entitled to receive 180 monthly payments of $\_\_\_\_\_\_\_ each, totaling $\_\_\_\_\_\_\_\_\_\_, which payments shall be taxable as income to him (“ABC EIP Payments”).

 The parties agree that the Wife is entitled to a fifty (50%) share of any payments received by the Husband under the ABC Executive Income Plan, or $\_\_\_\_\_\_\_\_\_\_\_\_, minus any ordinary income taxes that may be incurred when the amount is received by the Husband as a result of each such payment. Should the Husband voluntarily waive or voluntarily forfeit any or all of the payments currently due to him under the ABC Executive Income Plan, T the Husband shall be obligated to pay make payment to the Wife of fifty (50%) percent of the payment(s) received by the Husband an amount equal to $\_\_\_\_\_\_\_\_\_\_\_, minus any ordinary income taxes incurred on said amount, in the same manner the Husband receives his sharepayment, upon the earlier of: (1) the Husband’s termination from ABC; (2) the Husband’s voluntary waiver and/or voluntary forfeiture of any or all of his benefits under the ABC Executive Income Plan; or (3) the Husband’s receipt of any benefit, bonus, or other compensation that the Husband may receive as a result of the Husband relinquishing, amending or being asked to relinquish or amend his current position as President and/or his current duties thereunder (the “ABC Exit Benefit”), provided that in no event shall the Wife receive more than’s entitlement exceed $\_\_\_\_\_\_\_\_\_\_ minus any ordinary income taxes the Husband may incur on said amount at the Husband’s then current effective income tax rate, and further provided that in no event is the Wife entitled to share in any Ordinary Bonus that the Husband may receive prior to his relinquishment of his current title and/or position. “Ordinary Bonus” shall mean the Husband’s annual bonus consistent with his annual bonus over the preceding seven (7) years at ABC. To secure the Wife’s interest in the ABC Executive Income Plan, the Husband agrees to retain the Wife as a 50% designated beneficiary under the ABC Executive Income Plan or other ABC Exit Benefit that requires the Husband to have a designated beneficiary. If ABC does not allow the Husband to designate a 50% beneficiary, the Husband agrees to retain the Wife as the sole designated beneficiary and the Wife agrees to forward, within five (5) days of her receipt thereof, any excess monies she receives beyond her interest in the ABC Executive Income Plan or other ABC Exit Benefit to another beneficiary designated by the Husband or the Husband’ s estate.

 Should the Husband receive the ABC EIP Payments or another form of ABC Exit Benefit, the Husband anticipates that ABC will withhold the approximate amount of the ordinary income taxes due on the same. The Husband shall notify the Wife, by email and certified mail, promptly upon his receipt of any correspondence regarding the ABC Executive Income Plan and/or any other ABC Exit Benefit from the date of the execution of this Agreement. Within 10 days of the Husband’s receipt of any or all of the ABC EIP Payments or other ABC Exit Benefit, the Husband shall pay to the Wife her share of that he receives and will provide her with documentation reflecting the payment that he received in the event that the amount he receives changes.

 Within 15 days of the filing of the Husband’s income tax returns for any tax year in which he received ABC EIP Payments or other ABC Exit Benefits (which shall be no later than April 15, unless an extension is requested and granted, in which event it shall be no later than October 15, the Husband shall provide the Wife with notice via e-mail as to whether he has obtained such an extension), the Husband shall provide to the Wife documentation, prepared by his accountant, which reflects the actual tax incurred on the ABC EIP Payments or other ABC Exit Benefit. For the purposes of this Agreement, the “actual tax incurred on the ABC EIP Payments or other ABC Exit Benefits” shall be determined as follows: the Husband’s accountant shall prepare the Husband’s tax returns for the year in question, which returns shall reflect the ABC EIP Payments or other ABC Exit Benefits and the Husband shall timely file said returns, and thereafter, once the returns have actually been filed, the Husband shall, within 15 days of such filing, cause his accountant to prepare, at the Husband’s sole cost and expense, tax returns (the “hypothetical returns”) for said year which shall differ from the actual returns filed by the Husband in only one respect, to wit: they will omit the information pertaining to the ABC EIP Payments or other ABC Exit Benefits. The difference in the amount of the ordinary income taxes, if any, between the actual returns and the hypothetical returns shall constitute the “actual tax incurred on the ABC EIP Payments or other ABC Exit Benefits.”

 Wife’s accountants may have direct contact with Husband’s accountants to satisfy themselves that Husband’s accountant’s calculations were done correctly including the rights of those accountants to review the returns and the hypothetical returns and supporting documents, subject to a confidentiality agreement and with such review taking place in a mutually agreeable location and within 30 days of receipt of the Husband’s tax return and hypothetical returns.

 In the event that the actual ordinary income tax incurred on the ABC EIP Payments or other ABC Exit Benefits is greater than the amount withheld by ABC, then within 30 days of her accountant’s review as set forth in subparagraph (b) above, the Wife shall pay to the Husband 50% of the difference between the actual ordinary income tax incurred on the ABC EIP Payments or other ABC Exit Benefits and the amount withheld thereon by ABC. In the event that the actual ordinary income tax incurred on the ABC EIP Payments or other ABC Exit Benefits is less than the amount withheld thereon by ABC, then within 30 days of the Wife’s accountant’s review as set forth in subparagraph (b) above, the Husband shall pay to the Wife 50% of the difference between the actual ordinary income tax incurred on the ABC EIP Payments or other ABC Exit Benefits and the amount withheld thereon by ABC.

 The Husband represents that he will not undertake to waive his rights under the ABC Executive Income Plan and will not undertake to avoid having the Wife share in the ABC EIP Payments or other ABC Exit Benefits. If, upon the relinquishing of his position as President of ABC or of his duties thereunder, either through his choice or that of a third-party, the Husband is not entitled to receive ABC EIP Payments or other ABC Exit Benefits, the Wife shall have the right to conduct discovery regarding the Husband’s entitlement and any benefit that he may receive in lieu thereof.

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**Vested Stock Options**

The parties acknowledge and agree that during the marriage Husband was granted stock options as part of his employment compensation, which have vested but have not been exercised, and which are marital property (the “\_\_\_\_\_\_\_\_\_\_ Stock Options"). A Schedule of the \_\_\_\_\_\_\_\_\_\_\_\_ Stock Options is annexed hereto as Exhibit A. The parties agree to share equally in each \_\_\_\_\_\_\_\_\_\_\_ of the \_\_\_\_\_\_\_\_\_\_\_\_ Stock Options which shall be exercised as follows:

 As soon after the execution of this Agreement as may be practical, the Husband shall cause to be placed on all of the \_\_\_\_\_\_\_\_\_\_\_\_ Stock Options a “limit order” which automatically triggers the exercise of the Options in the event that the share price for \_\_\_\_\_\_\_\_\_\_\_\_ reaches $\_\_\_\_\_\_\_ and that such limit order shall remain in effect until \_\_\_\_\_\_ \_\_\_\_, 20\_\_\_. In the event that the \_\_\_\_\_\_\_\_\_\_\_\_ stock price does not reach $\_\_\_\_\_\_ by \_\_\_\_\_ \_\_\_, 20\_\_\_, Husband shall cancel the limit order on \_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_, and exercise the \_\_\_\_\_\_\_\_\_\_\_\_ Stock Options as soon as practical thereafter, but in no event later than \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_.

 Wife understands and acknowledges that capital gains and/or other taxes may be payable as a result of any exercise of Wife's 50% share of the \_\_\_\_\_\_\_\_\_\_\_\_ Stock Options (“Wife's Share of the \_\_\_\_\_\_\_\_\_\_\_\_ Stock Options) and Husband shall transfer to Wife the net after-tax proceeds of sale of the exercise of Wife's Share of the \_\_\_\_\_\_\_\_\_\_\_\_ Stock Options after the grantor of the Stock Options has deducted any capital gains and/or other taxes, any commissions and other fees due from such transaction and within three (3) business days of receipt of the net after-tax proceeds of sale.

 The parties agree that capital gains and/or other taxes due from exercise of Wife's Share of the \_\_\_\_\_\_\_\_\_\_\_\_ Stock Options deducted from the proceeds of each exercise of Wife's Share of the \_\_\_\_\_\_\_\_\_\_\_\_ Stock Options may differ from the actual capital gains and/or other taxes actually due with the yearly federal, state or local tax returns filed by husband. Husband and Wife agree that, after calculation of the actual capital gains and/or other taxes due with the tax returns corresponding to the year in which Wife's Share of the \_\_\_\_\_\_\_\_\_\_\_\_ Stock Options are exercised, Wife will make payment, within 30 days of Husband's notice to Wife, to Husband of such additional capital gains and/or other taxes as were due with such tax returns, along with proof of filing of the returns, or Husband will refund, within 30 days of filing such tax returns, to Wife such overpayment of capital gains and/or other taxes as may have occurred when capital gains and/or other taxes were deducted from the proceeds of the Wife's Share of the \_\_\_\_\_\_\_\_\_\_\_\_ Stock Options.

