

following asset:

"Other Real Estate: \$150,000.00, Hopkinton, MA, for Connor's college"

Furthermore, in a pleading filed with this Court on July 31, 2006, entitled, "Answer to Motion to Clarify", Ms. Rosier, through counsel, asserted the following:

"In response to the allegations in paragraph 2 and 4, Gail says that she and her husband, Peter Rosier are co-owners with Eleni Rosier of property in Hopkinton, MA. She is without knowledge of why the online listing only shows one name. Gail has just realized that her share of this property being held for Connor's benefit is worth approximately \$105,000, not the \$150,000 she incorrectly indicated on her financial affidavit at the time of the hearing and apologizes for any misunderstanding this may have created."

Based upon the foregoing, the Court finds that the parties' agreement in 1997, that in lieu of child support, Ms. Rosier would "save" money to be used to pay Connor's college educational expenses is valid and enforceable. The Court enters the following specific orders:

1. Ms. Rosier shall immediately take all necessary steps to liquidate the real estate asset which is being held for the benefit of Connor's college educational expenses, and to ensure that the funds will be available for this purpose.

* See Affidavits of Attorneys Mark House and Julio Zapata and other documentation in PDF file entitled "Hopkinton Memorandum" for explanation of the legal enforceability of this order.

2. Ms. Rosier shall provide a complete accounting of the liquidated funds to Mr. Strobel, and the funds shall be placed into an appropriate account where the funds will be accessible for the payment of Connor's college educational expenses as they accrue.

Date:

3/13/09

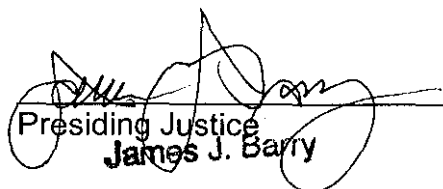

DAVID S. FORREST,
Marital Master

Master's recommendation is approved. Decree entered in accordance therewith.

Date:



DSF:lat


Presiding Justice
James J. Barry