

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT,  
IN AND FOR ORANGE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO.: 48-2022-DR-002426-O

CYNTHIA LEE RIVADENEYRA,

Petitioner,

and

RICARDO DENIS RIVADENEYRA,

Respondent.

MARITAL SETTLEMENT AGREEMENT

THIS MARITAL SETTLEMENT AGREEMENT ("Agreement") is made and entered into by and between Husband, RICARDO RIVADENEYRA and Wife, CYNTHIA RIVADENEYRA,

WITNESSETH:

WHEREAS, Husband and Wife ("the parties") were duly married to one another on August 7, 1998 and

WHEREAS, each the parties have been continuous residents of the State of Florida for more than six months; and

WHEREAS, the parties last resided together with the intent to remain married in Orange County, Florida; and

WHEREAS, the parties agree that the Ninth Judicial Circuit Court, in and for Orange County, Florida, has jurisdiction over them, this action, and is the appropriate venue for the dissolution of their marriage; and

  
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WHEREAS, the parties have no minor child in common and as any common children the parties had are now adults, the parties do not have any adopted minor children, Wife is not pregnant, and no further issue is expected;

WHEREAS, unfortunate and irreconcilable differences exist, the parties' marriage is irretrievably broken, and efforts at reconciliation are not reasonably likely to succeed;

WHEREAS, this Agreement settles all issues arising in and out of the parties' marriage and its anticipated dissolution;

WHEREAS, each party represents that he or she has been represented by the legal counsel of his or her choosing, or has had the opportunity to seek legal counsel, and has chosen to proceed without it, Husband being represented by Melissa L. Newmons, Esq. and the law firm of DeWitt Law and Wife being represented by Christina M. Green, Esq. of Women's Family Law Firm; and

WHEREAS, neither party has been adjudicated incompetent; and

WHEREAS, both parties are over the age of eighteen; and

WHEREAS, neither party is under the influence of any mind-altering substance to the extent that their normal faculties are impaired; and

WHEREAS, both parties fully understand all the terms, conditions and provisions of this Marital Settlement Agreement; and

WHEREAS, each of the parties is entering into this Agreement with sufficient information and/or disclosure of the other parties' financial freely and voluntarily, without coercion, duress, or undue influence, and believes the terms of this Agreement to be fair, just and reasonable; and

NOW, THEREFORE, in consideration of the mutual promises, agreements, covenants and conditions herein contained, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is hereby mutually covenanted and

  
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agreed between Husband and Wife as follows:

1. INCORPORATION OF RECITALS: The clauses contained above are true and correct, and the parties incorporate said clauses into this Agreement by reference, with the same force and effect as if each clause were restated verbatim herein.
2. CONSIDERATION. The consideration for this Agreement is the mutual benefits to be obtained by the parties and the promises made by each party to the other.
3. NON-WAIVER: The failure of either party to insist on any one or more instances upon the strict performance of the terms and provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by either party unless in writing signed by the party purporting to give the waiver.
4. SEPARATION. It will be lawful for the parties at all times hereafter to live separate and apart from one another, except as otherwise agreed herein. The parties shall be wholly free from the other's marital control and authority as if each were single and unmarried. The parties agree that neither of them shall restrain, interfere with, harass or annoy the other, directly or indirectly, in person, through electronic methods, on social media, or otherwise.

#### I. EQUITABLE DISTRIBUTION

1. GENERAL DISTRIBUTION: Except as otherwise provided herein, the parties agree that each will keep all assets and liabilities in their own individual names or in their name with any other person not the other spouse. Each party shall keep all assets in their respective possessions except as otherwise specifically provided for herein. Wife shall immediately deliver to Husband any credit cards that are in Husband's name and for which Wife is an authorized user unless otherwise agreed. Husband shall also deliver to Wife any credit cards that are in Wife's

  
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name and for which Husband is an authorized user unless otherwise agreed. The parties agree that except as set forth herein, neither of them have any joint liabilities with the other person, other than the mortgage on the marital home, and the credit cards set forth herein. If the parties have any credit cards that are in joint names, they will both destroy any cards related to these accounts and close the account(s) or otherwise remove the other from any liability on the debt. Neither party will incur any liabilities for which the other may be responsible for this date forward. Each party agrees that they shall indemnify and hold the other harmless for any liabilities that they incur or have incurred that are not otherwise distributed herein.