For the purposes of this Agreement, the "capital gains and/or other taxes due from the exercise of Wife's Share of the \_\_\_\_\_\_\_\_\_\_\_\_ Stock Options" shall be determined as follows: the Husband's accountant shall prepare the Husband's tax returns for the applicable calendar year, which returns shall reflect the sale of the Wife's Share of the \_\_\_\_\_\_\_\_\_\_\_\_ Stock Options and the Husband shall timely file said returns, and thereafter, once the returns have actually been filed, the Husband shall, within 10 days of such filing (which shall be no later than October 15 of the year in which they are required by law to be filed), cause his accountant to prepare, at the Husband's sole cost and expense, tax returns (the "pro forma returns") for the applicable calendar year which shall differ from the actual returns filed by the Husband in only one respect, to wit: they will omit the information pertaining to the sale of the Wife's Share of the \_\_\_\_\_\_\_\_\_\_\_\_ Stock Options. The difference in the amount of the income taxes, if any, between the actual returns and the pro forma returns shall constitute the "capital gains and/or other taxes due from the exercise of Wife's Share of the \_\_\_\_\_\_\_\_\_\_\_\_ Stock Options." Wife’s accountants may have direct contact with Husband’s accountants to satisfy themselves that Husband’s accountant’s calculations were done correctly including the rights of those accountants to review the returns and the pro forma returns.

Husband shall deliver to Wife any and all future public documents issued by the grantor of Wife's Share of the \_\_\_\_\_\_\_\_\_\_\_\_ Stock Options with regard to its financial status or to the options referred to herein, no later than ten (10) days after his receipt thereof.

Wife's rights with respect to Wife's Share of the \_\_\_\_\_\_\_\_\_\_\_\_ Stock Options as described in the preceding sub-paragraphs of this Agreement shall survive the death of Wife and the death of Husband and shall be a first lien and charge against Husband's estate.

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**Contingent Interest – Restricted Stock – Husband to Exercise within 14 Days of Vesting and Pay Wife her after Tax Share**

The Husband holds a contingent interest in Restricted Stock Units of \_\_\_\_\_\_\_\_\_ through the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “\_\_\_\_\_\_\_\_\_\_\_\_ ”). The Wife shall be entitled to receive 50% of the after-tax value of the Stock Units received by the Husband pursuant to the \_\_\_\_\_\_\_\_\_\_\_\_ grants made in January 20\_\_\_, 20\_\_\_ and 20\_\_\_ (the “Marital \_\_\_\_\_\_\_\_\_\_\_\_s”), as follows:

 (a) It is understood that the Marital \_\_\_\_\_\_\_\_\_\_\_\_s vest on about January 15, 20\_\_\_, 20\_\_\_ and 20\_\_\_. The Husband will exercise each such Marital \_\_\_\_\_\_\_\_\_\_\_\_ within 14 days of its vesting and shall provide the Wife with documentation reflecting the amount of the proceeds of such exercise.

 (b) No later than April 30 of each year following the exercise of a Marital \_\_\_\_\_\_\_\_\_\_\_\_, the Husband shall provide to the Wife a copy of his tax returns for the immediately preceding tax year for the sole purpose of determining his “Effective Tax Rate,” which shall be the percentage that his Federal tax, plus New York State and City taxes combined, are of the “total income” as identified on his IRS form 1040. By way of example, the Effective Tax Rate on the parties 20\_\_\_ income tax returns is \_\_\_\_%, calculated as follows: \_\_\_\_\_\_\_\_\_ (total federal tax) + \_\_\_\_\_\_\_\_\_\_ (total New York State and New York City tax) = \_\_\_\_\_\_\_\_\_ ÷ \_\_\_\_\_\_\_\_\_\_\_\_ (total incomne from 1040) = \_\_\_\_\_\_\_%.

 (c) The Wife’s entitlement of each year’s Marital \_\_\_\_\_\_\_\_\_\_\_\_s shall be equal to 50% of the value of the proceeds of the \_\_\_\_\_\_\_\_\_\_\_\_ after the proceeds are reduced by the applicable Effective Tax Rate.

 (d) The total net Marital \_\_\_\_\_\_\_\_\_\_\_\_ proceeds shall be paid by the Husband to the Wife no later than April 30, 20\_\_\_.

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**Bonus and Miscellaneous Payments to Husband – Marital Portion to be Shared Equally**

 The Husband is presently entitled to receive (i) a $\_\_\_\_\_\_\_\_\_\_\_ bonus from \_\_\_\_\_\_\_\_\_\_\_\_ on account of his services rendered in 20\_\_\_ (the “20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus”); (ii) a $\_\_\_\_\_\_\_\_\_ bonus from \_\_\_\_\_\_\_\_\_\_\_\_ on account of his services rendered in 20\_\_\_ (the “20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus”); (iii) a $\_\_\_\_\_\_\_\_\_ bonus from \_\_\_\_\_\_\_\_\_\_\_\_ on account of his services rendered in 20\_\_\_ (the “20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus”), (iv) a $\_\_\_\_\_\_ shipping credit from \_\_\_\_\_\_\_\_\_\_\_\_ (the “Shipping Credit”), and (v) a Net Operating Income distribution for 20\_\_\_ in an amount to be determined (the “NOI Distribution”). Collectively, the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus , the Shipping Credit and the NOI Distribution are referred to as the “Pending \_\_\_\_\_\_\_\_\_\_\_\_ Payments”. Within 10 days of the execution of this Agreement, the Husband shall request that \_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_ issue payment to him of the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus and the Shipping Credit. The parties acknowledge that the NOI Distribution is not be payable until early 20\_\_\_.

The parties agree that 100% of the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, 100% of the Shipping Credit, and because the parties have agreed that for the purpose of the 20\_\_\_ bonus, the cut-off date for the accrual of marital property is September 15, 20\_\_\_, 70.8% (*i.e.* 8.5/12) of the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, 70.8% of the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, and 70.8% of the NOI Distribution is marital property and shall be divided equally. Thus, the Wife is entitled to receive (i) 50% of the net after-tax value of the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, (ii) 50% of the net after-tax value of the Shipping Credit, (iii) 35.4% of the net after-tax value of the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, (iv) 35.4% of the net after-tax value of the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, (v) 35.4% of the net after-tax value of the NOI Distribution.

The Husband anticipates that \_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_ will withhold the approximate amount of the anticipated taxes due on the Pending \_\_\_\_\_\_\_\_\_\_\_\_ Payments therefrom. The Husband shall notify the Wife, e-mail sufficing, promptly upon his receipt of any or all of the Pending \_\_\_\_\_\_\_\_\_\_\_\_ payments. Within 30 days of the Husband’s receipt of any or all of the Pending \_\_\_\_\_\_\_\_\_\_\_\_ Payments, the Husband shall pay to the Wife the appropriate percentage thereof due to her pursuant to subparagraph (b) above and will provide her with documentation reflecting the payment that he received.

Within 15 days of the filing of the Husband’s 20\_\_\_ income tax returns (which shall be no later than April 15, 20\_\_\_, unless an International Tax extension is requested and granted, in which event it shall be no later than October 15, 20\_\_\_; the Husband shall provide the Wife with notice via e-mail as to whether he has obtained such an extension), the Husband shall provide to the Wife documentation, prepared by his accountant, which reflects the actual tax incurred on the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus and the Shipping Credit. For the purposes of this Agreement, the "actual tax incurred on the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus and the Shipping Credit" shall be determined as follows: the Husband's accountant shall prepare the Husband's tax returns for 20\_\_\_, which returns shall reflect the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus and the Shipping Credit and the Husband shall timely file said returns, and thereafter, once the returns have actually been filed, the Husband shall, within 15 days of such filing, cause his accountant to prepare, at the Husband's sole cost and expense, tax returns (the "hypothetical returns") for 20\_\_\_ which shall differ from the actual returns filed by the Husband in only one respect, to wit: they will omit the information pertaining to the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus and the Shipping Credit. The difference in the amount of the income taxes, if any, between the actual returns and the hypothetical returns shall constitute the "actual tax incurred on the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus and the Shipping Credit."

Wife’s accountants may have direct contact with Husband’s accountants to satisfy themselves that Husband’s accountant’s calculations were done correctly including the rights of those accountants to review the returns and the hypothetical returns and supporting documents, subject to a confidentiality agreement and with such review taking place in a mutually agreeable location and within 30 days of receipt of the Husband’s tax return and hypothetical returns.

In the event that the actual tax incurred on the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus and the Shipping Credit is greater than the amount withheld by \_\_\_\_\_\_\_\_\_\_\_\_, then within 30 days of her accountant’s review as set forth in subparagraph (b) above, the Wife shall pay to the Husband 50% of the difference between the actual tax incurred on the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus and the Shipping Credit and the amount withheld thereon by \_\_\_\_\_\_\_\_\_\_\_\_. In the event that the actual tax incurred on the Husband’s 20\_\_\_ Bonus and the Shipping Credit is less than the amount withheld by \_\_\_\_\_\_\_\_\_\_\_\_, then within 30 days of the Wife’s accountant’s review as set forth in subparagraph (b) above, the Husband shall pay to the Wife 50% of the difference between the actual tax incurred on the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus and the Shipping Credit and the amount withheld.

Within 15 days of the filing of the Husband’s 20\_\_\_ income tax returns (which shall be no later than April 15, 20\_\_\_, unless an International Tax extension is requested and granted , in which event it shall be no later than October 15, 20\_\_\_; the Husband shall provide the Wife with notice via e-mail as to whether he has obtained such an extension), the Husband shall provide to the Wife documentation, prepared by his accountant, which reflects the actual tax incurred on the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus. For the purposes of this Agreement, the "actual tax incurred on the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus and the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus" shall be determined as follows: the Husband's accountant shall prepare the Husband's tax returns for 20\_\_\_, which returns shall reflect the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, and the Husband shall timely file said returns, and thereafter, once the returns have actually been filed, the Husband shall, within 15 days of such filing, cause his accountant to prepare, at the Husband's sole cost and expense, tax returns (the "hypothetical returns") for 20\_\_\_ which shall differ from the actual returns filed by the Husband in only one respect, to wit: they will omit the information pertaining to the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus. The difference in the amount of the income taxes, if any, between the actual returns and the hypothetical returns shall constitute the "actual tax incurred on the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus."

