

**SEPARATION AGREEMENT**

THIS SEPARATION AGREEMENT dated this **12th of December, 2012**

**BETWEEN:**

**Mason Kenneth**

("Husband")

-and-

**Tama Wu Kenneth**

("Wife")

**BACKGROUND:**

1. The Husband and Wife were lawfully married on **August 22nd, 1996**, in Osaka, Japan. Due to certain differences that have developed between the Husband and the Wife, they agree to live separate and apart from each other, subject to the terms and conditions in this Agreement.
2. The Husband and Wife have made complete, fair and accurate disclosure to each other on all financial matters reflected in this Agreement.
3. The terms of this Agreement are intended to settle the matters addressed, and it is incorporated into a final decree of divorce. The Husband and Wife have Agreed to this Separation Agreement made and duly incorporated into a final decree of divorce.
4. The Husband and Wife have each have consulted their attorney with regards to his or her legal rights arising out of the marital relationship and the terms of this agreement.
5. The Husband and Wife have each voluntarily entered into this Agreement and have not been forced by anyone to sign this Agreement, and both the Husband and the Wife confirm that they are in sound mental health.
6. Should any dispute arise regarding the enforcement of this Agreement, the prevailing party will be entitled to his or her reasonable costs and attorneys fees.
7. **IN CONSIDERATION OF** the mutual promises and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

**LIVING SEPARATE AND APART**

8. The Husband and Wife have lived separate and apart since **November 25th, 2012**. Neither party will attend the other's living space or work without invitation or approval.

**CHILDREN**

9. There are 3 children of the marriage, namely:

| <b>Name:</b>          | <b>Date of Birth:</b> |
|-----------------------|-----------------------|
| <b>Andrew Kenneth</b> | January 11, 1997      |
| <b>Lopez Kenneth</b>  | October 21, 1999      |
| <b>Ryan Kenneth</b>   | May 16, 2001          |

**CHILD CUSTODY**

10. The Husband and Wife agree that sole legal custody is in the best interests of the children. The Husband and Wife agree that the Wife is granted sole legal custody, and has the primary right to decide matters regarding matters of health, education and welfare in the children's best interests. The parent who has not been granted sole legal custody may make emergency decisions affecting the health or safety of the children when the children is in that party's physical care and control. The Husband and Wife agree that the grant of sole legal custody to one party does not deprive the other party of access to information regarding the children.

11. The Husband and Wife agree that the husband shall have the following visitation schedule with the children:

The visitation is during School Holidays and National Holiday.

**CHILD SUPPORT**

12. The Husband will pay child support in the amount of **\$310,325.00** yearly to the Wife. Child support payments will commence on **December 12th, 2012**.

13. The Husband will pay a total of **\$310,325.00** yearly to the Wife for the children's uninsured health care costs, for child care costs, and for other extraordinary expenses, such as Lessons, clothes and Transportation. Child support payments for these expenses will commence on **December 12th, 2012**.

14. The Husband will maintain health insurances, including medical and dental coverage, for the benefit of **Andrew Kenneth, Lopez Kenneth and Ryan Kenneth**

15. Child support payments, contributions to uninsured health care costs, child care costs and extraordinary expenses, and the maintenance of health insurance will continue as long as a child is under the age of majority and financially dependent on the parents.

**SPOUSAL MAINTENANCE**

16. The husband will pay spousal maintenance in the amount of **\$97,000.00** yearly to the wife until such time as the wife remarries or cohabits with another person in a common-law relationship or dies, whichever shall come first. Spousal maintenance payments will commence on **December 12th, 2012**.

17. That **Mason Kenneth** has paid the sum of **\$88,500** to **Tama Wu Kenneth** from the total amount of **\$407,325.00** on this day **December 12th 2012**
18. That **Mason Kenneth** is to pay the remaining balance of **\$318,825.00** on or before **2nd of March, 2013**
19. All such payment will be made by either a certified or cashier's check payable to **Tama Wu Kenneth** or individual/person/attorney as required by **Tama Wu Kenneth**.
20. If any such payment is not made on time, **Tama Wu Kenneth** shall be entitled to declare to **Mason Kenneth** that the entire entitlement is due and payable, and to immediately enter judgement against **Mason Kenneth** for the unpaid amount and the entitlement plus accrued interest in any court having jurisdiction.

#### ASSETS

21. The parties acknowledge that they have agreed upon a division of all assets, owned or possessed by them as marital property or separate property. The parties are in possession of all of those assets to which he or she is respectively entitled.

#### DEBTS

22. The parties agree that any indebtedness secured against, or attributable to, any item of property that either party is receiving under this Agreement will be the sole responsibility of the party receiving the particular property.
23. Neither party will incur any further debt or liability on the other party's credit. Any debt accumulated as of the date of this Agreement is the debt of the individual party, regardless if the debt was incurred as a result of joint credit.

#### GENERAL PROVISIONS

24. The Husband and Wife will promptly sign and give to the other all documents necessary to give effect to the terms of this Agreement.
25. This Agreement contains the entire agreement between the Husband and Wife about their relationship with each other. It replaces any earlier written or oral agreement between the parties.
26. Should any portion of this Agreement be held by a court of law to be invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the remainder of this Agreement, and the parties agree that the portion so held to be invalid, unenforceable, or void, will be deemed amended, reduced in scope, or otherwise stricken only to the extent required for purposes of validity and enforcement in the jurisdiction of such holding.
27. The Husband and Wife may only amend this Agreement in writing after both parties have obtained legal advice on the changes.
28. In the event that a dispute arises regarding this Agreement, the parties will try to resolve the matter through negotiation or mediation, prior to initiating a court action.

- 29. Notwithstanding that the parties acknowledge and agree that their circumstances at the execution of this Agreement may change for any reason, including but without limiting the generality of the foregoing, the passage of years, it is nonetheless their intention to be bound strictly by the terms of this Agreement at all times.
- 30. This Agreement creates a fiduciary relationship between the parties in which each party agrees to act with the utmost of good faith and fair dealing toward the other in all aspects of this Agreement.
- 31. The parties agree to provide and execute such further documentation as may be reasonably required to give full force and effect to each terms of this Agreement.
- 32. The headings of this Agreement form no part of it, and will be deemed to have been inserted for convenience only.
- 33. This Agreement will be binding upon and will ensure to the benefit of the parties, their respective heirs, executors, administrators, and assigns.
- 34. If the Husband and Wife reconcile, the terms of this Agreement will remain in effect unless the parties revoke it in writing.
- 35. This Agreement may only be terminated or amended by the parties in writing signed by both of them.

IN WITNESS WHEREOF the parties have duly affixed their signatures on this 12th day of **December**, 2012.

SIGNED by the Husband  
In the presence of:



WITNESS  
Takahiro Katashi Esq.,



MASON KENNETH

SIGNED by the Wife  
In the presence of:



WITNESS  
Ryouichi Jirou Esq.,



TAMA WU KENNETH