

THE TRIAL COURT
PROBATE AND FAMILY COURT DEPARTMENT

ESSEX, SS.

NO. 04D1906-DVI

ROBERT P. NICKSE
PLAINTIFF

V.

JANE C. DANIEL
DEFENDANT

15

SEPARATION AGREEMENT

This is an agreement between Robert P. Nickse and Jane C. Daniel, both formerly of Gloucester, Essex County, Massachusetts, entered into this 24~~th~~ day of July, 2007 as part of our effort to obtain a divorce in an informed and peaceful manner. Hereinafter Jane C. Daniel may be referred to as the "Wife" and Robert P. Nickse may be referred to as the "Husband". All references to "parties" shall mean the above named Husband and Wife.

STATEMENT OF FACTS

We were married on December 24, 1998. There are no children born of our marriage. Serious and irreconcilable differences have arisen between us despite efforts to resolve such differences, and we each acknowledge there is an irretrievable breakdown of our marriage. We have been living apart since February 16, 2003. We intend to file a motion to convert our current contested Divorce Action to a joint petition for a no-fault divorce in the Essex County Probate and Family Court. We desire by this Agreement to settle between ourselves all rights and

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obligations arising from our marital relationship now and in the future. Each of us has consulted with independent legal counsel of his or her own choice, have carefully reviewed this agreement with our respective counsel and are satisfied that the terms and provisions herein are fair and reasonable.

Each of us has provided the other with a complete disclosure of his or her current financial situation, including income liabilities, expenses and all assets. Each has answered any questions the other had concerning such financial disclosure, and each of us has relied upon all the information so provided in negotiating and accepting the terms of this Agreement.

Each of us has read, and each understands, all the provisions of this Agreement. We enter it freely and voluntarily, each believing its terms to be fair and reasonable. We intend to be bound by this commitment. We intend and hereby state, that this agreement shall be incorporated but not merged into any judgment of divorce granted in this matter and that it shall survive as an independent contract.

OBJECTIVES

In designing this Agreement, we have defined ourselves the following specific objectives:

1. The freedom of each to live his or her own separate life, wherever he or she wishes, while still remaining obligated to the other under this Agreement.
2. A legal and physical custody arrangement for the children which will provide them with the greatest opportunity for healthy development and allow each of us to be with them as much as possible with the minimum disruption for them;

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3. Provision of adequate financial resources for the children and for each of us, consisting of appropriate child support for the children, and a sharing of their educational costs in accordance with our respective financial abilities;
4. An equitable division of our property, taking into account its sources as well as our own financial situation in the future;
5. A minimization of income, capital gains and other tax consequences for each of us; and
6. A climate and mechanism for peaceful resolution of any future differences.

We have designed this Agreement to help us accomplish these goals.

ARTICLE ONE

REAL PROPERTY

The parties jointly own a residence located at 4 Hovey Street, Gloucester, Massachusetts (hereinafter referred to as the "Marital Residence"). Within one year of the execution of this Agreement, unless the parties mutually agree otherwise, the Marital Residence shall be sold and the proceeds divided as follows.

- a. The First Mortgage and the expenses of sale (including the brokerage commission, transfer taxes, recording fees and legal fees associated with the sale) shall be paid.
- b. The debt to David Holscher referenced in Article Six herein shall be paid.
- c. Seventy percent (70%) of the remaining equity shall be paid to the Wife, WITH A MINIMUM of \$300,000 GOING TO THE WIFE.
- d. Thirty percent (30%) of the remaining equity shall be paid to the Husband, WITH A MAXIMUM of \$250,000 GOING TO THE HUSBAND.

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ARTICLE THREE

HEALTH INSURANCE AND MEDICAL EXPENSES

The Husband shall be responsible for his own health insurance coverage and the cost of his own uninsured medical expenses. The Wife shall be responsible for her own health insurance coverage and the cost of her own uninsured medical expenses

ARTICLE FOUR

LIFE INSURANCE

N/A

ARTICLE FIVE

PERSONAL PROPERTY

THE HUSBAND SHALL TAKE THE FOLLOWING ITEMS FROM THE MARITAL RESIDENCE UPON THE SALE OF THE MARITAL RESIDENCE

- 1) FRONT HALLWAY CHINA CABINET
- 2) DOUBLE ROPE BED IN "BELVEDERE ROOM"
- 3) MILK PAINTED ~~ART~~ ARMOIR
- 4) 2 "GOULD" BIRD PRINTS CALLED "BIRDS AT FEED"
- 5) POSEIDON STATUE

THE WIFE SHALL KEEP ALL REMAINING PERSONAL PROPERTY IN MARITAL RESIDENCE. THE PARTIES SHALL KEEP ALL PERSONAL PROPERTY ALREADY DIVIDED OR TITLED IN THEIR RESPECTIVE NAMES FREE FROM EACH OTHER'S CLAIMS.

