

EXHIBIT 8C

Separation Agreement

Dated June 22, 2016; filed June 23, 2016. Docket entry 108.00.

Excerpt: pages 1, 3, 4, 7, 14 and 16 of 28.

Complete document available on request.

AGREEMENT made and entered into as of this 22nd day of June, 2016, (this "Agreement") by and between KATE B. CYGANOVICH of the City of Stamford, County of Fairfield and State of Connecticut, hereinafter referred to as the Wife, and THOMAS J. CYGANOVICH of the City of Stamford, County of Fairfield and State of Connecticut, hereinafter referred to as the Husband.

WHEREAS, the parties hereto intermarried on December 30, 2008 in New York, New York; and

WHEREAS, the parties have resided in the State of Connecticut for more than twelve months preceding the date hereof; and

WHEREAS, the parties have one (1) child issue of their marriage: a daughter, Scarlett June Cyganovich, born September 14, 2013 (hereinafter sometimes referred to as the "Child"); and

WHEREAS, the Wife has instituted an action for a dissolution of marriage against the Husband, which action is now pending in the Superior Court and bears docket number FST-FA16-5015729-S; 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 provide for the adjustment and compromise of all property rights and questions, and so that they may live separate and apart, and;

WHEREAS, each of the parties hereto is fully advised as to the property, estate and prospects of the other as set forth herein, and each party hereto has had the opportunity to receive independent advice from counsel of his or her own selection, and to be fully informed of his or her legal rights and liabilities, and believing this Agreement to be fair, just and reasonable, has consented to its terms freely and voluntarily;

3. **Husband's Waiver of Alimony.** The Husband hereby waives any and all claims and demands he may otherwise have against the Wife for periodic alimony, support and maintenance, past, present and future. The Husband understands and acknowledges that if periodic alimony is not awarded at the time of any decree dissolving their marriage, it cannot subsequently be claimed by him in the future regardless of any change in circumstances.

4. **Child Support.**

- a. Beginning on the date of dissolution, the Husband shall pay to the Wife, for the support of the Child, the sum of \$1,291 per month (\$298 per week), as child support, such amount being computed under the State of Connecticut's Child Support Guidelines (the "Guidelines"). Child support shall be payable on the first day of each month by automatic electronic funds transfer into such account as the Wife shall designate.
- b. In addition to the forgoing child support, the Husband shall pay the Wife each year, as additional child support, 15% of an amount equal to (i) his net annual bonus income, if any, less (ii) the Wife's net annual bonus income, if any. The Husband currently receives his bonus in April for the preceding year and Wife receives her bonus in December. Each year in April when the parties exchange income information for the preceding year, the parties shall determine the amount of the additional child support, and the Husband shall pay such amount to the Wife on or before April 30th of such year. The parties acknowledge that this additional child support may be a deviation from the Guidelines. The parties agree that the division of assets and liabilities, the provision of alimony, and the best interests of the Child justify such deviation.
- c. The foregoing child support shall be payable until such time as the Child dies, marries, becomes emancipated and self-sustaining, or attains the age of eighteen, except that in the event the Child has not graduated from high

school by her eighteenth birthday, then the child support payments shall continue until the earlier of her graduation from high school or her nineteenth birthday, whichever first occurs.

d. **Exchange of Tax Returns.** For so long as child support is payable pursuant to this Agreement, the parties shall annually exchange copies of their federal income tax returns by April 15th and any other information reasonably requested to substantiate his or her earnings. If a party has filed an extension for filing his or her federal income tax return, he or she shall exchange copies of forms W-2, 1099, and other evidence of income on or before April 15th and shall exchange his or her tax return as soon as the final return is prepared. In addition to the annual exchange of tax returns, each parent shall inform the other parent of any change in his or her income of 15% or more by the end of the month in which such change in income occurs.

5. **Extracurricular Activities and Equipment.** The parties agree that it is in the best interests of their Child to participate in activities both within and outside of school. Such activities may include, but are not limited to, sports, music lessons, dance lessons, tutoring (including SAT/ACT preparation), school trips, summer camp, etc. and related equipment. To that end the parties agree to consult with each other and to make mutual decisions about extra-curricular and summer activities in which the Child will enroll. If the parties agree to a Child's participation in the activity, the Husband and Wife shall each pay one-half of the cost of such activity, which shall include all necessary clothing and equipment related to such extracurricular activity. The parties will also share the cost of all of the agreed upon electronic devices for the Child such as computers and cell phones and cell phone plans. Neither party shall unreasonably withhold, condition or delay consent to the Child's participation in any activity or purchase of an item of equipment or electronics. The parties shall retain receipts for all expenditures for extracurricular activities and equipment and the parties shall reconcile such

Child and share the cost in the same percentages as above. The party providing insurance agrees to furnish the other party with copies of all such policies upon his or her request and to provide the other party proof that such policies are in force. The parties' obligation to provide health insurance for the Child shall continue until the Child attains the age of 26 if the plan allows, or until she has her own employer-provided health insurance, whichever shall first occur. Each party will pay for his or her own health insurance.

