

SEPARATION AGREEMENT BETWEEN  
DAVID MCCORMICK AND AMY RICHARDSON

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*Revised agreement  
filed  
in court  
1-28-15  
Stay of*

124.00  
127.00

**AGREEMENT** made as of the 28<sup>th</sup> day of January, 2015,  
by and between **DAVID MCCORMICK** (hereinafter sometimes  
referred to as the "Husband") and **AMY RICHARDSON**  
(hereinafter sometimes referred to as the "Wife"):

**W I T N E S S E T H:**

**WHEREAS**, the parties hereto married on May 30,  
1999 in San Francisco, California; and

**WHEREAS**, there are four (4) children issue of  
their marriage, namely: **ELIZABETH CORA MCCORMICK**, currently  
age 14; **TESS ANNE MCCORMICK**, currently age 12; **AVA GARNER**  
**MCCORMICK**, currently age 10 and **ELISE FRANCES MCCORMICK**,  
currently age 8; and

**WHEREAS**, irreconcilable differences have arisen  
between said parties as a result of which the marriage of  
the parties has broken down irretrievably and they desire to  
live separate and apart and will continue to live separate  
and apart; and

**WHEREAS**, the parties are desirous of entering into  
an agreement under which they may live separate and apart  
and under which fair and reasonable provision will be made  
for the support of the parties and for the care, custody,  
maintenance, support and education of the children and for  
the settlement, adjustment and compromise of all property  
rights and questions; and

**WHEREAS,** each of the parties hereto is fully advised as to the property, estate and prospects of the other and has been fully advised by his or her attorney as to their respective rights and liabilities, each against the other, and to and upon the property and estate of the other; and

**WHEREAS,** the Wife has instituted an action against the Husband claiming a dissolution of the parties' marriage, which action is now pending in the Superior Court for the Judicial District of Stamford-Norwalk at Stamford and bears Docket No. FST-FA14 4026807 S.

**NOW, THEREFORE,** in consideration of the premises and the mutual promises and undertakings herein contained and set forth and for other good and valuable consideration made over by each party to the other, the receipt and sufficiency of which is hereby acknowledged, it is covenanted and agreed as follows:

**ARTICLE I.**  
**SEPARATE WAYS**

1.1. The parties may at all times hereafter live and continue to live separate and apart. Each shall be free from interference, authority and control, direct or indirect, by the other as fully as if he or she were single and unmarried. Each party may reside at such place or places as he or she may select. The parties shall not

harass each other or compel or, by any legal or other proceeding for the restitution of conjugal rights or otherwise, endeavor to compel the other to cohabit or dwell with him or her.

**ARTICLE II.**  
**PROPERTY SETTLEMENT**

2.1. **Westport Residence:**

(a) The Husband and Wife are joint owners of real property located at 62 Clapboard Hill, Westport, Connecticut (the "Westport Residence"). Upon the entry of a decree of dissolution of marriage, the Husband shall transfer and convey to the Wife by Quit-Claim Deed all of his right, title and interest in and to the Westport Residence free and clear of all encumbrances excepting the existing first mortgage having an approximate outstanding principal balance of \$1,937,883.51. From and after the date of said transfer, the Wife shall own the Westport Residence free of any claim thereto by the Husband. In the event the Husband or Wife has placed or caused to be placed a lien or encumbrance on the Westport Residence other than the existing first mortgage, that party shall be responsible for same, and shall have the lien or encumbrance immediately removed from said real property.

(b) From and after the effective date of said transfer, the Wife shall be solely responsible for the

existing first mortgage and all mortgages, liens and encumbrances accruing thereafter with respect to the Westport Residence, including real property taxes becoming due thereafter. The Wife agrees to pay, indemnify and hold the Husband harmless from any claim, demand or suit by anyone holding or claiming a lien on the Westport Residence.

(c) In the event the Wife intends to sell the Westport Residence, she shall give the Husband the right of first refusal to purchase the residence. The Husband shall inform the Wife within thirty (30) days of receipt of notification of her intention to sell the Westport Residence if he intends to exercise his right of first refusal. In the event the Husband fails to inform the Wife of his desire to exercise his right of first refusal within thirty (30) days, the right of first refusal shall be null and void. The fair market value of the Westport Residence for the purpose of the Husband's purchase shall be arrived at as follows:

(i) Each party shall select a real estate appraiser. The two (2) appraisers shall each prepare an appraisal of the Westport Residence. If the two (2) appraisers cannot agree on the value of the Westport Residence, the two appraisers shall select a third appraiser, who shall prepare an appraisal of the Westport residence. If the parties mutually agree, they may elect to

use real estate brokers instead of appraisers to value the Westport Residence;

(ii) The appraised value of Westport Residence agreed upon by the two appraisers or as determined by the third appraiser shall be the fair market value of the Westport Residence for the purpose of the buy-out;

(iii) From the fair market value established as set forth in paragraph (ii) above, hypothetical real state brokers' commissions of two and one-half (2 1/2%) percent shall be deducted;

(iv) The amount arrived at pursuant to paragraph (iii) shall be considered the purchase price for the Westport Residence. The Husband shall provide the Wife a bank check for the purchase price within sixty (60) days of the completion of the calculations set forth in paragraphs (i) through (iii) above and the Wife shall simultaneously provide the Husband with a fully executed quit-claim deed for the Westport Residence.

(v) Upon receipt of the funds pursuant to paragraph (iv), the Wife shall pay off the first mortgage on the Westport Residence.

2.2. **Southport Residence:** The Husband is the sole owner of real property located at 1110 Harbor Road, Southport, Connecticut (the "Southport Residence"). The Husband shall retain the Southport residence, free and clear

of any claim thereto by the Wife, and shall be solely responsible for all expenses related to the Southport Residence.

2.3. Pennsylvania Farmland: The Husband is the sole owner of 170.437 acres of farmland located in Bloomsburg, Pennsylvania. The Husband shall retain the farmland, free and clear of any claim thereto by the Wife and shall be solely responsible for all expenses related to the farmland.