2. MARITAL HOME: The parties jointly own real property located at 803 Laurelcrest Drive, Orlando, Florida 32828 ("Marital home"). The parties agree that the Marital Home shall be Husband's sole asset, free and clear, from any and all rights, claims, or interests, in law or in equity of Wife upon Husband's payment to Wife of the equalization payment as set forth herein. Husband agrees to provide to Wife any and all documents needed for her to eliminate her interest in the marital home, if necessary, for the Wife to execute and have her attorney hold in trust until the payment of the equitable distribution outlined herein to the Wife, at which point she will provide the original documents to the Husband to be recorded.

- a. Husband shall have exclusive use and possession of the home for all time forward. Husband agrees that he shall be solely responsible for the mortgage, including escrow, homeowner's association fees, taxes and any and all expenses associated with the Marital Home from the date of the execution of this Agreement forward.
- b. Husband shall retain any and all amounts held as deposits for utilities or other monthly payments associated with the Marital Home.

  
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a. 802 LAURELCREST DRIVE, ORLANDO, FLORIDA (RENTAL PROPERTY).

Husband and Wife own real property at 802 Laurelcrest Drive, Orlando, Florida 32828. The property is marital, and the deed is held solely in Husband's name and the Husband has represented and warrants that the home is held free and clear of any mortgages or encumbrances. The parties agree that this property shall be the sole asset of Husband free and clear from any right, title, interest, or claim, in law or in equity from Wife. Husband agrees that he shall be responsible for any and all liabilities associated with this home and indemnify and hold wife harmless therefrom. Husband agrees to provide to Wife any and all documents needed for her to eliminate her interest in the marital home, if necessary, for the Wife to execute and have her attorney hold in trust until the payment of the equitable distribution outlined herein, at which point she will provide the original documents to the Husband to be recorded.

2. FINANCIAL, BANKING AND RETIREMENT ACCOUNTS. Except as

otherwise provided herein, the parties shall each retain any accounts in their own individual names.

- a. **Husband's United Airlines 401(k):** Husband currently has in his name a United Airlines 401(k) Savings Plan ("401k Plan"). Wife is awarded a fixed \$75,000.00 (plus or minus gains or losses), from the 401(k) Plan as her sole and separate property. The same shall be transferred via Qualified Domestic Relations Order as and for equitable distribution. Husband shall be responsible for bearing all costs associated with drafting and obtaining of such order. Husband and Wife shall contact Matthew Lundy, Esquire to prepare the QDRO and retain him for the same within ten (10) days of the execution of this Agreement. Husband shall pay Mr. Lundy immediately upon retaining him, but

  
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no later than ten (10) days of this Agreement. Husband agrees that he shall cooperate at all times to obtain the QDRO as quickly as possible as time is of the essence. In the event the Wife does not elect an immediate distribution, her share shall be segregated and separately maintained in an account established on her behalf and she shall be credited with any interest and investment income or losses from the date of segregation until the date of total distribution to the Wife.

- b. Husband is responsible for any and all loans on the 401(k) and he shall not take any further loans until the Wife's portion is fully segregated to her. As of April 30, 2022, the Husband's retirement loan balances were approximately \$32,315.43 and he represents and warrants to the Wife that he has not taken any further loans. Husband shall not take any actions, affirmative or otherwise, that circumvent the terms of this Agreement or that diminish or extinguish the entitlement of the Wife. On the date that the account is segregated, the Wife's share as set forth above, to the extent there are not sufficient assets in the Husband's account balance under the plan to satisfy the award of benefits to the Wife, then the Wife shall receive 100% of the total account balance under the Plan. In this event, the Husband shall be required to make sufficient payments directly to the Wife to the extent necessary to ensure she receives the amount agreed to.
- c. **United Airlines Ground Employees Retirement Plan a.k.a. The Continental Retirement Plan:** The Husband, Ricardo Rivadeneyra Jr. (hereinafter "Participant" or "Husband") began working at Continental Airlines Inc., now known as United Airlines in 1987 and with no break in employment during the entire marriage. The Participant and the Petitioner, Cynthia Rivadeneyra ("Alternate Payee") were married on August 7, 1998 and have been married without interruption until the present.