Wife’s accountants may have direct contact with Husband’s accountants to satisfy themselves that Husband’s accountant’s calculations were done correctly including the rights of those accountants to review the returns and the hypothetical returns and supporting documents, subject to a confidentiality agreement and with such review taking place in a mutually agreeable location and within 30 days of receipt of the Husband’s tax return and hypothetical returns.

In the event that the actual tax incurred on the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus is greater than the amount withheld by \_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_ thereon, then within 30 days of her accountant’s review as set forth in subparagraph (b) above, the Wife shall pay to the Husband 35.4% of the difference between the actual tax incurred on the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus and the amount withheld thereon by \_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_. In the event that the actual tax incurred on the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus is less than the amount withheld by \_\_\_\_\_\_\_\_\_\_\_\_, then within 30 days of the Wife’s accountant’s review as set forth in subparagraph (b) above, the Husband shall pay to the Wife 35.4% of the difference between the actual tax incurred on the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus, the 20\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ Bonus and the amount withheld.

Within 15 days of the filing of the Husband’s 20\_\_\_ income tax returns (which shall be no later than April 15, 20\_\_\_, unless an International Tax extension is requested and granted , in which event it shall be no later than October 15, 20\_\_\_; the Husband shall provide the Wife with notice via e-mail as to whether he has obtained such an extension), the Husband shall provide to the Wife documentation, prepared by his accountant, which reflects the actual tax incurred on the NOI Distribution. For the purposes of this Agreement, the "actual tax incurred on the NOI Distribution" shall be determined as follows: the Husband's accountant shall prepare the Husband's tax returns for 20\_\_\_, which returns shall reflect the NOI Distribution, and the Husband shall timely file said returns, and thereafter, once the returns have actually been filed, the Husband shall, within 15 days of such filing, cause his accountant to prepare, at the Husband's sole cost and expense, tax returns (the "hypothetical returns") for 20\_\_\_ which shall differ from the actual returns filed by the Husband in only one respect, to wit: they will omit the information pertaining to the NOI Distribution. The difference in the amount of the income taxes, if any, between the actual returns and the hypothetical returns shall constitute the "actual tax incurred on the NOI Distribution."

Wife’s accountants may have direct contact with Husband’s accountants to satisfy themselves that Husband’s accountant’s calculations were done correctly including the rights of those accountants to review the returns and the hypothetical returns and supporting documents, subject to a confidentiality agreement and with such review taking place in a mutually agreeable location and within 30 days of receipt of the Husband’s tax return and hypothetical returns.

In the event that the actual tax incurred on the NOI Distribution is greater than the amount withheld by \_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_ thereon, then within 30 days of her accountant’s review as set forth in subparagraph (b) above, the Wife shall pay to the Husband 35.4% of the difference between the actual tax incurred on the NOI Distribution and the amount withheld thereon by \_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_. In the event that the actual tax incurred on the NOI Distribution is less than the amount withheld by \_\_\_\_\_\_\_\_\_\_\_\_, then within 3 0 days of the Wife’s accountant’s review as set forth in subparagraph (b) above, the Husband shall pay to the Wife 35.4% of the difference between the actual tax incurred on the NOI Distribution and the amount withheld.

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**The Husband’s Vested, Unvested and Restricted Stock; marital is divided IF, AS AND WHEN AND HUSBAND KEEPS REST**

 The parties acknowledge that during the marriage the Husband was granted restricted stock units as part of his employment compensation with \_\_\_\_\_\_\_\_\_, certain of which have not vested, certain of which have vested, certain of which have not yet vested, certain of which are all marital property, certain of which are partially marital property and which shall be divided between the parties based on the calculations set forth in *DeJesus v. DeJesus* [, 90 N.Y. 2d 643](http://www.westlaw.com/Find/Default.wl?rs=dfa1.0&vr=2.0&DB=578&FindType=Y&SerialNum=1997219226) (1997), and certain of which are Husband’s sole and separate property (all collectively referred to as “the Husband’s Stock”).

 The parties acknowledge that it is intended that the Wife receive the potential economic benefits of the Wife’s share of the marital portions of the Husband’s Stock, as described below, but that the Wife does not receive an actual transfer or assignment of her share of the unvested shares of the Husband’s stock and that the Wife has no claim against \_\_\_\_\_\_\_\_\_ with respect to the Wife’s share of the unvested shares of the Husband’s Stock. The Husband is not making any guarantees or representations with respect to the value, if any, of the Wife’s share of the Husband’s Stock.

 The parties acknowledge that the date on which the Husband’s Stock vests, the grantor of the Husband’s Stock automatically sells shares of the vested stock to pay a portion of the income and/or other taxes due from the vesting of the Husband’s Stock, this process is currently referred to internally on \_\_\_\_\_\_\_\_\_ statements as “Sell-to-Cover”.

 The parties agree that the Husband’s Stock shall be shared with the Wife in accordance herewith.

*Vested Stock, 100% Marital*

 The Husband has \_\_\_\_\_\_\_\_\_\_ shares of vested stock that are all marital and for which the tax liabilities have already been shared by the parties during the marriage. Within thirty (30) days of the execution of this Agreement, the Husband shall transfer to the Wife, \_\_\_\_\_\_\_\_ shares of Vested Stock.

*Vested Stock, Partially Marital*

 The Husband had \_\_\_\_\_\_\_\_\_ unvested stock units granted on \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_ that vested on \_\_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_ (the “\_\_\_/\_\_\_/\_\_\_ Grant and \_\_\_/\_\_\_/\_\_\_ Vested Stock”). In accordance with the *DeJesus* formula, 63.8% shares of the \_\_\_/\_\_\_/\_\_\_ Grant and \_\_\_/\_\_\_/\_\_\_ Vested Stock are marital. Within thirty (30) days of the execution of this Agreement, the Husband shall transfer to the Wife, one half of 63.8% of the marital shares of the \_\_\_/\_\_\_/\_\_\_ Grant and \_\_\_/\_\_\_/\_\_\_ Vested Stock net after the grantor of the Husband’s Stock has sold or deducted any of the shares to pay for income, capital gains, and/or other taxes, any commissions and other fees due from such transaction.

 The Husband had 5,625 unvested stock units granted on \_\_\_\_\_\_\_\_\_\_ 28, 20\_\_\_ that vested on \_\_\_\_\_\_\_\_\_\_ 1, 20\_\_\_ (the “\_\_\_/\_\_\_/\_\_\_ Grant and \_\_\_/\_\_\_/\_\_\_ Vested Stock”). In accordance with the *DeJesus* formula, 27.8% shares of the \_\_\_/\_\_\_/\_\_\_ Grant and \_\_\_/\_\_\_/\_\_\_ Vested Stock are marital. Within thirty (30) days of the execution of this Agreement, the Husband shall transfer to the Wife, one half of 27.8% of the marital shares of the \_\_\_/\_\_\_/\_\_\_ Grant and \_\_\_/\_\_\_/\_\_\_ Vested Stock net after the grantor of the Husband’s Stock has sold or deducted any of the shares to pay for income, capital gains, and/or other taxes, any commissions and other fees due from such transaction.

*Unvested Vested Stock, Partially Marital*

 The Husband had \_\_\_\_\_\_\_\_\_ unvested stock units granted on \_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_ that are expected to vest on \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_ (the “\_\_\_/\_\_\_/\_\_\_ Grant and \_\_\_/\_\_\_/\_\_\_ Unvested Stock”). In accordance with the *DeJesus* formula, 42.5% shares of the \_\_\_/\_\_\_/\_\_\_ Grant and \_\_\_/\_\_\_/\_\_\_3 Unvested Stock will be marital.

 The Husband had \_\_\_\_\_\_\_\_\_ unvested stock units granted on \_\_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_ that are expected to vest on \_\_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_ (the “\_\_\_/\_\_\_/\_\_\_ Grant and \_\_\_/\_\_\_/\_\_\_ Unvested Stock”). In accordance with the *DeJesus* formula, 14% shares of the \_\_\_/\_\_\_/\_\_\_ Grant and \_\_\_/\_\_\_/\_\_\_ Unvested Stock will be marital.

 The Husband had \_\_\_\_\_\_\_\_\_\_ unvested stock units granted on \_\_\_\_\_\_\_\_\_\_ 28, 20\_\_\_ that are expected to vest on \_\_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_ (the “\_\_\_/\_\_\_/\_\_\_ Grant and \_\_\_/\_\_\_/\_\_\_ Unvested Stock”). In accordance with the *DeJesus* formula, 9% shares of the \_\_\_/\_\_\_/\_\_\_ Grant and \_\_\_/\_\_\_/\_\_\_ Unvested Stock will be marital.

 In the event that the \_\_\_/\_\_\_/\_\_\_ Grant and \_\_\_/\_\_\_/\_\_\_ Unvested Stock; the \_\_\_/\_\_\_/\_\_\_ Grant and \_\_\_/\_\_\_/\_\_\_ Unvested Stock; and/or \_\_\_/\_\_\_/\_\_\_ Grant and \_\_\_/\_\_\_/\_\_\_ Unvested Stock vest on a different date than expected, the *DeJesus* calculation shall be recalculated to determine the marital share of the three aforementioned unvested stock grants – the numerator shall be the period of time from the date of the grant until the \_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_, and the denominator is the period of time from the date of the grant until the date the stock is vested.

 If, as and when the \_\_\_/\_\_\_/\_\_\_ Grant and \_\_\_/\_\_\_/\_\_\_ Unvested Stock; the \_\_\_/\_\_\_/\_\_\_ Grant and \_\_\_/\_\_\_/\_\_\_ Unvested Stock; and/or \_\_\_/\_\_\_/\_\_\_ Grant and \_\_\_/\_\_\_/\_\_\_ Unvested Stock vest, the Husband shall, within thirty (30) days of the vesting date, transfer to the Wife, one half of the appropriate percentage of the marital shares as determined by the *DeJesus* calculations net after the grantor of the Husband’s Stock has sold or deducted any of the shares to pay for capital gains and/or other taxes, any commissions and other fees due from such transaction.

