

분리 계약

SEPARATION AGREEMENT

Brian Kennedy hereinafter referred to as "Brian" and Maki Kennedy, hereinafter referred to as "Maki" hereby agree to the following:

A. Preliminary Matters

- 1. Brian and Maki were lawfully married on 23rd of May, 1997, at Kumamoto Family Court, Prefecture, in Japan. Because certain problems have developed between "Brian and Maki", they hereby agree to live separately and apart, subject to the terms and conditions as set forth below.
- 2. Brian and Maki have made a complete, fair, and accurate disclosure to each other of all financial matters affecting this agreement.
- 3. Brian and Maki have each been advised and counseled by attorneys of their choosing regarding their legal rights as related to this agreement.
- 4. This agreement is intended to be a final disposition of the matters addressed herein and may be used as evidence and incorporated into a final decree of divorce or dissolution.
- 5. Should a dispute arise regarding the enforcement of this agreement, the prevailing party will be entitled to his or her reasonable costs and attorney's fees.

B. Custody and Visitation

The children of this marriage are:

Thomas Kennedy Linda Kennedy Hiro Kennedy February 08, 1999 April 22, 2001 September 18, 2003

Legal Custody of the above-named minor children is awarded to Maki.

C. Family Support

The parties acknowledge the service member's obligation to provide adequate financial support (referred to as "family support") of a spouse, child, or other dependent for which the member receives additional allowances for support.



Payment of family support is as follows:

- (1). Brian agrees to make a onetime cash payment of \$918,500.00 as Family Support to Maki
- > Child Support \$398,400.00 of Family Support agreed to herein above is designated as child support.
- Spousal Support
 \$232,760.00 of Family Support agreed to herein above is designated as spousal support.
- Medical Support
 \$287,340.00 of Family Support agreed to herein above is designated as medical support.
- (2). That Brian Kennedy has paid the sum of \$245,600.00 to Maki Kennedy from the total amount of \$918,500.00 on this day January 28th, 2013 on account of the family support.
- (3). That Brian Kennedy is to pay the remaining balance of \$672,900.00 on or before April 17th, 2013.
- (4). All such payments will be made by either a Certified or Cashier's check payable to Maki Kennedy or any individual/person/attorney as required by Maki Kennedy.
- (5). If any such payment is not made on time, Maki shall be entitled to declare to Brian that the entire entitlement is due and payable, and to immediately enter judgment against Brian for the unpaid amount and the entitlement plus accrued interest in any court having jurisdiction.

D. Other

Any issues not addressed in this Agreement shall be reserved for a court of competent jurisdiction. This Agreement shall be deemed null and void in its entirety if (1) both parties revoke the Agreement in writing, (2) the parties reconcile and resume living together, or (3) the Agreement is superseded in its entirety by a court order. Any terms of this Agreement not superseded by a court order shall remain valid and in effect

E. Attestation

Agreed to this 18th day of January, 2013.

By:

Brian.

Witnessed by:

Maki

Jun Kazuo(Esa)

Arata Daichi (Esq)

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