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IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

IN RE THE MARRIAGE OF:

NO. 18-3-05993-7 SEA

SONYA DELANCE,

Petitioner,

**SEPARATION CONTRACT &
PROPERTY SETTLEMENT
AGREEMENT**

and

MICHAEL DELANCE,

Respondent.

THIS SEPARATION CONTRACT & PROPERTY SETTLEMENT AGREEMENT with an effective date of March 20, 2019, is by and between and MICHAEL DELANCE "Husband" and SONYA DELANCE, "Wife."

WITNESSETH:

WHEREAS, the parties hereto are Husband and Wife, having been married on November 10, 2008, and separated on June 1, 2018;

WHEREAS, the parties have two children born during this marriage: Presley, age 9, and Ella, age, 7.

WHEREAS, Wife has instituted an action in the above-entitled Court seeking dissolution of marriage;

WHEREAS, the parties engaged in mediation with Hon. Deborah D. Fleck (Ret) on March 20, 2019, wherein they resolved all issues related to division of the community and separate estates, spousal support, and child support, and then mediated again on April 22,

1 2019, wherein they resolved issues concerning preparation of a final Parenting Plan for the
2 children;

3 WHEREAS, the parties have now reached an agreement on all matters concerning
4 their property rights, etc., and are now desirous of fully, finally and forever effectuating a
5 settlement and disposition of said matters without the necessity of the intervention of the
6 Court and, in so doing, it is the intention of the parties to make as equitable a division of
7 their property as possible.

8 NOW, THEREFORE, in consideration of the mutual promises and covenants
9 contained herein and the desire of the parties to make an amicable settlement out-of-court,
10 the parties hereby do mutually agree as follows:

11 1. PROPERTY SETTLEMENT. Wife and Husband are awarded that
12 property specifically listed in **Exhibit A, Exhibit A-1 (re: Sale of Woodway Home), and**
13 **Exhibit A-2 (Schedule of Assets and Liabilities)** attached hereto.

14 Parties acknowledge the following is the status of settlement payments under these
15 exhibits:

Description	Amount	Due	Amount Received	Outstanding
Cash Equalizing Payment	\$750,000	4/1/2019	\$750,000	\$0
Pre-Distribution Woodway Home Equity Spousal Maintenance 2019	\$750,000	8/31/2019 4/1/2019	<i>[Handwritten Signature]</i>	\$750,000
Cash to Reimburse Wife's Separate Estate	\$156,000	4/15/2019	\$156,000	\$0
Attorney's Fees	\$259,754	5/4/2019	\$259,000	\$754
Credit Card Pay off	\$30,000	5/4/2019	\$30,000	\$0
Joint Account Proceeds	\$6,393		\$6,393	\$0
Remaining Cash Equalizing Payment	\$8,943	8/31/2019 5/4/2019	\$7,056	\$1,887
	\$562,398		\$0	\$562,398
Total	\$2,523,488		\$1,208,449	\$1,315,038.62

26 In addition, Wife has elected to take the \$500,000 loan from Husband to purchase a
new home. Husband has not yet funded this loan.

1 Each party further agrees to assume and guarantee payment of any and all
2 charge/credit card balances as to such cards as are in the possession of and are utilized by
3 the respective guarantors.

4 For all Woodway household utilities (PSE, PUD, Comcast, water/garbage, etc.),
5 Husband shall remove Wife's name from the account within 48 hours of Wife's written
6 request.

7 4. PROVISIONS FOR THE CHILDREN. Husband and Wife agree to the
8 parenting plan, as set forth in **Exhibit B**. This parenting plan is in the children's best
9 interests. Husband and Wife agree to the standard calculation transfer payment from
10 Husband to Wife as included on the Child Support Order attached hereto as **Exhibit D**.

11 3. SPOUSAL SUPPORT. Husband shall pay to Wife spousal support as
12 described on **Exhibit A** attached.

13 4. AFTER-ACQUIRED EARNINGS AND DEBTS. Except as otherwise
14 provided herein, any earnings and accumulations of the parties from and after the date of
15 separation shall be the sole and separate property of the party earning or acquiring the
16 same. Except as herein specifically provided, neither party shall be liable for any debts
17 contracted by the other from and after said date and each party hereby specifically agrees
18 he or she will not incur any obligations of any kind which shall constitute a claim against
19 the other or become a lien against the property of the other.

20 5. ATTORNEYS' FEES. Except as otherwise provided in this Agreement,
21 each party shall pay his or her own attorneys' fees and costs for this action, including
22 preparation and review of this Agreement.

23 7. RELEASE AND WARRANTIES. Except as provided herein, the parties
24 do each hereby release and discharge each other from any and all obligations and claims
25 one against the other, and each party specifically agrees he or she will not incur any
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1 indebtedness after this agreement is signed which shall be charged or chargeable against
2 the other party, and each party shall save and protect the other party harmless from same.