ARTICLE SIX

DEBTS AND OBLIGATIONS

A. The Wife shall be solely responsible for payment of any Debts incurred by her individually during the marriage. The Husband shall be solely responsible for payment of any Debts incurred by him individually during the marriage Any debts incurred by the parties jointly during the marriage shall be paid by the parties in equal shares.

Notwithstanding anything herein to the contrary, the Wife shall be solely responsible for the payment of the debts and judgments owed to Vera Lee, Misha Defonseca or any debt related to disputes with those individuals. The Wife shall also be solely responsible for the payment of her current Federal and State Tax debts and any consequential liens filed against the Marital residence and shall be solely responsible for the payment of her Citibank and Keybank debts and any consequential liens filed against the Marital Residence. The Parties shall be equally responsible for payment of the debt owed to David A. Holscher and such David Holscher debt shall be paid from the proceeds of the sale of the Marital Residence.

B. Each shall be solely responsible for the payment of any debit incurred by him or her after the date of this Agreement, whether by credit card or otherwise. If either is obligated to pay any part of any debit of the other, the person making the payment shall be entitled to be reimbursed by the other for such payment and any costs of collecting such payments., including reasonable attorneys fees and other costs occasioned by the breach of this Article.

c) THE WIFE SHALL CONTINUE TO PAY THE MORTGAGE, TAXES, INSURANCE AND EXPENSES ASSOCIATED WITH THE MARITAL RESIDENCE

~~AND SHALL~~ UNTIL THE SALE OF THE MARITAL RESIDENCE AND UNTIL SUCH SALE MAY CONTINUE TO RESIDE AT AND OPERATE HER "BED + BREAKFAST" BUSINESS FROM THE MARITAL RESIDENCE.

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ARTICLE SEVEN

ALIMONY

The husband hereby waives any and all claim to alimony from the other past and present.

The wife hereby waives any and all claim to alimony from the other past and present

ARTICLE EIGHT

TAXES

- A. We shall cooperate on any tax audits or investigations of prior joint returns, provided the person responsible for any error or omission shall be solely responsible for payment of the costs of such liability, including defending any audit or claim.
- B. Each party shall be responsible for his or her proportionate share of capital gains or income tax attributable to the sale of the Marital Home in proportion to the equity received by them pursuant to this agreement.
- C. The parties will file separate tax returns for the year 2006 and 2007.

ARTICLE NINE

EXECUTION OF DOCUMENTS

Whenever called upon to do so by the other, each shall immediately execute, acknowledge, and deliver to or for the other without consideration any and all deeds, assignments, bills of sale, transfers of stock, assumptions of corporate liability or other instruments that may be necessary or convenient to carry out the provisions of this Agreement, or

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that may be required to enable the other to sell, encumber, pledge or otherwise dispose of the property now or hereafter owned or acquired by the other.

ARTICLE TEN

WAIVER OF FUTURE CLAIMS AND INHERITANCE

We agree that neither will make demands or claims upon the other or the estate of the other for any further real or personal property division except such as may be demanded or claimed as part of order for alimony and those demands or claims created by this Agreement. We make this waiver knowing the possibility that we may inherit or otherwise acquire other property after the signing of this Agreement. This Agreement is a complete settlement of all claims which either has or may have to an equitable distribution of our marital property under Massachusetts General Laws Chapter 208, Section 34.

ARTICLE ELEVEN

SEPARATION OF ESTATES

- A. Except as otherwise provided in this Agreement, each hereby waives and releases any and all rights that he or she may now have or hereafter acquire as spouse under the present or future laws of any jurisdiction:
1. To elect to take against any will or codicil of the other party now or hereafter in force;
 2. To share in the other's estate in case of intestacy; and
 3. To act as Executor or Administrator of the other's estate.

J D R.W.

B. It is our intention that our respective estates shall be administered separately. However, nothing in this paragraph is intended to or shall constitute a waiver by either of the rights or claims he or she may have against the estate of the other by reason of a breach of this Agreement, a waiver by either of any testamentary provisions, which the other may voluntarily make for him or her, or a waiver by either of rights against the estate of the other created by other provisions or this Agreement.

ARTICLE TWELVE

PERSONAL LIBERTIES

We have endeavored to separate all our property and our own personal lives, each from the other. Each shall be free from the influence of the other as fully as though unmarried. We each respect the right of the other for his or her separate life to engage in any employment, business or profession and to pursue any educational, social or religious interest he or she may choose. To preserve the privacy of each, neither shall visit the home or place of work of the other without consent. We do not intend by this paragraph to create a restraining order or criminal sanctions of any sort.

