

State of Pennsylvania
The Court of Common Pleas

Beaver County

Docket No.:

SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT dated this 3rd of January, 2015 is made between Anna Nicole of 23 Chandler Street, Hookstown, PA, 15050 and Herman Nicole of 1102 Country Club Drive, Hookstown, PA, 15050.

STATEMENT OF FACTS:

- A. Anna Herman and Herman Nicole (collectively the 'Parties' and individually a 'Party') were lawfully married on August 16th, 2001, in San Diego, California. This was the first marriage for Anna Nicole and the fourth marriage for Herman Nicole. One child was born of this marriage and is a minor: Theodore Carleton Nicole, born on November 16, 2002. Due to irreconcilable differences that have developed between the Parties, they agree to live separate and apart from each other, subject to the terms and conditions in this Agreement.
- B. Both parties agree that the marriage at this time is irretrievably broken and a divorce petition was filed on January 2, 2015, which is pending in The Court of Common Pleas, State of Pennsylvania.
- C. The parties have decided to confirm their separation and effect this agreement to settle between themselves all of the issues relating to their respective property and estate rights, spousal support, care and custody of their minor child, and all other claims and demands each might have against the other because of their marital relationship.
- D. The Parties have each voluntarily entered into this Agreement and have not been forced by anyone to sign this Agreement and both Parties confirm that they are in sound mental health.
- E. The Parties have made complete, fair, and accurate disclosure to each other on all financial matters reflected in this Agreement.
- F. Each of the Parties fully understands the facts, each of them is aware of their legal rights and responsibilities, and each sign this agreement freely and voluntarily.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other valuable consideration, the receipt, and sufficiency of which consideration is acknowledged, the Parties agree as follows:

SEPARATION

1. The Parties have lived separately and apart since December 25th, 2014. Neither Party will enter the other's living space or work without invitation or approval.

MUTUAL RELEASES

Subject to this agreement, each party individually, and for his or her heirs, legal administrators, representatives, executives, and assigns, releases, and discharges the other of and from all causes of action, all claims, rights, or demands in either law or in equity, which either of the parties ever had or now has against the other or which may hereafter arise because of their marriage. This does not apply to any or all causes of action for this divorce, and such liabilities as may accrue or any payments due under the terms of this agreement.

WAIVER OF ESTATE CLAIM

Except as otherwise provided in this agreement, each party hereby waives and releases any rights that she or he may now have or hereafter acquire as a spouse under the present or future laws of any jurisdiction:

- a. To elect to take against any will or codicil of the other party now or hereafter in force;
- b. To share in the other party's estate in case of intestacy; and
- c. To act as executor, personal representative, or administrator of the other party's estate.

Both parties intend that their respective estates shall be administered as though no marriage between them ever existed. However, each is specifically not waiving any rights he or she may have in (1) claims against the other's estate because of a breach in this agreement; (2) any testamentary provisions that are voluntarily made for his or her benefit by the other; and/or (3) any rights either may have to Social Security benefits by virtue of their marriage to each other.

ACKNOWLEDGEMENT OF THE PARTIES

Each Party to this agreement acknowledges and agrees:

- a. that each is represented by a competent attorney of his or her own choice or has freely chosen not to be represented;
- b. that each of the parties has made full disclosure of his or her respective assets and liabilities, that each is satisfied with the disclosure provided by the other and foregoes further discovery, and that this agreement is entered into with sufficient knowledge of the financial circumstances and needs of the other party;
- c. that each has carefully read this agreement, has discussed it with his or her respective counsel, understands the provisions contained within it, and considers the agreement to be fair and reasonable;
- d. that this agreement is not the product of fraud or coercion; and
- e. that this agreement is fair and reasonable at the time it is being signed and at the time it is being submitted to the court as part of the parties' divorce proceedings.

SITUS

This agreement shall be construed, governed, and enforced under the applicable laws of the state of

Pennsylvania.

VALIDITY AND SEVERABILITY

If any provision of this agreement is held to be invalid and unenforceable, such invalidity shall not invalidate the whole agreement, but the remaining provisions of this agreement shall continue to be valid and binding to the extent that such provisions reflect fairly the intent and understanding of the Parties at the time of execution.