3 **The parties have discussed this division of property and contract and support**
4 **provisions between them and have agreed to them. Both are aware that this**
5 **Agreement constitutes a legal binding contract and is fully binding on execution.**
6 **Each agrees that based on the assets disclosed by the other and the known or**
7 **estimated valuations of the assets and properties, and each person having had an**
8 **opportunity to review such disclosures, this Agreement is fair. Each party agrees and**
9 **warrants that full disclosure has been made to the other of all property, assets,**
10 **liabilities and estimated valuations thereof.**

11 The parties acknowledge that only limited independent investigation has been made
12 by their attorneys of the character or of the value of the parties' property, the extent of debt,
13 or the amount of income of the parties, other than an inspection of information voluntarily
14 provided by the parties and obtained pursuant to subpoenas issued to third parties. The
15 parties have instructed their legal counsel that they desire to make this Contract without any
16 further independent investigation by counsel. The parties understand and acknowledge that
17 they are relying on their mutual disclosures, including the Declaration of Assets and Debts
18 signed by each of them on March 20, 2019 attached hereto as **Exhibit C**, in making this
19 Contract and that they are not relying on their counsel for any independent verifications of
20 the accuracy or completeness of those disclosures.

21 8. INDUCEMENTS. It is understood and agreed there are no inducements,
22 representations or promises of any kind which have been made or extended by either party
23 to the other to procure the execution of this Agreement, other than as set forth herein and
24 this Agreement embodies in its entirety the Agreement between the parties relative to the
25 disposition of their property rights and community obligations, and there is no other
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1 agreement existing between them with reference to such property rights and community
2 obligations. Each party hereto acknowledges he or she is making this Agreement of his or
3 her own free will and volition; acknowledges that no coercion, force, pressure or undue
4 influence has been employed against him or her in negotiations leading to the execution of
5 this Agreement either by the other party hereto or by any other person or persons
6 whomsoever. Further, it is distinctly understood the parties are not contracting that either
7 one or the other shall obtain a dissolution of the marriage.

8 9. BANKRUPTCY. In the event either party should file for protection under
9 the United States Bankruptcy Code for any debts or obligations allocated to such party by
10 this Agreement, and in the event such action should result in any collection against the
11 other party, the other party shall have a right of indemnification, including attorneys' fees
12 and costs, against the obligated party irrespective of the bankruptcy. That right of recovery
13 shall be considered a new and separate obligation subject to judgment under this cause
14 number upon motion to the family law department of a Court of competent jurisdiction in
15 this matter, with said Court to apply the laws of the state of Washington.

16 10. RELINQUISHMENT. The parties, respectively, release, relinquish and quit
17 claim to each other all right, title and interest which he or she may have in the estate of the
18 other spouse unless under a Will or Trust executed subsequent to the effective date hereof,
19 and each hereby covenants to make no claim for any such right and/or interest upon the
20 death of the other party by way of community property interest or as a widow, widower,
21 heir, next of kin, or successor under the laws of descent and distribution, or under any other
22 provision of any statute or under any rule of common law.

23 These covenants, relinquishments and waivers include, but are not limited to, all
24 rights of inheritance and/or the right of administration of the estate of the deceased spouse,
25 the right to take against or make objections to the Will of the deceased, any right to
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1 homestead or award in lieu thereof, and any right to allowances and exemptions of money
2 and property, real and personal, out of the estate of the deceased spouse.

3 These covenants, relinquishments, and waivers extend to all rights and interests as
4 they exist under the law at the time this contract is executed and under the law at the death
5 of either spouse. Each party retains, however, all rights accorded to him or her by virtue of
6 the Social Security Act, as amended, notwithstanding the fact some or all those rights
7 accrued solely by virtue of the marriage of the parties and contributions of the other party.

8 All previous wills, community property agreements, powers of attorney and like
9 contracts granted by one spouse to the other are hereby revoked and each party represents
10 and warrants to the other that if there are any such powers of attorney, the party to whom
11 they were granted has not taken any action under or pursuant to them during the period
12 since the separation of the parties and will not in the future take any such action.

13 12. LEGAL REPRESENTATIONS. Each party to this Agreement does
14 stipulate with the other that he or she has had the opportunity to be represented by legal
15 counsel. Wife was represented by Dimitra S. Scott. Husband was represented by Amanda
16 Gamble. Both parties understand this separation contract & property settlement agreement
17 is a binding legal contract.

18 13. OTHER PROVISIONS.

19 13.1 *Entire Agreement.* This Agreement embodies the entire agreement
20 of the parties concerning disposition of their property and their property rights, and all
21 other issues between them. There are no other agreements existing between the parties
22 with reference to such matters.

23 13.2 *Modification.* No modification or waiver of any of the terms of this
24 Agreement shall be valid as between the parties unless in writing and executed with the
25 same formality as this Agreement; and no waiver of any breach or default hereunder shall
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1 be deemed a waiver of any subsequent breach or default of the same or similar nature, no
2 matter how made or how often recurring.

3 13.3 *Partial Invalidity.* If any portion of this Agreement shall be declared
4 invalid by any Court of competent jurisdiction, those parts not at issue shall still be of full
5 force and effect.

6 13.4 *Applicable Law.* The parties hereby stipulate that interpretation of
7 this document may be made by any Court of competent jurisdiction which may be called
8 upon to interpret it and, in so doing, said Court shall apply the substantive law of the state
9 of Washington.

10 13.5 *Execution of Documents.* In consideration of the mutual agreements
11 contained herein, each party will execute any and all instruments or documents necessary to
12 complete and effectively carry out the terms of this Agreement. This paragraph shall also
13 be binding upon and inure to the benefit of the heirs, executors, administrators, successors
14 and assigns of each of the parties.

15 13.6 *Correction of Instruments.* If legal descriptions are omitted,
16 incorrect or insufficient, each party agrees to execute promptly such additional or new
17 documents as may be required to effectuate the terms of this Agreement.