ARTICLE THIRTEEN

RESOLUTION OF DIFFERENCES

We have entered this Agreement in a spirit of compromise, considering foremost the best interests of the children. If in the future we have a disagreement about how to interpret or apply this Agreement, we shall endeavor to resolve our differences by discussion ourselves. If we cannot agree, we shall attempt to arrive at agreement by using a neutral person as mediator, or

through our respective counsel, if any. Neither shall petition a court to enforce or interpret the Judgment in this case until we have first made this attempt at agreement in good faith.

ARTICLE FOURTEEN

NATURE OF THIS AGREEMENT

- A. We have incorporated in this Agreement our entire understanding. We agree that there have not been made, and we have not relied on, any promises or representations other than those expressly set forth herein.
- B. In the event any part of this Agreement shall be held invalid, such invalidity shall not invalidate the whole Agreement, but the remaining provisions shall continue to be valid and binding.
- C. This Agreement shall be construed and governed according to the laws of the Commonwealth of Massachusetts.

ARTICLE FIFTEEN

ENFORCEMENT OF THE AGREEMENT

- A. The failure of either of us to insist in any instance upon the strict performance of any of the terms hereof shall not be construed as a waiver of such terms for the future, and the same terms shall nevertheless continue in full force and effect.
- B. If either shall commit a breach of any of the provisions of this Agreement and legal action shall be reasonably required to enforce such provisions and be instituted by the other, the person in breach shall be liable to the person who prevails in the court action

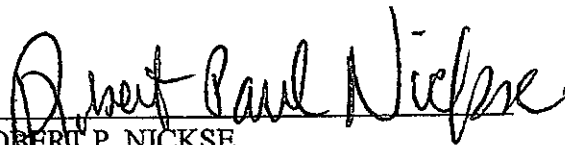
for all court costs and reasonable attorney's fees incurred in instituting and prosecuting such action.

ARTICLE SIXTEEN

STATUS OF AGREEMENT

- A. At the hearing of the divorce, a copy of this Agreement shall be submitted to the court and we shall request that this Agreement be incorporated but not merged in the divorce judgment, so that it survives with its own independent significance.
- B. If we decide to make changes in this Agreement, we will do so only by written instrument signed and acknowledged before a notary public in the same way this Agreement has been executed.

IN WITNESS WHEREOF, we have set our hands and seals as of the date written in the first sentence of this Agreement.


ROBERT P. NICKSE


JANE C. DANIEL

COMMONWEALTH OF MASSACHUSETTS

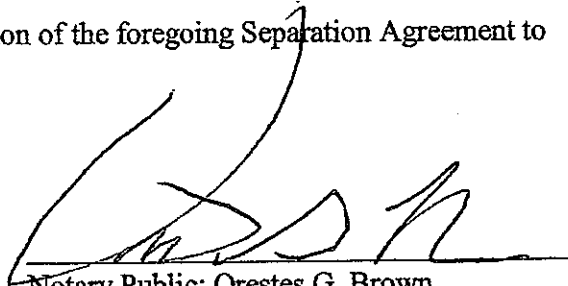
Essex, ss

July 24, 2007

Then personally appeared before me the above-named ROBERT P. NICKSE, to me personally known, and acknowledged the execution of the foregoing Separation Agreement to be his own free act and deed.

Date:

7/24/07



Notary Public: Orestes G. Brown
My Commission Expires: 1/16/2009

COMMONWEALTH OF MASSACHUSETTS

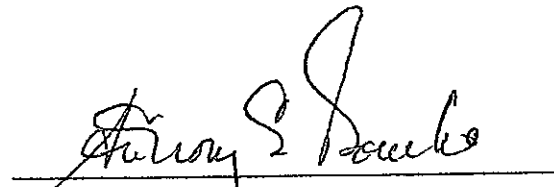
Essex, ss

July 24, 2007

Then personally appeared before me the above-named Jane C. Daniel, to me personally known, and acknowledged that her execution of the foregoing Separation Agreement was her own free act and deed.

Date:

July 24, 2007



Notary Public
My Commission Expires: 11-28-09

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FILED 03.24.2007

The Trial Court
Probate and Family Court Department
Essex Division
36 Federal Street
Salem, MA 01970

Docket# 06E 0061 - GC1

STIPULATION OF PARTIES

JANE DANIEL Plaintiff

VS.

ROBERT P. NICHSE Defendant

It is hereby agreed by the parties with the advice of counsel that the following stipulation shall be made an order or judgment of this court:

Judgment in this action shall enter as follows:

THE DEED FROM ROBERT P. NICHSE TO JANE C. DANIEL DATED MARCH 2, 2006 AND RECORDED AT THE ESSEX SOUTH REGISTRY OF DEEDS IN BOOK 25426 PAGE 498 IS VOID AB INITIO.

All other claims and counterclaims are hereby dismissed, with prejudice and without costs or fees to any party.

Robert Paul Nichse
Plaintiff
[Signature]
Plaintiff's Attorney

[Signature]
Defendant
Anthony Stouck
Defendant's Attorney