2.4. Adirondacks Cottage & Personal Plot: The parties are joint owners of a cottage, personal plot and a 1/17<sup>th</sup> interest in a 2,500 acre camp located in the Adirondacks (the "Adirondacks Property"). Upon the entry of a decree of dissolution of marriage, the Husband shall transfer and convey to the Wife by a bargain and sale deed with covenants against grantor's acts, all of his right, title and interest in and to the Adirondacks Property free and clear of all encumbrances. From and after the effective date of said transfer, the Wife shall be solely responsible for all expenses related to the Adirondacks Property. The Wife agrees to pay, indemnify and hold the Husband harmless from any claim, demand or suit by anyone holding or claiming a lien on the Adirondacks Property.

2.5. Financial Accounts: The following accounts shall be valued as of December 23, 2014, and shall be

divided equally between the parties. Where applicable, the assets in the account shall be divided in-kind so that each party receives his or her respective percentage share of the cost basis of each asset in the account:

(a) PNC Bank joint interest checking account  
#xxx2067;

(b) PNC Bank joint interest checking account  
#xxx6987;

(c) Suntrust joint account #xxx3525;

(d) The Husband's Citibank checking account  
#xxx463;

(f) The Wife's checking account #xxx5769;

(g) The Husband's Credit Suisse account  
#xxx5864;

(h) The Husband's Credit Suisse account  
#xxx4020;

(i) Credit Suisse joint account #xxx061;

(j) The Husband's Pacilio Wealth Advisors  
account #xxx1448; and

(k) The Wife's Credit Suisse account  
#xxx2239.

(l) Pacilio Wealth Advisors Joint Account  
#xxx3970.

2.6. Upon the entry of a decree of dissolution of marriage, the Wife shall transfer to the Husband, all of her



right, title and interest in and to Citibank checking account #xxx5323.

2.7. Bridgewater Associates, LP Phantom Equity Incentive Award Plan:

(a) The Husband shall retain his interest in the Bridgewater Associates, LP Phantom Equity Incentive Award Plan, free and clear of any claim thereto by the Wife, as set forth on Schedule A hereto.

(b) The Husband shall pay to the Wife the sum of SIX MILLION (\$6,000,000.00) DOLLARS as an assignment of a portion of his estate pursuant to Conn. Gen. Stat. §46b-81. Payment by the Husband to the Wife shall be made in eight (8) annual installments of SEVEN HUNDRED FIFTY THOUSAND (\$750,000.00) DOLLARS, with the first payment due on December 31, 2015 and the last payment due on December 31, 2022. The payments by the Husband to the Wife shall be non-deductible by the Husband and non-taxable to the Wife for income tax purposes.

(c) In consideration for the payment by the Husband to the Wife pursuant to paragraph 2.7(b), the Wife hereby waives and relinquishes any and all claims she may have to all discretionary awards and deferral of bonuses set forth on Schedule A hereto. The Husband represents and warrants that the discretionary awards and deferral of bonuses set forth on Schedule A hereto represents his

current entire interest in the Bridgewater Associates, LP Phantom Equity Incentive Award Plan.

2.8. Pension/Retirement Accounts:

(a) The Husband has the following pension/retirement accounts:

- Credit Suisse IRA #xxx502;
- Bridgewater Capital 401(k) Plan (held at Fidelity);and
- Ariba 401(k) Plan (held at Charles Schwab.

(b) The Wife has the following pension/retirement account:

- Credit Suisse IRA #xxx2510; and
- Rand Corporation 403(b) Plan.

(c) Immediately upon the receipt of a certified copy of the Judgment File in this matter, the Husband shall roll over from his Credit Suisse IRA #xxx502 to an IRA designated by the Wife the sum of SIXTY SEVEN THOUSAND ONE HUNDRED FIFTY-THREE AND 90/100 (\$67,153.90) DOLLARS. The parties shall cooperate in providing statements and/or information in order to calculate the amount to be transferred.

(d) After the transfer to the Wife pursuant to paragraph (c), the Husband shall retain his

pension/retirement accounts free and clear of any claim thereto by the Wife.

(e) The Wife shall retain her pension/retirement plans, free and clear of any claim thereto by the Husband.

**2.9. Bridgewater Associates, LP Class B Shares:**

The Husband owns 351.3264 shares of Bridgewater Associates, LP Class B Shares (the "Class B Shares"). The Husband represents and warrants that the 351.3264 shares represent his entire current holdings of Class B. Shares. The Husband shall hold fifty (50%) percent of the shares (175.66 shares) in constructive trust for the benefit of the Wife. The Husband shall be entitled to retain the dividends on all the Class B Shares and shall be responsible for and shall pay the taxes due on such dividends in 2015 and subsequent years. In the event any taxing authority (i.e., the Internal Revenue Service, State of Connecticut, etc.) makes a claim against the Wife for the payment of taxes by reason of dividends from the Class B Shares and the Wife's interest therein, the Husband will hold the Wife harmless and indemnify her as to same so she does not incur any financial liability or expense of any kind related thereto. The Husband shall pay any liability that the Wife incurs thereon within thirty (30) days of the Wife paying such liability and/or expense.

If, as and when by virtue of his transfer, sale, redemption or other disposition of the 351.3264 shares of Class B shares owned by the Husband as of the date of dissolution of marriage, the Husband receives funds related to any transfer, sale, redemption or other disposition, the Husband shall transfer to the Wife within ten (10) days of any such transaction, her share of funds received less taxes the Husband must pay as the owner of said Class B shares calculated in paragraph 2.11. The Husband shall provide the Wife with reasonable proof that he has paid the taxes on the dividends retained by him. In the event the Wife is able to sell her share of the Class B shares prior to the Husband's share, she shall be permitted to do so.