ENTIRE AGREEMENT

There are no representations, warranties, conditions, promises, or undertakings other than those outlined in this agreement, which contains the entire agreement of the parties.

EFFECTIVE DATE

This agreement shall take effect upon the parties' execution

BINDING EFFECT

Except as otherwise stated herein, all of the provisions of this agreement shall be binding upon the respective heirs, next of kin, trustees in bankruptcy, personal representatives, executors, administrators, and assigns of the parties unless the parties revoke it in writing.

INDEPENDENT CONTRACT, WAIVER OF RIGHTS, AND MODIFICATION

This agreement may be submitted to any court before which Complaint or proceeding for divorce or dissolution of marriage shall be tried, and if a Judgment of Divorce shall be entered, the same shall be incorporated and not merged but shall survive as a document having independent legal significance, and the property settlement and any alimony provisions herein shall forever be binding upon the parties. Notwithstanding the foregoing, any provisions of this agreement relating to children who are not emancipated shall remain modifiable by the court upon a change in governing law, a material change in circumstances of a party or a child, or if a modification is consistent with the best interest of the child. Notwithstanding the foregoing, any provisions of this agreement relating to the modification of alimony payments, the payment amount, the number of payments made, etc. shall not be modifiable under any circumstances by any court in any jurisdiction. Herman Nicole waives all past, current, and future rights to collect or attempt to collect alimony.

RESOLUTION OF DISPUTES, BREACH OF AGREEMENT, AND ATTORNEY'S FEES

Except as herein otherwise provided, Herman and Anna will each pay their own attorney's fees incurred in connection with the negotiation of this agreement and the pending divorce action. If a dispute arises between the parties regarding any of the provisions of this agreement, that Herman and Anna are unable to resolve on their own or with the assistance of counsel, they agree that before the filing of any legal action in court, they will make an effort to resolve the dispute through mediation at Jack Daniels and Associates or any other agency mutually agreed upon. The fees and costs of the mediation shall be borne equally by the parties unless the court later determines that the actions of one party were so unreasonable as to require such mediation, in which case, the party responsible for

the unreasonable action shall be liable for that portion of the fees and costs that the court deems equitable. Nothing in this paragraph shall prevent either party from proceeding directly to the court or pursuing any other legal remedy if either party defaults on a financial obligation under this agreement. If either party commits a breach of any of the provisions of this agreement and any legal action is reasonably required to enforce such provisions and is instituted by the non-breaching party, the party in breach shall be liable to the party who prevails in the court action for all statutory interest from the date of the breach and for all court costs and reasonable attorney's fees incurred in instituting and prosecuting such action. If either party brings legal action against the other on frivolous, insubstantial grounds or in bad faith, and does not prevail in that action, then the prevailing party shall be awarded reasonable attorneys' fees and other costs and expenses incurred in defending against such action.

EXHIBITS

There are annexed hereto and incorporated by reference exhibits A through K. Herman and Anna agree to be bound by and to perform and carry out all of the terms contained in said exhibits to the same extent as if each exhibit was fully set forth within the text of this agreement.

Exhibits A through K are enforceable and may not be discharged in any bankruptcy action brought by or against either of the parties, as they are necessary provisions for the support and maintenance of the other as a consequence of the disparities in income, the special needs of the parties, and allocation of resources.

IN WITNESS WHEREOF the Parties have duly affixed their signatures on this 3rd of January, 2015.

SIGNED BY Anna Nicole In the Presence Of:

Carmen Dglaroche

Anna Nicole

WITNESS

Cassie Femente

WITNESS

ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA

COUNTY OF BEAVER

On this 3rd day of January 2015, personally appeared Anna Nicole, who presented driver's license 15 365 832, and whose name is listed within the instrument and acknowledged that she executed the same for the purposes therein set forth, as her free act and deed, before the named two witnesses and me.

