


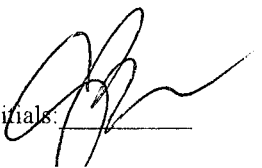
ADDENDUM "D"
HEALTH INSURANCE

- A. The Husband shall maintain in full force and effect the Wife's current medical and dental insurance coverage, or its reasonable equivalent, for the benefit of the Wife for one year from the date of the final divorce. At which point Wife anticipates to have found employment and will purchase her own health and dental insurance.
- B. Each party shall be responsible for the cost of his or her own uninsured medical, dental, orthodontic, therapy, prescription, and hospital expenses.

Initials:



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of final divorce,
If vehicles are not sold within one year, a value will be assessed to both vehicles via Kelley Blue Book or equivalent appraiser and husband will pay half of the value to wife.
4. The parties own a 1958 Mercedes Benz 220S vehicle and a 1995 Mercedes Benz

320E Convertible. Both Parties agree that both vehicles will be sold and the proceeds will be divided equally. *Husband shall notify wife when sold and a copy of the Bill of Sale shall be provided.*

D. Bank Accounts: The Parties shall retain sole interest in their respective personal bank accounts and any and all retirement and savings accounts they may have including but not limited to stocks, bonds, annuities, 401K and IRAs. Each waive all rights to the other party's bank accounts. Husband currently has a Bank of America checking account with a balance of \$10,000.00. Both parties agree that Husband shall pay for all moving expenses, from South Dartmouth to Fall River and from ~~Fall River to Connecticut~~. Any remaining funds in this account will remain with Husband. *Husband will pay \$3200 to Bristol - Plymouth Moving for cost from Dartmouth to Fall River.*

E. Pension: The husband is the current owner of a pension held with UAS Asset Management of New York. There is currently \$845,000 in said pension that is 100% vested. *\$380,250.00* Wife shall retain ~~\$345,000.00~~ and Husband shall retain ~~\$500,000.00~~ of said pension. *\$464,750* Wife has the right to collect yearly payments on her portion of pension or she may elect to withdraw the full amount up to ~~\$345,000.00~~ *\$380,250.00*

The Division of the Pension will be done via QDRO or Qualified Domestic Relations Order.

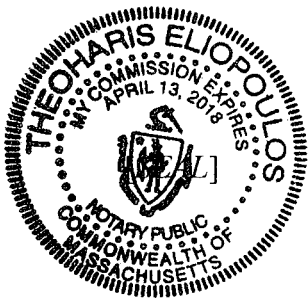
ADDENDUM "B"
ASSETS / PROPERTY

- A. General: The Parties acknowledge that they have divided between them all their personal property to their mutual satisfaction. All of the furniture, furnishings, equipment, tools, household goods and appliances, fixtures and appurtenances, books and works of art, and other items of personal property in the Husband's possession shall be the sole and exclusive property of the Husband. All of the furniture, furnishings, household goods and appliances, fixtures and appurtenances, books and works of art, and other items of personal property in the Wife's possession shall be the sole and exclusive property of the Wife.
- B. Real Property: The Parties acknowledge that they have divided their real property as listed below;
1. 15 Summer Street, Dartmouth MA – The parties hold title to Marital Home and have a current contract to sell said property. The closing date is scheduled for June 14, 2017 for a contract purchase price of \$1,220,000.00. The Parties agree that at the sale of this home, Wife shall receive \$600,000.00 of the proceeds.
 2. Summer Street Lot, Dartmouth MA – The parties hold title to the parcel of land located next to 15 Summer Street. The Wife has signed a quitclaim deed transferring her interest in the property to Husband for \$162,500.00, which will be paid by Husband and is included in the \$600,000.00 of the above proceeds. After the transfer, The Husband will indemnify and hold harmless the Wife from and against all claims and costs relating to said real estate.
 3. 54 Acres of Farm Land, Virginia – Husband holds title to 54 acres of farm land and Husband shall retain said property solely and exclusively from any right, title, claim, or interest by Wife. Husband shall immediately be fully responsible for all bills, costs and expenses of every kind and nature relating to said real property, including, but not limited to, mortgage payments and real estate taxes, insurance, and ordinary and reasonable repairs and maintenance. The Husband will indemnify and hold harmless the Wife from and against all claims and costs relating to said real estate.
 4. 5785 Mountain Road, Stowe VT – Both parties hold title to the condominium in

Commonwealth of Massachusetts

Bristol, ss.

On this 13th day of June, 2017, personally appeared before me Patricia A. Nelson, named above, who proved to me through satisfactory evidence of identification, to wit, a MA license, to be the signer of the within document entitled "Separation Agreement" and acknowledged to me that she signed same voluntarily for its stated purpose.



A handwritten signature in black ink, appearing to read "Theoharis Eliopoulos", written over a horizontal line.

Notary Public: Theoharis Eliopoulos

My Commission expires: April 13, 2018

Bristol, ss.

On this ____ day of June, 2017, personally appeared before me George R. Nelson, named above, who proved to me through satisfactory evidence of identification, to wit, a MA license, to be the signer of the within document entitled "Separation Agreement" and acknowledged to me that he signed same voluntarily for its stated purpose.