2.10. **Husband's 2014 Bonus:** The sum of TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS from the Husband's net 2014 bonus of EIGHT HUNDRED NINETY-TWO THOUSAND NINE HUNDRED ONE (\$892,901.00) DOLLARS shall be used to pay the following:

(a) All outstanding legal and expert fees incurred in the pending dissolution of marriage action incurred up to and including the date of dissolution of marriage;

(b) All outstanding fees of the mediator incurred in the pending dissolution of marriage action; and

(c) The balance remaining after the payments set forth in paragraphs (a) and (b) shall be divided equally between the parties, and the Husband shall pay the Wife her share of the balance within ten (10) days.

(d) Within ten (10) days of the entry of a decree of dissolution of marriage, the Husband shall provide written proof to the Wife of the amount of his 2014 bonus.

2.11. **Tax Calculation:** The taxes on the Wife's share of the income being received by her pursuant to paragraph 2.9 hereof shall be initially calculated by multiplying the taxable income generated by the Wife's share of the asset, by the highest blended marginal federal, state and local income tax rates and the Medicare tax rate applicable to the Husband's income in the year the Wife's share must be reported by the Husband. The actual taxes shall be determined by computing and comparing the Husband's federal, state and local income taxes and Medicare taxes in the year the tax is reportable with and without the inclusion of the income resulting from the Wife's share of the assets set forth herein. The difference between the two amounts shall be the taxes attributable to the Wife's share of the income. If there is an overpayment, the overpayment shall be paid to the Wife within five (5) days of the determination of the over payment. If an additional amount is to be paid by the Husband in taxes in excess of the

amount initially calculated, he shall advise the Wife of the same in writing, along with an understandable and correct set of calculations, and the Wife shall reimburse the Husband said additional amount within ten (10) business days of her receipt of said notice.

2.12. **Assets to be Retained by the Husband:** The Husband shall retain the following assets, free and clear of any claim thereto by the Wife:

- (a) His 27% interest in Performance Systems, LLC;
- (b) His 1% interest in Forever;
- (c) His interest in the All Weather Portfolio, LLC;
- (c) His interest in Red Owl; and
- (d) Harley Davidson motorcycle.

2.13. **Assets to be Retained by the Wife:** The Wife shall retain the following assets, free and clear of any claim thereto by the Husband:

- (a) The cash value of the Northwestern policy #xxx2590; and
- (b) Her jewelry.

2.14. **Automobiles and Boat:**

- (a) **Automobiles:** The parties are joint owners of a 2007 Toyota Highlander automobile. Upon the entry of a decree of dissolution of marriage, the Husband

shall transfer the aforesaid automobile to the Wife free of all liens and encumbrances. The Wife shall thereafter own said automobile free and clear of any claims of the Husband and shall be solely responsible for its use, operation, and maintenance. The Wife shall indemnify, save and hold the Husband harmless with respect to the use and operation of the automobiles after the date of transfer.

(b) **Boat:** The parties are the joint owners of a Sea Ray Boat. Upon the entry of a decree of dissolution of marriage, the Husband shall transfer to the Wife all of his right, title and interest in the boat.

(c) Pursuant to paragraph 17.5, the Husband shall complete all documents necessary in connection with said automobile and/or boat transfers within thirty (30) days of the date of dissolution of marriage. The Wife shall indemnify, save and hold the Husband harmless with respect to the use and operation of the boat after the date of transfer.

(d) **Automobile Leases:** Each party shall hold the other harmless with respect to the automobile lease maintained by him or her.

2.15. **Personal Property:** The parties have divided their personal property to their mutual satisfaction. The Wife shall retain all furniture, furnishings, artwork, antiques and heirlooms located in the

Westport Residence, except for the mutually agreed items of photographs and artwork listed on Schedule B hereto, which shall become the property of the Husband. The Husband shall retain all furniture, furnishings, artwork, antiques and heirlooms located in the Southport Residence, free and clear of any claim thereto by the Wife.

2.16. The parties hereto agree that henceforth each of the parties shall own, have and enjoy independently of any claim or right of the other party, all items of personal property of every kind, nature and description and wherever situated which are now owned by or held by or which may hereafter belong or come to the Husband or the Wife with the full power to the Husband or the Wife to dispose of same as fully and effectually in all respects as if he or she were unmarried.

**ARTICLE III.**  
**LUMP SUM**

3.1. The Husband shall pay to the Wife the sum of THREE MILLION FIVE HUNDRED FIFTY-FOUR THOUSAND EIGHT HUNDRED FIFTY-FIVE and 89/100 (\$3,554,855.89) DOLLARS as an assignment of a portion of his estate pursuant to the provisions of Connecticut General Statutes § 46b-81 as and for a lump sum. Payment by the Husband to the Wife shall be made no later than April 1, 2015.



3.2. The payment from the Husband to the Wife pursuant to paragraph 3.1 hereof shall be non-taxable to the Wife and non-deductible by the Husband for income tax purposes.

**ARTICLE IV.**  
**ALIMONY AND SUPPORT**

4.1. Commencing as of January 1, 2015, the Husband shall pay to the Wife, during his lifetime, until her death, remarriage, or December 31, 2022, whichever event shall first occur, the following sums as unallocated alimony and support:

(a) **While Husband is Employed by Bridgewater Associates, LP:** While the Husband is employed by Bridgewater Associates, LP:

(1) The Husband shall pay the Wife the sum of ONE HUNDRED TWENTY-FIVE THOUSAND (\$125,000.00) DOLLARS per month as unallocated alimony and child support.

(b) **When Husband is No Longer Employed by Bridgewater Associates, LP:** In the event the Husband is no longer employed by Bridgewater Associates, LP he shall pay to the Wife as unallocated alimony and support the following percentages of his "gross annual income from employment" as hereinafter defined. "Gross annual income from employment"

shall only apply after the Husband is no longer employed by Bridgewater Associates, LP:

Husband's Gross Annual Income from Employment in Any Calendar Year	Percentage of Gross Annual Income Paid to the Wife	Unallocated Alimony and Support to Wife
\$0 - \$500,000	42%	\$210,000
\$500,001 - \$2,500,000	35%	\$700,000
\$2,500,001- \$4,500,000	30%	\$600,000
Maximum Alimony to Wife		\$1,510,000

In no event shall the Husband's obligation to the Wife pursuant to this paragraph 4.1(b) be greater than ONE MILLION FIVE HUNDRED TEN THOUSAND (\$1,510,000.00) DOLLARS per annum.