18 15. ENFORCEMENT EXPENSES. If either party defaults in the performance
19 of any of the terms, provisions, or obligations, set forth herein, and it becomes necessary to
20 institute legal proceedings to effectuate the performance of any provisions of this
21 Agreement, then the party found to be in default shall pay all expenses, including, but not
22 limited to, reasonable attorneys' fees, incurred in connection with such enforcement
23 proceedings.

24 17. COURT APPROVAL; FINDINGS AND DECREE. The parties agree to
25 entry of a Decree of Dissolution of Marriage. In the event a Decree of Dissolution of
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1 Marriage is obtained, it shall be the intent of both parties that the Court ratify and approve
2 this Agreement as fair and equitable at the time it was entered and thus enforceable. **This**
3 **Agreement shall not be filed unless necessary for enforcement, as authorized by RCW**
4 **26.09.070(5).**

5 The parties agree this Agreement with respect to their property rights and
6 obligations, subject to the provisions of RCW 26.09.070, shall constitute a full and
7 complete settlement of all their property rights and obligations, and neither party will
8 claim, assert or demand against the other any relief different than embodied in this
9 Agreement, and will not assert a demand inconsistent or contrary to the terms embodied
10 herein.

11 Notwithstanding the provisions of this Agreement may be included and merged into
12 a Decree of Dissolution, it is also the intention of the parties this Agreement retain its status
13 independently as a contract between the parties, each spouse to enforce his or her rights as
14 they arise from this Agreement by contract or other applicable law, including dissolution
15 law, as well as those remedies available for the enforcement of judgments.

16 18. EFFECTIVE DATE. This Agreement shall have an effective date of March
17 20, 2019, and either party or both shall request any Court ultimately hearing this matter to
18 ratify and confirm the same in all respects.

19 **[SIGNATURE PAGES FOLLOW]**
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THIS IS A BINDING CONTRACT

Signed this 22nd day of April, 2019.



Sonya DeLance
Petitioner/Wife

STATE OF WASHINGTON |
COUNTY OF _____ | ss.

I certify that I know or have satisfactory evidence that Sonya DeLance is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

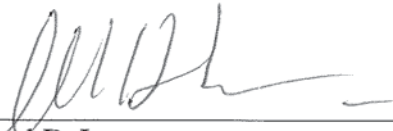
DATED: _____.

Notary Public in and for the
State of Washington, residing at
_____, Washington.
My commission expires: _____

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THIS IS A BINDING CONTRACT

Signed this ____ day of April, 2019.



Michael DeLance
Respondent/Husband

STATE OF WASHINGTON

COUNTY OF _____

ss.

I certify that I know or have satisfactory evidence that Michael DeLance is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____.

Notary Public in and for the
State of Washington, residing at

_____, Washington.

My commission expires: _____

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IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

IN RE THE MARRIAGE OF:

NO. 18-3-05993-7 SEA

SONYA DELANCE,

**FINAL DIVORCE ORDER
(DISSOLUTION DECREE) (DCD)**

Petitioner,

and

**CLERK'S ACTION
REQUIRED: 1, 2, 6, 13, 14, 16**

MICHAEL DELANCE,

Respondent.

Final **Divorce Order**

1. Money Judgment Summary

No money judgment is ordered.

2. Summary of Real Property Judgment (land or home)

No real property judgment is ordered

➤ *The court has made Findings and Conclusions in this case and now Orders:*

3. Marriage

This marriage is dissolved. The Petitioner and Respondent are divorced.

4. Name Changes

Neither spouse asked to change his/her name.

1 **5. Separation Contract**

2 The spouses must comply with the terms of the separation contract signed on
3 April 22nd, 2019. This contract is:

4 **not** filed with the court and is incorporated by reference. (RCW 26.09.070(5))

5 **6. Money Judgment** (summarized in section 1 above)

6 None.

7 **7. Real Property** (land or home) (summarized in section 2 above)

8 The real property is divided according to the separation contract described in 5
9 above.

10 **8. Petitioner's Personal Property** (possessions, assets or business interests of any kind)

11 The personal property listed as Petitioner's in the separation contract described in 5
12 above is given to Petitioner as his/her separate property.

13 **9. Respondent's Personal Property** (possessions, assets or business interests of any kind)

14 The personal property listed as Respondent's in the separation contract described in
15 5 above is given to Respondent as his/her separate property.

16 **10. Petitioner's Debt**

17 The Petitioner must pay all debts s/he has incurred (made) since the date of separation,
18 unless the court makes a different order about a specific debt below.

19 The Petitioner must pay debts as required by the separation contract described in 5
20 above.

21 **11. Respondent's Debt**

22 The Respondent must pay all debts s/he has incurred (taken on) since the date of
23 separation, unless the court makes a different order about a specific debt below.

24 The Respondent must pay debts as required by the separation contract described in
25 5 above.

26 **12. Debt Collection** (hold harmless)

If one spouse fails to pay a debt as ordered above and the creditor tries to
collect the debt from the other spouse, the spouse who was ordered to pay the
debt must hold the other spouse harmless from any collection action about the
debt. This includes reimbursing the other spouse for any of the debt he/she
paid and for attorney fees or costs related to defending against the collection
action.