[SEAL]

Notary Public:

My Commission expires:

VIII. EXECUTION OF DOCUMENTS

The Parties hereby expressly agree to execute promptly any and all documents, including but not limited to, deeds, mortgages, releases, agreements, resignations and certificates of trustees, that may from time to time become necessary for the purpose of enforcing the terms and provisions of this Agreement.

IX. STRICT PERFORMANCE

The failure of either Party to insist in any instance upon the strict performance of any term or terms set forth herein shall not be construed as a waiver of such terms for the future, and such terms shall nevertheless continue in full force and effect.

X. VALIDITY

In the event any part of this Agreement shall be held invalid, such invalidity shall not invalidate the entire Agreement, but the remaining provisions of this Agreement shall continue to be valid and binding to the extent that such provisions continue to reflect fairly the intent and understanding of the Parties in executing this Agreement.

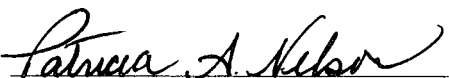
XI. GOVERNING LAW

This Agreement shall be construed and governed according to the laws of the Commonwealth of Massachusetts except as appropriate for another jurisdiction.

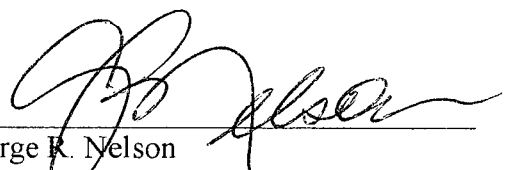
XII. MODIFICATION

This Agreement shall not be altered or modified except by an instrument signed and acknowledged by both Parties.

SIGNED at Dartmouth MA, on the dates below written. Executed in several counterparts and initialed by page.



Patricia A. Nelson
Wife



George K. Nelson
Husband

Initials: 

Initials: 

further covenant at all times to hold the other free, harmless and indemnified from and against all debts, charges or liabilities hereafter contracted or incurred by either Party in breach of the provisions hereof and from any and all reasonable attorneys' fees, costs and expenses incurred by the other as a result of any such breach.

- C. Each party shall indemnify, protect and hold the other harmless of and from liability or responsibility, including accountants' and attorneys' fees, for any error or omission caused by either party or relating to their income, deductions, or credits on any joint tax return ever filed by the parties. Each shall promptly notify the other concerning any notice of audit, penalty, interest, fine or assessment concerning any joint return.

III. WAIVER OF ESTATE CLAIM

- A. Except as provided herein, each Party hereby waives any right at law or in equity to elect to take against any Last Will made by the other, including all rights of dower or of curtesy, and hereby waives, renounces and relinquishes unto the other, his or her respective heirs, executors, administrators and assigns forever, all and every interest of any kind or character which each may now have, or may hereafter acquire, in or to any real or personal property of the other, whether such real or personal property be now owned or hereafter acquired by either Party.
- B. Except as provided herein, each Party shall have the right to dispose of his or her property by Will or otherwise, in such manner as each may, in his or her uncontrolled discretion deem proper; and neither one shall claim any interest in the estate of the other, except to enforce any obligations imposed by this Agreement.

IV. MUTUAL RELEASE

Except for any cause of action for Divorce, or any enforcement of any Probate and Family Court Judgment concerning dissolution of the marital relationship, or to enforce the provisions of this Agreement in any Court, each Party hereby releases and forever discharges the other and any third Parties in connection with matters arising out of the marital relationship from any and all actions, suits, debts, claims, demands and obligations whatsoever, both at law and in equity, which either of them has ever had, now

- c. Whether and to what extent all or any part of the estate of either Party should be assigned to the other in consideration of the provisions of Massachusetts General Laws, Chapter 208, §34;
- d. All other rights and obligations arising from the marital relationship; and
- e. All other matters which should be determined and settled in connection with the instant Complaint for Divorce.

I. GENERAL – UNDERSTANDING AND DISCLOSURE

A. The Parties declare and acknowledge that each of them understands the position, circumstances, income, financial resources, expenses and prospects of the other; and the terms, provisions and conditions hereof are deemed to be fair, reasonable and acceptable in accordance with said understanding. The Parties further state that they have negotiated the terms of this Agreement directly and through legal counsel, that each has had independent legal advice by counsel of his or her own choosing and that after consultation with their respective attorneys, after being fully and fairly advised as to all the facts and circumstances herein set forth and after having read this Agreement line by line, each freely and fully accepts the terms, conditions and provisions hereof and enters into this Agreement voluntarily and without any coercion whatsoever. The Parties further acknowledge and declare that this Agreement constitutes the entire Agreement between the Parties hereto and that there are no Agreements, promises, terms, conditions or understandings, nor any representations or inducements leading to the execution hereof, expressed or implied, other than those herein set forth, and that no oral statement or prior written matter extrinsic to this Agreement shall have any force or effect in connection herewith. The Parties represent and acknowledge that each has fully described his or her assets and liabilities to the other Party to the best of his or her knowledge and ability, both orally and otherwise, and by the exchange of copies of current Mass. R. Dom. Rel. P. 401 Financial Statements, duplicate signed copies of which shall be filed with the Court and attached to executed copies of this Agreement held by the Parties and counsel therefor.