In the event the Husband leaves Bridgewater in the middle of the year, the payments required pursuant to paragraph 4.1(a)(1) shall be prorated for the year in question. If he leaves on or before the 15<sup>th</sup> of a month, then the payment for that month shall be \$62,500 (one-half of \$125,000) and if he leaves after the 15<sup>th</sup> of a month, the payment for that month shall be \$125,000. The payments required pursuant to paragraph 4.1(a)(1) will be fifty (50%) percent of the monthly amount if he leaves Bridgewater on or before the 15<sup>th</sup> of a month and if he leaves after the 15<sup>th</sup> of the month, begin the following month.

For Example: If the Husband leaves Bridgewater on July 5 in any year, he shall pay the Wife unallocated alimony and support of EIGHT HUNDRED SEVENTY-FIVE THOUSAND (\$875,000.00) DOLLARS (\$125,000 X 6.5 months) and fifty (50%) percent of the monthly amount calculated pursuant to paragraph 4.1 (a)(1).

4.2. Notwithstanding anything to the contrary, any monthly payments of unallocated alimony and child support that are to be paid in 2016 shall be at an amount of fifty-four and 2/100 (54.2%) percent of the amount detailed in Article IV herein. The Husband and Wife both agree that no payments related to 2016 shall be deductible as alimony by the Husband and taxable to the Wife.

All payments made to the Wife pursuant to paragraph 4.1(a) of this Article IV shall be made in cash and in equal monthly installments on the first day of each calendar month, in advance.

All payments made to the Wife pursuant to paragraph 4.1(b) shall be made in cash within five (5) days of the Husband's receipt of any "gross annual income from employment" as defined in paragraph 4.3 hereof. The monthly installment will be one-twelfth (1/12) of (a) the annualized amount of the regular monthly compensation payments after application of the percentages pursuant to paragraph 4.1(b); and (b) for annual or non-monthly "gross annual income from

employment", the applicable unallocated alimony and support after application of the percentages. The Husband shall provide documentation to support all calculations on a monthly basis.

4.3. (a) "Gross annual income from employment" shall be defined to include any and all gross cash earnings after deducting social security and Medicare taxes of any nature whatsoever actually received by the Husband in the form of cash or cash equivalents or which the Husband is entitled to receive from any and all sources relating to the services rendered by the Husband by way of his current or future employment, including, but not limited to salary, draw, bonus, exercisable stock options, stock grants, contract payments, disability income, incentive allocations, commissions, severance payments, profit participations or distributions and future voluntary deferral of income to deferred compensation plans and qualified and non-qualified retirement plans for his benefit (which shall be considered "gross annual income from employment" in the year of the deferral).

(b) In addition to the deductions from "gross annual income from employment" identified in paragraph 4.3(a) above, "gross annual income from employment" shall also exclude any income generated from assets being divided pursuant to this Agreement and non-cash

employment benefits (i.e. company car, food perk, gym perk, housing perk). Future awards, including but not limited to options or restricted shares and distributions from Bridgewater Associates, LP Phantom Equity Incentive Award Plan other than those set forth on Schedule A shall be included in the Husband's "gross annual income from employment" when such future stock options are exercised and restrictions on stock or stock units lapse and distributions from Bridgewater Associates, LP Phantom Equity Incentive Award Plan other than those set forth on Schedule A are taxed as income. Future income deferred by the Husband's employer over which the Husband has no control, shall be considered "gross annual income from employment" in the year he receives the income. Under no circumstances shall the Wife receive any alimony payments from any source, including distributions from Bridgewater Associates, LP Phantom Equity Incentive Award Plan after December 31, 2022, except that the Wife shall be entitled to any alimony and support arrears and the unpaid balance of the SIX MILLION (\$6,000,000.00) DOLLARS due her related to her relinquishment of the phantom equity in the name of the Husband as of the date of this Agreement.

4.4. Except in the event of the death of either party, the Wife's remarriage or a termination ruling pursuant to Conn. Gen. Stat. § 46b-86(b), the unallocated

alimony and child support payments provided for in paragraph 4.1(a) hereof shall be non-modifiable as to the term and amount of said payments by the parties or a court of competent jurisdiction. The cap on the Husband's "gross annual income from employment" as set forth in paragraph 4.1(b), the percentages of the Husband's "gross annual income from employment" and the term of said payments are also non-modifiable by the parties or a court of competent jurisdiction. Any decree of any court incorporating any or all of the provisions hereof shall preclude such modification of the duration. The unallocated alimony and child support payments are otherwise modifiable as provided by law, including but not limited to pursuant to Conn. Gen. Stat. §46b-86(b).

4.5. The Husband shall take no action for the purpose of defeating the Wife's timely right to receive unallocated alimony and support and, in particular, shall take no action to reduce, divert, delay or defer income for the purpose of reducing, limiting or delaying the Husband's unallocated alimony and support obligation to the Wife.

4.6. For any year in which the Wife is entitled to receive unallocated alimony and support set forth in paragraph 4.1(b) hereof, the Husband shall provide her, for the year in question the following: (i) by February 1<sup>st</sup> of the following year a written computation setting forth his

"gross annual income from employment" and the total amount of alimony paid; (ii) within fifteen (15) days of receipt, a copy of his final pay statement; (iii) within fifteen (15) days of receipt, copies of his W-2's, 1099's and applicable K-1's; and (iv) within fifteen (15) days of filing with the taxing authority a copy of his signed Federal tax return as filed with the taxing authority.