1 **13. Spousal Support** (maintenance/alimony)

2 Spousal support must be paid as required by the separation contract described in 5
3 above. Spousal support will end when either spouse dies, or the spouse receiving
4 support gets married or registers a new domestic partnership, *unless* the separation
5 contract provides differently.

6 **14. Fees and Costs** (*Summarize any money judgment in section 1 above.*)

7 Fees and costs must be paid as required by the separation contract described in 5
8 above.

9 **15. Protection Order**

10 No one requested an *Order for Protection*.

11 **16. Restraining Order**

12 No one requested a *Restraining Order*.

13 **17. Children of the marriage**

14 This court has jurisdiction over the children the spouses have together as explained
15 in the *Findings and Conclusions* for this case.

16 If there are children of both spouses listed in the *Findings and Conclusions* who do
17 not have both spouses listed on their birth certificates, the State Registrar of Vital
18 Statistics is ordered to amend the children's birth certificates to list both spouses as
19 parents upon receipt of a certified copy of this order and the *Findings and*
20 *Conclusions*.

21 *Note – The court does not forward this order to Vital Statistics. To amend the birth*
22 *certificate, a party must provide a certified copy of this order and the Findings and*
23 *Conclusions and pay a filing fee to the State Registrar of Vital Statistics (360-236-*
24 *4347). You may order a copy of the amended birth certificate for an additional fee.*

25 **18. Parenting Plan**

26 The court signed the final *Parenting Plan* filed separately today.

19. Child Support

Court Order – The court signed the final *Child Support Order* and *Worksheets*
filed separately today.

Tax exemptions and post-secondary (college or vocational school) support are
covered in the Child Support Order.

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1 **20. Other Orders (if any):**

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3 _____


4 **ORDERED.**

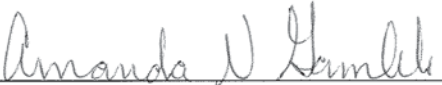
5 _____
6 *Date* ▶ *Judge or Commissioner*

8 **Petitioner and Respondent or their lawyers fill out below.**

9 This document (*check any that apply*):
10 is an agreement of the parties
11 is presented by me
12 may be signed by the court without
notice to me

This document (*check any that apply*):
 is an agreement of the parties
 is presented by me
 may be signed by the court without
notice to me

13 
14 _____
15 Dimitra S. Scott
16 WSBA No. 34634
17 Attorney for Petitioner


14 _____
15 Amanda Gamble
16 WSBA 52982
17 Attorney for Respondent

17 
18 _____
19 Sonya DeLance

1 The Petitioner and Respondent may have conceived a child together in this state.

2 **Conclusion:** The court **has** jurisdiction over the marriage.

3 The court **has** jurisdiction over the Respondent.

4 **4. Information about the marriage**

5 The spouses were married on November 10, 2008 in Las Vegas, Nevada.

6 **5. Separation Date**

7 The marital community ended on June 1, 2018. The parties stopped acquiring community property and incurring community debt on this date.

8 **6. Status of the marriage**

9 **Divorce** – This marriage is irretrievably broken, and it has been 90 days or longer since the *Petition* was filed and the *Summons* was served or the Respondent joined the *Petition*.

10 **Conclusion:** The Petition for divorce, legal separation or invalidity (annulment) should be:

11 approved.

12 **7. Separation Contract**

13 The spouses signed a separation contract on April 22nd, 2019.

14 **Conclusion:** The parties should:

15 be ordered to comply with the terms of the contract.

16 The contract provides that it shall **not** be set forth, filed, or made an exhibit to the order.

17 **8. Real Property (land or home)**

18 The spouses' real property is listed in the separation contract described in 7.

19 **Conclusion:** The division of real property described in the final order is fair (just and equitable).

20 **9. Community Personal Property (possessions, assets or business interests of any kind)**

21 The spouses' community personal property is listed in the separation contract described in 7.

22 **Conclusion:** The division of community personal property described in the final order is fair (just and equitable).

1 **10. Separate Personal Property** (*possessions, assets or business interests of any kind*)

2 The spouses' separate personal property is listed in the separation contract described in 7.

3 **Conclusion:** The division of separate personal property described in the final order
4 is fair (just and equitable).

5 **11. Community Debt**

6 The spouses' community debt is listed in the separation contract described in 7.

7 **Conclusion:** The division of community debt described in the final order is fair (just
8 and equitable).

9 **12. Separate Debt**

10 The spouses' separate debt is listed in the separation contract described in 7.

11 **Conclusion:** The division of separate debt described in the final order is fair (just
12 and equitable).

13 **13. Spousal Support** (maintenance/alimony)

14 Spousal support should be based on the separation contract described in 7.

15 **Conclusion:** Spousal support should:

16 be ordered because: The parties signed the separation contract
17 on April 22nd, 2019 agreeing to spousal support.

18 **14. Fees and Costs**

19 Fees and Costs should be paid as described based on the separation contract listed
20 in 7.

21 **15. Protection Order**

22 No one requested an *Order for Protection* in this case.

23 **16. Restraining Order**

24 No one requested a *Restraining Order* in this case.

25 **17. Pregnancy**

26 Neither spouse is pregnant.

Note: The law considers the other spouse to be the parent of any child born during the marriage or within 300 days after it ends. If the other spouse is **not** the parent, either spouse may file a *Petition to Disprove Parentage of Presumed Parent* (FL Parentage 355) in court. In most cases, the deadline to file the

1 *Petition to Disprove* is before the child turns four. (See RCW 26.26.116,
2 26.26.500 – 26.26.625.)
3 If everyone agrees, both spouses and the child's biological father can sign an
4 *Acknowledgment (and Denial) of Paternity*. Those forms must be notarized and
5 filed with the Washington State Registrar of Vital Statistics to be valid.

