

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR COLLIER COUNTY, FLORIDA
CIVIL ACTION

IN RE: The Marriage of:

RICHARD ALLEN STRATHMANN,

Husband,

and

Case No. 2022 DR-387

JOSEPH GARCIA STRATHMANN,

Husband.

_____ /

MEDIATION AGREEMENT

THIS AGREEMENT is made and entered into between RICHARD ALLEN STRATHMANN, hereinafter referred to as RICHARD, and JOSEPH GARCIA STRATHMANN, hereinafter referred to as JOSEPH.

WHEREAS, the parties hereto were married on November 12, 2016, in Hillsborough County, State of Florida; and

WHEREAS, the parties have no children born of the marriage, and

WHEREAS, due to irreconcilable differences the parties intend to file the above styled case in the Circuit Court of Collier County, Florida, involving a petition for dissolution of marriage; and

WHEREAS, the parties have mediated this matter with Holly Chernoff, mediator and desire to settle amicably between themselves all questions concerning division of property, alimony and child support.

NOW THEREFORE, in consideration of the promises, mutual covenants and agreements hereinafter made and benefits to be attained by each of the parties hereto, the sufficiency of which is hereby acknowledged by both parties, the parties hereto do agree as follows:

ARTICLE ONE

The parties do hereby affirm that their marriage is irretrievably broken and that they intend to live as separate individuals as if each party were sole and unmarried.

ARTICLE TWO

The parties are each enjoined and restrained from coming about for the purpose of molesting, harming or harassing each other at their respective residences, places of employment or otherwise.

ARTICLE THREE

The parties have heretofore divided their real and personal property, except as otherwise referred to herein, to their mutual satisfaction, and each of the parties shall own and enjoy independently of any claim or right of the other party all items of property of every kind wheresoever situated as are now owned, held, or possessed by them, or which may hereafter be owned, held, or possessed by them with full power in each party to use and dispose of the same as fully and effectively as if he or she were unmarried.

ARTICLE FOUR
Marital Home

JOSEPH hereby agrees to transfer and assign to the RICHARD as his sole and separate property, all of his right, title and interest in the real property, and improvements thereon, located at 1972 Isla De Palma Circle, Naples, Fl. 34119.

The property will be transferred subject to a mortgage in favor of Huntington National Bank. RICHARD hereby agrees to indemnify and to hold the JOSEPH harmless from any and all claims and liabilities that the JOSEPH may suffer or may be requested to pay on account of such indebtedness, encumbrances, or liens. JOSEPH will in no manner assume any liability, either personal or otherwise, for the above-mentioned lien against the property. JOSEPH is not liable on the note.

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RICHARD shall refinance the mortgage as soon as reasonably practicable so as to be able pay JOSEPH the sum stated in Article Five.

Exclusive Possession: RICHARD shall have exclusive possession of the marital home and pay all of the expenses related to the marital home without contribution from JOSEPH.

ARTICLE FIVE
Equalizer/Lump Sum

RICHARD shall pay JOSEPH One Hundred Sixty Thousand Dollars, (\$160,000.00), in exchange for JOSEPH relinquishing his rights, title and interest in the property described in Article Four above and the other provisions of equitable distribution and waiver of alimony. Said sum shall be paid upon the refinance of the property at which time JOSEPH shall provide a deed to RICHARD.

ARTICLE SIX
JOSEPH's Vehicle

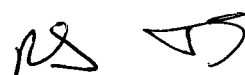
RICHARD agrees to relinquish all right, claim and title to the 2020 Mercedes Benz GLE * vehicle which is currently titled to RICHARD and in the possession of the JOSEPH. RICHARD shall be solely responsible for the payments due on the note held by Mercedes Finance respecting said vehicle and to hold the JOSEPH harmless regarding the same. RICHARD shall continue to insure the vehicle until the loan is paid in full or the vehicle is otherwise sold or transferred by JOSEPH. JOSEPH shall be responsible for the maintenance of the vehicle.

ARTICLE SEVEN
RICHARD's Vehicle

JOSEPH agrees to relinquish all right, claim and title to the 2021 Jaguar I Pace vehicle which is currently titled and in the possession of RICHARD. RICHARD agrees to take over and be responsible for the payments due on the lease held by Jaguar respecting said vehicle. RICHARD shall be the sole owner of the above-described vehicle.