*Wife’s Share of Taxes Due to the Husband for the Husband’s Stock*

 The parties acknowledge that the amount of shares automatically deducted and sold to pay a portion of the capital gains and/or other taxes due from the vesting of the Husband’s Stocks may differ from the capital gains and/or other taxes actually due with the yearly federal, state or local tax returns filed by the Husband (hereafter referred to as the “Wife’s Share of Taxes Due for the Husband’s Stock”).

 For purposes of this Agreement, the calculation of the Wife’s Share of Taxes Due for the Husband’s Stock with the tax returns corresponding to the year in which one or more of the Husband’s Stock vests shall be determined as follows: the Husband or the Husband’s accountant shall prepare the Husband’s tax returns for the applicable calendar year, which returns shall reflect the vest of the Husband’s Stock and the Husband shall timely file said returns, and thereafter, once the returns have been filed, the Husband shall prepare (or cause his accountant to prepare at the Husband’s sole cost and expense) tax returns (“Pro Forma Returns”) for the applicable calendar year which shall differ from the actual returns filed by the Husband in only one respect, to wit: they will omit the information pertaining to the Wife’s share of Husband’s Stock. The difference in the amount of the income taxes, if any, shall constitute the Wife’s Share of Taxes Due for the Husband’s Stock. The Wife shall make payment to Husband of the Wife’s Share of Taxes Due for the Husband’s Stock as were due with such tax returns within thirty (30) days of Husband’s notice to Wife as provided in this paragraph.

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**The Husband’s Vested, Unvested and Restricted Stock; Husband’s business investments (carried interest and side by side interest) - marital is divided IF, AS AND WHEN received with clawback language**

The parties acknowledge that during the marriage the Husband was granted restricted stock units as part of his employment compensation with The \_\_\_\_\_\_\_\_\_\_\_ Group, (“\_\_\_\_\_\_\_\_\_\_\_”) certain of which have not vested, certain of which have vested, certain of which have not yet vested, certain of which are all marital property, certain of which are partially marital property and which shall be divided between the parties in accordance with the calculations contained in the annexed Schedule 1, and certain of which are Husband’s sole and separate property (all collectively referred to as “the Husband’s Stock”).

 The parties acknowledge that it is intended that the Wife receive the potential economic benefits of the Wife’s share of the marital portions of the Husband’s Stock, as described below, but that the Wife does not receive an actual transfer or assignment of her share of the unvested shares of the Husband’s stock and that the Wife has no claim against \_\_\_\_\_\_\_\_\_\_\_ with respect to the Wife’s share of the unvested shares of the Husband’s Stock. The Husband is not making any guarantees or representations with respect to the value, if any, of the Wife’s share of the Husband’s Stock.

 The parties acknowledge that the date on which the Husband’s Stock vests, the grantor of the Husband’s Stock automatically sells shares of the vested stock to pay a portion of the income and/or other taxes due from the vesting of the Husband’s Stock. Further, it is anticipated that the stock that vests on or about the 1st of January will generally be distributed to the Husband's \_\_\_\_\_\_\_\_\_\_\_ Account between February 10th and March 10th of that calendar year.

 The parties agree that the Husband’s Stock shall be shared with the Wife in accordance herewith.

 **Grant XYZ**: The Husband had \_\_\_\_\_\_\_\_\_ stock units granted on \_\_\_/\_\_\_/\_\_\_ all of which are marital property. The Husband acknowledges and affirms that \_\_\_\_\_\_\_\_\_ units previously vested and were transferred to the Husband’s \_\_\_\_\_\_\_\_\_\_\_ Account and subsequently sold. The Husband acknowledges and affirms that \_\_\_\_\_\_\_\_\_\_\_ canceled \_\_\_\_\_\_\_\_\_ units on or about \_\_\_\_\_\_\_\_\_ of 20\_\_\_ and those units have not and will not be reinstated. The Husband acknowledges and affirms that there are \_\_\_\_\_\_\_\_\_ vested units remaining from Grant XYZ, which \_\_\_\_\_\_\_\_\_ vested units are restricted in accordance with \_\_\_\_\_\_\_\_\_\_\_ policy and are categorized by \_\_\_\_\_\_\_\_\_\_\_ as “post-term” units (the “Post-Term Units”). The Husband acknowledges and affirms that, in the event he is no longer an employee at \_\_\_\_\_\_\_\_\_\_\_, the Post-Term Units shall convert to vested unrestricted units on the one year anniversary of his departure as an employee from \_\_\_\_\_\_\_\_\_\_\_. The Husband agrees and consents to \_\_\_\_\_\_\_\_\_\_\_ notifying the Wife in writing if, as, and when the Post-Term Units convert to vested unrestricted units.

The Husband acknowledges that several times during the calendar year he receives dividends from the Post-Term Units. Within seven (7) days of receiving dividends from the Post-Term Units, the Husband shall issue a check to the Wife for one-half of the dividends. The Husband agrees and consents to \_\_\_\_\_\_\_\_\_\_\_ notifying the Wife in writing when the Husband received dividends with respect the Post-Term Units.

 From the date of commencement to present, the Husband acknowledges that he has received certain dividends from the Post-Term Units, all of which were marital. Any and all sums alleged due by the husband to the wife representing her share of the dividends relative to the Post-Term Units shall be subsumed and deemed a part of the husband’s payment of the sums set forth in paragraph 4.4. The Husband agrees and consents to \_\_\_\_\_\_\_\_\_\_\_ notifying the Wife in writing if the Post-Term Units are ever canceled or terminated for any reason. The Husband agrees and consents to \_\_\_\_\_\_\_\_\_\_\_ notifying the Wife in writing if, as and when the Post-Term Units are converted to vested unrestricted units.

 If, as, and when the Post-Term Units are converted to vested unrestricted units (the “Post-Term Unrestricted Units”) and are transferred to the Husband’s \_\_\_\_\_\_\_\_\_\_\_ account or a similar account, the Wife shall have the right to instruct the Husband to sell \_\_\_\_\_\_\_\_\_ units, her one-half share of the Post-Term Unrestricted Units (“the Wife’s Post-Term Units”), such instruction to be in writing by email and confirmed by telephone call from the Wife to the Husband. The Husband shall comply with such instruction on the next business day from receiving such instruction. Within three (3) business days of the amount of the proceeds from the sale of the Wife’s Post-Term Units (“the Wife’s Post-Term Proceeds”) having been deposited into the Husband’s \_\_\_\_\_\_\_\_\_\_\_ Account (or other such account), the Husband shall transfer the Wife’s Post-Term Proceeds into an account in the Wife’s name to be determined at that time by the Wife.

 The Wife understands and acknowledges that capital gains and/or other taxes may be payable as a result of any exercise of Wife's Post-Term Units and the Wife’s Post-Term Proceeds shall be the after-tax proceeds of sale of the Wife’s Post-Term Units after the grantor of the stock units has deducted any capital gains and/or other taxes, any commissions and other fees due from such transaction of which the Husband shall provide proof to the Wife within seven (7) days of transferring to the Wife the Wife’s Post-Term Proceeds.

 The parties acknowledge that \_\_\_\_\_\_\_\_\_\_\_ will not presently permit the Husband to divide vested marital stock in kind to the Wife. In the event that \_\_\_\_\_\_\_\_\_\_\_ can and will divide the Post-Term Units in kind to an investment account in the Wife’s name, then, in the event that the Wife has not exercised her right to sell the Wife’s Post-Term Units, the parties agree that the Husband shall transfer the Wife’s Post-Term Units to the Wife as soon as practicable.

**Grant ABC**: The Husband had \_\_\_\_\_\_\_\_\_ stock units granted on \_\_\_/\_\_\_/\_\_\_ some of which is marital property. The Husband acknowledges and affirms the \_\_\_\_\_\_\_\_\_ stock units were canceled by \_\_\_\_\_\_\_\_\_\_\_ on or about September of 20\_\_\_ and have not and will not be reinstated. The \_\_\_\_\_\_\_\_\_\_\_ letter dated \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_, confirming that these \_\_\_\_\_\_\_\_\_ stock units were canceled is annexed as Exhibit E.

 **Grant DEF:** The Husband has \_\_\_ Premium Units of unvested stock that was granted on 1/1/20\_\_\_ as a bonus for his 20\_\_\_ employment, which \_\_\_ Premium Units are expected to vest on 1/1/\_\_\_. In accordance with calculations contained in Schedule 1, 8% (\_\_\_ units) of the \_\_\_ Premium Units are marital property (the “\_\_\_ Premium Units”).

 If, as, and when the \_\_\_ Premium Units vest and are transferred to the Husband’s \_\_\_\_\_\_\_\_\_\_\_ account or a similar account, the Wife shall have the right to instruct the Husband to sell \_\_\_ units, her share of the \_\_\_ Premium Units (“the Wife’s Premium Units”), such instruction to be in writing by email and confirmed by telephone call from the Wife to the Husband. The Husband shall comply with such instruction on the next business day from receiving such instruction. Within three (3) business days of the amount of the proceeds from the sale of the Wife’s Premium Units (“the Wife’s Premium Proceeds”) having been deposited into the Husband’s \_\_\_\_\_\_\_\_\_\_\_ Account (or other such account), the Husband shall transfer the Wife’s Premium Proceeds into an account in the Wife’s name to be determined at that time by the Wife.