4.7. In the event the Husband voluntarily leaves his employment with Bridgewater Associates, LP, and obtains full-time employment in the "public domain", he shall pay the Wife the sum of ONE MILLION (\$1,000,000.00) DOLLARS, which shall be payable as follows:

(a) FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS one (1) year after the date he obtains full-time employment in the "public domain"; and

(b) FIVE HUNDRED THOUAND (\$500,000.00) DOLLARS two (2) years after the date he obtains full-time employment in the "public domain".

The payments from the Husband to the Wife pursuant to this paragraph 4.7 shall be non-deductible by the Husband and non-taxable to the Wife for income tax purposes. For purposes of this Agreement, "public domain" shall be defined to mean the Husband obtaining employment in any government entity. The Husband shall be obligated to make the ONE MILLION (\$1,000,000.00) DOLLAR payment to the Wife set forth

above, regardless of how long he remains employed in the public sector so long as he is employed on a full-time basis, which shall be defined for the purposes hereof as working forty (40) hours per week.

**ARTICLE V.**  
**CHILD SUPPORT**

5.1. In the event of the termination of the alimony payments provided in paragraphs 4.1(a) and/or 4.1(b) hereof during the minority of the children, the parties shall attempt to agree on the amount of child support to be paid by the Husband during his lifetime to the Wife for the support of each of the minor children and in the event they are unable to agree, the amount of such child support payments shall be determined by a court of competent jurisdiction. Said amount shall be paid retroactive to the date of the termination of alimony.

5.2. The parties shall equally share the cost of mutually agreed upon extracurricular activities for the minor children. Extracurricular activities shall include, but not be limited to sports activities, lessons, tutoring, camp, and school trips. No expenses for extracurricular activities shall be incurred without the prior written consent of the parties, which consent shall not be unreasonably withheld.



**ARTICLE VI.**  
**CUSTODY AND PARENTING PLAN**

6.1. The parties shall share joint legal custody of their minor children. The Parenting Plan dated December 23, 2014 attached hereto as Schedule C, and incorporated herein by reference, shall become a final order of the court.

**ARTICLE VII.**  
**EDUCATION**

7.1. **Private School:** The Husband shall be solely responsible for all normal costs and expenses related to the children's private school education, including boarding school, through the completion of high school, including tuition, books and fees as charged by the institution in question.

7.2. **College:** The Husband shall be solely responsible for the college education of the children of the parties and will pay any and all expenses including tuition, room, board, books, fees, clothing, allowance for miscellaneous expenses, reasonable school selection expenses, including application fees and reasonable transportation expenses for three (3) round trips per year incurred by any or all of the children during their attendance at a junior college, a four-year college or their respective equivalents. The Husband's obligation pursuant

to this paragraph 7.2 shall terminate when a child completes a four-year college education or attains age twenty-three (23), whichever event shall first occur. The University of Connecticut cap shall not apply.

7.3. The Husband and Wife shall consult with each other and with the child concerned with respect to the education of their children and with respect to the selection of schools or colleges which they shall attend. The selection of said schools and/or colleges shall be by mutual agreement.

#### **ARTICLE VIII.**

##### **MEDICAL BENEFITS AND EXPENSES**

8.1. The Husband shall keep and maintain his current major medical and hospitalization insurance, or their respective equivalents, for the benefit of the Wife as long as the parties remain husband and wife and for the benefit of the children until each child completes his or her college education or attains age twenty-three (23), whichever event shall first. In the event the Husband's medical insurance policy permits, the Husband shall maintain medical insurance for the parties' children until each child completes his or her college education or attains age twenty-six (26) as provided by Conn. Gen. Stat. §38a-497, whichever event shall first occur. The Husband agrees to furnish the Wife with copies of all such policies upon her

request and to provide her with proof that such policies are in force and that the beneficiaries are those agreed upon pursuant to this Article VIII.

8.2. In addition to the foregoing obligation of the Husband, the parties shall equally pay, for the benefit of the children, the cost of reasonable and necessary unreimbursed and/or uninsured medical, optical, surgical, hospital, psychiatric, psychological and nursing expenses, and the cost of prescriptive drugs ("medical expenses") and dental and orthodontia expenses until each child completes his or her college education or attains age twenty-three (23), whichever event shall first occur; provided, however, that no psychiatric or psychological or orthodontia expenses or elective surgery or treatment shall be incurred without the prior consent of the Husband, which consent shall not be unreasonably withheld. Each party shall provide the other with reasonable proof of unreimbursed medical, optical, surgical, hospital, psychiatric, psychological and nursing expenses incurred by him or her on behalf of the children. Each party shall reimburse the other his or her share of the expenses within sixty (60) days of receipt of the proof of such expenses.

8.3. The Wife is presently insured under certain medical policies made available to the Husband and his family as an incident to his employment. The Husband shall

take all steps necessary to assist the Wife in the continuation of this insurance by transferring her coverage from group policies to individual policies to the extent permitted by law or the policy pursuant to COBRA. The Wife shall be responsible for the cost of said insurance after the date of said transfer.

**ARTICLE IX.**

**LIFE INSURANCE**

9.1. (a) The Husband shall designate the Wife as the primary beneficiary of FOUR MILLION (\$4,000,000.00) DOLLARS of life insurance on his life, payable to the Wife in a lump sum upon the Husband's death so long as he has an obligation to pay her alimony pursuant to Article IV hereof and/or an obligation pursuant to paragraph 2.7 hereof. The Wife shall have the right, at her sole election to purchase an additional FOUR MILLION (\$4,000,000.00) DOLLARS of life insurance on the Husband's life. The Husband shall cooperate with the Wife and execute any documents necessary to enable the Wife to obtain the additional FOUR MILLION (\$4,000,000.00) DOLLARS of life insurance. The Wife shall be solely responsible for and shall pay the cost of the additional life insurance obtained by her on the Husband's life.