  
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d. **Distribution to Wife:** As and for equitable distribution of the Member's retirement plan, the Spouse, Cynthia Rivadeneyra, is awarded a fixed lump sum of \$500,000 (plus or minus gains and losses) from Member's defined benefit plan as soon as feasibly possible. The husband represents to the Wife that he has contacted the Plan and has been told by the Plan that the Wife can be awarded an immediate lump sum payment from the Plan through QDRO even though the Husband has not yet retired. The same shall be transferred via Qualified Domestic Relations Order as and for equitable distribution. Husband shall be responsible for bearing all costs associated with drafting and obtaining of such order. Husband and Wife shall contact Matthew Lundy, Esquire to prepare the QDRO and retain him for the same within ten (10) days of the execution of this Agreement. Husband shall pay Mr. Lundy immediately upon retaining him, but no later than ten (10) days of this Agreement. Husband agrees that he shall cooperate at all times to obtain the QDRO as quickly as possible as time is of the essence. If applicable, the Wife shall be credited with any interest and investment income or losses from the date of segregation until the date of total distribution to the Wife.

**Asset Distribution:** The distribution is in the nature of an asset distribution and not alimony. The payments from the Participant's retired pay shall be paid to Wife regardless of the Wife's marital status and shall not terminate upon her remarriage.

**Indemnification:** The parties agree the Court shall reserve jurisdiction to enforce these provisions and to make certain that the Wife's portion of the pension is not reduced or eliminated due to any action or inaction by the Husband. The parties have agreed upon a set lump sum to Wife to guarantee assets to her, based upon Husband's Pension

  
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without any deductions for any reason. The Husband shall indemnify the Wife for any breach of this paragraph pursuant to all remedies available under the law.

**Reservation of Jurisdiction:** The parties agree the Court shall retain jurisdiction over the parties and subject matter in order to enforce the executory provisions of this Agreement, enter such additional orders as shall be necessary to effect the division of the Husband's retirement, if for any reason the plan does not allow a lump sum payment to the Wife.

- e. Wife's Other Financial Account(s): Wife shall retain all rights, title, interest, and/or value in any and all trusts, bank, brokerage, pension, retirement or other financial accounts of any form, currently titled solely in her name or in her name with anyone other than Husband, which are not otherwise specified herein, including any and all cash, bonds, mutual funds, or other assets within these accounts. Each party acknowledges that they have personal bank accounts and trading or brokerage accounts that are covered under this subsection and that they are reasonably aware of the values of these accounts. Wife shall provide to Husband any necessary documents to have his rights relating to these accounts removed and Husband shall execute them and provide them to Wife within ten (10) days of receiving the same. This paragraph constitutes a waiver by Husband of any and all other financial assets of Wife, except as specifically set forth herein.
- f. Husband's Other Financial Account(s): Husband shall retain all rights, title, interest, and/or value in any and all trusts, bank, brokerage, pension, retirement or other financial accounts of any form, currently titled solely in his name or in his name with anyone other than the Wife, which are not otherwise specified herein, including any and all cash,

  
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bonds, mutual funds, or other assets within these accounts. Each party acknowledges that they have personal bank accounts and trading or brokerage accounts that are covered under this subsection and that they are reasonably aware of the values of these accounts. Husband shall provide to Wife any necessary documents to have her rights relating to these accounts removed and Wife shall execute them and provide them to Husband within ten (10) days of receiving the same.