 The Wife understands and acknowledges that capital gains and/or other taxes may be payable as a result of any exercise of Wife's Premium Units and the Wife’s Premium Proceeds shall be the after-tax proceeds of sale of the Wife’s Premium Units after the grantor of the stock units has deducted any capital gains and/or other taxes, any commissions and other fees due from such transaction of which the Husband shall provide proof to the Wife within seven (7) days of transferring to the Wife the Wife’s Premium Proceeds.

 The parties acknowledge that \_\_\_\_\_\_\_\_\_\_\_ will not presently permit the Husband to divide vested marital stock in kind to the Wife. In the event that \_\_\_\_\_\_\_\_\_\_\_ can and will divide the \_\_\_ Premium Units in kind to an investment account in the Wife’s name, then, in the event that the Wife has not exercised her right to sell the Wife’s Premium Units, the parties agree that the Husband shall transfer the Wife’s Premium Units to the Wife as soon as practicable.

 In the event that the \_\_\_ Premium Units vest on a different date than expected, there shall be no effect on the marital portion and the distribution of such marital portion.

 **Grant GHI**: The Husband has \_\_\_ Deferred Units of unvested stock that was granted on 1/1/20\_\_\_ as a bonus for his 20\_\_\_ employment, which \_\_\_\_ Deferred Units vested or are expected to vest as follows: 197 units vested on 1/1/20\_\_\_; 196 units vested on 1/1/20\_\_\_; and, 196 units vest on 1/1/\_\_\_\_\_. In accordance with calculations contained in Schedule 1, the following stock is marital: 16 units of the 197 units that vested on 1/1/12 are marital (the “20\_\_\_ Deferred Units”);16 units of the 196 units that vested on 1/1/13 are marital (the “20\_\_\_ Deferred Units”);and, 16 units of the 196 units that vest on 1/1/14 are marital (the “\_\_\_\_\_ Deferred Units”).

 The Husband acknowledges that the 20\_\_\_ Deferred Units and the 20\_\_\_ Deferred Units have already vested and that he has not sold or otherwise transferred them and that they are currently in his \_\_\_\_\_\_\_\_\_\_\_ Account.

 From the date of the execution of this Agreement, the Wife shall have the right to instruct the Husband to sell \_\_\_ units, her aggregate share of the 20\_\_\_ Deferred Units and the \_\_\_ Deferred Units (“the Wife’s Vested Deferred Units”), such instruction to be in writing by email and confirmed by telephone call from the Wife to the Husband. The Husband shall comply with such instruction on the next business day from receiving such instruction. Within three (3) business days of the amount of the proceeds from the sale of the Wife’s Vested Deferred Units (“the Wife’s Vested Deferred Proceeds”) having been deposited into the Husband’s \_\_\_\_\_\_\_\_\_\_\_ Account (or other such account), the Husband shall transfer the Wife’s Vested Deferred Proceeds into an account in the Wife’s name to be determined at that time by the Wife.

 The Wife understands and acknowledges that capital gains and/or other taxes may be payable as a result of any exercise of Wife's Vested Deferred Units and the Wife’s Vested Deferred Proceeds shall be the after-tax proceeds of sale of the Wife’s Vested Deferred Units after the grantor of the stock units has deducted any capital gains and/or other taxes, any commissions and other fees due from such transaction of which the Husband shall provide proof to the Wife within seven (7) days of transferring to the Wife the Wife’s Vested Deferred Proceeds.

 If, as, and when the \_\_\_ Deferred Units vest and are transferred to the Husband’s \_\_\_\_\_\_\_\_\_\_\_ account or a similar account, the Wife shall have the right to instruct the Husband to sell \_\_\_ units, her share of the \_\_\_ Deferred Units (“the Wife’s \_\_\_ Vested Deferred Units”), such instruction to be in writing by email and confirmed by telephone call from the Wife to the Husband. The Husband shall comply with such instruction on the next business day from receiving such instruction. Within three (3) business days of the amount of the proceeds from the sale of the Wife’s \_\_\_\_\_ Vested Deferred Units (“the Wife’s \_\_\_\_\_ Vested Deferred Proceeds”) having been deposited into the Husband’s \_\_\_\_\_\_\_\_\_\_\_ Account (or other such account), the Husband shall transfer the Wife’s \_\_\_\_\_ Vested Deferred Proceeds into an account in the Wife’s name to be determined at that time by the Wife.

 The Wife understands and acknowledges that capital gains and/or other taxes may be payable as a result of any exercise of Wife's \_\_\_\_\_ Vested Deferred Units and the Wife’s \_\_\_\_\_ Vested Deferred Proceeds shall be the after-tax proceeds of sale of the Wife’s \_\_\_\_\_ Vested Deferred Units after the grantor of the stock units has deducted any capital gains and/or other taxes, any commissions and other fees due from such transaction of which the Husband shall provide proof to the Wife within seven (7) days of transferring to the Wife the Wife’s \_\_\_\_\_ Vested Deferred Proceeds.

 In the event that the \_\_\_\_\_ Vested Deferred Units vest on a different date than expected, there shall be no effect on the marital portion and the distribution of such marital portion.

 The parties acknowledge that \_\_\_\_\_\_\_\_\_\_\_ will not presently permit the Husband to divide vested marital stock in kind to the Wife. In the event that \_\_\_\_\_\_\_\_\_\_\_ can and will divide the \_\_\_ Deferred Units, the \_\_\_ Deferred Units and/or the \_\_\_\_\_ Deferred Units in kind to an investment account in the Wife’s name, then, in the event that the Wife has not exercised her right to sell the Wife’s share of the \_\_\_ Deferred Units, the \_\_\_ Deferred Units and/or the \_\_\_\_\_ Deferred Units, the parties agree that the Husband shall transfer the Wife’s share of the \_\_\_ Deferred Units, the \_\_\_ Deferred Units and/or the \_\_\_\_\_ Deferred Units to the Wife as soon as practicable.

 **Grant JKL:** The Husband has \_\_\_ Bonus Premium Units of unvested stock that was granted on 1/1/20\_\_\_ as a bonus for his 20\_\_\_ employment, which \_\_\_ Premium Units vested are expected to vest on 1/1/20\_\_\_. All \_\_\_ Premium Bonus Units of Grant JKL are Defendant’s separate property and the Wife hereby relinquishes all claims thereto.

 **Grant MNO:** The Husband has \_\_\_\_\_ Deferred Units of unvested stock that was granted on 1/1/20\_\_\_ as a bonus for his 20\_\_\_ employment, which \_\_\_\_\_ Deferred Units vested or are expected to vest as follows: \_\_\_\_\_ units vested on 1/1/20\_\_\_; \_\_\_\_\_ units vested on 1/1/\_\_\_\_\_; and, \_\_\_\_\_ on 1/1/2015. All \_\_\_\_\_ Deferred Units of Grant MNO are Defendant’s separate property and the Wife hereby relinquishes all claims thereto.

*Wife’s Share of Taxes Due to the Husband for the Husband’s Stock*

 The parties acknowledge that the amount of shares automatically deducted and sold to pay a portion of the capital gains and/or other taxes due from the vesting of the Husband’s Stocks may differ from the capital gains and/or other taxes actually due with the yearly federal, state or local tax returns filed by the Husband (hereafter referred to as the “Wife’s Share of Taxes Due for the Husband’s Stock”).

 For purposes of this Agreement, the calculation of the Wife’s Share of Taxes Due for the Husband’s Stock with the tax returns corresponding to the year in which one or more of the Husband’s Stock vests shall be determined as follows: the Husband or the Husband’s accountant shall prepare the Husband’s tax returns for the applicable calendar year, which returns shall reflect the vest of the Husband’s Stock and the Husband shall timely file said returns, and thereafter, once the returns have been filed, the Husband shall prepare (or cause his accountant to prepare at the Husband’s sole cost and expense) tax returns (“Pro Forma Returns”) for the applicable calendar year which shall differ from the actual returns filed by the Husband in only one respect, to wit: they will omit the information pertaining to the Wife’s share of Husband’s Stock. Wife’s accountants may have direct contact with Husband or Husband’s accountants to satisfy themselves that Husband’s calculations were done correctly including the rights of those accountants to review the returns and the hypothetical returns and supporting documents, subject to a confidentiality agreement and with such review taking place in a mutually agreeable location and within 30 days of receipt of the Husband’s tax return and hypothetical returns. The difference in the amount of the income taxes, if any, shall constitute the Wife’s Share of Taxes Due for the Husband’s Stock. The Wife shall make payment to Husband of the Wife’s Share of Taxes Due for the Husband’s Stock as were due with such tax returns within thirty (30) days of Husband’s notice to Wife as provided in this paragraph.

 Carried Interest: The husband acknowledges that \_\_\_\_\_\_\_\_\_\_\_ has a program referred to as the “Carried Interest” program, which the Husband was eligible to enroll in or around \_\_\_\_\_\_\_\_\_\_\_ of 20\_\_\_. The Carried Interest Program does not require the employee to invest any of their personal funds in the program.

 Side by Side Interest: The Husband acknowledges that \_\_\_\_\_\_\_\_\_\_\_ had a program referred to as the “\_\_\_\_\_\_\_\_\_” program (hereafter, “\_\_\_\_\_\_\_\_\_\_\_”). The Husband affirms that under the \_\_\_\_\_\_\_\_\_\_\_ program, \_\_\_\_\_\_\_\_\_\_\_ loans an employee a certain amount of money, which money is paid back to \_\_\_\_\_\_\_\_\_\_\_ out of the employee’s bonuses. A \_\_\_\_\_\_\_\_\_\_\_ employee is required to elect to be a part of the \_\_\_\_\_\_\_\_\_\_\_ program each year.