ARTICLE EIGHT
Retirement

RICHARD has a 401K with MVP as the plan administrator. From said plan, Fifty Thousand Dollars (\$50,000.00) shall be transferred to JOSEPH via a Qualified Domestic Relations Order.



RICHARD shall retain the balance of the account. The parties shall hire Matthew Lundy, Esq. to prepare the QDRO and shall equally pay the fee for said services.

ARTICLE NINE
Other Assets and Liabilities

Other than as stated above each party shall retain their own bank accounts, investment accounts or other assets and each party shall be responsible for their own liabilities and credit cards.

ARTICLE TEN
Income Tax

The parties shall file a joint income tax return for 2021. Richard shall be liable for any tax liability.

ARTICLE ELEVEN
Mutual Release of Debts and Obligations Since Separation

Neither Party shall hereafter charge, nor cause or permit to be charged, to or against the other, any purchase or purchases which either of them may have made since the date of separation. Further, the parties represent and warrant to each other that they have not incurred any debts or made any contracts since the date of separation for which the other party or the party's estate may be liable. Further, the Parties agree that the party who incurred a specific debt after the date of separation shall be personally responsible in full therefore.

ARTICLE TWELVE
Bankruptcy

It is understood, mutually covenanted and mutually warranted that none of the financial duties and responsibilities of the parties to each other specified or referenced herein shall be dischargeable in bankruptcy as each party has given bona fide consideration and relinquished marital rights for same. The debts shall survive the filing of any petition in bankruptcy by either party, whether voluntarily or involuntarily, and all proceedings taken thereunder, as well as general assignment for the benefit of creditors or other proceedings based on insolvency, and any claims hereunder shall at all times remains in full force and effect and enforceable until performed and discharged in accordance with the terms of this Agreement.



ARTICLE THIRTEEN
Mutual Release for Alimony

The parties do hereby expressly and forever waive and relinquish any and all rights to temporary or permanent alimony or support of any kind including bridge the gap, rehabilitative, durational or permanent periodic alimony.

ARTICLE FOURTEEN
Binding Agreement

The obligation of both parties under this agreement with regard to the property under this agreement remaining at the time of death of either party, shall be binding upon his or her representatives, heirs, devisees and legatees.

ARTICLE FIFTEEN
Execution of Additional Instruments

Each of the parties hereto shall at any time or times make, execute, acknowledge and deliver any and all such further or other instruments to the other of said parties which shall be reasonably required for the purpose of giving full force and effect to this agreement and the covenants, conditions, and provisions thereof.

ARTICLE SIXTEEN
MUTUAL RELEASE AND DISCHARGE OF GENERAL CLAIMS

Except as otherwise herein expressly provided, the parties shall and do hereby mutually remise, release and forever discharge each other from any and all actions, suits, debts, claims, demands and obligations whatsoever, both in law and in equity, which either of them ever had, now has, or may hereafter have against the other, upon or by reason of any matter, cause or things up to the date of the execution of this agreement except for the action for Dissolution of Marriage now pending or hereafter brought by the other.

Both parties further agree that aside from the entitlements that each party is receiving under the terms of this agreement that neither party will ever seek or pursue any claim against the other party's assets, except to the limited extent for enforcement, if necessary, of the terms of this agreement.

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ARTICLE SEVENTEEN
Waiver of Testamentary Rights

Each party waives, releases and relinquishes all rights that he or she may now have or may hereafter acquire as the other party's spouse under the present or future laws of any jurisdiction:

- (a) To elect by dower or courtesy or other statutory right or take against any will or codicil, etc. of the other party now or hereafter in force;
- (b) To share in the other party's estate;
- (c) To act as Executor or Administrator of the other party's estate.

This provision is intended to be and shall constitute a revocation of any and all prior testamentary dispositions made by one party in favor of the other and each party does hereby renounce any such dispositions or special bequests under any Last Will and Testament previously executed by the other.

This waiver shall and does constitute a mutual waiver by the parties of their respective rights of election to take against each other's Last Will and Testament, now or hereafter in force, under Chapter 732 of the Florida Statutes, or any law amendatory thereof or supplemental thereto, or the same or similar law of any other jurisdiction.

It is the intention of the parties that their respective estates shall be administered and distributed in all respects as though no marriage had been solemnized between them. However, nothing herein contained is intended to or shall constitute a waiver, by either party, of any voluntary testamentary provision which may be made in his or her favor by the other, following the execution of this Agreement.