3. VEHICLES

- a. Toyota Rav4: Wife shall retain all rights, title, interest, and/or value in the parties' Toyota Rav4. Husband shall provide Wife any documents to remove his name from the title of the vehicle within ten (10) days of executing this Agreement. The Wife shall provide to Husband any documents necessary to remove his name from the title of the vehicle, if necessary, and Husband shall return those documents, signed, to Wife within ten (10) days of the receipt of the same. The Wife shall then register and insure the vehicle in her sole name within ten (10) days of her receipt of the title. Both parties shall fully cooperate with this provision in the event the same requires both parties to attend the DMV in person, or to work together to ensure title and registration are completed timely. Upon the execution of this agreement, Husband shall not be liable to Wife or to any third persons for Wife's use of the Toyota Rav4 or that of any person who was authorized by Wife to use the vehicle, including, but not limited to, insurance, registration, loan payments, speeding tickets, toll violations, toll payment accounts such as SunPass, speeding tickets, parking tickets, accidents, or property damage, which is incurred from the date of this fully executed Agreement forward. However, the Husband shall maintain the status quo payments for all

  
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expenses as he has been doing for the benefit of the Wife until the alimony payments have begun being paid for by the Husband, whichever is earlier.

- b. Toyota Tacoma: Husband shall retain all rights, title, interest, and/or value in the 2005 Toyota Tacoma. Husband shall provide to Wife any documents necessary to remove her name from the title of the vehicle, if necessary, and Wife shall return those documents, signed, to Husband within ten (10) days of the receipt of the same. Upon the execution of this agreement, Wife shall not be liable to Husband or to any third persons for Husband's use of the 2005 Toyota Tacoma, including, but not limited to, loan payments, insurance, registration, speeding tickets, toll violations, toll payment accounts such as SunPass, speeding tickets, parking tickets, accidents, or property damage.

4. PERSONAL PROPERTY: Except as set forth herein, Wife is awarded the lawn furniture and her personal effects and Husband shall retain any and all other property in the marital home, including his personal effects, unless the parties agree as follows:

- a. Husband shall make and submit a list of marital and his own non-marital property to Wife of that which he desires from the parties' marital personal property, if there is any, within ten (10) days of the execution of this Agreement. Wife shall have five days to object, and if she does object, Husband shall have five days to respond to such objections. If either party fails to object, the list is good as written and/or amended as the case may be, if both parties object, they may submit the matter to mediation or work together to create another such method to resolve the matter amongst themselves before initiating court intervention.

  
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- b. Other Property: The parties agree that they shall cooperate in providing to the other party any original documents in their possession that the other party may need in order to handle their personal affairs, such as their taxes or estates. Each party shall allow the other to review all photographs, digital or physical, in the other parties' possession. For any physical photographs that can be copied, either party may contact the other party and request photographs and pay any expense relating to copying the same and the party in possession of the photographs shall provide the copies to the party requesting them.
5. LIABILITIES. The parties shall retain any and all debts, credit cards, personal loans; or other liabilities that each of them has in their own individual names, except as set forth herein.
- a. Joint Debts: For any debts not previously disclosed in joint names, the party incurring the debt or liability shall be solely responsible for paying the debt off and shall indemnify and hold harmless the other party therefrom.
- b. The Husband shall assume and close the following joints credit cards:
- i. The Home Depot.
- c. The Husband shall assume the following debt in which the Wife is an authorized user and remove her as an authorized user within ten (10) days of the execution of this agreement:
- i. Suntrust Card;
  - ii. Truist; and
  - iii. Citibank

  
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The Wife agrees to not incur any further debt on these cards from the date of entering into this Agreement and forward into the future, and Husband shall immediately remove the Wife as an authorized user.

d. The Husband shall assume the following debt in the Wife's name within ten (10) days of the execution of this Agreement:

- i. Lowes Card; and
- ii. Synchrony/Car Care Discount Tire Card

The Wife agrees to not incur any further debt on these cards from the date of entering into this Agreement, however, upon Husband's payoff of these cards in accordance herein, she may continue to utilize them going forward but shall be responsible for all debt incurred past the date the Husband pays them off.

e. The Wife shall assume the following liabilities held solely in her name:

- i. CBNA/Best Buy Card;
- ii. JC Penney.