6 **18. Children of the marriage**

7 The spouses have the following children together who are still dependent (*only list*
8 *children the spouses have together, not children from other relationships*):

Child's Name	Age
1. Presley J. DeLance	9
2. Ella A. DeLance	7

9 If there are children listed above who do not have both spouses listed on their birth
10 certificates, the State Registrar of Vital Statistics should be ordered to amend the
11 children's birth certificates to list both spouses as parents.

12 **19. Jurisdiction over the children** (RCW 26.27.201 – .221, .231, .261, .271)

13 The court can approve a *Parenting Plan* for the children the spouses have together
14 because (*check all that apply; if a box applies to all of the children, you may write*
15 *"the children" instead of listing names*):

16 **Home state jurisdiction** – Washington is the children's home state because
17 (*check all that apply*):

18 Both children lived in Washington with a parent or someone acting as a
19 parent for at least the 6 months just before this case was filed, or if the
20 children were less than 6 months old when the case was filed, they had
21 lived in Washington with a parent or someone acting as a parent since
22 birth.

23 **20. Parenting Plan**

24 The court signed the final *Parenting Plan* filed separately today.

25 Both parents agreed to and signed the *Parenting Plan*.

26 **21. Child Support**

The dependent children should be supported according to state law.

The court signed the final *Child Support Order* and *Worksheets* filed separately
today.

//

Wife proposal 7 pm

EXHIBIT "A"

H's proposal 7:40

I. PROPERTY OF THE PARTIES

Property Awarded to Sonya DeLance ("Wife")

Red; Wife's changes @ \$15
H's changes @ \$35

The wife shall be granted and conveyed the following real and personal property, free and clear of any right, title, or interest of the wife therein:

W's at \$50 in orange

Will be paid as soon as possible but no later than 45 days

- A. See Worksheet attached Exhibit A-2*, with a Cash Equalizing Payment owed to Wife in the amount of \$1,312,398 - payable to Wife: 1) \$750,000 by April 1, 2019; and 2) remainder to Wife within 45 days of this Agreement. *H will provide documentation from Bernstein if not possible to make 4/1/19 deadline - if cannot pay by 4/1/19, then must transfer \$10k to Wife on 4/1/19 to be credited against the \$750k*
- B. \$259,754 Cash to Wife (representing net proceeds from sale of Wife's separate home and rental property identified on Schedule C of Trust), payable to Wife within 45 days of this Agreement.
- C. \$30,000 Cash to Wife for payment of attorney's fees and costs, payable to Wife within 45 days of this Agreement.

* The following additional provisions apply with respect to the assets awarded:

1. The Cabo Villa Beach Resort timeshare will be shared by the parties, with the Wife having exclusive use and possession of the timeshare Even years and the Husband having exclusive use and possession of the timeshare in Odd years. The party using the timeshare in a given year shall be responsible to pay Maintenance Fee owed directly to the resort.
2. Taurikino shares: The husband and wife shall undertake to take all necessary approval and take all necessary steps to transfer into Sonya's individual name 50% of the community's interest (e.g., 1,910,487 shares owed to Wife), allocated equally across all class of shares. If approval is required to transfer interest and, despite husband and wife's best efforts, they are unable to obtain such approval to do so, the Husband shall ensure Wife receives 50% of every dividend/distribution/other moneys paid by the company within 24 hours of receipt by Husband. Husband shall ensure Wife receives a courtesy copy of all correspondence from Taurikino within 24 hours of receipt. Wife shall be entitled to vote based on her percentage allocation as well.
3. Tribe: The husband and wife shall undertake to take all necessary approval and take all necessary steps to transfer into Michael's individual name all of the ownership in Tribe, including the marijuana licensing. Michael will pay all costs associated with this transfer, including a reasonable allowance up to \$5,000 for Sonya to have the transfer documents reviewed by her independent legal counsel.

Majority shareholders need neither makes decisions w/out others written approval. if there is disagreement agree to arbitrate

* 250,000 Bobbi Petersen debt plus \$8 to be paid by Husband.

* Must be shared will provide doc on debt.

\$2,500

Property Awarded to Michael DeLance ("Husband")

The husband shall be granted and conveyed the following real and personal property, free and clear of any right, title, or interest of the wife therein:

A. See Worksheet attached Exhibit A-2.

II. REAL PROPERTY

See attached Exhibit A-1: Home Sale Terms.

Mr. DeLance shall also cover all costs associated with Ms. DeLance's moving expenses and storage for up to 6 consecutive months.

III. HOLD HARMLESS

Each of the party's shall fully assume those obligations allocated to him or her as identified on the Worksheet attached as Exhibit A-2, and each shall hold the other party harmless and defend the other from any obligations allocated to him or her. Further, except as otherwise provided herein, each party agrees to use his or her best efforts to fully assume, as is reasonable, all liabilities, liens, mortgages or encumbrances on the property awarded to them, respectively, under this Agreement and to indemnify and defend the other with respect thereto, including any attorneys' fees incurred in defending against the same and in enforcing this agreement.