The consideration for each party's waiver and release of his or her rights as spouse in the other party's estate shall be the reciprocal release by the other party.

Notwithstanding the provisions of subparagraphs above nothing contained herein shall constitute:

- (a) A release or discharge of either party or of such party's estate or property, or of from any of such party's covenants, Agreements, promises, representations, warranties or other undertakings or obligations set forth in other paragraphs of this Agreement or a release, waiver, relinquishment or renunciation by either party of his or her right, or the right of his or her respective heirs, legal representations, executors, administrators or

assigns, to require and enforce performance of the other party's covenants, Agreements, promises, representations, warranties and other undertakings and obligations set forth in other paragraphs of this Agreement which do not otherwise terminate upon death; or
(b) A release, waiver, relinquishment or renunciation by either party of any devise, bequest or other provisions for the benefit of such party which may be set forth in the Last Will and Testament (or any codicil thereto) executed after the date of this Agreement, of the other party, or of proceeds of insurance on the life of the other as to which such party shall be expressly designated a beneficiary.

ARTICLE EIGHTEEN
Full Disclosure

Each of the parties hereby expresses and declares that he or she had full disclosure of the financial condition of the other, and that this agreement has been entered into at his and her own free will, free of coercion, undue influence, duress or any sort of emotional strain, or emotional or physical condition, which would render the agreement void, and with a complete understanding of its provisions and their effect, and that they are satisfied that it represents their intentions, and that there are no representations or agreements other than those expressly set forth herein. The parties each filed Financial Affidavits in this matter which were relied upon by the other party for disclosure of assets, liabilities and income and in making this agreement. The parties waive mandatory disclosure.

ARTICLE NINETEEN
Advice of Counsel

Each of the parties acknowledges that they chose to represent themselves in this matter and mediate the issues without counsel. Each party acknowledges that he was aware of their right to consult an attorney at any time during the negotiation and settlement of this agreement

ARTICLE TWENTY
Enforcement

If either party defaults in the performance of any of the obligations herein set forth, the prevailing party in any action arising from or relating to enforcing this agreement will be entitled to recover all attorney fees and expenses incurred in any way in connection with the matter, incurred before litigation, during litigation, in an appeal or in connection with the enforcement of a

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provision of this agreement or a judgement resulting from this agreement including , but not limited to attorney's fees, expert's fees and costs incurred including the litigation regarding the enforcement and amount of the fees for the underlying matter.

ARTICLE TWENTY-ONE
Incorporation

In the event a dissolution of marriage is entered as to the parties, this agreement, if the Court approves, shall be incorporated in and become a part of such judgment or decree but shall not merge therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this agreement, this 22 day of February, 2022

Elizabeth Cross
Witness

RAS
RICHARD ALLEN STRATHMANN, Husband

Linda Burmickel
Witness

Elizabeth Cross
Witness

Joseph Garcia
JOSEPH GARCIA STRATHMANN,
Husband

Linda Burmickel
Witness

SELF-PROOF OF DOCUMENT

STATE OF FLORIDA
COUNTY OF COLLIER

We, RICHARD ALLEN STRATHMANN AND JOSEPH GARCIA STRATHMANN, the undersigned, and Elizabeth Cross and Linda Burswinkel, witnesses, respectively, whose names are signed to the attached or foregoing instrument, having been sworn and that the parties and each of the witnesses have signed this instrument in the presence of each other.

[Signature]
RICHARD ALLEN STRATHMANN

[Signature]
JOSEPH GARCIA STRATHMANN

Elizabeth Cross
Witness' Signature

Elizabeth Cross
Witness' Name (printed/typed)

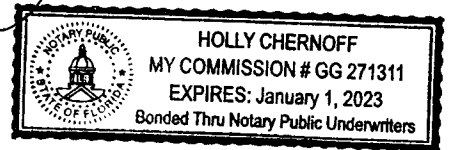
Linda Burswinkel
Witness' Signature

Linda Burswinkel
Witness' Name (printed/typed)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, by RICHARD ALLEN STRATHMANN, Husband and JOSEPH GARCIA STRATHMANN, Husband, who is personally known to me or who has produced FDDL(2) as identification on this 22 day of Feb., 2022.

Notary Public
(seal)



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