2. **Unreimbursed Medical.** The Husband and the Wife shall share the cost, 65% payable by the Husband and 35% payable by the Wife, of all of the Child's unreimbursed and extraordinary medical expenses, including, without limitation, medical, surgical, hospital, optical, psychiatric, psychological therapy, and nursing expenses, the cost of prescription drugs, and dental expenses (including orthodontia), for so long as the parties are obligated to provide health insurance for the Child. Co-payments for medical and dental care shall be defined as an unreimbursed expense. "Extraordinary expenses" for the purposes of this paragraph shall be defined as use of physicians outside of the healthcare providers set forth in the insurance plan network, elective surgery, and other procedures that are not covered by insurance. The parties agree no psychiatric or psychological or orthodontia expenses, or extraordinary expenses shall be incurred without the prior consent of the parties, which consent shall not be unreasonably withheld. In the event one party objects to a treatment due to cost only, the other party may still incur the cost, but at his or her own expense. The parties agree that the Child is not intended to be a third party beneficiary of Article III of this Agreement. The Husband and the Wife will each bear the cost of his or her own unreimbursed medical expenses.
3. **Right to Medical Information.** Each parent shall be entitled to complete information from any physician, dentist, psychologist, consultant or other specialist attending the Child for any reason whatsoever and shall be entitled to be furnished with copies of any reports rendered by the providers of such services.

the taxes, assessments, penalties, and interest are attributable shall indemnify and hold harmless the other against such taxes, assessments, penalties and interest, as well as all attorney and accountant costs and expenses. Each party shall keep the other fully informed as to the status of any such audit or tax proceeding pertaining to any such joint return. Any refunds due or assessments that cannot be attributed to either party solely shall be divided between the parties proportionately, in accordance with their respective incomes.

3. **Dependency Exemptions.** The Husband and Wife shall be entitled to claim the Child as an exemption on his or her income tax returns in alternate years. The Wife shall be entitled to the exemption in even numbered years and the Husband in odd numbered years.

ARTICLE IX: LEGAL COUNSEL AND FEES

1. **Independent Counsel.** The parties have each been advised to seek independent review of this Agreement by counsel. The Wife has consulted Julia von Schilling of Stamford, Connecticut. The Husband has consulted Jill Bicks of Pullman & Comley of Bridgeport, Connecticut. Each party will be responsible for his or her own legal fees.
2. **Breach of Agreement.** In the event it is 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 any portions thereof, the party found in breach of this Agreement shall pay to the other party the reasonable attorney's fees and disbursements, court costs and other expenses, including forensic accounting costs, incurred in the enforcement of the provisions of this Agreement and/or decree incorporating this Agreement or any portions thereof.
3. **Mediator Not Providing Representation.** This Agreement was reached through the process of mediation. The Husband and Wife agree and acknowledge that

execution of this Agreement. Each of the parties renounces and relinquishes any and all claims and rights that he or she may have previously acquired to act as executor or administrator of the other party's estate, although either party may hereafter name the other as executor or executrix if he or she so desires.

ARTICLE XI: RESOLUTION OF DISPUTES

1. Both parties agree to make a good faith attempt to resolve all future claims or controversies arising under this Agreement by first using direct oral communication. If agreement is not reached, the parties agree to attempt to resolve the matter by private mediation before resorting to Court intervention.

ARTICLE XII: CONSTRUCTION OF AGREEMENT

1. **Connecticut Law.** It is agreed that this Agreement is entered into under the laws of the State of Connecticut and all questions as to the validity, construction or effect of any provision of this Agreement shall be determined with reference to and in accordance with the laws of the State of Connecticut.
2. **Clauses Severable.** All of the clauses and provisions of this Agreement are severable and in the event any clause or provision of this Agreement or any portion thereof shall be declared or determined to be void or invalid for any reason, all remaining clauses or provisions of this Agreement shall remain binding and in full force and effect.
3. **Modifications in Writing.** No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.
4. **No Other Agreements.** The Husband and the 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 parties are not relying upon any representations other than those expressly set forth herein. Furthermore, this Agreement supersedes any premarital, post marital or similar