The Husband shall continue to pay the minimum payments on Wife's cards as he has been doing through the marriage until such time as he has made his first alimony payment. The Wife shall not use the cards being paid for by the Husband. In addition, the Husband shall not require the Wife to incur any charges on her cards for the benefit of the Husband or adult children as of the date of the execution of this Agreement.

a. EQUITABLE DISTRIBUTION PAYMENTS: The parties agree that all equitable distribution payments outlined herein awarded to the Wife shall be secured by the two homes awarded to the Husband. In the event the payments as outlined above to be paid from the Pension and/or the 401k are impossible or unable to be distribute to satisfy the

  
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Wife's share of the equitable distribution, then the Husband shall sell the properties as defined herein, and pay the Wife's equitable distribution from the proceeds of the sale of the properties. The homes shall be listed at fair market values and that the Husband shall not by any action prevent or delay the sale of the marital homes to ensure these payments to the Wife. The Wife shall be entitled to recover her reasonable attorney's fees and costs for any default by Husband in the terms of these provisions, as well as statutory interest and compounding interest on the awards listed herein.

- b. In the event that the homes are sold as outlined above, upon the sale of either property, and after the payment of real estate commissions, the Wife shall be entitled to her entire equitable distribution payments (\$575,000) before the distribution of any net proceeds to the Husband.
- c. The amounts listed above are to satisfy the equitable distribution payment as outlined in this agreement and are not additional payments above and beyond the equitable distribution payment. The Wife is only entitled to one lump-sum equitable distribution payment of \$575,000.00.
- d. The Wife shall execute any documents necessary to effectuate the provisions outlined above.

6. ALIMONY. Husband shall through Income Withholding Order, pay to Wife \$2,000.00 per month in durational alimony beginning August 1, 2023 and continuing, each and every month on the 1st of the month thereafter for ten (10) years or one hundred and twenty (120) months. Other than as set forth herein, each party forever waives any and all right they may have to any other form of alimony, including, but not limited to, bridge-the-gap alimony, lump sum alimony, rehabilitative alimony, or permanent alimony, whether now or in the future. ~~As and for~~ <sup>ee</sup>

  
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~~temporary alimony, the Husband shall continue to pay the bills and expenses for the Wife as he~~ <sup>PP</sup>  
~~has been doing and as otherwise specified herein.~~ Until the entry of an Income Withholding Order,  
the Husband shall pay alimony to the Wife directly, but upon entry of the Final Judgment in this  
action he shall pay the same to the State of Florida Disbursement Unit until such time as the  
payments are withdrawn from his income.

7. LIFE INSURANCE: Husband shall maintain Wife as the irrevocable beneficiary  
of the life insurance policy he has through his employer in the amount of \$240,000 as long as any  
alimony obligation exists and agrees to pay all premiums for the same until such time as his  
alimony obligation is terminated.

8. ATTORNEY FEES. The Husband shall contribute \$10,000 towards Wife's  
attorney's fees and costs. The parties agree the Husband has already contributed \$2,500 of the  
\$10,000 directly to counsel for the Wife on May 27, 2023 and \$750 directly to counsel for the  
Wife on July 25, 2023. As such, the Husband shall pay to the Wife directly an additional \$6,750  
within sixty (60) days of the entry of this Agreement. Each party agrees to otherwise pay their own  
attorney's fees and costs incurred herein. Any party breaching the terms of this Agreement will  
pay the non-breaching party's reasonable attorney's fees, suit money, and costs in any enforcement  
action.

### III. OTHER PROVISIONS

9. TAXES: The parties shall file married filing separately for the 2023 and all years  
thereafter. The Wife is aware she may have tax implications for any withdrawals from her  
distributions from the retirement transfers and she agrees she has taken the same into consideration  
in entering into this Agreement.

  
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10. RESPONSIBILITY FOR FUTURE PURCHASES: Except as otherwise provided herein, the Husband agrees to and will be solely responsible for and individually pay any and all debts and obligations incurred by him for personal use from date of this Agreement forward, including, but not limited to, insurance expenses, phone bills, or any other costs associated with his lifestyle and he further agrees to indemnify and shall hold the Wife harmless from any damage, expense, obligation, lawsuit or legal action brought against the Wife on account of and or the collection of the same.