 The marital investments through Carried Interests and \_\_\_\_\_\_\_\_\_\_\_ (collectively, “\_\_\_\_\_\_\_\_\_\_\_ Investments”) are detailed in the annexed Schedule 2 and supporting documents. The parties agree that if, as, and when the \_\_\_\_\_\_\_\_\_\_\_ Investments distribute any funds to the Husband from the date of the execution of this Agreement until all of the \_\_\_\_\_\_\_\_\_\_\_ Investments are terminated, those funds shall be evenly divided between the parties, with the Wife to receive 50% and the Husband to receive 50% of the Net Proceeds of the \_\_\_\_\_\_\_\_\_\_\_ Investments. The Net Proceeds shall be defined as the gross funds received through or from the \_\_\_\_\_\_\_\_\_\_\_ Investments less the taxes the Husband owes in connection with the \_\_\_\_\_\_\_\_\_\_\_ Investments. If, as, and when the Husband receives any funds from the \_\_\_\_\_\_\_\_\_\_\_ Investments, the Husband agrees and consents to \_\_\_\_\_\_\_\_\_\_\_ notifying the Wife in writing of such funds being paid to the Husband, which notice shall include the gross amount of the funds received through or from the \_\_\_\_\_\_\_\_\_\_\_ Investments to which the Husband is entitled, the exact dollar amount the Husband is actually receiving and the expected date by when the Husband shall receive such funds. Within five (5) business days of receiving any funds from the \_\_\_\_\_\_\_\_\_\_\_ Investments, the Husband shall transfer one-half of the Net Proceeds to the Wife into an account specifically designated by the Wife at that time and the Husband shall simultaneously detail in writing to the Wife the tax implications of the receipt of funds from the \_\_\_\_\_\_\_\_\_\_\_ Investments on the parties.

 In the event that \_\_\_\_\_\_\_\_\_\_\_ requires the Husband to pay any monies to \_\_\_\_\_\_\_\_\_\_\_ as a result of a “clawback” on the \_\_\_\_\_\_\_\_\_\_\_ Investments where the parties owe \_\_\_\_\_\_\_\_\_\_\_ funds in connections with the \_\_\_\_\_\_\_\_\_\_\_ investments, the Wife shall evenly share the cost of the clawback with the Husband upon at least sixty (60) days notice of the clawback obligation, and, receiving detailed documents directly from \_\_\_\_\_\_\_\_\_\_\_ explaining the reason for the clawback and the amount owed by the parties.

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**Deferred Compensation**

 The Husband has deferred a portion of his year-end bonus in each of the 20\_\_\_ and 20\_\_\_ calendar years in the amounts highlighted in Exhibit C, each of which is a “Prior Year \_\_\_\_\_\_\_\_\_\_\_”. As of December 31, 20\_\_\_ the 20\_\_\_ Prior Year \_\_\_\_\_\_\_\_\_\_\_ had an accrued value of $\_\_\_\_\_\_\_\_\_\_\_ and the 20\_\_\_ Prior Year \_\_\_\_\_\_\_\_\_\_\_ had an accrued value of $\_\_\_\_\_\_\_\_\_. The Husband also deferred $\_\_\_\_\_\_\_\_\_ of his year-end bonus compensation for calendar year 20\_\_\_ (the “20\_\_\_ Prior Year \_\_\_\_\_\_\_\_\_\_\_”, collectively the “\_\_\_\_\_\_\_\_\_\_\_s” and each individually a “\_\_\_\_\_\_\_\_\_\_\_”). The accrued value of each \_\_\_\_\_\_\_\_\_\_\_ will rise and fall in accordance with the \_\_\_\_\_\_\_\_\_\_\_ Deferred Compensation Plan (the “Plan”), the governing documents for which have been provided to the Wife (Exhibit “C”).

 The Parties agree that the Wife will be entitled to 50% of the actual payouts of the 20\_\_\_ Prior Year \_\_\_\_\_\_\_\_\_\_\_ and the 20\_\_\_ Prior Year \_\_\_\_\_\_\_\_\_\_\_ and 37.5% of the 20\_\_\_ Prior Year \_\_\_\_\_\_\_\_\_\_\_ as of the date the Husband receives each payment (approximate distribution date for each \_\_\_\_\_\_\_\_\_\_\_ listed in Exhibit C). The Husband will provide compensation to the Wife via personal check, certified check, or wire transfer reflecting each payout, along with proof of the actual amount of the payout from the Husband’s current employer, “\_\_\_\_\_\_\_\_\_\_\_”, within ten (10) days of receipt of the actual payout value of each \_\_\_\_\_\_\_\_\_\_\_ (a “\_\_\_\_\_\_\_\_\_\_\_ Payout”).

 The parties acknowledge a \_\_\_\_\_\_\_\_\_\_\_ Payout may not reflect the taxes actually due with the yearly federal, state or local tax returns filed by the Husband. The Wife and the Husband shall share the Husband’s tax liability for the gross value of a \_\_\_\_\_\_\_\_\_\_\_ Payout in accordance with their respective shares of each \_\_\_\_\_\_\_\_\_\_\_ as outlined in Section H(b) of this Article and the Wife shall owe to the Husband her share of the taxes due on a \_\_\_\_\_\_\_\_\_\_\_ Payout (“Wife’s Share of Taxes Due for the Husband’s Deferred Compensation”). For purposes of this Agreement, the calculation of the Wife’s Share of Taxes Due for the Husband’s Deferred Compensation with the tax returns corresponding to the year in which one or more of the \_\_\_\_\_\_\_\_\_\_\_s is distributed shall be determined as follows: the Husband’s accountant shall prepare the Husband’s tax returns for the applicable calendar year, which returns shall reflect the \_\_\_\_\_\_\_\_\_\_\_ Payout and the Husband shall timely file said returns, and thereafter, once the returns have been filed, the Husband shall cause his accountant to prepare tax returns (“Pro Forma Returns”) for the applicable calendar year which shall differ from the actual returns filed by the Husband in only one respect, to wit: they will omit the information pertaining to the \_\_\_\_\_\_\_\_\_\_\_ Payout. The difference in the amount of the income taxes owed, if any, times the Wife’s share of the given \_\_\_\_\_\_\_\_\_\_\_ Payout as outlined in Section H(b) of this Article shall constitute the Wife’s Share of Taxes Due for the Husband’s Deferred Compensation. The Wife shall make payment to Husband of the Wife’s Share of Taxes Due for the Husband’s Deferred Compensation as were due with such tax returns within thirty (30) days of Husband’s notice to Wife as provided in this paragraph. The cost of preparing the Pro Forma Returns will be paid for by the Husband.

Wife’s accountants shall have direct contact with the Husband’s accountants to satisfy themselves that Husband’s calculations were done correctly including the rights of those accountants to review the returns and the hypothetical returns and supporting documents, subject to a confidentiality agreement and with such review taking place in a mutually agreeable location and within thirty (30) days of receipt of the Husband’s tax return and hypothetical returns. The Wife’s accountants’ charges for work related to this issue will paid by the Wife. In the event of any continued disagreement, the parties’ accountants shall within ten (10) days thereafter, choose a third accountant whose opinion will be binding and whose cost will be shared equally by the parties. Any accountants consulted will be bound by the terms of the Confidentiality Agreement annexed as Exhibit D and will sign such Confidentiality Agreement.

 The Wife acknowledges that the value of each \_\_\_\_\_\_\_\_\_\_\_ is not guaranteed and each \_\_\_\_\_\_\_\_\_\_\_ bears the risk of having its value reduced or eliminated based solely on the terms of the Plan.

 The Wife acknowledges that she and the Husband may not receive any \_\_\_\_\_\_\_\_\_\_\_ Payout from the Plan if the Husband’s employment is terminated at \_\_\_\_\_\_\_\_\_\_\_ for reasons highlighted within the Plan documents (Exhibit C).

 The Parties warrant and agree that the existing Confidentiality Agreement shall remain in full force and effect (Exhibit D).

 The Parties agree that, in the event that in the future the Husband is granted the opportunity to defer payment of a \_\_\_\_\_\_\_\_\_\_\_ Payout beyond the currently estimated disbursement date (the “Deferment”), the Husband shall immediately notify the Wife of the Deferment in writing along with any plan documents detailing the Deferment and the parties shall confer in good faith about the Deferment and shall make a joint decision about whether to receive the \_\_\_\_\_\_\_\_\_\_\_ payout or exercise the Deferment.

##  The Parties agree that the Wife shall have no right to any \_\_\_\_\_\_\_\_\_\_\_s that may be created for calendar year 20\_\_\_ or after.

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**Various Sole Investments Divided or Maintained by One Party; includes PRIVATE EQUITY AND Investment Losses**

## Husband maintains, in his sole name, an investment in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Finance Fund, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Account No. which as of \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_ had an approximate balance of $\_\_\_\_\_\_\_\_\_ (the “Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment”). Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment shall be Husband’s sole and exclusive property, and Wife waives and relinquishes all right, claim, and title thereto and interest therein. Husband acknowledges that he is aware of a capital commitment of $\_\_\_\_\_\_\_\_\_ on Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment which capital commitment will be his responsibility. Husband shall be entitled to all income, revenues, profits, distributions, capital, rights, benefits and privileges relating to and flowing from his ownership interest in Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment, including any proceeds from a partial or full sale. Husband shall pay all tax and other liabilities in connection with Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment, and shall indemnify and hold Wife free and harmless from all debts, expenses, claims, liabilities and losses of or claims against Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment.