Husband shall defend, indemnify (including reasonable attorney fees) and hold Wife fully harmless from any and all existing and future corporate tax liabilities, debts, liens, obligations, assessments and/or claims, whatsoever, associated with the entities known as MedPros, ProHealth, Tribe, The Valiente Group, and PDA.

It is agreed that from and after the date of separation unless otherwise specifically provided herein, Husband shall pay and be responsible for any and all unpaid indebtedness incurred by him and shall hold harmless and indemnify Wife from any payment thereon or obligation or liability with respect thereto (including any attorneys' fees incurred in defending against the same). Wife's obligation as to any unpaid indebtedness incurred by her shall be identical.

IV. TAXES.

Tax Year 2015 and Prior. The parties filed tax returns during their marriage for all tax years prior to 2015. Michael shall assume, pay, indemnify and hold Sonya harmless from any taxes, penalties or interest which the IRS may assess in the future relative to said income tax returns filed during the marriage.

The parties have not filed tax returns for 2016, 2017, or 2018. Michael shall take all necessary and reasonable steps to prepare those returns no later than October 1, 2019. Michael ~~will share in 2018 if any due~~
~~No. Both responsible. But she can make @ payments agreed by parties if anything is owed.~~

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shall assume, pay, indemnify and hold Sonya harmless from any taxes, penalties or interest which the IRS may assess in the future relative to said income tax returns filed during the marriage.

For Tax Year 2019. For tax years after 2019, each shall file a separate individual income tax returns. It is understood and agreed by the parties that the transfer of assets and liabilities between them pursuant to this Contract shall operate as a non-taxable transfer between spouses incident to divorce, pursuant to Internal Revenue Code Section 1041.

Audits; Mutual Cooperation. Each party shall cooperate with and provide to the other whatever evidence is within his or her control reflecting the income and deductions described above, as needed for each to properly report said income and deductions. In the event any return filed by the parties jointly, or by either party separately, is audited by the Internal Revenue Service, it shall be the duty of both parties, without further consideration, to attend and/or participate in said audit and provide any records or information available to him or her to defend the audit.

Amended Returns. If either party determines that an amended return is appropriate as to any joint return heretofore filed by the parties, due to inaccuracies contained on such joint return or in order to carry back credits or losses, the other agrees to sign such amended return without further consideration, provided that no party may be required to sign an amended return which he or she in good faith and after reasonable investigation believes to be false.

Indemnity; Hold Harmless Agreement. If a party breaches any provision of this Paragraph, he or she shall indemnify and hold the other harmless against any taxes, interest, penalties or costs of defense resulting from such breach.

Tax Consequences. Each party has been advised that tax consequences may exist or arise pertaining to the agreements contained herein. Neither attorney has furnished tax advice to either party but has directed and advised each party to obtain independent tax advice from a qualified tax accountant/CPA/tax attorney prior to executing this agreement. Each party agrees and acknowledges that they have had the opportunity to consult with an independent tax advisor prior to executing this agreement.

V. UNDISCLOSED ASSETS.

Any property with a value exceeding \$5,000 which was inadvertently undisclosed or undiscovered as of the date of this Agreement shall remain the joint property of both parties, and the value of the property as of the date of discovery or the date of this Agreement, whichever is greater, shall be divided 40% to the party in possession or control of the property and 60% to the other party. If a party deliberately concealed community property, then the value of that property as of the date of discovery or the date of this Agreement, whichever is greater, shall be divided 25% to the party in possession or control of the property and 75% to the other party, and the concealing party shall also pay the reasonable costs, expert fees and attorney fees, of the discovering party incurred in relation to discovering the property and to seeking enforcement of this provision.

VI. SPOUSAL MAINTENANCE/CHILD SUPPORT

Spousal Support

1-12 months	13,000/mo 13,000/mo	13,000/mo.
13-24 months	13,000/mo	13,000/mo.

Husband to pay \$10k within 45 days of this Agmt as education/re training to assist wife to transition back to workforce. AG

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25-36 months 10,000/mo

37-48 months 10,000/mo

Spousal Maintenance shall be pre-paid annually on April 15th of each year, commencing April 15, 2019. Maintenance shall be non-modifiable as to amount and duration. Maintenance shall not terminate upon the death or remarriage of the Wife and shall survive the Husband's death and at that time shall become a claim and lien upon the Husband's estate and shall be treated with the same statutory priority as an award in lieu of homestead to the extent unpaid at the time of Husband's death.

Counsel for Wife shall prepare a final Child Support Order and Worksheets. The parties dispute Husband's monthly income. Mother has no income. Child Support shall not be modified or adjusted by either parent during the period of Spousal Maintenance.

Father to pay private school tuition, educational expenses (e.g., tutors, mandatory school supplies), Medical, Dental, Vision Insurance for the children, and out-of-pocket medical expenses for the children up to \$7,500 per year each year (after \$10,000, expenses shall be divided in proportion to the parties' incomes).

Father to pay extracurricular activities and camps up to \$12,000 per year, per child. Thereafter, extracurricular activities and camp expenses must be agreed and approved

Parents are individually responsible for their own child care expenses.