Except as otherwise provided herein, the Wife agrees to and will be solely responsible for and individually pay any and all debts and obligations incurred by her for personal use from the date of her receipt of alimony forward, including, but not limited to, insurance expenses, phone bills, or any other costs associated with her lifestyle and she further agrees to indemnify and shall hold the Husband harmless from any damage, expense, obligation, lawsuit or legal action brought against the Husband on account of and or the collection of the same.

11. NEGOTIATIONS: This Agreement is a result of joint negotiations between the parties and/or their attorneys, and therefore is deemed to have been jointly drafted.

12. FINANCIAL INFORMATION: Each party understands and represents that he or she can elect not to enter into this Agreement and can instead have a trial and present testimony and evidence for the Court to determine the entire outcome of their dissolution of marriage action. Each party nevertheless prefers to resolve the issues in this case between themselves. In entering into this Agreement, each party represents that he or she believes that he or she has sufficient financial information and at least a general understanding of the financial issues so as to make an intelligent decision in this cause, and, except for financial affidavits, each waives entitlement to

  
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discovery and to receive additional documents pursuant to the Florida Family Law Rules of Procedure.

13. EXECUTION OF DOCUMENTS: Each of the parties' hereafter shall execute all documents and instruments reasonably necessary to carry out the terms of this Agreement. Should it become necessary in the future to affect the sale or transfer of any property belonging to any party, each party will sign all reasonable papers and documents requisite or necessary for the complete of such transactions.

14. INDEPENDENT LEGAL REPRESENTATION: Each party has retained his or her own legal counsel in this cause, or has been made aware of his or her right to counsel, and has voluntarily remained unrepresented. Each party has consulted financial consultants and certified public accountants or has had the opportunity to do so. Each party understands that they have been fully informed, or have the right to have been fully informed of their legal rights and obligations and each party is signing this Agreement without duress or undue influence, freely and voluntarily, intending to be bound by it.

15. TAX CONSEQUENCES: The parties acknowledge that there may be certain tax consequences as a result of their entering into this Agreement, and they have consulted either a tax attorney or certified public accountant to satisfy themselves of the tax consequences prior the execution of this Agreement, or have had the opportunity to do so.

16. SEVERABILITY. This Agreement is severable. If any portion or section hereof is unenforceable, this shall not render the remainder of the Agreement unenforceable.

17. NO REPRESENTATION REGARDING INTEREST OR VALUE. The parties have requested that no title examination and/or appraisals be made as to the ownership interest any may have in and to the real and personal property referenced in this Agreement. The attorneys for

  
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the respective parties hereto are released and indemnified for any errors therein contained and have only included the information given to them by the parties, without making representation as to the accuracy of the ownership interest or values thereof.

18. TIME IS OF THE ESSENCE: The parties agree that time is of the essence with respect to any and all time frames set forth herein and that one party or the other may be damaged by a failure to comply with the time frames set forth in this Agreement. To the extent one party or the other violates a provision of this Agreement by failing to timely comply, that party shall be liable to the other for any actual damages to the non-breaching party as a result of the failure to timely comply in addition to any other remedies available to the non-breaching party at law or in equity.

19. MUTUAL RELEASES: Except as otherwise provided in this Agreement, each party releases the other from all claims or demands up to the date of the execution of this Agreement. Except as to the enforcement of rights and property interests granted to each party under this Agreement, each party hereby waives, releases, and relinquishes all rights that he or she may now have or may hereafter acquire as the other party's spouse against the property or estate of the other under the present or future laws of any jurisdiction, including, but not limited to, the following:

- a. To receive an intestate share of the other's estate.
- b. To claim an elective share of the other's estate.
- c. To receive a share under the existing will or trust of the other.
- d. To homestead rights as the surviving spouse.
- e. To claim exempt property.
- f. To claim a family allowance.

  
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- g. To act as personal representative of the other party's estate.
- h. To receive any distribution as a beneficiary from a trust established by the other.
- i. To act as trustee or in any other fiduciary capacity under a trust established by the other.