(b) In addition to the life insurance provided in paragraph 9.1(a), the Husband shall designate

the Wife primary beneficiary of an additional FOUR MILLION (\$4,000,000.00) DOLLARS of insurance until the parties' daughter, Elizabeth, completes her college education , at which time the Husband's obligation to maintain life insurance shall be reduced to THREE MILLION (\$3,000,000.00) DOLLARS.

The Husband shall maintain THREE MILLION (\$3,000,000.00) DOLLARS of life insurance until the parties' daughter, Tess, completes her college education, at which time the Husband's obligation to maintain life insurance shall be reduced to TWO MILLION (\$2,000,000.00) DOLLARS.

The Husband shall maintain TWO MILLION (\$2,000,000.00) DOLLARS of life insurance until the parties' daughter, Ava, completes her college education, at which time the Husband's obligation to maintain life insurance shall be reduced to ONE MILLION (\$1,000,000.00) DOLLARS.

The Husband shall maintain ONE MILLION (\$1,000,000.00) DOLLARS of life insurance until the parties' daughter, Elise, completes her college education, at which time the Husband's obligation to maintain life insurance pursuant to this paragraph 9.1(b) shall terminate.

9.2. The Husband agrees to furnish the Wife upon her reasonable request proof that he is insured in the amounts specified in paragraph 9.1 above, and that she is

the beneficiary of said insurance as required by this Agreement.

9.3. The Husband agrees not to pledge or hypothecate or otherwise encumber the life insurance policies specified in paragraph 9.1 hereof or to secure loans by using the same as collateral excepting insurance policy loans but in no event shall the net death benefits be less than required pursuant to paragraph 9.1 hereof.

9.4. The Husband shall have the right to utilize life insurance trusts already established by him to satisfy his obligations under this Article IX.

9.5. In the event that the life insurance specified in paragraph 9.1 shall not be maintained in effect at the time of the Husband's death, the difference between the amounts specified in paragraph 9.1 and the amount of insurance death benefits received by the Wife and/or children shall constitute a lien and charge upon the estate and indebtedness of the estate of the Husband in favor of the Wife and/or children to the extent of the provisions of this Article IX.

#### **ARTICLE X.**

##### **LEGAL COUNSEL**

10.1. The parties hereto declare and acknowledge that each has had independent legal advice of his or her own selection. The Wife has been represented by Attorney

Frederic J. Siegel, of Siegel, Reilly & Conlon, Stamford, Connecticut, and the Husband has been represented by Attorney Jill H. Blomberg, of Schoonmaker, George & Blomberg, P.C., Old Greenwich, Connecticut.

10.2. The outstanding legal fees of the Husband and Wife incurred in connection with the negotiation and preparation of this Agreement and in connection with the legal action now pending between the parties which are incurred up to and including the entry of a decree of dissolution of marriage shall be paid as set forth in paragraph 2.10 hereof.

10.3. In the event that it shall be determined by a court of competent jurisdiction that either party shall have breached any of the provisions of this Agreement or of any court decree incorporating by reference or otherwise this Agreement or portions hereof and regardless of whether the party is adjudicated in contempt, the offending party shall pay to the other party reasonable attorneys' fees, court costs and other expenses incurred in the enforcement of the provisions of this Agreement and/or judgment or decree incorporating any or all of the provisions hereof.

#### **ARTICLE XI.**

##### **TAXES**

11.1. The parties shall file joint federal and state income tax returns for the calendar year 2014. The

parties shall equally pay any taxes due at the time of filing and shall equally share any overpayment received.

11.2. The Husband agrees to indemnify and hold the Wife harmless with respect to any and all future claims or demands and suits with respect to foreign, federal, state or municipal income taxes for any year in which the parties filed a joint income tax return except that the Husband shall not be responsible for any omissions or mistakes in the reporting of the Wife's income. If the Wife receives notice of an audit or tax proceeding involving any such joint tax return she shall immediately notify the Husband or his representatives of such proceeding and the Husband shall have the right to defend said return.

11.3. The parties agree that this Agreement has been negotiated and entered into on the understanding that the tax treatment to be accorded the terms of the Agreement is as follows:

(a) All payments pursuant to paragraphs 4.1(a) and 4.1(b) hereof are intended to be alimony deductible by the Husband and includable by the Wife in their entirety for federal income tax purposes, except as provided for in paragraph 4.2. The parties acknowledge that no part of said payments is a fixed sum which is payable for the support of any child of the parties and any reduction(s) which may occur in said payments the parties expressly



intend and agree are not subject to any contingency relating to any child of the parties such as attaining a specific age, dying, marrying, leaving school or similar contingency, nor is any reduction intended to occur at a time which can be clearly associated with any such contingency.

(b) The Wife agrees to include all of the payments which she receives as set forth in paragraph 11.3(a) above, as income in her federal and, if appropriate, state and/or municipal tax returns and that she shall pay the taxes due on such returns.

11.4. In the event of any court decision, Internal Revenue regulation, ruling or determination or in the event that at any time after the date hereof the laws applicable to the payments by the Husband to the Wife under paragraphs 4.1(a) and 4.1(b) are changed, and such decision, regulation, ruling, determination or statutory amendment results in a determination of a tax treatment different from that specified herein, the payments required to be made by the Husband to the Wife for her support shall be renegotiated by the parties. Unless such different tax treatment results from the events specified in subparagraph (a) infra, the parties shall attempt to achieve an equitable adjustment in the payments provided for herein, taking into consideration the new tax treatment of the payments so that the tax saving to the Wife, if any, and additional taxes

paid by the Husband shall be shared as equitably as possible, so as to achieve as nearly as possible the same net positions to the parties as would have resulted had the intended tax treatment been afforded to the payments provided for in this Agreement.

(a) If a different tax treatment results from the failure of the Wife to report any or all of the payments made to her by the Husband consistent with the terms of paragraphs 11.3(a) and 11.3(b) above, and such failure results in the disallowance or recapture in any part of the Husband's alimony deduction, the Wife shall pay to the Husband the amount of any additional tax liability incurred by him, together with incidental costs, including interest, penalties, accounting and legal fees.