## Wife maintains, in her sole name, an investment in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Finance Fund, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Account No. \_\_\_\_\_\_\_which as of \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_ had an approximate balance of $\_\_\_\_\_\_\_\_\_ (“Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment”). Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment shall be Wife’s sole and exclusive property, and Husband waives and relinquishes all right, claim, and title thereto and interest therein. Wife acknowledges that she is aware of a capital commitment of $\_\_\_\_\_\_\_\_\_\_\_ on Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment which capital commitment will be her responsibility. Wife shall be entitled to all income, revenues, profits, distributions, capital, rights, benefits and privileges relating to and flowing from her ownership interest in Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment, including any proceeds from a partial or full sale. Wife shall pay all tax and other liabilities in connection with Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment, and shall indemnify and hold Husband free and harmless from all debts, expenses, claims, liabilities and losses of or claims against Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment.

## Husband maintains, in his sole name, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Account No., which as of \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_, had an approximate value of $\_\_\_\_\_\_\_\_\_ (“Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares”). Each party shall receive fifty percent (50%) of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares as of the date of execution of this Agreement, including any gains, losses, income or other change in value thereon through the date of distribution. Simultaneously with the execution of this Agreement, the parties shall execute a joint letter of instruction to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ authorizing and directing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to distribute 50% of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares to Wife to an account in her sole name which she designates. After the transfer of 50% of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares to Wife, the remaining \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares in Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account shall be Husband’s sole and exclusive property. From and after January 1, 20\_\_\_, each party shall be responsible to report the income on his or her share of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares and shall be responsible and pay for the taxes incurred thereon.

## Husband maintains, in his sole name, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of America Corporation Stock at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Account No., which as of December 31, 20\_\_\_, had an approximate value of $\_\_\_\_\_\_\_\_\_\_\_ (“Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_”). Each party shall receive fifty percent (50%) of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_ Stock as of the date of execution of this Agreement, including any gains, losses, income or other change in value thereon through the date of distribution. Simultaneously with the execution of this Agreement, the parties shall execute a joint letter of instruction to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ authorizing and directing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to distribute 50% of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_ Stock to Wife to an account in her sole name which she designates. After the transfer of 50% of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_ Stock to Wife, the remaining \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_ Stock in Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account shall be Husband’s sole and exclusive property. From and after January 1, 20\_\_\_, each party shall be responsible to report the income on his or her share of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_ Stock and to be responsible and pay for the taxes incurred thereon.

## Husband maintains, in his sole name, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Stock at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Account No., which as of \_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_, had an approximate value of $\_\_\_\_\_\_\_\_\_ (“Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Stock”). Each party shall receive fifty percent (50%) of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Stock as of the date of execution of this Agreement, including any gains, losses, income or other change in value thereon through the date of distribution. Simultaneously with the execution of this Agreement, the parties shall execute a joint letter of instruction to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ authorizing and directing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to distribute 50% of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Stock to Wife to an account in her sole name which she designates. After the transfer of 50% of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Stock to Wife, the remaining \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Stock in Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account shall be Husband’s sole and exclusive property. From and after January 1, 20\_\_\_, each party shall be responsible to report the income on his or her share of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Stock and to be responsible and pay for the taxes incurred thereon.

## Husband maintains, in his sole name, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Account No., which as of \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_, had an approximate balance of $\_\_\_\_\_\_\_\_\_ (“Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”). Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be Husband’ssole and exclusive property, and Wife waives and relinquishes all right, claim, and title thereto and interest therein. From and after January 1, 20\_\_\_, Husband shall be responsible to report the income on Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and to be responsible and pay for the taxes incurred thereon. Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall constitute one of the Paragraph \_\_\_ Assets, as defined in Article \_\_\_, Paragraph \_\_\_ hereof.

## Husband maintains, in his sole name, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hedged Equity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Account No. \_\_\_\_\_\_\_\_\_\_\_, which as of \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_, had an approximate balance of $\_\_\_\_\_\_\_\_\_\_\_ (“Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hedged Equity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”). Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hedged Equity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be Husband’ssole and exclusive property, and Wife waives and relinquishes all right, claim, and title thereto and interest therein. From and after January 1, 20\_\_\_, Husband shall be responsible to report the income on Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hedged Equity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and to be responsible and pay for the taxes incurred thereon. Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Hedged Equity \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall constitute one of the Paragraph \_\_\_ Assets, as defined in Article \_\_\_, Paragraph \_\_\_ hereof.

## Husband maintains, in his sole name, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Treasury Money Market Fund, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account No. \_\_\_\_\_\_\_\_\_\_\_, which as of \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_, had an approximate balance of $\_\_\_\_\_\_\_\_\_\_\_ (“Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Treasury Money Market Fund”). Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Treasury Money Market Fund shall be Husband’ssole and exclusive property, and Wife waives and relinquishes all right, claim, and title thereto and interest therein. From and after January 1, 20\_\_\_, Husband shall be responsible to report the income on Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Treasury Money Market Fund and to be responsible and pay for the taxes incurred thereon. Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Treasury Money Market Fund shall constitute one of the Paragraph \_\_\_ Assets, as defined in Article \_\_\_, Paragraph \_\_\_ hereof.

## Husband maintains, in his sole name, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Money Market Fund, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account No. , which as of \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_, had an approximate balance of $\_\_\_\_\_\_\_\_\_ (“Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Money Market Fund”). Wife shall receive $\_\_\_\_\_\_\_\_\_ of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Money Market Fund and Husband shall receive $\_\_\_\_\_\_\_\_\_ of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Money Market Fund, including any gains, losses, income or other change in value thereon through the date of distribution. Simultaneously with the execution of this Agreement, the parties shall execute a joint letter of instruction to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ authorizing and directing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to distribute $\_\_\_\_\_\_\_\_\_ of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Money Market Fund to the Wife to an account in her sole name which she designates. After the transfer of $\_\_\_\_\_\_\_\_\_ of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Money Market Fund to Wife, the remaining \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Money Market Fund, in Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account shall be Husband’s sole and exclusive property. From and after January 1, 20\_\_\_, each party shall be responsible to report the income on his or her share of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Money Market Fund and to be responsible and pay for the taxes incurred thereon. The parties acknowledge and agree that for purpose of effectuating the equal distribution of marital property Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Money Market Account will be valued as of date of distribution, and Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Money Market Fund shall constitute one of the Paragraph \_\_\_ Assets, as defined in Article \_\_\_, Paragraph \_\_\_ hereof.

##  Husband maintains, in his sole name, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Prime Money Market Fund, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Account No., which as of \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_, had an approximate value of $\_\_\_\_\_\_\_\_\_ (“Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Prime Money Market Fund”). Each party shall receive fifty percent (50%) of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Prime Money Market Fund as of the date of execution of this Agreement, including any gains, losses, income or other change in value thereon through the date of distribution. Simultaneously with the execution of this Agreement, the parties shall execute a joint letter of instruction to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ authorizing and directing \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to distribute 50% of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Prime Money Market Fund to Wife to an account in her sole name which she designates. After the transfer of 50% of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Prime Money Market Fund to Wife, the remaining Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Prime Money Market Fund shall be Husband’s sole and exclusive property. From and after January 1, 20\_\_\_, each party shall be responsible to report the income on his or her share of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Prime Money Market Fund and to be responsible and pay for the taxes incurred thereon.

## Husband maintains, in his sole name, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Funds, at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Account No., which as of \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_, had an approximate balance of $\_\_\_\_\_\_\_\_\_ (“Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Funds”). Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Funds shall be Husband’ssole and exclusive property, and Wife waives and relinquishes all right, claim, and title thereto and interest therein. From and after January 1, 20\_\_\_, Husband shall be responsible to report the income on Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Funds and to be responsible and pay for the taxes incurred thereon. Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Funds shall constitute one of the Paragraph \_\_\_ Assets, as defined in Article \_\_\_, Paragraph \_\_\_ hereof.

Private Equity and Hedge Funds

## Wife maintains, in her sole name, an investment in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investors, LP, which as of \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_ had an approximate balance of $\_\_\_\_\_\_\_\_\_ (“Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment”). Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment, and the funds contained therein, shall be Wife’ssole and exclusive property, and Husband waives and relinquishes all right, claim, and title thereto and interest therein. Wife shall be entitled to all income, revenues, profits, distributions, capital, rights, benefits and privileges relating to and flowing from her ownership interest in Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment, including any proceeds from a partial or full sale. Wife shall be responsible to pay all tax and other liabilities in connection with Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment. Wife shall indemnify and hold Husband free and harmless from all debts, expenses, claims, liabilities and losses of or claims against Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment.

## Husband maintains, in his sole name, an investment in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investors, LP, which as of \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_ had an approximate balance of $\_\_\_\_\_\_\_\_\_ (“Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment”). Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment, and the funds contained therein, shall be Husband’ssole and exclusive property, and Wife waives and relinquishes all right, claim, and title thereto and interest therein. Husband shall be entitled to all income, revenues, profits, distributions, capital, rights, benefits and privileges relating to and flowing from his ownership interest in Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment, including any proceeds from a partial or full sale. Husband shall be responsible to pay all tax and other liabilities in connection with Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment. Husband shall indemnify and hold Wife free and harmless from all debts, expenses, claims, liabilities and losses of or claims against Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment.

##  The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Family Foundation maintains an investment in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investors, LP, title to which is held in the name of The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Family Foundation and which as of \_\_\_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_, had an approximate balance of $\_\_\_\_\_\_\_\_\_ (the “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Family Foundation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment”). The parties acknowledge that the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Family Foundation \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment shall be neither party’s property, and has not been included in the equitable distribution of marital property and shall be the property of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Family Foundation, shall be part of the Foundation Funds, as defined in Sub-Paragraph \_\_\_(\_\_\_) of this Article, and shall be disposed of and distributed in accordance with Paragraph \_\_\_ of this Article and Paragraph \_\_\_ of Article \_\_\_ hereof.