Post-Secondary Educational Expenses for the Children:

Husband shall ~~establish and fund an educational account~~ ^{be responsible up to} in the amount of \$250,000 per child designated for payment of the children's post-secondary support expenses, to include room and board, tuition, books, fees, health insurance, and a reasonable allowance. ~~Husband shall~~ ^{direct Bernstein to ensure accounts do not fall below \$500,000, and} ~~All distributions from the account require notice to Wife at least 14 days in advance and must be for the purpose of the children's post-secondary educational needs. Wife shall receive statements from Husband verifying the status of the account on at least a quarterly basis.~~

provide proof of such notification to wife.

LIFE INSURANCE OBLIGATION

Husband shall maintain life insurance in the amount of ~~\$2m~~ ^{\$1m} to satisfy any ongoing obligation to pay spousal support, child support and post-secondary educational expenses. Husband shall timely pay the premiums for said insurance and shall designate the other parent, as trustee for the benefit of the child, as the primary irrevocable beneficiary on the life insurance policy. Such policies shall be maintained for the duration of Husband's child support obligation, until the youngest child reaches the age of 25. Husband shall provide Wife with the name, address and phone number of his Life Insurance Company and agent. Wife may contact the agent and carrier on an annual basis and Husband hereby consents to the release of information directly to the

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requesting party to verify with the insurance carrier that he is maintaining said life insurance, that the premiums are current, and that she is the primary beneficiary, in trust for the benefit of the child, on such insurance policies

ESTATE OBLIGATION

Father's obligation to pay spousal support, child support and post-secondary school educational expense obligation shall be, and it is expressly made, an obligation of and chargeable against his estate, offset by life insurance proceeds and Social Security benefits paid for the benefit of the child. In the event of death, the mother shall have a claim and lien against the deceased party's estate and shall specifically survive the father's death, the claim being for:

- A. An amount equal to the present cash value of the total sum of spousal support and child support payments which have accrued hereunder from the date of a party's death until what would otherwise be the termination of the child support obligation if said party had not died;
- B. An amount equal to all past due child support unpaid at the time of death.

VII. PARENTING PLAN AND RESIDENTIAL SCHEDULE

Reserved - to be discussed further
and if unable to resolve, parties to
mediate again with Judge Fleck,
to be scheduled within 45 days.

AD - agreed by father

- Wife will provide counter within 5 days to Husband's counsel.
- Husband will provide response within 5 days regarding

EXHIBIT A-1 - HOME SALE

In order to list and sell the Family Home, Husband shall authorize a distribution to Wife from a Bernstein Account (of his choosing) to Wife in an amount up to \$1,250,000, as directed by Wife no later than April 1, 2019. The funds received by Wife shall be characterized as follows:

- \$750,000 – as ^{pre} distribution to Wife by April 1, 2019.
- \$500,000 Loan to Wife from the Husband – if she seeks to purchase a new home, to be documented by a Promissory Note and secured by a Deed of Trust on the home Wife ultimately purchases. The terms of the loan are as follows:
 - 1st 4 years, no interest accrual and no payments required;
 - After 4 years, interest accrues at 4% per annum and monthly payments to principal and interest at \$1,500 per month; and
 - Balance of outstanding principal and interest due in full July 1, 2029 (after Ella's graduation from Highschool).
- Or, \$750,000 Loan to Wife from Husband if she seeks to buy out the Family Home, in which case the following terms apply:
 - 1st 4 years, no interest accrual and no payments required;
 - After 4 years, interest accrues at 4% per annum and monthly payments to principal and interest at \$1,500 per month; and
 - Balance of outstanding principal and interest due in full July 1, 2029 (after Ella's graduation from Highschool)
 - Husband to have a lien on the home, with the right to ~~10%~~ ^{25%} of future net sale proceeds.

1. *The Wife's Option to Retain Home.*

a. The home shall be immediately appraised, ^(to be agreed) to be scheduled as soon as possible after April 1, 2019. This appraisal will be paid equally by the parties (50/50). Both parties may have contact with the appraiser and may be present at the time of the appraisal of the home.

b. Once the value of the home is established, the wife shall have until May 15, 2019 to exercise her option to buy out Husband's share of the equity in the family home. If Wife exercises this option, she must pay off the mortgage balance by May 15, 2019 (Husband shall cooperate to ensure Wife has information and authority to communicate with the lender for purposes of payoff). Wife shall also execute a promissory note to husband representing his ~~30%~~ ^{40%} of the gross appraised value established by ~~Mr. Den Hollander~~, less the outstanding mortgage balance on the family home at payoff. The promissory note shall bear no interest for the first ~~5~~ ⁸ years, then ~~3.25%~~ ^{4%} per annum thereafter until paid in full (with no monthly payments), and due in full on July 1, 2029 (after Ella's graduation from Highschool).

c. If Wife exercises her option to retain the Family home, Husband shall sign at Quit Claim Deed and Excise Tax Affidavit within 48 hours of Wife's payoff of the existing mortgage, or execution of the Promissory Note to Husband (whichever occurs last).

d. Any disputes related to Wife's right to exercise her option to retain the Family Home (e.g., calculating Husband's share, timing, disputes of closing documents, etc.) shall be submitted to Judge Fleck for binding arbitration.

ii. Sale of Family Home.