11.5. In the event and as a result of a determination that there is alimony recapture, then any federal, state, local or related cost net of any federal, state or local tax reduction to the parties as the result of said recapture shall be equitably shared by the parties. The intention of the parties is for the Husband not to pay 100% of said cost or for the Wife to pay more than 50% of said cost. The determination of said equitable sharing shall first be negotiated between the parties by a mutually acceptable mediator. In the event they are unable to agree the issue shall be submitted to binding arbitration.

11.6. The Husband and Wife agree that for purposes of I.R.C. Section 152(e) with respect to the dependency exemptions for the children:

(a) When there are four (4) available exemptions, the Wife shall be entitled to the dependency exemptions for Elizabeth and Ava and the Husband shall be entitled to the dependency exemptions for Tess and Elise.

(b) When there are three (3) available exemptions the parties shall share the exemptions with the Husband having the available exemptions for Tess and Elise in odd-numbered years, and the available exemption for Ava in even-numbered years. The Wife shall have the available exemption for Ava in odd-numbered years and the available exemptions for Tess and Elise in even-numbered years.

(c) When there are two (2) available exemptions, the Husband shall have the available exemption for Ava and the Wife shall have the available exemption for Elise.

(d) When there is only one (1) available exemption, the parties shall alternate claiming Elise as an exemption with the Husband claiming the exemption in odd-numbered years and the Wife claiming the exemption in even-numbered years.

The parties further agrees that they will execute any waivers necessary to permit each party to claim the

children on his or her federal income tax return for any year.

11.7. If either party claims the children as exemptions in violation of the terms hereof, that party shall reimburse the other the amount of any additional income tax liability including interest and penalties and attorneys' fees that result from the action by so claiming the children as exemptions.

## **ARTICLE XII.**

### **DISCOVERY**

12.1. Each party represents that he or she has provided to the other party full disclosure of the nature, extent and value of all of his or her respective property, business or other interests or assets. Each party is convinced that he or she knows the nature, extent and value of the other party's property, business or other interests or assets. Each party has been advised by his or her attorney of their right to (i) compel discovery and inspection of books and records which reflect the nature, extent and value of any property, businesses or other interests or assets of the other party, (ii) take examination of the other before trial and (iii) have accountants, appraisers or others investigate, appraise or evaluate the nature, extent and value of the other party's property, businesses or other interests or assets. Each

party has waived these rights to the extent that they have not heretofore been exercised and has instructed his or her respective attorney not to take any further steps, alone or through others, in connection with discovery, inspection, investigation, appraisal or evaluation of the other's property, businesses or other interests or assets. The parties agree that their respective waivers of these rights shall forever bind them.

**ARTICLE XIII.**  
**DEBTS OF THE PARTIES**

13.1. Subject to the provisions of this Agreement, the Wife covenants and represents that she has not heretofore incurred or contracted, nor will she at any time in the future incur or contract, any debt, charge or liability whatsoever for which the Husband, his legal representatives, or his property or estate is now or may become liable and the Wife further covenants at all times to keep the Husband free, harmless and indemnified of and from any and all debts, charges and liabilities heretofore or hereafter contracted by her. If the Wife does incur a debt which the Husband pays and is legally required to pay, he shall, upon demand, be reimbursed in full by the Wife.

13.2. Subject to the provisions of this Agreement, the Husband covenants and represents that he has not heretofore incurred or contracted, nor will he at any

time in the future incur or contract, any debt, charge or liability whatsoever for which the Wife, her legal representatives, or her property or estate is now or may become liable and the Husband further covenants at all times to keep the Wife free, harmless and indemnified of and from any and all debts, charges and liabilities heretofore or hereafter contracted by him. If the Husband does incur a debt which the Wife pays and is legally required to pay, she shall upon demand, be reimbursed in full by the Husband.

**ARTICLE XIV.**  
**REPRESENTATIONS**

14.1. The Husband represents to the Wife that an affidavit setting forth the true and accurate statement under oath of his income, assets and liabilities has been supplied to the Wife and a financial affidavit in substantially the same form and content will be filed in court in connection with the uncontested dissolution of marriage hearing. The Husband represents that he has no other assets or income except those set forth in said affidavit.

14.2. The Wife represents to the Husband that an affidavit setting forth the true and accurate statement under oath of her income, assets and liabilities has been supplied to the Husband and a financial affidavit in substantially the same form and content will be filed in

court in connection with the uncontested dissolution of marriage hearing. The Wife represents that she has no other assets or income except those set forth in said affidavit.

**ARTICLE XV.**

**MUTUAL RELEASES**

15.1. Subject to the provisions of this Agreement, each party has remised, released and forever discharged and by these presents does for himself or herself and his or her heirs, legal representatives, executors, administrators and assigns remise, release and/or forever voids, releases discharges the other of and from all cause or causes of action, suits, debts, claims, rights, contracts, agreements, grievances, sums of money, controversies, accounts, reckonings, bonds, bills specialties, promises, liabilities, attorney's fees and/or remedies whatsoever, in law or in equity, which either of the parties hereto ever had or now has, actual or potential, against the other, for, upon or by reason of any matter, cause or thing whatsoever occurring on or before the effective date of this Agreement, including without limiting the breadth of the foregoing:

(a) Claims arising under any state or local statute, law, ordinance, rule or regulation;

(b) Claims arising under the common or statutory law of any nation, state or political subdivision whether sounding in: express or implied

contract, quasi-contract, unjust enrichment, quantum meruit, any fiduciary relationship; covenant of good faith or fair dealing; promissory estoppel; intentional or negligent infliction of emotional distress; defamation; invasion of privacy; fraud; misrepresentation; assault; battery; negligence and/or any other tort, contract or other civil wrong allegedly arising out of acts or omissions by one party against the other; except that each party hereto does not release the other from the claim that the parties' marriage has broken down irretrievably in order to facilitate the parties' pending action for dissolution of marriage.