## Husband maintains, in his sole name, an investment in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LLC, which Husband represents, as of \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_, had a zero dollar value (“Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment”) and which is being written off as a loss on the parties’ 20\_\_\_ tax returns. To the extent any portion of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment loss is not offset against taxable income in 20\_\_\_, Husband shall have the right to report and claim the remaining loss on his future income tax returns, subject to and in accordance with Article \_\_\_, Paragraph \_\_\_ hereof.

## Husband maintains, in is sole name, an investment in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Inc. Series E Stock, which as of \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_ had a value of $\_\_\_\_\_\_\_\_\_ (“Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment”). Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment shall be Husband’s sole and exclusive property, and Wife waives and relinquishes all right, claim, and title thereto and interest therein. Husband shall be entitled to all income, revenues, profits, distributions, capital, rights, benefits and privileges relating to and flowing from his ownership interest in Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment, including any proceeds from a partial or full sale. Husband shall pay all tax and other liabilities in connection with Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment, and shall indemnify and hold Wife free and harmless from all debts, expenses, claims, liabilities and losses of or claims against Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment. Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment shall constitute one of the Paragraph \_\_\_ Assets, as defined in Article \_\_\_, Paragraph \_\_\_ hereof. To the extent any portion of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment loss is not offset against taxable income in 20\_\_\_, Husband shall have the right to report and claim the remaining loss on his future income tax returns, subject to and in accordance with Article \_\_\_, Paragraph \_\_\_ hereof.

## Husband maintains, in his sole name, an investment in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Corporation, which Husband represents, as of \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_, had a zero dollar value (“Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment”) and which Husband represents cannot be written off as a loss on the parties’ 20\_\_\_ tax returns. Husband shall, to the maximum extent possible, utilize any of the loss resulting from Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment to offset taxable income or gains in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Family Trust, as defined in Paragraph \_\_\_ of this Article. To the extent any portion of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment loss is not offset against taxable income or gains in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Family Trust, Husband shall have the right to report and claim the remaining loss on his future income tax returns, subject to and in accordance with Article \_\_\_, Paragraph \_\_\_ hereof.

## Husband maintains, in his sole name, an investment in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LLC, which Husband represents, as of \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_, had a zero dollar value (“Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment”) and which Husband represents cannot be written off as a loss on the parties’ 20\_\_\_ tax returns. Husband shall, to the maximum extent possible, utilize any of the loss resulting from Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment to offset taxable income or gains in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Family Trust, as defined in Paragraph \_\_\_ of this Article. To the extent any portion of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment loss is not offset against taxable income or gains in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Family Trust, Husband shall have the right to report and claim the remaining loss on his future income tax returns, subject to and in accordance with Article \_\_\_, Paragraph \_\_\_ hereof.

## Husband maintains, in his sole name, an investment in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LLC of \_\_\_\_\_\_\_\_\_ Units valued at $\_\_\_\_\_\_\_\_\_ (“Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment”). Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment shall be Husband’s sole and exclusive property, and Wife waives and relinquishes all right, claim, and title thereto and interest therein. Husband shall be entitled to all income, revenues, profits, distributions, capital, rights, benefits and privileges relating to and flowing from his ownership interest in Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment, including any proceeds from a partial or full sale. Husband shall pay all tax and other liabilities in connection with Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment, and shall indemnify and hold Wife free and harmless from all debts, expenses, claims, liabilities and losses of or claims against Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment.

## Wife maintains, in her sole name, an investment in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LLC of \_\_\_\_\_\_\_\_\_ Units valued at $\_\_\_\_\_\_\_\_\_ (“Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment”). Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment shall be Wife’s sole and exclusive property, and Husband waives and relinquishes all right, claim, and title thereto and interest therein. Wife shall be entitled to all income, revenues, profits, distributions, capital, rights, benefits and privileges relating to and flowing from her ownership interest in Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment, including any proceeds from a partial or full sale. Wife shall pay all tax and other liabilities in connection with Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment, and shall indemnify and hold Husband free and harmless from all debts, expenses, claims, liabilities and losses of or claims against Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment.

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**Husband’s Stock to Be Equally Shared with Wife**

## Husband maintains, in his sole name, an investment in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_ shares which Husband represents, as of \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_ had a zero dollar value (“Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment”) and which is being written off as a loss on the parties’ 20\_\_\_ tax returns. To the extent any portion of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Investment loss is not offset against taxable income in 20\_\_\_, Husband shall have the right to report and claim the remaining loss on his future income tax returns, subject to and in accordance with Article \_\_\_, Paragraph \_\_\_ hereof.

### Husband represents that the shares he owns in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares”) are not transferable, assignable or divisible “in kind” and, therefore, Wife cannot hold title to, or be an owner of any portion of, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares. In light of Husband’s representation, the parties agree that with respect to both the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares and any future value, income and/or distributions in connection with the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares (“\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Distributions”), Wife shall be the beneficial owner of 50% of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares (“Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares”) and entitled to 50% of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Distributions. Given that title to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares shall remain in Husband’s name, Husband shall have a fiduciary duty to Wife and shall act as her nominee and shall hold Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares for Wife’s benefit. Husband shall be the owner of 50% of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shares (“Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares”) and shall be entitled to 50% of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Distributions.

### Upon Husband’s receipt of an \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Distribution, he shall pay, or segregate an amount to pay, the tax liabilities thereon, and within thirty (30) days of receipt by Husband of an \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Distribution, he shall deliver to Wife 50% of the net after-tax amount of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Distribution.

### Husband shall indemnify Wife and hold her free and harmless from all taxes, claims, liabilities, obligations, costs and expenses with respect to Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares and Husband’s 50% share of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Distributions. Wife shall indemnify Husband and hold him free and harmless from all taxes, claims, liabilities, obligations, costs and expenses with respect to Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares and Wife’s 50% of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Distributions.

### Wife’s rights with respect to Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares and entitlement to 50% of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Distributions shall survive her death and Husband’s death, and shall be a first charge and lien against Husband’s estate. Husband’s rights with respect to Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares and his entitlement to 50% of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Distributions shall survive his death and Wife’s death.

### If at any time the shareholders, operating, ownership, or like agreement pertaining to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares is amended or is construed so as to permit Wife to receive outright ownership of, or to hold title in her name to, 50% of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares, the parties shall do all acts and execute all documents so as to assign or transfer title and ownership of 50% of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares to Wife, effective as of the date such assignment or transfer is first permitted.

### Within thirty (30) days of his receipt thereof, Husband shall provide, or cause to be provided, to Wife all materials and correspondence with respect to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Distributions that she would receive or be entitled to receive had she held such interests as a titled investor, including, without limitation, quarterly reports, distribution notices and tax reporting documents.

### In the event there is any capital call or capital commitment in connection with the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares, each party shall be responsible to pay, and shall pay, 50% of each capital call and capital commitment from each party’s separate funds.

### In the event the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares can be sold, Husband shall provide notice to Wife (according to Article \_\_\_ hereof), and Wife shall have the right to direct Husband to sell all or a portion of Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares, and Husband shall deliver to Wife the sale proceeds after payment of tax liabilities thereon, within thirty (30) days of the sale.

### The parties acknowledge that the ordinary income, capital gain and/or other taxes payable as a result and at the time of the sale of Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares (as per Sub-Paragraph \_\_\_(\_\_\_)(\_\_\_) of this Article) and as a result of and at the time of the receipt by Husband of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Distributions, as the case may be, may differ from the actual taxes due, owing and payable upon the filing of Husband’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, state and/or local tax returns. For the purposes of this Agreement, “the ordinary income, capital gain and/or other taxes due resulting from the sale of Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares and Husband’s receipt of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Distributions, as the case may be,” shall be determined as follows: Husband shall deliver his income tax returns to the Parties’ Accountant, as defined in Article \_\_\_, Sub-Paragraph \_\_\_(\_\_\_) hereof, within thirty (30) days of filing such income tax returns for any year in which Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares have been sold or Husband has received \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Distributions, as the case may be, and shall instruct the Parties’ Accountant to prepare “pro forma income tax returns” which shall differ from the actual income tax returns filed by Husband in only one respect, to wit, the pro forma income tax returns will omit either the information pertaining to the sale of Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares or the information pertaining to Husband’s receipt of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Distributions, as the case may be. The difference, if any, in the amount of the income taxes between the taxes due, owing and payable in connection with Husband’s actual income tax returns and the taxes due, as dictated by the pro forma income tax returns shall constitute “the ordinary income, capital gains and/or other taxes due resulting from the sale of Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares or Husband’s receipt of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Distributions, as the case may be.”

### Wife shall be entitled to review the Parties’ Accountant’s calculation of the ordinary income, capital gains and/or other taxes due from the sale of Wife’s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Shares or Husband’s receipt of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Distributions, as the case may be, and the tax rate(s) utilized with respect thereto; provided, however, that Wife shall not be entitled to review Husband’s income tax returns, the pro forma income tax returns, or any data, documents, or other materials which evidence Husband’s income. The Parties’ Accountant’s decision shall be final and binding on the parties, and the fees and costs for the Parties’ Accountant in connection therewith shall be shared equally by the parties.

### Within thirty (30) days of receipt of the calculation from the Parties’ Accountant, including a calculation of Wife’s overpayment (i.e., the taxes paid by Husband were more than the taxes actually due) or underpayment (i.e., the taxes paid by Husband were less than the taxes actually due), either (A) Husband shall provide Wife with a check payable to Wife for the amount of Wife’s overpayment, if applicable, or (B) Wife shall provide a check to Husband for the amount of Wife’s underpayment, if applicable.

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