If the wife is does not exercise her option to retain the family home, the family home shall be the Family Home shall be listed for sale no later than June 15th, with Sam Cunningham as the agreed upon listing agent. The real estate agent's recommendations will be the primary driver in all aspects of the sale. If the parties cannot agree on any terms of the listing or sale process, they shall immediately submit their dispute to Sam Cerny, who is appointed to serve as Special Master to govern all aspects of the sale of the home. Once the sale is completed, the Special Master will be paid his cost (with allocation of those costs reserved) and the balance of sale proceeds due to the parties shall be divided 40% to Husband, 60% to Wife, but in no event shall Wife received less than \$1,000,000.

If the real estate agent recommends, or inspection requires, staging, improvements or repairs to the home, those investments shall be made from the Family Trust account administered by Bernstein.

Capital gains, if any, on the sale of the family home will be assigned to the parties in proportion to their respective award of sale proceeds. All records associated with the home required for tax purposes shall be made available to both parties.

iii. Use and Costs of Home Pending Wife's Option to Purchase or Sale.

Wife shall continue to maintain exclusive use and possession of the family home until sold.

Until the family home is transferred to Wife or sold to a third party, the parties shall jointly authorize and direct a deposit from the Family Trust accounts administered by Bernstein in the amount of \$20,000 to the Joint BOA Account, which the parties believe to be a sufficient sum to pay the monthly mortgage payments, all home utility expenses, regular landscaping, and all other expenses associated with the house (except potentially costs of improvements or repairs as recommended by the real estate agent, described in the paragraph above). ~~Wife will be responsible for making those monthly payments from the Joint BOA Account.~~ *aw*

A-2

Schedule of Assets and Liabilities

Sonya DeLance v. Michael DeLance

DOM: 11/10/2008
 DOS: 01/15/2018
 Trial: 8/19/2019

Property Description	Fair Market Value	Liens	Community Equity	Community Value to Wife	Community Value to Husband
11233 Whitcomb Place, Woodway WA	Per Exhibit A-1				
Mortgage (\$XXX/mo.)					
Cabo Condo Building	39,000			X	X
Business:					
Tarukino - 3,322,586 @1.15/sh (\$3,820,974)	-			50%	50%
Tribe (1,000,000 according to H)	1,000,000				1,000,000
Checking, Savings, Investment:					
Bank of America - Joint Checking *2741	5,500			5,500	
Bank of America - Joint Savings *5962	3,443			3,443	
Valiente - Michael Work Account *2989	?				?
Automobiles:					
Land Rover - Land Rover Financial	43,000	See below		43,000	
Porsche - BOA	59,000	See below			59,000
Coachman RV - Solarity Credit Union	48,000	See below			48,000
Avalon Boat -	56,000	See below			56,000
Ownership Interest in MedPro/Pro Health	?				X
Ownership Interest in Valiente Group	?				X
Subtotal Assets:	\$ 1,253,943	\$ -	\$ -	\$ 51,944	\$ 1,163,001

Value of account of (H) Husband of (W) Wife
 Husband shall retain all net use funds for household expenses or children's expenses

LIABILITIES

to be paid in full on 3/2/19.

Debt Description	Community Debt	Community Debt to Wife	Community Debt to Husband
Business Credit Card - Michael - AMEX *0619	\$5,000		\$5,000
Credit Card - Michael - AK Air Visa *8258	?		X
Credit Card - Michael BOA *2460	\$6,000		\$6,000
Credit Card - Michael - Citibank Visa	\$6,393		\$6,393
Credit Card - Sonya - BOA Visa *6306		\$0	
Credit Card - Sonya - AMEX	\$50,350		\$50,350
Land Rover Car Loan - Land Rover Financial	47,000		47,000
Porsche Car Loan - BOA -	77,781		77,781
RV Loan	41,459		41,459
Boat Loan			
All debts associated with MedPros/ProHealth			X
All debts associated with Valient Group		\$0	
Subtotal Liabilities:	\$233,983	\$0	\$233,983

Subtotal Assets:	\$1,253,943	\$51,944	\$1,163,001
Subtotal Liabilities:	\$233,983	\$0	\$233,983
Total Net Worth:	\$1,019,960	\$51,944	\$929,018

	Wife %	Husband %
Distribution %	100%	40%
Distribution \$	\$2,273,903	\$909,561
Transfer Payment- H transfers to W	-\$1,312,398	\$19,456

Separate Property	
Bernstein *1395 Credit	\$7,006.87
Bernstein *5248 - Borrowed Funds	\$2,381,069.00
Bernstein *6511 - Regular Spending Acct.	\$30,000.00
Bernstein *8115 - International Equity	\$391,980.00
Bernstein *9289 Cash Acct.	\$138,117.00

Total Assets \$6,731,679	
Total Cash \$168,117	
Total Declared Assets	\$6,899,796.00

- * BOA stays in control of Michael for marital bills + child related expenses as is done now.
- * Sonya needs to obtain/open new accts.

Sonya will cover these payments in lieu of being responsible for any tax liability for 2016 + 2017.

* Michael to pay outstanding California closet bill by 3/31/19. AD

~~* Sonya will submit any outstanding medical bills to Michael when received. Michael will pay promptly.~~

* Michael will maintain Sonya's health insurance until entry of a final Decree, at his expense.

* Sonya pays her own medical bills.

3/20/19

Amanda N Gramble
 Amanda N Gramble WSBA #52482
 Attorney for Respondent

Dimitra S. Scott
 Dimitra S. Scott, WSBA 34634
 Atty for Petitioner

Michael A. DeLance
 Michael A. DeLance
 Respondent

Sonya DeLance
 Sonya DeLance
 Petitioner