15.2. Subject to the provisions of this Agreement, each of the parties may in any way dispose of his or her property of whatsoever nature, real or personal, and the parties hereto, each for himself and herself, respectively, and for their respective heirs, legal representatives, executors, administrators, and assigns hereby waives any right of election which he or she may have or hereafter acquire regarding the estate of the other, or to take against any Last Will and Testament of the other, whether heretofore or hereafter executed, as may now or hereafter be provided for in any law of the State of Connecticut or any other state or territory of the United States, or any foreign country and renounces and releases



all interest, right or claims of right of dower, or otherwise, that he or she now has or might otherwise have against the other, on the property of whatsoever nature, real or personal, of the other, under or by virtue of the laws of any state or country, and each will at the request of the other, or his or her legal representatives, executors, administrators and assigns, execute, acknowledge and deliver any and all deeds, releases or any other instruments necessary to bar, release or extinguish such interests, rights and claims, or which may be needful for the proper carrying into effect of any of the provisions of this Agreement. Each of the parties renounces and relinquishes any and all claims and rights that he or she may have or may hereafter acquire to act as administrator of the other party's estate, although either party may name the other as executor or executrix if he or she so desires.

**ARTICLE XVI.**

**SITUS**

16.1. It is understood and agreed that this Agreement is entered into under the laws of the State of Connecticut, and the execution hereof wherever and whenever undertaken shall be deemed to be completed upon the delivery of the Agreement in Connecticut. The laws of the State of Connecticut shall be applied to any construction of this

Agreement, and in the resolution of any dispute arising hereunder.

**ARTICLE XVII.**  
**MISCELLANEOUS PROVISIONS**

17.1. It is understood and agreed that either party pursuing legal action regarding this marriage shall fully disclose this Agreement to the court before which such action is taken. The parties hereto agree that this Agreement may be incorporated in full by reference or otherwise in divorce or dissolution of marriage proceedings and/or a decree of absolute divorce or dissolution of marriage by a court of competent jurisdiction, in the discretion of the court. This Agreement shall not merge with any decree of any court affecting the parties hereto, but shall survive any such decree and remain in full force and effect.

17.2. In the event a judgment shall be modified as provided for in this Agreement neither party shall seek to interpose any of the terms of this Agreement which shall differ from the judgment as modified.

17.3. No modification or waiver of any of the terms of this Agreement shall be valid unless the same shall be in writing and executed with the same formality as this Agreement. No waiver of any breach or default hereunder

shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

17.4. The Husband and Wife have incorporated in this Agreement their entire understanding and no oral statement or prior written matter extrinsic to this Agreement shall have any force or effect and the said parties are not relying upon any representations other than those expressly set forth herein.

17.5. The Husband and Wife agree that they will at all times and at any time, from time to time, make, execute and deliver, free of cost and expense, all further instruments and documents in writing, reasonably necessary or desirable to carry into effect the provisions of this Agreement.


17.6. This Agreement shall be executed in one or more counterparts, each of which so executed shall be deemed an original and shall constitute one and the same Agreement.


17.7. The paragraph headings herein are for convenience only and shall not be construed to limit or in any way affect any provision of this Agreement.


**IN WITNESS WHEREOF**, the parties hereto have

hereunto set their respective hands and seals the day and  
year first above written.

Signed and Sealed in the  
Presence of:

  
\_\_\_\_\_  
DAVID MCCORMICK

  
\_\_\_\_\_  
AMY RICHARDSON

  
\_\_\_\_\_  
AMY RICHARDSON

  
\_\_\_\_\_  
AMY RICHARDSON

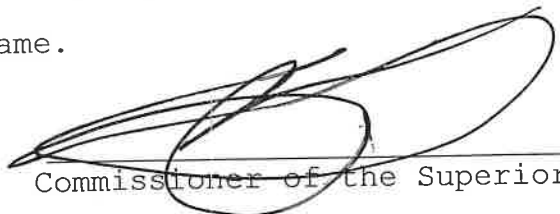
STATE OF NEW YORK       )  
                                  ) ss: New York  
COUNTY OF NEW YORK     )

On this 28<sup>th</sup> day of January, 2015, before me came  
**DAVID MCCORMICK** to me known to be the individual described  
in and who executed the foregoing instrument and  
acknowledged that he executed the same.

  
\_\_\_\_\_  
Commissioner of the Superior Court

STATE OF CONNECTICUT   )  
                                  ) ss: Stamford  
COUNTY OF FAIRFIELD    )

On this 28<sup>th</sup> day of January, 2015, before me came  
**AMY RICHARDSON** to me known to be the individual described in  
and who executed the foregoing instrument and acknowledged  
that she executed the same.

  
\_\_\_\_\_  
Commissioner of the Superior Court

SCHEDULE A

HUSBAND'S BRIDGEWATER ASSOCIATES, LP  
PHANTOM EQUITY INCENTIVE AWARD PLAN INTEREST

<u>Transaction</u>	<u>Date</u>	<u>Award</u>
Discretionary award	1/1/10	\$10,000,000.00
Discretionary award	1/1/11	\$ 1,000,000.00
Discretionary award	1/1/11	\$30,000,000.00
Deferral of bonus	1/1/12	\$ 1,750,000.00
Discretionary award	1/1/12	\$15,073,454.00
Discretionary award	1/1/13	\$15,000,000.00
Deferral of bonus	1/1/13	\$ 500,000.00

SCHEDULE B

ITEMS OF PERSONAL PROPERTY TO BELONG TO THE HUSBAND

Iraq map

Bridge drawing

Hanging fossil

Fossil by fireplace

2 Pittsburgh photos

JFK photo

Framed life cover

Horse photograph

Prosek fish painting

Ecuador butterfly display

2-3 vases

SCHEDULE C

PARENTING PLAN