My Commission Expires:

February 10, 2018

Jeffrey P. Jewett

NOTARY PUBLIC

Print Name: Jeffrey P. Jewett



SIGNED BY Herman Nicole In the Presence Of:

Carmen Delaroché

Herman Nicole

WITNESS

Cassie Femente

WITNESS

ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA

COUNTY OF BEAVER

On this 3rd day of January 2015, personally appeared Herman Nicole, who presented driver's license 16 953 8723, and whose name is listed within the instrument and acknowledged that she executed the same for the purposes therein set forth, as her free act and deed, before the named two witnesses and me.

My Commission Expires:

February 10, 2018

Jeffrey P. Jewett

NOTARY PUBLIC

Print Name: Jeffrey P. Jewett



EXHIBIT A
CHILD CUSTODY AND VISITATION

1. There is one child of the marriage, namely: Theodore Carleton Nicole, born on November 16, 2002.
2. The Parties agree that joint legal custody is in the best interests of the child. The Parties agree that both parents are fit and proper persons to have joint responsibility for the care of the dependent child.
3. The Parties agree that the child will reside with Anna Nicole.
4. The Parties also agree to the following regular and vacation visitation schedule:

a. Regular visitation:

Herman Nicole will visit his son every weekend. He will pick him up on Fridays at 6:00 pm and return him to Anna Nicole on Sunday at 6:00 pm.

b. Vacation visitation schedule:

Herman Nicole will visit his son each summer while he is on summer break from school. He will pick him up on the first Friday after the start of the vacation and return him to Anna Nicole on the Saturday before the end of the vacation.

EXHIBIT B
CHILD SUPPORT

1. Herman Nicole will pay child support of \$27727.00 monthly to Anna Nicole. Child support payments will commence on February 1, 2015, and will be paid on the 1st day of each month.
2. Herman Nicole will pay 75% of the child's uninsured health care costs, child care costs, and other extraordinary expenses for the child, including Private school tuition, recreational and musical activities, and Anna Nicole will pay 25% of such costs and expenses.
3. Herman Nicole will maintain health insurance, including medical and dental coverage, for the benefit of Theodore Carleton Nicole.
4. Subject to the laws of Pennsylvania, child support payments, contributions to uninsured health care costs, childcare costs, additional costs, and the maintenance of health insurance will continue as long as a child is under the age of majority and financially dependent on the parents.

EXHIBIT C
ALIMONY

1. Herman Nicole will pay spousal maintenance of \$10,000.00 monthly to Anna Nicole. Spousal maintenance payments will commence on February 1, 2015, and will be paid on the 1st day of each month indefinitely or until the death of Anna Nicole or Herman Nicole.

EXHIBIT D
REAL ESTATE

The Parties accumulated real property located in multiple states during the marriage. Each property was deeded only in Herman Nicole's name. The parties agree to distribute the property as follows:

1. Herman Nicole shall have exclusive use and possession of the marital home located at 1102 Country Club Drive, Hookstown, PA 15050.
2. Anna Nicole shall have exclusive use and possession of the property located at 23 Chandler Street, Chicago, IL 60007.
3. Anna Nicole shall have exclusive use and possession of the property located at 5169 Fourth Avenue NW, New York, NY 10002.
4. Anna Nicole shall have exclusive use and possession of the property located at 2569 Twin Landing Way, Newport, RI 02840.
5. Herman Nicole shall, within (90) ninety days of executing this agreement, convey all interests in the properties awarded to Anna by quitclaim deed.
6. Anna Nicole shall, within (60) sixty days of executing this agreement, obtain sufficient financing to:
 - a. Pay off the balances on the mortgages of the properties being conveyed to her
7. Anna Nicole shall also, within (10) ten days of the property being conveyed to her, execute a hold harmless agreement releasing Herman Nicole from any legal liability or financial obligations relating to the properties conveyed.

EXHIBIT E

JOINT AND MARITAL ASSETS

The Parties acknowledge that they have agreed upon a division of all assets, owned or possessed by them as marital property or separate property. The Parties have all of those assets to which each is respectively entitled. Accordingly, neither makes any claim to any assets in the possession of the other, except as stated below:

1. Herman Nicole will be entitled to the following assets free of any claims by Anna Herman:
 - a. Works of art located in New York apartment, valued at \$2,000,000.00.
2. Anna Herman will be entitled to the following assets free of any claims by Herman Nicole:
 - a. Rolls Royce, valued at \$150,000.00.
 - b. Vintage automobile collection valued at \$500,000.00

EXHIBIT F

JOINT AND SEVERAL DEBT

The Parties agree that any indebtedness secured against, or attributable to, any item of property that either Party is receiving under this Agreement will be the sole responsibility of the Party receiving the particular property. The Parties agree to divide their marital debts as set out in this Agreement.