20. EFFECTIVE DATE: The Effective Date of this Agreement shall be the date the last party executes same.

21. EVIDENCE: This Agreement shall be offered in evidence by either party in any dissolution of marriage action and shall be incorporated by reference in any final judgment that may be rendered. Notwithstanding incorporation in the final judgment, however, this Agreement shall not merge with the judgment, but shall survive it and be binding upon the parties for all time.

22. BINDING EFFECT: The covenants contained herein shall bind and the benefits and advantages shall inure to the parties' respective heirs, successors, personal representatives and assigns.

23. LAW: This Agreement shall be construed and interpreted pursuant to the laws of the State of Florida.

24. RECONCILIATION: Reconciliation will not affect the provisions of this Agreement unless otherwise memorialized in writing, signed by each of the parties.

25. CAPTIONS/HEADINGS: The captions/headings appearing in this Agreement have been inserted for the purpose of convenience and reference. They do not purport, and shall not be deemed, to bind, limit, or extend the scope or intent of the clauses to which they have been appertained.

  
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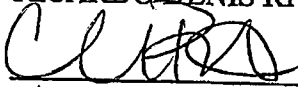
26. MODIFICATION: No addendum, modification, or waiver of any terms of this Agreement shall be effective, unless in writing, signed by both parties, and executed with the same formality of this Agreement, except by Court order.

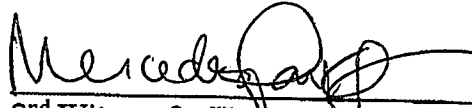
27. WAIVER OF APPEARANCE AT FINAL HEARING: The parties agree Counsel for the Wife shall prepare any and all draft Final Judgments, Income Withholding Orders and all required final judgment documents for presentation to Counsel for the Husband.

By signing under oath below, I, RICARDO DENIS RIVADENEYRA, swear or affirm that the information contained in this document is true and accurate and am signing freely and voluntarily, intending to be bound by this Agreement.

Signed, sealed, and delivered in the presence of:

  
RICARDO DENIS RIVADENEYRA, Husband

  
1<sup>st</sup> Witness for Husband – Signature

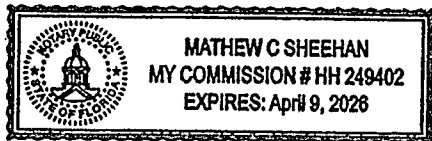
  
2<sup>nd</sup> Witness for Husband – Signature


CLAUDAS BETANCES  
1<sup>st</sup> Witness for Husband - Printed Name

Mercedes Parks, Esq.  
2<sup>nd</sup> Witness for Husband – Printed Name

STATE OF FLORIDA )  
COUNTY OF ORANGE )

SWORN TO AND SUBSCRIBED before me, this 17 day of August 2023 by Husband, RICARDO DENIS RIVADENEYRA, who has produced a FDL R135 — 284-0 as identification.



  
NOTARY PUBLIC

  
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By signing under oath below, I, CYNTHIA LEE RIVADENEYRA, swear or affirm that the information contained in this document is true and accurate and am signing freely and voluntarily, intending to be bound by this Agreement.

Signed, sealed, and delivered in the presence of:

*Cynthia Lee Rivadeneira*

CYNTHIA LEE RIVADENEYRA, Wife

*[Signature]*

1<sup>st</sup> Witness for Wife - Signature

*Susan J. Cramer*

2<sup>nd</sup> Witness for Wife - Signature

*Bailey Llorens*

1<sup>st</sup> Witness for Wife - Printed Name

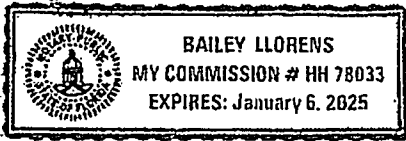
*SUSAN J. CRAMER*

2<sup>nd</sup> Witness for Wife - Printed Name

STATE OF FLORIDA )  
COUNTY OF MIAMI )

SWORN TO AND SUBSCRIBED before me, this 17 day of Aug 2023 by Wife, CYNTHIA LEE RIVADENEYRA, who has produced a Florida Driver License as identification.

*[Signature]*  
NOTARY PUBLIC



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Husband Initials