1. Herman Nicole will assume fifty percent of the following debts and will not hold Anna Herman responsible to pay this portion, now or in the future. The amounts listed are the amounts to be paid by Herman Nicole:

- a. Credit cards in his name only with balances totaling \$50,000.00
 - b. Bank of America credit card, \$3,990.00
 - c. Jet Green Master Charge Account, \$6,784.50
 - d. American Express, \$11,823.50
2. Anna Nicole will assume fifty percent of the following debts and will not hold Herman Nicole responsible to pay this portion of them, now or in the future. The amounts listed are the amounts to be paid by Anna Nicole:
 - a. Credit cards in his name only with balances totaling \$25,000.00
 - b. Bank of America credit card, \$3,990.00
 - c. Jet Green Master Charge Account, \$6,784.50
 - d. American Express, \$11,823.50
 3. Both parties agree that from the date of this agreement, they are held harmless from any portion of the debt owed that is not listed in this agreement to be paid by them.
 4. Neither Party will incur any further debt or liability on the other Party's credit. Any debt accumulated as of the date of this Agreement is the debt of the individual Party, regardless of whether the debt was incurred as a result of joint credit.

EXHIBIT G

MEDICAL AND UNINSURED MEDICAL EXPENSES

1. Herman Nicole will maintain health insurance coverage for the benefit of Anna Nicole until her death or the death of Herman Nicole.
2. Anna Nicole shall be responsible for any uninsured medical expenses incurred for the treatment of her conditions.
3. Herman Nicole will maintain health insurance, including medical and dental coverage, for the benefit of Theodore Carleton Nicole.
4. Herman Nicole will pay 75% of the uninsured medical expenses incurred for treatment received by Theodore Carleton Nicole.

EXHIBIT H

LIFE INSURANCE

1. Herman Nicole shall maintain and list Anna Nicole as the sole beneficiary of the \$500,000.00 life insurance policy held with Prudential Life Insurance Company.

EXHIBIT I

RETIREMENT

1. After the preparation and execution of a QDRO, Herman Nicole shall give to Anna Nicole fifty percent of his pension with a current value of \$2,000,000.00.

EXHIBIT J

BANKRUPTCY

If either party to this agreement decides to petition for bankruptcy under the provisions of the United States Bankruptcy Code, that party must notify the other of his or her intention to file such a petition. Such notice shall be in writing and shall be given to the other party at least ninety (90) days before the filing of such a petition. The notice shall be given by certified first-class mail, return receipt requested. The notice must include but is not limited to, the name, address, and telephone number of the attorney, if any, who has been retained to represent the petitioning party in the bankruptcy action and must identify the court in which the petition will be filed. The receipt of such notice shall not in any way limit, restrict, or prevent the fifth of the party receiving notice from seeking any appropriate remedy or relief available to him or her under existing law or this agreement before the filing of the petition in bankruptcy, nor shall the receipt of such notice limit, restrict, or prevent the party from receiving the notice from asserting any claim available to him or her under the law after such petition has been filed.

EXHIBIT K

TAXES

1. The parties agree that they will file a joint tax return for the 2014 tax year.
2. The parties also state that all income taxes, local, state, and federal, on all joint returns filed by the parties have been paid, and that to their knowledge, no interest or penalties are due and owing, and no tax deficiency proceeding or audit is pending or threatened.
3. The parties agree that if there is a deficiency assessment in connection with any of the joint returns, the party receiving notice of such deficiency shall notify the other party immediately in writing. The party responsible for the act or omission that caused the deficiency assessment shall be solely responsible for the act or omission that caused the deficiency assessment, the parties shall pay the assessment in the proportion to their income in the tax year for which the assessment is due.
4. If there is a refund, the parties shall divide the amount of the refund equally.